# CHEHALIS CITY COUNCIL AGENDA

CITY HALL 350 N MARKET BLVD | CHEHALIS, WA 98532

> Dennis L. Dawes, Position at Large Mayor

Anthony E. Ketchum Sr., District 3 Terry Harris, Position at Large Jerry Lord, District 1 Daryl J. Lund, District 2, Mayor Pro Tem Dr. Isaac S. Pope, District 4 Robert J. Spahr, Position at Large

# Regular Meeting of Monday, October 25, 2021 5:00 pm

1. Call to Order. (Mayor Dawes)

2. <u>Pledge of Allegiance</u>. (Mayor Dawes)

3. Approval of Agenda. (Mayor Dawes)

#### **PROCLAMATIONS / PRESENTATIONS**

4. First Responders Appreciation Day Proclamation. (Mayor Dawes)

# **CITIZENS BUSINESS (PUBLIC COMMENT)**

Individuals wishing to provide public comments in general and on agenda items should submit comments by 4:00 pm on the day of the meeting. All comments received will be acknowledged by the Mayor under Citizens Business of this meeting agenda. Please use the following form to submit comments – <u>https://www.ci.chehalis.wa.us/contact</u>. If you do not have computer access or would prefer to submit a comment verbally, please contact City Clerk Kiley Franz at 360-345-1042 or at <u>kfranz@ci.chehalis.wa.us</u>. Public comments will be limited to five (5) minutes.

ITEM

ADMINISTRATION RECOMMENDATION PAGE

CONSENT CALENDAR						
5. <u>Minutes of the Regular City Council Meeting of October 11, 2021</u> . (City Clerk)	APPROVE	1				
<ol> <li><u>Vouchers and Transfers – Accounts Payable in the Amount of \$452,560.69 Dated</u> <u>October 15, 2021.</u> (City Manager, Finance Director)</li> </ol>	APPROVE	3				

_	_		
т	F	N	Λ
	-	•••	

ADMINISTRATION RECOMMENDATION

NEW BUSINESS		
7. Incentive Program for Lateral Police Officer Applicants. (City Manager, Police Chief)	APPROVE	5
8. <u>Memorandum of Understanding with the Lewis County Economic Development Council</u> (EDC) for Infrastructure Project Funding, Coordination, and Advocacy Assistance. (City Manager)	APPROVE	10

ITEM		ADMINISTRATION RECOMMENDATION	PAGE
	ADMINISTRATION AND CITY COUNCIL REPORTS		
9. <u>Adminis</u>	tration Reports.	INFORMATION ONLY	
a.	City Manager Update. (City Manager) a. Street Light Outage Information. (City Manager)		
b.	Parks and Facility Project Updates. (Parks and Facilities Manager)		
с.	3 <sup>rd</sup> Quarter Financial Status Report. (Finance Director)		29
10. <u>Counci</u>	lor Reports/Committee Updates. (City Council)	INFORMATION ONLY	

# **EXECUTIVE SESSION**

11. Pursuant to RCW:

- a. 42.30.110(1)(c) Sale/Lease of Real Estate
- b. 42.30.110(1)(g) Review Performance of a Public Employee

THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA. NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, NOVEMBER 8, 2021.

#### Chehalis City Council Meeting Minutes October 11, 2021

The Chehalis City Council met in regular session on Monday, October 11, 2021. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following members present: Tony Ketchum, Jerry Lord, Dr. Isaac Pope, and Bob Spahr. Councilor Daryl Lund participated via Zoom. Staff present included: Jill Anderson, City Manager; Tammy Baraconi, Planning and Building Manager; Kiley Franz, City Clerk; Erin Hillier, City Attorney; Randy Kaut, Police Chief; Trent Lougheed, Public Works Director; Devlan Pool, Wastewater Superintendent; Brandon Rakes, Airport Operations Coordinator; and Chun Saul, Finance Director. Emily Fitzgerald from *The Chronicle* was also in attendance.

1. <u>Approval of Agenda.</u> A motion to approve the agenda was made by Councilor Ketchum. The motion was seconded by Councilor Pope and carried unanimously.

2. <u>Swearing in of New Council Member – Terry Harris.</u> Mayor Dawes administered the oath of office to Terry Harris. Mr. Harris was appointed to serve the remaining term left by Michael Bannan, set to expire after elections are verified in November.

3. <u>Proclamation – Police Week Observed.</u> Mayor Dawes explained that this proclamation was typically read in May, but was postponed due to COVID restrictions. Mayor Dawes read a proclamation designating October 13 – 15, 2021 as Police Week. Chief Kaut expressed his appreciation for the support of the City Council.

5. Consent Calendar. Councilor Spahr moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular City Council meeting of September 27, 2021; and
- b. Minutes of the special City Council meeting of October 4, 2021; and
- c. September 30, 2021, Payroll Vouchers No. 41789-41823, Direct Deposit Payroll Vouchers No. 13938-14059, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 360-363 in the amount of \$880,074.67; and
- d. September 30, 2021 Claim Vouchers No. 132620 132713 and Electronic Funds Transfer Check Nos. 1567 1598, and Replacement Check No. 132619 in the amount of \$332,106.51; and
- e. Debt management and post-issuance compliance update for fiscal year 2020.

The motion was seconded by Councilor Lord and carried unanimously.

6. Ordinance No 1021-B, Second and Final Reading – A Petition to Vacate Portions of Right-of-Way on SE Adams, <u>12<sup>th</sup> Street, and the Undeveloped Alley Between 11<sup>th</sup> and 12<sup>th</sup> Streets</u>. City Manager Anderson explained that at the September 27, 2021 City Council Meeting, the Council provided direction to staff regarding the area to be vacated and the amount of area to have an easement attached to it; the price of the vacation was to be discussed.

Tammy Baraconi explained that the assessed value of the property was based upon the assessed valuation of properties recently sold in the area; assessed value for the portions with an easement were based off of recent easements from the City of Centralia. Tammy Baraconi further explained that a fifty percent valuation would be appropriate unless the City has owned the property for more than 25 years, then it would be anywhere from full price down to fifty percent.

Councilor Lord clarified that this portion of land was dedicated as a right-of-way but was not improved upon by the City; he asked why the full assessed value was being suggested. Tammy Baraconi explained that the City had owned the property for more than 25 years and was legally a dedicated right-of-way.

Mayor Dawes explained that he reviewed the last two right-of-way vacations approved by the City Council and both vacations were charged the full appraised value. Councilor Ketchum expressed hesitation to altering the historic practice of charging the full assessed value. Councilor Lund expressed his desire to have had a second or third appraisal completed.

A motion was made by Councilor Spahr to pass on second and final reading, Ordinance No. 1021-B, a petition to vacate portions of right-of-way on SE Adams, 12<sup>th</sup> Street, and the undeveloped alley between 11<sup>th</sup> and 12<sup>th</sup> Streets with the following conditions:

- A utility and access easement for the entire area of vacation shall be prepared by the applicant, approved by the City Engineer and City Attorney, and recorded at the expense of the applicant prior to the purchase of a portion of 12<sup>th</sup> Street; and
- An access easement of fifteen feet for the benefit of parcel #005859000000 shall be prepared by the applicant, approved by the City Engineer and City Attorney, and recorded at the expense of the applicant prior to the purchase of the Adams Avenue; and
- The applicant, at their own expense shall have a boundary line adjustment created that 'connects' the vacated right-ofway to the appropriate parcels, have it reviewed and approved by City staff, and recorded before civil permits or building permits are issued; and
- 4. The property owner must pay the City the amount determined by the Council; which was maintained at \$4.28 per square foot for those without an easement, and \$0.42 per square foot for those with an easement.

The motion was seconded by Councilor Pope and carried five to one; Councilor Lord disapproved the motion.

7. <u>Acceptance and Closeout of the 12<sup>th</sup> and Williams Rechannelization Project</u>. Trent Lougheed explained that the project altered the triangular intersection by Recreation Park and Penny Playground. The project corrected this intersection and created additional parking spaces for the park. Councilor Ketchum expressed his appreciation for the increased safety at the revised intersection.

A motion to accept the 12<sup>th</sup> and Williams Avenue Rechannelization Project as complete and release the retainage to KBH Construction after all statutory requirements have been met was made by Councilor Spahr. The motion was seconded by Councilor Pope and carried unanimously.

#### 8. Administration Reports.

a. <u>City Manager Update</u>. Trent Lougheed explained that the water main was being switched to the new water main on Pacific Avenue, many of the surface features and improvements have been completed, and one underground fuel tank had been located that required removal. Preparations for asphalt should begin soon. City Manager Anderson added that Trick-or-Treat Transit would be running this year in downtown Chehalis and Centralia.

#### 9. Councilor Reports/Committee Updates.

- a. Councilor Spahr. Councilor Spahr informed the Council that he had attended the EDC banquet.
- b. <u>Councilor Harris.</u> Councilor Harris informed the Council that he had also attended the EDC banquet, he congratulated Debbie Campbell, and expressed his excitement for the donation by the Bezos Corporation to the Discover! Children's Museum project.
- c. <u>Mayor Dawes.</u> Mayor Dawes informed the Council that the Budget Committee had been meeting with staff to review the 2022 budget. He inquired about permit fees for the small yard signs; City Manager Anderson will look into this charge.

10. **Executive Session**. Mayor Dawes announced the council would take a short recess and then be in executive session pursuant to RCW 42.30.110(1)(c) – Sale/Lease of Real Estate, not to exceed 6:05 pm and there will be no action taken following conclusion of the executive session. Mayor Dawes closed the regular meeting at 7:20 pm. and the executive session began at 5:41 pm. Following conclusion of the executive session at 5:53 pm, the regular meeting was reopened and was immediately adjourned.

Dennis L. Dawes, Mayor

Kiley Franz, City Clerk

Approved:

Initials: \_\_\_\_\_

# CHEHALIS CITY COUNCIL MEETING AGENDA REPORT

то:	The Honorable Mayor and City Council
FROM:	Jill Anderson, City Manager
BY:	Chun Saul, Finance Director Michelle White, Accounting Tech II
MEETING OF:	October 25, 2021
SUBJECT:	Vouchers and Transfers – Accounts Payable in the Amount of \$452,560.69

#### <u>ISSUE</u>

City Council approval is requested for Vouchers and Transfers dated October 15, 2021.

#### DISCUSSION

The October 15, 2021 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Replacement Check No. 132714, Claim Vouchers No. 132715 – 132814, Electronic Funds Transfer Checks No. 1599 – 1626 and 26 -30 in the amount of \$457,842.93 dated October 15, 2021 and Voided Check No. 132399 in the amount of 5,282.24 for the net total of \$452,560.69 as follows:

- \$ 170,529.96 from the General Fund
- \$ 3.24 from the Dedicated Street Fund 4% Sales Tax
- \$ 9,637.50 from the Tourism Fund
- \$ 2,344.38 from the LEOFF 1 OPEB Reserve Fund
- \$ 1,079.01 from the Public Facilities Reserve Fund
- \$ 344.64 from the Garbage Fund
- \$ 148,523.62 from the Wastewater Fund
- \$41,261.78 from the Water Fund
- \$ 1,533.73 from the Storm & Surface Water Utility Fund
- \$ 39,687.16 from the Airport Fund
- \$4,182.89 from the Custodial Court Fund
- \$ 38,715.02 from the Custodial Other Agency Fund \$457,842.93 Total Vouchers for October 15, 2021
   \$< 5,282.24> Voided check for August 13, 2021
   \$452,560.69 Net Total Transfers

#### RECOMMENDATION

It is recommended that the City Council approve the October 15, 2021 Claim Vouchers No. 132715 – 132814, Electronic Funds Transfer Checks No. 1599 – 1626 and 26 - 30 and Replacement Check No. 132714 in the amount of \$457,842.93 and Voided Check No. 132399 in the amount of \$5,282.24 for the net total transfer of \$452,560.69.

#### SUGGESTED MOTION

I move that the City Council approve the October 15, 2021 Claim Vouchers No. 132715 – 132814, Electronic Funds Transfer Checks No. 1599 – 1626 and 26 -30 and Replacement Check No. 132714 in the amount of \$457,842.93 and voided Check No. 132399 in the amount of \$5,282.24 for the net total transfer of \$452,560.69.

## CHEHALIS CITY COUNCIL MEETING AGENDA REPORT

то:	The Honorable Mayor and City Council					
FROM:	Jill Anderson, City Manager					
BY:	Randy Kaut, Police Chief					
MEETING OF:	Monday, October 25, 2021					
SUBJECT:	Incentive Program for Lateral Police Officer Applicants					

#### <u>ISSUE</u>

Approval is requested for a Lateral Police Officer Monetary Incentive Program for experienced applicants.

#### DISCUSSION

As law enforcement agencies are finding it harder to recruit qualified police officers, departments are finding different ways to recruit experienced employees. It costs the city nearly \$26,000 in wages and fees to send an inexperienced entry level applicant to the police academy which lasts 5 to 6 months. When we hire an experienced lateral applicant, we're able to get them on the street 5 months sooner while saving on the cost of sending them to the academy. Our proposal is to use some of that cost savings to entice experienced officers to apply with our city.

Under this program, we would pay a lateral applicant \$20,000 over a two-year period with the understanding they would remain with the city at least three years. If they leave or are terminated during that time, they would be required to pay the city back the incentive money based on an agreement they would sign at the time they are hired.

This proposal was discussed with the City Council Budget Committee, which recommended that the policy be presented for consideration by the City Council. When discussed with the Budget Committee, the proposed amount was \$15,000, which is a typical amount by other agencies. The concern is that the City of Chehalis salary scale is lower than most, if not all, of the larger agencies that are competing to attract qualified officers. Therefore, it is proposed that Chehalis offer a larger signing bonus to entice officers to seriously consider the Chehalis PD and all that it has to offer, even if the base salary is lower.

#### FISCAL IMPACT

For each lateral police officer hired under this program, the cost would be:

\$8000 at the time they are hired

- \$6000 at the time they are off probation (one year, unless extended)
- \$6000 at the time they complete two years of service

#### RECOMMENDATION

It is recommended that the City Council approve a lateral police officer monetary incentive program where the amount of \$20,000 is paid over two years to lateral police officer applicants who successfully complete three years of service with the City.

#### SUGGESTED MOTION

I move that the City Council approve a lateral police officer monetary incentive program where the amount of \$20,000 is paid over two years to lateral police officer applicants who successfully complete three years of service with the City.

#### CITY OF CHEHALIS HIRING BONUS AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by the City of Chehalis, ("City" or "employer")" and \_\_\_\_\_, ("Candidate") (collectively, "the Parties").

#### I. <u>RECITALS</u>.

WHEREAS, the City desires to attract and retain quality employees and to be competitive with other employers; and

WHEREAS, in order to attract and retain the most qualified candidates, the City is offering a \$20,000.00, Hiring Bonus ("Bonus") to qualified Lateral Police Officer Candidates that accept a final offer of hire, in exchange for a three-year commitment to the City; and

WHEREAS, the Bonus must be paid back to the City if Candidate does not complete a three year commitment of employment with the City as a result of accepting other employment, resignation, termination, or retirement.

NOW, THEREFORE, the City and Candidate do mutually agree as follows.

# II. <u>AGREEMENT</u>.

1. <u>Hiring Bonus</u>. The City shall pay Candidate a \$20,000.00, Bonus in exchange for the Candidate accepting the City's offer of employment. The amount shall be paid as follows:

- a. \$8,000.00 shall be paid with Candidate's first paycheck after being formally hired; and
- b. An additional \$6,000.00 shall be paid to Candidate upon successful completion of Candidate's probation period. In the event that Candidate does not successfully complete the probation period, Candidate shall not be awarded this or any further bonus payments; and
- c. An additional \$6,000.00 shall be paid to Candidate after continual employment of two years as a Police Officer for the City, calculated from the start date of employment; and
- d. The City will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld from the Bonus and reported to the Internal Revenue Service as income on the Candidate's IRS Form W-2; and
- e. Payment of the Hiring Bonus, in full or in part, does not waive, alter, or amend, repayment as required in Section 3.

2. <u>Employment Commitment</u>. In exchange and in consideration for the Bonus, Candidate agrees to commit to three years of continuous employment with the City.

3. <u>Repayment</u>. In return for accepting the Bonus, the Candidate agrees that if he or she does not complete a three-year commitment of regular and continuous employment with the City, calculated from the start date of employment, as a result of accepting other employment, resignation, termination, or retirement, Candidate will be responsible for repaying the City the full amount they have received under this agreement, up to the \$20,000.00 limit. Candidate authorizes the City of Chehalis to deduct repayment from Candidate's last paycheck, and that any remaining balance not covered by the paycheck will be paid by the Candidate within thirty (30) days of the date the City requests repayment or the last day of employment, whichever occurs sooner. Upon mutual agreement between the Parties, the City may consider a reasonable installment repayment plan requiring full repayment within no more than six (6) months on a case-by-case basis.

4. <u>Entire Agreement; Modification</u>. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and Candidate regarding the Bonus and supersedes all prior negotiations, representations, or agreements whether written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the Parties.

5. <u>Severability</u>. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.

6. <u>Applicable Law; Venue; Attorneys' Fees</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be properly laid in Lewis County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CANDIDATE:
Signature:
Name:
Title:
Date:

# SIGNING BONUS INCENTIVE PAYMENT POLICY FOR LATERAL POLICE OFFICERS

Any applicant given a final job offer who meets the qualifications of a Lateral Entry Police Officer as defined in Chehalis Civil Service Rules may receive a one-time \$20,000.00 signing bonus incentive after she/he:

- Passes a background investigation, post-conditional offer examinations, and has been offered and accepted the final job offer.
- Has agreed to and signed the City of Chehalis Hiring Bonus Agreement.

The \$20,000.00 signing bonus will be processed in the following manner:

- \$8000.00 to be paid upon the first full pay period of employment.
- \$6000.00 to be paid upon the first full pay period immediately following the satisfactory completion of probationary period.
- \$6000.00 to be paid upon the first full pay period immediately following the satisfactory completion of two years of service as a police officer.

The signing bonus incentive payment is taxable income and will be reported on a W-2 form for income tax purposes.

If an employee separates within the first three years of employment due to resignation, termination, retirement, or accepting other employment, the employee shall be responsible for repaying the bonus incentive they received as part of this program, back to the City. If sufficient funds are not available from their final check, the balance due is to be paid by check or cash at the time of separation.

## CHEHALIS CITY COUNCIL MEETING AGENDA REPORT

то:	The Honorable Mayor and City Council							
FROM:	Jill Anderson, City Manager							
MEETING OF:	October 25, 2021							
SUBJECT:	Memorandum of Understanding with the Lewis County Economic Development Council (EDC) for Infrastructure Project Funding, Coordination and Advocacy Assistance							

#### <u>ISSUE</u>

The Economic Development Council (EDC), which is in the process of changing its name to the Economic Alliance of Lewis County, is working on behalf of the County to map the proposed infrastructure projects planned by all of cities and towns in the County, as well as those in the unincorporated areas. The goal of the work is to identify project compatibilities and promote coordination to successfully access available state and federal funding. The proposed MOU with the Alliance would further integrate Chehalis in that process by establishing additional deliverables to provide Chehalis assistance in identifying and applying for state and federal funds, as well as lobbying efforts to secure the funds needed for infrastructure projects.

#### DISCUSSION

The availability of American Rescue Act (ARPA) funds prompted the work between the Alliance and the County, recognizing that the funding could be leveraged by working together and identifying additional funding sources. The first step was to collect the project data from all jurisdictions and map the projects to see where there are opportunities to layer funding opportunities. Chehalis has been a part of this effort, which is well underway and led to discussion about additional needs of the jurisdictions.

In Chehalis, there is a need is for additional assistance in identifying what grants or funding sources are most applicable for our project priorities; grant application assistance; and lobbying to secure the funds. While the County and the City of Centralia have agreements based on the intent to use ARPA funds to pay for these services, it is proposed that Chehalis use general funds as the primary funding source. This will give the City greater flexibility in its efforts and reduce financial reporting requirements that are quite onerous for federal funding, particularly for relatively small sum associated with the proposed MOU.

#### PROPOSED MOU – KEY TERMS

The attached draft agreement is written using the name Economic Development Council rather than the Alliance due to the timing of the new branding. It has been reviewed by the City Attorney.

The key terms of the proposed agreement are:

- A two-year term starting upon execution of the MOU through December 31, 2023
- \$20,000 a year starting in January 2022, paid to the EDC in Monthly installments
- Termination for public convenience at any time
- Mutual Indemnification
- Provisions for meeting the applicable Public Records and Open Public Meeting Requirements

#### PROPOSED MOU: DELIVERABLES

#### Category 1: Economic Impact Support

#### Deliverables:

- Facilitate and plan stakeholder meetings as it relates to strategic infrastructure initiatives, including but not limited to ARPA funds with monthly reports to the City.
- Plan, facilitate, and coordinate an Economic Impacts meeting with all stakeholders, including Senators and Representatives as soon as practical.

#### Category 2: Infrastructure Analysis and Grant Assistance

#### Deliverables:

- EDC to Research and lobby for infrastructure funding to maximize federal, state, and local funds.
- EDC to provide written information to specifically identify funding opportunities that best fit City projects as soon as possible to provide the Chehalis adequate notice of deadlines, with quarterly updates on funding opportunities.
- City to provide comprehensive list of Capital and Transportation Improvement projects and identify three to five priority projects each year.
- EDC to provide information on opportunities for regional collaboration to maximize the use of taxpayer dollars and support a dig-once approach.
- EDC to provide access to its regional database of maps and project information to support Chehalis with its grant applications, including refining project scope as needed.
- EDC to assist Chehalis in gathering letters of support from stakeholders including state and federal officials for projects as appropriate.
- EDC to assist the City in presenting information regarding its projects to grant making boards and authorities, stakeholders, and other parties as needed.

The City has provided the most recent list of Capital Improvement Projects and the current Transportation Improvement Plan to the EDC/Alliance. At this time, the initial list of priority projects for funding assistance include:

- Funding for engineering and construction of a new fire station
- Creating a parking lot across the street from the Shaw Aquatics Center
- Engineering and Design for the City portion of the Chamber Way Bridge
- Funding for the engineering and design of the new raw water line from the Chehalis River
- Funding for engineering and design of the complete street reconstruction on Market Blvd through the historic downtown

#### FISCAL IMPACT

The cost of the services proposed would be \$20,000 a year in 2022 and 2023. It is proposed that the General Fund be used to pay for the services with possible offsets by contributions from the Airport and/or Utilities if determined to be applicable. The 2022 Preliminary Draft Budget does not include the costs associated with the proposed services, so if approved it would be included in the 2022 Proposed Budget, which is in the final stages of preparation or the preliminary budget or during the first budget amendment that typically takes place in the first 4 months of the year.

#### RECOMMENDATION

It is recommended that the City Council consider approving the MOU with the EDC (Economic Alliance) and authorize the City Manager to sign the agreement.

# SUGGESTED MOTION

I move that the City Council approve the MOU and authorize the City Manager to sign the MOU with the EDC (Economic Alliance).

# Memorandum of Understanding

# Between the City of Chehalis

# and Lewis Economic Development Council

This Memorandum of Understanding is entered into by and between the City of Chehalis, herein after referred to as City, and Lewis Economic Development Council, herein after referred to as LEDC.

# Preamble

The purpose of this Memorandum of Understanding ("MOU") is to have LEDC, under the direction of City of Chehalis:

- Facilitate and plan stakeholder meetings as it relates to strategic infrastructure initiatives, including but not limited to those related to the American Rescue Plan Act Funds (ARPA).
- Provide monthly reports to stakeholders and the City Council.
- Research and lobby for infrastructure funding in order to maximize federal, state, and local funds.
- Provide economic impact analysis of COVID-19 on City of Chehalis businesses and economic development.

It would be in the best interest of the Chehalis residents for City to enter into an MOU with LEDC to provide these services to help identify and obtain funding for infrastructure improvement projects in the City of Chehalis.

# Recitals

- WHEREAS, the American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan, is a US\$1.9 trillion economic stimulus bill passed by the 117<sup>th</sup> United States Congress and signed into law by President Joe Biden on March 11, 2021; and
- WHEREAS, City of Chehalis has been awarded direct federal funding through the American Rescue Plan Act of 2021 (ARPA) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and its negative economic impacts, including making necessary investments in water, sewer, or broadband infrastructure during the period of July 1, 2021, through December 31, 2024; and
- WHEREAS, funds have also been awarded to Lewis County and the cities throughout the County consistent with ARPA provisions; and

- WHEREAS, the availability of ARPA money was a catalyst for a countywide discussion regarding the need for greater coordination of infrastructure projects to prevent duplication of effort and maximize access to applicable funding sources; and
- WHEREAS, the LEDC has contracted with Lewis County to provided countywide coordination services and can now offer additional services tailored to the needs of individual entities, like Chehalis; and
- WHEREAS, it is in the best interest of the City of Chehalis to contract with the LEDC for assistance in identifying available funding sources; coordinating and refining grant applications; and advocating the benefits of City projects before funding entities; and
- WHEREAS, the City of Chehalis has projects that may benefit from regional collaboration and partnership in pursuing funding for local and regional infrastructure projects; and
- WHEREAS, the parties agree to proceed as outlined herein and enter into this Memorandum of Understanding as a mutually beneficial.

# Witnesseth

NOW, THEREFORE, in consideration of the mutual benefits and covenants hereafter contained, the parties agree hereto as follows:

# **General Terms and Conditions**

## 1. Scope of LEDC's Services

LEDC agrees to provide services, reports, and any material set forth in <u>Exhibit A</u>: Statement of Work and Reporting Requirements during the MOU term.

2. Accounting and Payment for Services

Payment to LEDC for supplies and services rendered under this MOU shall be as set forth in <u>Exhibit B</u>: Budget, Invoicing and Payment attached hereto. Unless specifically stated in Exhibit B or approved in writing in advance by the City Representative for this MOU, City and LEDC will not reimburse the other for any costs or expenses incurred outside the performance of this MOU.

City and LEDC acknowledge that the entire compensation for this MOU is specified in Exhibit B and LEDC is not entitled to any City benefits including, but not limited to, vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to City employees outside of their respective entitlements and obligations.

#### 3. Assignment and Subcontracting

Unless otherwise provided for in this MOU, no portion of this MOU may be assigned or subcontracted to any other individual, form, or entity without the express and prior written approval of the City MOU Representative.

# 4. Administration

This Memorandum of Understanding does not create a separate entity. This MOU shall be jointly administered by City and LEDC.

# 5. LEDC Commitments, Warranties and Representations

Any written commitment received from LEDC concerning this MOU shall be binding on LEDC, unless otherwise specifically provided herein with reference to this paragraph. Failure of LEDC to fulfill such a commitment shall render LEDC liable for damages to the City. A commitment includes, but is not limited to, any representation made prior to execution of this MOU, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, process, LEDC's qualifications or experience, or options for future acquisition to remain in effect for a fixed period or warranties.

# 6. Certification of Work

All work submitted by LEDC shall be certified by LEDC and checked for errors and omissions. LEDC shall be responsible for the accuracy of the work, even if the work is accepted by the City.

# 7. Debarment Certification

LEDC, by signature to this MOU, certifies LEDC is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract or any program agreement by any federal, state or local government or agency or by any special district. LEDC also agrees to include the above requirement in all subcontracts into which it enters.

# 8. Regulations and Requirements

This MOU shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Terms and Conditions.

#### 9. Public Records Law

Each Party will fulfill their independent obligations, separately, under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event one Party fails to fulfill its obligations pursuant to this section and due in whole or in part to

such failure a court of competent jurisdiction imposes a penalty upon the other Party for violation of the Public Records Act, the failing Party shall indemnify the other for that penalty, as well as for all costs and attorney fees incurred by the other Party in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this MOU.

#### 10. Open Public Meetings Law

Each Party will fulfill their independent obligations, separately, under the Washington Open Public Meetings Act (chapter 42.30 of the Revised Code of Washington). In the event one Party fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the other Party for violation of the Open Public Meetings Act, the failing Party shall indemnify the other for that penalty, as well as for all costs and attorney fees incurred by the other Party in the litigation giving rise to such a penalty. The obligations created by this sectionshall survive the termination of this MOU.

#### **11. Political Activity Prohibited**

None of the funds provided under this MOU shall be used for any partian political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this MOU shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

#### 12. Right to Review

This MOU is subject to review by any federal or state auditor. The Parties or their designees shall have the right to review and monitor the financial and service components of this MOU by whatever means are deemed expedient by the MOU Representative. Such review may occur with or without notice and include, but is not limited to, on-site inspection by City or LEDC agents or employees, inspection of all records or other materials which the Parties deem pertinent to the MOU and its performance, and any and all communications with or evaluations by service recipients under this MOU.

#### 13. Modifications

Either party may request changes in the MOU. Any and all agreed modifications shall be in writing, signed by each of the parties.

#### 14. Termination

Either Party may terminate this MOU upon 30 days' prior written notification to the other Party. If this MOU is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this MOU prior to the effective date of termination.

#### **15.** Termination for Public Convenience

Either Party may terminate the MOU, in whole or in part, whenever the terminating Party determines, in its sole discretion, that such termination is in the interests of the terminating Party. Whenever the MOU is terminated in accordance with this paragraph, the non-terminating Party shall be entitled to payment for actual work performed at unit MOU prices for completed items of work. The terminating Party shall make a reasonable, equitable adjustment in the MOU price for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this MOU by Party at any time during the term for convenience, shall not constitute a breach of MOU by the terminating Party.

#### 16. Suspension of Performance and Resumption of Performance

In the event of government closure, suspension, or limitation of funding in any way after the effective date of this MOU and prior to normal completion, Parties may give notice to the other Party to suspend performance as an alternative to termination. Parties may elect to give written notice to the other Party to suspend performance when the Party determines there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this MOU. Notice may include notice by facsimile or email to the MOU's Representative. The Parties shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each Party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may be contingent upon the occurrence or nonoccurrence of a future event, *e.g.*, the failure of the State of Washington to pass a budget by a date specified in the notice.

When the Parties determine that the funding insufficiency is resolved, the Parties may give written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Parties will give written notice to the other as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Parties give notice that they cannot resume performance, the Parties agree that the MOU will be terminated retroactive to the original date of suspension of performance.

If the funding issue is not resolved, the Parties may terminate the MOU under the "Termination for Convenience" clause.

#### **17. Defense and Indemnity MOU**

Either Party shall defend, protect, and hold harmless the other Party or any officers or employees thereof, from and against all claims, suits, or action arising from any intentional or negligent act or omission of the other Party or any employee, agent or representative of the other Party or any subcontractor, while performing under the terms of this MOU.

# **18. Insurance Coverage**

LEDC shall comply with all provisions described in <u>Exhibit C</u>: Insurance Coverage, attached hereto.

## **19. Resolution of Conflicts**

In the event of an inconsistency in this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- i. Applicable federal and state statutes and regulations
- ii. Special terms and conditions
- iii. Exhibits
- iv. General terms and conditions
- v. Any other provision of this MOU whether incorporated by reference or otherwise.

# 20. Disputes, Venue and Choice of Law

Both Parties agree that any disputes that arise under or relating to this MOU that cannot be resolved to the satisfaction of both parties shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the City and LEDC will be appointed to mediate. Should the parties be unable to agree upon a mediator, then the dispute shall be mediated through the Washington Arbitration and Mediation Service, at its Tacoma office, and in accordance with the WAMS mediation rules. Each Party shall pay an equal percentage of the mediator's fees and expenses. Either Party may not use any funds received under this MOU to pay mediator's fees and

expenses. The mediation shall be confidential in all respects, as allowed or required by law.

In the event that mediation does not resolve the dispute, the venue for any litigation arising under or relating to this MOU shall be in the courts of the State of Washington. This MOU shall be governed by the laws of the State of Washington, excepting only the choice of law rules of the State of Washington.

# 21. Records Maintenance

Subject to Records Retention Schedules and State Auditing Requirements, each Party shall maintain all books, records, documents, data, and other evidence relating to this MOU and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU. Both Parties shall retain such records for the period required by WA State Auditor records retention schedules.

If any litigation or claim is initiated before the expiration of the applicable records retention schedule, the records shall be retained for a period of seven (7) years after all litigation and claims involving the records have been finally resolved.

# 22. Recapture

In the event a Party fails to perform services specified in this MOU in accordance with state laws, federal laws, and/or the provisions of this MOU, the other Party reserves the right to recapture funds in an amount required to compensate the other Party for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the failing Party or refunds under this recapture provision shall occur within the timeframe specified by the other Party. In the alternative, the other Party mayrecapture such funds from payments due under this MOU.

# 23. Confidentiality

Unless otherwise required by the Public Records Act (RCW 42.56), both parties or any employee, agent or representative of the Parties or any subcontractor shall maintain the confidentiality of all information provided or acquired by the Parties in performance of this MOU, except upon prior written consent of the Attorneys for each Party or an order entered by a court after having acquired jurisdictionover the Parties. Each Party shall indemnify and hold harmless the other Party, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorney's fees, and costs resulting from a Party's breach of this provision.

#### 24. Information System Security

Unless otherwise required by the Public Records Act (RCW 42.56), LEDC shall protect and maintain all confidential information gained by reason of this contract against unauthorized use, access, disclosure, modification or loss. Personal and/or medical information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract.

#### 25. Protection of Personal Information

Unless otherwise required by the Public Records Act (RCW 42.56), LEDC shall not use, publish, transfer, sell or otherwise disclose any confidential information gained by reason of this contract for any purpose that is not directly connected with the Contractor's performance of the services contemplated hereunder except as provided by law, received by LEDC pursuant to section 9 of this contract or with the prior written consent of the individual or personal representative of the individual who is the subject of the personal information. Upon request by the City or at the end of the contract term, or when no longer needed, LEDC shall return the confidential information or certify in writing that LEDC destroyed the information in a manner that cannot be reconstructed.

#### 26. Ethics/Conflicts of Interest

In performing under this MOU, both Parties will assure compliance with the Ethics in Public Service Act (Chapter 42.52 Revised Code of Washington), and any other applicable state or federal law related to ethics or conflicts of interest.

# 27. Information System Security

Both Parties shall protect and maintain all confidential information gained by reason of this MOU against unauthorized use, access, disclosure, modification or loss. Personal and/or medical information collected, used or acquired in connection with this MOU shall be used solely for the purposes of this MOU.

# 28. MOU Amendments

No amendment, modification or renewal shall be made to this MOU unless set forth in a written Memorandum of Understanding Amendment, signed by both parties. Work under a Memorandum of Understanding Amendment shall not proceed until both Parties duly executes the Memorandum of Understanding Amendment.

#### **29.** Severability

If any term or condition of this MOU or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this MOU are declared severable.

#### **30.** Conformance

If any provision of this MOU violates any statute or rule of law of the state of Washington or of the United States of America, it is considered modified to conform to that statute or rule of law.

#### 31. Waiver

Waiver of any breach or condition of this MOU shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this MOU shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the party granting such a waiver.

#### 32. Survival

The terms and conditions contained in this MOU will survive the completion, cancellation, termination, or expiration of the MOU.

### 33. Entire MOU

This written MOU along with attached exhibits and the documents and terms incorporated herein by Section 23 of this MOU, represents the entire MOU between the parties.

**34. MOU Representative** Each party to this MOU shall have an MOU representative. Each party may change its representative upon providing written notice to the other party. The parties' MOU representatives for this MOU are:

# For the City:

Jill Anderson, City Manager janderson@ci.chehalis.wa.us 350 N. Market Blvd., Room 101 Chehalis, WA 98532 360-345-1042

# For Lewis Economic Development Council:

Richard DeBolt, LEDC Executive Director <u>Richard@lewisedc.com</u> 1611 N. National Avenue Chehalis, WA 98532 360-748-0114

#### **35.** Authorization

Only the Chehalis City Council, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this MOU with respect to the rights and responsibilities of City. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this MOU is not effective or binding unless made in writing and approved by the Chehalis City Council.

Only the LEDC Board Chair, or its designated MOU Representative identified herein, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this MOU with respect to the rights and responsibilities of LEDC. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this MOU is not effective or binding unless made in writing and signed by the LEDC Board Chair, or its MOU Representative.

IN WITNESS THEREOF, this executed on \_\_\_\_\_day of \_\_\_\_\_, 2021.

Accepted:

City of Chehalis

Jill Anderson, City Manager

Dated:

Accepted:

Lewis County Economic Development Council

Dated:

APPROVED AS TO FORM:

Erin Hillier, City Attorney

# **Exhibit A: Statement of Work and Reporting Requirements**

The purpose of this **Statement of Work** is to detail the work to be performed by LEDC and the methods and content for reporting progress by LEDC in fulfilling all duties encompassed in this MOU.

The term of this MOU shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_. This MOU may be extended upon mutual agreement by the LEDC and City Council.

LEDC shall administer funds awarded hereunder, to support a variety of activities and services including, but not limited to:

Expenses associated with the provision of economic support including, developing strategies for infrastructure funding; planning and facilitating stakeholder meetings as it relates to strategic infrastructure initiatives, including, but not limited to, those that may be tied to the American Rescue Plan Act Funds (ARPA).

Specific activities requested shall include, but not be limited to, the following:

# **Category 1: Economic Impact Support**

#### Deliverables:

- Facilitate and plan stakeholder meetings as it relates to strategic infrastructure initiatives, including but not limited to ARPA funds
- Plan facilitate and coordinate an Economic Impacts meeting with all stakeholders, including Senators and Representatives

#### **Reporting Requirements:**

• Provide monthly reports to stakeholders and the City Council including list of stakeholder meetings (minimum of 12 reports each year)

#### Due Dates:

- Monthly Alliance updates with the City Council
- Conduct stakeholder meeting as soon as practical

#### **Category 2: Infrastructure Analysis and Grant Assistance**

#### **Deliverables:**

- Research and lobby for infrastructure funding in order to maximize federal, state, and local funds.
- The Alliance to provide written information to specifically identify funding opportunities that best fit City projects as soon as possible to provide the City adequate notice of deadlines, with quarterly updates on funding opportunities.

- City to provide comprehensive list of Capital and Transportation Improvement projects and identify three to five priority projects each year.
- EDC to provide information on opportunities for regional collaboration to maximize the use of taxpayer dollars and support a dig-once approach.
- EDC to provide access to its regional database of maps and project information to support Chehalis with its grant applications
- EDC to assist Chehalis in gathering letters of support from stakeholders including state and federal officials for projects as appropriate
- EDC to assist the City in presenting information regarding its projects to grant making boards and authorities, stakeholders, and other parties as needed.

#### **Reporting Requirements:**

• Provide monthly reports and calendar to stakeholders and the City Council including current list of infrastructure initiatives, matching funds obtained and new funds awarded.

#### Due Date:

• Monthly EDC updates for the City Council in writing or via presentation to the City Council

#### **Category 3: Establish accounting and reporting practices**

#### Deliverables:

- Establish a subaccount for accounting administration of ARPA funds, if applicable
- Establish procedure, database, and collection of necessary accounting data required for administration of ARPA, if applicable

#### Due Date:

• The EDC will bill the City monthly.

# Exhibit B: Budget, Invoicing, and Payment

# 1. Compensation

City of Chehalis shall pay an amount not to exceed forty thousand dollars (\$40,000) to EDC for work as described in Exhibit A, in subject to conditions set forth in this Exhibit B: Budget, Invoicing, and Payment.

City may withhold payment if LEDC fails to:

- Comply with reporting Exhibit A reporting requirements; or
- Submit required invoices and supportive documentation to City of Chehalis.

# 2. Invoice Timeframe

LEDC shall submit invoices on a monthly basis to the City Finance Director including details of work performed on tasks outlined in Attachment A.

LEDC's failure to submit invoices as specified is grounds for the City to terminate the MOU as provided herein.

#### 3. Eligible Use of Funds

Funding awarded under this MOU may only be used for activities described in

Exhibit A.

# 4. Ineligible use of Funds

Use of funds made available under this section for deposit into any pension fund is prohibited.

# 5. Duplicate Payment

LEDC certifies that work to be performed under this MOU does not duplicate any work to be charged against any other City of Chehalis MOU, subcontract or funding from any other source.

# 6. Audit

i. General Requirements:

LEDC is to procure audit services based on the following guidelines:

a. LEDC shall maintain its records and accounts so as to facilitate the audit requirement.

- b. As applicable, LEDC shall be required to have an audit and must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
- c. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. LEDC must respond to City requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
- ii. The Office of the State Auditor shall conduct the audit.
- iii. LEDC shall include the above audit requirements in any grant awards.
- iv. In all cases, LEDC's financial records must be available for review by City.

# 7. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this MOU for any future fiscal period, neither Party will be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to either Party in the event this provision applies.

# 8. Errors and Omissions Uncompensated

In the event of any errors or omissions by the Parties in the performance of any work required under this MOU, the Parties shall make any and all necessary corrections without additional compensation.

# **Exhibit C: Insurance Coverage**

LEDC shall provide insurance coverage as set out in this Exhibit to protect the City should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of LEDC or subcontractor, or agents of either, while performing under the terms of this MOU.

All required insurance shall be issued by an insurance company authorized to do business within the State of Washington. The insurance shall name the City and its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. LEDC shall instruct the insurers to give the City thirty (30) calendar days advance notice of any insurance cancellation or modification.

LEDC shall submit to the City within fifteen (15) calendar days of the MOU start date, proof of insurance identifying City of Chehalis, Non-Contributory, additionally Insured, with endorsement(s) for additional insured as indicated below, which outlines the coverage and limits defined in this insurance section. During the term of the MOU, LEDC shall submit renewal certificates with endorsements not less than thirty (30) calendar daysprior to expiration of each policy required under this section.

LEDC shall provide insurance coverage that shall be maintained in full force and effect during the term of this MOU, as follows:

# 1. Commercial General Liability Insurance Policy

Provide a Commercial General Liability Insurance Policy, including grant liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of MOU activity but no less than \$1,000,000 per occurrence. Additionally, LEDC is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

# 2. Professional Liability

Provide a Professional Liability Insurance Policy written on an occurrence basis in adequate quantity to protect against errors and omissions claims arising out of an MOU activity.

# 3. Automobile Liability

In the event that performance pursuant to this MOU involves the use of vehicles, owned or operated by LEDC or its subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

# 4. Fidelity Insurance

Every officer, director, employee, or agent who is authorized to act on behalf of LEDC for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- i. The amount of fidelity coverage secured pursuant to this MOU shall be \$100,000 or the highest of planned reimbursement for the MOU period, whichever is greatest. Fidelity insurance secured pursuant to this paragraph shall name LEDC as beneficiary.
- ii. Subcontractors that receive \$10,000 or more per year in funding through this MOU shall secure fidelity insurance as noted above. Fidelity insurance secured by subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

# 5. Industrial Insurance Waiver

LEDC shall comply with all applicable provisions of Title 51 Revised Code of Washington, Industrial Insurance. If LEDC fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, City may collect from LEDC the full amount payable to the Industrial Insurance Accident Fund. City may deduct the amount owed by LEDC to the accident fund from the amount payable to LEDC by City under this MOU, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from LEDC.

#### CHEHALIS CITY COUNCIL MEETING AGENDA REPORT

TO:	The Honorable Mayor and City Council
FROM:	Jill Anderson, City Manager
BY:	Chun Saul, Finance Director
MEETING OF:	October 25, 2021
SUBJECT:	2021 Third Quarter Financial Status Report

#### DISCUSSION

This document provides a summary review of the City's financial activities and status for the third quarter ending September 30, 2021.

The attached financial statements include 1) Summary of Revenues, Expenditures, and Fund Balances – Budget to Actual for all city funds combined and 2) Two-year comparative financial statements for the General Fund and the major enterprise funds.

The financial statements have been formatted to be consistent with the budget for ease of comparison and review of information. Comparisons and variances shown are based on straight line projections. **The YTD target for the third quarter is 75% (9 of 12 months).** 

#### **CITY-WIDE OVERVIEW**

Overall, on a city-wide basis, the city has received \$21,899,966 or 72.6% of the 2021 total revenue budget (including transfers-in) and has expensed \$19,313,641 or 62.8% of the 2021 total expenditure budget (including transfers-out) through September 30, 2021. Total revenues exceeded total expenditures by \$2,586,325. The city-wide total fund balance as of September 30, 2021, is \$27,731,403.

					ΥT	D Variance
						Actual to
	2021					Target
	Amended	YTD Actual	YTD %	of		Positive
City-Wide, All Funds	Budget	9/30/2021	Budg	et	(1	Negative)
Revenues & Transfers In	\$ 30,181,683	\$ 21,899,966	7	2.6%	\$	(736,296)
Expenditures & Transfers Out	30,772,093	19,313,641	e	52.8%		3,765,429
Excess Revenue Over (under) Expendit	(590,410)	2,586,325	-43	8.1%	\$	3,029,133
Beginning Cash & Investments	25,145,078	25,145,078	10	0.0%		
Ending Cash & Investments	\$ 24,554,668	\$ 27,731,403	11	2.9%		

Other than the General Fund, all other funds are restricted funds that are used to account for specific revenues or resources that are legally restricted or designated to finance particular activities of the city, such as transportation benefit district (TBD), lodging tax, utilities, and Airport funds.

Total YTD city-wide revenues received is \$736,296 or 2.4% below the nine-month target amount. The key contributing factor for this variance is due to intergovernmental grant receipts.

- Intergovernmental grants and state shared revenues received through September is \$811,853 below the nine-month target amount. The grants are reimbursement-based grants and include state TIB grant for a transportation project and Federal FAA grant for an Airport project. After eligible costs are incurred, grant billings will be submitted for reimbursements.
- Whereas the City's total tax revenues are ahead of the nine-month target amounts. Below table provides a summary of all tax revenues.

		YTD Actual		Variance to
City-wide Tax Revenues	2021 Budget	9/30/2021	Prct Rec'd	YTD Target
Property taxes	\$ 1,980,859	\$ 1,192,877	60.2% \$	(292,767)
Sales tax	5,718,100	4,518,977	79.0%	230,402
Utility tax	1,619,400	1,326,824	81.9%	112,274
Leasehold tax	54,700	41,055	75.1%	30
Sales tax - TBD	1,286,000	1,022,923	79.5%	58,423
Hotel/Motel tax	219,500	188,392	85.8%	23,767
REET	224,900	294,341	130.9%	125,666
TOTALS	\$ 11,103,459	\$ 8,585,389	77.3% \$	257,795

The City has expensed 62.8% of the 2021 budget through September. This is \$3,765,429 or 12.2% below the nine-month target amount. About \$1,809,966 or 48% of the variance is related to capital project expenditures. Total 2021 capital budget is \$7,045,723 and only 49.3% of the 2021 capital budget has been used through September. Operating expenditures through September is about 68.1% of the 2021 budget and is \$1,328,923 or 6.9% below the nine-months target amount.

Additional information on the revenue and expenditure variances for the General Fund and the major enterprise funds are explained in more detail in the fund overview sections below.

#### **GENERAL FUND OVERVIEW**

The General Fund's YTD total revenue is \$8,299,699 or 75.2% of the 2021 budget. This is \$23,596 or 0.2% above the nine-month target amount.

YTD total expenditures and transfers is \$7,878,609 or 68.9% of the 2021 budget. This is \$703,704 or 6.1% below the nine-month target amount.

YTD total revenues exceeded the total expenditures by \$421,090. The ending cash and investments (fund balance) as of September 30, 2021, is \$2,661,829, which is about 24.1% of the 2021 general fund revenue budget.

						Y	TD Variance
					YTD	Ac	tual to Target
	202	21 Amended	Y	TD Actual	Actual %		Positive
General Fund Summary		Budget	9	/30/2021	of Budget		(Negative)
Revenues & Transfers-In	\$	11,034,803	\$	8,299,699	75.2%	\$	23,596
Expenditures & Transfers-out		11,443,082		7,878,609	68.9%		703,704
Revenues Over (Under) Expenditures		(408,279)		421,090	-103.1%		727,300
Beginning Fund Balance		2,240,739		2,240,739	_		
Ending Fund Balance	\$	1,832,460	\$	2,661,829	_		
Ending Fund Balance % of Revenue		16.6%		24.1%	-		

#### **General Fund Revenues:**

2021 YTD total tax revenues is \$7,079,733 or 75.5% of the 2021 budget. This is \$49,939 above the ninemonth target amount. 2021 YTD tax revenues increased \$772,781 or 12.3% when compared to this time last year. Total tax revenues make up 85.3% of total general fund revenues received through September 2021.

					YTD	% of	Va	riance YTD	2020-20201				
			YTD Actual		Bu	Budget T		Farget vs.	YTD Actual		YTD	% Incr.	
General Fund Revenues	2	021 Budget	ç	9/30/2021	Re	ec'd		Actual	9/30/2020	Сс	mparison	(decr.)	
Property Taxes	\$	1,980,859	\$	1,192,877	6	0.2%	\$	(292,767)	\$1,150,165	\$	42,712	3.7%	
Sales and Use Taxes		5,718,100		4,518,977	7	9.0%		230,402	3,874,093		644,884	16.6%	
Utility Taxes		1,619,400		1,326,824	8	1.9%		112,274	1,237,453		89 <i>,</i> 371	7.2%	
Other Taxes		54,700		41,055	7	5.1%		30	45,241		(4,186)	-9.3%	
Subtotal for Tax Revenues		9,373,059		7,079,733	7	5.5%		49 <i>,</i> 939	6,306,952		772,781	12.3%	
Licenses and Permits		335,720		328,648	9	7.9%		76 <i>,</i> 858	152,842		175,806	115.0%	
Intergovernmental		623,361		342,957	5	5.0%		(124,564)	326,121		16,836	5.2%	
Charges for Goods & Services		410,575		332,672	8	1.0%		24,741	144,816		187,856	129.7%	
Fines and Forfeitures		120,705		80,462	6	6.7%		(10,067)	88,482		(8,020)	-9.1%	
Miscellaneous		171,383		135,227	7	8.9%		6,690	157,704		(22,477)	-14.3%	
Subtotal for Non-Tax Revenues		1,661,744		1,219,966	7	3.4%		(26,342)	869,965		350,001	40.2%	
Total Revenues	\$	11,034,803	\$	8,299,699	7	5.2%	\$	23,597	\$7,176,917	\$1	1,122,782	15.6%	

**Property Tax:** YTD received is \$1,192,877 which is \$292,767 or 14.8% below the nine-month target amount. This is normal trend for this time of the year.

**Sales Tax**: YTD received is \$4,518,977 or 79.0% of the 2021 budget. This is \$230,402 or 4.0% above the nine-month target amount. 2021 YTD sales tax revenue increased \$644,884 or about 16.6% when compared to 2020 YTD sales tax revenue. Sales tax is the City's largest revenue source and makes up 54.4% of the total general fund revenues received through September 2021.



The chart illustrates the month-to-month comparisons for Chehalis local sales tax distributions received in years 2021, 2020 & 2019.

**Utility Tax:** Total YTD received is \$1,326,824 or 81.9% of the 2021 budget and is \$112,274 above the ninemonth target amount. 2021 YTD utility tax revenue increased \$89,371 or 7.2% when compared to this time last year. Telephone utility tax revenue continues to decline while electricity and gas utility tax revenues increased from this time last year.

**Licenses and Permits**: Total YTD received is \$328,648 or 97.9% of the 2021 budget and is \$76,858 above the nine-month target amount. This amount includes business licenses and permit fees (i.e., business license fees and franchise fees) and non-business license and permit fees (i.e., building permit fees, animal licenses and gun permits. While business license fee revenue is consistent with the budget projection, building permit fee revenue has exceeded the 2021 budget at the end of September. YTD building permit fee revenue is \$222,664 or 108.4% of the 2021 budget. 2021 YTD building permit fee increased \$163,041 or 273.5% when compared to this time last year.

**Intergovernmental Revenue:** YTD total received is \$342,957 or 55.0% of the 2021 budget. This category includes intergovernmental grants, state shared revenues, and the Main Street B&O Tax Credit. State RCO grant is budgeted for \$233,425, but no payments has been received yet.

**Charges for goods and services**: Total YTD revenue is \$332,672 or 81.0% of the 2021 budget. This category includes charges for fire and police services, plan review fees, and recreation program fees. Recreation program fees make up about 45% of the budget in this category. YTD recreation program revenue is \$150,633 or 69.6% of the 2021 budget. Plan review fees received to-date is \$115,000 or 107.5% of the 2021 budget. 2021 YTD plan review fee revenues increased 85,698 or 292.5% when compared to this time last year.

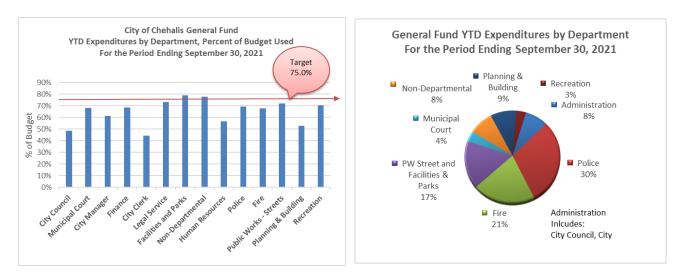
**Miscellaneous:** Total YTD revenues is \$135,227 or 78.9% of the 2021 budget. This amount includes field and facility rentals, interest earnings, seizures & forfeitures, proceeds of surplus sales, and insurance recoveries, etc. YTD downtown parking fees collected is \$13,407. YTD recreation fields and facility rental revenue is \$43,650.

#### **General Fund Expenditures and Transfers-out**

YTD expenditures and transfers through September is \$7,878,609 or 68.9% of the 2021 budget. This is \$703,704 or about 6.1% below the nine-month target amount. YTD expenditures for most departments are within the nine-month target amount with the following exceptions:

- Facilities and Parks department has used 78.9% of their 2021 budget through September. This exceeds the nine-month target amount by \$26,619. Summer months are busy for this department. Hiring several seasonal hourly staff and purchasing bulk of maintenance supplies in the second and third quarters are the key contributing factors for this variance.
- Non-departmental department has used 77.7% of the 2021 budget through September. This exceeds the nine-month target amount by \$50,207. The main contributing factor for this variance is due to transfers out. 2021 budgeted transfers out to reserve funds are 83% complete at the end of September.

YTD expenditures for public safety (police and fire) and Public Works Street and Facilities and Parks make up about 50.7% and 17.0% of the general fund total expenditures, respectively.



Bottom Line: Overall, the general fund operated within the budget parameters.

#### ENTERPRISE FUND OVERVIEW

#### Wastewater Fund

YTD total revenues received is \$4,295,304 or 77.6% of the 2021 budget. This is \$146,521 above the ninemonth target amount. YTD charges for services (rate billing) exceeded the nine-month target amount by \$173,286 or 3.4%. YTD hookup/connection fee revenue is 104.8% of the 2021 budget.

YTD operating expenditures is \$2,429,355 or 71.0% of the 2021 budget. This is \$136,696 or 4.0% below the nine-month target amount. Debt service payment to-date is 51.1% of the 2021 budget, and capital expenditures to-date is 63.6% of the 2021 budget.

YTD total revenues exceeded total expenditures by \$580,480 at the end of September 2021.

#### Water Fund

YTD total revenues received is \$2,300,792 or 71.0% of the 2021 budget. This is \$128,156 or 4.0% below the nine-month target amount.

YTD charges for services (rate billing) is 71.9% of the 2021 budget. This is \$90,901 or 3.1% below the ninemonth target amount. However, 2021 YTD revenue for water services increased \$142,054 when compared to 2020 YTD. Historically, water consumptions go up during the summer and fall months.

YTD operating expenditures is \$1,669,712 or 67.9% of the 2021 budget. This is \$175,479 below the ninemonth target amount. Total capital expenditures to-date is 48.3% of the 2021 budget while debt services payment is 99.8% of the 2021 budget.

YTD total expenditures exceeded the total revenues by \$211,855 at the end of September 2021.

#### Storm and Surface Water Fund

YTD total revenues received is \$543,250 or 76.5% of the 2021 budget. This is \$10,926 or 1.5% above the nine-month target amount.

YTD operating expenditures is \$291,345 or 52.6% of the 2021 budget. This is \$124,305 below the ninemonth target amount. The key contributing factors for this variance include 1) hiring delay for the Street Superintendent position, which is 50% funded by the Storm and Surface Water Fund 2) only 23.3% of operating supplies budget has been used through the end of September.

YTD capital expenditure is \$321,510 or 81.7% of the 2021 budget.

YTD total expenditures exceeded the total revenues by \$69,942 at the end September 2021.

#### Airport Fund

YTD total revenues received is \$2,315,174 or 55.0% of the 2021 budget. This is \$839,669 below the ninemonth target amount. The key contributing factors for this variance include 1) Federal FAA grant for the Airport pavement project is budgeted for \$1,346,070 and only 32.0% or \$472,071 has been received through September 2) CARB loan proceeds for the above ground fuel storage project was budgeted for \$750,000 but only \$362,760 or 48.4% has been received through September.

Fuel sales and rental/lease revenues to-date is \$35,693 or about 1.7% below the nine-month target amount.

YTD operating expenditures is \$983,716 or 75.6% of the 2021 budget. This is \$7,689 above the nine-month target amount. 2021 capital expenditure budget is \$2,118,930, but only \$330,913 or 15.6% of the 2021 budget has been used through September.

YTD total revenues exceeded total expenditures by \$902,943 at the end September 2021.

#### TREASURER'S REPORT – CASH AND INVESTMENTS

The city's total cash, deposits, and investments as of September 30, 2021, is \$27,731,403. About 86.0% or \$23,808,307 is invested and earns interests. The remaining 14.0% or \$3,923,096 is deposited in non-interest-bearing checking accounts to cover on-going cash flow needs.

City of Chehalis Cash, Deposits & Investments - Total Combined All Funds										
Account Type	Balance 9/30/2021	% of Total								
Checking & Revolving Cash Fund	\$ 3,923,096	14%								
Local Government Investment Pool (LGIP)	18,733,010	68%								
US Govt Agency Securities (Bonds)	5,075,297	18%								
Total	\$ 27,731,403	100%								

A summary of cash funds and investment types are as follows:

Note: Other than the General Fun	d, all other funds are	
restricted or designated to finance	e particular activities	
of the City.		

Only \$2,661,829 or 9.6% of the total cash and investments belongs to the General Fund. Other than the General Fund, all other funds are restricted funds which account for specific revenues or resources that are legally restricted or designated to finance particular activities of the city, such as transportation benefit district, lodging tax, utilities, and Airport funds.

2021 YTD total investment interest earnings through September 30, 2021, is \$24,119. This is a \$132,710 decrease from this time last year.

YTD average net earnings rates for LGIP for 2021 and 2020 were 0.1096% and 0.7942%, respectively. The LGIP net earnings rate has declined from 1.7225% in January 2020 to 0.0870% in September 2021.



#### FISCAL IMPACT

As shown.

#### RECOMMENDATION

It is recommended that the City Council review this information and let staff know if there are any questions.

#### **SUGGESTED MOTION**

N/A

# **City of Chehalis**



# Quarterly Council Financial Report Third Quarter 2021

For the Period Ending September 30, 2021 (January through June)

**City of Chehalis, Washington** 

#### City of Chehalis Revenues, Expenditures, and Fund Balances - Budget to Actual 2021 Third Quarter Financial Statements - All Funds As of September 30, 2021

	Beginning F	und Balance		Revenues & T	ransfers		E	kpenditures &	Transfers		Changes in F	und Balance	Ending Fur	nd Balance
	2021		2021	YTD			2021	YTD		YTD %	2021	YTD	2021	YTD
	Amended	Actual	Amended	9/30/2021		YTD % of	Amended	9/30/2021		of	Amended	9/30/2021	Amended	9/30/2021
Fund Type/Name	Budget	1/1/2021	Budget	Actual	Balance	Budget	Budget	Actual	Balance	Budget	Budget	Actual	Budget	Actual
General Fund & Sub-Funds:	Ŭ													
General Fund	\$ 2,240,739	\$ 2,240,739	\$ 11,034,803	\$ 8,299,699	\$ 2,735,104	75.2%	\$ 11,443,082	\$ 7,878,609	\$ 3,564,473	68.9%	\$ (408,279)	\$ 421,090	1,832,460	\$ 2,661,829
Sub-funds:	+ _),	+ _, ,	+ ==,== .,===	+ -,,	+ _,,		+,,	+ .,,	+ -,,		+ (,=,	+,	_,,	+ _,,
Dedicated Street Fund	188,475	188,475	116,950	101,119	15,831	86.5%	184,520	41,977	142,543	22.7%	(67,570)	59,142	120,905	247,617
Building Abatement Fund	51,614	51,614	100	35	65	35.0%		-	,= .=	0.0%	100	35	51,714	51,649
Compensated Absences Fund	198,020	198,020	200,400	200,133	267	99.9%	151,000	151,086	(86)	100.1%	49,400	49,047	247,420	247,067
LEOFF 1 OPEB Reserve Fund	101,107	33,607	166,100	94,643	71,457	57.0%	168,300	89,720	78,580	53.3%	(2,200)	4,923	98,907	38,530
Federal & State Grant Fund	-	-	1,066,299	1,068,602	(2,303)	100.2%	335,181	-	335,181	0.0%	731,118	1,068,602	731,118	1,068,602
Automotive/Equip. Reserve Fund	108,178	108,178	206,514	206,557	(43)	100.0%	46,500	83	46,417	0.2%	160,014	206,474	268,192	314,652
Total sub-funds	647,394	579,894	1,756,363	1,671,089	85,274	95.1%	885,501	282,866	602,635	31.9%	870,862	1,388,223	1,518,256	1,968,117
Total General Fund and Sub-Funds	2,888,133	2,820,633	12,791,166	9,970,788	2,820,378	78.0%	12,328,583	8,161,475	4,167,108	66.2%	462,583	1,809,313	3,350,716	4,629,946
Special Revenue Funds:														
Arterial Street Fund	98,528	98,528	160,600	104,901	55,699	65.3%	168,300	133,850	34,450	79.5%	(7,700)	(28,949)	90,828	69,579
Transportation Benefit Dist. Fund	3,105,160	3,105,160	1,751,740	1,041,089	710,651	59.4%	1,637,650	1,049,457	588,193	64.1%	114,090	(8,368)	3,219,250	3,096,792
Tourism Fund	110,053	110,053	219,500	188,467	31,033	85.9%	256,563	130,634	125,929	50.9%	(37,063)	57,833	72,990	167,886
Community Block Grant Fund	24,592	24,592	50	17	33	34.0%	1,000	-	1,000	0.0%	(950)	17	23,642	24,609
HUD Block Grant Fund	88,424	88,424	180	60	120	33.3%	2,000	-	2,000	0.0%	(1,820)	60	86,604	88,484
Total Special Revenue Funds	3,426,757	3,426,757	2,132,070	1,334,534	797,536	62.6%	2,065,513	1,313,941	751,572	63.6%	66,557	20,593	3,493,314	3,447,350
Debt Service Funds:														
2011 G.O. Bond Fund	5	5	301,934	301,933	1	100.0%	301,934	211,995	89,939	70.2%	-	89,938	5	89,943
Total Debt Service Fund	5	5	301,934	301,933	1	100.0%	301,934	211,995	89,939	70.2%	-	89,938	5	89,943
Capital Project Funds:														
Public Facilities Reserve Fund	958,474	958,474	711,982	306,524	405,458	43.1%	1,260,185	985,703	274,482	78.2%	(548,203)	(679,179)	410,271	279,295
First Quarter REET Fund	217,375	217,375	115,100	147,302	(32,202)	128.0%	130,196	130,195	1	100.0%	(15,096)	17,107	202,279	234,482
Second Quarter REET Fund	240,627	240,627	110,700	147,356	(36,656)	133.1%	75,131	75,131	-	100.0%	35,569	72,225	276,196	312,852
Total Capital Project Funds	1,416,476	1,416,476	937,782	601,182	336,600	64.1%	1,465,512	1,191,029	274,483	81.3%	(527,730)	(589,847)	888,746	826,629
Proprietary Funds:														
Garbage Fund	8,318	8,318	6,115	4,910	1,205	80.3%	6,100	3,652	2,448	59.9%	15	1,258	8,333	9,576
Wastewater Fund	5,368,364	5,368,364	5,531,711	4,295,304	1,236,407	77.6%	5,812,570	3,714,824	2,097,746	63.9%	(280,859)	580,480	5,087,505	5,948,844
Water Fund	7,990,124	7,990,124	3,238,597	2,300,792	937,805	71.0%	3,918,107	2,512,647	1,405,460	64.1%	(679,510)	(211,855)	7,310,614	7,778,269
Storm & Surface Water Fund	1,699,119	1,699,119	709,765	543,250	166,515	76.5%	948,100	613,192	334,908	64.7%	(238,335)	(69,942)	1,460,784	1,629,177
Airport Fund	1,391,726	1,391,726	4,206,458	2,315,174	1,891,284	55.0%	3,601,769	1,412,231	2,189,538	39.2%	604,689	902,943	1,996,415	2,294,669
Total Proprietary Funds	16,457,651	16,457,651	13,692,646	9,459,430	4,233,216	69.1%	14,286,646	8,256,546	6,030,100	57.8%	(594,000)	1,202,884	15,863,651	17,660,535
Fiduciary Funds:														
Firemen's' Pension Fund	956,056	1,023,556	15,480	13,709	1,771	88.6%	13,300	3,097	10,203	23.3%	2,180	10,612	958,236	1,034,168
Custodial Court Fund	-	-	103,800	58,025	45,775	55.9%	103,800	53,842	49,958	51.9%	-	4,183	-	4,183
Custodial Other Agency Fund	-	-	206,805	160,365	46,440	77.5%	206,805	121,716	85,089	58.9%	-	38,649	-	38,649
Total Fiduciary Funds	956,056	1,023,556	326,085	232,099	93,986	71.2%	323,905	178,655	145,250	55.2%	2,180	53,444	958,236	1,077,000
TOTAL ALL CITY FUNDS	\$ 25,145,078	\$ 25,145,078	\$ 30,181,683	\$ 21,899,966	\$ 8,281,717	72.6%	\$ 30,772,093	\$ 19,313,641	\$ 11,458,452	62.8%	\$ (590,410)	\$ 2,586,325	\$ 24,554,668	\$ 27,731,403
Note: May contain rounding differen	ces of +/-1		<b>B</b>										R	

# City of Chehalis Comparative Revenues, Expenditures, and Fund Balances - Budget to Actual September 2020 and 2021 **General Fund**

2020       2020       2020       2021       2021       2021 YTD       ^Variance       Change Y         GENERAL FUND (#001)       Budget       9/30/2020       Budget       Budget       9/30/2021       Budget       9/30/2021       Budget       % of Budget       YTD Actual       % of Budget       YTD Target       Actual 20         Revenues: Taxes:       Property Taxes       \$ 1,937,842       \$ 1,150,165       59.4%       \$ 1,980,859       \$ 1,192,877       60.2%       \$ (292,767)       \$ 42,7         Sales and Use Taxes       4,893,500       3,874,093       79.2%       5,718,100       4,518,977       79.0%       230,402       644,8         Utility Taxes       1,592,635       1,237,453       77.7%       1,619,400       1,326,824       81.9%       112,274       89.3         Other Taxes       50,168       45,241       90.2%       54,700       41,055       75.1%       30       (4,1         Total Taxes       8,474,145       6,306,952       74.4%       9,373,059       7,079,733       75.5%       49,939       772,7	
Revenues: Taxes:         \$ 1,937,842         \$ 1,150,165         59.4%         \$ 1,980,859         \$ 1,192,877         60.2%         \$ (292,767)         \$ 42,7           Property Taxes         \$ 1,937,842         \$ 1,150,165         59.4%         \$ 1,980,859         \$ 1,192,877         60.2%         \$ (292,767)         \$ 42,7           Sales and Use Taxes         4,893,500         3,874,093         79.2%         5,718,100         4,518,977         79.0%         230,402         644,8           Utility Taxes         1,592,635         1,237,453         77.7%         1,619,400         1,326,824         81.9%         112,274         89,3           Other Taxes         50,168         45,241         90.2%         54,700         41,055         75.1%         30         (4,1)	021-
Taxes:Property Taxes\$ 1,937,842\$ 1,150,16559.4%\$ 1,980,859\$ 1,192,87760.2%\$ (292,767)\$ 42,7Sales and Use Taxes4,893,5003,874,09379.2%5,718,1004,518,97779.0%230,402644,8Utility Taxes1,592,6351,237,45377.7%1,619,4001,326,82481.9%112,27489,3Other Taxes50,16845,24190.2%54,70041,05575.1%30(4,1)	
Taxes:Property Taxes\$ 1,937,842\$ 1,150,16559.4%\$ 1,980,859\$ 1,192,87760.2%\$ (292,767)\$ 42,7Sales and Use Taxes4,893,5003,874,09379.2%5,718,1004,518,97779.0%230,402644,8Utility Taxes1,592,6351,237,45377.7%1,619,4001,326,82481.9%112,27489,3Other Taxes50,16845,24190.2%54,70041,05575.1%30(4,1)	
Property Taxes\$ 1,937,842\$ 1,150,16559.4%\$ 1,980,859\$ 1,192,87760.2%\$ (292,767)\$ 42,7Sales and Use Taxes4,893,5003,874,09379.2%5,718,1004,518,97779.0%230,402644,8Utility Taxes1,592,6351,237,45377.7%1,619,4001,326,82481.9%112,27489,3Other Taxes50,16845,24190.2%54,70041,05575.1%30(4,1)	
Utility Taxes         1,592,635         1,237,453         77.7%         1,619,400         1,326,824         81.9%         112,274         89,3           Other Taxes         50,168         45,241         90.2%         54,700         41,055         75.1%         30         (4,1)	712
Other Taxes 50,168 45,241 90.2% 54,700 41,055 75.1% 30 (4,1	384
	371
Total Taxes 8,474,145 6,306,952 74.4% 9,373,059 7,079,733 75.5% 49.939 772.7	186)
	781
Non-Tax Revenues:	
Licenses and Permits 195,780 152,842 78.1% 335,720 328,648 97.9% 76,858 175,8	806
Intergovernmental Revenues 882,282 326,121 37.0% 623,361 342,957 55.0% (124,564) 16,8	
Charges for Goods & Services 180,670 144,816 80.2% 410,575 332,672 81.0% 24,741 187,8	856
Fines and Forfeitures 120,190 88,482 73.6% 120,705 80,462 66.7% (10,067) (8,0	020)
Miscellaneous 122,669 157,704 128.6% 171,383 135,227 78.9% 6,689 (22,4	477)
Total Non-Tax Revenues 1,501,591 869,965 57.9% 1,661,744 1,219,966 73.4% (26,343) 350,0	001
Other Fund Sources:	
Transfers-in 51,000 - 0.0% 0.0% -	-
Total Other Fund Sources 51,000 - 0.0% 0.0% -	-
Total Revenues \$ 10,026,736 \$ 7,176,917 71.6% \$ 11,034,803 \$ 8,299,699 75.2% \$ 23,596 \$ 1,122,7	782
Expenditures	
Expenditures by Department:	
	352)
Municipal Court 399,558 354,507 88.7% 428,316 291,884 68.1% 29,353 (62,6	
City Manager 199,081 150,440 75.6% 228,215 139,752 61.2% 31,409 (10,6	
Finance 286,298 215,901 75.4% 286,635 196,783 68.7% 18,193 (19,1	118)
City Clerk 85,367 58,822 68.9% 100,176 44,608 44.5% 30,524 (14,2	214)
Legal Service 75,673 54,337 71.8% 79,700 58,495 73.4% 1,280 4,1	158
Facilities and Parks         1,082,802         805,068         74.4%         1,302,886         1,027,372         78.9%         (50,207)         222,3	304
Non-Departmental         534,793         225,994         42.3%         974,887         757,784         77.7%         (26,619)         531,7	790
Human Resources         139,311         93,458         67.1%         123,750         70,003         56.6%         22,810         (23,4)	
Police 3,337,741 2,416,162 72.4% 3,425,310 2,377,866 69.4% 191,117 (38,2	
Fire 2,432,267 1,706,305 70.2% 2,374,715 1,611,883 67.9% 169,153 (94,4	,
Public Works - Streets         620,487         391,192         63.0%         606,257         437,275         72.1%         17,418         46,0	
Planning & Building 698,027 321,833 46.1% 1,031,455 545,917 52.9% 227,674 224,0	
Recreation         339,790         225,067         66.2%         386,350         273,080         70.7%         16,683         48,0	J13
Total Expenditures 10,322,796 7,072,345 68.5% 11,443,082 7,878,609 68.9% 703,704 806,2	264
Excess Revenues Over (Under) Expenditures \$ (296,060) \$ 104,572 -35.3% \$ (408,279) \$ 421,090 -103.1% 727,300 \$ 316,5	518
Beginning Fund Balance         1,804,262         1,804,262         100.0%         2,240,739         2,240,739         100.0%         -         436,4	477
Ending Fund Balance \$ 1,508,202 \$ 1,908,834 126.6% \$ 1,832,460 \$ 2,661,829 145.3% \$ 727,300 \$ 752,9	995

Foot Note:

\* The target percentage of budget is calculated as the month of reporting (9 for September) divided by the number of months (12) in the year. ^ Variance from YTD target amount to YTD actual amount. Positive variance, if YTD revenue>target amount and YTD expenditure<target amount.

# City of Chehalis Expenditures by Category - Budget to Actual September 2020 and 2021 **General Fund**

				YT	D Target % *	75.00%			
	2020		2020 YTD	2021		2021 YTD		*Variance	Change YTD
	Amended	YTD Actual	% of	Amended	YTD Actual	% of	2021 YTD	YTD Target	Actual 2021-
GENERAL FUND (#001)	Budget	9/30/2020	Budget	Budget	9/30/2021	Budget	Target	vs. Actual	2020
Expenditures by Category:									
Salaries	\$ 4,970,156	\$3,716,595	74.8%	\$ 5,244,050	\$3,697,252	70.5%	\$3,933,038	\$ 235,786	\$ (19,343)
Benefits	2,207,302	1,567,169	71.0%	2,312,533	1,561,918	67.5%	1,734,400	172,482	(5,251)
Subtotal for Payroll	7,177,458	5,283,764	73.6%	7,556,583	5,259,170	69.6%	5,667,437	408,268	(24,594)
Supplies	409,893	266,261	65.0%	490,129	322,592	65.8%	367,597	45,005	56,331
Services	2,635,817	1,493,518	56.7%	2,863,037	1,815,766	63.4%	2,147,279	331,512	322,248
Capital Outlay	164,013	117,737	71.8%	65,040	53,464	82.2%	48,780	(4,684)	(64,273)
Debt Service	114,432	96,767	84.6%	128,406	99,703	77.6%	96,305	(3,398)	2,936
Custodial Activity	-	67,787	0.0%	38,243	35,278	92.2%	28,682	(6,596)	(32,509)
Transfers-out	245,332	171,113	69.7%	747,844	615,533	82.3%	560,883	(54,650)	444,420
Inferfund Charges	(424,149)	(424,602)	100.1%	(446,200)	(322,897)	72.4%	(334,650)	(11,753)	101,705
Total Expenditures	10,322,796	7,072,345	521.4%	11,443,082	7,878,609	68.9%	8,582,313	703,704	806,264
	-	-		-	-		-	-	-

Foot Note:

\* The target percentage of budget is calculated as the month of reporting (9 for September) divided by the number of months (12) in the year. ^ Variance from YTD target amount to YTD actual amount. Positive variance, if YTD revenue>target amount and YTD expenditure<target amount.

#### City of Chehalis Comparative Revenues and Expenditures - Budget to Actual September 2020 and 2021 Wastewater Fund

					TD Target % *	75.00%		_	
	2020		2020 YTD	2021		2021 YTD	^Variance		hange YTD
	Amended	YTD Actual	% of	Amended	YTD Actual	% of	YTD Target	: A	
Wastewater Fund (#404)	Budget	9/30/2020	Budget	Budget	9/30/2021	Budget	vs. Actual		2020
Revenues:									
Operating Revenues:									
Charges for Services	\$ 5,056,865	\$ 3,803,330	75.2%	\$ 5,082,600	\$ 3,985,236	78.4%	\$ 173,286	i \$	181,906
Hookup/Connection Fee	57,920	29,222	50.5%	119,200	124,955	104.8%	35,555	5	95,733
Capacity Charge (Cost Share)	277,380	138,689	50.0%	277,400	138,689	50.0%	(69,362	)	-
Intergovernmental Revenues	4,400	-	0.0%	36,211	38,211	105.5%	11,053	3	38,211
Late Payment Fees	15,450	14,426	93.4%	1,200	360	30.0%	(540	))	(14,066)
Interest Earnings	67,250	52,952	78.7%	10,000	4,152	41.5%	(3,348	3)	(48,800)
Rental Income	3,550	3,545	99.9%	3,500	3,651	104.3%	1,026	6	106
Miscellaneous Other	1,540	306	19.9%	1,600	50	3.1%	(1,150	))	(256)
Total Operating Revenues	5,484,355	4,042,470	73.7%	5,531,711	4,295,304	77.6%	146,521	ĺ	252,834
Other Fund Sources:									
Custodial Activities	-	480	0.0%	-	-	0.0%		-	(480)
Total Other Fund Source	-	480	0.0%	-	-	0.0%		-	(480)
Total Revenues & Fund Sources	\$ 5,484,355	\$ 4,042,950	73.7%	\$ 5,531,711	\$ 4,295,304	77.6%	\$ 146,521	\$	252,354
Expenditures:									
Operating Expenditures:									
Wages	\$ 1,066,122	\$ 707,743		\$ 1,090,100	\$ 784,071	71.9%	\$ 33,504	\$	76,328
Benefits	563,775	353,649	62.7%	561,200	374,724	66.8%	46,176	6	21,075
Supplies	438,652	371,964	84.8%	460,666	370,043	80.3%	(24,543	3)	(1,921)
Services	1,103,176	811,713	73.6%	1,309,434	900,517	68.8%	81,559	)	88,804
Total Operating Expenditures:	3,171,725	2,245,069	70.8%	3,421,400	2,429,355	71.0%	136,696	5	184,286
Other Expenditures:									
Capital Outlay	1,071,116	491,011	45.8%	508,300	323,246	63.6%	57,979	)	(167,765)
Debt Service	1,879,905	962,139	51.2%	1,882,870	962,223	51.1%	449,930	)	84
Custodial Receipts / Deposits	-	480	0.0%	-		0.0%		-	(480)
Interfund Loan Disbursements	-	-	0.0%	-	-	0.0%		-	-
Total Other Expenditures	2,951,021	1,453,630	49.3%	2,391,170	1,285,469	53.8%	507,909	)	(168,161)
Total Expenditures	\$ 6,122,746	\$ 3,698,699	60.4%	\$ 5,812,570	\$ 3,714,824	63.9%	\$ 644,605	5\$	16,125
Excess Revenues Over (Under)									
Expenditures	\$ (638,391)	\$ 344,251	-53.9%	\$ (280,859)	\$ 580,480	-206.7%	\$ 791,126	5 \$	236,229
Beginning Fund Balance	5,374,991	5,374,991	100.0%	5,368,364	5,368,364	100.0%		-	(6,627)
Ending Fund Balance	\$ 4,736,600	\$ 5,719,242	120.7%	\$ 5,087,505	\$ 5,948,844	116.9%	\$ 791,126	; ;	229,602
-									·

Foot Note:

\* The target percentage of budget is calculated as the month of reporting (9 for September) divided by the number of months (12) in the year.

^ Variance from YTD target amount to YTD actual amount. Positive variance, if YTD revenue>target amount and YTD expenditure<target amount.

# City of Chehalis Comparative Revenues and Expenditures - Budget to Actual September 2020 and 2021 Water Fund

				YTD Tar	aet % *	75.00%		
	2020		2020 YTD	2021	901 /0	2021 YTD	<b>^Variance</b>	Change
	Amended	YTD Actual	% of	Amended	YTD Actual	% of	YTD Target	YTD Actual
WATER FUND (#405)	Budget	9/30/2020	Budget	Budget	9/30/2021	Budget	vs. Actual	2021-2020
Revenues:			Ŭ			•		
Operating Revenues:								
Charges for Services	\$ 2,864,810	\$ 1,964,763	68.6%	\$ 2,930,290	\$ 2,106,817	71.9%	\$ (90,901)	\$ 142,054
Hookup/Connectoin Fee	61,770	41,722	67.5%	120,300	92,491	76.9%	2,266	50,769
Intergovernmental Revenues	5,500		0.0%	-	61	0.0%	61	61
Late Payment Fees	7,820	7,283	93.1%	800	762	95.3%	162	(6,521)
Interest Earnings	59,120	53,755	90.9%	13,876	12,724	91.7%	2,317	(41,031)
Other Receipts	230	(603)	-262.2%	3,200	4,011	125.3%	1,611	4,614
Total Operating Revenues	2,999,250	2,066,920	68.9%	3,068,466	2,216,866	72.2%	(84,484)	149,946
Other Funding Source								
Interfund Loan Repayment	69,490	51,991	74.8%	70,911	53,052	74.8%	(131)	1,061
Customer Deposits	-	-	0.0%	98,120	22,506	22.9%	(51,084)	22,506
Other Resources	-	4,118	0.0%	1,100	8,368	760.7%	7,543	4,250
Total Other Fund Source	69,490	56,109	80.7%	170,131	83,926	49.3%	(43,672)	27,817
Total Revenues & Fund Sources	\$ 3,068,740	\$ 2,123,029	69.2%	\$ 3,238,597	\$ 2,300,792	71.0%	\$ (128,156)	\$ 177,763
Expenditures								
Operating Expenditures	• • • • • <b>• •</b>	• • • • • • • •			• • • • • • • •	70.404		~~~~
Wages	\$ 848,476	,,	71.5%		\$ 635,353	70.1%	44,687	28,744
Benefits	430,881	281,087	65.2%	445,900	291,165	65.3%	43,260	10,078
Supplies	344,456	214,551	62.3%	336,136	181,617	54.0%	70,485	(32,934)
Services	718,738	599,635	83.4%	771,499	561,577	72.8%	17,047	(38,058)
Total Operating Expenditures	2,342,551	1,701,882	72.7%	2,460,255	1,669,712	67.9%	175,479	(32,170)
Other Expenditures								
Capital Expenditures	2,262,297	510,452	22.6%	1,176,200	567,609	48.3%	314,541	57,157
Debt Service	286,278	290,320	101.4%	238,852	238,285	99.8%	(59,146)	(52,035)
Refunds of Deposits	-	-	0.0%	42,800	37,041	86.5%	(4,941)	37,041
Total Other Expenditures	2,548,575	800,772	31.4%	1,457,852	842,935	57.8%	250,454	42,163
Total Expenditures	\$ 4,891,126	\$ 2,502,654	51.2%	\$ 3,918,107	\$ 2,512,647	64.1%	\$ 425,933	\$ 9,993
Excess Boyonups Over (Under)								
Excess Revenues Over (Under)	\$ (1,275,134)	¢ (370.035)	29.8%	¢ (CZO E40)	\$ (211,855)	31.2%	¢ 007 777	¢ 467 770
Expenditures	\$ (1,275,134)	\$ (379,625)	29.0%	\$ (679,510)	ə (211,055)	31.2%	\$ 297,777	\$ 167,770
Beginning Fund Balance	7,437,091	7,437,091	100.0%	7,990,124	7,990,124	100.0%	-	553,033
Fuding Fund Datasa	<b>*</b> • • • • • • • • • • • • • • • • • • •	A 7 0F7 400	444 50/	* <b>7</b> 040.044	¢ 7 770 000	400 404	¢ 007 777	<b>* 700 000</b>
Ending Fund Balance	\$ 6,161,957	\$ 7,057,466	114.5%	\$ 7,310,614	\$ 7,778,269	106.4%	\$ 297,777	\$ 720,803

Foot Note: \* The target percentage of budget is calculated as the month of reporting (9 for September) divided by the number of months (12) in the year. \* The target percentage of budget is calculated as the month of reporting (9 for September) divided by the number of months (12) in the year.

^ Variance from YTD target amount to YTD actual amount. Positive variance, if YTD revenue>target amount and YTD expenditure<target amount.

#### City of Chehalis Comparative Revenues and Expenditures - Budget to Actual September 2020 and 2021 Storm and Surface Water Fund

							YTD Ta	rget	% *	75.00%				
		2020			2020 YTD		2021			2021 YTD		Variance		ange YTD
		mended		TD Actual	% of	A	mended		D Actual	% of		TD Target	Ac	tual 2021-
Storm Water Fund (#406)		Budget	9	/30/2020	Budget		Budget	9	/30/2021	Budget	V	s. Actual		2020
Revenues:														
Operating Revenues:														
Charges for Goods & Services	\$	677,015	\$	546,159	80.7%	\$	677,015	\$	533,467	78.8%	\$	25,706	\$	(12,692)
Hookup/Connection Fee		4,750		2,494	52.5%		29,750		8,240	27.7%		(14,073)		5,746
Intergovernmental Revenue		3,100		-	0.0%		-		-	0.0%		-		-
Late Payment Fees		2,200		2,066	93.9%		-		1	0.0%		1		(2,065)
Interest Earnings		9,230		8,057	87.3%		3,000		1,199	40.0%		(1,051)		(6,858)
Other Misc. Revenues		-		311	0.0%		-		343	0.0%		343		32
Total Operating Revenues		696,295		559,087	80.3%		709,765		543,250	76.5%		10,926		(15,837)
Other Fund Sources:														
Custodial Activities		-		26	0.0%		-		-	0.0%		-		(26)
Total Other Fund Sources		-		26	0.0%		-		-	0.0%		-		(26)
Total Revenues & Fund Sources	\$	696,295	\$	559,113	80.3%	\$	709,765	\$	543,250	76.5%	\$	10,926	\$	(15,863)
Expenditures:														
Operating Expenditures:														
Wages	\$	259,451	\$	189,218	72.9%	¢	266,350	¢	146,269	54.9%	¢	53,494	¢	(42,949)
Benefits	Ψ	131,530	Ψ	93,937	72.9%	ψ	147,710	Ψ	84,914	57.5%	ψ	25,869	ψ	(9,023)
Supplies		60,852		62,189	102.2%		66,284		15,473	23.3%		34,240		(46,716)
Supplies		64,250		48,620	75.7%		73,854		44,689	23.3 % 60.5%		10,702		(3,931)
Total Operating Expenditures		516,083		40,020 393,964	75.7% 76.3%		<b>554,198</b>		<b>291,345</b>	52.6%		124,305		( )
Total Operating Expenditures		510,005		393,904	10.3%		554,190		291,345	52.0%		124,305		(102,619)
Other Expenditures:														
Capital Expenditures		175,200		-	0.0%		393,498		321,510	81.7%		(26,386)		321,510
Debt Service		-		168	0.0%		404		337	83.4%		(34)		169
Custodial Activities		-		-	0.0%		-		-	0.0%		-		-
Total Other Expenditures		175,200		168	0.1%		393,902		321,847	81.7%		(26,420)		321,679
Total Expenditures	_	691.283		394,132	57.0%		948.100		613.192	64.7%		97,885		219,060
Total Expericitures		091,203		394,132	57.0%		940,100		013,192	04.7%		97,000		219,060
Excess Revenues Over (Under)														
Expenditures	\$	5.012	\$	164,981	3291.7%	\$	(238,335)	\$	(69,942)	29.3%	\$	108,811	\$	(234,923)
•	Ŷ	-,	Ŧ	,	//	Ŧ	(,-,-,-,	+	(,-,-)		Ŧ	,	Ŧ	(,-=
Beginning Fund Balance		1,264,662		1,264,662	100.0%		1,699,119		1,699,119	100.0%		-		434,457
Ending Fund Balance	\$	1,269,674	\$	1,429,643	112.6%	\$	1,460,784	\$	1,629,177	111.5%	\$	108,811	\$	199,534

Foot Note:

\* The target percentage of budget is calculated as the month of reporting (9 for September) divided by the number of months (12) in the year. ^ Variance from YTD target amount to YTD actual amount. Positive variance, if YTD revenue>target amount and YTD expenditure<target amount.

#### City of Chehalis Comparative Revenues and Expenditures - Budget to Actual September 2020 and 2021 **Airport Fund**

				YTD Ta	arget % *	75.00%			
	2020		2020 YTD %	2021		2021 YTD	<b>^Variance</b>	Cha	nge YTD
	Amended	YTD Actual	of	Amended	YTD Actual	% of	YTD Target		ual 2021-
Airport Fund (#407)	Budget	9/30/2020	Budget	Budget	9/30/2021	Budget	vs. Actual		2020
Revenues:			Ť						
Operating Revenues:									
Fuel sales	\$ 675,000	\$ 577,522	85.6%	\$ 650,000	\$ 480,553	73.9%	\$ (6,947)	\$	(96,969)
Rents & Leases	1,142,694	810,752	71.0%	1,198,611	870,212		(28,746)		59,460
Other Misc. Revenues	1,950	244	12.5%	1,300	225	17.3%	(750)		(19)
Late Payment Fees	-	89	0.0%	-	30	0.0%	<b>`</b> 30		(59)
Interest Earnings	9,750	7,581	77.8%	3,000	1,233	41.1%	(1,017)		(6,348)
Total Operating Revenues	1,829,394	1,396,188	76.3%	1,852,911	1,352,253	73.0%	(37,430)		(43,935)
Other Fund Sources:									
Intergovernmental - Capital Grants	321,684	196,575	61.1%	1,475,447	472,071	32.0%	(634,514)		275,496
Custodial Activities	15,256	166,564	1091.8%	128,100	128,090	100.0%	32,015		(38,474)
Interfund Loan Receipts	-	-	0.0%	-	-	0.0%	-		-
Proceeds from Sale of Capital Assets	-	-	0.0%	-	-	0.0%	-		-
Debt Proceeds (Bonds/Loans)	500,000	-	0.0%	750,000	362,760	48.4%	(199,740)		362,760
Total Other Fund Sources	836,940	363,139	43.4%	2,353,547	962,921	40.9%	(802,239)		599,782
Total Revenues & Fund Sources	\$ 2,666,334	\$ 1,759,327	66.0%	\$ 4,206,458	\$ 2,315,174	55.0%	\$ (839,669)	\$	555,847
Expenditures:									
Wages	\$ 312,092	\$ 221,810	71.1%	\$ 340,700	\$ 256,189	75.2%	\$ (664)	\$	34,379
Benefits	179,291	118,044	65.8%	157,800	119,621	75.8%	(1,271)		1,577
Supplies	592,480	493,328	83.3%	576,600	436,227	75.7%	(3,777)		(57,101)
Services	233,890	165,016	70.6%	226,269	171,679	75.9%	(1,977)		6,663
Total Operating Expenditures	1,317,753	998,198	75.8%	1,301,369	983,716	75.6%	(7,689)		(14,482)
Other Expenditures:									
Capital Expenditures	850,375	69,804	8.2%	2,118,930	330,913	15.6%	1,258,285		261,109
Debt Service	99,795	91,611	91.8%	110,559	44,550	40.3%	38,369		(47,061)
Custodial Activities	100,076	214,184	214.0%	-	-	0.0%	-		(214,184)
Interfund Loan Payment	69,490	51,991	74.8%	70,911	53,052	74.8%	131		1,061
Total Other Expenditures	1,119,736	427,590	38.2%	2,300,400	428,515	18.6%	1,296,785		925
Total Expenditures	\$ 2,437,489	\$ 1,425,788	58.5%	\$ 3,601,769	\$ 1,412,231	39.2%	\$ 1,289,096	\$	(13,557)
Excess Revenues Over (Under)									
Expenditures	\$ 160,163	\$ 333,539	208.2%	\$ 604,689	\$ 902,943	149.3%	\$ 449,427	\$	569,404
Beginning Fund Balance	1,051,418	1,051,418	100.0%	1,391,726	1,391,726	100.0%	-		340,308
Ending Fund Balance	\$ 1,211,581	\$ 1,384,957	114.3%	\$ 1,996,415	\$ 2,294,669	114.9%	\$ 449,427	\$	909,712

Foot Note: \* The target percentage of budget is calculated as the month of reporting (9 for September) divided by the number of months (12) in the year.

^ Variance from YTD target amount to YTD actual amount. Positive variance, if YTD revenue>target amount and YTD expenditure<target amount.