



CITY COUNCIL MEETING*

October 17, 2023 – Agenda

City Hall, 920 SE Cedar Falls Way, North Bend, Washington

7:00 P.M. – CALL TO ORDER, ROLL CALL, FLAG SALUTE

CONSENT AGENDA:

		Pg.#
1) Minutes	Council Workstudy of September 26, 2023 & City Council Meeting of October 3, 2023	1
2) Payroll	October 5, 2023 – 28713 through 28719, in the amount of \$341,834.15	
3) Checks	October 17, 2023 – 74654 through 74698, in the amount of \$854,272.16	
4) AB23-123	Motion – Authorizing ILA with Sunnyside for Jail Services	Interim Chief Lynch
		7

CITIZEN'S COMMENTS: (Please restrict comments to 3 minutes)

COMMISSION AND COMMITTEE REPORTS:

Planning Commission	Community & Economic Development – Councilmember Miller
Parks Commission	Finance & Administration – Councilmember Gothelf
Economic Development Commission	Public Health & Safety – Councilmember Rosen
Regional Committees	Transportation & Public Works – Councilmember Miller
	Mayor Pro Tem – Councilmember Koellen
	Eastside Fire & Rescue Board – Councilmember Gothelf

INTRODUCTIONS:

5) AB23-124	Motion – Authorizing ILA with SCORE for Jail Services	Interim Chief Lynch	21
6) AB23-125	Resolution – Adopting Six Year Capital Improvement Plan 2024-2029	Mr. Rigos	41
7) AB23-126	Motion – 2024 Legislative Agenda	Mr. Miller	59

MAYOR, COUNCIL & ADMINISTRATOR CONCERNS AND INITIATIVES: (Business and general information presented that may be deliberated upon by the Council. Formal action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

Executive Session – To Discuss Property Acquisition, pursuant to RCW 42.30.110(1)(b)

ADJOURNMENT:



***PLEASE NOTE:** Members of the public may choose to attend in person or by teleconference. It is strongly encouraged that members of the public that are attending by teleconference provide comments in advance of the meeting. Please email comments on any agenda items prior to the meeting to the City Clerk at soppedal@northbendwa.gov. Please provide comments by 5 p.m., October 17, 2023 so a copy can be provided to the City Council prior to the meeting.

Those wishing to access the meeting by teleconference will be required to have a registered Zoom account and display your full name to be admitted to the online meeting.

Zoom Meeting Information:

To Sign Up for a Zoom Account: <https://zoom.us/join>

Meeting ID: 881 2610 1456

Password: 658184

Call In Phone Number: 1-253-215-8782

CITY OF NORTH BEND
CITY COUNCIL WORKSTUDY NOTES

September 26, 2023 – 7:00 p.m.

City Hall, 920 SE Cedar Falls Way, North Bend, WA

Mayor Pro Tem Koellen called the meeting to order at 7:00 p.m.

Councilmembers Present: Brenden Elwood, Alan Gothelf, Mark Joselyn, Heather Koellen, Mary Miller and Jonathan Rosen were present.

Staff Present: Mayor Rob McFarland, City Administrator David Miller, Community and Economic Development Director Rebecca Deming, Interim Finance Director Drew Boutu, Senior Planner Jamie Burrell, Communications Manager Bre Keveren and Deputy City Clerk Jennifer Bourlin.

Introduction to the Housing & Land Use Element

Community and Economic Development Director Deming explained that the City was in the process of updating the Comprehensive Plan (2024 Comp Plan). North Bend was required to plan for and accommodate housing that was affordable to all economic segments of the community under RCW 36.70A.070(2). Part of this planning includes ensuring that capacity, incentives, and programs were in place to accommodate the housing types that would be affordable to households in all income brackets.

Ms. Deming and Senior Planner Burrell provided a detailed presentation of options and ideas along with maps to fill in a deficit of 462 units of projected housing needs in the 0-80% income bracket category for Council to analyze.

Council and staff discussed the following:

- transferring target growth
- minimum units per acre to achieve 0-80%
- affordable housing in the downtown is supported by Council; can zoning be restricted to require it
- zoning of larger lots in the downtown zone
- Outlet Mall suggested for mixed use
- inclusionary zoning
- incentives for offering affordability in exchange for density
- conditional zoning where base zoning could be coupled with a density bonus for including affordable units (below market value) in a project
- annexing Urban Growth Area (UGA) land to include affordable housing in an annexation proposal
- do not sacrifice commercial zoning
- risk of grants and loans

- downtown parking issues the 1992 vs. the 1996 UGA
- Micro-housing
- National Guard Property

Ideas to Address Challenges:

- Provide educational material to the public on the Housing Element (HE) requirements of the State and what housing legislation has already been adopted that we need to include in our zoning.
- Identify the risks of non-performance to meet the State's HE requirements vs. penalties identified. The relative advantages and disadvantages of the various Community and Economic Development Department proposals to increase density or add high density residential.
- Identify the least impactful alternatives to add density and concentrate on the downtown area and calculate the number of units that can be accommodated within it.

Ms. Deming concluded by noting the concerns and ideas presented by Council will be under consideration by the Planning Commission and then be brought forth at a future workstudy in early 2024, along with Planning Commission ideas.

Mayor McFarland provided an update on the RFP (Request for Proposals) for City Attorney Services.

Adjournment

The workstudy closed at 8:51 p.m.

ATTEST:

Heather Koellen, Mayor Pro Tem

Jennifer Bourlin, Deputy City Clerk

NORTH BEND CITY COUNCIL MINUTES

October 3, 2023

City Hall, 920 SE Cedar Falls Way, North Bend, Washington

CALL TO ORDER, ROLL CALL:

Mayor McFarland called the regular meeting to order at 7:00 p.m.

Councilmembers Present: Elwood, Gothelf, Joselyn, Koellen, and Miller. Councilmember Rosen was excused.

CONSENT AGENDA:

Minutes – City Council Meeting of September 19, 2023

Payroll – **September 20, 2023 – 28704** through **28712**, in the amount of **\$276,232.11**

Checks – **October 3, 2023 – 74571** through **74653**, in the amount of **\$798,777.03**

AB23-113 – Resolution 2080 Accepting Stilson Ave. SE Sidewalk Project

AB23-114 – Resolution 2081 Accepting Maloney/Cedar Falls Way Intersection Project

AB23-115 – Resolution 2082 Accepting Tanner Falls Infrastructure Improvements

AB23-116 – Resolution 2083 Accepting Cedar Landing Infrastructure Improvements

AB23-117 – Resolution 2084 Awarding Old Si View to New Si View Trail Project

Councilmember Gothelf **MOVED**, seconded by Councilmember Koellen to approve the consent agenda as presented. The motion **PASSED** 5-0.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

AB23-118 – Appointments to Economic Development Commission

Audio: 1:50

Mayor McFarland recommended the appointment of Nick Jensen to Position No. 1 on the Economic Development Commission.

Councilmember Koellen **MOVED**, seconded by Councilmember Gothelf to approve AB23-118, confirming the appointment of Nick Jensen to Position No. 1 on the Business & Economic Development Commission for the remainder of Position No. 1's current term, set to expire on December 31, 2023. The motion **PASSED** 5-0.

INTRODUCTIONS:

AB23-119 – Public Hearing, Ordinance 1797 Amending Taxes, Rates & Fees **Audio: 9:09**
Schedule RE School Impact Fees

Senior Planner Burrell provided the staff report. Ryan Stokes, Snoqualmie Valley School District Assistant Superintendent, was on hand to answer questions.

Mayor McFarland opened the Public Hearing on an Ordinance Amending Taxes, Rates & Fees Schedule Regarding School Impact Fees at 7:11 p.m.

There were no public comments and Mayor McFarland closed the Public Hearing at 7:11 p.m.

Councilmember Gothelf **MOVED**, seconded by Councilmember Koellen to approve AB23-119, an ordinance amending the Taxes, Rates, & Fees Schedule relating to School Impact Fees, as a first and final reading. The motion **PASSED** 5-0.

AB23-120 – Motion Authorizing Purchase of IT Network Equipment

Audio: 15:48

IT Manager Davenport provided the staff report.

Councilmember Gothelf **MOVED**, seconded by Councilmember Joselyn to approve AB23-120, authorizing the purchase of IT network equipment that serves City Hall, Public Works, WWTP, and the various employees of the City, in an amount not to exceed \$59,000. The motion **PASSED** 5-0.

AB23-121 – Resolution 2085 Approving Conceptual Plans for Taylor & Riverfront Parks

Audio: 19:07

Principal Planner McCarty provided the staff report.

The following individual commented on the agenda item:

Christine Olson, 214 E Park Street

Councilmember Miller **MOVED**, seconded by Councilmember Gothelf to approve AB23-121, a resolution approving the conceptual park plans for William H. Taylor Park and Riverfront Park, as a first and final reading.

Councilmember Miller **MOVED**, seconded by Councilmember Gothelf to amend Exhibit A to the resolution by striking out the word “Potential Future Property Acquisition”. The motion **PASSED** 3-1 (Joselyn) (Councilmember Koellen abstained).

The main motion then **PASSED AS AMENDED** 5-0.

AB23-122 – Resolution 2086 Authorizing Adoption of Shoreline & Critical Areas Elements to 2024 Comprehensive Plan

Audio: 49:20

Senior Planner Burrell provided the staff report.

Councilmember Miller **MOVED**, seconded by Councilmember Gothelf to approve AB23-122, a resolution authorizing adoption of the Shoreline Element and Critical Areas Element Updates for the 2024 North Bend Comprehensive Plan, as a first and final reading. The motion **PASSED 5-0**.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Gothelf thanked Interim Finance Director Bouda for attending the recent Eastside Fire & Rescue Finance & Administration Committee meeting and encouraged all to drive carefully since darkness was falling earlier in the day. Additionally, he asked Deputy City Administrator/Public Works Director Rigos if the City was still in Stage 3 of the Water Conservation Ordinance despite the recent rainfall.

Deputy City Administrator/Public Works Director Rigos confirmed the City was still in Stage 3 of the Water Conservation Ordinance and noted the river levels were still low and it may take another two to four weeks to move out of Stage 3.

Councilmember Miller noted she attended the graduation of new Snoqualmie/North Bend Police Officer Kelsey Seiser in Burien earlier today. She encouraged all Councilmembers to attend the upcoming graduation event to be held on November 14th.

Councilmember Elwood thanked Ryan Stokes, Snoqualmie Valley School District Assistant Superintendent, for attending tonight's meeting and providing input on school impact fees and expressed concern about resident engagement specifically when property owners were affected and requested future reevaluation of public outreach for items that directly impact residents. He concluded by noting how wonderful it was to move into the fall season.

Councilmember Joselyn addressed comments regarding public outreach by clarifying that he did not say reaching out to renters was not the right approach but instead said it was not part of normal protocol.

Councilmember Koellen noted at today's Public Health & Safety Committee meeting that she inquired of Eastside Fire & Rescue what type of evacuation plans were available in case of fire and requested the City look into the issue and how the public would be alerted in case of fire.

Mayor McFarland spoke regarding the following items:

- Arbor Day Event – Saturday, October 7th 1 p.m. @ EJ Roberts Park
- Fall Food Truck Series – Thursday, October 12th 4:30 – 7 p.m. @ Si View Park
- Yard Waste Recycling – Saturday, October 14th 8 a.m. to Noon @ Public Works
- Special Budget Workstudy – Tuesday, October 10th 7 p.m. @ City Hall
- AB23-121 – Resolution Approving Conceptual Plans for Taylor & Riverfront Parks and associated public process

EXECUTIVE SESSION:

Mayor McFarland recessed the regular meeting for an Executive Session at 8:05 p.m. to discuss property acquisition, pursuant to RCW 42.30.110(1)(b) and collective bargaining negotiations, pursuant to RCW 42.30.140(4). No action was anticipated as a result of the Executive Session, which was expected to last thirty minutes and videotaping of the meeting ceased.

At 8:35 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional five minutes.

The regular meeting reconvened at 8:37 p.m.

ADJOURNMENT:

Councilmember Joselyn **MOVED** to adjourn, seconded by Councilmember Gothelf. The motion **PASSED** 5-0.

The meeting adjourned at 8:37 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk



SUBJECT:	Agenda Date: October 17, 2023	AB23-123
Motion Authorizing an Interlocal Agreement (ILA) with the City of Sunnyside for Jail Services	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	X
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Drew Bouda	
	Public Works – Mark Rigos	
	Police – Interim Chief Brian Lynch	X
Attachments: Interlocal Agreement		
SUMMARY STATEMENT:		
With jail costs rising each year, the Snoqualmie Police Department, with whom the City of North Bend contracts for police services, has been looking for less costly long-term confinement jail options. In doing so, the City of North Bend and the City of Sunnyside desire to enter into an Interlocal Agreement (“ILA”) for the provision of jail services to the City of North Bend. The proposed ILA provides for long-term post sentencing confinements (i.e., sentences greater than 30 days). The City of Sunnyside, acting through Sunnyside Correctional staff, will provide weekly transportation from the Issaquah Jail or South Correction Entity (“SCORE”) at no extra cost to the City of North Bend. It is anticipated there will be a 5% annual increase in the daily bed rates set forth below at the beginning of each year, starting in 2024. This ILA will automatically renew at the beginning of each year and may be terminated at any time by the City of North Bend or the City of Sunnyside. The current rates for confinement at the Sunnyside Jail facility are:		
Rate in 2023:		
<ul style="list-style-type: none">Non-guaranteed rate: \$60.00		
Rate in 2024		
<ul style="list-style-type: none">Non-guaranteed rate: \$63.00		
By comparison, Issaquah Jail, North Bend’s primary long-term confinement option, charges a daily minimum rate of \$147.00. SCORE, the City’s secondary alternative for housing inmates, charges a daily rate of \$204.97. The Snoqualmie North Bend Police Department currently houses three inmates for North Bend on long-term sentences. It is estimated that transferring these three inmates to The City of Sunnyside for jail services will save approximately \$24,800.00 over the terms of their confinement.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services		
COMMITTEE REVIEW AND RECOMMENDATION: The Public Health & Safety Committee reviewed this item at their October 3, 2023 meeting and recommended approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB23-123, authorizing the Mayor to execute an Interlocal Agreement with the City of Sunnyside for jail services, in a form and content acceptable to the City Attorney.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 17, 2023		

WHEN RECORDED RETURN TO:

City of Sunnyside, Washington
818 East Edison
Sunnyside, WA 98944

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF CITY/COUNTY OF, WASHINGTON, FOR THE HOUSING OF
INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this 2023, by and between THE CITY OF CITY NORTH BEND, Washington, hereinafter referred to as "CITY", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and CITY are authorized by law to have charge and custody of the Sunnyside City Jail and CITY prisoners or inmates, respectively; and

WHEREAS, CITY wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW. The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION. This Agreement shall enter into full force and effect from the date of execution and end December 31, 2023, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed annually automatically under such terms and conditions as the parties may determine on January 1 of each year. Nothing in this Agreement shall be construed to require CITY to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, CITY agrees to remove its inmate(s) from Sunnyside.

(b) By CITY due to lack of funding. The obligation of CITY to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by CITY. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then CITY shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to CITY.

(c) Termination for Breach. In the event CITY breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of Sunnyside giving CITY written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate CITY'S rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, CITY shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such

termination until CITY retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Sunnyside:	City of Sunnyside 818 E. Edison Avenue Sunnyside, WA 98944
Primary Contact Person:	Andrew Gutierrez, Corrections Sergeant 509-836-6200, agutierrez@sunnyside-wa.gov
Secondary Contact:	Johnnie Gusby, Support Services Commander 509-836-6216, JGusby@sunnyside-wa.gov
To CITY/COUNTY OF:	Finance Director City of CITY NORTH BEND 920 SE Cedar Falls Way North Bend, WA 98045 Billing: AP@northbendwa.gov
Primary Contact Person:	Brian Lynch, Interim Police Chief 425-999-1522, blynch@snoqualmiewa.gov
Secondary Contact:	Pamela Mandery, Police Support Officer 425-888-3333, pmandery@snoqualmiewa.gov Communications: 425-391-1035

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

- (a) Day. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.
- (b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:
 - (i) "**Minimum**" classification shall apply to those inmates who present a low risk to staff and the community.

(ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.

(iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house CITY inmates for compensation per inmate at the rate of \$60.00 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of CITY inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to CITY, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against CITY. At least thirty (30) days prior to automatic renewal, both parties shall agree in writing to any rate increases. If the parties do not reach an agreement to any rate increase, the City may terminate this Agreement under Section 3Z(b)

(b) Billing and Payment. Sunnyside agrees to provide CITY with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. CITY agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. CITY shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of CITY are confined in order to determine if such jail maintains standards of confinement acceptable to CITY and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLoughs, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from CITY and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to CITY for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either CITY or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. CITY may transfer to Sunnyside only agreed amounts of personal property of CITY inmates recovered from or surrendered by inmates to CITY upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or CITY.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to CITY inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed CITY inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, CITY shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to CITY inmates. CITY shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for CITY's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to CITY as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, CITY agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, CITY will be notified by contacting the duty supervisor at CITY prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to CITY inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to CITY by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill CITY directly. CITY will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of CITY. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) CITY shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, CITY shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of CITY legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from THE CITY or by order of any court having jurisdiction. CITY hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove CITY inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or

personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform CITY of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any CITY inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to CITY. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a CITY inmate, the Yakima County Coroner shall be notified. CITY shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify CITY of the death of a CITY inmate, furnish information as requested and follow the instructions of CITY regarding the disposition of the body. CITY hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of CITY. Written notice shall be provided within three weekdays of receipt by CITY of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by CITY. With CITY's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by CITY. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) CITY shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKING OF INMATES. Upon request from Sunnyside, CITY shall, at its expense, retake any CITY inmate within *thirty-six* (36) hours after receipt of such request. In the event the confinement of any CITY inmate is terminated for any reason, CITY shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend CITY, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of CITY, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, or damage caused by or resulting from the sole willful misconduct or negligence of CITY, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 CITY – HOLD HARMLESS AND INDEMNIFICATION. CITY agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of CITY, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) CITY's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from CITY when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from CITY who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) CITY prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to CITY's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of CITY for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of CITY under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement

affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between CITY and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

By: _____
Elizabeth Alba, City Manager

ATTEST:

Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:

Kerr Law Group, PLLC,
CITY/COUNTY OF
Attorneys for the City of Sunnyside

THE CITY OF CITY/COUNTY OF

By: _____
Name of Endorser

ATTEST:

Name, City Clerk

APPROVED AS TO FORM:

Attorney for the City of

STATE OF WASHINGTON)
: ss.
THE CITY OF CITY/COUNTY OF)

On this day personally appeared before me Elizabeth Alba, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
: ss.
THE CITY OF CITY/COUNTY OF)

On this day personally appeared before me _____, *Title*, of the CITY OF CITY/COUNTY OF, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____



SUBJECT:	Agenda Date: October 17, 2023	AB23-124
Motion Authorizing an Interlocal Agreement (ILA) with South Correctional Entity (SCORE) for Jail Services	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	X
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
Cost Impact:	Finance – Drew Bouda	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate	Police – Interim Chief Brian Lynch	X
Attachments: Interlocal Agreement		

SUMMARY STATEMENT:

In 2015, the City entered into an interlocal agreement (“ILA”) with South Correctional Entity (“SCORE”) for misdemeanor jail services. The SCORE ILA is one of three current City inmate housing contracts (the others being with the City of Issaquah for housing at the Issaquah Jail and with King County for housing at the King County Jail).

In June 2023, SCORE provided notice to the City that new rate increases will go into effect in 2024. A new ILA will need to be executed prior to the start of the year (see attached) due to the new rates and the term of the SCORE ILA. The new proposed ILA reflects the following new fee schedule effective January 1, 2024:

2024 Rates:

- Booking fee: \$65.00 (2023 rate of \$50.00)
- Daily guaranteed bed rate: \$142.58 (2023 rate = \$138.43)
- Daily non-guaranteed rate: \$204.97 (2023 rate = \$199.00)

Daily rate surcharges:

- Mental Health - Residential Beds \$163.77 (2023 rate = \$159.00)
- Medical (Acute Beds) \$223.51 (2023 rate = \$217.00)
- Mental Health (Acute Beds) \$286.34 (2023 rate = \$278.00)

SCORE is the City’s secondary alternative for housing inmates, and the Issaquah Jail is the City’s primary alternative. Due to cost efficiency, the King County Jail is the City’s last alternative. Additional alternatives are being explored for long-term confinement at other jails.

Below is a breakdown of the City’s current contracts for jail services as a comparison.

Jail Provider	Booking Fee	Daily Fee	Mental Health
City of Issaquah	No Fee	\$147.00	No
King County	\$262.25	\$256.90	Yes
SCORE	\$50.00	\$199.00	Yes

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services

COMMITTEE REVIEW AND RECOMMENDATION: The Public Health & Safety Committee reviewed this item at its October 3, 2023 meeting and recommended approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB23-124, authorizing the Mayor to execute an Interlocal Agreement with SCORE for jail services, in a form and content acceptable to the City Attorney.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 17, 2023		

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the CITY OF _____ a municipal corporation organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, SCORE was formed by its Owner Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the "SCORE Facility") to serve the Owner Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety, and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means [January 1, 2024].

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 and amended and restated on December 11, 2019, as it may be further amended from time to time, executed among the parties thereto for the purpose of forming SCORE.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Owner City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher daily housing bed rate and subject to availability, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means _____.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows: SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Owner City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family Owner or friend with confirmed transportation, or be released via private taxi.

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold, and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest-bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association (ACA) or National Commission on Correctional Health Care (NCCHC).

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a “Detainer” status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

If a Contract Agency Inmate escapes SCORE’s custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate’s body. Unless another agency becomes responsible for investigation, one or more Owner City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency’s communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate’s body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates’ records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury,

or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

SECTION 17. INSURANCE.

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension, or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental, or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.
- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.

- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Signature

Signature

Title/Name Executive Director Devon Schrum

Title/Name: _____

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention: Devon Schrum

Email: dschrumb@scorejail.org
Telephone: 206-257-6262

Exhibit A**FEES AND CHARGES AND SERVICES**

<u>Booking Fee:</u> ¹	\$65.00	
<u>Daily Housing Rates:</u>		
General Population – Guaranteed Beds	\$142.58	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$204.97	
<u>Daily Rate Surcharges:</u> ²		
Mental Health – Residential Beds	\$163.77	
Medical - Acute Beds	\$223.51	
Mental Health – Acute Beds	\$286.34	
<u>Health Care Services:</u> ³		
In-Facility Care	Included	
Outside Medical Services	Contract Agency billed	
Emergency Care	Contract Agency billed	
Pharmaceuticals	Medications billed to Contract Agency	
<u>Transportation Fees:</u>		
SCORE Officer Transport	\$85.00/per hour	
<u>Security Services:</u>		
Hospital Security	\$85.00/per hour	
<u>Video Court:</u>		
In-Custody Arraignment	Included	
<u>Other Terms & Conditions:</u>		

Fees, charges, and services will be annually adjusted each January 1st.

¹ The Booking Fee will be charged to the jurisdiction responsible for housing the inmate

² Surcharges are in addition to daily housing rates and subject to bed availability

³ Guided by American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC)

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainees:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainees.
 - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. **Compliance**

SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:

- a) The Prison Rape Elimination Act of 2003 (PREA)
- b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
- c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

2. **Monitoring**

SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:

- a) Site visits,
- b) Access to facility data, and
- c) Review of applicable documentation.

3. **Contract Agency may terminate this Agreement**

- a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
- b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

4. **The Contract Agency will terminate this Agreement**

- a) Should SCORE elect to discontinue pursuit of PREA compliance;
- b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified timeframes; or
- c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case-by-case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products.
 - c) Food products in packaging that have been opened.
 - d) Any type of weapon (includes pocket knives).
 - e) Liquids.
 - f) Helmets or any kind.
 - g) Large items that will not fit into a common paper grocery bag.
 - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

Exhibit F

CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments ([28 CFR 115.42](#)) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
 - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
 - b) Is identified as a threat to law enforcement
 - c) Is an escape risk

Exhibit G

BORROWING

One contracting agency may “borrow” another Contract Agency’s Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.



SUBJECT:	Agenda Date: October 17, 2023	AB23-125
Resolution Adopting City's 2024 - 2029 Six-Year Capital Improvement Plan (CIP)	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Kendra Rosenberg City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm. & Economic Development – Rebecca Deming Finance – Drew Bauta Public Works – Mark Rigos, P.E.	
Cost Impact: Approximately \$130 Million		
Fund Source: Transportation Impact Fees, Transportation Benefit District, General Fund, Storm Drainage Capital, Sewer Capital, Water Capital, Park Impact Fees		X
Timeline: 2024 - 2029		
Attachments: Resolution, CIP Project Narrative, CIP Map, CIP Table		
SUMMARY STATEMENT:		
The City's Capital Improvement Plan (CIP) is a multi-year plan for capital expenditures needed to restore, improve, and expand the City's infrastructure, which includes roads, sidewalks, trails, storm drainage, domestic water, mitigation water, sewer, wastewater treatment plant, parks, and facility capital projects. The CIP identifies projects and costs for improvements over the next six years and is periodically updated to reflect ongoing changes and additions. The City of North Bend's most recent CIP was approved by the City Council via Resolution and signed by Mayor Rob McFarland on June 15, 2021.		
Many benefits are derived from the update and adoption of a CIP. Importantly, the CIP:		
<ul style="list-style-type: none">• Is a management tool for City Council and City staff.• Provides valuable information to the Planning Commission, citizens, developers and businesses interested in the development of the City.• Assists in leveraging available resources through improved timing of projects and improved coordination of City projects with those of private and other public entities.• Shows how projects are being funded.• Helps to protect a City's current infrastructure and to plan for new infrastructure.		
The CIP does not bind the City Council to any of the capital projects described herein. It is intended to serve as a planning document and provide the benefits listed above. Individual capital projects are described on the attached Project Narrative. Also attached are a CIP Map and CIP Table, both of which are also planning documents.		
City staff recommend this CIP return to the Transportation and Public Works (TPW) Committee a second time on October 24, 2023 after receiving initial feedback from the public and/or Councilmembers during this City Council meeting on October 17, 2023. There will also be a second review by City Council during a City Council meeting scheduled for November 21, 2023.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: The TPW Committee reviewed this agenda item on September 26, 2023. No specific recommendations were provided, but it was noted it would be brought forward to full City Council twice and the TPW Committee again.		

RECOMMENDED ACTION: **MOTION to approve AB23-125, approving as a first reading a resolution adopting the City's 2024 – 2029 Six-Year Capital Improvement Plan and setting a second and final reading for the November 21, 2023 City Council meeting.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 17, 2023		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, APPROVING THE CITY'S 2024-2029 SIX-YEAR CAPITAL IMPROVEMENT PLAN

WHEREAS, the Capital Improvement Plan (CIP) is a multi-year plan for capital expenditures needed to restore, improve, and expand the City's infrastructure; and

WHEREAS, the CIP includes roads, sidewalks, trails, storm drainage, domestic water, mitigation water, sewer, wastewater treatment plant, parks, and facility capital projects; and

WHEREAS, the CIP does not bind the City Council to any of these projects, but acts as a planning document only;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. The City Council approves the 2024-2029 Six-Year Capital Improvement Plan, a copy of which is attached hereto and incorporated herein by this reference.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF
NOVEMBER, 2023.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Kendra Rosenburg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

City of North Bend
6-Year Capital Improvement Plan (CIP) for 2024-2029
Project Narratives (Updated 10/2/2023)

I. Transportation (T):

TIP Priority Number is same as Item Number

Capital Project # has a T-#

(Updated 5/1/2023)

1. T-045: Roundabout at SR-202 / Mt Si Blvd Intersection – Project replaces existing signalized intersection lacking full mobility with a 2-lane roundabout and ADA compliant ramps and walkways; improve crosswalks, install landscaped central island and medians, and improve walkability and bicycle access for increased access to local businesses and outlet mall and future hotel.

2. T-044: SR-202 Shared Use Path with Pedestrian Bridge over South Fork Snoqualmie River (WWTP Frontage): Project provides screening for the WWTP with new curb and gutter, sidewalk, and landscaping from West 4th Street to SR-202 bridge. Work includes installation of ped. bridge over the South Fork of Snoqualmie River adjacent to SR-202 bridge. The WSDOT bridge lacks an appropriate sidewalk. New ped. bridge will also function as a utility (sewer pipe) carrier.

3. T-020: Roundabout at North Bend Way / Mt Si Road Intersection – Design and construct roundabout to serve increasing number of vehicles traveling on NBW and to provide an improved vehicular movement turning left from Mt Si Road onto NBW.

4. T-046: McClellan Alley Improvements and Bendigo Sidewalks – Project is conceptual at this time, but the hope is to create a one-way travel direction with angle parking, shared trash enclosures for businesses, and substantial landscaping and sidewalk improvements.

5. T-056: Roundabout at North Bend Way / NW 8th St Intersection – Project is to design and construct a 5-leg roundabout (Starfish) at the intersection of NBW and NW 8th Street. One leg of the roundabout is a new road in design called the South Fork Avenue Extension (“Nintendo Bypass”).

6. T-021A: South Fork Avenue Extension - Bendigo to NW 8th Street (Nintendo Bypass) – Project extends South Fork Avenue from the existing south Nintendo Gate to the intersection of NBW and NW 8th Street via the Starfish Roundabout.

7. T-021B: South Fork Levee Setback – Project removes existing left bank levee between SR-202 and North Bend Way and sets the levee back to create more flood storage area. The City currently owns the property to set the levee back. Project has received some grant funding and staff continues applying for Floodplains by Design grant funding and working with KCFCD.

8. T-049: NW 8th Street Widening and Sidewalk between North Bend Way and Bendigo Blvd. - Project provides a improved connection from SR-202 to NBW that is more consistent with Public Works Standards like having a sidewalk.

9. T-038: Downtown Parking Lot / Garage – Project is conceptual at this time. It could create 50-100 new parking stalls at an unidentified location downtown. Parking could be at grade with land acquisition or could be a parking garage (smaller footprint).

10. T-032: Orchard Drive Sidewalk between Meadow Drive & Riverside Drive on South Side –
Project constructs sidewalk and shoulder parking on opposite side of street from Si View Metro Parks District headquarters.

11. T-034: Park Street Corridor Re-channelization – Park Street between Bendigo Blvd and Park Street roundabout currently has 2 parking shoulders, 2 travel lanes and 2 sidewalks. Corridors may be modified, widened, and/or improved to create more capacity and/or improved pedestrian conditions.

12. T-047: North Bend Way Re-channelization between Snoqualmie Valley Trail & Tanner Road – Project shifts travel lanes to the south to create a new pedestrian walkway on north side of NBW adjacent to Middle Fork Snoqualmie River thereby opening up access to SVT to new neighborhoods on the east side of the City.

13. P-004: Tanner Trail Phases 2 & 3 Construction – Project consists of continuing paved Tanner Trail adjacent to North Bend Way from its current location near City Hall east to connect with Snoqualmie Valley Trail.

14. T-017: Roundabout at 468th Avenue SE / Middle Fork Road Intersection – Project constructs a roundabout as a truck turnaround to include provisions for pedestrian and bicycle travel such as sidewalks and bike lanes. Project is located at the SE 140th Street terminus. Engineering design has been completed. ROW acquisition and construction are outstanding items.

15. T-053: Cedar Falls Way South Side Sidewalk (Mountain View Blvd SE to Mt Teneriffe Dr. SE) - Project designs and constructs sidewalk / paved trail to complete the gap between Mt Teneriffe Dr and Mountain View Blvd. This is a sidewalk gap project.

16. T-054: Old Si View to New Si View Pedestrian Connection – Project adds paved trail connection between south end of Meadow Dr SE and SE 10th Street, which would formally connect Old Si View and New Si View neighborhoods.

17. T-057: SE 140th Street Sidewalk on North Side (North Bend Way to Tanner Falls Frontage) – Project extends approximately 400 feet of sidewalk along north side of 140th Street from NBW to the Tanner Falls development frontage. This is a sidewalk gap project.

18. T-027: Bendigo Blvd Traffic Reconfiguration – 3rd Street to North Bend Way – Due to traffic congestion at the NBW / Bendigo Blvd intersection, better queuing configurations for through and turning movements can be implemented. Work consists of restriping and resigning the corridor and creating time-restricted parking areas related to peak traffic hours.

19. T-030: NW 14th Street Widening and Reconstruction West of Bendigo Blvd (Phase 2) – Project reconstructs NW 14th Street including installation of stormwater infrastructure. Might be constructed at the same time as Meadowbrook Sewer ULID.

20. T-055: Cedar Falls Way Pedestrian Improvements (Maloney Grove Ave to 436th Ave SE) – Substantial project adds sidewalk along south side of Cedar Falls Way from Maloney Grove Ave to 436th Ave SE.

21. T-015: Ballarat Ave Widening and Sidewalk from NE 6th to NE 12th Streets – Project reconstructs Ballarat Ave including enlarging culverts and related stormwater facilities. Adds widened

shoulder to possibly fit combined bike lane / walking shoulder (no parking). Road may have thickened edge section.

22. T-001: SE 140th Street Sidewalk on North Side (Eagles Next PL SE to Twin Falls MS) – Project constructs sidewalk and provides improved pedestrian connectivity to nearby Twin Falls Middle School on north side of SE 140th Street from Eagles Nest Pl SE to the school.

23. T-025: SE 146th Street Reconstruction from 468th Ave SE to east city limits – Project reconstructs deteriorated 2-lane roadway with pavement suited to heavy vehicle loads. Thicker pavement section is necessary to handle truck traffic.

24. T-028: North Bend Way / Ballarat Avenue All Way Stop or Traffic Signal – Project is tentative, awaiting outcome of traffic redistribution as a result of other projects in the downtown area. If implemented, and due to recent level of service below city LOS standard “D” on Ballarat Avenue leg of intersection with North Bend Way, a signal could be installed to decrease traffic congestion. Signal would be installed using poles and mast arms at each corner. Signal would be interconnected and synchronized with signal at NBW / Bendigo Blvd intersection. All-way stop can also be considered. Doing nothing is also being considered.

25. T-024: SE 16th Street Extension from Maloney Grove Ave SE to 436th Ave SE – Project reserves public right-of-way (ROW) to extend a collector street from Maloney Grove Ave to Stilson Ave to serve future residential development. Project connects with SE 16th Street running east to west through Cedar Landing Plat built in 2021.

26. T-041: Left Turn Pocket on Northbound 436th Avenue SE to Cedar Falls Way including Sidewalks – Project was added based on recommendation from 2017 LOS Study by Perteet. Existing channelization leaving recently constructed roundabouts shall be evaluated.

27. T-023: Traffic Signal at SE 146th Street / 468th Avenue SE Intersection – Project is for intersection control improvements yet to be defined.

28. T-022: South Fork Avenue Extension – New Bridge across SF Snoqualmie River (Mt Si Blvd to Maloney Grove Avenue SE) – Project requires ROW to extend road as a collector street to serve future residential development from Mt Si Blvd to Maloney Grove Ave. An extremely large project includes a new vehicular bridge across South Fork Snoqualmie River.

29. T-042: Roundabout at Cedar Falls Way / Maloney Grove Ave Intersection – Project was added based on recommendation from 2017 LOS Study by Perteet. ROW is quite wide here. Acute turning angles are present. Project unnecessary until there are substantially more trips at the intersection. Can be done in the 2030's or later.

30. T-051: NE 8th Street Storm and Reconstruction Project – Project installs storm drainage infrastructure and roadway reconstruction from Ballarat Ave to Thrasher Ave.

31. T-052: Tanner Road Improvements (north of North Bend Way) - Project provides safer pedestrian corridor on Tanner Road from residential area to the north down to its intersection with NBW.

32. T-016: Roundabout at Bendigo Blvd / 4th Street Intersection – Project reconfigures intersection to remove diverter and allow full turning movements with implementation of a new roundabout. Alternate configurations can be considered and will need WSDOT approval. ROW acquisition is necessary for any

roundabout. Conceptual design options were completed in 2020. Grant money was obtained in 2020. Project was shelved in 2023.

33. T-062: Compete Streets North Bend Way (Western City Limits to SF Snoqualmie River Bridge) - Placeholder for potential future improvements along this NBW segment.

34. T-063: Compete Streets North Bend Way (SF Snoqualmie River Bridge to Park Street Roundabout) - Placeholder for potential future improvements along this NBW segment.

35. T-064: Compete Streets North Bend Way (Park Street Roundabout to Cedar Falls Way Roundabout) - Placeholder for potential future improvements along this NBW segment.

36. T-065: Compete Streets North Bend Way (Cedar Falls Way Roundabout to 436th Ave SE Roundabout) - Placeholder for potential future improvements along this NBW segment..

37. T-066: Compete Streets North Bend Way (436th Ave SE Roundabout to SE 140th Street) - Placeholder for potential future improvements along this NBW segment.

38. T-067: Compete Streets North Bend Way (SE 140th Street to 468th Ave SE) - Placeholder for potential future improvements along this NBW segment.

39. T-068: OH to UG of Power/Communications from Park Street Roundabout to Entrance to Torguson Park – Project undergrounds (UG) existing overhead (OH) power and communication lines on north side of NBW from Park Street Roundabout to Torguson Park entrance.

Re-Occurring Projects (As funding allows)

- **Pavement Overlay Program** - To protect the city's investment in its roadway system, regular maintenance is required. One of the maintenance components includes providing overlays to extend the life of the street surfaces and protect the roadway bases. The ideal program would provide \$540k/year of overlay work to maintain City's current Pavement Management Index (PMI) of 76. As of 2023, the City is budgeting \$475k/year. City typically receives grants every other year from the Transportation Improvement Board (TIB) on arterial roadways to cover the revenue.
- **Crack Sealing** - The City provides annual crack sealing in various locations to preserve the City's roadways. Public Works staff has done this work internally and it has been contracted out too.
- **Sidewalk Trip Hazard Elimination** - Trip hazards in the existing sidewalk system will be systematically repaired through either removal of affected sidewalk panels, removing the cause of the problem, re-pouring the panels, or by grinding the problem areas and resurfacing the affected areas. Budget is \$200k/year.
- **Inactive: Alley Reconstruction and Overlay** - Various locations. Develop an annual program to reconstruct and overlay alleys to reduce maintenance costs. Back in 2017, this program was funded for 1 year, and several designs were completed, but funding for construction has not been budgeted.

II. Storm Drainage / Flood (S):

SD Capital Projects are listed below.

Continuance of 20% funding on Transportation Capital Projects (those projects are listed above)

1. Middle Fork Snoqualmie River Flood Mitigation - This is a community conveyance project involving many individual culverts (projects listed below) in Silver Creek. Projects are being done to mitigate flood damage for when a large flood occurs. City recently received an approved ILA with KC. Next step is to obtain work scope and fee for individual projects. The funding process is similar to the Ribary Creek Flood Risk Reduction Project where a charter is needed, Alternative Analysis shall be completed, and then design, permitting, and construction can occur. Engineering design and permitting is scheduled to commence in 2023-2024 and construction in 2025.

S-6.1: NE 6th Street Culverts - Project replaces two 24-inch diameter culverts with two 72-inch culverts.

S-6.2: Thrasher Ave Culvert - Project replaces 65 lineal feet of 12-inch and 24-inch culverts with 6-foot x 5-foot box culvert.

S-6.3: Merritt Ave Culvert – Project replaces 45 lineal feet of 18-inch culvert with 8-foot x 4-foot box culvert.

S-6.4: Ogle Ave Culvert – Project replaces 45 lineal feet of 15-inch and 18-inch culverts with 8-foot x 4-foot box culvert.

S-6.6: Snoqualmie Valley Trail Culverts – Project replaces 65 lineal feet of 36-inch culvert with two 60-inch culverts.

S-6.7: Merritt Place NE Driveway Culvert – Project replaces 55 lineal feet of 36-inch culvert with a 60-inch culvert.

S-6.8: NE 4th Street Culverts – Project replaces two 42-inch culverts (90 lineal feet) with two 72-inch culverts.

S-6.9: Ogle Ave NE Upstream Driveway Culvert – Project replaces 25 lineal feet of 42-inch culvert with 10-foot x 4-foot box culvert.

S-6.10: Ogle Avenue NE Culvert - Project replaces 60 lineal feet of 24-inch culvert with 10-foot x 4-foot box culvert.

2. S-011: South Fork Upper Levee Setback - City has an \$800k KC Open Space grant to start preliminary eng. design on the left (west) bank. KCFCD has dedicated in its CIP \$4.2 million to the City to cover 50-60% of construction costs. This is a complicated project, but the prelim. design will answer many questions. City is hopeful for State grant funding from Floodplain By Design applications, as City was close in the past without any engineering design designs being completed. This project includes Ribary Creek culvert replacements at South Fork Avenue and SR-202.

3. S-012: Ribary Creek Flood Risk Reduction - This project is located on the Ribary Creek segment near Taco Time, Safeway and Cabo Mexican restaurant. City has an approved Inner Local Agreement (ILA) with KC Flood Control District. Parametrix is working on an Alternative Analysis (AA) portion of design work. City, KC River and Floodplain staff, and Parametrix are meeting in 2023 to review the AA. Once the AA is completed with a recommended alternative, the ILA will be brought to KCFCD for final approval so design can progress to 30%. Once 30% design is complete, City will prepare an ILA

Addendum to obtain funding to complete the engineering design. Part of this project will evaluate if Ribary Creek should have bypass channel paralleling WB I-90 Exit 31 offramp.

4. S-12.4: Gardner Creek Box Culvert Replacement under NW 8th Street - Project is a high priority and will likely be developer driven. Gravel road (8th St) floods just about every winter as Gardner Creek overtops an undersized culvert.

5. S-1.3: West 2nd Street (Ballarat Ave to SR-202) - 2nd Street SD improvements were mostly constructed in 2022, but a portion on SR-202 still needs to be completed.

6. S-1.2: East 2nd Street (Janet Ave to Ballarat Ave) – Project is to replace existing storm drainage pipe with larger 30-inch diameter pipe.

7. S-023: NBW SD Collection and Conveyance near Mt Si Motel - Stormwater runoff from north side of NBW and gravel shoulders east of the NBW / Mt Si Road intersection results in nuisance drainage and ponding on NB Motel in large storms. Project can be combined with pending roundabout at Mt Si Road / NBW.

8. S-013: 6th Street (from Ballarat to Pierce Lane) SD Collection and Conveyance - Street near downtown lacks storm drainage collection or conveyance and this project constructs this infrastructure.

9. S-014: Pearce Lane SD Collection and Conveyance: Street near downtown lacks storm drainage collection or conveyance and this project constructs this infrastructure.

10. S-015: Main Avenue (6th Street to 5th St) SD Collection and Conveyance: Street near downtown partly lacks storm drainage collection or conveyance and this project constructs this infrastructure.

11. S-016: 5th Street (Ballarat to Main Ave) SD Collection and Conveyance: Street near downtown partly lacks storm drainage collection or conveyance and this project constructs this infrastructure.

12. S-017: 468th Avenue SD Collection and Conveyance: There is no storm drainage collection or conveyance between Middle Fork Road and 144th Street. Project may be partly completed by National Guard.

13. S-018: Decant Facility - City does not own a decant facility. The decant process is to process, treat, and dispose of stormwater materials. Components of a facility include decant basin, sumps, oil/water separator and drying bins. Snoqualmie is unwilling to take decant materials from North Bend. City of NB periodically hauls its decant materials down to Preston or Renton. City would build a decant facility at currently an unknown location.

14. S-1.5: Increase Swale Capacity from West 4th Street to WWTP - Project widens and regrades swale to 5' base width and 3.5' deep. Project has received some grant funding, but only for less than half of construction costs. Project was planned to be constructed at the same time as the roundabout at 4th Street / SR-202 due to economies of scale, but the roundabout has been shelved.

15. S-019: Water Quality Treatment System for Downtown SD - Nearly 100 acres of downtown (QFC, SR-202, NBW, Ballarat Ave, etc.) street generated stormwater runoff drains to the swale at West 4th Street / SR-202. This project would construct a water quality treatment facility, perhaps a storm filter vault. Was planned to be designed and constructed at the same time as the 4th Street Roundabout. This project is now on hold.

16. S-020: Downtown Alleys SD Collection and Conveyance - This project can be combined with the alley improvements.

17. S-021: Upsize Culvert under NBW west of Tanner Road Intersection - Existing culvert discharges stormwater to Middle Fork Snoq. River. If culvert size were to be increased, then conveyance capacity would be increased, and more stormwater could be directed to it. The "Direct Discharge Exemption" from the KC SWDM would result in less surface water generated by future development. This is likely a developer driven project.

18. S-022: SD Collection and Conveyance for Museum Parking Lot - Existing gravel surface could be replaced with pavement, catch basins and storm drainage pipe. Project may not make sense if this property will soon be re-developed.

III. Water (U):

Below acronyms listed are: U = assigned project number; MT = mitigation; D = distribution; SO = source; MS = maintenance project; ST = storage; DE = developer extension; MSC = miscellaneous

1. **U-025: Pickett Ave NE Watermain Replacement (D-13):** Existing asbestos concrete (AC) watermain will be removed and replaced with longer lifespan ductile iron (DI) watermain. Location is near 6th Street / Pickett Ave.
2. **U-044: Sallal Mitigation Intertie (MT-4):** New water piping at Sallal Well #2 and connection to intertie facility is necessary to obtain mitigation (unchlorinated) water from Sallal. Project also includes SCADA implementation.
3. **U-037: Water Meter Replacement Program (MSC-1):** City has been performing meter replacement from 2021-2023, and it needs to continue. City is 75% completed citywide and anticipates completion by end of 2024. City has been performing work internally, so it's more of an operations project instead of a capital project. But, substantial materials are being purchased by the City.
4. **U-045: National Guard Watermain Extension, Booster Station and Reservoir:** Significant \$13 million project builds substantial new infrastructure on the City's east side. This includes a 2-mile watermain, booster station and elevated reservoir (tank).
5. **U-038: Silver Creek Neighborhood Watermain Replacements (many D's):** Project replaces existing AC watermains with new DI watermains under short dead-end roads like Janet, Ogle, Orchard, Merritt, and Thrasher. Project is scheduled to be designed in 2024-2025 and be constructed in 2025-2026. Construction may coincide with storm drainage culvert replacement.
6. **U-026: Mt. Si Springs Air Gap Construction (SO-4):** City is considering several possible options to create an air gap between the overflow pipes and the springs pond. Feasibility Study (SO-3) is ongoing.
7. **U-029: Cascade Well Improvements (MT-1):** In 2018, the City acquired Cascade golf course water rights and well. Original plan was to design and build a second water mitigation system (U-022), but State's Foster Decision eliminated that option. Next idea (U-029) was to build a water

extension in a new ½ mile long watermain from a new well on Cascade into the City's domestic water system.

8. **U-030: NB and Snoqualmie Intertie:** Project would connect City of North Bend and Snoqualmie water systems for redundancy in the event of a massive earthquake that could rupture watermains.
9. **U-039: 428th Avenue SE and SE 92nd Street Watermain Replacement (D-21):** Existing AC watermain is past its useful lifespan and should be replaced with DI. Location is outside City Limits and will require County approval.
10. **U-040: South Fork Snoqualmie River Crossing Watermain Replacement (D-19):** Existing AC watermain is past its useful lifespan and should be replaced with DI. Location is outside City Limits and will require County and State (environmental) approvals. Project timeframe is 2027-2029.
11. **U-041: Middle Fork Snoqualmie River Crossing Watermain Replacement (D-18):** Existing AC watermain is past its useful lifespan and will be replaced with DI. Location is outside City Limits and will require County and State (environmental) approvals. Project timeframe is 2027-2029.
12. **U-042: Centennial Well Variable Frequency Drive Pump (SO-1):** Project consists of equipping the existing CW with a variable frequency drive (VFD). It allows for improved pump control and efficiency.
13. **U-043: Centennial Well Pump Replacement (SO-2):** CW assembly will likely need to be replaced during 20-year planning period.

IV. Sewer / WWTP (U):

1. **U-020: WWTP HPI Phase II:** City continues to construct Phase II at the WWTP and it is planned for 2024 completion. Trane is the contractor and has been working on design and construction for several years. Was a design-build procurement project.
2. **U-034: Snoqualm Lift Station Analysis System and Integration** - Site is located along NE 6th Street and currently contains a lift station for approximately 10 homes. Capital upgrades are necessary for improved reliability and public health assurance on the existing lift station.
3. **U-035: South Fork Sewer Lift Station** - Project is needed to upgrade pumps, wet well, and SCADA at site located at South Fork Avenue / SR-202 intersection. U-025, which has been completed, was for SCADA. U-035 is to upgrade pumps, dry well and odor control.
4. **U-036: South Fork Sewer Force main Replacement** - Existing force main hanging under South Fork Bridge (SR-202) needs to be replaced.
5. **U-027: Snoqualm Lift Station** - SCADA will be integrate into this existing sewer lift station.
6. **U-033: WWTP HPI Phase III** - Frontage improvements along WWTP include shoulder widening, meandering sidewalk, storm drainage collection and conveyance, berm and aesthetic landscaping.

This is more of a transportation funded project to complete the totality of the WWTP improvements. Project will likely be constructed in 2026 after the Meadowbrook Sewer ULID connection is made.

7. **ULID-7: Meadowbrook Sewer ULID** - City has begun engineering design of this large project. Design and permitting will continue through 2023 and 2024. Many consultant expertises are involved. Construction will commence in Q2 2025. ULID formation occurred in 2022.

V. Parks (P):

1. **P-018: New Tenant Trailhead Park** - New parks project is under construction and will be completed in 2024 includes a parking lot and restroom facility for mountain biker enthusiasts on forested property located along Ribary Avenue. This project includes a partnership between City and Si View Metropolitan Parks District.
2. **P-0xx: New Dahlgren Family Park** - New parks project under construction and will be completed in 2024 includes a volleyball court, playground equipment, landscaping, and walking path. It is located on several acres east of the Dahlgren multi-family site. The site abuts Tanner Landing Park to the north that is maintained by King County.
3. **P-011: Trail Extension from Downtown to Tollgate Farm Park** - Si View MPD is providing the City with funding to build this long pedestrian improvement to reach Tollgate Farm Park, which currently lacks a safe pedestrian access corridor.
4. **P-017: Improvements to William Taylor Park** - This parks improvement project is in the feasibility phase. Improvements could be very substantial and involve train track relocation, new sidewalks, new solid waste receptables, landscaping, spray fountain, and/or land acquisition.
5. **P-016: Riverfront Park** - This parks project is in the feasibility and brainstorming stage. Improvements may be less substantial than originally envisioned. Ultimate project could be the creation of several forested trails with a trail connection down to the river.
6. **P-015: Playground Improvements** - Existing playgrounds at New Si View Parks are becoming outdated and past their useful life spans. This project replaces those playgrounds and/or provides newer and/or additional playground equipment.
7. **P-019: Trail Extension from Tollgate Farm Park to West City Limits** - Paved trail can provide access alongside and near railroad tracks and into the City of Snoqualmie.
8. **P-0xx: New Pickleball Courts** - Pickleball courts can be built at existing City parks. Project was requested by Parks Commission.
9. **P-0xx: New Off-Leash Dog Park** - Off-leash dog park be built in an existing City Park. Project was requested by the Parks Commission.
10. **P-0xx: Trail on South Fork Left Bank Setback Levee** - Trail may be provided on the future levee, which is a project on the City's storm drainage capital project list.
11. **P-0xx: New Multi-modal trail on SR-202** - Long bike and ped. paved trail would be built on west side of SR-202 linking downtown to Tenant Trailhead Park currently under construction..

12. **P-0xx: New Baqwab Prairie Loop** - Trail project is located at Meadowbrook Farm Park.
13. **P-0xx: Acquire land and build new park in south portion of City** – Project has not yet been defined.
14. **P-0xx: Torguson Park Playground and Plaza Improvements** - This is Phase 2 from the Quad Baseball Field complex that the City built in 2016 and 2017.

VI. Capital Facilities / Miscellaneous (C):

1. **C-013: City Hall Parking Lot Electrical Charging Stations** - Approximately 4 EV stations would be added.
2. **C-0xx: Facilities Maintenance Program** - This is dedicated funding in a reserve to replace aging City facilities such as roofs, HVAC systems, plumbing, etc. at the CED Annex, PW Admin. Building, PW Operations Building, WWTP, and/or City Hall.
3. **C-0xx: PW Admin. Building Generator and Electrical Upgrades** - Project results in EOC improvements and ability to work at PW Admin. Building when the power goes out.
4. **C-0xx: Replace HVAC System at PW Operations Building** – Existing HVAC system is having trouble after nearly 25 years of use.
5. **C-0xx: Re-Build of Former CED Annex Building** – Property has a covenant that it must be used for public benefit. The existing 1-story building is aging and could use a significant refresh (lower \$ amount) or the construction of a more functional and productive 2-story building (higher \$ amount).

Proj. #	Project Name	Estimated Costs for 2024-2029										Funding Breakdown		
		2024	2025	2026	2027	2028	2029	Total Cost	Federal	State	KC or Other	Local		
Transportation Capital Projects														
T-045	Roundabout at SR-202 / Mt Si Blvd intersection	\$ 1,380,610	\$ 7,286,985					\$ 8,647,205	\$ 7,479,832	\$ -	\$ -	\$ 1,167,373		
T-044	WWTP Frontage Improvements	\$ 467,997	\$ 1,332,403					\$ 1,800,000	\$ 1,557,000	\$ -	\$ -	\$ 243,000		
T-020	Roundabout at NW / Mt Si Road intersection	\$ 200,000	\$ 400,000	\$ 2,400,000				\$ 3,000,000	\$ 2,585,000	\$ -	\$ -	\$ 405,000		
T-046	McClellan Alley Improvements with Sidewalk (significant storm drainage costs)	\$ 100,000	\$ 500,000	\$ 2,400,000				\$ 3,000,000	\$ 2,400,000	\$ -	\$ -	\$ 600,000		
T-056	Roundabout at NW / NW 8th Street / South Fork Avenue intersection (Starfish (5-lane) Roundabout)	\$ -	\$ 600,000	\$ 600,000	\$ 3,800,000			\$ 5,000,000	\$ 4,000,000	\$ -	\$ -	\$ 1,000,000		
T-021A	South Fork Ave Extension - Road only (Nintendo Bypass)	\$ -	\$ 600,000	\$ 600,000	\$ 5,000,000	\$ 6,200,000	\$ 6,300,000	\$ 8,371,000	\$ -	\$ -	\$ -	\$ 837,000		
T-049	NW 8th Street Widening and 1 Sidewalk between NB/NW and Bendigo (Includes new Ribary Creek bridge)	\$ -	\$ -	\$ -	\$ 400,000	\$ 1,800,000	\$ 2,200,000	\$ 1,903,000	\$ -	\$ -	\$ -	\$ 287,000		
T-038	Downtown Parking Garage	\$ 70,000	\$ 500,000			\$ 400,000	\$ 2,800,000	\$ 3,200,000				\$ 2,000,000		
T-032	Orchard Drive Sidewalk between Meadow Drive and Riverside Drive (across from Si View MPD HQ)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570,000					\$ 570,000		
T-034	Park Street Corridor Re-Channelization (add center turn lane and relocate 1 sidewalk) (possibly acquire ROW and relocate sidewalk)	\$ -	\$ -	\$ 400,000	\$ 3,000,000		\$ 3,400,000	\$ 2,720,000	\$ -	\$ -	\$ 680,000			
T-047	NBW Re-Channelization between SiT and Tanner Road	\$ 275,000						\$ 275,000				\$ 275,000		
	Tanner Trail Phases 2 and 3 (Extension on east side of City)	\$ 1,800,000						\$ 1,800,000	\$ 1,557,000			\$ 243,000		
T-053	Cedar Falls Way South Side Sidewalk (Mt Teneriffe Dr to Mountain View Blvd)	\$ 675,000	\$ 4,000,000					\$ 4,675,000				\$ 675,000		
T-057	SE 140th Street Sidewalk on North Side (NBW to Tanner Falls Frontage)	\$ 300,000						\$ 300,000				\$ 300,000		
T-227	Bendigo Blvd. Traffic Reconfiguration (3rd Street to NBW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000				\$ 300,000		
T-048	Mid-Block Crosswalks for Snoqualmie Valley Trail across Mt Si Road and Ballarat Avenue	\$ 140,000						\$ 140,000				\$ 140,000		
T-02x	3 Railroad Crossings at NBW, NW 8th Street, and SR-202, plus RR tracks relocation on McClelland Alley between SR-202 and Main Ave	\$ 2,700,000						\$ 2,700,000				\$ -		
TOTALS	\$ 5,268,207	\$ 12,838,998	\$ 10,000,000	\$ 1,600,000	\$ 12,600,000	\$ 4,900,000	\$ 47,207,205	\$ 23,154,832	\$ 9,120,000	\$ 4,000,000	\$ 10,932,373			
Transportation Annual Maintenance/Replacement														
NA	Sidewalk Trip Hazard Elimination	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 900,000	\$ 900,000	\$ -	\$ -	\$ 900,000		
NA	Sidewalk Gap Projects	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ 1,200,000		
NA	Pavement Overlay Program	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 2,850,000	\$ 2,850,000	\$ -	\$ -	\$ 2,850,000		
NA	Chip Seal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,675,000	\$ 4,675,000	\$ -	\$ -	\$ -		
NA	Crack Seal	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ 300,000		
NA	Alley Reconstruct and Paving	\$ 69,000	\$ 69,000	\$ 69,000	\$ 69,000	\$ 69,000	\$ 69,000	\$ 414,000	\$ 414,000	\$ -	\$ -	\$ 414,000		
TOTALS	\$ 924,000	\$ 924,000	\$ 924,000	\$ 924,000	\$ 924,000	\$ 924,000	\$ 924,000	\$ 5,544,000	\$ 5,544,000	\$ -	\$ -	\$ 5,544,000		
Water Capital Projects														
U-025	AC Watermain Replacement and Extension at Pickett Ave (D-13)	\$ 350,000						\$ 350,000	\$ 350,000	\$ -	\$ -	\$ 350,000		
U-044	Saltai Boxley Creek Interie for Mitigation (M-14)	\$ 312,000						\$ 312,000				\$ 312,000		
U-037	Water Meter Replacement Program (MS-1)	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000			\$ 450,000				\$ 450,000		
U-045	National Guard Readiness Center Watermain Extension Booster Station and Reservoir	\$ 600,000	\$ 13,000,000					\$ 15,600,000				\$ 15,600,000		
U-038	AC Watermain Replacement at Ogall Ave, Merritt Ave, Thrasher Ave, and NE 8th St	\$ -	\$ 200,000	\$ 800,000				\$ 1,000,000				\$ 1,000,000		
U-029	Cascade Soil Course Well Improvements and Domestic Expansion (M-1)	\$ 85,000						\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ 1,400,000		
U-042	Centennial Well Variable Frequency Drive (SO-1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,000	\$ 229,000	\$ -	\$ -	\$ 85,000		
U-043	Centennial Well Pump Replacement (SO-2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,000	\$ 229,000	\$ -	\$ -	\$ 229,000		
U-026	Mt Si Springs Air Gap Study and Construction (SO-34)	\$ 30,000	\$ 500,000	\$ 500,000	\$ 500,000			\$ 530,000				\$ 530,000		
U-041	AC Watermain Replacement under Middle Fork Snoqualmie River (D-8)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ 650,000		
U-039	Water Interie between Cities of NB and Snoqualmie	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ 1,400,000		
U-040	AC Watermain Replacement under South Fork Snoqualmie River (D-19)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ 650,000		
U-039	AC Watermain Replacement at 428th Ave SE and SE 32nd St (D-21)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600,000	\$ 1,600,000	\$ -	\$ -	\$ 2,000,000		
TOTALS	\$ 1,497,000	\$ 13,380,000	\$ 2,050,000	\$ 3,179,000	\$ 850,000	\$ 1,700,000	\$ 22,656,000	\$ 7,312,000	\$ -	\$ -	\$ 15,340,000	\$ -	\$ 15,340,000	
Sanitary Sewer Capital Projects														
U-034	South Fork Lift Station Upgrade SCADA & Controls	\$ 21,000						\$ 21,000				\$ 21,000		
U-035	South Fork Lift Station Upgrade Pumps, Dry Well & Odor Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ 700,000	\$ -	\$ -	\$ 700,000		
U-036	South Fork (under SR-202 bridge) Foreman Replacement	\$ 42,000						\$ 300,000	\$ 300,000			\$ 300,000		
U-027	Snoqualmie Lift Station SCADA System Integration	\$ 2,000,000						\$ 42,000	\$ 42,000			\$ 42,000		
U-020	WWTP HPI Phase 2 (most of construction was completed pre 2024)	\$ 800,000						\$ 2,000,000				\$ 2,000,000		
U-028	WWTP HPI Phase 3 (frontage improvements)	\$ 500,000	\$ 850,000					\$ 800,000				\$ 800,000		
U-017	Meadowbrook Sewer Line (all City costs are reimbursable, but City pays ~\$9 million cost up front)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000,000	\$ 9,000,000	\$ -	\$ -	\$ 9,000,000		
TOTALS:	\$ 2,563,000	\$ 8,500,000	\$ 800,000	\$ -	\$ 700,000	\$ 300,000	\$ 12,863,000	\$ -	\$ -	\$ -	\$ 9,000,000	\$ 3,650,000	\$ 3,650,000	

Storm Drainage/Flood Capital Projects		2024	2025	2026	2027	2028	2029	Total Cost	Federal	State	KC or Other	Local
S-001	Ribney Creek Flood Mitigation at Bendigo Blvd	\$ 750,000	\$ 200,000	\$ 420,000	\$ 800,000	\$ 4,200,000	\$ 1,000,000	\$ 9,670,000	\$ 6,450,000	\$ 1,200,000	\$ -	
S-001	South Fork Levee/Seaback (also coded as T-021B as it is related to T-021A)	\$ 100,000	\$ 400,000	\$ 150,000	\$ 500,000	\$ 100,000	\$ 300,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	
S-006	NW 8th Street Gardner Creek Box Culvert (Project #12.4 in G&O report)											
S-023	NBW Runoff into Mt. Si Motel (could be combined with roundabout project)											
S-013	6th Street Ballarat to Pierce Lane) SD Collection and Conveyance											
S-014	Pearce Lane SD Collection and Conveyance											
S-015	Main Ave (8th St to 5th St) SD Collection and Conveyance											
S-016	5th Street (Ballarat to Main Ave) SD Collection and Conveyance											
S-003	Middle Fork Flood Mitigation (many of the projects located in Silver Creek are listed below)											
	Swale from East 4th Street to Pond #1 (Project #1 in G&O report)	\$ -	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000	\$ -	\$ -	
	NE 8th Street Culverts (Project #6.1 in G&O report)	\$ -	\$ 275,503	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,503	\$ -	\$ -	
	Thrasher Ave Culvert (Project #6.2 in G&O report)	\$ -	\$ 290,984	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 290,984	\$ -	\$ -	
	Meritt Ave NE Culvert (Project #6.3 in G&O report)	\$ -	\$ 243,220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243,220	\$ -	\$ -	
	Orchard Ave NE Culvert (Project #6.4 in G&O report)	\$ -	\$ 236,136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 236,136	\$ -	\$ -	
	Snoqualmie Valley Trail Culverts (Project #6.6 in G&O report)	\$ -	\$ -	\$ -	\$ 278,023	\$ -	\$ -	\$ -	\$ 278,023	\$ -	\$ -	
	Meritt Place NE Driveaway Culvert (Project #6.7 in G&O report)	\$ -	\$ -	\$ -	\$ 203,884	\$ -	\$ -	\$ -	\$ 203,884	\$ -	\$ -	
	NE 4th Street Culverts (Project #6.8 in G&O report)	\$ -	\$ -	\$ -	\$ 372,124	\$ -	\$ -	\$ -	\$ 372,124	\$ -	\$ -	
	Ogje Ave NE Upstream Driveaway Culvert (Project #6.9 in G&O report)	\$ -	\$ 204,867	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 204,867	\$ -	\$ -	
	Ogje Ave NE Culvert (Project #6.10 in G&O report)	\$ -	\$ 321,142	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 321,142	\$ -	\$ -	
	East 2nd Street - Janet Avenue to Ballarat (Project #1.2 in G&O report)	\$ -	\$ -	\$ -	\$ 354,738	\$ -	\$ -	\$ -	\$ 354,738	\$ -	\$ -	
	Main Ave South (Project #3.1 in G&O report)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 543,731	\$ -	\$ -	
	Ballarat Ave North Culverts (Project #5.2 in G&O report)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 296,202	\$ -	\$ -	
	Si View Outfall Culvert (Project #8.1 in G&O report)	\$ -	\$ -	\$ -	\$ 71,958	\$ -	\$ -	\$ -	\$ 71,958	\$ -	\$ -	
	Gardiner Creek Culvert at Bendigo Blvd North (Project #4.2.5 in G&O report)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 554,993	\$ -	\$ -	
	BNRR - Orchard Drive Outfall (Project #4.2.1 in G&O report)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,087,423	\$ -	\$ -	
	TOTALS:	\$ 750,000	\$ 1,931,832	\$ 1,110,000	\$ 5,404,031	\$ 6,326,696	\$ 6,682,349	\$ 22,204,908	\$ -	\$ 225,000	\$ 10,971,832	\$ 11,008,076

Parks & Trails Capital Projects

Parks & Trails Capital Projects		2024	2025	2026	2027	2028	2029	Total Cost	Federal	State	KC or Other	Local
P-018	Tenant Trailhead Park (Si View Metro Parks District is managing design and construction. Total project cost is close to \$2 million. City is providing \$350K in PIF)	\$ 350,000						\$ 350,000				\$ 350,000
P-0xx	Dahligen Family Park (State DNR is managing design and construction, with City providing \$1.3 million in PIF)	\$ 1,300,000						\$ 1,300,000				\$ 1,300,000
P-011	Trail Extension from Downtown to Tollgate Farm Park (Si View MFD will provide City with \$250K)	\$ 250,000						\$ 250,000				\$ 250,000
P-017	William Taylor Park Improvements (includes spay park fountains)	\$ 300,000	\$ 300,000	\$ 3,500,000				\$ 4,100,000	\$ 2,300,000	\$ -		\$ 1,800,000
P-016	Riverfront Park Trail Improvements (includes pedestrian Hawk Signal across SR-202)	\$ 250,000	\$ 500,000					\$ 750,000	\$ 400,000			\$ 350,000
P-015	New Si View Playground Equipment Upgrades (2024 and 2025 in New Si View neighborhood parks via grants)	\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000			\$ 100,000	\$ 70,000			\$ 300,000
P-019	Tail Extension from Tollgate Farm Park to West City Limits	\$ 400,000	\$ 400,000	\$ 2,000,000				\$ 2,400,000	\$ 2,400,000			\$ 2,400,000
P-0xx	Pickleball Courts in an existing park or parks	\$ 70,000	\$ 70,000					\$ 70,000				\$ 70,000
P-0xx	Off Leash Dog Park in an existing park	\$ 40,000	\$ 40,000					\$ 40,000				\$ 40,000
P-0xx	Trail on South Fork Left Bank Seaback Levy with river access (does not include levee costs)			\$ 2,000,000				\$ 2,000,000				\$ 200,000
P-0xx	Multi-modal Trail (with bike improvements on SR-202 bridge deck) parallel with SRS-202 from Riverfront Park to Tenant Trailhead Park				\$ 1,730,000			\$ 1,730,000				\$ 230,000
P-0xx	Trail called Bagwab Prairie Loop at Meadowbrook Farm	\$ 1,000,000						\$ 1,000,000				\$ 1,000,000
P-0xx	Acquire and build new park in south portion of City							\$ 1,800,000	\$ 1,800,000			\$ 1,800,000
P-0xx	Torguson Park Playground and Plaza Improvements (Si View contributes \$500K)	\$ 25,000	\$ 25,000	\$ 1,100,000	\$ 1,100,000			\$ 1,100,000	\$ 500,000			\$ 600,000
P-0xx	Park Parking Lots Pavement Seal Coat / Repair	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500			\$ 2,500	\$ 75,000	\$ -		\$ 75,000
P-0xx	Park Signage Replacement							\$ 15,000	\$ -			\$ 15,000
	TOTALS:	\$ 3,377,500	\$ 522,500	\$ 3,917,500	\$ 1,022,500	\$ 4,127,500	\$ 17,680,000	\$ 2,300,000	\$ 400,000	\$ 7,750,000	\$ 7,730,000	
Facilities		2024	2025	2026	2027	2028	2029	Total Cost	Federal	State	KC or Other	Local
C-013	City Hall Parking Lot Electrical Charging Stations	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000				\$ 50,000
C-0xx	Facilities Maintenance Program	\$ 100,000	\$ 110,000	\$ 120,000	\$ 130,000	\$ 140,000	\$ 150,000	\$ 750,000				\$ 750,000
C-0xx	Public Works Admin. Building Generator and Electrical Upgrades	\$ 150,000						\$ 150,000				\$ 150,000
C-0xx	Replace HVAC System at PWV M&O Building and EOC							\$ 40,000	\$ 40,000			\$ 40,000
C-0xx	Re-Build of Former CED Annex Building?							\$ 1,500,000	\$ 1,500,000			\$ 1,500,000
	TOTALS:	\$ 300,000	\$ 110,000	\$ 120,000	\$ 130,000	\$ 140,000	\$ 150,000	\$ 400,000	\$ 2,490,000	\$ -	\$ 1,550,000	\$ 940,000
	Totals	\$ 14,679,707	\$ 38,207,330	\$ 18,921,500	\$ 12,239,531	\$ 25,668,196	\$ 20,928,849	\$ 130,645,113	\$ 25,454,832	\$ 17,057,000	\$ 31,271,832	\$ 54,861,000



SUBJECT:	Agenda Date: October 17, 2023	AB23-126
Motion to Confirm the North Bend 2024 Legislative Agenda to the Sound Cities Association	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	X
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
Cost Impact: N/A	Finance – Drew Bauta	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate		
Attachments:		
SUMMARY STATEMENT:		
<p>The Sound Cities Association (“SCA”) has requested a list of legislative priorities for the state legislature from each city member of their association. Staff has put together the following list of legislative priorities based upon the issues that the City is currently facing which require state assistance. Those legislative priorities are:</p> <ol style="list-style-type: none">1. REET funding flexibility, particularly for existing REET and affordable housing.2. Allowing private accounting firms to conduct the State audit.3. Funding for affordable housing.4. Water infrastructure funding for the Army Readiness Center as a project of statewide concern.5. Sewer collection funding to convert residential neighborhoods on septic systems to convert to treatment. <p>All of these concerns regard issues that the City of North Bend is facing. Most involve infrastructure challenges that we face which could be addressed with additional outside funding. SCA requires that the city councils of their membership agencies adopt the legislative priorities so that they can effectively lobby the State legislature on our behalf.</p>		
APPLICABLE BRAND GUIDELINES:	Consistent delivery of quality basic services.	
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION:	MOTION to approve AB23-126, confirming the North Bend City Council Recommended 2024 Legislative Agenda to the Sound Cities Association.	
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
October 17, 2023		