



CITY COUNCIL MEETING*

November 7, 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	Special Council Workstudy of October 10, 2023 & City Council Meeting of October 17, 2023		1
2) Payroll	October 20, 2023 – 28720 through 28726 , in the amount of \$278,294.76		
3) Checks	November 7, 2023 – 74699 through 74796 , in the amount of \$912,396.60		
4) AB23-127	Motion – Authorizing Contract with Parametrix for the Middle Fork Flood Conveyance Project	Mr. Rigos	11
5) AB23-128	Motion – Authorizing Interagency Agreement with Department of Commerce	Ms. Deming	25

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

INTRODUCTIONS:

6) AB23-129	Public Hearing , Ordinance – Adopting 2024 Property Tax Levy	Mr. Bouta	41
7) AB23-130	Public Hearing , Ordinance – Adopting 2023-2024 Mid-Biennial Budget Modification	Mr. Bouta	51

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 Potential Litigation, pursuant to RCW 42.30.110(1)(i)

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., Tuesday, November 7, 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

DRAFT

CITY OF NORTH BEND
CITY COUNCIL SPECIAL BUDGET WORKSTUDY NOTES
October 10, 2023
City Hall, 920 SE Cedar Falls Way, North Bend, WA

Mayor Pro Tem Koellen called the meeting to order at 7:02 p.m.

Councilmembers Alan Gothelf, Mark Joselyn, Heather Koellen and Jonathan Rosen. Councilmember Brenden Elwood arrived at 7:05 p.m. (remote). Councilmember Mary Miller arrived at 7:24 p.m.

Staff Present: Mayor Rob McFarland, City Administrator David Miller, City Attorney Kendra Rosenberg, Deputy City Administrator/Public Works Director Mark Rigos, Interim Finance Director Drew Bouta, Administrative Services Director Lisa Escobar, Community & Economic Development Director Rebecca Deming, IT Manager Phil Davenport and City Clerk Susie Oppedal.

Mayor Pro Tem Koellen announced an Executive Session would be added at the end of tonight's agenda for the purposes of discussing property acquisition, pursuant to RCW 42.30.110(1)(b)

Mid-Biennium Budget Review

Interim Finance Director Bouta provided a Mid-Biennial Budget Review presentation that consisted of the following:

Foundations of Finance

- Guiding Lights: City's Mission Statement & Vision
- Four Financial Paint Buckets: Governmental Operating, Governmental Capital, Enterprise and Internal Services
- Sustainability Principle: Funding of Most Consistent of Uses with Most Consistent of Revenue Streams
- Importance of Financial Forecasting: Plan for the Future, Make Informed Decisions and Identify Potential Problems
- Balancing Finances: Levels of Service, Economic Development and Taxes & Fees

2024 Decision Card Process

Interim Finance Director Bouta reviewed the 2024 decision card process which included a review of the new decision card form, decision card submission date of October 13, 2023 and that items should be limited to General Fund, Street Operation Fund and Solid Waste & Recycling Fund. He noted the Finance Department was working on determining

DRAFT

the funding available for the 2023 decision card process and would unveil that amount at the October 24, 2023 Council Workstudy.

He provided an economic update which included national and worldwide impacts on inflation, interest rates and employment and noted upcoming City items of consideration on the budget were future employee cost of living adjustments, future police services contract, human services grant funding, 2024-2029 Capital Improvement Plan and the City's Strategic Plan.

He concluded by providing a prioritization framework for decision cards, Finance Department Action Plan through January 2025 and proposed future fund schedule which consolidates the current 29 fund structure down to 15 funds.

Human and Community Service Funding Review

Mayor McFarland reviewed the Human and Community Services grant requests spreadsheet which separated requests from organizations into Human Services Organization requests and Community Organization (including arts and culture) requests. He noted the amount of requests received for the 2024 funding cycle totaled over \$480,000 and he recommended funding the same organizations as last year (plus North Bend Arts & Industry) at the total amount of \$360,400.

Council discussed the amount set aside for Human and Community Services funding as part of last year's budget discussions, ARPA funding for grant requests, percent of budget other cities spend on grant requests compared to North Bend, percentage of increase of funding requests, and contributions agencies receive from other organizations.

Council requested the discussion on Human and Community Services grant funding be postponed until the October 24, 2023 Workstudy when the Finance Department would have a better idea of funds available for discretionary spending.

Executive Session

Mayor Pro Tem Koellen recessed the Council Workstudy at 8:23 p.m. for a five minute break to be followed by an Executive Session to start at 8:28 p.m. to discuss property acquisition, pursuant to RCW 42.30.110(1)(b). No action was anticipated as a result of the Executive Session, which was expected to last twenty minutes and videotaping of the meeting ceased.

At 8:48 p.m. it was announced that the Executive Session was expected to last an additional five minutes.

At 8:53 p.m. it was announced that the Executive Session was expected to last an additional five minutes.

DRAFT

The workstudy reconvened at 8:58 p.m.

Adjournment

The workstudy closed at 8:58 p.m.

ATTEST:

Heather Koellen, Mayor Pro Tem

Susie Oppedal, City Clerk

DRAFT

NORTH BEND CITY COUNCIL MINUTES

October 17, 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, Miller, and Rosen.

Mayor McFarland recognized two Snoqualmie - North Bend Police officers who were honored with Merit Awards for life-saving actions at the October 9, 2023 Snoqualmie City Council Meeting.

In November of 2020 Officer Chase Smith responded to a North Bend business where his quick instincts and the CPR he performed saved the life of a collapsed man.

In January of 2020 Officer Austin Gutwein responded to a North Bend restaurant. His quick actions, and the CPR performed, saved the life of a man who had been choking.

Chief Lynch commented that he was proud to be able to share with the outside world what he sees everyday, the level and caliber of Officer we have in uniform for North Bend and Snoqualmie.

CONSENT AGENDA:

Minutes – Council Workstudy of September 26, 2023 & City Council Meeting of October 3, 2023

Payroll – **October 5, 2023 – 28713** through **28719**, in the amount of **\$341,834.15**

Checks – **October 17, 2023 – 74654** through **74698**, in the amount of **\$854,272.16**

AB23-123 – Motion Authorizing ILA with Sunnyside for Jail Services

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve the consent agenda as presented. The motion **PASSED** 6-0.

CITIZEN'S COMMENTS:

Michael Thomas, 1231 LaForest Drive SE, expressed concern about the importance of water, the City remaining in Stage 3 of the Water Conservation Ordinance, the proposed Si View Parks aquatic center, and the relationship of electeds with Si View Metropolitan Parks District.

Jean Buckner, 46226 SE 139th Place, expressed concern about the National Guard Readiness Center location; Chinook Helicopter landing pad, weapons and munitions

DRAFT

depot, blast zone of the munition's depot, parking lot for 6,700+ vehicles and equipment, clean air standards, storm water retention, washing vehicles, water usage at the facility, the Water Conservation Ordinance, and funds to pay for infrastructure.

Jan Molinaro, City of Enumclaw Mayor, President of the Sound Cities Association (SCA), thanked the City for being a member of SCA, encouraged electeds to attend the next networking event on October 25, 2023, and the annual meeting on December 6, 2023. Additionally, he encouraged Council to consider applying for regional boards and commissions such as the Regional Transit Committee, Puget Sound Regional Council and Affordable Housing.

Debra Landers, 14615 438th Ave. SE, thanked the City for their support and spoke of the success of North Bend Arts & Industry's Art Off The Rails event on September 23, 2023 at the Train Depot. Approximately 450-600 people attended and she plans to have the event next year as well. Their next event is Artist Sunday, a nationwide art and shopping event on November 26th, 2023 from 12 p.m. to 4 p.m. and is tentatively scheduled to be located at the Outlet Mall.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Miller, Chair
A report of the October 17th meeting was provided.

Finance & Administration Committee – Councilmember Gothelf, Chair
No report. October 10th meeting was cancelled.

Public Health & Safety Committee – Councilmember Rosen, Chair
A report of the October 3rd meeting was provided.

Transportation & Public Works Committee – Councilmember Miller, Chair
No report.

Council Workstudy – Mayor Pro Tem Koellen
A report of the September 26th and October 10th meetings were provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the October 12th meeting was provided.

Planning Commission
No report.

Parks Commission
A report of the September 27th meeting was provided.

DRAFT

Economic Development Commission

A report of the September 26th meeting was provided.

KC4 King County – Cities Climate Collaboration - Councilmember Joselyn

A report of the October 12th meeting was provided.

Puget Sound Regional Committee Executive Board – Mayor McFarland

A report of the September 28th meeting was provided.

INTRODUCTIONS:

AB23-124 – Motion Authorizing ILA with SCORE for Jail Services

Audio: 30:57

Interim Police Chief Lynch provided the staff report.

Councilmember Rosen **MOVED**, seconded by Councilmember Gothelf 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. The motion **PASSED** 6-0.

**AB23-125 – Resolution Adopting Six Year Capital Improvement Plan
2024-2029**

Audio: 55:57

Deputy City Administrator/Public Works Director Rigos provided the staff report.

The following individuals commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Jean Buckner, 46226 SE 139th Place

Councilmember Miller **MOVED**, seconded by Councilmember Rosen 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. The motion **PASSED** 6-0.

AB23-126 – Motion Confirming City's 2024 Legislative Agenda

Audio: 59:58

City Administrator Miller provided the staff report.

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Jean Buckner, 46226 SE 139th Place

DRAFT

Councilmember Koellen **MOVED**, seconded by Councilmember Gothelf to approve AB23-126, confirming the North Bend City Council Recommended 2024 Legislative Agenda to the Sound Cities Association.

Councilmember Koellen **MOVED**, seconded by Councilmember Gothelf to amend AB23-126, to add funding support for behavioral health services and to recruit and retain Police Officers to the legislative priorities for 2024. The motion **PASSED** 6-0.

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to remand AB23-126, to the October 24, 2023 Workstudy and bring back for future consideration at the November 21, 2023 City Council meeting. The motion **PASSED** 6-0.

The main motion then **PASSED AS AMENDED** 6-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Gothelf advised that if property owners have concerns regarding wildfires they should contact Eastside Fire and Rescue. He commented they have a program that will evaluate your property and recommend how to protect it against wildfires.

Councilmember Elwood extended another round of gratitude to Snoqualmie - North Bend Police Officers Smith and Gutwein for saving lives and encouraged people with questions about the Water Conservation Ordinance to contact Deputy City Administrator/Public Works Director Rigos. He mentioned the upcoming production of "Blithe Spirit" and "Night of the Living Dead" staged reading at Valley Center Stage.

Councilmember Joselyn addressed Mr. Thomas' concerns stated during citizen comments and noted he was available to discuss any concerns the public may have regarding his involvement with Si View Metropolitan Parks District.

Mayor McFarland spoke regarding the following items:

- City Council Position No. 4 Application deadline of November 9, 2023
- The City is also seeking applicants for a vacancy on the Parks Commission.
- PSE pole replacement at Stilson Ave SE/Cedar Falls Way to SE 134th - October 21st from 9 a.m. - 5 p.m.

EXECUTIVE SESSION:

Mayor McFarland recessed the regular meeting for an Executive Session at 8:47 p.m. to discuss property acquisition, pursuant to RCW 42.30.110(1)(b). No action was anticipated as a result of the Executive Session, which was expected to last 30 minutes and videotaping of the meeting ceased.

The regular meeting reconvened at 9:17 p.m.

DRAFT

ADJOURNMENT:

Councilmember Gothelf **MOVED** to adjourn, seconded by Councilmember Elwood. The motion **PASSED** 6-0.

The meeting adjourned at 9:17 p.m.

ATTEST:

Rob McFarland, Mayor

Jennifer Bourlin, Deputy City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: November 7, 2023		AB23-127
Motion Authorizing Contract with Parametrix for Preliminary Engineering on the Middle Fork Flood Conveyance Capital Project		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm & Econ Development – Rebecca Deming		
		Finance – Drew Bouta		
Cost Impact: \$435,750.15		Public Works – Mark Rigos, P.E.		X
Fund Source: KCFCD Capital Funding				
Timeline: Immediate				
Attachments: Scope of Work & Fee Schedule				
<p>SUMMARY STATEMENT:</p> <p>In March of 2023, the City of North Bend (“City”) entered into an Interlocal Agreement (“ILA”) with King County Flood Control District (“FC District”) for the Middle Fork Flood Conveyance Project (“Project”). The ILA established the terms and conditions for project tasks, project management, and other work required for the completion of the project preliminary design. The FC District shall reimburse the City for actual costs, without mark-up of any kind, incurred by the City to perform the tasks as described in the ILA. There are no costs to the City for this work, except for the management time overseeing Parametrix.</p> <p>City staff selected consultant firm Parametrix for the engineering design of this project due to Parametrix’s familiarity with the type of work required, their familiarity with the project area in general, and their vast knowledge of the hydraulics of the associated streams and rivers in the project area. Attached is a Scope of Work and Fee Schedule for the preliminary design phase of the project. Staff from both the City and King County Rivers Division have reviewed the Scope of Work and Fee and have approved it. The fee for the preliminary engineering design is \$435,750.15</p> <p>Project tasks (Scope of Work) include:</p> <ol style="list-style-type: none"> 1. Developing a Project Charter following the procedures of the King County Water and Land Resource Division (“WLRD”) Project Management Manual (Gate 1); 2. Conducting an Alternatives Analysis characterizing existing conditions, hazards, and risks to the subject and adjacent properties; analyzing up to three (3) alternatives and their associated costs and benefits for the project area that provide the City and FC District with the information needed to review and select the most appropriate alternative to advance (Gate 2); and 3. Preparing preliminary (30% level) plans, cost estimates, and a schedule for the selected alternative for the purpose of obtaining FC District approval to proceed with final design and construction (under a separate Scope of Work). A Preliminary Basis of Design Report providing the rationale and supporting documentation for the 30 percent design will be prepared (Gate 3). <p>City staff have selected Parametrix to perform this work based on Parametrix’s extensive knowledge of the Snoqualmie River Basin and recommend Council authorize this contract.</p>				
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.				
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on October 24, 2023, and recommended approval and placement on the Consent Agenda.				

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB23-127, authorizing the Mayor to enter into a contract with Parametrix for the Middle Fork Flood Conveyance Project, in a form and content acceptable to the City Attorney, in an amount not to exceed \$435,750.15

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 7, 2023		

SCOPE OF WORK

Middle Fork Flood Conveyance Project Alternatives Analysis and Preliminary Design

INTRODUCTION

The Middle Fork Flood Conveyance Project alternatives assessment and preliminary design Project (Project) will focus on the nine culvert crossings of an overflow channel from the Middle Fork Snoqualmie River. These projects are referenced under Table 8-1 of the City of North Bend 2013 Comprehensive Stormwater Management Plan, project numbers 6.1 – 6.4 and 6.6 – 6.10. Additionally, select locations of the overflow channels will be considered for improvements to increase conveyance capacity and limit flooding to adjacent properties. Parametrix, Inc. (Consultant) will conduct necessary technical analyses to develop and evaluate conceptual-level design alternatives. The preferred option that mitigates the flood risks will then be chosen, and a preliminary design will be developed. The Project will assess how various improvements in the Silver Creek Neighborhood of North Bend along a portion of overflow channel from the Middle Fork Snoqualmie River will affect the overflow channels and flood-level hydraulics and the development of practical flood risk reduction strategies for this neighborhood.

Following is an overview of the services provided in this Scope of Work:

- Develop a Project Charter following the procedures of the King County Water and Land Resource Division (WLRD) Project Management Manual (Gate 1).
- Conduct an Alternatives Analysis characterizing existing conditions, hazards, and risks to the subject and adjacent properties. Analyze up to three (3) alternatives and their associated costs and benefits for the Project area that provides the City of North Bend (City) and the King County Flood Control District (District) with the information needed to review and select the most appropriate alternative to advance (Gate 2).
- Prepare preliminary (30 percent level) plans, cost estimate, and schedule for the selected alternative for the purpose of obtaining District approval to proceed with final design and construction (under a separate Scope of Work). A Preliminary Basis of Design (BOD) Report providing the rationale and supporting documentation for the 30 percent design will be prepared (Gate 3).

WLRD will review all milestone packages prior to their delivery to the District for approval.

The following tasks are included in this scope:

- 100 Project Management and Coordination
- 200 Existing Conditions Data Collection
- 300 Hydrologic and Hydraulic Analysis
- 400 Alternatives Development and Analysis
- 500 Preliminary Design
- 600 Stakeholder Coordination

Background

The City operates and maintains drainage structures along the overflow floodways of the Middle Fork Snoqualmie River through the Silver Creek neighborhood within their jurisdiction. Repeated flooding along these overflow channels may damage property, and temporarily closed roads. Replacement of the culverts and channel improvements may increase capacities to reduce the frequency of flooding when overtopping of the banks of the Middle Fork Snoqualmie River into the overflow channels occur.

King County (County), through WLRD (part of the King County Department of Natural Resources and Parks), functions as a support to the City as the City is the primary service provider to the District under the terms of an interlocal agreement (ILA) between the City and the District.

On August 19, 2020, the District approved the Middle Fork Snoqualmie River Capital Investment Strategy (CIS) as policy guidance. The Middle Fork CIS identifies levee setbacks, floodplain/flood storage improvements, gravel removal, and culvert replacement as tools to be considered in developing a comprehensive flood risk reduction strategy at this location. The District has included the Silver Creek Neighborhood Culvert Replacement Project in the District's annual budget and work program.

General Project Assumptions:

- This project will focus on the Silver Creek neighborhood flood risk reduction only and not include any other future Middle Fork Snoqualmie River levee setbacks or other flood risk reduction mitigation beyond those identified herein. This will be a stand-alone project. However, forward compatibility will be verified by removing adjacent restrictions to the overflow channels that may affect the conveyance.
- Culvert replacements sized to convey the 25-year flow will be analyzed. This configuration to be analyzed will be developed in conjunction with City and King County staff.
- Future flow conditions resulting from climate change should be used for the design.
- The ILA will go through 30 percent design, which aligns with Gate 3 of the WLRD design process.
- WLRD is currently not setting fish passage parameters for this project. However, outreach and partnership with the Snoqualmie Tribe and WDFW will be necessary to ensure project success and meeting regulatory requirements for fish passage.
- The city will provide recorded as-builts as needed along the overflow channels within the Silver Creek neighborhood (if available).
- Project management will be conducted per the WLRD Project Management Manual (Manual herein).

SCOPE OF WORK

Task 100 Project Management and Coordination

The Consultant shall manage the Silver Creek Neighborhood Culvert Replacement Project, which includes the following:

- Develop a project work plan that includes the baseline project schedule, budget performance monitoring plan, QA/QC guidelines, and risk management.

- Providing monthly progress reporting and invoices to the city. This task will be ongoing throughout the duration of the Project.
- Coordinate a kick-off meeting at the project site with the City and King County WLRD staff to discuss the project approach, technical tasks, team coordination, site conditions, and constraints.
- Monthly project management coordination meetings.
- Hold weekly team coordination meeting and provide an end of week informal project progress e-mail to the City (not full team gatherings, select as needed).
- Coordination with King County WLRD, through the city as well as periodic King County FCD coordination and project updates.
- Assist in developing the project charter per the King County FCD guidelines (becomes Exhibit B of the City/FCD ILA)

Assumptions:

- Project Duration is 10 months.
- Coordination with Project stakeholders, including the Snoqualmie Indian Tribe, citizen groups, and regulatory agencies (local, state, and federal), will be the responsibility of the city.
- Consultant stakeholder support is provided in Task 600.

Deliverables:

- Project Charter (Gate 1 document) and all supporting documents as identified by the King County WLRD Project Management Manual (2016 edition).
- Project work plan (PDF)
- Project critical path schedule, including all significant events and milestones (Baseline and monthly updates, PDF)
- Project kickoff meeting agenda and notes (MS Word).
- Monthly project management coordination meeting agendas and notes (MS Word).
- Regular informal weekly progress reports (via e-mail) to include current weekly events, following week expectations, and listing of any issues that need resolution to keep the project on schedule.
- Monthly invoices and progress reports, subject to City review and approval (PDF).

Task 200 Existing Conditions Data Collection

200.10 Topographic Survey

Portions of this project area were surveyed under the 6th Street Watermain Replacement project by Survey and Mapping, LLC (SAM). Additional topographic survey will be needed along Silver Creek for a least 3 of the culverts. The survey will include the roadway, all visible utilities, significant trees, wetland and buffer boundaries set by Wetland Resources, and clear and complete survey of the culverts. The Consultant will also verify the previous mapping and prepare a single contiguous map of the project area.

Assumptions:

- The scope of work and budget assumes that there will be up to 5 field survey crew-days of effort.

- The city will provide rights of access to private property if needed.
- No property boundary line survey will be conducted. All property line limits will be from existing recorded plats and public records.

Deliverables:

- 3D-survey mapping in AutoCAD, version 2022 for areas of interest to support the conceptual, preliminary and final design of the project.

200.20 Critical Area Review

The Consultant will conduct a field delineation of critical areas (wetlands and buffers) in the vicinity of the culvert crossings and channel modification/enhancement areas.

Assumptions:

- Other than the overflow channel, no critical areas were found in the Silver Creek neighborhood. This area was previously surveyed in November 2020 and is still within the 5-year window.
- No Critical Area Study will be developed in this phase of the project.
- Legal access will be granted a minimum of 100 feet upstream and 100 feet downstream of all field delineation locations.

Deliverables:

- Wetland Delineation Report (PDF, draft and final).

200.30 Geotechnical

The Consultant shall complete a desktop evaluation of nearby geologic and geotechnical data to inform preliminary geotechnical recommendations for the development and analysis of alternatives. The following activities will be performed during this phase:

- Obtain and review existing and available geologic and geotechnical data from the Project vicinity.
- Participate in a Project team kickoff and site visit.
- Collaborate with the multidisciplinary team to identify Project features that will require geotechnical input. Provide geotechnical input to the preliminary design criteria and basis of design to inform the alternatives analysis.
- Prepare a preliminary geotechnical memo that characterizes Project geologic and geotechnical conditions, geotechnical constraints, and conceptual recommendations for Project features that are identified in the alternatives analysis. The memo will include recommendations for geotechnical investigations to support design of the selected Project alternative.
- The Consultant's geotechnical lead will participate in the alternatives analysis workshop and provide subject matter expertise for the evaluation of alternatives.
- The Consultant's geotechnical lead will review preliminary design documents and coordinate with design team to ensure that geotechnical recommendations are properly interpreted and incorporated.

- The Consultant's geotechnical lead will contribute specialty expertise toward the development of cost estimate and schedule.

Assumptions:

- The City will provide any geotechnical reports available in their files within the Project vicinity.
- Geotechnical services during this phase will rely on existing data developed by others and for other nearby projects. No subsurface investigations will be completed at this phase. Geotechnical subsurface investigations will likely be required for future design phases.

Deliverables:

- Preliminary Geotechnical Memo (PDF, draft and final).

200.40 Regulatory Requirements

Develop a permit matrix that identifies environmental documentation, permits, and associated approvals anticipated to be required to construct the preferred alternative culvert flood control mitigation.

Assumptions:

- Federal funding is possible.

Deliverables:

- Detailed Permit Matrix (PDF, draft and final).

Task 300 Hydrologic and Hydraulic Analysis

The Consultant will prepare hydrologic and hydraulic analysis materials to support the alternative analysis and selection process. Hydrologic and hydraulic analyses should be prepared at sufficient resolution to describe the frequency and extent of flood risk reduction benefits provided by the alternatives developed in Task 400.

300.10 Hydrologic Analysis

The hydrology for the South, Middle, and North Fork of the Snoqualmie River was developed by King County and Tetra Tech as part of a Levee Risk Assessment project. Peak flow estimates developed with the King County Levee Risk Assessment project will be used as design flows for evaluating alternative performance for existing and future conditions. The design event hydrograph developed for the Levee Risk Assessment will also be used in this project. A future climate change scenario will be evaluated using the design event hydrographs adjusted with the scalars developed for the Levee Risk Assessment project.

Assumptions

- The hydrologic analysis will use the peak flood-frequency and design hydrograph developed with the Levee Risk Analysis project.
- The South and Middle Fork hydrology will be based on existing and future conditions flow analysis performed for the King County Levee Breach Analysis project.

Deliverables

- Tributary input hydrographs for design events.

300.20 Hydraulic Analysis

A Hydrologic Engineering Center River Analysis System (HEC-RAS) two-dimensional (2D) hydraulics model was developed and calibrated for the South Fork Snoqualmie River by Tetra Tech for the King County Levee Breach Analysis Project. The hydraulic analysis will include the following:

- The Consultant shall refine the HEC-RAS 2D-hydraulic model of the South and Middle Fork Snoqualmie River system developed for the Levee Breach Analysis project to reflect the current condition in Silver Creek downstream of I-90 based on the task 200 survey.
- Perform preliminary hydraulic modeling to support assessment of the existing hydraulic conditions within the channel and adjacent floodplain and develop and evaluate design concepts using flows developed in Task 300.10. The assessment shall include a review of background information, additional data collection, and evaluation of water surface elevations, depths, velocities, and overbank flow paths. Assessment shall be inclusive of all selected flow quantiles.
- Perform hydraulic modeling of up to three alternatives and evaluate changes with the main channel, proposed floodplain modifications (e.g., water surface elevations, and velocities). Perform evaluations for the selected flow quantiles to evaluate relative changes in water surface elevations and areas of inundation within the adjacent floodplains on both sides of the river.
- Perform hydraulic modeling of the recommended alternative and two future flow scenarios for implementing projects proposed under the Middle Fork Snoqualmie River CIS. CIS project to consider may include levee setbacks, gravel removal, and culvert replacement. The future project scenario will be developed in consultation with City and County staff.
- Compute scour potential along overflow channel in the Silver Creek neighborhood and at the culvert crossings.
- Prepare technical report materials that document the methods, analysis, and results.
- Key findings and results shall be integrated into the Task 300.40 Technical Memorandum.

Assumptions

- High water surface elevation information is unavailable so no calibration will be performed for the hydraulic models.
- Three alternatives will be evaluated.
- Performance of the recommended alternative will be evaluated for a future climate change scenario and two future CIS implementation scenarios.
- WLRD will authorize use of the system-wide 2D HEC-RAS model developed by Tetra Tech for the Levee Breach Analysis project.
- Model documentation provided in the Task 300.40 Technical Memorandum.

Deliverables

- 2D HEC-RAS model of the Silver Creek neighborhood watershed.

- Depth, velocity, and water surface elevation raster shapefiles for each event analyzed.

300.30 Technical Memorandum

This task represents preparation of the final documentation for the hydrologic, hydraulics, and geomorphic portion of the study. It consists of documenting the results of tasks 300.10 and 300.20.

- The Consultant will prepare a technical memorandum that documents the methods, analysis, and results of the hydrologic and hydraulic analysis.
- A draft technical memorandum shall be submitted electronically in Microsoft Word and PDF. The draft technical memorandum will be returned to the Consultant with consolidated City review comments as edits/comments in tracked changes.
- A final technical memorandum that addresses City review comments shall be submitted electronically in Microsoft Word and PDF.

Assumptions

- Draft and final technical memorandum will be submitted electronically.

Deliverables

- Hydrologic and Hydraulic Technical Memorandum describing the work, methods and results of Task 300 (MS Word and PDF, draft and final).

300.40 Hydrologic and Hydraulic Support for Alternatives Analysis

The Consultant will provide Hydrologic and Hydraulic support for the Task 400 Alternatives Analysis and Preliminary Design.

- The Consultant will participate in the Technical Development Workshop with the City and WLRD staff to provide input on hydrologic and hydraulic considerations for alternative development. Meeting notes will be reviewed and updated to reflect H&H design.
- The Consultant will review and provide input on the draft Alternatives Analysis report prior to submittal to the County.

Assumptions

- Two hydrologic and hydraulic consultant staff will attend the Technical Development workshop.

Deliverables

- Review and update draft Technical Workshop meeting notes.
- Review comments on the draft Alternatives Analysis report.

300.50 Hydrologic and Hydraulic Support for Preliminary Design

The Consultant will provide Hydrologic and Hydraulic support for the Task 500 Preliminary Design Development.

- Conduct hydraulic analysis and prepare materials associated with the City of North Bend Flood Hazard Certification and Federal Emergency Management Agency (FEMA) “No-rise/No-impact” Certification permit submittals. Prepare documentation to support a flood hazard certification and FEMA No-Rise/No-Impact Certification.

Assumptions

- No-rise analysis may be performed with a 1-D hydraulic model.

Deliverables

- No-rise technical memorandum (PDF, draft and final).

Task 400 Alternatives Development and Analysis

400.10 Alternatives Development

The Consultant will generate up to three (3) distinct conceptual project alternatives for review by the City and WLRD.

The project alternatives analysis shall consider the following treatments identified in the Middle Fork Snoqualmie River CIS, either individually or in combination:

1. Culvert replacement.
2. Channel improvements
3. Floodplain/flood storage improvements.

The Consultant will attend and participate in a 2-hour technical workshop with the City and WLRD to develop and finalize the screening methodology and criteria, screen the concept design elements, and combine design elements so that they generate up to three distinct project alternatives for review by the City and WLRD.

The Consultant will develop screening criteria to be used for development and evaluation of alternatives. Record information in the form of an evaluation matrix table. Screening and evaluation criteria may include the following:

1. Design complexity.
2. Implementation cost and schedule.
3. Constructability.
4. Land ownership and property interests.
5. Forward compatibility with other future downstream flood mitigation measures.
6. Regulatory issues and constraints.
7. Design resiliency and uncertainty.
8. Project risk.
9. Maintenance and operations complexity and cost, including lifecycle costs.
10. Effect on aquatic and riparian habitat.

The Consultant will prepare preliminary graphical representations of the three project alternatives, including a site plan showing dimensions and locations of proposed features. Include representation of alignment, profile, and sections for the various components associated with each alternative. Graphical design representations shall be developed in geographic information system (GIS) or computer-aided design (CAD) format.

400.20 Alternatives Evaluation and Technical Memorandum

The Consultant will conduct a comparative evaluation of the alternatives based on the process developed in Task 400.10 and the technical information provided in Tasks 200 and 300. The alternatives analysis will be documented in an Alternatives Analysis Report that will include the following:

- A description of the goals and objectives of the project.
- Discussion of existing site characteristics.
- Discussion of the alternative's evaluation process and performance of the alternatives.
- Description of the features of the alternatives and rationale for inclusion.
- Anticipated permitting requirements and timelines of alternatives (based on Task 200.40).
- Impacts to the community.
- Anticipated outcomes and benefits as a result of the project.
- Summary of alternatives analysis and selection.

The Alternatives Analysis Report will be subject to WLRD review and approval prior to submittal to the District in support of Gate 2.

Deliverables:

- Design alternatives technical workshop agenda and notes (MS Word)
- Alternatives Analysis Report, identifying a preferred alternative (PDF, draft and final).
- WLRD Gate 2 supporting documentation per the District and the Manual.

Task 500 Preliminary Design

The Consultant will prepare plans and estimates for the 30 percent design level for the selected alternative during the Gate 2 process, as approved by the District. Draft and final 30 percent design submittals and related documentation will be prepared under this task. Activities to be completed include the following:

- Conduct necessary analysis to support draft and final 30 percent design development.
- Prepare plans and profiles for channel improvements and modifications.
- Prepare plans and sections for new crossing structures.
- Prepare landscape restoration plans.
- Prepare Surface Water Management technical approach and requirements memo.
- Prepare estimate of final design, permitting, and construction costs. This will include appropriate risk contingencies.

- Identify specific permitting requirements for the selected alternative, based on the identified environmental documentation and permits from Task 200.40.
- Develop a preliminary Basis of Design Report, subject to WLRD approval, documenting the following:
 - Applicable City regulations.
 - Design elements and engineering criteria.
 - Anticipated outcomes and benefits as a result of the project.

Anticipated sheets produced for the 30 percent design include the following:

Cover (1)

Site Preparation Plan (4)

Culvert Plans, Sections and Details (8)

Roadway, Drainage and Utility Plans, Profiles and Details (6)

Channel Modification / Improvement Plans and Details (6)

Assumptions:

- All documents will be prepared in accordance with the Manual requirements.

Deliverables:

- Preliminary Basis of Design Report (MS Word and PDF, draft and final).
- Surface Water Management Technical Approach Memo (PDF, draft and final).
- 30 percent plans (PDF, draft and final).
- 30 percent construction cost estimate (PDF and native Excel files, draft and final,).
- WLRD Gate 3 supporting documentation as identified by the District and the Manual.

END OF SCOPE

Client: City of North Bend, WA
 Project: Silver Creek Neighborhood Culvert
 Project No: PSilverCreek

Task	SubTask	Description	Labor Dollars	Labor Hours	Burdened Rates:	Marc K. Gamon Sr Project Control	Theodore B. Prince Sr Engineer	Butch R. Purganan Designer IV	Susan E. Swift Technical Editor	Roseanne Sherman Project Coordinator	Kathryn Seckel Sr Planner	Nicole C. Nagao Engineer IV	Kyle E. Hale Project Accountant	Debra M. Fetherston Publications Supervisor	Lori A. Gliberson Sr Project Accountant	Alexandra Y. Van Kirk Engineer II	Donald A. Proctor Sr Consultant
100		Project Management and Coordination	\$47,205.60	256		\$157.08	\$217.43	\$188.85	\$120.65	\$107.42	\$201.87	\$184.67	\$105.80	\$165.54	\$147.99	\$121.30	\$282.97
100	10	Project Work Plan	\$4,252.72	24		16											
100	20	Project Charter	\$5,183.14	24		16											
100	30	Project Schedule	\$2,754.68	16		12											
100	40	Project Kick-off Meeting	\$2,361.76	12		2											
100	50	Monthly Project Coordination	\$7,766.10	40		10	20										
100	60	Project Team Coordination	\$19,823.22	106		48											
100	70	Monthly Progress Report and Invoicing	\$5,063.98	34		10											
200		Existing Conditions Data Collection	\$13,121.64	64		18		6			40						
200	10	Topographic Survey	\$1,567.96	8				2									
200	20	Critical Area Review	\$869.72	4				4									
200	30	Geotechnical	\$869.72	4				4									
200	40	Regulatory Requirements	\$3,814.24	48													
300		Hydrologic and Hydraulic Analysis	\$7,785.86	34		28											
300	10	Hydrologic Analysis	\$434.86	2													
300	20	Hydraulic Analysis	\$869.72	4													
300	30	Technical Memorandum	\$1,870.52	8													
300	40	Hydrologic and Hydraulic Support for Alternatives Analysis	\$3,741.04	16													
300	50	Hydrologic and Hydraulic Support for Preliminary Design	\$869.72	4													
400		Alternatives Development and Analysis	\$54,389.32	290		64	32	32	4			108		4		54	24
400	10	Alternatives Development	\$35,320.36	190		32	32	32	4			60		4		46	20
400	20	Alternatives Evaluation and Technical Memorandum	\$19,068.96	100								48				8	4
500		Preliminary Design	\$123,095.30	668		68	120	120	6			244		6		152	72
500	10	Basis of Design and Report	\$6,092.74	40		12			2					2		24	
500	20	SWM and Report	\$8,409.12	48					4			32		4		4	
500	30	Plans	\$89,155.28	500		40	120					200				116	24
500	40	Estimate	\$19,378.16	80			12					12				8	48
Labor Totals:			\$245,537.72	1,312		40	288	158	12	8	40	396	8	12	8	232	110
Escalation Amt:			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:			\$245,537.72			\$6,283.20	\$62,619.84	\$29,838.30	\$1,447.80	\$859.36	\$8,074.80	\$73,129.32	\$846.40	\$1,986.48	\$1,183.92	\$28,141.60	\$31,126.70

Subconsultants	
Aspect Consulting LLC	\$19,484.00
Surveying & Mapping LLC	\$18,000.00
Terra Tech, Inc.	\$130,697.00
Wetland Resources Inc	\$16,200.00
Subtotal	\$184,381.00
3% Markup	\$5,531.43
Subconsultants Total:	\$189,912.43

Other Direct Expenses	
Other Direct Costs	\$300.00
Other Direct Expenses Total:	\$300.00

Project Total \$435,750.15



City Council Agenda Bill

SUBJECT:		Agenda Date: November 7, 2023		AB23-128	
Motion Authorizing Interagency Agreement with WA State Department of Commerce for GMA Periodic Update Grant		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		X	
		Finance – Drew Bouta			
Fund Source: State		Public Works – Mark Rigos			
Cost Impact: N/A					
Timeline: Immediate to June 30, 2024					
Attachments: Agreement for Contract Number: 24-63335-221					
<p>SUMMARY STATEMENT:</p> <p>The Growth Management Act (GMA), first adopted in 1990, is a series of statutes developed to address ways to accommodate growth. It requires that North Bend complete comprehensive plans and development regulations to guide future growth. Additionally, Under the GMA, every county and city in the state is required to conduct a thorough periodic update of its comprehensive plan and/or development regulations that are consistent with and implement the plan.</p> <p>The Washington State Department of Commerce makes funds available to Cities through a grant application process for the City's required comprehensive plan periodic update.</p> <p>Counties and cities must be up to date with the requirements of the Growth Management Act (GMA), including the periodic update requirements, to be eligible for grants and loans from certain state infrastructure programs. Growth Management Services maintains a list of local governments' periodic update status and Growth Management Hearings Board (GMHB) orders to help applicants and funding programs implement this requirement.</p> <p>The attached agreement provides for \$62,500 in Fiscal Year 2024, with no matching funds required. We received \$62,500 for Fiscal Year 2023.</p>					
<p>APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management; Commitment to invest in the City; Sustainably managed growth.</p>					
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this agenda item at their October 17, 2023 meeting and recommended approval and placement on the Consent Agenda.</p>					
<p>RECOMMENDED ACTION: MOTION to approve AB23-128, authorizing the Mayor to sign an Interagency Agreement with Washington State Department of Commerce/Growth Management Services for the GMA Periodic Update Grant, in a final form and content acceptable to the City Attorney.</p>					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>			
November 7, 2023					



Interagency Agreement with

City of North Bend

through

Growth Management Services

**Contract Number:
24-63335-221**

For

GMA Periodic Update Grant – FY2024

Dated: Date of Execution

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET	3
SPECIAL TERMS AND CONDITIONS.....	4
1. AUTHORITY.....	4
2. CONTRACT PERIOD OF PERFORMANCE	ERROR! BOOKMARK NOT DEFINED.
3. CONTRACT MANAGEMENT	4
4. COMPENSATION	4
5. BILLING PROCEDURES AND PAYMENT	4
6. SUBCONTRACTOR DATA COLLECTION	5
7. INSURANCE	5
8. FRAUD AND OTHER LOSS REPORTING	5
9. ORDER OF PRECEDENCE	5
GENERAL TERMS AND CONDITIONS.....	6
1. DEFINITIONS	6
2. ALL WRITINGS CONTAINED HEREIN	6
3. AMENDMENTS	6
4. ASSIGNMENT	6
5. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION.....	6
6. COPYRIGHT	7
7. DISPUTES	7
8. GOVERNING LAW AND VENUE	8
9. INDEMNIFICATION	8
10. LICENSING, ACCREDITATION AND REGISTRATION.....	8
11. RECAPTURE.....	8
12. RECORDS MAINTENANCE	8
13. SAVINGS	8
14. SEVERABILITY.....	8
15. SUBCONTRACTING	9
16. SURVIVAL.....	9
17. TERMINATION FOR CAUSE.....	9
18. TERMINATION FOR CONVENIENCE.....	9
19. TERMINATION PROCEDURES.....	9
20. TREATMENT OF ASSETS	10
21. WAIVER	11
ATTACHMENT A: SCOPE OF WORK.....	12
ATTACHMENT B: BUDGET	13

Face Sheet

Contract Number: 24-63335-221

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of North Bend 920 SE Cedar Falls Way North Bend, WA 9045		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Rebecca Deming Community and Economic Development Director 425-888-7646 rdeming@northbendwa.gov		4. COMMERCE Representative Ted Vanegas Senior Planner (360) 725-3031 ted.vanegas@commerce.wa.gov	
5. Contract Amount \$62,500	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2024
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A	11. SWV # SWV0018430-00	12. UBI # 175-000-595	13. UEI # N/A
14. Contract Purpose Grant funding to assist the City of North Bend with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR <hr/> Signature Authority Name, Title City of North Bend <hr/> Date		FOR COMMERCE <hr/> Mark K. Barkley, Assistant Director Local Government Division <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **sixty-two thousand, five hundred dollars (\$62,500)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-221. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget (Attachment B), that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B), that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Tasks / Actions / Deliverables	Description	End Date
Task 1	Draft Housing Element Update	June 15, 2024
Action 1.1	Continue Draft proposed Amendments	July 2023– June 2024
Action 1.2	Draft Staff Report of proposed amendments	July 2023– June 2024
Action 1.3	Planning Commission Public Hearing	July 2023– June 2024
Deliverable 1	Draft Housing Element	June 15, 2024
Task 2	Draft Land Use Element Update	June 15, 2024
Action 2.1	Continue Draft proposed Amendments	July 2023– June 2024
Action 2.2	Draft Staff Report of proposed amendments	July 2023– June 2024
Action 2.3	Planning Commission Public Hearing	July 2023– June 2024
Deliverable 2	Draft Land Use Element	June 15, 2024
Task 3	Draft Critical Areas Element	June 15, 2024
Action 3.1	Continue Draft proposed Amendments	July 2023– June 2024
Action 3.2	Draft Staff Report of proposed amendments	July 2023– June 2024
Action 3.3	Planning Commission Public Hearing	July 2023– June 2024
Action 3.4	Council Approval	July 2023– June 2024
Deliverable 3	Draft Critical Areas Element	June 15, 2024

Attachment B: Budget

Year 2 Task/Deliverable	Year 2 Amount
Deliverable 1 - Draft Housing Element	\$25,000
Deliverable 2 – Draft Land Use Element	\$22,500
Deliverable 3 - Draft Critical Areas Element	\$15,000
Total Grant (SFY 2024 only)	\$62,500



City Council Agenda Bill

SUBJECT:		Agenda Date: November 7, 2023		AB23-129
Public Hearing and Ordinance Adopting the 2024 Property Tax Levy		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Community & Econ Development – Rebecca Deming		
		Administrative Services – Lisa Escobar		
Cost Impact: N/A		Finance – Drew Bouta		X
Fund Source: General Fund		Public Works – Mark Rigos		
Timeline: by 11/30/2023				
Attachments: Ordinances (Option 1 & Option 2), Preliminary 2024 Property Tax Levy Limit Worksheet from King County, Public Hearing Notice				
<p>SUMMARY STATEMENT:</p> <p>Per RCW 84.52.020, the City of North Bend must adopt its property tax certification by November 30, 2023, and file it with King County for property taxes to be collected in 2024. The City is limited to a one percent increase in property tax revenue over the 2023 base property tax, plus an increase from new construction and utilities.</p> <p>The 2024 preliminary assessed valuation is \$2,850,670,550, which is a 1.7% decline from the 2023 assessed valuation of \$2,899,860,727. Of this difference, new construction and utilities added \$107,823,122 and \$50,000,000 of assessed value to the property tax rolls, respectively, but existing properties collectively experienced a \$192,020,613 decrease in assessed value.</p> <p>The two options for the 2024 property tax levy for Council consideration are as follows:</p> <p><u>Option No. 1 – 0% Increase (0% increase over 2023's actual regular levy)</u> Levy a regular property tax equal to the 2023 actual levy of \$2,386,398 plus zero percent (0%) [\$0], new construction and improvements to property [\$117,391], annexations [\$0], re-levy for prior year refunds [\$3,619], for a total 2024 Regular Property Tax Levy of \$2,507,408; or</p> <p><u>Option No. 2 – 0.94942% Increase (0.94942% increase over 2023's actual regular levy)</u> Levy a regular property tax equal to the 2023 actual levy of \$2,386,398 plus 0.94942% [\$22,657], new construction and improvements to property [\$117,391], annexations [\$0], re-levy for prior year refunds [\$3,619], for a total 2024 Regular Property Tax Levy of \$2,530,065.</p> <p>King County's valuation numbers will continue to be refined and we will adjust before the final reading on November 21, 2023.</p>				
APPLICABLE BRAND GUIDELINES: Balanced Budget				
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed at the November 7 th Finance & Administration Committee meeting.				
RECOMMENDED ACTION: MOTION to continue the Public Hearing on the Ordinance setting the 2024 Property Tax Levy until the November 21, 2023 City Council meeting.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>		<i>Vote</i>	
November 7, 2023				

ORDINANCE – Option 1

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING 2024 PROPERTY TAX LEVIES CONSISTING OF THE CITY’S REGULAR LEVY AND A VOTER-APPROVED EXCESS LEVY FOR UNLIMITED GENERAL OBLIGATION BONDS INTEREST AND REDEMPTION

WHEREAS, the City Council of the City of North Bend has properly given notice of the public hearing held on November 7, 2023, to consider the City’s revenue sources for the 2024 budget, including the possible increases in property tax revenues; and

WHEREAS, the City of North Bend’s actual levy amount for 2023 was \$2,386,398; and

WHEREAS, the King County Assessor notified the City Council of the City of North Bend that the preliminary assessed valuation of property lying within the boundaries of said City for the assessment year 2023 is \$2,850,670,550; and

WHEREAS, the City Council of the City of North Bend, after hearing and duly considering all relevant testimony presented, has determined that the City of North Bend should adopt a regular property tax levy in the estimated amount of \$2,507,408 which includes a 0.00% increase [\$0] in regular property tax revenue over the 2023 actual regular property tax levy [\$2,386,398], plus revenue resulting from the addition of new construction & improvements to property [\$117,391], plus revenue resulting from the re-levy for prior year refunds [\$3,619], and

WHEREAS, voters approved an excess property tax levy for unlimited general obligation bonds, proceeds of which were used to pay for the construction of a new fire station; and

WHEREAS, the City is required to set and establish the property tax levy rate for voted excess levies for general obligation bond issues approved by the voters, including subsequent refunded bond issues, subject to the limitations imposed by law; and

WHEREAS, the City of North Bend needs a tax levied to raise revenue to provide for the interest and redemption of voter-approved unlimited general obligation bonds for the fiscal year of 2024 in the amount of \$179,115 which tax is applicable to all taxable property within the City of North Bend; and

WHEREAS, the below is a true and complete listing of property tax levies for the City of North Bend for tax year 2024 and they are within the authorized amounts permitted by law:

Regular (Statutory) Levy	
Expense Fund	\$2,503,789
Refunds	3,619
Total Regular Levy	\$2,507,408
Excess (Voter Approved) Levy:	
G.O. Bonds Fund Levy	\$179,115
Total Property Taxes Requested:	\$2,686,523

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Regular Property Tax Levy. A regular property tax is hereby levied for year 2024 in the amount of \$2,507,408 which is a zero percent (0%) increase from the 2023 actual regular property tax levy. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property, any increase in the value of state-assessed property, and any additional amounts resulting from annexations that have occurred, and refunds made.

Section 2. Voter-Approved Excess Property Tax Levy for Unlimited General Obligation Bonds. In addition to the above regular property tax levy for the ensuing fiscal year of 2024, a tax is hereby levied to raise revenue to provide for the interest and redemption of voter-approved unlimited general obligation bonds for the fiscal year of 2024 in the amount of \$179,115. This tax is applicable to all taxable property within the City of North Bend.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force on January 1, 2024.

ADOPTED 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:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk

ORDINANCE – Option 2

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING 2024 PROPERTY TAX LEVIES CONSISTING OF THE CITY’S REGULAR LEVY AND A VOTER-APPROVED EXCESS LEVY FOR UNLIMITED GENERAL OBLIGATION BONDS INTEREST AND REDEMPTION

WHEREAS, the City Council of the City of North Bend has properly given notice of the public hearing held on November 7, 2023, to consider the City’s revenue sources for the 2024 budget, including the possible increases in property tax revenues; and

WHEREAS, the City of North Bend’s actual levy amount for 2023 was \$2,386,398; and

WHEREAS, the King County Assessor notified the City Council of the City of North Bend that the preliminary assessed valuation of property lying within the boundaries of said City for the assessment year 2023 is \$2,850,670,550; and

WHEREAS, the City Council of the City of North Bend, after hearing and duly considering all relevant testimony presented, has determined that the City of North Bend should adopt a regular property tax levy in the estimated amount of \$2,530,065 which includes a 0.94942% increase [\$22,657] in regular property tax revenue over the 2023 actual regular property tax levy [\$2,386,398], plus revenue resulting from the addition of new construction & improvements to property [\$117,391], plus revenue resulting from the re-levy for prior year refunds [\$3,619], and

WHEREAS, voters approved an excess property tax levy for unlimited general obligation bonds, proceeds of which were used to pay for the construction of a new fire station; and

WHEREAS, the City is required to set and establish the property tax levy rate for voted excess levies for general obligation bond issues approved by the voters, including subsequent refunded bond issues, subject to the limitations imposed by law; and

WHEREAS, the City of North Bend needs a tax levied to raise revenue to provide for the interest and redemption of voter-approved unlimited general obligation bonds for the fiscal year of 2024 in the amount of \$179,115 which tax is applicable to all taxable property within the City of North Bend; and

WHEREAS, the below is a true and complete listing of property tax levies for the City of North Bend for tax year 2024 and they are within the authorized amounts permitted by law:

Regular (Statutory) Levy	
Expense Fund	\$2,526,446
Refunds	3,619
Total Regular Levy	\$2,530,065
Excess (Voter Approved) Levy:	
G.O. Bonds Fund Levy	\$179,115
Total Property Taxes Requested:	\$2,709,180

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Regular Property Tax Levy. A regular property tax is hereby levied for year 2024 in the amount of \$2,530,065 which represents a dollar increase of \$22,657 and percentage increase of 0.94942% from the 2023 actual regular property tax levy. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property, any increase in the value of state-assessed property, and any additional amounts resulting from annexations that have occurred, and refunds made.

Section 2. Voter-Approved Excess Property Tax Levy for Unlimited General Obligation Bonds. In addition to the above regular property tax levy for the ensuing fiscal year of 2024, a tax is hereby levied to raise revenue to provide for the interest and redemption of voter-approved unlimited general obligation bonds for the fiscal year of 2024 in the amount of \$179,115. This tax is applicable to all taxable property within the City of North Bend.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force on January 1, 2024.

ADOPTED 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:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk

PRELIMINARY LEVY LIMITATIONS WORKSHEET 10.26.2023

TAXING DISTRICT	North Bend	2023	Levy for	2024	Taxes	IPD: 1.03670
A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy (refund levy not included).						
Year	2023	\$2,385,203	×	101.000%	=	\$2,409,055
		Highest Lawful Levy Since 1985		Limit Factor/Max Increase 101%		
B. Current year's assessed value of new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).						
	\$92,830,436	×	0.82189	÷	\$1,000	= \$76,296
	A.V.		Last Year's Levy Rate			
C. Tax Increment finance area increment AV increase (RCW 84.55.010(1)(c)) (value included in B & D cannot be included in C)						
	\$0	×	0.82189	÷	\$1,000	= \$0
	A.V.		Last Year's Levy Rate			
D. Current year's state assessed property value less last year's state assessed property value. The remainder is to be multiplied by last year's regular levy rate (or the rate that should have been levied).						
	\$27,516,613	-	\$27,516,613	=	\$	-
	Current Year's A.V.		Previous Year's A.V.		Remainder	
	\$0	×	0.82189	÷	\$1,000	= \$0.00
	Remainder from Line C		Last Year's Levy Rate			
E. Regular property tax limit: A+B+C+D = \$2,485,351						
Parts F through H are used in calculating the additional levy limit due to annexation.						
F. To find the rate to be used in F, take the levy limit as shown in Line E above and divide it by the current assessed value of the district, excluding the annexed area.						
	\$2,485,351	÷	\$2,800,626,638	×	\$1,000	= 0.88742
	Total in Line E		Assessed Value Less Annexed AV			
G. Annexed area's current assessed value including new construction and improvements, times the rate in Line E.						
	\$0	×	0.88742	÷	\$1,000	= \$0.00
	Annexed Area's A.V.		Rate in Line F			
H. Regular property tax limit including annexation E+G = \$2,485,351						
I. Statutory maximum calculation						
Only enter fire/RFA rate, library rate, & firefighter pension fund rate for cities annexed to a fire/RFA or library, or has a firefighters pension fund.						
	3.60000	-	0.00000	-	0.26094	+ 0.00000 = 3.33906
	District base levy rate		Fire or RFA Rate		Library Rate	Firefighter Pension Fund Statutory Rate Limit
	\$2,800,626,638	×	3.33906	÷	\$1,000	= \$9,351,460
	A.V. of District		Statutory Rate Limit			Statutory Amount
J. Highest Lawful Levy For This Tax Year (Lesser of H and I) = \$2,485,351						
K. New highest lawful levy since 1985 (Lesser of H & I minus C, unless A (before limit factor increase) is greater than I or H minus C, then A before the limit factor increase) \$2,485,351						
L. Lesser of I and J \$2,485,351						
M. Refunds \$3,619						
N. Levy Corrections Year of Error: 0						
1. Minus amount over levied (if applicable) \$0.00						
2. Plus amount under levied (if applicable) \$0.00						
O. Total: L+M+/-N (unless voted rate)..... \$2,488,970						
P. Tax Base For Regular Levy						
1. Total district taxable value (including state-assessed property, and excluding boats, timber assessed value, and the senior citizen exemption for the regular levy) \$2,800,626,638						
Q. Tax Base for Excess and Voted Bond Levies						
2. Less assessed value of the senior citizen exemption of less than \$40,000 income or 65% of the median household income for the county based on lower of frozen or market value. \$15,533,326						
3. Plus Timber Assessed Value (TAV) \$0						
4. Tax base for excess and voted bond levies (1-2+3) \$2,785,093,312						
R. Increase Information						
1. Levy rate based on allowable levy 0.88871						
2. Last year's ACTUAL regular levy \$2,386,398						
3. Dollar Increase over last year other than New Construction (-) Annexation \$22,657						
4. Percent Increase over last year other than New Construction (-) Annexation 0.94942%						



LEGAL NOTICE
CITY OF NORTH BEND
King County, Washington

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN the North Bend City Council will hold a public hearing to receive comments on setting the Property Tax Levy for 2024. The public hearing will take place during a Regular City Council Meeting on Tuesday, November 7, 2023, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA. For those that don't wish to attend the in-person meeting, a teleconference option will be available using Zoom Meetings, with detailed meeting access information to be provided on November 2, 2023 on the City website calendar item for the [November 7, 2023 City Council meeting](#).

Comments may be presented orally at the public hearing or submitted in writing to the City Clerk at 920 SE Cedar Falls Way, North Bend, WA, 98045, or by e-mail to: soppedal@northbendwa.gov up until 4:30 p.m., Monday, November 6, 2023.

Further information is available by contacting Interim Finance Director Drew Bouta at dbouta@northbendwa.gov.

Posted: October 20, 2023

Published: October 20 and 27, 2023



City Council Agenda Bill

SUBJECT:		Agenda Date: November 7, 2023		AB23-130	
Public Hearing and Ordinance Amending the 2023-2024 Budget as Adopted in Ordinance No. 1788 to Reflect Changes in Sources and Uses and Adopting the City’s 2024 Salary Schedule		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 Bouta			
Fund Source: Multiple		Public Works – Mark Rigos			
Cost Impact: N/A					
Timeline: Immediate					
Attachments: Ordinance, Exhibit A-1 - 2023 Annual Budget, Exhibit A-2 - 2024 Annual Budget, Exhibit B – 2024 Salary Ranges, Attachment #1 – Amendment Request Table, Attachment #2 – 2023 Fund Reconciliations, Attachment #3 – 2024 Fund Reconciliations, Attachment #4 – Budget Totals Comparison Table, Attachment #5 – Budget Status Update, Public Hearing Notice					
SUMMARY STATEMENT:					
<p>It is a prudent financial practice to periodically adjust an adopted budget to reflect major changes to source (revenues, transfers in, etc.) or use items (expenditures, transfers out, etc.) that occur during the year and were unanticipated at the time of budget adoption. Occasionally, the City Council may find it necessary to approve unanticipated expenditures during the course of the year. Budget amendments are therefore needed to address these unforeseen expenditures and to ensure that the City adjusts estimated sources or uses as necessary to stay within legally authorized budget limits. Additionally, budget amendments better reflect each fund’s anticipated ending fund balances. The State Auditor expects such adjustments to occur.</p> <p>A budget amendment typically consists of miscellaneous and other housekeeping adjustments. Miscellaneous adjustments account for unanticipated sources and uses such as new grant awards or unexpected expenditures authorized by the City Council but not accounted for in the City’s adopted budget. Housekeeping adjustments account for corrections due to necessary accounting rules and the matching of beginning fund balances to prior year actual ending fund balances.</p> <p>Please see Attachment #1 for details regarding the specific amendments requested as part of this agenda bill.</p> <p>Exhibits A-1 and A-2 are adopted as part of the proposed ordinance and each summarizes the estimated sources and uses (i.e., appropriation) per fund over the course of a particular year. Exhibit B contains the salary schedule for 2024. Attachments #2 to #4 reconcile Attachment 1 to exhibits A-1 and A-2 within the ordinance. Attachment #5 provides Council with an update of the sources collected and uses spent through September 30, 2023, and how they compare to the adopted budget.</p>					
APPLICABLE BRAND GUIDELINES: Balanced Budget					
COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this ordinance and recommended approval on the consent agenda.					

City Council Agenda Bill

RECOMMENDED ACTION: Conduct Public Hearing and move Ordinance forward for 2nd reading and adoption at the November 21, 2023, City Council meeting.

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 7, 2023		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, AMENDING THE CITY'S 2023-
2024 BUDGET AS ADOPTED IN SECTION 1 OF
ORDINANCE NO. 1788; ADOPTING THE CITY'S
2024 SALARY SCHEDULE SET FORTH IN
SECTION 2 OF ORDINANCE NO. 1788;
PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City Council adopted the City's 2023-2024 Budget and 2023 Salary Schedule in Ordinance No. 1788, adopted on December 6, 2022; and

WHEREAS, the City Council adopted Ordinance No. 1528 on May 20, 2014, establishing a biennial budget process in accordance with the provisions of RCW Chapter 35A.34; and

WHEREAS, the City Council stipulated on December 6, 2022 that the biennial budget will be implemented as two one-year financial plans, that actual expenditures in the first year may not exceed the first-year plan appropriations, that second year plan appropriations shall only be expended in the second year, and that any appropriation changes will require City Council approval; and

WHEREAS, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 1788; and

WHEREAS, certain revisions to the adopted 2023-2024 budget are now necessary; and

WHEREAS, the City desires to adopt its 2024 Salary Schedule;

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

Section 1. 2023-2024 Biennial Budget Amended. The 2023-2024 Budget, as adopted in Section 1 Ordinance No. 1788, is hereby amended as set forth in Exhibits "A-1" and "A-2" (2023 and 2024 Annual Budgets) attached hereto and by this reference fully incorporated herein.

Section 2. 2024 Salary Schedule Adoption. Pursuant to Section 2 of Ordinance No. 1788, the City Council hereby adopts the 2024 Salary Schedule as set forth in Exhibit B attached hereto and by this reference fully incorporated herein.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force on January 1, 2024

ADOPTED 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:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective: January 1, 2024

Susie Oppedal, City Clerk

EXHIBIT A-1
2023 ANNUAL BUDGET

Fund	Fund Name	Beginning Fund Balance	Sources	Uses	Ending Fund Balance
001	General Fund	\$ 5,838,196	\$ 11,030,124	\$ 13,149,461	\$ 3,718,859
002	NEW - Reserve Fund	\$ -	\$ 1,005,930	\$ -	\$ 1,005,930
101	Street Operations Fund	\$ -	\$ 985,282	\$ 977,575	\$ 7,707
102	Capital Streets Fund	\$ -	\$ 431,483	\$ 419,915	\$ 11,568
103	Streets Overlay Fund	\$ 799,979	\$ 535,120	\$ 897,779	\$ 437,320
106	Impact Fees & Mitigation Fund	\$ 11,796,044	\$ 4,191,030	\$ 3,148,713	\$ 12,838,361
107	Hotel/Motel Tax Fund	\$ 55,861	\$ 15,000	\$ -	\$ 70,861
108	Economic Development Fund	\$ -	\$ 255,400	\$ 246,571	\$ 8,829
109	NEW - Affordable Housing Fund	\$ -	\$ 1,216,850	\$ -	\$ 1,216,850
116	Park Improvement Fund	\$ 427,135	\$ 162,403	\$ 325,000	\$ 264,538
117	Park Maintenance Reserve Fund	\$ 40,290	\$ 10,680	\$ -	\$ 50,970
125	Development Projects Fund	\$ 664,793	\$ 500,000	\$ 330,000	\$ 834,793
130	ARPA Fiscal Recovery	\$ 1,759,057	\$ -	\$ 846,000	\$ 913,057
190	Transportation Benefit District Fund	\$ 2,205,234	\$ 654,151	\$ 275,000	\$ 2,584,385
216	2011 Fire Station Bond Fund	\$ -	\$ 191,926	\$ 149,660	\$ 42,266
217	2012 LTGO (TBD) Bond Fund	\$ 2,569	\$ -	\$ -	\$ 2,569
218	2015 LTGO Bond Fund	\$ -	\$ 200,000	\$ 191,769	\$ 8,231
220	2018 LTGO Bond Fund	\$ -	\$ 246,000	\$ 245,350	\$ 650
310	Municipal Projects Fund	\$ 1,114,668	\$ 8,546,285	\$ 7,149,458	\$ 2,511,495
320	Capital Improvements (REET) Fund	\$ 5,885,804	\$ 1,857,360	\$ 1,346,000	\$ 6,397,164
401	Water Utility Fund	\$ 2,263,164	\$ 3,476,096	\$ 4,866,879	\$ 872,381
402	Sewer Utility Fund	\$ 24,504,504	\$ 5,529,288	\$ 15,572,212	\$ 14,461,580
404	Storm Drainage Utility Fund	\$ 2,190,083	\$ 1,254,357	\$ 1,827,568	\$ 1,616,872
404	Flood Operations Fund	\$ 475,701	\$ 203,056	\$ 349,999	\$ 328,758
405	Solid Waste & Recycling Fund	\$ 537,625	\$ 113,352	\$ 109,496	\$ 541,481
451	ULID #6 Bond Redemption Fund	\$ 1,526,540	\$ 871,923	\$ 923,552	\$ 1,474,911
452	ULID #6 Bond Reserve Fund	\$ -	\$ -	\$ -	\$ -
501	Equipment Operating Fund	\$ 50,000	\$ 378,042	\$ 329,134	\$ 98,908
501	Technology Operating Fund	\$ 50,000	\$ 426,710	\$ 449,374	\$ 27,336
502	Equipment Reserve Fund	\$ 1,600,132	\$ 110,540	\$ 610,000	\$ 1,100,672
502	Technology Reserve Fund	\$ 233,026	\$ 44,400	\$ 92,141	\$ 185,285
GRAND TOTAL:		\$ 64,020,405	\$ 44,442,788	\$ 54,828,606	\$ 53,634,587

EXHIBIT A-2
2024 ANNUAL BUDGET

Fund	Fund Name	Beginning Fund Balance	Sources	Uses	Ending Fund Balance
001	General Fund	\$ 3,718,859	\$ 10,919,696	\$ 12,796,384	\$ 1,842,171
002	NEW - Reserve Fund	\$ 1,005,930	\$ 91,966	\$ -	\$ 1,097,896
101	Street Operations Fund	\$ 7,707	\$ 1,017,353	\$ 1,022,703	\$ 2,357
102	Capital Streets Fund	\$ 11,568	\$ 365,793	\$ 226,589	\$ 150,772
103	Streets Overlay Fund	\$ 437,320	\$ 548,775	\$ 918,918	\$ 67,177
106	Impact Fees & Mitigation Fund	\$ 12,838,361	\$ 4,358,671	\$ 3,043,649	\$ 14,153,383
107	Hotel/Motel Tax Fund	\$ 70,861	\$ 15,600	\$ -	\$ 86,461
108	Economic Development Fund	\$ 8,829	\$ 268,066	\$ 258,421	\$ 18,474
109	NEW - Affordable Housing Fund	\$ 1,216,850	\$ 332,938	\$ 288,750	\$ 1,261,038
116	Park Improvement Fund	\$ 264,538	\$ 168,900	\$ -	\$ 433,438
117	Park Maintenance Reserve Fund	\$ 50,970	\$ 11,107	\$ -	\$ 62,077
125	Development Projects Fund	\$ 834,793	\$ 520,000	\$ 258,502	\$ 1,096,291
130	ARPA Fiscal Recovery	\$ 913,057	\$ -	\$ 700,000	\$ 213,057
190	Transportation Benefit District Fund	\$ 2,584,385	\$ 680,317	\$ 275,000	\$ 2,989,702
216	2011 Fire Station Bond Fund	\$ 42,266	\$ 199,603	\$ 149,660	\$ 92,209
217	2012 LTGO (TBD) Bond Fund	\$ 2,569	\$ -	\$ -	\$ 2,569
218	2015 LTGO Bond Fund	\$ 8,231	\$ 202,500	\$ 191,769	\$ 18,962
219	2016 LTGO (LOC) Bond Fund	\$ -	\$ -	\$ -	\$ -
220	2018 LTGO Bond Fund	\$ 650	\$ 246,000	\$ 245,350	\$ 1,300
310	Municipal Projects Fund	\$ 2,511,495	\$ 11,986,691	\$ 11,280,575	\$ 3,217,611
320	Capital Improvements (REET) Fund	\$ 6,397,164	\$ 1,567,654	\$ 546,000	\$ 7,418,818
401	Water Utility Fund	\$ 872,381	\$ 4,270,803	\$ 5,141,436	\$ 1,748
402	Sewer Utility Fund	\$ 14,461,580	\$ 5,807,999	\$ 6,898,929	\$ 13,370,650
404	Storm Drainage Utility Fund	\$ 1,616,872	\$ 3,315,887	\$ 3,368,991	\$ 1,563,768
404	Flood Operations Fund	\$ 328,758	\$ 214,141	\$ 366,264	\$ 176,635
405	Solid Waste & Recycling Fund	\$ 541,481	\$ 117,886	\$ 642,895	\$ 16,472
451	ULID #6 Bond Redemption Fund	\$ 1,474,911	\$ 906,800	\$ 969,730	\$ 1,411,981
452	ULID #6 Bond Reserve Fund	\$ -	\$ -	\$ -	\$ -
501	Equipment Operating Fund	\$ 98,908	\$ 396,944	\$ 345,340	\$ 150,512
501	Technology Operating Fund	\$ 27,336	\$ 448,046	\$ 470,842	\$ 4,540
502	Equipment Reserve Fund	\$ 1,100,672	\$ 116,031	\$ -	\$ 1,216,703
502	Technology Reserve Fund	\$ 185,285	\$ 46,611	\$ 34,839	\$ 197,057
GRAND TOTAL:		\$ 53,634,587	\$ 49,142,778	\$ 50,441,536	\$ 52,335,829

Position Title	Monthly Salary Ranges		FTEs
	Low	High	
Mayor & Council			
Mayor	\$ 4,000	N/A	1 Elected
Council Member	\$ 550	N/A	7 Elected
Management Exempt¹			
City Administrator	\$ 14,343	\$ 17,783	1.00
Deputy City Administrator	\$ 13,196	\$ 16,340	1.00
City Attorney	\$ 12,238	\$ 15,243	0.00
Community & Economic Development Director	\$ 12,049	\$ 15,490	1.00
Finance Director	\$ 12,049	\$ 15,490	1.00
Public Works Director	\$ 12,049	\$ 15,490	0.00
Administrative Services Director	\$ 10,502	\$ 14,343	1.00
Deputy Public Works Director	\$ 10,702	\$ 14,616	1.00
IT Manager	\$ 8,801	\$ 11,239	1.00
City Engineer	\$ 10,635	\$ 13,621	1.00
Capital Projects/Grants Manager	\$ 10,003	\$ 13,252	1.00
PW Operations Manager	\$ 10,702	\$ 14,616	0.00
Building Official	\$ 9,120	\$ 11,686	1.00
Deputy Finance Director	\$ 9,120	\$ 11,575	0.00
Development Review Manager	\$ 8,667	\$ 11,518	0.00
PW Project Manager	\$ 8,667	\$ 11,518	1.00
SCADA Supervisor	\$ 8,566	\$ 10,981	1.00
Wastewater Treatment Plant Manager	\$ 10,310	\$ 13,381	1.00
Water Operations Manager	\$ 8,566	\$ 10,981	1.00
Economic Development Manager	\$ 9,563	\$ 12,050	1.00
City Clerk / Risk Manager	\$ 8,951	\$ 11,475	1.00
Principal Planner	\$ 8,918	\$ 11,480	1.00
Accounting Operations Manager	\$ 8,801	\$ 11,239	1.00
HR Manager / Emergency Management Coordinator	\$ 8,481	\$ 10,687	1.00
Communications Manager/PIO	\$ 7,375	\$ 9,695	1.00
Senior Financial Analyst	\$ 7,364	\$ 9,355	0.00
HR Assistant/Emergency Management Coordinator	\$ 7,375	\$ 9,695	0.00
Public Works Bargaining Unit²			
Senior Lead Technician	\$ 7,060	\$ 8,590	1.00
Lead Parks Technician	\$ 6,320	\$ 7,689	0.00
Lead Streets Technician	\$ 6,320	\$ 7,689	1.00
Lead Water System Operator	\$ 6,320	\$ 7,689	1.00
Lead WWTP Operator	\$ 6,320	\$ 7,689	1.00
Wastewater Treatment Plant Operator II	\$ 5,984	\$ 7,280	1.00
Water System Operator	\$ 5,882	\$ 7,157	3.00
Mechanic	\$ 5,737	\$ 6,980	1.00
Wastewater Treatment Plant Operator I	\$ 5,565	\$ 6,771	2.00
Maintenance Worker	\$ 5,363	\$ 6,525	6.00
Wastewater Treatment Plant Operator-in-Training	\$ 5,173	\$ 5,546	0.00
Maintenance Worker - Entry	\$ 5,183	\$ 5,557	0.00
Maintenance (Seasonal)	\$18.00/hr	\$20.00/hr	
Professional, Technical, and Clerical Bargaining Unit¹			
Senior Planner	\$ 8,152	\$ 9,918	1.00
Senior Long Range Planner/2-year term	\$ 8,152	\$ 9,918	0.00
Senior GIS Analyst	\$ 7,383	\$ 10,087	1.00
PW Contract Specialist/Office Coordinator	\$ 7,604	\$ 8,722	1.00
GIS Analyst	\$ 6,873	\$ 8,636	0.00
Building Inspector	\$ 6,972	\$ 8,483	1.00
Public Works Infrastructure Inspector	\$ 6,972	\$ 8,483	1.00
Associate Planner	\$ 6,899	\$ 8,393	0.00
Long Range Planner/2-year term	\$ 6,899	\$ 8,393	0.00
Mapping CAD Technician	\$ 6,731	\$ 8,189	0.00
Staff Accountant	\$ 6,624	\$ 8,059	2.00
Deputy City Clerk	\$ 6,623	\$ 8,057	1.00
Records Coordinator	\$ 6,451	\$ 7,849	0.00
Special Events & Visitor Information Coordinator	\$ 6,347	\$ 7,722	0.00
Payroll Officer	\$ 6,295	\$ 7,659	0.00
Office Coordinator/Permit Technician	\$ 5,974	\$ 7,269	0.00
Permit Tech/Planning Assistant	\$ 5,974	\$ 7,269	1.00
Public Works Office Coordinator	\$ 5,974	\$ 7,269	0.00
Accounting Assistant II	\$ 5,863	\$ 7,134	1.00
Business License & Tax Coordinator	\$ 5,863	\$ 7,134	0.00
Utilities Coordinator	\$ 5,863	\$ 7,134	1.00
Administrative Assistant	\$ 5,128	\$ 6,239	0.00
Accounting Assistant I	\$ 5,038	\$ 6,131	0.00
Total FTEs =			48.00

¹ The Professional, Technical, and Clerical Bargaining Unit is scheduled to receive a 4.51% cost-of-living adjustment (COLA) for 2024 in accordance with the adopted collective bargaining agreement (CBA) (p.21). Furthermore, it is standard practice that Management Exempt employees receive the same COLA as the Professional, Technical, and Clerical Bargaining Unit.

²Because the City of North Bend is currently negotiating with the Public Works Bargaining Unit on a new collective bargaining agreement (CBA), the 2024 cost-of-living adjustment (COLA) for the Public Works Bargaining Unit is unknown at this time. As a result, the salary ranges included in this table are unchanged from 2023.

2023-2024 Biennial Budget Amendments
Proposed Amendment Request Table

#	Amendment Request	Amendment Description	Department	Fund(s) or Functional Classification(s) Impacted	2023 Appropriation Increase (Decrease) Requested	2024 Appropriation Increase (Decrease) Requested	Offsetting Revenue Description
1	The 2024 Decision Card Process	The intent of this amendment is to reserve \$1,500,000 in one-time General Fund monies and \$528,000 in one-time Solid Waste monies for a future decision card process.	Non-Departmental	General Fund (#001)	\$ -	\$ 1,500,000	
			Non-Departmental	Solid Waste & Recycling Fund (#405)	\$ -	\$ 528,000	
2	Establishing the Reserve Fund	The purpose of this amendment is to establish a Reserve Fund (#002) to provide clarity into how much the City of North Bend sets aside annually to protect the General Fund from economic challenges or other emergencies that may arise over time. The intent of the appropriation from the General Fund (#001) is to transfer funds into the new Reserve Fund (#002).	Non-Departmental	General Fund (#001)	\$ 1,005,930	\$ 91,966	
3	Establishing the Affordable Housing Fund	The purpose of this amendment is to establish an Affordable Housing Fund (#109) to prevent the comingling of affordable housing restricted revenues with other General Fund revenues and to provide clarity into how much the City of North Bend generates for affordable housing annually. The intent of the appropriation from the General Fund (#001) is to transfer funds into the new Affordable Housing Fund (#109).	Non-Departmental	NEW - Reserve Fund (#002)	\$ -	\$ -	
			Non-Departmental	General Fund (#001)	\$ 942,850	\$ (288,750)	
4	Property Acquisition	The intent of this amendment is to appropriate sufficient funds to potentially purchase a property that could then be used to support the affordable housing goals of the City of North Bend.	Non-Departmental	Capital Improvements (REET) Fund (#320)	\$ 725,000	\$ -	
5	Snow & Ice Removal	The City of North Bend has exceeded its snow and ice removal programmatic budget for the biennium and therefore seeks to increase the appropriation up to \$50,000 annually to ensure that sufficient funding is in place in case a minor to intermediate winter storm occurs. Any large winter storm would be covered by a proclamation of emergency. In order to support the additional appropriation, a transfer from the General Fund (#001) must be provided.	Public Works	Street Operations Fund (#101)	\$ 44,225	\$ 43,936	
			Public Works	General Fund (#001)	\$ 44,225	\$ 43,936	
6	Asphalt (i.e., Pothole) Repairs	The City of North Bend has spent more than anticipated on asphalt repairs (i.e., potholes) across the City and therefore seeks to increase the appropriation up to \$25,000 annually. In order to support the additional appropriation, a transfer from the General Fund (#001) must be provided.	Public Works	Street Operations Fund (#101)	\$ 21,850	\$ 21,692	
			Public Works	General Fund (#001)	\$ 21,850	\$ 21,692	
7	Development Pass-Through Expenditures	The City of North Bend did not budget enough for fully reimbursable consultant and staff work completed on behalf of development and therefore seeks to increase the appropriation to better reflect the amount completed.	Community & Economic Development	Development Projects Fund (#125)	\$ 81,440	\$ -	Any consultant or staff work completed on behalf of development is fully reimbursable.
8	Maloney Grove Ave. & Cedar Falls Way Intersection Improvements Project	This amendment appropriates funds for the construction of sidewalk connections at the intersection of Maloney Grove Ave. and Cedar Falls Way as approved in AB23-051.	Public Works	Municipal Projects Fund (#310)	\$ 133,657	\$ -	
9	Public Works Covered Shed Equipment Facility	This amendment appropriates funds for the construction of a Public Works Covered Shed Equipment Facility as approved in AB23-052.	Public Works	General Fund (#001)	\$ 150,554	\$ -	
			Public Works	Water Utility Fund (#401)	\$ 94,096	\$ -	
			Public Works	Sewer Utility Fund (#402)	\$ 94,096	\$ -	
			Public Works	Storm Drainage Utility Fund (#404)	\$ 37,639	\$ -	

#	Amendment Request	Amendment Description	Department	Fund(s) or Functional Classification(s) Impacted	2023 Appropriation Increase (Decrease) Requested	2024 Appropriation Increase (Decrease) Requested	Offsetting Revenue Description
10	SR-202 Shared Use Path & Pedestrian Bridge Capital Project	This amendment appropriates funds for the preliminary engineering of the SR-202 Shared Use Path and Pedestrian Bridge Capital Project as approved in AB23-054.	Public Works	Municipal Projects Fund (#310)	\$ -	\$ 540,575	This project is supported by a \$467,597 Surface Transportation Block Grant (STBG) from the Federal Highway Administration (FHWA).
11	Tennant Trailhead Phase 2 Project	This amendment appropriates additional funds for the Tennant Trailhead Phase 2 Project equal to the amount set forth in AB23-077.	Public Works	Municipal Projects Fund (#310)	\$ 75,000	\$ -	
12	Alm Way Bridge Removal Project	This amendment appropriates funds for the removal of Alm Way Bridge as approved in AB23-088 and for the initial design work.	Public Works	Municipal Projects Fund (#310)	\$ 215,801	\$ -	
13	Meadowbrook Prairie Loop Project	This amendment appropriates funds for the completion of the Meadowbrook Prairie Loop Trail at Meadowbrook Farm as is related to AB23-111.	Community & Economic Development	Municipal Projects Fund (#310)	\$ 150,000	\$ 465,000	The City of North Bend is serving as the grant manager for the project and therefore will receive the \$500,000 King County Parks Capital and Open Space grant that will then be used to reimburse the Si View Metropolitan Park District for the work completed.
14	Ribary Creek Flood Risk Reduction Project	This amendment appropriates funds for the preliminary design of the Ribary Creek Flood Risk Reduction Project as approved in AB22-071.	Public Works	Storm Drainage Utility Fund (#404)	\$ 200,000	\$ (120,872)	100% of this project is covered by King County Flood Control District (KCFCD) funds.
15	IT Network Equipment	This amendment appropriates funds for the purchase of IT network equipment as approved in AB23-120.	Administrative Services	Technology Reserve Fund (#502)	\$ 58,961	\$ -	

\$ 4,097,174 \$ 3,135,926

2023-2024 Biennium Budget Amendments

Proposed 2023 Fund Reconciliations (Reconciling the Amendment Request Table to Ordinance(Exhibit A))

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
GENERAL FUND (#001)				
Adopted Budget	\$ 4,800,379	\$ 11,030,124	\$ 10,984,052	\$ 4,846,451
+ The 2024 Decision Card Process	1,037,817	-	-	1,037,817
+ Establishing the Reserve Fund	-	-	1,005,930	(1,005,930)
+ Establishing the Affordable Housing Fund	-	-	942,850	(942,850)
+ Snow & Ice Removal	-	-	44,225	(44,225)
+ Asphalt (i.e. Pothole) Repairs	-	-	21,850	(21,850)
+ Public Works Covered Shed Equipment Facility	-	-	150,554	(150,554)
= Amended Budget	\$ 5,838,196	\$ 11,030,124	\$ 13,149,461	\$ 3,718,859
RESERVE FUND (#002)				
Adopted Budget	-	-	-	-
+ Establishing the Reserve Fund	-	1,005,930	-	1,005,930
= Amended Budget	-	\$ 1,005,930	-	\$ 1,005,930
STREET OPERATIONS FUND (#101)				
Adopted Budget	-	919,207	911,500	7,707
+ Snow & Ice Removal	-	44,225	44,225	-
+ Asphalt (i.e. Pothole) Repairs	-	21,850	21,850	-
= Amended Budget	-	\$ 985,282	\$ 977,575	\$ 7,707
AFFORDABLE HOUSING FUND (#109)				
Adopted Budget	-	-	-	-
+ Establishing the Affordable Housing Fund	-	1,216,850	-	1,216,850
= Amended Budget	-	\$ 1,216,850	-	\$ 1,216,850
DEVELOPMENT PROJECTS FUND (#125)				
Adopted Budget	651,195	500,000	248,560	902,635
+ Development Pass-Through Expenditures	13,598	-	81,440	(67,842)
= Amended Budget	\$ 664,793	\$ 500,000	\$ 330,000	\$ 834,793
MUNICIPAL PROJECTS FUND (#310)				
Adopted Budget	16,519	8,396,285	6,575,000	1,837,804
+ Maloney Grove Ave. & Cedar Falls Way Intersection Sidewalk Gap Project	1,098,149	-	133,657	964,492
+ SR-202 Shared Use Path & Pedestrian Bridge Capital Project	-	-	-	-
+ Tennant Trailhead Phase 2 Project	-	-	75,000	(75,000)
+ Alm Way Bridge Removal Project	-	-	215,801	(215,801)
+ Meadowbrook Prairie Loop Project	-	150,000	150,000	-
= Amended Budget	\$ 1,114,668	\$ 8,546,285	\$ 7,149,458	\$ 2,511,495

ATTACHMENT 2

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
CAPITAL IMPROVEMENTS (REET) FUND (#320)				
Adopted Budget	\$ 4,292,799	\$ 1,857,360	\$ 621,000	\$ 5,529,159
+ Affordable Housing Property Acquisition	\$ 1,593,005	\$ -	\$ 725,000	\$ 868,005
= Amended Budget	\$ 5,885,804	\$ 1,857,360	\$ 1,346,000	\$ 6,397,164
WATER UTILITY FUND (#401)				
Adopted Budget	\$ 3,400,600	\$ 3,476,096	\$ 4,772,783	\$ 2,103,913
+ Public Works Covered Shed Equipment Facility	\$ (1,137,436)	\$ -	\$ 94,096	\$ (1,231,532)
= Amended Budget	\$ 2,263,164	\$ 3,476,096	\$ 4,866,879	\$ 872,381
SEWER UTILITY FUND (#402)				
Adopted Budget	\$ 25,353,548	\$ 5,529,288	\$ 15,478,116	\$ 15,404,720
+ Public Works Covered Shed Equipment Facility	\$ (849,044)	\$ -	\$ 94,096	\$ (943,140)
= Amended Budget	\$ 24,504,504	\$ 5,529,288	\$ 15,572,212	\$ 14,461,580
STORM DRAINAGE UTILITY FUND (#404)				
Adopted Budget	\$ 2,591,354	\$ 1,054,357	\$ 1,589,929	\$ 2,055,782
+ Public Works Covered Shed Equipment Facility	\$ (401,271)	\$ -	\$ 37,639	\$ (438,910)
+ Ribary Creek Flood Risk Reduction Project	\$ -	\$ 200,000	\$ 200,000	\$ -
= Amended Budget	\$ 2,190,083	\$ 1,254,357	\$ 1,827,568	\$ 1,616,872
SOLID WASTE & RECYCLING FUND (#405)				
Adopted Budget	\$ 537,422	\$ 113,352	\$ 109,496	\$ 541,278
+ The 2024 Decision Card Process	\$ 203	\$ -	\$ -	\$ 203
= Amended Budget	\$ 537,625	\$ 113,352	\$ 109,496	\$ 541,481
TECHNOLOGY RESERVE FUND (#502)				
Adopted Budget	\$ 252,395	\$ 44,400	\$ 33,180	\$ 263,615
+ IT Network Equipment	\$ (19,369)	\$ -	\$ 58,961	\$ (78,330)
= Amended Budget	\$ 233,026	\$ 44,400	\$ 92,141	\$ 185,285
Total for All Amendments =	\$ 1,335,652	\$ 2,638,855	\$ 4,097,174	\$ (122,667)

2023-2024 Biennium Budget Amendments

Proposed 2024 Fund Reconciliations (Reconciling the Amendment Request Table to Ordinance (Exhibit A))

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
GENERAL FUND (#001)				
Adopted Budget	\$ 4,846,451	\$ 11,252,634	\$ 11,427,540	\$ 4,671,545
+ The 2024 Decision Card Process	\$ 1,037,817	\$ -	\$ 1,500,000	\$ (462,183)
+ Establishing the Reserve Fund	\$ (1,005,930)	\$ -	\$ 91,966	\$ (1,097,896)
+ Establishing the Affordable Housing Fund	\$ (942,850)	\$ (332,938)	\$ (288,750)	\$ (987,038)
+ Snow & Ice Removal	\$ (44,225)	\$ -	\$ 43,936	\$ (88,161)
+ Asphalt (i.e. Pothole) Repairs	\$ (21,850)	\$ -	\$ 21,692	\$ (43,542)
+ Public Works Covered Shed Equipment Facility	\$ (150,554)	\$ -	\$ -	\$ (150,554)
= Amended Budget	\$ 3,718,859	\$ 10,919,696	\$ 12,796,384	\$ 1,842,171
RESERVE FUND (#002)				
Adopted Budget	\$ -	\$ -	\$ -	\$ -
+ Establishing the Reserve Fund	\$ 1,005,930	\$ 91,966	\$ -	\$ 1,097,896
= Amended Budget	\$ 1,005,930	\$ 91,966	\$ -	\$ 1,097,896
STREET OPERATIONS FUND (#101)				
Adopted Budget	\$ 7,707	\$ 951,725	\$ 957,075	\$ 2,357
+ Snow & Ice Removal	\$ -	\$ 43,936	\$ 43,936	\$ -
+ Asphalt (i.e. Pothole) Repairs	\$ -	\$ 21,692	\$ 21,692	\$ -
= Amended Budget	\$ 7,707	\$ 1,017,353	\$ 1,022,703	\$ 2,357
AFFORDABLE HOUSING FUND (#109)				
Adopted Budget	\$ -	\$ -	\$ -	\$ -
+ Establishing the Affordable Housing Fund	\$ 1,216,850	\$ 332,938	\$ 288,750	\$ 1,261,038
= Amended Budget	\$ 1,216,850	\$ 332,938	\$ 288,750	\$ 1,261,038
DEVELOPMENT PROJECTS FUND (#125)				
Adopted Budget	\$ 902,635	\$ 520,000	\$ 258,502	\$ 1,164,133
+ Development Pass-Through Expenditures	\$ (67,842)	\$ -	\$ -	\$ (67,842)
= Amended Budget	\$ 834,793	\$ 520,000	\$ 258,502	\$ 1,096,291
MUNICIPAL PROJECTS FUND (#310)				
Adopted Budget	\$ 1,837,804	\$ 11,169,094	\$ 10,275,000	\$ 2,731,898
+ Maloney Grove Ave. & Cedar Falls Way Intersection Sidewalk Gap Project	\$ 964,492	\$ -	\$ -	\$ 964,492
+ SR-202 Shared Use Path & Pedestrian Bridge Capital Project	\$ -	\$ 467,597	\$ 540,575	\$ (72,978)
+ Tennant Trailhead Phase 2 Project	\$ (75,000)	\$ -	\$ -	\$ (75,000)
+ Alm Way Bridge Removal Project	\$ (215,801)	\$ -	\$ -	\$ (215,801)
+ Meadowbrook Prairie Loop Project	\$ -	\$ 350,000	\$ 465,000	\$ (115,000)
= Amended Budget	\$ 2,511,495	\$ 11,986,691	\$ 11,280,575	\$ 3,217,611

ATTACHMENT 3

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
CAPITAL IMPROVEMENTS (REET) FUND (#320)				
Adopted Budget	\$ 5,529,159	\$ 1,567,654	\$ 546,000	\$ 6,550,813
<i>Affordable Housing Property Acquisition</i>	\$ 868,005	\$ -	\$ -	\$ 868,005
= Amended Budget	\$ 6,397,164	\$ 1,567,654	\$ 546,000	\$ 7,418,818
WATER UTILITY FUND (#401)				
Adopted Budget	\$ 2,103,913	\$ 4,270,803	\$ 5,141,436	\$ 1,233,280
<i>+ Public Works Covered Shed Equipment Facility</i>	\$ (1,231,532)	\$ -	\$ -	\$ (1,231,532)
= Amended Budget	\$ 872,381	\$ 4,270,803	\$ 5,141,436	\$ 1,748
SEWER UTILITY FUND (#402)				
Adopted Budget	\$ 15,404,720	\$ 5,807,999	\$ 6,898,929	\$ 14,313,790
<i>+ Public Works Covered Shed Equipment Facility</i>	\$ (943,140)	\$ -	\$ -	\$ (943,140)
= Amended Budget	\$ 14,461,580	\$ 5,807,999	\$ 6,898,929	\$ 13,370,650
STORM DRAINAGE UTILITY FUND (#404)				
Adopted Budget	\$ 2,055,782	\$ 3,059,719	\$ 3,489,863	\$ 1,625,638
<i>+ Public Works Covered Shed Equipment Facility</i>	\$ (438,910)	\$ -	\$ -	\$ (438,910)
<i>+ Ribary Creek Flood Risk Reduction Project</i>	\$ -	\$ 256,168	\$ (120,872)	\$ 377,040
= Amended Budget	\$ 1,616,872	\$ 3,315,887	\$ 3,368,991	\$ 1,563,768
SOLID WASTE & RECYCLING FUND (#405)				
Adopted Budget	\$ 541,278	\$ 117,886	\$ 114,895	\$ 544,269
<i>+ The 2024 Decision Card Process</i>	\$ 203	\$ -	\$ 528,000	\$ (527,797)
= Amended Budget	\$ 541,481	\$ 117,886	\$ 642,895	\$ 16,472
TECHNOLOGY RESERVE FUND (#502)				
Adopted Budget	\$ 263,615	\$ 46,611	\$ 34,839	\$ 275,387
<i>+ IT Network Equipment</i>	\$ (78,330)	\$ -	\$ -	\$ (78,330)
= Amended Budget	\$ 185,285	\$ 46,611	\$ 34,839	\$ 197,057
Total for All Amendments =	\$ (122,667)	\$ 1,231,359	\$ 3,135,925	\$ (2,027,233)

ATTACHMENT 4

2023-2024 Biennium Budget Amendments
2023-2024 Biennial Budget Totals Comparison Table

	Est. 2023 Beginning Fund Balance	Est. 2023 Sources	Est. 2023 Uses	Est. 2023 Ending Fund Balance	Est. 2024 Sources	Est. 2024 Uses	Est. 2024 Ending Fund Balance	Total 2023-2024 Est. Sources	Total 2023-2024 Uses (Appropriation)
Previous Ord. 1788	\$ 62,684,754	\$ 41,803,933	\$ 50,731,432	\$ 53,757,255	\$ 47,911,420	\$ 47,305,612	\$ 54,363,063	\$ 89,715,353	\$ 98,037,044
Proposed Ord. XXXX	\$ 64,020,405	\$ 44,442,788	\$ 54,828,606	\$ 53,634,587	\$ 49,142,778	\$ 50,441,536	\$ 52,335,829	\$ 93,585,566	\$ 105,270,142
Difference =	\$ 1,335,651	\$ 2,638,855	\$ 4,097,174	\$ (122,668)	\$ 1,231,358	\$ 3,135,924	\$ (2,027,234)	\$ 3,870,213	\$ 7,233,098

Sources Report

3rd Quarter 2023 Budget Status Update

Period: January 1, 2023 to September 30, 2023

Benchmarks:

% of the Year Completed:	75.0%
% of the 2023-24 Biennium Completed:	37.5%

#	Fund/Department	2023 YTD Sources (A)	2023 Budget (B)	2023-24 Budget (C)	% of Est. 2023 Sources Collected (D = A/B)	% of Est. 2023-24 Sources Collected (E = A/C)
001	GENERAL FUND	\$ 8,516,489	\$ 11,030,124	\$ 22,282,758	77.2%	38.2%
	Total General Funds	\$ 8,516,489	\$ 11,030,124	\$ 22,282,758	77.2%	38.2%
101	STREET OPERATIONS	\$ 666,498	\$ 919,207	\$ 1,870,931	72.5%	35.6%
102	CAPITAL STREETS	\$ 197,065	\$ 431,483	\$ 797,276	45.7%	24.7%
103	STREETS OVERLAY	\$ 464,104	\$ 535,120	\$ 1,083,895	86.7%	42.8%
106	IMPACT FEES & MITIGATION	\$ 4,130,833	\$ 4,191,030	\$ 8,549,701	98.6%	48.3%
107	HOTEL/MOTEL TAX	\$ 18,780	\$ 15,000	\$ 30,600	125.2%	61.4%
108	ECONOMIC DEVELOPMENT	\$ 204,166	\$ 255,400	\$ 523,466	79.9%	39.0%
116	PARK IMPROVEMENT	\$ 128,095	\$ 162,403	\$ 331,303	78.9%	38.7%
117	PARK MAINTENANCE RESERVE	\$ 11,398	\$ 10,680	\$ 21,787	106.7%	52.3%
125	DEVELOPMENT PROJECTS	\$ 309,161	\$ 500,000	\$ 1,020,000	61.8%	30.3%
130	ARPA FISCAL RECOVERY	\$ 58,188	\$ -	\$ -	0.0%	0.0%
190	TRANSPORTATION BENEFIT DISTRICT	\$ 665,676	\$ 654,151	\$ 1,334,468	101.8%	49.9%
	Total Special Revenue Funds	\$ 6,853,964	\$ 7,674,474	\$ 15,563,427	89.3%	44.0%
216	2011 FIRE STATION BOND	\$ 97,554	\$ 191,926	\$ 391,530	50.8%	24.9%
217	2012 LTGO (TBD) BOND	\$ -	\$ -	\$ -	0.0%	0.0%
218	2015 LTGO BOND	\$ 262,500	\$ 200,000	\$ 402,500	131.3%	65.2%
220	2018 LTGO BOND	\$ 205,000	\$ 246,000	\$ 492,000	83.3%	41.7%
	Total Debt Service Funds	\$ 565,054	\$ 637,926	\$ 1,286,030	88.6%	43.9%
310	MUNICIPAL PROJECTS	\$ 1,572,684	\$ 8,396,285	\$ 19,565,379	18.7%	8.0%
320	CAPITAL IMPROVEMENTS (REET)	\$ 908,221	\$ 1,857,360	\$ 3,425,014	48.9%	26.5%
	Total Capital Project Funds	\$ 2,480,905	\$ 10,253,645	\$ 22,990,393	24.2%	10.8%
401	WATER UTILITY	\$ 3,599,075	\$ 3,476,096	\$ 7,746,900	103.5%	46.5%
402	SEWER UTILITY	\$ 6,501,390	\$ 5,529,288	\$ 11,337,287	117.6%	57.3%
404	STORM DRAINAGE UTILITY	\$ 989,799	\$ 1,054,357	\$ 4,114,076	93.9%	24.1%
404	FLOOD OPERATIONS	\$ 147,612	\$ 203,056	\$ 417,197	72.7%	35.4%
405	SOLID WASTE & RECYCLING	\$ 115,912	\$ 113,352	\$ 231,238	102.3%	50.1%
451	ULID #6 BOND REDEMPTION	\$ 773,512	\$ 871,923	\$ 1,778,724	88.7%	43.5%
452	ULID#6 BOND RESERVE	\$ -	\$ -	\$ -	0.0%	0.0%
	Total Utilities Funds	\$ 12,127,300	\$ 11,248,073	\$ 25,625,421	107.8%	47.3%
501	EQUIPMENT OPERATING	\$ 283,616	\$ 378,042	\$ 774,986	75.0%	36.6%
501	TECHNOLOGY OPERATING	\$ 320,032	\$ 426,710	\$ 874,756	75.0%	36.6%
502	EQUIPMENT RESERVE	\$ 126,743	\$ 110,540	\$ 226,571	114.7%	55.9%
502	TECHNOLOGY RESERVE	\$ 32,664	\$ 44,400	\$ 91,011	73.6%	35.9%
	Total Internal Service Funds	\$ 763,055	\$ 959,692	\$ 1,967,324	79.5%	38.8%
	Total All Funds	\$ 31,306,767	\$ 41,803,933	\$ 89,715,353	74.9%	34.9%

ATTACHMENT 5



Uses Report

3rd Quarter 2023 Budget Status Update
Period: January 1, 2023 to September 30, 2023

Benchmarks:

% of the Year Completed:	75.0%
% of the 2023-24 Biennium Completed:	37.5%

#	Fund/Department	2023 YTD Uses (A)	2023 Budget (B)	2023-24 Budget (C)	% of 2023 Budget Spent (D = A/B)	% of 2023-24 Budget Spent (E = A/C)	Amt. of 2023 Budget Remaining (F = B-A)	Amt. of 2023-24 Budget Remaining (G = C-A)
001	GENERAL FUND	\$ 7,112,963	\$ 10,984,052	\$ 22,411,592	64.8%	31.7%	\$ 3,871,088	\$ 15,298,629
	Total General Funds	\$ 7,112,963	\$ 10,984,052	\$ 22,411,592	64.8%	31.7%	\$ 3,871,088	\$ 15,298,629
101	STREET OPERATIONS	\$ 741,804	\$ 911,500	\$ 1,868,576	81.4%	39.7%	\$ 169,696	\$ 1,126,772
102	CAPITAL STREETS	\$ 220,515	\$ 419,915	\$ 646,504	52.5%	34.1%	\$ 199,400	\$ 425,989
103	STREETS OVERLAY	\$ 338,874	\$ 897,779	\$ 1,816,698	37.7%	18.7%	\$ 558,906	\$ 1,477,824
106	IMPACT FEES & MITIGATION	\$ 2,171,978	\$ 3,148,713	\$ 6,192,362	69.0%	35.1%	\$ 976,735	\$ 4,020,384
107	HOTEL/MOTEL TAX	\$ -	\$ -	\$ -	0.0%	0.0%	\$ -	\$ -
108	ECONOMIC DEVELOPMENT	\$ 146,342	\$ 246,571	\$ 504,992	59.4%	29.0%	\$ 100,229	\$ 358,650
116	PARK IMPROVEMENT	\$ 42,781	\$ 325,000	\$ 325,000	13.2%	13.2%	\$ 282,219	\$ 282,219
117	PARK MAINTENANCE RESERVE	\$ -	\$ -	\$ -	0.0%	0.0%	\$ -	\$ -
125	DEVELOPMENT PROJECTS	\$ 240,229	\$ 248,560	\$ 507,062	96.6%	47.4%	\$ 8,331	\$ 266,833
130	ARPA FISCAL RECOVERY	\$ 282,975	\$ 846,000	\$ 1,546,000	33.4%	18.3%	\$ 563,025	\$ 1,263,025
190	TRANSPORTATION BENEFIT DISTRICT	\$ 225,000	\$ 275,000	\$ 550,000	81.8%	40.9%	\$ 50,000	\$ 325,000
	Total Special Revenue Funds	\$ 4,410,498	\$ 7,319,039	\$ 13,957,194	60.3%	31.6%	\$ 2,908,541	\$ 9,546,696
216	2011 FIRE STATION BOND	\$ 12,370	\$ 149,660	\$ 299,320	8.3%	4.1%	\$ 137,290	\$ 286,950
217	2012 LTGO (TBD) BOND	\$ -	\$ -	\$ -	0.0%	0.0%	\$ -	\$ -
218	2015 LTGO BOND	\$ 14,286	\$ 191,769	\$ 383,538	7.4%	3.7%	\$ 177,483	\$ 369,252
220	2018 LTGO BOND	\$ 70,500	\$ 245,350	\$ 490,700	28.7%	14.4%	\$ 174,850	\$ 420,200
	Total Debt Service Funds	\$ 97,156	\$ 586,779	\$ 1,173,558	16.6%	8.3%	\$ 489,623	\$ 1,076,402
310	MUNICIPAL PROJECTS	\$ 1,968,691	\$ 6,575,000	\$ 16,850,000	29.9%	11.7%	\$ 4,606,309	\$ 14,881,309
320	CAPITAL IMPROVEMENTS (REET)	\$ 505,000	\$ 621,000	\$ 1,167,000	81.3%	43.3%	\$ 116,000	\$ 662,000
	Total Capital Project Funds	\$ 2,473,691	\$ 7,196,000	\$ 18,017,000	34.4%	13.7%	\$ 4,722,309	\$ 15,543,309
401	WATER UTILITY	\$ 2,315,033	\$ 4,772,783	\$ 9,914,220	48.5%	23.4%	\$ 2,457,750	\$ 7,599,186
402	SEWER UTILITY	\$ 12,300,536	\$ 15,478,116	\$ 22,377,045	79.5%	55.0%	\$ 3,177,580	\$ 10,076,509
404	STORM DRAINAGE UTILITY	\$ 689,672	\$ 1,589,929	\$ 5,079,792	43.4%	13.6%	\$ 900,257	\$ 4,390,120
404	FLOOD OPERATIONS	\$ 346,918	\$ 349,999	\$ 716,263	99.1%	48.4%	\$ 3,081	\$ 369,346
405	SOLID WASTE & RECYCLING	\$ 71,384	\$ 109,496	\$ 224,390	65.2%	31.8%	\$ 38,112	\$ 153,007
451	ULID #6 BOND REDEMPTION	\$ -	\$ 923,552	\$ 1,893,282	0.0%	0.0%	\$ 923,552	\$ 1,893,282
452	ULID#6 BOND RESERVE	\$ -	\$ -	\$ -	0.0%	0.0%	\$ -	\$ -
	Total Utilities Funds	\$ 15,723,542	\$ 23,223,874	\$ 40,204,991	67.7%	39.1%	\$ 7,500,332	\$ 24,481,449
501	EQUIPMENT OPERATING	\$ 221,528	\$ 329,134	\$ 674,473	67.3%	32.8%	\$ 107,606	\$ 452,945
501	TECHNOLOGY OPERATING	\$ 224,168	\$ 449,374	\$ 920,216	49.9%	24.4%	\$ 225,206	\$ 696,048
502	EQUIPMENT RESERVE	\$ -	\$ 610,000	\$ 610,000	0.0%	0.0%	\$ 610,000	\$ 610,000
502	TECHNOLOGY RESERVE	\$ -	\$ 33,180	\$ 68,019	0.0%	0.0%	\$ 33,180	\$ 68,019
	Total Internal Service Funds	\$ 445,696	\$ 1,421,687	\$ 2,272,709	31.3%	19.6%	\$ 975,991	\$ 1,827,013
	Total All Funds	\$ 30,263,547	\$ 50,731,432	\$ 98,037,044	59.7%	30.9%	\$ 20,467,885	\$ 67,773,497



**LEGAL NOTICE
CITY OF NORTH BEND
King County, Washington**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the North Bend City Council will hold a public hearing to receive comments on the 2023/2024 Mid-Biennium Budget Modification. The public hearing will take place during a Regular City Council Meeting on Tuesday, November 7, 2023, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA. For those that don't wish to attend the in-person meeting, a teleconference option will be available using Zoom Meetings, with detailed meeting access information to be provided on November 2, 2023 on the City website calendar item for the [November 7, 2023 City Council meeting](#).

Comments may be presented orally at the public hearing or submitted in writing to the City Clerk at 920 SE Cedar Falls Way, North Bend, WA, 98045, or by e-mail to: soppedal@northbendwa.gov up until 4:30 p.m., Monday, November 6, 2023.

For additional information on the Proposed 2023/2024 Mid-Biennium Budget Modification please contact Interim Finance Director Drew Bouta at dbouta@northbendwa.gov.

Posted: October 20, 2023

Published: October 20 and 27, 2023