



## CITY COUNCIL MEETING\*

### September 17, 2024 – 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) Payroll	September 5, 2024 – 28857 through 28862, in the amount of \$378,472.96		
2) Checks	September 17, 2024 – 76080 through 76127, in the amount of \$543,765.67		
3) AB24-090	Motion – Authorizing Amendment to SCORE Jail Services Contract	Chief Lynch	1
4) AB24-091	Resolution – Accepting Tanner’s Nest Infrastructure Improvements	Mr. DeBerg	23
5) AB24-092	Motion – Authorizing Blanket Purchase Orders	Mr. Chaw	39
6) AB24-093	Resolution – Authorizing LGIP Authorized Representative	Mr. Chaw	43
7) AB24-094	Resolution – Adopting Amended Personnel Manual	Ms. Escobar	47

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

#### COMMISSION AND COMMITTEE REPORTS:

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

#### MAIN AGENDA:

8) AB24-095	Public Hearing, Ordinance – Amending Taxes, Rates & Fees Schedule RE School Impact Fees	Ms. Deming	131
9) AB24-096	Public Hearing, Resolution – Authorizing Surplus of City Property	Mr. DeBerg	163
10) AB24-097	Ordinance – Amending NBMC Section 16.12.005 & Table 20.01.004 RE Mobile Home Parks	Ms. Deming	173
11) AB24-098	Resolution – Establishing Actions of Compliance with SB 5290	Ms. Deming	183
12) AB24-099	Motion – Authorizing Contract with FCS Group for Water, Sewer, Stormwater & GFC Rates Study	Mr. Chaw	187
13) AB24-100	Resolution – Authorizing Development Agreement with Middle Fork Property Development, LLC	Mr. Henderson	195

**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.)

#### ADJOURNMENT:



**\*PLEASE NOTE:** Members of the public may choose to attend the meeting in person or by teleconference. Members of the public attending the meeting in-person will have an opportunity to provide public comment and if attending the meeting by teleconference may submit written comments via in-person drop off, mail, fax, or e-mail to [soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov). All written comments must be received by 5 p.m. on the day of the scheduled meeting. If an individual requires an accommodation because of a difficulty attending the public meeting, the City requests notice of the need for accommodation by 5 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote public comments by contacting the City Clerk by phone (425) 888-7627 or by e-mail to [soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov). No other remote public comment will be permitted.

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

Zoom Meeting Information:  
To Sign Up for a Zoom Account: <https://zoom.us/join>  
Meeting ID: 881 2610 1456

Password: 658184  
Call In Phone Number: 1-253-215-8782



## City Council Agenda Bill

SUBJECT:	Agenda Date: September 17, 2024	AB24-090
<b>Motion Authorizing an Amendment to the Interlocal Agreement (ILA) with South Correctional Entity (SCORE) for Jail Services</b>	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	X
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
	Police – Chief Brian Lynch	X
<b>Attachments:</b> 2025 Rate Amendment, Original ILA		

### SUMMARY STATEMENT:

In 2015, the City entered into an interlocal agreement (“ILA”) with South Correctional Entity (“SCORE”) for misdemeanor jail services. The City then entered into a new ILA in 2024 to continue SCORE misdemeanor jail services. The SCORE ILA is one of four current City inmate housing contracts (the others being with the City of Issaquah for housing at the Issaquah Jail and with King County for housing at the King County Jail, as well as long term male inmate housing with the City of Sunnyside).

In July 2024, SCORE provided notice to the City that new rate increases will go into effect on January 1, 2025. An amendment to the ILA will need to be executed prior to the start of the year due to the new rates. The amendment to the ILA reflects the following new fee schedule effective January 1, 2025:

#### 2025 Rates:

- Booking fee: \$80.00 (2024 rate = \$65.00)
- Daily guaranteed bed rate: \$148.28 (2024 rate = \$142.58)
- Daily non-guaranteed rate: \$213.17 (2024 rate = \$204.97)

#### Daily rate surcharges:

- Mental Health - Residential Beds \$170.32 (2024 rate = \$163.77)
- Medical (Acute Beds) \$232.45 (2024 rate = \$223.51)
- Mental Health (Acute Beds) \$297.79 (2024 rate = \$286.34)

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

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

Jail Provider	Booking Fee	Daily Fee	Mental Health
<b>City of Issaquah</b>	No Fee	\$147.00	No
<b>King County</b>	\$262.25	\$256.90	Yes
<b>SCORE</b>	\$65.00	\$204.97	Yes
<b>Sunnyside</b>	N/A	\$60.00	Yes

# City Council Agenda Bill

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.		
COMMITTEE REVIEW AND RECOMMENDATION: The Public Health & Safety Committee reviewed this item at their September 3, 2024 meeting and recommended approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION: MOTION to approve AB24-090, authorizing the Mayor to execute an amendment to the Interlocal Agreement with SCORE for jail services, in a form and content acceptable to the City Attorney.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2024		

**AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING**

**(Amending Exhibit A: Fees and Charges and Services. Amending Housing Agreement: Section 7.)**

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THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated \_\_\_\_\_, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and \_\_\_\_\_, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

**RECITALS**

**WHEREAS**, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated \_\_\_\_\_, as amended and as may be further amended from time to time (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

**WHEREAS**, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the "Agreement") with regard to fees and charges for such services as provided herein;

**Section 1. Definitions.** Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

**Section 2. Amendment.**

**(1) Amendment to Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee, and Transport Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

**Daily Housing Rates**

General Population – Guaranteed Beds	\$148.28	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$213.17	

**Daily Rate Surcharges:**

Mental Health – Residential Beds	\$170.32
Medical – Acute Beds	\$232.45
Mental Health – Acute Beds	\$297.79

**Booking Fee** \$80.00

**Transport/Security Fee** \$89.00/hr.

Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges, and services will be annually adjusted each January 1<sup>st</sup>.

**Section 3. Effective Date of Amendment.** The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2025 at 12:01 a.m.

**Section 4. Entire Agreement.** Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

**Section 5. Severability.** The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

**Section 6. Headings.** The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

**Section 7. Execution.** This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

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Signature

Title/Name Executive Director Devon Schrum

NOTICE ADDRESS:

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

Email: [dschrumb@scorejail.org](mailto:dschrumb@scorejail.org)  
Telephone: 206-257-6262

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Signature

Title/Name:

NOTICE ADDRESS:

## INTERLOCAL AGREEMENT FOR INMATE HOUSING

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

### RECITALS

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

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

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

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

### SECTION 1. DEFINITIONS.

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

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

Commencement Date means [January 1, 2024].

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

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

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

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

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

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

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

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

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

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

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

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

Termination Date means \_\_\_\_\_.

## **SECTION 2. TERM.**

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

## **SECTION 3. INMATE HOUSING AND SERVICES.**

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

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

## **SECTION 4. COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

## **SECTION 7. HEALTH CARE.**

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

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

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

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

## **SECTION 8. DETAINERS.**

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

## **SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.**

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

## **SECTION 10. ESCAPE; DEATH.**

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

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

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

## **SECTION 11. REPORTING AND INSPECTION.**

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

## **SECTION 12. TECHNOLOGY.**

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

## **SECTION 13. BILLING AND PAYMENT.**

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

## **SECTION 14. BILLING DISPUTE RESOLUTION.**

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

## **SECTION 15. INDEPENDENT CONTRACTOR.**

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

## **SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.**

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

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

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

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

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

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

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

## **SECTION 17. INSURANCE.**

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

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

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

## **SECTION 18. TERMINATION.**

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

## **SECTION 19. RECORDS.**

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

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

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

**SECTION 21. HIPAA AND HITECH COMPLIANCE.**

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

**SECTION 22. EQUAL OPPORTUNITY.**

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

**SECTION 23. MISCELLANEOUS.**

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

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

**SECTION 24. EXECUTION.**

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

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Devon Schrum  
Signature  
Print Name - Title  
Devon Schrum, Executive Director  
Oct 26, 2023  
Date

City of North Bend  
Contract Agency Name

Rob McFarland  
Signature  
Print Name - Title  
Rob McFarland, Mayor  
October 18, 2023  
Date

ATTESTED BY:

Karen Ophelia  
Signature

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198

Attention: Devon Schrum, Executive Director  
Email: [dschrumb@scorejail.org](mailto:dschrumb@scorejail.org)  
Telephone: (206) 257-6262  
Fax: (206) 257-6310

NOTICE ADDRESS:

City of North Bend  
920 SE Cedar Falls Way  
North Bend, WA 98045

Attention: City Administrator David Miller  
Email: [d.miller@northbendwa.gov](mailto:d.miller@northbendwa.gov)  
Telephone: 425-888-7626  
Fax: 425-831-4200

---

**Exhibit A****FEES AND CHARGES AND SERVICES**

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

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

<sup>1</sup> The Booking Fee will be charged to the jurisdiction responsible for housing the inmate

<sup>2</sup> Surcharges are in addition to daily housing rates and subject to bed availability

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

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## Exhibit B

### WARRANTS/OTHER COURT ORDERS/DETAINERS

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

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

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## Exhibit C

### **PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT**

**1. Compliance**

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

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

**2. Monitoring**

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

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

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

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

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

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

---

## Exhibit D

### MEDICAL ACCEPTABILITY

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

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

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**Exhibit E**

**PROPERTY**

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

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

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## Exhibit F

### CLASSIFICATION

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

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

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

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

---

## Exhibit G

### **BORROWING**

One contracting agency may "borrow" another Contract Agency's Inmate as follows:

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





## City Council Agenda Bill

SUBJECT:	Agenda Date: September 17, 2024	AB24-091
<b>Resolution Accepting Infrastructure Improvements from Mike Day Homes, LLC for Tanner's Nest Short Plat, a 3-Lot Subdivision</b>	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
Cost Impact: N/A	Public Works – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline: Immediate		
<b>Attachments:</b> Resolution, Exhibit A – Cost Breakdown, Exhibit B – Bill of Sale, Vicinity Map		

### SUMMARY STATEMENT:

Mike Day Homes, LLC (“Developer”) received preliminary short plat approval from the City of North Bend (“City”) on November 3, 2023, to subdivide a 0.90-acre parcel into three single-family residential lots (“Project”). The Project was categorically exempt from SEPA. A Developer Extension Agreement was authorized for execution on April 2, 2024, under Resolution No. 2103. Engineering plan approval occurred on May 17, 2024. Infrastructure and utility construction completion occurred on July 17, 2024.

For the Project, the Developer constructed approximately:

- 191 lineal feet of new storm drainage conveyance improvements.
- 189 lineal feet of new curb and gutter.
- 119 square yards of street paving.
- 945 square feet of new sidewalk.

The Developer has completed all remaining infrastructure and utility punch-list items, as-builts, and provided a GIS disk to the City as required by the North Bend Municipal Code. The Developer has provided a Bill of Sale for storm drainage system, and curb and street improvements (“Infrastructure Improvements”).

This Agenda Bill’s purpose is to authorize transfer of ownership of Developer-constructed Infrastructure Improvements to the City through passage of a resolution.

### APPLICABLE BRAND GUIDELINES: Design Standards

**COMMITTEE REVIEW AND RECOMMENDATION:** This item was brought up during the Transportation and Public Works Committee meeting on August 27, 2024, and was recommended for approval and placement on the Consent Agenda.

**RECOMMENDED ACTION:** **MOTION to approve AB24-091, a resolution accepting ownership of the Infrastructure Improvements constructed as part of the 3-lot Tanner's Nest subdivision.**

### RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
September 17, 2024		



# RESOLUTION

## **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING STORM DRAINAGE SYSTEM, CURB, GUTTER, STREET PAVING, AND SIDEWALK IMPROVEMENTS FROM MIKE DAY HOMES, LLC FOR THE 3-LOT TANNER'S NEST SUBDIVISION**

**WHEREAS**, Mike Day Homes, LLC (“Developer”) has completed construction of the 3-lot Tanner’s Nest Subdivision Project (“Project”); and

**WHEREAS**, on November 3, 2023, the Developer received preliminary short plat approval to subdivide a 0.90-acre parcel into three single-family residential lots (“Project”); and

**WHEREAS**, the Project was categorically exempt from SEPA; and

**WHEREAS**, a Developer Extension Agreement was authorized for execution on April 2, 2024, under Resolution No. 2103; and

**WHEREAS**, engineering plan approval occurred on May 17, 2024; and

**WHEREAS**, the Developer has constructed the required storm drainage system, curb, gutter, street paving and sidewalk improvements (collectively “Infrastructure Improvements”); and

**WHEREAS**, City staff inspected the Infrastructure Improvements and the City accepts transfer of ownership of Developer-constructed Infrastructure Improvements; and

**WHEREAS**, the Developer has provided the City with the market value assignment for the Infrastructure Improvements and a Bill of Sale for the Infrastructure Improvements; and

**WHEREAS**, the City Council of the City of North Bend finds that the Infrastructure Improvements meet the standards of the City, and that the value assigned by the Developer reflects a fair market value;

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

**Section 1.** The City Council of the City of North Bend accepts the storm drainage system, curb, gutter, street paving and sidewalk improvements built for the 3-lot Tanner’s Nest Subdivision Project as depicted in the attached **Exhibit A** to this resolution and which is incorporated herein by reference.

**Section 2.** The Mayor is authorized to execute the Bill of Sale accepting the storm drainage system, curb, gutter, street paving and sidewalk improvements on behalf of the City of North Bend, in the form attached hereto as **Exhibit B** or in a final form substantially similar and acceptable to the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>TH</sup> DAY OF  
SEPTEMBER, 2024.**

**CITY OF NORTH BEND:**

---

**Mary Miller, Mayor**

**APPROVED AS TO FORM:**

---

**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

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**Susie Oppedal, City Clerk**

# Council Packet September 17, 2024

## EXHIBIT A

Tanners Nest  
Mike Day Homes LLC  
Bill of Sale

Tanners Nest BOS  
7/23/2024

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Storm System	12" DIP Storm	191	LF	\$ 68.00	\$ 12,988.00
				<u>Subtotal</u>	<u><u>12,988.00</u></u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Sanitary Sewer	6" SS Pipe	88	LF	\$ 20.40	\$ 1,795.20
				<u>Subtotal</u>	<u><u>1,795.20</u></u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Roadway - Paving	6' Depth Rock Base	50	TN	\$ 16.91	\$ 845.50
Roadway - Paving	2" G&O	119.44	SY	\$ 19.00	\$ 2,269.36
				<u>Subtotal</u>	<u><u>3,114.86</u></u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Curb, Gutter & Sidewalk	Vertical Curb & Gutter	189	LF	\$ 14.00	\$ 2,646.00
Curb, Gutter & Sidewalk	5' Sidewalk	945	SF	\$ 3.75	\$ 3,543.75
Curb, Gutter & Sidewalk	Wheelchair Ramps	60	SF	\$ 25.00	\$ 1,500.00
				<u>Subtotal</u>	<u><u>7,689.75</u></u>
				<b>TOTAL</b>	<b><u><u>25,587.81</u></u></b>



Return Address:

**CITY CLERK**  
**CITY OF NORTH BEND**  
**920 SE CEDAR FALLS WAY**  
**NORTH BEND, WA 98045**

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)1. Bill of Sale 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document1. Mike Day Homes, LLC, \_\_\_\_\_

2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document1. City of North Bend

2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Por. of NW ¼, SW ¼, Sec. 13, Twn. 23 N., Rge. 8 E., W.M.

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

132308-1111

 Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party**Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements**

**UPON RECORDING RETURN TO:**

City Clerk  
City of North Bend  
920 SE Cedar Falls Way  
North Bend, WA 98045

**BILL OF SALE****Reference Numbers of Related Documents: N/A**

**Grantor:** Mike Day Homes, LLC

**Grantee:** City of North Bend

**Legal Description:** See Attached

**Abbreviated Legal:** Por. of NW ¼, SW ¼, Sec. 13, Twn. 23 N., Rge. 8 E., W.M.

**Tax Parcel Identification Number:** 132308-1111

**KNOW ALL MEN BY THESE PRESENTS** that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, Mike Day Homes, LLC, a Washington corporation (“Grantor”), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington municipal corporation (“Grantee” or “the City”), the following described storm drainage system, curbs, gutter, street paving, and sidewalk, all of which has been constructed and installed in the existing public right of way or subdivision commonly known as Tanner’s Nest Subdivision, King County Rec. No. 20240726900014 (“Project”):

**Storm Drainage System:**

The Project constructed approximately 191 lineal feet of 12" diameter storm drainage pipe and other applicable storm drainage facilities and appurtenances located in Eagles Nest Place SE.

Stormwater piping, swales, and other stormwater appurtenances located outside of the road prism (road prism is defined as back of curb to back of curb or edge of pavement to edge of pavement on public streets) of Eagles Nest Place SE shall be owned and maintained by the owners of the lot fronting said improvements.

**Curbs and Gutter; Street Paving; Sidewalk:**

Approximately 189 lineal feet of vertical curb and gutter, 119 square yards of street paving, and 945 square feet of sidewalk along Eagles Nest Place SE within the road prism shall be owned and maintained by the City.

Sidewalks, landscape strips, and associated facilities and appurtenances constructed as part of the Project located outside of the road prism shall not be owned or maintained by the City. Sidewalks, landscape strips, and associated facilities and appurtenances constructed as part of the Project

located outside of the road prism shall be owned and maintained by the owners of the lot fronting said improvements.

Damage to any improvements in the road prism caused by failure to maintain swales, landscape strips, street trees, sidewalks and/or other associated facilities located outside the road prism shall be reconstructed, removed, or replaced by the owners of the lot fronting said improvements.

Grantor warrants that it is the sole owner of all the property above described and has full power to convey all rights herein conveyed and agrees to defend, indemnify, and hold Grantee harmless from any and all claims which might result from execution of this document.

Grantor warrants that the property above described is free from all liens and encumbrances and Grantor will defend, indemnify, and hold harmless Grantee and its successors and assigns against claims and demands of all persons regarding ownership in or rights to the property hereby conveyed.

By accepting and recording this instrument, the City accepts and agrees to maintain only the property expressly conveyed herein, and to do so in the same manner as though it had been constructed by the City.

IN WITNESS WHEREOF the Grantor(s) has/have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GRANTOR:

Mike Day Homes, LLC

GRANTEE:

City of North Bend

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Kendra Rosenberg, City Attorney

STATE OF WASHINGTON) )ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED:

(Stamp) \_\_\_\_\_

(Print: \_\_\_\_\_)

NOTARY PUBLIC in and for the State of Washington

My appointment expires \_\_\_\_\_

11

11

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11

STATE OF WASHINGTON)  
                                 )ss  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

(Stamp) \_\_\_\_\_

(Print: \_\_\_\_\_)

NOTARY PUBLIC in and for the State of Washington

My appointment expires \_\_\_\_\_

# EXHIBIT C Council Packet September 17, 2024

Tanners Nest  
Mike Day Homes LLC  
Bill of Sale

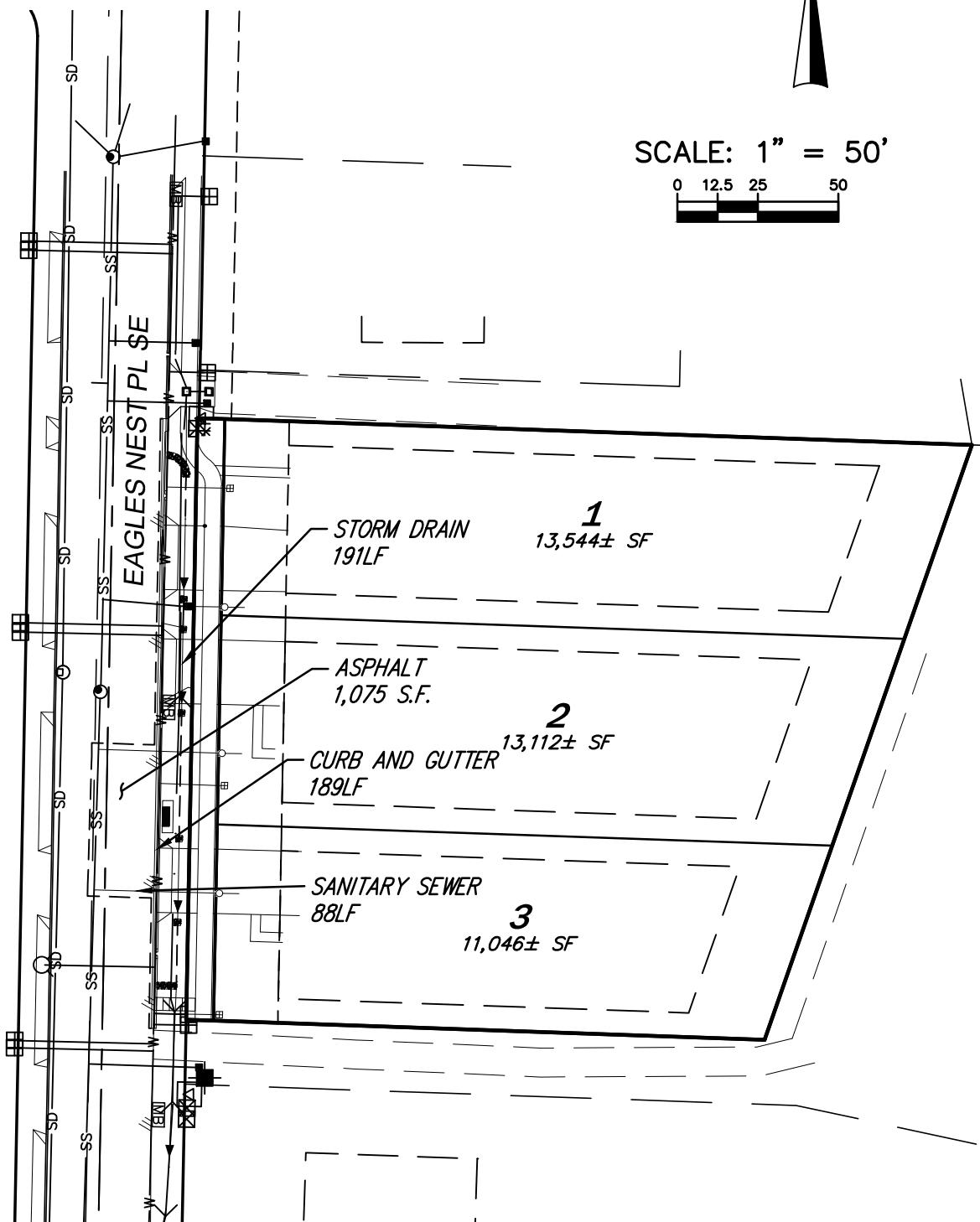
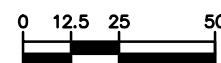
Tanners Nest BOS  
7/23/2024

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				<b>SUBTOTAL</b>	<b>\$ 12,988.00</b>
 <u>ITEM</u>	 <u>DESCRIPTION</u>	 <u>QTY</u>	 <u>UNIT</u>	 <u>RATE</u>	 <u>TOTAL</u>
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				<b>SUBTOTAL</b>	<b>\$ 1,795.20</b>
 <u>ITEM</u>	 <u>DESCRIPTION</u>	 <u>QTY</u>	 <u>UNIT</u>	 <u>RATE</u>	 <u>TOTAL</u>
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Roadway - Paving	2" G&O	119.44	SY	\$ 19.00	\$ 2,269.36
				<b>SUBTOTAL</b>	<b>\$ 3,114.86</b>
 <u>ITEM</u>	 <u>DESCRIPTION</u>	 <u>QTY</u>	 <u>UNIT</u>	 <u>RATE</u>	 <u>TOTAL</u>
Curb, Gutter & Sidewalk	Vertical Curg & Gutter	189	LF	\$ 14.00	\$ 2,646.00
Curb, Gutter & Sidewalk	5' Sidewalk	945	SF	\$ 3.75	\$ 3,543.75
Curb, Gutter & Sidewalk	Wheelchair Ramps	60	SF	\$ 25.00	\$ 1,500.00
				<b>SUBTOTAL</b>	<b>\$ 7,689.75</b>
				<b>TOTAL</b>	<b>\$ 25,587.81</b>

**TANNER'S NEST SHORT PLAT**  
**BILL OF SALE**  
**EXHIBIT B**



SCALE: 1" = 50'



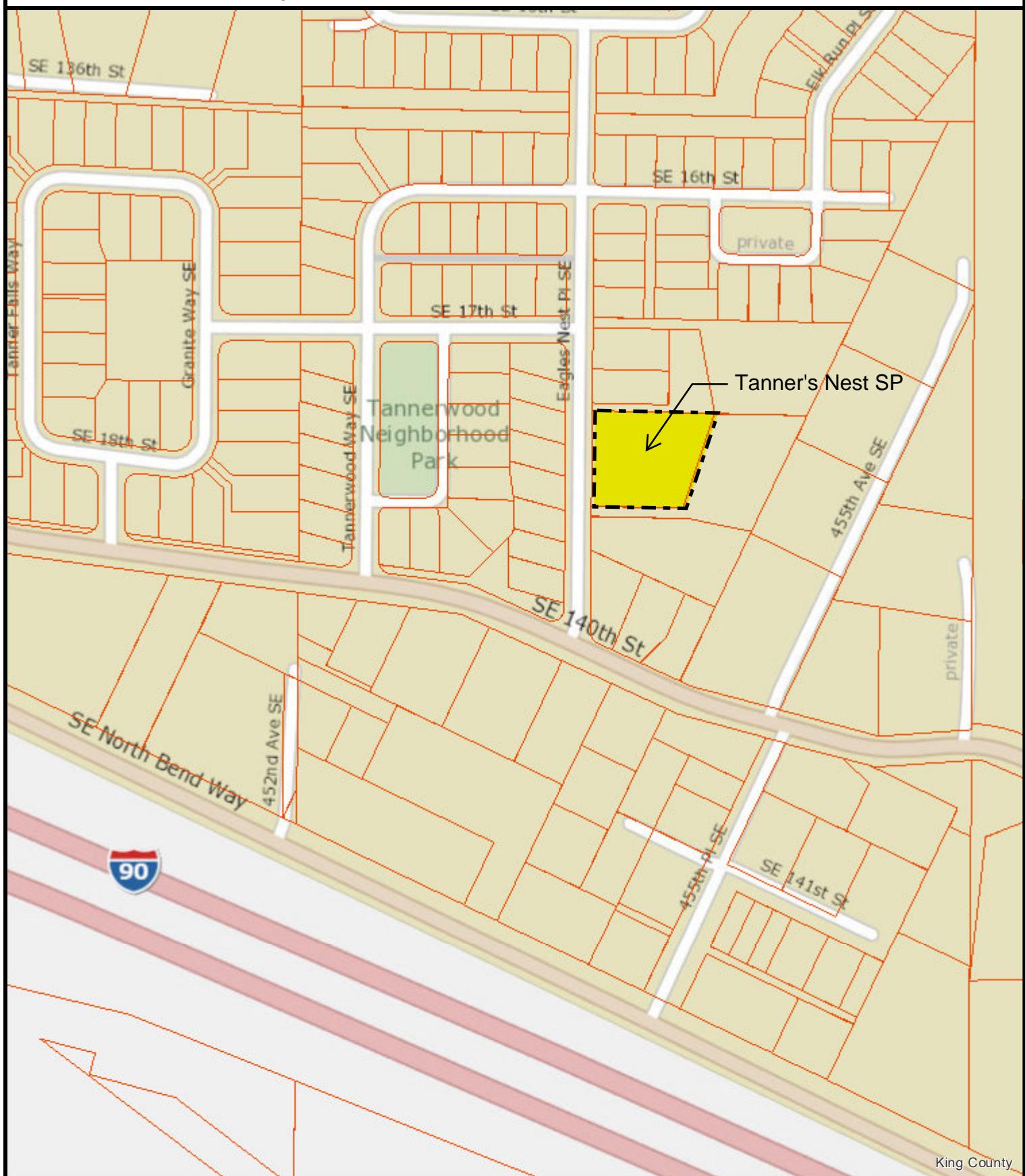
**LEGAL DESCRIPTION**

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LOT 4, TANNER ADDITION, ACCORDING TO PLAT THEREOF, RECORDED IN VOLUME 138 OF PLATS, PAGES 77 AND 78, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

Council Packet September 17, 2024  
Vicinity Map - Tanner's Nest Short Plat



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Date: 8/1/2024

Notes:







## City Council Agenda Bill

SUBJECT:	Agenda Date: September 17, 2024	AB24-092
<b>Motion Authorizing Blanket Purchase Orders with City Vendors for 2024</b>	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
Cost Impact: N/A	Finance – Martin Chaw	X
Fund Source: various	Public Works – Mark Rigos	
Timeline: immediate		
<b>Attachments:</b> Exhibit A – 2024 Blanket Purchase Orders		
<b>SUMMARY STATEMENT:</b>		
<p>A Blanket Purchase Order is a purchase order that is used for routine or normal operating supplies and services purchased on a repetitive basis from the same vendor. The City's current purchasing policies require City Council approval for any contract or purchase order exceeding \$25,000. Staff estimates that it will spend more than \$25,000 on routine purchases from the vendors listed in Exhibit A during 2024.</p>		
<p>Staff is requesting approval of blanket purchase orders with the vendors listed in Exhibit A in amounts not to exceed those listed for the 2024 calendar year. Sufficient funds have already been appropriated within the existing budget for these purchases.</p>		
<b>APPLICABLE BRAND GUIDELINES:</b> Economic viability/balanced budget		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was reviewed by the Finance & Administration Committee at their September 10, 2024 meeting with a recommendation for approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB24-092, authorizing Blanket Purchase Orders with the vendors listed in Exhibit A, in amounts not to exceed those listed in Exhibit A.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
Meeting Date	Action	Vote
September 17, 2024		



## EXHIBIT A

VENDOR	PURPOSE	2024 AMOUNT NOT TO EXCEED	2023 AMOUNT NOT TO EXCEED	CHANGE 2023 TO 2024	2023 EXPENDITURES	2024 EXPENDITURES YTD (as of 08/30/2024)
Core & Main	Meter Replacement Program	\$ 170,000	\$ 170,000	\$ -	\$ 19,254	\$ 31,447
HD Fowler	Water Repair & Maintenance Supplies (piping, chemicals)	\$ 100,000	\$ 35,000	\$ 65,000	\$ 28,611	\$ 64,666
James Oil Company	Fuel	\$ 60,000	\$ 60,000	\$ -	\$ 52,374	\$ 28,834
Solenis	Polymer/WWTP supplies	\$ 50,000	\$ 35,000	\$ 15,000	\$ 35,861	\$ 22,074
Tech Power Solutions	Technology Purchases (A/V equipment and computers)	\$ 40,000	\$ 20,000	\$ 20,000	\$ 64,412	\$ 21,409
Liftoff LLC	Technology, Software & Licenses (Microsoft 365 and other software)	\$ 40,000	\$ 23,000	\$ 17,000	\$ 24,990	\$ -
USA Bluebook	WWTP & Water Supplies	\$ 30,000	\$ 30,000	\$ -	\$ 19,407	\$ 9,825
Amtest	Lab Testing	\$ 25,000	\$ 25,000	\$ -	\$ 19,810	\$ 6,650
Inland Environmental Resources, Inc. (IER)	Magnesium Hydroxide for WWTP	\$ 25,000	\$ 25,000	\$ -	\$ 5,239	\$ 8,409
Staples Business Advantage	Office & Operating Supplies	\$ 25,000	\$ 25,000	\$ -	\$ 24,904	\$ 13,069
Uline	Operating Supplies	\$ 25,000	n/a	\$ 25,000	\$ 6,629	\$ 15,385
North Bend Auto Parts (NAPA)	Supplies for Vehicles, Equipment Repair & Maintenance	\$ 25,000	\$ 25,000	\$ -	\$ 18,753	\$ 12,194





# City Council Agenda Bill

SUBJECT:	Agenda Date: September 17, 2024	AB24-093
<b>Resolution Authorizing the Change of Authorized Representative for Local Government Investment Pool (LGIP)</b>	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
Cost Impact: N/A	Finance – Martin Chaw	X
Fund Source: N/A	Public Works – Mark Rigos	
Timeline:		
<b>Attachments:</b> Resolution		
<b>SUMMARY STATEMENT:</b>		
The City of North Bend utilizes the Local Government Investment Pool (LGIP) to invest available funds. The LGIP is a pooled investment account managed by the Washington State Treasurer and is used by all 39 counties, 229 cities/towns, 160 taxing districts, and other districts, colleges, and state agencies. The Treasurer requires a resolution approved by the City Council to establish an authorized individual to make alterations to the City of North Bend's account within the LGIP.		
The existing resolution on file with the Treasurer lists the City's previous Finance Director. Council approval of the attached resolution will update to the current Finance Director.		
The attached resolution authorizes the change of the individual who shall be authorized to approve all amendments, changes or alteration to any documentation, including the designation of other individuals to make contributions and withdrawals on behalf of the City.		
<b>APPLICABLE BRAND GUIDELINES:</b> Economic viability/balanced budget		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was reviewed by the Finance & Administration Committee at their September 10, 2024 meeting with a recommendation for approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB24-093, a resolution authorizing the change of authorized representative for the Local Government Investment Pool (LGIP).</b>		
<b>RECORD OF COUNCIL ACTION</b>		
Meeting Date	Action	Vote
September 17, 2024		



# RESOLUTION

## **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE CHANGE OF AUTHORIZED REPRESENTATIVE FOR THE LOCAL GOVERNMENT INVESTMENT POOL (LGIP)**

**WHEREAS**, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

**WHEREAS**, from time to time it may be advantageous to the City of North Bend, the “governmental entity”, to contribute funds available for investment in the LGIP; and

**WHEREAS**, the investment strategy for the LGIP is set forth in its policies and procedures; and

**WHEREAS**, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City Council of the City of North Bend, the “governing body” or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

**WHEREAS**, the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

**WHEREAS**, the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

**WHEREAS**, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein;

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of North Bend, Washington does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

**BE IT FURTHER RESOLVED** that the governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by Martin Chaw, Finance Director and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

**BE IT FURTHER RESOLVED** that the governmental entity designates Martin Chaw, Finance Director, or his successor, as the “authorized individual” to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

**BE IT FURTHER RESOLVED** that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual’s instructions until such time as said notice has been provided.

**BE IT FURTHER RESOLVED** that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual’s delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

**BE IT FURTHER RESOLVED** that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>TH</sup> DAY OF  
SEPTEMBER, 2024.**

**CITY OF NORTH BEND:**

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**Mary Miller, Mayor**

**APPROVED AS TO FORM:**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

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**Susie Oppedal, City Clerk**



## City Council Agenda Bill

SUBJECT:	Agenda Date: September 17, 2024	AB24-094
Resolution Adopting the City's Amended Personnel Manual	Department/Committee/Individual Mayor Mary Miller City Administrator – David Miller City Attorney – Kendra Rosenberg City Clerk – Susie Oppedal Comm. & Economic Development-Rebecca Deming Finance – Martin Chaw Public Works – Mark Rigos Administrative Services – Lisa Escobar	
Cost Impact: N/A (Personnel Manual Adoption)		
Fund Source: N/A		
Timeline: Immediate		X
<b>Attachments:</b> Resolution; Exhibit A - City Personnel Manual		
<b>SUMMARY STATEMENT:</b>		
<p><b>Background.</b> In 2000, the City Council approved the adoption of the North Bend Personnel Manual which provides rules and regulations to facilitate efficient service to the public and to provide a personnel management system with the City government (“Personnel Manual”). The Personnel Manual, adopted in 2000, has been amended and revised at various times with the most recent amendments occurring in May of 2020. Due to the number of changes in laws and language since 2020, the City decided a complete overhaul of the Personnel Manual was preferable to adopting further amendments.</p>		
<p><b>Resolution.</b> The attached Resolution and Exhibit A (Personnel Manual) sets forth the City's updated policies and procedures for City personnel in compliance with current laws.</p>		
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent Delivery of Quality Services		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was reviewed by the Finance & Administration Committee at their September 10, 2024 meeting with a recommendation for approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB24-094, a resolution adopting the City's Amended Personnel Manual.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
Meeting Date	Action	Vote
September 17, 2024		



# RESOLUTION

## A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING THE CITY'S AMENDED PERSONNEL MANUAL

**WHEREAS**, pursuant to the City of North Bend Municipal Code the City Council must adopt by resolution personnel related policies; and

**WHEREAS**, the Administrative Services Director, under the direction of the City Administrator, is charged with periodically reviewing the existing personnel policies for compliance with legislation, policy and best practices; and

**WHEREAS**, laws, policies and practices have changed since the currently in effect Personnel Manual was adopted in 2000 and last amended in 2020; and

**WHEREAS**, the City of North Bend desires to treat City employees in a fair, dignified and equitable manner;

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

**Section 1.** The City's updated Personnel Manual, a true and correct copy of which is attached hereto as Exhibit A, is adopted and shall supersede all prior Personnel Manuals.

**Section 2.** This resolution is effective immediately upon its enactment by the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>TH</sup> DAY OF  
SEPTEMBER 2024.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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**Mary Miller, Mayor**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:

Posted:

---

**Susie Oppedal, City Clerk**





# **CITY OF NORTH BEND**

## **PERSONNEL POLICIES**

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## **Section 1 – General Provisions**

### **1.1 Purpose**

The objective of these guidelines is to facilitate efficient service to the public and to provide a personnel management system within the City government that clarifies and ensures the rights and responsibilities of all employees in an equitable and uniform manner.

These guidelines will apply to all City employees, and will not apply to elected officials, volunteers, or independent contractors.

The City has collective bargaining agreements with Teamsters 763. In the instances where personnel policies and procedures conflict with collective bargaining agreements, the provisions of the labor contract will govern.

The intent of these guidelines is to recognize that the City will employ the most suitably qualified persons available; that tenure of every employee shall depend upon the need of the work performed, availability of funds, effective performance, appropriate conduct, and continuing fitness for a position; that each employee will be prepared and expected to perform at an optimum level; and that no appointment to, promotion to, removal from, or discipline in any position in the City shall be influenced because of the employee's or applicant's race (inclusive of traits historically associated or perceived to be associated with race, including hair texture and hairstyle), color, religion, sex, national origin, citizenship or immigration status, age (over 40), marital status, parental status, sexual orientation, gender identity, pregnancy, disability, veteran's status, or any other bases prohibited by applicable Federal, state or local laws.

This manual is a general informational guide to the City's current employment guidelines. The City reserves the right to amend, delete, supplement, or rescind any of the provisions of this manual, as well as other City guidelines and practices, whether informal or formal and including those not contained in this document, as the City deems necessary and appropriate, without advance notice. These guidelines will not be construed to create contractual rights or any type of promise or guarantee of specific treatment upon which any employee may rely. The City also reserves the right to deviate from these guidelines in individual situations to achieve its primary mission of providing orderly and cost-efficient services to citizens.

### **1.2 Scope**

In cases where these guidelines conflict with collective bargaining contracts and agreements duly agreed upon between authorized employee organizations or unions and the City, the provisions of those specific sources of employee's rights and responsibilities will govern. In all other cases these guidelines will apply.

## 1.3 Definitions

When used in this Manual, the following terms have these meanings ascribed to them:

**Anniversary Date** - The most recent date of hire with the City in a Regular Full-Time or Regular Part-Time position (including the Employee's Probation period) for vacation accrual and longevity. For pay increases, the anniversary date is the most recent date in a new position.

**Applicant** – A person applying for an employee position with the city of North Bend.

**"At-Will"** – An Employee who may be discharged with or without cause, due process, notice or a hearing. Non-Represented or Probationary Employees are "At-Will" Employees.

**Classification** – A group of positions sufficiently similar in nature, duties, responsibilities, knowledge, abilities, skills, and other qualifications to permit combining them within a single job title for purposes of wages and selection.

**Collective Bargaining Agreement** – A contract covering employees represented by a labor union or guild.

**Demotion** – The assignment of an employee, voluntarily or involuntarily, to a job classification generally having less responsibility and salary in a lower pay range.

**Department Head** – The supervisor, manager, or director, as applicable, of a particular department of the City. This also means the City Manager for employees who directly report to the City Administrator.

**Domestic Partner** – The individual named in a current, valid Affidavit of marriage or Domestic Partnership on file with the City's Human Resources Department.

**Familial Relationship** - includes any relationship wherein two (2) people reside together as if they were married or are registered domestic partners

**Employee Status Types:**

**Probationary** – The initial 6 calendar months of employment, "Probation," is considered a continuation of the selection process. During this period, the employee's work is still being evaluated and the employee may be discharged at any time without recourse to an appeal procedure. At-Will employees remain At-Will and gain no additional rights after any probationary period.

**Regular** – The period of employment after completion of the probationary period. Seasonal or temporary positions do not have a probationary period.

**Regular Full-Time** – An employee hired to work a 40-hour week in a regular position, which is established by the City budget and expect to be an ongoing position.

**Regular Part-Time** – An employee hired to work an average of at least 15 but fewer than 40 hours per week in a regular position established by the City budget, which is expected to be an ongoing position.

**Temporary** – A position authorized to work on a special project or during peak workloads. Employment may be up to 40 hours per week and is dependent upon the needs of the project or

peak workload as determined by the City. If a temporary position has worked 20 hours or more per week for six months, and the City considers extending said temporary position, Human Resources will review benefit policies for potential eligibility thresholds with the Department Head.

**Seasonal** – An employee hired into a position for which the annual employment is for a specified period of time, typically March through October, not to exceed four months.

**Exempt** – An employee exempt from overtime provisions of the Fair Labor Standards Act (FLSA). A list of Exempt positions is maintained by Human Resources.

**Non-Exempt** – An employee covered by the overtime provisions of the FLSA.

**Non-Represented** – Employees not represented by a labor union for purposes of establishing wages, hours, and conditions of employment.

**Salaried** – A position that is exempt from overtime provisions of FLSA.

**Insubordination** – Expressed hostility or contempt for an employee's supervisor or willful or demonstrated disregard of a supervisor's reasonable directive or written City policy.

**Personnel Policy Manual** – The compilation of all policies and procedures contained in this document as adopted and as may be amended, and those policies and procedures that are incorporated by reference in this Manual.

**Policy - Level Officers** -means a department director or an elected official of the City or of any agency or organization with whom the City deals.

**Step Increase Date** – Based on date hired or promoted to position, used for the purpose of performance reviews and step increases.

**Standby** – Specific assignment of an employee during off-hours to be available to come to work if needed.

**Suspension** – Temporary removal from employment without pay.

**Transfer** – The assignment of an employee from one position to a different proposition within the same Classification or similar Classification with the same salary range and having similar qualification, usually in relation to issues such as nepotism, workplace dating, FMLA and other accommodations.

**Volunteer** – A person who volunteers their time and services to the City of North Bend without any present or future expectation of compensation. "Volunteer" includes appointees to City boards and commissions.

**Work Week** – A fixed and regularly recurring period of seven consecutive 24-hour periods. The standard Work Week for employees consists of the period from 12:00 a.m. -Sunday to 11:59 p.m. the following Saturday. Different work schedules may be established by the city or by bargaining agreements to meet job assignments and provide necessary City services.

## **Section 2 – General Policies & Practices**

### **2.1 Equal Employment Opportunity**

The City employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of merit, qualifications, and competence. This policy is applied without regard to any individual's sex, race, color, religion, national origin, age, sexual orientation, marital status, pregnancy, political ideology, and/or veteran status.

The City will not discriminate against applicants or employees with a sensory, physical or mental impairment, unless the impairment cannot be reasonably accommodated and prevents proper performance of the essential duties and responsibilities of the job. In order to provide reasonable accommodation, the City may communicate with the applicant/employee and his/her medical providers to gain a better understanding of the limitations and the means by which an accommodation would allow the employee to perform the essential functions of the position. Such communications with medical providers will only occur after the employee or applicant has given written consent.

The City will work to preserve the safety of all its employees and reserves the right to reassign employees or take other actions, including discharge, when a health or safety risk to fellow City employees or the public exists.

The City will not discriminate against any applicant or employee who sincerely holds religious beliefs or practice. The City would consider reasonable accommodations for religious beliefs or practice that may conflict with job performance, schedule or attire to the extent that they can be provided without undue hardship to the City.

The City of North Bend abides by all federal, state, and local statutes, regulations, and laws regarding Equal Employment Opportunity, such as, the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD). Anyone who believes that he or she has been subject to or witnessed a violation of this policy should promptly report the matter to his/her supervisor, the City Administrator, or the Mayor. The City of North Bend will promptly initiate an appropriate investigation as soon as it is made aware of the complaint. Complaints will be kept confidential and disclosed only as necessary to investigate and act on the investigation or as required by applicable law. Prompt and effective corrective action, up to and including termination of employment, shall be taken against anyone found to have violated this policy. The City of North Bend expressly prohibits any retaliation against any Employee or other individuals who make complaints or provide information about possible violations of this policy.

### **2.2 Anti-Harassment, including Sexual Harassment**

It is the City's policy to foster and maintain a work environment that is free from discrimination and intimidation. The City will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an

intimidating, hostile or offensive working environment. Employees are expected to always show respect for each other and the public, despite individual differences.

Harassment - Harassment encompasses unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status, such as sex, sexual orientation, gender identity, color, race, ancestry, religion, national origin, age disability, marital status, veteran or military status, citizenship status or other protected group status. the following list of examples of prohibited conduct is intended to be illustrative but not all-inclusive:

- a) Verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public.
- b) Slurs or demeaning comments to employees or members of the public relating to race (inclusive of traits historically associated or perceived to be associated with race, including hair texture and hairstyle), color, religion, gender, national origin, citizenship or immigrations status, pregnancy, age (over 40), marital status, sexual orientation, gender identity, disability, veteran's status, or any other characteristic protected by law.

Sexual Harassment - Sexual harassment is also a form of unlawful discrimination. Sexual harassment is inappropriate and offensive and will not be tolerated by the City. Examples of prohibited conduct include but are not limited to:

- a) Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances or propositions, blocking a person's movements or invading personal space;
- b) Verbal harassment of a sexual nature, including but not limited to lewd comments, sexual jokes or references, and offensive personal references;
- c) Demeaning, insulting, intimidating, or sexually suggestive comments about an individual;
- d) The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, cartoons, or photographs;
- e) Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages;
- f) Solicitation or coercion of sexual activity, dates, or the like with the implied or express promise of rewards or preferential treatment;
- g) Intimidating, hostile, derogatory, contemptuous, or otherwise offensive remarks that are directed at a person, a person's family or physical safety because of that person's gender, whether the remarks themselves are sexual in nature, where the remarks cause discomfort or humiliation and interfere with the performance of the employee's duties.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct also constitute sexual harassment when:

- a) It is part of a manager's or supervisor's decision to hire or fire.
- b) It is used to make other employment decisions like pay, promotion, or job assignments.
- c) It creates a hostile, offensive, or intimidating environment.

## **2.3 Anti-Workplace Bullying**

Workplace bullying can be defined as (1) abusive conduct that is threatening, humiliating, or intimidating; (2) actions that interfere with others' work (e.g., sabotage) or prevent work from getting done; or (3) verbal abuse. Workplace bullying will not be tolerated. Examples of the type of behavior that can constitute bullying include:

- Threatening or intentionally intimidating someone, such as violence and blackmail;
- Shouting or raising your voice in public or in private;
- Not allowing someone to speak or express himself (e.g., ignoring or interrupting);
- Hurling personal insults, using obscene gestures, and using offensive nicknames; and
- Publicly humiliating someone in any way (e.g., spreading rumors or hazing).

Bullying includes any words or actions that make an employee feel uncomfortable, threatened, or intimidated. The City is committed to ensuring that employees feel safe at work and that minor conflicts don't escalate to an uncontrollable level. Bullying leads to low morale, poor performance, and high turnover. But it's also important to note that a large proportion of workplace violence is carried out by employees who were bullied or hazed, which creates an antibullying culture.

## **2.4 Complaint Process: Discrimination, Harassment, Workplace Bullying or Retaliation**

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers and others, including the citizens they serve.

Any person who believes he or she is a victim of or who observes unlawful discrimination, harassment, or retaliation should clearly inform the person they believe to be acting inappropriately that the behavior is inappropriate, offensive, unwelcome, and should immediately cease. If informing that person of the unwelcome behavior does not work or if the complainant is uncomfortable confronting the offending individual, the complainant must report the incident promptly in accordance with this section. The employee should report the incident promptly, either verbally or in writing to the Human Resources Manager or Administrative Services Director. If the employee believes the Human Resources Manager or Administrative Services Director is involved, the report should be directed to the City Administrator or the Mayor. Any department directors or supervisors who receive reports from other employees will immediately communicate the information to the Human Resources Department or City Administrator.

The City will conduct a prompt and thorough investigation. The City will determine the selection of the investigator, level of formality, and the procedures used in the investigation based upon the nature of the allegations and circumstances of the situation. Confidentiality will be maintained throughout the investigatory process to the extent practical and consistent with the City's need to undertake a full investigation. It may not be possible to maintain

confidentiality when the person subject to the complaint is provided with the opportunity to respond. As soon as it is reasonable, the investigative finding will be submitted to the City Administrator and Mayor. If the investigation shows the accused employee engaged in unlawful harassment or discrimination, appropriate disciplinary action will be taken, up to and including termination.

The City will not permit retaliation or discipline against anyone who makes a complaint in good faith or who cooperates in an investigation of a harassment or discrimination complaint.

The City can take prompt action to stop the behavior only when it knows it's occurring. The investigation and any actions against the person engaging in the harassment can only be done when the complaining party cooperates.

Supervisors have a duty to inform Human Resources, the City Attorney or the City Administrator if they witness sexual harassment or discrimination, receives a complaint, or otherwise becomes aware of harassment or discrimination.

The City will take appropriate action if the City finds the accused person did engage in harassing or discriminatory behavior/actions, but that behavior doesn't need to constitute harassment or discrimination to warrant discipline. Additionally, because discipline is confidential, the complaining party may not always know the specific action taken in response to a complaint.

## **2.5 Drug-Free Workplace**

Based on the Federal Drug-Free Workplace Act, the manufacturing, distribution, dispensation, possession, or use of unlawful drugs or alcohol on City premises, in City vehicles, or during work hours by City employees is prohibited. An employee who uses unlawful drugs, alcohol, or other controlled substances but whose use impairs the employee's work performance, poses a threat in the public confidence, or is a safety risk to others, may also be disciplined and/or terminated.

Although marijuana is now legal under Washington State law in certain circumstances for recreational or medical use, it is still illegal to possess, use, or distribute marijuana under Federal law, although the Federal government is currently considering rescheduling marijuana from Schedule 1 to Schedule 3. This will not decriminalize it, but the change would acknowledge it has some beneficial medical use and has less potential for abuse than other drugs. The City considers possession of marijuana, use of marijuana, or being under the influence of marijuana at work a violation of the City's drug free workplace policies.

Employees must notify their department directors within five (5) days of any drug or alcohol related conviction.

The City of North Bend strictly prohibits the following:

- a) Testing positive for drugs. An alcohol concentration of .04 or higher is considered a positive test.

- b) The use, possession, manufacture, distribution, dispensing, transfer or trafficking of alcohol or drugs and their paraphernalia in any amount of any manner on City premises, in City vehicles or while on duty at any time.
- c) Operating a City vehicle, bicycle, or electric bicycle after consuming any amount of alcohol, an illegal drug, or a prescription drug in violation of the prescribed dosages.
- d) The unauthorized use or distribution of prescription drugs on City premises, in City vehicles or while on duty at any time.

Employees using medically prescribed or over the counter drugs which might impair their fitness of duty must notify their department director prior to beginning work. At the option of the department director, an employee may be reassigned to less hazardous duty or be placed on sick leave if impaired work performance might pose a threat to the public confidence or to the safety of the employee or others.

Violation of this policy can result in disciplinary action, including termination.

## **2.6 Workplace Violence**

The City is committed to providing a safe workplace for its employees, guests, and the public. Threatened or actual workplace violence is strictly prohibited. This includes, but is not limited to, any of the following conduct occurring in or around the workplace, or otherwise related to employment:

- a) Threatening injury or damage to a person or property.
- b) Fighting or threatening to fight with another person.
- c) Threatening to use a weapon (an instrument or device of any kind, such as a firearm or knives,) to inflict bodily harm or injury, or to establish fear simply due to its presence on the scene unless the weapon is required to fulfill the employee's job duties, such as those of a police officer.
- d) Abusing or damaging property
- e) Using obscene or abusive language or gestures in a threatening manner.
- f) Raising voices in a threatening manner.

Due to the potential for misunderstanding, joking about any of the above misconduct is also prohibited.

Any employee who violates this policy will be subject to corrective or disciplinary action, up to and including termination.

Reporting Workplace Violence -Employees should immediately report threats or incidents of workplace violence to their supervisor, department director, City Administrator or Mayor. If the act or altercation constitutes an emergency, call 911. The police department should be notified immediately in case of a threat of or the actual commission of a crime. In the event of imminent danger to persons or property, employees should take immediate action to safeguard

themselves. At no time should employees place themselves in harm's way to protect vehicles or property.

Even without an actual threat of violence, employees should report any behavior they have witnessed which they may regard as a real or perceived threat of violence. Incident reports are to be completed, as appropriate.

Department directors and, in the case of criminal actions, City law enforcement is responsible for responding to and investigating potential or violent situations. Employees detecting situations where they believe an employee represents a workplace violence concern should contact their supervisor, department director, City Administrator or Human Resources Department prior to addressing a potential workplace violence situation. The specific circumstances applicable to the situation will determine the intervention and disciplinary approach to be taken.

Verbal Abuse or Physical Threats from Public - While the City has a strong commitment to customer service, employees are not expected to be subjected to verbal abuse or physical threats from the public. Rather, the employee should excuse him/herself and report the situation to a supervisor who will handle the situation from that point. Supervisors will discuss the situation with the appropriate department director and/or the City police.

Protection or No Contact Order - If an employee has filed or has been served a protection or no contact order which would restrict his/her ability to perform his/her assigned duties or be at a City work location, the employee shall report the matter to his/her supervisor, department director, Human Resources Manager, and the City Administrator. The City will consider possible job modifications and the overall safety interest of the general workforce and the public when determining an appropriate course of action.

Survivors and Personal Information - Employees who are survivors of domestic violence, sexual assault, harassment, or stalking are exempt from disclosing personal information regarding their phone number, address, or place of work. This designation can be housed with HR and available to public records staff to check against when a request for employee information is received.

Firearms or Other Dangerous Weapons on City Property - Except for commissioned law enforcement personnel, City employees are prohibited from carrying dangerous weapons onto City property or in City vehicles. For the purposes of this policy, "dangerous weapons" includes firearms and other dangerous weapons under RCW 9.41.300 (Weapons prohibited in certain places - Local laws and ordinances – Exceptions – Penalty), and RCW 9.41.305 (open carry of weapons prohibited on state capitol grounds and municipal buildings). Staff who have weapons are required to keep weapons secured in their personal vehicles in a locked box.

Theft or Damage to Personal Belongings - The City cannot assume responsibility for any theft or damage to the personal belongings of City employees. Therefore, the City requests that employees avoid bringing valuable personal articles to work. Employees are solely responsible

for ensuring that their personal belongings are secure while at work. Employees should have no expectations of privacy as to any items or information brought to the workplace generated/stored on City systems. Employees are advised that work-related searches of an employee's work area, workspace, computer, and electronic mail on the City's property may be conducted without advance notice. Employees who do not consent to inspection may be subject to discipline, up to and including immediate termination.

## **2.7 Whistleblower Policy and Procedures**

In accordance with RCW 42.41, the City's policy (1) encourages reporting by its employees of improper governmental action taken by the City of North Bend officials or employees and (2) protects City employees who report improper governmental actions in accordance with the City's policies and procedures.

Definition of Improper Governmental Action - "Improper governmental action" means any action by a City officer or employee:

1. That is undertaken in the performance of the officer's or employees' official duties, whether the action is within the scope of the employee's performance; and
2. That is in (a) violation of any Federal, state, or local law or rule; (b) an abuse of authority; (c) of substantial and specific danger to public health or safety; or (d) a gross waste of public funds.

"Improper governmental action" does not include personnel actions, including employee grievances, complaints, appointments, promotions, transfers, assignments, reassessments, reinstatements, restorations, re-employments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of Civil Service rules, alleged violations of labor agreements or reprimands.

Reporting Procedures for Improper Governmental Action -

1. City employees who become aware of improper governmental actions shall make a written report to their supervisor or department director. The written report shall state in detail the basis for the employee's belief that an improper governmental action has occurred. If the employee reasonably believes that the improper governmental action involves his or her supervisor, the employee will make the written report to the department director. If the employee reasonably believes that the improper governmental action involves the department director, the employee shall make the written report directly to the City Administrator.
2. In the case of an emergency, where the employee believes in good faith that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action.

3. The supervisor, department director, or the City Administrator shall take prompt action to assist the City in properly investigating the report of improper governmental action. City officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law unless the employee authorizes the disclosure of his or her identity in writing. After the investigation has been completed, the employee reporting the alleged improper government action shall be provided a written summary of the results of the investigation, except that personnel actions taken because of the investigation may be kept confidential to the extent allowable by law.
4. After receiving a summary of the results of the investigation, if the employee reasonably believes that (a) an adequate investigation was not undertaken by the City, (b) insufficient action has been taken by the City to address the improper governmental action, or (c) for other reasons the improper governmental action is likely to reoccur, then the City employee may report information about the improper government action directly to the appropriate governmental agencies. The agencies to which the employee may wish to report is provided below.
5. A City employee who fails to make a good faith attempt to follow these procedures in reporting improper governmental action shall not receive the protections provided by the City in these procedures.

### Investigation and Enforcement Responsibilities

The following is a partial list of government agencies responsible for investigating and/or enforcing Federal, Washington State, and local laws pertaining to various forms of improper governmental action

King County Prosecuting Attorney  
King County Court House  
516 Third Avenue, Room W554  
Seattle, WA 98104-2362  
Main Office: 206-296-9000

Office of the Attorney General  
1125 Washington Street SE  
Olympia, WA 98504  
360-753-6200

State Auditor's Office  
Insurance Building  
Capitol Campus P.O. Box 40021  
302 Sid Snyder Avenue SW  
Olympia, WA 98504-0021  
360-902-0370  
866-902-3900

Washington State Department of Transportation  
Washington Division Office  
310 Maple Park Avenue SE  
P.O. Box 47300  
Olympia WA 98504-7890  
360-236-4030

Washington State Department of Labor and Industries  
7273 Linderson SW  
Tumwater, WA 98501-5414  
P.O. Box 44000  
Olympia, WA 98504-4000  
360-902-5800

Washington State Department of Ecology  
3190 160<sup>th</sup> Avenue SE  
Bellevue, WA 98008  
425-649-7000

Washington State Department of Health  
111 Israel Road SE  
Tumwater, WA 98501  
360-236-4700  
P.O. Box 47890  
Olympia, WA 98504-7890

Protection Against Retaliatory Actions -

1. City officials and employees are prohibited from taking retaliatory action against a City employee because he or she has in good faith reported an improper governmental action in accordance with this policy.
2. Employees who believe they have been retaliated against for reporting an improper governmental action are encouraged to follow the reporting procedures outlined above. The City shall take appropriate action to investigate and address complaints of retaliation.
3. In order to obtain protection under state law, the employee must provide a written notice to the city Administrator (or to the Mayor if the charge is against the City Administrator) within thirty days.
4. The City Administrator shall respond to the charge of retaliatory action and request for relief within thirty days.
5. After either (a) the employee receives the response of the City Administrator, or (b) thirty days have passed since the employee delivered the complaint of retaliation to the City Administrator has not received a response, the employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief. An employee seeking a hearing shall deliver the request for

the hearing to the Mayor or City Administrator within the earlier of either fifteen (15) days after the City Administrator delivers his or her response to the charge of retaliatory action, or forty-five (45) days after the employee delivers the charge of retaliation to the City Administrator.

6. Within five working days of receipt of the request for hearing, the City shall apply to the state office administrative hearings for an adjudicative proceeding before an administrative law judge.

### **Section 3- Employment Practices**

The City seeks to hire a fully qualified candidate for each position. It is the responsibility of the Administrative Services Director and Human Resources Manager to oversee the selection process designed to meet current and projected employment needs. Hiring recommendations are made by the department director which are confirmed by the City Administrator except for positions that are appointed by the Mayor and approved by the City Council. At the discretion of the City Administrator and Mayor, exempt positions may be filled on a non-competitive basis.

The City is committed to equal employment. Recruiting practices are conducted solely based on ability, qualifications, and competence. These qualities shall be determined through impartial evaluation of the following:

- a) The applicant's level of training, education, and fitness relative to the requirements of the position for which applied;
- b) The results of an oral interview; and
- c) The results of the written examination when deemed advisable by the hiring department and in concurrence with the Human Resources Manager or designee.

#### **3.1 Seasonal and Temporary Employees**

A seasonal employee shall not be employed for more than four (4) consecutive months. A temporary employee working in relief of a regular employee on leave (personal or medical leave) may, at the discretion of the City fill the position for the duration of the employee's leave. The employer shall not employ more than four (4) seasonal and temporary employees at any one time.

Seasonal and temporary employees shall not be utilized for callbacks, weekend work or overtime except in an emergency when bargaining unit employees are not available.

#### **3.2 Recruitment Process**

Department directors who seek to fill a job vacancy shall meet with the Human Resources Manager. Prior to recruitment for the vacancy, the request must be approved by the Administrative Services Director or designee, the Finance Director or designee, and the City Administrator.

The department director or designee, in consultation with the Human Resources Manager will establish procedures and selection criterion for selecting the most qualified candidates from a pool of internal or external applicants for a vacant position. Selection criterion will be designed to measure each applicant's qualifications, experience, and ability to perform the duties and responsibilities for the vacant position as described by the job description requirements.

The department director or designee is responsible for pre-screening applicants based upon the selection criteria. The department director or designee will forward those applicants selected for an interview to the Human Resources Manager so that interviews may be scheduled.

Recruitment announcements shall be publicized for any necessary period on websites and by such other means as both the department director and Human Resources Manager or designee agree as appropriate. Announcements shall specify the title, rate of pay, duties to be performed and qualifications for the job and other pertinent information related to the available position.

To facilitate staffing needs for the City Human Resources or the hiring department may identify qualified candidates interested in City employment and establish an eligible list from previous recruitments according to the following guidelines;

- a) The position for which the list of eligible candidates is established is vacant and approved for restaffing within six (6) months from the date of filling the position which the eligible candidates previously applied.
- b) The list of eligible candidates shall reflect only those applicants found to be qualified and acceptable for employment during a previous selection process.

Pre-employment examinations may be administered to test the qualifications and ability of applicants, as determined necessary. The City may contract with any competent agency or individual to prepare and/or administer examinations.

After the conditional employment offer is made, reference checks, criminal background checks and verification of United States citizenship status will be completed by the Human Resources Department.

If the background investigation discloses misrepresentation or unfavorable information, the conditional offer will be withdrawn, or the employee will be terminated. In addition, if disabilities are disclosed that cannot be reasonably accommodated, the conditional offer will be withdrawn, or the employee will be terminated.

Residency within the City shall not be a condition of initial appointment or continued employment; provided, however, an employee's selection of residence shall not interfere with the daily performance of duties and responsibilities (RCW 41.08.075 and 41.12.075).

Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid Washington State driver's license and a driving record free from frequent and serious violations with any necessary

endorsements. Official driving records shall be obtained at the employee's expense and provided by applicants at the time of application if requested. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving.

Applications for Employment - Application for employment shall be made in a manner prescribed by the City Administrator or Human Resources Manager. Application forms shall require information on specific job experience and training and shall contain questions designed to obtain job-related information. Applications must be fully completed and submitted electronically by the applicant being considered for any position. Resumes may supplement, but not replace, the City's official application form.

If an applicant is employed and it is found that the employee provided false or misleading information, the employee is subject to immediate termination.

### **3.3 Personnel Records**

The Human Resources Manager shall maintain a personnel record for each employee. Such records will show the employee's name, title of position held, the department to which it was assigned, salary, change in employment status, training received, and such other information as may be considered pertinent. Each department director will be responsible for forwarding documents for inclusion in personnel files of employees assigned to their departments.

Employee records shall be considered confidential and shall be accessible only to the employee, and such other officials who have a need to know the information involved, and as may be authorized by the Human Resources Manager. Portions of personnel records on an employee, such as records of disciplinary sanctions, may be subject to disclosure under State public record requirements. The City will attempt to preserve the confidentiality of personnel files to the extent permitted by State law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without a written request for specific information or authorization from the employee.

An employee may request removal of irrelevant or erroneous information in the employee's personnel file. If an employee's request to remove information is denied, the employee may file a written rebuttal statement to be placed in the employee's file.

It is the obligation of a former or current employee to provide his/her current contact information to the department, Finance Department and City's Human Resources office.

### **3.4 Temporary Appointments**

Appointments to City employment on other than acting or regular basis shall be considered temporary. Such temporary appointments shall be allowed only as follows:

- a) As substitution for a regular appointee who is absent from a position;

- b) When it is impossible to make a regular appointment to the position due to recruitment difficulties;
- c) Where budget appropriations provide only for temporary or seasonal employment; and/or
- d) During a state of disaster or emergency.

Temporary appointees are at-will positions that may be terminated without cause and without right of appeal by the department director. No temporary appointment shall exceed one year in duration.

### **3.5 Probationary Period**

The probationary period is part of the selection process. The standard probationary period for newly hired and promoted employees shall be six (6) months. During the probationary period the employee serves as an at-will employee and may be terminated without cause and without right of appeal. The probationary period may be extended for up to six (6) additional months by the department director with approval of the City Administrator. The City Administrator or department director will notify the Human Resources Manager in writing of the extension or shortening of the probationary employee's status.

No probationary employee shall become a regular employee without first having been certified to regular employment status. Upon the completion of a probationary period the department director shall complete an evaluation and forward it to the Human Resources Manager.

Successful completion of the probationary period does not guarantee continued employment or otherwise limit the City's ability to discipline or terminate the employee.

The department director, with the approval of the City Administrator, in each case may determine that the probationary employee is eligible for salary adjustment based on probation period performance. The guidelines shall be established at the time of hire

### **3.6 Nepotism**

There are certain situations where the City may restrict or prohibit the employment of spouses, registered domestic partners, and other persons with whom the employee has a familial relationship. The following are examples of such situations:

- a) When one person has the authority or practical power to supervise either directly or indirectly, appoint, remove, or discipline the other.
- b) When one person would be responsible for auditing the work of the other.
- c) When other circumstances exist which place the people in a situation of actual or reasonably foreseeable conflict between the City's interests and their own.

Where, to avoid the reality or appearance of improper influence or favor, or to protect its confidentiality, the City must limit the employment of close relatives or policy-level officers of the City's customers, regulatory agencies, or others with whom the City deals.

When a situation arises due to marriage, the creation of a registered domestic partnership, a change in living arrangements or a familial relationship, the City may transfer one of the employees to another department or demote or terminate one of the employees. The employee to be transferred, demoted, or terminated shall be chosen by the individuals involved. If the individuals fail or refuse to choose between them within 30 days, the City may transfer, demote or terminate one of the employees based on its decision whose skills, qualifications and performance are most essential to the City.

### **3.7 Resignation**

An employee wishing to leave the City service in good standing shall provide the director with a resignation letter which shall include the employee's last day of employment. Failure to provide a minimum of two (2) weeks' notice may render the employee ineligible for rehire. The department director shall forward a copy of the resignation letter to the Human Resources Manager.

If an employee who has previously resigned is hired back by the City within 90 days of leaving employment, benefits, accruals, and seniority will commence at the accrual rate the employee was receiving prior to leaving employment. If an employee returns to employment and is hired after 90 days of leaving employment, accrual rates will be set as a newly hired employee unless the City Administrator authorizes a different accrual rate. Requests to the City Administrator must be submitted within the first thirty days of re-employment.

### **3.8 Exit Interview**

An exit interview may be conducted with an employee leaving the City by the City Administrator or Human Resources Manager. The purpose would be to gain information which will improve or enhance present operating procedures.

### **3.9 Layoffs, Reinstatement and Benefits**

The City Administrator may lay off regular employees for lack of work, budgetary restrictions, organizational changes or as determined to be necessary by the City Administrator. The employee is to be given 10 working days' notice except in extreme situations before such a layoff is to take effect.

Lay-Offs - In determining who in any classification is to be laid off, consideration should be given first to individual performance, conduct, and qualifications required for the work that must be done or per the collective bargaining agreement.

Reinstatement - If the employee being laid off possesses a good service record, the employee may request that the employee's name be placed on a reinstatement list according to the employee's job class, performance and seniority. The list shall be maintained for one year.

When reinstatement or return to work is granted under the provisions of the Collective Bargaining Agreement for those in the bargaining unit, the City shall provide written notice to

the last known address of the employee. Consideration for reinstatement of all former employees shall be in the order of the date of the layoff. This list will be good for one (1) year from the date of the layoff. It is the responsibility of the former employee to provide the City with a current mailing address during the one-year period from the date of the layoff.

Under reinstatement, benefits shall be re-instated as follows:

- a) Probationary Period -will be waived if previously completed. If not previously completed, the employee must complete remaining probationary time.
- b) Vacation leave accruals -prior accrual rates reinstated.
- c) Sick Leave – balance not cashed out reinstated.

Reinstatement when demoted, suspended or dismissed - Employees who have been demoted, suspended, or dismissed may be reinstated to their former position upon successful appeal. In such an event, the employee shall be entitled to full compensation for all lost time, less any amounts earned or could have been earned with reasonable effort, and with full restoration of all other rights and conditions of employment.

### **3.10 Promotional Incentive**

The Mayor or City Administrator, on a case-by-case basis and within full discretion, may provide an additional monetary consideration to an employee to accept a new position with greater authority and responsibility. This additional consideration would be provided in a lump sum within the next pay period following the start date of the new assignment. The additional monetary consideration may be up to but shall not exceed 10% of the employee's new level of salaried compensation. This provision applies to all exempt employees of the City of North Bend. Receiving additional monetary consideration, as described in this section, does not impact, or lessen the probationary period. Employees receiving additional monetary consideration will be subject to the terms and conditions of probation in their new job assignment.

### **3.11 Relocation**

A hiring department, to secure a highly desirable candidate, may find it appropriate to offer reimbursement for moving expenses and/or relocation costs. A department desiring to make such an offer should first obtain approval from the City Administrator. The amount of the relocation shall be determined by the City Administrator as funds are available in the adopted budget and memorialized in the hire letter.

The newly hired individual must submit receipts for expense reimbursement through the Finance Department. If the newly hired individual leaves employment before completing 3 years of service, the employee agrees to return to the City a pro-rata share equivalent to the months of employment with the City.

Period Employment

Required Reimbursement

0-12 months	100%
12-18 months	75%
18-24 months	50%
24-36 months	25%
After 36 months	0%

## **Section 4 – Employee Conduct and Expectations**

Due to the nature of their work, some divisions and departments will have different schedules. Those schedules shall be in accordance with the Fair Labor Standards Act (FLSA) and applicable collective bargaining agreements and shall be determined by the department directors.

### **4.1 Work Hours**

Work hours for staff are **generally** 7:30 – 5pm with a half-hour lunch Monday through Thursday. Work hours for staff on Fridays are **generally** 8:00- 12:00pm. Hours of work may differ depending on the location and needs of the department and must be approved by the director. City office hours for the public are 8:30am – 12:00pm and 1:00pm-4:30pm Monday – Thursday. City Hall is open from 8:30am – 12:00pm on Fridays. City Hall is closed from 12:00pm – 1:00pm for lunch. Department directors shall ensure that the service of each department is available during City Hall office hours. Departments may change hours for the public subject to approval by the City Administrator.

Where appropriate and when mutually agreed upon by an employee and the department director, a flexible work week schedule may be established. Flex schedules are based around an established period of work hours, excluding lunch and break periods. Such schedules shall not alter the regularly scheduled work week requirements absent the provision of a collective bargaining contract.

Remote work may be approved as an alternative work arrangement when appropriate for eligible employees. Remote work is appropriate for employees with extenuating circumstances, such as temporary transportation issues, medical issues or significant distance between home and work or a specific work project that is best suited for remote work. Remote work is not a right and is not guaranteed to be part of a regular schedule. The department director shall first have the responsibility to determine if an employee is eligible for remote work and has a qualifying circumstance. Prior approval of both the department director and the City Administrator shall then be required for an employee to work remotely. Equipment necessary to conduct remote work is available to be checked out by the IT manager. The City may randomly check to see if the employee is working on their computer and can expect the employee to be available to attend a Zoom or Teams meeting or be contacted by phone during work hours. Remote work may only be approved if the employee's remote work will not

negatively impact service delivery, customer service, or the overall function of the department work unit or other City work units. The City or employee may discontinue the remote work arrangement at any time without advance notice, however, the City will strive to provide at least five (5) working days' notice when possible.

An employee may work remotely up to two (2) calendar days per week. For the purposes of this requirement, a City holiday shall not be considered as a day working in the office. All other schedules are determined by the department director and City Administrator.

## **4.2 Attendance**

Employees are expected, as a condition of employment, to be at work or their appropriate work location during their regularly scheduled hours and workdays. Punctual and consistent attendance are essential elements of each job at the City. Supervisors are expected to maintain an accurate attendance record of each employee.

Unless extenuating circumstances prevail, employees who are unable to report for work on time must notify an appropriate supervisor as soon as they know they will be absent or tardy. If an employee is scheduled to begin work before any other employee arrives, a message must be left for the supervisor, reporting the reason for the absence or tardiness. If the absence continues beyond the first day, the employee shall notify the supervisor daily. (*See Section 7.5, Safe and Sick Leave*)

Unreported and/or Unauthorized Absence - Any unreported and/or unauthorized absence of an employee from work shall be deemed to be an absence without pay. Employees may be disciplined, up to and including termination, for failing to report to work without notice or with insufficient notice, for excessive absenteeism or tardiness, or for other attendance and tardiness problems.

An unauthorized absence from work for three (3) consecutive scheduled workdays shall be treated as "job abandonment" and considered a voluntary resignation not in good standing, unless the employee can provide justification for the absence that is acceptable to the department director and City Administrator. An employee submitting appropriate and acceptable justification may still be subject to disciplinary action for the absence, depending on the surrounding circumstances.

Emergency Conditions - Employees are expected to be at work even during inclement weather, and nonattendance will be counted as absence from work. An employee who is absent without authorization or notifying their supervisor may be subject to disciplinary action.

Should severe conditions (e.g., weather) occur which would require the Mayor to announce curtailment of City operation, or inhibit any City employee from reporting to work, or necessitate any employee to leave work early, the employee will be given the following options, subject to department director approval:

- a) Leave without pay;
- b) Applying accrued vacation or compensatory time to receive pay;
- c) Taking work home or to another work site;
- d) Making up the time off in the subsequent work period with the understanding that such time may exceed the FLSA provisions and be accrued at the overtime rate; or
- e) Standing by to be available to work in another department.

It will be the responsibility of the employee to contact the employee's supervisor or department director to indicate anticipated absence from work and the reason for such absence or lateness caused by emergency conditions.

#### Anticipated Absences and Sick Leave

Sick leave cannot be used to offset absence from work for pay purposes for other than permitted reasons as specified in *Subsection 7.7*.

These provisions do not apply to employees on scheduled time off or on sick leave status.

Under extreme circumstances, the City Administrator may, in his/her discretion, waive attendance requirements.

#### **4.3 City Hall Closure**

Information regarding City Hall buildings not being open for business will be provided on our website, through social media sites, local radio stations and will be available for all department directors for dissemination to their staff.

#### **4.4 Outside Employment**

Employees, including those on approved paid or unpaid leaves, shall not, directly, or indirectly, engage in any outside employment or financial interest which may conflict with the best interests of the City or interfere with the employee's ability to perform the assigned City job. Examples include, but are not limited to, outside employment which:

- a) Prevents the employee from being available for work beyond normal working hours, including emergencies or peak work periods, when such availability is a regular part of the employee's job;
- b) Is conducted during the employee's work hours;
- c) Utilizes City telephones, computers, supplies, or any other resources, facilities or equipment;
- d) Is with a firm which has contracts with or does business with the City; or
- e) May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

#### **4.5 Work Breaks**

It shall be the responsibility of the supervisors to schedule and monitor the use of meal periods and rest periods. All breaks shall be arranged so they do not interfere with City business or service to the public.

Employees are entitled to one paid 15-minute “work” break, or the equivalent, for each four (4) hours of working time.

Employees shall be allowed a “meal period” of at least 30 minutes or as specified in the Collective Bargaining Agreement. The scheduling of meal periods may vary depending on department workload, or mutual agreement of the employee and department director. Meal periods are unpaid and shall only be at the employer’s time when the employee is required by his supervisor to remain on duty on the premises or at a prescribed work site.

#### **4.6 Travel Expenses**

All travel away from the City must be approved in advance by the department director or City Administrator. Official travel means performance of officially assigned duties, travel for approved public purposes, attendance at approved meetings, training, conferences or education seminars, and other approved sessions or other activities concerning business of the City.

Overnight accommodation paid by the City for travel to duties must be pre-approved by the department director.

City employees should use a City credit card for expenses incurred when traveling for officially assigned duties.

City employees should not use a personal credit card for travel expenses for officially assigned duties. The finance department will provide a City credit card if employee does not have one. Cost for meals should follow the GSA.gov website per diem reference.

The actual and necessary cost of meals incurred while conducting official business is an authorized expense that should be paid with a City credit card. Tips should not exceed 20%. Alcohol is not reimbursable.

Necessary out of area costs for City vehicles include gas, oil, tires, and repairs. If private automobiles are used, employees will be reimbursed at rates established and modified from time to time by the standard allowable U.S. Internal Revenue Service (IRS) rate for automobile use. Rental of vehicles must be approved in writing and in advance by the City Administrator or department director. Air travel must be authorized by using a travel request memo. Pricing quotes should be obtained by the City before booking to ensure low cost.

Other travel expenses such as bus and taxi/uber fare, bridge or other tolls, parking, ferry, porter, bellman, and similar expenses (not including maid service) are authorized expenses if itemized on the travel expense form.

#### **4.7 Personal Appearance**

Employees shall wear appropriate apparel for their job assignment as determined by their position and department director. All employees shall be neat and clean in dress and personal appearance and shall avoid extreme styles which would attract excessive attention or cause interference with their work or the work of others. The City Administrator may issue rules regarding what is considered necessary, required, or appropriate attire for each department or for positions. Should uniforms be required for a particular position, they will be provided at City expense.

Variations from the dress code may be allowed for sincerely held religious beliefs and practices.

Some people suffer from allergies or sensitivity to the chemicals in perfumes, makeup, deodorants, dryer sheets, air fresheners, and cleaning products. Please use these substances with restraint and consider seeking input from co-workers before deploying air fresheners and cleaning products in shared spaces.

#### **4.8 Standards of Conduct**

All City employees are expected to represent the City to the public in a professional manner and shall be courteous, efficient, and helpful.

Since the proper working relationship between employees and the City depends on each employee's ongoing job performance, professional conduct and behavior, the City has established certain minimum standards of personal and professional conduct. Among the City's expectations are basic tact and courtesy towards the public and fellow employees; adherence to City guidelines, procedures, safety rules and safe work practice; compliance with directions from supervisors; preserving and protecting the City's equipment, grounds, facilities, and resources; and providing orderly and cost-efficient services to its citizens.

In the interest of the City and the public, it is desirable at all times, whether off-duty or on-duty, that an employee's conduct reflects favorably on the employee, fellow employees, and the City. Off-duty misconduct may result in discipline when it renders an employee less capable of performing assigned duties and responsibilities, or when it reflects unfavorably upon the City or an employee's continuing qualifications for employment.

#### **4.9 Conflict of Interest**

Employees at all levels should avoid both real and perceived conflict of interest in the exercise of their City duties.

It is the employee's responsibility to bring the potential conflict of interest to the attention of his department director.

City employees shall not sell or barter anything to the City or to a contractor supplying the City, or make any contract with the City or purchase anything from the City other than those things which the City offers generally to the public, such as but not limited to, utility services, and then only on the same terms as are offered to the public, unless an invitation to submit sealed bids is published and the City accepts the sealed bid which is most advantageous to the City. Any violation of this Section with the express or implied knowledge of the person or corporation contracting with the City shall render the contract able to be voided by the Mayor, City Administrator, or the City Council.

Employees shall not accept or seek for others, any service, information, or thing of value on more favorable terms than those granted to the public generally, from any person, firm or corporation having dealings with the City. Employees shall not accept, directly or indirectly, any gift, favor, loan, retainer, entertainment, or other thing of monetary value from any person, firm or corporation having dealings with the City when such acceptance would conflict, or create the appearance of a conflict, with the performance of the employee's duties.

A conflict or appearance of a conflict shall be deemed to exist where a reasonable and prudent person would believe that such was given for the purpose of obtaining special consideration or to influence the performance of an employee's official duties. If an employee is given or offered any gift, favor, loan, retainer, entertainment, or other thing of monetary value under circumstances which could reasonably be construed to create a conflict of interest or the appearance of a conflict of interest, the employee shall immediately report such activity to the employee's department director.

Violation of this policy will result in disciplinary action up to and including termination.

## **4.10 Employee Communications**

Any time an employee has a question, problem or complaint that does not involve a complaint of discrimination, harassment, retaliation or improper governmental activity, the employee should do the following:

- a) Approach the matter in a solution-oriented manner and develop suggestions for constructive actions to address the matter.
- b) Consult with the employee's immediate supervisor. Generally, the employee and supervisor will be able to resolve the problem.

If the problem is not solved at the supervisor level, the employee may request a meeting with the department director to discuss the problem.

If the employee receives no satisfaction at the department director's level, the employee may request a joint meeting with the department director and the City Administrator, and/or Mayor. The City Administrator and/or Mayor will provide guidance and/or direction regarding resolution of the concern.

If, for some reason, a noninvolved supervisor is approached by an employee to discuss a problem or complaint, the supervisor will guide the discussion in a solution-oriented manner, and the employee should be informed that the noninvolved supervisor may be obligated to take further action to resolve the issue, e.g., discuss it as appropriate with the responsible department director, City Administrator, Human Resources Manager or Administrative Services Director, or law enforcement officers.

For City-wide issues, personal or sensitive matters, the employee may request a meeting with the department director, City Administrator and/or Mayor and/or Human Resources Manager or Administrative Services Director or other appropriate management staff, to resolve the problem. The department director, City Administrator and/or Mayor and/or Human Resources Manager or Administrative Services Director will provide guidance and/or direction regarding resolution of the concern.

Formal grievances procedures are provided for those situations when the informal process is not appropriate.

Employees who desire to make complaints involving discrimination, harassment, retaliation, or improper governmental activity must follow the complaint procedures addressed in the policies governing those areas.

## **4.11 Selling and Solicitation**

Employees may not solicit for any purpose other than City-related business during working time. Working time includes both the soliciting and solicited employees' working time. Reasonable forms of passive solicitation, such as posting order forms for the sale of Girl Scout cookies, between employees will be permitted during nonworking time such as before or after work, or during authorized meal or work break periods. Employees may not distribute literature for any purpose other than City related business during working time or at any time in work areas.

Individuals not employed by the City may not at any time solicit, petition or distribute literature in the nonpublic working areas of City offices or other buildings, except for bona fide City purposes and with prior authorization of the City Administrator.

## **4.12 Health and Fitness**

Each employee is expected to maintain physical and mental health fitness necessary to effectively perform the duties of the assigned position. When the employee's performance, conduct, behavior, to include the health or mental health of an employee, becomes a hazard to a person or property, prevents the employee from effectively performing the duties of assigned work, or raises a serious concern about the safety of others, the employee may be required by the department director, subject to City Administrator approval, to undergo a fit-for-duty assessment. When so required, the employee will be paid for the time required for the

examination and for the cost of the examination itself, to the extent it is not paid for by the employee's health insurance. The Fit-for-Duty assessment is to evaluate the employee's ability to safely be on the job.

Correction or treatment of conditions diagnosed during this examination will be the responsibility of the employee.

If an employee's physical or mental health condition causes the employee to be incapable of performing the work of the current position, the employee and department director will explore ways to provide reasonable accommodations. If no reasonable accommodation can be provided, the employee may be terminated.

#### **4.13 Political Activities**

The rules governing political activities of employees are set forth in RCW 41.06.250 and RCW 42.17A.555.

City employees may participate in political or partisan activities of their choosing if City resources and property are not utilized, the activities occur on the employee's personal time, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for support of political activities, other than the rental and/or use of facilities normally made available to the public on an equal basis.

Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing regular duties may not wear or display any button, badge, or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or on City time, a contribution to a partisan political cause.

Except as noted in this policy and other policies and laws that lawfully restrict employee speech, City employees are free to express themselves fully as allowed by the First Amendment.

An employee shall not hold a part-time public office in the City when the holding of such office is incompatible with, or substantially interferes with, the discharge of official duties.

For persons employed in a City employment position which is financed in total or primarily by Federal grant-in-aid funds, political activity will be regulated by the rules and regulations of the United States Civil Service Commission.

#### **4.14 Tobacco Use**

Under Chapter 70.160 RCW, no person may use tobacco in any form in a public place or any place of employment. This includes all city vehicles. Employees shall comply with all applicable state laws.

Complaints of violation of the policy shall be directed to the supervisor or department director responsible for the work area or facility. If the violator refuses to comply with the provisions of this policy and the provisions of Chapter 70.160 RCW the complaint should be referred to the Police Department for enforcement or as otherwise provided by RCW 70.160.070.

#### **4.15 Substance Abuse**

The City's philosophy on substance abuse has two focuses: (1) a concern for the well-being of the employee and (2) a concern for the safety of other employees and members of the public.

As part of our employee assistance program, we encourage employees who are concerned about their alcohol or drug use to seek counseling, treatment, and rehabilitation. The City provides an Employee Assistance Program (EAP) which may be used in these cases. Although the decision to seek diagnosis and accept treatment is completely voluntary, the City is fully committed to helping employees who voluntarily come forward to overcome substance abuse problems. In some cases, the expense of treatment may be fully or partially covered by the City's benefit program. In recognition of the sensitive nature of these matters, all discussions will be kept confidential to the greatest extent possible, consistent with the law.

Although the City is concerned with rehabilitation, it must be understood that disciplinary action may be taken when an employee's job performance is impaired because he/she is under the influence of drugs or alcohol on the job. The City may discipline or terminate an employee possessing, consuming, selling or using alcohol or controlled substances or prescription drugs during work hours, including lunch and breaks. The City may also discipline or terminate an employee who reports for duty or works under the influence of alcohol or controlled substances. Employees may not report for work when their performance is impaired using prescribed or over-the-counter medications. Use/consumption of alcohol is not permitted during regular work hours, while on City business, or while using City vehicles. The City reserves the right to search employee work areas, offices, desks, filing cabinets etc. to ensure compliance with this policy. Employees shall have no expectation of privacy in such areas.

An employee may be required to submit to alcohol or controlled substance testing when the employee's work performance causes a reasonable suspicion that the employee is impaired due to current intoxication, drug or controlled substance use or in cases where employment has been conditional upon remaining alcohol, drug or controlled substance free following treatment. Refusal to submit to testing, when requested, may result in immediate disciplinary action, including termination.

Employees who voluntarily report an alcohol, drug, or controlled substance dependency problem, prior to experiencing any work-related performance or conduct problems, will not be subject to retaliation or discrimination. Employees who voluntarily seek treatment may use accrued sick leave, vacation leave, or compensatory time to attend a bona fide treatment or counseling program. Information on treatment and rehabilitation resources may be obtained from Human Resources staff. All such contacts shall be confidential. The City may condition continued employment on the employee's successful completion of treatment or counseling programs and future avoidance of alcohol, drugs, or other controlled substances.

## **4.16 Use of City Vehicles and Equipment**

Use of City equipment, outside normal City business use, is not allowed except as approved by the appropriate department director for the benefit of the City or community. Staff need to sign out the car on the shared calendar. If taking a City vehicle out of town, the vehicle needs to be inspected by our mechanic for safety. Misuse of City services, phones, vehicles, equipment, or supplies can result in disciplinary action including termination.

## **4.17 Driver's License Requirements**

As part of the requirements for certain specific City positions, an employee may be required to hold a valid Washington State driver's license. If an employee's license is revoked, suspended, or lost, or in any other way not current, valid and in the employee's possession, the employee shall promptly notify his department director and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to the employee's department director.

Depending on the duration of license suspension, revocation, or other inability to drive, an employee may be subject to disciplinary action, including termination.

## **4.18 Commercial Driver License**

As part of the requirements for specific City positions, an employee may be required to hold a Washington State Commercial Driver License (CDL). The City will reimburse 50% of the cost of the class training for the CDL, 100% of the cost for the CDL permit, 100% of the cost for the CDL renewal and 50% of the cost for the CDL truck rental, if a CDL is required for the employee's position. It is the employee's responsibility to ensure that the CDL is valid at all times when driving a City vehicle that requires a CDL.

## **4.19 Volunteers**

The Fair Labor Standards Act (FSLA) provides that City employees may volunteer hours of service to the City provided such services are not the same type of service which the individual is employed to perform for the City.

When accepting the services of a volunteer or a community service worker, the department director is responsible for maintaining the name, address, phone number, emergency contact, outline of assigned duties and a log of hours each performs for the City.

No community service worker shall be assigned any duty which will require a City automobile or truck. Assignment of high-risk activity to volunteers and/or community service workers is discouraged.

In instances when volunteers use their own vehicles while performing service for the City, it is the responsibility of the department director to:

- a) Assure each volunteer has a valid Washington State Driver's License;
- b) Assure each volunteer's automobile is insured for liability; and
- c) Inform each volunteer that the City will not be responsible for collision and/or comprehensive loss.

City employees are encouraged to volunteer at non-City related organizations to invest in the community. Employees may volunteer up to 8 hours annually without using their paid time off. Volunteer hours that exceed 8 hours are dependent upon City Administrator approval.

## **4.20 Safety**

It is the City's policy to prevent accidents, and to provide employees with safe and healthy working conditions free from recognized hazards. It is the responsibility of all employees to support the City's efforts to provide a safe and healthy environment for the employees and the public they serve.

Therefore, it shall be the responsibility of every employee to observe the safety precautions and regulations always identified for each job situation. Failure to comply with such responsibilities shall be grounds for disciplinary action, including but not limited to discharge.

Every employee is responsible for maintaining a safe work environment. Each employee shall promptly report all unsafe or potentially hazardous conditions to the appropriate department director. The City will make every effort to remedy problems as quickly as possible.

In case of an accident involving a personal injury, employees shall notify their supervisor within 24 hours of the time of the injury. The employee and supervisor shall complete and forward the appropriate forms which shall be submitted to their department director and Human Resources within two business days from the date of the accident. In the event of a severe injury, the department director or designee shall notify the City Administrator or Deputy City Administrator and Human Resources as soon as possible.

As required by Washington law, anyone operating or riding in a City vehicle must wear a seat belt at all times.

#### **4.21 Electronic Communications/Technology Resources Policy**

It is the City's policy to maximize the cost-effective use of computer systems as a means of improving productivity. The City provides communication resources including computing resources, electronic mail (email), internet access, mobile devices, and other electronic communications equipment (collectively referred to as City Technology Resources) to Employees to assist in and facilitate City business and communications. The primary purpose of the City's network and systems is to provide service to the public as part of the City's business, in a manner that is consistent with the City's vision and values. De minimis, incidental personal use of City Technology Resources by Employees is permitted if accomplished in compliance with the provisions of this policy, as set forth below. This policy does not address all required, allowed, or prohibited behaviors by Employees, but covers common examples. In general, the City relies on Employees' good judgment to ensure that City Technology Resources are used in the public's best interest.

**No Expectation of Privacy.** By using City Technology Resources, Employees acknowledge and agree that they have no expectation of privacy or confidentiality in their use of the City's systems or in any data that they create, store, or transmit on or over the systems, including any data created, stored, or transmitted during an Employee's incidental personal use of City Technology Resources as permitted under this policy. Employees further agree that they are aware of, understand, and will comply with the provisions of this policy, and that their use of City Technology Resources can and will be monitored, and any data that they create, store, or transmit on or over City systems may be inspected by City management at any time. Employees should understand that certain email messages, other electronic communications, and documents created on City computer systems may be considered a public record subject to disclosure and/or discovery in the event of litigation.

**Auditing Use and Expense.** The IT Department is responsible for auditing the use and expense of City Technology Resources, including City-issued cell phones and other devices. Each Department Head can establish departmental review and record-keeping procedures for wired and wireless communication device usage and expenses to ensure compliance with this policy.

**Standardized Software and Hardware.** The City has established standard software and hardware for commonly used applications. The use of unauthorized, non-standard software or hardware, including personally owned software or hardware, on City computer systems without approval of the IT Department is prohibited.

**Installation of Software and Hardware.** Improper installation of software or hardware can damage a computer system, cause system malfunction, or conflict with system configuration. All standardized software and hardware is to be installed by the IT Department. Specialized software and hardware technologies exclusive to individual departments may be managed within the appropriate department, in coordination with the IT Department. Any moving, relocating, or rearranging of computer software or hardware should also be coordinated with the IT Department.

Ownership and Confidentiality. All software, programs, applications, templates, data, data files and web pages residing on City computer systems or storage media or developed on City computer systems are the property of the City. The City retains the right to access, copy, modify, destroy, or delete this property. Data files containing confidential or sensitive data must be treated accordingly and must not be removed from the workplace without proper authorization.

Confidential Electronic Communications. Certain electronic communications are confidential and may not be accessed, used, or disclosed without authorization of the City Council or City Administrator, as applicable, after consultation with the City Attorney. Examples of confidential records appear in the list of public records exempt from disclosure at RCW 42.56 et seq. Confidentiality may also depend on the nature of the record and the particular policies of the office or department where it is maintained.

Copying Software, Programs, Applications, Templates, etc. Employees must notify the IT Manager and receive proper authorization before attempting to copy software, applications, programs, or templates. In many cases, copyright laws and/or licenses for commercial software, programs, applications, and templates used by the City prohibit the making of multiple copies. The City and its Employees are required to abide by federal copyright laws and all licensing agreements.

Acceptable Uses of City Technology Resources. City Technology Resources are to be used by Employees for City business. De minimis, incidental personal use may be permitted where, in the judgment of the Employee's supervisor, such use does not interfere with Employee or Department productivity, nor distract/take time away from any Employee's assigned work. De minimis, incidental personal use means: (1) it is occasional and of short duration; (2) it is done on an Employee's personal time, such as on a lunch break; (3) it does not interfere with job responsibilities; (4) it does not result in any expense to City; (5) it does not solicit for or promote commercial ventures; (6) it does not utilize excessive network resources; and (7) it does not constitute any prohibited use, as discussed below.

Prohibited Uses of City Technology Resources. Use of City Technology Resources to engage in any communication that violates federal, state, or local laws or regulations, or any City policy, is strictly always prohibited. In addition, the following uses of City Technology Resources identified below are inappropriate and are always prohibited:

1. Personal commercial use (meaning use that benefits an Employee's outside employment or commercial business);
2. Accessing, receiving or sending pornographic, sexually explicit, or indecent materials, including materials of an offensive nature;
3. Usage for any type of unlawful harassment or discrimination, including the transmission of obscene or harassing messages to any individual or group because of their sex, race, religion, sexual orientation, national origin, age, disability, or other protected status;

4. Gambling or bitcoin mining;
5. Usage for recreational purposes including the loading of computer games or playing online games;
6. Usage that precludes or hampers City network performance; such as viewing or listening to streaming audio and/or video unless for City business, such as for online training;
7. Unauthorized copying or downloading of copyrighted material;
8. Usage that violates software license agreements;
9. Downloading of software programs unless specifically approved by applicable Manager and coordinated with the IT Manager;
10. Usage for political purposes, including partisan campaigning;
11. Sending anonymous messages and/or misrepresenting an Employee's name, position, or job description;
12. Deliberately propagating any virus, worm, trojan horse, malware, spyware, or other code or file designed to disrupt, disable, impair, or otherwise harm either the City's networks or systems, or those of any other individual or entity; Page 28 | 96 (Rev. 2022)
13. Releasing misleading, distorted, untrue, or confidential materials regarding City business, views, or actions;
14. Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
15. Use of City Technology Resources for personal use beyond a de minimis amount or in any manner so as to deprive others of system use or resources, including, but not limited to, the sending of bulk email for other than official business or forwarding "chain letter" emails of any kind;
16. Connecting to the City's network, or any specific software package, utilizing somebody else's security identification login information to gain alternate security permissions;
17. Any personal use, even if incidental, that results in expense to the City;
18. Usage that violates the guidelines set forth in the Standards of Conduct described in this Manual.

For additional examples of proper and improper use of electronic communications, refer to WAC 292-110-010. Any Employee who violates these policies could be subject to discipline, up to and including Discharge. In addition, Employees may be held personally liable for damages incurred because of copyright and licensing requirements.

Downloading Files from the Internet or Opening Email Attachments. Downloading files from the internet or opening email attachments from sources outside the City can lead to spyware and/or virus attacks that can severely damage, or degrade the City's network and/or data. The Anti-virus and anti-spyware software has been installed on all City computers and continuously updates signature definition files. However, that does not guarantee that all spyware is blocked, or that all viruses are caught.

If you are downloading a file and receive a message that a virus or spyware has been detected, you must contact the IT Manager immediately for assistance. Similarly, if you receive an email

with a suspicious attachment, or from an unusual source, you should notify the IT Manager before opening it. If you notice that your computer is behaving strangely or you suspect spyware or a virus, notify the IT Manager.

## **4.22 Generative AI**

It is important that the City departments efficiently and effectively deliver equitable and responsive services to the public. We are also responsible for stewarding the public's data and protecting our IT systems. The Generative AI field is rapidly evolving and can have unanticipated and unmitigated impacts. This policy is designed to minimize issues that could arise while we await further research and analysis of Generative AI's impact.

City employees need to obtain permission from the City of North Bend IT manager before accessing or acquiring a generative AI product.

City employees must validate that the output of generative AI systems is accurate, properly attributed, free of someone else's intellectual property, and free of unintended or undesirable instance of bias about member of the public.

## **4.23 Cell Phones**

Management and Elected Officials of the City of North Bend can request a cell phone that is paid for by the City. A work cell phone is encouraged for specific employees and elected officials due to the OPMA rules that make a personal cell phone "discoverable" for evidence.

Use of Privately-Owned Cell Phones – Privately-owned cell phones can be used if desired for business purposes although not recommended. Upon January of each year or the month of hire, an employee seeking reimbursement for use of personal cell phone for city business shall sign a form providing a copy of one month's billing statement associated with such personal phone. The Mayor, City Administrator and all department directors are automatically approved to receive a taxable benefit of \$75.00 per month. Other management staff must request approval from their Department Director who, upon determining that the employee performs frequent work outside of regular business hours and there is a sufficient City benefit from having the employee accessible during such time periods, will obtain approval from the Mayor or City Administrator. Management staff will be reimbursed \$75.00 per month. Once the attached form has been filed with Human Resources, the employee will be reimbursed through payroll. This is a reimbursement policy and not a cell phone allowance program. As such, reimbursements will be paid after completion of the month of service.

Employee use of a personal wireless device shall be governed by and consistent with the guidelines provided for City-owned wireless devices if the employee-owned wireless device is used for official City business. Use of an employee-owned wireless device for City business is discouraged.

The use of a cell phone to conduct City business, whether owned by the individual or the city, creates a public record subject to disclosure and potential production under the Washington

State Public Records Act and/or retention and disposition under RCW Chapter 40.14 (Preservation and Destruction of Public Records). Voicemail messages relating to City Business are also a public record subject to State public records laws.

**Text Messaging** – Text messages should only be used for transitory messages. Text messages sent or received by an employee that relate to City business are public records regardless of whether the device used is owned by the City or employee. It is the City's policy that its employees maintain electronic records in accordance with the State archivist records retention laws and schedules. The City does not archive instant messaging or text messaging records.

Therefore, employees are instructed not to use instant messaging or text messaging for communications records that have retention value. However, text messages that are of a transitory nature do not have retention value. Examples of transitory messages include: personal messages and announcements not related to official business; information only or duplicate copies; copies of publications; miscellaneous notices or memoranda of a general and noncontinuing nature (meeting notices, reservations, confirmations); preliminary drafts of notes, letters, reports, worksheets which do not represent significant steps in the preparation of record documents; requests for routine information or forms; and routine notifications (e.g., "I'll be late," or "see you there," etc.). In the event communications that are more than transitory are necessary, such communications should occur in person, by telephone, by email, or by memorandum, but not by text.

Management and Elected Officials of the City of North Bend will not be reimbursed for business related calls on personal cell phones.

#### **4.24 Social Media**

The purpose of the City's use of social media is to inform residents of City business in an effective and efficient manner and to reach a wider audience than that achieved through traditional mediums. This will build a stronger community and communication network, allowing citizens a better understanding of their government, increased access to information relating to City business, and a channel for current City events and activities, as well as allowing the City the use of an additional tool for communication and method for conducting outreach.

##### **1. Definitions**

<b>Blog:</b>	A self-published diary or commentary on a particular topic that may allow visitors to post responses, redactions, or comments.
<b>Content:</b>	Any text, metadata, QR codes, digital recordings, videos, graphics, photos, and links on approved sites.
<b>Employee:</b>	Elected officials and personnel appointed to a position (regular, temporary, or volunteer) of service with the City.

<b>Employer:</b>	The City of North Bend
<b>Page:</b>	The specific portion of a social media website where content is displayed, and managed by an individual or individuals with administrator rights.
<b>Post:</b>	Content that an individual shares on a social media site or the act of publishing content on a site.
<b>Profile:</b>	Information that a user provides about themselves on a social networking site.
<b>Public Record:</b>	Any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics (RCW 42.56.010(2)).
<b>Communications Manager:</b>	A City employee who has been designated to oversee the City's social media program.
<b>Social Media Representative:</b>	A City employee who has been trained in the Social Media Policy and who has been designated to establish and/ or maintain a social media account on behalf of their department. A representative must be identified before the City department can use social media.
<b>Social Media / Web 2.0:</b>	Internet -based technology communication tools with a focus on immediacy, interactivity, user participation and information sharing. Examples include, but are not limited to: forums; weblogs; wikis; social networking, communication, and bookmarking sites; podcasts; photo or video sharing sites; and real- time web communication sites/ systems.

## 2. Responsibilities

It is the responsibility of the Communications Manager to train the Social Media Representatives, determine the content provided on the social media sites is subject to records retention requirements, assign and maintain a list of logins and passwords, and to generally oversee the City's social media program to ensure the City's social media activities adhere to the guidelines set forth herein.

It is the responsibility of Social Media Representatives to read and adhere to relevant the City's personnel policies, to maintain archival data, maintain current accurate information via City social media platforms, and to ensure that the City is being appropriately represented.

It is the responsibility of Department Directors or designees to enforce this policy, ensure that relevant City standards are met, to ensure the use of social media platforms meets the City's business needs, to review and make decisions regarding the approval and distribution of information on social media platforms, and to ensure staff maintains and produces records consistent with the Washington State Public Records Act (Chapter 42.56 RCW) and the Washington State Secretary of State's records retention standards.

It is the responsibility of the Information Technology Manager or designee, to grant access to technology resources to appropriate staff.

It is the responsibility of the Department of Administrative Services to integrate the policy into new employee training, orientation, and ongoing training of City work rules and policies.

### **3. Policy and Procedure.**

#### **3.1 Compliance with Laws and Records Retention.**

Social media platforms must comply with applicable federal, state, and city laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, public records, records retention, First Amendment rights, privacy and security laws, and conduct policies established by the City.

Washington state law and relevant Agency record retention schedules apply to social media formats and social media content. Unless otherwise addressed in a specific social media standards document, the department maintaining a site shall preserve records required to be maintained pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and that is easily accessible.

To ensure appropriate retention of public records, most content posted by City personnel on City social media sites should not be original source content (content that has not been created anywhere else and only exists on the social media site), but rather a secondary copy of information that is posted on the City website or contained in an electronic copy or a hard copy. If original content is posted on a social media site, that information shall be retained in accordance with the City's records retention policies and other applicable laws, for at least the minimum retention period listed for those records beginning the date of posting. Copies of records the City already retains elsewhere will be considered secondary copies and shall be retained accordingly.

Any social media tools used should include a message clearly stating all content submitted by members of the public may be considered a public record and potentially subject to disclosure pursuant to the Washington State Public Records Act, Chapter 42.56 RCW. If it is not possible to

display this notice prominently on the site, the person maintaining or controlling the site must periodically notify users through reposting this information and/or notify new used via responses to posts or comments.

### 3.2 Acceptable Uses and Usage Requirements – Official City Purposes and Accounts.

The best, most appropriate uses of social media platforms for the City fall into two general categories: as channels for disseminating time -sensitive information as quickly as possible (i.e., emergency information); and as marketing or promotional channels for City business efforts and current events which increase the City's ability to deliver its messages to the widest possible audience. Social media should not be used as mechanisms for conducting official City businesses other than to informally communicate with the public. Examples of business that may not be conducted through social media include making policy decisions, official public noticing (though re-posting public notices there is acceptable and can be helpful), and discussing items of legal or fiscal significance that have not previously been released to the public.

Only official City social media sites may be used by City employees and/or elected officials to conduct official City business. All content posted on City social media shall comply with the City Ethics code as well as all state and local laws, regulations, and policies regulating elected officials. No content that promotes or advertises commercial services, entities, or products may be posted. City staff and Council members, acting in their official capacity as representatives of the City, shall not post comments or links to any content that endorses or opposes political candidates or ballot propositions, including links to a Council member's campaign site pursuant to RCW 41.06.250, 42.17.130, 42.17.190.

City employees and/or elected officials are prohibited from disclosing any information via social media posts that may be confidential or may otherwise compromise the City.

Official City social media sites shall include notification to site users/visitors that the following social media comments policy applies:

- All posted comments must be related to the topic at hand.
- All comments are the responsibility of the commenter, not the City, and should not be taken as official endorsement by the City.
- All social media posts, comments and list of followers are subject to public disclosure under the Washington State Public Records Act, Chapter 42.56 RCW.
- The City reserves the right to remove inappropriate comments, including but not limited to comments meeting any of the following criteria:
  - Content not topically related to a particular social media thread
  - Content in support or opposition to political campaigns of any kind
  - Profane language and/or content
  - Content and/or language that promotes, fosters, or perpetuates discrimination of any kind
  - Vulgar, obscene, offensive, or threatening language and/or content

- Sexual content or links to sexual content
- Solicitations of commerce, commercial promotions, or spam
- Conduct or encouragement of illegal activity
- Information that may tend to compromise the safety and/or security of the public and/or public systems
- Content that violates any law
- Potentially libelous and/or slanderous content
- Material that is plagiarized or violates intellectual property rights
- Content that is confidential or may otherwise violate privacy rights

Any content removed based on these restrictions shall be retained, including the time and date of the posting, the identity of the poster, and the rationale for removal.

### 3.3 Personal / Private Social Media Use.

City employees and/or elected officials are discouraged from using personal equipment and/or personal accounts to post information to official City social media sites. City employees and/or elected officials are similarly discouraged from using personal equipment and/or personal accounts to post information regarding official City business on other social media sites. All social media site posts by City employees and/or elected officials regarding official City business are subject to Washington State public disclosure laws, open meetings laws, and all other applicable laws, rules, and regulations.

Personal and/or private use of City equipment and/or facilities by City employees, elected officials, or others to access social media sites is prohibited.

Social media use, whether on or off-duty, that adversely affects an employee's job performance, the performance of other Agency employees, or that otherwise adversely affects the Agency's mission and functions may result in disciplinary action, up to and including termination. Note that employees have First Amendment freedoms of speech and association, and no discipline will be sustained that violates such rights. However, whether or not you specify on your personal social media accounts that you work for the City, the fact that you are employed by the City is public information. Be mindful that whenever you discuss issues in an online platform, whether in a personal or professional capacity, your comments can be tied back to your employment with the City.

The following additional rules also apply to employees' use of social media, on and off-duty:

- Social media content that relates to City business may be a public record subject to retention and disclosure under state law. For that reason, except for when assigned as part of their official duties, employees are prohibited from using social media to conduct Agency business.
- Employees are required to protect and maintain the confidentiality of all private and confidential City information.

- Employees may not create a link from their blog, website, or other social networking site to a City website if such a link causes the viewer to reasonably believe that the City endorses the contents of the employee's social media site.
- Employees may not use their City email address or the Agency's official logo for personal online communications or activities. Do not use a City email address when using social media in personal capacities. For example, don't create a personal Facebook or Twitter account using your [city].gov email address. Although employees may identify themselves as employees of the City, employees shall not identify themselves in a manner that suggests or implies they are speaking as a representative for the City, even when the communication occurs in a private setting. If any confusion is reasonably likely, the employee shall expressly state with a disclaimer that he/she is speaking in a personal individual capacity and not for or on behalf of the City.

**Nothing in this policy is intended to prevent or discourage an employee from exercising his or her right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity, or to express an opinion on a matter of public concern.**

## **Tips For Using Social Media Sites for City Business**

**Be Cautious** - If you are about to post information that makes you even the slightest bit uncomfortable, pause and think about it. Be smart about protecting sensitive and/or confidential City information, as well as your own privacy. Remember that what is posted via social media is widely accessible, not easily retractable, subject to scrutiny, and will be around for a long time.

**Post Only What You Know** - Make sure what you post regarding official City business falls into your specific area of expertise and you coordinate with the appropriate City staff. Don't post about City business you are not involved in unless it is a coordinated effort with communications staff or leadership. Misperceptions are easily created when posting on subjects you aren't completely familiar with.

**Avoid Personal Posts About City Business** - In the social media environment, the lines between public and private, personal, and professional are easily blurred. Personal posts or comments about City business on either official City social media sites or other social media sites can easily open the door to others perceiving personal posts as representing the official position of the City. Keep in mind that even if you are posting about City business using personal equipment, a personal account, and your personal views, what you say may be subject to public disclosure laws, open meetings laws, and all other applicable laws, rules, and regulations.

**Be Honest and Straightforward** - All posts should be accurate, clear, and should avoid being misleading in any way. Present information in posts as simply as possible. Posts that are brief and to the point leave less room for misinterpretation. If you happen to post information that misses the mark, be quick to point it out and correct it.

**Stick To the Facts** - Post information based on your knowledge and the facts involved, rather than your opinion. Whenever possible, reference information that is available on the City's website or is otherwise easily accessible. By sticking to the facts, you will be seen as an unbiased, trusted source of information about City business.

**Know the Rules** - Make sure what you post complies with the City of North Bend's Social Media Policy and all other applicable laws, rules, and regulations. If you have questions about using social media, check with the City's Communications Manager. Remember, what you post to social media sites is ultimately your responsibility.

Please also refer to the City's policies and procedures regarding the Public Records Act, the Open Public Meetings Act, the electronic communications provisions in this Manual, and other policies related to the conduct and responsibilities of City Employees.

### **4.25 Harassment via Electronic Communication**

If you believe that any person is experiencing or committing harassment via electronic communication, or if you believe that criminal activity is taking place using electronic communication, please follow these steps:

1. Do not delete the message;
2. Do not respond to the message; and
3. Notify your supervisor or other appropriate person.
4. Notify the Police Department if appropriate.

## **Section 5 – Classification Plan**

### **5.1 Creation and Maintenance of Classifications**

The Human Resources Manager shall be responsible for the preparation and continued maintenance of a classification plan so that it will describe on a current basis the duties of each position and the class to which each such position is allocated. Regular positions will be included in the same class if:

- a) They are so similar in respect to duties and responsibilities that the same descriptive title may be used.
- b) Substantially the same requirements as education, experience, knowledge, and ability are demanded of applicants.
- c) Substantially the same tests of fitness may be used in choosing qualified appointees.
- d) The same schedule of compensation can be made to apply with equity.

### **5.2 Reallocation or Reclassification of Positions**

Revision of class specifications and reallocations within the classification plan shall be made as often as is necessary due to changing service demands, and to provide current information on positions and classes. It shall be the duty of the Human Resources Manager, in consultation with department directors, to examine the nature of all positions and assure their allocation to existing or newly created classes, to accomplish changes in the classification plan as made necessary by changes in the duties and responsibilities of existing positions, and to assure periodic review of the entire classification plan and recommend appropriate changes in the allocation or in the classification plan. Creation of a classification plan, reclassification of existing positions, or alteration or omission of existing classifications shall be subject to the approval of the Mayor, City Administrator and City Council.

Nothing contained in these policies or the City's past practices shall prevent the City from reducing its workforce, laying off, promoting, demoting, reclassifying, or removing employees, modifying the pay plan or fringe benefits, or otherwise managing and directing the operation of the City government and its workforce as deemed necessary and appropriate.

The department director shall submit to the Human Resources Manager and/or Administrative Services Director a written description of the duties of the position. After reviewing the position, the Human Resources Manager shall forward any recommended changes or amendment of the class specification and allocation or reallocation of the position to a class for

approval to the City Administrator. If the position is a union position, the job description is sent to the shop stewards and business agent for approval. If a new position is created, approval shall be secured from the Mayor and City Council.

A regular fulltime employee, or the employee's designated representative, who considers his position improperly classified shall first submit a request in writing for reclassification of the position to the department director who shall review the request and transmit it with written recommendations to the City Administrator. If approved, the request will be forwarded to the Human Resources Manager. If the department director or City Administrator finds the request is not justified, the employee will be advised of the decision and the right to appeal under the grievance procedures.

## **Section 6- Pay Plan and Compensation**

The Human Resources Manager shall prepare and keep current a compensation plan to consist of a series of salary ranges. In preparing such a plan, salary ranges shall be designated for each class of positions and by such continued designation, the compensation plan and the classification plan shall be directly connected to each other. The salary range for a class will be determined with due regard to the ranges of other classes, the ability of eligible applicants, and prevailing rates of pay for similar positions offered by other employers.

The Human Resources Manager shall, from time to time, have comparative studies made of all factors affecting the level of salary range and recommend such changes in the salary range as appear to be justified. Such adjustments shall be made by increasing or decreasing the salary range, the appropriate number of ranges as provided in the basic salary schedule, and the rate of pay for each employee affected shall be adjusted in conformance with the adjustment of the approved salary for that class.

The salary established for a position shall represent the total remuneration for an employee occupying the position except for fringe benefits, official travel, and other approved expenses.

### **6.1 New Employee Compensation**

Upon initial appointment to a position, the employee should receive the minimum salary for the class to which the position is allocated; however, in cases where unusual difficulty in filling the vacancy is experienced, or when the appointee is exceptionally qualified, the department director with the concurrence of the Administrative Services Director or Human Resources Manager may cause the appointment to be made at a salary above the minimum, but not more than the mid-point for the class. If a department director wishes to hire above the mid-point of the salary range, a request will be forwarded to the City Administrator for approval. This request shall be approved prior to making the offer to the potential employee and a copy of the approved request shall be forwarded to the Human Resources Manager.

## **6.2 Performance Evaluations**

The Administrative Services Director or designee is responsible for developing and maintaining the City's performance evaluation program. Performance evaluations are designed to provide the employee with a record of performance and to encourage professional growth. The annual evaluation is prepared by the immediate supervisor on the standard appraisal form (s). The evaluation will be discussed with the employee, who will have an opportunity to comment on it in writing.

Employees are to receive an evaluation during or at the completion of probationary period and annually thereafter. Performance appraisals for regular employees are given for the position which the employee holds at that time. The purpose of the appraisal is to commend strengths, address weaknesses, suggest ways to improve, and discuss new challenges, career goals and objectives.

Should a regular employee be on leave-without-pay status during the scheduled time for his evaluation, the appraisal will be postponed until the employee has returned to work and completed as many days of continuous employment as the length of the leave without pay.,

## **6.3 Pay Period and Deductions**

The pay period has been established as semi-monthly. The pay periods have been established as the 1<sup>st</sup> – 15<sup>th</sup> of the month and the 16<sup>th</sup> through the last day of the month. Payments are on the 5<sup>th</sup> and the 20<sup>th</sup> of the month. Should the pay dates fall on a Saturday or Sunday, payments shall be made on the preceding Friday.

Early pay checks are issued only in emergency situations. Requests for early pay checks must be submitted to the Finance Director by the employee's department director and must be approved by the City Administrator.

New employees working less than a calendar month will be paid at a rate per hour determined by dividing the annual salary by the annual hours to be worked for that position. In no instance will more than the monthly rate be provided except for overtime payments.

Finance Department staff will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee, applicable union contract, or statute.

## **6.4 Wages for Regular Part Time Employees**

The hourly wage will be determined by dividing the annual salary by the annual hours to be worked for the position.

## **6.5 Wages for Temporary Non-Regular Employees**

The salaries of non-regular employees are approved by the department director with concurrence of the Human Resources Manager or Administrative Services Director and take into consideration the salaries of comparable regular positions. Non-regular employees receive straight time pay for work performed on holidays and are eligible for overtime pay as required by law.

## **6.6 Payment Upon Classification Change**

Upon promotion, an employee will typically be paid at no less than the minimum salary of the higher range, and upon demotion, an employee will typically be paid at no more than the maximum salary of the lower salary range. Salary adjustments for promotions and demotions shall be submitted to the City Administrator for approval. The City Administrator shall forward the approved salary to the Human Resources Manager for the employee's personnel file. Exceptions to this policy may be made by the City Administrator with approval by the Mayor.

When an employee is promoted into a FLSA exempt position, accrued compensatory time may be converted to cash at the rate earned prior to the time of reclassification of the employee with approval of the City Administrator and Mayor.

## **6.7 Promotions**

Vacancies in positions shall be filled on a competitive basis. If qualified personnel are available within the City, special consideration may be given and filled on a non-competitive basis. City employees who are promoted must pass a probationary period as specified in *Section 3.6*. Those who fail the probationary period may be terminated or at the discretion of the City Administrator may assume any regular appointment held prior to promotion if the position remains open.

Promotions may occur because of vacancies or through re-classification of a position to a higher level.

### *Promotions through reclassification of a position to a higher level:*

A department director may promote an employee to a higher level within a job family by submitting written verification, for concurrence from the Human Resources Manager or Administrative Services Director and City Administrator, that the employee has met the established criteria for the promotion.

### *Promotions as a result of vacancy:*

An employee may be promoted to a different classification when a vacancy exists because of a competitive process.

### *Salary adjustment because of Promotion:*

Non-Represented Employees:

An employee's salary upon promotion shall be at a minimum the greater of the minimum of the new salary range or a minimum of 5% above the previous salary, and at a maximum of not greater than 10% above the previous salary. Department directors may request a salary placement above 10% with the approval of the City Administrator.

Represented Employees:

An employee's salary upon promotion shall be the greater of the minimum of the new salary range of 5% above the previous salary in addition to a prorated merit adjustment for the portion of the year that the employee worked at the lower salary, if the employee is not at the top of their current pay range.

## **6.8 Transfer**

Upon recommendation of the appropriate department directors and concurrence of the City Administrator, or to meet the needs of the City, a transfer may be made. Transfers are based on work force requirements, performance evaluations, job descriptions, related City requirements, and the supervisor's recommendation. To be considered for another position, an employee must have satisfactorily completed the probationary period for the employee's current position and possess the qualifications for the vacant position, unless such requirements are waived in the best interests of the City. A new probationary period shall be established for any employee who requests a transfer. A transfer shall not be used to circumvent regulations regarding promotions, demotions, or terminations.

## **6.9 Demotion**

No employee shall be demoted to a position for which the employee does not possess the minimum qualifications. An employee being demoted shall be notified two weeks prior to demotion. An employee may be demoted when:

- a) The employee's performance falls below that established for the employee's particular position;
- b) The employee becomes physically or mentally incapable of performing the duties of the employee's position;
- c) For disciplinary purposes; or
- d) Demotion by employee request (voluntary demotion); or
- e) In lieu of layoff.
- f) *(see also Section 3.8 Nepotism)*

A demotion may be authorized by the City Administrator or Mayor for any employee who requests it or to prevent a layoff. Any demotion to prevent a layoff may be reversed when the employee's previous position is reopened.

#### **6.10 Call Back**

All employees are subject to being called back in emergencies or as needed by the City to provide necessary services to the public. An unreasonable refusal to respond to a call back is grounds for disciplinary action, including possible termination. Employees called back to duty will be paid their appropriate rate of pay for hours worked (the overtime rate, if applicable). The minimum callback time for compensation shall be two hours. For represented employees, refer to the Collective Bargaining Agreement for call back protocol and compensation.

#### **6.11 Compensation Upon Termination**

When an employee's employment with the City is terminated, the employee will receive the following compensation:

- a) Regular wages for all hours worked up to the time of termination have not been paid.
- b) Any holiday pay, compensatory time, sick leave (in accordance with Article 7.3.16), or vacation accruals due at the time of separation.

Upon termination of employment, employees shall be paid for accrued vacation time earned but not used.

#### **6.12 Death**

Upon death of an employee, all compensation due shall be paid in accordance with RCW 49.48.120, or other applicable State or Federal law.

Memorial services for a deceased current or retired City employee may be attended by other City employees during their scheduled workday, with approval of their supervisor, with no loss of pay or accrued leave.

#### **6.13 Out of Class Pay**

It may be necessary from time to time to assign employees to another position on an acting or temporary basis. To be eligible for acting pay, an employee must be appointed by the department director to the position and must perform all the duties of the new position. Employees assigned acting pay will be compensated an additional 5% of base wage for the duration of the assignment. At the conclusion of their "out of class" work, the employee will return to the original salary.

## **Section 7 – Leaves**

### **7.1 Holidays**

Legal holidays to be observed by the City are:

First day in January  
Third Monday in January  
Third Monday in February  
Last Monday in May  
Nineteenth day in June  
Fourth day in July  
First Monday in September  
Eleventh day in November  
Fourth Thursday in November  
Day immediately following Thanksgiving Day  
Twenty fourth of December  
Twenty fifth of December  
One Personal Holiday

Holidays that fall on a Saturday shall be observed on the preceding Friday. If any such holiday falls on a Sunday, it shall be observed on the following Monday.

If a non-exempt employee is required by the employee's department director to work on a recognized holiday, the employee shall receive compensation at the overtime rate for holiday pay.

Holidays which occur during vacation or sick leave shall not be charged against such leave.

An employee must be in a paid status both the day before and after a holiday to receive pay for that holiday.

An employee may select a personal holiday each calendar year and the City shall grant the day, provided:

- a) The employee has been continuously employed by the City for more than three months; and
- b) The employee has given not less than 15 calendar days written notice to the employee's supervisor;
- c) The number of employees selecting a particular day off does not prevent the City from providing continued public service.

The personal holiday must be taken between January 1 and December 31<sup>st</sup> of the current calendar year. If they are not taken during the dates specified above, entitlement to the days will lapse, except when an employee has requested a personal holiday, and the request has

been denied. An employee shall not be paid in lieu of taking the holiday under any circumstances.

## **7.2 Unpaid Holidays for Reasons of Faith or Conscience:**

Under Washington law all employees are entitled up to two unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.” If you wish to be compensated for the time off, please follow the policies for using accrued vacation, compensatory time or other paid time off.

The employee may select the days on which he/she desires to take the two unpaid holidays after consultation with their supervisor or department director. If an employee prefers to take two unpaid holidays on specific days, the employee may be allowed to take the unpaid holidays selected unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety. The term “undue hardship” has the meaning contained in the rule established by the Office of Financial Management.

If you seek to take a day off or a partial day off under this law, you must submit a written request to your supervisor or department director at least two weeks in advance. Note that a partial day off will count as a full day toward your yearly allotment of two days. Untimely requests will be considered if you can demonstrate that timely notice was not possible under the circumstances. You will normally receive a response within seven days of receipt of your request. Approval of the unpaid holiday shall not be deemed approved unless it has been authorized in writing by the employee’s supervisor or department director. The employee’s supervisor or department director shall evaluate the requests by considering the scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute and consideration of the meaning of “undue hardship” developed by the rule of the Office of Financial Management. “Undue hardship” is defined as an action requiring significant difficulty or expense when considered in the light of several factors. These factors include the nature and cost of the accommodation in relation to the size, resources, nature, and structure of the employer’s operation.

## **7.3 Vacation**

The annual leave allowance for nonexempt represented is stipulated in the appropriate collective bargaining agreement which is consistent with regular non-represented employees. The annual leave allowance for all employees shall be earned monthly based upon the following schedules:

Years of Service	Days of Vacation (accrued annually)
1-4	12
5-9	17
10	20
11+	+1 day/year to max of 25

New employees accrue vacation but are not eligible to take vacation during the probation period unless approved by the City Administrator. Regular part-time employees will receive vacation on a pro-rata basis. Temporary employees are not eligible for vacation benefits.

Each department is responsible for scheduling its employees' vacations without undue disruption of department operations. Leave requests shall be submitted at least four weeks prior to taking vacation leave or at the request of department directors. While vacation requests will be granted, if possible, requests may be denied depending on the number of employees requesting vacation for a given period and the needs of the City.

The City Administrator or Mayor must approve any vacation request for more than a two-week period.

Employees do not accrue vacation when in leave without pay status.

An employee may carry over one year's accrual of vacation past the employee's anniversary date of hire up to a maximum of 25 days (200 hours). In cases where the city operations have made it impractical for an employee to use vacation time, the supervisor may authorize additional carryover or extend the time to use the additional carryover. Employees will be paid for unused vacation time up termination of employment which will be limited to their authorized carryover amount.

#### **7.4 Executive Leave**

In recognition of attendance at public meetings and other demands which may require the attendance or efforts of exempt employees outside of normal working hours, an annual Executive Leave bank will be provided.

Exempt employees shall receive Executive Leave hours annually as determined by the department director and/or manager to be appropriate. The number of banked Executive Leave hours will be pro-rated for new hires or part-time employees.

Department directors, with approval from the City Administrator, have the flexibility to increase or decrease Executive Leave hours based on the number of demands placed on the exempt employee to work outside normal working hours.

Executive Leave will not be allowed to be carried forward into the next year and will be forfeited. Upon separation from the City, a balance of Executive Leave will be forfeited.

Requests to take Executive Leave will be in the same manner as vacation leave is requested. Executive leave should not be used as a substitute for extended vacation time. Absences in excess of three days shall be deemed as vacation time.

## **7.5 Safe and Sick Leave**

Under RCW 49.46.210, Paid Sick and Safe Leave (SSL) is available to employees to care for their own health and safety, and for the health and safety of their family members as described below.

## **7.6 Paid Safe and Sick Leave- Accrual and Eligibility**

- a) All non-exempt employees in part-time, non-regular positions shall accrue paid SSL at the rate of 1 hour per forty hours worked, beginning from their date of hire.
- b) Non-exempt employees in regular and limited term positions represented by a bargaining unit, shall accrue SSL in accordance with their collective bargaining agreement's provisions for accruing sick leave.
- c) Regular part-time employees who work at least twenty (20) hours per week will accrue SSL benefits on a pro-rata basis according to hours worked.
- d) Employees are entitled to use their accrued, unused paid SSL beginning on the 90<sup>th</sup> calendar day after the start of their employment. The accrual year is based on the employee's anniversary date of most recent hire. Employees do not accrue sick leave benefits during a leave without pay.
- e) Employees will be notified of their paid SSL balances on their paystubs, including accrued paid sick leave since the last notification, used paid sick leave since the last notification, and current balance of paid SSL available for use.
- f) Represented employees should refer to their collective bargaining agreement to obtain specific information about sick leave.

## **7.7 Authorized Usage of Paid Safe and Sick Leave**

- a) Employees may use their accrued, unused paid SSL hours to care for themselves or a family member (definition below) for:
  1. Mental or physical illnesses, injuries, or health conditions;
  2. The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
  3. The need for preventive medical care. The employee must make a reasonable effort to schedule such appointments at times which have the least interference with the workday.
- b) For the use of SSL for an employee's family member, family member is defined as:
  1. A child: including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian of an employee or the employee's spouse or is de facto, parent, regardless of age or dependency status.
  2. A parent, including spouse's parent(s); including a biological, adoptive, de facto or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

- 3. A spouse;
- 4. A registered domestic partner;
- 5. A grandparent;
- 6. A grandchild; or
- 7. A sibling

c) Closure of City offices or the employee's child's school or place of care when closed by order of a public official for any health-related reason.

d) To address issues related to domestic violence, sexual assault, or stalking.

- 1. Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to preparing for, or participating in, any civil or criminal legal proceeding related or derived from domestic violence, sexual assault, stalking
- 2. treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;
- 3. Attend health care treatment for a victim who is the employee's family member;
- 4. Obtain, or assist the employee's family member(s) in obtaining, services from a domestic violence shelter, a rape crisis center, or a social services program for relief from domestic violence, sexual assault, or stalking;
- 5. Participating, for the employee or for the employee's family member (s) in safety planning, temporary or permanent relocation, or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.

e) For purposes of leave related to domestic violence, sexual assault, or stalking, family member has the following definition:

Any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

f) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;

g) Use of a prescription drug which impairs job performance or safety;

h) Actual periods of temporary disability associated with pregnancy or childbirth.

Employees may request additional time off beyond the actual period of disability; vacation leave, compensatory time, or leave without pay may be used.

## 7.8 Reasonable Notice for the Usage of Paid Safe and Sick Leave

Employees must provide reasonable notice of an absence from work for which they will be using SSL for an absence resulting from:

- a) an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or an employee's need to preventive medical care;
- b) to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care,

or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; or

- c) when the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason. Such reasonable notice must be provided to the employee's immediate supervisor or the supervisor's designee. Any information provided will be kept confidential. The reasonable notice requirement is not intended to interfere with an employee's lawful use of paid SSL.
- d) Foreseeable Usage -If an absence is foreseeable, the employee must provide notice to their supervisor at least ten (10) days prior to the leave, or as early as practicable before the first day that SSL is used. If possible, notification should include the expected duration of the absence. When foreseeable leave is requested to address issues related to domestic violence, the employee must give advance oral or written notice to their supervisor as soon as possible.
- e) Unforeseeable Usage - If an absence is unforeseeable, the employee must contact their supervisor as soon as possible before the required start of their shift, unless it is not practicable to do so. In the event it is impracticable for an employee to provide notice to their employer, a person on the employee's behalf may provide notice to the employer. If possible, the notification should include the expected duration of the absence. In unforeseeable circumstances regarding domestic violence, sexual assault, or stalking, the employee or a designee must give oral or written notice to the supervisor no later than the end of the day of the first day that the employee takes such leave.

## **7.9 Incremental Usage of Safe and Sick Leave**

Incremental use of sick leave is allowed for all these reasons and may be taken in one hour or less increments.

## **7.10 Payroll**

Employees will be notified of their SSL balance each month by way of their pay stub. This information will include;

- Accrued SSL since the last pay period;
- Used SSL since the last pay period;
- Current balance of SSL available for use; and
- Donations via shared leave, if applicable.

## **7.11 Carry Over of Paid Safe and Sick Leave Time**

Any paid SSL accumulated during the accrual year, but unused shall be carried over to the succeeding year up to the following maximums:

- a) Non-represented employees may carry over up to 960 hours from one year to the next. The amount is the maximum accrual amount and, thus, no more than 960 hours may

carry over year to year. Regular part-time employees who work at least twenty (20) hours per week will accrue sick leave benefits on a pro-rata basis according to hours worked.

- b) Represented employees should refer to their collective bargaining agreement to obtain specific information about sick leave.
- c) The accrual year is based on the employee's anniversary date of employment.

#### **7.12 Rate of Pay When Using Safe and Sick Leave**

Paid SSL will be compensated at the hourly rate that an employee would have earned during the time that the employee used SSL. Calculation of overtime shall be based on FLSA rules; therefore, use of paid SSL shall not count towards the overtime calculation.

#### **7.13 Safe and Sick Leave Conversion or Cash**

For employees in part-time, non-regular positions, there is no option for SSL conversion or cash out. For these employees, hours more than the 40-hour maximum carryover will be forfeited.

For represented employees in non-exempt, regular status and limited term positions, SSL conversion will be consistent with the applicable collective bargaining agreement's provisions regarding conversion and cash out of sick leave when separating from employment from the City.

For non-represented staff in regular and limited term positions, SSL may be converted or cashed out at 25% of accrued hours when separating from employment from the City.

#### **7.14 Retaliation Prohibited**

Any discrimination or retaliation against an employee for lawful exercise of paid sick leave rights is prohibited. Employees will not be disciplined for the lawful use of paid sick leave. If an employee believes he/she is being discriminated against or retaliated against, promptly contact the Human Resources Manager at 425-888-7631.

Washington State Department of Labor & Industries at:

[www.Lni.wa.govWorkplaceRights](http://www.Lni.wa.govWorkplaceRights)

Call: 866-219-7321, toll free

Email: [ESgeneral@Lni.wa.gov](mailto:ESgeneral@Lni.wa.gov)

### **7.15 Reinstatement of Sick Leave Hours**

The City must reinstate an employee's previously accrued, unused paid sick leave if it rehires an employee within 12 months of separation. The City is not required to reinstate any hours of paid sick leave previously provided to the employee through financial or other reimbursement at the time of separation. If the period of time an employee separates from employment extends into the following year, the City is not required to reinstate more than 40 hours of accrued, unused paid sick leave. The accrual year is defined as January 1 – December 31<sup>st</sup>.

Upon rehire, the City will provide notification to the employee of the amount of accrued, unused paid sick leave available for use by the employee. If an employee is rehired within 12 months of separation, the employee is not required to wait another 90 calendar days to use their accrued, unused paid sick leave if the employee met that requirement during the previous period of employment. If the employee did not meet the 90-day requirement for the use of paid sick leave prior to separation, the previous period the employee worked for the City will count towards the 90 days for purposes of determining the employee's eligibility to use paid sick leave.

### **7.16 Shared Leave**

The purpose of shared leave is to permit City employees in regular and part-time regular positions, to come to the aid of a fellow City employee who is experiencing or has an immediate family member who is experiencing a serious, prolonged or critical nature medical condition which has caused or is likely to cause the employee to take unpaid leave for a prolonged period of time generally considered to be at least fifteen (15) consecutive workdays. Medical conditions or illnesses that are routine, short term or sporadic shall not be considered for voluntary shared leave purposes. Examples of short term non-qualifying illnesses include such things as contagious disease (flu); chronic allergies or condition; short-term recurring medical or therapeutic treatments; and normal pregnancy. These examples are illustrative and not all inclusive. Each case must be examined on its conformity to policy intent and must be handled consistently and equitably. Employees who receive shared leave and are qualified for FMLA leave will be placed on FMLA leave and will use the donated leave concurrently while being on FMLA leave. The City will consider whether the employee is expected to return to City employment in deciding whether to grant a request for shared leave.

- a) An employee's department director may permit an employee to receive shared leave if:
  - At the time of the employee's request, the employee shall have exhausted or will exhaust all their accrued leave of all types during the term of the event.
  - The employee has applied for and is awaiting approval of Paid Family Medical Leave (PFML).
  - The employee has abided by the City's SSL policy prior to the use of shared leave.
  - The use of shared leave will not significantly increase the City's costs, except for those costs which would otherwise be incurred in the administration of this program, or which would otherwise be incurred by the employee's department.

- Medical conditions are not job related.
- The employee has provided proper medical documentation and has completed the FMLA paperwork.
- The employee's request is not greater than 240 hours.

b) Shared leave requests greater than 240 hours must be submitted to the department director and approved by the City Administrator or designee. The City Administrator will determine the total amount of sick leave that can be donated to an employee but in no case will the amount of donated sick leave exceed 90 working days during one calendar year. Requests approved by the City Administrator or designee will be forwarded to the Human Resources Department.

c) An employee requesting shared leave must submit a Shared Leave Request to his/her department director in writing and may be required to provide appropriate medical justification and documentation for the leave and the time which the employee can reasonably be expected to be absent. If approved by the director, the request shall be forwarded to Human Resources by the director. Donations will be blind and donated through the payroll system. Employees who wish to participate in the shared leave program should contact Human Resources or Payroll.

d) Employees have the option of donating vacation or sick leave. In no event will an employee be allowed to donate more than 80 hours of accrued sick leave or vacation leave. Additionally, the employee donating the leave must retain a minimum balance of 40 hours in the appropriate bank after the donation. All donations for sick leave shall be voluntary and shall be intended as a gift without compensation.

e) If any leave donated under this section is not used, it will be returned to the donating employee(s) if there is no reasonable expectation that the leave will be needed soon in connection with the illness or condition for which the donation was permitted.

f) Leave may be transferred from employees from one department to an employee of the same or different department. **Donated leave shall be transferred on an hour-for-hour basis regardless of the rate of compensation.**

g) An employee on shared leave shall continue to be classified as a City employee and shall receive the same salary and benefits as would otherwise be received if using accrued leave. The employee's salary rate shall not change because of being on shared leave, nor under any circumstances shall the employee's pay and benefits exceed the total salary and benefits which the employee would have received in a regular pay status. If an employee can work part-time under this program, he/she shall receive pro-rated vacation and SSL accruals which must be used prior to receiving donated leave.

h) Employees are limited to receiving a maximum of 480 hours of donated leave per serious health event which shall be tracked by the Finance Department. The Finance Department shall adjust accrued leave balances of the donor and recipient of the shared leave. Donated leave may only be used for the event that has been requested and approved by the City Administrator or department director. Donated leave may only be used for the time period requested by the employee and approved by the City. At the end of the approved leave requests, any donated hours more than the original request will be returned to the employee who donated hours. Records of all donated leave shall be maintained in the event any leave is returned later.

- i) The Department of Retirement Systems (DRS) does not recognize shared leave as reportable compensation or time counted towards years of service.
- j) The use of shared leave shall be monitored by the Human Resources Department to ensure equivalent treatment for all City employees. Inappropriate use or treatment of shared leave may result in disciplinary action as well as the cancellation of the donated leave or use of shared leave.

**7.17 Family Medical Leave Act, Washington Family Leave Act, and Paid Family and Medical Leave Act**

A. Family Medical Leave and Washington Family Leave Act.

The City complies with the Federal Family and Medical Leave Act of 1993 (FMLA) and all applicable State laws related to family and medical leave including but not limited to the Washington Family Leave Act (WFLA), and the Paid Family and Medical Leave Act (PFML). This section is intended as a summary with additional guidance available by the federal or state regulations.

The FMLA supersedes the WFLA where the provisions overlap. The FLA and PFML run concurrently with FMLA except during FMLA military leave. FMLA provides up to 12 weeks of unpaid job-protected leave to eligible employees for eligible reasons relating to family and medical care.

Employees who have been employed by the City for at least 12 months and have worked at least 1,250 hours in the last 12 months are entitled to 12 weeks of FMLA/WFLA – qualified leave every 12 months for one or more of the following reasons:

1. The non-medical care of the child of the employee or of the employee's spouse/domestic partner after birth;
2. The placement of a child with the employee or his or her spouse/domestic partner for adoption or foster care;
3. The care of the employee's spouse/domestic partner, or a child or parent of the employee or his or her spouse/domestic partner who has a serious health condition; or
4. The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.
5. A qualifying military exigency for the spouse/domestic partner, son, daughter or parent of the employee set forth in the federal Family and Medical Leave Act and its implementing regulations, including i. Short notice deployment ii. Military events and related activities iii. Childcare and school activities iv. Financial and legal arrangements v. Counseling vi. Rest and recuperation vii. Post-deployment activities
6. The care of a spouse/domestic partner, parent, son, daughter, or next of kin who is a covered servicemember and has a serious illness or injury under the terms and

circumstances that such leave would be available under the federal Family and Medical Leave Act and its implementing regulations.

Selection of FMLA Period – the 12-month period during which an employee is entitled to 12 weeks of FMLA-qualified leave is a “rolling” 12-month period measured backward from the date an employee uses any FMLA/WFLA-qualified leave.

In certain circumstances, eligible employees may take FMLA intermittently or by reducing their work schedule. If the FMLA is due to the employee’s own serious health condition or to care for a family member, the employee may take the leave intermittently or on a reduced work schedule basis, when necessary, because of a qualifying exigency arising from a family member’s military service. If FMLA leave is to care for a child after the birth or placement for adoption or foster care, employees may take their FMLA leave intermittently or on a reduced work schedule only with the City’s permission.

An employee seeking to use leave must provide written notice to the Human Resources Manager at least 30 days in advance of the need to take the leave when the need is foreseeable. The City may require delay or any leave if the need was foreseeable and proper notice was not given. For leaves that are not foreseeable, the employee should give notice as soon as practical.

When leave is requested in connection with planned medical treatment, the employee must make a reasonable effort to schedule treatment to prevent disruptions to City operations.

In addition, employees who need leave for their own or a family member’s serious health condition may be asked to provide medical certification from a healthcare provider of the serious health condition, periodic recertification of the serious health condition and when the leave is for an employee’s own serious health condition, a certification that the employee is fit to return to work. A second medical certification may be performed by a different doctor at the City’s expense. If the second certification differs from the first, the employee and the City may mutually select a third healthcare provider paid for by the City, whose opinion will control.

Employees who need leave for qualifying exigency arising from a family member’s military leave must provide certification confirming the need for leave.

The City requires employees to use accrued sick leave, compensatory time, floating holiday, and vacation leave, when applicable and in this order while on leave under the FMLA or WFLA. Once accrued leave is exhausted, the leave will be unpaid. An employee will accrue sick and vacation leave during those periods of leave for which the employee is receiving compensation.

Upon return from an FMLA-qualified leave, the employee is entitled to his or her former position or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment, unless unusual circumstances have arisen (e.g., the employee’s position or shift was eliminated for reasons unrelated to the leave). If an employee takes more than 12 weeks of FMLA qualified leave in any 12-month period, the City reserves the discretion

to not return the employee to work after such leave unless otherwise required by law. If the employee chooses not to return to work for any reason, the employee should notify his/her department director as soon as possible and Human Resources.

For leave taken under the FMLA, the City must keep the employee on its health insurance coverage, including family coverage if applicable, and continue to pay the City's share of the coverage as if the employee were still at work or a maximum of twelve weeks. The employee must pay his or her share of the premium. The City may cancel coverage if the employee's premium payment is more than 30 days late and the City provides the employee with written notice at least 15 days in advance advising that coverage will be cancelled if the premium is not received. If the employee fails to return from leave, the City may recover the premiums paid for any coverage unless the failure to return is due to a serious health condition that prevents return, to other circumstances beyond the employee's control.

If an employee is covered by other City-paid insurance plans through the City, such as life or disability insurance, the coverage will continue during paid leave on the same basis as during regular employment.

## B. Paid Family Medical Leave (PFML).

Eligible employees may apply for PFML, a program administered by the Washington State Employment Security Department ("ESD"). The PFML program allows eligible individuals to receive partial wage replacement and time off for qualifying family or medical events, including welcoming a new child into their family, a serious health condition or injury, or the need to care for an ill relative, and for certain military-connected events.

Leave benefits are funded by employer contributions and employee payroll deductions as described in RCW 50A.10.030. Eligibility is determined by the ESD, and employees must apply directly to the state to participate (<https://www.paidleave.wa.gov/login>). If an employee's PFML application is approved by ESD, the employee must file weekly claims for benefits, and will receive benefit payments from the State. These benefits are distinct from paid leave accruals offered by the City. An employee cannot receive PFML benefits and use paid leave accruals for the same absence. a. Eligibility Under PFML Employees may be eligible for monetary benefits and job protection when taking leave for covered reasons.

Eligibility requirements are as follows:

1. Monetary Benefits: To be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington State (for any employer or combination of employers) during the year preceding the claim.
2. Job Protection: To be eligible for job protection with the City under PFML, an employee must meet the Federal Family Medical Leave Act ("FMLA") eligibility requirements (must have worked for the City for at least 12 months and have worked 1250 hours in the last year). An employee is ineligible for PFML benefits during any period of suspension from employment or during which the

employee works for compensation or profit (i.e. outside employment or contracting).

Leave Entitlement Within your “claim year” you can take:

1. Up to 12 weeks of medical leave to recover from or get treatment for a “serious health condition,” or family leave to take care of a qualifying family member who is ill or injured with a “serious health condition” or to bond with a new child or for certain military events.
2. Up to 16 weeks of combined medical and family leave if you have events covered by both in the same claim year.
3. Up to 18 weeks of combined medical and family leave if you experience a condition in pregnancy that results in incapacity, like being put on bedrest, and then take bonding leave.

PFML leave may be taken for the following qualifying events:

1. Family leave. Bonding with a new child coming into your family through birth, adoption, or foster placement. Caring for a covered family member with a serious health condition or injury. Bereavement leave for seven days following the loss of a child for whom an employee could have taken medical or bonding leave. Certain events for military families.
2. Medical leave (for yourself). Recovery or treatment for your own serious health condition or injury, including recovery from childbirth. PFML leave runs concurrently with FMLA leave year where an absence is covered by both laws and an employee is receiving PFML benefits.

**Notification Requirements** An employee must provide written notice to Human Resources of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as possible. If an employee fails to provide this required notice to the City, ESD will temporarily deny PFML benefits. After receiving the employee’s written notice of the need for leave, the City will advise the employee whether the employee is eligible for job protection under PFML or FMLA or both.

If leave is being taken for the employee’s or family member’s planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt City operations. For any week during which an employee submits a claim to ESD for PFML benefits, the employee must notify the City of how many PFML hours were claimed, so that the City may properly track leave use. If taking leave intermittently, an employee must notify 72 Human Resources in writing each time PFML leave is taken so that the City may properly track leave use.

**PFML Monetary Benefits** If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee’s average weekly wage, subject to a weekly maximum. ESD’s website provides a

benefits calculator to assist employees in estimating their weekly benefit amount. Existing Leave Benefits Paid leave accruals (vacation, Washington paid sick leave [WPSL], City sick leave, personal holidays, compensatory time, exchange time, or any other accrued leave) are not supplemental to PFML benefits. If an employee elects to use such accrued leave during a PFML-covered absence, the receipt of accrued leave must be reported to ESD as part of the PFML claims process and will result in a prorated weekly PFML benefit. Note: failure to report the receipt of accrued leave may result in an overpayment by ESD, which ESD may recoup from the employee.

**Waiting Period Monetary PFML benefits are subject to a seven (7) consecutive calendar waiting period, except for leave taken in connection with the birth or placement of a child or for a qualifying military exigency. The waiting period begins on the Sunday of the week in which PFML leave is first taken. Employees may use available accrued leave to cover absences during the waiting period without a reduction in WA PFML benefits.**

**Coordination with Other Benefit Programs** When an employee is on leave and only receiving PFML benefits, the employee is deemed to be in “unpaid status” for purposes of City policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to City policy and subject to any FMLA or other legal requirements requiring continuation of coverage.

**Job Restoration & Return to Work Recertification** Similar to the federal FMLA, an employee who is eligible for job-protected leave will be restored to the same or equivalent position at the conclusion of PFML leave, unless unusual circumstances have arisen (i.e., the employee’s position or shift was eliminated for reasons unrelated to the leave). The City may require a return-to-work certification from a health care provider before restoring the employee to work following PFML leave when the employee has taken leave for the employee’s own serious health condition. (Certification will typically be required after three (3) consecutive workday absences.)

If an employee taking PFML leave chooses not to return to work for any reason, the employee should notify Human Resources as soon as possible.

## **7.18 Domestic Violence, Sexual Assault or Stalking Leaves**

Employees who are victims of domestic violence, sexual assault, or stalking, or who have a family member who is a victim, may take reasonable unpaid leave from work either in continuous blocks of time or intermittently, or continue employment on a reduced work schedule, to take care of related legal or law enforcement needs, to obtain or assist in obtaining medical treatment, social services, assistance, or mental health counseling, to participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase the safety of the employee or family member.

An employee may elect to use paid sick leave, if applicable, vacation, comp time, or personal holiday time while on leave.

For purposes of this policy, family member is defined as child, spouse/domestic partner, parent, parent-in-law, grandparent, or person the employee is dating.

Employees must give as much advance notice of the need for leave as possible. Consistent with RCW 49.76.040, leave requests must be supported with one or more of the following:

- a) A police report;
- b) A court order of protection;
- c) Documentation supporting a court appearance;
- d) Documentation from a health care provider, domestic violence advocate, attorney, or clergy, or
- e) An employee's written statement that the employee or employee's family member is a victim and needs assistance.

If the situation does not allow for advance notice, the employee must notify the department director or Human Resources Department no later than the end of the first day that the employee takes leave. Communication between the employee and Human Resources would remain confidential under RCW 49.76.040 (8).

The City will continue to pay the City's share of health benefits as if the employee were still at work provided the employee pays his or her share of the premium.

At the end of the leave, the employee will be restored to the same position or equivalent position in pay, benefits, terms, and conditions unless the employee had a temporary assignment or was hired to work on a limited term project that was completed before or during the leave.

## **7.19 Military Related Leaves**

An employee who is a member of the Washington National Guard, the U.S. Armed Forces, or of any organized reserve of the United States will be granted military leave in accordance with state and Federal law. Employees who take military leave will have all the rights to reinstatement, seniority, vacation, layoffs, and compensation as are provided by applicable law.

A qualified employee is entitled to a paid military leave of absence for a period not to exceed 21 working days during each year beginning October 1 and ending the following September 30. Military leave beyond the 21 days of paid time off will be unpaid unless the employee elects to use accrued vacation or comp time during the period of military leave.

Employees should notify their supervisor as soon as they receive notice of the need to report for military duty and provide the supervisor with a copy of the military orders.

During a period of military conflict declared by the President or Congress, an employee who is the spouse of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15

days of unpaid leave while his/her spouse/domestic partner is on leave from deployment, or before and up to deployment. (This reason for leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements to take this spousal military leave.) The purpose of this leave is to support the families of military personnel by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of his/her intent to take leave within five (5) business days of receiving official notice that the employee's spouse/domestic partner will be on leave or of an impending call to active duty. The employee may substitute any eligible accrued leave for any part of this military leave.

## **7.20 Leave of Absence Without Pay**

The City may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, or pursuing an education.

The City Administrator may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, pursuing an education, or fulfilling a military obligation more than fifteen (15) days per year.

Only regular full-time and part-time employees who have satisfactorily completed their probation period and have worked over 1500 hours during the prior calendar year are eligible for leave without pay. The following requirements apply:

- 1) Leave may be granted to an employee at the discretion of the City Administrator. Leave without pay will only be allowed once per calendar year.
- 2) Accrued compensatory time, if any, and vacation leave must be exhausted prior to requesting any leave without pay.
- 3) An employee's benefits are suspended during the period of unpaid leave until the employee returns to work. Vacation, sick leave and/or any other benefits do not accrue while an employee is on leave without pay.
- 4) During the leave of absence without pay which extends beyond the 12 weeks provided by the Federal Family and Medical Leave Act the City does not pay its share of any employee group insurance premiums. The employee may continue group insurance coverage by enrolling in COBRA.

- 5) An employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned. An employee returning from a temporary disability may, at the City's option, return to the same position or similar position at a comparable rate of pay.
- 6) If the leave without pay is due to an illness, the City may require a doctor's certificate stating that the employee is capable of returning to work and performing the work, duties and responsibilities of the employee's position.
- 7) The City Administrator and the Mayor must approve multiple leaves of absence during any employee's tenure.

During the leave of absence without pay which extends beyond the 12 weeks provided by the Federal Family and Medical Leave Act the City does not pay its share of any employee group insurance premiums. The employee may continue group insurance coverage by enrolling in COBRA.

### **7.21 Jury Duty and Other Court Duty Leave**

It is the civic obligation of each employee to serve on a jury if called. While on jury duty, an employee will receive full pay from the City. And employee will receive full pay when subpoenaed for a deposition or at a hearing or trial when the testimony involves the employee's role as a City employee. And employee will not be paid for time served as a plaintiff, defendant, or witness in a civil matter not involving the employee's role as a City employee, unless that time is taken as accrued vacation leave.

When an employee with a flex schedule is summoned to jury duty, the supervisor will change the employee's schedule to five 8-hour days, Monday through Friday for the duration of the jury duty.

If given the option to be paid or to donate payment, the employee should select to be compensated for jury duty. The employee shall inform Finance Department staff of the amount received for jury duty or witness fees, exclusive of travel and parking, and an amount equal to jury or witness fees received by the employee will be deducted from the employee's next month end paycheck.

Employees who are absent from work because of jury duty will retain seniority and all benefits. The time away will not affect vacation or sick leave accruals.

When an employee is released from jury duty or as a witness by the court during the employee's workday, the employee is to immediately inform an appropriate supervisor and report to work if requested to do so. If approved by the employee's supervisor, the employee may choose to not return to work for the remainder of the workday and use accrued leave

## **Section 8 – Benefits**

All employees are covered by the State Industrial Insurance program (worker's compensation). This type of insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, State Industrial Insurance will pay the employee for workdays lost for any disability resulting from job-related injuries or illnesses. All job-related accidents should be reported immediately to the department director.

### **8.1 Worker's Compensation**

When an employee is injured due to an on-the-job accident and seeks medical treatment, the employee is required to file a claim for Worker's Compensation. If a regular employee files a claim, pending receipt of Worker's Compensation benefits, the City will continue to pay (by use of the employee's unused accrued leave) the employee's regular salary, unless the employee opts to take leave without pay.

When an employee receives Worker's Compensation benefits, the amount received will be deducted from the employee's next paycheck. Upon the payment of funds from a worker's compensation, the appropriate amount of accrued leave shall be restored to the employee's account. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensure that no employee receives more than would have been received had the injury not occurred.

The City may require an examination at its expense, performed by a physician of its choice, to determine when the employee can return to work and if the employee will be capable of performing the duties and responsibilities of the position.

The City's health insurance coverage is administered in accordance with the Employer Shared Responsibility provisions of the Patient Protections and Affordable Care Act (PPACA) as amended. Under the terms and conditions of this policy and the City's health benefits plan, the City provides health coverage to full time regular and part time regular employees, and their dependents up to age 26. The benefits, terms, and conditions for the city's health benefits plans, including costs owed by eligible employees are explained annually at the benefits fair and during open enrollment.

### **8.2 Medical Insurance**

The City will pay 95% of the medical premium to insure exempt employees, spouses, and dependents; provided, however, that if an exempt employee's spouse has access to other insurance through his or her place of employment, the City will not pay for medical premiums. The employee may elect to pay 10-0% of the premium to insure such spouse. Only exempt employees grandfathered in receive 100% of premiums paid.

Except as otherwise provided above, exempt employees shall receive the same benefits as those approved through union contracts.

### **8.3 Affordable Care Act (ACA) Work Hour Qualifications:**

**Full time regular** employees are not subject to an annual or monthly hour limitation and may work 40 or more hours per week, without limit, unless otherwise limited by the City's overtime policy, job description, the terms of applicable collective bargaining agreement, or the terms of any other city policy. Full-time employees are not subject to initial or standard measurement, administrative, or stability periods.

**Part-time regular** employees are subject to an annual or monthly hour limitation based on their budgeted FTE or otherwise limited by the City's overtime policy, job description, the terms of applicable collective bargaining agreement, or the terms of any other city policy. Part-time regular employees are not subject to initial or standard measurement, administrative, or stability periods.

**Part-time non-regular** employees are subject to an annual hour limitation and may not exceed 1,560 work hours annually. Part time non-regular employees are subject to initial and standard measurement, administrative, and stability periods.

### **8.4 Extended Health Benefits (COBRA)**

Extended Health Benefits (COBRA) – In compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), the City will offer continuing health care coverage on a self-pay basis to employees and their dependents following termination (for reasons other than gross misconduct), a reduction in hours, retirement or death.

Employees may not extend their separation date with the City beyond their last working day to gain an additional month of medical benefits unless prior approval has been authorized by the Human Resource Department, the City Administrator or Mayor as part of a separation agreement.

### **8.5 Benefits for Non-Regular Employees**

Non-regular employees shall not be entitled to paid holidays, vacation, or other leaves of absence, with or without pay. Benefits provided to non-regular employees shall be limited to those employers' paid benefits required by Federal or state law or as provided for through collective bargaining contracts and agreements duly agreed upon between authorized employee organization or union and the City.

### **8.6 Benefits for Regular Part-Time Employees**

Regular part-time employees shall be eligible for prorated sick leave, holidays, and vacation based on their budgeted position. They shall be entitled to no other benefits except as required by Federal or state law or as provided for through collective bargaining contracts and agreements duly agreed upon between authorized employee organizations or Unions and the City.

### **8.7 Unemployment Compensation and Termination**

Employees may qualify for Washington State unemployment compensation after termination from City employment depending on the reason for termination and whether certain qualifications are met.

### **8.8 Employee Assistance Program (EAP)**

The Employee Assistance Program is a voluntary program for professional and confidential counseling and assistance to employees whose job performance, health, or well-being are adversely affected by personal problems. Continuation of this program shall be dependent on allocation of funding in the City's annual budget. Employees may use sick leave for EAP appointments during scheduled work hours.

Upon recognition of a work performance problem, the supervisor will engage in normal corrective counseling with the employee. If the cause of the problem cannot be determined, or it is determined that the problem is personal in nature, the supervisor may advise the employee of the Employee Assistance Program.

### **8.9 Employee Development**

The City of North Bend encourages employees to pursue professional development opportunities to complete required certifications, continue their education and develop their knowledge, skills, and abilities. Employees are encouraged to make use of college and university academic programs and workshops sponsored by other agencies or organization. The City will consider providing appropriate assistance to an employee who undertakes a course of study which is mutually advantageous to the City and the employee's proficiency. A course of study which is mutually advantageous to the City if it is reasonable to expect the employee will have an opportunity to apply the skill or knowledge in the City's interest during their career. The employee's present assignment need not limit consideration of City encouragement or assistance to the employee's academic interests. For employees desiring to enroll in formal academic programs, the City will, when reasonable under the circumstances, arrange workloads and schedules to permit attendance. Suitable arrangements will be made by the department director.

### **8.10 Tuition Assistance**

The City of North Bend encourages employees to obtain additional training and education which will facilitate their advancement in City employment and be consistent with the best interests of the City. When there is an adequate budget, the City may provide an education assistance plan to improve employees' current and future job-related skills, knowledge and abilities.

Employees must apply for requested courses with a written request to their department director. If approved by the department director, the requests must be submitted to the Human Resources Department. The maximum number of requests that may be approved will be determined by the amount of reimbursement funds approved for that budget year.

In determining the requests to approve, the Human Resources Department will consider the following factors:

- a) The value to the City in the course of study to be pursued by the applicant.
- b) Recommendations by the applicant's supervisor(s).
- c) Length of City service.
- d) The City's interest in encouraging the maximum employee participation within the budgeted funds available.

All time expended in relation to any course of study shall be on the employee's own time.

### **8.11 Tuition Reimbursement**

At the end of a course or training, an expense reimbursement request shall be submitted by the employee to their department director. Each employee must furnish a grade report or certificate to indicate completion of the training. For the reimbursement request to be approved, the employee must successfully complete the course with a grade of "C" or better. Once the department director has approved the reimbursement request, it will be forwarded to the Human Resources Department.

The employee will be reimbursed for the total amount of the cost providing adequate funds are available in the year the training was taken. Employees must successfully complete the course with a "C" or better or a certificate for the training. If the amount of reimbursement requests exceeds the budget, the amount budgeted will be disbursed equally at the end of the year.

The employee shall be responsible for all associated expenses, e.g., costs of books, course materials, and transportation costs directly related to the course or training.

In the event the employee voluntarily resigns from the City during the two-year period following the date of satisfactory completion of such course or training, the employee may be required to repay to the City any amount provided for tuition.

If the employee who is enrolled in a course approved for reimbursement under this program is terminated for reasons unrelated to the employee's performance or conduct, the employee may be reimbursed for current tuition costs upon termination.

### **8.12 Technical Training**

Technical training courses, seminars, workshops, and conferences which are intended to improve the efficiency or effectiveness of the services rendered by City employees may be attended by regular part-time and regular full-time employees subject to budgetary provisions and with advance written permission of the employee's department director.

Training sessions may be held during regular working hours at the discretion of the department director. Training held out of state requires permission by the City Administrator.

Employees shall not be compensated for any time spent at training sessions held outside of the employee's regular working hours unless attendance at the training session was mandatory, the employee was required to perform productive work, or the training session was directly related to the employee's current position. However, the department director has the discretion to compensate employees for time spent in City-sponsored training sessions held outside regular working hours when the training session relates to the employee's reasonable anticipated future duties or position(s).

In the event the employee voluntarily resigns from the City, the employee may be required to reimburse the City's costs for special training provided to the employee in the previous 12-month period.

### **8.13 Retirement Benefits**

Regular employees are required to participate in the State of Washington's Public Employees' Retirement System (PERS) if their compensated hours continue to qualify them for service credit under the appropriate plan. Employer and employee contributions shall be made in accordance with State law. The employee's contribution shall be made by means of a payroll deduction.

The City also makes contributions on behalf of all eligible employees to the Social Security System, in addition to those contributions made by the employee through FICA deductions.

### **8.9 Employee Recognition**

The City has identified the values that guide our work. To succeed in reaching our goals and objectives, we must recognize our talented, productive, and inclusive staff. The purpose of the Employee Recognition for Outstanding Performance Plan is to regularly recognize our employees for their hard work and to establish procedures and guidelines under which City funds may be utilized for awards that are intended to promote cost savings, efficiency,

performance, productivity, safety, reliability, dedication, and commitment to the community amount City employees. ("Outstanding Performance")

The City may expend funds for the purpose of the Plan, subject to Council budgeting funds for the Plan. All monetary awards are taxable. The City may award any of the following awards:

- a) Gift Cards: Gift cards in amounts up to \$200 may be given to an employee in recognition of Outstanding Performance.
- b) Performance Payment: A performance payment of up to Five Hundred Dollars (\$500) may be awarded to an employee for Outstanding Performance which includes a successful proposal resulting in cost savings to the City or increasing employee productivity (Performance Payment). All customary withholding and other payroll taxes and deductions shall be withdrawn from the Performance Payment prior to payment to the employee.
- c) Employee of the Year will receive a gift card valued at \$100.
- d) Incentive Pay – to incentivize future exceptional work performance or to retain talent, the City may provide incentives or bonuses to employee (s) approved within the annual budget. The City Administrator and Mayor reserve the right to determine the amount of the incentive and the eligible employee(s). Amounts may not exceed \$1000 per individual. A paid day off may also be used as an incentive.

Limits: No employee shall receive a gift card(s) exceeding \$200 in any one calendar year. No employee shall receive more than one Performance Payment per year. Employees receiving gift cards are responsible for all tax-related requirements.

## **8.15 Exempt Employee Performance Pay**

This policy applies to all employees who are exempt from the Fair Labor and Standards Act (Exempt Employees). The purpose of the Performance Pay Policy is to incentivize and award Exempt Employees for outstanding performance and to compensate them based upon completion of certain enumerated goals. Exempt employees may be considered for performance payments not to exceed three percent (3%) of salary as determined by the Mayor and City Administrator and such payments are not automatic. A written performance evaluation shall be conducted for any Exempt Employee on an annual basis. As part of this performance evaluation, the City Administrator or department director will set goals for the Exempt employee. A performance award will be based upon the level of performance by the Exempt employee and by the progress goals completed during the calendar year.

## **8.16 Service Awards**

The City recognizes employees who have achieved significant milestones of longevity. Years of Service awards are given at each quarterly lunch as well as those who have received promotions. Represented employees may refer to the CBA regarding longevity bonuses.

## **8.17 Retirement or Separation of Department Director**

Retirement or Separation of a Department Director – Awards are given to employees who achieve longevity milestones in their careers with the City in any given year, or their retirement. Employees will be provided with a plaque in recognition of their years of service. Up to \$200 will be allowed to purchase decorations, light snacks, refreshments, and a cake for a farewell event.

## **8.18 Annual Recognition Events**

The City Administration coordinates recognition events that contribute to increasing connection and fun to support the workplace culture. These events include but are not limited to quarterly luncheons, Chili Cook-Off, Ugly Sweater Contest, and the Holiday Cookie Exchange.

Wellness – a handful of activities are planned throughout the year designed to encourage wellness and social interaction, such as wellness walks, hikes, biking, sporting events and presentations on various health and wellness topics. With supervisor approval, employees may attend events scheduled by the Wellness Team not to exceed one hour during the employee's regular work schedule monthly. If an event is planned during the employee's lunch break, the employee may attend during the lunch break and may take their lunch break at another time.

To motivate participation, employees participating in Wellness challenges shall be eligible for prize drawings.

## **8.19 Professional Development as Reward**

Each department budget includes funds for individual professional development opportunities. The Human Resources Department budget includes a Citywide training budget. To foster a culture of growth and development and reward and recognize staff, department directors may allocate a portion of their department's budget for attendance at optional events as a reward for performance.

## **8.20 Shout Outs**

A simple gesture can brighten someone's day. A Shout Out is a peer-to-peer recognition tool used to recognize someone for their work, living our organizational values, and talents, and to contributing to a culture of appreciation, kindness, and community. Shout Outs will be shared via all staff emails and posted on staff bulletin boards.

Special Commendations at City Council Meetings – Formal recognition may be given by the Mayor and/or City Council following an employee's heroic or especially meritorious acts of public service.

## **Section 9 – Discipline, Termination and Grievances**

All employees are expected to exercise good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the City.

Acts, errors, or omissions which discredit the public service or impair the provision of orderly services to the community of the City may result in discipline, including termination.

### **9.1 City Expectations For Employee Conduct**

The City expects all employees to comply with the City's organizational vision, values, and standards of conduct. It is important to establish certain expectations regarding employee conduct to ensure efficient City operations, and for the benefit and safety of all employees. As a general matter, employees should conduct themselves in a professional manner and use good judgment in performing their job duties.

**Fit-for-Duty** -If an employee's performance, conduct or behavior raises a serious concern about the safety of others, the City may require a Fit-for-Duty assessment in addition to any corrective and/or disciplinary action taken. The Fit-for-Duty assessment is to evaluate the employee's ability to safely be on the job.

Conduct that interferes with City operations is detrimental to the City and/or is offensive to coworkers or constituents and will not be tolerated. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of behavior that may result in disciplinary action, up to and including termination of employment:

- a) Failure to treat employees and/or citizens in a courteous and respectful manner;
- b) Failure to perform assigned duties, or performance of duties in an unsatisfactory manner;
- c) Unauthorized absence, or excessive tardiness or absences;
- d) Knowingly misusing, taking for personal use, destroying, damaging or wasting property, supplies or utilities belonging to the City or another employee;
- e) Assaulting, threatening, or intimidating supervisors or any other fellow employee, vendor, or any member of the public;
- f) Violation of City policy regarding workplace violence;
- g) Engaging in any form of sexual or other unlawful harassment of, or discrimination towards, another employee, a member of the public, a vendor or other third party;
- h) Falsifying or altering any City record or report, such as an employment application, medical reports, production record, time records, expense records, absentee reports, or the like;
- i) Misusing City communication systems, including electronic mail, computers, Internet access, and telephones;

- j) Refusing to follow management's lawful instructions concerning a job-related matter, or otherwise being insubordinate;
- k) Smoking where prohibited by City policy or local ordinance;
- l) Using profanity or abusive or offensive language;
- m) Sleeping on the job;
- n) Disclosing confidential information regarding the City or City resident(s);
- o) Negligence or improper conduct resulting in injury or damage to City property;
- p) Failure to fully cooperate with a City investigation;
- q) Failure to follow appropriate notification or other procedures in connection with an absence;
- r) Violating safety procedures or policies, or otherwise endangering the safety of an employee, coworkers or the public;
- s) Making, publishing or repeating false, vicious or malicious statements concerning a co-worker;
- t) Reporting to work under the influence of alcohol, illegal drugs, non-prescribed controlled substances, or using, selling, dispensing or possessing illegal drugs or narcotics on City premises;
- u) Dishonesty;
- v) Fighting; or
- w) Engaging in off-duty misconduct that interferes with an employee's ability to do their job or reflects negatively on the City.

The list contains examples only and is not exhaustive. At management's discretion, any violation of the City's policies or any conduct considered inappropriate or unsatisfactory may subject an employee to disciplinary action.

## **9.2 Forms of and Procedures for Disciplinary Action**

These procedures are intended to provide a brief description of the general disciplinary structure, but the City reserves the right to deviate from these procedures when, in the City's sole discretion, it is appropriate.

Disciplinary action is progressive. There are several steps in disciplinary action which may be applied to discourage detrimental behavior or actions.

- a) Oral Warning—Oral warnings may be given for minor offenses, or to bring to the employee's attention a potential work performance problem. They are intended to give an employee an opportunity to correct a condition.
- b) Written Warning—A written warning will be issued by the supervisor in the event the employee continues to disregard an oral warning or if the misconduct, inadequate performance, or infraction is severe enough to warrant a written record in the employee's personnel file.
- c) Suspension—(See Subsection 9.2.3, *Paid Administrative Leave and Section 9.3, Pre-termination, or Disciplinary Hearing*.)—A suspension is time off with or without pay for

disciplinary reasons. This form of discipline is administered because of a severe infraction of rules, standards, or for repeated lesser violations.

- d) Demotion – A demotion is a transfer to a position with lesser responsibility and usually less pay. Demotions may be temporary or permanent. This form of discipline is administered because of a severe infraction of rules, standards, or for repeated lesser violations, or when an employee has demonstrated an inability to competently perform his assigned position.
- e) Disciplinary Probation – A disciplinary probation may be used when an employee has violated rules and standards or has demonstrated an inability to competently perform his assigned position, and the employee is given an additional period to demonstrate rule abiding and competent behavior. During a period of disciplinary probation, a regular employee may not use any earned but unused vacation benefits or accrued compensatory time, and may not take a floating holiday, and is ineligible for any other leave. Disciplinary probation may be for any period not to exceed six months. If the regular employee fails to correct performance or repeats unacceptable conduct during the disciplinary probation period, the employee may be discharged.
- f) Termination – A termination is the involuntary separation of an employer from the City. This form of discipline is also administered because of a severe infraction of rules, standards, or for repeated lesser violations or when an employee has demonstrated an inability to competently perform his assigned position.

### **9.2.3 Paid Administrative Leave**

Paid Administrative Leave – On a case-by-case basis, the employee may be placed on paid administrative leave with pay for an indefinite period of time as determined by the Mayor to be in the best interests of the City during the pendency of an investigation or other administrative proceeding.

### **9.4 Pre-Termination or Pre-Disciplinary Hearing**

A pre-disciplinary hearing shall be conducted in the following manner before a regular status employee is terminated for cause or before a disciplinary action is taken which results in a decrease of loss of pay and/or benefits.

Hearing procedure:

- a) The department director and City Administrator shall meet with the employee and conduct the pre-disciplinary hearing.
- b) Prior to the hearing, the employee shall be informed of the reasons known to the employer for the proposed action.
- c) The employee shall be given an opportunity to respond by explaining the employee's side of the story and correcting any misinformation which the employer may be utilizing in the decision.
- d) The employee may be accompanied by a union representative.

- e) After the hearing, the department director shall make a written disciplinary recommendation to the City Administrator. The employee may respond in writing to the City Administrator as to why the disciplinary recommendation should not be accepted.
- f) The City Administrator shall issue a decision whether to accept the disciplinary recommendation, impose lesser discipline, or impose no discipline.

A decision by the City Administrator to affirm, modify, or reverse the termination or disciplinary decision shall be made as soon as practical after the hearing. Written notice of the decision shall be supplied to the employee.

#### **Section 10 – Severability**

If any provision of these Guidelines, or if their application to any person or circumstance is held invalid through legal proceedings, the remainder of the Guidelines, or the application of the provision to other persons or circumstances is not affected.





## City Council Agenda Bill

SUBJECT:	Agenda Date: September 17, 2024	AB24-095
<b>Public Hearing and Ordinance Amending the Taxes, Rates &amp; Fees Schedule Relating to School Impact Fees</b>	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Effective January 1, 2025	Senior Planner – Jamie Burrell	X
<b>Attachments:</b> Ordinance, Exhibit A – 2024 SVSD Capital Facilities Plan, Public Hearing Notice		

### SUMMARY STATEMENT:

The City Council adopted Ordinance No. 1260, effective December 18, 2006, adopting School Impact Fees, and subsequently adopted Ordinance No. 1269, effective April 2, 2007, authorizing any School Impact Fee so established by ordinance be included in any future Taxes, Rates and Fees Schedule Ordinance or Resolution of the City.

Pursuant to Ordinance No. 1260, the City is to review the Taxes, Rates and Fees Schedule on an annual basis as it relates to School Impact Fees to account for the annual adjustments to the Snoqualmie Valley School District (“District”) Capital Facilities Plan.

The City received a copy of the “Capital Facilities Plan 2024” adopted by the District on June 13, 2024, indicating a School Impact Fee of **\$10,187.76** for Single Family dwelling units and **\$6,170.35** for Multi-Family dwelling units, as determined by the calculation formulas adopted in Ordinance No. 1260. By comparison, the 2023 School Impact Fees were **\$9,230.89** for Single Family dwelling units and **\$6,391.47** for Multi-Family dwelling units.

The City has defined in the North Bend Municipal Code and with Ordinance 1636 cottage or other dwelling units greater than 1,200 square feet shall be charged the Single-Family rate and the Multi-Family rate shall apply to cottage or other residential dwellings 1,200 square feet or less, consistent with the City’s Transportation Impact Fee. As described in the District’s Capital Facilities Plan 2024, Multi-Family dwelling unit student generation rates vary widely and sometimes generate more students than Single Family dwelling units. The District has chosen to use the King County student generation averages for the purpose of calculating 2024 Impact Fees as both the District and City wait for a more granular approach to considering elements that may affect future consideration of impact fees (e.g., square footage, number of bedrooms, or number of trips).

**APPLICABLE BRAND GUIDELINES:** Commitment to invest in the City and foster community engagement and pride.

**COMMITTEE REVIEW AND RECOMMENDATION:** The Community and Economic Development Committee discussed this item at its August 20, 2024 meeting and recommended placement on the Main Agenda for full Council consideration.

**RECOMMENDED ACTION:** **MOTION to approve AB23-095, an ordinance amending the Taxes, Rates, & Fees Schedule relating to School Impact Fees, as a first and final reading.**

## City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2024		

## ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,  
WASHINGTON, UPDATING THE AMOUNT OF  
SCHOOL IMPACT FEES; AMENDING THE TAXES,  
RATES AND FEES SCHEDULE RELATING TO SCHOOL  
IMPACT FEES; PROVIDING FOR SEVERABILITY;  
AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, pursuant to North Bend Municipal Code (“NBMC”) Section 17.32.010, the City Council of the City of North Bend (“City”) has authority to create and set school impact fees to be collected on behalf of Snoqualmie Valley School District No. 410 (“School District”); and

**WHEREAS**, as adopted in Ordinance No. 1260, effective December 18, 2006, initial school impact fees were established and updated by the City consistent with the fees established in the School District’s Capital Facilities Plan; and

**WHEREAS**, the City amended Ordinance No. 1260 to clarify the treatment of cottage dwelling units for purposes of calculating the amount of school impact fees with Ordinance No. 1636, effective January 1, 2018; and

**WHEREAS**, pursuant to Ordinance No. 1269, effective April 2, 2007, the City’s Taxes, Rates and Fees Schedule sets forth school impact fees, as determined according to the Capital Facilities Plan of the School District; and

**WHEREAS**, pursuant to Ordinance No. 1260 and Article III of the Interlocal Agreement between the City and the School District dated December 6, 2006, and subsequently amended on April 3, 2012, the City must review and adjust its Taxes, Rates and Fees Schedule on an annual basis as it relates to school impact fees, to account for adjustments to the School District’s Capital Facilities Plan; and

**WHEREAS**, the School District adopted its “Capital Facilities Plan 2024” on June 13, 2024, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the School District’s Capital Facilities Plan 2024 establishes a school impact fee of \$10,187.76 for Single Family dwelling units and \$6,170.35 for Multi-Family dwelling units; and

**WHEREAS**, pursuant to Ordinance No. 1483, effective April 15, 2013, the School District Capital Facilities Plan is incorporated by reference into the Capital Facilities Element of the North Bend Comprehensive Plan; and

**WHEREAS**, the City Council held a Public Hearing on this matter on September 17, 2024, and desires to update the amount of school impact fees to be consistent with the District Capital Facilities Plan 2024;

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

**Section 1. School Impact Fees, Amended:** The school impact fees authorized by North Bend Municipal Code Section 17.32.010 and set forth in the City's Taxes, Rates and Fees Schedule shall be amended to read as follows:

Impact fees per single-family dwelling unit, cottage or other dwelling unit greater than 1,200 sq. feet	\$10,187.76 \$9,230.89
Impact fees per multi-family unit, cottage or other dwelling unit 1,200 sq. feet or less	\$6,170.35 \$6,391.47

**Section 2. Taxes, Rates & Fees Schedule, Amended:** The City Clerk is directed to update the School Impact Fees, as set forth in Section 1 of the Ordinance, in the next update to the City's Taxes, Rates and Fees Schedule.

**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, 2025.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>TH</sup> DAY OF SEPTEMBER, 2024.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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**Mary Miller, Mayor**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Published:  
Effective: January 1, 2025

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**Susie Oppedal, City Clerk**

SNOQUALMIE VALLEY SCHOOL DISTRICT 410

**CAPITAL FACILITIES PLAN 2024**

RECEIVED

JUL 02 2024

City of North Bend



Snoqualmie Valley School District No. 410 hereby provides to the King County Council this Capital Facilities Plan documenting the present and future school facility requirements of the District. The Plan contains all elements required by the Growth Management Act and King County Code Title 21A.43, including a six (6) year financing plan component.

Adopted on June 13, 2024

**SNOQUALMIE VALLEY SCHOOL DISTRICT NO. 410**

**2024-2029  
SIX-YEAR CAPITAL FACILITIES PLAN**

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For information about this plan, call the District Business Services Office  
(425.831.8011)

**Snoqualmie Valley School District No. 410**  
**Snoqualmie, Washington**  
**(425) 831-8000**

**Board of Directors**

	<u>Position Number</u>	<u>Term</u>
Melissa Johnson, President	1	1/1/22 - 12/31/25
Judith Milstein	2	1/1/24 - 12/31/27
Rene Price	3	1/1/24 - 12/31/27
Gary Fancher	4	1/1/22 - 12/31/25
Ram Dutt Vedullapalli, Vice President	5	1/1/24 - 12/31/27

**Central Office Administration**

Superintendent	Dan Schlotfeldt
Assistant Superintendent - Finance & Operations	Ryan Stokes
Executive Director - Secondary Teaching and Learning	Andrea Zier
Executive Director - Elementary Teaching and Learning	Monica Heimbigner
Executive Director of Student Services	Kimberly Mackey
Executive Director of Human Resources	Beth Porter

Snoqualmie Valley School District No. 410

Snoqualmie, Washington

**Administration Building**  
8001 Silva Ave S.E., P.O. Box 400  
Snoqualmie, WA 98065  
(425) 831-8000  
**Dan Schlotfeldt, Superintendent**

**Mount Si High School**  
8651 Meadowbrook Way S.E.  
Snoqualmie, WA 98065  
Debra Hay, Principal

**Two Rivers School**  
8651 Meadowbrook Way S.E.  
Snoqualmie, WA 98065  
Catherine Fredenburg, Principal

**Snoqualmie Middle School**  
9200 Railroad Ave S.E.  
Snoqualmie, WA 98065  
Megan Botulinski, Principal

**Chief Kanim Middle School**  
32627 S.E. Redmond-Fall City Rd.  
P.O. Box 639  
Fall City, WA 98024  
Michelle Trifunovic, Principal

**Twin Falls Middle School**  
46910 SE Middle Fork Road  
North Bend, WA 98045  
Jeff D'Ambrosio, Principal

**Cascade View Elementary**  
34816 SE Ridge Street  
Snoqualmie, WA 98065  
Katelyn Long, Principal

**Snoqualmie Elementary**  
39801 S.E. Park Street  
Snoqualmie, WA 98065  
John Norberg, Principal

**North Bend Elementary**  
400 East Third Street  
North Bend, WA 98045  
Rebekah Westra, Principal

**Fall City Elementary**  
33314 S.E. 42nd  
Fall City, WA 98027  
Jamie Warner, Principal

**Timber Ridge Elementary**  
34412 SE Swenson Drive  
Snoqualmie, WA 98065  
Shawn Lawrence, Principal

**Opstad Elementary**  
1345 Stilson Avenue S.E.  
North Bend, WA 98045  
Emily Hays, Principal

## Section 1. Executive Summary

This Six-Year Capital Facilities Plan (the "Plan") has been prepared by the Snoqualmie Valley School District (the "District") as the organization's primary facility planning document, in compliance with the requirements of the State of Washington's Growth Management Act and King County Code 21A.43. This plan was prepared using data available in the spring of 2024 and is consistent with prior capital facilities plans adopted by the District; however, this plan is not intended to be the sole plan for all the organization's needs.

For impact fees to be collected in the unincorporated areas of King County, the King County Council must adopt this plan, as proposed by the District. The Snoqualmie Valley School District also includes the incorporated cities of Snoqualmie and North Bend, as well as a portion of the city of Sammamish. The cities of Snoqualmie, North Bend, and Sammamish have each adopted a school impact fee policy and ordinance like the King County model.

Pursuant to the requirements of the Growth Management Act and the local implementing ordinances, this plan will be updated on an annual basis with any changes in the fee schedule adjusted accordingly. See Appendix A for the current single-family residence and multi-family residence calculations.

The District's Plan establishes a "standard of service" in order to ascertain current and future capacity. This standard of service is reflective of current student/teacher ratios that the District hopes to be able to maintain during the period reflected in this Capital Facilities Plan. The Standard of Service has been updated to incorporate class size reduction at the K-3 level but **does not** incorporate additional class size reductions for all other grades, as outlined in Initiative 1351, which was approved by voters in November 2014, but has not yet been funded by Washington State. Future updates to this plan will consider incorporating those class sizes as the implementation of Initiative 1351 progresses.

It should also be noted that although the State Superintendent of Public Instruction establishes square foot guidelines for capacity funding criteria, those guidelines **do not** account for the actual program needs in the District. The Growth Management Act and King County Code 21A.43 authorize the District to adjust the standard of service based on the District's specific needs.

In general, the District's current standard provides the following (see Section 2 for additional information):

School Level	Target Average Student/Teacher Ratio
Elementary	20 Students
Middle	27 Students
High	28 Students

School capacity for the 2024-25 school year is based on the District standard of service and use of existing inventory. Existing inventory includes both permanent and relocatable classrooms (i.e. portable classroom units). The District's 2024-25 overall permanent capacity is 6,524 students (with an additional 2,027 student capacity available in portable classrooms). Enrollment in the Fall of 2023 totaled 6,836 full time equivalents ("FTE"). Due primarily to smaller kindergarten cohorts in recent years, the District anticipates a slight decrease in overall enrollment over the duration of this plan, with enrollment then beginning to grow in the years subsequent to this plan. Demographer projections based on recent census data, economic trends, housing projections and birth rates, among other factors project a decrease of 1% to 6,794 in 2029, based on the mid-range of enrollment projections. However, several factors may affect these projections in the near term, including anticipated housing growth in North Bend, continuing uncertainty regarding the impact of COVID on recent enrollment trends (and return of students to District enrollment), and recent experience of high school students opting for traditional education over the previous numbers enrolling in Running Start. As such, the District believes these projections to be conservative and will continue to carefully monitor annual enrollment.

Washington State House Bill 2776, which was enacted in 2010, required all kindergarten classes in the State to convert to full day kindergarten by 2018. The District converted to full day kindergarten in 2016. This transition doubled the number of classrooms needed for kindergarteners and increased classrooms needed to serve kindergarteners requiring additional special educational services. HB 2776 also stipulated K-3 class sizes to be reduced to 17 students per teacher by 2018 (down from the 21:1 average previously funded). This reduction in class sizes also required significant increases in the number of classrooms needed to adequately serve our K-3 population. These factors, combined with significant enrollment growth over the past two decades has increased the need for permanent classroom capacity across all grade levels in the District.

Though areas of growth are seen in various areas of the District, the most notable growth continues to be in the Snoqualmie Ridge and North Bend areas. United States Census data released in 2021 indicated the City of Snoqualmie grew by 32.3% over the last decade, while the City of North Bend grew by 31.8% over the same period. The cities of Snoqualmie and North Bend both anticipate future housing growth beyond 2029, while growth in unincorporated King County and the city of Sammamish should experience minimal housing growth in the District, unless annexations occur.

Previously, the need for additional classroom capacity has been addressed via the construction of Cascade View Elementary in 2005, Twin Falls Middle School in 2008, a 12-classroom portable expansion at Mount Si High School in 2009, the conversion of Snoqualmie Middle School into a Freshman Campus for Mount Si High School in 2013, the relocation of the 12-classroom portable expansion from Mount Si High School to Snoqualmie Middle School, the construction of Timber Ridge Elementary in 2016 and the replacement of Mount Si High School in 2019. In addition, the District has added numerous portable classrooms throughout the District during that same time frame. While two elementary schools have been opened in the last two decades, elementary school portable classrooms currently provide the equivalent capacity of two additional elementary schools, or approximately one-third of all elementary student capacity. See Section 7 for further details.

With the completion of the two most recent school additions (Timber Ridge and Mount Si) related to the District's most recent bond proposition (2015), the District has begun to consider the ongoing facility needs throughout the District. In order to reassess overall District needs and to begin to prioritize projects for potential future bond propositions, the District launched a citizen's committee to review districtwide facilities needs related to educating students (which continues to evolve in the 21<sup>st</sup> century) with consideration for future projected enrollment growth.

The goal of the committee was to develop a 20-year long-range facilities plan, with the first phase expected to reflect the six-year window of this plan. The committee recommended a rebuild and expansion of North Bend Elementary and Fall City Elementary, given projected enrollment trends, the disproportionate number of portables and the age and location of these elementaries. These expansions create capacity to serve elementary growth, while also eliminating a significant number of portable classrooms currently at those buildings. Expanding and renovating older elementary schools also saves operations and maintenance costs when compared to constructing a seventh elementary school and trying to continue to maintain aged buildings. Both elementary schools are also the District's oldest facilities, and a replacement/renovation of each alleviates ongoing and growing maintenance issues and costs associated with aging structures. Improvements to these buildings would also provide more equitable learning and support spaces that are present in other buildings and necessary to meet student educational needs.

The committee also recommended the replacement and expansion of Snoqualmie Middle School, as it similarly does not have equitable facilities and learning spaces compared to the District's other two middle schools and has a significant number of classroom doors that open to the exterior which present an ongoing safety and security concern associated with the increase of violence in public schools.

The School Board formally accepted the Citizen's Facilities Advisory Committee recommendations in 2024 and will soon begin discussions on bond planning for these projects.

See Section 6 for more details on the District's capacity planning.

**Section 2. Current District "Standard of Service"**  
 (as defined by King County Code 21A.06)

King County Code 21A.06 refers to a "standard of service" that each school district must establish to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors (determined by the district), which would best serve the student population. Relocatables (i.e. portable classroom units) may be included in the capacity calculation using the same standards of service as the permanent facilities.

The standard of service outlined below reflects only those programs and educational opportunities provided to students that directly affect the capacity of the school buildings. The special programs listed below require classroom space; thus, the permanent capacity of some of the buildings housing these programs has been reduced to account for those needs. Standard of Service has been updated to incorporate anticipated class size reduction at the K-3 level but **does not** incorporate additional class size reductions for all other grades, as outlined in Initiative 1351, which was approved by voters in November 2014 but has not yet been funded by Washington State. Future updates to this plan will consider incorporating those class sizes as the state implementation of Initiative 1351 progresses.

**Standard of Service for Elementary Students**

● Average target class size for grades K - 2:	17 students
● Average target class size for grade 3:	17 students
● Average target class size for grades 4-5:	27 students
● Special Education for students with disabilities may be provided in a self-contained classroom. Average target class size:	12 students

The District's goal is to provide a standard of service of 17 students per classroom for kindergarten through grade 3, and 25 students per classroom in grades 4 through 5. However, the state currently funds grades 4 and 5 at 27 students per classroom.

Identified students will also be provided other special educational opportunities in classrooms designated as follows:

- Resource rooms
- Computer rooms
- Multi Language Learners (MLL)
- Education for disadvantaged students (Title I)
- Highly Capable education
- District remediation programs
- Learning assisted programs
- Transition rooms
- Behavior and other social, emotional programming
- Mild, moderate and severe disabilities
- Preschool programs

**Standard of Service for Secondary Students**

- Average target class size for grades 6-8: 27 students
- Average target class size for grades 9-12: 30 students
- Average target class size for Two Rivers School: 20 students
- Special Education for students with disabilities may be provided in a self-contained classroom. Average target class size: 12 students

Identified students will also be provided other special educational opportunities in classrooms designated as follows:

- English Language Learners (ELL)
- Resource rooms (for special remedial assistance)
- Computer rooms

**Room Utilization at Secondary Schools**

It is not possible to achieve 100% utilization of regular teaching stations because of scheduling conflicts for student programs, the need for specialized rooms for certain programs, and the need for teachers to have a workspace during their planning periods. Based on actual utilization due to these considerations, the District uses a standard utilization rate of 83% (5 out of 6 periods) for determining middle school capacity.

Beginning in the 2019-20 school year, Mount Si High School converted to a 7-period schedule. Teachers teach 5 of those periods, resulting in an expected room utilization of only 71% (5 out of 7). As enrollment grows, we would expect a need for some teachers to share classrooms throughout the day, resulting in a slightly higher utilization rate of 75%. As a result of lower room utilization rates, the average target class size for capacity purposes for Mount Si has also been increased from 27 to 30. Adjustments to the class size and classroom utilization rates may occur in future revisions to this plan, based on revisions to the new high school schedule as it is implemented.

**Section 3. Inventory and Evaluation of Current Permanent Facilities**

The District's current overall capacity for the 2024-25 school year is expected to be 8,551, comprised of permanent classroom capacity of 6,524 students, and temporary classroom capacity of 2,027 students. October enrollment for the 2023-24 school year was 6,650 for purpose of the building inventory below. Districtwide, October 2023 enrollment totaled 6,836 full time equivalents ("FTE"), which includes students attending Parent Partnership Program and out-of-district placements.

Calculations of elementary, middle, and high school capacities have been made in accordance with the current standards of service. Due to changes in instructional programs, student needs (including special education) and other current uses, some changes in building level capacity have occurred at some schools. An inventory of the District's schools arranged by level, name, and current permanent capacity are summarized in the following table. In addition, a summary of overall capacity and enrollment for the next six years is discussed further in Section 7.

The physical condition of the District's facilities was evaluated by the 2023 State Study and Survey of School Facilities completed in accordance with WAC 180-25-025. As schools are modernized, the State Study and Survey of School Facilities report is updated. That report is incorporated herein by reference.

**Inventory of Permanent School Facilities and Related Program Capacity  
2024-25 School Year**

<b>ELEMENTARY LEVEL</b>				
<b>Facility</b>	<b>Address</b>	<b>Grade Span</b>	<b>Permanent Capacity *</b>	<b>2023-24 Enrollment **</b>
CASCADE VIEW	34816 SE Ridge Street Snoqualmie, Washington	K thru 5	495	523
FALL CITY	33314 SE 42nd Place Fall City, Washington	K thru 5	280	472
NORTH BEND	400 E 3rd Street North Bend, Washington	K thru 5	325	454
OPSTAD	1345 Stilson Av SE North Bend, Washington	K thru 5	452	563
SNOQUALMIE	39801 SE Park Street Snoqualmie, Washington	K thru 5 & Preschool	261	430
TIMBER RIDGE	34412 SE Swenson Drive Snoqualmie, Washington	K thru 5	583	625
<b>Total Elementary School</b>			<b>2,396</b>	<b>3,067</b>
<b>MIDDLE SCHOOL LEVEL</b>				
<b>Facility</b>	<b>Address</b>	<b>Grade Span</b>	<b>Permanent Capacity *</b>	<b>2023-24 Enrollment **</b>
CHIEF KANIM	32627 SE Redmond-Fall City Road Fall City, Washington	6, 7 & 8	697	533
SNOQUALMIE	9200 Railroad Ave SE Snoqualmie, Washington	6, 7 & 8	336	494
TWIN FALLS	46910 SE Middle Fork Road North Bend, Washington	6, 7 & 8	765	540
<b>Total Middle School</b>			<b>1,798</b>	<b>1,567</b>
<b>HIGH SCHOOL LEVEL</b>				
<b>Facility</b>	<b>Address</b>	<b>Grade Span</b>	<b>Permanent Capacity *</b>	<b>2023-24 Enrollment **</b>
MOUNT SI / TWO RIVERS	8651 Meadowbrook Way SE Snoqualmie, Washington	9 thru 12	2,330	2,016
<b>Total High School</b>			<b>2,330</b>	<b>2,016</b>
<b>TOTAL DISTRICT</b>			<b>6,524</b>	<b>6,650</b>

\* Does not include capacity for special programs as identified in Standards of Service section.

\*\* Difference between enrollment (pg. 14) is due to rounding, Parent Partner Program, and out-of-district placements.

**Section 4. Relocatable (Portable) Classrooms**

For a definition of relocatables and permanent facilities, see Section 2 of King County Code 21A.06.

The District inventory includes 94 portable classrooms that provide standard capacity and special program space as outlined in Section 2. The District inventory of portables provides approximately 24% of capacity districtwide. The rebuild and expansion of Mount Si High School and the re-opening of Snoqualmie Middle schools has significantly reduced the percentage of secondary students in portable classrooms. At the elementary level, 36% of facility capacity is housed in portable classrooms, which is the equivalent of over 2 entire elementary schools. Based on projected enrollment growth and timing of anticipated permanent facilities, the District anticipates the need to acquire and/or relocate additional portables at the elementary level during the next six-year period.

As enrollment fluctuates, portables provide flexibility to accommodate immediate needs and interim housing. Because of this, new and modernized school sites are all planned to accommodate the potential of adding portables to address temporary fluctuations in enrollment. In addition, the use and need for portables will be balanced against program needs. Portables are not a solution for housing students on a permanent basis, and the District would like to continue to reduce the percentage of students that are housed in portable classrooms.

The cost of portables also varies widely based on the location, jurisdictional permitting requirements and intended use of the classrooms.

The District has an additional 10 portable classrooms in its inventory that are used for special program purposes or districtwide support services and are not available for regular classroom needs.

Two Rivers School relocated to the Mount Si High School campus in the fall of 2021. The District is currently working on facility improvements of that modular classroom facility and expects to bring that building back into available capacity in the Fall of 2025, when it will house the preschool program currently housed at Snoqualmie Elementary.

## Section 5. Six-Year Enrollment Projections

The District contracts with Flo Analytics ("FLO") to project student enrollment over the next six-years. FLO provides the District a low, middle and high-range projections that are based on historic growth trends, future housing construction plans and availability, birth rates, as well as economic and various other factors that contribute to overall population growth. Based on the mid-range projection provided in 2023 by FLO, enrollment is expected to decrease by 42 students (0.6%) over the next six years, with a decline in enrollment the 9-12 level, as the enrollment declines during COVID progress through the system. Elementary enrollment is expected to grow by 5% over the next six years with 6-8 enrollment growing 2%.

The enrollment projections shown below have been adjusted beginning in 2016 to account for the conversion of half-day kindergarten students to full-day kindergarten students, as required by Washington State House Bill 2776, which was enacted in 2010. While this change did not increase the number of students (headcount), doubling the amount of time the students are in school also doubled the number of kindergarten classrooms needed to serve that grade level.

Given enrollment variability in recent years, the District acknowledges that the demographer's ability to project enrollment could be impacted by several variable factors in the near term including: anticipated housing growth in North Bend, continuing uncertainty regarding the impact of COVID on recent enrollment trends (and return of students to District enrollment), and recent experience of high school students opting for traditional education over the previous numbers enrolling in Running Start. A few years prior to the construction of the new Mount Si High School, the District saw a significant increase in the number of students choosing to enroll in Running Start programs. With the increased availability of dual credit and advanced placement offerings at Mount Si High School, we anticipate an increase of student retention in the 11<sup>th</sup> and 12<sup>th</sup> grades. Additional program enhancements, such as the relocation of Two Rivers onto the Mount Si High School campus, should also improve student outcomes and retention. These factors are not included in the demographer projections below but may result in higher high school enrollment at Mount Si High School over the next six years. We will continue to update enrollment projections in future updates to this plan.

**Snoqualmie Valley School District No. 410**  
**Actual Full-Time Equivalent Enrollment through 2023 and Projected Enrollment from 2024 through 2029**

GRADE:	Actual	Enrollment Projections through 2029																
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Kindergarten **	257	245	267	241	548	508	548	603	402	546	491	492	499	504	514	528	543	557
1st Grade	495	540	530	578	526	574	530	552	561	475	531	502	533	514	519	530	544	559
2nd Grade	491	504	559	536	614	560	569	549	516	593	485	542	523	552	532	537	549	563
3rd Grade	510	509	515	567	559	608	564	572	519	549	579	489	555	527	557	537	542	554
4th Grade	534	517	509	566	597	566	585	566	534	525	546	584	493	556	528	558	538	543
5th Grade	492	528	538	526	570	596	557	584	554	545	523	545	579	492	554	527	557	537
<b>K-5 Subtotal</b>	<b>2,779</b>	<b>2,843</b>	<b>2,918</b>	<b>3,014</b>	<b>3,414</b>	<b>3,412</b>	<b>3,353</b>	<b>3,426</b>	<b>3,086</b>	<b>3,233</b>	<b>3,155</b>	<b>3,154</b>	<b>3,182</b>	<b>3,145</b>	<b>3,204</b>	<b>3,217</b>	<b>3,273</b>	<b>3,313</b>
6th Grade	504	472	514	570	529	580	582	574	581	548	538	520	550	585	497	559	532	562
7th Grade	488	512	481	525	572	511	581	590	550	594	536	544	525	547	580	495	555	529
8th Grade	481	476	505	486	508	563	514	570	558	554	595	542	535	523	544	576	493	551
<b>6-8 Subtotal</b>	<b>1,473</b>	<b>1,460</b>	<b>1,500</b>	<b>1,581</b>	<b>1,609</b>	<b>1,654</b>	<b>1,677</b>	<b>1,734</b>	<b>1,689</b>	<b>1,696</b>	<b>1,669</b>	<b>1,606</b>	<b>1,610</b>	<b>1,655</b>	<b>1,621</b>	<b>1,630</b>	<b>1,580</b>	<b>1,642</b>
9th Grade	467	477	489	525	475	510	567	523	571	581	565	617	537	539	527	549	582	497
10th Grade	406	473	469	473	500	472	499	556	507	576	566	570	592	530	532	520	542	574
11th Grade	364	369	396	357	310	360	317	369	381	411	461	473	412	437	391	393	383	399
12th Grade	410	363	388	372	321	283	315	338	376	379	397	416	401	396	420	376	378	369
<b>9-12 Subtotal</b>	<b>1,647</b>	<b>1,682</b>	<b>1,742</b>	<b>1,727</b>	<b>1,606</b>	<b>1,625</b>	<b>1,698</b>	<b>1,786</b>	<b>1,835</b>	<b>1,947</b>	<b>1,989</b>	<b>2,076</b>	<b>1,942</b>	<b>1,902</b>	<b>1,870</b>	<b>1,838</b>	<b>1,885</b>	<b>1,839</b>
<b>K-12 TOTAL</b>	<b>5,899</b>	<b>5,985</b>	<b>6,160</b>	<b>6,322</b>	<b>6,629</b>	<b>6,691</b>	<b>6,728</b>	<b>6,946</b>	<b>6,610</b>	<b>6,876</b>	<b>6,813</b>	<b>6,836</b>	<b>6,734</b>	<b>6,702</b>	<b>6,695</b>	<b>6,685</b>	<b>6,738</b>	<b>6,794</b>
	2.3%	1.5%	2.9%	2.6%	4.9%	0.9%	0.6%	3.2%	-4.8%	4.0%	-0.9%	0.3%	-1.5%	-0.5%	-0.1%	-0.2%	0.8%	0.8%

\* Enrollment Projections above reflect mid-range enrollment projections provided by Flo Analytics: January 2023.

\*\* Kindergarteners are counted as 1/2 FTE until 2016, when kindergarten classes transitioned to full day programming.

\*\*\* The district experienced large increases in Running Start enrollment for grades 11-12 recently. It is still too early to determine if this is a trend or an anomaly based on current circumstances (construction, high school schedule, etc.) Future enrollment will continue to be monitored and projections may be adjusted in subsequent updates to the Capital Facilities Plan.

## Section 6. Six-Year Planning and Construction Plan

The District plans to use the following strategies in order to address future needs districtwide:

- Planning and construction of new elementary school capacity;
- Planning and construction of new middle school capacity with a rebuilt Snoqualmie Middle School;
- Use of additional portables to provide housing of students not provided for under other strategies;
- Acquisition of land needed for expansion of transportation facility needs related to growth.

In the fall of 2014, the Board adopted a 2015 bond proposition to construct a newly expanded Mount Si High School with modernization of certain existing components, as well as a new, sixth elementary school. The bond proposition was passed by the voters in February 2015.

The expanded and modernized Mount Si High School, completed in 2021, facilitated the relocation of the freshman campus onto the main high school campus, which in turn created needed middle school capacity by converting the current Freshman Campus back to a middle school (Snoqualmie Middle School).

The 2015 voter-approved proposition also included funds to construct a new Elementary School #6. The construction of Timber Ridge Elementary, completed in 2016, provided initial capacity at all elementary schools to implement full day kindergarten, reduce K-3 class sizes and provide for enrollment growth, as all District elementary schools underwent a re-boundary process in preparation for the opening of Timber Ridge.

Despite the addition of Timber Ridge and recent additions of portable classrooms, the significant reductions in K-3 class sizes have resulted in most elementary schools operating at capacity. Future enrollment growth, when combined with reduced class sizes, will require additional future elementary school capacity. Portable classrooms may provide some short-term relief, however, many of the District's current elementary schools have reached the capacity to add more portable classrooms due to several factors, including land availability, building code restrictions, and capacity of corresponding common areas such as parking, bathrooms, specialist classrooms and building support services. For example, Snoqualmie, Fall City and North Bend Elementaries have approximately 50% of total capacity in portable classrooms. As the District has more than two elementary schools of capacity in portable classrooms, we anticipate future Elementary construction projects to include the reduction of portables within the District.

In the spring of 2020, the District launched a Citizens' Facilities Advisory Committee to begin the process of determining the appropriate solution for future elementary capacity needs, while also attempting to address the large amounts of portable classroom capacity. In 2023, the committee recommended that the highest priority projects for the District should be to rebuild and expand Fall City Elementary, North Bend Elementary and Snoqualmie Middle School.

As part of the committee work, it was determined that North Bend Elementary cannot be remodeled due to its location within the floodway, which requires that the entire building be flood proofed if improved by greater than 50% of its value. As such, any significant improvements to this building would require a new-in-lieu construction. While not in the floodway, Fall City Elementary is like North Bend Elementary in terms of being the oldest buildings in the District and having the largest relative percentage of portable classroom capacity. Rebuild and expansion projects for these two schools will add capacity for future enrollment growth, while also eliminating 29 portable classrooms from District inventory.

The committee also recommended a rebuild and expansion of Snoqualmie Middle School, via construction of a new Middle School on District property on Snoqualmie Ridge. This project would significantly improve safety and security, equity of middle school facilities, educational effectiveness of student spaces, and reduce the demand for District transportation.

Other projects recommended by the committee in future phases could include renovations at Snoqualmie Middle school to repurpose its use for district needs, and expansion/renovations of Opstad Elementary, Snoqualmie Elementary and Chief Kanim Middle Schools. Should enrollment exceed current projections, a 7th elementary school could also be considered in the future.

In 2024, the School Board officially accepted the Citizens' Facility Advisory Committee recommendations.

The 2015 bond proposition also included consideration for the construction of a separate preschool facility that will serve the growing special education needs of the District. This facility would increase the capacity at the elementary school which currently houses the preschool program and will allow for expansion of our preschool capacity in response to overall population growth. The Board has approved the remodel and expansion of the old Two Rivers facility in North Bend for this purpose. Given floodplain considerations, the District is still in the process of planning and permitting of this new facility. Once complete, the relocation of the preschool program will create some additional capacity at Snoqualmie Elementary, which is noted in the capacity projections in this plan.

The District also needs to identify additional land for an expanded transportation facility to serve enrollment growth adequately. The District's current transportation facility is inadequate for meeting future District needs. This capacity concern has been somewhat masked by recent driver staffing shortages. However, as the District hires more drivers to meet the current student population, this need will become more relevant. In planning for the 2015 bond measure, the Board considered adding a new transportation facility to the project list. While this facility was one of the higher priorities recommended for consideration when developing the 2015 bond measure, it was not included given the overall cost of the other school construction projects. In preparation for a future bond measure to fund this need, additional land must be identified to meet likely short-term needs, as well as to develop a long-term plan to develop a full-scale transportation facility that will support the future enrollment growth of the District. While the costs of this facility cannot be included in the impact fee calculation, the facility need is noted as part of the District's overall plan.

Section 7. Six-Year Classroom Capacities: Availability/Deficit Projections

The following table summarizes the permanent and portable projected capacity to serve students during the periods of this Plan.

As demonstrated in the table, the District has continuing permanent capacity needs at the elementary school level. Some of those needs were partially addressed with the opening of Timber Ridge Elementary School. However, given the conversion to full day kindergarten and reduced elementary class sizes required by 2018, combined with current enrollment growth from new development, even after opening Timber Ridge, the District faces a need to plan for additional capacity at the K-5 level. Some of those additional capacity needs may require remediation in the short-term with portable classrooms as well as the construction of a separate preschool facility that will increase the capacity at the elementary school which currently houses the preschool program and will allow for expansion of our preschool capacity in response to overall population growth. The construction of additional permanent elementary capacity will address the longer-term capacity and educational needs of students. For purposes of this plan, we anticipate North Bend Elementary school to be rebuilt and expanded by 2029, with a similar rebuild and expansion of Fall City Elementary to be completed in 2030.

With the completion and opening of MSHS, the District has provided available capacity to serve new growth at grades 9 through 12. The expansion of Mount Si High School results in significant improvements in permanent capacity at the high school and middle school levels.

The District is anticipated to have 24% of its districtwide classroom capacity in portable classrooms for the 2024-25 school year. At the elementary level, 37% of the anticipated classroom capacity is in portable classrooms. With the associated reduction of portable classrooms associated with the elementary capacity addition projects, the District would have 21% of its overall classroom capacity in portable classrooms in 2028.

The District will continue to work towards reducing the percentage of students housed in portable classrooms, while also monitoring the future elementary school needs.

## PROJECTED CAPACITY TO HOUSE STUDENTS

## Elementary School K-5

PLAN YEARS: *	2024	2025	2026	2027	2028	2029
<b>Permanent Capacity **</b>	2,396	2,396	2,456	2,456	2,456	2,456
New Construction: Preschool, Elementary Capacity	60					325
<b>Permanent Capacity subtotal:</b>	2,396	2,456	2,456	2,456	2,456	2,781
Projected Enrollment:	3,182	3,145	3,204	3,217	3,273	3,313
<b>Surplus/(Deficit) of Permanent Capacity:</b>	(786)	(689)	(748)	(761)	(817)	(532)
Portable Capacity Available:	1,377	1,377	1,377	1,377	1,419	1,419
Portable Capacity Changes (+/-):				42		(280)
<b>Surplus/(Deficit) with Portables:</b>	591	688	629	658	602	607

## Middle School 6-8

PLAN YEARS: *	2024	2025	2026	2027	2028	2029
<b>Permanent Capacity</b>	1,798	1,798	1,798	1,798	1,798	1,798
<b>Permanent Capacity subtotal:</b>	1,798	1,798	1,798	1,798	1,798	1,798
Projected Enrollment:	1,610	1,655	1,621	1,630	1,580	1,642
<b>Surplus/(Deficit) of Permanent Capacity:</b>	188	143	177	168	218	156
Portable Capacity Available:	650	650	650	650	650	650
Portable Capacity Changes (+/-):						
<b>Surplus/(Deficit) with Portables:</b>	838	793	827	818	868	806

## High School 9-12

PLAN YEARS: *	2024	2025	2026	2027	2028	2029
<b>Permanent Capacity</b>	2,330	2,330	2,330	2,330	2,330	2,330
<b>Total Capacity:</b>	2,330	2,330	2,330	2,330	2,330	2,330
Projected Enrollment:	1,942	1,902	1,870	1,838	1,885	1,839
<b>Surplus/(Deficit) Permanent Capacity:</b>	388	428	460	492	445	491
Portable Capacity Available:	0	0	0	0	0	0
Portable Capacity Changes (+/-):						
<b>Surplus/(Deficit) with Portables:</b>	388	428	460	492	445	491

## K-12 TOTAL

PLAN YEARS: *	2024	2025	2026	2027	2028	2029
<b>Total Permanent Capacity:</b>	6,524	6,584	6,584	6,584	6,584	6,909
Total Projected Enrollment:	6,734	6,702	6,695	6,685	6,738	6,794
<b>Surplus/(Deficit) Permanent Capacity:</b>	(210)	(118)	(111)	(101)	(154)	115
Total Portable Capacity	2,027	2,027	2,027	2,069	2,069	1,789
<b>Total Permanent and Portable Capacity</b>	8,551	8,611	8,611	8,653	8,653	8,698
<b>Surplus/(Deficit) with Portables:</b>	1,817	1,909	1,916	1,968	1,915	1,904

\* Plan Years are calendar years; projected enrollment listed above represents fall enrollment of that year.

\*\* North Bend Elementary rebuild would provide permanent capacity of 650 students compared to current permanent capacity of 325, for a net addition of 325, as well as the ability to eliminate existing portable capacity of 280.

### Section 8. Impact Fees and the Finance Plan

By law, impact fees cannot be the sole source of funding new growth capacity. The school impact fee formula ensures that new development only pays for a portion of the cost of the facilities necessitated by new development. The following impact fee calculations examine the costs of housing the students generated by each new single family dwelling unit and each new multi-family dwelling unit. These are determined using student generation factors, which indicate the number of students that each dwelling produces based on recent historical data. The student generation factor is applied to the anticipated school construction costs (construction cost only, not total project cost), which is intended to calculate the construction cost of providing capacity to serve each new dwelling unit during the six-year period of this Plan. The formula does not require new development to contribute to the costs of providing capacity to address needs created by existing housing units.

The construction cost, as described above, is reduced by any State matching dollars anticipated to be awarded to the District, and the present value of future tax payments related to the debt service on school construction bonds. This adjusted construction cost quantifies the cost of additional capacity per new residence during the six-year period of this Plan.

In accordance with the regulations of King County and the cities of Sammamish, Snoqualmie and North Bend, the local community must share 50% of each cost per new residence. As such, the final impact fee proposed by the District to its respective municipalities for collection reflects this additional required reduction to the cost per new residence.

The impact of these factors renders impact fees charged and collected insufficient to fully fund school construction projects. Local support via bonds will constitute most of the funding required to construct new facilities.

It may be of interest to the reader, especially those in our communities, that the District qualified for State matching dollars for both the Timber Ridge Elementary and Mount Si High School projects. The amounts awarded via 'State Match' are determined at the State level and represented approximately 11% of the total expected costs of both projects - essentially covering the sales tax that school projects are required to charge on publicly funded projects. So, like impact fees, State Match dollars will typically only make minor contributions towards actual construction project costs.

The finance plan below demonstrates how the Snoqualmie Valley School District plans to finance improvements for the years 2024 through 2029. The financing components include secured funding (via the approved 2015 bond proposition) for the preschool facility but will also require additional bonds to be approved. The District currently owns undeveloped land in both Snoqualmie and North Bend, either of which could be used for additional school capacity projects. The District must also plan for additional land and facilities to meet identified transportation facility needs. Future updates to this Plan will include updated information regarding these capacity-related projects and their associated construction costs.

## 2024 FINANCING PLAN

Facility:	Estimated Cost	Unsecured Source of Funds:			Secured Source of Funds:			
		Bonds/Local	State Match <sup>1</sup>	Impact Fees	Bonds	State Match	Impact Fees	Other Sources
Preschool	\$5,300,000	\$0	\$0	\$150,000	\$5,000,000	\$0	\$150,000	\$0
Elementary School Construction	\$103,200,000	\$96,050,000	\$4,150,000	\$2,000,000	\$0	\$0	\$1,000,000	\$0
Portable Classrooms - ES	\$720,000	\$0	\$0	\$545,000	\$0	\$0	\$175,000	\$0
Land Acquisition/Development - Transportation Facility Expansion	\$8,000,000	TBD	\$0	\$0	\$0	\$0	\$0	\$0

<sup>1</sup> Listed here are estimated total project costs as adjusted for cost escalation through anticipated bid year.

Please note that only construction cost (not total anticipated project cost) is used in the calculation of school impact fees. Those are estimated as follows:

**Added Elementary School Capacity:** Estimated total project cost = 103,200,000 Estimated cost of construction = \$82,300,000

For the purposes of this Plan's construction costs, the District is using actual costs for recent portable acquisitions, increased by an inflationary cost estimate. The estimated cost for the elementary capacity project is based off cost estimates prepared by NAC Architecture, using costs based on recent elementary construction bid awards, and estimated cost inflation through the midpoint of the planned project. Other projects' costs have been estimated internally based on market rates and preliminary design work in progress.

The District has also updated State match availability estimates from OSPI. A district can be eligible for potential State matching funds for 1) new construction, and 2) modernization/new-in-lieu construction. Matching funds are calculated using grade level capacity grouped into two categories: grades K-8 and grades 9-12.

For K-8 facilities, the District would currently qualify for state matching funds for some new construction and modernization. Even with the equivalent of two elementary schools in portable classrooms, the District only qualifies for state match funding for approximately half of the square footage of a new elementary school. Modernization funding is specific to individual buildings. Based on the estimates provided by OSPI, the combined state matching funds for modernization and new construction would only cover between 5% and 8% of construction costs, for North Bend Elementary and Fall City Elementary, respectively.

We are hopeful that in the coming years, the State will address this obvious deficiency in the adequacy of state funding for facilities.

## Appendix A: Single Family Residence Impact Fee Calculation

### **Site Aquisition Cost Per Residence**

Formula:  $((\text{Acres} \times \text{Cost per Acre}) / \text{Facility Size}) \times \text{Student Factor}$

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	\$0	n/a	0.2800	\$0.00
Middle	25	\$0	n/a	0.1150	\$0.00
High	40	\$0	n/a	0.1260	\$0.00
				A----->	\$0.00

### **Permanent Facility Construction Cost Per Residence**

Formula:  $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Permanent/Total Footage Ratio})$

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	\$82,300,000	650	0.2800	0.8541	\$30,279.82
Middle	\$0	0	0.1150	0.9013	\$0.00
High	\$0	0	0.1260	1.0000	\$0.00
				B----->	\$30,279.82

### **Temporary Facilities Cost Per Residence**

Formula:  $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Temporary/Total Footage Ratio})$

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	\$360,000	20	0.2800	0.1459	\$735.34
Middle	\$0	27	0.1150	0.0987	\$0.00
High	\$0	28	0.1260	0.0000	\$0.00
				C----->	\$735.34

### **State Match Credit Per Residence (if applicable)**

Formula: Current Construction Cost Allocation x SPI Footage x District Match x Student Factor

	CCCA	SPI Footage	District Match	Student Factor	
Elementary	\$375.00	90	5.00%	0.2800	\$472.50
Middle	\$375.00	117		0.1150	n/a
High	\$375.00	130	n/a	0.1260	n/a
				D----->	\$472.50

### **Tax Credit Per Residence**

Average Residential Assessed Value	\$932,275
Current Debt Service Tax Rate	\$1.3100
Annual Tax Payment	\$1,221.28
Bond Buyer Index Annual Interest Rate	3.48%
Discount Period (Years Amortized)	10
	TC-----> \$10,167.15

### **Fee Per Residence Recap:**

Site Acquisition Cost	\$0.00
Permanent Facility Cost	\$30,279.82
Temporary Facility Cost	\$735.34
Subtotal	\$31,015.16
State Match Credit	(\$472.50)
Tax Payment Credit	(\$10,167.15)
Subtotal	\$20,375.51
50% Local Share	(\$10,187.76)
<b>Impact Fee, net of Local Share</b>	<b>\$10,187.76</b>

## Appendix A: Multi-Family Residence Impact Fee Calculation

### Site Aquisition Cost Per Residence

Formula:  $((\text{Acres} \times \text{Cost per Acre}) / \text{Facility Size}) \times \text{Student Factor}$

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	\$0	n/a	0.1500	\$0.00
Middle	25	\$0	n/a	0.0480	\$0.00
High	40	\$0	n/a	0.0520	\$0.00
A----->					\$0.00

### Permanent Facility Construction Cost Per Residence

Formula:  $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Permanent/Total Footage Ratio})$

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	\$82,300,000	650	0.1500	0.8541	\$16,221.91
Middle	\$0	0	0.0480	0.9013	\$0.00
High	\$0	0	0.0520	1.0000	\$0.00
B----->					\$16,221.91

### Temporary Facilities Cost Per Residence

Formula:  $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Temporary/Total Footage Ratio})$

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	\$360,000	20	0.1500	0.1459	\$393.93
Middle	\$0	27	0.0480	0.0987	\$0.00
High	\$0	28	0.0520	0.0000	\$0.00
C----->					\$393.93

### State Match Credit Per Residence (if applicable)

Formula: Current Construction Cost Allocation x SPI Footage x District Match x Student Factor

	CCCA	SPI Footage	District Match %	Student Factor	
Elementary	\$375.00	90	5.00%	0.1500	\$253.13
Middle	\$375.00	117	n/a	0.0480	n/a
High	\$375.00	130	n/a	0.0520	n/a
D----->					\$253.13

### Tax Credit Per Residence

Average Residential Assessed Value	\$368,798
Current Debt Service Tax Rate	\$1,3100
Annual Tax Payment	\$483.13
Bond Buyer Index Annual Interest Rate	3.48%
Discount Period (Years Amortized)	10
TC----->	
	\$4,022.01

### Fee Per Residence Recap:

Site Acquisition Cost	\$0.00
Permanent Facility Cost	\$16,221.91
Temporary Facility Cost	\$393.93
Subtotal	\$16,615.84
State Match Credit	(\$253.13)
Tax Payment Credit	(\$4,022.01)
Subtotal	\$12,340.71
50% Local Share	(\$6,170.35)
<b>Impact Fee, net of Local Share</b>	<b>\$6,170.35</b>

## Appendix B: Composite Student Generation Factors

Single Family Dwelling Unit:								
	Auburn	Fife	Issaquah	Lake Wash.	Northshore	Renton	Riverview	Average:
Elementary	0.269	0.295	0.342	0.345	0.324	0.146	0.239	0.280
Middle	0.107	0.129	0.146	0.155	0.118	0.046	0.104	0.115
High	0.117	0.115	0.153	0.148	0.120	0.089	0.137	0.126
<b>Total:</b>	<b>0.493</b>	<b>0.539</b>	<b>0.641</b>	<b>0.648</b>	<b>0.562</b>	<b>0.281</b>	<b>0.480</b>	<b>0.521</b>

Multi Family Dwelling Unit:								
	Auburn	Fife	Issaquah	Lake Wash.	Northshore	Renton	Riverview	Average:
Elementary	0.482	0.084	0.086	0.030	0.071	0.146	0.149	0.150
Middle	0.131	0.038	0.040	0.013	0.027	0.065	0.025	0.048
High	0.146	0.040	0.033	0.011	0.034	0.069	0.033	0.052
<b>Total:</b>	<b>0.759</b>	<b>0.162</b>	<b>0.159</b>	<b>0.054</b>	<b>0.132</b>	<b>0.280</b>	<b>0.207</b>	<b>0.250</b>

Note: The above student generation rates represent unweighted averages, based on King County school districts that measure student generation rates. Average rates were used for the purpose of calculating the impact fees in Appendix A.

Ordinance No. 10162, Section R. Page 5: lines 30 thru 35 & Page 6: line 1:

"Student factors shall be based on district records on average actual student generation rates for new developments constructed over a period of not more than five (5) years prior to the date of the fee calculation: provided that, if such information is not available in the district, data from adjacent districts, districts with similar demographics, or county wide averages may be used."

In 2023, the District also analyzed student generation rates within Snoqualmie Valley and found the following rates:

**2022–23 District K-12 Students per Housing Unit Built 2017–2021**

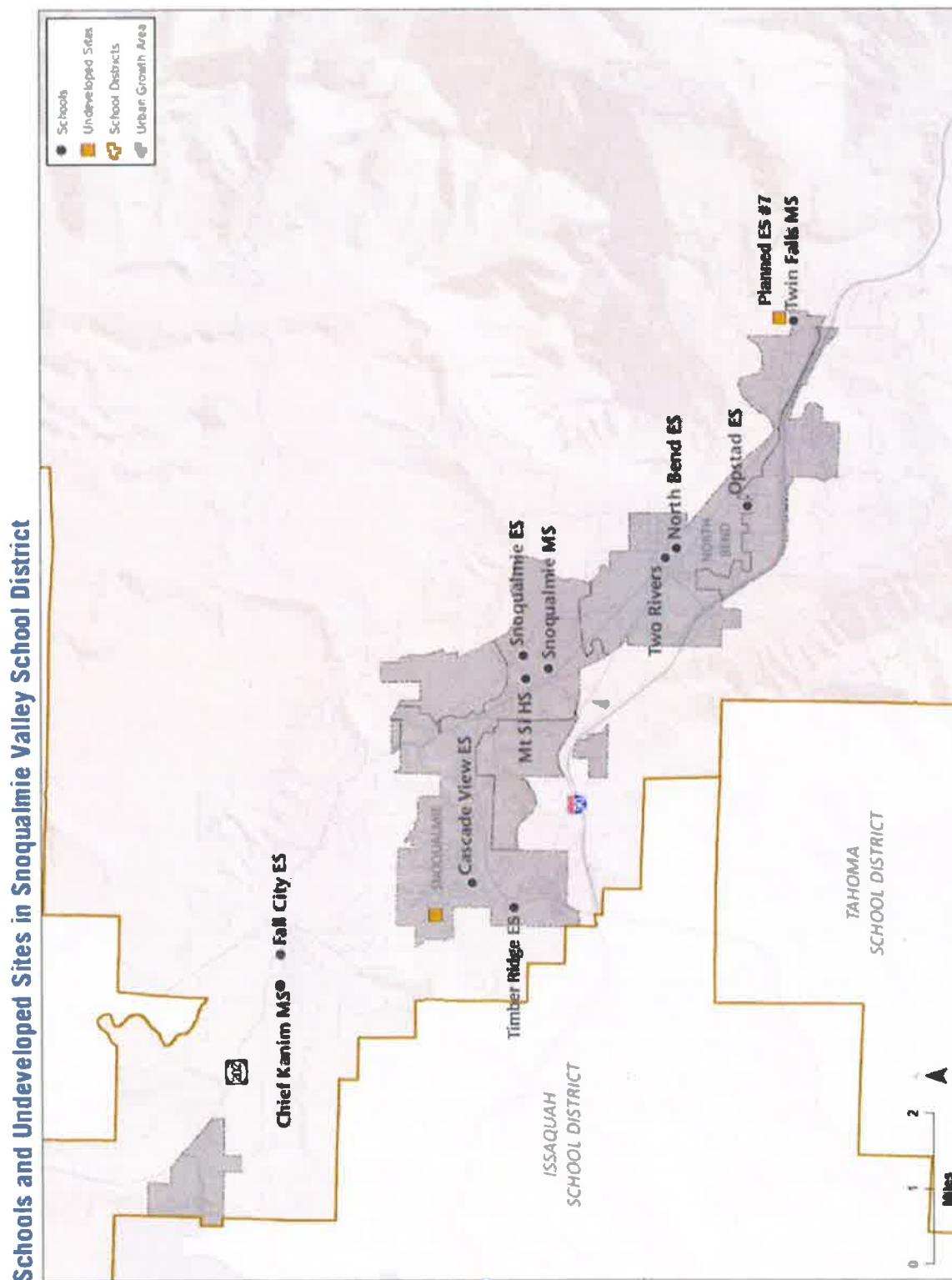
Housing Type	Housing Units	K-5 Students	6-8 Students	9-12 Students	K-5	6-8	9-12	K-12 Total
Single-family	753	204	67	71	0.271	0.089	0.094	0.454
Multifamily <sup>1</sup>	306	91	39	47	0.297	0.127	0.154	0.578

Table 1 sources: Snoqualmie Valley School District October 2022 Student Information System enrollment, King County GIS parcel areas, and King County Department of Assessments residential building, apartment complex, and condo complex data with year built 2017–2021. Analysis conducted by FLO Analytics.

1. Multifamily includes apartments, condominiums, duplexes, triplexes, 4-plexes, and townhomes.

The above multi-family rate was determined from four separate developments constructed in the measurement period. Of those, two multi-family developments had student generation rates higher than the single family rate. While one of those was an affordable housing complex, it is interesting to note that a market-rate development had nearly similar student generation. Multi-family developments can vary widely and the number of students generated depends on the nature of the developments, including affordability, number of bedrooms, and even proximity to local schools. The District has chosen to use the King County averages for the purpose of calculating the 2024 Impact Fees but will likely revisit this analysis in the next update to the CFP.

The District also notes that local cities and jurisdictions are currently updating their comprehensive plans to be able to provide housing for their proportional share of future expected housing needs in King County. Given constraints on developable land, potential changes to zoning, density and annexation might also impact the student generation outlook in future updates to the CFP, as well as capital facilities to house future additional students.







**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 proposed changes to Impact Fees collected on behalf of the Snoqualmie Valley School District as a result of their adopted [2024 Capital Facilities Plan](#). The public hearing will take place during a Regular City Council Meeting on Tuesday, September 17, 2024, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA.

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](mailto:soppedal@northbendwa.gov) up until 4:30 p.m., Monday, September 16, 2024. Upon the request of an individual who will have difficulty attending the public hearing and providing comment in person by reason of disability, limited mobility, or for any other reason that makes physical attendance difficult, a teleconference option using Zoom Meetings will be available with detailed meeting access information to be provided on September 12, 2024 on the City website calendar item for the [September 17, 2024 City Council meeting](#).

Further information is available by contacting Senior Planner Jamie Burrell at [jburrell@northbendwa.gov](mailto:jburrell@northbendwa.gov).

Posted: August 30, 2024

Published in the Snoqualmie Valley Record: August 30, 2024





## City Council Agenda Bill

SUBJECT:	Agenda Date: September 17, 2024	AB24-096
<b>Public Hearing and Resolution Declaring Certain Personal Property and Equipment Surplus to the Needs of the City and Authorizing its Disposal</b>	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
Cost Impact: N/A	Public Works – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline: Immediate		

**Attachments:** Resolution, Exhibit A – Surplus Listing, Public Hearing Notice

### SUMMARY STATEMENT:

City of North Bend Public Works and Finance Department staff have compiled a list of accumulated, surplus personal property and equipment from various City departments. A copy of the surplus personal property and equipment identified by City Staff is attached to the Resolution as Exhibit A. Most of the listed items are electronic and mechanical equipment removed from the Wastewater Treatment Plant during the High Priority Improvements – Phase I and Phase II projects. The approximate value of each lot is included in the listing.

This resolution deems the property surplus, states that the property is no longer required for providing public utility service, and authorizes its sale or disposal, pursuant to North Bend Municipal Code (NBMC) Chapter 3.56.

Two other cities have expressed interest in purchasing some of North Bend's surplus personal property and equipment. RCW 39.33.010 authorizes the City of North Bend to sell property to another municipality “on such terms and conditions as may be mutually agreed upon by the proper authorities . . .”, as long as the City receives full value for the property transferred.

Those items that other cities have not expressed an interest in will be sold through a public auction process in which bidders will submit sealed bids, likely via email, to City staff. The items that have been determined to have de minimis value will be destroyed. All sales proceeds will be paid into the City's General Fund in accordance with NBMC 3.56.030.

**APPLICABLE BRAND GUIDELINES:** Consistent delivery of quality basic services including transportation and traffic management.

**COMMITTEE REVIEW AND RECOMMENDATION:** This item was discussed at the July 23, 2024 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda for discussion.

**RECOMMENDED ACTION:** **MOTION to approve AB24-096, a resolution declaring certain personal property and equipment surplus to the needs of the City and authorizing its disposal.**

### RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
September 17, 2024		



# RESOLUTION

## **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, DECLARING CERTAIN PERSONAL PROPERTY AND EQUIPMENT SURPLUS TO THE NEEDS OF THE CITY AND AUTHORIZING ITS SALE**

**WHEREAS**, the City is authorized to determine that personal property and equipment, originally acquired for public utility purposes, is surplus to the City's needs and is not required for providing continued public utility service following a public hearing under RCW 35.94.040(1); and

**WHEREAS**, the City is permitted to sell personal property to another governmental entity following a public hearing regarding the disposal of surplus property under RCW 39.33.020; and

**WHEREAS**, North Bend Municipal Code Chapter ("NBMC") 3.56 authorizes the City to dispose of personal property and equipment surplus to the needs of the City; and

**WHEREAS**, the City has properly noticed a public hearing regarding the surplus and proposed disposal of personal property and equipment and has determined that the subject personal property and equipment has become surplus to the needs of the City and is no longer necessary for City operations; and

**WHEREAS**, some of the subject personal property and equipment was originally acquired for public utility purposes and the Council has determined that it is not required for providing continued public utility service; and

**WHEREAS**, NBMC 3.56.010 stipulates the Council must unanimously deem the property to be surplus and determine the terms and conditions of sale;

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

**Section 1.** The personal property and equipment identified in Exhibit A, which includes the estimated fair market value of each item, is hereby declared surplus to the needs of the City of North Bend. The City hereby finds that the subject personal property and equipment is not required for providing continued public utility service.

**Section 2.** The personal property and equipment described in Section 1 of this Resolution will be disposed of in a commercially reasonable manner, including, but not limited to by public auction or private negotiation and such property having no or de minimis value may be destroyed. If the personal property and equipment described in Section 1 of this Resolution is transferred to another governmental entity, the City will obtain full value.

**Section 3.** Any proceeds of the sales authorized in Section 2 above, shall be paid into the City's General Fund in accordance with NBMC 3.56.030.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>TH</sup> DAY OF  
SEPTEMBER, 2024.**

**CITY OF NORTH BEND:**

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**Mary Miller, Mayor**

**APPROVED AS TO FORM:**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:

Posted:

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**Susie Oppedal, City Clerk**

**City of North Bend  
Resolution , Exhibit A**  
Equipment & Technology Surplus

QTY	ITEM	MANUFACTURER	Model #	Serial #	LOCATION	Tag	Estimated Value Each	Total Estimated Value	Notes
1	Sludge Dryer, Hopper, and Ancillary Components	Fenton	Sludge Master RK 48	N/A	WWTP	N/A	\$ 5,000	\$ 5,000	Non-Functional and has de-minimis value
1	Dewatering Centrifuge, Spare Rotating Assembly, and Ancillary Components	Centrisys	CS 14-4	1444770205	WWTP	N/A	\$ 75,000	\$ 75,000	Decommissioned
1	Headworks Mechanical Fine Screen	Waste-Tech	FSM 500 X 60/6	W153485 02	WWTP	N/A	\$ 10,000	\$ 10,000	Decommissioned
1	Sludge Pump	Penn Valley	3DDSS21	190311	WWTP	N/A	\$ 2,000	\$ 2,000	Decommissioned
1	Sludge Grinder	Borger	HPL 200	24105689 1 1	WWTP	N/A	\$ 1,000	\$ 1,000	Decommissioned
1	Blower Unit	Exelsior	SUTORBILT 4 MP	S188694	WWTP	N/A	\$ 5,000	\$ 5,000	Decommissioned
1	DesignJet 4500 Scanner	HP	Q1277A	DK815D01J	City Hall	N/A	\$ -	\$ -	Non-Functional and has de-minimis value
1	File Cabinet	HON	F514C	N/A	PW Admin	N/A	\$ 50	\$ 50	No Longer Necessary
3	File Cabinet	HON	314P	N/A	PW Admin	N/A	\$ 50	\$ 150	No Longer Necessary
9	PLC's and related I/O Cards	Bristol Babcock	ControlWave Micro	N/A	Public Works	N/A	\$ 500	\$ 4,500	End of Useful Life
13	Radios	Datalinc	Integra TR	N/A	Public Works	N/A	\$ 50	\$ 650	End of Useful Life
1	Variable frequency drive	Siemens	Micromaster 440	N/A	Public Works	N/A	\$ -	\$ -	Non-Functional and has de-minimis value
1	8 inch operator interface	Automation Direct	N/A	N/A	Public Works	N/A	\$ 100	\$ 100	End of Useful Life
1	6 inch operator interface	Automation Direct	N/A	N/A	Public Works	N/A	\$ 100	\$ 100	End of Useful Life
1	Magnetic Flowmeter	Toshiba	LF602FBC211E	N/A	Public Works	N/A	\$ 500	\$ 500	End of Useful Life
2	Ethernet Switch	Tempered Networks	100G	N/A	Public Works	N/A	\$ -	\$ -	Non functional and has de-minimis value
1	Pulse converter	Xylem/Sensus	FM-1D/K	N/A	Public Works	N/A	\$ -	\$ -	Non functional and has de-minimis value
2	Yagi Radio Antennas	N/A	N/A	N/A	Public Works	N/A	\$ 25	\$ 50	No Longer Necessary
2	Process Meters	Newport	558A	N/A	Public Works	N/A	\$ 15	\$ 30	End of Useful Life
2	Valve Actuators	Keystone		N/A	Public Works	N/A	\$ 100	\$ 200	End of Useful Life
2	Ethernet switches	Ntron	712FX4 and 708TX	N/A	Public Works	N/A	\$ -	\$ -	Non functional and has de-minimis value
1	Pressure transducer	Endress & Hauser	FMX21	N/A	Public Works	N/A	\$ 50	\$ 50	End of Useful Life
1	Pressure transducer	Instruments NW	PS9800	N/A	Public Works	N/A	\$ 50	\$ 50	End of Useful Life

**City of North Bend  
Resolution , Exhibit A**  
Equipment & Technology Surplus

QTY	ITEM	MANUFACTURER	Model #	Serial #	LOCATION	Tag	Estimated Value Each	Total Estimated Value	Notes
1	Magnetic Flowmeter with Transmitter	E&H	Promag W 14"	N/A	Public Works	N/A	\$ 1,000	\$ 1,000	End of Useful Life
1	Magnetic Flowmeter with Transmitter	E&H	Promag W 8"	N/A	Public Works	N/A	\$ 1,000	\$ 1,000	End of Useful Life
1	Magnetic Flowmeter with Transmitter	Toshiba	12"	N/A	Public Works	N/A	\$ 750	\$ 750	End of Useful Life
1	Magnetic Flowmeter Flow Tube Only	Toshiba	12"	N/A	Public Works	N/A	\$ 500	\$ 500	End of Useful Life
2	Flowmeter Transmitters	Rosemount	N/A	N/A	Public Works	N/A	\$ 500	\$ 1,000	No Longer Necessary
1	Ultra sonic Level Transmitter	Drexelbrook	N/A	N/A	Public Works	N/A	\$ 200	\$ 200	No Longer Necessary
1	Ultra sonic Level Transmitter	Miltronics	Hydroranger	N/A	Public Works	N/A	\$ 500	\$ 500	No Longer Necessary
1	Alarm Dialer	Sensiphone	N/A	N/A	Public Works	N/A	\$ 300	\$ 300	No Longer Necessary
2	Stainless Steel UV Control Panel	Custom	N/A	N/A	Public Works	N/A	\$ 1,000	\$ 2,000	End of Useful Life
2	Stainless Steel UV Power Panel	Custom	N/A	N/A	Public Works	N/A	\$ 1,000	\$ 2,000	End of Useful Life
1	2 HP Grinder pump	Hydromatic	HPG(X)200	N/A	Public Works	N/A	\$ -	\$ -	Non functional and has de-minimis value
1	Motor Terminator	Allen Bradley	N/A	N/A	Public Works	N/A	\$ 500	\$ 500	No Longer Necessary
1	3 Section Motor Control Center with 4 Motor Starters, 2 PFC Capacitors, and 4 Breaker Buckets	GE Evolution	E9000	N/A	WWTP	N/A	\$ 1,500	\$ 1,500	No Longer Necessary
1	9 Section Motor Control Center with Asco ATS, 2 300 Amp Main Breakers, 4 Feeder Breakers, 2 Allen Bradley Powerflex 40 HP VFDs, 2 Siemens VFDs	Siemens	N/A	N/A	WWTP	N/A	\$ 2,500	\$ 2,500	No Longer Necessary
1	Control Panel with 4 Digital Displays, 14 Switches and Lights, Announcer, Miltronics Hydroranger Level Transmitter, Honeywell Chart Recorder	Custom	N/A	N/A	WWTP	N/A	\$ 1,000	\$ 1,000	No Longer Necessary

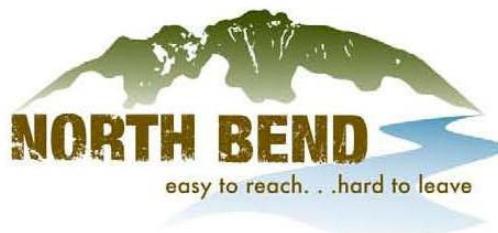
**City of North Bend  
Resolution , Exhibit A**  
Equipment & Technology Surplus

QTY	ITEM	MANUFACTURER	Model #	Serial #	LOCATION	Tag	Estimated Value Each	Total Estimated Value	Notes
1	Sludge Blanket level transmitter	Drexelbrook	CCS2000	N/A	WWTP	N/A	\$ 200	\$ 200	No Longer Necessary
1	Alarm Autodialer	Sensaphone	Express II	N/A	WWTP	N/A	\$ 300	\$ 300	No Longer Necessary
1	Old Master Control Panel with Controlwave Micro PLC, Data Radio Power Supply, Isolatrol, Relays, Fuse Blocks, Breakers, and Terminals	Custom	N/A	N/A	WWTP	N/A	\$ 1,200	\$ 1,200	No Longer Necessary
1	Remote I/O cabinet with 4 Bristol Babcock Ethernet I/O Modules, Power Supply, Terminals, Fuse Blocks, and Relays	Custom	N/A	N/A	WWTP	N/A	\$ 1,000	\$ 1,000	No Longer Necessary
1	Power Service Switchboard; 1200 Amp, 480V, 3ph, 42KAIC with Power Monitor	Custom	N/A	N/A	WWTP	N/A	\$ 500	\$ 500	No Longer Necessary
1	1 section motor control center; 5 Buckets with Motor Starters	Eaton	N/A	N/A	WWTP	N/A	\$ 1,000	\$ 1,000	No Longer Necessary
1	Stainless Steel Control Panel with Panelyview Plus 1000, Power Supply, CompactLogix PLC (not working), Relays, Fuse Blocks, Breakers, Terminals, Switches, and Lights	Custom	N/A	N/A	WWTP	N/A	\$ 1,500	\$ 1,500	No Longer Necessary
1	Stainless Steel Headworks Panel with 12 Motor Starters, Power Supply, Relays, Fuse Blocks, Breakers, Terminals, Lights, and Switches	Custom	N/A	N/A	WWTP	N/A	\$ 500	\$ 500	No Longer Necessary
2	Magnetic Flowmeter Flow Tube Only	Toshiba	8"	N/A	WWTP	N/A	\$ 300	\$ 600	End of Useful Life
1	42" Zero-Turn Lawn Mower	John Deere	Z225 42C	1M02225APCM125348	WWTP	N/A	\$ 50	\$ 50	Non functional and has de-minimis value, Seized Engine

**City of North Bend  
Resolution , Exhibit A**  
Equipment & Technology Surplus

QTY	ITEM	MANUFACTURER	Model #	Serial #	LOCATION	Tag	Estimated Value Each	Total Estimated Value	Notes
1	Air Compressor	Craftsman	16923	1000105	WWTP	N/A	\$ -	\$ -	Non functional and has de-minimis value, Seized Air Pump

Approximate Total Value \$ 126,030



## **NOTICE OF PUBLIC HEARING**

### **Personal Property and Equipment Surplus**

**NOTICE IS HEREBY GIVEN** that the North Bend City Council has scheduled a hearing to solicit public input and comments on the proposed surplus of personal property and equipment. The public hearing will take place during a Regular City Council Meeting on Tuesday, September 17, 2024, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA.

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: [soppdal@northbendwa.gov](mailto:soppdal@northbendwa.gov) prior to 5:00 PM, Monday, September 16, 2024. Upon the request of an individual who will have difficulty attending the public hearing and providing comment in person by reason of disability, limited mobility, or for any other reason that makes physical attendance difficult, a teleconference option using Zoom Meetings will be available with detailed meeting access instructions to be provided on September 12, 2024, on the City website calendar item for the [September 17, 2024 City Council meeting](#). Questions may be submitted to the City Engineer at [ddeberg@northbendwa.gov](mailto:ddeberg@northbendwa.gov).

A copy of the surplus list will be available for viewing under Public Notices on the City of North Bend website at [www.northbendwa.gov](http://www.northbendwa.gov).

North Bend does not discriminate on the basis of disabilities. If you need special accommodation, please contact City Hall within three business days prior to the public hearing at (425) 888-7627.

Posted: September 6, 2024

Published in the Snoqualmie Valley Record: September 6, 2024





# City Council Agenda Bill

SUBJECT:	Agenda Date: September 17, 2024	AB24-097
<b>Ordinance Amending North Bend Municipal Code Section 16.12.005 and Row P of Table 20.01.004 Relating to Mobile Home Parks</b>	Department/Committee/Individual	
Cost Impact: N/A	Mayor Mary Miller	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Community & Economic Development – Rebecca Deming	X
	Finance – Martin Chaw	
	Public Works – Mark Rigos	

**Attachments:** Ordinance, Exhibit A, Planning Commission Staff Report

## SUMMARY STATEMENT:

The City of North Bend is proposing amendments to North Bend Municipal Code Section 16.12.005 (Plans – Preparation and filing) to follow state recommendations to decrease the time for project review (SB 5290) and to update Table 20.01.004 (Types of development permits and approvals) related to said amendments, consistent with RCW 36.70B.160.

The proposed amendments include:

1. **Section 16.12.005 Plans – Preparation and filing.** North Bend Municipal Code Section 16.12.005 is proposed to be amended as follows:

Prior to any construction or installation of any buildings or utilities in a new or proposed mobile home park, or additions, extensions, and enlargement of any existing mobile home park, the owner or operator shall obtain approval from the Community Development Director. ~~examiner~~. ~~The examiner shall conduct an open record hearing to review the proposed plans.~~ All submitted plans shall be prepared by a licensed architect or engineer; provided, however, that an owner may develop his own drawings when he is capable of producing drawings equivalent to the conventional drawings of architects and engineers.

~~The examiner's decision shall be final and conclusive unless a written appeal is filed in superior court according to the city's appeal procedures as set forth in Chapter 20.06 NBMC, as now in effect or as may be subsequently amended.~~

This amendment is to ensure consistency with RCW 36.70B.160 by removing the public hearing process that is not statutorily required and expediting the review process.

2. **Table 20.01.004 Types of development permits and approvals.** North Bend Municipal Code Table 20.01.004, Row P, relating to Mobile Home Parks, is proposed to be amended as follows:

# City Council Agenda Bill

Permit Type - II Quasi-Judicial	Code Requirement	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
p. Mobile Home Parks	16.12.005	E or NE	<u>No</u> Yes	Yes <u>No</u>	<u>No</u> HE	No	<u>CED</u> HE	No	No	Yes
CC - City Council CE - City Engineer CED - Community and Economic Development HE - Hearing Examiner DOE - Department of Ecology E or NE - Exempt or Nonexempt PC - Planning Commission										

The Planning Commission held a Public Hearing on August 7, 2024 and made a recommendation to the City Council to approve the proposed amendments.

This is one component as part of the actions within SB 5290 concerning consolidating local permit review processes. Each local government is encouraged to adopt further project review and code provisions to provide prompt, coordinated review and ensure accountability to applicants and the public. This protects the City from potential financial penalties related to compliance with SB 5290 permit review timelines.

**APPLICABLE BRAND GUIDELINES:** Economic Viability/balanced budget; affordability.

**COMMITTEE REVIEW AND RECOMMENDATION:** The Community and Economic Development Committee reviewed this item at their August 20, 2024 meeting and recommended approval and placement on the Main Agenda for discussion.

**RECOMMENDED ACTION:** **MOTION to approve AB24-097, an ordinance amending North Bend Municipal Code Sections 16.12.005 and Table 20.01.004, as a first and final reading.**

## RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2024		

# ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,  
WASHINGTON, RELATING TO MOBILE HOME  
PARKS; AMENDING NORTH BEND MUNICIPAL CODE  
SECTION 16.12.005 RELATING TO PREPARATION  
AND FILING OF PLANS FOR MOBILE HOME PARKS;  
AMENDING THE DEVELOPMENT PERMIT AND  
APPROVAL FRAMEWORK FOR MOBILE HOME  
PARKS SET FORTH IN NBMC TABLE 20.01.004;  
PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the North Bend City Council desires to amend North Bend Municipal Code Section (“NBMC”) 16.12.005 and NBMC Table 20.01.004 to further the City’s compliance with Second Substitute Senate Bill 5290 (“S.B. 5290”) passed by the Washington Legislature in the year 2023, and which reformed aspects of the land use permitting process; and

**WHEREAS**, under S.B. 5290, which has been codified as RCW 36.70B.160, cities are asked to eliminate public hearings from the land use permitting process which are not required by the Revised Code of Washington (“RCW”); and

**WHEREAS**, the City staff identified sections of the current NMBC pertaining to mobile home parks that require an open record public hearing beyond what the RCW requires; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City to amend NBMC Section 16.12.005 and NBMC Table 20.01.004 to eliminate public hearings specific to mobile home parks; and

**WHEREAS**, the Planning Commission considered the proposed amendments to NBMC Section 16.12.005 and NBMC Table 20.01.004 at its August 7, 2024 meeting and recommended City Council approval, and a public hearing on the amendments was held on September 17, 2024;

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

**Section 1. NBMC Section 16.12.005 (Plans – Preparation and Filing), Amended:** North Bend Municipal Code Section 16.12.005 (Plans – Preparation and filing) is hereby amended as follows:

**16.12.005 Plans – Preparation and filing.**

Prior to any construction or installation of any buildings or utilities in a new or proposed mobile home park, or additions, extensions, and enlargement of any existing mobile home park, the owner or operator shall obtain approval from the Community Development Director ~~examiner~~. The ~~examiner~~ shall conduct an open record hearing to review the proposed plans. All submitted plans shall be prepared by a licensed architect or engineer; provided, however, that an owner may develop his own drawings when he is capable of producing drawings equivalent to the conventional drawings of architects and engineers.

~~The examiner's decision shall be final and conclusive unless a written appeal is filed in superior court according to the city's appeal procedures as set forth in Chapter 20.06 NBMC, as now in effect or as may be subsequently amended.~~

**Section 2. NBMC Table 20.01.004 (Development Permit and Approval Framework).**

**Amended:** Table 20.01.004 of the North Bend Municipal Code (Development Permit and Approval Framework) is hereby amended as set forth on Exhibit A attached hereto and by this reference incorporated herein. The remainder of North Bend Municipal Code Section 2.01.004 shall remain in full force and effect as currently adopted.

**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 five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>TH</sup> DAY OF  
SEPTEMBER, 2024.**

**CITY OF NORTH BEND:**

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**Mary Miller, Mayor**

Published:

Effective:

Ordinance

**APPROVED AS TO FORM:**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

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**Susie Oppedal, City Clerk**

2

## EXHIBIT A

Table 20.01.004 Development Permit and Approval Framework

Permit Type - I Administrative	Code Requirement	SEPA Review	Staff	Staff Recommend	Decision	Open Record	Closed Record	Decision Body	Open Record	Closed Record	Decision Body	Court Appeal
a. SEPA Threshold Determination	14.04.060	E or NE	No	Yes	No	No	No	CED	No	No	No	Yes
b. Critical Area Study	14.05.145	E or NE	No	Yes	No	No	No	CED	HE	No	No	Yes
c. Floodplain Permit	14.12.050	E or NE	No	Yes	No	No	No	CED	HE	No	No	Yes
d. Short Subdivisions (Short Plat), and Binding Site Plans	17.12	E or NE	No	Yes	No	No	No	CED	HE	No	No	Yes
e. Boundary Line Adjustments	17.28	E or NE	No	Yes	No	No	No	CED	HE	No	No	Yes
f. Landscape Review	18.18.020	E or NE	No	Yes	No	No	No	CED	No	No	No	Yes
g. Design Review	18.34.040	E or NE	No	Yes	No	No	No	CED	HE	No	No	Yes
h. Clearing and Grading Permits	19.10.200	E or NE	No	Yes	No	No	No	CE	HE	No	No	Yes
i. Site Plan	18.14	E or NE	No	Yes	No	No	No	CED	No	No	No	Yes
j. Other Administrative Permits (Construction Permits)		E or NE	No	Yes	No	No	Varies	Varies	No	No	Varies	Yes
CC - City Council CE - City Engineer CED - Community and Economic Development HE - Hearing Examiner DOE - Department of Ecology E or NE - Exempt or Nonexempt PC - Planning Commission												
Permit Type - II Quasi-Judicial	Code Requirement	SEPA Review	Staff	Staff Recommend	Decision	Open Record	Closed Record	Decision Hearing	Open Record	Closed Record	Decision Body	Court Appeal
k. Public Agency/Utility Exemption	14.05.085	No	Yes	No	HE	No	HE	No	No	No	No	Yes
l. Reasonable Use CAO Exemption	14.05.085	No	Yes	No	HE	No	HE	No	No	No	No	Yes

Permit Type - II Quasi-Judicial	Code Requirement	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
m. Shoreline Conditional Use	14.20.680	E or NE	Yes	No	HE	No	HE	No	State Shoreline Board	Yes
n. Shoreline Substantial Development Permits	14.20.670	E or NE	No	Yes	No	No	CED	No	State Shoreline Board	Yes
o. Shoreline Variances	14.20.690	E or NE	Yes	No	HE	No	HE	No	State Shoreline Board	Yes
p. Mobile Home Parks	16.12.005	E or NE	No Yes	Yes No	No HE	No	CED HE	No	No	Yes
q. Preliminary Plat	17.12	Yes	Yes	No	HE	No	HE	No	No	Yes
r. Final Plat	17.16	No	Yes	No	No	CC	CC	No	No	Yes
s. Conditional Use Permits	18.24.020	E or NE	Yes	No	HE	No	HE	No	No	Yes
t. Variances	18.26.030	E or NE	Yes	No	HE	No	HE	No	No	Yes
u. Comprehensive Plan and Development Regulation Amendments	20.08.050	E or NE	Yes	No	PC	No	CC	No	No	Yes
v. Special District, Master Plan, and Master Plan Amendments	18.13	E or NE	Yes	No	HE	No	HE	No	No	Yes

CC - City Council CE - City Engineer CED - Community and Economic Development  
 HE - Hearing Examiner DOE - Department of Ecology E or NE - Exempt or Nonexempt PC - Planning Commission



**Staff Report and Planning Commission Recommendation  
To Amend Municipal Code Section 16.12.005 Plans – Preparation and filing and Table  
20.01.004 Types of development permits and approvals**

**Meeting Date:** August 7. 2024

**Proponent:** City of North Bend

**Staff Recommendation:** A Motion to recommend City Council approval of the proposed Ordinance amending NBMC Section 16.12.005 Plans, Preparation and filing and Table 20.01.004 Types of development permits and approvals.

**I. Purpose of Proposed Municipal Code Amendments:**

The City of North Bend is proposing amendments to North Bend Municipal Code Section 16.12.005 Plans – Preparation and Filing to follow state recommendations speeding up project review processes (SB 5290) and Table 20.01.004 Types of development permits and approvals to coincide with said amendments. The proposed amendments are intended to follow recommendations provided in RCW 36.70B.160.

**II. Proposed Amendments**

**1. Section 16.12.005 Plans – Preparation and filing:**

North Bend Municipal Code Subsection 16.12.005(A) is proposed to be amended as follows:

- A. Prior to any construction or installation of any buildings or utilities in a new or proposed mobile home park, or additions, extensions, and enlargement of any existing mobile home park, the owner or operator shall obtain approval from the Community Development Director examiner. The examiner shall conduct an open record hearing to review the proposed plans. All submitted plans shall be prepared by a licensed architect or engineer; provided, however, that an owner may develop his own drawings when he is capable of producing drawings equivalent to the conventional drawings of architects and engineers.

~~The examiner's decision shall be final and conclusive unless a written appeal is filed in superior court according to the city's appeal procedures as set forth in Chapter 20.06 NBMC, as now in effect or as may be subsequently amended.~~

2. Table 20.01.004 Types of development permits and approval:

North Bend Municipal Code Table 20.01.004 Types of development permits and approvals is proposed to be amended as follows:

Permit Type - II Quasi-Judicial	Code Requirement	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
k. Public Agency/Utility Exemption	14.05.085	No	Yes	No	HE	No	HE	No	No	Yes
l. Reasonable Use CAO Exemption	14.05.085	No	Yes	No	HE	No	HE	No	No	Yes
m. Shoreline Conditional Use	14.20.680	E or NE	Yes	No	HE	No	HE	No	State Shoreline Board	Yes
n. Shoreline Substantial Development Permits	14.20.670	E or NE	No	Yes	No	No	CED	No	State Shoreline Board	Yes
o. Shoreline Variances	14.20.690	E or NE	Yes	No	HE	No	HE	No	State Shoreline Board	Yes
p. Mobile Home Parks	16.12.005	E or NE	<u>No</u> <u>Yes</u>	<u>Yes</u> <u>No</u>	<u>No</u> <u>HE</u>	No	<u>CED</u> <u>HE</u>	No	No	Yes
q. Preliminary Plat	17.12	Yes	Yes	No	HE	No	HE	No	No	Yes
r. Final Plat	17.16	No	Yes	No	No	CC	CC	No	No	Yes
s. Conditional Use Permits	18.24.020	E or NE	Yes	No	HE	No	HE	No	No	Yes
t. Variances	18.26.030	E or NE	Yes	No	HE	No	HE	No	No	Yes
u. Comprehensive Plan and Development Regulation Amendments	20.08.050	E or NE	Yes	No	PC	No	CC	No	No	Yes
v. Special District, Master Plan, and Master Plan Amendments	18.13	E or NE	Yes	No	HE	No	HE	No	No	Yes

CC – City Council CE – City Engineer CED – Community and Economic Development

HE – Hearing Examiner DOE – Department of Ecology E or NE – Exempt or Nonexempt PC – Planning Commission

#### IV. Impacts of Proposed Amendment

NBMC 20.08.070 and .080 requires that applications for municipal code amendments be evaluated for their environmental, economic, and cultural impacts, as well as impacts to surrounding properties. These impacts are evaluated below.

- 1) **Environmental Impacts.** No environmental impacts are anticipated from amending NBMC Chapter 16 or 20 as cited above. Regulations protecting critical areas, managing stormwater runoff, and controlling floodplain impacts are governed by the Critical Area Regulations in NBMC Title 14, and apply regardless of what type of development occurs on a site.
- 2) **Economic Impacts.** No significant economic impacts are anticipated by amending the developmental review process of mobile home parks as cited. However, combined with other implementations of SB 5290 there is expected to be positive economic impact to both applicants

through faster processing speeds and to City through cost protection measures.

- 3) **Cultural Impacts.** No significant cultural impacts are anticipated from the amendments. All proposed projects must plan for protecting cultural resources.
- 4) **Impacts to Surrounding Properties.** The proposed amendments are not specific to any properties and are not anticipated to significantly impact properties surrounding mobile home parks.

## **V. Compatibility of Proposed Amendment with North Bend Comprehensive Plan (NBCP)**

In accordance with NBMC 20.08.070 and .080, applications for municipal code amendments must be evaluated for compliance with the Comprehensive Plan. The proposed amendments are in compliance with the Comprehensive Plan.

## **VI. Compatibility of Proposed Amendment with the North Bend Municipal Code (NBMC)**

In accordance with NBMC 20.08.070 and .080, applications for municipal code amendments must be evaluated for compliance with the North Bend Municipal Code. The proposed amendment is compatible with the North Bend Municipal Code.

## **VII. Planning Commission Findings and Analysis**

Pursuant to NBMC 20.08.100, the Planning Commission shall consider the proposed amendment against the criteria in NBMC 20.08.100 (B). A staff analysis is provided in italics under each criterion below.

1. Is the issue already adequately addressed in the Comprehensive Plan?  
*The Comprehensive Plan does not address the proposed amendment.*
2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?  
*Yes. The proposed change to the code follows RCW recommendations and aligns with the City's desires.*
3. Is the proposed change the best means for meeting the identified public need?  
*Unknown. The proposed amendments simplify project developments relating to mobile home parks.*
4. Will the proposed change result in a net benefit to the community?  
*The amendments are a no project action but provide clear requirements for those proposing mobile home parks.*

## **VIII. Summary Findings:**

1. The Planning Commission will consider the proposed amendments and held a public hearing on the draft regulations at their August 7, 2024 meeting.
2. The Planning Commission voted to approve the amendments at their August 7, 2024 meeting.
3. Pursuant to RCW 36.70A.106, the draft regulations were forwarded to Commerce - Growth Management Services on July 31, 2024.
4. The proposed amendments are consistent with the procedures established in NBMC 20.08, *Comprehensive Plan and Development Regulations Amendment Procedures*. The Planning Commission finds that the proposed amendments are consistent with the criteria in NBMC 20.08.100(B) and would result in a net benefit to the community.

**Staff Recommendation:**

Based on the findings above and pending consideration of public input to be provided for and at the Public Hearing, staff recommends approval of the draft regulations as provided herein, attached Exhibit A.

**Planning Commission Recommendation**

Following consideration of the Comprehensive Plan and Development Regulation Amendment process in NBMC 20.08.070 through 20.08.110 and public comment received at the public hearing, the Planning Commission recommends approval of the draft regulations as provided herein, attached Exhibit A.

Exhibit A – Proposed Ordinance with Exhibit



# City Council Agenda Bill

SUBJECT:	Agenda Date: September 17, 2024	AB24-098
<b>Resolution Establishing Actions for Compliance with S.B. 5290</b>	Department/Committee/Individual	
Cost Impact: N/A	Mayor Mary Miller	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Community & Economic Development – Rebecca Deming	X
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
<b>Attachments:</b> Resolution		
<b>SUMMARY STATEMENT:</b>		
<p>The City of North Bend is proposing a resolution to document compliance with Second Substitute Senate Bill 5290 (“S.B. 5290”) passed by the Washington Legislature in 2023 and codified as RCW 36.70B.160. The amended language of RCW 36.70B.160 encourages local governments to adopt project review and code provisions to provide prompt, coordinated permit review and ensure accountability to applicants and the public. The City seeks to adopt three project review and code provisions, described below, in the interest of prompt, coordinated review and accountability consistent with RCW 36.70B.160(1).</p> <ul style="list-style-type: none"><li>• The City has amended its land use permitting codes to only require public hearings for permit applications that are required to have a public hearing(s) by statute consistent with RCW 36.70B.160(1)(f).</li><li>• The Director of Community and Economic Development is authorized to contract for on-call permitting assistance for times when permit volumes or staffing levels rapidly change as provided under RCW 36.70B.160(1)(d) and if funds for such assistance are in the approved City budget.</li><li>• The Director of Community and Economic Development is authorized to set “reasonable fees” as provided under RCW 36.70B.160(1)(b). Those fees will be set to charge the City’s actual costs to process applications, inspect plans, and review plans. The City historically has charged for actual costs, and passage of this resolution will specifically adopt the actual costs as reasonable fees under RCW 36.70B.160(1)(b) for applicability with S.B. 5290.</li></ul>		
<p>This is one of two components as part of the actions within S.B. 5290 concerning consolidating local permit review processes. This protects the City from potential financial penalties related to compliance with S.B. 5290 permit review timelines.</p>		
<b>APPLICABLE BRAND GUIDELINES:</b> Economic Viability/balanced budget; affordability		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Community and Economic Development Committee reviewed this item at their August 20, 2024 meeting and recommended approval and placement on the Main Agenda for discussion.		

# City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB24-098, a resolution establishing actions for compliance with S.B. 5290.**

## RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2024		

## RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, DECLARING THAT THE CITY WILL ONLY REQUIRE PUBLIC HEARINGS FOR PERMIT APPLICATIONS REQUIRED TO HAVE A PUBLIC HEARING BY STATUTE; AUTHORIZING THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT TO CONTRACT FOR ON-CALL PERMITTING ASSISTANCE; AND AUTHORIZING THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT TO SET REASONABLE FEES CONSISTENT WITH RCW 36.70B.160.**

**WHEREAS**, the City desires to declare and establish actions for compliance with Second Substitute Senate Bill 5290 (“S.B. 5290”) passed by the Washington Legislature in the year 2023 codified as RCW 36.70B.160; and

**WHEREAS**, the amended language of RCW 36.70B.160 encourages local government to adopt further project review and code provisions to provide prompt, coordinated permit review and ensure accountability to applicants and the public; and

**WHEREAS**, the City seeks to adopt these three project review and code provisions, listed below in Sections 1 through 3, in the interest of prompt, coordinated review and accountability and consistent with RCW 36.70B.160(1);

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

**Section 1.** The City has amended its land use permitting codes to only require public hearings for permit applications that are required to have a public hearing(s) by statute consistent with RCW 36.70B.160(1)(f).

**Section 2.** The Director of Community and Economic Development is authorized to contract for on-call permitting assistance for when permit volumes or staffing levels change rapidly as provided under RCW 36.70B.160(1)(d) and if funds for such assistance are in the approved City budget.

**Section 3.** The Director of Community and Economic Development is authorized to set “reasonable fees” as provided under RCW 36.70B.160(1)(b). Those fees will be set to charge the City’s actual costs to process applications, inspect plans, and review plans. The City historically has charged for actual costs and this Resolution specifically adopts the actual costs as reasonable fees under RCW 36.70B.160(1)(b).

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>TH</sup> DAY OF  
SEPTEMBER, 2024.**

**CITY OF NORTH BEND:**

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**Mary Miller, Mayor**

**APPROVED AS TO FORM:**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

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**Susie Oppedal, City Clerk**



## City Council Agenda Bill

SUBJECT:	Agenda Date: September 17, 2024	AB24-099
<b>Motion Authorizing a Contract with FCS Group for a Water, Sewer, Stormwater and GFC Rate Study</b>	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
Cost Impact: +\$65,305 (costs to be proportionally shared based on 2023 annual utility revenues)	Finance – Martin Chaw	X
Fund Source: Water, Sewer, and Stormwater Utility funds	Public Works – Mark Rigos	
Timeline: Completion 1Q2025	Information Technology – Phillip Davenport	

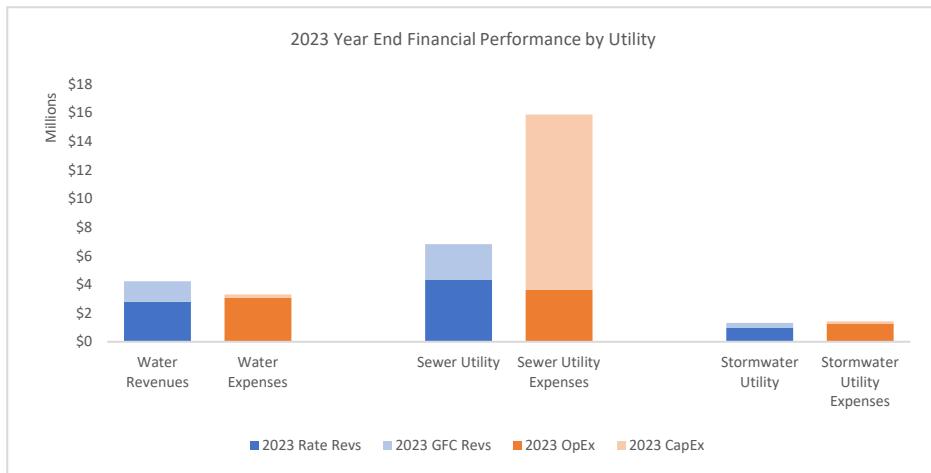
**Attachments:** FCS GROUP Scope of Work & Fee Estimate

### SUMMARY STATEMENT:

The City of North Bend owns and operates three public utilities that provide water, sewer and stormwater services. Combined, the utility system administers 7,500 accounts and nearly \$14.0 million in annual revenues. Maintenance and operations of the City's water, sewer, and stormwater services are financed through monthly utility service charges assessed to rate payers and utility one-time general facility charges assessed to new connections to the utility system.

Each utility is operated as an enterprise, meaning operations and capital expenditures must be fully funded through revenue from utility service charges and general facility charges and no subsidy from general taxpayers is included. Industry best practices recommend that utility service charges should be evaluated regularly to ensure ongoing revenue from charges are sufficiently calibrated to fully fund the ongoing daily operating expenses of each utility. Revenue from one-time connection charges is used to fund capital project improvements that are required to support growth from new customer connections and should also be regularly evaluated.

The following graphic compares revenues from rates and general facility charges to operating and capital expenses for each utility as of the end of 2023. Sewer utility capital expenses reflect the timing of expenditures for the construction of wastewater treatment plant expenditures



# City Council Agenda Bill

The following table summarizes historical adjustments to utility rates from 2020 to present. The City has not studied, nor adjusted, its stormwater rates for a number of years.

	2020	2021	2022	2023	2024	2025	2026
Water	2.49%	2.40%	5.50%	5.50%	5.50%	5.50%	5.50%
Sewer	8.0%	2.40%	2.50%	2.50%	2.50%	2.50%	--
Stormwater	--	--	--	--	--	--	--

Ordinances 1741 and 1747 established water and sewer rates through 2026 and 2025, respectively. Dashes (--) indicates no adjustment.

Approval of this agenda bill authorizes the City to enter into a contract with FCS GROUP to prepare a comprehensive water, sewer and stormwater rates study. The City engaged FCS GROUP for a review and update of its water and sewer utility rates in 2021.

This study includes the following scope of work for each utility.

- Task 1: Project kickoff meeting
- Task 2: Data collection and validation
- Task 3: Prepare revenue requirement analysis
- Task 4: Rate design
- Task 5: General Facility Charge update
- Task 6: Meetings and presentations
- Task 7: Documentation

The total proposed budget is \$65,305. FCS GROUP is prepared to start work immediately, with study completion anticipated for first quarter 2025.

## ALTERNATIVES:

### Alternative #1: Do not approve.

Description: Do not approve study.

Business Impacts: Do not complete comprehensive evaluation to determine the sufficiency of rate and connection charge revenues to fund utility operations and capital expenditures.

Recommendation: Do not recommend.

### Alternative #2: Prepare study in-house

Description: Direct staff to prepare study using existing staff resources.

Business Impacts: Utility rate studies are complex and require extensive resources, time and attention and would divert staff time and resources away from other City tasks and issues.

Recommendation: Do not recommend.

### Alternative #3: Approve motion to contract with FCS GROUP as proposed.

Description: Authorize FCS GROUP to conduct utility rates study as outlined in the attached scope of work.

Business Impacts: Leverages resources of a financial consulting firm that is well versed and respected in the industry and familiar with the City's utility finances given previous engagement.

Recommendation: Recommend Council approval.

**APPLICABLE BRAND GUIDELINES:** Economic viability/balanced budget; Consistent delivery of quality basic services.

## City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: The Finance and Administration Committee reviewed this scope of work at its meeting of September 10, 2024, and recommended approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB24-099, authorizing the Mayor to execute and administer a contract with FCS GROUP to prepare a water, sewer, and stormwater rates and general facility charge update, in a form and content acceptable to the City Attorney, in an amount not to exceed \$65,305.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2024		



# CITY OF NORTH BEND

## 2025-2030 UTILITY RATE AND GENERAL FACILITY CHARGE UPDATE STUDY

The following scope of services has been developed to meet the needs of the City of North Bend (City) based on email correspondence with Mark Rigos, Deputy City Administrator / Public Works Director. The City is desiring a revenue requirement rate study and general facilities charge update for the water, sewer and stormwater utilities. Deliverables will include proposed and forecasted annual rates and GFCs for each utility for the 2025 through 2030 planning period. The services to be provided as part of this scope are described below.

### TASK PLAN

#### TASK 1: INITITAL PROJECT MEETING

An initial project meeting will be scheduled at the commencement of the project with the consultant and the City project team. Meeting participants would include a representative from departments that can address issues related to finance, engineering, operations, customer service and administration.

The intent of the meeting is to confirm the goals and objectives of the proposed study and focus the efforts of the project team. The items covered at the meeting include reviewing the scope of work, identifying project objectives, expectations, project schedule, project deliverables, and the appropriate lines of communication.

#### TASK 2: DATA COLLECTION & VALIDATION

FCS GROUP will provide a data needs list encompassing historical and projected revenue, expenses, fiscal policies, capital plans, fund balances, customer statistics, and comprehensive planning documents. The data will be reviewed, analyzed and validated for inclusion in the study process.

#### TASK 3: REVENUE REQUIREMENT ANALYSIS

This task will establish a sustainable financial management plan covering the subject study period that fully funds the projected total financial needs of each of the City's utilities. Annual cash flow needs are developed by identifying expenses incurred to operate and manage each system including:

- Capital investment funding (improvements, expansion, and replacement)
- Expenses incurred to operate, maintain, and manage each system
- Identification of any new revenue debt required, including new debt service repayment
- Cash flow needs
- Fiscal policy achievement

Tasks are as follows:

- » Update the forecast of operating revenues and expenses to reflect the most recent approved budgets. Adjust for any known future changes in annual non-capital costs associated with the operation, maintenance, and administration of each system. Changes may include additional staffing needs and other operating costs associated with maintaining the systems along with initiating new or enhanced program activities, such as any additional resources to comply with known local, State, and Federal regulations.
- » Incorporate the most recent capital plans identifying the annual capital projects and maintenance expenditures required to maintain each system in good repair. Develop a capital funding analysis that balances available funding from rate revenue, reserve funds, contributions and additional revenue bonds, if needed.
- » Evaluate annual cash flow needs to meet existing and anticipated new annual debt service requirements and debt coverage requirements.
- » Test the sufficiency of current revenues in fully funding annual system obligations. Identify any projected shortfalls over the forecast period. Rate revenue sufficiency will be tested from two perspectives: a cash test to assess the ability to meet all cash obligations, and a coverage test to assess the sufficiency of any debt coverage requirements.
- » Design a rate implementation strategy that fully funds the financial obligations over the multi-year planning horizon and provides for smooth and moderated utility billing impacts to ratepayers.
- » Develop rate scenarios to evaluate the impact of changes to key variables such as funding sources, growth rates, capital project need and timing, or other factors identified by the City. The budget includes five (5) alternative scenarios per utility.

## TASK 4: RATE DESIGN

The rate design task will evaluate existing rate structures for alignment with the City's current and/or recommended fiscal policies and generate sufficient revenue to meet the revenue requirement forecast. Key task outcomes include the following:

- Across the board adjustments. Increases will be applied equally to both fixed and variable charges (where applicable).

Additional rate structure modifications can be added to the scope upon request.

## TASK 5: GENERAL FACILITY CHARGE UPDATE

A general facility charge (GFC) is a one-time charge authorized under RCW 35.92.025 and is imposed as a condition of service on new development or on expanded connection to the system. The charge represents a prorated share of the capital investment made to provide system capacity. In general, state laws stipulate that each connection shall bear a proportional share of the cost of the system capacity required.

This task will focus on updating the City's existing GFCs for each system (water, sewer and stormwater). The GFC shall reflect an updated inventory of existing system assets, the most recent approved capital improvement program costs related to growth and capacity supported by the infrastructure identified as part of the system plan updates. The result will provide the City with a cost based, system wide, maximum allowable GFC for each utility.

## TASK 6: MEETINGS & PRESENTATIONS

During the study process, it will be important to interact frequently with staff throughout the project, to ensure that the findings and recommendations reflect approaches that are understood by impacted parties and can be implemented within City's administrative practices. Review meetings are anticipated to be conducted via remote session. The following meetings are budgeted:

- Five (5) staff project team meetings to review study results at key milestones.
  - » Two (2) – two (2) hour meetings with City staff to review draft revenue requirement results.
  - » One (1) – two (2) hour meeting with City staff to review final revenue requirement scenarios and rate design alternatives.
  - » Two (2) – one (1) hour meetings with City staff to review draft GFC alternatives and presentation to the Council.
- Up to two (2) on-site workshop / presentations with City Council to present the study results and incorporate feedback. Draft presentation materials for each workshop to be reviewed with City staff prior to finalizing and distributing to the City Council.

Should any additional meetings be requested or required, each additional meeting will be billed on a time and materials basis.

## TASK 7: DOCUMENTATION

An executive level report documenting the rate study methodology, key assumptions, results and recommendations will be provided. The technical information referenced in the report will be available in the provided Excel based models. Included will be one (1) electronic copy of each of the utility's rate models with the associated formulas, and a final report in MS-Word and PDF formats.

## BUDGET

Our normal billing practice is to bill based on actual time and materials, not to exceed the total budget. We would be more than happy to negotiate the appropriate level of effort for this project if we have scaled our approach out of line with the City's needs and/or expectations.

TASK	UTILITY			TOTAL
	WATER	SEWER	STORMWATER	
<b>Technical Tasks</b>				
Task 2   Data collection & validation	\$ 920	\$ 920	\$ 920	\$ 2,760
Task 3   Revenue requirement analysis	8,010	8,010	7,390	23,410
Task 4   Rate design	1,075	1,075	920	3,070
Task 5   General facility charge update	6,550	6,550	5,640	18,740
<b>Total Technical Tasks</b>	<b>\$ 16,555</b>	<b>\$ 16,555</b>	<b>\$ 14,870</b>	<b>\$ 47,980</b>
<b>Process Tasks</b>				
Task 1   Initial project meeting				\$ 815
Task 6   Meetings & presentations				
- Review meetings - 3 x 2 hours, 2 x 1 hour   remote				4,880
- Presentations - 2 on-site				
- Development				4,700
- Attendance				1,000
Task 7   Documentation				5,930
<b>Total Process Tasks</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,325</b>
<b>Total Budget</b>	<b>\$ 16,555</b>	<b>\$ 16,555</b>	<b>\$ 14,870</b>	<b>\$ 65,305</b>





## City Council Agenda Bill

SUBJECT:	Agenda Date: September 17, 2024	AB24-100
<b>Motion Authorizing a Development Agreement with Middle Fork Property Development LLC</b>	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate	Economic Development Manager – James Henderson	X

**Attachments:** Resolution, Exhibit A – Development Agreement, Planning Commission Staff Report w/Public Comments, Public Comment, Presentation

### SUMMARY STATEMENT:

RCW 36.70B.170 and North Bend Municipal Code Section 18.27.010 authorizes the City to enter into a Development Agreement (DA) with a person having ownership or control of real property within its jurisdiction. Middle Fork Property Development, L.L.C., is seeking to acquire tax parcel number 132308-9020 of approximately 35 acres, zoned EP-2, located at SE 140<sup>th</sup> Street and 468<sup>th</sup> Avenue SE and develop the property.

Middle Fork Property Development LLC is requesting the following in the DA in order to finalize its acquisition of the property currently owned by Puget Western.

- **Impact Fee Reduction:** A fifty percent reduction in impact fees for transportation and stormwater infrastructure improvements that mitigate for the development of the property for a period of five (5) years. The calculation of the impact fees for transportation and stormwater infrastructure improvements shall be calculated at the time of the effective date of the DA and the City shall collect 50% from Middle Fork Property Development LLC prior to building permit issuance.
- **Impact Fees Credits Offset.** The remainder of the transportation and stormwater impact fees, 50%, are to be offset with sales taxes generated from businesses locating and relocating to the property for a period of five (5) years commencing on the effective date of the DA. If the dollar amount of the sales taxes obtained by the City from the property is not equal to or greater than the total impact fee credits provided for the property for five (5) years, then Middle Fork Property Development LLC will reimburse the City for the balance of the impact fee credits received.
- **Water Service to the Property.** The property is located in North Bend's water service district. Middle Fork Property Development LLC may obtain public water utility service for the property from Sallal Water Association ("Sallal"), and the City agrees not to raise objections to Sallal serving the Property, and this includes the City refraining from negatively commenting to applicable local, state, and federal agencies regarding any proposal for Sallal to serve the Property with water.

The obligations under the DA with Middle Fork Property Development LLC, would be to December 31, 2044, in order to match possible completion date for the development of the property.

The DA has major milestones that serve as an incentive to develop the property and must be met to keep the DA in force. A master plan for the property must be submitted within 6 months per the East North Bend Master Plan Overlay District requirement, and a building permit must be submitted within 2 years.

# City Council Agenda Bill

The property is considered to be a prime development opportunity for the City of North Bend that would assist North Bend's economic development goals by supporting fiscal sustainability to meet existing and future financial obligations and maintain essential services to current and future residents as well as strengthening and diversifying the economic base. In addition, the development of the property supports the economic development strategy recommendation to promote fiscal sustainability by capturing a portion of the estimated \$1.4 billion in annual retail sale leakage from North Bend. In addition, the economic development strategy also recommends the redevelopment of truck town.

The City of North Bend Planning Commission held a Public Hearing for the DA on August 7, 2024. Based on the findings above and public comments received, the Planning Commission recommended approval of the Development Agreement attached.

North Bend City Council considered the motion to enter into a development agreement with Middle Fork Property Development LLC on September 3, 2024. Following discussion and public comments, Council approved a motion to move final action of the development agreement to October 1, 2024, for Council consideration. City Council then held a Special Council Meeting on September 10, 2024, to learn more about the development agreement and the importance of the development in east North Bend for the City's long-term fiscal sustainability and to meet its economic development goals. At the September 10, 2024, meeting Council approved a motion to move the resolution authorizing a development agreement between North Bend and Middle Fork Property Development LLC from the October 1, 2024, City Council meeting to September 17, 2024, City Council meeting for final action.

## ALTERNATIVES:

### **Alternative #1: Do not approve DA with Middle Fork Property Development LLC.**

Description: The City of North Bend does not enter into a Development Agreement.

Business Impacts: Fiscal sustainability and economic development are key to increasing the revenue capacity of the City as well as promoting opportunity, good jobs, and sound and diversified economy. The DA is an opportunity to develop a vacant parcel, revitalize the Truck Town area, and catalyze broad based economic growth. Without a DA the City's ability to realize additional revenues to fund service levels and meet its economic development goals will be limited.

Recommendation: Do not recommend.

### **Alternative #2: Approve DA with Middle Fork Property Development LLC.**

Description: Direct the Mayor to enter into a Development Agreement.

Business Impacts: The Fiscal Sustainability Analysis, based on Council feedback and support, has prioritized this parcel for economic development in order to help the City meet fiscal sustainability goals. The draft study from the Fiscal Sustainability Analysis predicts under EP-2 zoning the site would increase the assessed value of the property from \$6M to nearly \$74M and create approximately 600 jobs.

Recommendation: Recommend approving the Development Agreement between the City of North Bend and Middle Fork Property Development LLC and authorizing the Mayor to execute the same.

**APPLICABLE BRAND GUIDELINES:** Economic viability/balanced budget; Commitment to invest in the City; Sustainably managed growth

**COMMITTEE REVIEW AND RECOMMENDATION:** The Community and Economic Development Committee reviewed this agreement at its meeting of August 20, 2024 and recommended approval and placement on the September 3, 2024 City Council Main Agenda for discussion.

# City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB24-100, a resolution authorizing a Development Agreement between the City of North Bend and Middle Fork Property Development LLC.**

## RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 3, 2024	AB24-087 Postponed to 10/1/24 City Council Meeting	5-2 (Torguson, Tremolada)
September 10, 2024	Move from 10/1/24 to 9/17/24 CC Meeting	5-2 (Elwood, Gothelf)
September 17, 2024		



# RESOLUTION

## **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH BEND AND MIDDLE FORK PROPERTY DEVELOPMENT, L.L.C. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME**

**WHEREAS**, RCW 36.70B.170 and North Bend Municipal Code (“NBMC”) Section 18.27.010 authorizes the City to enter into a development agreement with a person having ownership or control of real property within its jurisdiction; and

**WHEREAS**, Middle Fork Property Development, L.L.C. (“Developer”) intends to purchase, own, and control approximately 35 acres, zoned EP-2, located at SE 140th Street and 468th Avenue SE; and

**WHEREAS**, the property is considered to be a prime development opportunity for the City of North Bend that would generate good jobs, opportunity, and amenities for North Bend residents; and

**WHEREAS**, development of the property would assist North Bend’s economic development goals by supporting fiscal sustainability to meet existing and future financial obligations and provide essential services to current and future residents as well as strengthening and diversifying the economic base; and

**WHEREAS**, the Developer will submit a master plan for the property, per the Master Plan Overlay District requirement, after City Council approval of the DA; and

**WHEREAS**, the Development Agreement with the Developer, will have a term through December 31, 2044, consistent with the estimated completion date for the development of the property; and

**WHEREAS**, RCW 36.70B.200 requires that a development agreement be approved by ordinance or resolution after a public hearing; and

**WHEREAS**, the North Bend Planning Commission held a public hearing on the Development Agreement with the Developer on August 7, 2024, wherein the Commission received public comments, and provided a recommendation of approval following the public hearing; and

**WHEREAS**, City Council approved a motion on September 3, 2024, to move final action of the development agreement to October 1, 2024, for Council consideration; and

**WHEREAS**, City Council held a Special Council Meeting on September 10, 2024, and approved a motion to move the resolution authorizing a development agreement between North Bend and Middle Fork Property Development LLC from the October 1, 2024, City Council meeting to September 17, 2024, City Council meeting for final action;

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

**Section 1. Approval and Authority to Execute:** The City Council of the City of North Bend hereby approves the Development Agreement between the City of North Bend and Middle Fork Property Development L.L.C., in the form attached hereto as Exhibit A, and authorizes the Mayor to execute and administer the same.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>TH</sup> DAY OF SEPTEMBER, 2024.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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**Mary Miller, Mayor**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

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**Susie Oppedal, City Clerk**

**DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF NORTH BEND  
AND MIDDLE FORK PROPERTY DEVELOPMENT LLC**

This Development Agreement (the “Agreement”) is made and entered into by and between the City of North Bend, a Washington municipal corporation (hereinafter referred to as the “City”), and Middle Fork Property Development LLC, a Washington corporation (hereinafter referred to as “Owner”).

**RECITALS**

**WHEREAS**, Owner owns or controls certain real property which is located within the City’s municipal boundary and which is more fully described in the attached Exhibit “A” (hereinafter referred to as the “Property”); and,

**WHEREAS**, the City and the Owner recognize this Property will develop over a period of years and wish to provide predictability about the impact fees that will apply to the Property over the course of its full development by the Owner; and,

**WHEREAS**, the City is a Washington municipal corporation with land use planning and permitting authority over all land within its corporate limits; and,

**WHEREAS**, the Washington State Legislature has authorized the execution of development agreements between local governments and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and,

**WHEREAS**, pursuant to RCW 36.70B.170 and North Bend Municipal Code (“NBMC”) chapter 18.27, a development agreement is authorized which may set forth specific development provisions that shall apply to the Property development within the duration specified in the agreement; and

**WHEREAS**, the parties recognize the importance of jobs and commercial development within the City and particularly within the area that includes the Property; and,

**WHEREAS**, for the purposes of this Agreement, “Development Standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3), NBMC Titles 17, 18 and 19, and any development standards provided herein;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the parties hereto agree as follows:

## **AGREEMENT**

**Section 1. Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated by reference as if fully set forth herein.

**Section 2. Development Agreement.** This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210 along with chapter 18.27 of the NBMC, and it shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170 and NBMC 18.27.025 and upon execution by all parties.

**Section 3. Effective Date and Duration of Agreement.** This Agreement shall commence upon the effective date of the City Council resolution approving this Agreement (the “Effective Date”), and shall continue in force for a period of twenty (20) years unless extended or terminated as provided herein.

**Section 4. SEPA.** Pursuant to the State Environmental Policy Act (“SEPA”), piecemeal environmental review is discouraged. The Owner has not completed the Master Plan development process under NMBC Chapter 18.13, and therefore, SEPA review will not be conducted as part of this Agreement. The SEPA review will be tied to the development proposal and Master Plan.

**Section 5. Land Use Fees and Impact Fees.** Except as described in Sections 6 and 7 herein, the Owner shall pay 100% of the impact fees, connection fees, mitigation fees, charges, and future fees and charges required by the City for the Property. Owner acknowledges and agrees that land use,

transportation, stormwater, parks, building, fire, public works and other fees and charges adopted by the City may be increased by the City from time to time, and are applicable to permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.

**Section 6. Impact Fees Credits.** Upon the Effective Date of the Agreement, the parties agree that the impact fees for transportation and stormwater infrastructure improvements that mitigate for the development of the Property shall be reduced by fifty percent (50%) for a period of five (5) years. The calculation of the impact fees for transportation and stormwater infrastructure improvements shall be calculated at the time of the Effective Date of this Agreement and the City shall collect 50% from the Owner prior to building permit issuance.

**Section 7. Impact Fees Credits Offset.** It is intended that the impact fees credits described in Section 6 herein will be offset with sales taxes generated from businesses locating and relocating to the Property upon its development pursuant to the Master Plan. If during a period of five (5) consecutive years commencing on Effective Date of this Agreement, the dollar amount of the sales taxes obtained by the City from the Property is not equal or greater than the total impacts fees credits provided for the Property for five (5) years pursuant to Section 6 herein, the Owner shall, upon request from the City, directly and promptly reimburse the City for the balance of the impact fee credits received by the Owner.

**Section 8. Water Service to the Property.** Owner may choose, but is not required, to obtain public water utility service for the Property from Sallal Water Association ("Sallal"), and the City agrees not to raise objections to Sallal serving the Property, and this includes the City refraining from negatively commenting to applicable local, state and federal agencies regarding any proposal for Sallal to serve the Property with water.

## **Section 9. Termination.**

**9.1.** This Agreement shall expire and be of no further force and effect if:

**9.1.1.** The development contemplated in this Agreement and in associated permits and/or approvals issued by the City are not

substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City; or

**9.1.2.** Owner does not construct the project as contemplated by the Master Plan and permits and approvals obtained for the Property and this Agreement, or submits applications for development of the Property that are inconsistent with this Agreement.

**9.2.** This Agreement shall terminate either (1) upon the expiration of the term identified in Section 3 above, or (2) when the Property has been fully developed *and* all of Owner's obligations in connection therewith are satisfied as determined by the City, whichever first occurs. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney.

**9.3.** This Agreement shall terminate upon Owner's abandonment of development of the Property. Owner shall be deemed to have abandoned development of the Property if a complete application for a master plan has not been received by the City within six (6) months of the effective date of this Agreement consistent with NBMC 18.13.020(E) or if no building permit for construction of the Master Plan is submitted to the City within 2 years of the Effective Date noted above.

**Section 10. Effect of Termination.** Upon termination of this Agreement, the entitlements, conditions, limitations and any other terms and conditions vested herein shall no longer be vested hereby with respect to the Property (provided that vesting of such entitlements, conditions or fees may be established for the property pursuant to then-existing planning and zoning laws).

**Section 11. Remedies and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Washington. Should a disagreement arise between the City and Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting

proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action for which the parties agree to venue in the Superior Court for King County, State of Washington.

**Section 12. Performance and Waiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

**Section 13. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

**Section 14. Severability.** If any portion of this Agreement is found to be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

**Section 15. Inconsistencies.** If any provisions of the North Bend Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

**Section 16. Binding on Successors.** The rights and obligations created by this Agreement are assignable and shall be binding upon and inure to the benefit of Owner, the City, and their respective successors and assigns. Only Owner and the City or their successors and assigns shall have the right to enforce the terms of this Agreement.

**Section 17. Recording.** Owner shall record, against the real property described in Exhibit "A", an executed copy of this Agreement with the King County Auditor, pursuant to RCW 36.70B.190, no later than fourteen (14) days after the Effective Date and shall provide the City with a conformed copy of the recorded document within thirty (30) days of the Effective Date.

**Section 18. No Joint Venture.** Nothing in this Agreement is intended to create any type of joint venture relationship between the parties as to the Property or its development.

**Section 19. Amendments.** This Agreement may only be amended by mutual agreement of the parties.

**Section 20. Entire Agreement.** This document contains the entire agreement between the parties with respect to the subject matter of the Agreement.

**Section 21. Voluntary Agreement.** The parties intend and acknowledge that this Agreement is entered into voluntarily without duress and is a voluntary contract binding upon the parties hereto, as well as their successors and assigns.

**Section 22. Indemnification.** The Owner shall protect, defend, indemnify and hold harmless the City and its officers, agents, and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever.

**Section 23. Attorneys' Fees and Costs.** In any judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs.

**Section 24. Mutual Drafting and Construction.** The parties agree that both parties participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply to either party.

**Section 25. Headings.** The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit, or otherwise modify the terms and contingencies of this Agreement.

**Section 26. Parties and Authority.** The signatories below to this Agreement represent that they have the full authority of their respective

entities to commit to all of the terms of this Agreement, to perform the obligations hereunder and to execute the same.

**Section 27. Force Majeure.** Neither party shall be deemed to be in default where delays in performance or failures to perform are due to war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, pandemics, or other restrictions or bases for excused performance which is not within the reasonable control of the party to be excused.

**Section 28. Correspondence and Notice.** Notices or communications required or desired to be given under this Agreement shall be in writing and sent either by: (a) United States Postal Service first class mail, postage pre-paid; (b) recognized overnight courier service which customarily maintains a contemporaneous permanent delivery record; or (c) by e-mail to the e-mail addresses designated below, if the subject line indicates that the e-mail is formal notice under this Agreement. The notice shall be deemed delivered on the earlier of: (a) Actual receipt; (b) three (3) business days from deposit in the United States mail; (c) the delivery date as shown in the regular business records of the recognized overnight courier service; or (d) the day and time the email message is received by the recipient's email system, provided, however, that emails received between 4:30 PM and 8:30 AM will be considered delivered as of the start of the next business day. Notices shall be addressed as follows:

To CITY:

City of North Bend  
Attn:  
Title  
[Address]  
[email address]

To OWNER:

Middle Fork Property Development LLC  
Attn:  
Title  
Address  
email address

Either party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above.

**Section 29. No Third-Party Beneficiary.** Unless expressly provided for herein, nothing in this Agreement is intended to create any third-party beneficiary relationships.

**Section 30. Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

MIDDLE FORK PROPERTY  
DEVELOPMENT LLC

CITY OF NORTH BEND

By

By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

—

STATE OF WASHINGTON )  
                          )  
                          ) ss.  
COUNTY OF KING      )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of Middle Fork Property Development LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington, residing in the County of King  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of the CITY OF NORTH BEND, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2024.

NOTARY PUBLIC for the State of  
Washington, residing in the County of  
King  
My Commission Expires:

---

DRAFT

**ATTACHMENT A**

King County parcel number 132308-9020 of approximately 35 acres, zoned EP-2, located at SE 140th Street and 468th Avenue SE.







**Staff Report and Planning Commission Recommendation for  
the Development Agreement with the Middle Fork Property Development LLC**

**Meeting Date:** August 7, 2024

**Proponent:** Seattle Commercial Development Corporation

**Staff Recommendation:** A Motion to recommend City Council approval of a Development Agreement with Middle Fork Property Development LLC for development of parcel number 132308-9020 of approximately 35 acres, zoned EP-2, located at SE 140<sup>th</sup> Street and 468<sup>th</sup> Avenue SE.

**I. Purpose of proposed development agreement:**

The City is proposing to enter into a Development Agreement (DA) with Middle Fork Property Development LLC for development of a property at King County parcel number 132308-9020 of approximately 35 acres, zoned EP-2, located at SE 140<sup>th</sup> Street and 468<sup>th</sup> Avenue SE.

A DA may be authorized under City Council approval pursuant to the process in North Bend Municipal Code Chapter 18.27.

Middle Fork Property Development LLC is requesting the following in DA:

- **Impact Fee Reduction:** A fifty percent reduction in impact fees for transportation and stormwater infrastructure improvements that mitigate for the development of the property for a period of five (5) years. The calculation of the impact fees for transportation and stormwater infrastructure improvements shall be calculated at the time of the effective date of the DA and the City shall collect 50% from Middle Fork Property Development LLC prior to building permit issuance.
- **Impact Fees Credits Offset.** The remainder of the transportation and stormwater impact fees, 50%, are to be offset with sales taxes generated from businesses locating and relocating to the property for a period of five (5) years commencing on the effective date of the DA. If the dollar amount of the sales taxes obtained by the City from the property is not equal to or greater than the total impacts fees credits provided for the property for five (5) years, Middle Fork Property Development LLC will reimburse the City for the balance of the impact fee credits received.
- **Water Service to the Property.** The property is located in North Bend's water service district. Middle Fork Property Development LLC may obtain public water utility service for the property from Sallal Water Association ("Sallal"), and the City agrees not to raise objections to Sallal serving the Property, and this includes the City refraining from negatively commenting to applicable local, state, and federal agencies regarding any proposal for Sallal to serve the Property with water.

The obligations under the DA with Middle Fork Property Development LLC, would be to December 31, 2044, in order to match the estimated completion date of the proposed development. The draft DA is attached as Exhibit A.

Middle Fork Property Development LLC will submit a master plan for the property, per the Master Plan Overlay District requirement, after City Council approval of the DA.

## **II. CONCLUSION AND STAFF RECOMMENDATION:**

The property is considered to be a prime development opportunity for the City of North Bend that would generate good jobs, opportunity, and amenities for North Bend residents. Development of the property would assist North Bend's economic development goals by supporting fiscal sustainability to meet existing and future financial obligations and provide essential services to current and future residents as well as strengthening and diversifying the economic base. In addition, the development of the property supports the economic development strategy recommendation to redevelop Trucktown and the surrounding properties.

City staff recommends approval of the new DA with Middle Fork Property Development LLC. Following consideration of any testimony that may be provided to you at the public hearing at your August 7, 2024, meeting, staff requests your recommendation to the City Council as to whether to approve the DA.

## **III. PLANNING COMMISSION RECOMMENDATION**

*Based on the findings above and public comments received, the North Bend Planning Commission recommends **approval** of Development Agreement with Middle Fork Property Development LLC, attached as Exhibit A.*

Exhibit A: Draft DA with Middle Fork Property Development LLC

**From:** [Juliano Pereira](#)  
**To:** [Rebecca Deming](#); [Mike McCarty](#)  
**Subject:** Fw: Back-up info for tonight's CC meeting  
**Date:** Wednesday, August 7, 2024 6:27:47 PM  
**Attachments:** [North Bend Business Ideas.doc](#)

---

**From:** Jean Buckner <jean.buckner@comcast.net>  
**Sent:** Wednesday, August 7, 2024 1:00 PM  
**To:** Brian Fitzgibbon <BFitzgibbon@northbendwa.gov>; Juliano Pereira <JPereira@northbendwa.gov>; Sam White <swhite@northbendwa.gov>; Olivia Moe <OMoe@northbendwa.gov>; James Boevers <JBoevers@northbendwa.gov>; Stephen Matlock <smatlock@northbendwa.gov>; Hannah Thiel <HThiel@northbendwa.gov>  
**Cc:** [jean.buckner@comcast.net](mailto:jean.buckner@comcast.net) <jean.buckner@comcast.net>  
**Subject:** Back-up info for tonight's CC meeting

You don't often get email from [jean.buckner@comcast.net](mailto:jean.buckner@comcast.net). [Learn why this is important](#)

Planning Commission Members,

First of all, thanks for serving in what sometimes can be a thankless job. THANK YOU!  
Secondly, I wanted to provide you with the following regarding aspects of tonight's agenda:

1. For an example of an alternative development that would bring revenue and tourists to North Bend, see e-mail to James Henderson below. Attached is also an initial overview of a low water/power business concept that would be targeted to local citizens and folks traveling through or to the Summit. Part of the concept would be a "Glice Rink". One can be installed for \$60,000 per a vendor with locations in both the US and Europe. (NOTE: this is NOT similar in size or concept to the Ice Rink in Snoqualmie).
2. Questions:
  - a. What is the Development? THE DA was rather sparse in terms of description. See an example of a more detailed Issaquah Development Agreement at <https://www.issaquahwa.gov/3436/Shelter-Development>. Either the DA should provide much more detail, or a Master Plan should precede the DA.
  - b. Would the DA tie up the land for the term of the agreement? If so, does the city want to do this and discourage other potential developments?
  - c. Approximately, what is the square feet (or other estimate of size) of the development? How many ERUs and sewer connections would be utilized? What amount of electrical power will be needed.

---

**From:** Jean Buckner <jean.buckner@comcast.net>  
**Sent:** Thursday, April 18, 2024 12:03 PM

**To:** 'James Henderson' <jhenderson@northbendwa.gov>

**Subject:** Would a "low water" Indoor Ski, Skate, Snowboard and Climbing Facility work in North Bend on PW property?

Would an Indoor Ski, Skate, Snowboard and Climbing Facility work in North Bend? See concept and pictures attached – would work on PW property AND would receive tremendous community support. It would have to be low impact. Also see this NYT link: A “Glice” Rink – with 1800 Rinks worldwide: <https://www.nytimes.com/2020/02/01/business/glice-fake-ice-skating-.html>

Best,

Jean

Jean Buckner, EdD - President of Friends of The Snoqualmie Valley Trail and River

Facebook: [The Friends of The Snoqualmie Valley Trail and River](https://www.facebook.com/TheFriendsOfTheSnoqualmieValleyTrailAndRiver)

Website: <http://fosvtr.org/>

GoFundMe: <https://www.gofundme.com/Friends-of-The-Snoqualmie-Valley-Trail-and-River>

## Would an Indoor Ski, Snowboard and Climbing Facility work in North Bend?

**Possible Location:** Land adjacent to Truck Stop and on the Way to the Middle Fork Expansion - Where Proposed Chicken Plant would be located

Indoor Ski, Snowboard (with or without snow and virtual training options) and Climbing Facility (could also include day care and kid camp for children not old enough for the Pass or to hike the Middle Fork; families could drop them off here.)

Glice Rink: <https://www.youtube.com/user/Glicerinks>



SMALL, low energy, no ice (water) for kid hockey and ice skating lessons or Medium Sized:



Family Indoor/Outdoor Experiences

A “Glice” Rink – with 1800 Rinks worldwide – no water, no electricity required (except for cleaning)  
<https://www.nytimes.com/2020/02/01/business/glice-fake-ice-skating-.html>

Styrofoam ski-jump pits

Snowless skiing and lessons

Rock Wall Climbing

Bouldering

Kayaking lessons “pool”



From:

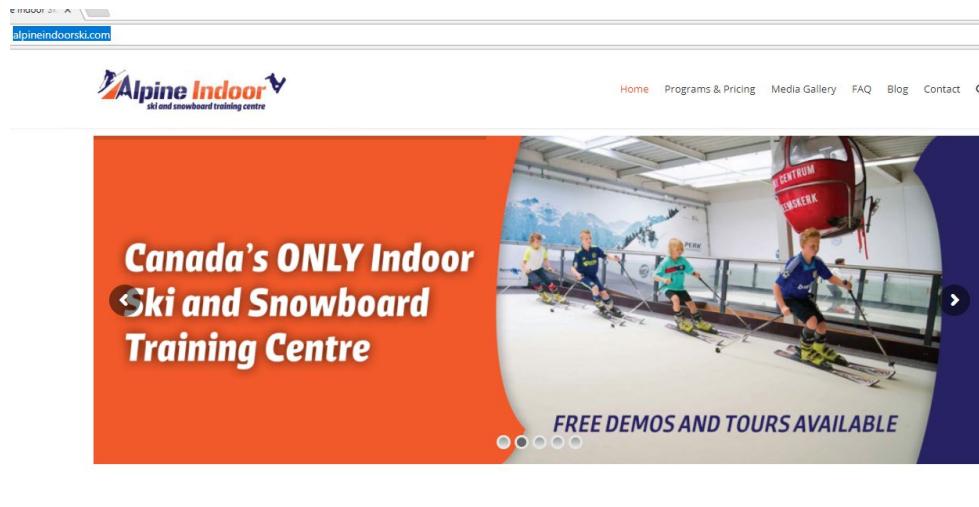
[http://archive.boston.com/travel/explorene/specials/ski/articles/2007/12/27/for\\_indoor\\_slopes\\_business\\_looks\\_up/](http://archive.boston.com/travel/explorene/specials/ski/articles/2007/12/27/for_indoor_slopes_business_looks_up/)



<http://www.indoorskiusa.com/find>



From: <http://www.coloradoskiauthority.com/copper-mountain/woodward/> Also see videos at:  
<http://woodwardtv.com/video/what-is-woodward-copper/> and  
<http://www.9news.com/mobile/video/sports/ski/indoor-ski-facility-business-booming/73-2435415>



The screenshot shows the homepage of the Alpine Indoor website. The header features the logo 'Alpine Indoor' with the tagline 'ski and snowboard training centre'. The main banner on the left is orange and text reads 'Canada's ONLY Indoor Ski and Snowboard Training Centre'. The main image on the right shows several children on skis in an indoor training facility. Below the image is the text 'FREE DEMOS AND TOURS AVAILABLE'. The footer has a 'FIND US ON SOCIAL MEDIA' section with icons for Facebook, Twitter, and YouTube.

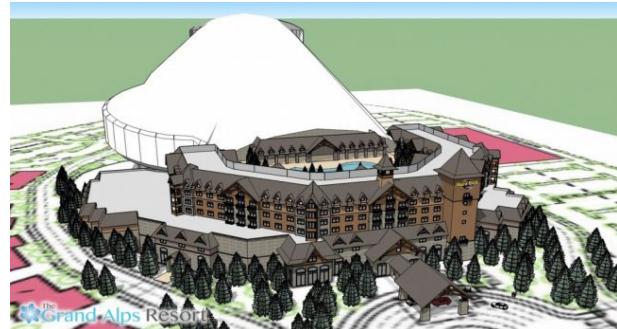
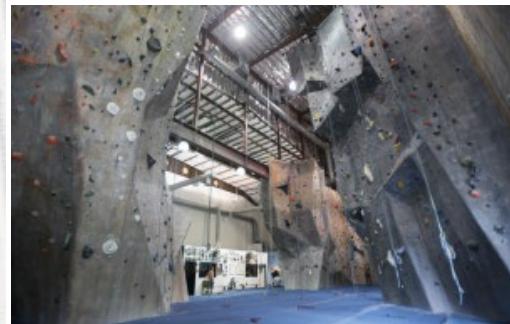
From: <http://alpineindoorski.com/>



From:

<http://www.firsttracksonline.com/2016/01/15/year-round-indoor-skiing-facility-opening-in-toronto-area/>

Pictures only:



Possible additions: Bungee Aerobics:

<https://www.facebook.com/sandy.knauft/posts/1997545777190021>

A vision of the city consistent with actual vision and mission statement



**From:** [Rebecca Deming](#)  
**To:** [Rebecca Deming](#)  
**Subject:** FW: Seattle Commercial Development Corporation Development Agreement Public Hearing Comment for 8/7 Planning Commission Meeting  
**Date:** Tuesday, August 13, 2024 9:36:58 AM

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**From:** mthomas bangstick.net <[mthomas@bangstick.net](mailto:mthomas@bangstick.net)>  
**Sent:** Wednesday, August 7, 2024 2:09 PM  
**To:** Planning <[planning@northbendwa.gov](mailto:planning@northbendwa.gov)>  
**Cc:** Hannah Thiel <[HThiel@northbendwa.gov](mailto:HThiel@northbendwa.gov)>; Susie Oppedal <[SOPPEDAL@NORTHBENDWA.GOV](mailto:SOPPEDAL@NORTHBENDWA.GOV)>; James Boevers <[JBoevers@northbendwa.gov](mailto:JBoevers@northbendwa.gov)>; Olivia Moe <[OMoe@northbendwa.gov](mailto:OMoe@northbendwa.gov)>; Brian Fitzgibbon <[BFitzgibbon@northbendwa.gov](mailto:BFitzgibbon@northbendwa.gov)>; Juliano Pereira <[JPereira@northbendwa.gov](mailto:JPereira@northbendwa.gov)>; Sam White <[swhite@northbendwa.gov](mailto:swhite@northbendwa.gov)>; Stephen Matlock <[smatlock@northbendwa.gov](mailto:smatlock@northbendwa.gov)>  
**Subject:** Seattle Commercial Development Corporation Development Agreement Public Hearing Comment for 8/7 Planning Commission Meeting

The DA should not be approved as:

- It worsens city budget and may worsen bond rating as stormwater and traffic impacts require funding. 6/25 council workstudy notes regarding city finances: "...base line revenue growth was 2.0% per year average and projected expenditure growth was 4.4% per year. ... no action...would lead to depletion of reserves, budget, and service cuts." Further: "Finance Director ... reported the current rating was AA- for the Utility Fund and ... believed the AA- rating for the Utility Fund was because storm and flood fees have not increased."
- Stormwater and traffic impacts and funding and timing to address are unknowns without a development proposal and master plan. These contribute to financial uncertainty--perhaps bond impacts--and increased carrying costs to finance required improvements in time and possible delay to fund improvements. Delays in improvements increase risks and impacts on both stormwater and traffic.
- Insufficient assurance of swift payment should sales tax revenue fall short.
- Amendment requires amending the development agreement with commission, council, and public review not just the city.
- Non tax generating uses should be prohibited, eg use as a national guard vehicle maintenance facility or readiness center.
- Removing the parcel from the city water service area may be realized via the UTRC (past like actions resulted in the area being removed to the city WSA). The city should not be limited in commenting given the water systems will not be

independent with the intertie and the current status of the intertie and upcoming 2025 city WSP.

- The city's lead option on revenue including the parcel is a TIF per 6/25 and 7/23 council workstudy packets. To reduce stormwater charges and then needing a TIF to increase revenues is sophistry and further limits options on the TIF on remaining parcels.

There are too many unknowns, terms and budget impacts to approve presently. Consider returning with more development details and master plan. Greater clarity by the city on its finances and approach is needed along with clarity on water.

Mike Thomas  
1231 LaForest Drive SE

**Jennifer Bourlin**

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**From:** ethier Jan <[pinktrilliums@yahoo.com](mailto:pinktrilliums@yahoo.com)>  
**Sent:** Sunday, September 1, 2024 10:50 AM  
**To:** Council  
**Subject:** Automall. We dont want an automall. Come on guys

Some people who received this message don't often get email from [pinktrilliums@yahoo.com](mailto:pinktrilliums@yahoo.com). [Learn why this is important](#)

Sent from Yahoo Mail for iPhone

**Jennifer Bourlin**

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**From:** Kathy Golic <kkfm@comcast.net>  
**Sent:** Sunday, September 1, 2024 8:38 PM  
**To:** Kevin Golic; Council; Mayor; Susie Oppedal  
**Cc:** Jean Buckner  
**Subject:** Re: No Auto Mall - Yes to Greenway Park

Some people who received this message don't often get email from kkfm@comcast.net. [Learn why this is important](#)

North Bend Leaders,

I want to add to Kevin's message. Perhaps something less expensive- like leaving the area mostly wild, and just having some shielded parking spots and a few benches- elk viewing areas, bike racks and side walk so the Elk can continue to have this as one of the few remaining "rest stops", right there next to the truck rest stop.

These elk have lost so so much of their habitat in our end of town over the years. Before Twin Falls was built, the elk had that land of respite. The list is quite long of places the elk have lost. The indigenous people respect them, and we should too. They are part of what makes North Bend truly special and retain a Nature Centered place to live and celebrate.

Sincerely,  
Kathy Golic,  
(also on behalf of our 2 children, Forrest and Mallory)

---

**From:** Kevin Golic <kgolic@comcast.net>  
**Date:** Sunday, September 1, 2024 at 5:01 PM  
**To:** <Council</b> <northbendwa.gov>, <Mayor</b> <northbendwa.gov>, <soppedal@northbendwa.gov>  
**Cc:** Kevin Golic <kgolic@comcast.net>, Jean Buckner <jean.buckner@comcast.net>, Kevin Golic <kkfm@comcast.net>  
**Subject:** No Auto Mall - Yes to Greenway Park

North Bend City Leaders:

We have lived near Exit 34 since 1995. We moved here because North Bend is and we hope remains a wonderful gateway to outdoor activities and beauty.

A park area at exit 34 would be an amazing entry into so much of the Mountain to Sounds Greenway. It could help balance and offset so many other unsightly uses like car lots, warehouses, a truck stop, gravel pit etc. Plus, there is not a good park at our end of town.

Imagine a large green space with a walking trail around the outside and an interior for sports, activities, fun, relaxation and just enjoying the beauty of the mountains. Wildlife, deer and elk also frequent the area and this would protect some open space for them.

Now imagine a sea of asphalt, new cars, used cars, repair bins and ugly dealer signs. Is that your vision for the future of North Bend? My guess is, if you talk to residents and compare these two alternatives your constituents will overwhelming support green space over asphalt full of cars.

Kevin Kathy Golic

**Kevin & Kathy Golic**

kgolic@comcast.net

425-890-6131

13705 460<sup>th</sup> CT SE

North Bend, WA 98045

**Jennifer Bourlin**

---

**From:** Kevin Golic <kgolic@comcast.net>  
**Sent:** Sunday, September 1, 2024 5:02 PM  
**To:** Council; Mayor; Susie Oppedal  
**Cc:** Kevin Golic; Jean Buckner; Kathy Golic  
**Subject:** No Auto Mall - Yes to Greenway Park

North Bend City Leaders:

We have lived near Exit 34 since 1995. We moved here because North Bend is and we hope remains a wonderful gateway to outdoor activities and beauty.

A park area at exit 34 would be an amazing entry into so much of the Mountain to Sounds Greenway. It could help balance and offset so many other unsightly uses like car lots, warehouses, a truck stop, gravel pit etc. Plus, there is not a good park at our end of town.

Imagine a large green space with a walking trail around the outside and an interior for sports, activities, fun, relaxation and just enjoying the beauty of the mountains. Wildlife, deer and elk also frequent the area and this would protect some open space for them.

Now imagine a sea of asphalt, new cars, used cars, repair bins and ugly dealer signs. Is that your vision for the future of North Bend? My guess is, if you talk to residents and compare these two alternatives your constituents will overwhelming support green space over asphalt full of cars.

Kevin Kathy Golic

**Kevin & Kathy Golic**  
kgolic@comcast.net  
425-890-6131  
13705 460<sup>th</sup> CT SE  
North Bend, WA 98045

**Jennifer Bourlin**

---

**From:** Georgian Maloy <[maloya@outlook.com](mailto:maloya@outlook.com)>  
**Sent:** Sunday, September 1, 2024 5:30 PM  
**To:** Council; Mayor; Susie Oppedal  
**Subject:** Development Voting

Some people who received this message don't often get email from [maloya@outlook.com](mailto:maloya@outlook.com). [Learn why this is important](#)

Hello,

I'd like to request delay of the vote on North Bend development due to poor publicity of the issue. I just heard about this for the first time.

Thank you,

Georgian Maloy

**Jennifer Bourlin**

---

**From:** Comcast <barbaraslay@comcast.net>  
**Sent:** Sunday, September 1, 2024 5:30 PM  
**To:** Council  
**Subject:** Middle Fork Development Agreement -Delay the Vote

[Some people who received this message don't often get email from barbaraslay@comcast.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

I am asking that the North Bend City Council delay the upcoming vote on the Development Agreement with Middle Fork Property Development LLC at the Sept 3rd meeting. Alternative Park concepts with environmentally friendly recreation and business opportunities while maintaining native open space for wildlife have been brought to my attention through various environmental groups . Also some concerns about the agreement have surfaced. I believe more community input needs to be heard before a final agreement vote.Thank-you for your consideration.

**Jennifer Bourlin**

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**From:** Joann Dewey <deweyjk@gmail.com>  
**Sent:** Sunday, September 1, 2024 5:39 PM  
**To:** Council; Mayor; Susie Oppedal  
**Subject:** Note regarding the Middle Fork Property 9/7 meeting

Some people who received this message don't often get email from [deweyjk@gmail.com](mailto:deweyjk@gmail.com). [Learn why this is important](#)

Hello, North Bend City Council & Mayor Miller:

I hope you all had a wonderful Labor Day weekend. I'm writing regarding the August 7th hearing on plans for the Middle Fork property next to truck town off Exit 34.

- **Please Delay 9/7 Middle Fork Vote.** Our family would like to request that the vote on the Middle Fork development matter be delayed to allow more time to gather additional facts and information about the potential impact of the developer's plans as well as alternative options. It is unclear what will be developed on the property, but we have heard that an auto mall is one possibility.
- **Alternative Development to Preserve Natural Recreation Character.** As North Bend becomes increasingly developed, it is losing its natural character and reputation as a place for people to come enjoy the beauty of nature. The Middle Fork property is one of the few remaining spaces that could be developed in a way that preserves this gateway to the Middle Fork natural area in alignment with North Bend's traditional character of recreation in nature. If this property could be developed into a park or recreation area (e.g., rock climbing facility, ski lessons, park, indoor recreation, outdoor restaurant, natural market, etc.), it would enhance North Bend's attractiveness as a destination and also offset the ugliness and off putting nature of the the current gas station and truck stop facility. This would be something everyone in North Bend could be proud of and enjoy! For example: <https://fosvtr.org/land-use-survey>

Thank you for your kind consideration!

Kind regards,  
Joann Dewey

**Jennifer Bourlin**

---

**From:** Jennifer Taylor <jwoods.taylor@gmail.com>  
**Sent:** Sunday, September 1, 2024 10:01 AM  
**To:** Council  
**Subject:** Please protect our natural environment

Some people who received this message don't often get email from jwoods.taylor@gmail.com. [Learn why this is important](#)

Dear NB City Council

**PLEASE** delay your vote on a 20-year agreement that would allow an "Auto Mall" at the entryway to the Middle Fork Expansion. This is a vital natural area and one of the last remaining elk grazing sites on the east side of town.

Your votes will reshape our town's future! Please delay the vote so that all voices may be heard and considered. Please help to preserve open space and the natural beauty of our magnificent valley. Once it is lost, it will be lost forever. Thank you!

Respectfully,  
Jennifer Taylor  
1135

Jennifer Taylor  
[jwoods.taylor@gmail.com](mailto:jwoods.taylor@gmail.com)  
509.699.9993

**Susie Oppedal**

---

**From:** Jennifer Taylor <jwoods.taylor@gmail.com>  
**Sent:** Sunday, September 1, 2024 10:12 AM  
**To:** Susie Oppedal  
**Subject:** Delay the vote, Please!

You don't often get email from [jwoods.taylor@gmail.com](mailto:jwoods.taylor@gmail.com). [Learn why this is important](#)

Dear Ms. Oppedal,

PLEASE delay the vote on a 20-year agreement that would allow an "Auto Mall" at the entryway to the Middle Fork Expansion. This is a vital natural area and one of the last remaining elk grazing sites on the east side of town.

This decision will reshape our town's future! Please delay the vote so that all voices may be heard and considered. Please help to preserve open space and the natural beauty of our magnificent valley. Once it is lost, it will be lost forever. Thank you!

Respectfully,  
Jennifer Taylor  
1135 13th PI SW, North Bend, WA 98045.

Jennifer Taylor  
[jwoods.taylor@gmail.com](mailto:jwoods.taylor@gmail.com)  
509.699.9993

**Jennifer Bourlin**

---

**From:** Kris Haight <haightk@comcast.net>  
**Sent:** Monday, September 2, 2024 8:58 AM  
**To:** Council; Mayor; Susie Oppedal  
**Subject:** Delay the vote please

Some people who received this message don't often get email from haightk@comcast.net. [Learn why this is important](#)

Hello,

I've lived in North Bend for 30 plus years now and have attended city council meetings of various types.

I would like to respectfully ask that the vote scheduled for 9/2 re: the development of land by Middle Fork Property Development LC at King County parcel number 132308-9020 be delayed.

I feel this needs more understanding by citizens as well as clarity on the purpose/plans for development.

We as a city are at a critical period to define what we look like since there is interest in our land and area – I believe everyone wants to make the best use of our precious resources. We can see the mistakes that other cities have made and learn from them.

Kris Haight  
329 NE 8<sup>th</sup> Street  
North Bend, WA 98045

**Jennifer Bourlin**

---

**From:** R K <robbidobb@gmail.com>  
**Sent:** Monday, September 2, 2024 3:39 PM  
**To:** Council  
**Cc:** Mayor; Susie Oppedal  
**Subject:** Development plans near the TA

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from robbidobb@gmail.com. [Learn why this is important](#)

Dear Mayor Miller and council members,  
as residents of the area for over 20 years, my family and I have enjoyed outside spaces and hiking more than any other activity. Middle Fork has great access to many great hiking areas and beautiful views. If the development plan really includes some sort of Auto Mall, we think that would be a horrendous mistake, both for the residents of the area, and anyone who visits the east side of North Bend for outdoor activities.

Developing a park would be a much better use of the environment and give even more opportunities for green spaces and beautiful views.

I certainly hope you are all strongly reconsidering options for use of this area.

We hope to attend the city council meeting Tuesday and share our viewpoint, which is shared by most of our neighbors.

Regards,

~Robin Kay, et al

**Jennifer Bourlin**

---

**From:** Harriette Leitman <redhsw1@hotmail.com>  
**Sent:** Monday, September 2, 2024 5:24 PM  
**To:** Council  
**Subject:** Please do not offer reductions in impact fees to attract development

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from redhsw1@hotmail.com. [Learn why this is important](#) without giving the residents more transparency what is being proposed to go in there. Impact fees are necessary for the future of the city to be able to grow/sustain itself. There could be scenarios where that reduction would be warranted (the nature of the business going in there), so if there was transparency it would build trust.

What I see/hear from folks is there is not a lot of trust in how the City of North Bend does business and plans for the future.

Harriette

**Susie Oppedal**

---

**From:** katina mullen <feistyone73@icloud.com>  
**Sent:** Monday, September 2, 2024 7:27 PM  
**To:** Susie Oppedal  
**Subject:** North Fork expansion

[You don't often get email from feistyone73@icloud.com. Learn why this is important at  
<https://aka.ms/LearnAboutSenderIdentification> ]

Please delay the vote on this expansion. Please give the citizens an opportunity to question, and comment on the very important subject that many were unaware of. I for one, would like to know more about any 20 year agreement. But more importantly one that affects the wild life, they are much more important than any expansion.

Katina Mullen

**Jennifer Bourlin**

---

**From:** Kevin Himka <himka@comcast.net>  
**Sent:** Tuesday, September 3, 2024 11:37 AM  
**To:** Council  
**Subject:** Middlefork developement

[Some people who received this message don't often get email from himka@comcast.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

It makes no sense to put them auto Mall out by truck town and at the entrance to the Alpine wilderness area. There is absolutely no services out there. It would be a waste of land use.

Sincerely  
Kevin Himka  
Sent from my iPhone

**Jennifer Bourlin**

---

**From:** dutchlead@comcast.net  
**Sent:** Tuesday, September 3, 2024 12:52 PM  
**To:** Council  
**Subject:** Delay vote on Auto Mall

Some people who received this message don't often get email from dutchlead@comcast.net. [Learn why this is important](#)

Council Members

I write to strongly urge that you delay the vote on the proposed auto mall. This vaguely proposed concept clashes deeply with the agonizingly beautiful country surrounding the development site.

Many viable alternatives have been suggested by several organizations and some of these provide a better and more detailed vision worthy of at least the passing consideration that seems to have been granted the developers of the mall.

Far too little is known, or far too little has been disclosed, to cast a fully considered vote on their Development Agreement. It appears to be a blank check to the developers without sufficiently detailing the vision for the development.

Why this rush to judgement? Our citizens deserve a full outline of what is proposed. It's hard to believe a vote is even under consideration.

Please delay this vote.

Erwin R. Siedentopf  
46226 SE 139<sup>th</sup> PL  
North Bend, WA 98045

**Susie Oppedal**

---

**From:** dutchlead@comcast.net  
**Sent:** Tuesday, September 3, 2024 12:53 PM  
**To:** Susie Oppedal  
**Subject:** Delay Vote on Auto Mall

You don't often get email from dutchlead@comcast.net. [Learn why this is important](#)

Ms, Oppedal

I write to strongly urge that the Mayor and City Council delay the vote on the proposed auto mall. This vaguely proposed concept clashes deeply with the agonizingly beautiful country surrounding the development site.

Many viable alternatives have been suggested by several organizations and some of these provide a better and more detailed vision worthy of at least the passing consideration that seems to have been granted the developers of the mall.

Far too little is known, or far too little has been disclosed, to cast a fully considered vote on their Development Agreement. It appears to be a blank check to the developers without sufficiently detailing the vision for the development.

Why this rush to judgement? Our citizens deserve a full outline of what is proposed. It's hard to believe a vote is even under consideration.

Please delay this vote.

Erwin R. Siedentopf  
46226 SE 139<sup>th</sup> PL  
North Bend, WA 98045

**Jennifer Bourlin**

---

**From:** James Henderson  
**Sent:** Tuesday, September 3, 2024 8:41 AM  
**To:** Jennifer Bourlin  
**Subject:** FW: Good Morning James

FYI

**From:** Jean Buckner <jean.buckner@comcast.net>  
**Sent:** Friday, August 30, 2024 7:11 AM  
**To:** James Henderson <jhenderson@northbendwa.gov>  
**Subject:** Good Morning James

I see that the DA for the Middle Fork Property Development, LLC is on the agenda per below. As you know, some of us are working on an alternative concept in the event this DA falls through. See list below of current questions and concerns about the DA.

**"11) AB24-087 Resolution – Authorizing Development Agreement with Middle Fork Property Development, LLC Mr. Henderson 33"**

I notice it is under Introductions, but that it is a Resolution, so am unclear what that means. **Will a vote be taken Tuesday night?**

Also, the public/private park initiative we spoke about at my house back in April and again at Planning Commission on August 7<sup>th</sup>, is gaining traction among organizations which together will likely have the horsepower to purchase the land if this DA is postponed until its better defined or if it falls through. Currently, citizens are overwhelmingly supportive of the park concept over the "auto mall" or whatever the development is.

.....

**Partial List of Issues with the DA:**

Here are 11 issues we've found with the proposed DA for parcel number 132308-9020. Please move the consideration of this DA to the October CC meeting so that these issues can be assessed and dealt with.

1. DA states Middle Fork Property (MFP) Development LLC owns the land – neither MFP nor SeaCon own the property – It is owned by Puget Western. Here is a Link to DA: <https://northbendwa.gov/ArchiveCenter/ViewFile/Item/6623>
2. To push Planning Commission to act quickly, MFP/SeCon said that the opportunity for city (their proposal or any other proposal) would disappear until the end of 25 – we don't find this credible. Here is where the developer made this claim in the audio recording of the meeting: listen to min 57-58.20 at <https://youtu.be/y9vJtjoQAYg> - The Developer may only have a certain amount of time, but that does not mean others would not be able to enter into an agreement with PW. I have this from a credible source.
3. DA gives away too much by cutting into budget funds for transportation and stormwater. We are going to need those budgets. Why are we giving away so much? Other developers may not require these aggressive give aways.

4. It worsens city budget and may worsen bond rating as stormwater and traffic impacts require funding. 6/25 council work study notes regarding city finances: "...base line revenue growth was 2.0% per year average and projected expenditure growth was 4.4% per year. ... no action...would lead to depletion of reserves, budget, and service cuts." Further: "Finance Director ... reported the current rating was AA- for the Utility Fund and ... believed the AA- rating for the Utility Fund was because storm and flood fees have not increased."
5. Stormwater and traffic impacts and funding and timing to address are unknowns without a development proposal and master plan. These contribute to financial uncertainty--perhaps bond impacts--and increased carrying costs to finance required improvements in time and possible delay to fund improvements. Delays in improvements increase risks and impacts on both stormwater and traffic.
6. Insufficient assurance of swift payment should sales tax revenue fall short.
7. The city's lead option on revenue including the parcel is a TIF per 6/25 and 7/23 council work study packets. To reduce stormwater charges and then needing a TIF to increase revenues is sophistry and further limits options on the TIF on remaining parcels.
8. There are too many unknowns, terms and budget impacts to approve presently. Consider returning with more development details and master plan.
9. An appropriate SEPA is in question
10. The DA represents a black box. Should the City Council vote to lock themselves in until 2044 to such an amorphous concept?
11. The city further just approved a TIF study. How this may impact the use of a TIF to fund public infrastructure is not clear. With the development being unknown how is the city to assess financial impacts such as the magnitude of stormwater and traffic impacts and projected revenues for the development? Are there impacts to city water revenues either for new connections or consumptive charges for allowing the parcel to be removed from the city's water service area? If so, what are they? Will connection fees/GFC and or rates increase to city water users?

Best,

Jean

Jean Buckner, EdD - President of Friends of The Snoqualmie Valley Trail and River

Facebook: [The Friends of The Snoqualmie Valley Trail and River](https://www.facebook.com/TheFriendsOfTheSnoqualmieValleyTrailAndRiver)

Website: <http://fosvtr.org/>

GoFundMe: <https://www.gofundme.com/Friends-of-The-Snoqualmie-Valley-Trail-and-River>

Tuesday, September 3, 2024

TO: Mayor Mary Miller ([mayor@northbendwa.gov](mailto:mayor@northbendwa.gov))

AND City Council Members:

Councilmember Alan Gothelf

Councilmember Christina Rustik

Councilmember Mark Joselyn

Councilmember Brenden Elwood

Councilmember Heather Koellen

Councilmember Suzan Torguson

Councilmember Errol Tremolad

CC: City Clerk Susie Oppedal ([soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov))

Dear Mayor Miller and City Council Members,

This letter is broken into two sections.

The first deals with the synergistic advantages a concept like the “Gateway to the Middle Fork Park” would afford the City. The second deals with concerns related to Agenda item 11 - Parcel # 132308-9020.

**Section 1 - THE SYSERGISTIC ADVANTAGES OF A CONCEPT LIKE “THE GATEWAY TO THE MIDDLE FORK PARK”:**

We recognize the significant efforts that past and present city leadership have invested in promoting North Bend as a haven for both residents and visitors who seek the beauty and adventure that our region offers. The park concept aligns closely with these values, offering a balanced approach that enhances the town’s historic identity while providing economic opportunities that integrate seamlessly with the existing downtown area. A transportation plan could be developed linking downtown with the park as well as the park with other transportation services and hubs, thereby reducing traffic congestion likely associated with the “Auto Mall” concept.

The proposed park would not only preserve critical grasslands for the local elk population but also provide a gathering place for community members and tourists alike. Features such as ski and bike shops, a daycare facility, a GLICE rink, a climbing wall, and other outdoor-themed amenities would serve to attract visitors year-round, further solidifying North Bend as a premier destination for outdoor enthusiasts. Importantly, the park’s small and environmentally conscious footprint reflects a forward-thinking approach to development, ensuring that the town’s natural beauty and resources are preserved for future generations.

We understand that the city must consider a variety of proposals, including the auto mall, which also offers potential economic benefits. However, we believe that the park concept represents a unique opportunity to enhance North Bend’s identity and appeal in a way that is consistent with its history and values. By choosing a development plan that harmonizes with the natural landscape and the

community's preferences, the city can create a lasting legacy of sustainability and environmental stewardship.

This project could serve as a model for sustainable development in our region.

## **SECTION 2 - REGARDING CONCERNS RELATED TO AGENDA ITEM #11, Parcel # 132308-9020.**

Please postpone the vote on this Agenda Item until the following and other concerns can be better understood and addressed.

1. On the first page of the proposed Development Agreement (DA), Middle Fork Property Development LLC (MFPD) claims they own the property. **They do not own the property.** The property is owned by Puget Western (PW).
2. As of today, per the Washington Secretary of State official site, (<https://www.sos.wa.gov/corporations-charities>), Middle Fork Property Development LLC was not listed as having a business license in the state of Washington.  
**Can (or should) the city enter into an agreement with an unlicensed business?** Is it appropriate and legal for a municipality to do this? Their listed "proponent" Seattle Commercial Development Corporation (SeaCon) does have a business license, however, being a proponent does not bind SeaCon to legal responsibility.
3. To push Planning Commission to act quickly, MFPD/SeCon claimed that the opportunity for the city to accept their, or any other proposal, would disappear until the end of 2025 if the city did not sign this DA very soon. We don't find this claim credible. (Here is where the developer made this claim in the audio recording of the meeting: listen to min 57-58.20 at <https://youtu.be/y9vItjoOAYg> ) - The Developer may only have a certain amount of time, but that does not mean others would not be able to enter into an agreement with PW. We have this from a credible source. **What is the rush?**
4. We believe the DA unnecessarily give away too much and thereby cuts into future budget funds for transportation and stormwater. We are going to need those budgets. **Why are we giving away so much in terms of incentives? Can't we do better?** Other developers (one we know of) may not require these aggressive give aways. Budgetary Implications of this proposed DA need to be more fully assessed.
5. What's the rush? This ill-defined 20-year DA is a "Black Box" - The unknown contents of which will have profound and long-lasting implications (budgetary and otherwise) for the City. These impacts can't begin to be assessed given the dearth of information in the DA. The DA should not be signed until there is more flesh on the bone of this agreement. **Why would the City rush to a vote to lock themselves in until 2044 to such an amorphous concept? The city needs more information in order to make an informed decision about this DA. That information should be provided BEFORE the City agrees to the terms of this agreement.**

**Best,**

**Jean Buckner**  
**President, Friends of the Snoqualmie Valley Trail and River**  
**46226 SE 139<sup>th</sup> Pl**  
**North Bend WA**

## Susie Oppedal

---

**From:** Jean Buckner <jean.buckner@comcast.net>  
**Sent:** Tuesday, September 3, 2024 3:56 PM  
**To:** Mayor Miller; Susie Oppedal; Council  
**Subject:** Following and attached is a letter to the Mayor and City Council regarding tonight's CC meeting  
**Attachments:** Letter to Mayor Clerk and City Council.docx

Tuesday, September 3, 2024  
TO: Mayor Mary Miller ([mayor@northbendwa.gov](mailto:mayor@northbendwa.gov))  
AND City Council Members:  
[Councilmember Alan Gothelf](#)  
[Councilmember Christina Rustik](#)  
[Councilmember Mark Joselyn](#)  
[Councilmember Brenden Elwood](#)  
[Councilmember Heather Koellen](#)  
[Councilmember Suzan Torguson](#)  
[Councilmember Errol Tremolad](#)

CC: City Clerk Susie Oppedal ([soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov))

Dear Mayor Miller and City Council Members,

This letter is broken into two sections.

The first deals with the synergistic advantages a concept like the "Gateway to the Middle Fork Park" would afford the City. The second deals with concerns related to Agenda item 11 - Parcel # 132308-9020.

### **Section 1 - THE SYSERGISTIC ADVANTAGES OF A CONCEPT LIKE "THE GATEWAY TO THE MIDDLE FORK PARK":**

We recognize the significant efforts that past and present city leadership have invested in promoting North Bend as a haven for both residents and visitors who seek the beauty and adventure that our region offers. The park concept aligns closely with these values, offering a balanced approach that enhances the town's historic identity while providing economic opportunities that integrate seamlessly with the existing downtown area. A transportation plan could be developed linking downtown with the park as well as the park with other transportation services and hubs, thereby reducing traffic congestion likely associated with the "Auto Mall" concept.

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We understand that the city must consider a variety of proposals, including the auto mall, which also offers potential economic benefits. However, we believe that the park concept represents a unique opportunity to enhance North Bend's identity and appeal in a way that is consistent with its history and values. By choosing a

development plan that harmonizes with the natural landscape and the community's preferences, the city can create a lasting legacy of sustainability and environmental stewardship. This project could serve as a model for sustainable development in our region.

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Best,

**Jean Buckner**  
**President, Friends of the Snoqualmie Valley Trail and River**  
**46226 SE 139<sup>th</sup> Pl**  
**North Bend WA**

Best,

Jean

Jean Buckner, EdD - President of Friends of The Snoqualmie Valley Trail and River

Facebook: [\*\*The Friends of The Snoqualmie Valley Trail and River\*\*](#)

Website: <http://fosvtr.org/>

GoFundMe: <https://www.gofundme.com/Friends-of-The-Snoqualmie-Valley-Trail-and-River>

**Susie Oppedal**

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**From:** Donna Nystrom <[donnanojo@hotmail.com](mailto:donnanojo@hotmail.com)>  
**Sent:** Tuesday, September 3, 2024 5:05 PM  
**To:** Council; Mayor; Susie Oppedal  
**Subject:** Delay of vote for the proposed "Auto Mall"

**Importance:** High

Some people who received this message don't often get email from [donnanojo@hotmail.com](mailto:donnanojo@hotmail.com). [Learn why this is important](#)

Please delay the vote for the proposed Auto Mall by the Middle Fork Expansion (by Truck Town). This matter has not been brought to the attention of most North Bend residents. It would be terrible to allow such a large commercial site be built in our nature and neighborhood, and hurt the elks' grazing fields even further.

It would harm our city's environment and reputation of nature and recreation. It cannot be agreed to behind closed doors without our citizens even being aware of it.

Please be fair to our whole community! Thanks in advance.

Donna and Erik Nystrom

[Get Outlook for iOS](#)

**Susie Oppedal**

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**From:** mthomas bangstick.net <mthomas@bangstick.net>  
**Sent:** Friday, September 6, 2024 6:36 PM  
**To:** Council; Mayor  
**Cc:** Susie Oppedal  
**Subject:** Special city council meeting 9/10 question

Dear Council and Mayor:

I noted that the result of the 9/3 meeting on the Middlefork Development DA was to table until October 1 and with an ask to schedule a workstudy.

I note the special city council meeting which covers two topics both of which are apt to have high citizen interest. The agenda has Presentations listed and no other matters.

Will the public be able to comment on both matters Sept 10?

Workstudies do not typically allow for citizen participation and special council meetings are rare. I view that the change to a special meeting presents an opportunity for the council to understand citizen concerns on both matters in advance of actions on both the budget and the DA.

Please enter this into the record regarding the 9/10/24 special meeting.

Michael Thomas

5:00



## **NOTICE OF SPECIAL CITY COUNCIL**

Notice is hereby given that the North Bend City Council Meeting on Tuesday, September 10, 2024 at (

For additional information please contact the City Cle

Posted September 5, 2024

### **SPECIAL CITY COUNCIL MEETING**

**September 10, 2024 – AGENDA**

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

1. 7:00 P.M. Call to Order. Roll Call



## **NOTICE OF SPECIAL CITY COUNCIL MEETING**

Notice is hereby given that the North Bend City Council has scheduled a Special Council Meeting on Tuesday, September 10, 2024 at City Hall, at 7:00 p.m.

For additional information please contact the City Clerk at (425) 888-7627.

Posted September 5, 2024

### **SPECIAL CITY COUNCIL MEETING**

#### **September 10, 2024 – AGENDA**

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

1. 7:00 P.M. Call to Order, Roll Call
2. **Presentation – Middle Fork Property Development Agreement** Mr. Miller  
& Mr. Power
3. **Presentation – Eastside Fire & Rescue Budget** Chief Lane
4. Adjournment

**\*PLEASE NOTE:** Members of the public may choose to attend the meeting in person or by teleconference. Members of the public attending the meeting in-person will have an opportunity to provide public comment and if attending the meeting by teleconference may submit written comments via in-person drop off, mail, fax, or e-mail to [soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov). All written comments must be received by 5 p.m. on the day of the scheduled meeting. If an individual requires an accommodation because of a difficulty attending the public meeting, the City requests notice of the need for accommodation by 5 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote public comments by contacting the City Clerk by phone (425) 888-7627 or by e-mail to [soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov). No other remote public comment will be permitted.

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

**Susie Oppedal**

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**From:** Andrew Baer <baera3@gmail.com>  
**Sent:** Monday, September 9, 2024 10:05 AM  
**To:** Council; Mayor; Susie Oppedal  
**Subject:** Middle fork expansion vote

Some people who received this message don't often get email from baera3@gmail.com. [Learn why this is important](#)

Hello,

I'm writing as a resident of North Bend to request to delay the vote on the 20 year agreement for the middle fork expansion. This area is a local treasure and should be used for something locals want, not handed over to developers. The rumor is that it'll be an auto mall- honestly, that's an insult to that beautiful valley, and if you think that's doing anything to serve the residents that elected you, then you don't understand your office and have no respect for the natural world around you.

If that is indeed the plan, make sure to name it after yourselves, future people that would've enjoyed the natural beauty of the middle fork deserve to know exactly who put it there. You deserve the honor, don't hold back!

Thanks for your time,

Andrew Baer

**Susie Oppedal**

---

**From:** Jean Buckner <jean.buckner@comcast.net>  
**Sent:** Tuesday, September 10, 2024 5:52 PM  
**To:** Susie Oppedal; Council  
**Subject:** Consensus recommendation coming

This afternoon an impressive group of environmental, government and business folks convened by Friends developed a consensus statement on a vision for King County Parcel 132308-9020. (land by truck stop and entryway to Middle Fork Road). The group agreed upon this consensus statement which will be presented to City Council (and shared with the community) on or before the September 17<sup>th</sup> 's CC meeting regarding the DA before you. (This meeting was planned for October 1<sup>st</sup>, but moved up to Sept 17<sup>th</sup>.) The Mayor attended as an observer and did not participate in the consensus vote. We were exceedingly appreciative of her presence.

We are still working on the wording of our consensus statement and will release it soon. The statement fits within the City's Vision and Brand statements below.

Our concerns is that if the City signs this DA, they will commit the City, taxpayers and community residents to a 20 year deal we believe gives away too much in terms of concessions and doesn't require enough from the developer. It also doesn't define what the development is – or what revenues it will bring. There are several other issues we have with the DA shared at the last CC meeting. It also doesn't fit within the City's Vision and Brand Statements:

**Vision Statement:** The vision for North Bend is centered on preservation and enhancement. The community seeks to preserve its natural beauty and small-town scale while enhancing the built environment of downtown, riverfront, community parks, residential neighborhoods, and the community's gateways.

**Brand Statement:** North Bend presents itself as a highly livable small town that is the premier outdoor recreation destination in the Puget Sound Region, described with the phrase "Easy to Reach...Hard to Leave."

In addition, we are concerned about the impact of this development on the River and local Elk herd. Friends believes that once signed, the current DA would give the developer more leverage against the city. Also, the developer may need the signed DA to secure funding. There are movements afoot we can't yet discuss – but should be free to soon that may not require such a contingency. Please hold off on approving the DA until more is known about possibly more beneficial options.

Susie, if it is too late to include this in tonight's packet, please include it in the packet for the 17<sup>th</sup>.

Best,

Jean Buckner

Jean Buckner, EdD - President of Friends of The Snoqualmie Valley Trail and River  
Facebook: [The Friends of The Snoqualmie Valley Trail and River](https://www.facebook.com/TheFriendsOfTheSnoqualmieValleyTrailAndRiver)  
Website: <http://fosvtr.org/>

Best,

Jean

Jean Buckner, EdD - President of Friends of The Snoqualmie Valley Trail and River

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GoFundMe: <https://www.gofundme.com/Friends-of-The-Snoqualmie-Valley-Trail-and-River>

**Jennifer Bourlin**

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**From:** Forrest Golic <forresttgolic@gmail.com>  
**Sent:** Tuesday, September 10, 2024 12:57 PM  
**To:** Council  
**Cc:** Mayor; Susie Oppedal  
**Subject:** Concerns Regarding the Proposed Auto Mall Development

Some people who received this message don't often get email from forresttgolic@gmail.com. [Learn why this is important](#)

Dear Members of the City Council,

I hope this message finds you well. I am writing to express my concerns about the proposal to build a new auto mall on the existing green space adjacent to the truck stop in North Bend.

Firstly, I believe that constructing an auto mall in this location would be inconsistent with the character of North Bend. Our community has always valued its charming, small-town, outdoorsy atmosphere, and having green spaces, and reducing industrialized urban sprawl contributes to that character. The proposed development will undermine the unique qualities that make North Bend a desirable place to live and visit.

Additionally, I am concerned that this development could potentially decrease nearby property values. The introduction of an auto mall may not align with the expectations of current and prospective homeowners who are drawn to our area for its natural beauty and tranquil environment. A significant change such as this could have unintended negative consequences on property values.

Furthermore, there is a risk that such a development could attract disreputable characters to our town. Increased traffic, late-night activity, and the presence of an auto mall might lead to a rise in disturbances or criminal behavior, which could affect the safety and well-being of our community.

Finally, I strongly believe that the green space could be put to better use. Instead of an auto mall, the area could be transformed into a public park or recreational facility, which would offer numerous benefits to our residents. A park would provide a space for leisure, community events, and outdoor activities, enhancing the quality of life for all who live here, and serving as a gateway to the natural areas that really make North Bend the amazing town I have grown up in and call home.

Thank you for considering my concerns. I hope the City Council will take these points into account when making decisions about preserving this green space, and other areas of north bend potentially subject to development.

Sincerely,

Forrest Golic  
[forresttgolic@gmail.com](mailto:forresttgolic@gmail.com)

**Jennifer Bourlin**

---

**From:** Kim Harwood <kharwood59@icloud.com>  
**Sent:** Tuesday, September 10, 2024 3:03 PM  
**To:** Council  
**Subject:** Middle Fork Property

[Some people who received this message don't often get email from kharwood59@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Please consider saying no to the sale of the large Middle Fork property. Let's slow down and wait for some insight on what this buyer's plans are or see what other options are out there. That land can never be replaced.

Thank you,  
Kim Harwood

Sent from my iPhone

**Jennifer Bourlin**

---

**From:** Hana Morris <hana.morris17@gmail.com>  
**Sent:** Tuesday, September 10, 2024 1:25 PM  
**To:** Council  
**Subject:** Stop the auto mall

[Some people who received this message don't often get email from hana.morris17@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Dear City Council Members,

As someone who frequently visits North Bend, I have come to deeply appreciate its unique charm and natural beauty. One of my favorite memories is from the arduous hike up to Mailbox Peak. Climbing the challenging trail and seeing the breathtaking views from the summit are experiences I cherish, and can look forward to every time I visit North Bend. It's moments and places like these that make North Bend special and worth preserving.

Placing an auto mall in this area would, in my opinion, clash with the quintessence North Bend. The town is beloved for its granola, small-town atmosphere, its focus on outdoor activities, and for the amazing forests, wildlife, and mountains that surround it. Preserving green spaces and minimizing urban sprawl are crucial to maintaining this character. The proposed development could undermine the unique appeal that makes North Bend a special place both to visit and to live.

I believe the green space next to the truck stop could be put to much better use. Instead of an auto mall, the area could be transformed into a public park or recreational facility for the benefit of community members. It would also serve as a gateway to the natural attractions I listed above that make North Bend a fantastic place to live and visit. The future of North Bend should be in the outdoors and outdoor tourism, not car dealerships and strip malls. At the very least the people of north bend should be allowed a say in how our backyard is used.

Thank you for listening. I hope you all will reflect on this when deciding the future of North Bend, and vote against the installation of the proposed automall.

Best,  
Hana

**Jennifer Bourlin**

---

**From:** Susan Sweitzer <sue.sweitzer@gmail.com>  
**Sent:** Tuesday, September 10, 2024 7:27 AM  
**To:** Council  
**Subject:** Special Meeting Sept 10

Some people who received this message don't often get email from sue.sweitzer@gmail.com. [Learn why this is important](#)

Dear City Council,

As a residents who drives past the location in question almost daily, we are concerned about the development proposal on the east side of the city where the National Guard was to go on King County parcel number 132308-9020. We would very much like to see something developed in that area that will support the wildlife corridor currently there, the heavy use of the Middle Fork area for recreation and the safety and health of the students who attend the Middle School. The possibilities of what that might include do NOT include an Auto Mall.

Thank you for considering this opinion.

Susan Sweitzer and Hal Hamilton  
49930 SE Middlefork PL  
North Bend WA 98045  
425.888.0899

**Jennifer Bourlin**

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**From:** mthomas bangstick.net <mthomas@bangstick.net>  
**Sent:** Tuesday, September 10, 2024 12:40 PM  
**To:** David Miller  
**Cc:** Council; Mayor; Susie Oppedal  
**Subject:** Re: Special city council meeting 9/10 question

Mr Miller:

Thanks for the response. Council should take comment as represented in the special meeting notice.

The special notice continues to indicate comment will be taken 9/10. There were no changes to the agenda or actions listed in the public notice of the special meeting. What follows is with respect to the matter of the DA.

It is disturbing to learn of a potential change to the council vote 9/3 which set the vote to 10/1 in an open public meeting with all councilmembers present, commenting public, the developer, staff, at least two parties that commented at the 8/7 Planning Commission hearing, and perhaps others. Council, staff, and the developer were all consulted in setting the 10/1 date at the 9/3 meeting.

There is an issue regarding the "public hearing" characterization for the 9/3 meeting. The 9/3 meeting on the DA was not identified as a public hearing in the 9/3 packet action and agenda. The mayor did not introduce the item as a hearing so there was no hearing 9/3 to close on the DA.

NBMC 18.27.025 categorizes council approval or rejection as a "discretionary, legislative act" for DAs.

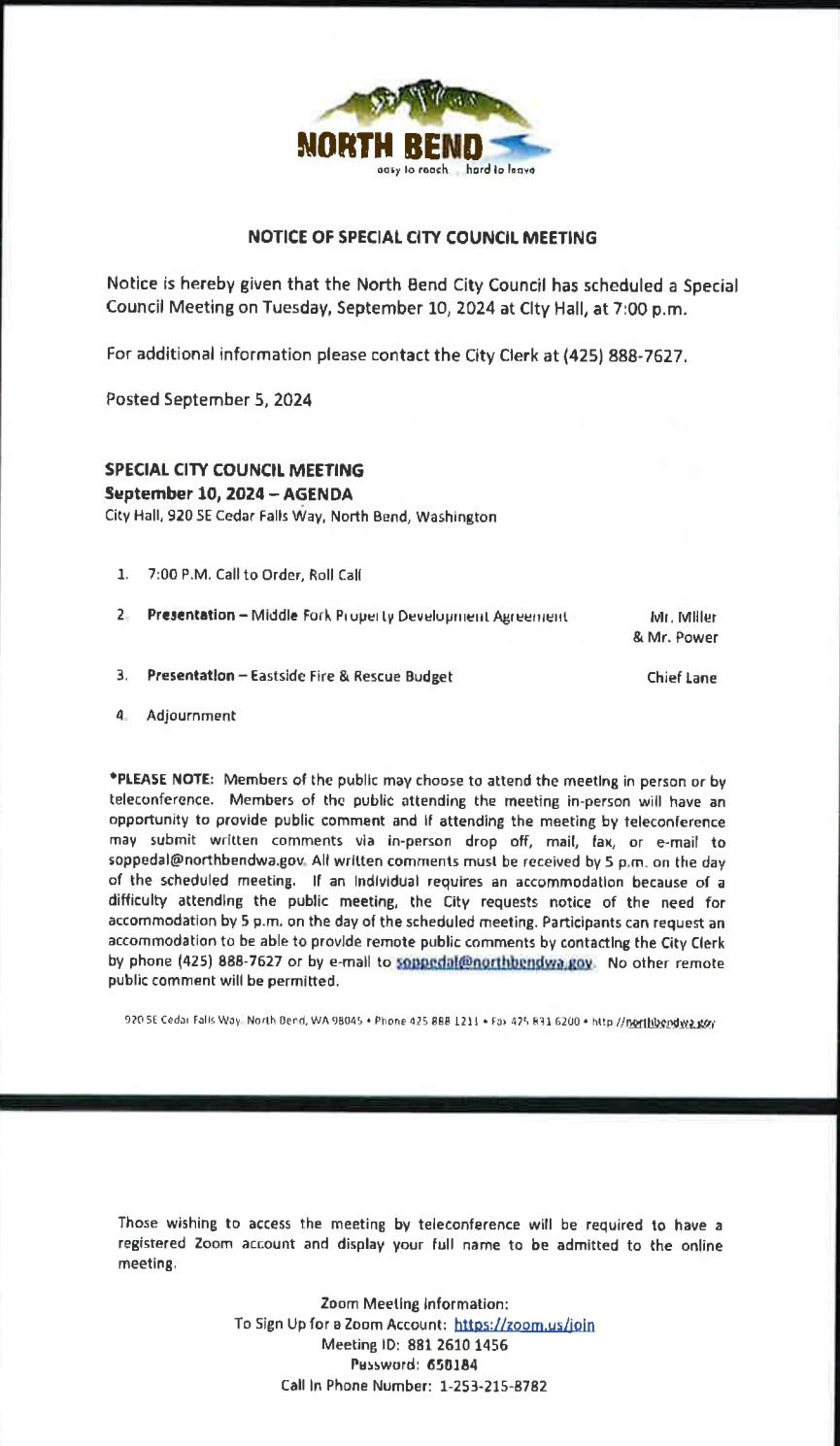
The lack of detail that is required to be part of a DA under NBMC 18.27.070 is evident.

The council discussion, public comments at the 9/3 meeting and 8/7 Planning Commission hearing indicate the lack of detail on the DA and other matters.

I welcome the developer explaining their intent more and staff to respond to key questions such as the amount or magnitude of the impact fee reductions on stormwater and traffic and relation to a point I raised that NBMC 17.38.040 part 10 allows for a 57% reduction in traffic impact fees. Another 50% reduction or credit appears to be enabled by the DA.

Michael Thomas

11:45



**NORTH BEND**  
easy to reach hard to leave

**NOTICE OF SPECIAL CITY COUNCIL MEETING**

Notice is hereby given that the North Bend City Council has scheduled a Special Council Meeting on Tuesday, September 10, 2024 at City Hall, at 7:00 p.m.

For additional information please contact the City Clerk at (425) 888-7627.

Posted September 5, 2024

**SPECIAL CITY COUNCIL MEETING**  
**September 10, 2024 – AGENDA**  
City Hall, 920 SE Cedar Falls Way, North Bend, Washington

1. 7:00 P.M. Call to Order, Roll Call

2. **Presentation – Middle Fork Property Development Agreement** Mr. Miller & Mr. Power

3. **Presentation – Eastside Fire & Rescue Budget** Chief Lane

4. Adjournment

**\*PLEASE NOTE:** Members of the public may choose to attend the meeting in person or by teleconference. Members of the public attending the meeting in-person will have an opportunity to provide public comment and if attending the meeting by teleconference may submit written comments via in-person drop off, mail, fax, or e-mail to soppedal@northbendwa.gov. All written comments must be received by 5 p.m. on the day of the scheduled meeting. If an individual requires an accommodation because of a difficulty attending the public meeting, the City requests notice of the need for accommodation by 5 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote public comments by contacting the City Clerk by phone (425) 888-7627 or by e-mail to [soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov). No other remote public comment will be permitted.

920 SE Cedar Falls Way, North Bend, WA 98045 • Phone 425 888 1211 • Fax 425 891 6200 • <http://northbendwa.gov>

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: 650184  
Call In Phone Number: 1-253-215-8782

On Sep 9, 2024, at 9:14 AM, David Miller <DMiller@northbendwa.gov> wrote:

Michael:

In response to your comment below. The public hearing on the Development Agreement has been closed. The Council listened for over two hours to testimony at the public hearing. It will not be opened again. The only action on this matter subject to comment is the vote on changing the date for the final vote on the DA, which is to be moved at council request, from October 1 to September 17.

David Miller, AICP  
City Administrator  
425.888.7626

**From:** mthomas bangstick.net <mthomas@bangstick.net>  
**Sent:** Friday, September 6, 2024 6:36 PM  
**To:** Council <COUNCIL@northbendwa.gov>; Mayor <mayor@northbendwa.gov>  
**Cc:** Susie Oppedal <SOPPEDAL@NORTHBENDWA.GOV>  
**Subject:** Special city council meeting 9/10 question

Dear Council and Mayor:

I noted that the result of the 9/3 meeting on the Middlefork Development DA was to table until October 1 and with an ask to schedule a workstudy.

I note the special city council meeting which covers two topics both of which are apt to have high citizen interest. The agenda has Presentations listed and no other matters.

Will the public be able to comment on both matters Sept 10?

Workstudies do not typically allow for citizen participation and special council meetings are rare. I view that the change to a special meeting presents an opportunity for the council to understand citizen concerns on both matters in advance of actions on both the budget and the DA.

Please enter this into the record regarding the 9/10/24 special meeting.

Michael Thomas

**Jennifer Bourlin**

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**From:** mthomas bangstick.net <mthomas@bangstick.net>  
**Sent:** Tuesday, September 10, 2024 1:58 PM  
**To:** Susie Oppedal; Council  
**Cc:** Mayor; David Miller  
**Subject:** Comments for 9/10 Special Council Meeting and Ask of Council for 9/10 Meeting

Below are comments for the record for tonights 9/10 council meeting and asks of council given council may elect to ask questions:

With regard to the first item and as the public is generally disallowed to question staff directly if council could ask staff including the city attorney if more appropriate (question 1 was substantially framed at the 9/3 meeting):

1. Does NBMC 17.38.040 part 10 entitle the developer to a 57% reduction in traffic impact fees in addition to the credit posed in the DA?

2. Does the DA as presently framed spell out the conditions of approval in NBMC 18.27.070 parts A thru F and H and I?

With regard to the second item and similarly if council would ask:

1. Can Eastside Fire and Rescue explain more about what appears from the 9/3 budget hearing to be a large increase in costs and beyond inflation? Is there data about the number of service calls for fire and/or EMS in the city? What of changes to labor costs? Are there increases attributed to major capital expenditures such as replacement or addition of ambulances, fire engines (trucks), and/or buildings (major repairs, new stations or additions to existing stations) expected or allocated by Eastside Fire and Rescue?

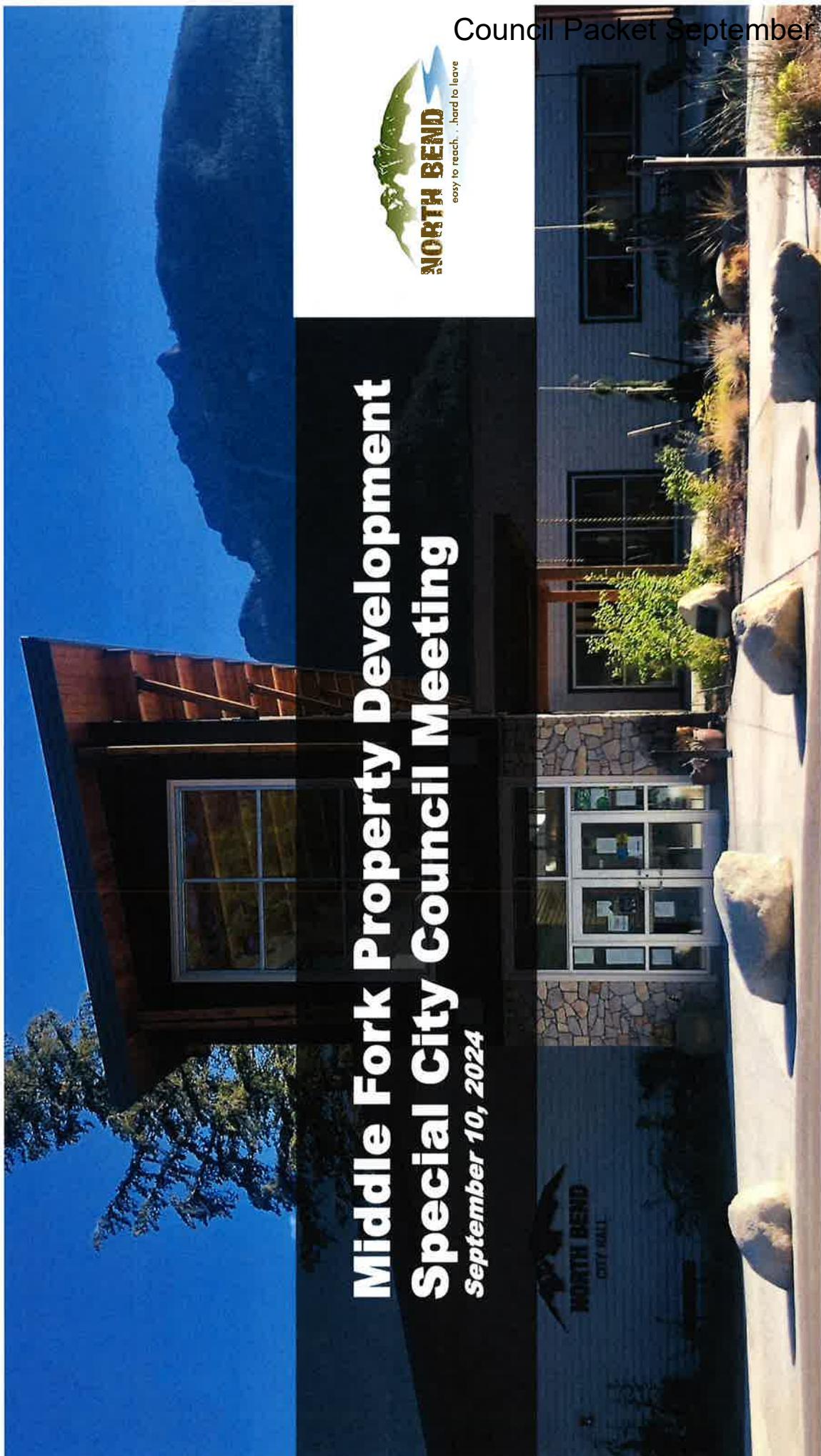
Thanks

Michael Thomas  
1231 LaForest



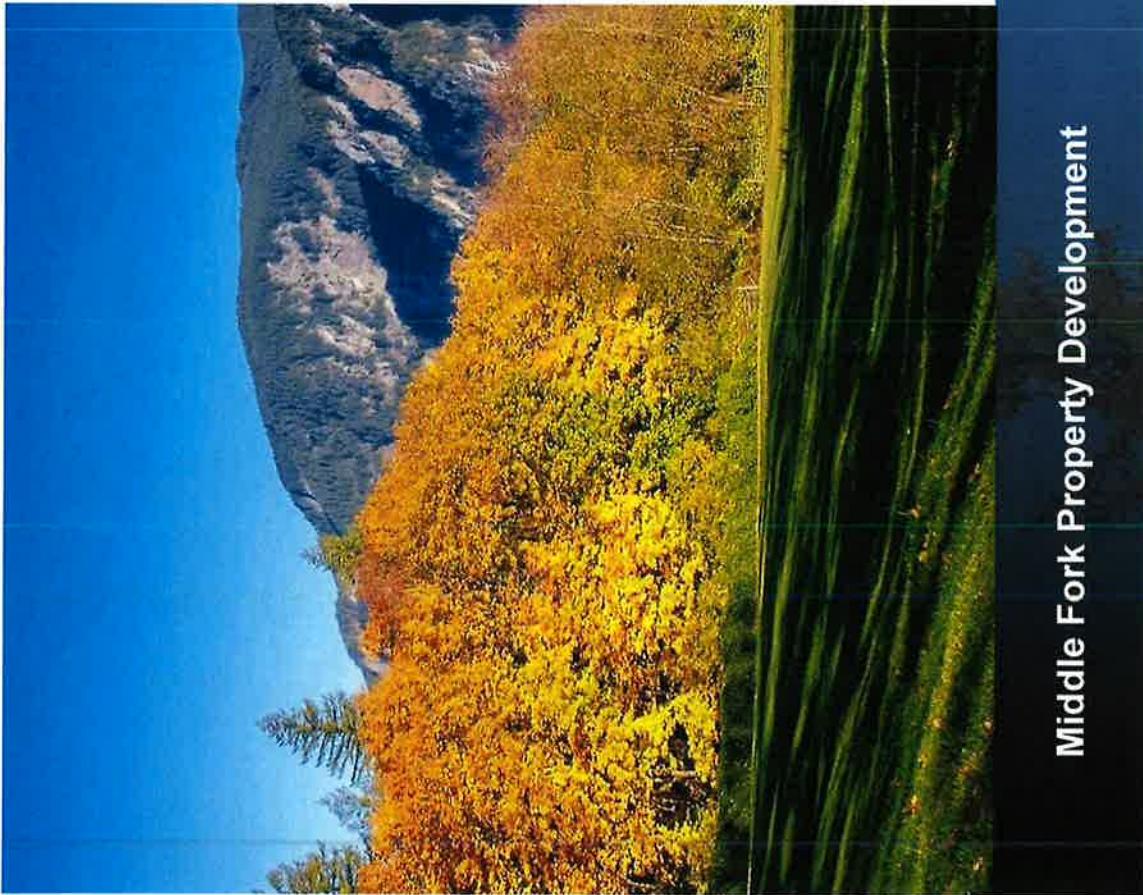
# Middle Fork Property Development Special City Council Meeting

September 10, 2024





- **Overview**
  - Community & Economic Development Priorities & Risks
- **Purpose and Benefits of a Master Plan**
  - Master Planning Uses and Benefits
  - North Bend Code to Promote a Well-Planned Project
- **Role of Economic Development to Support Development**
  - Active Projects to Support East North Bend Development
- **East North Bend Development Agreement**
  - Development Agreement Overview
- **Questions**

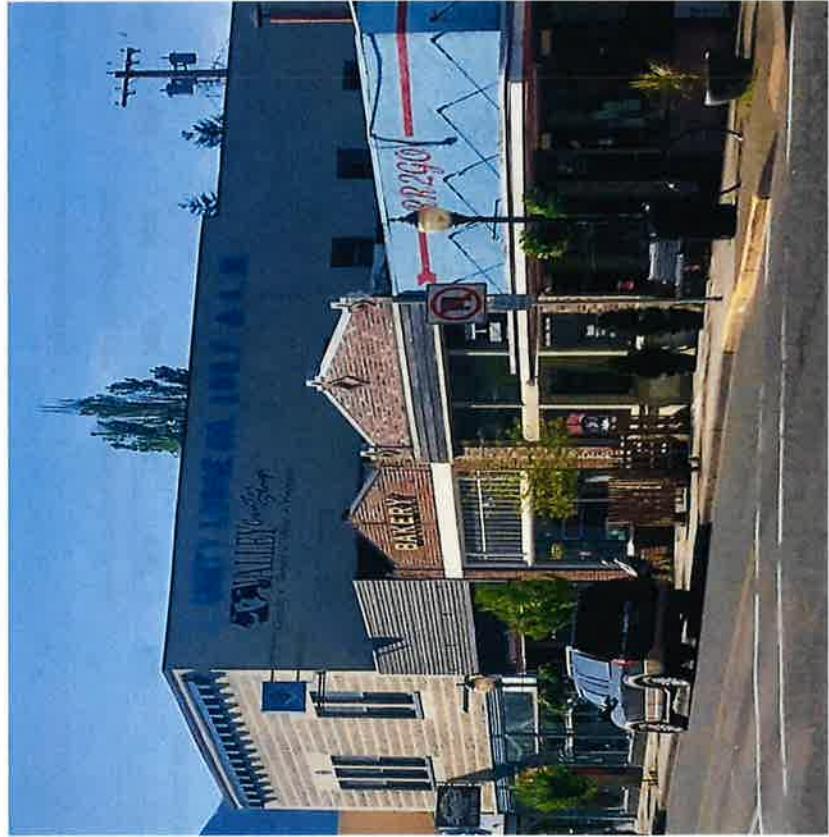


Middle Fork Property Development

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## Community & Economic Development Priorities



### Economic Development Action Plan

Promote fiscal sustainability  
Capture \$1.4B in retail sales  
Redevelop Truck Town

### 2023 Community Survey

Economic Development was the  
#1 need  
60% support commercial growth  
in East North Bend

### City Council Strategic Plan

Prioritize park improvements,  
complete streets, and  
economic development

### Fiscal Sustainability Study

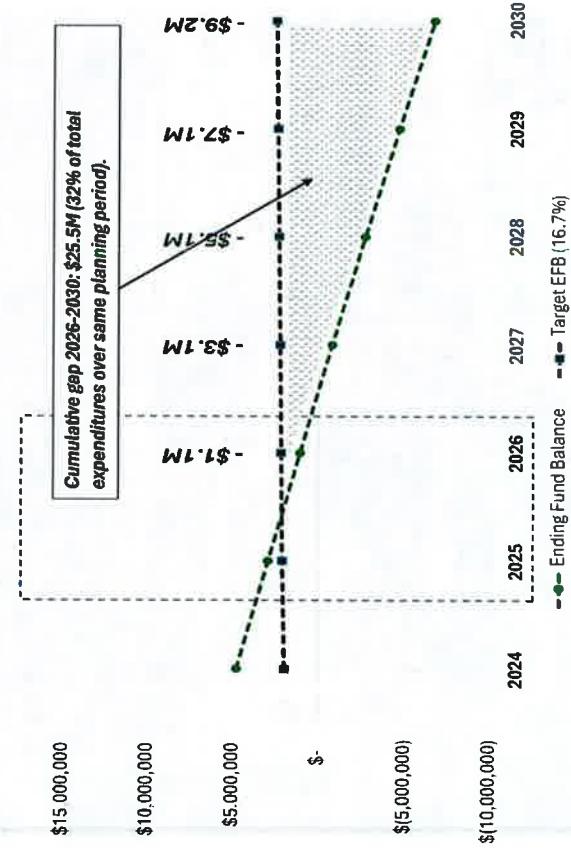
West and East North Bend  
prioritized as development sites  
Establish a TIF for development  
and infrastructure

## Community & Economic Development Risks

### General Fund Financial Gap (S1)

General Fund Financial Forecast

\$20,000,000



Target fund balance set at 16.70% (2 months of operating expenses)

North Bend faces a fiscal deficit beginning in 2026 that without economic growth could lead to:

- **Reduction** in city operations and essential services.
- **Delay or suspension** of new projects and council priorities such as parks, roads, and infrastructure.
- **Growing** tax burden on businesses and residents.
- **Elimination** of staff positions that would impact city operations and future hiring.

### Middle Fork Property Development

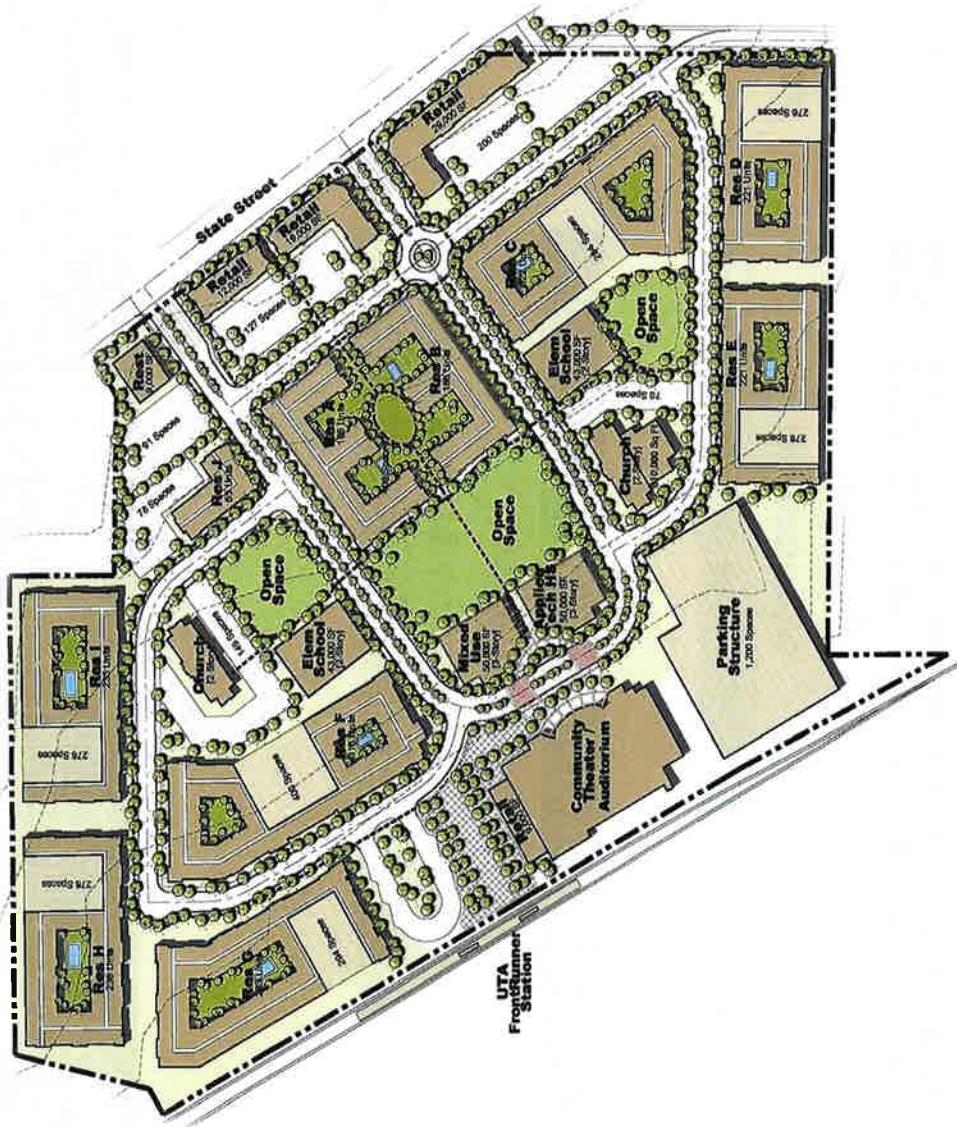
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## Master Plan Benefits

- **Encourages** and fosters creative and innovative planning practices that will result in well-designed, efficient and functional planned developments.
- **Promotes** more economical and efficient use of the land.
- **Provides** a variety of choices, business opportunities, high level of amenities, and is consistent with the goals and policies of the comprehensive plan.



Middle Fork Property Development

# North Bend Code to Promote a Well-Planned Project



## Allowable Uses in Employment Park-2 (EP-2) Zoning

Office	Warehouse
Distribution	Manufacturing
Industrial	Research & Development

**Code Requirements:** Accommodate a well-coordinated mix of employment generating uses, while acting as a gateway to the Middle Fork Road recreational area.

- **Hold** a public meeting to gather input.

- **Submit** a detailed transportation system study, analysis of existing infrastructure capacity and proposed improvements, and proposed uses and size.

## Retail Sales Allowed in EP-2 Zoning

Indoor Recreation	Restaurants
Hardware Store	Nursery & Garden Supply
Vehicle Sales & Service	Hospital/Medical Office

A master plan is vested for five years to encourage development consistent with approval.

## Middle Fork Property Development



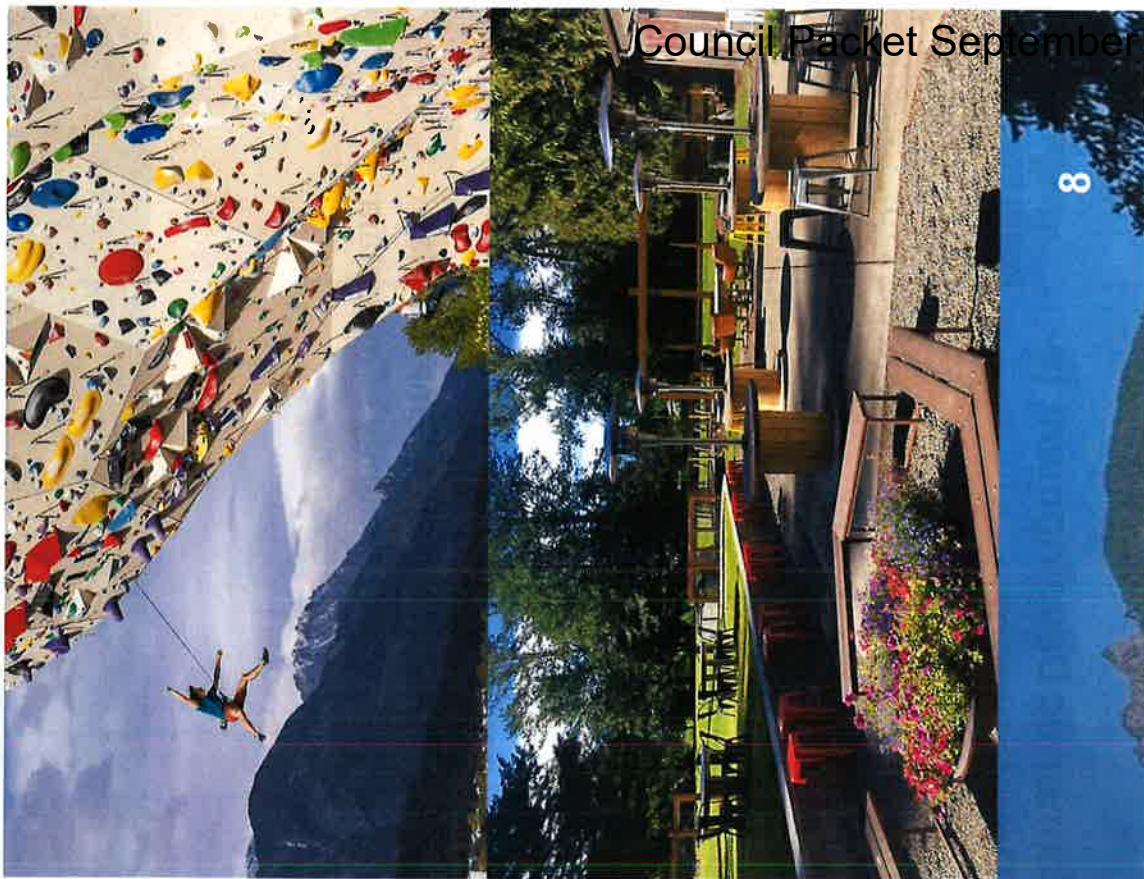
## Role of Economic Development to Support Development

Economic Development works with developers to:

- **Reduce** risk to support development.
- **Streamline** processes and procedures to help businesses operate.
- **Encourage** well-planned development that meets the community's priorities.
- **Identify** businesses that support fiscal sustainability goals.
- **Recruit** businesses that match the master plan vision and support the community's "mountain town" brand.



Middle Fork Property Development



## Active Projects to Support East North Bend Development

Economic Development has 50 active leads some of which could support development in East North Bend that generates revenue for the city and meets community needs.

- **Project Belay:** Climbing gym, mountain training center, and community space.
- **Project Tractor:** Farm supplier and retailer.
- **Project Burgundy:** Wine wholesaler and distributor.
- **Project Textile:** International medical device company.
- **Project Athens:** Distillery manufacturer
- **Project Cricket:** Indoor sport and recreation opportunity.
- **Project Fashion:** Outdoor apparel manufacturer.
- **Other:** restaurants, retailers and hoteliers.

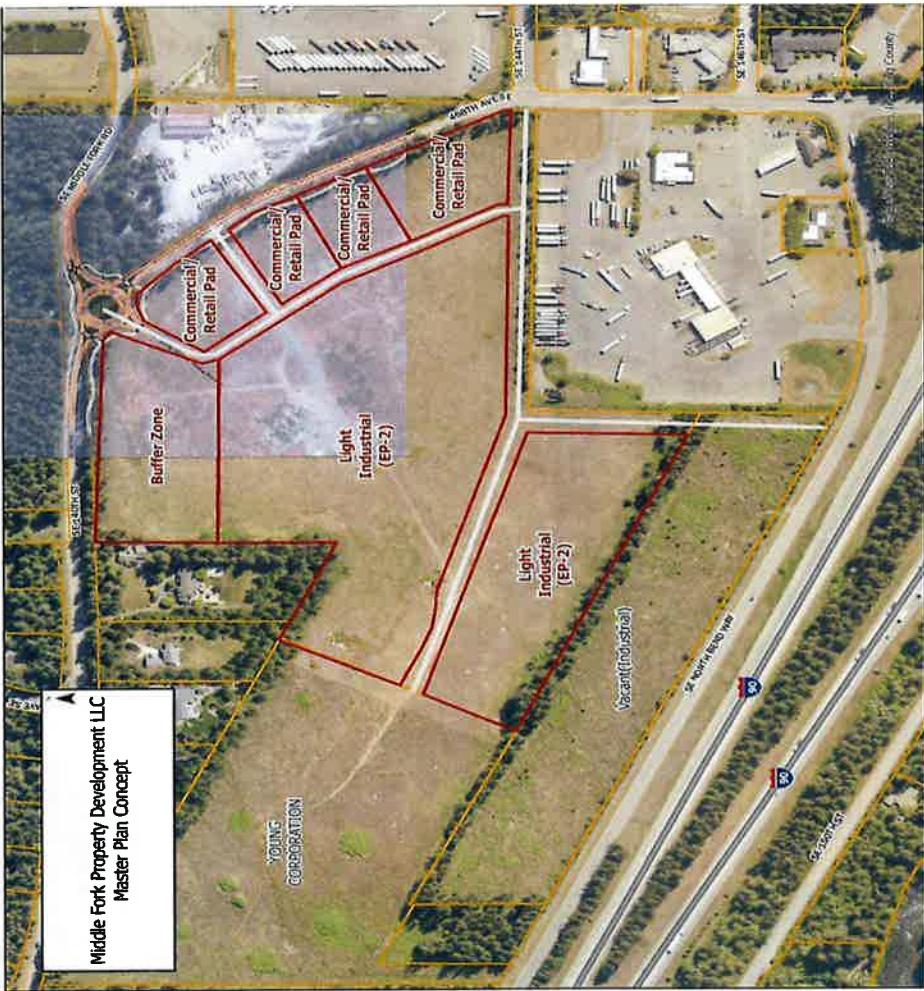
Middle Fork Property Development

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## East North Bend Development Agreement

- **Reduces** risk to develop the property.
  - 50% reduction in traffic and stormwater impact fees.
  - Allows the City of North Bend or Sallal Water Association to provide water to the site.
  - **Encourages** development to promote fiscal sustainability and meet community needs.
  - Master Plan for the property must be submitted within six months.
  - Building permit must be submitted within two years.



# Middle Fork Property Development

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## Questions