



CITY COUNCIL MEETING*

May 20, 2025 – Agenda

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

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

CONSENT AGENDA:

		Pg.#
1) Minutes	City Council Workstudy of April 22, 2025 & City Council Meeting of May 6, 2025	1
2) Payroll	May 5, 2025 – 77160 through 77166, in the amount of \$397,818.29	
3) Checks	May 20, 2025 – 77167 through 77228, in the amount of \$454,291.25	
4) AB25-045	Ordinance – Adopting NBMC 10.04.080 Rules of the Road	Mr. Larson 15

AUDIENCE PARTICIPATION: (Please restrict comments to 3 minutes)

COMMISSION AND COMMITTEE REPORTS:

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

EXECUTIVE SESSION: To discuss potential litigation, pursuant to RCW 42.30.110(1)(i)

MAIN AGENDA:

5) AB25-046	Public Hearing, Resolution – Adopting Six Year TIP 2026-2031	Mr. DeBerg	19
6) AB25-047	Ordinance – Amending Taxes, Rates & Fees Schedule and NBMC 15.31.050 RE Fire Permit Fees	Mr. Mercer	37
7) AB25-048	Resolution – Approving Development Agreement with PJO NW Development, LLC	Ms. Burrell	43
8) AB25-049	Motion – 18 Month Notice of Termination of ILA with Snoqualmie for Police Services	Mr. Larson	69
9) AB25-050	Motion – Authorizing ILA with KCSO for Police Services	Mr. Larson	105
10) AB25-051	Motion – Authorizing Amendment to Interim City Administrator Employment Contract	Mayor Miller	163

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

EXECUTIVE SESSION: To discuss qualifications of an applicant for public employment, pursuant to RCW 42.30.110(1)(g)

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 Clerks@northbendwa.gov. All written comments must be received by 5 p.m. on the day of the scheduled meeting and may not exceed 350 words. If an individual requires accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request accommodation to be able to provide a remote oral comment by contacting the City Clerk's Office in person, by phone (425) 888-1211 or by email: Clerks@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: 409 007 2718

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

DRAFT

CITY OF NORTH BEND
CITY COUNCIL WORKSTUDY NOTES

April 22, 2025

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

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

Councilmembers Present: Brenden Elwood, Alan Gothelf, Mark Joselyn (Remote), Heather Koellen, Christina Rustik, Suzan Torguson (Remote) and Errol Tremolada.

Staff Present: Mayor Mary Miller, Interim City Administrator Bob Larson (remote), Deputy City Administrator/Public Works Director Mark Rigos, Community & Economic Development Director James Henderson, Finance Director Martin Chaw, Administrative Services Director Lisa Escobar, IT Manager Phillip Davenport, Senior Planner Jamie Burrell and Deputy City Clerk Jennifer Bourlin.

PJO NW Development Agreement for Mountain View Townhomes

Community and Economic Development Director Henderson presented an overview about the Mountain View Townhome and Commercial Project that was pulled from the agenda at the April 1, 2025 City Council meeting. PJO NW Development, LLC ("PJO") requested the following zoning deviation:

- Allowance for first floor residential: Per NBMC 18.10.030 1.54P, only upper floor residential was allowed in the NMU zone. The applicant proposed to construct 8,000 square feet of commercial space along SE North Bend Way and up to 65 townhome units behind with residential units on the ground floor.

Project Applicant Phillip O'Sullivan, CEO/Principal of PJO Holdings was present to answer questions.

Council, staff and Mr. O'Sullivan from PJO discussed the following:

- Proposed project is 4.2 acres that included 4 parcels 102308-9057, -9052, -9032 and -9049
- The western end of the project is bordered by The Meadows and the eastern edge is bordered by Smitty's Towing and the Mt Si Memorial Cemetery
- Properties for the project are zoned Neighborhood Mixed Use, Permitted Uses
- Proposed Project included Mixed Use Commercial/Residential, 8,000 square feet of commercial space along North Bend Way and up to 65 Townhome units on the ground floor
- Project Benefits included Fiscal Sustainability, Tax Increment Financing, Complete Streets with new frontage improvements along North Bend Way, Catalytic Development and Supported Council Priorities to bring Middle Income Housing to the community

DRAFT

Mr. Henderson concluded by noting the proposed agreement was recommended by the Planning Commission on February 19, 2025 and staff recommended Council consideration on May 20, 2025.

Police Services Request for Proposal Scored Results Presentation

Finance Director Chaw provided an updated presentation on the Police Services Request for Proposals scored results which included scoring summary by component, the averaged final score for City of Snoqualmie (121.25) and King County Sheriff's Office (117.30), non-scored items, proposal recaps and cost comparisons per officer with both agencies. Mr. Chaw reviewed a memo regarding follow up questions posed from Council and staff and a draft Agenda Bill that was planned to be brought forward to the May 6, 2025 City Council meeting.

Acting Mayor Pro Tem Rustik recessed the Council Workstudy for an Executive Session at 8:59 p.m. to review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs, pursuant to RCW.42.30.110(1)(d). No action was anticipated as a result of the Executive Session, which was expected to last fifteen minutes.

At 9:15 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional fifteen minutes.

Adjournment

The Workstudy closed at 9:31 p.m.

ATTEST:

Christina Rustik, Acting Mayor Pro Tem

Jennifer Bourlin, Deputy City Clerk

DRAFT

NORTH BEND CITY COUNCIL MINUTES

May 6, 2025

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

CALL TO ORDER, ROLL CALL:

Mayor Miller called the regular meeting to order at 7:01 p.m.

Councilmembers Present: Elwood, Gothelf, Joselyn, Koellen, Rustik, Torguson and Tremolada.

CONSENT AGENDA:

Minutes – Special Council Workstudy of April 8, 2025 & City Council Meeting of April 15, 2025

Payroll – April 18, 2025 – 77087 through 77089, in the amount of **\$313,921.32**

Checks – May 6, 2025 – 77090 through 77159, in the amount of **\$977,405.71**

AB25-038 – Resolution 2146 Authorizing ILA RE Snoqualmie & South Fork Watersheds

AB25-039 – Resolution 2147 Awarding Contract for Bridge 1135-3 & 1135-4 Repairs

AB25-040 – Motion Authorizing Supplement No. 2 to Parametrix Contract for Bridge 1135-3

AB25-041 – Motion Authorizing Contract with Parametrix for Bridge 1135-4 Inspection Services

AB25-042 – Resolution 2148 Awarding Contract for Dahlgren RRFB Crossing Project

Councilmember Gothelf **MOVED**, seconded by Councilmember Joselyn to approve the consent agenda as presented. The motion **PASSED** 7-0.

AUDIENCE PARTICIPATION:

Kate Leen, North Bend Resident, on behalf of Valley Pool Together, noted May was National Water Safety Month. She provided statistics on drownings, details on the Water Watcher program and Valley Pool Together Water Watcher badges, and local ads and social media posts regarding water competency.

Debra Landers, North Bend Art & Industry, encouraged all to attend the June 21st Art Off the Rails event at William H. Taylor Park and reported that the weekly Teen Makers Meetup event has increased in popularity with local youth.

The following individuals spoke regarding AB25-044 – Motion Authorizing Negotiation of ILA for Police Services:

Mayor Katherine Ross, City of Snoqualmie

Kelly Coughlin, Chief Executive Officer of SnoValley Chamber of Commerce

DRAFT

Rob Wotton, Umpqua Bank Manager
Brian Holloway, Mayor Pro Tem, City of Snoqualmie
Jeri Taylor-Swade, unincorporated North Bend
Robyn Balcom, North Bend resident
Cat Cotton, Councilmember, City of Snoqualmie
Jonathan Pearlstein, North Bend resident
Brian Davis, North Bend resident
Jolyon Johnson, Councilmember, City of Snoqualmie
Michele Catoire, unincorporated North Bend
Ethan Benson, Councilmember, City of Snoqualmie

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Proclamation – Wildfire Awareness Month

Audio: 43:06

Mayor Miller read a proclamation declaring May 2025 as Wildfire Awareness Month in the City of North Bend. Eastside Fire and Rescue's Wildfire Mitigation Specialist and Emergency Coordinator, Cat Robinson and Deputy Fire Chief Will Aho were on hand to accept the proclamation.

Presentation – North Bend Downtown Foundation

Audio: 45:25

Jessica Self, North Bend Downtown Foundation Executive Director and Brian Davis, North Bend Downtown Foundation President, provided an update on the Foundation which included the following: purpose of the organization, Washington State Main Street Program and accreditation status, four-point approach for Main Street Programs, focus of the Economic Vitality & Outreach, Design and Promotions Committees, upcoming community events, collaborating organizations and City contract deliverables.

State of the City Address – Mayor Miller

Audio: 1:15:39

Mayor Miller delivered the following State of the City of North Bend 2025 Address:

“Council, thank you for this opportunity to share with you, our residents, business owners and staff, the North Bend State of the City in 2025.

Tonight, I reflect on annual accomplishments and forward-looking, 2025 goals that focus on our community’s shared vision of ensuring North Bend remains a highly livable small city that is both easy to reach, and hard to leave.

Many of you know that my history in our mountain town began 34 years ago, as a new resident and photographer. Long before I joined the Planning Commission, the Downtown Foundation, the Snoqualmie Valley Museum; long before I was elected as your councilmember, and before I was elected as your mayor, I was a local photographer. Seeing

DRAFT

North Bend through my camera lens provided me with a real candid view of our community, one that is rooted in culture, resilience, empathy and connection.

As we continue forward into this year, let us trust in these themes.

Fiscal Sustainability: In February we convened for our annual council retreat, time set aside for deep connection, grounded communication and always, an opportunity to lay the groundwork for the year ahead. Together, we set ambitious goals with a focus on increasing the city's financial sustainability and furthering our work toward determining the best course of action for police services.

In December, the Council approved our city's 2025-2026 Biennial Budget. The Budget Book serves an important role, reflecting projects that nourish our community, while also exploring strategies to increase general fund revenues.

This last year, we prepared a 2025 – 2030 financial forecast that will help us to identify long-term opportunities and challenges. The forecast incorporates the city's largest areas of expenses, including:

- General Fund
- Capital Improvements program
- Utility funds

Coupled with the completion of the city's 20-year Fiscal Sustainability study, I am confident the city has a healthy and robust set of tools that will help us to identify strategies for long-term economic development and fiscal sustainability. The departments of Finance and Community and Economic Development worked together with the Council to ensure the completion of this strategic study.

The Council recognizes the city's tradition of fiscal conservatism is critical in keeping operations sustainable now, well into the future.

In small city government working closely with our teams is how we achieve success for the betterment of the collective whole. This year, the departments of Finance and Public Works will complete a 2025 Water, Sewer and Stormwater Utility Rates Study, important to ensuring that our utilities fees are both fair and accurate.

The departments of Finance and Community and Economic Development are working on a Tax Increment Area District Formation study. Once complete, the TIA will give us tools to help promote development and redevelopment in specific areas, which, in turn, allows the city to capture incremental property tax, an essential form of revenue that will ensure city services remain operational.

DRAFT

Customer Service and Citizen Engagement: Being accessible to our public is an essential part of city operations. Together, we have made a variety of changes at City Hall that we think you will appreciate.

This winter, Council Chambers underwent a massive technological upgrade. Expect seamless presentations and improved sound, both in person and as a virtual participant.

In December, David Miller retired as City Administrator after seven years of public service with North Bend. We selected Bob Larson as Interim City Administrator. His strong background in municipal finance, community partnerships, economic and organizational development have been welcome skillsets to the city. We are currently working with GMP Consultants to find our next city administrator. The city will miss Bob's expertise and the time and care he invests in our staff and the Council.

This year we hosted our third North Bend Citizens Academy, an eight-week course that provides an in-depth look into city operations. The Council and I were honored to present 20 residents with certificates at the April 1st City Council meeting. The success of this program is a testament to the good work of building bridges in our community, of opening new pathways to civic engagement! The Citizens Academy will return in February 2026.

Planning for our future: The City's Comprehensive Plan, our 20-year guide for land use and community growth, went through a required 10-year periodic update last year, and in December, the Council approved the update. The process involved an immense amount of work by Community and Economic Development Department staff, commissioners and councilmembers.

This plan is required by the Growth Management Act and county-wide planning policies. It builds on literally decades of planning work. In March, the city received the Puget Sound Regional Council's draft certification review and report, and in May, the city received the formal PSRC certification letter! Certification by PSRC opens eligibility for many important infrastructure grants.

Infrastructure and Transportation: Our commitment to maintaining North Bend's small-town character while enhancing your quality-of-life shines through all city projects. One of the ways we do this is by investing in critical infrastructure.

In June, we celebrated the completion of Phase 2 of the city's largest ever capital project, Wastewater Treatment Plant High Priority Improvements. This critically important infrastructure investment supports the health and well-being of residents, city staff, and our environment. It also offers additional capacity, such as for the Meadowbrook Sewer Utility Local Improvement District, a ULID that will expand public sewer throughout the western portion of the City.

Approximately 80 percent of residents are connected to public sewer, with about 20 percent remaining on private septic. Public sewer in the western portion of the city will

DRAFT

provide property owners with development opportunities that better align with zoned uses, promoting a robust commercial sales tax base.

In April, staff led residents on a tour of our newly enhanced treatment plant. We look forward to more tours this summer and fall.

And, later this year, I expect to see movement as we get closer to installation and connection of the Meadowbrook Sewer ULID pipe, which is scheduled to be completed in 2026.

You've likely heard talk about local water: where it comes from, who provides it, and its conservation. This year is an exciting time for North Bend as we continue to improve our use of this finite resource.

Both the City and our other local water purveyor, Sallal Water Association, are in the process of constructing two water interties. We anticipate that both interties will be ready to share water by the end of 2025, allowing for mutual support in emergencies and providing everyone with the ability to supply water to all property owners in their service areas.

Local transportation is another essential form of infrastructure. The city continues to make huge strides in improving universal accessibility throughout North Bend in a variety of ways, including, in 2024:

- Three new Rapid Rectangular Flashing Beacon crosswalks
- Cedar Falls Way and Ballarat Avenue overlay projects

Since 2021, the Council has budgeted for a series of ongoing pedestrian transportation projects called the Sidewalk Gap Removal Program. With improved connectivity, beautification and a safer streetscape in mind, we have evaluated our local sidewalks, identifying the highest needs for repair and connection where missing sidewalk segments exist. In 2024, we removed sidewalk gaps throughout four streets in town. This year, the City will tackle four more sidewalk gaps.

Parks and Trails: Integral to our healthy community are safe, accessible parks and open spaces, a place where you can picnic with friends, watch your kids play, and if you are anything like me, walk your dog while taking in some picturesque North Bend alpenglow.

Last summer, the community celebrated the official opening of two city parks: Dahlgren Family Park and Tennant Trailhead Park. Both parks offer unique amenities, and importantly, they share the Snoqualmie Indian Tribe's deep history and profound connection to this land with art and historical and educational interpretive signage. I hope you have had a chance to play pickleball, enjoy the new covered picnic space and play structures, and take in the view at Dahlgren. And, if you enjoy walking or mountain biking, I am sure you have discovered all that Tennant Trailhead Park has to offer!

DRAFT

These parks wouldn't be possible without community collaboration. Weaving local civic engagement into the important work of connecting with neighboring cities, other public agencies, the Snoqualmie Indian Tribe and nonprofit organizations are what makes this possible.

In that vein, a healthy combination of neighborly collaboration between North Bend and the City of Snoqualmie is helping to enhance the care and maintenance of Meadowbrook Farm Park with an interlocal agreement. ILAs allow us to combine resources, increasing efficiency, bringing services to smaller communities like North Bend, and sharing costs.

The land on which Meadowbrook Farm Park now exists was originally maintained for thousands of years by the Snoqualmie Indian Tribe as a hunting and food-growing prairie. Today, Meadowbrook Farm Park is jointly owned by both cities, and operations have transitioned from the Meadowbrook Farm Preservation Association to Si View Metropolitan Park District. The newly established Meadowbrook Farm Advisory Board now serves to make recommendations for the property to both cities and Si View, and the Meadowbrook Farm Preservation Association provides for educational and interpretive activities and programs on the property.

In February, many of you joined the Public Works Department and project partners for the Ballarat Plaza Workshop. We shared ideas and gathered your feedback on a concept that could quite literally transform a small section of Ballarat Avenue roadway into a landscaped plaza area, with seating, a water feature, a community stage and a built-in telescope. Staff and the city's consultant, Site Workshop, are applying your feedback to design concepts. Construction may begin between October 2025 and January 2026.

Equally important to our parks are well planned trails and river access. They connect us with one another and guide us through nature, while also discouraging use of environmentally sensitive critical natural areas and trespassing onto private property. What began in 2024 through a grant by the Department of Ecology, the Shoreline Access and Trail Plan will provide recommendations for potential future access points and trails. Our goal is to enhance recreation opportunities while protecting the shoreline from recreational use impacts. In February, over 100 community members showed up to listen, talk and connect.

We take your feedback seriously. The Community and Economic Development Department and the city's consultant, Facet, collected your feedback, presented it to the Community and Economic Development Committee in March, and are working on updated plans.

Local engagement of this magnitude is what healthy communities are made of! Your interest and care foster balanced insight, and it really helps to ensure responsive and accountable governance. Thank you for this.

DRAFT

Public Works plans will also progress this year on the State Route 202 Shared Use Trail Project. The project will increase connectivity, with a pedestrian bridge crossing the South Fork Snoqualmie River, and gravel trails connecting you to Tollgate Farm Park.

In addition to trails, the Community and Economic Development Department is in the initial stages of creating a Bicycle Mobility Plan. Once complete, the plan will make it easier to incorporate a more robust cycling program into future capital improvements. Expect outreach this year with invitations to share your ideas.

Community Development: Now, as we continue, let us pause for a moment, to think about *each other*.

I have known many of you for years – decades, even.

I have photographed pivotal life moments, family of all sorts, local infrastructure, transportation projects, community events and birds eye views of our valley from 8,000 feet up. Of all the history and perspectives I have documented, there is one overarching theme that always manages to filter its way up.

It is one of fellowship.

This very deep and very strong small-town sense of care for one another is what I believe keeps us connected, and it shows itself in many ways, be it through service at the Snoqualmie Valley Foodbank, Reclaim, Friends of the North Bend Library, the Mt. Si Senior Center, cleaning up our local trails with Friends of the Trail, through work at Encompass or our local libraries.

There are so many ways we are in fellowship with one another. And believe me, the Council and I listen when you tell us that the need for more services and public space is ever present. We are always looking for ways to help.

In 2024, we asked for resident feedback on ideas for a key downtown property. You have likely driven past 302 W North Bend Way countless times. Located on the corner of North Bend Way and Sydney Avenue, you see a 1,400 square foot building surrounded by asphalt. What was, before 2021, a gas station and convenience store, today is a vacant lot with potentially contaminated soil.

So, if we were able to remediate possibly contaminated soil and redevelop this lot into something that could benefit downtown and the community, what would you suggest?

With over 740 responses, we see that you see the potential for something involving community connection. Staff are working with the Washington State Department of Ecology to understand the site's cleanup needs. We hope to transform the site through a combination of sustainable urban development and environmental quality, while

DRAFT

incorporating redevelopment that benefits you and enhances our downtown's unique, cherished identity.

And, I said it when we met last year...I will say it again: We are not a complete community unless we all can afford to live here. North Bend must be a city where working people can work, raise a family, and eventually retire.

230 Main Avenue, a property downtown, was purchased by the city in 2022 for this very purpose. It will provide affordable rental homes for families making no more than 60 percent of King County median income. This year, the 230 Main Advisory Committee recommended the developer, Related NW, to move forward with the project. Staff are working with Related NW to negotiate a development agreement.

New Business: With Council direction and support, staff has also worked toward focusing resources on bringing new businesses to the city that are of value to our residents and thus working to uphold our live and play where you work philosophy, companies that represent industries in retail, manufacturing, IT, Biosciences, and human services organizations, thanks to lead generation from the Community and Economic Development Department and organizations such as the SnoValley Chamber and Greater Seattle Partners.

I am excited to share that I will be joining Community and Economic Development staff for the ICSC Convention in May, where we will have the unique chance to engage with a wide array of businesses in search of a home; businesses that will benefit our community.

What does this mean for North Bend? If an organization proves to be the right fit for our community both in services, employment and design, we may see new business neighbors in the coming year.

Public Safety: Public safety continues to be a top priority for the city. In fact, well over half of general fund revenues are spent on police and fire services, with North Bend's contract for policing services currently representing the city's single largest expenditure.

The City of North Bend has contracted with the City of Snoqualmie for law enforcement and police services since September of 2012, and the time has arrived to review and move forward with a fresh contract or another plan. This past year, we have led discussions about police services while evaluating all provider options, including:

- continuing to contract with the City of Snoqualmie
- forming North Bend's own police department
- or contracting with the King County Sheriff's Office

Long-term financial sustainability and maintaining public safety and other city services are essential components of our healthy community. We are confident that an informed, well-researched decision is what is best for North Bend.

DRAFT

Another significant part of public safety is emergency management support. Beginning in 2024, we increased our work in this area. Staff participated in a tabletop exercise this year that included working with local and regional agencies during a simulated emergency event. Together, we identified roles, increased collaboration and located areas that need more work.

Last summer we co-hosted a series of community workshops that focused on wildfire mitigation with Eastside Fire and Rescue and King County Emergency Management. Look for more outreach events this year! As we all know, a big part of community preparedness begins at home, and it should be reinforced by support from your local government.

Please stop by City Hall any weekday! Whether you want to talk about emergency preparedness, permits, have questions about your utilities bill, or just want a quiet place to sit in our public hall, our doors are open, and we are here to help. I enjoy connecting with all our residents, and I want to meet you where you're at. City Hall is a public space. I encourage you to use it, appreciate it and care for it as much as I do.

In closing, thank you for the opportunity to reflect on this past year while also looking ahead as we continue with positive momentum through 2025. Together, let us continue the good work of fellowship and connection, always with the goal of supporting and enhancing our uniquely beautiful, highly livable North Bend and Snoqualmie Valley."

INTRODUCTIONS:

AB25-043 – Ordinance 1827 Amending NBMC Title 14 Relating to Environmental Protection & Critical Area Map Series

Audio: 1:35:07

Senior Planner Burrell provided the staff report.

Councilmember Elwood **MOVED**, seconded by Councilmember Joselyn to approve AB25-043, an ordinance amending certain sections of North Bend Municipal Code Title 14 relating to environmental protection and the City's Critical Area Map Series, as a first and final reading. The motion **PASSED** 6-1 (Torguson).

AB25-044 – Motion Authorizing ILA for Police Services

Audio: 1:44:40

Interim City Administrator Larson provided the staff report.

Councilmember Gothelf **MOVED**, seconded by Councilmember Joselyn to approve AB25-044, authorizing the Mayor to negotiate an Interlocal Agreement with King County Sheriff's Office for the provision of police services. The motion **PASSED** 7-0.

DRAFT

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmembers spoke regarding the extensive process the City went through regarding police services and thanked staff for their efforts on the issue. Additionally, they thanked fellow Councilmembers for their efforts and research to facilitate tonight's decision and noted they appreciated the public comment provided by community members.

Councilmember Joselyn thanked the North Bend Downtown Foundation for their report provided at tonight's meeting and noted on May 15 – 21st the underpass on Highway 18 would be closed and encouraged all to plan accordingly.

Interim City Administrator Larson thanked City of Snoqualmie Administration and Staff for their efforts regarding the police services issue and acknowledged the efforts involved by the City Council to come to tonight's decision.

Mayor Miller spoke regarding the following items:

- Police Services
- Sip, Suds & Si Event – Saturday, May 10th 6 -9 p.m.@ Downtown
- Yard Waste Recycling Event – Saturday, May 17th 8 a.m. – Noon @ Public Works

Mayor Miller recessed the meeting for a ten minute break at 9:35 p.m. and stated the Executive Session would begin at 9:45 p.m. to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee (However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public), pursuant to RCW 42.30.110(1)(g) and to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency, pursuant to RCW 42.30.110(1)(i). No action was anticipated as a result of the Executive Session, which was expected to last twenty minutes and videotaping of the meeting ceased.

Evan Chinn of Summit Law Group attended the Executive Session.

At 10:05 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

DRAFT

At 10:15 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

At 10:25 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

At 10:35 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional five minutes.

The regular meeting was reconvened at 10:40 p.m.

ADJOURNMENT:

Councilmember Gothelf **MOVED** to adjourn, seconded by Councilmember Joselyn. The motion **PASSED** 7-0.

The meeting adjourned at 10:40 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: May 20, 2025		AB25-045		
Ordinance Adopting North Bend Municipal Code Section 10.04.080 Rules of the Road		Department/Committee/Individual				
		Mayor Mary Miller				
		Interim City Administrator – Bob Larson				X
		City Attorney – Kendra Rosenberg				
		City Clerk – Susie Oppedal				
		Administrative Services – Lisa Escobar				
		Comm. & Economic Development – James Henderson				
		Finance – Martin Chaw				
		Public Works – Mark Rigos				
Cost Impact: N/A		Interim Police Chief – Gary Horejsi				X
Fund Source: N/A						
Timeline: Immediate						
Attachments: Ordinance						
<p>SUMMARY STATEMENT:</p> <p>The North Bend Municipal Code (NBMC) Chapter 10.04 addresses vehicles and traffic. Chapter 46.61 of the Revised Code of Washington (RCW) pertains to the motor vehicle rules of the road. To prioritize public health, safety and welfare of the residents of North Bend, the City Council desires to adopt chapter 46.61 RCW by reference and codify it in a new NBMC Section 10.04.080 (Rules of the Road).</p>						
<p>APPLICABLE BRAND GUIDELINES: Consistent Delivery of Quality Basic Services</p>						
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Public Health & Safety Committee reviewed this item and their May 6, 2025 meeting and recommended approval and placement on the Consent Agenda.</p>						
<p>RECOMMENDED ACTION: MOTION to approve AB25-045, an ordinance adopting NBMC Section 10.04.080 Rules of the Road, as a first and final reading.</p>						
RECORD OF COUNCIL ACTION						
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>				
May 20, 2025						

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING BY REFERENCE CHAPTER 46.61 OF THE REVISED CODE OF WASHINGTON, RULES OF THE ROAD, TO BE CODIFIED IN A NEW NORTH BEND MUNICIPAL CODE SECTION 10.04.080; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, North Bend Municipal Code (“NBMC”) Chapter 10.04 relates to statutes adopted by reference related to vehicles and traffic; and

WHEREAS, chapter 46.61 of the Revised Code of Washington (“RCW”) relates to motor vehicle rules of the road; and

WHEREAS, in the interest of the public health, safety and welfare, the City Council desires to adopt chapter 46.61 RCW by reference, and codify same in a new NBMC Section 10.04.080;

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

Section 1. New NBMC Section 10.04.080 (Rules of the Road), Adopted. A new North Bend Municipal Code Section 10.04.080 (Rules of the road) is hereby adopted to read as follows:

10.04.080 Rules of the Road

Chapter 46.61 of the Revised Code of Washington as presently constituted or hereinafter amended is hereby adopted by reference.

Section 2. 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 3. 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 20TH DAY OF
MAY, 2025.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: May 20, 2025		AB25-046
Public Hearing and Resolution Adopting 2026-2031 6-Year Transportation Improvement Plan (TIP)	Cost Impact: Approximately \$68.6 Million Fund Source: TIF, TBD, Storm, Streets, REET, Grants Timeline: Immediate	Department/Committee/Individual		
		Mayor Mary Miller		
		Interim City Administrator – Bob Larson		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – James Henderson		
		Finance – Martin Chaw		
		Public Works – Mark Rigos, P.E.		X
Attachments: Resolution, TIP Table, TIP Narrative, TIP Map, Public Hearing Notice				
<p>SUMMARY STATEMENT:</p> <p>Every year as required by Washington State law, RCW 35.77.010, each city in Washington must develop and adopt a 6-Year Transportation Improvement Plan (TIP). This program lays out a plan for improving and maintaining each respective city’s transportation system encompassing streets, trails and mass transit. Associated with each project is a financial program to support the proposed improvements. The TIP is a planning tool required by State law to ensure that each city continually has available advanced plans as a guide in carrying out a coordinated transportation plan. The law requires that each city holds an annual public hearing to adopt a 6-year TIP. The adopted TIP is then sent out to adjacent local jurisdictions and utility districts to coordinate projects, as well as to the State for incorporation into the Statewide TIP (STIP).</p> <p>There are several benefits derived from the annual update and adoption of a TIP. These include:</p> <ul style="list-style-type: none"> • The TIP is a management tool for city council and city staff. • It provides valuable information to committees, commissions, citizens, developers and businesses interested in the development of the city. • It assists in leveraging available resources through improved timing of projects and improved coordination of city projects with those of private and other public entities. • It helps to protect a city’s current infrastructure and to plan for new infrastructure. • Many grant sources require that projects be adopted in the city’s TIP prior to grant application. <p>The City of North Bend’s (“City”) 2026-2031 TIP is part of the framework for the City’s Capital Investment Program (CIP). The TIP is included in the City’s overarching CIP as the CIP includes parks projects, facilities projects, water projects, sanitary sewer/WWTP projects, and surface water / storm drainage projects. Essentially, the TIP is a plan to improve public transportation facilities. North Bend’s TIP is a 6-year plan that identifies capital projects, their costs, and funding sources. Staff prepares the TIP and presents it to City Council each year for review and adoption.</p> <p>Back in 2013, City staff assigned a project number to each transportation capital project. The ‘T-xxx’ numbers shown below are not project priorities, they are tracking numbers. Project priority numbers are different, as they change from year-to-year depending upon what projects were completed, what projects were removed, and changing priorities from City Council and City staff. Priority numbers are shown on the attached TIP Map and TIP Table. Below is a list of projects that have been completed in recent years (I), active construction projects (II), and significant changes from last year’s TIP (III).</p> <p><u>I. Substantially Completed Recent Transportation Projects (year completed) are:</u></p>				

City Council Agenda Bill

- T-062: Railroad Crossing Improvements (2025)
- T-030: NW 14th Street Widening and Reconstruction West of Bendigo Blvd (Phase 2) (2025)
- NA: 2025 Sidewalk Gaps
- T-001: SE 140th Street Sidewalk on North Side (Eagles Nest Pl SE to Mori Estates) (2025)
- T-063: SR202 Sidewalk Gap Project (RR crossing to North Bend Way) (2025)
- T-059: North Bend Way Bridge 3 and 4 Deck Replacement (2025)
- T-032: Orchard Drive Sidewalk between Meadow Dr. and Riverside Dr. - South Side (2024)
- T-047: North Bend Way Re-Channelization West of Tanner Road Intersection (2024)
- T-057: SE 140th Street Sidewalk on North Side (NBW to Tanner Falls Frontage) (2024)
- T-054: Old Si View to New Si View Pedestrian Connection (2024)
- T-039: Roundabout at 436th Avenue SE / SE 136th Street intersection (2023)
- T-031: Cedar Falls Way / Stilson Avenue Sidewalk and Crosswalks (2023)
- T-050: Cedar Falls Way / Maloney Grove Ave. Crosswalk Improvements (2023)
- T-026: Alm Way Bridge Removal (2023)
- T-033: Mid-Block Crosswalk Across Maloney Grove Avenue Near Cedar Falls Plat (2023)
- T-019: Roundabout at North Bend Way / 436th Avenue SE Intersection (2022)
- T-048: Mid-Block Crosswalk across NBW for Snoqualmie Valley Trail (2022)
- T-013: 2nd Street Sidewalk and Strom Drainage Improvements (2022)
- T-007: North Bend Way C&G/Landscape South Side (2022)
- T-040: Left Turn Pocket on Park Street to Bendigo Blvd. (2022)
- T-035: Park Street Mid-Block Pedestrian Crossing at Healy Ave (2020)
- T-008: Roundabout at North Bend Way / Park Street / Downing Avenue (2020)
- T-043: Paved Walk from Cedar Falls Way / Maloney Grove Ave Inter. to City Hall (2019)
- T-002: Re-alignment of Tanner Road Intersection with North Bend Way (2019)
- T-009: NE 12th Street Widening from Ballarat Avenue to Pickett Avenue (2018)
- T-003: Downtown Plaza at NBW and Main Avenue (2017)
- T-006: North Bend Way C&G/Landscape (Ballarat Ave to Downing Ave) North Side (2017)
- T-010: Right Turn Lane, Northbound Bendigo Blvd. at Park Street (2016)
- T-014: NW 14th Street Widening from Bendigo Blvd. to Boalch Avenue (2016)
- T-011: Cedar Falls Way Separated Walkway (2016)

II. Active Transportation Projects (in design or construction) are:

- T-045: Roundabout at SR-202 and Mt Si Blvd Intersection
- T-021A: South Fork Ave. Ext. – Bendigo to NW 8th Street Roundabout (Nintendo Bypass)
- T-021B: South Fork Avenue Levee Setback
- T-056: Roundabout (Starfish)) at North Bend Way / NW 8th Street Intersection
- T-030: NW 14th Street Widening and Reconstruction West of Bendigo (with ULID)
- T-017: Roundabout at 468th Avenue SE / Middle Fork Road / SE 140th Street Intersection
- T-061: Tanner Trail Phases 2 and 3 Construction
- T-020: Roundabout at North Bend Way / Mt Si. Road Intersection
- T-044: SR-202 Shared Use Path with Ped. Bridge over SF Snoq. River (WWTP Frontage)
- T-046: McClellan Alley Improvements and Bendigo Sidewalks

III. Significant Changes from 2025-2030 TIP to 2026-2031 TIP are:

- Completing construction of several projects in 2025 (see above) and removed them from the next 6-year TIP. The TIP is a forward looking document.
- Moved project T-055 Cedar Falls Way Pedestrian Improvements up the priority list
- Moved project T-034 Park and Main Intersection Improvements up the priority list
- Added 2026 Sidewalk Gaps Project to the list. Projects TBD later in 2025.

City Council Agenda Bill

Before the new 6-year TIP is adopted by City Council, which is scheduled for June 17, 2025, a public hearing will be held on May 20, 2025 and remain open to solicit public input on this year's TIP.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on April 22, 2025 and recommended approval and placement on the Main Agenda for discussion

RECOMMENDED ACTION: **MOTION to approve AB25-046, a resolution adopting the 6-Year Transportation Improvement Plan 2026 – 2031, as a first reading, and continuing the public hearing until the June 17, 2025 City Council Meeting.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 20, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING THE 2026-2031 6-YEAR TRANSPORTATION IMPROVEMENT PLAN

WHEREAS, State Law (RCW 35.77.010) requires that the City adopt and annually update a 6-Year Transportation Improvement Plan (TIP); and

WHEREAS, RCW 35.77.010 also requires that a public hearing be held prior to the adoption or update of the TIP, and requires that the adopted TIP be filed with the Washington State Department of Transportation; and

WHEREAS, on May 20, 2025, the City Council held a public hearing on the proposed 2026-2031 TIP;

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

Section 1. The City Council does hereby approve the 2026-2031 6-Year Transportation Improvement Program, a copy of which is attached hereto and incorporated herein by this reference.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF
JUNE, 2025.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

Effective:
Posted:

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk

DRRAFT City of North Bend 6-Year Transportation Improvement Plan (TIP) 2026-2031

City TIP Project #	2025 TIP Priority #	Year Planned (2025-2030)	2026 TIP Priority #	Year Planned (2026-2031)	Project Name	Estimated Costs for 2026-2031 TIP			Estimated Costs Beyond 2031	Funding Breakdown					
						Design Costs	Construction Costs	Total Costs		Design and Construction Costs	Federal	State	County	Local	
2025 TIP Approved by City Council 6/16/24						2026 TIP will be Presented to City Council 6/17/25									
T-044	2	2025	1	2025/2026	SR202 Shared Use Path with Pedestrian Bridge over SF Snoqualmie (WWTP Frontage)	\$ 467,597	\$ 5,000,000	\$ 5,467,597	\$ -	\$ 404,471	\$ -	\$ -	\$ 5,063,126		
T-021A	6	2026	2	2026	South Fork Ave Extension - Bendigo to NW 8th Street (Nimendo Bypass)	\$ 600,000	\$ 5,050,000	\$ 5,650,000	\$ -	\$ -	\$ -	\$ -	\$ 5,650,000		
T-056	3	2026	3	2026	North Bend Way/NW 8th Street Roundabout (Starfish Roundabout)	\$ 600,000	\$ 4,250,000	\$ 4,850,000	\$ -	\$ -	\$ 4,244,612	\$ -	\$ 605,388		
T-055	17	>2030	4	2026/2027	Cedar Falls Way Pedestrian Improvements (Maloney Grove Ave to 436th Ave SE)	\$ 332,000	\$ 3,118,000	\$ 3,450,000	\$ -	\$ -	\$ 2,494,400	\$ -	\$ 955,600		
T-020	3	2026	5	2026	Roundabout at North Bend Way / SE Mount St Road Intersection	\$ 500,000	\$ 2,300,000	\$ 2,800,000	\$ -	\$ 2,422,000	\$ -	\$ -	\$ 378,000		
T-061	9	2025	6	2026	Tanner Trail Phase 2 and 3 Construction	\$ 225,000	\$ 1,350,000	\$ 1,575,000	\$ -	\$ 1,362,375	\$ -	\$ -	\$ 212,625		
T-070	NA	NA	7	2026/2027	2 RRE's at Park Street Roundabout	\$ 25,000	\$ 200,000	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ 225,000		
T-034	12	2028	8	2028	Park Street Corridor Re-Channelization (add center turn lane and relocate 1 sidewalk) (possibly acquire ROW and relocate sidewalk) Includes Park and Main Project	\$ 400,000	\$ 3,000,000	\$ 3,400,000	\$ -	\$ -	\$ 2,720,000	\$ -	\$ 680,000		
T-046	4	2027	9	2027	McChellan Alley Improvements and Bendigo Sidewalks	\$ 1,200,000	\$ 7,000,000	\$ 8,200,000	\$ -	\$ 7,093,000	\$ -	\$ -	\$ 1,107,000		
T-045	1	2026	10	2027	Roundabout at SR202 and Mt. St Blvd.	\$ 1,380,610	\$ 5,800,000	\$ 7,180,610	\$ -	\$ 6,211,228	\$ -	\$ -	\$ 969,382		
TBD	37	2025	11	2026	2026 Sidewalk Gap Project(s)	\$ 150,000	\$ 850,000	\$ 1,000,000	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000		
T-017	10	2027	12	2028	Roundabout at 468th Avenue SE / Middle Fork Road Intersection	\$ 400,000	\$ 2,400,000	\$ 2,800,000	\$ -	\$ 2,422,000	\$ -	\$ -	\$ 378,000		
T-049	8	2028	13	2029	NW 8th Street Widening and Sidewalk between NBW and Bendigo Blvd	\$ 500,000	\$ 2,250,000	\$ 2,750,000	\$ -	\$ 2,376,750	\$ -	\$ -	\$ 371,250		
T-038	11	2029	14	2030	Downtown Parking Lot/Garage	\$ 400,000	\$ 2,800,000	\$ 3,200,000	\$ -	\$ -	\$ -	\$ -	\$ 3,200,000		
T-071	15	2026	15	2026	Pedestrian Level Lighting along Tanner Trail (Downtown to Cedar Falls Way)	\$ 25,000	\$ 175,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000		
T-021B	7	2026	16	2031	South Fork Levee Setback	\$ 1,700,000	\$ 7,500,000	\$ 9,200,000	\$ -	\$ -	\$ 4,350,000	\$ 4,350,000	\$ 500,000		
T-072	16	2027	17	2027	City Wide Intersection Lighting Study and Prioritized Projects	\$ 100,000	\$ 900,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000		
T-015	18	>2030	18	>2031	Ballarat Avenue Widening and Sidewalk from NE 6th to NE 12th Street	\$ -	\$ -	\$ -	\$ -	\$ 1,550,000	\$ -	\$ -	\$ 1,550,000		
T-052	28	>2030	19	>2031	Tanner Road Improvements (north of North Bend Way)	\$ -	\$ -	\$ -	\$ -	\$ 900,000	\$ -	\$ -	\$ 900,000		
T-025	20	>2030	20	>2031	SE 146th Street Reconstruction from 468th Ave SE to East City Limits	\$ -	\$ -	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ 800,000		
T-064	31	>2030	21	2026	North Bend Way Complete Streets Seg 1 (Western City Limits to SF Snoqualmie Bridge)	\$ 120,000	\$ 1,102,584	\$ 1,222,584	\$ -	\$ -	\$ 1,002,519	\$ -	\$ 220,065		
T-065	32	>2030	22	>2031	North Bend Way Complete Streets Seg 2 (SF Snoqualmie Bridge to Park Street Roundabout)	\$ -	\$ -	\$ -	\$ -	\$ 1,569,304	\$ -	\$ -	\$ 1,569,304		
T-066	33	>2030	23	>2031	North Bend Way Complete Streets Seg 3 (Park Street Roundabout to Cedar Falls Way Roundabout)	\$ -	\$ -	\$ -	\$ -	\$ 607,971	\$ -	\$ -	\$ 607,971		
T-067	34	>2030	24	>2031	North Bend Way Complete Streets Seg 4 (Cedar Falls Way Roundabout to SE 140th Street)	\$ -	\$ -	\$ -	\$ -	\$ 10,279,364	\$ 1,000,000	\$ -	\$ 11,279,364		
T-068	35	>2030	25	>2031	North Bend Way Complete Streets Seg 5 (SE 140th Street to 468th Ave SE)	\$ -	\$ -	\$ -	\$ -	\$ 12,172,599	\$ 1,000,000	\$ -	\$ 13,172,599		
T-022	25	>2030	26	>2031	South Fork Ave SE Extension - New Bridge across SF Snoqualmie River (Mt. St Blvd to Maloney Grove Avenue SE) including separated pedestrian walkway	\$ -	\$ -	\$ -	\$ -	\$ 23,000,000	\$ 11,000,000	\$ -	\$ 34,000,000		
T-069	36	>2030	27	>2031	Shamrock Park Pedestrian Bridge	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000	\$ 3,460,000	\$ -	\$ 7,460,000		
T-041	23	>2030	28	>2031	Left Turn Pocket on 436th Avenue to Cedar Falls Way, including Sidewalks	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000		
T-024	22	>2030	29	>2031	SE 16th Street Extension (Maloney Grove Ave SE to 436th Ave SE)	\$ -	\$ -	\$ -	\$ -	\$ 3,600,000	\$ -	\$ -	\$ 3,600,000		
T-027	13	2029	30	>2031	Bendigo Blvd. Traffic Reconfiguration (3rd Street to NBW)	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ 350,000		
T-023	24	>2030	31	>2031	SE 146th Street / 468th Avenue SE Intersection Improvements	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000	\$ -	\$ -	\$ 2,800,000		
T-042	26	>2030	32	>2031	Roundabout at Cedar Falls Way / Maloney Grove Avenue Intersection	\$ -	\$ -	\$ -	\$ -	\$ 2,422,000	\$ -	\$ -	\$ 2,422,000		
T-028	21	>2030	33	>2031	North Bend Way / Ballard Ave All Way Stop or Traffic Signal	\$ -	\$ -	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ 800,000		
T-051	27	>2030	34	>2031	NE 8th Street Storm and Reconstruction Project	\$ -	\$ -	\$ -	\$ -	\$ 850,000	\$ -	\$ -	\$ 850,000		
NA	NA	NA	35	>2031	Cedar Falls Way North Side Paved Shoulder Widening (City Hall to Maloney Grove Avenue)	\$ -	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000		
					Sidewalk Trip Hazard Elimination - Annual funding \$200k	\$ -	\$ 2,670,000	\$ 2,670,000	\$ -	\$ -	\$ -	\$ -	\$ 2,670,000		
					Pavement Overlay Program - Annual funding \$445k	\$ -	\$ 180,000	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ 180,000		
					Pavement Maintenance including crack seal, chip seal, sealcoat, etc. - Annual funding \$30k	\$ -	\$ 414,000	\$ 414,000	\$ -	\$ -	\$ -	\$ -	\$ 414,000		
					Alley Reconstruct and Paving - Annual funding \$69k	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Developer Project						\$ 9,125,207	\$ 59,509,584	\$ 68,634,791	\$ 73,632,207	\$ 56,755,783	\$ 33,186,631	\$ 5,450,000	\$ 46,871,684		
Current Project in design or construction phase						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

DRAFT City of North Bend 6-Year Transportation Improvement Plan (TIP) 2026-2031

Completed Projects thru 2025 or Removed Projects		
T-062	2025	Railroad Crossings Improvements
T-030	2025	NW 14th Street Widening and Reconstruction West of Bendigo Blvd. (Phase 2)
NA	2025	2025 Sidewalk Gaps Projects (8th, 8th, Main, Thraher, North Bend Way (Dahlgren to SVT), North Bend Way (Tanner to 14th))
T-001	2025	SE 140th Street Sidewalk on North Side (Eagles Nest Pl SE to Mori Estates)
T-063	2025	SP202 Sidewalk Gap Project (RR Crossing to North Bend Way)
T-059	2025	North Bend Way Bridge 3 and 4 Deck Replacement
NA	2024	Overhead to Underground of Power/Communications from Park Street Roundabout to Entrance to Torguson Park - included with T-066
T-057	2024	SE 140th Street Sidewalk on North Side (North Bend Way to Tanner Falls Frontage)
T-053	2024	CFW South Side Sidewalk (Mountain View Blvd SE to Mt. Teneriffe Dr SE)
T-047	2024	North Bend Way Rechannelization between SVT and Tanner Road
T-032	2024	Orchard Drive Sidewalk between Meadow Dr and Riverside Dr. on South Side
T-033	2023	Mid-Block Crosswalk across Maloney Grove Avenue near Cedar Falls Plat entrance
T-054	2023	Old St View to New St View Pedestrian Connection
T-050	2023	Cedar Falls Way / Maloney Grove Avenue Crosswalks
T-031	2023	Mid-Block Crosswalk across Cedar Falls Way near Silson Ave. and Silson Ave Sidewalk to Opstad Elementary School
T-026	2023	Alm Way Bridge Removal
T-039	2023	Roundabout at 436th Avenue SE / SE 136th Street Intersection
T-048	2022	Mid-Block Crosswalk across North Bend Way for Snoo Valley Trail near Tanner Road
T-019	2022	Roundabout at North Bend Way / 436th Avenue SE Intersection
T-013	2022	2nd St Sidewalk and Storm Drain Improvements (Ballarat Avenue to Bendigo Blvd)
T-007	2022	North Bend Way C&G Landscape (Ballarat to Downing) South Side
T-040	2022	Left Turn Pocket on Park St to Bendigo Blvd. and Traffic Signal Re-calibration
T-035	2020	Park Street Pedestrian Crossing at Healy
T-016	2023	Roundabout at Bendigo Blvd/4th Street Intersection
T-029	2020	Picket Avenue Extension
T-018	2019	SW Mount St Blvd Reconstruct with concrete
T-035	2018	NSW 4 Travel Lanes & Planter Median between CF RAB and Park St RAB
T-008	2019	Roundabout at North Bend Way / Park Street / Downing Avenue Intersection
T-002	2019	Tanner Road Realignment with North Bend Way (Developer Project)
T-037	2019	Valition Alley Improvements
T-043	2019	Cedar Falls Way Separated Walkway between Maloney Grove Ave and City Hall
T-009	2018	NE 12th Street Widening (Ballarat to Pickett)
T-003	2017	Downtown Plaza (NSW and Main Avenue)
T-006	2017	North Bend Way curb, gutter, sidewalk, landscape (Ballarat Ave to Downing Ave) north side only
T-010	2016	Right Turn Lane from Bendigo Blvd. onto Park Street
T-014	2016	NW 14th Street Widening from Bendigo Blvd. to Beach Ave NW
T-011	2016	Cedar Falls Way Separated Walkway

**City of North Bend's
6-Year (2026 – 2031) Transportation Improvement Plan (TIP)
Project Narrative**

(Last Updated 4/24/2025 by TMM)

I. Projects listed below will be completed in 2025 and are being removed from the City's 2026 – 2031 CIP.

T-001: SE 140th Street Sidewalk on North Side (Eagles Nest PL SE to Mori Estates) - Project constructs sidewalk and provides improved pedestrian connectivity to nearby Twin Falls Middle School on north side of SE 140th Street from Eagles Nest Pl SE to Mori Estates. Project is anticipated to be constructed in Q3 2025.

T-063: SR202 Sidewalk Gap Project (RR Crossing to North Bend Way) – Project widens the sidewalk along the west side of SR-202 from North Bend Way south approximately 200 feet to the railroad crossing. Project is scheduled to be constructed in Q2 2025.

T-062: Railroad Crossing Improvements – Project replaces existing concrete panels, tracks, crossing gates, signals, and cantilevered flashing lights at 3 locations within city limits. It also relocates the existing train tracks between Bendigo (SR-202) and Main Avenue to the south by approx. 15 feet along McClellan Avenue. A future project removes the north side parallel tracks between Main Ave and Train Depot leaving the tracks on the southside. Project is being managed by the Railway Museum.

T-030: NW 14th Street Widening and Reconstruction West of Bendigo Blvd (Phase 2) – Project reconstructs and slightly widens NW 14th Street. Currently, NW 14th St is in poor condition. The new road was designed in 2024 and is scheduled to be constructed at the same time as the Meadowbrook Sewer ULID in 2025 but under a different bid schedule.

T-XXX: 2025 Sidewalk Gap Projects: Once funding was dedicated by City Council several years ago, then specific projects were determined in 2023, 2024 and now in 2025. Engineering is often done in Year 1 and construction is done in Year 2. 2025 sidewalk gap projects include:

- Thrasher Avenue south of NBW
 - North Bend Way south side Dahlgren to Snoqualmie Valley Trail
 - North Bend Way south side Tanner Road to SE 140th St
 - 5th Street, 6th Street and Main Avenue
-

II. Projects listed below are active projects or upcoming projects scheduled to begin in the next six years.

TIP Priority Number is the first number listed below.

The Capital Project # has a T-#

Newly added projects to this year's 6-year TIP are highlighted in yellow below.

Highest Rated Projects:

1. T-044: SR202 Shared-Use Path and Pedestrian Bridge over South Fork Snoqualmie River:

Project constructs a 200 hundred foot long bridge that will provide much safer access for the public over South Fork Snoqualmie River compared to the existing SR-202 bridge. New bridge will also function as a utility (sewer pipe) carrier. As such, the bridge is a highly rated transportation capital project, because the bridge will carry the important Meadowbrook sewer pipe which is planned to be built in 2025. Bridge is located north of vehicular SR-202 bridge. Bridge is located west of the WWTP frontage. Bridge will be owned, operated and maintained by the City.

2. T-021A: South Fork Avenue Extension - Bendigo to NW 8th Street (Nintendo Bypass) – Project extends South Fork Avenue to the north from the existing south Nintendo Gate to the intersection of North Bend Way and NW 8th Street to the proposed Starfish Roundabout. New road is approximately half mile long and is 60 percent grant funded.

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

4. T-055: Cedar Falls Way Pedestrian Improvements (Maloney Grove Ave to 436th Ave SE) – Substantial public safety project constructs new sidewalk along south side of Cedar Falls Way from Maloney Grove Ave to 436th Ave SE. Project also adds street lights along the roadway and at intersections.

5. T-020: Roundabout at North Bend Way / Mt Si Road Intersection – This transportation congestion relief project serves an increasing number of vehicles traveling east/west on NBW and also provides an improved and safer vehicular movement turning left from Mt Si Road onto NBW. Project will decrease likelihood of dangerous T-bone type collisions.

6. T-061: Tanner Trail Phases 2 & 3 Construction – Project consists of continuing Tanner Trail to the east, parallel to North Bend Way from its current location near City Hall to connect with Snoqualmie Valley Trail. Trail extension is more than 1 mile long. Paved trail will be 10 feet wide.

7. T-070: 2 RRFBs at Park St Roundabout – This is a newly created project in the interest of public safety to install 2 RRFBs on the North Bend Way crosswalks at the roundabout. RRFBs would not be included on the Downing Avenue or Park Street approaches.

8. T-034: Park Street Corridor Re-channelization – The Park Street corridor between Bendigo Blvd (SR-202) and the NBW / Park Street roundabout currently has 2 parking shoulders, 2 travel lanes and 2 sidewalks. This corridor may be modified, widened, and/or improved to create more capacity, enhance public safety, and/or improve pedestrian conditions. This may include multiple projects. One of the projects currently being designed is the Main Avenue / Park Street Intersection Improvements.

9. T-046: McClellan Alley Improvements – Project is in the early stages of planning and engineering design. Goal is to create a one-way travel lane with angle parking, shared use path, improved storm drainage collection and conveyance, provide a fats/oils/grease interceptor vault(s) for downtown restaurants, undergrounding of power and communication lines, create shared trash enclosures for businesses, improve landscaping / screening conditions and widen the sidewalk.

10. T-045: Roundabout at SR-202 / Mt Si Blvd Intersection – Project replaces an existing traffic signalized intersection that lacks full mobility with a 2-lane roundabout and ADA compliant ramps and walkways; it improves crosswalks; it constructs a landscaped central island and medians; and it improves walkability and bicycle access for increased access to local businesses, the outlet mall and the future hotel. Transportation mobility will be greatly increased. Project is tracking the timeline of the hotel at the outlet mall.

Medium High Rated Projects:

11. T-XXX: 2026 Sidewalk Gap Projects: Once funding was dedicated by City Council several years ago, then specific projects were determined in 2023, 2024 and now in 2025. Engineering is often done in Year 1 and construction is done in Year 2. Potential 2026 sidewalk gap projects include:

- Sidewalk on eastside of Mt. Si Road north of the Mt Si Road / NBW Roundabout
- Stilson Avenue between North Bend Way and Cedar Falls Way

12. T-017: Roundabout at 468th Avenue SE / Middle Fork Road Intersection – Project constructs a roundabout as a truck turnaround to include provisions for pedestrian and bicycle travel such as sidewalks and bike lanes. Project is located at the SE 140th Street terminus. Engineering design has been completed. ROW acquisition and construction are outstanding items. Middle Fork Development who has a Development Agreement with the City may choose to build this roundabout and request a TIF credit.

13. T-049: NW 8th Street Widening and Sidewalk between North Bend Way and Bendigo Blvd. - Project provides an improved and safer connection from NBW to SR-202 that is more aligned with the City's Public Works Standards than the current condition. Project includes a sidewalk, improved pavement, storm drainage collection and storm drainage conveyance.

14. T-038: Downtown Parking Lot / Garage – Project is very conceptual at this time. It could create 50-100 new parking stalls at an unidentified location downtown. Parking could be at grade with land acquisition or could be a parking garage (smaller footprint). Location has not been determined. Project could be split into two or three separate parking projects.

15. T-071: Pedestrian Level Lighting along Tanner Trail (Downtown to Cedar Falls Way) – Project adds low level or bollard type lighting adjacent to Tanner Trail from Downtown NB to Cedar Falls Way as a safety improvement.

16. T-021B: South Fork Levee Setback – Project removes existing left bank levee between SR-202 and North Bend Way and sets the levee back to create more flood storage area. The City currently owns the property to set the levee back. Project has received some grant funding and staff continues applying for grant funding via WA State Floodplains by Design and King County Flood Control District.

17. T-072: City Wide Intersection Lighting Study and Prioritized Projects – This project conducts lighting level studies on intersections throughout the city to make sure adequate lighting is available for all users followed by a prioritized list of projects and implementation of those projects.

18. T-015: Ballarat Ave Widening and Sidewalk from NE 6th to NE 12th Streets – Project reconstructs Ballarat Ave including enlarging culverts and related stormwater facilities. Adds a widened shoulder to possibly fit combined bike lane / walking shoulder (no parking). Road may have thickened edge section. Project may not get built until public sewer is constructed first.

19. T-052: Tanner Road Improvements (north of North Bend Way) - Project would result in a safer pedestrian corridor on Tanner Road from residential area (Cascade Canyon) to the north down to its intersection with NBW. Road could possibly be widened, as current pavement width is only 20 feet.

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

21. T-064: Complete Streets Segment 1 North Bend Way (Western City Limits to SF Snoqualmie River Bridge) - Improvements along this NBW segment could include a shared use path, angle parking, reduction in travel lanes from 4 to 2. This segment is west of the proposed Starfish Roundabout. City has obtained a \$1,002,519 TIB grant for engineering design.

Medium Rated Projects:

22. T-065: Complete Streets Segment 2 North Bend Way (SF Snoqualmie River Bridge to Park Street Roundabout) - Placeholder for potential future improvements along this NBW segment.

23. T-066: Complete Streets Segment 3 North Bend Way (Park Street Roundabout to Cedar Falls Way Roundabout) - Placeholder for potential future improvements along this NBW segment.

24. T-067: Complete Streets Segment 4 North Bend Way (Cedar Falls Way Roundabout to SE 140th Street) - Placeholder for potential future improvements along this NBW segment.

25. T-068: Complete Streets Segment 5 North Bend Way (SE 140th Street to 468th Avenue SE) - Placeholder for potential future improvements along this NBW segment.

26. T-022: South Fork Avenue Extension – New Vehicular Bridge across SF Snoqualmie River (Mt Si Blvd to Maloney Grove Avenue SE) – Very large project requires ROW to extend road as a collector street to serve future residential development from Mt Si Blvd to Maloney Grove Ave. This is an extremely large and expensive \$25 million project that includes a new vehicular bridge over South Fork Snoqualmie River. Project is partly inside and outside City Limits.

27. T-069: Shamrock Park Pedestrian Bridge - New bridge (could be shared use for peds and bikes) will provide access across South Fork Snoqualmie River. Bridge will be located south of SR-202, but final decision has not been made on exact location. It could be near the Shamrock Park / Si View MPD Facility or further south toward Old Si View / New Si View neighborhoods. This ped. bridge would access the area west of the South Fork which includes the Safeway complex. Project is conceptual at this time. Project is just outside City Limits.

28. T-041: Left Turn Pocket on Northbound 436th Avenue SE to Cedar Falls Way including Sidewalks – Project was added based on recommendation from 2017 LOS Study by Perteet. Existing channelization of 436th Avenue between the 2 constructed roundabouts will be evaluated.

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

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

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

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

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

34. T-051: NE 8th Street Storm and Reconstruction Project – Project installs storm drainage infrastructure and roadway reconstruction from Ballarat Ave to Thrasher Ave. Project likely won't be done until public sewer is built first.

35. T-073: Cedar Falls Way North Side Paved Shoulder Widening (from City Hall to Maloney Grove Avenue) - Existing paved shoulder is ~4 feet wide. New shoulder would be 9 feet wide, so project would increase width by 5 feet. New shoulder would be ~400 feet long. New shoulder would result in safer overflow parking to City Hall during once per year (or more) City Council Meetings. Shoulder parking would create nearly 20 additional stalls. Currently, the overflow is for City staff and Council to park in the PW parking lot. Small project cost anticipated to be \$200,000.

Re-Occurring Projects (As funding allows)

- **Pavement Overlay Program** - To protect the city's investment in its roadway system, regular maintenance is required. One of the maintenance components includes providing overlays to extend the life of the street surfaces and protect the roadway bases. The ideal program would provide \$540k/year of overlay work to maintain City's current Pavement Management Index (PMI) of 76. As of 2023, the City is budgeting \$475k/year. City typically receives grants every other year from the Transportation Improvement Board (TIB) on arterial roadways to cover the revenue.
- **Crack Sealing** - The City provides annual crack sealing in various locations to preserve the City's roadways. Public Works staff has done this work internally and it has been contracted out too.
- **Sidewalk Trip Hazard Elimination** - Trip hazards in the existing sidewalk system will be systematically repaired through either removal of affected sidewalk panels, removing the cause of the problem, re-pouring the panels, or by grinding the problem areas and resurfacing the affected areas. Budget was \$200k/year, but was dropped off for 2024-2026.

- **Inactive: Alley Reconstruction and Overlay** - Various locations. Develop an annual program to reconstruct and overlay alleys to reduce maintenance costs. Back in 2017, this program was funded for 1 year, and several designs were completed, but funding for construction has not been budgeted.



Project Type w/ Priority Number

Transportation Project

Projects Not Shown w/ Priority Number

11 2026 Sidewalk Gap Project(s)

14 Downtown Parking Lot/Garage

15 Pedestrian Level Lighting along Tanner Trail (Downtown to CFW)

17 City Wide Intersection Lighting Study and Prioritized Projects

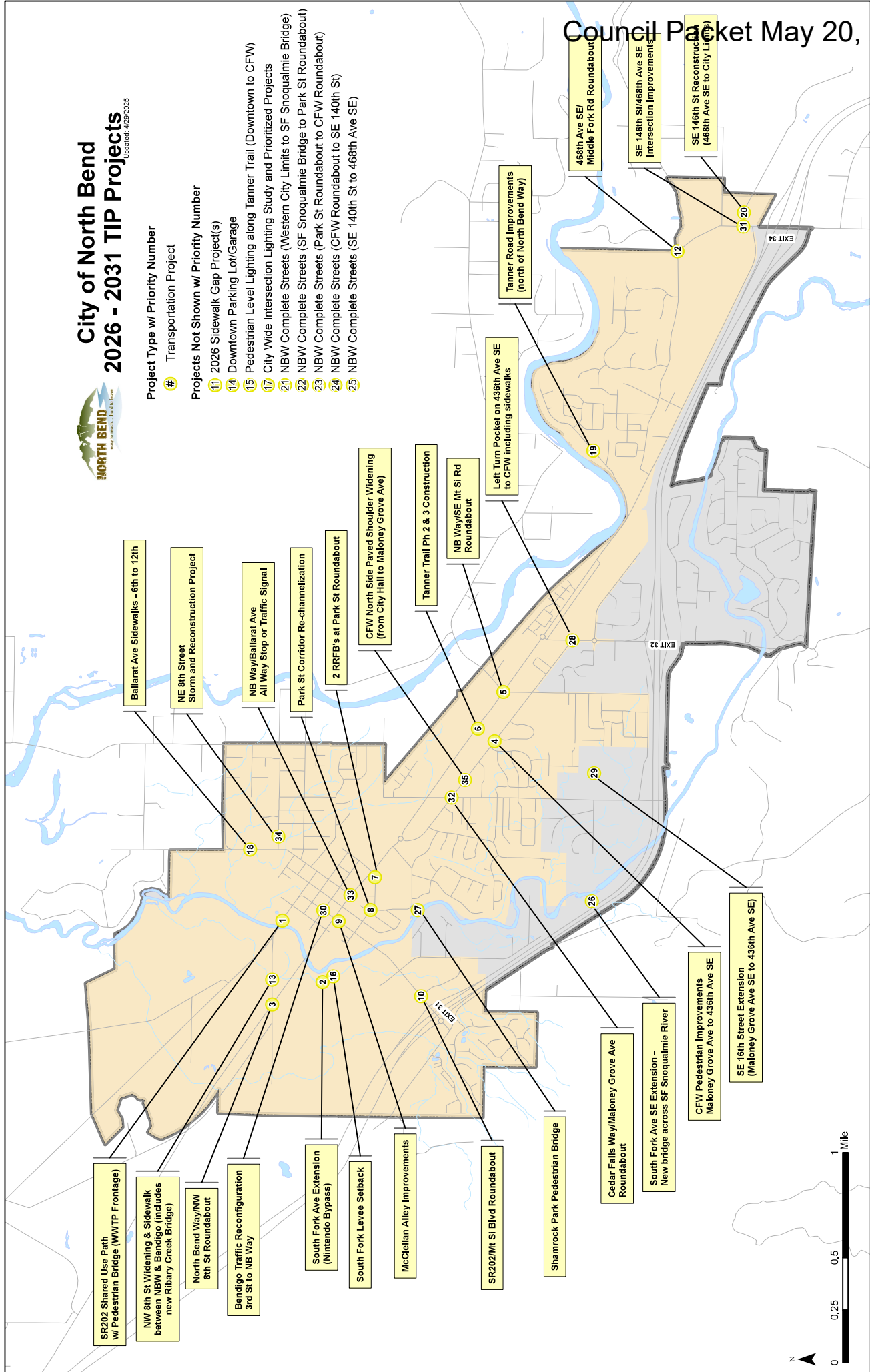
21 NBW Complete Streets (Western City Limits to SF Snoqualmie Bridge)

22 NBW Complete Streets (SF Snoqualmie Bridge to Park St Roundabout)

23 NBW Complete Streets (Park St Roundabout to CFW Roundabout)

24 NBW Complete Streets (CFW Roundabout to SE 140th St)

25 NBW Complete Streets (SE 140th St to 468th Ave SE)





NOTICE OF PUBLIC HEARING Six-Year Transportation Improvement Plan (TIP)

NOTICE IS HEREBY GIVEN that the North Bend City Council has scheduled a hearing to solicit public input and comments on the proposed Six-Year Transportation Improvement Plan (TIP). The public hearing will take place during a Regular City Council Meeting on Tuesday, May 20, 2025, 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 Deputy Public Works Director at 920 SE Cedar Falls Way North Bend, WA, 98045, or by e-mail to: tmohr@northbendwa.gov prior to 5:00 PM, Monday, May 19, 2025. 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 May 15, 2025, on the City website calendar item for the [May 20, 2025 City Council meeting](#). Questions may be submitted to the Deputy Director at tmohr@northbendwa.gov.

A copy of the draft Six-Year (2026 – 2031) Transportation Improvement Plan (TIP) will be available for viewing under Public Notices on the City of North Bend website at 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: May 9, 2025

Published in the Snoqualmie Valley Record: May 9, 2025



City Council Agenda Bill

SUBJECT:		Agenda Date: May 20, 2025		AB25-047
Ordinance Amending the Taxes, Rates and Fees Schedule and North Bend Municipal Code Section 15.31.050 as it Relates to Fire Permit Fees		Department/Committee/Individual		
		Mayor Mary Miller		
		Interim City Administrator – Bob Larson		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Comm. & Economic Development – James Henderson		
		Finance – Martin Chaw		
		Public Works – Mark Rigos		
Cost Impact: N/A		Building Official – Colin Mercer		X
Fund Source: N/A				
Timeline: Immediate				
Attachments: Ordinance				
<p>SUMMARY STATEMENT:</p> <p>Eastside Fire & Rescue (“EFR”) provides fire protection and suppression services, including fire inspection and plan review services, to the cities of Issaquah, North Bend, Sammamish, Mercer Island, the Snoqualmie Tribe, Fire Districts 10, 38, 45, and Woodinville Fire and Rescue. The City of North Bend (“City”) is one of five partner agencies of EFR. As a contracted partner, the City provides an annual payment to EFR for fire protection and suppression, and fire inspection and plan review services.</p> <p>Upon completion of fire inspection and plan review services by EFR, the City issues fire permits. Currently, revenue from the fees assessed for fire permits are collected and retained by the City. In 2024, the City collected approximately \$53,000 in fire permit fees. Consistent with best practices, the City and EFR conducted a periodic review of the fees for fire permit related review services to ensure fees fully recover costs of service.</p> <p>During deliberations to balance the EFR 2025-2026 biennial budget, the EFR Board recommended that revenue from fire permit fees starting in 2025 will be collected by the City and remitted to EFR in exchange for the fire permit review conducted by EFR, instead of being retained by the City. The EFR Board also recommended that fire permit fees and fee structures be consistent across all EFR contract agencies and partner jurisdictions. EFR is currently in the process of implementing the Board’s recommendations and meeting with partner and contract agencies.</p> <p>EFR staff completed a cost of service analysis and is proposing a schedule of revised fees and a fee structure consistent with the EFR Board’s budget objectives. EFR is recommending that each partner and contract agency review and adopt the revised fees and fee structure to ensure consistency across EFR.</p> <p>The attached Ordinance reflects the recommended changes to the various fire permit fees, consistent with the aforementioned development and review process.</p> <p>Upon City Council approval and adoption of this Ordinance, changes to the Fire Permit Fees will be reflected in the City’s Taxes, Rates and Fees Schedule. The current Taxes Rates & Fees Schedule is available on the City’s website at http://northbendwa.gov.</p>				
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services				
COMMITTEE REVIEW AND RECOMMENDATION: The April 8 th Finance & Administration Committee and the April 15 th Community & Economic Development Committee met to review the proposed fees and fee structure changes and recommended approval and placement on the Main Agenda for discussion.				

City Council Agenda Bill

RECOMMENDED ACTION: MOTION to approve AB25-047, an ordinance amending NBMC Chapter 15.31 relating to Building and Construction Fees, and amending the City's Taxes, Rates and Fees Schedule, as a first and final reading.

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 20, 2025		0-0

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, REPEALING AND REPLACING NORTH BEND MUNICIPAL CODE SECTION 15.31.050 RELATING TO FIRE CODE PERMIT FEES; AMENDING THE CITY'S TAXES, RATES AND FEES SCHEDULE RELATING TO FIRE PERMIT FEES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of North Bend ("City") is one of five partner agencies of Eastside Fire & Rescue ("EFR"). Historically, the City provided an annual payment to EFR for fire protection and suppression, and fire permit inspection and review services, however, staff from both agencies find it is in the public's interest for the City to collect fire permit review service fees and to remit the same to EFR in addition to the annual payment to EFR for fire protection and suppression services; and

WHEREAS, pursuant to Chapter 15.31 of the North Bend Municipal Code ("NBMC"), the City imposes fees for various permits issued for building, mechanical, fire, and plumbing permits as authorized by RCW 82.02.020; and

WHEREAS, the Building Official in partnership with the Fire Marshal from EFR have jointly conducted a review of the permits and associated fees charged under Chapter 15.31 NBMC and have determined that the existing fees are not adequate to cover the administrative costs associated with conducting and processing such permits and that such fire permit related fees have not been updated since 2015; and

WHEREAS, EFR and the City seek consistent assessment and collection of fire permit review fees; and

WHEREAS, the City desires to repeal NBMC Section 15.31.050 and replace the subject section to include a revised fire permit fee table; and

WHEREAS, the City further seeks to update naming conventions, provide for uniformity related to fire permit fees amongst EFR jurisdictions, and revise the fire permit fees for all fire permits at an amount adequate to cover the cost of such permits; and

WHEREAS, at its April 15, 2025, meeting, the Community and Economic Development Committee reviewed the proposed changes to the fire permit fees assessed under Section 15.31.050 of the NBMC and recommend the fees as set forth in Section 2 of this Ordinance;

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

Section 1. NBMC 15.31.050 (Fire Code Permit Fees), Repealed: North Bend Municipal Code Section 15.31.050 (Fire code permit fees) is hereby repealed in its entirety.

Section 2. New NBMC 15.31.050 (Fire Code Permit Fees), Adopted: A new North Bend Municipal Code Section 15.31.050 (Fire code permit fees) is hereby adopted to replace the section repealed in Section 1 of this Ordinance and which shall read as follows:

- A. Fire prevention inspections. There shall be no charge imposed for routine annual fire prevention inspections.
- B. Construction fire permit related fees. The following fees shall apply and be charged for the services described in the following table:

FEE DESCRIPTION	RATE
Fire Staff Hourly Rate	\$182
Fire Alarm System	
Modification (Monitoring, Device Swap, Tenant Improvement, etc.)	\$455
New Systems	\$1,637
Fire Alarm Communicator/Transmitter	\$273
Fire Sprinkler System (one permit per riser required)	
Tenant Improvement (20 heads or less)	\$546
New Systems and Tenant Improvements over 20 heads (fee charged per zone)	\$1,728
Residential 13D System	\$728
Fire Sprinkler System 13-D Tank and Pump	\$1,001
Fire Extinguishing / Suppression System - New systems and modifications	\$910
Underground Supply Permits - Commercial & Residential (excludes single family residential)	\$1,637
Standpipe Installation - Class I, II, or III	\$1,274
Application/Processing	
Other Types of Fire Permits / Inspections	
Tents and Canopies, Temporary Membrane Structures (per tent)	\$364
Fire Pump Installation	\$910
Power Generators	\$0
Emergency Responder Radio	\$637
Stairway pressurization and smoke control plans	\$910
Permitted Hazardous Materials	\$546
Flammable / Combustible Liquids / Construction	
Tank Install	\$546
Tank Removal	\$364
LPG Construction	
Install or Modify LP-gas system / Construction	\$546
Tank Install - Residential (R-3) >120 gallons	\$364
Compressed Gas System, Install, Modify, or Remove	\$546

Inspection/Testing, If requested and/or required	Hourly rate
Rack Storage/High Pile Storage	\$546
Building Plan Review	15% (BLD Review Fee))
Land Use Plan Review (Subdivisions, Plats, etc.)	Hourly rate
Fees include anticipated review and inspection time. Most fees cover two inspections and one re-inspection, with additional inspections billed at an hourly rate.	
Re-inspection fees: When a portion of work for which inspection is called is not complete, approved plans and permits is not on the site or when corrections called for are not made.	Hourly Rate
Inspections outside normal business hours.	Hourly Overtime Rate (min. two hours)
Cost Recovery Statement: Costs for planning, engineering, legal and/or other professional services shall be reimbursed by the applicant, in addition to a 10% administrative fee.	

C. Fire permit related administrative fee and technology surcharge.

All fees set forth in NBMC 15.31.050(B) shall be subject to an additional city administrative fee of ten percent (10%) of the total permit fee charged to recover administrative costs, and a three percent (3%) technology surcharge (minimum \$3.00) collected at permit issuance; provided, however, that the technology surcharge will be two percent (2%) (\$2.00 minimum) for cottage and multifamily structures as defined in NBMC 18.06.030 or identified in Table 18.10.030.

Section 3. Taxes, Rates and Fees Schedule, Amended: The Taxes, Rates & Fees Schedule, adopted by Ordinance 1084 and last amended by Ordinance 1822, effective as of January 1, 2025, is amended to reflect the amended fees established in this Ordinance, as set forth in the attached **Exhibit A**, which is incorporated herein by this reference.

Section 4. Cost Recovery and Remittance of Fire Related Permit Services Provided by Eastside Fire & Rescue: In recognition of the Fire Marshal and EFR's fire permit review services, and to ensure EFR's operational costs for fire permit services are proportionally recovered, the City agrees to collect and remit fire permit fees to EFR. These payments, based on the City's approved permit fee schedule, shall include only the cost of the EFR's Fire Marshal-related permits, excluding all City administrative and technology surcharge fees. EFR's fire permit fees are structured solely for cost recovery.

Section 5. 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 6. 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 20TH DAY OF MAY, 2025.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: May 20, 2025		AB25-048
Resolution Approving Development Agreement with PJO NW Development, LLC		Department/Committee/Individual		
		Mayor Mary Miller		
		Interim City Administrator – Bob Larson		
		City Attorney – Kendra Rosenberg		X
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – James Henderson		X
		Finance – Martin Chaw		
Cost Impact: N/A		Public Works – Mark Rigos		
Fund Source: N/A				
Timeline: Immediate				
Attachments: Resolution, Exhibit A - Development Agreement, Response memo from April 22 Work Study, Planning Commission Staff Report and Recommendation				
<p>SUMMARY STATEMENT:</p> <p>RCW 36.70B.170 and North Bend Municipal Code (“NBMC”) Section 18.27.010 authorize the City to enter into a Development Agreement (“DA”) with a person having ownership or control of real property within its jurisdiction. PJO NW Development, LLC (“PJO”), submitted a land use application for approximately 4.2 acres of property zoned Neighborhood Mixed Use (“NMU”), located in the City of North Bend on SE North Bend Way, and identified as King County tax parcel numbers 102308-9057, -9052, -9032 and -9049 (“Property”). The Property is currently owned by Albert Lee III and PJO will need to provide proof of ownership by submitting a completed Site Plan application approved by the City within 9 months as a requirement of the DA.</p> <p>A copy of the proposed DA is included with this Agenda Bill. PJO is requesting the following deviation from the NBMC in the Development Agreement:</p> <ul style="list-style-type: none"> <u>Allowance for first floor residential:</u> Per NBMC 18.10.030 1.54P, only upper floor residential is allowed in the NMU zone. The applicant proposes to construct 9,500 square feet of commercial space along SE North Bend Way and up to 56 townhome units behind with residential units on the ground floor “Project”. <p>PJO’s obligations under the DA will be to submit a complete Land Use Application and Site Plan Application within 9 months of the effective date of the DA and submit for a building permit within 5 years of the effective date of the DA. Moreover, per Section 3 of the DA, if PJO has not commenced construction of the commercial component of the Project after the city has issued 28 residential permits then no further residential permits will be issued until PJO applies for, and receives, a clear and grade permit for the commercial development.</p> <p>Development of the Property supports the City’s 2024 Comprehensive Plan Housing Element, Housing Action Plan, and Economic Development Action Plan, and the Project would bring needed middle-income housing ownership opportunities for the local workforce to North Bend. Development of the Property would also provide frontage improvements consistent with Complete Streets, generate jobs and commercial opportunities, and may also prompt redevelopment of adjacent properties.</p> <p>The Planning Commission held a Public Hearing on the Development Agreement on February 19, 2025, and recommended approval.</p>				

City Council Agenda Bill

Fiscal Sustainability Impact:

Staff estimate the total impact fees from the development to be \$3.1 million. The City of North Bend would receive approximately \$2.53 million and pass-through fees to the Snoqualmie Valley School District are estimated to be \$638,000.

APPLICABLE BRAND GUIDELINES: The project will support economic viability and a balanced budget by providing needed annual revenue to the City through the combination of residential and commercial development. The project will also further the commitment to invest in the City of North Bend by supporting the development of a section of Complete Streets along North Bend Way and the undergrounding of utilities. Finally, it will provide affordable home-ownership options that can support current and future local employers.

COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed the Development Agreement at its March 18, 2025, meeting, and recommended for full Council consideration on the Main Agenda. A Council Workstudy was held on April 22, 2025, to discuss the Development Agreement with a recommendation to place the agreement on the May 20, 2025 City Council Meeting Main Agenda for Council consideration.

RECOMMENDED ACTION: MOTION to approve AB25-048, a resolution authorizing the Mayor to execute and administer a Development Agreement between the City of North Bend and PJO NW Development LLC.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 1, 2025	AB25-029 - Pulled	
May 20, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH BEND AND PJO NW DEVELOPMENT, LLC AND AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER THE SAME

WHEREAS, RCW 36.70B.170 and North Bend Municipal Code (“NBMC”) Section 18.27.010 authorize the City to enter into a development agreement with a person having ownership or control of real property within its jurisdiction; and

WHEREAS, PJO NW Development, LLC (“PJO”) on behalf of Albert Lee III has submitted a Land Use Application to the City and has informed the City of its intent to purchase, own, control and develop approximately four acres of property zoned Neighborhood Mixed Use (“NMU”), located in the City of North Bend along SE North Bend Way (“Project”); and

WHEREAS, development of the property is an excellent opportunity for frontage improvements consistent with the Complete Streets Corridor Plan Program and will likely prompt redevelopment nearby; and

WHEREAS, the Project will create retail and commercial opportunities and will provide for the construction and future sale of housing to support the City’s housing goals; and

WHEREAS, per the details in the Development Agreement this Agreement shall terminate upon Developer’s abandonment of development of the Property. Developer shall be deemed to have abandoned development of the Property if the Developer does not submit a completed Site Plan Application consistent with NBMC 18.14.040 and 20.02.003 with Land Use Application demonstrating ownership approved by the City within nine (9) months of the Development Agreement’s effective date; or if no building permit for construction of the Site Plan is submitted to the City within five (5) years of the Development Agreement’s effective date, provided that Developer may extend the deadline for filing upon additional payment to the City; 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 proposed Development Agreement between the City and PJO on February 19, 2025, and recommended approval of that Development Agreement following the public hearing; and

WHEREAS, the Community and Economic Development Director confirms that the application for the Development Agreement is consistent with NBMC 18.27.030;

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 hereby approves the Development Agreement between the City of North Bend and PJO NW Development LLC, substantially in the form attached hereto as Exhibit A, in a final form acceptable to the City Attorney, 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 20TH DAY OF MAY, 2025.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH
BEND AND PJO NW 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 PJO NW Development, LLC and/or assignees for parcel numbers 102308-9057, 102308-9052, 102308-9032 and 102308-9049 (hereafter referred to as “Developer”), on the date indicated below for the purpose of constructing up to 56 townhomes and a minimum of 9,500 square feet of commercial frontage and cooperating and coordinating in the efficient processing of property development proposal(s) submitted to the City by Developer.

RECITALS

1. Developer own or control certain real property located within the City’s municipal boundary and which is more fully described in the attached Attachment “B” (hereinafter referred to as the “Property”).

2. The Property is zoned Neighborhood Mixed Use (NMU), and the development proposal contemplated by this Agreement is to construct a minimum of 9,500 square feet of commercial buildings along North Bend Way and 56 townhome units which will include parking, open space, street frontage, utility connections, landscaping, stormwater facilities and adherence to all other municipal code requirements (“Projects”).

3. The City recognizes Developer is requesting a deviation from the current zoning code restriction set forth in North Bend Municipal Code (NBMC) Table 18.10.030 (Table of Permitted and Conditional Uses, Row 1.54), which provides that only upper floor residential dwelling units are allowed, to allow for residential use of the ground level floor. Due to the significant depth of the site, the Developer’s proposal seeks to provide for buildings devoted for commercial use along the parcel’s entire frontage on North Bend Way, with residential townhome units extending to the ground level floor located behind the commercial frontage use as depicted in the Preliminary Site Plan included in Attachment A.

4. Developer will adhere to all guidelines and principles laid out in the updated North Bend 2024 Comprehensive Plan Update and NBMC except as expressly authorized in this Development Agreement.

5. The City recognizes Developer's proposal seeks to deliver upon the intent of the Comprehensive Plan and Zoning designations by providing several key public benefits, including: 1) increased housing stock and mid-entry point investment opportunities; 2) increased City revenue; 3) opportunity for new businesses and services for the community; 4) frontage improvements along SE North Bend Way; and 5) future trail connections.

6. The City is a Washington municipal corporation with land use planning and permitting authority over all land within its corporate limits.

7. 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).

8. Pursuant to RCW 36.70B.170 and 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.

9. 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 Developer and the City upon its approval by 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 five years unless it is extended or terminated as provided herein. Developer shall commence commercial construction and maintain active building permits by requesting regular, timely inspections prior to issuance of the second half of residential permits. If Developer has not commenced commercial construction and maintained active building permits by requesting regular, timely inspections after the City has issued 28 residential permits, no further residential permits will be permitted until Developer applies for and receives a clear and grade permit for the commercial development from the City. Developer expressly acknowledges this phasing requirement is essential to this Agreement and waives any claims, causes of actions, or lawsuits arising from chapter 64.40 RCW related to this phasing requirement.

Section 4. Public Health and Safety. Pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 5. Modification of Table 18.10.030, Table of Permitted and Conditional Uses, Row 1.54, of the North Bend Municipal Code. The City recognizes a deviation from the current zoning code restriction set forth in Table 18.10.030, Table of Permitted and Conditional Uses, Row 1.54, for this Property to allow up to 56 residential townhome units extending to the ground level floor. No other modification of the NBMC or the North Bend Comprehensive Plan is authorized by this Agreement. Developer shall be required to complete commercial frontage use as depicted in the Preliminary Site Plan included in Attachment A.

Section 6. Termination. This Agreement shall expire and be of no further force and effect if:

6.1 The Developer fails to submit a completed Site Plan Application including a Land Use Application form approved by the City within nine (9) months of the effective date of this Agreement, or fails to submit for a building permit within 5 years of the effective date of this Agreement.

6.2 The Project contemplated in this Agreement and in associated permits and/or approvals issued by the City is 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.

6.3 Developer does not construct the Project as contemplated by the Agreement and permits and approvals obtained for the Property, or submits applications for development of the Property that are inconsistent with this Agreement.

6.4 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 Developer'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.

6.5 This Agreement shall terminate upon Developer's abandonment of development of the Property. Developer shall be deemed to have abandoned development of the Property if:

- (1) A complete application for a Site Plan consistent with NBMC 18.14.040 and 20.02.003 has not been received by the City within nine (9) months of the Effective Date of this Agreement consistent with NBMC 18.13.020(E), provided that Developer may extend the deadline one time for filing a Site Plan application for an additional ninety (90) days upon a non-refundable payment of \$25,000 to the City before the nine (9) month deadline for filing this application expires. Failure to timely comply with the complete application submittal for a Site Plan consistent with NBMC 18.14.040 and 20.02.003 will terminate the Agreement.
- (2) If Developer timely completes a Site Plan application consistent with NBMC 18.14.040 and 20.02.003 and then fails to submit a complete application for a building permit for construction to the City within five (5) years of the Effective Date, then this Agreement will terminate.

Section 7. 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 8. 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 Developer 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 9. 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 10. 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 11. 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 12. Inconsistencies. If any provisions of the NBMC are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 13. Recording. Developer shall record, against the real property described in Attachment A, a fully executed copy of this Agreement with the King County Auditor, pursuant to RCW 36.70B.190 within four (4) months after the Effective Date, whichever date is first, and shall provide the City with a conformed copy of the recorded document within ten (10) days of recording.

Section 14. 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 15. Assignment. Developer may assign this Agreement as part of a real estate transaction or financing agreement, whereupon all Agreement rights and obligations shall be binding on and inure to the benefit of assignee.

Section 16. Amendments. This Agreement may only be amended by mutual agreement of the parties, and only after approval of the North Bend City Council.

Section 17. Entire Agreement. This document contains the entire agreement between the parties with respect to the subject matter of the Agreement.

Section 18. 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 19. Indemnification. Each party shall protect, defend, indemnify and hold harmless the other party and their officers, agents, and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever (“Claims”), which are caused by or result from any negligent act or omission of the party’s own officers, agents, and employees in performing obligations pursuant to this Agreement. Each party shall retain the right to select its own counsel for such defense. In the event of concurrent negligence, each party shall indemnify and hold the other party harmless only to the extent of that party’s negligence.

Section 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 the date of 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:

CITY: City of North Bend

Attn: _____

920 SE Cedar Falls Way, North Bend, WA 98045

Phone: _____

Email: _____

DEVELOPER: PJO NW Development, LLC

Attn: Philip O'Sullivan

Title: _____

Address: 17837 1st Ave S, #428, Normandy Park, WA 98148

Contact Phone: 253-223-0040

phil@pjoholdings.com

Either party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above.

Section 26. No Third-Party Beneficiary. Unless expressly provided for herein, nothing in this Agreement is intended to create any third-party beneficiary relationships.

Section 27. 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:

CITY OF NORTH BEND

**DEVELOPER:
PJO NW DEVELOPMENT, LLC**

Mary Miller, Mayor

Name: _____

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Kendra Rosenberg, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2024, did personally appear before me, the undersigned Notary Public in and for the State of Washington, _____, who is known to me or produced satisfactory evidence that s/he is the person that executed the foregoing Development Agreement, and acknowledged that s/he signed the Agreement as his or her free and voluntary act for the uses and purposes mentioned therein.

GIVEN under my hand and official seal this ____ day of _____, 2024.

Print name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2024, did personally appear before me, the undersigned Notary Public in and for the State of Washington, _____, who is known to me or produced satisfactory evidence that s/he is the person that executed the foregoing Development Agreement, and acknowledged that s/he signed the Agreement as his or her free and voluntary act for the uses and purposes mentioned therein.

GIVEN under my hand and official seal this ____ day of _____, 2024.

Print name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
Commission expires: _____

ATTACHMENT "B"
Legal Description

PARCEL A:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 614 FEET NORTHEASTERLY OF THE QUARTER CORNER BETWEEN SECTIONS 10 AND 15, SAID TOWNSHIP AND RANGE, SAID POINT BEING THE SOUTHWEST CORNER OF THE WOODMAN OF THE WORLD CEMETERY, AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NUMBER 225152; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SATE ROAD NO. 2, 671 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF A TRACT CONVEYED TO CHARLES L. GENSON AND ETHEL I. GENSON, HIS WIFE, BY DEED RECORDED JANUARY 17, 1926, IN VOLUME 1314 OF DEEDS, PAGE 567, UNDER [RECORDING NUMBER 2200038](#), 414 FEET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID GENSON TRACT, 103 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE NORTHWESTERLY LINE OF SAID GENSON TRACT, 414 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF SAID ROAD; THENCE NORTHWESTERLY ALONG SAID ROAD 103 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 8 EAST W. M., IN KING COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 614 FEET NORTHEASTERLY FROM THE QUARTER CORNER BETWEEN SECTIONS 10 AND 15 IN TOWNSHIP 23 NORTH, RANGE 8 EAST, W. M., IN KING COUNTY, WASHINGTON, SAID POINT BEING THE SOUTHWEST CORNER OF THE WOODMEN OF THE WORLD CEMETERY, AS DESCRIBED IN INSTRUMENT BEARING RECORDING NUMBER 225152; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF THE US HIGHWAY NO. 10 A DISTANCE OF 521.25 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTHWESTERLY ALONG SAID HIGHWAY 45.75 FEET TO THE MOST SOUTHERLY CORNER OF A TRACT OF LAND CONVEYED TO ALBERT LARSON BY DEED BEARING RECORDING NUMBER 2814766; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LARSON TRACT, A DISTANCE OF 414 FEET, MORE OR LESS TO THE NORTHEASTERLY LINE OF SAID LARSON TRACT PROJECTED SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID PROJECTED LINE A DISTANCE OF 45.75 FEET; THENCE SOUTHWESTERLY AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LARSON TRACT 414 FEET MORE OF LESS TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL C:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ATTACHMENT "B"Legal Description

BEGINNING AT A POINT 614 FEET NORTHEASTERLY FROM THE QUARTER CORNER BETWEEN SECTIONS 10 AND 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, SAID POINT BEING THE SOUTHWEST CORNER OF THE WOODMAN OF THE WORLD CEMETERY AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NUMBER 225152;
 THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF UNITED STATES HIGHWAY NO 10, A DISTANCE OF 521.25 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;
 THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO THE NORTHWESTERLY LINE OF A TRACT CONVEYED TO CHARLES L GENSON AND ETHEL I GENSON, HIS WIFE, BY DEED FILED JANUARY 17, 1926 AND RECORDED UNDER [RECORDING NUMBER 2200038](#) A DISTANCE OF 414 FEET;
 THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID GENSON TRACT, 173.25 FEET, MORE OR LESS, TO A POINT ON SAID NORTHEASTERLY LINE 58.5 FEET NORTHWESTERLY FROM THE NORTHEAST CORNER;
 THENCE SOUTHWESTERLY PARALLEL TO THE NORTHWESTERLY LINE OF SAID GENSON TRACT 414 FEET TO THE NORTHEASTERLY LINE OF UNITED STATES HIGHWAY NO. 10;
 THENCE NORTHWESTERLY ALONG SAID HIGHWAY 173.25 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL D:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE WOODMAN OF THE WORLD CEMETERY IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;
 THENCE NORTH 500 FEET;
 THENCE NORTHWESTERLY 58.5 FEET;
 THENCE SOUTHWESTERLY 414 FEET;
 THENCE SOUTHEASTERLY ALONG THE NORTH MARGIN OF COUNTY ROAD 348 FEET TO POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT THE SOUTHEAST CORNER;
 THENCE NORTHWESTERLY ALONG THE COUNTY ROAD 268 FEET;
 THENCE NORTHEASTERLY AT RIGHT ANGLES 150 FEET;
 THENCE SOUTHEASTERLY AT RIGHT ANGLES 160 FEET, MORE OR LESS, TO THE EAST LINE OF THE ABOVE DESCRIBED TRACT;
 THENCE SOUTH TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





DATE: May 20, 2025

TO: North Bend City Council

FROM: James Henderson, Community and Economic Development Director

SUBJECT: Mountain View Townhomes and Commercial Development: Response to April 22 Work Study Questions

At the April 22, 2025, City Council Work Study discussion of the Mountain View Development Agreement, Councilmembers requested answers to the following questions to assist in their consideration of the development agreement at the May 20 Council meeting.

- Question 1: What is the long-term revenue forecast for the development versus other potential commercial uses that is allowed by the zoning for the property?
- Question 2: What is the projected cost to serve the development?

Q1: What is the Long-Term Revenue Forecast for Mountain View vs Alternative Uses?

While trying to determine the long-term revenue forecast for the project is difficult due to several unknown variables such as project completion timeline and tenant mix for the commercial portion of the project, we can provide a comparative analysis of alternative uses based on current businesses along North Bend Way and within North Bend.

The proposed development is located within the Neighborhood Mixed Use (NMU) Zone on North Bend Way. NMU allows retail and office uses as well as light-industrial, manufacturing, and service uses including storage facilities, construction company yards, industrial equipment sales, and landscape supply (see NBMC 18.10.030 for the full list of permitted uses). The property is located about a mile from downtown and is not adjacent to a freeway interchange or a major intersection. Therefore, the property's ability to support retail development is limited to the immediate frontage. Light-industrial businesses along with self-storage uses, which already occur throughout the NMU Zone, are likely to continue.

To provide a viable comparison of the alternative uses to the proposed Mountain View project, the analysis examines current businesses within the City of North Bend that are allowed within the NMU Zone. Based on the analysis below, the Mountain View project provides highest property valuation and city revenue. Over ten years, the estimated property tax revenue to the city from the Mountain View project is over \$290,000.

Business	Property Valuation	North Bend Annual Property Tax Revenue	Property Square Footage	Annual Property Tax Revenue/SF
Fury Site Works	\$1,400,500	\$1,249	103,673 SF	\$0.01/SF
Rainier Asphalt	\$1,611,500	\$1,437	156,810	\$0.01/SF
FCI Self Storage	\$5,072,500	\$4,524	139,827	\$0.03/SF
Devon Self Storage	\$10,824,200	\$9,655	266,351	\$0.04/SF
Mountain View*	\$31,200,000	\$27,830	185,292	\$0.15/SF

*Estimated

Q2: What is the Projected Cost to Serve the Proposed Development?

Table 1: Residential and Commercial Revenue and Expense Impact to the General Fund.

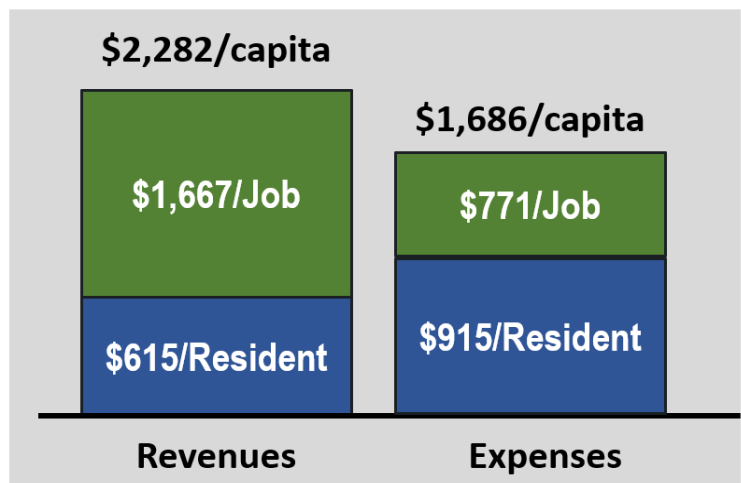


Table 1 is from the 2024 Fiscal Sustainability Study that shows the impact to the city’s general fund from residential and commercial development.

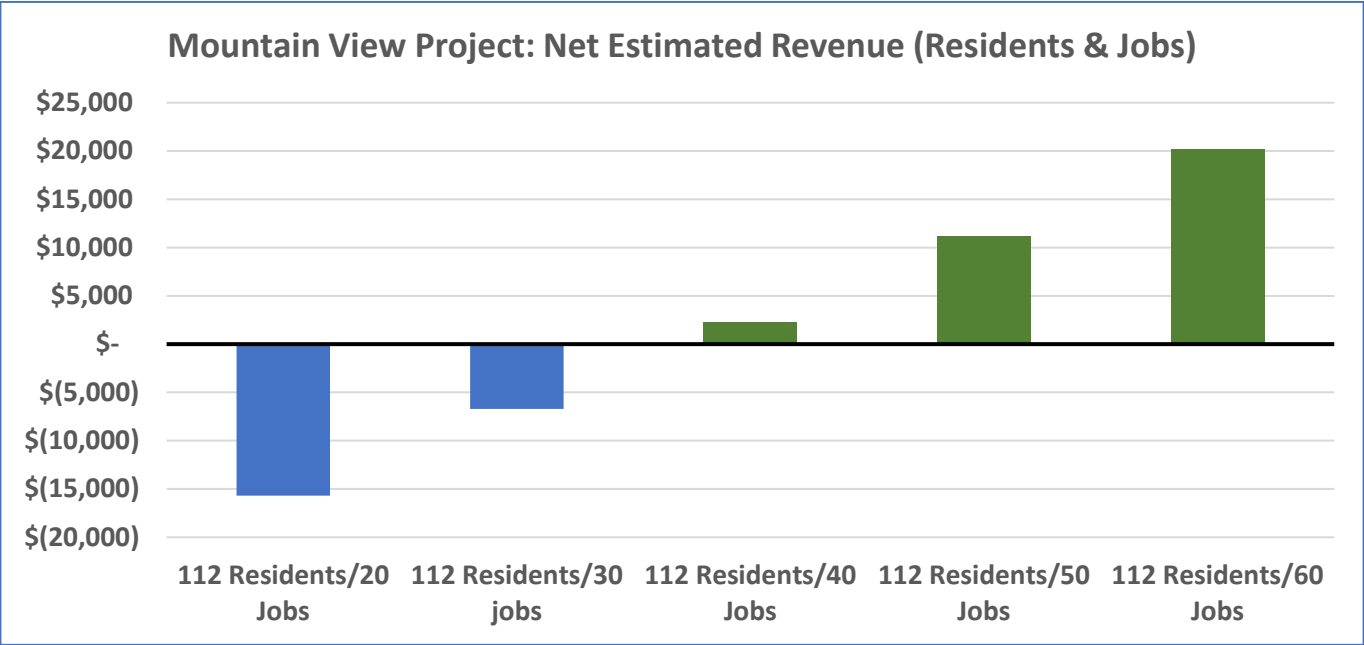
Net Fiscal Impact to City of North Bend:

- Resident: (\$315): Provides a net negative fiscal benefit to the city.
- Job: \$896: Provides a net positive fiscal benefit to the city.

Using the Table 1 estimates for net fiscal benefit to the city per resident and job, Table 2 calculates the revenue and expenses for the city to serve the residential and commercial components of the Mountain View project. The model assumes two residents per household (56 total households) for a total of 112 residents at full buildout.

For the project to be net fiscal neutral or positive to the city, approximately 35 to 40 jobs are needed based on 112 residents. Therefore, to make the project net revenue positive, job generating businesses will need to be attracted to the commercial development portion of the project. These types of businesses would ideally include office, light-industrial, or specialized professional services (legal, architecture, consulting, medical) that create highly paid positions. These positions would in turn add to the economic impact of project and city overall and eventually attract additional retail businesses to serve the additional workers and residents.

Table 2: Mountain View Project: Net Estimated Revenue





**Staff Report and Planning Commission Recommendation for
the Development Agreement with PJO NW Development for Mountain View Mixed
Use**

Meeting Date: February 19, 2025

Proponent: PJO NW Development

Staff Recommendation: A Motion to recommend City Council approval of a Development Agreement with PJO NW Development for development of parcels 102308-9057, -9052, -9032 and -9049 of approximately 4.2 acres, zoned Neighborhood Mixed Use (NMU), located on SE North Bend Way.



I. Purpose of proposed development agreement:

The City is proposing to enter into a Development Agreement (DA) PJO NW Development for development of a property at King County parcel numbers 102308-9057, -9052, -9032 and -9049 of approximately 4.2 acres, zoned Neighborhood Mixed Use (NMU), located at 1310 SE North Bend Way, 1330 East North Bend Way, 1350 East North Bend Way, and 1360 East North Bend Way.

A DA may be authorized under City Council approval pursuant to the process in North Bend Municipal Code Chapter 18.27.

PJO NW Development is requesting the following in DA:

- Allowance for first floor residential. The current zoning only allows second floor or above residential over ground level commercial. Due to the significant depth of the site, this proposal seeks to split the mix of uses horizontally rather than vertically. The project shall include commercial along the frontage of North Bend Way. The draft DA is attached.

PJO NW Development will submit for a complete application for the property, per the requirements of the North Bend Municipal Code, after City Council approval of the DA.

II. CONCLUSION AND STAFF RECOMMENDATION:

The property is an excellent development opportunity for the City of North Bend that would provide street frontage improvements consistent with Complete Streets, generate jobs and commercial opportunity, fee simple housing and amenities for North Bend residents, mid-level range housing close to downtown and with easy access to I-90. The development supports the City's 2024 Comprehensive Plan Housing Element by providing fee simple housing in the range of 50-80% AMI. Based on current rates impact fees are estimated at \$3.1M (with approximately \$638k as pass thru to the School District). Development of the property would assist North Bend's economic development goals 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. Development of this property will likely prompt other redevelopment nearby.

Notice of the Public Hearing was issued February 7, 2025. One comment was received suggesting a public road should be considered to connect the property to connect with the property to the north when it develops. Staff will further analyze this when the full application and traffic study are submitted but did consider this at the Pre Application and initially determined it was not necessary given the other two access points to that property from both North Bend Way and the existing terminus of NE 2nd Street (as extended).

City staff recommend approval of the new DA with PJO NW Development. Following consideration of any testimony that may be provided to you at the public hearing at your February 19, 2025, meeting, staff requests your recommendation to the City Council as to whether to approve the DA.

III. PLANNING COMMISSION RECOMMENDATION

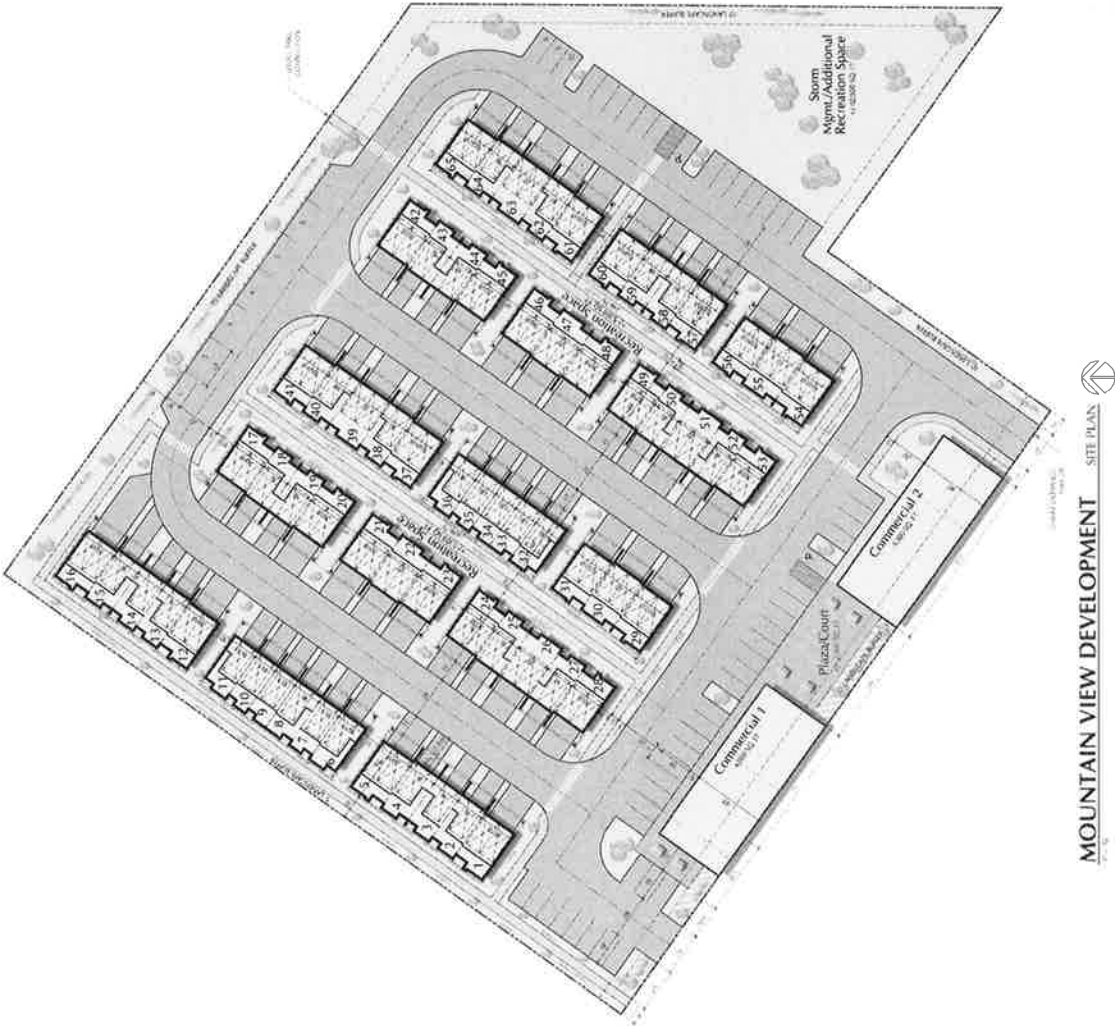
*Based on the findings above and public comments received, the North Bend Planning Commission recommends **approval** of Development Agreement with PJO NW Development.*

Exhibit 1: Mountain View Development Applicant Cover Memo

Exhibit 2: S1-S4 Site Plan, Imagery and Views Diagram

Exhibit 3: Public Comment received

DRAFT PJO NW Development Agreement (still under review with applicant and legal)



MOUNTAIN VIEW DEVELOPMENT SITE PLAN

MILBRANDT

820 Kirkland Way, Suite 202, Kirkland, WA 98033 • 425.452.7138 • WWW.MILBRANDTARCH.COM

Mountain View Development
North Bend, WA

PJO NW
Development

Colored Site Plan

S2

Date	1/29/25
Drawn By	AJC
Check By	
Sheet No.	



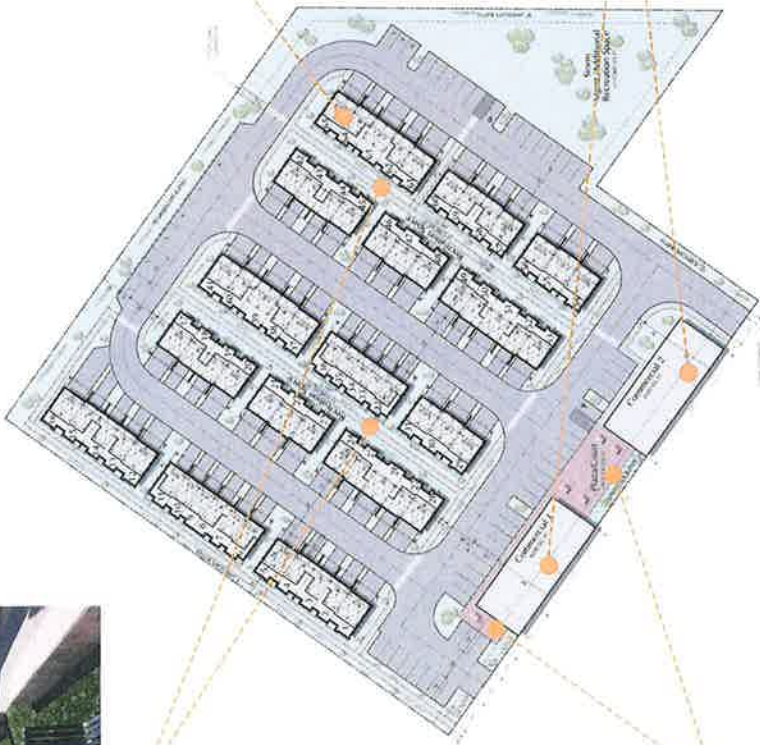
TOWNHOME DESIGN

- RENDERINGS THAT WILL SHOW IN PORTRAIT OR LANDSCAPE ORIENTATION
- RENDERINGS WITH AN EMPHASIS ON THE MATERIALS AND COLOR PALETTE THAT COMPLEMENT THE LOOK AND FEEL OF NORTH BEND



COMMERCIAL FRONTAGE

- SMALL SCALE SMALL STORY BUILDINGS ALONG THE CITY FRONTAGE THAT WILL COMPLEMENT THE COMMERCIAL FRONTAGE AND THE LOOK AND FEEL OF NORTH BEND



GREEN COURT/RECREATION SPACE

- GREEN COURTS ARE OPEN BUILDINGS THAT PROVIDE A PLACE FOR THE COMMUNITY TO GATHER AND ENJOY THE OUTDOORS



PLAZA/COURT

- PLAZAS AND COURTS ARE OPEN BUILDINGS THAT PROVIDE A PLACE FOR THE COMMUNITY TO GATHER AND ENJOY THE OUTDOORS

MILBRANDT

620 Kinkaid Way, Suite 202, Knapels, WA 98023 • 425.484.7136 • WWW.MILBRANDTARCH.COM

Mountain View Development
North Bend, WA

PJO NW
Development

Concept Imagery

DATE	12-18-24
DESIGNER	AJCC
SCALE	1/4" = 1'-0"

S3



MILBRANDT

620 Kirkland Way, Suite 202, Kirkland, WA 98033 • 425.484.7130 • WWW.MILBRANDTARCH.COM

Mountain View Development
North Bend, WA

PJO NW
Development

Views Diagram

Date: 12-10-24
Drawn By: AJCCY
Job No.:

S4

Scale:

----- Forwarded message -----

From: **Ewing Stringfellow** <queensboroughdevinc@gmail.com>

Date: Tue, Feb 18, 2025 at 3:07 PM

Subject: Mountain View Mixed Use Development Agreement

To: <planning@northbendwa.gov>

To Whom It May Concern:

It is important that a public road be planned for future fire and public access to and from the abutting north property when the need arises. Public easterly access to accommodate especially emergency vehicles must be planned for now through the proposed NMU 4.2 acre site. This would eliminate congestion and provide for future vehicle flow as properties are developed consistent with current zoning criteria.

Respectfully submitted,

Ewing Stringfellow



City Council Agenda Bill

SUBJECT:		Agenda Date: May 20, 2025	AB25-049
Motion Authorizing the Mayor to Provide the 18-Month Notice to Terminate the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services Cost Impact: \$2,835,674 Fund Source: General Fund Timeline: by May 20, 2025	Department/Committee/Individual		
	Mayor Mary Miller		X
	Interim City Administrator – Bob Larson		X
	City Attorney – Kendra Rosenberg		
	City Clerk – Susie Oppedal		
	Administrative Services – Lisa Escobar		
	Comm. & Economic Development – James Henderson		
	Finance – Martin Chaw		X
	Public Works – Mark Rigos		
	Information Technology – Phillip Davenport		
Attachments: 2019 ILA (April 16, 2019): Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services Renewal Interlocal Agreement dated May 14, 2019 (Contract #2019-19). 2019 ILA Amendment #1 (January 18, 2023): Amendment No. 1 to the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services Renewal Interlocal Agreement dated May 14, 2019 (Contract #2019-19 – Amendment #1). 2025 Renewal ILA (January 1, 2025): Renewal agreement, effective January 1, 2025, for police services provided by the City of Snoqualmie to North Bend for the period January 1, 2025 to May 31, 2025. Notice			
SUMMARY STATEMENT: On May 6, 2025, the City Council unanimously approved AB25-044, a motion authorizing the Mayor to negotiate an Interlocal Agreement with the King County Sheriff’s Office for the provision of future police services. As such, and following the City Council’s desire to enter into an Interlocal Agreement with the King County Sheriff’s Office for the future provision of police services, the City of North Bend must now provide formal notice to the City of Snoqualmie that it intends to terminate its existing Interlocal Agreement with Snoqualmie for police services. Pursuant to the Renewal Term set forth in Section II(A) of the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Service (“2025 Renewal ILA”), and Section 4 of the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services Renewal Interlocal Agreement dated May 14, 2019 (“ILA”), as amended, the City of North Bend intends to provide the required 18-month notice of termination effective May 31, 2025. The cities of Snoqualmie and North Bend engaged in good faith discussions for the term of the 2025 Renewal ILA and were unable to agree on terms for a future agreement. Accordingly, pursuant to the terms of the ILA and 2025 Renewal ILA, Snoqualmie will continue to provide police services for the next 18 months and North Bend will compensate Snoqualmie for the cost of such police services consistent with the terms of the ILA and 2025 Renewal ILA. Police services thereafter will be provided by the King County Sheriff’s Office.			
APPLICABLE BRAND GUIDELINES: Consistent Delivery of Quality Basic Services			
COMMITTEE REVIEW AND RECOMMENDATION: N/A.			
RECOMMENDED ACTION: MOTION to approve AB25-049, authorizing the Mayor to provide the 18-month notice of termination of the ILA with Snoqualmie for police services.			

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 20, 2025		

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH BEND AND THE
CITY OF SNOQUALMIE FOR POLICE SERVICES**

THIS RENEWAL INTERLOCAL AGREEMENT FOR POLICE SERVICES

(Renewal Agreement) is entered into between the City of North Bend, a Washington municipal corporation (North Bend) and the City of Snoqualmie, a Washington municipal corporation (Snoqualmie) and effective as provided herein.

I.

RECITALS

A. North Bend and Snoqualmie are each authorized under Washington law to form and operate a police department.

B. The Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform.

C. Snoqualmie has previously formed and currently operates the Snoqualmie Police Department (SPD).

D. North Bend currently contracts with Snoqualmie for the provision of police services under the terms and conditions of that certain Interlocal Agreement for Police Services dated September 10, 2012, as amended by First Amendment dated May 13, 2013 and Second Amendment dated April 13, 2015 (collectively “the Original Agreement”).

E. North Bend and Snoqualmie wish to renew the Original Agreement under the terms and conditions of this Renewal Agreement (“Renewal Agreement”).

F. Snoqualmie wishes to provide police services to North Bend on the terms and conditions set forth in this Renewal Agreement.

G. North Bend has requested a fixed annual fee schedule, including operating costs, in consideration of which Snoqualmie has required a five-year minimum term, and eighteen months’ notice of intent from either party to terminate as the sole means of termination.

H. The parties intend that Snoqualmie be compensated as nearly as possible for its actual costs of providing police services to North Bend and there shall be neither profit nor subsidy in the rates for such services.

I. The parties enter into this Renewal Agreement in consideration of the mutual covenants and promises set forth in this Renewal Agreement, the mutual benefits to be derived by each and in the exercise of authority granted by the Interlocal Cooperation Act.

II

RENEWAL AGREEMENT

1. **Police Services.** Snoqualmie shall provide to North Bend the premises, supplies, equipment and personnel to deliver all necessary and customary police services (Services), including the following:

a. **Coverage.**

i. **Minimum Dedicated Officer(s).** Provide a minimum of one (1) officer on duty within the corporate limits of North Bend at all times (24 hours per day, 365 days per year), subject only to necessary priorities caused by critical concurrent calls for service. “Critical concurrent calls for service” mean those calls requiring a response by a North Bend officer(s) to a Snoqualmie incident under the Snoqualmie Police Department Standard Operation Procedures to protect officer safety.

ii. **Patrol Shifts.** Patrol shifts will be scheduled so there is sufficient overlap for shift change in order to ensure that an officer coming on-shift has completed any administrative tasks and is actually on patrol prior to the completion of the shift by the officer going off-shift.

b. **Staffing.** Under the Original Agreement, Snoqualmie hired nine (9) full-time equivalents (FTEs) consisting of eight (8) full-time police officers and one (1) records administration position; provided, any Snoqualmie police officer may be assigned to work in North Bend. As part of this Renewal Agreement, Snoqualmie has requested and

North Bend has agreed to pay for an additional two and one-half (2.5) FTEs consisting of (1) two Sergeants provided that such Sergeants are assigned to patrol in North Bend when not performing general supervisory duties and provided further, that Snoqualmie maintains a minimum staffing level of four (4) sergeants; and (2) 50% of a FTE Police Support Officer performing prisoner and court transport services so long as North Bend's prisoner population requires at least 50% of this FTE's services. "General supervisory duties" include creating work schedules for the officers, participating in officer performance reviews or providing command services during a critical incident and other supervisory duties normally associated with the police service.

i. Administration. Snoqualmie will provide administration through a Police Chief, Police Captain, Sergeants, Police Support Officer (PSO), Records Technician and Administrative Coordinators and any compensation for such positions is included in the annual fee set forth in Section 5 of this Renewal Agreement.

ii. Consultation. Snoqualmie will consult with the North Bend City Administrator on proposed hires but shall retain sole decision-making authority.

c. Service and Assigned Duties. Assigned personnel shall:

i. Conduct police patrols on both a regular and irregular basis or as specifically requested by North Bend, to include nightly business checks, foot patrol, bike patrol and an emphasis on patrols to target problems areas;

ii. Respond immediately and appropriately to all calls for service, subject only to priorities caused by critical concurrent calls for service; provide backup for a North Bend responding officer from officers patrolling in Snoqualmie, if necessary; and implement the community-based policing model in North Bend;

- iii. Investigate criminal activity and suspected criminal activity;
- iv. Enforce traffic codes as necessary, including spot radar enforcement and the use of radar “speed trailers” to alert drivers of speed limits;
- v. Cooperate with North Bend’s Prosecutor and Public Defender in the administration of the criminal justice system as part of the prosecution of misdemeanors and infractions including attending court proceedings;
- vi. Provide vacation house checks when requested;
- vii. Advise North Bend officials of situations encountered by patrol officers that may affect the health, safety and welfare of residents and visitors, including inadequate, missing or damaged traffic or safety signs and hazardous roadway conditions;
- viii. Advise North Bend officials of the need for new ordinances or revisions to existing ordinances to address changes in state legislation and/or law enforcement concerns;
- ix. Assist the North Bend City Administrator and Mayor in preparing response to queries from County, State, local and other jurisdictions in matters relating to law enforcement needs and activities, jail facilities, reports and similar matters;
- x. Maintain close liaison with North Bend officials concerning law enforcement matters;
- xi. Attend and provide security at North Bend City Council meetings. Also attend as requested and appropriate, Council Committee meetings, Community Events, management team meetings, and other related meetings;
- xii. Provide other law enforcement services currently routinely performed by the Snoqualmie Police Department for the City of Snoqualmie, as well as those other law

enforcement services typically provided by a city police or public safety department for a city the size of North Bend including without limitation all necessary supervisory services; response to emergencies such as floods, windstorms and snows that result in the closure of I-90; all necessary traffic controls on North Bend streets resulting from such I-90 closures. "Other law enforcement services" provided under this this subparagraph shall include enforcement and administration of North Bend's False Alarm Ordinance commencing at such time when North Bend has revised its False Alarm ordinance to be substantially consistent with the requirements and procedures contained in Snoqualmie's False Alarm Ordinance Chapter 9.08 SMC. If North Bend so revises its False Alarm ordinance, Snoqualmie's costs incurred in administering the revised False Alarm Ordinance shall be included in the fees paid pursuant to Section 5, below.

xiii. Provide extended Community Oriented Policing services including crime prevention, facility tours, safety training for city staff, residents and businesses and home owner associations, school and day care presentations, bicycle safety rodeo, prescription drug disposal service, and participation in Chamber of Commerce and/or other business associations;

xiv. Coordination of and transport of inmates for booking into the Issaquah Jail and other jail(s) designated by North Bend and transport to court proceedings;

xv. Assist victims and witnesses at crime scenes;

xvi. Preserve crime scenes;

xvii. Retain evidence; and

xviii. Maintain all original North Bend police reports and related documentation and records at the Snoqualmie Police Station and make the same available upon request

in accordance with state law. Public records requests made for issues related to police services in North Bend will be processed through the North Bend public records request procedure and forwarded to the Snoqualmie Police Records section for the appropriate response within required timelines.

d. Investigations.

i. As is common for a city the size of North Bend, the police officer who responds to a call for service will see that incident through to its resolution including completing most investigations.

ii. Complex investigations that may require the officer's full-time attention for an extended period of time will be addressed on a case by case basis. In order to maintain consistent patrol presence, a North Bend officer may be temporarily assigned to investigations and that officer's position will be backfilled with additional patrol personnel.

iii. Crimes that require an immediate need for additional officers and investigators will receive a response from the Coalition of Small Police Agencies (CSPA) and the Major Crimes Task Force (MCTF). The MCTF is comprised of one Commander, three Incident Scene Commanders and fifteen Detectives. MCTF personnel will be selected from the twelve or more participating police agencies that comprise CSPA based upon their experience, skill set and ability to work in a task force environment. The purpose of the MCTF is to assist the requesting CSPA agency with the initial investigation with as many investigators as necessary and gradually reduce that staffing level to the point where the requesting agency is utilizing their own investigators.

iv. Should a crime occur within the city limits of North Bend that requires the MCTF, the Snoqualmie Police Department (“SPD”) will be in command of the investigation. The parties will develop protocols for responding to media inquiries. North Bend officials will be kept apprised of all events and will assist in coordinating press releases utilizing the SPD Public Information Officer.

e. Prosecution Legal Services. The SPD Records Department will coordinate the filing of traffic infractions and misdemeanor cases with the North Bend Municipal Court operating in Issaquah or such other court as designated by North Bend, and with the North Bend Prosecutor’s Office. Prosecution and Public Defender services will be provided by North Bend, at its sole expense.

f. Additional Services. Provide any extraordinary police services through contract with outside agencies after North Bend’s prior approval for such contract services, which will be billed to North Bend in the amount for which Snoqualmie is billed for such services, provided, however, if in emergency circumstances exist which immediately affect public safety, the prior approval of North Bend shall not be required.

g. Community Events. Provide extra police personnel for patrolling or other duties, if required as determined by the Snoqualmie Police Chief and if first authorized by the Mayor or City Administrator of North Bend, for those recurring community events in North Bend as established in the calendar years 2017 and 2018, at no additional charge except as provided herein. If North Bend requests coverage for a significant, new community event not conducted in 2017 and 2018, and North Bend Mayor and City Administrator authorize and the Snoqualmie Police Chief determines in his or her reasonable discretion that such new community events require police presence in addition

to the officers assigned to North Bend under this Agreement, the parties will negotiate the cost of coverage as provided in Section 2, below. If North Bend elects to reduce its level of police service to less than seven (7) police officers pursuant to Section 2, below, North Bend will be billed at the standard or overtime hourly rate of the officers utilized for such community events, as applicable; provided that if such regularly scheduled community events allow for advance shift scheduling during regular North Bend hours, (e.g. Festival of Mt. Si and the North Bend Block Party), North Bend shall pay standard hourly rates only (rather than overtime) for such services.

h. North Bend Vehicle Marking. SPD vehicles assigned to North Bend shall be marked, in addition to other markings identifying the Snoqualmie Police Department vehicle as serving “North Bend.” Uniforms shall be marked with the patch, existing on the date of execution of this Agreement which includes designation of “North Bend.”

2. Change in Scope of Services and Compensation.

This Renewal Agreement covers the current corporate limits of North Bend and will support existing North Bend municipal criminal codes, ordinances and policies. In the event that future annexations, significant population growth or significant changes in State of Washington or North Bend criminal codes substantially impair the ability of Snoqualmie to deliver the services described in Section 1 of this Renewal Agreement, or in the event North Bend requests a significant change in the level of service provided therein, the parties agree to meet to negotiate in good faith pursuant to the following process:

- a. Changes Due to Annexation or Ordinance Enactment. In the event that a projected annexation or ordinance enactment by North Bend would significantly impact service

delivery and accordingly the compensation provided under this Agreement, North Bend will endeavor to provide prior notice to Snoqualmie and the parties will meet in good faith to negotiate appropriate changes in this Renewal Agreement. Snoqualmie may also trigger such negotiations if it finds a significant change in circumstance has impacted service delivery.

- b. Change in State or Federal Law. The parties understand that changes in state or federal law may also impact the requirements of delivery of police service and its actual cost and either party may initiate negotiation for changes in this Renewal Agreement required to address unanticipated and significant burdens created by changes in state or federal law.
- c. Changes in Service Level Initiated by North Bend. Nothing in this Renewal Agreement limits the legislative discretion of the North Bend City Council to initiate a change in the manner in which it exercises its police powers. In order to provide for an orderly coordination with each party's budget process, changes in service level shall be undertaken in accord with the following process:

At any time, North Bend may provide 240 days' notice to change the level of service established in Section 1 and Compensation levels in Section 5; provided that the parties agree North Bend shall not reduce the police officer level of service to less than 6 police officers. The reduction in the Compensation shall be equal to \$157,100.00 per officer for 2019. This amount shall be increased annually by the same percentage increase in the annual rates described in Section 5 of this Renewal Agreement.

d. “Actual Cost.” The guiding principle in the parties’ establishment of the compensation levels in Section 5 and in any renegotiation triggered by this Section is the parties’ intent to set compensation levels using “actual cost.” “Actual cost” is a reasonable approximation of actual costs per officer and support staff described in Section 5 with neither a profit nor a loss to Snoqualmie. The use of actual cost will be central to the good faith negotiations of the parties.

e. Preservation of Legislative Discretion. In order to preserve the legislative discretion of the Snoqualmie and North Bend City Councils over their respective budgets and policy standards, the arbitration clause set forth in Section 10(c) is limited to the interpretation and implementation of the existing Agreement. The arbitrator shall have no authority to adjust the service delivery standards of Section 1 nor the compensation levels set by Section 5 of this Renewal Agreement for any future renewal form.

3. Term /Renewal.

a. Term. This Renewal Agreement shall be effective for a term commencing in the date of execution of this Agreement by the parties and continuing until December 31, 2024 unless terminated earlier pursuant to Section 4 (“Term”).

b. Renewal Term. The Term may be extended upon mutual agreement between the parties. If this Renewal Agreement is not terminated during the Term as described in Section 4, this Renewal Agreement shall automatically renew for one or more additional five (5) year periods based upon the same terms and conditions set forth in

this Renewal Agreement, except for adjustment of the annual fee, or as otherwise amended by mutual agreement of the parties (Renewal Term). The fee formula for any Renewal Term shall be negotiated as described in Section 5 “Compensation

4. Termination.

Either North Bend or Snoqualmie may terminate this Renewal Agreement during the Term or any Renewal Term upon eighteen (18) months’ prior notice commencing on or after full execution of this Renewal Agreement by delivering written notice to the other of its intent to terminate this Renewal Agreement. This is the sole method of termination for this Renewal Agreement. In the event of termination of this Renewal Agreement, the parties will work cooperatively to ensure the orderly transition of police services.

5. Compensation.

- a. Fee During Term. During the Term, North Bend shall pay Snoqualmie the following amounts in equal monthly installments as full payment for the Services:

	Annualized rate of
January 1, 2019 through December 31, 2019	\$1,860,916*
January 1, 2020 through December 31, 2020	\$1,963,266
January 1, 2021 through December 31, 2021	\$2,071,246
January 1, 2022 through December 31, 2022	\$2,185,164
January 1, 2023 through December 31, 2023	\$2,305,348
January 1, 2024 through December 31, 2024	\$2,432,143

*2019 annualized rate of \$1,860,916 adjusted to reflect actual 2019 payments for January, February, March and any other month under the Original Agreement and made prior to final approval of this Renewal Agreement.

b. Information from Snoqualmie. At least twenty four (24) months prior to the expiration of the Term of this Renewal Agreement and thereafter, on or before September 1 during any Renewal Term, Snoqualmie will provide North Bend with a calculation of its fully loaded actual cost per officer and for support staff described in Section 5 (d) below for the preceding year plus any cost of living adjustments to be used to calculate the proposal for any subsequent Renewal Term. If North Bend disputes the cost as calculated by Snoqualmie, the dispute will be subject to dispute resolution described in Section 10 through mediation but shall not be cause for termination of this Agreement except in compliance with Section 4 of this Agreement.

c. Holdover Fee Formula. In the event that the parties are not able to agree and this agreement is terminated, the compensation level for any holdover period beyond that provided for above shall be the compensation set for the period commencing January 1, 2024 plus five percent (5%).

d. Intent of Parties: Compensation negotiation for renewal terms shall be based on the following assumptions:

1. Salary and benefit costs as well as the cost of fully equipping and training 6 to 8 police officers, 2 sergeants, and 1 records technician FTEs; provided, if Snoqualmie reduces its management staff below the current four (4) Sergeants and/or support staff below the current 2 records technicians, North Bend's allocation of such staff and cost will be reduced pro rata.
2. Salary and benefit costs as well as the cost of fully equipping and training

50% of 1 police support officer; provided that if Snoqualmie reduces this position to less than full time, North Bend's allocation shall be reduced pro rata.

3 Twelve percent (12%) of the salary and benefit costs of the Snoqualmie Chief and Captain provided, if Snoqualmie reduces its management staff to less than the Chief and Captain, North Bend's allocation will be reduced pro rata.;

4. Dispatch Services paid to the City of Issaquah or other contract provider, which cost shall be divided among Snoqualmie and North Bend based upon North Bend and Snoqualmie's respective total number of calls for service;

5. A contribution to the Equipment Replacement Repair Fund (ERRF) described in Section 6 of this Renewal Agreement, in an amount necessary to replace the total number of patrol vehicles North Bend has approved after the expiration of the vehicles' useful life (currently four police vehicles and 50% of a prisoner transport van).

6. Fuel, repair and insurance costs for North Bend vehicles;

7. Office Overhead. Office overhead is a term which includes costs associated with a facility including without limitation custodial costs, space rental costs, maintenance and repairs and property insurance. North Bend will provide office overhead for its assigned FTEs (excluding the Records Technician) at the North Bend City Hall and will charge no rental rate to Snoqualmie for such use. Correspondingly, Snoqualmie will provide other general overhead to the FTEs assigned to North Bend and shall not charge a separate fee to North Bend for such overhead except for any fee included in the compensation provided for in Section 5(a), above.

The parties intend that Snoqualmie be compensated as nearly as possible for its actual direct costs of providing police services to North Bend and there shall be neither profit nor subsidy in the rates for such services. Snoqualmie has certain costs associated with operating its police department which will continue with or without this Renewal Agreement and such costs shall not be considered “direct or indirect costs”. The foregoing fee assumptions are intended to capture direct costs to Snoqualmie associated with this Renewal ILA but not to subsidize Snoqualmie’s direct or indirect costs associated with operating the Snoqualmie Police Department.

6. Equipment Replacement and Repair Fund (ERRF).

- a. North Bend’s Purchase of Existing Patrol Vehicles. North Bend previously paid to Snoqualmie certain start-up costs including without limitation funds to purchase four (4) fully equipped patrol vehicles (“Patrol Vehicles”). The Patrol Vehicles have a useful life of approximately five to six years and Snoqualmie intends to sell the Patrol Vehicles purchased under the Original Agreement on or before December 31, 2021.
- b. North Bend’s Contribution for Police Vehicles. North Bend agrees to pay Snoqualmie two installments each of One Hundred and Fifty-Seven Thousand Five Hundred and Twenty-Five Dollars and NO/100 (\$157,525.00) on January 1, 2020 and on January 1, 2021 for the purpose of purchasing four (4) new fully loaded and equipped Ford Explorer SUVs and contributing 50% toward the purchase of a new prisoner transport van. The actual costs of the contribution shall be based upon factory purchase invoices Snoqualmie will provide to North Bend; provided, however, in no event shall North Bend’s total contribution for the replacement patrol vehicles and prisoner van exceed Three Hundred

Fifteen and Fifty Dollars and NO/100 (\$315,050.00).

- c. Creation of ERRF. Snoqualmie shall create a North Bend Equipment Replacement and Repair Fund in its budget (North Bend ERRF). The North Bend ERRF shall include a schedule for North Bend vehicles which will be listed by vin number and Snoqualmie will track the vehicle's useful life on this schedule. Funds deposited into the North Bend ERRF will be placed in an interest earning account. Snoqualmie shall deposit any proceeds from the sale of the Patrol Vehicles in the North Bend ERRF and shall further deposit Five Thousand Eight Hundred and Thirty-Three Dollars and 33/100 (\$5,833.33) a month from North Bend's monthly installments made under Section 5 of this Renewal Agreement into the ERRF. Funds from this North Bend ERRF may only be distributed for (i) the purpose of purchasing replacement North Bend police vehicles or contributing 50% toward the replacement of the prisoner transport van at the end of the Term of this Renewal Agreement (Replacement Vehicles") if North Bend elects to further renew this Renewal Agreement; or (2) distributed back to North Bend, with accrued interest, in the event North Bend elects to terminate during the Term of this Renewal Agreement or future Renewal Term.
- d. Title Transfer Upon Termination. In the event of termination pursuant to Section 4 of this Renewal Agreement, Snoqualmie shall transfer title of the North Bend police vehicles described in the North Bend EFR schedule; shall reimburse North Bend for its 50% contribution for the police transport van (adjusted for depreciation if such police transport van has been purchased at the time of termination); and shall further pay to North Bend any remaining balance plus accrued interest in the North Bend ERRF within ninety (90) days of such termination.

7. Indemnification.

The parties shall each indemnify the other as follows:

- a. Snoqualmie Indemnity. Snoqualmie shall protect, indemnify and save harmless North Bend, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Snoqualmie, its officers, employees and agents in performing this Renewal Agreement. Snoqualmie shall maintain insurance coverage through Washington Cities Insurance Authority or if Snoqualmie elects to change its insurance coverage such replacement insurance shall be in the same or greater amounts than the current WCIA coverage.
- b. North Bend Indemnity. North Bend shall protect, defend, indemnify and save harmless Snoqualmie, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts, errors or omissions of North Bend, its officers, employees or agents in performing this Renewal Agreement. North Bend shall maintain insurance coverage through AWC-RMSA or if North Bend elects to change its insurance coverage such replacement insurance shall be in the same or greater amounts than the current AWC-RMSA coverage.
- c. Survival of Indemnities. The provisions of this section shall survive the expiration or termination of this Renewal Agreement.
- d. Liability Related to North Bend Ordinances, Policies, Rules and Regulations. In executing this Renewal Agreement, the City of Snoqualmie does not assume liability or

responsibility for or in any way release the City of North Bend from any liability or responsibility which arises in whole or in part from the existence or effect of City of North Bend ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City of North Bend ordinance, policy, rule or regulation is at issue, the City of North Bend shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City of Snoqualmie, the City of North Bend, or both, the City of North Bend shall satisfy the same, including all chargeable costs and reasonable attorneys' fees.

- e. Actions Contesting Renewal Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Renewal Agreement and/or (ii) the legal authority of North Bend and/or Snoqualmie to undertake the activities contemplated by this Renewal Agreement. If both parties to this Renewal Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and such party shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided, any costs and expenses assessed by a court against both parties jointly shall be shared equally.

8. Law Enforcement Authority Conferred.

North Bend hereby confers upon all officers of the Snoqualmie Police Department assigned duty in North Bend all powers necessary to enforce North Bend codes, ordinances, policies and rules within the corporate limits of North Bend. North Bend may, at its option,

designate the Snoqualmie Chief of Police as the Police Chief for North Bend, provided that nothing herein shall be interpreted to allow North Bend to direct police personnel assigned under this Renewal Agreement nor to interfere in anyway with the SPD chain of command.

9. Administration of Personnel.

- a. All personnel assigned to North Bend shall be employed by the City of Snoqualmie and governed by Snoqualmie and SPD policies and rules. Recruitment, replacement, and performance of all personnel shall be in accordance with such rules and policies; provided, however, that Snoqualmie shall consult with the North Bend City Administrator regarding hiring decisions and North Bend may communicate performance issues regarding personnel assigned to North Bend to the Snoqualmie Police Chief or as appropriate to the Snoqualmie Mayor and/or City Administrator.
- b. Any change in the management or organizational structure of the Snoqualmie Police Department shall be fully disclosed to North Bend in advance of its initiation and the North Bend Mayor and/or City Administrator shall be entitled to provide opinions and recommendations in the selection of the Chief or senior command personnel should these positions turn over during the Term or any Renewal Term; provided, that the Snoqualmie Mayor and Snoqualmie Council shall retain the right to make final appointment recommendations and confirmation of these positions.

10. Dispute Resolution. Resolution of all disputes regarding the interpretation, performance or enforcement of this Renewal Agreement will use the following steps:

- a. Meet and Confer. The Mayors of Snoqualmie and North Bend and/or their designees, will meet and confer to discuss and attempt to resolve all issues arising under this

Renewal Agreement.

- b. Mediation. Prior to binding arbitration, the parties will submit any issue to mediation, unless both parties waive mediation. All fees and expenses for mediation shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
- c. Binding Arbitration. Except as provided herein, the parties will submit any issue not resolved by meeting and conferring and mediation to binding arbitration in lieu of any remedy through court action. Binding arbitration shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

11. Independent Contractor.

Each party to this Renewal Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Renewal Agreement shall make any employee of North Bend a Snoqualmie employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Snoqualmie employees by virtue of their employment. Nothing in this Renewal Agreement shall make any employee of Snoqualmie a North Bend employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded North Bend

employees by virtue of their employment. At all times pertinent hereto, employees of Snoqualmie are acting as Snoqualmie employees and employees of North Bend are acting as North Bend employees.

12. Notices.

Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Snoqualmie: City Administrator
 City of Snoqualmie
 P.O. Box 987
 Snoqualmie, WA 98065

To North Bend: City Administrator
 City of North Bend
 P.O. Box 896
 North Bend, WA 98045

13. Partial Invalidity.

Whenever possible, each provision of this Renewal Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Renewal Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

14. RCW 39.34 Provisions.

- a. This Renewal Agreement shall be administered by the respective City Administrators of the parties.
- b. No separate legal entity will be created for the provision on the Services.
- c. There will be no joint acquisition of real or personal property.
- d. This Renewal Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on Snoqualmie's and North Bend's respective web sites listed by subject matter.

15. General Provisions.

- a. This Renewal Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Renewal Agreement, provided, the recitals may be consulted to determine the intent of the parties as to any question which may arise.
- b. No provision of the Renewal Agreement may be amended or modified except by written agreement signed by the Parties.
- c. Any provision of this Renewal Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.
- d. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default
- e. The rights, duties, and obligations of either party to this Renewal Agreement shall not be assignable.

- f. This Renewal Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. Time is of the essence of this Renewal Agreement and each and all of its provisions in which performance is a factor.

DATED this 14 day of May, 2019.

CITY OF SNOQUALMIE

By:

Matthew R. Larson, Mayor

By direction of the City Council

Taken May 13, 2019
AB 19-040

Attest:

Jodi Warren, MMC
Jodi Warren, City Clerk

Approved as to Form:

Bob C. Sterbank
Bob Sterbank, City Attorney

CITY OF NORTH BEND

By:

Kenneth G. Hearing, Mayor

By direction of the City Council

Taken 4/16/19 - AB 19-065

Attest:

Susie Oppedal
Susie Oppedal, City Clerk

Approved as to Form:

Eileen M. Keiffer
Eileen M. Keiffer, City Attorney

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF
NORTH BEND AND THE CITY OF SNOQUALMIE FOR POLICE SERVICES**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT is entered into between the City of Snoqualmie, a Washington municipal corporation (“Snoqualmie”) and the City of North Bend, a Washington municipal corporation (“North Bend”).

WHEREAS, Snoqualmie and North Bend entered into a Renewal Interlocal Agreement for Police Services on May 14, 2019 (“Renewal Agreement”); and

WHEREAS, the Police Services include response to calls for service, including calls from individuals experiencing mental health crises and/or individuals suffering from mental health illness; and

WHEREAS, in order to provide a more effective crisis response and better management of social service needs of Snoqualmie and North Bend residents, Snoqualmie and North Bend desire to engage the services of a Behavioral Health Specialist; and

WHEREAS, in 2022, the Washington State Legislature awarded Snoqualmie a \$150,000 grant for a one-year pilot behavioral health coordinator program; and

WHEREAS, under the pilot program, Snoqualmie will hire a Behavioral Health Specialist - Community Responder to work in the Snoqualmie Police Department and serve both the City of Snoqualmie and City of North Bend communities; and

WHEREAS, it would serve the public interest to extend the position of Behavioral Health Specialist - Community Responder beyond the one-year pilot program, make it a permanent position within the Snoqualmie Police Department, and thereby allow the Behavioral Health Specialist – Community Responder to continue serving both the City of Snoqualmie and City of North Bend communities;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to amend the Renewal Agreement as follows:

A. Section 1(b) (“Police Services - Staffing”) is amended as follows:

Staffing. Under the Original Agreement, Snoqualmie hired nine (9) full-time equivalents (FTEs) consisting of eight (8) full-time police officers and one (1) records administration position; provided any Snoqualmie police officer may be assigned to work in North Bend. As part of this Renewal Agreement, Snoqualmie has requested and North Bend has agreed to pay for an additional two and one-half (2.5) FTEs consisting of (1) two Sergeants provided that such Sergeants are assigned to patrol in North Bend when not performing general supervisory duties and provided further, that Snoqualmie maintains a minimum staffing level of four (4) sergeants; and (2) 50% of a FTE Police Support Officer performing prisoner and court transport services so long as North Bend’s prisoner population requires

at least 50% of this FTE's services. Starting on July 1, 2023, North Bend agrees to pay for 50% of a FTE Behavioral Health Specialist – Community Responder. "General supervisory duties" include creating work schedules for the officers, participating in officer performance.

- i. Administration. Snoqualmie will provide administration through a Police Chief, Police Captain, Sergeants, Police Support Officer (PSO), Behavioral Health Specialist – Community Responder, Records Technician and Administrative Coordinators and any compensation for such positions is included in the annual fee set forth in Section 5 of this Renewal Agreement.
- ii. Consultation. Snoqualmie will consult with the North Bend City Administrator on proposed hires but shall retain sole decision-making authority.

B. Section 1(c) ("Service and Assigned Duties") is amended to add the following:

xix. Behavioral Health Specialist – Community Responder will respond to 911 calls for service; conduct biopsychosocial assessments; plan, implement and coordinate services related to crisis response and social service needs; refer community members to appropriate resources; follow-up with community members; conduct home visits; and participate in community-wide events to promote public health and wellness.

C. Section 5(a) ("Compensation – Fee During Term") is amended as follows:

- a. Fee during Term. During the Term, North Bend shall pay Snoqualmie the following amounts in equal monthly installments as full payment for the Services:

	Annualized rate of
January 1, 2019 through December 31, 2019	\$1,860,916*
January 1, 2020 through December 31, 2020	\$1,963,266
January 1, 2021 through December 31, 2021	\$2,071,246
January 1, 2022 through December 31, 2022	\$2,185,164
January 1, 2023 through December 31, 2023	\$2,305,348 <u>\$2,346,723</u>
January 1, 2024 through December 31, 2024	\$2,432,143 <u>\$2,512,559</u>

*2019 annualized rate of \$1,860,916 adjusted to reflect actual 2019 payments for January, February, March and any other month under the Original Agreement and made prior to final approval of this Renewal Agreement.

D. Section 5(d)(2) (“Compensation – Intent of Parties”) is amended as follows:

d. Intent of Parties: Compensation negotiation for renewal terms shall be based on the following assumptions:

...

2. Salary and benefit costs as well as the cost of fully equipping and training 50% of 1 police support officer and, starting on July 1, 2023, 50% of 1 behavioral health specialist – community responder; provided that if Snoqualmie reduces this position to less than full time, North Bend’s allocation shall be reduced pro rata.

...

E. Effective Date. The Effective Date of this First Amendment is defined as the date on which all parties have signed this Amendment.

CITY OF SNOQUALMIE

By: Katherine Ross
Katherine Ross, Mayor

Date: December 22, 2022

Attest: Diana Dean
City Clerk

CITY OF NORTH BEND

By: Robert McFarland
Robert McFarland, Mayor

Date: 1/18/2023

Attest: Susie Oppedal
City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH BEND AND THE
CITY OF SNOQUALMIE FOR POLICE SERVICES**

THIS RENEWAL INTERLOCAL AGREEMENT FOR POLICE SERVICES (Renewal Agreement) is entered into between the City of North Bend, a Washington municipal corporation (North Bend) and the City of Snoqualmie, a Washington municipal corporation (Snoqualmie) with an effective date of January 1, 2025.

I. RECITALS

- A. The cities of North Bend and Snoqualmie are each authorized under Washington State law to form and operate a police department.
- B. The Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform.
- C. In 2012, North Bend and Snoqualmie entered into an Interlocal Agreement for the provision of police services ("Original ILA").
- D. In 2013, a First Amendment to the Original ILA was approved by North Bend and Snoqualmie.
- E. In 2015, a Second Amendment to the Original ILA was approved by North Bend and Snoqualmie.
- F. In 2019, a Renewal ILA was entered into by North Bend and Snoqualmie.
- G. On December 29, 2022, Snoqualmie provided formal notice to North Bend to renew the 2019 Renewal ILA, was scheduled to expire on December 31, 2024.
- H. In 2023, a First Amendment to the 2019 Renewal ILA was approved by North Bend and Snoqualmie.
- I. North Bend and Snoqualmie were unable to agree on terms for a new ILA prior to the expiration of the 2019 Renewal ILA on December 31, 2024.
- J. Both North Bend and Snoqualmie desire to preserve the relationship ensuring continued police services and fair and equitable reimbursement for the services provided.
- K. On January 7, 2025, North Bend passed Agenda Bill 25-003, a motion authorizing a renewal term, beginning January 1, 2025, and continuing until the earlier of (i) June 1, 2025 or (ii) the cities' approval of a new interlocal agreement for police services.

- L. The parties enter into this Renewal Agreement in consideration of the mutual covenants and promises set forth in this Renewal Agreement, the mutual benefits to be derived by each and in the exercise of authority granted by the Interlocal Cooperation Act.

II. RENEWAL AGREEMENT

- A. Pursuant to Section 3(b) all terms and conditions of the 2019 Renewal Interlocal Agreement and First Amendment to the 2019 Renewal Interlocal Agreement, except those amended in this Renewal Agreement, shall continue and remain in effect until the earlier of (i) June 1, 2025, or (ii) the approval of a new interlocal agreement for police services by the respective city councils of North Bend and Snoqualmie.
- B. North Bend and Snoqualmie agree to continue good faith discussions toward entering a new interlocal agreement.
- C. Section 5(a)(“Compensation – Fee During Term”) is amended as follows:
- a. Fee during Term. During the term, North Bend shall pay Snoqualmie the following amount in equal monthly installments as full payment for the Services:

	Annualized rate of
January 1, 2025 through May 31, 2025	\$2,835,674.00

Table 1: Monthly Amounts Due

Month	Amount Due
January 2025	\$236,306.17
February 2025	\$236,306.16
March 2025	\$236,306.17
April 2025	\$236,306.17
May 2025	\$236,306.16
June 2025	\$236,306.17
July 2025	\$236,306.17
August 2025	\$236,306.16
September 2025	\$236,306.17
October 2025	\$236,306.17
November 2025	\$236,306.16
December 2025	\$236,306.17
Total Due	\$2,835,674.00

- D. Parties agree that compensation under this Renewal Interlocal Agreement shall be retroactive to January 1, 2025.

DATED this 29th day of January, 2025.

CITY OF SNOQUALMIE

By: Katherine Ross
Katherine Ross, Mayor

Attest:

Deana Dean
Deana Dean, City Clerk

Approved as to Form

DB
Dena Burke, City Attorney

CITY OF NORTH BEND

By: Mary Miller
Mary Miller (Jan 29, 2025 13:28 PST)
Mary Miller, Mayor

Susie Oppedal
Susie Oppedal, City Clerk

Kendra Rosenberg
Kendra Rosenberg (Jan 29, 2025 13:59 PST)
Kendra Rosenberg, City Attorney



May 21, 2025

Katherine Ross, Mayor
City of Snoqualmie
38624 SE River Street
PO Box 987
Snoqualmie, WA 98065

City of Snoqualmie Police Services Contract – Notice of Termination

Dear Mayor Ross,

Pursuant to the Renewal Term, Section II(A), of the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Service ("2025 Renewal ILA") and Section 4 of the Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services Renewal Interlocal Agreement dated May 14, 2019 ("ILA"), as amended, please accept City of North Bend's formal 18-month notice of termination effective May 31, 2025.

As the parties were not able to agree on terms for future police services and North Bend is now extending a timely notice of termination, the City of North Bend wishes to acknowledge the professional police services provided by the City of Snoqualmie to date. Your statements during North Bend's public comment period on May 6th were well received and we appreciate that you and your staff will continue providing professional police services and engaging with us in good faith during the 18-month transition period.

Sincerely,

Mary Miller
Mayor

Cc:
Bob Larson, City Administrator
City of North Bend Council
Kendra Rosenberg, City Attorney



City Council Agenda Bill

SUBJECT:	Agenda Date: May 20, 2025	AB25-050
Motion Authorizing an Interlocal Agreement with the King County Sheriff's Office for the Provision of Police Services	Department/Committee/Individual	
	Mayor Mary Miller	
	Interim City Administrator – Bob Larson	X
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	X
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	X
Cost Impact: To Be Negotiated	Public Works – Mark Rigos	
Fund Source: General Fund	Information Technology – Phillip Davenport	
Timeline: Approve Motion to execute an ILA with the KCSO by May 20, 2025		
Attachments: AB25-044 (May 6, 2025) – Authorization of Police Services ILA Negotiation, Interlocal Agreement with King County Sheriff's Office		

SUMMARY STATEMENT:

On May 6, 2025, the City Council unanimously approved AB25-044, a motion authorizing the Mayor to negotiate an Interlocal Agreement with the King County Sheriff's Office ("KCSO") for the provision of police services. City staff recommend that the Council approve a motion authorizing the Mayor to execute and administer the negotiated Interlocal Agreement for police service with the KCSO.

The KCSO included a copy of its proposed Interlocal Agreement with its response to the City's Police Services Request for Proposal ("RFP") dated April 2025. King County's RFP response and proposed ILA, as well as answers to follow-up questions provided to the City Council, included the following highlights:

- The KCSO provides nearly \$150M annually in contract services to 12 municipalities, the Muckleshoot Tribe, Metro and Sound Transit, and the King County International Airport.
- Contracted services to current municipal clients include 1,226.50 FTEs with an average tenure of 8.3 years for deputies, 12 years for all commissioned staff, and 19.5 years for leadership (Sergeant's and above).
- The ILA for contract cities was newly renegotiated in 2000 and adopted by County Council Motion 9540. Core services provided under the ILA include:
 - o Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to resident and business calls for service; proactive patrol to prevent and deter criminal activity; traffic patrol to enforce applicable traffic codes; precinct detectives to investigate local crimes such as burglary, vandalism and auto theft; community service and community crime prevention deputies; and precinct command and support staff.
- Services are billed monthly.
- Agreement amount:
 - o The County operates with an annual budget, and the amount for police services to the City will be known by March (for example, the budget for service year 2030 will be known by March 2029).
 - o The cost of services under the Interlocal Agreement will be negotiated.
- Non-Salary Operating Expenses:
 - o The annual increase will be limited to the July-June Urban CPI-W for Seattle for the following cost centers: quartermaster, supplies, services, telephones, capital, system services, printing, central county support services, insurance, and motor pool, except for vehicle purchase and fuel.
- Salary Operating Expenses:
 - o The City will pay the actual costs for the following cost centers: overtime, salary, special pay, and benefit costs. If the increase in actual costs is greater than five percent, the City will have the option of paying the amount in excess of five percent over the subsequent two years.

City Council Agenda Bill

- Annual reconciliation:
 - o In the event the City has either a credit (savings) or a debit (overage) in actual costs versus the agreement amount at the end of the previous agreement year, the annual contract amount for the subsequent year will be adjusted and known by the City in March.
- Special events:
 - o In the event KCSO deputies are required to patrol and secure special events, the deputies' actual overtime will be billed and included with the standard monthly billing to the City (if it is a city-sponsored event) or billed directly to the special event applicant (if it is a non-city sponsored event). Examples of special events include, but are not limited to, park patrol, parades, and community events. Overtime is tracked and uniquely coded in the County's payroll system for processing by the KCSO contract unit for billing.
- Routine supplies and equipment:
 - o The City may, as an alternative to using the County, purchase routine supplies or lease any equipment for its own use with the prior written approval of the KCSO. Routine supplies include, but are not limited to: paper, copying machines, cellular telephones, and office furnishings.
- Accrued replacement reserves:
 - o If the City has reimbursed the County or purchased equipment for the KCSO, and if the City chooses to terminate the ILA, the County will refund any accrued replacement reserves including interest and transfer ownership from the County to the City.
- Labor negotiations:
 - o During law enforcement labor negotiations, the City may participate and send no more than two representatives to observe the labor negotiations.
- City's costs:
 - o North Bend's costs shall not be raised as a result of another city's decision regarding the level or makeup of services.
- City insignia:
 - o North Bend may select unique insignia and colors for vehicles and uniforms used by deputies assigned to the City.
- Startup costs:
 - o The City will reimburse the County for startup costs. As stipulated in the KCSO response to RFP, this startup cost is amortizable over a five year period.
- ILA duration:
 - o The ILA shall renew automatically from year to year.
- ILA termination:
 - o An 18-month termination notice is required to terminate the ILA, and within 120 days of issuance of a termination notice, the City and the KCSO shall prepare a mutually agreed-upon transition plan providing for the orderly transition of responsibilities from the County to the City.
- Oversight committee:
 - o The oversight committee includes the City's chief executive officer (Mayor) or Mayor's designee.

As presented by the KCSO in its follow-up answers to Council questions, the KCSO anticipates the following number of officers on duty, scheduled as follows:

- 6:00 AM – 9:59 AM: 2 officers
- 10:00 AM – 1:59 PM: 3 officers
- 2:00 PM – 3:59 PM: 4 officers
- 4:00 PM – 11:59 PM: 2 officers
- 12:00 AM – 5:59 AM: 1 officer

This schedule results in an average of 2.4 officers per shift, over the course of a 24 hour day.

City Council Agenda Bill

A copy of the proposed KCSO ILA is attached.		
APPLICABLE BRAND GUIDELINES: Consistent Delivery of Quality Basic Services		
COMMITTEE REVIEW AND RECOMMENDATION: N/A.		
RECOMMENDED ACTION: MOTION to approve AB25-050, authorizing the Mayor to execute and administer an Interlocal Agreement with the King County Sheriff’s Office for provision of police services for the City of North Bend, in a form and content acceptable to the City Attorney.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 20, 2025		



City Council Agenda Bill

SUBJECT:		Agenda Date: May 6, 2025	AB25-044
Motion Authorizing the Mayor to Negotiate an Interlocal Agreement for the Provision of Police Services	Department/Committee/Individual		
	Mayor Mary Miller		
	Interim City Administrator – Bob Larson		X
	City Attorney – Kendra Rosenberg		
	City Clerk – Susie Oppedal		
	Administrative Services – Lisa Escobar		
	Comm. & Economic Development – James Henderson		
	Finance – Martin Chaw		
Cost Impact: (as provided in vendor written proposals): Five year (2025-2029) ongoing operational cost estimates range from \$21,305,503 (COS) to between \$23,637,907-\$24,533,361 (KCSO) and one-time cost of \$1,220,411 amortizable over five years (or \$244,082/yr) (KCSO only).			
Fund Source: General Fund	Public Works – Mark Rigos		
Timeline: by 5/6/2025	Information Technology – Phillip Davenport		
Attachments: None			
<p>SUMMARY STATEMENT:</p> <p>On March 14, 2025, the City issued a request for proposals (“RFP”) for contracted police services. On April 8, 2025, and April 11, 2025, the City received presentations and written proposals from the City of Snoqualmie and the King County Sheriff’s Office as required by the RFP. At the April 15, 2025 City Council meeting City staff presented to the Council scored results of the presentations and written proposals. The Council discussed the presentations and written proposals during the April 15, 2025 City Council meeting and additionally during the April 22, 2025 Council Workstudy.</p> <p>The City Council has completed its discussion for contracted police services and is ready to authorize the Mayor, and Mayor’s designee, to begin negotiations on an Interlocal Agreement (“ILA”) for police services.</p> <p>The following are the decisions available to Council:</p> <p><u>Alternative 1:</u> Award police services contract to the City of Snoqualmie. The City Council authorizes the Mayor to negotiate the terms and conditions of a long-term ILA with the City of Snoqualmie, and to recommend the negotiated ILA to Council for review and approval.</p> <p><u>Alternative 2:</u> Award police services contract to the King County Sheriff’s Office. The City Council authorizes the Mayor to negotiate the terms and conditions of an ILA with King County, and to initiate the required 18-month notice of termination of the existing ILA with Snoqualmie for police services.</p>			
APPLICABLE BRAND GUIDELINES: Consistent Delivery of Quality Basic Services			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Motion to approve AB25-044, authorizing the Mayor to negotiate an Interlocal Agreement with King County Sheriff’s Office for the provision of police services.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
May 6, 2025	Passed	7-0	

Section 7 | Contacts



516 3rd Ave

Seattle, WA 98104

Chief Cheol Kang

Community Programs and Services

King County Sheriff's Office

W116 King County Courthouse

516 3rd Avenue | Seattle | WA | 98104

Phone: 206-263-7840 ext. 37840

Cell: 206-806-0529

CKang@KingCounty.gov

ADDENDUM

(King County Sheriff's Office Interlocal Agreement)

INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF _____ RELATING TO LAW ENFORCEMENT SERVICES

This is an Interlocal Agreement between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of _____, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS, a number of cities in King County contract with the County for the provision of law enforcement services within their City boundaries, and

WHEREAS, the County has adopted policies that support the development and continuation of these contracts to preserve the quality, depth and breadth of its law enforcement services, and

WHEREAS, the King County Sheriff's Office (KCSO) acts on behalf of the City, which is responsible for law enforcement services within its jurisdiction; and

WHEREAS, the County and the contract cities recently completed negotiating a new interlocal agreement for 2000 and beyond, which embodies the following principles adopted by County Council Motion 9540:

County law enforcement employees should feel responsibility toward and demonstrate responsiveness to cities

with agreements for law enforcement services.

Each city should have the flexibility to determine the level and deployment of certain services and to identify service priorities, thereby controlling costs.

Each city should have the ability to choose unique police uniforms and markings for police vehicles assigned to the City.

County law enforcement employees should work cooperatively with city organizations in a problem-solving mode to improve the safety and welfare of city residents and visitors.

The County should provide at a reasonable and predictable cost, efficient, high-quality, appropriate law enforcement services supported by technology that furthers the goals of each city and the County.

The contracts and service agreements should maintain equity among the interests of city and unincorporated area residents.

The agreements should preserve, to the extent practical, the valuable law enforcement services provided by the KCSO, while providing a high level of local service and decision-making.

NOW, THEREFORE, pursuant to RCW 39.34, the County and the City hereby agree:

1. Law Enforcement Services. The County will make available to the City any of the law enforcement services listed in Exhibit A, "King County Sheriff's Services" (Exhibit A), which is incorporated herein by reference.

1.1. Precinct/City Services. Precinct/city services consist of law enforcement and other related services provided by personnel assigned to a police precinct primarily for the benefit of the geographic areas within the boundaries of the precinct except as may be modified by Section 2. Precinct/city services include:

- 1.1.1. Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
- 1.1.2. Proactive patrol to prevent and deter criminal activity;
- 1.1.3. Traffic patrol to enforce applicable traffic codes;
- 1.1.4. Precinct detectives to investigate local crimes such as burglary, vandalism and auto theft;
- 1.1.5. Community service and community crime prevention deputies;
- 1.1.6. Drug Awareness Resistance Education (DARE) deputies;
- 1.1.7. Precinct command and support staff; and
- 1.1.8. Police reserves to perform a variety of routine police patrol functions.

1.1.9. For purposes of this agreement, precinct/city services shall be considered required or optional in accordance with Exhibit A, except that precinct command staff shall not be required if the City opts to provide its own precinct under Section 6.4.

1.2. Support Services. Support services consist of:

1.2.1. Investigation services by deputies assigned to a central criminal investigation unit investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents. These deputies are supported by crime scene analysis, crime laboratory, polygraph, identification, and evidence control.

1.2.2. Special operations services such as canine patrol, hostage negotiations, tactical unit, and bomb disposal; and

1.2.3. Communications services, including call receiving, dispatch, and reports.

1.2.4. For purposes of this agreement, precinct/city services shall be considered required or optional in accordance with Exhibit A, except that hostage negotiation and bomb disposal may be provided by City deputies under the city department model described herein.

1.3. Administrative Services. Administrative services include legal advisor, planning and statistics, subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other County Agencies in support of the KCSO. Such services do not include legal services of the King County Prosecuting Attorney relating to enforcement of municipal criminal and traffic codes or prosecutions arising thereunder.

1.3.1. For purposes of this agreement, administrative services shall be required, except as otherwise noted in Exhibit A, which is incorporated herein by reference.

2. City Department, Shared Supervision and Flexible Services Models. Law enforcement services provided to the City under this agreement shall be available to the City under a city department model, a shared supervision model, or a flexible services model, provided that the City must select any service that is required in accordance with Exhibit A.

2.1. City Department Model. Under the city department model, the level, degree and type of precinct/city services and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff or his/her designee.

2.1.1. Such positions shall be assigned to the City and shall be dedicated to work within the City limits,

subject to responses to assist another jurisdiction or County police precinct according to mutually agreed-upon written criteria.

- 2.1.2. The number of such positions assigned to the City will remain constant. The City recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including Phase I and Phase II recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 6.9, the transfer of personnel will be coordinated by the KCSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.
- 2.1.3. Support and administrative services shall be provided to the City at the level, degree and type as provided by the County in unincorporated King County, except as otherwise modified by Section 6.3.
- 2.1.4. Additional support services may be purchased by the City and assigned for the sole benefit of the City, provided they are optional services as defined in Exhibit A.
- 2.2. Shared Supervision Model. Under the shared supervision model, the level, degree and type of precinct/city direct services (e.g., reactive patrol, precinct detectives, and City administrative sergeants) and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff or his/her designee. Precinct command and supervision shall be shared by the County and the City.
 - 2.2.1. Such precinct/city direct services positions shall be assigned to the City and shall work within the City limits, subject to responses to assist another jurisdiction or County police precinct according to mutually agreed-upon written criteria.
 - 2.2.2. The number of such positions assigned to the City will remain constant. The City recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including Phase I and Phase II recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 6.9, the transfer of personnel will be coordinated by the KCSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.
 - 2.2.3. Support and administrative services shall be provided to the City at the level, degree and type as provided by the County in unincorporated King County, except as otherwise modified by Section 6.3.
 - 2.2.4. Additional support services may be purchased by the City and assigned for the sole benefit of

the City, provided they are optional services as defined in Exhibit A.

2.3. Flexible Services Model. Under the flexible services model, base level law enforcement services will be provided to the City in proportion to the City's share of workload, unless the City enhances services as provided for herein or unless the City opts to provide its own precinct under Section 6.4.

2.3.1. Positions designated to provide precinct/city services to the City shall be dedicated to work within the precinct in which the City is located, subject to responses to assist another jurisdiction or KCSO precinct according to mutually agreed-upon written criteria.

2.3.2. Additional precinct/city services may be purchased at the discretion of the City and will be used in accordance with mutually agreed-upon protocols.

2.3.3. Additional support services may be purchased by the City for the sole benefit of the City, with the exception of any support service that is required in accordance with Exhibit A.

3. City Law Enforcement Services.

3.1. 2000 City Law Enforcement Services. Beginning January 1, 2000, the County agrees to provide to the City the level, degree and type of precinct/city and support services in accordance with Exhibit B, "Financial Exhibit" (Exhibit B), along with related administrative services.

3.2. Revisions to City Law Enforcement Services. In 2001 and thereafter, revisions to City law enforcement services shall be made in accordance with Section 4.

4. Compensation.

4.1. Development of Service Costs. The County shall develop service costs for each precinct/city, support, and administrative service provided by the KCSO .

4.1.1. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, overtime, supplies, services, telephone, motor pool, lease cars, systems services, insurance, equipment and associated administrative costs. If not already included, costs shall include adjustments for cost-of-living and inflation.

4.1.2. Service costs shall not include the cost of services that are required by state law, provided only within unincorporated King County, or supported by a dedicated revenue source, and services excluded from cost allocation at the discretion of the County. For the purpose of the agreement, such services and their associated administrative costs shall be considered non-chargeable.

- 4.1.3. Service costs shall reflect the deduction of revenues.
- 4.2. Development of Unit Costs. The County shall develop unit costs for each precinct/city and support service based on service costs developed in accordance with Section 4.1. Unit costs are listed in Exhibit A.
- 4.3. Calculation of City's Estimated Agreement Amount. Service costs and unit costs shall be the basis for calculating the City's estimated agreement amount. The City shall be charged for services on the basis of FTE's (full-time equivalents) or workload billing factors as outlined in Exhibit A.
- 4.4. City's Estimated Agreement Amount. The estimated agreement amount is shown in Exhibit B. The County agrees to revise this amount annually following the King County Council's adoption of the Annual County budget. The County will provide the City by March of the year for which the budget has been adopted a revised estimated agreement amount, if it is less than the amount shown in Exhibit B.
- 4.5. Mid-year Adjustment. Mid-year supplemental appropriations requested by the City will be reflected as adjustments in the current year estimated agreement amount.
- 4.6. Billing. The estimated agreement amount shall be billed monthly in 12 equal amounts. Payments shall be due within 30 days after invoicing by the County.
- 4.7. Revisions to City Law Enforcement Services and Agreement Amount. Beginning in 2000, by September 1, or the first working day thereafter, the County shall provide the City with an estimate of the subsequent year's unit costs and service data in the form of a revised Exhibit A and an estimate of the City's agreement amount for the same level of service for the subsequent year in the form of a revised Exhibit B. By September 15, or the first working day thereafter, the City shall notify the County of any changes in service or model for the subsequent year. By October 5, or the first working day thereafter, the County shall provide the City with the estimated agreement amount for the subsequent year based on the changes in service requested by the City, along with revisions to Exhibit B.
- 4.8. Limit on Annual Growth for Selected Expenditures. A cap on growth in charges shall be in place for the sum of the following group of items: quartermaster, supplies, services, telephones, capital, system services, printing, central county support services, insurance, and motor pool, except for vehicle purchase and fuel. The annual growth in the sum of these costs per FTE shall not exceed the growth in the previous July to June Urban Wage and Clerical Workers Index for greater Seattle. All other charges, including but not limited to any costs related to existing contractual obligations or labor contracts currently in negotiations, binding arbitration requirements, federal or state court mandates, federal or state law requirements, recommendations of the Oversight Committee that have a fiscal impact and

are approved by the County, or any other costs determined by the full Oversight Committee to be beyond the County's control, shall not be subject to this cap.

- 4.9. Reports. The City will receive a monthly Overtime, Salary, Special Pay and Benefits Report that will include current and year-to-date expenditures for overtime, salary, special pay, and benefits. The report will provide a comparison between the actual expenditures and budgeted amounts based on the adopted March Cost Book and exhibits for the previous calendar year. The City will also receive monthly vacancy reports.
- 4.10. Application. The City hereby agrees to pay for discretionary overtime expenses separately. Only dedicated police and dedicated support staff overtime, salary, special pay, and benefit costs are covered by this section.
- 4.10.1. The City agrees to pay for actual overtime, salary, special pay, and benefit costs.
- 4.10.2. If the City has a population of under 20,000 and exceeds its budgeted amount for overtime, special pay, salaries, and benefits by more than five percent, it will have the option to pay the amount exceeding five percent over the subsequent two years. At least 50 percent of the balance must be paid in the second year after the overage occurs. The City is responsible for paying the overage that does not exceed five percent in the first year.
- 4.10.3. Upon termination of an Interlocal Agreement between the City and the County, the City is obligated to pay all incurred overtime, special pay, salaries, and benefits overage costs by the termination date.
- 4.11. Reconciliation. Annual adjustments will be made in March of each year in such a way that if the City has a positive balance at year-end of the previous calendar year, it will receive a credit, and if the City has a deficit, it will receive a debit in the subsequent monthly billing. All computations will be based on actual overtime, salary, special pay, and benefits costs.
- 4.12. Computation. The cost formula shall be calculated by totaling the actual costs of overtime, salary, special pay, and benefits of the City and reconciling that figure to the City's budgeted amount. The annual adjustment process would occur as described in Section 4.11.
- 4.13. Discretionary Overtime. It is the intent of the City and the KCSO to provide operational overtime when requested for special events, dignitary protection and unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.

- 4.13.1. If the City requests and utilizes KCSO deputies on overtime for special events within the City, the actual deputy overtime expenditure will be billed to the City following the event. This billing will occur with the standard monthly billing, in accordance with Section 4.6. Examples include, but are not limited to, park patrol, parades, and community events.
- 4.13.2. If the City experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the City Police Chief to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash, riot, or union strike.
- 4.13.3. In the case of a County, State, or National declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, then the City will be responsible for the direct overtime expense, less any mutual aid provided. Examples of this include, but are not limited to, flooding, windstorms, and sink holes.
- 4.13.4. In the event a dignitary requiring federal, state, or local protection visits a City, the City will determine if additional police response is needed. The City Chief Executive Officer, in consultation with the City Police Chief, will establish the level of service to be provided.
- 4.13.5. The KCSO Special Operations Section provides dignitary protection when the dignitary arrives in the County and assists in escorting the dignitary to the City. If the dignitary detail includes the US Secret Service, other Federal Government Agencies, or KCSO Special Operations, then the City is not responsible for expenses related to that detail. City expense is confined to meeting the City's established level of service for the dignitary visit, if overtime is incurred. Examples of dignitary protection services include, but are not limited to, traffic and crowd control related to visits from the Office of the President of the United States and foreign dignitaries.
- 4.13.6. Billing Process: The City Police Chief will accumulate and code all special event overtime forms. The original form will be routed to payroll and a copy forwarded to the Contract Unit for billing preparation.

5. Decisions and Policy-Making Authorities. The County will provide the services identified in Exhibit B in accordance with the following:

- 5.1. Operational Decisions and Policy-Making Authorities. The respective authorities of the City and the County to make operational decisions and develop and implement policies shall be governed by the

guidelines contained in Exhibit C, “Roles and Responsibilities of Contract Service Personnel” (Exhibit C).

- 5.2. City Police Chief. The City may designate a county officer assigned to the City to act in the capacity of the police chief, consistent with the guidelines contained in Exhibit C.

6. Special Provisions.

- 6.1. Use of Non-Sworn Personnel. The City and the County intend to increase the use of non-sworn personnel, and the parties agree that the following functions and positions, among others, can be considered by the Oversight Committee for civilianization: parking enforcement; warrant service; court liaison; crime scene technician; evidence transport; background investigations; records management; crime prevention; accident scene traffic director; missing children services; lost property services; vacation house checks; business watch; permitting; fingerprinting; abandoned vehicle tagging; park patrol; and prisoner transport.
- 6.2. City Purchases. As an alternative to using the County’s routine supplies and equipment, the City may purchase routine supplies or purchase or lease any equipment for its own use, provided that prior written approval is obtained from the County and the equipment can be integrated into applicable County systems. Routine supplies and equipment include, but are not limited to, paper, copying machines, cellular telephones, and office furnishings. In the event the City has received County approval to purchase and/or lease any of these or similar items for its own use, the County will delete from the City’s contract amount the full county charge for any items that otherwise would have been provided by the County. The County will not approve items it can provide at an equal or lower cost or that are not standard issue.
- 6.3. Hourly Charges for Optional Support Services. To the extent the City does not select one or more support services designated as optional, the County will not charge the City for those services. In the event that any of these services are deployed at the request of the City’s Police Chief or his/her designee with the appropriate authority, the City agrees to pay the County for the service based on the hourly charges contained in Exhibit E, “Hourly Costs For Selected Services” (Exhibit E). The County intends to apply these charges to other jurisdictions, regardless of whether the jurisdiction has an agreement with the County for law enforcement services.
- 6.4. City Police Facility. A City that selects either a city or shared supervision model department may purchase or lease its own facility and provide for the operation and maintenance of said facility. The facility must meet or exceed all applicable city, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned KCSO personnel. The

City will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.

- 6.4.1. If the City provides a full-function police precinct as defined in Exhibit F, "Glossary of Terms" (Exhibit F) for all precinct personnel serving the city, the County will delete all applicable support, facilities, operation, and maintenance costs for city-assigned personnel. If the City provides city police facilities that otherwise meet the full definition of a police precinct but house fewer than all precinct personnel serving the city, the County agrees to negotiate on a case-by-case basis an equitable reduction of charges to the City. This reduction of charges to the City shall equal the contract charges for facilities, support, operations and maintenance for the personnel housed in the city facility. In all cases, plans and cost adjustment for city police precincts, support and operations must be negotiated and agreed upon in writing in advance, and payment for police services must remain current within 30 days of billing by the County.
- 6.5. Use of City Facility by County. There may be situations when the County needs to lease space for personnel serving unincorporated King County from the City. When this situation occurs, the County and the City may choose to negotiate for the use of a city facility on a case-by-case basis.
- 6.6. Refund of Accrued Replacement Reserves. If the City has reimbursed the County for the initial purchase of any equipment prior to this agreement, or if the City has purchased equipment under the provisions of Section 6.2, and if the City chooses to terminate this agreement, the County agrees to refund to the City any accrued replacement reserves, and any accrued market rate interest, on such equipment, including vehicles, and transfer ownership of such equipment from the County to the City.
- 6.7. Exclusion of Replacement Charges for 800 MHz Radios. If the City or County chooses to terminate this agreement, the County agrees to transfer ownership of that number of radios determined to have been purchased by the 800 MHz Levy from the County to the City. The City agrees to assume responsibility for any service costs associated with continued use of the radios on the regional 800 MHz radio system, including the cost of subscriber access, reprogramming, and maintenance. All other police 800 MHz radios used in the City will revert to County ownership. The cost of additional radios shall be borne by the City.
- 6.8. Observation of Labor Negotiations. The City may participate with other cities that contract with the County for law enforcement services to select no more than two representatives to observe labor negotiations between the County and the collective bargaining units representing the employees of the KCSO, provided that such observers adhere to rules established by the County and the bargaining units for the negotiations.

- 6.9. Stabilization of Personnel. The County will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to cities.
- 6.9.1. Deputies who have been with the City for less than 24 months will not be granted a lateral transfer except with the concurrence of the City Chief Executive Officer.
- 6.9.2. Timing and replacement of city-assigned staff who are promoted to a position outside the city will be managed with the concurrence of the City Chief Executive Officer.
- 6.10. Assignment of Detectives. At the request of the City and to the extent feasible, as determined by the KCSO in consultation with the City members of the Oversight Committee, the County shall assign to the precinct incorporating the City detectives from the KCSO Criminal Investigation Division, with the exception of detectives in the Major Crimes Unit of the division.
- 6.11. Additional Training. The City may provide training for City precinct detectives to perform criminal investigations for any optional criminal investigation services. The cost of any such training shall be borne by the City.
- 6.12. Cost Effect of Service Decisions. The City's costs shall not be raised as a result of another city's decision regarding the level or makeup of services. The County reserves the right to eliminate services to fulfill this provision.
- 6.13. Requests for Support Services. The City Police Chief or his/her designee shall have the authority to request any support service provided to the City. If such request is denied, the commander in charge of the support service shall review the decision and provide a report to the City Chief Executive Officer regarding the final determination.
- 6.14. City Identification. The City may select unique insignia and/or colors for uniforms and/or vehicles used by the deputies assigned to the City, provided that some form of the KCSO logo is retained on the uniforms and vehicles. To the extent that the annual quartermaster allowance exceeds the costs of routine replacement of uniform items, the allowance shall be applied to the costs of adding the insignia to the uniforms or replacing the uniforms with alternative uniforms. Additional costs related to the uniforms shall be borne by the City. However, whenever an officer leaves the City, either at the initiative of the County or of the officer, within 24 months or less after the assignment to the City, and the cost of outfitting the replacement officer in the City exceeds the City's annual quartermaster allocation, then the City and the County shall split the cost equally. The uniforms will be pooled by the KCSO quartermaster and reissued to new or existing City deputies. The City will retain items that were specially purchased by the City (e.g., bicycle uniforms). Each City is allocated a quartermaster budget

calculated by multiplying the number of dedicated sworn personnel by the quartermaster cost per FTE as calculated in the costing book each year. If, at the end of the year, the City goes over its allocated quartermaster budget due to the additional cost of City-specific uniform items, those additional costs will be billed in the following year.

6.15. Start-up Costs. The City agrees to reimburse the County for salary and benefit costs incurred toward hiring deputies in the year prior to their being assigned to the City. These costs further described in Section 4.1 herein, shall be added to the total costs billed for year the deputies are assigned to the city and paid by the City according to this agreement.

6.16. Asset seizure. The KCSO Drug Enforcement (DEU) and Vice Units shall be the seizing entities for any asset seizure and forfeiture investigations involving drug-related offenses in violation of the Uniform Controlled Substances Act (RCW 69.50.505), violations of the Legend Drug Act (RCW 69.41), violations of the Money Laundering Act (RCW 9A.83), and/or any additional criminal or civil seizure statutes that may be applicable currently or in the future related, initiated by the City within its jurisdiction, or other cases initiated pursuant to asset seizure laws and under this agreement.

6.16.1. The terms of this agreement apply to seizures and forfeitures that result from investigations initiated by, or with significant participation by, the City, regardless of whether the City contracts for DEU or Vice services.

6.16.2. Seizures and forfeitures not initiated by, and without significant participation by, the City, are not covered by this agreement, and the City will not be provided a share of any forfeited funds.

6.16.3. If there is a dispute as to the City's share of any forfeited funds, the person in charge of the DEU or Vice Unit and the City Police Chief will meet to attempt to resolve the matter. If this process does not result in a mutually-agreed upon resolution, the dispute will be handled in accordance with Sections 16 and 17 of this agreement.

6.16.4. The KCSO will be responsible for gathering the proceeds from all relevant sales, for accounting for all seizures and forfeitures in conjunction with the personal and real property encompassed under the agreement, for submitting the 10 percent to the State of Washington in accordance with RCW 69.50.505 or making any other mandatory disbursement under the applicable statutes, and for distributing the remaining funds -- in equal shares -- to the parties. This distribution of remaining funds will occur after the KCSO has deducted any and all costs incurred related to the seizure and forfeiture. The final accounting of the seizure and distribution of funds will accompany the check the County writes to the City.

- 6.16.5. Any properties, real or personal, forfeited to the KCSO pursuant to this agreement will be sold in accordance with RCW 69.50.505.
- 6.16.6. Any funds distributed to the City will be used in accordance with RCW 69.50.505(i). By signing this agreement, the City acknowledges that it is solely responsible for familiarizing itself with the authorized use of forfeited funds as stated in the applicable RCW Chapter. If the City uses forfeited funds in a manner contrary to the seizure statutes, the County may terminate the asset forfeiture provisions of this agreement with 24 hours notice.
- 6.16.7. The KCSO DEU has sole discretion over the manner in which cases will proceed, including the discretion to settle or dismiss a case if deemed appropriate, and whether assets forfeited will be sold or put into service.
- 6.16.8. Any and all property seized by and forfeited to the KCSO Drug Enforcement or Vice Unit, whether by order of the court, or accepted in settlement in conjunction with this agreement, will be divided in the same manner as indicated above.
- 6.16.9. The parties agree and acknowledge that the attorney assigned to the KCSO DEU does not have an attorney-client relationship with the City. If such an attorney-client relationship exists, it exists only between the KCSO and the attorney assigned to the KCSO Drug Enforcement Unit.
- 6.17. Business Plan Development (Strategic Plan): The KCSO will develop a multi-year police services business plan that includes the City in the process. This process would identify KCSO initiatives in advance of the budget year. The goals would be:
- Document the long-term vision for the KCSO (3 to 5 year time frame); departmental mission and core business(s).
 - Identify strategic goals for accomplishing the vision; be action oriented with a strong emphasis on achieving practical outcomes.
 - Identify how customers will be served consistent with the vision and with limited financial resources.
 - Provide objectives, including performance measures, where available, that can be evaluated in the future.
- 6.18. Computers
- 6.18.1. The KCSO will provide a laptop and appropriate accessories or a desktop computer to every dedicated and flex sworn FTE purchased by the City.
- 6.18.2. The KCSO Computer Resources Unit will be responsible for the repair and maintenance of all

equipment, software, and accessories that are used in conjunction with the mobile computing program.

6.18.3. Replacement computers will be furnished via the Computer Replacement Fund, approximately every three years. The City will be charged a monthly replacement fee based on the number of computers in the City. This annual cost will appear as a separate line in Exhibit B. If the City bought its own computers, it will receive the unspent balance of the replacement funds should the agreement be terminated.

6.18.4. Annually, the County will estimate the purchase price of replacement hardware, software, accessories and tax. The monthly computer replacement cost will be calculated on a useful life of three years.

6.19. Fire Investigation

6.19.1. For the year 2000, the City may purchase fire investigation services through this agreement. These services will be provided by the King County Department of Development and Environmental Services (DDES) Fire Marshall's Office by separate agreement with the KCSO. The cost for this service is shown on Exhibit B, and will be calculated in accordance with Exhibit G: "Arson Investigation Costing Model". Fire Investigation callouts will be in accordance with protocols outlined in Exhibit H: "Arson Investigation Call Out Protocols", unless superseded by new or revised protocols adopted by the Oversight Committee, DDES and affected fire agencies.

6.19.2. During the year 2000, the Oversight Committee will sponsor a series of discussions, to include the KCSO, DDES, the King County Executive, contract cities, Fire Agencies, and other cities receiving DDES Fire Investigation Services. The KCSO, in conjunction with DDES, fire agencies and the cities will be responsible for developing a work plan for Oversight Committee approval. The purpose of this work plan will be to identify options for the long-term provision of fire investigation services to city customers. The work plan may consider the following issues: call-out protocols, costing methods, service delivery and organizational issues. The intent of these parties is that the Oversight Committee will make a recommendation for future service delivery by October 31, 2000.

6.19.3. Day-to-day fire investigation operational issues will be handled at the lowest practical organizational level. This may typically include staff from the city police, fire agencies and DDES.

6.20. Police Investigations Information. The KCSO Major Accident Response and Reconstruction Unit (MARR)

and other police investigative services under this agreement shall include providing the City access to all records related to investigations of traffic collisions within the City, upon request, as the records are completed or become available, including but not limited to State Traffic Collision Reports, photographs, diagrams, witness statements and victim(s) statements in the possession of the KCSO. Distribution of toxicology reports and autopsy reports will be controlled by RCW 46.52.065 and 68.50.105. If victims or witnesses identified in any police report or statement have not been interviewed by County personnel, City representatives will coordinate their interviews of these persons with the KCSO prior to contact to avoid prejudice to ongoing criminal investigations, including discussion of scope, timing and value of joint interviews. The KCSO and the City will name representatives to implement this section.

7. Reporting.

- 7.1. Reporting Districts. Reporting districts coterminous with the City boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.
- 7.2. Notification of Criminal Activity. The City Police Chief, if designated, or the precinct commander will notify the City in the event of a significant criminal occurrence within the City.
- 7.3. Quarterly Reports. The County will report quarterly on criminal activity and on law enforcement services provided by major category of service as listed in Exhibit B.

8. Personnel and Equipment. The County is acting hereunder as an independent contractor so that:

- 8.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County. Allegations of misconduct shall be investigated in accordance with Exhibit D, "Internal Investigations Protocol for Contract Cities" (Exhibit D).
- 8.2. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the County, except that the City may hire non-commissioned City employees to perform certain functions in conjunction with County police personnel.
- 8.3. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the County hereunder shall be that of the County.
- 8.4. Provision of Personnel. The County shall furnish all personnel and such resources and material deemed by the County as necessary to provide the level of law enforcement service herein described.
- 8.5. Municipal Violations. KCSO commissioned personnel shall cite violations of municipal ordinances into

the City's municipal court.

9. City Responsibilities. In support of the County providing the services described in Exhibit B, the City promises the following.
 - 9.1. Municipal Police Authority. The City promises to confer municipal police authority on such County deputies as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this agreement.
 - 9.2. Municipal Criminal Code. The City promises to adopt a criminal municipal code that incorporates, at a minimum, any portion of the Washington State criminal code defining a crime or crimes, which falls within the jurisdiction of the district or municipal court. This includes all misdemeanors and gross misdemeanors. Provided, that if the City fails to adopt, chooses not to adopt, or repeals such criminal municipal code, the City shall be responsible for reimbursing the County for all expenses associated with prosecution, adjudication, sentencing, and incarceration in any criminal case involving a crime that could have been included within a City municipal code.
 - 9.3. Special Supplies. The City promises to supply at its own cost and expense any special supplies, stationary, notices, forms, and the like where such must be issued in the name of the City.
10. Duration. This agreement is effective upon authorization and signature by both parties, except that services and charges shall commence on January 1, 2000. The agreement period shall continue until December 31, 2002, and may be extended until December 31, 2004 by consensus of the Oversight Committee. After the original or extended agreement period has elapsed, the agreement shall renew automatically from year to year unless negotiations for a new contract are initiated by the Oversight Committee, those negotiations are completed and a new contract is adopted, or unless either party initiates the termination process outlined herein.
11. Termination Process. Either party may initiate a process to terminate this agreement as follows:
 - 11.1. Notice of Termination. The City may choose at some future time to provide law enforcement services other than through the County; similarly, the County may choose at some future time not to provide law enforcement services to the City. Any party wishing to terminate the agreement shall issue a written notice of intent not less than 45 days prior to issuing an 18-month written notice under section 11.2 of this agreement. Upon receipt of the written notice of intent, the City's Chief Executive Officer and the Sheriff shall hold a meeting, the purpose of which will be to understand the notice of intent including background of the reason(s), and a review of alternatives and impacts, among other matters. It is suggested that the Chair of the Oversight Committee be copied on any communication covered in

this Section.

11.2. Written Notice. After the 45-day period has run under Section 11.1 of this agreement, the party desiring to terminate the agreement shall provide at least 18 months written notice to the other party.

11.3. Transition Plan. Within 120 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the County to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the County. The overarching goal of the transition plan will be to ensure there is not disruption in service to the community as the providers change. This plan would include desired outcomes, project phases (including a preliminary transition plan development) and timelines, and project roles and responsibilities. Each party shall bear its respective costs in developing the transition plan and each will work cooperatively with the other party in the coordination of efforts. The transition plan shall identify and address the continuity of professional and quality police services before, during and through the transition period. The transition plan shall also identify and address any personnel, capital equipment, workload and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

11.4. Termination and/or Interest Charge. In the event the City fails to make a monthly payment within 60 days of billing, the County may charge an interest rate within two percentage points of the interest rate on the monthly County investment earnings. In addition, in the event the City fails to make a monthly payment within 120 days of billing, the County may terminate this agreement with 90 days written notice.

11.4.1. If the City and County are in disagreement over a portion of the bill, the City can withhold the disputed portion of the bill by placing the amount in escrow and following the process outlined in Section 16.3 for resolution of agreement dispute issues.

11.4.2. The County will not charge interest on the disputed portion of the bill nor will it begin the termination process as outlined in section 11.4 so long as the City follows the process outlined in 11.4.1 and pays the non-disputed portion of the bill within 60 days of billing.

12. Indemnification.

12.1. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of

the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

12.2. County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

12.3. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

12.4. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

13. Non-discrimination. The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised

Order 4 of the United States Department of Labor. The City will develop and implement Affirmative Action Programs that meet the applicable federal standards.

14. Audits and Inspections. The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this agreement and three (3) years after termination.

15. Amendments. This agreement may be amended at any time by mutual written agreement of the City, the King County Sheriff, and the King County Executive, provided that any such amendment must be approved by the Oversight Committee pursuant to section 17.2.4 of this agreement.

16. Agreement Administration.

16.1. Agreement Administrators. The City Chief Executive Officer and the City Police Chief, if designated, or the precinct commander shall serve as agreement administrators to review agreement performance and resolve operational problems. The agreement administrators will meet at least quarterly with either party authorized to call additional meetings with ten days written notice to the other.

16.2. Referral of Unresolved Problems. The City Chief Executive Officer shall refer any police service operational problem, which cannot be resolved, to the King County Sheriff. The Sheriff and City Chief Executive Officer shall meet as necessary to resolve such issues. Unresolved problems shall be referred to the Oversight Committee.

16.3. Agreement Dispute Issues. Agreement dispute issues involving agreement language interpretation, cost, and other non-operational matters shall be referred to the Sheriff, the Chair of the Oversight Committee, the King County Executive's representative to the Oversight Committee, and the affected party or parties to review and resolve. In the event that the dispute involves the city of the Oversight Committee Chair, the Oversight Committee will designate an alternate City Chief Executive Officer to serve as Chair of the Oversight Committee for the purpose of resolving the specific issue. Any unresolved problems shall be referred to the Oversight Committee as a whole.

17. Agreement Oversight.

17.1. Oversight Committee. The City and the County agree to establish an Oversight Committee consisting of the chief executive officers, or their designees, of the cities that contract with the County for law enforcement services, the King County Sheriff, one person designated by the County Executive, and one person designated by the chair of the King County Council's Law, Justice and Human Services Committee, or its successor.

17.2. Scope of Committee. The committee shall meet at least bi-monthly to ensure the parties comply with the provisions of this agreement, including the administration of the agreement and the management and delivery of police services under the agreement.

17.2.1. In addition, the committee shall establish performance measurements, standards, and benchmarks for evaluating the quality of the County's police services. These performance measures shall be developed in cooperation with the Cities that contract for police services. Focus of these measures shall be based on outcome measurements for effectiveness and efficiency as identified by the City Chief Executives and the Sheriff. The County shall work with the City, if desired, to develop a range of options by July 2000, or a later mutually agreed-upon date.

17.2.2. The City's member of the Oversight Committee may make recommendations on any issue affecting agreement costs and conditions, such as the budget for the KCSO, personnel recruitment, training and standards, and collective bargaining issues. These recommendations may reflect approval or disapproval of any County proposal relating to these issues and shall be submitted to the County Executive, County Council, and/or City Council as appropriate. The County shall provide a written report on the outcome of these recommendations.

17.2.3. If an operational problem or agreement dispute is referred to the Oversight Committee pursuant to sections 16.2 or 16.3 of this agreement, the Oversight Committee will meet and attempt to resolve the problem or dispute. If the Oversight Committee is unable to resolve the problem or dispute, this agreement shall be construed in accordance with the laws of the State of Washington.

17.2.4. The Oversight Committee is responsible for approving amendments to this agreement, which are first agreed to by the City, the King County Sheriff, and the King County Executive. A majority of a quorum of the Oversight Committee will constitute approval of a proposed amendment.

18. Entire Agreement/Waiver of Default. The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the County, which shall be attached to the original agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

City of _____

King County Executive

Chief Executive Officer

Approved as to Form

Approved as to Form

Deputy Prosecuting Attorney

City Attorney

for NORM MALENG

King County Prosecuting Attorney

EXHIBIT A:

KING COUNTY SHERIFF'S SERVICES

(COSTING BOOK)

EXHIBIT B:
FINANCIAL EXHIBIT

EXHIBIT C

ROLES AND RESPONSIBILITIES OF CONTRACT SERVICE PERSONNEL

I. ROLES AND RELATIONSHIPS

A) COMMISSIONED PERSONNEL

- 1) Contract service police chiefs, as well as other commissioned personnel, will be responsive to the public safety needs of the contracting entity, as well as its officials, residents, and/or population served.

B) CONTRACT POLICE CHIEF (CITY POLICE CHIEF FOR CONTRACT CITIES)

- 1) Command Structure
 - (a) Reports directly to Precinct Commander
 - (i) If the contract police chief is a KCSO Major, then he or she shall report directly to Division Chief
 - (ii) Works at the direction of the City Chief Executive Officer or contract manager/administrator, and in compliance with KCSO policy, procedures, and directives.
- 2) Title/Insignia
 - (a) Police chiefs shall wear one star on each collar point signifying their role as "Police Chief" of a contracting entity . Regardless of KCSO rank, contract chiefs will be addressed as "Chief of Police" in public settings, such as city council meetings, public meetings, and contract service staff meetings.
- 3) Interaction with Contracting Entity
 - (a) The police chief shall interact with contract entity staff and officials in accordance with RCW 35.18.110
 - (b) The police chief shall discuss and agree upon protocols for routine, daily interactions with the contract service CEO or manager/administrator as deemed appropriate by the contracting entity.
 - (c) The police chief shall function as a department head within the contracting entity's organizational structure, and is expected to conduct himself or herself in a manner that supports and maintains trust in the contracting entity.
 - (d) At the direction of the contract service CEO or manager/administrator, and as needed, the police chief shall attend and participate in the contracting entity's staff and council meetings, and official functions, celebrations, and commissions. As requested by the CEO or manager/administrator and

as needed, the police chief will also represent the contract service police department at community meetings and functions.

- (e) The Police Chief is the City's Director of Police Services and represents the Chief Executive Officer of the City for all law enforcement matters in the community/City. This may include working with other relevant City departments and or other public agencies (e.g. courts, schools, etc.) on behalf of the City.
- (f) The KCSO views the Contract Cities as customers and will maintain a customer service orientation to managing the contracts. Consistent with this philosophy Police Chiefs are expected to represent the City's point of view, consider City needs in carrying out their duties and advocate on behalf of their City similar to other City departmental directors.

4) Duties

(a) Supervision Received:

- (i) KCSO command staff maintains authority and responsibility over police chiefs and the precinct.
- (ii) In the event a contracting entity's procedure, policy, goal or operation differs from that of the KCSO, that entity shall negotiate with the KCSO to reach a final determination.
- (iii) The entity's Chief Executive Officer or manager/administrator shall have the general duty and responsibility of providing the assigned police chief with general direction relative to the furnishing of law enforcement services to the contracting entity.
- (iv) The police chief shall maintain communication between command structures to ensure that changes in the KCSO are agreeable to the contracting entity and that changes in the entity are agreeable to the KCSO.

(b) Duties Include:

- (i) Operations
- (ii) The police chief shall direct overall Contract City service police operations, ensuring law enforcement services within the City.
- (iii) The police chief shall analyze operations and develop plans to manage resources and ensure effective and efficient delivery of services.
- (iv) The police chief shall oversee the implementation of all policies and procedures relating to police services that are established by the contracting entity, and shall provide to the KCSO any written information relative to police services created by the entity. The chief shall notify the KCSO of all procedures that differ from KCSO policies and procedures.
- (v) The police chief shall utilize analysis of crime data to establish a plan for deploying resources to address identified needs.

- (vi) The police chief shall coordinate police activities for the contracting entity, including hours of operation and contract-specific protocols and procedures.
- (vii) The police chief shall prepare, in coordination with the King County Sheriff's Office Contract Unit, a budget for the contract police department.
- (viii) The police chief shall coordinate the response of support services used for law enforcement for the contracting entity (e.g., CID, Special Operations).
- (ix) The police chief shall establish policies and protocols for the response of services that are not purchased by the entity in advance (e.g., optional services).
- (x) The police chief shall notify the contracting entity's CEO or manager/administrator of any use of support services that were not purchased in advance upon their deployment for enforcing laws for the contracting entity.
- (xi) The police chief shall notify the contracting entity's CEO or manager/administrator of all major crimes or incidents.

5) Goals, Objectives, and Performance Indicators

- (a) The police chief shall establish goals and objectives for contract police services in conjunction with the City Chief Executive Officer that reflect the specific needs of the contracting entity. The chief shall also identify performance indicators for the entity to measure the established goals and objectives.
- (b) The police chief shall oversee the implementation of all KCSO policies and procedures within the contract services, and maintain a copy of current police procedures on file at the entity's chosen central location for the entity's reference. The chief shall notify the entity's CEO or manager/administrator of any KCSO procedures or changes that either supplement or affect the entity's established goals and objectives for police services.
- (c) The police chief shall review the entity's performance indicators for police services against the stated goals and objectives, and shall report to the CEO or manager/administrator on progress of goal attainment.

6) Personnel Management and Training

- (a) The police chief shall establish standards of performance for officers assigned to the contracting entity.
- (b) The police chief shall identify areas of supplemental training for officers assigned to the entity, and make recommendations to the KCSO for supplemental training. The chief shall also make

recommendations to the contracting entity's CEO or manager/administrator for training not provided by KCSO.

- (c) The police chief shall periodically review the performance of officers assigned to the contracting entity and report to entity's CEO or manager/administrator and precinct command staff or Division Chief any recommendations for performance improvement.
- (d) The police chief shall perform selected roll calls of contract-assigned officers.
- (e) The police chief shall coordinate and direct duties of officers assigned to the contracting entity as specific needs arise, and as requested by entity's CEO or manager/administrator within the context of established policies and procedures. The chief shall report to the precinct any changes in duty of contract-assigned officers.

C) CONTRACTING ENTITY POLICE MID-MANAGER

1) Command Structure

- (a) The mid-manager shall report directly to police chief
- (b) The mid-manager shall function as "Acting Police Chief" in the absence of the police chief

2) Title /Insignia

- (a) The mid-manager shall wears appropriate rank insignia on contract entity uniform consistent with KCSO rank

3) Interaction With Contracting Entity

- (a) The mid-manager shall interact with contracting entity staff and officials in accordance with RCW 35.18.110
- (b) The mid-manager shall function as a police department mid-manager within contracting entity structure and shall present himself or herself in the community in a manner that supports and maintains trust in the contracting entity.

4) Duties

- (a) The mid-manager shall directly assist police chief in carrying out duties outlined in I.B(4)

D) FIRST LEVEL SUPERVISOR/LINE OFFICERS/DETECTIVES/STAFF

1) Command Structure

- (a) These individuals shall report directly to the police chief, mid-manager, or supervisor as appropriate.

2) Title/Insignia

- (a) These individuals shall wear rank insignia on uniform consistent with KCSO rank

3) Interaction With Contracting Entity

(a) These individuals shall interact with contracting entity staff and officials in accordance with RCW 35.18.110

(b) These individuals shall present themselves in the community in a manner consistent with being a member of the entity's staff and in a manner that supports and maintains trust in the contracting entity.

4) Duties

(a) Will be commensurate with other KCSO assignments

II. AUTHORITY

A) The contracting entity police chief shall have authority commensurate with his or her responsibility, which is recognized internally and externally.

B) Issues that fall within the purview of the police chief of a contracting entity

1) Prioritization of reactive patrol time

2) Awards Program

3) Travel and Expense Guidelines

4) False Alarm Ordinances/Response

5) Impound Procedures

6) Community Policing

7) Crime Prevention Standards

8) Additional Training

9) Supplemental Reports

10) Incident Notification Policies

11) Job Description of Supplemental full-time employees (FTE's)

12) Expenditure of the contracting entity's police budget

13) Direct access to department support services

14) Staffing assignments and deployment within confines of dedicated City positions

15) Prioritize meeting attendance (meetings for the contracting entity take priority over county meetings; county meetings will be kept to a minimum and conducted as efficiently as possible)

16) Authorization of support services.

17) Use of volunteers and volunteer programs (except reserve officer).

- C) Issues that must have input and approval from the King County Sheriff's Office
 - 1) Accident Response Criteria
 - 2) Court Attendance Policies
 - 3) Call-out Procedures
 - 4) Uniform/Equipment/Vehicles (including appearance regulations)
 - 5) Reserve Program
 - 6) Communications Center Procedures
 - 7) Traffic Enforcement Policy and Procedures
 - 8) K-9 Response Policy
 - 9) Response Priorities
 - 10) Shift Hours
 - 11) Specialty Unit Personnel Selection (Street Crimes Units, Crime Prevention, D.A.R.E., etc.)
 - 12) Prioritization of Precinct Detective Unit Workload

- D) Issues that fall within the purview of the KCSO and must be consistent between the King County Sheriff's Office and the contracting entities.
 - 1) Pursuit Policy
 - 2) Seized Property
 - 3) Basic Skills Training
 - (a) Emergency Vehicle Operations; Firearms (Include Reviews)
 - 4) Use of Force
 - 5) Off-Duty Work
 - 6) Field Training Officer Program
 - 7) Personnel Evaluation System/Annual Performance Evaluation
 - 8) Internal Investigations Unit Policies & Procedures
 - 9) Reporting Forms
 - 10) Hostage Negotiations and Tactical Team Deployment
 - 11) Alternative Work Schedules
 - 12) Standards of Conduct
 - 13) Arrest Warrant Policies
 - 14) Labor Contracts (4)
 - 15) Supervisory Standards

E) Issues governed exclusively by KCSO policies & procedures:

- 1) DV Response
- 2) Search & Rescue
- 3) Civil Process
- 4) Landlord - Tenant Policies
- 5) Abandoned/Unclaimed Property
- 6) Training
- 7) Basic Law Enforcement Training Academy
- 8) BAC - State
- 9) First Aid - L&I
- 10) CPR - L&I
- 11) Computer Info Access Training
- 12) Airborne/Bloodborne Pathogens
- 13) OSHA/WSHA/EPA Requirements
- 14) King County Code of Ethics
- 15) Public Disclosure and Records
- 16) Gun Permits and Concealed Pistol Licenses
- 17) Federal Labor Standards Act
- 18) Family Leave and Benefits Policies
- 19) Americans with Disabilities Act
- 20) Civil Service Rules
- 21) King County Career Service Rules
- 22) EEOC Guidelines/Requirements
- 23) Discipline

III.INCENTIVES/REWARDS

- A) Contracting entities may award incentives or other recognition within existing guidelines, ethics guidelines, department rules and contract language, interlocal agreements and the award systems of the entity, KCSO and county.

IV.COMMITMENTS, TRANSFERS, and PROMOTIONS

- A) KCSO staff requesting assignment to a contracting entity will make a two-year commitment to work as a member of the entity's police force, except in cases of promotion or other special circumstances. Such

special circumstances require the concurrence of the entity's CEO or manager/administrator and applicable KCSO Division Chief.

- B) The transfer of personnel affecting the entity's police force will be coordinated by the KCSO, in consultation with the entity's Police Chief, to minimize the impact of potential vacancies. The number of the entity's vacant positions will be managed with a goal of achieving proportionality with the total number of vacant positions in the KCSO.
- C) Contracting entities may not make de facto promotions by their selection of personnel except in instances in which a pool of candidates is made available for selection by the KCSO.

V. STATISTICAL REPORTS

- A) Whenever possible, reports shall be generated by the Research, Planning, and Information Services Unit.
- B) All reports will be routed through RP&IS Unit.
- C) A courtesy copy of all unique reports that are generated by contract police departments will be sent to RP&IS Unit.
- D) Reports will include footnotes identifying the source of the information.
- E) Service enhancement proposals will be routed through RP&IS Unit.

VI. SHARED SUPERVISION PROTOCOL

- A) The City's Police Chief is responsible for police services within the City. If desired by the City, the City Police Chief, Precinct Commander and appropriate staff shall develop an agreement that addresses in-City Precinct directed field services.
- B) Dedicated City officers will be assigned to respond to calls within the City in line with City protocols, and consistent with section II of this document.

EXHIBIT D:
INTERNAL INVESTIGATIONS UNIT PROTOCOLS

I. POLICY STATEMENT

- A) It is the desire of the Internal Investigations Unit (IIU) to be responsive to the needs of the Contract Cities, be sensitive to the rights of the individuals involved, and to comply with statutes, case law, and collective bargaining agreements that govern internal investigations.

II. COMPLAINTS OF PERSONNEL MISCONDUCT RECEIVED IN THE CONTRACT CITY

- A) Current KCSO policy requires that members refer the complainant to IIU or notify a supervisor. Supervisors who become aware of a complaint shall conduct a preliminary investigation and forward the results to their commander. IIU will ensure that the City Police Chief is made aware of complaints of significant misconduct in their City at the earliest practical time. The City Police Chief will ensure that the Chief Executive Officer is informed of all complaints of significant misconduct at the earliest practical time.
- B) City staff and councilmembers may receive complaints of Department personnel misconduct. These complaints should be referred to the Chief Executive Officer or designee who in turn will pass on to Precinct Commander/City Police Chief, an on duty supervisor, or IIU depending on the time of day, the availability of a supervisor, or the seriousness of the complaint.

III. COMPLAINTS OF PERSONNEL MISCONDUCT RECEIVED IN IIU

- A) Complaints received in the Internal Investigations Unit concerning personnel assigned to a contract city or incidents that occur within the City, will be investigated according to current policy. The IIU Commander, or designee, shall notify the affected Precinct Commander/City Policy Chief of the complaint as soon as practical.
- B) The criteria for case assignment to the precinct/city for investigation shall be consistent with current KCSO Policy. General Order 10.40.135, identifies the following types of investigations that will remain with IIU for follow-up:
 - 1) When sustained, could result in termination or demotion

- 2) Where criminal conduct is involved
- 3) When there are controversial or newsworthy circumstances
- 4) Any complaint the Commander deems appropriate to be investigated by IIU
- 5) Any complaint the Sheriff directs IIU to investigate
- C) The Internal Investigations Unit reviews all "Use of Force Reports", and investigates complaints of excessive force.

IV. INVESTIGATION OF PERSONNEL MISCONDUCT

- A) Investigations of alleged personnel misconduct shall be conducted in accordance with General Orders Manual, Section 10, Personnel Complaint Manual and General Orders Manual 3.01.000, Investigation of Personnel Misconduct.
- B) Completed investigations conducted at the Precinct or City level shall be reviewed by the Precinct Commander/City Police Chief and forwarded to IIU through the Chain of Command.

V. INFORMATION PROVIDED TO THE CHIEF EXECUTIVE OFFICER

- A) Chief Executive Officers shall be notified of complaints of misconduct involving KCSO personnel assigned to the City or of incidents that occur within the City. This notification may come from either the Precinct Commander or the City Police Chief.
- B) Results of the investigation will be shared with the Chief Executive Officer, as soon as practical, but the investigative file may not be copied in accordance with case law. Specific discipline for sustained complaints emanating from the member's assignment to the City will be disclosed to the Chief Executive Officer.
- C) Written correspondence to the complainant will originate from the KCSO. City letterhead with the signature block, "Commander, Internal Investigations Unit" may be used rather than the KCSO letterhead. The City letterhead option is available for the City, but not required.

VI. GRIEVANCE PROCEDURES

- A) KCSO members may file a grievance concerning the findings or discipline as the result of a complaint investigation according to the current collective bargaining agreement.
- B) Local, State, and Federal statutes; case law; and the member's collective bargaining agreement govern the grievance procedure.

EXHIBIT E:

HOURLY COSTS FOR SELECTED SERVICES

EXHIBIT F

GLOSSARY OF TERMS

Absence

The state of being absent from one's assigned duties for a period of time though funds, in most cases, continue to be expended.

Absent without leave

Absent without authorization.

Administrative Sergeant

Reports directly to the City's Commanding Officer (Captain or Major) and assists in carrying out the commander's duties; functions as "Acting Police Chief" in the absence of the City Police Chief; wears appropriate rank insignia on city uniform consistent with KCSO rank; interacts with the city staff and city council members in accordance with RCW 35.18.110; and; is expected to present her/himself in the community in a manner that supports and maintains trust in the contract city government and staff.

Alternative shift schedules

Subject to negotiation, this includes flex time (an employee's shift starting time may vary up to 4 hours from normal).

Audit

A formal examination of the KCSO's accounts or financial situation; a methodical examination and review.

Backfill

Staffing a patrol district with some one other than the normally scheduled deputy due to a planned or unplanned absence.

Benefits

Medical, dental, unemployment, A & D and life insurance, retirement plans; and vacation, sick and holiday pays.

Bereavement Leave

Up to 3 days leave with pay that can be used when a member of one's immediate family passes away.

BLET/BLEA

Basic Law Enforcement Training/Academy (720 hours).

Captain

Appointed by the Sheriff from a certified eligibility list provided by the King County Civil Service Commission and subordinate to the rank of Major.

Car Per Officer (CPO)

Take home vehicles assigned to department members.

Career Service Employee

An employee who is appointed to a career service position as a result of a competitive examination process.

Chief

See “Contract City Police Chief” below.

Chief (Division)

Appointed by the Sheriff with the consent of the County Council and subordinate to the rank of Sheriff.

City Department Model

Under the city department model, the level, degree and type of precinct/city services and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff or his/her designee. For precinct level services, operates as a stand alone model.

City Police Precinct

To qualify as a City Police Precinct, the following minimum standards must be met:

- meet or exceed all applicable city, state and federal codes and requirements.
- provide sufficient secure office space to accommodate all personnel permanently assigned to the precinct.
- provide appropriate locker and shower/restroom facilities for all male and female assigned staff.
- provide adequate secure, fenced parking for police vehicles.
- provide at least two separate holding cells that meet all county, state and federal codes for temporarily segregating and detaining male/female and juvenile/adult prisoners.
- provide a private, secure entrance through which prisoners can be moved in and out of the holding cell area.
- provide two interview rooms and a meeting/roll-call room.
- provide a permanent evidence storage room and additional safe, secure storage for small arms ammunition, explosives, flammable materials and other hazardous substances.

- provide a secure area in which to air dry wet evidence prior to packaging.
- provide a connection to the county WAN and other applicable telecommunications systems infrastructure that meets or exceeds county standards.
- provide concealed pistol permit and other administrative services to the public at the city police precinct or other city facility.

Civil Service Employee

An employee who is appointed to a (government) civil *service* position as a result of a competitive examination process.

Clothing Allowance

Deputies not required to wear a uniform for at least one full month receive additional pay while so assigned.

Commissioned

Sworn officers/deputies.

Communications Center

Provides emergency telecommunications services between citizens and appropriate public safety agencies on a 24 hour a day basis including a Computer Assisted Dispatch (CAD) system that allows operators to dispatch sworn officers and non-sworn community service officers (CSO's) to calls for police services and take some types of incident reports via the telephone.

Community Service Officer (CSO)

Non-sworn, uniformed staff who do not have arrest authority.

Compensatory time

Time off that is granted with pay in lieu of pay to FLSA-overtime eligible employees for work performed either on an authorized overtime basis or on a holiday that is normally scheduled as a day off.

Contract City Police Chief

Reports directly to Precinct Commander (if Major, directly to Division Chief); works at the direction of city manager/administrator and in compliance with KCSO Policy, Procedures & Directives; Interacts with city staff and council members in accordance with RCW 35.18.110; Functions as a department head within the contract city structure. KCSO ranks that qualify for the chief's position are determined by city population: Sergeant – less than 20,000; Captain – greater than 20,000; cities choosing the full city model department may select a Major as chief.

Court overtime

Deputies are compensated for court appearances, pre-trial hearings or conferences at the county overtime rate stated in the Collective Bargaining Agreement, Article 8, Section 3.

Dedicated staff

Personnel regularly assigned to a contract city.

Deputy (Officer)

Appointed by the Sheriff from a certified eligibility list provided by the King County Civil Service Commission and subordinate to the rank of Sergeant.

Disability

A person is considered to have a “disability” if s/he has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.

Discretionary training

Training not mandated by federal, state or county regulations.

Dispatched calls for service (DCFS)

Police details that are initiated through the communications center.

Educational incentive pay

Additional pay commensurate with an employee’s education.

Fair Labor Standards Act (FLSA)

A law governing compensation for hours worked/overtime.

Family Leave

Paid absence to care for a child, spouse or parent with a serious health condition (employees may receive up to 6 days paid leave per year to be used in lieu of sick leave for family care purposes).

Family Medical Leave Act (FMLA)

Federal Emergency Management Agency (FEMA)

Field Training Officer (FTO)

An experienced deputy with special training used to train and evaluate recruit officers.

Field Training Program

An organized training program and standardized evaluation process for recruit officers to ensure that each candidate has an equal opportunity to succeed.

Field Training Sergeant

Assists in the FTO selection process, monitors recruit and FTO performance; initiates, schedules, monitors and documents any special recruit training assignments; completes weekly evaluation reports of reach Phase II recruit, schedules and chairs Alternate Week Evaluation meetings.

Flexible Services Model

Under the flexible services model, base level law enforcement services will be provided to the city in proportion to the City's share of workload.

Hazardous duty pay

Additional pay given to a deputy while serving in one of the following assignments: helicopter, bomb disposal, motorcycle, scuba diver, K-9, TAC-30, patrol, clandestine drug lab team.

Lateral Academy

Recruit training for lateral entry officers.

Lateral entry deputy/officer

A deputy hired with prior law enforcement experience.

Leaves of absence

Governed by R.C.W. 41.14.160 and King County Ordinance 3.12.250.

1. Precinct or Section Commanders may grant up to twenty-four (24) hours of leave without pay for their Department members under their command.
2. Leaves without pay over twenty-four (24) hours may only be granted by the Sheriff.
 - A) Leaves without pay for periods of more than one (1) month shall also be approved in writing and in advance by the Director of the Office of Human Resource Management.

3. Department members shall obtain the appropriate memorandum form from the Personnel Unit, and complete either:
 - A) Medical leave of absence (other than maternity); or
 - B) Medical leave of absence (maternity).

Leave with pay

Authorized time off with pay - examples include vacation, compensatory time, and parental leave.

Leave without pay

Any absence of an employee from duty without compensation.

LEOFF 1

Law Enforcement and Fire Fighters Retirement System (Prior to October 1, 1977).

LEOFF 2

Law Enforcement and Fire Fighters Retirement System (Since October 1, 1977).

Limited commission (also called a special commission)

Grants a deputy specific duties within a specified area.

Longevity pay

Additional pay given for length of service.

Major

Appointed by the Sheriff with the consent of the County Council and subordinate to the rank of Division Chief.

Managing Patrol Performance (MPP)

A computer based patrol staffing model.

Mandatory training

Training that is mandated by state or federal regulations (i.e., Firearms, EVOC, Hazmat, First Aid and CPR).

Master Police Officer (MPO)

A non-civil service position appointed by a Selection Committee BI-annually from an eligibility list meeting the criteria in KCSO General Orders Manual Section 1.06.000 and subordinate to the rank of Sergeant.

Media Relations Officer (MRO)

Deputy chosen to be responsible for organizing all media interactions.

Military leave

Leave of absence with pay for active military duty.

Non-chargeable services

Services generally deployed county-wide and not charged under the contract for legislative or policy reasons.

Non-commissioned

Non-sworn personnel.

Officer

See Deputy

Parental leave

Leave of absence to care for a newborn child, a newly adopted child or a newly placed foster child.

Permanent (Regular) assignment

Normal duty station.

PERS 1

Public Employees Retirement System (Prior to October 1, 1977).

PERS 2

Public Employees Retirement System (Since October 1, 1977).

Phase I Recruit

A deputy who is attending the Basic Law Enforcement Academy or one of the Pre or Post BLEA courses.

Phase II Recruit

A deputy who, after successful completion of the Basic Academy, is assigned to a precinct for field training for three months with a series of three Field Training Officers (FTO's).

Phase III Recruit

A deputy who successfully completes Phase II will be assigned to a district as a one-person unit/car under the supervision of a MPO (recruits will have special training assignments and receive monthly observation reports).

Phase IV Recruit

A deputy who, after 12 months of employment, is working safely, skillfully and effectively as a “competent police officer” (the deputy is assigned a MPO mentor through the end of his/her probationary time, but no longer has monthly observation reports).

Post BLET/BLEA

Post Basic Law Enforcement Training/Academy.

Pre BLET/BLEA

Pre Basic Law Enforcement Training/Academy.

Premium pay

Additional pay for specialty assignment.

Promotion

The movement of an employee to a higher rank.

Quartermaster

A sergeant who provides uniforms and equipment for department personnel.

Retirement

Completing employment/service as administered and in accordance with the provisions of RCW Chapter 41.40.

School Resource Officer (SRO)

A deputy who provides a school-based community policing presence at primary and secondary schools.

Shared Supervision Model

Under the shared supervision model, the level, degree and type of precinct/city direct services (such as reactive patrol, precinct detectives and city administrative sergeants, for example) and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff or his/her designee (Precinct command and supervision shall be shared by the County and the City). Patrol and other precinct staff may be dedicated to the City, but line supervision and other staff are shared with the rest of the precinct.

Sheriff

Elected Chief Executive of the King County Sheriff's Office.

Sick leave

Paid leave of absence from work due to employee or family member's illness.

Transfer

Movement of an employee from one position to another position that has the same or comparable job classification and salary.

Temporary assignment/position

An assignment/position that is not a regular assignment/position and includes probationary period or provisional appointment.

Termination

Separation of employment as a result of discharge, resignation, retirement, reduction in force, or death.

Vacancy

A position which is empty, unfilled, or unoccupied such that no funds are being expended.

Washington State Criminal Justice Training Center (WSCJTC)

Commonly referred to as the "Academy", the WSCJTC is located in the City of Burien, and serves as the primary training site for western Washington police recruits.

EXHIBIT G
ARSON INVESTIGATION COSTING MODEL

ARSON SERVICE TO CITIES
SUMMARY OF ESTIMATED COSTS FOR AVERAGE
OF 3 CALCULATION METHODS

Updated for Cities participating as of 03/03/00

<i>Jurisdiction</i>	<i>Percent Based on Hours Share</i>	<i>Percent Based on Value Share</i>	<i>Percent Based on Incident Share</i>	<i>\$ Share Average of Three Methods</i>	<i>Percent Average of Three Methods</i>
Black Diamond	1.3%	1.4%	0.9%	\$1,469	1.2%
Burien	20.4%	15.4%	18.0%	\$22,007	17.9%
Carnation	0.2%	0.2%	0.4%	\$349	0.3%
Covington	9.5%	4.3%	9.9%	\$9,703	7.9%
Des Moines	3.2%	4.1%	1.6%	\$3,666	3.0%
Duvall	0.1%	1.2%	0.9%	\$896	0.7%
Enumclaw	1.0%	7.4%	1.8%	\$4,208	3.4%
Kenmore	7.5%	8.9%	12.4%	\$11,783	9.6%
Maple Valley	3.7%	6.4%	6.1%	\$6,625	5.4%
North Bend	1.9%	2.9%	2.2%	\$2,849	2.3%
Pacific	1.5%	4.1%	1.9%	\$3,045	2.5%
Seatac	15.3%	19.0%	15.5%	\$20,360	16.6%
Sammamish	5.1%	0.0%	4.9%	\$4,095	3.3%
Shoreline	25.7%	21.4%	18.5%	\$26,888	21.9%
Woodinville	3.7%	3.4%	5.1%	\$4,985	4.1%
Total	100.0%	100.0%	100.0%	\$122,929	100.0%

EXHIBIT H
ARSON INVESTIGATION
CALL OUT PROTOCOLS

Fire Investigation Unit - Call Out Protocols – Contract Cites

FINV-0012b

Department/Issuing Agency

Effective Date

Building Services Division

Apr 1, 2000

Approved by

Type of Action

Page Number

Revision Page 1 of 3

1.0 **SUBJECT TITLE:** Fire Investigation Unit - Call Out Protocols for contract cities

2.0 **PURPOSE:**

2.1 To outline the policies of the King County Fire Marshal's Office regarding the investigation of fires in cities having a contractual agreement for fire investigation with King County and to establish recommended procedures to be followed by the responsible fire suppression agency in determining when a King County fire investigator should be requested.

3.0 **ORGANIZATIONS AFFECTED:**

3.1 Department of Development and Environmental Services

3.2 King County Fire Marshal's Office

- 3.3 Fire Departments/Districts providing fire suppression to a city that has contracted with the King County Fire Marshal's Office for fire investigation services.
- 3.4 King County Sheriff's Office
- 3.5 Cities having contracts with King County for fire investigation services

4.0 **REFERENCES:**

- 4.1 Uniform Fire Code
- 4.2 R.C.W. Chapter Title 9 and 9A
- 4.3 R.C.W. 19.27.110
- 4.4 R.C.W. 52.12.031 (7)
- 4.5 R.C.W. 48.48.060
- 4.6 King County Administrative Policies and Procedures
- 4.7 King County Fire Marshal Operating instructions Manual
- 4.8 King County Fire Marshal Policy & Procedure Manual

Number: FINV-0012b

Page 2 of 3

5.0 **PROCEDURE:**

- 5.1 The Fire Investigation Unit should be notified and respond to fires as follows:
 - a. Fires where one or more deaths have occurred.
 - b. Fires where one or more serious injuries have occurred, and those injuries have required or are expected

to require hospitalization of the injured party(s).

- c. Fires that are suspected to be, or are known to be intentionally set and are not investigated by Fire Department personnel under one of the excepted categories in 6.2.
- d. Fires where the fire suppression agency has not determined a cause, except where the loss is minimal and there is no measurable value in determining the cause.
- e. All fires where there is evidence that an explosive device was used to initiate the fire or resulted in the fire occurring.

Note: This provision is not intended to include containers normally found at the fire scene that exploded as a result of the fire, such as propane bottles, compressed air bottles or aerosol containers.

5.2 The King County Fire Marshal's Office will maintain an investigative program designed to collect, store and disseminate information relating to the prevention of fires, accidental or arson caused, to reduce loss of life, fire related injuries, incident frequency and monetary loss.

5.3 Every effort will be made to determine the cause of every investigated fire.

5.4 Where the cause has been determined to be arson, the Fire Investigation Unit of the King County Fire Marshal's Office shall perform the follow-up investigation and preparation of criminal charges where appropriate.

5.5 In incidents involving death or serious injury where hospitalization was or is expected to be required, all reports, evidence, and photographs will be properly secured by the fire investigation unit until the case has been resolved

5.6 The King County Fire Investigation Unit will compile and submit monthly UCR (Uniform Crime Reporting) data for the Federal Bureau of Investigation to the King County Sheriff's Office, for cities who contract with the King County Sheriff's Office for police services and to the City Police department for all cities that maintain their own Police Department if requested.

6.0 **RESPONSIBILITIES:**

- 6.1 The King County Fire Investigation Unit is responsible for the investigation of all fires that have been investigated by the Fire Investigation Unit as outlined in section 5.1 of this document.

Number: FINV-0012b

Page 3 of 3

- 6.2 Qualified Fire Department personnel in the responsible fire suppression agency may conduct fire investigations in the following categories:
- a. Intentionally set fires in Dumpsters and other refuse/garbage containers.
 - b. Intentionally set fires in Newspaper collection containers
 - c. Intentionally set fires in Newspaper distribution structures (Times, P.I., etc.).
 - d. Intentionally set fires in Containers used for collection of clothing, etc.
 - e. Intentionally set fires in abandoned vehicles with a value less than \$250.
 - f. And other such fires as the responsible fire department is qualified to investigate.
- 6.3 For investigations conducted by Fire Department personnel for the investigations noted in section 6.2 above the following recommended procedures may be followed:
- a. Notification of the King County Fire Investigation Unit the following business day of all fire investigations conducted by the Fire Department in accordance with Section 6.2 for all fires that were determined to be intentionally set.
 - b. Examination of the fire scene to determine area, point of origin and cause
 - c. Identification, protection, preservation and collection of all physical evidence for all fires that were determined to be intentionally set. Fire department personnel will assist the responsible police department patrol unit in packaging of evidence, which will then be transported by the patrol unit for storage.
 - d. Preparation of a comprehensive fire investigation report using the King County Fire Investigation Unit format and, where necessary, a fire scene sketch for all fires that were determined to be intentionally set.
 - e. Photographing of the fire scene should be accomplished in three (3) steps, 1) prior to disturbing any debris or other items at or near the point of origin, 2) once again during the examination and 3) at the conclusion of the examinations. Any items considered to be evidence should be shown in photographs at the time and place they were discovered

and identified.

- f. Notification of the responsible police department via the police communications center where arson is suspected or confirmed.
- g. Forwarding of the fire report along with all available information obtained during the investigation and transfer of the physical evidence, where appropriate, to the Fire Investigation Unit for all fires that were determined to be intentionally set.
- h. Forwarding a copy of the photographs (or other acceptable photographic medium) and the negatives of the incident to the Fire Investigation Unit for all fires that were determined to be intentionally set.

Note: The proper documentation of fire incidents, accidental or arson, is critical. The scene examination must provide factual information describing what, where, why, and how this fire occurred. Photographs, properly taken, will provide a picture record of the conditions on arrival, during examination, and at the conclusion. The combination will be the basis for re-construction of the fire scene, determination of important time factors and sequence of events prior to and at the time of the fire, including the fire tactics used in extinguishing the fire, an important consideration.



City Council Agenda Bill

SUBJECT:		Agenda Date: May 20, 2025		AB25-051	
Motion Authorizing First Amendment to the Employment Agreement with Interim City Administrator Robert Larson		Department/Committee/Individual			
		Mayor Mary Miller			X
		Interim City Administrator – Bob Larson			
		City Attorney – Kendra Rosenberg			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			X
		Comm. & Economic Development – James Henderson			
		Finance – Martin Chaw			
Cost Impact: N/A		Public Works – Mark Rigos			
Fund Source: N/A					
Timeline: Immediate					
Attachments: First Amendment, Employment Agreement					
<p>SUMMARY STATEMENT:</p> <p>Mr. Larson was appointed by Mayor Miller at the December 3, 2024 City Council meeting as Interim City Administrator. An employment agreement was also approved at that same meeting. Included in the agreement is a clause that allows the Mayor to request an extension of the term with confirmation from the Council. An extension is desired until July 25, 2025, or until one work week after a new City Administrator has started employment, whichever occurs earlier, unless further extended by mutual agreement and authorized by majority of the Council. This extension will also allow for an informed transition of the work.</p>					
APPLICABLE BRAND GUIDELINES:					
COMMITTEE REVIEW AND RECOMENDATION:					
<p>RECOMMENDED ACTION: MOTION to approve AB25-051, authorizing the Mayor to execute a First Amendment to the Employment Agreement with Interim City Administrator Robert Larson, in a form and content acceptable to the City Attorney.</p>					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>	<i>Action</i>		<i>Vote</i>		
May 20, 2025					

**FIRST AMENDMENT TO THE INTERIM CITY ADMINISTRATOR EMPLOYMENT
AGREEMENT BY AND BETWEEN
THE CITY OF NORTH BEND AND ROBERT LARSON**

This First Amendment to the Interim City Administrator Employment Agreement by and between the City of North Bend and Robert Larson ("First Amendment") amends the Interim City Administrator Employment Agreement entered into on _____, 2024 ("Agreement"), between the City of North Bend, a municipal corporation ("City") and Robert Larson ("Employee").

WHEREAS, the City and Employee desire to extend the Duration of Employment set forth in Section 2 of the Agreement through July 25, 2025, or until a new City Administrator has started employment with the City of North Bend and allowing a transition period of one work week, whichever occurs earlier;

NOW, THEREFORE, the City and Employee agree to the following terms and conditions:

1. Section 2 of the Agreement (Duration of Employment), Amended. Section 3 of the Agreement (Duration of Employment) is hereby amended to read as follows:
 2. Duration of Employment. This Agreement shall become effective on December 4, 2024, and shall remain in full force and effect through July 25, 2025, or until a new City Administrator has started employment with the City of North Bend and allowing a transition period of one work week, whichever occurs earlier, unless extended by mutual agreement of the parties and authorized by a majority of the city councilmembers.
2. Full Force and Effect. All other terms and conditions in the Agreement shall remain in full force and effect as provided therein.

DATED this _____ day of _____, 2025.

EMPLOYEE:

Robert Larson

CITY OF NORTH BEND:

Mary Miller, Mayor

Attest:

Susie Oppedal, City Clerk

Approved as to Form:

Kendra Rosenberg, City Attorney

**CITY OF NORTH BEND
INTERIM CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into between the City of North Bend, a Washington municipal corporation (the “City”), and Robert Larson (“Employee”), to describe the terms and conditions of Employee’s employment by the City as its Interim City Administrator.

RECITALS

WHEREAS, Employee has the skills, experience and qualifications necessary to perform the duties of Interim City Administrator; and

WHEREAS, Employee agrees to serve in the capacity of Interim City Administrator for a set duration of employment, which may be extended by mutual agreement of the parties, and on the terms and conditions set forth in this Agreement; and

WHEREAS, Employee acknowledges that adequate consideration has been provided for this Agreement to include salary and leave benefits;

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants contained herein, Employee and City agree as follows:

AGREEMENT

1. Employment. The City hereby employs Employee to serve in the position of Interim City Administrator for the City. Employee shall perform all duties assigned to the position as provided in North Bend Municipal Code (“NBMC”) chapter 2.06, and Washington State law, together with such other and further duties and special projects as may be assigned to the Interim City Administrator by the City’s Mayor or designee. Pursuant to NBMC 2.06.010, Employee shall serve as the Interim City Administrator at the pleasure of and at the discretion of the Mayor, subject to the confirmation of a majority of the city councilmembers.
2. Duration of Employment. This Agreement shall become effective on December 4, 2024, and shall remain in full force and effect for a term of six (6) months, unless extended by mutual agreement of the parties and authorized by a majority of the city councilmembers.
3. “At Will” – Termination by the City. Employee shall at all times during their employment be considered an “at will” employee, subject to termination by the City’s Mayor at any time with or without cause. Nothing in the Agreement shall be construed to be anything other than an “at will” employment relationship between the City and Employee and Employee expressly acknowledges that no contrary representations have been made by the City. Employee waives any request for severance or additional compensation from the City for the duration of this Agreement as set forth in Section 1.

4. Resignation or Retirement. Employee reserves the right to resign or retire from employment by the City at any time with or without cause. Employee agrees to give the City not less than thirty (30) days' notice prior to the effective date of any such resignation or retirement.
5. Compensation. Employee shall be compensated during the term of this Agreement as follows:
 - a. Base Salary. Employee shall receive a monthly salary of \$17,781 with a cost of living increase of 3.6% that will be implemented on January 1, 2025, for a prorated annual salary in 2025 of \$221,053.
 - b. Benefits. Employee will be entitled to paid holidays as set forth in the City's Personnel Policies. Employee shall receive an initial bank of forty (40) hours of vacation leave as of the effective date of this Agreement and will be entitled to vacation leave accrual at the maximum rate beginning February 16, 2025, as set forth in the City's Personnel Policies. Unused, accrued vacation leave will be paid to Employee at the current compensation rate at the end of employment. Employee shall also receive all other benefits provided by the City to non-represented Federal Fair Labor Standards Act ("FLSA") exempt employees as follows:
 - Executive leave bank of forty-five (45) hours to be used consistent with the City's Personnel Policies;
 - An initial bank of forty (40) hours of sick leave as of the effective date of this Agreement and sick leave accrual thereafter consistent with State law and the City's Personnel Policies. Unused, accrued sick leave will not be paid to Employee at the end of employment and will have no cash out value;
 - Health insurance coverage to include medical, dental, and vision coverage consistent with non-represented FLSA exempt employees and the City's Personnel Policies or opt-out payments in lieu of health insurance coverage by the City in the following amounts: \$311.39 in December of 2024 and \$334.12 beginning in January of 2025 for each month thereafter;
 - Deferred compensation program with a City match of funds up to \$200/month;
 - The City shall contribute to Washington State Retirement System (PERS) as required by State law for Employee or an alternate pension plan, if selected by Employee, authorized by State law. Employee may but is not required to participate in PERS. Employee has elected to not participate in PERS consistent with RCW 41.40.023(17). In lieu of City contributions to PERS, the City will contribute to Employee's Mission Square Retirement Corporation (formerly ICMA-RC) the equivalent amount the City would be required to pay to PERS;
 - Housing reimbursement not to exceed three (3) nightly charges each week in the Snoqualmie-North Bend area for short term/hotel housing in an

**CITY OF NORTH BEND
INTERIM CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into between the City of North Bend, a Washington municipal corporation (the "City"), and Robert Larson ("Employee"), to describe the terms and conditions of Employee's employment by the City as its Interim City Administrator.

RECITALS

WHEREAS, Employee has the skills, experience and qualifications necessary to perform the duties of Interim City Administrator; and

WHEREAS, Employee agrees to serve in the capacity of Interim City Administrator for a set duration of employment, which may be extended by mutual agreement of the parties, and on the terms and conditions set forth in this Agreement; and

WHEREAS, Employee acknowledges that adequate consideration has been provided for this Agreement to include salary and leave benefits;

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants contained herein, Employee and City agree as follows:

AGREEMENT

1. Employment. The City hereby employs Employee to serve in the position of Interim City Administrator for the City. Employee shall perform all duties assigned to the position as provided in North Bend Municipal Code ("NBMC") chapter 2.06, and Washington State law, together with such other and further duties and special projects as may be assigned to the Interim City Administrator by the City's Mayor or designee. Pursuant to NBMC 2.06.010, Employee shall serve as the Interim City Administrator at the pleasure of and at the discretion of the Mayor, subject to the confirmation of a majority of the city councilmembers.
2. Duration of Employment. This Agreement shall become effective on December 4, 2024, and shall remain in full force and effect for a term of six (6) months, unless extended by mutual agreement of the parties and authorized by a majority of the city councilmembers.
3. "At Will" – Termination by the City. Employee shall at all times during their employment be considered an "at will" employee, subject to termination by the City's Mayor at any time with or without cause. Nothing in the Agreement shall be construed to be anything other than an "at will" employment relationship between the City and Employee and Employee expressly acknowledges that no contrary representations have been made by the City. Employee waives any request for severance or additional compensation from the City for the duration of this Agreement as set forth in Section 1.

4. Resignation or Retirement. Employee reserves the right to resign or retire from employment by the City at any time with or without cause. Employee agrees to give the City not less than thirty (30) days' notice prior to the effective date of any such resignation or retirement.
5. Compensation. Employee shall be compensated during the term of this Agreement as follows:
 - a. Base Salary. Employee shall receive a monthly salary of \$17,781 with a cost of living increase of 3.6% that will be implemented on January 1, 2025, for a prorated annual salary in 2025 of \$221,053.
 - b. Benefits. Employee will be entitled to paid holidays as set forth in the City's Personnel Policies. Employee shall receive an initial bank of forty (40) hours of vacation leave as of the effective date of this Agreement and will be entitled to vacation leave accrual at the maximum rate beginning February 16, 2025, as set forth in the City's Personnel Policies. Unused, accrued vacation leave will be paid to Employee at the current compensation rate at the end of employment. Employee shall also receive all other benefits provided by the City to non-represented Federal Fair Labor Standards Act ("FLSA") exempt employees as follows:
 - Executive leave bank of forty-five (45) hours to be used consistent with the City's Personnel Policies;
 - An initial bank of forty (40) hours of sick leave as of the effective date of this Agreement and sick leave accrual thereafter consistent with State law and the City's Personnel Policies. Unused, accrued sick leave will not be paid to Employee at the end of employment and will have no cash out value;
 - Health insurance coverage to include medical, dental, and vision coverage consistent with non-represented FLSA exempt employees and the City's Personnel Policies or opt-out payments in lieu of health insurance coverage by the City in the following amounts: \$311.39 in December of 2024 and \$334.12 beginning in January of 2025 for each month thereafter;
 - Deferred compensation program with a City match of funds up to \$200/month;
 - The City shall contribute to Washington State Retirement System (PERS) as required by State law for Employee or an alternate pension plan, if selected by Employee, authorized by State law. Employee may but is not required to participate in PERS. Employee has elected to not participate in PERS consistent with RCW 41.40.023(17). In lieu of City contributions to PERS, the City will contribute to Employee's Mission Square Retirement Corporation (formerly ICMA-RC) the equivalent amount the City would be required to pay to PERS;
 - Housing reimbursement not to exceed three (3) nightly charges each week in the Snoqualmie-North Bend area for short term/hotel housing in an

amount not to exceed \$2,000 per month; and

- All other benefits provided to City non-represented FLSA exempt employees as they exist now or may be modified in the future.

Employee shall also be entitled to elect other voluntary benefit options as they exist now or as they are modified by the City in the future. The following voluntary benefits exist on the effective date of the Agreement:

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness;
- Additional self-paid Voluntary Group Life Insurance;
- Self-paid enrollment in the choice of three Deferred Compensation Plans; and
- Flexible Savings Account (FSA).

- c. Timing of Monthly Payments – Deductions. All monthly payment of salary and benefits shall be made at the same time and on the same date as the City's regular payroll. All such monthly payments shall be subject to all required State and federal deductions, including income tax, social security, and any other deduction required and authorized by law.

6. Work Schedule. Employee is a confidential, exempt employee for purposes of the FLSA and as such shall not work a fixed forty (40) hour per week schedule. Employee shall generally work at North Bend City Hall during regular business hours of the City, Monday through Friday, provided, Employee shall receive time off for sick and vacation leave and holidays according to the holiday schedule customarily observed by the City consistent with the City's Personnel Policies. Remote work may be permitted if authorized in advance by the Mayor. Employee shall attend all meetings of the North Bend City Council and such other council committee, city board, commission and staff meetings as requested by the Mayor or as required by the duties of Interim City Administrator as described in Section 1 of this Agreement.

7. General Provisions.

- a. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- b. Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
- c. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the parties shall bear their own costs and fees.

North Bend Interim City Administrator
Employment Agreement
Page 3 of 4


- d. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- e. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Washington; venue for any dispute shall be in King County, Washington.
- f. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- g. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- h. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each party.

Dated this 5TH day of December, 2024.

EMPLOYEE:


Robert Larson


CITY OF NORTH BEND:


Mary Miller, Mayor

Attest:


Susie Oppedal, City Clerk

Approved as to Form:


Kendra Rosenberg, City Attorney



City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024		AB24-146
Motion Authorizing the Mayor to Execute and Administer the Employee Agreement for Interim City Administrator Robert Larson	Department/Committee/Individual		
	Mayor Mary Miller		X
	City Administrator –		
	City Attorney – Kendra Rosenberg		X
	City Clerk – Susie Oppedal		
	Administrative Services – Lisa Escobar		X
	Comm. & Economic Development – James Henderson		
	Finance – Martin Chaw		
Cost Impact: N/A	Public Works – Mark Rigos		
Fund Source: N/A			
Timeline: Immediate			
Attachments:			
<p>SUMMARY STATEMENT:</p> <p>Mr. Larson will join the City staff as a full-time employee in the position of Interim City Administrator. He will be entitled to receive the same employment benefits of any full-time City employee in addition to other benefits specifically identified in the Employment Agreement during a set term of 6 months. At or before the end of this initial term, Mayor Miller could request an extension of the term, with confirmation from Council.</p>			
APPLICABLE BRAND GUIDELINES:			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to approve AB23-146, authorizing the Mayor to execute and administer the Employment Agreement with Robert Larson.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
December 3, 2024	Passed	6-1 (Torguson)	