City Council Meeting

September 15, 2026 – Agenda

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

7:00 PM – Call to Order, Roll Call, Flag Salute

Approval of September 15, 2026 Agenda

Consent Agenda:

1) **Minutes**
   a) City Council Meeting of September 1, 2026
   b) City Council Workstudy of August 25, 2026
2) **Payroll**
   a) **September 4, 2026 – 79394** through **79399,** in the amount of **$411,303.35**
3) **Checks**
   a) **September 15, 2026 – 79393, 79400** through **79471,** in the amount of **$1,564,876.95**
4) **AB26-079 -** Ordinance Amending NBMC RE Outside City Limits Low Income Senior/Disabled Utility Rate Discount — Elaine Morse
5) **AB26-080 -** Ordinance Amending Taxes, Rates & Fees Schedule RE Outside City Limits Low Income Senior/Disabled Utility Rate Discount — Elaine Morse

Audience Participation: (Please restrict comments to 3 minutes)

Commission & Committee Reports:

6) City Council Standing Committees
   City Commissions
   Regional Committees

Introductions:

7) **AB26-081 - Public Hearing,** Ordinance Amending Taxes, Rates & Fees Schedule RE School Impact Fees — Jamie Burrell
8) **AB26-082 -** Motion Authorizing Amendment to SCORE Jail Services Interlocal Agreement — Amber Emery
9) **AB26-083 -** Resolution Accepting FHWA RTCC Grant Funds for NB Way-Mt Si Road Roundabout Project — Tom Mohr
10) **AB26-084 -** Resolution Accepting FHWA TAP Grant Funds for Tanner Trail Extension Project — Tom Mohr

11) **AB26-085 -** Motion Authorizing Collective Bargaining Agreement for Office, Clerical & Technical Employees — Lisa Escobar

Mayor, Council & Administrator Concerns and Initiatives: (Business and general information presented that may be deliberated upon by the Council. Formal Action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

Adjournment:

***Please Note:** Members of the public may choose to attend the meeting in person or by teleconference. Members of the public attending the meeting in-person will have an opportunity to provide public comment and if attending the meeting by teleconference may submit written comments via in-person drop off, mail, fax, or e-mail to 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

NORTH BEND CITY COUNCIL MINUTES
September 1, 2026
City Hall, 920 SE Cedar Falls Way, North Bend, Washington

CALL TO ORDER, ROLL CALL:

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

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

Councilmember Tremolada requested AB26-076 – Ordinance Amending NBMC Titles 14, 17 & 20 RE Residential Lot Splitting & Unit Lot Subdivision be remanded to the September 22, 2026 City Council Workstudy.

Councilmember Tremolada **MOVED,** seconded by Councilmember Joselyn to approve the September 1, 2026 City Council meeting agenda as amended. The motion **PASSED** 7-0.

CLOSED SESSION:

Mayor Miller recessed the meeting for a Closed Session at 7:02 p.m. pursuant to RCW 42.30.140(4)(b), "that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress." No action was anticipated as a result of the Closed Session, which was expected to last fifteen minutes and videotaping of the meeting ceased.

Attorney Gina Comeau of Summit Law Group was present for the Closed Session.

At 7:16 p.m. it was announced to audience members outside the adjournment room that the Closed Session was expected to last an additional ten minutes.

The regular meeting was reconvened at 7:26 p.m.

CONSENT AGENDA:

Minutes – City Council Meeting of August 18, 2026
Payroll – August 20, 2026 – 79341 through **79345**, in the amount of **$315,529.75**
Checks – September 1, 2026 – 79337–79340 & 79346–79392, in the amount of **$3,596,980.99**
AB26-072 – Resolution 2192 Accepting Tanner Electric Substation & Storage Yard Infrastructure Improvements
AB26-073 – Resolution 2193 Accepting Milam Sewer Main Extension Infrastructure Improvements

AB26-074 – Motion Authorizing PSE Schedule 51 Lighting Contract for North Bend Way - NW 8th Street Roundabout Project

AB26-075 – Resolution 2194 Awarding Ribary Creek Sediment Pond Maintenance Project to Fury Site Works

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

AUDIENCE PARTICIPATION:

Elizabeth Davis, North Bend resident, reported Friends of the North Bend Library would be holding a book sale starting September 16th at 5 p.m. at the library and noted the group was also looking for donations of Christmas decorations for an upcoming event.

Jane Danforth Koser, North Bend resident, invited all to attend the Snoqualmie Valley Museum's Silent Auction Fundraising Event on September 26th from 5 – 9 p.m. at the Snoqualmie Inn.

Helen Lauer, Snoqualmie Resident, Snoqualmie Valley for Responsible Energy, provided an update on the proposed Battery Energy Storage System project in Snoqualmie.

Ryan Makinster, Master Builders Association of King & Snohomish Counties, spoke regarding AB26-076 – Ordinance Amending NBMC Titles 14, 17 & 20 RE Residential Lot Splitting & Unit Lot Subdivision.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Presentation – Encompass **Audio: 12:41**

Encompass Executive Director Nela Cumming provided an update on Encompass which included noting sixty years of service provided to the Snoqualmie Valley, purpose of the organization, early learning and parent support programs, pediatric therapy options, "Glow & Grow" therapeutic groups, and 2026 statistics for the organization including 775 children served in the North Bend zip code.

Proclamation – Suicide Prevention Month **Audio: 41:10**

Mayor Miller read a proclamation declaring September 2026 as Suicide Prevention Month in the City of North Bend. Executive Director Helene Wentink of Empower Youth Network was on hand to accept the proclamation.

Proclamation – Hunger Action Month **Audio: 45:04**

Mayor Miller read a proclamation declaring September 2026 as Hunger Action Month in the City of North Bend. Executive Director Calib Miller and Development Manager Ellen Pronin of Snoqualmie Valley Food Bank were on hand to accept the proclamation.

INTRODUCTIONS:

AB26-077 – Motion Authorizing Contract Amendment with Peach Global Solutions **Audio: 50:37**

Community & Economic Development Director Henderson provided the staff report.

Councilmember Torguson **MOVED,** seconded by Councilmember Elwood to approve AB26-077, authorizing the Mayor to execute and administer a contract amendment with Peach Global Solutions, in an amount not to exceed $18,000, in a form and content approved by the City Attorney. The motion **PASSED** 7-0.

AB26-078 – Motion Authorizing Contract with Creative Financial Staffing **Audio: 1:04:13**

Deputy Finance Director Morse provided the staff report.

Councilmember Rustik **MOVED,** seconded by Councilmember Torguson to approve AB26-078, authorizing the Mayor to execute a professional services agreement with Creative Financial Staffing, LLC, in an amount not to exceed $47,424, in a form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Koellen expressed her appreciation for all local non-profit organizations that provide assistance to community members.

Councilmember Rustik mentioned she had recently visited the Jordan Morris Foundation Soccer Camp in Preston and noted the organization was a wonderful resource for children with type 1 diabetes.

Councilmember Joselyn echoed Councilmember Koellen's comments regarding local non-profits and reminded all that the new school year has begun and to be mindful when traveling in areas where children may be present.

Councilmember McFarland echoed fellow Councilmember's comments regarding local non-profits and noted the city had entered Stage 2 of the Water Conservation Ordinance. Additionally, he discussed an accident he had witnessed earlier in the day at the intersection of Cedar Falls Way and Maloney Grove Ave. and encouraged all, particularly pedestrians, bicyclists or those riding scooters, to exercise caution when traveling in town.

Councilmember Tremolada touched on the proclamations read earlier in the meeting related to mental health and reminded all of the importance of staying in touch with family and friends.

Mayor Miller spoke regarding the following items:

- Stage 2 of Water Conservation Ordinance
- Blood Drive @ City Hall - September 8th 9 a.m. to 3 p.m.
- Meet up with the Mayor - September 8th 10 a.m. @ Huxdotter
- Yard Waste Recycling – September 12th 8 a.m. to Noon

ADJOURNMENT:

Councilmember Elwood **MOVED** to adjourn, seconded by Councilmember Torguson. The motion **PASSED** 7-0.

The meeting adjourned at 8:43 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk

CITY OF NORTH BEND
CITY COUNCIL WORKSTUDY NOTES
August 25, 2026
City Hall, 920 SE Cedar Falls Way, North Bend, WA

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

Councilmembers Present: Brenden Elwood, Mark Joselyn, Heather Koellen, Rob McFarland, Christina Rustik, and Suzan Torguson. Councilmember Errol Tremolada (remote) arrived at 7:13 p.m.

Staff Present: Mayor Mary Miller, City Administrator Amber Emery, Finance Director Martin Chaw, Public Works Director Tom Mohr, Community & Economic Development Director James Henderson, Administrative Services Director Lisa Escobar, Communications Manager Bre Keveren, IT Manager Phillip Davenport, and City Clerk Susie Oppedal.

Human & Community Services Grant Funding Policy

Administrative Services Director Escobar reviewed a proposed Human Services and Cultural Arts Grant Funding Policy that contained a background on funding for non-profit organizations, the City's funding priorities, purpose of the policy, scope, procedures, and grant funding options of 1) up to 6 percent of the sales tax revenue OR 2) 1.5 percent plus .3 percent of General Fund. Finance Director Chaw provided additional details on funding options and reviewed the city's top five revenue sources for funding.

Council and staff discussed prioritization, one-time requests, determination of priorities, application process, triggers for disqualification, removal of reference to federal budget cuts in proposed policy, promoting application process to smaller organizations, discounting one-time revenues, different revenue sources for human services and cultural arts grants, funding options and formulas, and impartial committee review of grant requests.

After discussion, most expressed interest in funding option #2 utilizing General Fund revenue for grants. It was noted an updated policy and various formula options regarding percentages of the General Fund would come back to the September 1st Finance & Administration meeting for further discussion.

Destination Marketing & Placemaking Manager Position

Community & Economic Development Director Henderson reviewed key takeaways from the July 28th Council Workstudy regarding downtown reactivation and revitalization and discussed the proposed addition of a Destination Marketing Placemaking Manager staff member. He reviewed the salary range and funding source of the proposed position and noted core responsibilities included destination and brand marketing, placemaking and public space activation and revitalization.

Council and staff discussed the job title, salary range and level of experience, additional hard costs for events, and need for applicants to have a strong economic development background.

After discussion, Ms. Emery noted the item would be brought back for Council consideration during the budget process.

Battery Energy Storage System Moratorium Study Update

Community & Economic Development Director Henderson provided an update on the Battery Energy Storage System (BESS) twelve-month moratorium that was adopted on May 19, 2026 with the passage of Ordinance 1856. He reviewed the ordinance's requirements regarding a work plan and deliverables and noted the moratorium could be renewed for one or more six-month terms if necessary. He explained that staff was currently researching other BESS facilities in the state and across the county to determine common use scenarios and land use permitting actions and reviewing other local jurisdictions' progress on studies and zoning for the moratoriums they have enacted. He concluded by sharing a timeline pertaining to next steps for the Study Committee, Planning Commission and City Council.

Council and staff discussed Comprehensive Plan update requirements, data centers, King County requirements and extensions to moratoriums.

Adjournment

The Workstudy closed at 8:06 p.m.

ATTEST:

________________________________	________________________________
Errol Tremolada, Mayor Pro Tem	Susie Oppedal, City Clerk

NORTH BEND
easy to reach. . .hard to leave

City Council Agenda Bill

Agenda Date: September 15, 2026 **AB26-079**

Subject:	**AB26-079 -** Ordinance Amending NBMC RE Outside City Limits Low Income Senior/Disabled Utility Rate Discount		
Department/ Committee/ Individual:	Elaine Morse, Deputy Finance Director	Cost Impact: Fund Source: Timeline:	 Utilities Immediate

Attachments: 1. Ordinance Amending NBMC 13.40.196 Requirements for Eligibility for Discount

Summary Statement:

North Bend Municipal Code ("NBMC") Section 13.40.196 sets forth eligibility requirements for discounted water and sewer rates for low-income senior citizens (as authorized in NBMC 13.40.190) and disabled low-income citizens (as authorized in NBMC 13.40.192). Staff recommend that the low-income senior and disabled residential unit rates apply to all qualifying low-income and disabled customers, regardless of whether a customer resides inside or outside the City limits.

The following table provides the current number of inside City limit customers utilizing the senior/disabled low-income discount program.

	Water	Sewer	Storm & Flood
Current Inside City Limits	30	32	28

Recently, the City has received one outside city limit customer request and application for the senior/disabled low-income utility rate discount. This ordinance amends NBMC 13.40.196 to include eligibility for persons residing outside the city limits who qualify for discounted utility rates.

Applicable Brand Guidelines:

- Affordability

Committee Review and Recommendation:

This item was reviewed at the September 1, 2026 Finance & Administration Committee meeting with the recommendation for approval and placement on the Consent Agenda.

Recommended Action:

Motion to approve AB26-079, an ordinance amending NBMC 13.40.196 to allow discounted residential utility rates for those eligible residing outside the City limits, as a first and final reading.

Record of Council Action:		
Meeting Date	**Action**	**Vote**
September 15, 2026		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AMENDING NORTH BEND MUNICIPAL CODE SECTION 13.40.196 TO ALLOW FOR LOW INCOME SENIOR CITIZENS AND DISABLED LOW-INCOME CITIZENS RESIDING OUTSIDE THE CITY LIMITS TO RECEIVE DISCOUNTED RATES FOR WATER AND SEWER; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the North Bend Municipal Code ("NBMC") sets forth eligibility requirements for discounted water and sewer rates for low-income senior citizens (as authorized in NBMC 13.40.190) and disabled low-income citizens (as authorized in NBMC 13.40.192) residing within the city limits; and

WHEREAS, the City Council desires to allow discounted water and sewer rates for eligible low-income senior citizens and disabled low-income citizens residing both inside and outside of the city limits; and

WHEREAS, inside city low-income senior citizens and disabled low-income discounted water and sewer rates are established as a proportion of non-discounted inside city water and sewer rates; and

WHEREAS, the City Council desires to maintain that same proportionality for outside city low-income senior citizens and disabled low-income discounted water and sewer rates to non-discounted outside city water and sewer rates; and

WHEREAS, the City Council desires to amend NBMC 13.40.196 to also allow for discounted water and sewer rates for eligible low-income senior citizens and disabled low-income citizens residing outside of the city limits;

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

<u>Section 1. NBMC 13.40.196, Amended:</u>

13.40.196 Requirements for eligibility for discount.
A. The rate reduction shall only apply to utility charges for service to a residence. The residence for which the rate reduction is requested must be the applicant's principal place

of residence. The residence may be any single-family, duplex, triplex, or other multifamily residential dwelling unit inside <u>or outside</u> the city limits that is supplied by a separate meter service connection.

B. The utility account must be in the applicant's name or the name of the applicant's spouse, or in the name of a cooperative or condominium association. In situations where the utility account is in the name of a cooperative or condominium association, that organization must guarantee to the city that the full benefit of any rate reduction shall be received by the qualifying individuals under NBMC § 13.40.190 or § 13.40.192.

C. Nonresident property owners may obtain the reduction if the premises are rented to a qualified applicant under NBMC § 13.40.190 or § 13.40.192 and the owner certifies that the full benefit of any rate reduction shall be received by the qualifying renter.

D. No person may claim a rate reduction for more than one dwelling unit during the same billing period.

E. The rate reduction authorized by NBMC § 13.40.190 shall not be used in conjunction with the rate reduction authorized by NBMC § 13.40.192.

F. For purposes of this chapter, a "senior citizen" is a person who is at least 65 years of age on the date of the person's application for a utility rate reduction under this chapter.

G. For purposes of this chapter, "low income" means that the person has a combined disposable income in an amount that would qualify the person for property tax exemption under RCW 84.36.381(5)(b). "Combined disposable income" shall be defined as stated in RCW 84.36.383.

<u>Section 2. Severability:</u> 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.

<u>Section 3. Effective Date:</u> 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 15TH DAY OF SEPTEMBER, 2026.

CITY OF NORTH BEND:

Mary Miller, Mayor

Published:
Effective:

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk

City Council Agenda Bill

Agenda Date:	**September 15, 2026**	**AB26-080**	
Subject:	**AB26-080 -** Ordinance Amending Taxes, Rates & Fees Schedule RE Outside City Limits Low Income Senior/Disabled Utility Rate Discount		
Department/ Committee/ Individual:	Elaine Morse, Deputy Finance Director	Cost Impact: Fund Source: Timeline:	 Utility Funds Immediate

Attachments: 1. Ordinance Amdg T, R & Fees Schedule RE Outside City Limits Discounted Util Rates

Summary Statement:

The City's current Taxes, Rates and Fees Schedule only includes a category for discounted water and sewer residential utility rates for eligible low-income senior citizens and disabled low-income customers residing *inside* the North Bend city limits. Based on a review of past ordinances establishing discounted water and sewer residential utility rates, staff recommends allowing for discounted rates for qualifying customers residing both inside and outside the city limits.

The proposed Ordinance amends the City's current Taxes, Rates and Fees Schedule to include a new category for discounted water and sewer residential utility rates for eligible low-income senior citizens and disabled low-income customers residing outside the city limits.

Providing discounted water and sewer residential utility rates for low-income senior and disabled low-income customers residing both inside and outside the city limits will maintain rate equity and consistent public policy.

Applicable Brand Guidelines:

- Affordability

Committee Review and Recommendation:

This item was reviewed at the September 1, 2026 Finance & Administration Committee meeting with the recommendation for approval and placement on the Consent Agenda.

Recommended Action:

Motion to approve AB26-080, an ordinance amending the City's Taxes, Rates, and Fees Schedule to include a new category of discounted residential utility rates for those eligible residing outside the city limits, as a first and final reading.

Record of Council Action:

Meeting Date	Action	Vote
September 15, 2026		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING DISCOUNTED SEWER RATES FOR ELIGIBLE LOW-INCOME SENIOR CITIZENS AND DISABLED LOW-INCOME CITIZENS RESIDING INSIDE AND OUTSIDE THE CITY LIMITS; ADOPTING DISCOUNTED WATER RATES FOR ELIGIBLE LOW-INCOME SENIOR CITIZENS AND DISABLED LOW-INCOME CITIZENS RESIDING INSIDE AND OUTSIDE THE CITY LIMITS; DIRECTING THE CITY CLERK TO UPDATE THE CITY'S SEWER AND WATER RATES IN THE NEXT UPDATE TO CITY'S TAXES, RATES, AND FEES SCHEDULE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City's current Taxes, Rates, and Fees Schedule currently includes discounted sewer and water rates for eligible individuals residing within the City-limits; and

WHEREAS, the City Council desires to also allow discounted sewer and water rates for eligible individuals residing outside the City-limits; and

WHEREAS, the City Council desires to establish discounted sewer and water rates for eligible individuals residing outside the City limits;

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

Section 1. Sewer Rates: The following portion of the Taxes, Rates, and Fees Schedule, related to discounted monthly charges for sewer services, is amended to read as follows:

	DESCRIPTION	TAX, RATE OR FEE	TAX, RATE OR FEE	TAX, RATE OR FEE	TAX, RATE OR FEE	TAX, RATE OR FEE
13.24.010(E)		**Effective 04/01/2026**	**Effective 01/01/2027**	**Effective 01/01/2028**	**Effective 01/01/2029**	**Effective 01/01/2030**
	Commercial and All Other Users (outside City limits)	$137.43	$141.55	$145.80	$150.17	$154.68
	PLUS					
	per cubic meter of water usage over the first ten CM	$13.75	$14.16	$14.58	$15.02	$15.47

	Effective 10/01/2026	Effective 01/01/2027	Effective 01/01/2028	Effective 01/01/2029	Effective 01/01/2030
Senior/Low Income Rate (Outside City Limits)	$63.03	$64.92	$66.87	$68.88	$70.95

All other sewer rates not set forth in this Section shall remain in full force and effect.

Section 2. Water Rates: The following portion of the Taxes, Rates, and Fees Schedule, related to discounted monthly charges for water services, is amended to read as follows:

13.12.130(E)

DESCRIPTION	TAX, RATE OR FEE	TAX, RATE OR FEE	TAX, RATE OR FEE	TAX, RATE OR FEE	TAX, RATE OR FEE
Single-family Residential Unit (outside City limits)	**Effective 04/01/2026**	**Effective 01/01/2027**	**Effective 01/01/2028**	**Effective 01/01/2029**	**Effective 01/01/2030**
Monthly BASE CHARGE (based on meter size):	Per Month	Per Month	Per Month	Per Month	Per Month
5/8"	$42.21	$44.95	$47.87	$50.98	$54.29
3/4"	$59.93	$63.83	$67.98	$72.40	$77.11
1"	$95.35	$101.55	$108.15	$115.18	$122.67
1-1/2"	$183.91	$195.86	$208.59	$222.15	$236.59
2"	$290.18	$309.04	$329.13	$350.52	$373.30
PLUS a VOLUME CHARGE per cubic meter (CM) of total water usage:	Per CM	Per CM	Per CM	Per CM	Per CM
0-20 CM	$4.03	$4.29	$4.57	$4.87	$5.19
21-30 CM	$5.30	$5.64	$6.01	$6.40	$6.82
30+ CM	$6.51	$6.93	$7.38	$7.86	$8.37
Senior/Low Income Residential Unit (Outside City Limits)	**Effective 10/01/2026**	**Effective 01/01/2027**	**Effective 01/01/2028**	**Effective 1/1/2029**	**Effective 1/1/2030**
Monthly BASE CHARGE (based on meter size):	Per Month	Per Month	Per Month	Per Month	Per Month
5/8"	$21.15	$22.52	$23.99	$25.55	$27.19
3/4"	$29.98	$31.93	$34.01	$36.22	$38.59
1"	$47.58	$50.67	$53.97	$57.48	$61.21
1-1/2"	$92.00	$97.98	$104.35	$111.13	$118.36
2"	$145.16	$154.59	$164.65	$175.36	$186.76
PLUS a VOLUME CHARGE per cubic meter (CM)	Per CM	Per CM	Per CM	Per CM	Per CM

of total water usage:					
0-20 CM	$1.99	$2.12	$2.25	$2.40	$2.55
21-30 CM	$2.66	$2.82	$3.01	$3.20	$3.42
30+ CM	$3.25	$3.47	$3.70	$3.93	$4.18

All other water rates not set forth in this Section shall remain in full force and effect.

Section 3. Administrative Directions to City Clerk: The City Clerk is directed to update the City's Sewer Rates, as provided in Section 1 of this Ordinance, and the City's Water Rates, as provided in Section 2 of this Ordinance, in the next update to the City's Taxes, Rates, and Fees Schedule.

Section 4. 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 5. 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 15TH DAY OF SEPTEMBER, 2026.

CITY OF NORTH BEND:

____
Mary Miller, Mayor

APPROVED AS TO FORM:

____
Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

____
Susie Oppedal, City Clerk

Published:
Effective:

City Council Agenda Bill

Agenda Date:	**September 15, 2026**	**AB26-081**	
Subject:	**AB26-081 - Public Hearing,** Ordinance Amending Taxes, Rates & Fees Schedule RE School Impact Fees		
Department/ Committee/ Individual:	Jamie Burrell, Senior Planner	Cost Impact: Fund Source: Timeline:	N/A N/A Effective January 1, 2027

Attachments:
1. Ordinance Amending Taxes, Rates Fees Schedule RE School Impact Fees
2. Exhibit A - SVSD 2026 Capital Facilities Plan
3. Public Hearing Notice
4. Public Comment

Summary Statement:

The City Council adopted Ordinance No. 1260 establishing School Impact Fees and subsequently adopted Ordinance No. 1269 including the City's School Impact Fees in the City's Taxes, Rates and Fees Schedule.

Pursuant to Ordinance No. 1260 and the interlocal agreement between the city and the Snoqualmie Valley School District (the "School District"), the School District annually updates its Capital Facilities Plan and recalculates the appropriate School Impact Fees. The City then adopts the School District's Capital Facilities Plan (now automatically adopted through the City's Comprehensive Plan), adopts an updated Table of School Impact Fees, and includes the updated fees in its Taxes, Rates and Fees Schedule.

The School District updated its "Capital Facilities Plan 2026" on June 4, 2026, and provided the update to the City on June 30, 2026. The School District's Capital Facilities Plan 2026 reflects recent legislative changes, adjusting fees for the proportionate impact of new housing units based on the number of bedrooms:

Appendix A: Impact Fees Summary

Single Family 3+ Bedrooms	**$17,251**
Single Family <3 Bedrooms	**$2,005**
Middle Housing 3+ Bedrooms	**$5,326**
Middle Housing <3 Bedrooms	**$5,109**
Apartments 2+ Bedrooms	**$9,583**
Apartments <2 Bedrooms	**$0**

By comparison, the 2025 School Impact Fees were $13,126.84 for Single Family dwelling units and $6,170.35 for Multi-Family dwelling units. Cottage homes of 1,200 square feet or less were treated as Multi-Family dwelling units. Cottage homes of more than 1,200 square feet were treated as Single Family dwelling units.

The proposed ordinance also clarifies the calculation of the City's school impact fees, addresses several aspects of administration, includes the school impact fees in the City's Taxes, Rates & Fees Schedule, and repeals Ordinance Nos. 1636 and 1838.

Applicable Brand Guidelines:

- Commitment to invest in the City and foster community engagement and pride

Committee Review and Recommendation:

The Community & Economic Development Committee ("CED") reviewed this item at its August 18, 2026, meeting and recommended full Council review and placement on the Main Agenda at the September 15, 2026 City Council meeting.

Recommended Action:

Motion to approve AB26-081, an ordinance related to School Impact Fees, adopting a table of School Impact Fees, amending the Taxes, Rates & Fees Schedule, and repealing Ordinance Nos. 1636 and 1838, as a first and final reading.

Record of Council Action:

Meeting Date	Action	Vote
September 15, 2026		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON; RELATED TO SCHOOL IMPACT FEES; ADOPTING A TABLE OF SCHOOL IMPACT FEES; AMENDING THE TAXES, RATES AND FEES SCHEDULE; REPEALING ORDINANCE NOS. 1636 AND 1838; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to Chapter 82.02, RCW and North Bend Municipal Code ("NBMC") 17.32.010, the City Council of the City of North Bend (the "City Council") may create and set school impact fees to be collected on behalf of the Snoqualmie Valley School District No. 410 (the "School District"); and

WHEREAS, the City of North Bend (the "City") adopted Ordinance No. 1260, effective December 18, 2006, adopting the School District's then current Capital Facilities Plan, setting school impact fees, and providing for the collection and administration of school impact fees in the future; and

WHEREAS, in accordance with Ordinance No. 1260, school impact fees are set by ordinance annually in an amount calculated by the School District's Capital Facilities Plan and as required by Ordinance No. 1260; and

WHEREAS, the School District adopted its "Capital Facilities Plan 2026" on June 4, 2026, a copy of which is attached hereto as Exhibit A; and

WHEREAS, RCW 82.02.060(1) requires that impact fees "reflect the proportionate impact of new housing units, including multifamily and condominium units, based on the square footage, number of bedrooms, or trips generated, in the housing unit in order to produce a proportionally lower impact fee for smaller housing units;" and

WHEREAS, the School District's Capital Facilities Plan 2026 establishes school impact fees proportionately, based on the number of bedrooms, for single family, middle housing, and apartments; and

WHEREAS, pursuant to Ordinance No. 1483, effective April 15, 2013, the School District Capital Facilities Plan is incorporated by reference into the Capital Facilities Element of the North Bend Comprehensive Plan; and

WHEREAS, the City Council held a Public Hearing on this matter on September 15, 2026, and desires to update the amount of school impact fees to be consistent with the School District's Capital Facilities Plan 2026;

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

Section 1. School Impact Fees, Amended: As provided in Ordinance No. 1260 and NBMC 17.32.010 and consistent with the School District's Capital Facilities Plan 2026, the City adopts the following Table of School Impact Fees:

Single Family 3+ Bedrooms	**$17,251**
Single Family <3 Bedrooms	**$2,005**
Middle Housing 3+ Bedrooms	**$5,326**
Middle Housing <3 Bedrooms	**$5,109**
Apartments 2+ Bedrooms	**$9,583**
Apartments <2 Bedrooms	**$0**

Section 2. Calculation of Fee: The School District calculated separate fees, using student generation factors, for single family, middle housing, and multi-family residential units (apartments), reflecting proportionate impacts based on the number of bedrooms, as required by State law and local ordinance, and derived from recent local data.

Section 3. Application: In applying the Table of School Impact Fees adopted in Section 1, the following apply:

A. A bedroom shall be any room capable of being used as a bedroom under the building code.

B. "Single Family" shall refer to the land uses identified under "1.10 Single-Family Dwellings" in NBMC Table 18.10.030.

C. "Middle Housing" shall refer to the land uses identified under "1.20 Multifamily Buildings" in NBMC Table 18.10.030, provided that no more than four units are attached.

D. "Apartments" shall refer to the land uses identified under "1.20 Multifamily Buildings" in NBMC Table 18.10.030 where more than four units are attached.

Section 4. Taxes, Rates & Fees Schedule, Amended: The City Clerk is directed to update the School Impact Fees, as set forth in Section 1 of this ordinance, in the next update to the City's Taxes, Rates & Fees Schedule.

Section 5. Repealer: On the effective date of this ordinance, January 1, 2027, Ordinance No. 1636 and Ordinance No. 1838 shall be repealed. Subsection 4(B) of Ordinance No. 1260, shall continue to apply, as originally drafted.

Section 6. 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 7. Effective Date: This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force on January 1, 2027.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF SEPTEMBER, 2026.

CITY OF NORTH BEND:

____
Mary Miller, Mayor

APPROVED AS TO FORM:

____
Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

____
Susie Oppedal, City Clerk

Published:
Effective:

SNOQUALMIE VALLEY SCHOOL DISTRICT 410

CAPITAL FACILITIES PLAN 2026

Snoqualmie Valley School District No. 410 hereby provides to the King County Council and the cities of North Bend, Sammamish, and Snoqualmie this Capital Facilities Plan documenting the present and future school facility requirements of the District. The Plan contains all elements required by the Growth Management Act and local implementing ordinances, including a six (6) year financing plan component.

Adopted on June 4, 2026

SNOQUALMIE VALLEY SCHOOL DISTRICT NO. 410

2026-2031
SIX-YEAR CAPITAL FACILITIES PLAN

TABLE OF CONTENTS

For information about this plan, call the District Business Services Office (425.831.8011)

Snoqualmie Valley School District No. 410
Snoqualmie, Washington
(425) 831-8000

Board of Directors

	Position Number	Term
Melissa Johnson, President	1	1/1/26 – 12/31/29
Judith Milstein	2	1/1/24 – 12/31/27
Rene Price	3	1/1/24 – 12/31/27
Gary Fancher	4	1/1/26 – 12/31/29
Ram Dutt Vedullapalli, Vice President	5	1/1/24 – 12/31/27

Central Office Administration

Superintendent	Dan Schlotfeldt
Assistant Superintendent – Finance & Operations	Ryan Stokes
Assistant Superintendent of Human Resources	Beth Porter
Executive Director - Secondary Teaching and Learning	Andrea Zier
Executive Director - Elementary Teaching and Learning	Monica Heimbigner
Executive Director of Student Services	Kimberly Mackey

Building Administration

Administration Building
8001 Silva Ave S.E., P.O. Box 400
Snoqualmie, WA 98065
(425) 831-8000

Mount Si High School
8651 Meadowbrook Way S.E.
Snoqualmie, WA 98065
Vernie Newell, Principal

Meadowbrook School
8651 Meadowbrook Way S.E.
Snoqualmie, WA 98065
Catherine Fredenburg, Principal

Snoqualmie Middle School
9200 Railroad Ave S.E.
Snoqualmie, WA 98065
Megan Botulinski, Principal

Chief Kanim Middle School
32627 S.E. Redmond-Fall City Rd.
P.O. Box 639
Fall City, WA 98024
Travis Hall, Principal

Twin Falls Middle School
46910 SE Middle Fork Road
North Bend, WA 98045
Jeff D'Ambrosio, Principal

Cascade View Elementary
34816 SE Ridge Street
Snoqualmie, WA 98065
Katelyn Long, Principal

Snoqualmie Elementary
39801 S.E. Park Street
Snoqualmie, WA 98065
Michelle Trifunovic, Principal

North Bend Elementary
400 East Third Street
North Bend, WA 98045
Rebekah Westra, Principal

Fall City Elementary
33314 S.E. 42nd
Fall City, WA 98027
Jamie Warner, Principal

Timber Ridge Elementary
34412 SE Swenson Drive
Snoqualmie, WA 98065
Shawn Lawrence, Principal

Opstad Elementary
1345 Stilson Avenue S.E.
North Bend, WA 98045
Emily Hays, Principal

Early Learning Center
330 Ballarat Ave N
North Bend, WA 98045
Meredith Macvean, Principal

Section 1. Executive Summary

The Snoqualmie Valley School District ("District") has developed this Six-Year Capital Facilities Plan ("Plan") in compliance with the State of Washington's Growth Management Act and King County Code 21A.43. This plan, based on data from spring 2026, aligns with previous capital facilities plans but is not the only plan for the District's needs.

For impact fees to be collected in unincorporated King County, the King County Council must adopt this plan. The District includes the cities of Snoqualmie, North Bend, and part of Sammamish, each of which has adopted a school impact fee policy similar to the county model.

The District updates this plan regularly, adjusting the fee schedule as necessary (see Appendix A for current calculations).

The Plan sets a "standard of service" for capacity, reflecting current student/teacher ratios the District aims to maintain. While the plan includes class size reductions for K-3, it does not account for further reductions in other grades as per Initiative 1351, which has not been funded by the state. Future updates will consider these changes as funding becomes available.

It should also be noted that although the State Superintendent of Public Instruction establishes square foot guidelines for capacity funding criteria, those guidelines <u>do not</u> account for the **actual** program needs in the District. The Growth Management Act and King County Code 21A.43 authorize the District to adjust the standard of service based on the District's specific needs.

In general, the District's current standard provides the following (see Section 2 for additional information):

School Level	Target Average Student/Teacher Ratio
Elementary	20 Students
Middle	27 Students
High	28 Students

Capacity for 2026-27: The District's permanent capacity is 6,598 students, with an additional 2,026 of capacity in portable classrooms to accommodate students. Enrollment for Fall 2025 was 6,773 FTE. The District anticipates a slight decrease in enrollment through 2027-28, followed by growth in subsequent years. Projections show a 1.1% overall increase to 6,845 students by 2031. However, variables such as housing growth in North Bend, potential zoning and housing construction changes to address future population growth in King County, and changes in enrollment trends may influence these projections.

The state's 2010 House Bill 2776 mandated full-day kindergarten by 2018, doubling the classroom needs for kindergartners. Additionally, the bill required K-3 class sizes to be reduced to 17 students, further increasing classroom demand. These changes, alongside growing enrollment, have escalated the need for permanent classroom space across all grade levels.

The largest growth continues in Snoqualmie Ridge and North Bend. Census data shows Snoqualmie grew by 32.3% and North Bend by 31.8% over the past decade. Both cities expect further housing growth, while other areas will see minimal changes unless annexations occur.

Previous Capacity Expansions: Notable past expansions include Cascade View Elementary (2005), Twin Falls Middle School (2008), Mount Si High School (2009), Timber Ridge Elementary (2016), and Mount Si High School's replacement (2019). However, a significant portion of elementary capacity is still housed in portable classrooms, which currently provide the equivalent of two additional elementary schools' worth of space.

Citizen's Committee Recommendations: Following the completion of the Timber Ridge and Mount Si school additions, made possible by the District's most recent bond proposal (2015), the District started to assess its ongoing facility needs.

To evaluate current and future requirements and prioritize projects for potential upcoming bond measures, the District established a citizen's committee. This committee was tasked with reviewing the District's facility needs, particularly in relation to evolving educational requirements, projected enrollment growth, building conditions and safety. The committee's goal was to develop a long-term facilities plan which would effectively communicate the district's future facility needs and improvements over the next 20 years.

Based on these considerations, the committee recommended the full rebuilding and expansion of North Bend Elementary and Fall City Elementary. This recommendation was driven by factors such as projected enrollment growth, the high number of portable classrooms in use, equitable learning spaces when compared to newer buildings, and the age and location of these schools. Replacing these older facilities will not only accommodate future growth but also reduce the current reliance on portables. Both schools are among the District's oldest, and replacing them will resolve long-standing maintenance issues, improve overall facility conditions, and provide more equitable learning environments on par with other schools in the District. The committee specifically recommended full replacements rather than remodels, as the benefits of new construction—such as addressing current needs in their entirety—far outweigh the slightly higher costs compared to a remodel. A full replacement allows for the design and installation of systems and components that fully meet the District's needs, whereas a remodel would only be able to address a portion of those needs.

The committee also recommended the replacement and expansion of Snoqualmie Middle School. This school, like the elementary schools, lacks equitable facilities and learning spaces when compared to the District's other middle schools. Moreover, a significant number of classrooms have doors that open to the exterior, creating ongoing safety and security concerns considering increasing incidents in public schools.

In 2024, the School Board formally accepted the recommendations of the Citizen's Facilities Advisory Committee and has begun planning for the potential bond measures to support these projects.

See Section 6 for further details on the District's capacity planning.

Section 2. Current District "Standard of Service"

(as defined by King County Code 21A.06)

In accordance with King County Code 21A.06, each school district is required to establish a “standard of service” to determine its overall capacity. This standard accounts for factors such as program year, class size, the number of classrooms, students, special needs programs, and other district-specific considerations. Relocatable units (i.e., portable classrooms) may be included in capacity calculations using the same standards as permanent facilities.

The following outlines the District's current standard of service, which reflects programs and educational opportunities that directly impact building capacity. Note that some buildings' permanent capacities have been adjusted to accommodate special programs. The standard of service incorporates class size reductions at the K-3 level but does not yet include potential reductions for other grades per Initiative 1351, which, though approved by voters in 2014, has not been funded by the state. Future updates will consider these changes as funding becomes available.

Standard of Service for Elementary Students

- Average target class size for grades K – 2: 17 students
- Average target class size for grade 3: 17 students
- Average target class size for grades 4-5: 27 students
    - Weighted Average for K-5 based on the above: 20 students
- Special Education for students with disabilities may be provided in a self-contained classroom. Average target class size: 12 students

The District’s goal is to provide a standard of service of 17 students per classroom for kindergarten through grade 3, and 25 students per classroom in grades 4 through 5. However, the state currently funds grades 4 and 5 at 27 students per classroom.

Identified students will also be provided with other special educational opportunities in classrooms designated as follows:

- Resource rooms
- Computer rooms
- Multi Language Learners (MLL)
- Education for disadvantaged students (Title I)
- Highly Capable education
- District remediation programs
- Learning assisted programs
- Transition rooms
- Behavior and other social, emotional programing
- Mild, moderate and severe disabilities
- Preschool programs

Standard of Service for Secondary Students

- Average target class size for grades 6-8: 27 students
- Average target class size for grades 9-12: 30 students
- Average target class size for Two Rivers School: 20 students
- Special Education for students with disabilities may be provided in a self-contained classroom. Average target class size: 12 students

Identified students will also be provided with other special educational opportunities in classrooms designated as follows:

- English Language Learners (ELL)
- Resource rooms (for special remedial assistance)
- Computer rooms

Room Utilization at Secondary Schools

Full utilization of teaching stations is not possible due to program schedules, specialized room requirements, and teachers needing planning space.

For building capacity calculations, the District uses a standard utilization rate of 83% (5 out of 6 periods) for middle schools.

In the 2019-20 school year, Mount Si High School adopted a 7-period schedule, with teachers teaching 5 of those periods. This results in a room utilization rate of 71%, but as enrollment increases, teachers will move to shared classrooms in certain areas, which will slightly raise utilization to approximately 75%. The State does not fund the extra planning period provided to teachers in the 7-period day. Due to this and the lower room utilization, the class size for capacity purposes (and financial purposes) at Mount Si has been increased from 27 to 30 students. Future updates may adjust class size and room utilization rates based on schedule and/or funding changes.

Section 3. Inventory and Evaluation of Current Permanent Facilities

For the 2026–27 school year, the District's total student capacity is projected at 8,624, which includes 6,598 permanent classroom seats and 2,026 temporary (portable) classroom seats. As of October 2025, enrollment for facility planning purposes was 6,761 students. Total October 2025 enrollment—including students enrolled in alternative educational programs and out-of-district placements—was 6,773 full-time equivalents (FTE).

Capacity calculations at the elementary, middle, and high school levels are based on current service standards. Changes in instructional programs, student support needs (such as special education), and current facility use have led to adjustments in capacity at some schools. A summary table follows, detailing the current permanent capacity by school, organized by level and name.

A broader overview of districtwide capacity and enrollment projections for the next six years is provided in Section 7.

The physical condition of District facilities was evaluated as part of the 2023 State Study and Survey of School Facilities, conducted in accordance with WAC 180-25-025. This report, which is updated as facilities are modernized, is incorporated herein by reference.

Inventory of Permanent School Facilities and Related Program Capacity
2026-27 School Year

ELEMENTARY SCHOOL LEVEL

Facility	Address	Grade Span	Permanent Capacity *	2025-26 Enrollment **
CASCADE VIEW	34816 SE Ridge Street Snoqualmie, Washington	K thru 5	473	447
FALL CITY	33314 SE 42nd Place Fall City, Washington	K thru 5	270	436
NORTH BEND	400 E 3rd Street North Bend, Washington	K thru 5	325	471
OPSTAD	1345 Stilson Av SE North Bend, Washington	K thru 5	430	587
SNOQUALMIE	39801 SE Park Street Snoqualmie, Washington	K thru 5	390	499
TIMBER RIDGE	34412 SE Swenson Drive Snoqualmie, Washington	K thru 5	583	552
	Total Elementary School		**2,471**	**2,992**

MIDDLE SCHOOL LEVEL

Facility	Address	Grade Span	Permanent Capacity *	2025-26 Enrollment **
CHIEF KANIM	32627 SE Redmond-Fall City Road Fall City, Washington	6, 7 & 8	697	556
SNOQUALMIE	9200 Railroad Ave SE Snoqualmie, Washington	6, 7 & 8	336	553
TWIN FALLS	46910 SE Middle Fork Road North Bend, Washington	6, 7 & 8	765	569
	Total Middle School		**1,797**	**1,678**

HIGH SCHOOL LEVEL

Facility	Address	Grade Span	Permanent Capacity *	2025-26 Enrollment **
MOUNT SI and TWO RIVERS	8651 Meadowbrook Way SE Snoqualmie, Washington	9 thru 12	2,330	2,091
	Total High School		**2,330**	**2,091**

TOTAL DISTRICT			**6,598**	**6,761*** **

* *Does not include capacity for special programs as identified in Standards of Service section.*

** *Snoqualmie Elementary and Middle schools enrollment includes Meadowbrook School (formerly Parent Partnership) enrollment, as students attend at those locations.*

*** *Difference between enrollment (pg. 12) is due to rounding, other educational programs and out of district placements*

Section 4. Relocatable (Portable) Classrooms

For a definition of relocatables and permanent facilities, see Section 2 of King County Code 21A.06.

The District currently utilizes 93 portable classrooms, which account for approximately 23% of total classroom capacity. However, 36% of elementary capacity is in portables—equivalent to more than two full elementary schools. While the expansion of Mount Si High School and reopening of Snoqualmie Middle School reduced reliance on portables at the secondary level, ongoing enrollment growth may require the District to acquire or relocate additional portables for elementary schools over the next six years.

Portables offer short-term flexibility for fluctuating enrollment and program needs. All new and modernized school sites are designed to accommodate portables if needed. However, portables are not intended as a long-term solution, and the District remains committed to reducing the percentage of students housed in them.

Portable classroom costs vary significantly depending on location, permitting, and use. An additional 10 portables are used for specialized programs and districtwide services and are not available for general classroom use.

The former Two Rivers School (Now Meadowbrook School) facility, vacated in 2021, was renovated and reopened in the Fall of 2025 as an Early Learning Center, providing preschool services to students who qualify for services, and tuition-paying peers. This project relocated preschool classrooms previously housed at Snoqualmie Elementary while increasing the District's overall capacity to serve students in these programs.

Section 5. Six-Year Enrollment Projections

The District partners with Flo Analytics (FLO) to forecast student enrollment over a six-year period. FLO provides low, middle, and high-range projections based on historical growth, future housing developments, birth rates, economic trends, and other contributing factors.

According to FLO's 2024 mid-range projection, districtwide enrollment is expected to increase 1.1% over the next six years. Elementary enrollment, however, is projected to grow by 346 students (12%) during that same period. Middle and high school enrollment is expected to decline as the recently smaller elementary cohorts advance through the system, but will increase in the future as the projected elementary enrollment growth advances through the system.

Enrollment data has been adjusted starting in 2016 to reflect Washington State House Bill 2776, which mandated full-day kindergarten. While this change did not increase student headcount, it effectively doubled the number of classrooms needed for kindergarten. The District absorbed this impact primarily through the siting of portable classrooms (as noted previously, approximately 36% of elementary capacity is in portable classrooms).

The District acknowledges that near-term projections may be influenced by several variables, including housing growth in North Bend, potential zoning and housing construction changes to address future population growth in King County, and changes in enrollment trends.

Snoqualmie Valley School District No. 410

Actual Full-Time Equivalent Enrollment through 2025 and Projected Enrollment from 2026 through 2031

GRADE:	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Actual 2023	Actual 2024	Actual 2025	Enrollment Projections through 2031 2026	2027	2028	2029	2030	2031
Kindergarten **	241	548	508	548	603	402	546	491	492	449	441	517	527	544	535	541	549
1st Grade	578	526	574	530	552	561	475	531	502	514	462	466	528	538	556	547	553
2nd Grade	536	614	560	569	549	516	593	485	542	514	526	470	476	539	549	567	558
3rd Grade	567	559	608	564	572	519	549	579	489	550	519	530	473	480	544	554	572
4th Grade	566	597	566	585	566	534	525	546	584	491	543	520	533	474	481	547	557
5th Grade	526	570	596	557	584	554	545	523	545	581	502	554	521	534	475	482	548
K-5 Subtotal	**3,014**	**3,414**	**3,412**	**3,353**	**3,426**	**3,086**	**3,233**	**3,155**	**3,154**	**3,099**	**2,992**	**3,057**	**3,058**	**3,109**	**3,140**	**3,238**	**3,338**
6th Grade	570	529	580	582	574	581	548	538	520	546	598	491	553	520	533	474	481
7th Grade	525	572	511	581	590	550	594	536	544	522	548	580	491	553	520	533	474
8th Grade	486	508	563	514	570	558	554	595	542	551	530	551	585	496	558	525	538
6-8 Subtotal	**1,581**	**1,609**	**1,654**	**1,677**	**1,734**	**1,689**	**1,696**	**1,669**	**1,606**	**1,619**	**1,677**	**1,622**	**1,629**	**1,569**	**1,611**	**1,532**	**1,492**
9th Grade	525	475	510	567	523	571	581	565	617	568	565	547	572	607	514	579	544
10th Grade	473	500	472	499	556	507	576	566	570	617	566	569	544	569	604	512	576
11th Grade	357	310	360	317	369	381	411	461	473	468	521	464	467	446	467	495	420
12th Grade	372	321	283	315	338	376	379	397	416	444	453	484	444	447	428	447	475
9-12 Subtotal	**1,727**	**1,606**	**1,625**	**1,698**	**1,786**	**1,835**	**1,947**	**1,989**	**2,076**	**2,097**	**2,105**	**2,064**	**2,027**	**2,069**	**2,013**	**2,033**	**2,015**
K-12 TOTAL	**6,322**	**6,629**	**6,691**	**6,728**	**6,946**	**6,610**	**6,876**	**6,813**	**6,836**	**6,815**	**6,773**	**6,743**	**6,714**	**6,747**	**6,764**	**6,803**	**6,845**
	2.6%	*4.9%*	*0.9%*	*0.6%*	*3.2%*	*-4.8%*	*4.0%*	*-0.9%*	*0.3%*	*-0.3%*	*-0.6%*	*-0.5%*	*-0.4%*	*0.5%*	*0.3%*	*0.6%*	*0.6%*

* *Enrollment Projections above reflect mid-range enrollment projections provided by Flo Analytics: December 2024.*

** *Kindergarteners were counted as 1/2 FTE until 2016, when kindergarten classes transitioned to full day programming.*

Section 6. Six-Year Planning and Construction Plan

To meet ongoing and future capacity challenges and facilities needs, the District plans to:

- Construct new permanent elementary school capacity
- Rebuild and expand Snoqualmie Middle School
- Use portable classrooms where other solutions are not feasible
- Acquire land to expand transportation facilities

Elementary School Capacity Needs

Despite adding Timber Ridge Elementary in 2016, nearly all elementary schools still exceed their permanent capacity. Currently, 36% of total elementary capacity is portable classrooms. Some schools—like Snoqualmie, Fall City, and North Bend—have around 50% of their capacity in portable classrooms. In addition, growth at the elementary level is projected to continue.

Portables offer only short-term relief. Further expansion of portable classroom usage is constrained by land availability, building codes, and limitations in shared spaces like restrooms, parking, and specialist classrooms.

Future elementary school construction is expected to focus on replacing aging buildings with high portable density, with larger facilities that expand capacity and reduce reliance on portables.

Citizens' Facilities Advisory Committee Recommendations

In 2020, the District formed the Citizens' Facilities Advisory Committee to evaluate long-term solutions. In 2023, the committee prioritized:

1. **Rebuilding and expanding Fall City and North Bend Elementary Schools**
    - Both are the oldest in the District and have the highest portable use.
    - North Bend Elementary must be replaced due to its location in a floodway, which limits renovation.
    - These two projects would eliminate 29 portable classrooms and support future growth.

2. **Rebuilding Snoqualmie Middle School**
    - A new facility on District-owned property at Snoqualmie Ridge would enhance safety, and provide instructional spaces that meet current educational needs and are more comparable to the district's other middle schools, while reducing transportation demands, while also reducing the utilization of approximately 10-15 portable classrooms.

Additional recommendations for future phases of the long-term plan would include modernization or replacement of Opstad Elementary, Snoqualmie Elementary and Chief Kanim Middle School. The existing Snoqualmie Middle School would also be repurposed for other district uses. A 7th elementary school may also be considered if enrollment exceeds projections.

In 2024, the School Board accepted these recommendations and plans to survey the community on a future bond to fund these projects.

Current and Ongoing Projects

The district previously provided required preschool services to students who qualify at Snoqualmie Elementary School. As part of the 2015 bond, the District converted the former Two Rivers School building in North Bend into an Early Learning Center. This facility will serve the growing special education needs of the District and increase capacity for typically developing peers to be a part of preschool programming. It opened at the beginning of the 2025-26 school year.

Transportation Facility Needs

The District must also address its outdated transportation facility, which is insufficient for current and future needs. While recent driver shortages have obscured this issue, hiring more staff will highlight capacity limitations. Though a transportation facility was considered in the 2015 bond, it was excluded due to cost.

The District now plans to identify and secure land for a future transportation facility. While these costs are not eligible for impact fee funding, they are a key part of the District's long-term planning.

Section 7. Six-Year Classroom Capacities: Availability/Deficit Projections

The table below summarizes the District's projected permanent and portable capacity throughout the duration of this Plan.

Despite the opening of Timber Ridge Elementary in 2016, the District continues to face permanent capacity shortages at the elementary level, with 36% of elementary students still housed in portable classrooms.

To address long-term needs, the District plans to rebuild and expand North Bend Elementary by 2031 and Fall City Elementary by 2032. Each project would replace portable classrooms with permanent learning spaces for approximately 300 students while increasing overall building capacity to accommodate anticipated future growth. With the completion of the North Bend Elementary school planned for 2031, the districtwide percentage of elementary students housed in portable classrooms would be reduced to 28%, with an additional reduction once Fall City Elementary is completed.

At the secondary level, the expansion of Mount Si High School (MSHS) has significantly increased permanent capacity for grades 9–12 (while also benefiting middle school capacity by returning the Snoqualmie Middle School campus to a Middle School). A replacement of Snoqualmie Middle School would replace portables used by 200-340 students, depending on the service location of Meadowbrook School (previously Parent Partnership).

Districtwide, 23% of classrooms are projected to be in portables in the 2026–27 school year. With planned elementary capacity additions, this percentage is expected to drop to 20% by 2031, with additional decreases once Fall City Elementary and Snoqualmie Middle School projects are completed.

The District remains committed to reducing the current reliance on portable classrooms and will continue to assess future elementary capacity needs.

PROJECTED CAPACITY TO HOUSE STUDENTS

Elementary School K-5

PLAN YEARS: *	2026	2027	2028	2029	2030	2031
Permanent Capacity **	**2,471**	**2,471**	**2,471**	**2,471**	**2,471**	**2,471**
Elementary Rebuild/Expansion	-	-	-	-	-	325
Permanent Capacity Subtotal:	**2,471**	**2,471**	**2,471**	**2,471**	**2,471**	**2,796**
Projected Enrollment:	3,057	3,058	3,109	3,140	3,238	3,338
Surplus/(Deficit) of Permanent Capacity:	**(587)**	**(588)**	**(639)**	**(670)**	**(768)**	**(542)**
Portable Capacity Available:	1,376	1,376	1,376	1,376	1,376	1,376
Portable Capacity Changes (+/-):	-	-	-	-	-	(280)
Surplus/(Deficit) with Portables:	**790**	**789**	**738**	**707**	**609**	**554**

Middle School 6-8

PLAN YEARS: *	2026	2027	2028	2029	2030	2031
Permanent Capacity	**1,797**	**1,797**	**1,797**	**1,797**	**1,797**	**1,797**
Permanent Capacity Changes:	-	-	-	-	-	-
Permanent Capacity Subtotal:	**1,797**	**1,797**	**1,797**	**1,797**	**1,797**	**1,797**
Projected Enrollment:	1,622	1,629	1,569	1,611	1,532	1,492
Surplus/(Deficit) of Permanent Capacity:	**175**	**168**	**228**	**186**	**265**	**305**
Portable Capacity Available:	650	650	650	650	650	650
Portable Capacity Changes (+/-):	-	-	-	-	-	-
Surplus/(Deficit) with Portables:	**825**	**818**	**878**	**836**	**915**	**955**

High School 9-12

PLAN YEARS: *	2026	2027	2028	2029	2030	2031
Permanent Capacity	**2,330**	**2,330**	**2,330**	**2,330**	**2,330**	**2,330**
Permanent Capacity Changes:	-	-	-	-	-	-
Total Capacity:	**2,330**	**2,330**	**2,330**	**2,330**	**2,330**	**2,330**
Projected Enrollment:	2,064	2,027	2,069	2,013	2,033	2,015
Surplus/(Deficit) Permanent Capacity:	**266**	**303**	**261**	**317**	**297**	**315**
Portable Capacity Available:	0	0	0	0	0	0
Portable Capacity Changes (+/-):	-	-	-	-	-	-
Surplus/(Deficit) with Portables:	**266**	**303**	**261**	**317**	**297**	**315**

K-12 TOTAL

PLAN YEARS: *	2026	2027	2028	2029	2030	2031
Total Permanent Capacity:	**6,598**	**6,598**	**6,598**	**6,598**	**6,598**	**6,923**
Total Projected Enrollment:	6,743	6,714	6,747	6,764	6,803	6,845
Surplus/(Deficit) Permanent Capacity:	**(145)**	**(116)**	**(149)**	**(166)**	**(205)**	**77**
Total Portable Capacity	2,026	2,026	2,026	2,026	2,026	1,746
Total Permanent and Portable Capacity	8,624	8,624	8,624	8,624	8,624	8,669
Surplus/(Deficit) with Portables:	**1,881**	**1,910**	**1,877**	**1,860**	**1,821**	**1,823**

** Plan Years are calendar years; projected enrollment listed above represents fall enrollment of that year.*

*** North Bend Elementary rebuild provides permanent capacity of 650 students. Current permanent capacity is 325, for a net addition of 325 in permanent capacity. Project would also replace existing portable capacity of 280.*

Section 8. Impact Fees and the Finance Plan

By law, impact fees cannot fully fund new school capacity needs; they may only cover a portion of the costs associated with growth. The impact fee formula ensures new development contributes to the facilities required to serve the students it generates. These calculations are based on student generation factors, which calculate the average number of students generated per new single-family, middle housing (townhome/duplex/multi-plex), or multi-family units (apartments), all using bedroom count distinctions as required by State law and local ordinance, derived from recent local data.

The student generation factor is applied to anticipated construction costs (construction-only, not total project costs) over the six-year span of this Plan. The result is the per-dwelling unit cost of providing school capacity for new housing. This amount is then reduced by expected State match funds and the present value of future tax revenues from existing school construction bond debt service which the new homeowner will be paying.

King County and the cities of Snoqualmie, and North Bend require that local communities cover 50% of this adjusted cost. The final proposed impact fees reflect this mandated reduction, after the additional discounts noted above. The City of Sammamish reduces the calculated fee by only 25%, resulting in impact fees that are higher than those shown in the Appendix A and C. In addition, Section 21A.43.030(G) of the King County Code caps all middle housing and apartment/condo units fees at no more than $5,000.00.

Due to these adjustments, impact fees alone are insufficient to fund school construction. Most funding must come from locally approved bonds.

A small amount of funding may also come from State School Construction Assistance Program or "State Match" funds. For example, the District received State Match funds for the Timber Ridge Elementary and Mount Si High School projects, which covered only about 11% of total costs, just over the amount of sales tax charged on public school construction. Thus, state funding has a very limited role in addressing school facility needs.

The District's finance plan for 2026–2031 includes secured funds from state matching funds and current impact fees but will require additional public funds to complete any construction projects.

The District owns undeveloped land in both Snoqualmie and North Bend that could support future schools and must also plan for expanded transportation facilities.

Future updates to this Plan will include revised construction project and funding details, as they develop and change.

FINANCING PLAN

Facility:	Estimated Cost	Unsecured Source of Funds: Bonds/Local	State Match	Impact Fees	Secured Source of Funds: Bonds	State Match	Impact Fees	Other Sources
Elementary School Construction	[1] *$129,100,000*	*$124,050,000*	[2] *$50,000*	*$2,000,000*	*$0*	*$0*	*$3,000,000*	*$0*
Portable Classrooms - ES	*$840,000*	*$0*	*$0*	*$665,000*	*$0*	*$0*	*$175,000*	*$0*
Land Acquisition/Development - Transportation Facility Expansion	*$8,800,000*	*TBD*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*

[1] Listed here are estimated total project costs as adjusted for cost escalation through anticipated bid year. Impact fees are only be calculated on 'construction costs'. Costs backed out of the total project cost to arrive at 'construction cost' represent about 25-30% of the total project cost. These costs inlcude design/engineering fees, sales tax, permitting, inspection, insurance and construction management costs, as well as furnishings and equipment for the building. The difference in cost is summarized below.

Added Elementary School Capacity:

Estimated total project cost = 129,100,000 Estimated cost of construction = $102,460,000

[2] State Matching funds calculated based off of estimates provided by OSPI in March 2025

Cost Estimates and State Match Availability

To estimate construction costs, the District is using actual costs from recent portable acquisitions, adjusted for inflation. The elementary capacity project estimate is based on NAC Architecture's data from recent bid awards, with inflation projected through the project's midpoint. Other project costs are internally estimated using current market rates and preliminary designs.

The District has updated its estimate of potential State matching funds from OSPI, which are available for:

1. New construction for 'unhoused' students (those in non-permanent facilities), and
2. Modernization or replacement of facilities not renovated in 30+ years.

Matching funds for new construction are grouped by K–8 and 9–12 grade bands. Based on OSPI calculations, the District is not currently eligible for 'unhoused' construction funding. Even though 36% of elementary capacity is in portable classrooms (unhoused), the OSPI calculation is based on K-8 capacity. As seen in Section 7, the total unhoused students for K-8 is still over 400 (587 of unhoused elementary, offset by 175 of surplus permanent capacity at the middle school level). And yet, the state formula based solely on square footage does not qualify the district for any funding for unhoused students. We assert that the state formula for funding is antiquated, as it does not calculate unhoused students currently for the district. In addition, it does not account for the numerous required programs and services that are incorporated into schools and require space to operate.

Modernization funding is site-specific, and buildings qualify 30 years after any construction or renovations have occurred. Current estimates suggest state match would cover only 0–2% of construction costs for North Bend and Fall City Elementary schools, both last renovated in 1999. If construction starts after 2030, more of the buildings will qualify for state matching funds, which may equate to 6–7% of the current project cost. However, overall project cost inflation would outpace any financial benefit of delaying construction to access those potential state matching funds.

The District maintains that the state's funding formula is inadequate, providing less than 10% of actual costs—and urges reform to better align with current construction realities.

Appendix A: Impact Fees Summary

Single Family 3+ Bedrooms	**$17,251**
Single Family <3 Bedrooms	**$2,005**
Middle Housing 3+ Bedrooms	**$5,326**
Middle Housing <3 Bedrooms	**$5,109**
Apartments 2+ Bedrooms	**$9,583**
Apartments <2 Bedrooms	**$0**

With the new bifurcation of fees based on bedroom counts, significant changes to impact fees have occurred when compared to fees from 2025.

For Single Family Residences (SFR), the low student generation rate of dwellings with less than 3 bedrooms pulled down the combined average (used in prior years). As such, in 2026, SFRs with 3 or more bedrooms are seeing a large increase in the impact fee, while SFRs with less than 3 bedrooms have a significant decrease in the impact fee when compared to the combined rate used in 2025.

In 2025, the student generation rate for Middle Housing and Apartments was combined as "Multi-Family Housing". The separation of these dwellings into Middle Housing and Apartments, and further bifurcating by bedroom count reveals that the District's student generation rates for apartments has been higher than Middle Housing over the past 10 years. It is also interesting to note that the student generation rates for Middle Housing are fairly consistent regardless of bedroom count.

The Impact Fees Formula for apartments with less than 2 bedrooms cannot be calculated, as the data available in King County and local jurisdictions for apartment bedroom counts is not available. As such, separate student generation rates by bedroom count could not be calculated by FLO Analytics.

As a result, the Impact Fee Formula for apartments with 2 or more bedrooms (above) is based on the combined student generation rates for all apartments. The District would expect student generation rates for apartments with one bedroom or less to be low. As such, the combined rate being applied to apartments of 2 bedrooms or more (above) is likely conservative.

As the bedroom count data is unavailable for apartments, the District is assuming a fee of $0 for apartments with less than 2 bedrooms until more accurate data is available.

The District will continue to monitor student generation rates in all of the new categories of housing and will update impact fees accordingly in future updates to this plan.

Appendix B: Composite Student Generation Factors

Ordinance No. 19965, Section 7 (2025):

"Student factors shall be based on district records on average actual student generation rates for a statistically valid sample of newly constructed dwelling units over a period of between five years and ten years before the date of the fee calculation. If such information is not available in the district, data from adjacent districts, districts with similar demographics, or county wide averages may be used; however, a district may use its calculated student factor for the apartment units category for the middle housing units if there is insufficient data in the district to calculate a student factor for middle housing units." With student generation rates now being calculated on bedroom counts, allowing up to a 10-year analysis provides for better data sets for middle housing and apartments than in the five-year window.

In 2026, the FLO Analytics analyzed student generation rates within Snoqualmie Valley and found the following rates:

Table 1: K–12 Students by Grade Group per Housing Unit Built 2015–2024

Housing Type	Housing Units	Students				SGRs			
		K–5	6–8	9–12	K–12	K–5	6–8	9–12	K–12
Single-family Detached	1,223	379	189	203	771	0.310	0.155	0.166	0.630
Two Bedrooms or Less	104	8	4	5	17	0.077	0.038	0.048	0.163
Three Bedrooms or More	1,119	371	185	198	754	0.332	0.165	0.177	0.674
Middle Housing [(a)]	258	35	17	15	67	0.136	0.066	0.058	0.260
Two Bedrooms or Less	8	1	0	1	2	0.125	0.000	0.125	0.250
Three Bedrooms or More	250	34	17	14	65	0.136	0.068	0.056	0.260
Apartments [(b)]	472	85	48	59	192	0.180	0.102	0.125	0.407

Notes

Housing units built in 2025 are excluded, because they may not have been completed and occupied by October 2025.

Parcels with present use codes Condominium (Residential) and Condominium (Mixed Use) are classified as single-family detached, middle housing, or apartments based on dwelling unit type.

(a) The middle housing category includes parcels with present use codes: Duplex, Triplex, 4-Plex, and Townhouse Plat

As defined in King County Title 21A.43.003, "Middle housing units" includes duplex, houseplex, townhouse, and cottage housing units.

(b) The apartments category includes parcels with present use codes: Apartment, Apartment (Mixed Use), Apartment (Co-Op), Apartment (Subsidized), Vacant (Multi-Family).

As defined in King County Title 21A.43.003, "Apartment units" has the same meaning as that term is defined in K.C.C. chapter 21A.06, and it does not include a townhouse. "Apartment units" has the same meaning as that term is defined in K.C.C. chapter 21A.06, and it does not include a townhouse. 21A.06.069 Apartment: a building consisting of ten or more dwelling units sharing a common roof, wall, or floor.

Sources

Snoqualmie Valley School District March 2026 headcount enrollment.

King County GIS Center parcels and Department of Assessments property data.

FLO analytics is unable to differentiate between apartment bedroom units. As such, the student generation rates above for apartments represent a blended rate. The District will use this blended rate for apartments with two or more bedrooms and will assume a student generation rate of zero for apartments with one bedroom or less.

Finally, local cities and jurisdictions recently updated their comprehensive plans to facilitate the delivery of middle housing needs expected by future King County population projections. Given constraints on available developable land, potential changes to zoning, density and annexation might be necessary to accommodate that housing growth. This would potentially impact both the student generation rates and the capital facilities needed to house additional future students. The District will continue to monitor these impacts on future updates to the Capital Facilities Plan.

Appendix C: Single Family Residence Impact Fee Calculations

2026 FORMULA Impact Fees -- Single-Family Residences: 3 or More Bedrooms

Site Aquisition Cost Per Residence

Formula: ((Acres x Cost per Acre) / Facility Size) x Student Factor

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	$0	n/a	0.3315	$0.00
Middle	25	$0	n/a	0.1653	$0.00
High	40	$0	n/a	0.1769	$0.00
				A---------->	$0.00

Permanent Facility Construction Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Permanent/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$102,460,000	650	0.3315	0.8541	$44,636.85
Middle	$0	0	0.1653	0.9013	$0.00
High	$0	0	0.1769	1.0000	$0.00
				B---------->	$44,636.85

Temporary Facilities Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Temporary/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$0	20	0.3315	0.1459	$0.00
Middle	$0	27	0.1653	0.0987	$0.00
High	$0	28	0.1769	0.0000	$0.00
				C---------->	$0.00

State Match Credit Per Residence (if applicable)

Formula: Current Construction Cost Allocation x SPI Footage x District Match x Student Factor

	CCCA	SPI Footage	District Match	Student Factor	
Elementary	$399.38	90	0.05%	0.3315	$5.96
Middle	$399.38	117		0.1653	n/a
High	$399.38	130	n/a	0.1769	n/a
				D---------->	$5.96

Tax Credit Per Residence

Average Residential Assessed Value	$ 1,179,154	
Current Debt Service Tax Rate	$1.1000	
Annual Tax Payment	$1,297.07	
Bond Buyer Index Annual Interest Rate	4.77%	
Discount Period (Years Amortized)	10	
	E-------->	$10,128.44

Fee Per Residence Recap:

A. Site Acquisition Cost	$0.00	
B. Permanent Facility Cost	$44,636.85	
C. Temporary Facility Cost	$0.00	
Subtotal		$44,636.85
D. State Match Credit	($5.96)	
E. Tax Payment Credit	($10,128.44)	
Subtotal		$34,502.45
50% Local Share		($17,251.23)
Impact Fee, net of Local Share		**$17,251.23**

221

2026 FORMULA Impact Fees -- Single-Family Residences: < 3 Bedrooms

Site Aquisition Cost Per Residence

Formula: ((Acres x Cost per Acre) / Facility Size) x Student Factor

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	$0	n/a	0.0769	$0.00
Middle	25	$0	n/a	0.0385	$0.00
High	40	$0	n/a	0.0481	$0.00
				A---------->	$0.00

Permanent Facility Construction Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Permanent/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$102,460,000	650	0.0769	0.8541	$10,356.34
Middle	$0	0	0.0385	0.9013	$0.00
High	$0	0	0.0481	1.0000	$0.00
				B--------->	$10,356.34

Temporary Facilities Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Temporary/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$0	20	0.0769	0.1459	$0.00
Middle	$0	27	0.0385	0.0987	$0.00
High	$0	28	0.0481	0.0000	$0.00
				C--------->	$0.00

State Match Credit Per Residence (if applicable)

Formula: Current Construction Cost Allocation x SPI Footage x District Match x Student Factor

	CCCA	SPI Footage	District Match	Student Factor	
Elementary	$399.38	90	0.05%	0.0769	$1.38
Middle	$399.38	117		0.0385	n/a
High	$399.38	130	n/a	0.0481	n/a
				D---------->	$1.38

Tax Credit Per Residence

Average Residential Assessed Value	$ 738,740	
Current Debt Service Tax Rate	$1.1000	
Annual Tax Payment	$812.61	
Bond Buyer Index Annual Interest Rate	4.77%	
Discount Period (Years Amortized)	10	
	E-------->	$6,345.47

Fee Per Residence Recap:

A. Site Acquisition Cost	$0.00	
B. Permanent Facility Cost	$10,356.34	
C. Temporary Facility Cost	$0.00	
Subtotal		$10,356.34
D. State Match Credit	($1.38)	
E. Tax Payment Credit	($6,345.47)	
Subtotal		$4,009.49
50% Local Share		($2,004.74)
Impact Fee, net of Local Share		**$2,004.74**

23

Appendix C: Middle Housing Impact Fee Calculations

2026 FORMULA Impact Fees -- Middle Housing: 3 or More Bedrooms

Site Aquisition Cost Per Residence

Formula: ((Acres x Cost per Acre) / Facility Size) x Student Factor

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	$0	n/a	0.1360	$0.00
Middle	25	$0	n/a	0.0680	$0.00
High	40	$0	n/a	0.0560	$0.00
				A---------->	$0.00

Permanent Facility Construction Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Permanent/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$102,460,000	650	0.1360	0.8541	$18,310.67
Middle	$0	0	0.0680	0.9013	$0.00
High	$0	0	0.0560	1.0000	$0.00
				B---------->	$18,310.67

Temporary Facilities Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Temporary/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$0	20	0.1360	0.1459	$0.00
Middle	$0	27	0.0680	0.0987	$0.00
High	$0	28	0.0560	0.0000	$0.00
				C---------->	$0.00

State Match Credit Per Residence (if applicable)

Formula: Current Construction Cost Allocation x SPI Footage x District Match x Student Factor

	CCCA	SPI Footage	District Match %	Student Factor	
Elementary	$399.38	90	0.05%	0.1360	$2.44
Middle	$399.38	117	n/a	0.0680	n/a
High	$399.38	130	n/a	0.0560	n/a
				D---------->	$2.44

Tax Credit Per Residence

Average Residential Assessed Value	$ 891,303	
Current Debt Service Tax Rate	$1.1000	
Annual Tax Payment	$980.43	
Bond Buyer Index Annual Interest Rate	4.77%	
Discount Period (Years Amortized)	10	
	E-------->	$7,655.92

Fee Per Residence Recap:

A. Site Acquisition Cost	$0.00	
B. Permanent Facility Cost	$18,310.67	
C. Temporary Facility Cost	$0.00	
Subtotal		$18,310.67
D. State Match Credit	($2.44)	
E. Tax Payment Credit	($7,655.92)	
Subtotal		$10,652.31
50% Local Share		($5,326.15)
Impact Fee, net of Local Share		**$5,326.15**

2026 FORMULA Impact Fees -- Middle Housing: < 2 Bedrooms

Site Aquisition Cost Per Residence

Formula: ((Acres x Cost per Acre) / Facility Size) x Student Factor

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	$0	n/a	0.1250	$0.00
Middle	25	$0	n/a	0.0000	$0.00
High	40	$0	n/a	0.1250	$0.00
				A---------->	$0.00

Permanent Facility Construction Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Permanent/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$102,460,000	650	0.1250	0.8541	$16,829.66
Middle	$0	0	0.0000	0.9013	$0.00
High	$0	0	0.1250	1.0000	$0.00
				B--------->	$16,829.66

Temporary Facilities Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Temporary/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$0	20	0.1250	0.1459	$0.00
Middle	$0	27	0.0000	0.0987	$0.00
High	$0	28	0.1250	0.0000	$0.00
				C--------->	$0.00

State Match Credit Per Residence (if applicable)

Formula: Current Construction Cost Allocation x SPI Footage x District Match x Student Factor

	CCCA	SPI Footage	District Match %	Student Factor	
Elementary	$399.38	90	0.05%	0.1250	$2.25
Middle	$399.38	117	n/a	0.0000	n/a
High	$399.38	130	n/a	0.1250	n/a
				D---------->	$2.25

Tax Credit Per Residence

Average Residential Assessed Value	$ 769,426	
Current Debt Service Tax Rate	$1.1000	
Annual Tax Payment	$846.37	
Bond Buyer Index Annual Interest Rate	4.77%	
Discount Period (Years Amortized)	10	
	E-------->	$6,609.05

Fee Per Residence Recap:

A. Site Acquisition Cost	$0.00	
B. Permanent Facility Cost	$16,829.66	
C. Temporary Facility Cost	$0.00	
Subtotal		$16,829.66
D. State Match Credit	($2.25)	
E. Tax Payment Credit	($6,609.05)	
Subtotal		$10,218.36
50% Local Share		($5,109.18)
Impact Fee, net of Local Share		**$5,109.18**

Appendix C: Apartment Impact Fee Calculations

2026 FORMULA Impact Fees -- Apartments: 2 or More Bedrooms

Site Aquisition Cost Per Residence

Formula: ((Acres x Cost per Acre) / Facility Size) x Student Factor

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	$0	n/a	0.1801	$0.00
Middle	25	$0	n/a	0.1017	$0.00
High	40	$0	n/a	0.1250	$0.00
				A---------->	$0.00

Permanent Facility Construction Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Permanent/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$102,460,000	650	0.1801	0.8541	$24,246.12
Middle	$0	0	0.1017	0.9013	$0.00
High	$0	0	0.1250	1.0000	$0.00
				B--------->	$24,246.12

Temporary Facilities Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Temporary/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$0	20	0.1801	0.1459	$0.00
Middle	$0	27	0.1017	0.0987	$0.00
High	$0	28	0.1250	0.0000	$0.00
				C--------->	$0.00

State Match Credit Per Residence (if applicable)

Formula: Current Construction Cost Allocation x SPI Footage x District Match x Student Factor

	CCCA	SPI Footage	District Match %	Student Factor	
Elementary	$399.38	90	0.05%	0.1801	$3.24
Middle	$399.38	117	n/a	0.1017	n/a
High	$399.38	130	n/a	0.1250	n/a
				D---------->	$3.24

Tax Credit Per Residence

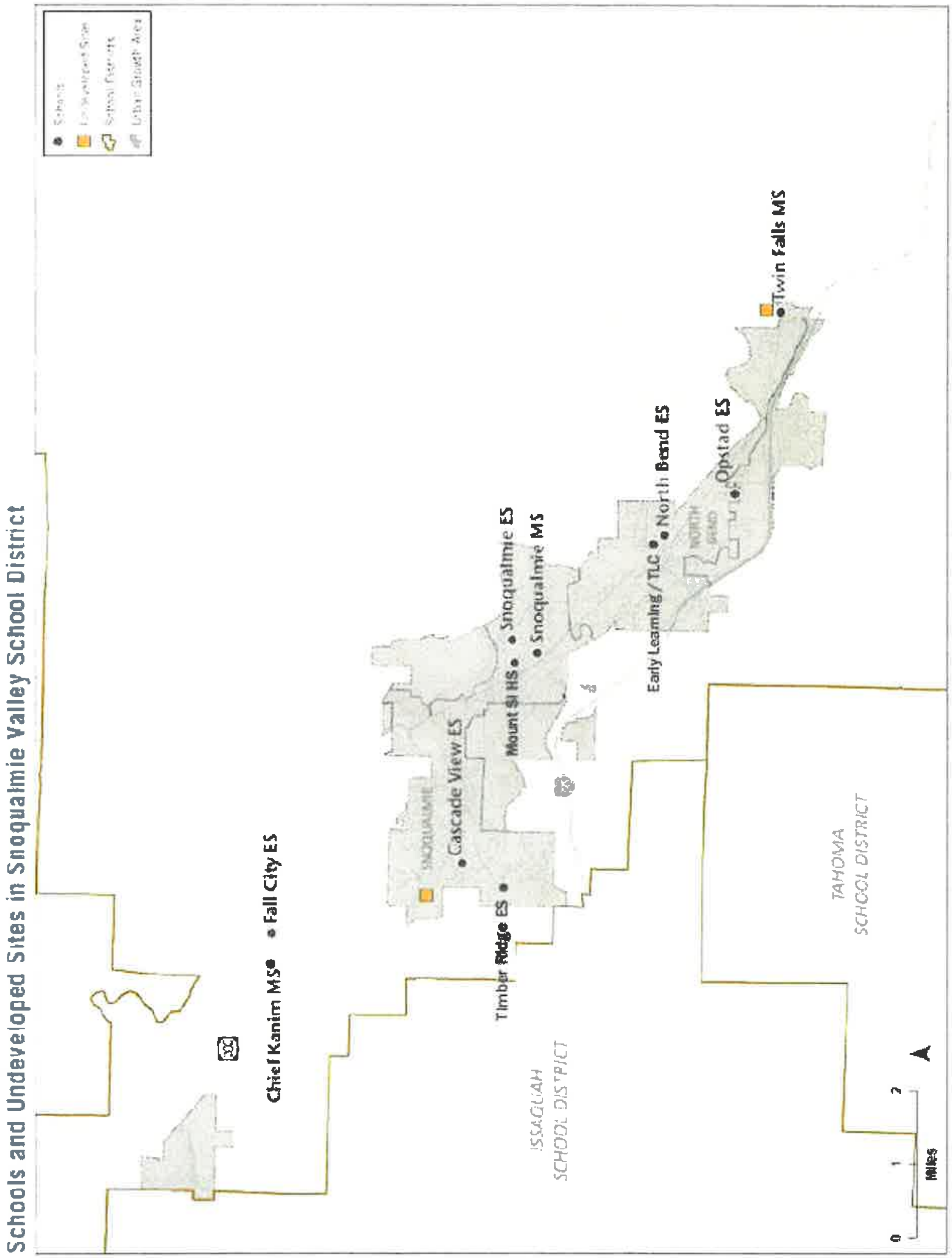
Average Residential Assessed Value	$ 590,955	
Current Debt Service Tax Rate	$1.1000	
Annual Tax Payment	$650.05	
Bond Buyer Index Annual Interest Rate	4.77%	
Discount Period (Years Amortized)	10	
	E-------->	$5,076.05

Fee Per Residence Recap:

A. Site Acquisition Cost	$0.00	
B. Permanent Facility Cost	$24,246.12	
C. Temporary Facility Cost	$0.00	
Subtotal		$24,246.12
D. State Match Credit	($3.24)	
E. Tax Payment Credit	($5,076.05)	
Subtotal		$19,166.83
50% Local Share		($9,583.42)
Impact Fee, net of Local Share		**$9,583.42**

26

Appendix D: District Map



LEGAL NOTICE
CITY OF NORTH BEND
King County, Washington

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the North Bend City Council will hold a public hearing to receive comments on proposed changes to Impact Fees collected on behalf of the Snoqualmie Valley School District as a result of their adopted 2026 Capital Facilities Plan. The public hearing will take place during a Regular City Council Meeting on Tuesday, September 15, 2026, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA.

Comments may be presented orally at the public hearing or submitted in writing to the City Clerk at 920 SE Cedar Falls Way, North Bend, WA, 98045, or by e-mail to: Clerks@northbendwa.gov prior to 4:30 p.m., Monday, September 14, 2026. Upon the request of an individual who will have difficulty attending the public hearing and providing comment in person by reason of disability, limited mobility, or for any other reason that makes physical attendance difficult, a teleconference option using Zoom Meetings will be available with detailed meeting access information to be provided on the September 15, 2026 City Council Meeting Agenda that will be published on the Agenda & Minutes Portal on September 10, 2026.

Further information is available by contacting Senior Planner Jamie Burrell at jburrell@northbendwa.gov.

Posted: August 28, 2026
Published in the Snoqualmie Valley Record: August 28, 2026

Susie Oppedal

From: Graham Duncan <gwduncan5@gmail.com>
Sent: Thursday, September 10, 2026 9:43 AM
To: Clerks
Subject: School District Impact Fees

[Some people who received this message don't often get email from gwduncan5@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Caution: This email originated from outside the City of North Bend. DO NOT click on links or open attachments unless you recognize and/or trust the sender. When in doubt, contact the North Bend IT Department.

Hello,

I can't attend the meeting, so I am giving my comments via email here.

New developments create an added burden on existing school district resources and should be paid for in full by the developers/builders. If that means the fees need to be increased to the developers so be it.

Best Regards,
Graham Duncan
1013 SE 11th PL NB 98045

City Council Agenda Bill

Agenda Date:	**September 15, 2026**	**AB26-082**	
Subject:	**AB26-082 -** Motion Authorizing Amendment to SCORE Jail Services Interlocal Agreement		
Department/ Committee/ Individual:	Amber Emery, City Administrator	Cost Impact: Fund Source: Timeline:	N/A N/A Immediate

Attachments:
1. 2027 Rate Amendment Agreement
2. SCORE Jail Services Interlocal Agreement
3. 2025 Rates Amendment
4. 2026 Rates Amendment

Summary Statement:

In 2015, the City entered into an interlocal agreement ("ILA") with South Correctional Entity ("SCORE") for misdemeanant jail services. The City then entered into a new ILA in 2023 to continue SCORE misdemeanant jail services. The SCORE ILA is one of five current City inmate housing contracts (the others being with the City of Issaquah for housing at the Issaquah Jail and with King County for housing at the King County Jail, as well as long term male inmate housing with the City of Sunnyside and the Yakima County).

In July 2026, SCORE provided notice to the City that new rate increases will go into effect on January 1, 2027. An amendment to the ILA will need to be executed prior to the start of the year due to the new rates. The amendment to the ILA reflects the following new fee schedule effective January 1, 2027:

2027 Rates:
- Booking fee: $99.75 (2026 rate = $95.00)
- Daily guaranteed bed rate: $171.26 (2026 rate = $155.69)
- Daily non-guaranteed rate: $235.02 (2026 rate = $223.83)

Daily rate surcharges:
- Mental Health - Residential Beds: $187.78 (2026 rate = $178.84)
- Medical (Acute Beds): $256.28 (2026 rate = $244.07)
- Mental Health (Acute Beds): $328.31 (2026 rate = $312.68)
- Transportation/Security: $98.70/hr. (2026 rate = $94.00)
- Virtual Court Admin Fee: $78.75 (2026 rate = $75.00)

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

Applicable Brand Guidelines:

- Consistent delivery of quality basic services

Committee Review and Recommendation:

The Public Health & Safety Committee reviewed this item at their August 4, 2026 meeting and recommended approval and placement on the Main Agenda for discussion.

Recommended Action:

Motion to approve AB26-082, authorizing the Mayor to execute an amendment to the Interlocal Agreement with SCORE for jail services, in a form and content acceptable to the City Attorney.

Record of Council Action:		
Meeting Date	**Action**	**Vote**
September 15, 2026		

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

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

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

RECITALS

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

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

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

Section 2. **Amendment**.

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

Daily Housing Rates		
General Population – Guaranteed Beds	$171.26	No. of Beds: _____
General Population – Non-Guaranteed Beds	$235.02	
Daily Rate Surcharges:		
Mental Health – Residential Beds	$187.78	
Medical – Acute Beds	$256.28	
Mental Health – Acute Beds	$328.31	
Booking Fee	$99.75	
Transport/Security Fee	$98.70/hr.	
Virtual Court Admin Fee	$78.75	

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

Section 3. **Effective Date of Amendment**. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2027, at 12:01 a.m.

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

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

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

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

SOUTH CORRECTIONAL ENTITY

____	____
Signature	Signature
Title/Name Executive Director Devon Schrum______	Title/Name:________________________________
NOTICE ADDRESS:	NOTICE ADDRESS:

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

Email: dschrum@scorejailwa.gov
Telephone: 206-257-6262

INTERLOCAL AGREEMENT FOR INMATE HOUSING

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

RECITALS

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

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

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

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

SECTION 1. DEFINITIONS.

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

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

Commencement Date means [January 1, 2024].

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

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

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

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

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

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

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

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

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

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

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

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

Termination Date means ____________________________.

SECTION 2. TERM.

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

SECTION 3. INMATE HOUSING AND SERVICES.

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

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

SECTION 4. COMPENSATION.

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

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

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

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

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

A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.

B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures.

C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.

D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.

E. Release. Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

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

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

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

A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.

B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold, and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.

C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.

D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.

E. Inmate Accounts. SCORE shall establish and maintain a non-interest-bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

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

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

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

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

SECTION 8. DETAINERS.

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

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

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

SECTION 10. ESCAPE; DEATH.

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

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

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

SECTION 11. REPORTING AND INSPECTION.

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

SECTION 12. TECHNOLOGY.

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

SECTION 13. BILLING AND PAYMENT.

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

SECTION 14. BILLING DISPUTE RESOLUTION.

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

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

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

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

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

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

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

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

SECTION 17. INSURANCE.

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

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

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

SECTION 18. TERMINATION.

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

SECTION 19. RECORDS.

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

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

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

SECTION 21. HIPAA AND HITECH COMPLIANCE.

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

SECTION 22. EQUAL OPPORTUNITY.

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

SECTION 23. MISCELLANEOUS.

A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.

B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.

C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.

G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.

H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.

I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.

K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.

L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.

M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

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

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Signature

Devon Schrum, Executive Director

Print Name - Title

Oct 26, 2023

Date

City of North Bend

Contract Agency Name

Signature

Rob McFarland, Mayor

Print Name - Title

October 18, 2023

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

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

Attention: Devon Schrum, Executive Director

Email: dschrum@scorejail.org

Telephone: (206) 257-6262

Fax: (206) 257-6310

NOTICE ADDRESS:

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

Attention: City Administrator David Miller

Email: dmiller@northbendwa.gov

Telephone: 425-888-7626

Fax: 425-831-6200

Exhibit A

FEES AND CHARGES AND SERVICES

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

Other Terms & Conditions:

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

[1] The Booking Fee will be charged to the jurisdiction responsible for housing the inmate
[2] Surcharges are in addition to daily housing rates and subject to bed availability
[3] Guided by American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC)

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

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

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.

2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.

   a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.

   b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.

   c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.

   d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. Compliance

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

   a) The Prison Rape Elimination Act of 2003 (PREA)

   b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and

   c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

2. Monitoring

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

   a) Site visits,

   b) Access to facility data, and

   c) Review of applicable documentation.

3. Contract Agency may terminate this Agreement

   a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or

   b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

4. The Contract Agency will terminate this Agreement

   a) Should SCORE elect to discontinue pursuit of PREA compliance;

   b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified timeframes; or

   c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D

MEDICAL ACCEPTABILITY

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

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

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:

    a) Backpacks, suitcases, etc.

    b) Unpackaged food products.

    c) Food products in packaging that have been opened.

    d) Any type of weapon (includes pocket knives).

    e) Liquids.

    f) Helmets or any kind.

    g) Large items that will not fit into a common paper grocery bag.

    h) Material deemed to be contraband.

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

Exhibit F

CLASSIFICATION

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

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

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

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

Exhibit G

BORROWING

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

1. If a Contract Agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.

2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.

3. SCORE will not track the Inmate once he or she has left the SCORE Facility.

4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.

5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

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

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated 9/27/24, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and North Bend a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated 10/26/23, as amended and as may be further amended from time to time (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

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

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

Section 2. **Amendment.**

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

Daily Housing Rates		
General Population – Guaranteed Beds	$148.28	No. of Beds: 0
General Population – Non-Guaranteed Beds	$213.17	
Daily Rate Surcharges:		
Mental Health – Residential Beds	$170.32	
Medical – Acute Beds	$232.45	
Mental Health – Acute Beds	$297.79	
Booking Fee	$80.00	
Transport/Security Fee	$89.00/hr.	

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

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

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

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

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

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

Sign Here

SOUTH CORRECTIONAL ENTITY

Signature

Title/Name Executive Director Devon Schrum

NOTICE ADDRESS:

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

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

Signature

Title/Name: Mayor Mary Miller

NOTICE ADDRESS:

City of North Bend
920 SE Cedar Falls Way
North Bend. WA 98045
Attn: David Miller
Email: dmiller@northbendwa.gov
Telephone: 425-888-7626

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

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

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated 9/3/25, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and North Bend, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated 10/26/23, as amended and as may be further amended from time to time (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

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

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

Section 2. **Amendment.**

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

Daily Housing Rates		
General Population – Guaranteed Beds	$155.69	No. of Beds: 0
General Population – Non-Guaranteed Beds	$223.83	
Daily Rate Surcharges:		
Mental Health – Residential Beds	$178.84	
Medical – Acute Beds	$244.07	
Mental Health – Acute Beds	$312.68	
Booking Fee	$95.00	
Transport/Security Fee	$94.00/hr.	
Virtual Court Admin Fee	$75.00	

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

Section 3. Effective Date of Amendment. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2026, at 12:01 a.m.

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

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

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

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

SOUTH CORRECTIONAL ENTITY

Devon Schrum

Signature

Title/Name Executive Director Devon Schrum

NOTICE ADDRESS:

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

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

Mary Miller

Signature

Title/Name: Mayor Mary Miller

NOTICE ADDRESS:
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045
Attn: Amber Emery
Email: aemery@northbendwa.gov
Phone: 425-888-7626

City Council Agenda Bill

Agenda Date:	**September 15, 2026**	**AB26-083**	
Subject:	**AB26-083 -** Resolution Accepting FHWA RTCC Grant Funds for NB Way-Mt Si Road Roundabout Project		
Department/ Committee/ Individual:	Tom Mohr, Director	Cost Impact:	$346,019 (local match)
		Fund Source:	310 Project Budget Funds
		Timeline:	Immediate

Attachments:
1. Resolution Accepting FHWA RTCC Grant Funds NB Way-Mt Si Rd RAB
2. 2026 RTCC Award Letter North Bend

Summary Statement:

City Council accepted federal design and right-of-way funding along with the required local match requirements for the North Bend Way/Mt Si Road Roundabout Project at the May 2, 2023 City Council meeting. Design is nearing completion and staff are moving into the right-of-way services phase with the help of our consultant KPFF. Right-of-way services should be completed in Q1 of 2027 or earlier.

In 2026 North Bend City staff applied for and were awarded $2,217,082 in Federal Highway Administration (FHWA) Rural Town Centers and Corridors (RTCC) funds for construction of the North Bend Way / Mt Si Road Roundabout Project. The city has a match requirement of $346,019. The construction budget is $2,563,101. The local match will be covered using 310 project budget funds made up of a combination of Transportation Impact Fees (TIF) and Transportation Benefit District (TBD) funds.

This project's purpose is to construct a roundabout at the intersection of North Bend Way and Mt Si Road, new bike lanes, strategic pedestrian crossings, improved roadway illumination, new landscaping, full ADA compliance, stormwater infrastructure improvements, pavement markings, and other work required to complete the project.

The City has the North Bend Way / Mt Si Road Roundabout Project listed in its 2027-2032 6-Year Transportation Improvement Plan (TIP), which was adopted by the City Council at the May 19, 2026 City Council meeting.

The attached resolution accepts the construction grant, authorizes use of local match funds, and authorizes the Mayor to execute the Local Agency Agreement, Project Prospectus, and all other documents necessary to obligate funds for this project. Staff are currently planning on 2027 construction.

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 at their July 28, 2026, meeting and recommended approval and placement on the Main Agenda.

Recommended Action:

Motion to approve AB26-083, a resolution accepting Federal Highway Administration (FHWA) Rural Town Centers and Corridors (RTCC) Funds for Construction of the North Bend Way / Mt Si Road Roundabout Project.

Record of Council Action:		
Meeting Date	**Action**	**Vote**
September 15, 2026		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING FEDERAL HIGHWAY ADMINISTRATION (FHWA) RURAL TOWN CENTERS AND CORRIDORS (RTCC) FUNDS IN THE AMOUNT OF $2,217,082 AND AUTHORIZING A LOCAL MATCH OF $346,019 FOR CONSTRUCTION OF THE NORTH BEND WAY / MT SI ROAD ROUNDABOUT PROJECT

WHEREAS, in 2026 the City of North Bend applied for and was awarded $2,217,082 in Federal Highway Administration (FHWA) Rural Town Centers and Corridors (RTCC) funds for construction of the North Bend Way / Mt Si Road Roundabout Project ("Project"); and

WHEREAS, the grant requires a local match of $346,019, which will be funded with Transportation Benefit District (TBD) and Transportation Impact Fee (TIF) funds, for a total construction budget of $2,563,101; and

WHEREAS, the Project includes construction of a roundabout at the intersection of North Bend Way and Mt Si Road; bike lanes; pedestrian crossings; improved roadway illumination; new landscaping; complete Americans with Disability Act (ADA) compliance; stormwater infrastructure improvements; pavement markings; and other work as required to complete the project; and

WHEREAS, the Project is listed in the City's 2027-2032 Six-Year Transportation Improvement Plan which was adopted by the City Council on May 19, 2026;

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

Section 1. The City Council accepts the Federal Highway Administration Rural Town Centers and Corridors funds of $2,217,082 and authorizes a local match of $346,019 to be funded with City TBD and TIF funds, for construction of the North Bend Way/Mt Si Road Roundabout Project.

Section 2. The Mayor is authorized to enter into the Local Agency Agreement and Project Prospectus, in a form and content approved by the City Attorney, and any other agreements necessary to proceed with obligation of the grant funds set forth in Section 1 of this Resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF SEPTEMBER, 2026.

CITY OF NORTH BEND:

____

Mary Miller, Mayor

APPROVED AS TO FORM:

____

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

____

Susie Oppedal, City Clerk

Effective:
Posted:

Puget Sound Regional Council

1201 Third Avenue, Suite 500, Seattle, WA 98101-3055 | psrc.org | 206-464-7090

July 29, 2026

The Honorable Mary Miller
The City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

Dear Mayor Miller:

On behalf of the Puget Sound Regional Council, I'm pleased to announce that the City of North Bend is receiving $2,217,082 in PSRC funding through the 2026 Rural Town Centers and Corridors Program for the following project:

PROJECT	PHASE	AWARD AMOUNT	FUNDING DEADLINE
North Bend Way & Mt. Si Road Roundabout	Construction	$ 2,217,082	June 1, 2027

Securing federal transportation funding for communities in the region is one of the most important responsibilities of PSRC. Through our merit-based project selection process, PSRC ensures that federal transportation funds are put to work on priority projects that meet local needs and help achieve the region's long-term goals for transportation, economic development and growth planning.

I'm delighted to share this news and that these funds will be working to improve transportation in your community. We appreciate your leadership and great work by your staff to help this project succeed.

Sincerely,

J. W. Brown

Josh Brown
Executive Director, Puget Sound Regional Council

cc: Tom Mohr, P.E., Public Works Director

City Council Agenda Bill

Agenda Date: September 15, 2026 **AB26-084**

Subject:	**AB26-084 -** Resolution Accepting FHWA TAP Grant Funds for Tanner Trail Extension Project		
Department/ Committee/ Individual:	Tom Mohr, Director	Cost Impact: Fund Source: Timeline:	$184,643 (local match) 310 Project Budget Funds Immediate

Attachments:
1. Resolution Accepting FHWA TAP Grant Funds Tanner Trail Ext
2. 2026 TAP Award Letter North Bend

Summary Statement:

City Council accepted federal design funding along with the required local match requirements for the Tanner Trail Extension Project at the June 6, 2023 City Council meeting. Design will be completed in September of 2026.

In 2026 North Bend City staff applied for and were awarded $1,183,082 in Federal Highway Administration (FHWA) Transportation Alternatives Program (TAP) funds for construction of the Tanner Trail Extension Project. The City has a match requirement of $184,643. The construction budget is $1,367,725. The local match will be covered using 310 project budget funds made up of a combination of Transportation Impact Fees (TIF) and Transportation Benefit District (TBD) funds.

This project's purpose is to extend the paved portion of Tanner Trail starting just east of the entrance to Public Works along North Bend Way heading east and stopping just west of the Snoqualmie Valley Trail crossing at North Bend Way. Work will also include a few trail bump outs for placement of park benches.

The City has the Tanner Trail Extension Project listed in its 2027-2032 6-Year Transportation Improvement Plan (TIP), which was adopted by the City Council at the May 19, 2026 City Council meeting.

The attached resolution accepts the construction grant, authorizes use of local match funds, and authorizes the Mayor to execute the Local Agency Agreement, Project Prospectus, and all other documents necessary to obligate funds for this project.

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 at their July 28, 2026, meeting and recommended approval and placement on the Main Agenda.

Recommended Action:

Motion to approve AB26-084, a resolution accepting Federal Highway Administration (FHWA) Transportation Alternatives Program (TAP) Funds for Construction of the Tanner Trail Extension Project.

Record of Council Action:		
Meeting Date	**Action**	**Vote**
September 15, 2026		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING FEDERAL HIGHWAY ADMINISTRATION (FHWA) TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FUNDS IN THE AMOUNT OF $1,183,082 AND AUTHORIZING A LOCAL MATCH OF $184,643 FOR CONSTRUCTION OF THE TANNER TRAIL EXTENSION PROJECT

WHEREAS, in 2026 the City of North Bend applied for and was awarded $1,183,082 in Federal Highway Administration (FHWA) Transportation Alternatives Program (TAP) funds for construction of the Tanner Trail Extension Project ("Project"); and

WHEREAS, the grant requires a local match of $184,643, which will be funded with Transportation Benefit District (TBD) and Transportation Impact Fee (TIF) funds, for a total construction budget of $1,367,725; and

WHEREAS, the Project includes extending the paved section of Tanner Trail along North Bend Way from just east of the entrance to Public Works heading east to just west of the Snoqualmie Valley Trail crossing at North Bend Way; and other work as required to complete the project; and

WHEREAS, the Project is listed in the City's 2027-2032 Six-Year Transportation Improvement Plan which was adopted by the City Council on May 19, 2026;

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

Section 1. The City Council accepts the Federal Highway Administration Transportation Alternatives Program funds of $1,183,082 and authorizes a local match of $184,643 to be funded with City Transportation Benefit District and Transportation Impact Fee funds, for construction of the Tanner Trail Extension Project.

Section 2. The Mayor is authorized to enter into the Local Agency Agreement and Project Prospectus, in a form and content approved by the City Attorney, and any other agreements necessary to proceed with obligation of the grant funds set forth in Section 1 of this Resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF SEPTEMBER, 2026.

CITY OF NORTH BEND:

____
Mary Miller, Mayor

Effective:
Posted:

APPROVED AS TO FORM:

____
Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

____
Susie Oppedal, City Clerk

Puget Sound Regional Council

1201 Third Avenue, Suite 500, Seattle, WA 98101-3055 | psrc.org | 206-464-7090

July 29, 2026

The Honorable Mary Miller
The City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

Dear Mayor Miller:

On behalf of the Puget Sound Regional Council, I’m pleased to announce that the City of North Bend is receiving $1,183,082 in PSRC funding through the 2026 Transportation Alternatives Program for the following project:

PROJECT	PHASE	AWARD AMOUNT	FUNDING DEADLINE
Tanner Trail Extension	Construction	$1,183,082	June 1, 2027

Securing federal transportation funding for communities in the region is one of the most important responsibilities of PSRC. Through our merit-based project selection process, PSRC ensures that federal transportation funds are put to work on priority projects that meet local needs and help achieve the region’s long-term goals for transportation, economic development and growth planning.

I’m delighted to share this news and that these funds will be working to improve transportation in your community. We appreciate your leadership and great work by your staff to help this project succeed.

Sincerely,

J. W. Brown

Josh Brown
Executive Director, Puget Sound Regional Council

cc: Tom Mohr, P.E., Public Works Director

City Council Agenda Bill

Agenda Date: September 15, 2026 **AB26-085**

Subject:	**AB26-085 -** Motion Authorizing Collective Bargaining Agreement for Office, Clerical & Technical Employees		
Department/ Committee/ Individual:	Lisa Escobar, Director	Cost Impact: Fund Source: Timeline:	N/A N/A Immediate
Attachments:	1. City of North Bend-Office Clerical 2026-2028 Collective Bargaining Agreement		

Summary Statement:

The City's existing Collective Bargaining Agreement (CBA) with Teamsters Local 763 relating to the City's Public, Professional & Office-Clerical employees expired on December 31, 2025. This CBA controls wages and some working conditions involving 12 regular City employees in the areas of Planning, Building, Administration, and Finance, and includes the Public Works Office Coordinator/Contract Specialist. The City has negotiated with Teamsters Local 763 on a new CBA for approximately eight months. The parties have reached consensus on an agreement to recommend to both the City Council and the membership of Teamsters Local 763.

The City's priorities during negotiations were:

- Avoid Costly Turn-over in Employees, Maintain Positive Employee Morale & Recruit Excellent New Employees: Retain and recruit qualified City employees and maintain positive employee morale. Satisfied employees generally perform better than unsatisfied employees and a positive work environment assists with employee recruitment and retention.
- Budget Stability: Preserve City's ability to afford wage/benefit increases while maintaining a stable long-term City budget.
- Public Facing Organization: Have employees return to and work from the office to collaborate and be available to provide excellent customer service by reducing remote work eligibility to one day per week.
- Health Reimbursement Arrangement: Accommodate employee requests for Voluntary Employees' Beneficiary Association (VEBA) accounts funded by the employee.
- Establish Parity with Public Works Bargaining Unit: When possible, align the terms of both CBAs to increase efficiency and clarity.

Staff believes the proposed CBA achieves the City's priorities through inclusion of the following provisions:

- Term: The proposed CBA provides a three-year term commencing on January 1, 2026, and terminating on December 31, 2028. This proposed term is preferable to a one- or two-year term because it reduces staff-time expended renegotiating the CBA.
- Wages: Appendix "A" to the CBA provides wage increases based upon the June CPI-W to account for

inflation.

Many of the employees within Teamsters Local 763 perform work for the City's sewer, water, and street utilities, and therefore approximately 33% of the CBA's costs are paid by such utilities and the remaining approximately 67% are paid from the General Fund.

The City's negotiating team was comprised of: Lisa Escobar, Administrative Services Director; Erin DeBerg, Human Resources Manager/Emergency Management Coordinator; and Martin Chaw, Finance Director. The Union's negotiating team was comprised of: Johnathan Williams, Teamster's Business Agent; Stephanie Dearman, Senior GIS Analyst; and Daniel Turple, Infrastructure Inspector. All members of the negotiating teams recommend adoption of the proposed CBA.

The members of the Collective Bargaining Unit ratified the attached CBA on August 25, 2026.

Applicable Brand Guidelines:

- Consistent delivery of quality basic services

Committee Review and Recommendation:

Recommended Action:

Motion to approve AB26-085, authorizing the Mayor to enter into a Collective Bargaining Agreement with Teamsters Local 763 relating to Public, Professional & Office-Clerical Employees.

Record of Council Action:

Meeting Date	Action	Vote
September 15, 2026		

AGREEMENT

by and between

CITY OF NORTH BEND, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Office-Clerical and Technical Employees)

January 01, 2026 through December 31, 2028

AGREEMENT

by and between

CITY OF NORTH BEND, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Office-Clerical and Technical Employees)

January 01, 2026 through December 31, 2028

THIS AGREEMENT is by and between the CITY OF NORTH BEND, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 - RECOGNITION, PAYROLL DEDUCTION AND NOTIFICATION

1.1 Recognition - The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time office clerical and technical employees of the Employer, excluding supervisors, confidential employees, and all other employees of the Employer.

1.1.1 A temporary employee will be defined as an employee hired to work within the bargaining unit during any period when additional work requires a temporarily augmented work force, to fill in for the absence of a regular employee or to fill a vacancy in a regular position until a regular employee is appointed. A temporary employee will not be employed more than six (6) consecutive months within the bargaining unit except when such temporary employee is working in relief of a regular employee on leave. The Employer will not employ more than three (3) temporary employees at any one time within the bargaining unit.

1.2 Payroll Deduction – The Employer will make deductions for Union dues, initiation fees, and/or agency fees from the wages of all employees covered by this Agreement who execute a properly written authorization to the Employer demonstrating the employee has affirmatively consented to the deduction of such dues/fees. The Union will provide the Employer the signed authorization prior to the commencement of the deductions. Such deductions will be remitted to the Union on a monthly basis.

The Employer will stop or revise deducting such dues/fees from employees who revoke or revise consent or other written direction regarding payroll deductions, to the Union; the Union will promptly notify the Employer when to stop dues deduction from an employee. The Union will defend, indemnify and hold the Employer harmless against any and all liability resulting from the dues and/or fee deduction system.

1.3 Union Notification – Within seven (7) days from the date of hire of a new employee, the Employer will forward to the Union the name, address, telephone and Social Security number, classification and rate of pay of the new employee. The Employer will promptly notify the Union of all employees leaving its employment.

1.3.1 New-Hire Orientation - The Employer will notify the Union of all new full-time and part-time employees hired into the bargaining unit. The Union and shop steward will then be provided 30 minutes during employees' regular working hours for purposes of presenting information about the bargaining unit and Union membership. This will generally occur within the first two (2) weeks of an employee's date of hire (or, for seasonal/temporary employees, from the date of eligibility into the bargaining unit), but in no instance later than 90 calendar days. Employees have the option to attend or not attend the orientation.

ARTICLE 2 - UNION RIGHTS

2.1 Discrimination - The Employer will not interfere with the rights of employees to become members of the Union and there will be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

2.2 Union Investigation - Authorized Union representatives will have access to the Employer's establishment during working hours for the purpose of investigating working conditions and to ascertain that the provisions of this Agreement are being adhered to; provided, however, the right to access will be exercised reasonably so that there will be no interruption of the Employer's work schedule.

2.3 Shop Steward - A Union Shop Steward will be allowed reasonable time, at the discretion of the Employer, to assist in processing contract grievances during regular working hours. Employees will not use working hours for the conduct of Union business or the promotion of Union affairs other than stated.

2.4 Bulletin Boards - The Employer will provide suitable space for a bulletin board at each primary facility for employees covered by this Agreement. Postings by the Union on such boards will be confined to official business of the Union.

ARTICLE 3 - PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES

3.1 Probation Period - A new employee will be subject to a six (6) month probation period, commencing with their most recent first date of hire. During this period, such employee will be considered as being on trial, subject to immediate dismissal at any time at the sole discretion of the Employer. Discharge of an employee during the probation period will not be subject to the grievance procedure.

3.1.1 An employee transferring to a different job classification or employment status (e.g. promotion or change from part-time to full-time), will be subject to a trial period of six (6) months, commencing with the change of job classification or status. During the trial period the Employer or the employee may, without right to the grievance procedure or disciplinary action, option to revert back to the job classification or status the employee previously held. An employee subject to the trial period will not be subject to termination solely due to the change in job classification or status.

3.2 Seniority - An employee's seniority will be defined as that period from the employee's most recent first day of compensated work within the bargaining unit.

3.2.1 On July 1st of each year, the Employer will provide the Union with a seniority list showing the name of each employee within the bargaining unit, their present classification, rate of pay and their date of hire.

3.2.2 An employee's seniority will be broken so that no prior period of employment will be counted and their seniority will cease upon:

- Justifiable discharge;
- Voluntary quit;
- Failure of the employee to timely return to work after expiration of a temporary disability leave or leave of absence;
- Leaving the bargaining unit to accept a position with the Employer outside of the bargaining unit and remaining outside the bargaining unit for in excess of six months;
- Failure of the employee to notify the Employer of their willingness to return to work upon recall from a layoff, of twelve (12) months or less;
- Layoff exceeding twelve (12) months;
- Leave of absence exceeding twelve (12) months.

3.3 In layoff, recall and filling job vacancies, the Employer will give consideration to an employee's length of continuous service with the Employer and their ability to perform the duties required in the bargaining unit jobs. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

3.3.1 Layoff - The Employer will provide an employee with two (2) weeks advance notice prior to layoff. The employee that is notified of layoff may accept the layoff or displace a less senior employee that is in a job classification that is of an equal or lesser classification and one in which the employee is qualified to perform the job duties.

3.3.2 Recall - Employees on layoff will be recalled by the Employer for recall before the Employer fills an open position with employees outside the bargaining unit, unless the employee(s) on layoff are not qualified to perform the duties of the open position. The Employer will have no obligation to consider recall for an employee after the employee has been on continuous layoff for a period of twelve (12) months.

3.3.3 If the Employer determines to recall an employee from layoff and is unable to contact such employee, the Union will be so notified. If neither the Union nor the Employer is able to contact the employee within seven (7) calendar days from the time the Union is notified, the Employer will have no further obligation to recall the employee. Should an employee not return to work when recalled, the Employer will have no further obligation to continue to consider the employee for recall.

If the Employer recalls an employee from layoff and is unable to contact the employee, the Employer will notify the Union. The Employer and Union will attempt to contact the employee for an additional 7 calendar days from the time the Union is notified. If the Employer and Union are unable to contact the employee after that date or the employee does not report to work, the Employer is not required to recall that employee.

3.3.4 Job Vacancies - New positions and positions which become vacant within the bargaining unit will be posted on the bulletin board so that employees who have completed their probation period may indicate their interest in being considered for the position. The City will post notice in each department on the date submitted for advertisement. The Employee must indicate interest in the position to the City Administrator (or designee), before the closing date.

ARTICLE 4 - HOURS OF WORK, OVERTIME AND PREMIUM PAY

4.1 Work Schedule - A full-time employee will be scheduled to work five consecutive days within a seven (7) consecutive day period. Without limiting the Employer's right to direct overtime, alternative work schedules will be acceptable with mutual agreement between the employee and the employer, prior to implementing any change in the existing work schedule (days of work and/or hours of work), the Employer will meet and confer with the Union.

4.1.1 Employees may have flexible starting times and work hours, without the necessity of meeting and conferring with the Union, with the mutual consent between the employee and the Employer.

4.1.2 Time worked will be paid in fifteen (15) minute increments.

4.2 Rest Periods - Employees will receive a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time. Rest periods will be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee will be required to work more than three (3) hours without a rest period.

4.3 Meal Periods - Employees will receive an uninterrupted meal period of no less than thirty (30) minutes which will be on the employee's own time and which will be commenced no less than three (3) nor more than five (5) hours from the beginning of the shift.

4.3.1 Combining Meals and Rest Breaks for Nonexempt Employees. The parties agree to meal and rest periods for nonexempt employees that vary and supersede WAC 296-126-092. The following terms are agreed upon pursuant to RCW 49.12.187(2):

For any work period for which an employee is entitled to one meal break and more than one rest break, rest periods and meal periods may be combined. If an employee choses to combine rest and meal periods, they are responsible for initiating and submitting an agreement to waive the timing of their meal and rest periods prior to combining rest and meal periods for management's approval. The break period and lunch period may not be combined or used at the beginning of the day or the end of the day.

4.3.2 On those occasions where an employee is not permitted, by their Employer, to take a meal period, the employee will be compensated one and one-half times their regular rate of pay or at employee discretion, compensatory time in lieu of pay during the regularly scheduled meal period missed.

4.4 Callback - An employee who has left work and is unexpectedly and without notice called back to work after completion of their regular day's shift, will be paid a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay, unless the employee is called back within three (3) hours of his next regular shift.

An employee who has left work and is unexpectedly and without notice called back to work after completion of their regular day's shift, will be paid a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

If an employee is called into work less than 3 hours before the start of their regular shift, the employee will choose to receive either pay at one and one-half (1 ½) times their regular rate of pay or to adjust their hours to leave after they have completed their scheduled number of hours worked.

4.5 Overtime - Any work in excess of forty (40) hours in a work week will be considered overtime work and will be paid at the overtime rate of one and one-half (1-1/2) times the affected employee's regular rate of pay. All overtime work must be approved, in writing, by the Employer prior to the employee beginning such work. The workweek will be from 12:01 a.m. Monday to Midnight Sunday.

4.5.1 Approved vacation time off, holidays and call-out guarantees will be considered as time worked for the purposes of calculating overtime. Compensatory time off will not be considered time worked for the purposes of this Article. Sick leave will be considered time worked but the employee will not be eligible for overtime if the sick leave is within the same work day (twenty-four (24) hour period from 12:00 AM to 11:59 PM.

4.5.1.1 If an employee is absent three (3) days or less on sick leave, the sick leave usage will not be considered time worked for the purpose of this Article.

4.5.1.2 Notwithstanding Sections 4.5.1 and 4.5.1.1, any time worked that is required by the Employer outside of the employee's regular scheduled work time in excess of eleven (11) hours in any given day will be paid at the overtime rate of pay for those hours the employee is assigned such work. However, if an employee decides on their own initiative to work outside of their regular work schedule and has utilized compensatory time during the work week, the employee will not be compensated for work at the overtime rate of pay until such time as the employee accrues forty (40) hours of actual time worked.

4.6 No Pyramiding - There will be no pyramiding of overtime and/or premium pay.

4.7 Work in Higher Classification - Whenever an employee is assigned by the Employer to perform a substantial amount of the duties and accept a substantial amount of the responsibilities of a higher paid classification for a period in excess of three (3) consecutive working days, the employee will thereafter be paid at the STEP of the higher classification while performing such duties and accepting such responsibility which provides for a salary increase of at least four point five percent (4.5%).

4.8 Compensatory Time – In lieu of paid overtime, employees may accrue compensatory time at the rate of one and one half hours for each hour worked. Compensatory time may be schedule and used with manager approval. Employees shall have the option to carry over a maximum of eighty (80) hours of compensatory time each year or cash out up to forty (40) hours of unused compensatory time. It shall be paid to the employee on the last pay period of the calendar year.

4.9 Weekend Premium - An employee assigned to work on a Saturday or Sunday as part of their regular workweek will be compensated an additional two dollars and fifty cents ($2.50) an hour for each hour worked on Saturday and/or Sunday.

4.10 Employee evaluations will be timely and normally be performed by the Supervisor and reviewed by the employee.

4.11 Emergency Conditions – In the event of a natural disaster, threat/act of terrorism, declared emergency or inclement weather resulting in emergency conditions, the following provisions will apply:

4.11.1 When City Hall is open, employees who are unable to travel safely to work or who request to leave before the end of their shift and such request is approved by their supervisor/manager, will be permitted to use accrued compensatory time, accrued vacation time, or leave without pay to cover all hours away from work.

4.11.2 In such instances where City Hall is officially declared closed by direction of the Mayor or City Administrator, all employees who reported to work and are present at the time when City Hall is declared closed will be paid for all hours they would have otherwise been scheduled to work on that day.

4.11.3 In the event that City Hall is closed as a result of inclement weather or other emergency as determined by the Mayor or City Administrator, any employees who are required to work will be granted an equivalent amount of comp time hours as the hours they work in addition to any other compensation that they receive for the number of hours worked. The amount of comp time hours earned will be granted at straight time and will not exceed the number of hours an employee would regularly work during that work day.

4.12 Remote Work – Employees covered by this agreement are eligible for one (1) day of remote work per week with prior approval. The Employer will make every effort to create a regular work schedule that allows for one day of remote work each week. Employees may be assigned a rotating front counter or customer service assignment to balance the business needs with remote schedules. The designated remote workday must remain consistent and will be reviewed semi-annually.

Elgibility for remote work will be determined by the Department Director based on operational and business needs.

Employees seeking remote work must complete the Temporary Telecommuting Work Agreement Form and submit it to the Department Director and City Administrator for consideration. Employees approved for remote work are expected to remain fully available during their scheduled work hours. The Employer may verify that the employee is performing work duties, including confirming computer activity, and may require the employee to attend meetings in-person, via Teams or by phone as needed. The employer shall utilize progressive discipline leading up to and including the removal of the ability to remote work for employees who are not meeting the standards as defined in the Temporary Telecommuting Work Agreement Form and Personnel Manual. The Employer shall be required to document issues as they arise when utilizing progressive discipline. The employer may alter the Temporary Telecommuting Work Schedule if determined it is not the best interest of the organization.

4.13 The department director may create a flexible work schedule for positions that are specialized and difficult to fill. This determination must be determined and approved by the City Administrator.

ARTICLE 5 - WAGES

5.1 The classifications of work and monthly rates of pay for employees covered by this Agreement are set forth within Appendix "A" to this Agreement which by this reference will be incorporated herein as if set forth in full. Any new classifications will be negotiated between the Employer and the Union.

ARTICLE 6 - HOLIDAYS

6.1 All employees regularly scheduled to work twenty (20) hours or more per week will receive the following holidays off with pay at their straight-time hourly rate.

New Year's Day	January 1st
Martin Luther King, Jr’s Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	1st Monday of September
Juneteenth	June 19
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday of November
Native American Heritage Day	4th Friday of November
Christmas Eve	December 24th
Christmas Day	December 25th
Floating Holiday	At employee's discretion with prior notice and approval of the Employer

6.2 If a holiday occurs while an employee is on vacation or sick leave, the holiday will not be charged to such vacation or sick leave.

6.3 If the date of any of the afore-referenced holidays should be changed, the new date will be deemed a holiday. Any holiday falling on Sunday will be observed on the following Monday. Any holiday falling on Saturday will be observed on the preceding Friday. Any day or portion thereof designated as a holiday by the Employer will be recognized as a holiday under this Article. The Employer will honor all holidays which are recognized by the State of Washington.

6.4 Employees required to work on a holiday will be paid at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for each hour worked in addition to the holiday pay. All holiday work will be pre-approved by the Employer in writing.

6.5 To qualify for holiday pay, an employee will have worked their regularly scheduled workday preceding and following the holiday, unless the employee is on vacation, sick leave, or other paid leave.

6.6 In the event a holiday falls on an employee's regular day off, the employee's workday before or after the holiday will be granted off with pay, or upon prior approval, the employee may schedule an alternate day off as long as the requested day off falls within the same pay period as the holiday.

ARTICLE 7 - VACATIONS

7.1 Each regular employee will be granted vacation with pay on the following basis in accordance with the employee's years of service as of the employee's anniversary date of hire:

Years of Service	Vacation Days	Hours
0 – 4 years	12	96
5 – 9 years	17	136
10 years	20	160
11 years	21	168
12 years	22	176
13 years	23	184
14 years	24	192
15+ years	25	200

Service years will be calculated as of the beginning of the year, i.e. the beginning of Year 5 (completion of 4 years of service) or the beginning of Year 10 (completion of 9 years of service).

7.2 A vacation will not be taken until the completion of six (6) calendar months of service. An employee hired on or before the fifteenth (15th) day of any month will accrue vacation leave from the first (1st) day of that month. An employee hired on or after the sixteenth (16th) day of any month will accrue vacation from the first (1st) day of the next month following.

7.3 Vacations will be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department. Scheduling conflicts will be resolved on the basis of seniority for those vacation requests submitted by January 31st. Scheduling conflicts for vacation requests submitted after January 31st, will be resolved on a first come-first served basis.

7.4 An employee may carry over up to two-hundred (200) hours of earned vacation to the following year. Any excess of vacation hours over 200 will be deducted from the employee's vacation bank on December 31st.

7.5 Upon the effective date of the termination of an employee's employment, such employee will thereupon be entitled to a sum of money equal to their most recent regular compensation for any earned vacation leave time not yet used up to two-hundred (200) hours; provided, however, this provision will not be applicable to probationary employees.

7.6 Upon the employee's request, the Employer will, subject to reasonable fiscal ability, provide the employee with a vacation paycheck prior to the commencement of the employee's vacation. The vacation must be for a period in excess of five (5) workdays before the employee is permitted to make such a request.

ARTICLE 8 - LEAVES

8.1 Sick Leave - Employees regularly scheduled to work forty (40) hours or more per week will accumulate sick leave at the rate of eight (8) hours per month and may accumulate up to a maximum of one hundred twenty (120) days or nine hundred sixty (960) hours of sick leave. Employees regularly scheduled to work twenty (20) hours or more per week, but less than forty (40) hours, accumulate sick leave on a pro-rata basis to a pro-rated maximum. [For example, an employee regularly scheduled to work twenty (20) hours per week accumulates sick leave at the rate of four (4) hours per month to a maximum of four hundred and eighty (480) hours of sick leave.] Accumulated sick leave will be paid at the employee's regular straight-time hourly rate of pay from and including the employee's first working day of absence. Employees are entitled to use their accrued, unused paid sick leave beginning on the 90th calendar day after the start of their employment.

8.1.1 Sick Leave Benefit Usage - Regular employees may use sick leave in accordance with City Personnel Manual. To the extent the City desires to change any provisions in the Personnel Manual relating to sick leave, the City will provide notice to the union and an opportunity to bargain prior to implementing any change not mandated by state or federal laws.

8.1.2 Sick leave time which is used by an employee will be deducted from their accumulated sick leave time.

8.1.3 The Employer may require a doctor's certificate if the absence exceeds three (3) days or a shorter period if the Employer has good cause to believe the sick leave is being abused.

8.1.4 Sick Leave Buyback - Upon termination of employment, employees will be compensated for any accrued sick leave up to 960 hours at twenty-five percent (25%) of the accrued sick leave value. The value will be calculated at the employee's hourly rate of pay at the time of termination.

8.2 Worker's Compensation – Any employee involved in an accident while on duty or involving City equipment or vehicles or suffering an injury on-the-job, must report the accident or injury to their supervisor immediately. If the on-the-job injury requires time loss from work, an employee who is eligible for State Industrial Insurance will receive sick leave for the difference between their regular day's pay and the amount paid by State Industrial Insurance after the first three (3) days off the job. The full amount of sick leave will be paid for the first three (3) days off the job (or at the employee's election, accrued vacation leave). If an employee is reimbursed by State Industrial Insurance for the first three (3) days off the job, such amount will be returned to the Employer and the employee will be credited an amount of sick leave equal to the amount reimbursed to the Employer. In the event the eligibility for payment under Worker's Compensation is denied by the State, the employee may use sick leave or vacation leave to cover any time loss caused by an on-the-job injury. At no time during any absence caused by a compensable injury will the employee receive more than their regular full amount of pay through any combination of State and City payments.

8.3 Bereavement Leave - An employee who has a member of their immediate family taken by death will receive three (3) days off with pay for bereavement leave. Upon approval by the Mayor, additional time off with or without pay may be granted if the employee is the Executor of the estate or must travel a great distance or if other travel hardship is encountered. When an employee is granted the additional time off without pay, the employee may choose to take accrued compensatory time, sick leave, vacation leave, and/or a personal holiday, in lieu of leave without pay. Such additional compensated leave will not exceed five (5) days.

8.3.1 For purposes of Bereavement Leave, the "immediate family" will be defined as spouse, domestic partner, child, parent, step-child, sister, brother, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-brother, step-sister, grandmother, grandfather, and grandchildren.

8.3.2 Should an employee have a member of their immediate family taken by death, while on vacation, such employee will be eligible to have such time off for bereavement leave and the unused vacation returned to their vacation accrual.

8.3.3 Should an employee have multiple members of their immediate family taken by death at the same time, each member of the immediate family will be considered a separate death.

8.4 Jury Leave - An employee who is required to serve on a jury or is required to appear before a court, legislative committee or quasi-judicial body, except when the employee is a plaintiff or defendant, will advise the Employer upon receipt of such notice, and if taken from their work for such service will be reimbursed as provided herein for any loss of wages while actually performing such service; provided however, they will provide to the Employer their properly endorsed check and will permit the Employer to copy the check or voucher they received for such service. The amount the employee will be reimbursed will be determined by subtracting the amount they received for such jury service from the amount they would have earned at their regular straight-time hourly rate of pay during the regular working hours they missed while performing such service. In the event the employee was entitled to compensation for such service but did not take it, then the amount they would have been entitled to will be deducted from their compensation for the next pay period. The Employer will have the right, at the Employer's expense and after consulting with the employee, to request the court to excuse the employee from any or all jury duty if there are extraordinary circumstances that would make the absence of the employee an undue hardship on the Employer or other personnel. If an employee is released from jury service by noon on their regularly scheduled workday, they will report to work that day.

8.5 Leave of Absence - Leaves of absence will be at the discretion of the Employer. If approved by the Employer, an employee may take a leave of absence without pay or benefits. Such a leave will not constitute a break in service but no benefits or seniority will accrue during the leave of absence. The employee will use accrued sick leave and then vacation leave before going on unpaid leave and no vacation or sick leave or any other benefits will be accrued during the leave. An employee failing to return to work from a Leave of Absence may be terminated.

8.6 Temporary Disability Leave - Employees who are physically unable to perform the functions of their position for medical reasons and who have exhausted all accrued sick leave and vacation may be placed on temporary disability leave. The Employer may request written verification from a licensed medical doctor that the employee is physically disabled and verification of the extent of such disability and the projected date for return to work. Temporary disability leave will only be granted for the period of disability and will not exceed six (6) months. The Employer will continue to pay the health and welfare benefits during such leave but the leave will be without pay and no vacation leave, sick leave or any other benefits will accrue during the leave. An employee failing to return to work from a Temporary Disability Leave may be terminated; provided however, that the employee will have three (3) business days to return to work following the date the employee is released by a licensed medical doctor.

8.6.1 The Union will not cite the Employer granting any leave of absence as a practice, precedent or ability to accommodate in any administrative proceeding or civil litigation.

8.7 Family Medical Leave – Family Medical Leave will be administered in accordance with State and Federal laws and in conformance with the most current version of the City Personnel Manual as adopted by resolution of the City Council.

8.8 Paid Family and Medical Leave Program – Eligible employees are covered by Washington’s Family and Medical Program, RCW 50A. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of premiums associated with the medical leave benefits, as determined by RCW 50A. The City will pay the remaining medical leave premium amount.

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

9.1 Medical Insurance – For full-time employees, the Employer will pay each month ninety-five percent (95%) of the premium necessary for the purchase of employee and ninety percent (90%) of the premium necessary for the purchase of dependent(s) coverage, (unless the spouse is excluded under Section 9.1.2 below), under the Association of Washington Cities, HealthFirst Plan or an equivalent plan. Dependents will not include a child beyond age twenty-six (26). For Part-time employees, the Employer will pay each month ninety-five percent (95%) of the premium necessary for the purchase of employee coverage under the Association of Washington Cities, HealthFirst Plan or an equivalent medical plan. In addition, the Employer will make the same medical insurance available for dependent coverage to part-time employees at the employee's expense. The employee will pay, through payroll deduction, the remaining five percent (5%) of the medical premiums for the employee and ten percent (10%) of the medical premiums for the dependent(s).

9.1.1 For the purpose of the health and welfare benefits hereunder, a full-time employee is one who is regularly scheduled to work thirty-six (36) or more hours per week. A part-time employee is one who is regularly scheduled to work twenty (20) to thirty-five (35) hours per week.

9.1.2 In the event an employee's spouse has medical insurance available through his or her place of employment, the Employer will not pay any percentage or portion of the medical insurance premiums. The employee may elect to cover his or her employed spouse on the City's medical insurance by paying one hundred percent (100%) of the spouse's medical premium. Should the spouse lose their existing medical coverage through the loss of employment or other reasons outside the spouse's control then Sections 9.1 and 9.1.1 would be available for the employee. (Note: The employee may choose to enroll their spouse for medical coverage with one hundred percent (100%) of the premium being paid by the employee).

9.1.3 Medical Opt-Out - Employees will receive fiftypercent (50%) of the employee only medical premium amount each month, if they choose to decline medical coverage from the City. Medical opt-out requests will be allowed on a first come/first serve basis by approval of the City so as not to jeopardize the participation requirements of the City's insurance provider. Should an employee who has elected to opt out have a change in medical coverage status due to a qualifying event as defined by the City's insurer they will be able to re-enroll in the City's medical plans.

9.1.4 Flexible Spending Account – Effective January 1, 2023 and each year after, the Employer will establish a flexible spending account. Employees may opt into the plan and contribute through payroll deduction. The Employer will cover the full cost of plan administration.

9.1.5 Voluntary Employee's Beneficiary Association (VEBA) - The employer shall set up and maintain a VEBA account for all employees in the bargaining unit. The Employer shall contribute up to $200.00 per month into either the employee's deferred compensation account pursuant to Article 10.11 or VEBA account to match the employee's contribution. The employer's match contribution is limited to a total of $200.00 regardless of whether the employee participates in VEBA or Deferred Compensation under Article 10.11.

The bargaining unit will conduct a vote to determine whether to participate in the VEBA. If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining shall, as elected by the bargaining unit, make a mandatory employee contribution in an amount (or amounts) voted upon.

The Union shall inform the Employer of the vote and any changes to the employee contribution by December 1st of each year.

9.2 Dental Insurance - For full-time employees, the Employer will pay each month ninety-five percent (95%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities, Dental Service Plan B, including Orthodontia coverage for one dependent, under the Association of Washington Cities, Washington Dental Service Option Plan II. For part-time employees, the Employer will pay each month ninety-five percent (95%) of the premium necessary for the purchase of employee coverage under the Association of Washington Cities, Dental Service Plan B, under the Association of Washington Cities, Washington Dental Service Option Plan II.

9.3 Vision Insurance - The Employer will pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities, Vision Service Plan (VSP), Full Family - $10.00 deductible.

9.4 Long-Term Disability Insurance - The Employer will pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage under the Association of Washington Cities, Standard Insurance Long-Term Disability Plan which provides for sixty percent (60%) of the employee's annual salary, following a ninety (90) day waiting period.

9.5 Life Insurance – The Employer will pay each month one hundred percent (100%) of the premium necessary for the purchase of employee life insurance coverage at the fifty thousand dollars ($50,000.00) benefit level under the Association of Washington Cities Group Life Insurance Plan.

9.6 The Employer will provide an Employee Assistance Program (EAP) for all bargaining unit employees at no expense to the employees.

9.7 Western Conference of Teamsters Pension Trust - On October 17, 2018, The Union held an election to determine whether the Office Clerical and Technical employees wanted to participate in the Western Conference of Teamsters Pension Trust. The Union certifies herein that such an election occurred and that bargaining unit members by majority vote determined that they wished to participate. Effective January 1, 2019, all bargaining unit members as recognized in the Collective Bargaining Agreement will participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions will be made for all bargaining unit members as recognized in the Collective Bargaining Agreement, based on the previous month's compensable hours, starting with compensable hours earned in January, 2019, and paid in the February, 2019 pay warrants. Said contributions will be made by all bargaining unit members through a pre-tax payroll diversion from their monthly earnings for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement (PEER).

9.7.1 The total amount due to the Trust Fund for each monthly payroll period will be remitted to the Administrator for the Trust Fund in a lump sum by the City on or before the 20th of each month for all compensated hours during the preceding month. The Employer will abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.

9.7.2 The Employer will pay one dollar ($1.00) per hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for which each hour for which compensation was paid. The one dollar ($1.00) per hour contribution will be through a payroll diversion on a pre-tax basis.

9.7.3 For probationary employees and temporary employees hired or utilized for the first time on or after January 1, 2019, the Employer will pay by wage diversion an hourly contribution rate of ten cents ($.10) during the probationary period as defined in Article 3.1 or the initial period of utilization, but in no case for a period longer than 90 calendar days from an employee's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work. Contributions will be made on the same basis set for forth in Article 9.7.2 of this agreement. After the expiration of the probationary period as defined in Article 3.1 or an equivalent period if an individual is utilized as a temporary employee, but in no event longer than 90 calendar days from an employee's first date of hire (into the bargaining unit) or first day of utilization as a temporary employee, the contribution will be increased the full contractual rate stated in Article 9.7.2.

9.7.4 The pre-tax hourly diversions provided for in Section 9.7.2 may be increased by a majority vote of the affected classification. In the event this occurs the Employer and the Union will execute a Letter of Agreement modifying Section 9.7.2.

ARTICLE 10 - MISCELLANEOUS

10.1 Non-Discrimination - The Employer and/or the Union will not unlawfully discriminate against any employee or applicant for employment on any protected class recognized in RCW 49.60.

10.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and will be construed so as to apply equally to either gender.

10.2 Strikes and Lockouts - No employee will strike or refuse to perform his assigned duties to the best of his ability nor will the Union cause or condone any strikes, slow downs, or other interference with the normal operations of the Employer during the life of this Agreement. The Employer will not lock out any employee during the life of this Agreement.

10.3 Rainwear - The Employer will maintain appropriate rain gear for use by employees whose work duties require the employee to work in the field on a regular basis.

10.4 Compulsory Retirement - No employee will be compelled to retire solely on the basis of age prior to attaining seventy (70) years of age.

10.5 Footwear - The Employer will pay up to two hundred and fifty dollars ($250.00) for the purchase of appropriate footwear which meets WISHA Standards for employees required to wear safety footwear in the course of their duties at an Employer designated supplier, once every three (3) years or as necessary but not more frequently than every twelve (12) months. The Department Director must approve the footwear prior to the employee purchase of the footwear. The Building Inspector and Infrastructure Inspector are not eligible for footwear reimbursement pursuant to the Uniform allowance in section 10.10.1.

10.6 Training - The Employer will allow employees to attend activities necessary for maintaining required certification on work time. The Employer will pay all attendance costs, and when a City vehicle is not available, will reimburse mileage in accordance with the established rate.

10.7 Education - The Employer may reimburse employees for education expenses (tuition, fees and books) for courses that are job related or related to career development, upon the successful completion of such courses (the employee must attain a grade of "B" or the equivalent, or better). The employee must obtain written approval prior to enrolling in the course.

10.8 Paychecks - The salaries of employees will be paid twice monthly on the 5th and 20th of each month; provided however, if such day is a holiday, the preceding day will normally be the payday.

10.9 Health and Safety - The Employer and employee recognize their joint responsibility to maintain a safe and healthful work environment for all parties concerned.

10.10 Uniform and Safety Equipment - The Employer will provide the Building Inspector the following Personal Protective Equipment (PPE) and photo identification:

- One (1) reflective safety vest
- One (1) 5 in 1 safety Jacket (every two years or as needed)
- One (1) pair of safety glasses

The Employer will provide replacement or repair of PPE items as necessary due to normal wear and tear.

The Building Inspector will carry his/her badge identifying him/her as an employee of the City of North Bend when he/she is on site meeting with citizens or customers of the City of North Bend.

10.10.1 The Employer will pay the Building Inspector and Infrastructure Inspector eight hundred and eighty dollars ($880.00) or an amount equal to what is provided to the City of North Bend Public Works Collective Bargaining Agreement (whichever is greater) annually, for the purchase of clothing and footwear such as, the following:

- Work pants
- Long-sleeved work shirts (for winter)
- Tee-shirts (for summer)
- Hats
- Coveralls
- Winter weight jacket
- One Lightweight jacket
- Safety Boots which meet WISHA standards.

10.11 Deferred Compensation - Effective upon ratification the Employer will match an employee's contribution to the Employer provided Deferred Compensation Plan on a one (1) for one (1) basis (one (1) Employer dollar for every employee dollar), up to maximum Employer Contribution of two hundred dollars ($200.00). If during the term of this Agreement any other represented group at the City of North Bend negotiates an amount greater than two hundred dollars ($200.00), this contract will be increased to match such amount.

ARTICLE 11 - DISCHARGE AND SUSPENSION

11.1 The Employer will not discipline, suspend or discharge an employee without just cause. The Employer will recognize the principal of progressive discipline in the administration of employee discipline, except when the discipline is for violations including but not limited to violence, intoxication, insubordination, illegal activities, sexual or racial harassment or harassment of any protected class, or similar activities, violations of this nature will be cause for disciplinary action up to and including termination. The Employer will forward a copy of any disciplinary action to the Union at the same time of issuance to the employee.

11.2 The City must issue discipline, suspension or discharge within fourteen (14) calendar days of its knowledge of an incident-giving rise to discipline. If the City has not issued discipline within that time limit, the discipline will be null and void.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 The sole and exclusive method of adjusting all matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement will be by utilizing the following procedure:

12.1.1 STEP 1 - The Union will present the grievance in writing to the DepartmentDirector, within twenty-one (21) calendar days of its occurrence, or the date the employee should have reasonably known of its occurrence, or it will not be subject to the grievance procedure. The Department Directorwill provide a written response within twenty-one (21) calendar days of its receipt of the Step 1 grievance.

12.1.2 STEP 2 - If the grievance is not resolved at Step 1, the Union will have twenty-one (21) calendar days from the receipt of the Director's response to Step 1 to submit the grievance in writing to the City Administrator. A grievance not presented to the City Administrator in writing and within the time-line specified herein will not be subject to the grievance process. The parties may meet and try to resolve the issue. The City Administrator will provide a written response to the Union within twenty-one (21) calendar days of their receipt of the Step 1 grievance letter.

12.1.3 The Union will proceed immediately to Step 2 in presenting a grievance on a discharge, and the grievance must be submitted in writing to the City Administrator, pursuant to Step 2, within twenty-one (21) calendar days of its occurrence, or the date the employee should have reasonably known of its occurrence. If a discharge grievance is not presented to the City Administrator in writing and within the time line specified herein it will not be subject to the grievance process. The parties may meet and try to resolve the issue. The City Administrator will provide a written response to the Union within (21) calendar days of its receipt of the Step 2 letter.

12.1.4 STEP 3 - If the grievance is not resolved to the Union's satisfaction at Step 2, the Union may refer the matter to arbitration by submitting a written petition to the Public Employment Relations Commission within twenty-one (21) calendar days of receiving the City Administrator's Step 2 written response. The petition will request a list of nine (9) names of qualified arbitrators from which the parties will alternatively strike names until one (1) name remains. The right to strike first will be determined by a flip of the coin. The remaining name will serve as the impartial arbitrator who will conduct a hearing and issue a decision, which will be final and binding upon all parties to the dispute. The Arbitrator may only render a decision on issues addressed within this Agreement. Nothing in this section should be construed as to prohibit the parties from agreeing upon a neutral third party to serve as impartial arbitrator.

12.2 The failure to comply with the time limitations specified herein for taking complaints to the grievance procedure, as well as for processing the grievance through the steps of this procedure will constitute a bar to filing a grievance or a dismissal of the grievance and a forfeiture of the right to process the grievance further. The time limits may only be extended by the written agreement of the parties.

12.3 Each party will bear the expense of presenting its own case. The expenses of the arbitrator will be borne equally by the Employer and the Union.

12.4 If the Employer is the grieving party, the same procedure set forth above will apply except the roles of the Union and the Employer will be reversed.

ARTICLE 13 - MAINTENANCE OF STANDARDS

13.1 The Employer agrees, subject to the other specific language of this Agreement that any and all conditions of employment will be maintained at not less than the highest standards in effect at the time of signing this Agreement.

ARTICLE 14 - MANAGEMENT RIGHTS

14.1 Subject to the provisions of this Agreement, the following items are solely the responsibility of management:

A) Hiring, evaluating qualifications, evaluating skill and ability, maintaining order, the power and right to hire, lay off, recall, promote and demote, the power to discipline and discharge for just cause;

B) The assignment and scheduling of work; the determination and location of any part or all of the physical premises, the determination of the number of persons required to operate and/or maintain all or any portion of the physical premises; the determination to subcontract; the determination of equipment, methods, procedures, schedules and system's designs; the decision to operate, determine the level of operation or to shut down any portion or all of the physical premises; the right to relocate any or all of the physical premises;

14.2 Notwithstanding Section "B" above, the Employer may not subcontract bargaining unit work if it would result in the layoff of bargaining unit employees.

ARTICLE 15 - MATTERS COVERED AND COMPLETE AGREEMENT

15.1 It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and there are no other agreements written or verbal except as specifically referred to within.

ARTICLE 16 - SEVERABILITY AND SAVINGS

16.1 Should any portion of this Agreement not be put into effect because of subsequent legislation, Executive Orders, regulations dealing with Wage and Price Stabilization, or any other similar superior governmental mandates, then such portions or any part thereof including any retroactive requirement thereof will become effective at such time and in such amounts and for such periods retroactively and prospectively as will be permitted by law at any time during the life of this Agreement and any extensions thereof.

16.2 Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be retained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid will not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as hereinbefore set forth, the Employer and the Union will enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

ARTICLE 17 - DURATION

17.1 Duration of Agreement – This Agreement will be effective January 1, 2026 and will remain in full force and effect through December 31, 2028.

17.2 Notwithstanding the provisions of Section 16.1, this Agreement and all of its terms and provisions will continue to remain in full force and effect during the course of negotiations on a new Labor Agreement and the term of this Agreement will automatically be extended until such time as the terms of a new Agreement have been reached or an impasse has been reach and declared by the Employer and/or the Union, whichever is sooner; provided however, in no event will an impasse be declared earlier than one (1) year following the original expiration date of this Agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters	CITY OF NORTH BEND, WASHINGTON
By ______________________________ Chad Baker Secretary-Treasurer	By ______________________________ Mary Miller Mayor
Date ______________________________	Date ______________________________

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF NORTH BEND, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Office-Clerical and Technical Employees)

January 01, 2026 through December 31, 2028

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF NORTH BEND, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, 2026, the 2025 rates of pay for each classification covered by this Agreement will be increased by two and seven tenths percent (2.7%).

2026 Salary Schedule (2.7% Increase)						
CLASSIFICATIONS	STEP A 00-06m	STEP B 07-12m	STEP C 13-24m	STEP D 25-36m	STEP E 37-48m	STEP F 49m +
Accounting Assistant I	$5,361	$5,575	$5,799	$6,030	$6,272	$6,522
Administrative Assistant	$5,456	$5,674	$5,901	$6,136	$6,383	$6,637
Accounting Assistant II	$6,237	$6,487	$6,747	$7,017	$7,297	$7,589
Business License & Tax Coordinator	$6,237	$6,487	$6,747	$7,017	$7,297	$7,589
Utilities Coordinator	$6,237	$6,487	$6,747	$7,017	$7,297	$7,589
Public Works Office Coordinator	$6,355	$6,610	$6,874	$7,149	$7,436	$7,733
Permit Tech / Planning Assistant	$6,355	$6,610	$6,874	$7,149	$7,436	$7,733
Office Coordinator/Permit Tech	$6,355	$6,610	$6,874	$7,149	$7,436	$7,733
Payroll Officer	$6,697	$6,964	$7,243	$7,533	$7,834	$8,148
Utilities & Business License Coordinator	$6,697	$6,964	$7,243	$7,533	$7,834	$8,148
Special Events & Visitor Information Coordinator	$6,753	$7,023	$7,303	$7,596	$7,899	$8,216
Records Coordinator	$6,863	$7,138	$7,424	$7,721	$8,029	$8,350
Deputy City Clerk	$7,046	$7,328	$7,622	$7,927	$8,243	$8,573
Staff Accountant	$7,046	$7,328	$7,622	$7,927	$8,243	$8,573
Mapping CADD Tech	$7,161	$7,446	$7,745	$8,054	$8,377	$8,712
Long Range Planner	$7,339	$7,633	$7,939	$8,255	$8,586	$8,930
Associate Planner	$7,339	$7,633	$7,939	$8,255	$8,586	$8,930
Public Works Infrastructure Inspector	$7,418	$7,714	$8,023	$8,343	$8,678	$9,025
Building Inspector	$7,418	$7,714	$8,023	$8,343	$8,678	$9,025
GIS Analyst	$7,312	$7,687	$8,062	$8,437	$8,812	$9,187

2026 Salary Schedule (2.7% Increase)						
CLASSIFICATIONS	STEP A 00-06m	STEP B 07-12m	STEP C 13-24m	STEP D 25-36m	STEP E 37-48m	STEP F 49m +
PW Ofc Coord/Contract Specialist	$8,090	$8,328	$8,566	$8,804	$9,042	$9,280
Senior Public Works Infrastructure Inspector	$8,070	$8,503	$8,936	$9,369	$9,802	$10,236
Senior Building Inspector	$8,070	$8,503	$8,936	$9,369	$9,802	$10,236
Senior Long Range Planner	$8,673	$9,019	$9,381	$9,755	$10,146	$10,551
Senior Planner	$8,673	$9,019	$9,381	$9,755	$10,146	$10,551
GIS Sr. Analyst	$7,854	$8,432	$9,006	$9,580	$10,156	$10,732

A.1.2 Retroactive pay, where applicable, will be paid on the first regular pay day following execution of this Agreement, if possible and in any case not later than the second regular pay day for all hours compensated.

A.2 Effective January 1, 2027, the 2026 rates of pay for each classification covered by this Agreement will be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer price Index (CPI-U) annual change from June 2025 to June 2026 with a floor of two percent (2%) and a ceiling of six percent (6%).

The parties agree that use of the CPI-U for determining wage adjustments shall apply only to wages effective January 1, 2027, and shall not establish a past practice or precedent for future negotiations. For wage adjustments effective January 1, 2028, and thereafter unless otherwise agreed, the parties shall return to using the CPI-W.

A.3 Effective January 1, 2028, the 2027 rates of pay for each classification covered by this Agreement will be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index (CPI - W) annual change from June 2026 to June 2027 with a floor of two percent (2%) and a ceiling of six percent (6%).

A.4 Step Increases – STEPS A to B, B to C, C to D, and E to F are STEP increases which become effective upon completion of the specified months of employment identified in Section A.1, A.2, and A.3.

A.5 Promotion – In the event that an employee moves from one classification to a higher paying classification, as measured by the comparative pay scales on STEP A, the employee will be placed into the lowest pay STEP of the higher classification which provides for a salary increase of at least four point five percent (4.5%). An employee moving from one classification to a lower paying classification will be placed into the highest STEP of the lower classification which does not provide a salary increase.

A.6 Longevity Bonus – Employees shall receive the longevity bonus below in accordance with their years of service. Service years will be calculated as of the beginning of year, i.e. beginning of year six is completion of five years of service or the beginning of year nine is the completion of eight years of service.

Years of Service	Percentage of Base Monthly Wage
5 Years or more	1%
9 Years or more	2%
12 Years or more	3%
15 Years or more	4%
20 Years or more	5%

A.7 The elimination of old classifications and creation of new classifications in Appendix “A” is intended to be a housekeeping modification and is not intended to be any change in or alter the scope of bargaining unit work.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

By ____________________________

Chad Baker
Secretary-Treasurer

Date ____________________________

CITY OF NORTH BEND, WASHINGTON

By ____________________________

Mary Miller
Mayor

Date ____________________________