



CITY COUNCIL MEETING

April 7, 2015 – Agenda

Mt. Si Senior Center, 411 Main Ave. S., North Bend, Washington

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

CONSENT AGENDA:

		Pg.#
1) Minutes	Council Meeting of March 17, 2015	1
2) Payroll	March 20, 2015 – 27231 through 27237, in the amount of \$155,013.50	
3) Checks	April 7, 2015 – 60899 through 60981, in the amount of \$727,851.94	
4) AB15-029	Ordinance – Amending 2015-2016 Budget Ordinance 1545	Ms. Masko 05
5) AB15-030	Motion – Authorizing 2 nd Amendment to Police Services Contract	Ms. Lindell 15
6) AB15-031	Motion – Authorizing On-Call Contract with GLA Architecture	Ms. Estep 23
7) AB15-032	Resolution – Accepting NE 12 th Street Emergency Repair Project	Mr. DeBerg 37
8) AB15-033	Motion – Authorizing Contract with CAPS RE Pavement Management	Mr. DeBerg 53

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

9) Presentation Citizen Recognition Chief McCulley/Mayor Hearing

INTRODUCTIONS:

10) AB15-034 Motion – Authorizing Contract with Downtown Foundation Ms. Estep 71

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:

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NORTH BEND CITY COUNCIL MINUTES

March 17, 2015

Senior Center, 411 Main Ave. S., North Bend, Washington

CALL TO ORDER, ROLL CALL:

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

Councilmembers Present: Cook, Gothelf, Kolodejchuk, Loudenback, Pettersen and Rosen. Councilmember Williamson was excused.

CONSENT AGENDA:

Minutes – Council Meeting of March 3, 2015

Payroll – March 5, 2015 – 27224 through 27230, in the amount of **\$122,237.32**

Checks – March 17, 2015 – 60838 through 60898, in the amount of **\$312,765.58**

AB15-023 – Motion Authorizing Underwriting Engagement Letters

AB15-024 – Motion Authorizing Contract with Vision Software for B&O Module

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

CITIZEN'S COMMENTS:

Dave Olson, 440 Main Ave. S, encouraged all to attend the Kiwanis fireworks kickoff event at the Mt Si Brewery in May. He reported the Key Club was holding a fundraiser on April 17th at Mt Si High School Freshman Campus.

Don Buzzell, 14133 475th Avenue SE, expressed his displeasure with the Snoqualmie Police Department and Snoqualmie Valley School District over their handling of an incident that happened two years ago involving his son. He detailed the event that took place and the negative impact it continues to have on his family. He requested the officer and school official involved in the incident be suspended, the accusers be charged, and an external investigation of those involved be conducted.

COMMISSION AND COMMITTEE REPORTS:

Planning Commission

A report of the March 12th meeting was provided.

Parks Commission

A report of the March 11th meeting was provided.

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Economic Development Commission

A report of the February 26th meeting was provided.

Community & Economic Development Committee – Councilmember Kolodejchuk, Chair

A report of the March 11th meeting was provided.

Finance & Administration Committee – Councilmember Cook, Chair

A report of the March 3rd meeting was provided.

Public Health & Safety Committee – Councilmember Gothelf, Chair

No report – The March 10th meeting was cancelled.

Transportation & Public Works Committee – Councilmember Loudenback, Chair

No report – The next meeting is scheduled for March 18, 2015.

Council Workstudy – Mayor Pro Tem Williamson

No report – The February 24th Workstudy was cancelled.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf

A report of the last meeting was provided.

INTRODUCTIONS:

AB15-025 – Ordinance 1549 Approving Salish Avenue SE Annexation

Audio: 23:27

Senior Planner Burrell provided the staff report.

Richard Cahoon, 1172 Salish Avenue SE, expressed concern about the extension of Salish Avenue SE and whether it could accommodate increased traffic from a new development. Senior Planner Burrell noted that only three of the eight parcels that were to be annexed were planning on proceeding with preliminary plat and a future connection to Maloney Grove Avenue SE and other local roads would be considered pending future annexations in the area. Councilmember Rosen commented that a traffic study was performed that addressed many of the concerns Mr. Cahoon had expressed and the outcome of the study was that the annexation would have minimal impact to the area.

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Pettersen to approve AB15-025, an ordinance annexing the property identified as the Salish Avenue SE Extension Annexation, and amending the Comprehensive Plan Map and Official Zoning Map, as a first and final reading. The motion **PASSED** 6-0.

AB15-026 – Resolution 1676 Authorizing Proposed 2015 Comp Plan Amendments RE Housing Element

Audio: 28:32

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Community & Economic Development Director Estep introduced Associate Planner Lynn Fredenburg.

Senior Planner Jamie Burrell and Associate Planner Fredenburg provided the staff report.

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Loudenback to approve AB15-026, a resolution authorizing adoption of proposed amendments to the 2015 Comprehensive Plan pertaining to the Housing Element. The motion **PASSED** 6-0.

AB15-027 – Resolution 1677 Authorizing Proposed 2015 Comp Plan Amendments RE Utilities Element **Audio: 34:49**

Associate Planner Fredenburg provided the staff report.

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Pettersen to approve AB15-027, a resolution authorizing adoption of proposed amendments to the 2015 Comprehensive Plan pertaining to the Utilities Element. The motion **PASSED** 6-0.

AB15-028 – Resolution 1678 Authorizing Proposed 2015 Comp Plan Amendments RE Critical Areas Element **Audio: 36:45**

Senior Planner Burrell provided the staff report.

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Loudenback to approve AB15-028, a resolution authorizing adoption of proposed amendments to the 2015 Comprehensive Plan pertaining to the Critical Areas Element. The motion **PASSED** 6-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Kolodejchuk asked staff if asphalt could be dumped in critical aquifer recharge areas. Community & Economic Development Director Estep stated recycled or reclaimed asphalt or concrete could be used as fill material in certain applications but the use was subject to review. She added that it was typically was not used in critical aquifer recharge areas.

Councilmember Loudenback thanked the Boxley Music Fund for organizing the recent Jazz Walk event and noted he was looking forward to the Blues Walk in September.

Councilmember Rosen and Gothelf echoed Councilmember Loudenback's comments regarding the Jazz Walk.

City Administrator Lindell reminded Councilmembers that further discussion on a proposed civic center would take place at the March 24th Council Workstudy. Additionally, she requested Council review their schedules to determine if they would be

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available on April 28th before the Council Workstudy to visit local civic centers that had recently been constructed.

Mayor Hearing spoke regarding the following items:

- March 14th Jazz Walk Event
- King County Thread Cycle Campaign
- Recent Police Apprehension of Burglary Suspects

Councilmember Gothelf **MOVED**, seconded by Councilmember Loudenback to add an Executive Session at the end of the meeting. The motion **PASSED** 6-0.

EXECUTIVE SESSION:

Mayor Hearing recessed the regular meeting for an Executive Session at 7:49 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i). The Executive Session was expected to last 10 minutes and videotaping of the meeting ceased.

The regular meeting was reconvened at 8:00 p.m.

ADJOURNMENT:

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

The meeting adjourned at 8:01 p.m.

ATTEST:

Kenneth G. Hearing, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: April 7, 2015		AB15-029		
An Ordinance Amending the 2015-2016 Budget Ordinance 1545 to Reflect Changes in Revenues and Expenditures		Department/Committee/Individual				
		Mayor Ken Hearing				
		City Administrator – Londi Lindell				
		City Attorney - Mike Kenyon				
		City Clerk – Susie Oppedal				
		Community & Economic Development – Gina Estep				
		Finance – Dawn Masko				X
		Public Works – Mark Rigos				
Cost Impact: N/A						
Fund Source: Multiple						
Timeline: Immediate						
Attachments: Ordinance, Exhibit A, Exhibit B						
<p>SUMMARY STATEMENT:</p> <p>It is a prudent financial practice to periodically adjust an adopted budget to reflect major revenue or expenditure items that occur during the year and were unanticipated during the budget process. It is not uncommon that Council may approve unanticipated expenditures during the course of the year. Budget amendments are needed to address these issues and ensure that we adjust revenues or appropriations as necessary to keep us within authorized budget limits per Washington State law. Additionally, budget amendments better reflect each fund’s anticipated ending fund balances. The State Auditor expects such adjustments to occur.</p> <p>This budget amendment consists of miscellaneous and housekeeping adjustments. Miscellaneous adjustments typically account for unanticipated expenditure items and revenue adjustments, recognizing revenues and expenditures due to grants, insurance recoveries and settlements, and donations. Housekeeping adjustments account for corrections and adjustments due to necessary accounting rules and the adjustment of beginning fund balances to equal the prior year actual ending fund balances.</p> <p>Detail regarding specific budget line item changes being recommended for adjustment is contained in Exhibit B to the Ordinance. Highlights include:</p> <ul style="list-style-type: none"> • Adjust beginning fund balances to reflect the actual 2014 ending fund balances. • Increase appropriation in the General Fund (001) for addition of 8th police officer and associated start-up costs and police vehicle. These changes are incorporated in the second amendment to the contract with Snoqualmie Police Department. • Recognize anticipated proceeds in the General Fund (001) from the Public Safety Sales Tax which becomes effective April 1, 2015. • Increase appropriation in the General Fund (001) for legal services associated with ongoing litigation and appeals process. • Increase appropriation in the General Fund (001) for City’s contribution towards Swing Rock Ethnographic Study approved at the February 17, 2015 Council meeting. • Increase appropriation in the General Fund (001) for engineering computer and software. • Increase appropriation in the General Fund (001) for Business Licenses and Excise Tax financial software modules as approved at the March 17, 2015 Council meeting. • Increase appropriation in the General Fund (001) for Public Works seasonal workers. • Adjust appropriations to reflect actual 2015 salaries and personnel benefits. 						

City Council Agenda Bill

- Adjust appropriations in the Municipal Projects Fund (310) to reflect carryforward balances from 2014, to recognize anticipated 2015 expenditures, and to appropriate transfers from other funds to support municipal projects.

COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this ordinance at their April 7th meeting.

RECOMMENDED ACTION: **MOTION to approve AB15-029, an ordinance amending the 2015 Budget, as a first and final reading.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 7, 2015		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AMENDING THE CITY'S 2015-2016 BUDGET AND SALARY SCHEDULE ORDINANCE NO. 1545; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council adopted the City's 2015-2016 Budget pursuant to Ordinance No. 1545 on December 2, 2014; and

WHEREAS, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 1545; and

WHEREAS, certain revisions to the 2015 budget are now necessary;

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

Section 1. The 2015 Budget, as adopted in Ordinance No. 1545 is hereby amended as set forth in Exhibit "A".

Section 2. The explanations of the amendments are listed in Exhibit "B".

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

Section 4. Effective Date. This ordinance shall be published in the official newspaper of

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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 7TH DAY OF APRIL, 2015.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

Published:
Effective:

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk

CITY OF NORTH BEND
2015 Budget Appropriation Adjustment
"Exhibit A"

FUND	REVENUES AND OTHER SOURCES			EXPENDITURES AND OTHER USES			ENDING BALANCE
	Current Budget	Adjustment	Revised Budget	Current Budget	Adjustment	Revised Budget	
Operating							
General							
001 General	\$ 6,792,474	\$ 274,331	\$ 7,066,805	\$ 5,871,091	\$ 274,788	\$ 6,145,879	\$ 920,926
Subtotal General Fund	6,792,474	274,331	7,066,805	5,871,091	274,788	6,145,879	920,926
Special Revenue							
101 Street	692,073	(580)	691,493	692,073	(580)	691,493	-
102 Capital Streets	293,642	37,056	330,698	159,829	130,754	290,583	40,115
103 Streets Overlay	128,392	33,216	161,608	40,000	-	40,000	121,608
106 Mitigation & Impact Fees	1,039,062	159,189	1,198,251	151,302	-	151,302	1,046,949
107 Hotel/Motel Tax	10,661	2,759	13,420	9,000	-	9,000	4,420
108 Economic Development	112,738	-	112,738	112,738	-	112,738	-
116 Park Capital Improvement	116,098	11,370	127,468	50,645	14,437	65,082	62,386
125 Developer Projects (CED)	400,416	78,083	478,499	351,530	-	351,530	126,969
Subtotal Special Revenue Funds	2,793,082	321,093	3,114,175	1,567,117	144,611	1,711,728	1,402,447
Debt Service							
215 2010 LTGO Debt - Tollgate	194,576	-	194,576	194,576	-	194,576	-
216 2011 Fire Station Bond Redemption	357,220	5,007	362,227	183,700	-	183,700	178,527
217 2012 LTGO T8D Bond Redemption	148,400	11,996	160,396	148,400	-	148,400	11,996
240 PWTF Loan Debt Service	-	-	-	-	-	-	-
Subtotal Debt Service Funds	700,196	17,003	717,199	526,676	-	526,676	190,523
Total Operating Funds	10,285,752	612,427	10,898,179	7,964,884	419,399	8,384,283	2,513,896
Capital Improvement							
310 Municipal Projects	1,585,377	114,734	1,700,111	969,742	19,195	988,937	711,174
320 Capital Improvement (REET)	836,804	29,127	865,931	366,821	19,045	385,866	480,065
Subtotal Capital Improv. Fund	2,422,181	143,861	2,566,042	1,336,563	38,240	1,374,803	1,191,239
Enterprise							
401 Water Operations & Capital	3,637,787	608,418	4,246,205	1,529,338	542	1,529,880	2,716,325
402 Sewer Operations & Capital	3,384,073	74,134	3,458,207	1,871,151	824	1,871,975	1,586,232
404 Storm Operations & Capital	1,432,471	(29,535)	1,402,936	678,048	42,016	720,064	682,872
404 Flood Operations	720,018	14,175	734,193	124,439	(163)	124,276	609,917
405 Solid Waste & Recycling Operations	218,173	(5,738)	212,435	36,986	16	37,002	175,433
450 ULID #6 Construction	-	-	-	-	-	-	-
451 ULID #6 Revenue Bond Redemption	4,399,259	(718,390)	3,680,869	1,498,913	-	1,498,913	2,181,956
452 ULID #6 Revenue Bond Reserve	1,348,030	435,661	1,783,691	-	-	-	1,783,691
Subtotal Enterprise Funds	15,139,811	378,725	15,518,536	5,738,875	43,235	5,782,110	9,736,426
Internal Service							
501 Equipment Operations	340,934	-	340,934	340,934	-	340,934	-
501 Technology Operations	151,205	-	151,205	151,205	-	151,205	-
502 Equipment Reserve	372,428	-	372,428	-	-	-	372,428
502 Technology Reserve	69,968	2	69,970	5,950	-	5,950	64,020
Subtotal Internal Service Fund	934,535	2	934,537	498,089	-	498,089	436,448
Total Budget	\$ 28,782,279	\$ 1,135,015	\$ 29,917,294	\$ 15,538,411	\$ 500,874	\$ 16,039,285	\$ 13,878,009

**CITY OF NORTH BEND
2015 Budget Appropriation Adjustment
Exhibit "B"**

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
General Fund (001)			General Fund (001)		
Beginning Fund Balance - Unreserved	001-000-000-308-80-00-00	\$ 83,541	Employee Recognition Program - account code change	001-000-013-513-10-31-02	\$ (5,000)
Public Safety Sales Tax	001-000-000-313-15-00-00	105,000	Administration - Salaries/Wages	001-000-013-513-10-10-00	4,637
Depot Rental - Short Term	001-000-000-362-40-00-01	(500)	Administration - Personnel Benefits	001-000-013-513-10-20-00	863
Insurance Proceeds	001-000-000-395-20-00-00	86,290	Finance - Personnel Benefits	001-000-014-514-20-20-00	168
			2012/2013 State Audit Fees - carryforward	001-000-014-514-20-51-00	912
			Vision Software - Business Tax Module	001-000-014-594-14-64-01	7,050
			Legal Services - Special Council/Litigation	001-000-015-515-30-41-02	10,000
			Central Services - Personnel Benefits	001-000-018-518-30-20-00	(5)
			8th Police Officer - Snoqualmie PD - prorated	001-000-021-521-20-51-03	96,962
			8th Police Officer - Startup costs & vehicle - Snoq PD	001-000-021-521-20-51-03	85,574
			8th Police Officer - additional O&M costs	001-000-021-521-20-51-03	13,650
			Building - Salaries/Wages	001-000-024-524-20-10-00	(386)
			Building - Personnel Benefits	001-000-024-524-20-20-00	22
			Building - Personnel Benefits	001-000-024-524-20-20-01	36
			Engineering - Personnel Benefits	001-000-032-542-10-20-00	32
			Engineering software	001-000-032-542-10-31-00	500
			Computer Equipment	001-000-032-594-48-64-00	2,800
			Ethnographic Swing Rock Study	001-000-032-594-48-64-00	2,000
			Planning - Salaries/Wages	001-000-056-576-90-41-03	2,000
			Planning - Personnel Benefits	001-000-058-558-60-10-00	(756)
			Planning - Personnel Benefits	001-000-058-558-60-20-00	(1,174)
			Planning - Personnel Benefits	001-000-058-558-60-20-02	38
			Parks - Seasonal Workers - Wages	001-000-076-576-80-10-00	31,087
			Parks - Seasonal Workers - Personnel Benefits	001-000-076-576-80-20-00	5,404
			Transfer to Civic Center Project (310-300)	001-000-097-597-00-00-05	14,484
			Transfer to Street Fund (101)	001-000-097-597-42-00-00	(580)
			City Wellness Program supplies	001-000-099-517-90-31-00	1,000
			Employee Recognition Program - 2014 carryforward	001-000-099-518-10-31-00	470
			Employee Recognition Program - account code change	001-000-099-518-10-31-00	5,000
			Total General Fund Adjustment		\$ 274,331
Total General Fund Adjustment		\$ 274,331			
Street Fund (101)			Street Fund (101)		
Transfer from General Fund	101-000-000-397-42-00-00	\$ (580)	Streets - Salaries/Wages	101-000-000-542-90-10-00	\$ (310)
			Streets - Personnel Benefits	101-000-000-542-90-20-00	(269)
			Total Street Fund Adjustment		\$ (580)
Total Street Fund Adjustment		\$ (580)			
Capital Streets Fund (102)			Capital Streets Fund (102)		
Beginning Fund Balance	102-000-000-308-80-00-00	\$ 37,056	Transfer to NB Way Sidewalks (310-044) - carryforward	102-000-000-597-95-63-14	\$ 32,433
			Transfer to NE 12th St Reconstruction (310-100-009)	102-000-000-597-95-63-15	65,822
			Transfer to NE 12th St Emergency Repairs (310-100-009)	102-000-000-597-95-63-16	32,500
			Total Streets Capital Fund Adjustment		\$ 130,755
Total Streets Capital Fund Adjustment		\$ 37,056			
Streets Overlay Fund (103)			Streets Overlay Fund (103)		
Beginning Fund Balance	103-000-000-308-80-00-00	\$ 33,216			
Total Streets Overlay Fund Adjustment		\$ 33,216	Total Streets Overlay Fund Adjustment		\$

**CITY OF NORTH BEND
2015 Budget Appropriation Adjustment
Exhibit "B"**

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
Impact Fees & Mitigation Fund (106)			Impact Fees & Mitigation Fund (106)		
Beginning Fund Balance - Transportation Impact Fees	106-100-000-308-80-00-00	\$ 20,158			
Beginning Fund Balance - Park Impact Fees	106-200-000-308-80-00-00	(12,015)			
Beginning Fund Balance - Fire Impact Fees	106-300-000-308-80-00-00	151,011			
Beginning Fund Balance - Mitigation Payments	106-400-000-308-80-00-00	29			
Beginning Fund Balance - Tree Replacement Mitigation	106-500-000-308-80-00-00	6			
Total Impact Fees & Mitigation Fund Adjustment		\$ 159,189	Total Impact Fees & Mitigation Fund Adjustment		\$ -
Hotel/Motel Tax Fund (107)			Hotel/Motel Tax Fund (107)		
Beginning Fund Balance	107-000-000-308-80-00-00	\$ 2,759			
Total Hotel/Motel Tax Fund Adjustment		\$ 2,759	Total Hotel/Motel Tax Fund Adjustment		\$ -
Park Capital Improvement Fund (116)			Park Capital Improvement Fund (116)		
Beginning Fund Balance - Unreserved	116-000-000-308-80-00-00	\$ 9,845	Transfer to CIP Fund - Tanner Trail Phase II	116-100-000-597-76-00-02	\$ 14,437
Beginning Fund Balance - Parks Levy	116-100-000-308-80-00-00	1,525			
Total Park Capital Improvement Fund Adjustment		\$ 11,370	Total Park Capital Improvement Fund Adjustment		\$ 14,437
Development Projects Fund (125)			Development Projects Fund (125)		
Beginning Fund Balance	125-000-000-308-80-00-00	\$ 78,083			
Total Developer Projects Fund Adjustment		\$ 78,083	Total Developer Projects Fund Adjustment		\$ -
2011 Fire Station Bond Redemption Fund (216)			2011 Fire Station Bond Redemption Fund (216)		
Beginning Fund Balance	216-000-000-308-80-00-00	\$ 5,007			
Total 2011 Fire Station Bond Redemption Fund Adjustment		\$ 5,007	Total 2011 Fire Station Bond Redemption Fund Adjustment		\$ -
2012 LTGO TBD Bond Redemption Fund (217)			2012 LTGO TBD Bond Redemption Fund (217)		
Beginning Fund Balance	217-000-000-308-80-00-00	\$ 11,996			
Total 2012 LTGO TBD Bond Redemption Fund Adjustment		\$ 11,996	Total 2012 LTGO TBD Bond Redemption Fund Adjustment		\$ -
Municipal Projects Fund (310)			Municipal Projects Fund (310)		
Beginning Fund Balance - Tanner Trail Phase II	310-000-040-308-80-00-00	\$ 5,011	Tanner Trail Phase II - carryforward	310-000-040-594-76-63-00	\$ 5,000
Beginning Fund Balance - NB Way Sidewalks	310-000-044-308-80-00-00	(80,617)	NB Way Sidewalks -Downing to Orchard - carryforward	310-000-044-595-61-63-01	16,000
Transfer BFB from Capital Projects Fund (310-901)	310-000-044-308-80-00-00	44,776	NB Way/Park Roundabout Design - carryforward	310-100-003-595-64-63-00	19,000
Beginning Fund Balance - Downtown Plaza	310-100-004-308-80-00-00	(18,057)	NE 12th Street Reconstruction Design	310-100-009-595-64-63-00	(66,000)
Beginning Fund Balance - NB/Cedar Falls Roundabout	310-100-005-308-80-00-00	17	NE 12th Street Emergency Repairs	310-100-009-595-64-63-01	32,900
Beginning Fund Balance - Cedar Falls Park Sidewalk	310-100-007-308-80-00-00	131	William H Taylor Park Entry - carryforward	310-200-002-594-76-61-00	5,000
Beginning Fund Balance - Bendigo @ Park Right Turn	310-100-008-308-80-00-00	176	Civic Center Project - Preliminary Design	310-300-000-594-18-62-00	7,250
Beginning Fund Balance - NE 12th St Reconstruction	310-100-009-308-80-00-00	(35,822)			
Beginning Fund Balance - Torguson Park Trails & Plaza	310-200-001-308-80-00-00	(18)			
Beginning Fund Balance - William H Taylor Park Entry	310-200-002-308-80-00-00	5,006			
Beginning Fund Balance - Torguson Park Bathrooms	310-200-003-308-80-00-00	292			
Beginning Fund Balance - El Roberts Park Bridge Replace	310-200-004-308-80-00-00	4,866			
Beginning Fund Balance - Civic Center	310-300-000-308-80-00-00	7,258			
Beginning Fund Balance - Downtown Development	310-400-000-308-80-00-00	(4,232)			
Beginning Fund Balance - 2012 LTGO TIP/TBD	310-901-000-308-80-00-00	104			
Transfer BFB to NB Way Sidewalks (310-044)	310-901-000-308-80-00-00	(44,776)			

**CITY OF NORTH BEND
2015 Budget Appropriation Adjustment
Exhibit "B"**

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
Transfer from Park Imp Fund (116)	310-000-040-397-00-00-00	14,437			
TIB Grant - NB Way Sidewalks	310-000-044-334-03-80-00	19,399			
Transfer from Capital Streets Fund (102)	310-000-044-397-95-63-00	32,432			
Transfer from Cap Improvement (REET) Fund (320)	310-100-003-397-00-00-01	19,045			
Transfer from Capital Streets Fund (102)	310-100-009-397-95-63-00	65,822			
Transfer from Capital Streets Fund (102)	310-100-009-397-95-63-01	32,500			
Transfer from Stormwater Capital Fund (404-500)	310-100-009-397-31-63-01	32,500			
Transfer from General Fund	310-300-000-397-00-00-00	14,484			
Total Municipal Projects Fund Adjustment		\$ 114,734	Total Municipal Projects Fund Adjustment		\$ 19,195
Capital Improvements (REET) Fund (320)			Capital Improvements (REET) Fund (320)		
Beginning Fund Balance	320-000-000-308-80-00-00	\$ 29,127	Transfer to NB Way/Park Roundabout (310-100-003)	320-000-000-591-76-72-01	\$ 19,045
Total Capital Improvements (REET) Fund Adjustment		\$ 29,127	Total Capital Improvements (REET) Fund Adjustment		\$ 19,045
Water Operations & Capital Fund (401)			Water Operations & Capital Fund (401)		
Beginning Fund Balance - Unreserved	401-000-000-308-80-00-00	\$ 618,950	2012/2013 State Audit Fees - carryforward	401-000-000-534-10-51-00	\$ 542
Beginning Fund Balance - Capital - Unreserved	401-500-000-308-80-00-00	(10,532)	Total Water Operations & Capital Fund Adjustment		\$ 542
Total Water Operations & Capital Fund Adjustment		\$ 608,418			
Sewer Operations & Capital Fund (402)			Sewer Operations & Capital Fund (402)		
Beginning Fund Balance - Operations - Unreserved	402-000-000-308-80-00-00	\$ 271,062	2012/2013 State Audit Fees - carryforward	402-000-000-535-10-51-00	\$ 824
Beginning Fund Balance - Capital - Unreserved	402-500-000-308-80-00-00	(196,928)	Total Sewer Operations & Capital Fund Adjustment		\$ 824
Total Sewer Operations & Capital Fund Adjustment		\$ 74,134			
Storm Operations & Capital Fund (404)			Storm Operations & Capital Fund (404)		
Beginning Fund Balance - Operations - Unreserved	404-000-000-308-80-00-00	\$ (23,751)	Storm Operations - Salaries/Wages	404-000-000-531-31-10-00	\$ (45)
Beginning Fund Balance - Capital - Unreserved	404-500-000-308-80-00-00	(5,784)	Storm Operations - Personnel Benefits	404-000-000-531-31-20-00	(27)
			NE 12th St Reconstruction Design	404-500-000-594-31-63-00	9,600
			NE 12th St Emergency Repairs	404-500-000-594-31-63-01	32,500
Total Storm Operations & Capital Fund Adjustment		\$ (29,535)	Total Storm Operations & Capital Fund Adjustment		\$ 42,018
Flood Operations Fund (404-100)			Flood Operations Fund (404-100)		
Beginning Fund Balance - Operations - Unreserved	404-100-000-308-80-00-00	\$ 14,175	Flood - Salaries/Wages	404-100-000-531-91-10-00	\$ (125)
			Flood - Personnel Benefits	404-100-000-531-91-20-00	(75)
Total Flood Operations Fund Adjustment		\$ 14,175	Total Flood Operations Fund Adjustment		\$ (150)
Solid Waste & Recycling Operations Fund (405)			Solid Waste & Recycling Operations Fund (405)		
Beginning Fund Balance - Unreserved	405-000-000-308-80-00-00	\$ (5,738)	Solid Waste - Personnel Benefits	405-000-000-537-10-20-00	\$ 100
Total Solid Waste & Recycling Operations Fund Adjustment		\$ (5,738)	Total Solid Waste & Recycling Operations Fund Adjustment		\$ 100

**CITY OF NORTH BEND
2015 Budget Appropriation Adjustment
Exhibit "B"**

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
ULID #6 Bond Redemption Fund (451)			ULID #6 Bond Redemption Fund (451)		
Beginning Fund Balance - Unreserved		\$ (718,390)	Total ULID #6 Bond Redemption Fund Adjustment		\$ -
Total ULID #6 Bond Redemption Fund Adjustment	451-000-000-308-80-00-00	\$ (718,390)			
ULID #6 Bond Reserve Fund (452)			ULID #6 Bond Reserve Fund (452)		
Beginning Fund Balance - Reserved		\$ 435,661	Total ULID #6 Bond Reserve Fund Adjustment		\$ -
Total ULID #6 Bond Reserve Fund Adjustment	452-000-000-308-10-00-00	\$ 435,661			
Technology Reserve Fund (502)			Technology Reserve Fund (502)		
Beginning Fund Balance - Sewer		\$ 1	Total Technology Reserve Fund Adjustment		\$ -
Beginning Fund Balance - Storm	502-100-035-308-80-00-00	1			
Total Technology Reserve Fund Adjustment	502-100-038-308-80-00-00	2			
GRAND TOTAL - REVENUE ADJUSTMENTS		\$ 1,135,015	GRAND TOTAL - EXPENDITURE ADJUSTMENTS		\$ 500,874



City Council Agenda Bill

SUBJECT:		Agenda Date: April 7, 2015		AB15-030		
<p>A Motion Authorizing a Second Amendment to the Police Services ILA with Snoqualmie to Increase Staffing from 7 Police Officers to 8 Police Officers & Authorizing the Purchase of a Police Vehicle</p> <p>Cost Impact: See Varying Annual Cost Impacts on Attachment and Second Amendment; \$72,940 one-time cost for a new police vehicle</p> <p>Fund Source: General Fund</p> <p>Timeline: April 1, 2015</p>		Department/Committee/Individual				
		Mayor Ken Hearing				
		City Administrator – Londi Lindell				X
		City Attorney - Mike Kenyon				
		City Clerk – Susie Oppedal				
		Community & Economic Development – Gina Estep				
		Finance – Dawn Masko				
		Public Works – Mark Rigos				
Attachments: Exhibit A –Second Amendment to Interlocal Agreement; Cost Detail						
<p>SUMMARY STATEMENT:</p> <p>On September 4, 2012, the North Bend City Council authorized the Mayor to enter into an Interlocal Agreement with the City of Snoqualmie for Police Services (ILA). The ILA originally provided that Snoqualmie would hire six (6) new police officers to serve North Bend. The First Amendment to the ILA provided for a 7th police officer and was approved by the North Bend City Council on October 2, 2012 and subsequently approved by the Snoqualmie City Council.</p> <p>On May 20, 2014 the City Council passed Resolution 1654 which provided for submission to the qualified voters of the City at the November 4th General Election a proposition authorizing the City to impose a sales and use tax at the rate of one-tenth of one percent for public safety purposes. This ballot measure was overwhelmingly approved by the North Bend voters and increased the City’s sales tax from 8.8% to 8.9%, which equates to one cent on a \$10 purchase. The voters were advised that the proceeds generated from this sales tax levy would be used to hire an eighth police officer—allowing the City to have two police officers on duty for 18 hours a day-- and would be used to assist with fire service funding.</p> <p>On February 3, 2015, the City Council approved a Second Amendment to the Snoqualmie Police Services Agreement to provide for the addition of an 8th police officer and to provide for the purchase of a new police vehicle. Since Council’s approval of the Second Amendment, the City of Snoqualmie provided additional cost data which resulted in the following changes to the attached Second Amendment:</p> <ul style="list-style-type: none"> • Cost of new police vehicle is being reduced from \$77,085 to \$72,940; • By adding a 4th police cruiser for the higher level of police services, there are some additional annual operation and maintenance costs associated which are an ongoing cost (See detail on attached excel spreadsheet); and • Salaries and benefits of the police officer are increased annually consistent with the original Agreement of approximately 3% a year over the remainder of the 5 year term of Agreement. (See detail on attached excel spreadsheet). <p>Except as otherwise amended by this Second Amendment, the remaining terms and conditions of the ILA and First Amendment remain in full force and effect.</p>						
COMMITTEE REVIEW AND RECOMMENDATION: The Public Health & Safety Committee						

City Council Agenda Bill

reviewed this item at its January 13, 2015 meeting and the City Council approved the Second Amendment at its February 3, 2015 meeting. The financial corrections were presented to the Finance and Administration Committee on April 7, 2015.

RECOMMENDED ACTION: MOTION to approve AB15-030, authorizing a Second Amendment to the Interlocal Agreement between North Bend and Snoqualmie for Police Services to increase the staffing to 8 police officers and authorize the purchase of another police vehicle, subject to City Attorney review and approval.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 7, 2015		

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

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

**I
RECITALS**

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

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

C. North Bend and Snoqualmie entered into an Interlocal Agreement (“ILA”) for Police Services dated effective September 10, 2012.

D. The ILA provides that Snoqualmie will hire six (6) full time equivalent police officers in order to deliver the services to North Bend.

E. By First Amendment to the ILA, the parties agreed to increase this staffing level to seven (7) full time equivalent police officers. Following the passage of Public Safety Measure Proposition 1, the parties desire to increase this staffing level to eight (8) full time equivalent police officers in order to increase the level of police service within the City of North Bend.

F. Snoqualmie wishes to provide these additional police services to North Bend on the terms and conditions set forth in this Amendment.

G. The parties enter into this Amendment in consideration of the mutual covenants and promises set forth in this Second Amendment, the First Amendment and the ILA, the mutual benefits to be derived by each and in the exercise of authority granted by the Interlocal Cooperation Act.

II

1. Additional Police Services. Section 1(a) of the ILA shall be amended as follows:

- a. Provide a minimum of ~~two (2) one (1)~~ officers on duty within the corporate limits of North Bend for 18 hours per day, 365 days per year and provide a minimum of one (1) officer at all other times at all times, subject only to necessary priorities caused by critical concurrent calls for service, by hiring ~~nine (9) eight (8)~~ full-time equivalents (FTEs) consisting of ~~eight (8) seven (7)~~ full-time police officers and one (1) records administration position; provided, any Snoqualmie police officer may be

assigned to work in North Bend. Snoqualmie will consult with the North Bend City Administrator on proposed hires but shall retain sole decision making authority. Snoqualmie will hire the City of North Bend’s current Police Office Supervisor to perform these records administration functions if she applies for the position but salary and benefits will be those set forth in the Snoqualmie job description. Patrol shifts will be scheduled so there is sufficient overlap for shift change in order to insure that an officer coming on-shift has completed any administrative tasks and is actually on patrol prior to the completion of the shift by the officer going off-shift.

2. Compensation. Section 5(a) of the ILA shall be amended as follows:

5. Compensation.

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

March 8, 2014 through December 31, 2014	\$1,039,670	<u>\$1,156,812</u>
January 1, 2015 through April 31, 2015	\$1,427,000	<u>\$ 561,241</u>
May 1, 2015 through December 31, 2015		<u>\$1,061,945</u>
January 1, 2016 through December 31, 2016	\$1,467,000	<u>\$1,635,053</u>
January 1, 2017 through December 31, 2017	\$1,505,000	<u>\$1,681,456</u>
January 1, 2018 through December 31, 2018	\$1,545,000	<u>\$1,730,279</u>
January 1, 2019 through March 7, 2019	\$ 266,535	<u>\$ 313,939</u>

3. Additional Police Vehicle. Section 6 of the ILA shall be amended to read as follows, regarding the purchase of one (1) additional fully equipped police vehicle to be used in delivering the Services:

6. Start-Up Costs

The parties agree that Snoqualmie will incur certain costs associated with commencing this Agreement equal to Three Hundred Eighty Four Thousand Dollars and No/100 (\$384,000.00) (Start-Up Costs). Start-up Costs will include without limitation acquisition of three (3) fully equipped patrol vehicles, and hiring six (6) new police officers including any required training, equipment and uniforms. The Start-up Costs will be initially incurred by Snoqualmie but North Bend shall reimburse Snoqualmie by (1) Paying \$192,000 within six (6) months following full execution of this Agreement; and (2) paying \$192,000 on or before commencement of the Services on March 8, 2014.

The parties agree that Snoqualmie will incur certain additional start-up costs (“Additional Start-Up Costs”) related to providing an eighth (8th) police officer under the Second Amendment to this Agreement. Additional Start-Up Costs include acquisition of an additional, fourth fully equipped patrol vehicle. As compensation for the Additional Start-Up Costs, on or before May 1, 2015, North Bend shall pay Snoqualmie Seventy Two Thousand Nine Hundred Forty Dollars and No/100 (\$72,940.00). All police vehicles will be owned by Snoqualmie and in the event this

ILA is not renewed at the end of the Term, the vehicles will remain the personal property of Snoqualmie. The Parties agree that the useful life of a police vehicle is between four (4) and five (5) years.

4. All Other Provisions of ILA Remain in Full Force and Effect.

All other provisions of the ILA not specifically amended by the First Amendment or this Second Amendment shall remain in full force and effect.

DATED this _____ day of April, 2015.

CITY OF SNOQUALMIE

CITY OF NORTH BEND

By: _____
Matthew R. Larson, Mayor

By: _____
Kenneth G. Hearing, Mayor

By direction of the City Council
Taken _____

By direction of the City Council
Taken _____

Attest:

Attest:

Jodi Warren, City Clerk

Susie Oppedal, City Clerk

Approved as to Form:

Approved as to Form:

Bob Sterbank, City Attorney

Michael R. Kenyon, City Attorney

**Interlocal Agreement between the City of North Bend and the City of Snoqualmie for Police Services
8th Officer and Fourth Police Car Amendment**

	2013	Mar 8 - Dec 31 2014	Jan - April 2015	May - Dec 2015	Jan - Dec 2016	Jan - Dec 2017	Jan - Dec 2018	Jan 1 - Mar 7 2019
<i>Initial Contract</i>								
6 Police Officers, 3 Police Cars & All Other Police Svcs Costs	\$ -	\$ 1,039,670	\$ 428,000	\$ 856,000	\$ 1,324,000	\$ 1,362,000	\$ 1,402,000	\$ 240,677
Start-Up Costs	384,000	-	-	-	-	-	-	-
Total:	384,000	1,039,670	428,000	856,000	1,324,000	1,362,000	1,402,000	240,677
<i>First Amendment</i>								
7th Police Officer	-	117,142	47,667	95,333	143,000	143,000	143,000	25,858
Revised Total:	384,000	1,156,812	475,667	951,333	1,467,000	1,505,000	1,545,000	266,535
<i>Second Amendment</i>								
8th Police Officer	-	-	-	96,962	148,943	156,390	164,210	41,874
Background/Uniforms	-	-	12,634	-	-	-	-	-
4th Police Car	-	-	72,940	-	-	-	-	-
Additional O&M	-	-	-	13,650	19,110	20,066	21,069	5,530
Revised Total:	\$ 384,000	\$ 1,156,812	\$ 561,241	\$ 1,061,945	\$ 1,635,053	\$ 1,681,456	\$ 1,730,279	\$ 313,939



City Council Agenda Bill

SUBJECT:		Agenda Date: April 7, 2015	AB15-031
A Motion Authorizing On-Call Services Contract with GLA Architecture.	Department/Committee/Individual		
	Mayor Ken Hearing		
	City Administrator – Londi Lindell		
	City Attorney - Mike Kenyon		
	City Clerk – Susie Oppedal		
	Community & Economic Development – Gina Estep		X
	Finance – Dawn Masko		
	Public Works – Mark Rigos		
Cost Impact: \$0 (Pass through monies from development review fees)			
Fund Source:			
Timeline: Immediate			
Attachments: Contract with Scope of Work			
<p>SUMMARY STATEMENT:</p> <p>From time to time the City requires assistance from Architects to provide expert input during the Design Review process of large complex buildings. To expedite the use of these experts and avoid going through the selection process from a small works roster each time the City needs assistance, consultants can be placed under contract for on-call services. Their services would be called upon only when their assistance was needed. No expense would incur unless a specific task and associated fee was negotiated with the relevant consultant.</p> <p>The City uses MRSC's Architect & Engineer list, which is updated frequently and advertised annually as required by law. The CED department proposes to use an architect off this list, GLA Architecture, on an on-call basis for professional services. If approved the contract with GLA Architecture would provide services for any work performed as outlined in the contract and would be based upon a specific project budget.</p>			
<p>COMMITTEE REVIEW AND RECOMMENDATION: The CED Committee reviewed this contract on March 11, 2015 and recommended approval.</p>			
<p>RECOMMENDED ACTION: MOTION to approve AB15-031, authorizing an on-call contract with GLA Architecture.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
April 7, 2015			

**CONTRACT FOR ON-CALL SERVICES
City of North Bend and the GLA Architecture**

This Agreement is entered into by and between the City of North Bend, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "the City," and GLA Architecture, hereinafter referred to as "the Consultant."

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. The Consultant will bill the City monthly based upon actual time expended and expenses incurred against the approved budget for the designated project at the rates provided in Exhibit "B". The Consultant shall be paid a total amount not to exceed the approved budget for the designated project without written modification of the Agreement signed by the City. The Consultant shall complete and return Exhibit "C", Taxpayer Identification Number, to the City prior to or along with the first billing invoice submittal.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2015 and ending December 31, 2016, unless sooner terminated under the provisions hereinafter specified. Upon expiration of the initial term of this Agreement, this Agreement shall automatically renew for additional one year terms; provided, the City may terminate the contract at any time with or without cause.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall provide to the City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by the City, all final documents, reports, or studies shall be provided to the City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. The Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in the Agreement.
5. **Independent Consultant.** The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

6. **Indemnification.** The Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, including attorneys' and expert witness fees, arising from injury or death to persons or damage to property occasioned by any negligent act, omission, or failure of the Consultant, its officers, agents, and employees, in performing the work required by this Agreement. With respect to the performance of this Agreement and as to claims against the City, its officers, agents, and employees, the Consultant expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Consultant. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent that any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents, or employees, this obligation to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of the Consultant, its officers, agents, and employees.

7. **Insurance.**
 - A. The Consultant shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of North Bend as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.

 - B. In addition to the insurance provided for in Paragraph A above, the Consultant shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Consultant employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.

 - C. Certificates of coverage as required by Paragraphs A and B above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

8. **Record Keeping and Reporting and "Red Flag" Rules.**
 - A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and compliance with this Agreement.

 - B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

 - C. The Consultant has received, and shall adhere to, the City's Identity Theft Prevention Program ("Red Flag" rules) a copy of which is attached as Exhibit "D".

9. **Taxes, Licenses and Permits.**
- A. The Consultant shall procure and maintain a City Business License in accordance with NBMC Chapter 5.04, Business Licenses and Business and Occupation Tax, prior to beginning work under this agreement. The Consultant shall also ensure that, and be responsible for, all Consultants, sub-Consultants, and suppliers, obtain a City Business License.
 - B. The Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, including NBMC Chapters 5.04 and 5.05, and the Consultant agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, the Consultant shall reimburse and hold the City harmless from such costs, including attorney's fees. The Consultant shall also require all Consultants, sub-Consultants, and suppliers, pay all charges and taxes in accordance with this section.
 - C. In the event the Consultant fails to pay any taxes, assessments, penalties, or fees imposed by the City or any other governmental body, then the Consultant authorizes the City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Consultant's total compensation.
10. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.
11. **Termination.** This Agreement may at any time be terminated by the City upon giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
12. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
13. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

15. **Notices.** Notices to the City of North Bend shall be sent to the following address:

Londi Lindell, City Administrator
City of North Bend
P.O. Box 896
211 Main Avenue North
North Bend, Washington 98045
Phone Number: (206) 888-1211

Notices to the Consultant shall be sent to the following address:

Laroy Gant
GLA Architecture
7702 Moon Valley Road SE
North Bend, WA 98045
Phone Number: (425) 292-9776

16. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney and expert witness fees, and costs of suit.

CITY OF NORTH BEND, WASHINGTON

[CONSULTANT]

By: _____
Kenneth G. Hearing, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Michael R. Kenyon, City Attorney

Exhibit A

Scope of Work – GLA Architecture

- 1) On-call architectural review for development applications requiring design review processes as designated by the Director of Community and Economic Development.
- 2) Other architectural assistance as determined necessary by the City.

Exhibit B

Laroy Gant- GLA Consulting Architect.....125.00 per hour

EXHIBIT C

CITY OF NORTH BEND
P.O. Box 896
211 Main Avenue North
North Bend, WA 98045
Phone: (206) 888-1211
FAX: (206) 831-6200

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of North Bend, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of North Bend before or along the submittal of the first billing voucher.

Please check the appropriate category:

Corporation Partnership Government Agency
 Individual/Proprietor Other (please explain)

TIN#: -- - - - - - - - - - -

SS#: -- - - - - - - - - - -

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

EXHIBIT D

CITY OF NORTH BEND
IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

The City of North Bend developed this Identity Theft Prevention Program (“Program”) pursuant to the Federal Trade Commission’s Red Flags Rule (“Rule”), which implements Sections 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003. This Program was developed with the oversight and approval of the City’s Finance Director. After consideration of the size and complexity of the City’s operations and account systems, and the nature and scope of the City’s activities, the City Council determined that this Program was appropriate for the City, and therefore approved this Program by the adoption of Ordinance No.1351 on the 21 day of April, 2009.

II. PROGRAM PURPOSE AND DEFINITIONS

A. Fulfilling Requirements of the Red Flags Rule.

Under the Red Flags Rule, every financial institution and creditor is required to establish an identity theft prevention program tailored to its size, complexity and the nature of its operation. The Program must contain reasonable policies and procedures to:

- Identify relevant red flags as defined in the Rule and this Program for new and existing covered accounts, and incorporate those red flags into the Program;
- Detect red flags that have been incorporated into the Program;
- Respond appropriately to any red flags that are detected to prevent and mitigate identity theft; and
- Update the Program periodically to reflect changes in risks to customers or to the safety and soundness of the City from identity theft.

B. Red Flags Rule Definitions Used in this Program.

For the purposes of this Program, the following definitions apply:

Account. “Account” means a continuing relationship established by a person with a creditor to obtain a product or service for personal, family, household or business purposes.

Covered Account. A “covered account” means:

a. Any account the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and

b. Any other account the City offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City from identity theft.

Creditor. “Creditor” has the same meaning as defined in Section 701 of the Equal Credit Opportunity Act, 15 U.S.C. 1691a, and includes a person or entity that arranges for the extension, renewal or continuation of credit, including the City.

Customer. A “customer” means a person or business entity that has a covered account with the City.

Financial Institution. “Financial institution” means a state or national bank, a state or federal savings and loan association, a mutual savings bank, a state or federal credit union, or any other entity that holds a “transaction account” belonging to a customer.

Identifying Information. “Identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including name, address, telephone number, social security number, date of birth, government passport number, employer or taxpayer identification number or unique electronic identification number.

Identity Theft. “Identity theft” means fraud committed using the identifying information of another person.

Red Flag. A “red flag” means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

Service Provider. “Service provider” means a person or business entity that provides a service directly to the City relating to or in connection with a covered account.

III. IDENTIFICATION OF RED FLAGS

In order to identify relevant red flags, the City shall review and consider the types of covered accounts that it offers and maintains, the methods it provides to open covered accounts, the methods it provides to access its covered accounts, and its previous experiences with identity theft. The City identifies the following red flags, in each of the listed categories:

- A. Notification and Warnings from Credit Reporting Agencies - Red Flags.
- Report of fraud accompanying a credit report;
 - Notice or report from a credit agency of a credit freeze on a customer or applicant;
 - Notice or report from a credit agency of an active duty alert for an applicant; and
 - Indication from a credit report of activity that is inconsistent with a customer’s usual pattern or activity.
- B. Suspicious Documents - Red Flags.
- Identification document or card that appears to be forged, altered or inauthentic;
 - Identification document or card on which a person’s photograph or physical description is not consistent with the person presenting the document;
 - Other document with information that is not consistent with existing customer information (such as a person’s signature on a check appears forged); and
 - Application for service that appears to have been altered or forged.
- C. Suspicious Personal Identifying Information -Red Flags.
- Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);

- Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a driver's license);
- Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- Social security number presented that is the same as one given by another customer;
- An address or phone number presented that is the same as that of another person;
- Failing to provide complete personal identifying information on an application when reminded to do so (**however, by law social security numbers must not be required**); and
- Identifying information which is not consistent with the information that is on file for the customer.

D. Suspicious Account Activity or Unusual Use of Account - Red Flags.

- Change of address for an account followed by a request to change the account holder's name;
- Payments stop on an otherwise consistently up-to-date account;
- Account used in a way that is not consistent with prior use (such as very high activity);
- Mail sent to the account holder is repeatedly returned as undeliverable;
- Notice to the City that a customer is not receiving mail sent by the City;
- Notice to the City that an account has unauthorized activity;
- Breach in the City's computer system security; and
- Unauthorized access to or use of customer account information.

E. Alerts from Others - Red Flag.

- Notice to the City from a customer, a victim of identity theft, a law enforcement authority or other person that it has opened or is maintaining a fraudulent account for a person engaged in identity theft.

IV. DETECTING RED FLAGS

A. New Accounts.

In order to detect any of the red flags identified above associated with the opening of a **new account**, City personnel will take the following steps to obtain and verify the identity of the person opening the account:

- Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;

- Verify the customer's identity (for instance, review a driver's license or other identification card);
- Review documentation showing the existence of a business entity; and
- Independently contact the customer.

B. Existing Accounts.

In order to detect any of the red flags identified above for an **existing account**, City personnel will take the following steps to monitor transactions with an account:

- Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
- Verify the validity of requests to change billing addresses; and
- Verify changes in banking information given for billing and payment purposes.

V. PREVENTING AND MITIGATING IDENTITY THEFT

In the event City personnel detect any identified red flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the red flag:

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;
- Contact the customer with the covered account;
- Change any passwords or other security codes and devices that permit access to a covered account;
- Not open a new covered account;
- Close an existing covered account;
- Reopen a covered account with a new number;
- Not attempt to collect payment on a covered account;
- Notify the Finance Director for determination of the appropriate step(s) to take;
- Notify law enforcement; or
- Determine that no response is warranted under the particular circumstances.

B. Protect Customer Identifying Information.

In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City shall take the following steps with respect to its internal operating procedures to protect customer identifying information:

- Secure the City website but provide clear notice that the website is not secure;

- Undertake complete and secure destruction of paper documents and computer files containing customer information;
- Make office computers password protected and provide that computer screens lock after a set period of time;
- Keep offices clear of papers containing customer identifying information;
- Request only the last 4 digits of social security numbers (if any);
- Maintain computer virus protection up to date; and
- Require and keep only the kinds of customer information that are necessary for City purposes.

VI. PROGRAM ADMINISTRATION

A. Oversight.

The Finance Director or other designated city employee at the level of senior management shall be responsible for developing, implementing, and updating the Program.

The Finance Director shall also be responsible for the Program administration, for appropriate training of City staff on the Program, for reviewing the annual staff report required under the Program, as well as any other staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances, and considering periodic changes to the Program.

B. Staff Training and Reports.

City staff responsible for implementing the Program shall be trained either by or under the direction of the Finance Director in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Additionally, a compliance report shall be provided annually to the Finance Director. The annual compliance report shall at a minimum address the following:

1. The effectiveness of the City's policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
2. Service provider arrangements;
3. Significant incidents involving identity theft and the City's response; and
4. Recommendations for material changes to the Program.

C. Service Provider Arrangements.

In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the Program and with all instructions and directives issued by the Finance Director relative to the Program; or

- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the service provider's identity theft prevention program and will take appropriate action to prevent and mitigate identity theft; and that the service providers agree to report promptly to the City in writing if the service provider in connection with a City covered account detects an incident of actual or attempted identity theft or is unable to resolve one or more red flags that the service provider detects in connection with a covered account.

D. Customer Identifying Information and Public Disclosure.

The identifying information of City customers with covered accounts shall be kept confidential and shall be exempt from public disclosure to the maximum extent authorized by law, including RCW 42.56.230(4). The City Council also finds and determines that public disclosure of the City's specific practices to identify, detect, prevent, and mitigate identify theft may compromise the effectiveness of such practices and hereby direct that, under the Program, knowledge of such specific practices shall be limited to the Finance Director and those City employees and service providers who need to be aware of such practices for the purpose of preventing identity theft.

VII. PROGRAM UPDATES

The Program will be periodically reviewed and updated to reflect changes in risks to customers and to the safety and soundness of the City from identity theft. The Finance Director shall at least annually review the annual compliance report and consider the City's experiences with identity theft, changes in identity theft methods, changes in identity theft detection and prevention methods, changes in types of accounts the City maintains and changes in the City's business arrangements with other entities and service providers. After considering these factors, the Finance Director shall determine whether changes to the Program, including the listing of red flags, are warranted. If warranted, the Finance Director shall present the recommended changes to the City Council for review and approval.



City Council Agenda Bill

SUBJECT:		Agenda Date: April 7, 2015		AB15-032	
A Resolution Accepting the NE 12th Street Emergency Repairs Project as Complete and Authorizing the Release of Retainage		Department/Committee/Individual			
		Mayor Ken Hearing			
		City Administrator – Londi Lindell			
		City Attorney - Mike Kenyon			
		City Clerk – Susie Oppedal			
		Community & Economic Development – Gina Estep			
		Finance – Dawn Masko			
		Public Works – Mark Rigos, P.E. X			
Cost Impact: N/A					
Fund Source: N/A					
Timeline: Immediate					
Attachments: Resolution, Exhibit 1 - Vicinity Map, Exhibit 2 - Addendum #1, Exhibit 3 - Change Order #1, Exhibit 4 - Photos					
SUMMARY STATEMENT:					
<p>On January 6, 2015, City Council approved Resolution 1671, declaring an emergency and awarding a construction contract to Pro Grade Enterprises to repair a segment of NE 12th Street that had suffered significant damage during a large storm event. The contract was approved for \$58,671.00. Construction began January 29, 2015 and was declared physically complete on February 25, 2015. One addendum and one change order were processed administratively for the contract and are summarized below:</p> <ul style="list-style-type: none"> • Addendum #1: In the timeframe between Council approval of the contract and contract execution, a second bid was submitted for \$61,411. This increase in cost included extending a culvert pipe to maintain an existing private driveway and extra costs associated with reimbursing the contractor for obtaining a performance bond as that requirement was not discussed with the contractor prior to submitting the quote that was attached to the Resolution. The original contract was written based on this revised estimate. This addendum reverted the contract to the original quote by reducing the price by \$2,740. • Change Order #1: This change order accounted for the changes discussed in Addendum 1, as well as placing more crushed rock on the shoulder at the west end of the project. The native material was determined unsuitable as it consisted of a high amount of silt, sand, and clay, and did not compact well, creating a high potential for significant erosion at the edge of the paved surface. The additional crushed rock will better stabilize the area and will minimize future maintenance. The cost of this change order was \$7,107.50 with no additional working days. 					
		Contract Price			Contract Time
Original		\$ 61,411.00			20 Days
Addendum #1		\$ -2,740.00			0 Days
Change Order #1		\$ 7,107.50			0 Days
Total		\$ 65,778.50			20 Days
<p>The final construction cost for the project was \$65,778.50 or 112% of the original project bid and the project was completed within the allowable working days.</p> <p>Fifty percent of the project funding was from the City’s Storm Drainage Fund, with the other 50% from the City’s Streets Fund.</p> <p>Retainage cannot be released until the project has been accepted by City Council, all liens have been satisfied, if any, and all taxes have been paid. Upon receipt of all necessary documentation, retainage will be released.</p>					
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at its March 18, 2015 meeting and recommended approval and placement on the consent agenda.					
RECOMMENDED ACTION: MOTION to approve AB15-032, a resolution accepting the NE 12th Street Emergency Repairs Project as complete and authorizing the release of retainage.					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
April 7, 2015					

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE CONSTRUCTION WORK FOR THE NORTHEAST 12TH STREET EMERGENCY REPAIRS PROJECT AND AUTHORIZING THE RELEASE OF RETAINAGE

WHEREAS, a portion of NE 12th Street within the City of North Bend suffered significant damage due to a large storm event in December 2014; and

WHEREAS, the City Council declared an emergency and authorized a contract with Pro Grade Enterprises, Inc. to make necessary repairs to the roadway and drainage system in the amount of \$58,671.00 on January 6, 2015 via Resolution 1671; and

WHEREAS, Pro Grade began work on this project on January 29, 2015; and

WHEREAS, the final construction cost of the project was \$65,778.50, with one addendum and one change order; and

WHEREAS, the construction of the NE 12th Street Emergency Repairs Project was declared Physically Complete on February 25, 2015; and

WHEREAS, the City must accept the project prior to submitting for releases from the State Department of Revenue, Department of Labor and Industries, and the Employment Security Department for the retainage of the contractors;

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

Section 1. The City of North Bend accepts the Pro Grade Enterprises, Inc. work on the NE 12th Street Emergency Repairs Project.

Section 2. The City of North Bend authorizes the release of the retainage on the contract upon receipt of the appropriate clearances from the state.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF APRIL, 2015.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

EXHIBIT 2

**ADDENDUM #1 TO
SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT
City of North Bend and Pro Grade Enterprises, Inc.
NE 12th Street Emergency Repairs**

Justification: City Council declared an emergency and awarded the Contract to Pro Grade Enterprises via resolution 1671 at their regular meeting on January 6, 2015. The Contractor, at that time, was unaware of the requirement to obtain a performance bond. After project award, and prior to Contract execution, City staff found it prudent to reimburse the Contractor for costs incurred in obtaining said bond and also decided to add 10 LF of culvert pipe to the project to maintain a driveway that was originally planned for removal. A new quote was submitted that included these costs for a grand total of \$61,411. City Staff inadvertently wrote the Contract for \$61,411 instead of writing it for \$58,671 and processing a change order to include the additional costs. This addendum will revert the original contract cost to the amount approved by the City Council.

The contract is amended as follows:

Section 3 – City Responsibility/Payment

1. Revise the second sentence to read:

“The City agrees to pay the Contractor for the actual work completed according to the Scope of Work, the sum of \$58,671.”

Attachment B – Cost Estimate

1. Remove this attachment in its entirety and replace it with the following:

EXHIBIT 2



• EXCAVATING • UTILITIES •

P.O. Box 1182 Maple Valley, WA 98038
Office: (360) 886-7257 Fax: (360) 886-7229 Ryan: (206) 391-2747

Project: NE 12th St. Emergency Repair
Submitted to: City of North Bend
Date: 12/19/2014
REVISED 12/30/2014

Estimate Number: E1330

Tax Rate ~~9.20%~~
8.80%

Description	QTY	Unit	Price	Sub Total
Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
Survey	1	LS	\$ 2,500.00	\$ 2,500.00
Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
12" D.I. cl 50 storm Culverts, including import / export (includes pipe bedding)	127	LF	\$ 95.00	\$ 12,065.00
Quarry Spall Splash Pads	15	Ton	\$ 35.00	\$ 525.00
Rough Grade and Export	320	CY	\$ 28.00	\$ 8,960.00
ACP - Saw Cut, Demo and Haul Off	997	SF	\$ 3.00	\$ 2,991.00
Fine Grade 2:1 Swale	1	LS	\$ 3,200.00	\$ 3,200.00
6" depth CSBC gravel shoulders	62	Ton	\$ 30.00	\$ 1,860.00
4" depth - HMA 1/2" INCLUES COMPACTION	48	Ton	\$ 260.00	\$ 12,480.00
6" depth - 1 1/4" Clean Crushed Aggregate	87	Ton	\$ 30.00	\$ 2,610.00
Hydroseed	1	LS	\$ 1,500.00	\$ 1,500.00
Potholing FOR THE WATER SERVICES	4	HR	\$ 495.00	\$ 1,980.00
Paint Fog Line	200	LF	\$ 2.50	\$ 500.00

Grand Total \$ 58,671.00

Bid includes Use Tax on Materials Only

Exclusions-

- Dewatering
- As-Builts
- Asbestos Abatement and/or Removal
- Domestic Garbage Removal
- Removal of Obstructions / Rock Excavation
- Soil Conditioning / Moisture Conditioning
- Monuments
- Stripping depth beyond 6" depth
- Landscaping & Landscape Restoration
- Fencing
- Street Signs and Channelization
- Compaction Testing / Inspection Fees
- Imported Utility Trench Backfill (other than when specified)
- Taxes, Permits / Fees (Bonds)
- Removal of Buried Garbage, Tanks, Contaminated Materials, Concrete
- Removal / Relocation of franchise utilities (I.E. Power poles, Junction Boxes, Etc.)

CONTRACTOR WILL PROVIDE TRAFFIC SIGNAGE AS PART OF \$5,000 LUMP SUM ABOVE.

CITY WILL PROVIDE COMPACTION INSPECTION.

WILL BE ADDITIONAL COST

Pro Grade Enterprises, Inc.

EXHIBIT 2

CITY OF NORTH BEND, WASHINGTON

[CONSULTANT]

By: _____

By: _____

 Kenneth G. Hearing
Title: Mayor _____

Title: _____

Date: _____

Date: _____

EXHIBIT 3

**CHANGE ORDER #1 TO
SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT
City of North Bend and Pro Grade Enterprises, Inc.
NE 12th Street Emergency Repairs**

Justification: There are four items included in this change order, which are summarized below:

1. Mobilization – This increase in project cost is to reimburse the contractor for costs incurred in obtaining a Performance Bond. This requirement was not disclosed to the Contractor at the time of their original quote.
2. Excavate and Haul – 4” depth over-ex – This increase is to remove an area of unsuitable material as shown in the revised plan.
3. 4” CSBC Shoulder Replacement – This increase is to replace the unsuitable material with Crushed Surfacing Base Course as shown in the revised plan.
4. 12” cl. 50 Storm Culverts, including Import / Export – This increase is to add 18.5 linear feet of culvert. Ten linear feet is to preserve a driveway entrance that was originally planned for removal. The remainder is to extend a culvert beneath an existing water service so the service and service line would not need to be relocated.

The contract is changed as follows:

Section 3 – City Responsibility/Payment

1. Revise the second sentence to read:

“The City agrees to pay the Contractor for the actual work completed according to the Scope of Work, the sum of \$65,778.50.”

Attachment A – Plans

1. See attached, revised plan.

Attachment B – Cost Estimate

1. This section is supplemented with the following:

EXHIBIT 3



• EXCAVATING • UTILITIES •

P.O. Box 1182 Maple Valley, WA 98038

Office: (360) 886-7257 Fax: (360) 886-7229 Ryan: (206) 391-2747

Project: NE 12th St. Emergency Repair
Submitted to: City of North Bend
Date: 2/24/2015

Change Order Proposal # 1

Description	QTY	Unit	Price	Sub Total
Mobilization	1	LS	\$ 1,790.00	\$ 1,790.00
Excavate and Haul - 4" depth over-ex	50	CY	\$ 28.00	\$ 1,400.00
4" CSBC Shoulder Replacement	72	Ton	\$ 30.00	\$ 2,160.00
12" cl. 50 Storm Culverts, including Import / Export	18.5	LF	\$ 95.00	\$ 1,757.50

Grand Total \$ 7,107.50

Bid includes Use Tax on Materials Only

Exclusions-

- Dewatering
- As-Builts
- Asbestos Abatement and/or Removal
- Domestic Garbage Removal
- Removal of Obstructions / Rock Excavation
- Soil Conditioning / Moisture Conditioning
- Monuments
- Stripping depth beyond 6" depth
- Landscaping & Landscape Restoration
- Fencing
- Street Signs and Channelization
- Compaction Testing / Inspection Fees
- Imported Utility Trench Backfill (other than when specified)
- Taxes, Permits / Fees, Bonds
- Removal of Buried Garbage, Tanks, Contaminated Materials, Concrete
- Removal / Relocation of franchise utilities (I.E. Power poles, Junction Boxes, Etc.)

Pro Grade Enterprises, Inc.

EXHIBIT 3

CITY OF NORTH BEND, WASHINGTON

[CONSULTANT]

By: _____

By: _____

Kenneth G. Hearing
Title: Mayor _____

Title: _____

Date: _____

Date: _____

EXHIBIT 4 – PHOTOS OF NE 12TH STREET



Pre-construction photo taken from Mt. Si Nursery looking west.



Post Construction photo from similar vantage point.



City Council Agenda Bill

SUBJECT:		Agenda Date: April 7, 2015	AB15-033	
A Motion Authorizing a Contract with Capitol Asset & Pavement Services, Inc. to Update the City's Pavement Management Program and Perform a Pavement Condition Index (PCI) Study Cost Impact: \$12,425 Fund Source: Streets Overlay (130-000-000-508-80-00-00) Timeline: Immediate		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator - Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk - Susie Oppedal		
		Community & Economic Development - Gina Estep		
		Finance - Dawn Masko		
		Public Works - Mark Rigos, P.E.		X
Attachments: Capitol Asset & Pavement Services, Inc. (CAPS) Work Scope and Fee (15 pages)				
<p>The City of North Bend's current contracted pavement consultant, Mr. Paul Sachs of Northwest Management Systems (NMS), has unfortunately been unreachable and unavailable during the past four months. Apparently, NMS had begun work back in October 2014, but the City has not received an invoice. City staff have called and emailed Mr. Sachs approximately ten times to no avail. Recently, Public Works Director Mark Rigos was told by City of Kirkland transportation staff that Mr. Sachs experienced a major personal tragedy and his very small consulting firm is currently not operating. North Bend's City Attorney has been assisting with termination of the contract between NMS and the City. A contract termination letter was recently sent from the City to Mr. Sachs. The City has not received a response to the contract termination letter.</p> <p>For background information on PCI Study tasks, North Bend PCI history and recommended next steps please refer back to the August 19, 2014 agenda bill (AB14-088).</p> <p>CAPS is a pavement consulting company that can provide the necessary services to North Bend and is currently being used by the City of Kirkland. They are headquartered in Salem, Oregon and have performed previous pavement management studies along the West Coast in cities such as Camas, Richland, Burien and Anacortes. The City of Burien capital project manager indicated that CAPS has done a quality job for a reasonable price.</p> <p>The City of North Bend needs an updated PCI Study. Pavement management is an important function of a public works department. When the original pavement consultant began work in October 2014, staff expected the PCI Study would be completed by 2014 / 2015 winter. However, due to the unforeseen circumstances noted above, that will not occur. Moving forward, with the termination of the NMS contract, the hopeful completion date by the new pavement consultant is this summer. Once the City obtains the updated pavement data, Staff will be able to evaluate pavement overlay and reconstruction priorities, budgets and expenditures.</p>				
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation & Public Works Committee reviewed this item at its March 18, 2015 meeting and recommended approval and placement on the consent agenda.				
RECOMMENDED ACTION: MOTION to approve AB15-033, authorizing a contract with Capitol Asset & Pavement Services, Inc. to update the City's Pavement Management Program and prepare a PCI Study, in a form acceptable to the City Attorney.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
April 7, 2015				

Proposal

City of North Bend

Pavement Management Services





Capitol Asset & Pavement Services, Inc.

PO Box 7840
Salem, OR, 97303
Phone: 503.689.1330
Fax: 503.689.1440
www.capitolasset.net

February 26, 2015

Mark Rigos, P.E.
Public Works Director
City of North Bend
PO Box 896
1155 East North Bend Way
North Bend, WA 98045

RE: Pavement Management Implementation and Pavement Rating

Dear Mr. Rigos,

Capitol Asset & Pavement Services Inc. is pleased to submit a proposal for providing The City of North Bend with Pavement Management implementation and pavement condition rating services. In the following pages you will find a summary of our vast experience and qualifications enabling us to provide exceptional pavement management inspection and analysis services. The proposed services and costs are good for a period of 1 year.

We are truly excited about the opportunity this request for proposal presents. We look forward to working with you and to providing you the level of service you expect. Please feel free to contact me at (503) 689-1330 or paul@capitolasset.net if you have any questions regarding our proposal. I will be the project manager and the individual authorized to negotiate the contract on our firm.

Sincerely,

Paul Wigowsky, President/Principal

Company Profile and Qualifications

Capitol Asset & Pavement Services Inc. is a firm that specializes in two components, pavement management and streetway digital imaging. Our office is located in Salem, OR, with a working area that includes Oregon, Washington, Idaho, and Northern California. The company was founded by two individuals, Paul Wigowsky & Joel Conder. With Paul's unique knowledge of data collection using digital imaging and Joel's vast experience in the pavement management field, they are both committed to providing quality services utilizing the latest technology.

Capitol Asset & Pavement Services recognizes that pavement management and inventorying right-of-way assets are an essential element of managing municipal resources. Recognizing that this information is critical to the success of any City infrastructure, Capitol Asset & Pavement Services takes pride in the quality of our highly accurate and reliable data collection abilities. Our data collection crews are comprised of experienced professionals who have provided these data collection services for more than 100+ municipalities and private enterprises using the MTC system throughout the Northwest and California. Capitol Asset & Pavement Services Inc has never requested a single change order after entering into a contract. We have always believed that the contract price is the final price. If the client request a change order we will accommodate them, but you will not see Capitol Asset & Pavement Services Inc ever request one.

Capitol Asset & Pavement Services Inc is experienced in new pavement management implementations, as well as providing annual re-inspections. Our firm specializes in giving presentations to City councils, board of commissioners, and other decision-makers in support of the ongoing effort to secure more funding for pavement preservations. Our senior staff has been directly involved with numerous cities & counties in the State of Washington over the past 15 years either implementing or performing re-inspections using the Streetsaver pavement management system. In the past two years our firm has performed completed Streetsaver implementations for nine Washington cities alone (Vancouver, Camas, Burien, Kelso, Mukilteo, Ridgefield, Richland, Washougal, and West Richland), along with over 40 projects in Oregon and California.

Capitol Asset & Pavement Services Inc does not use the automated vehicles for pavement distress ratings as they have proven time after time to be very inaccurate at the local jurisdictional level. Most leading experts in the pavement management field would agree that the technology is not "quite there yet" with automated pavement distress vehicles. We are committed to capturing, recording and reporting on only the truest data possible. With that said, our crews either walk or use the windshield method (whichever is requested) for every foot of pavement in the system. Nothing is more accurate than the human eye, and with over 75,000 centerline miles of rating experience, you will find no firm more qualified than Capitol Asset & Pavement Services Inc to perform your pavement condition assessment distress ratings.

- Only Northwest Metropolitan Transportation Commission PTAP Certified Consultant
- All inspectors certified by MTC rater certification program
- 2011 MTC Pavement Management Consultant of the Year
- 100+ Pavement Management Projects completed in last 5 years

Legal Information:

Capitol Asset & Pavement Services, Inc. is a corporation based in Salem, Oregon.
EIN#26-1549572, UBI #603159542

Project Team

CAPS team of experienced professionals will provide quality workmanship for the City of Vancouver. Our staff is experienced in a variety of data collection services, including street surface distress rating, digital imaging, and assets such as street signs, culverts, curbs, sidewalks, street lighting. The key people assigned to a role will remain committed to that role. We view our team as an extension of our client's own staff. We accept total professional responsibility for all our work. Our firm's philosophy is to ensure our success by providing dedicated, experienced staff, committed to providing high-quality and timely service to our clients.

Joel M. Conder

As the Senior Field Project Manager and lead inspector, Mr. Conder will serve as the point of contact and will handle all coordination issues relating to field work. He will also head up the supervision of all data collection as well as any other logistical issues that may arise. Mr. Conder is also an authorized agent and can be responsible for representing this firm in any negotiations and in the execution of all contracts. He is personally committed to ensuring the full commitment of the firm's resources on this project. Mr. Conder will serve as the field project manager working closely with the principal. Mr. Conder will also serve as lead inspector, and will personally perform all the street inspections for this project.

Mr. Conder has over 30 years of experience in the public transportation field, much of it specializing in implementing pavement management systems for local agencies. Previously, he served as supervisor of Marion County Public Works, Engineering Information Services Section, in Salem, Oregon. During his tenure there he assisted 30 Oregon/Washington/Idaho county street departments throughout the state to both implement and keep current their Streetsaver pavement management systems.

Since 1999 Mr. Conder has worked in the private sector continuing to promote pavement management concepts. He has been teaching classes in pavement management for more than 20 years, and was voted as the "Pavement Manager of the Year" in 2001 by the Northwest Pavement Management Association (NWPMA). Since entering the private sector in 1999 Mr. Conder has served as Senior Project Manager on over 135+ projects in Oregon, Washington, Idaho, Arizona, and California. This includes 10 years of PTAP projects in the San Francisco Bay Area going back to the original PTAP program in 1999/2000. He has continued to serve in that capacity each year on the annual PTAP projects and has just completed his 65th Bay Area pavement management project with the conclusion of the City of San Mateo in the fall of 2012. Joel is dedicated to thorough research and intensive quality control in all aspects of pavement management, and will serve as the only inspector for this project. CAPS does not condone the hiring of inexperienced inspectors to perform this vital function in the inspection process. All pavement distress data shall be collected & analyzed by Mr. Conder personally. His specific experience provides him a unique insight into the complexities of pavement management for local government jurisdictions.

Mr. Conder is certified by the Metropolitan Transportation Commission under the Pavement Management Rater Certification program.

Paul Wigowsky

As Technology Officer and pavement inspector, Mr. Wigowsky will be in charge of all analysis, reporting, and software and data support. Mr. Wigowsky will also assist Mr. Conder with the responsibility for the Quality Assurance/Quality Control of all work completed. Mr. Wigowsky will ensure all work is completed in accordance with the contract. Mr. Wigowsky has extensive experience with all aspects of the MTC Pavement Management System and Software and will serve as the principle for this project.

Mr. Wigowsky has 17 years in the public transportation field, including over 15 years experience with all aspects of Pavement Management, including implementation, inspection, analysis, and reporting. Mr. Wigowsky served a beta tester for three versions of MTC Pavement Management systems and has 15 years experience with the MTC Pavement Management software (StreetSaver®). Mr. Wigowsky has built streetside photolog vans for three companies and supervised the filming of over 40 city and county photolog projects. Mr. Wigowsky also has over 15 years programming and operating systems experience, including proficiency in Microsoft Visual Basic, C++, All versions of Windows, Microsoft Access, and Microsoft SQL Server.

Mr. Wigowsky is certified by the Metropolitan Transportation Commission under the Pavement Management Rater Certification program.

Randolph Flores

Randolph Flores will serve as pavement inspector. Mr. Flores has been directly involved with asset data collection and pavement inspection projects with Capitol Asset & Pavement Services for six years. Before working for us, Mr. Flores was a project manager for six and a half years at a major telecommunications firm, coordinating the installation of fiber-optic networks.

Mr. Flores is certified by the Metropolitan Transportation Commission under the Pavement Management Rater Certification program.

Scope of Work

Task 1 - Kick Off Meeting

We believe that complete and open communication is necessary throughout the project to achieve results that meet the expectation of our clients. With this in mind, a kickoff meeting to discuss all elements of the project is essential. At this meeting, we discuss the following:

- Scope of work
- Current pavement maintenance practices
- Maintenance treatments strategies
- City resources available for this project
- Historical expenditure levels
- Desired service levels
- Plans for traffic safety
- Press Releases
- Local rules and regulations
- Contact information
- Quality control and assurance methodology
- Project Schedules
- Working in environmentally sensitive areas
- Utilization of proper pavement inspection methods
- Expected time lines and benchmarks
- Project goals and deliverables
- Obtaining historical street information (year constructed, maintenance history, as-builts)
- Planned maintenance and rehabilitation activity for current year.
- Process for Segmentation of Street Network, preference of segment size

Discussing these items and defining these and other key elements during the kick off meeting will ensure that CAPS and the City of North Bend are working towards the same goal.

Task 2 - Segmentation of Street Network & Populating New Streetsaver Database

CAPS shall physically measure all City-maintained paved streets with an electronic distance measuring instrument in order to get accurate segment lengths (or GIS lengths can be used if preferred by City). Each segment shall be measured for width using an engineering wheel. Pavement surface type, functional class, # of lanes, beginning & ending locations will also be recorded during this process. All field data will be recorded electronically using a laptop computer.

When all streets are inventoried, CAPS will provide an excel spreadsheet with all data fields to the City for review. When the City approves that all streets have been segmented to their satisfaction, CAPS will create the sections and import the data into the Streetsaver database.

Task 3 - Collect Pavement Distress Ratings

CAPS shall inspect approximately 40 lane miles of paved streets maintained by the City of North Bend, as well as approximately 2 centerline miles of State Route 202 within the city limits.

Pavement Inspections will be performed in accordance with the distress definitions and descriptions included in the most recent versions of the MTC-published "Pavement Condition Index Distress Identification Manual for Asphalt and Surface Treatment Pavements" (April, 2012) and the "Pavement Condition Index Distress Identification Manual for Jointed Portland Cement Concrete Pavements" (October, 2002). The amount and severity of the following distresses will be recorded: (1) alligator cracking, (2) block cracking, (3) distortions, (4) longitudinal and transverse cracking, (5) patch and utility cut patch, (6) rutting/depression, and (7) weathering/bleeding and raveling. For each street segment, the inspector will first do a windshield survey of the entire segment, and then choose inspection sample locations that are representative of the street segment as a whole. Inspections will be walked by the lead inspector and inspection sample sizes will be either 50 or 100 linear feet and between 1000 to 4000 square feet. A minimum of at least 10% of the entire street section area will be inspected by using the MTC 10% method of street inspections, though most streets will receive approximately 25% of the surface area inspected.

A single two person crew shall perform all the inspections, where the lead inspector will inspect and relay distress information to the engineering technician who will enter the distress information into our mobile electronic data collection software. Our data collection software has quality control algorithms to ensure correct inspection sample areas and inspection distress information. It also helps reduce the data entry issues common when using paper inspection forms. By using two-person crews, our inspector can keep a better lookout for traffic, pedestrians, and other possible safety issues. This allows them to remain safer, and be ready for any unexpected issues near the inspection areas, contributing to our spotless safety record.

The results of the pavement inspections being completed shall give City of North Bend a very accurate and up-to-date snapshot of the overall health of their street network.

Pavement Condition Survey - Quality Control Plan

Pavement Inspections will be performed in accordance with the distress definitions and descriptions included in the most recent versions of the MTC-published "Pavement Condition Index Distress Identification Manual for Asphalt and Surface Treatment Pavements" and the "Pavement Condition Index Distress Identification Manual for Jointed Portland Cement Concrete Pavements". A minimum of 10% of the section area shall be inspected for each street section.

The following protocol will be adhered to for each pavement inspection to help insure the highest of quality inspections:

Inspection units will be 100' or 50' long by the entire width of the street (If street width is > 80', half of the street width will be inspected, alternating sides). *We have found that standard inspection lengths make calculations of distress sizes easier, thereby reducing arithmetic errors and speeding up the inspection process.*

On street sections that only require one or two inspection units, the entire length of the street shall be driven beforehand and the inspector will choose the inspection site(s) most representative of the entire street section. *By driving the entire section first and then choosing the most representative inspection site, it helps assure that the Pavement Condition Index is most reflective of the entire street section.*

On street sections that require two or more inspection units, inspection sites will be chosen at random (in accordance to MTC pavement inspection standard procedures). *On longer streets, with more inspection units, random sampling has been shown to provide an accurate depiction of the entire street section.*

All inspections will be performed by two person teams, with the lead inspector collecting all of the inspection information, then relaying that information by radio to the data entry specialist in the vehicle. *By using two person teams, the inspector can concentrate on looking at the street distresses, as well as being more aware of traffic hazards. This maximizes the time spent on the inspection process and allows our firm to be more efficient. This way the inspector is not looking down away from oncoming traffic as would happen if using paper forms or entering data on a tablet. This makes the process safer, as the inspector can be more aware of their surroundings and traffic hazards.*

Task 4a - Populating Database

For this task, CAPS will upload the distress information collected during the Pavement Inspections into the Streetsaver database. Information will be reviewed for errors and any errors will be corrected, by reinspection of the street segment if necessary. Once any errors are resolved, the Pavement Condition Index (PCI) will be calculated in the Streetsaver database. A PCI score from 0-100 (where 100 is a new street, and <10 is a failed street), is determined by Streetsaver based on the amount and severity of each distress found during Pavement Inspections. An excel spreadsheet will be provided to the City detailing street segment information (Street Name, Beginning & Ending Locations, Street Length & Width, Functional Class, Year Construction, Surface Type) along with the new PCI score and pavement distress types, severities, and quantities.

Task 4b - Build Decision Tree

This task involves building the Streetsaver pavement maintenance decision tree, which is critical in achieving an accurate analysis of future street maintenance needs. Along with accurate Pavement Condition Inspections, the development of the Maintenance Treatment Decision Tree matrix is the foundation for an accurate budget needs analysis.

The decision tree details the CITY's desired pavement maintenance strategy for streets at various pavement condition categories. Based on the PCI, distress types found, functional class, and surface type, the Streetsaver database will recommend different pavement maintenance treatments. We will coordinate with CITY personnel to determine what the current pavement maintenance strategies and costs are. CAPS shall discuss and recommend appropriate maintenance strategies and treatments for City of North Bend' street network. Maintenance treatment recommendations will take into account industry standard recommended treatments for streets in various conditions, as well as the City of North Bend's current and preferred treatment choices.

To determine treatment unit costs CAPS will review any information available from the City of North Bend (bid tabs, engineer's estimates) for treatment unit costs and compare to regional average costs. CAPS will then recommend maintenance treatment unit costs for each treatment chosen in the decision tree.

Task 4c - Maintenance & Rehabilitation History Update

For this task, we will enter the maintenance and rehabilitation history into the Streetsaver database. We will require all maintenance and treatment history that the City has available. We will enter that information on the appropriate Streetsaver street segments, then calculate the entered M&R to update the street PCI and year of construction data. We will provide a spreadsheet of the updated section information to the CITY.

Task 4d - Reporting and Analysis

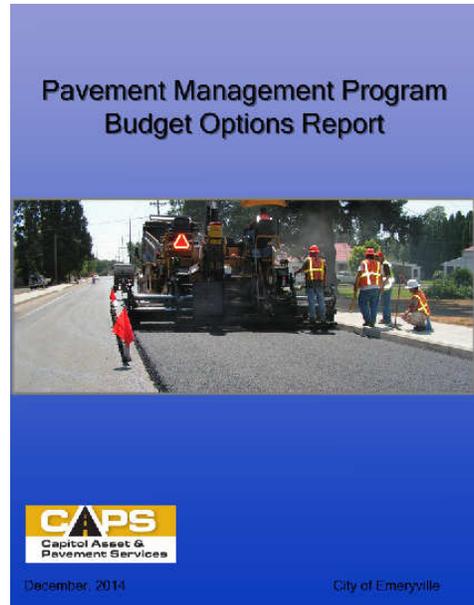
CAPS Inc. will perform budget analyses utilizing the Streetsaver® Online Needs and Scenarios calculation modules. Five year analysis periods will be used (this is standard, though any analysis period from five to thirty years may be included at request of City).

The Needs Analysis identifies the appropriate treatments type and costs required for each street segment over this period based on the M&R decision tree, regardless of budgetary restraints. Costs and treatments will be broken down by segment, and summed for each year and over the entire analysis period. Simply put, the Needs calculations answer the questions “If we had all the money in the world, what would be the most cost-effective way to maintain the street network. Which streets should be fixed when, using what treatments, and how much will it cost?”

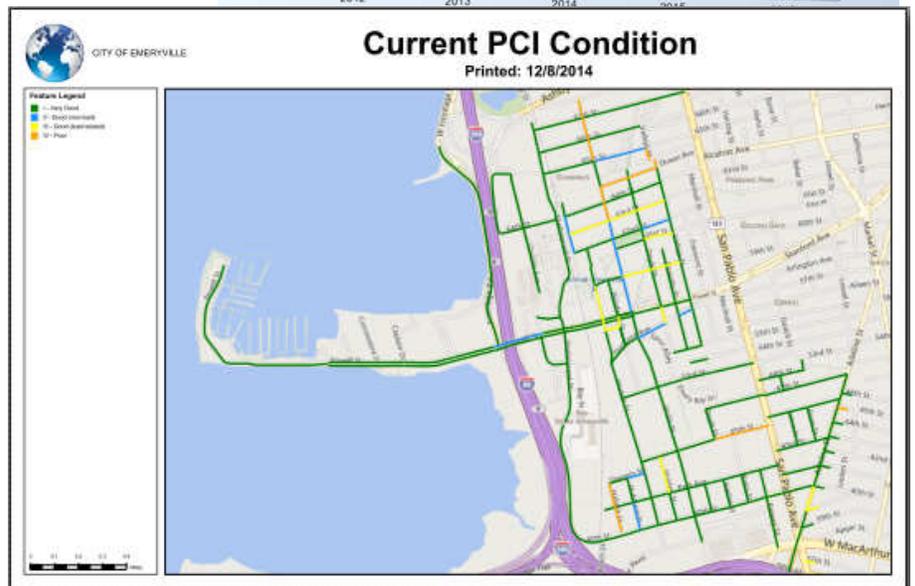
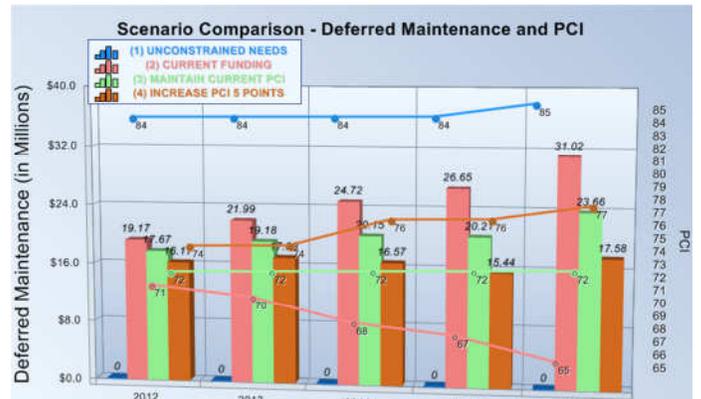
The Budget Scenarios analysis module then takes the results found within the Needs calculations and applies budgetary constraints, effectively answering the question “Since I don’t have all the money in the in the world, which treatments on which streets should have the highest priority, and when should the repair be performed?”. A weighted cost-effectiveness rating is used to prioritize treatments based on the most “bang for the buck”. The rating is calculated by the increase in the area under the pavement deterioration curve that would result from applying the treatment. The rating is then weighted to place a higher priority on streets based on Functional Class (so a treatments on Arterials are rated higher than Collectors, which are rated higher than Residential/Locals).

CAPS will produce Scenario reports based on any number of budget amount criteria, as desired by City staff. Four criteria we suggest be included are: Unconstrained Needs, estimated future budget based on current budget and historical trends, budget amount required to maintain the network PCI at the current level, and budget amount required to increase overall PCI by five points. Any other analysis parameters are up to the discretion of the City.

CAPS will produce a final report that summarizes the findings of the pavement inspections and analyses. The report will contain:



- Street Inventory report with updated PCI information
- Maintenance & Rehabilitation history reports
- Decision tree report
- Budget Needs Reports
 - *Projected costs and network PCI summary*
 - *Recommended treatment detail*
 - *Cost Summary by Treatment Type*
- Budget Scenarios Reports
 - *Network Condition Summary*
 - *Projected Cost Summary*
 - *Sections selected for Treatment*
 - *Network Remaining Life*
- Maps
 - *Current PCI Condition Category*
 - *Sections selected for Treatment*
 - *Maintenance History*



CAPS will summarize findings in a 15-20 page Budget Options report (plus 50+ page appendix with Streetsaver reports and maps) and make recommendations on how the jurisdiction can employ better treatment strategies. The report will include the overall pavement condition of the City's street network and summaries of the results of the needs and different scenarios analyses, along with the recommended budget scenario and street sections selected for treatment. Deliverables will include a draft copy of the report for review by the CITY, with a final report to follow based on feedback received from City staff. A completed final report will be provided to the City in three hardbound copies as well as an electronic Adobe file.

Task 5 - Interface Streetsaver and City's GIS system

CAPS Inc will set up the GIS section link within the Streetsaver Online program. A GIS street centerline file, provided by the CITY, will be imported into the Streetsaver 9.0 system. Then, using the GIS Toolbox Section Link feature, Caps Inc will link each database section to the appropriate street line segment in the GIS centerline. This will allow for the use GIS reporting module within Streetsaver to produce a variety of maps including: Current PCI condition, Surface Type, Functional Class, Needs - Sections Selected, Scenarios - Treatments recommended, and others.

Task 6 - Software Training for City Staff

CAPS will hold an one day, 6 hour training class on the use of the Streetsaver 9.0 online Pavement Management software. This class will lead City staff through the entire program and instruct each student on the use of all aspects of the Streetsaver program.

Task 7 - Software Support and Training

CAPS will also provide remote technical support (phone and email) on the use of the Streetsaver program at no additional cost for a period of 2 years.

CAPS can also provide the following training services at request of the City (at additional cost).

Surface Distress Identification - This class provides a description of pavement condition assessment used in the MTC pavement management system. The session includes classroom as well as hands-on field training.

Computer Training - Basic Skills - This introductory training provides users with an overview of the Streetsaver®. Instruction includes an explanation of data entry and calculations, the interface between different modules within the program, and how to generate various reports, including budget needs and scenarios.

Computer Training – Budget Analysis - Users will learn how to use the budget analysis features of the software. The class covers decision trees as well as thorough instruction in budget needs and scenarios concepts, and interpretation of results. This class also includes the use of the project selection module to customize treatment selection for specific street sections.

Computer Training – Custom Report Writing - In this training, users are shown how to use the Custom Report Writing feature in the software. Users also gain knowledge of the software’s database table structure, which can be used for building custom queries and reports.

Computer Training – GIS reporting - In this training, users are shown how to use the GIS toolbox to produce GIS maps on various themes, including: pavement condition, maintenance treatment history, Scenarios - sections selected for treatment (treatment type or year), functional class, surface type.

In addition, CAPS provides an annual free training in northern Oregon on the Streetsaver® software (Computer training - Basic Skills and Budget Analysis). MTC also provides software and field inspection workshops twice a year in the San Francisco Bay area.

Task 8 - City Council Presentation

CAPS will assist City staff in a presentation to the City council. Presentation will provide an introduction of the use and concepts of pavement management, and an overview of the budget options report, including effects of various funding scenarios, the initial pavement management plan produced, and possible sources of additional revenues.

Task 9 - Streetsaver Online 9.0 License

The Streetsaver 9.0 is a subscription based, online product. Yearly subscription fee depends on the number of centerline miles or Sections in the database.

Miles (whichever is greater)	Sections	Annual Cost
< 20	< 200	\$750
21-200	201 -1000	\$1,500

Proposed Cost

Task		Cost
1. Kickoff Meeting	No Additional Cost	\$0
2. Segmentation of Street Network & Populate Database	45 lane miles @ \$70 per lane mile	\$3,150
3. Collect Pavement Distress Ratings	45 lane miles @ \$125 per lane mile	\$5,625
4. Populating Database, Build Decision Tree, Reporting	No Additional Cost	\$0
5. Interface Streetsaver and City's GIS (optional)	Lump sum	<i>\$1,800</i>
6. Software Training for City Staff	No Additional Cost	\$0
7. Software Support	Included (no additional cost)	\$0
8. City Council Presentation (optional)	10 hours @ \$110/hour	<i>\$1,100</i>
9. Streetsaver Online subscription	\$750-\$1500, depending on # of sections/centerline miles	\$750* (1 year sub)
Total (depending on optional tasks)		\$9,525 to \$12,425

* Task 9 subscription cost assumes < 20 centerline miles and < 200 street sections. Subscription cost will increase to \$1500 (per year) if miles or sections increases above those limits.

HOURLY RATES OF TEAM MEMBERS

(for additional tasks beyond quoted above)

Member	Role	Hourly Rate
Joel Conder	Project Manager, Inspector	\$110
Paul Wigowsky	Pavement Management Analyst, QA/QC	\$110
Randolph Flores	Inspection Data Technicians	\$40

The proposed services and costs are good for a period of 1 year from the date of this proposal (February 26, 2015)

Representative Projects

The following is a list of recently completed projects that are representative of our work performed as a pavement management consultant. Each of these projects were all completed on-time and under budget. Here at Capitol Asset & Pavement Services Inc we have found that if both parties involved in the implementation process (City & consultant) thoroughly discuss all aspects of the project, we are less likely to be blindsided with the necessity of changes that had not previously been considered.

We do our best to avoid the “scope creep” factor. In each project that Capitol Asset & Pavement Services Inc undertakes, we always make sure to have a clear picture before beginning. Unplanned tasks often cost more than if they were incorporated into the project in the correct order. That is exactly why Capitol Asset & Pavement Services Inc shall provide to The City of North Bend a very detailed preliminary work plan before embarking on even the first task laid out within this proposal. This can reduce both City staff time as well as ours. A well-defined work plan means fewer people need to be brought up to speed at any given time. If we plan for the entire project before it starts, it will go smoother and keep your project on track both in the cost and time factors. Capitol Asset & Pavement Services Inc has never requested a single change order after entering into a contract with over 100+ agencies. We have always believed that the contract price is the final price. If the client request a change order we will accommodate them, but you will not see Capitol Asset & Pavement Services Inc ever request one.

The following six projects represent just a sample of the many pavement management implementation and inspection projects that Capitol Asset & Pavement Services, Inc has completed, all within the originally quoted budget and to the complete satisfaction of the client. Joel Conder and Paul Wigowsky have completed over 250 pavement management projects over the last 21 years in Oregon, California, Arizona, and Washington. The City of North Bend may contact any of the references provided.

Pavement Management Implementation, database updates, and Reporting – Camas, WA

Client: City of Camas Public Works

CAPS implemented a brand new pavement management system for the City of Camas during the months of January-February, 2013. This required running every street with an electronic DMI (distance measuring device) for accurate segment lengths and widths. This also included building the decision tree from scratch and contacting local contractors to acquire area unit prices. Once database was built, all paved streets maintained by the City were inspected utilizing the MTC Streetsaver system. City staff was taken along during the inspection process in order to attain a good understanding of the distress inspection process. City GIS centerline file was linked within Streetsaver to allow for creation of maps showing current pavement condition, recommended treatments, etc. A budget options report was created detailing the current condition of the street network (PCI), budget needs, scenarios, and recommended treatments. Re-inspection of the entire street network was performed in 2015, along with reporting.

- **Project Size** 102 C/L miles
- **Client Contact**
Eric Levison
Public Works Director
(360) 817-1560
- **Projects Completed**
2013, 2015

Pavement Management Implementation, database updates, Reporting – Vancouver, WA

Client: City of Vancouver Public Works

CAPS was contracted for a two year pavement management condition survey for the City of Vancouver for 2014 - 2015. One half of the pavement management network will be inspected each year, utilizing the MTC Streetsaver pavement management system. Inspections of 1/2 of the street network were completed in 2014, with the second half to be inspected later this year.

- **Project Size** 580 C/L miles (290 miles per year)
- **Client Contact**
Ryan Miles
Civil Engineer
(360) 487-7708
- **Projects Completed**
2014

Pavement Management Inspections, database updates, and Reporting – Richland, WA

Client: Richland, WA

CAPS inspected the Streetsaver pavement management system for the City of Richland during the months of March - April, 2013. All 245 miles of City streets were inspected. Maintenance history was entered into the Streetsaver database. The City's GIS centerline file was linked within Streetsaver to allow for creation of maps showing current pavement condition, recommended treatments, pavement condition after recommended treatments applied, etc. A budget options report was created detailing the current condition of the street network (PCI), budget needs, scenarios, and recommended treatments.

- **Project Size** 245 C/L miles
- **Client Contact**
Jeff Peters, PE
Transportation Manager
(509) 942-7504
- **Project Completed**
2013

Pavement Management Implementation, database building, and Reporting – Lake Oswego, WA

Client: City of Lake Oswego Public Works

CAPS senior staff has completed pavement inspections using the MTC system for all of Lake Oswego's streets every few years over the past 14 years. Our most recent inspections were just completed (June, 2013). Inspections were completed within 45 days of notice to proceed. The recent inspection services performed included inspecting all streets, calculating PCI values, entering Maintenance treatments, and identifying specific areas on streets for localized patching.

- **Project Size** 182 C/L miles
- **Client Contact**
Crystal Shum, PE
Associate Engineer
(503) 697-7420
- **Projects Completed**
1999, 2002, 2004, 2006, 2010, 2013

Pavement Management Implementation, database building, and Reporting – Burien, WA

Client: City of Burien Public Works

CAPS implemented a brand new pavement management system for the City of Burien during the months of August and September, 2014. This included combining two sources of street data (a 2007 IMS pavement management database, and City GIS street segment shapefile) and then migrating the data to Streetsaver. Street segments were then verified with an electronic for accurate segment lengths and engineering wheel for widths. All 137 miles were inspected utilizing MTC inspection protocol. The project also included building a new decision tree and contacting local contractors to acquire area unit prices. Once inspections were complete, A budget options report was created detailing the current condition of the street network (PCI), budget needs, scenarios, and recommended treatments. On-site Streetsaver computer and training was provided.

- **Project Size** 137 C/L miles
- **Client Contact**
 Brian H. Roberts, P.E.
 Assistant Public Works
 Director
 City of Burien
 (206) 439-3164
- **Projects Completed**
 2014

Pavement Management Implementation, database building, and Reporting – Anacortes, WA

Client: City of Anacortes Public Works

CAPS implemented a brand new pavement management system for the City of Ancarotes during the months of July and August, 2013. This included migrating an excel based street segment list. Street segments were then verified with an electronic for accurate segment lengths and engineering wheel for widths. All 109 miles were inspected utilizing MTC inspection protocol. The project also included building a new decision tree and contacting local contractors to acquire area unit prices, as well as entering 15 years of maintenance history. Once inspections were complete, A budget options report was created detailing the current condition of the street network (PCI), budget needs, scenarios, and recommended treatments. Report findings were presented to City Council. On-site Streetsaver computer training was provided.

- **Project Size** 109 C/L miles
- **Client Contact**
 Eric Shjarback, P.E.
 City Engineer
 City of Anacortes
 (360) 299-1980
- **Projects Completed**
 2013



City Council Agenda Bill

SUBJECT:		Agenda Date: April 7, 2015	AB15-034	
A Motion Authorizing a Contract for Services with the North Bend Downtown Foundation to Operate and Manage the North Bend Visitor Information Center		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		X
		Finance – Dawn Masko		
		Public Works – Mark Rigos		
Cost Impact: \$48,520				
Fund Source: Human Service Funding \$14,920, Hotel/Motel Tax \$9,000 and Economic Development Fund \$24,600				
Timeline: Immediate				
Attachments: Contract with Scope of Services				
SUMMARY STATEMENT: <p>The North Bend Visitor Information Center and Mountain View Art Gallery began as a collaborative effort between the City of North Bend and the North Bend Downtown Foundation to create a signature facility at the gateway of North Bend’s historic downtown area to house a Visitor Information Center and Art Gallery. This facility officially opened late September 2014. The modern Northwestern style center is operated by the North Bend Downtown Foundation and features a vibrant space for local artists to exhibit their talents as well as a growing array of brochures and pamphlets containing information about local tourist sites and activities. In addition, visitors are offered a “high tech” approach to access information via two 24 inch touch screen computers. The VIC is open Wednesday through Sunday, closed Monday and Tuesdays.</p> <p>The VIC and Gallery represent a huge step toward downtown revitalization and growing community pride through volunteer efforts. The VIC is not just a place to obtain visitor information, it is the venue for small boutique events and local artists to show their art work within the Mountain View Art Gallery and Plaza.</p> <p>With the approval of the 2015/16 Budget and associated Decision Card, the City agreed to enter into an operations agreement with the Downtown Foundation providing for the payment by the City to the Foundation in the amount of \$48,520 to operate and manage the Visitor Information Center as described in the Scope of Work hereby attached as Exhibit A to the contract.</p> <p>Funding for the VIC will come from the following sources:</p> <ol style="list-style-type: none"> 1. 2015: \$9,000 from the Hotel/Motel Tax, \$14,920 from Human Services (separate Decision Card), and \$24,600 from this Decision Card. 2. 2016: \$40,000 from Hotel/Motel Tax (pending hotel construction schedule), and \$8,520 Economic Development Fund. 				
COMMITTEE REVIEW AND RECOMMENDATION: The CED Committee reviewed this contract on March 11, 2015 and recommended approval.				
RECOMMENDED ACTION: MOTION to approve AB15-034 authorizing a contract for services with the North Bend Downtown Foundation to operate and manage the North Bend Visitor Information Center.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
April 7, 2015				

CONTRACT FOR SERVICES
City of North Bend and North Bend Downtown Foundation

This Agreement is entered into by and between the City of North Bend, Washington, a non-charter optional municipal code city, hereinafter referred to as “the City,” and North Bend Downtown Foundation, hereinafter referred to as “the Agency,” whose mailing address is P.O. Box 59, North Bend, Washington, 98045.

WHEREAS, the City has determined the need to have certain services performed for its citizens and tourists alike for visitor information; and

WHEREAS, the City desires to have the Agency perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Agency.** The Agency shall perform those services described on Exhibit “A” attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Agency shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** The City shall pay the Agency a total of \$48,520 for the services rendered in 2015.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2015, and ending December 31, 2015, unless sooner terminated under the provisions hereinafter specified.
4. **Independent Contractor.** The Agency and the City agree that the Agency is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Agency nor any employee of the Agency shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Agency or any employee of the Agency.

5. **Indemnification.** The Agency shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability and damages arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Agency, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Agency shall, in addition to indemnifying and holding the City harmless from any liability and damages, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' and expert witness fees. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this contract.

6. **Insurance.**
 - A. The Agency shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$ 1,000,000 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of North Bend as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.

 - B. In addition to the insurance provided for in Paragraph A above, if applicable, the Agency shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Agency employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$ N/A combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.

 - C. Certificates of coverage as required by Paragraphs A and B above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

7. **Record Keeping and Reporting.**
 - A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Agency shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and compliance with this Agreement.
 - B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
8. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Agency's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Agency.
9. **Termination.** This Agreement may at any time be terminated by the City upon giving to the Agency thirty (30) days written notice of the City's intention to terminate the same. If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
10. **Discrimination Prohibited.** The Agency shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Agency under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
11. **Assignment and Subcontract.** The Agency shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

13. **Notices.** Notices to the City of North Bend shall be sent to the following address:

City Clerk
City of North Bend
P.O. Box 896
North Bend, Washington 98045
Phone number: (425) 888-7627

Notices to the Agency shall be sent to the following address:

North Bend Downtown Foundation
P.O. Box 59
North Bend, Washington 98045
Phone number: 425.233.4499

14. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.

CITY OF NORTH BEND, WASHINGTON

NORTH BEND DOWNTOWN FOUNDATION

By: _____

By: _____

Title: _____

Title _____

Date: _____

Date: _____

Attest/Authenticated:

City Clerk

Approved As To Form:

Michael R. Kenyon, City Attorney

EXHIBIT A

Scope of Services to be Provided by Agency. The Agency shall furnish services including, but not limited to, the following:

- A. Manage and Operate the North Bend Visitor Information Center and Mountain View Gallery, which includes;
 - 1) The VIC will be open 5 days a week, Wednesday – Sunday, with some variation for holiday weeks.
 - 2) Hire, manage and pay staff as necessary to operate the VIC and Art Gallery.
 - 3) The agency will be responsible to purchase all operating supplies necessary to manage and operate the VIC. This includes but is not limited to: clerical supplies (paper, ink, pens, files, staples), restroom supplies and all other operating needs.
 - 4) Support City Branded Events and host at a minimum of six events throughout the year at the venue.
 - 5) Provide tourists and citizen visitor information and promotional material about the local tourist assets including outdoor recreation and local businesses.
 - 6) The agency shall be responsible any interior plants and other décor.
- B. The City will be responsible for any exterior plantings in the plaza and sidewalk planters and exterior holiday décor such as pumpkins, and holiday lights.
- C. The City will be responsible to cover the following expenses:
 - 1) VIC Building Lease = \$2,050/mo.
 - 2) VIC Custodial Service = \$180/mo. approx.
 - 3) VIC Utilities = \$396/mo approx., i.e;
 - * Puget Sound Energy
 - * City of North Bend
 - * Comcast
- D. City owned assets include the following list and the City shall be responsible to maintain, repair and replace these assets if necessary:
 - 1. Quick Set Up Pedestal (3)
 - 2. Office Chair
 - 3. Bradshaw Storage Unit
 - 4. Business Hours Sign Kit
 - 5. Base for Glass Tower
 - 6. Lockable Glass Display Tower
 - 7. Leather Club Chairs (2)
 - 8. Literature Holder, A Frame Chalkboard
 - 9. Fred Meyer: end table, planters, etc.
 - 10. Best Buy: printer/copier (2), telephones
 - 11. Barstools & Dinettes: adjustable height barstools
 - 12. Big Lots: Adirondack chairs (4)

13. Pier 1 Imports: interior design décor (decorative lights and 4 plaza seat pillows)
14. Quick Set Up Pedestal (3)
15. US Flag Store: flag, pedestal, crown

E. Agency owned assets include the following list and the Agency shall be responsible to maintain, repair and replace these assets if necessary:

1. Vizio 42 HDTV Best Buy
2. Lenovo Yoga Computer - Best Buy
3. Dell All in one Computer Stand - Best Buy
4. Dell all in one Computer Stand – Best Buy
5. Dell xps 18 Intel All in one Computer – Best Buy
6. Dell xps 18 intel all in one Computer – Best Buy
7. Reception Desk, install, wiring etc – Handcraft Fine Cab
8. Gallery Lighting System (hangers, lights ect)
9. Buckeye Amish Furniture Benches

EXHIBIT B

City of North Bend
P.O. Box 896
North Bend, Washington 98045
Phone number: (425) 888-1211
Fax: (425) 831-6200

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of North Bend, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of North Bend before or along the submittal of the first billing voucher.

Please check the appropriate category:

Corporation Partnership Government Agency
 Individual/Proprietor Other (please explain)

TIN#: 603 207 652

Print Name: Geoff Doy President

Print Title: President

Business Name: Downtown Foundation,

Business Address: PO Box 59
Business Phone: 425.233.4499

Date

Authorized Signature (required)