



CITY COUNCIL MEETING
August 4, 2015 – Agenda

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

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

RECESS COUNCIL MEETING

1) Special Meeting of the North Bend Transportation Benefit District	Mr. Williamson, Chair	Pg.# 1
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RECONVENE COUNCIL MEETING

CONSENT AGENDA:

2) Minutes	Council Meeting of June 16, 2015 & Special Council Workstudy of June 30, 2015	9
3) Payroll	June 19, 2015 – 27280 through 27288, in the amount of \$169,987.53 July 3, 2015 – 27289 through 27298, in the amount of \$135,570.25 July 20, 2015 – 27299 through 27308, in the amount of \$177,905.44	
4) Checks	July 7, 2015 – 61275 through 61358, in the amount of \$628,159.26 July 21, 2015 – 61359 through 61425, in the amount of \$186,173.03 August 4, 2015 – 61426 through 61478, in the amount of \$423,239.02	
5) AB15-070	Motion – Authorizing Purchase of Equipment for EJ Roberts Park	Mr. Rigos 17
6) AB15-071	Resolution – Accepting 415 th Waterline Project as Complete	Mr. DeBerg 29
7) AB15-072	Motion – Authorizing Purchase of Air Conditioner for City Hall	Ms. Lindell 33
8) AB15-073	Ordinance – Adopting NBMC 3.33 RE Delinquent ULID Assessments	Ms. Lindell 37
9) AB15-074	Motion – Authorizing Charge-off of Penalty Fees for Stormwater Utility Accounts	Ms. Waltz 41
10) AB15-075	Ordinance – Amending 2015-2016 Budget Ordinance 1545	Ms. Masko 43
11) AB15-076	Motion – Authorizing Purchasing Order with HD Fowler	Ms. Masko 53

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

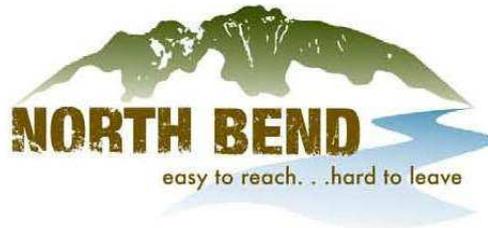
12) Presentation	Festival at Mt Si	Committee President Jill Massengill	
13) Presentation	Fire Safety Awareness for Homeowners	Fire Chief Lee Soptich	
14) AB15-077	Appointment to Parks Commission	Mayor Hearing	55

INTRODUCTIONS:

15) AB15-078	Public Hearing , Resolution – Adopting Water Use Efficiency Goals	Mr. DeBerg	57
16) AB15-079	Resolution – Authorizing Boundary Line Adjustment	Mr. Rigos	63
17) AB15-080	Resolution – Authorizing Grant Contract with WA State for Torguson Park	Mr. McCarty	69
18) AB15-081	Motion – Authorizing Special Events Coordinator Position	Ms. Estep	101

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:



NOTICE OF SPECIAL TBD BOARD MEETING

Notice is hereby given that the North Bend Transportation Benefit District No. 1 Board has scheduled a Special Meeting on Tuesday, August 4, 2015 at Mt Si Senior Center, 411 Main Ave. S, at approximately 7:05 p.m.

For additional information please contact the City Clerk at (425) 888-7627.

Posted July 30, 2015

TBD BOARD MEETING

August 4, 2015 – AGENDA

Mt Si Senior Center, 411 Main Ave. S., North Bend, Washington
7:05 p.m. (Time Approx.)

- 1) **Call To Order, Roll Call** Mr. Williamson, Chair of the Board
- 2) **Minutes**
 - Approval of June 30, 2015 Board Meeting Minutes
- 3) **AB15-01 – Motion Approving 2016 Budget Calendar** Ms. Masko
- 4) **Adjournment**

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CITY OF NORTH BEND
TRANSPORTATION BENEFIT DISTRICT (TBD)
SPECIAL MEETING MINUTES
June 30, 2015 – 6:30 p.m.
City Hall, 211 Main Ave. N., North Bend, WA

Acting Chair Jeanne Pettersen called the meeting to order at 7:01 p.m.

Board Members Alan Gothelf, Ryan Kolodejchuk, Ross Loudenback, and Jeanne Pettersen were present. Board Members David Cook, Jonathan Rosen and Dee Williamson were excused.

Staff Present: Mayor Ken Hearing, City Administrator Londi Lindell, Assistant City Administrator/Finance Director Dawn Masko, Public Works Director Mark Rigos, Senior Planner Mike McCarty, Senior Planner Jamie Burrell, Associate Planner Lynn Fredenburg, GIS/CAD Technician Marc Ramsey and City Clerk Susie Oppedal.

Board Member Gothelf **MOVED**, seconded by Board Member Loudenback to approve the minutes of the November 4, 2014 special meeting as presented. The motion **PASSED** 4-0.

Six Year TIP 2016 - 2021

Public Works Director Rigos briefly reviewed the Six Year Transportation Improvement Program 2016 – 2021 as passed by the North Bend City Council at its June 16, 2015 Meeting. He noted the North Bend Way/Park Roundabout Construction Project and Downtown Plaza Project had been categorized under items 4a and 4b respectively.

Board Member Gothelf **MOVED**, seconded by Board Member Loudenback to approve the Six Year TIP 2016-2021. The motion **PASSED** 4-0.

Adjournment

The meeting adjourned at 7:20 p.m.

ATTEST:

Jeanne Pettersen
Board Member

Susie Oppedal
City Clerk

NORTH BEND TRANSPORTATION BENEFIT DISTRICT No. 1

SUBJECT:		Agenda Date: August 4, 2015		TBD AB15-01		
Motion to Approve 2016 Budget Calendar and setting a Public Hearing Date of November 3rd for the proposed 2016 TBD Budget		Department/Committee/Individual				
		TBD Chair – Dee Williamson				
		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: N/A						
Timeline: Immediate						
Attachments: Budget Calendar, Proposed Preliminary Budget						
<p>SUMMARY STATEMENT:</p> <p>The North Bend Transportation Benefit District (TBD) is required to adopt an annual budget by December 31st of each year. To simplify the TBD budget process and closely coordinate these activities with the City of North Bend, the key steps and timing will attempt to mirror that of the City’s budget process.</p> <p>The attached budget calendar outlines dates to meet these requirements. A public hearing on the TBD 2016 Budget along with potential adoption is proposed for the November 3rd TBD Special Meeting.</p>						
<p>RECOMMENDED ACTION: MOTION to approve AB15-01, approving the 2016 Budget Calendar and setting a Public Hearing Date of November 3rd for the proposed 2016 TBD Budget.</p>						
RECORD OF TBD ACTION						
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>		
August 4, 2015						

**NORTH BEND TRANSPORTATION BENEFIT DISTRICT
2016 BUDGET PROCESS CALENDAR**

AUGUST

4th (Tuesday) (Special TBD Meeting)

- Motion approving 2016 Budget Calendar
- Motion setting Public Hearing date

OCTOBER

5th (Monday)

- 2016 Preliminary Budget to TBD Board and available to public

30th (Friday)

- Preliminary Budget & Budget Message to be filed with TBD Board and Clerk of the Board

NOVEMBER

3rd (Tuesday) (Special TBD Meeting)

- 2016 Preliminary Budget Presentation
- Public Hearing – 2016 Annual Budget
- TBD Board Adoption of 2016 Annual Budget Resolution

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NORTH BEND CITY COUNCIL MINUTES

June 16, 2015

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

CALL TO ORDER, ROLL CALL:

Mayor Hearing called the regular meeting to order at 7:02 p.m.

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

CONSENT AGENDA:

Minutes – Council Workstudy of April 28, 2015, Council Workstudy of May 26, 2015 & Council Meeting of June 2, 2015

Payroll – June 5, 2015 – 27271 through 27279, in the amount of **\$133,733.30**

Checks – June 16, 2015 – 61215 through 61274, in the amount of **\$238,478.81**

AB15-061 – Motion Authorizing Contract for Torguson Park Archeological Study

AB15-062 – Motion Authorizing CO #4 with Fury Site Works for 415th Waterline Project

AB15-063 – Motion Authorizing Payment for WWTP Lab Equipment

AB15-064 – Motion Authorizing CO #2 with Pacific Crest for WWTP Improvement Project

AB15-065 – Ordinance 1557 Amending NBMC 9.20 RE Coercive Solicitation

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

CITIZEN'S COMMENTS:

Dave Olson, 440 Main Ave. S, announced Kiwanis would be holding their annual fireworks sales from June 28th through July 4th and noted the organization was still looking for volunteers for the event.

The following individuals spoke regarding the impact a potential levee setback on the South Fork of the Snoqualmie River currently under considered by King County would have on property owners in the area:

Gary Nickell, 41925 SE 135th Street

Ty Spencer, 345 SE 13th Place

Mary & Warren Halverson, 13701 NE 32nd Place, Bellevue

Andre Lavigueure, 13034 412th Way SE

Mayor Hearing noted he was aware of the situation; however, the area in question was in unincorporated King County and under their jurisdiction.

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ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

AB15-066 – Appointment to Parks Commission

Audio: 16:23

Mayor Hearing recommended the appointment of John Lockie to Position No. 2 on the Parks Commission, term expiring December 31, 2017.

Councilmember Gothelf **MOVED**, seconded by Councilmember Kolodejchuk to approve AB15-066, confirming the appointment of John Lockie to Position No. 2 on the Parks Commission, term expiring December 31, 2017. The motion **PASSED** 6-0.

AB15-067 – Appointment to Planning Commission

Audio: 17:58

Mayor Hearing recommended the appointment of Scott Heller to Position No. 3 on the Planning Commission, term expiring May 11, 2019.

Councilmember Williamson **MOVED**, seconded by Councilmember Loudenback to approve AB15-067, confirming the appointment of Scott Heller to Position No. 3 on the Planning Commission, term expiring May 11, 2019. The motion **PASSED** 6-0.

Presentation – Police Services Update - January – June 2015

Police Chief McCulley provided an update on police services which outlined current staffing levels, calls for service, patrol statistics, Community Oriented Policing (COP) events, records, training hours, and year to date successes, challenges and goals.

COMMISSION AND COMMITTEE REPORTS:

Planning Commission

No report – The next meeting is scheduled for June 25, 2015.

Parks Commission

No report – The next meeting is scheduled for June 24, 2015.

Economic Development Commission

No report – The next meeting is scheduled for June 25, 2015.

Community & Economic Development Committee – Councilmember Kolodejchuk, Chair
A report of the June 10th meeting was provided.

Finance & Administration Committee – Councilmember Cook, Chair

No report – The next meeting is scheduled for July 7, 2015.

Public Health & Safety Committee – Councilmember Gothelf, Chair

No report – The next meeting is scheduled for July 14, 2015.

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Transportation & Public Works Committee – Councilmember Loudenback, Chair
A report of the June 10th meeting was provided.

Council Workstudy – Mayor Pro Tem Williamson
A report of the May 26th Worksudy was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the June 11th meeting was provided.

INTRODUCTIONS:

AB15-068 – Public Hearing, Resolution Adopting Six Year **Audio: 42:18**
Transportation Improvement Program 2016-2021

Public Works Director Rigos provided the staff report.

Mayor Hearing opened the Public Hearing on the Six Year Transportation Improvement Program 2016 - 2021 at 7:45 p.m.

Linda Grez, 10404 428th Ave. SE, noted the Six Year TIP was not keeping up with growth and detailed a few projects of concern on the plan. She commented older projects were being bumped down on the list to support new growth and opined the planning was piecemeal, reactive, and exacerbated problems that already existed.

John Day, John Day Homes, PO Box 2930, commented the priorities on the Six Year TIP were not right, particularly given the congestion in the City at certain times of the day. He noted the following projects should receive priority: 1. North Bend Way/Park Street Roundabout, 2. Bendigo Boulevard Traffic Signal, 3. Bendigo Traffic Reconfiguration (3rd to NBW), 4. Bendigo Boulevard/4th Street Intersection Reconfiguration – Roundabout, and 5. SE 20th Street Extension.

He expressed exception to the following projects: 1. East North Bend Way/SE Tanner Road/SE 140th Street Intersection, 2. South Fork Avenue Extension, and 3. SE 146th Street at 468th Avenue SE Intersection Traffic Signal. He commented that any project on the Six Year TIP should accurately reflect what can be accomplished in the next six years.

Nancy Thomas, 43406 SE 88th Street, expressed concern about timing of Six Year TIP projects in relation to development in the City and the low prioritization of the North Bend Way/Ballararat Avenue Traffic signal.

Mayor Hearing closed the Public Hearing at 7:59 p.m.

Councilmember Williamson **MOVED**, seconded by Councilmember Cook to table AB15-068, a resolution adopting the 2016-2021 6-Year Transportation Improvement Program

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until after discussion on AB15-069 Resolution Awarding Downtown Plaza Project. The motion **PASSED** 6-0.

AB15-069 – Motion Rejecting All Bids on the Downtown Plaza Project **Audio: 1:12:58**

City Engineer DeBerg provided the staff report.

Sharon Wiltshire, Bendigo Boulevard, expressed concern about the Downtown Plaza Project, particularly the potential removal of left turn lanes on Main Avenue at the intersection of North Bend Way and the impact a project of this nature would have on downtown. She noted the money spent on certain aesthetics detailed in the project could be better spent elsewhere and was in favor of rejecting all bids.

Brenden Elwood, 441 Meadow Drive SE, encouraged Council to reject all bids on the Downtown Plaza Project and direct staff to seek additional grant funding for the project.

Linda Grez, 10404 428th Ave. SE, commented on the negative impact removal of the left turn lanes at the North Bend Way and Main Avenue intersection would have on traffic and the downtown merchants.

Trevor Kostanich, 223 Syndey Ave. N, stated he was an Economic Development Commissioner and at this point felt it was best not to proceed with the Downtown Plaza Project. He noted he was very active in the project and discussed the benefits the project would have to the downtown core. Mr. Kostanich expressed disappointment in the delays incurred during project development and encouraged Council to consider the positive aspects of the project during its vote on the Six Year Transportation Improvement Program 2016 – 2021.

Councilmember Loudenback **MOVED**, seconded by Councilmember Rosen to approve AB15-069, rejecting all bids received for the Downtown Plaza Project and directing staff to seek additional grant funds to complete the project. The motion **PASSED** 6-0.

AB15-068 – Public Hearing, Resolution 1686 Adopting Six Year Transportation Improvement Program 2016-2021 **Audio: 1:29:22**

Councilmember Loudenback **MOVED**, seconded by Councilmember Rosen to approve AB15-068, a resolution adopting the 2016-2021 6-Year Transportation Improvement Program.

Councilmember Rosen **MOVED**, seconded by Councilmember Cook, to amend the 2016-2021 Six Year TIP to include the Downtown Plaza Project and allow Public Works Director Rigos to prioritize the project. The motion **PASSED** 6-0.

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

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MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Kolodejchuk thanked John Lockie and Scott Heller for volunteering for one of the City's Commissions and reported on a recent ride along with the Snoqualmie/North Bend Police Department. He noted a European Car Show would be held on Sunday, June 28th at Meadowbrook Farm.

Councilmember Loudenback requested staff publicize the upcoming King County Community meeting regarding the potential Snoqualmie River levee on NBTV and the City website.

Councilmember Rosen reminded everyone school was almost over and to drive with caution in area neighborhoods. He encouraged everyone to be responsible during the upcoming 4th of July celebration and thanked those that provided public feedback earlier in the meeting.

Councilmember Gothelf and Williamson echoed Councilmember Rosen's comments.

Councilmember Williamson requested the Six Year TIP project prioritization be discussed at an upcoming meeting and noted the Northwest Railway Museum had expressed concern about potential fee increases at the North Bend Depot.

Assistant City Administrator/Finance Director Masko reported the City had received a preliminary report from Standard & Poor's reaffirming the City's bond rating of AA for general obligation bonds. She commented the rating process for revenue bonds was still in process.

Mayor Hearing spoke regarding the following items:

- Annual Burn Ban, June 16th – September 30th
- North Bend Farmer's Market, Thursdays 4 – 8 p.m., June 11th – September 10th
- Coffee & Doughnuts with a Cop, June 26th 7 – 9 a.m. at Georgia's Bakery
- City Offices Closure – Friday, July 3rd in observance of Independence Day

ADJOURNMENT:

Councilmember Rosen **MOVED** to adjourn, seconded by Councilmember Loudenback. The motion **PASSED** 6-0.

The meeting adjourned at 8:48 p.m.

ATTEST:

Kenneth G. Hearing, Mayor

Susie Oppedal, City Clerk

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CITY OF NORTH BEND
CITY COUNCIL
SPECIAL WORKSTUDY NOTES
June 30, 2015 – 7:00 p.m.
City Hall Conference Room, 211 Main Ave. N., North Bend, WA

Councilmember Pettersen called the meeting to order at 7:20 p.m.

Councilmembers Alan Gothelf, Ryan Kolodejchuk, Ross Loudenback and Jeanne Pettersen were present. Councilmembers David Cook, Jonathan Rosen & Dee Williamson were excused.

Staff Present: Mayor Ken Hearing, City Administrator Londi Lindell, Assistant City Administrator/Finance Director Dawn Masko, Public Works Director Mark Rigos, Senior Planner Mike McCarty, Senior Planner Jamie Burrell, Associate Planner Lynn Fredenburg, GIS/CAD Technician Marc Ramsey and City Clerk Susie Oppedal.

Councilmember Pettersen announced Agenda Item #2 – ILA with Si View MPD Related to Torguson Park had been cancelled.

Discussion on Land Use Element

Senior Planner Burrell presented the latest proposed Land Use Element to the Comprehensive Plan as approved by the Planning Commission at their May 28th meeting. She noted no substantial changes were made in the content and policy direction and that GIS/CAD Technician Marc Ramsey had performed a build out analysis which assumed no market factors (all land available for sale), highest and best use of land, and water and sewer availability to all lots. Ms. Burrell reported the 2014 Buildable Lands Report indicated a housing target of 665 units with the City's analysis showing a capacity of 2,821 units and an employment target (2006 – 2013) of 1,050 new jobs with the analysis indicating accommodations for 6,970 new jobs.

Ms. Burrell commented the build out analysis was based on the following areas of change for the zoning map:

1. Thrasher/North Bend Way/Torguson Area – Low Density Residential to High Density Residential
2. 4th Street – Neighborhood Business to Downtown Commercial
3. Triangular Shaped Parcel near NB Way/Cedar Falls Way/Orchard Drive – Low Density Residential to High Density Residential
4. Park Street – High Density Residential Limited Commercial Overlay District to Downtown Commercial
5. 140th Street/E North Bend Way – Neighborhood Business to Low Density Residential

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6. Cottage Residential (Cedar Falls Way/E North Bend Way area) – Cottage Residential to High Density Residential
7. Maloney Grove/South Fork Residential Areas – Low Density Residential to Constrained Low Density Residential

Council expressed concern about potential increases in density that may happen as a result of zoning changes in Items #3 and #6 as indicated above. After additional discussion, Council concurred with the suggested zoning change for Item #3 (Triangular Shaped Parcel near NB Way/Cedar Falls Way/Orchard Drive) from Low Density Residential to High Density Residential and requested Item #6 (Cedar Falls Way/E North Bend Way area)) continue to remain Cottage Residential.

Councilmember Pettersen announced Agenda Item #4 – Executive Session had been cancelled.

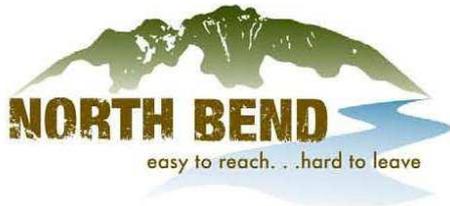
Adjournment

The workstudy closed at 8:05 p.m.

ATTEST:

Jeanne Pettersen, Councilmember

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: August 4, 2015	AB15-070
A Motion Authorizing Purchase of Materials and Equipment for EJ Roberts Park Capital Project	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, PE		
Cost Impact: \$28,797.68			
Fund Source: Park Impact Fees from Dev.			
Timeline: Immediate			
Attachments: Quotes - Materials & Equipment for EJ Roberts Park Project			
SUMMARY STATEMENT:			
<p>Currently, SHD (Scott Holsapple Design) is nearing completion of his design (PS&E) on the EJ Roberts Park Capital Project. Once complete, the project will be advertised to contractors with an anticipated construction date of September/October 2015. Prior to this, staff wishes to move forward with purchasing materials and equipment for the project, specifically for the picnic shelter and replacement swings. Material costs for the picnic shelter are \$16,733.57 (with tax and freight) and equipment costs for the replacement swings with seat belts, see saw, BBQ grill, 4 picnic tables, bench and wood fiber chips are \$12,064.11 (with tax and freight) - see attached quotes. Total cost is \$28,797.68.</p> <p>Purchasing the equipment now, instead of waiting for the contractor to purchase the materials and equipment, is justified because:</p> <ol style="list-style-type: none"> 1. The project will be constructed sooner: There is a six week lead time for fabrication and delivery of the materials and equipment. 2. Project costs will be less: City of North Bend will receive a cost savings, because there will not be a contractor “mark-up” of 15-20% for materials and equipment purchase costs by the contractor. <p>Public Works Director Rigos has purchased materials and equipment from Gametime on a previous occasion which resulted in a successful project. Gametime is a local provider located in Everett, Washington and is on the MRSC vendor roster.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: This proposal was reviewed by the Transportation and Public Works Committee (TPW) on July 8, 2015. Following the meeting, TPW subsequently recommended approval and placement on consent agenda.			
RECOMMENDED ACTION: MOTION to approve AB15-070, authorizing the purchase of materials and equipment from Game Time for the EJ Roberts Park Project, in an amount not to exceed \$28,797.68, plus any applicable sales tax and freight charges.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 4, 2015			



07/10/2015

EJ Roberts Park-North Bend

SHA Scott Holsapple Design
 Attn: Meghan James

Project #: P53303
 Ship To Zip: 98045

North Bend, WA 98045
 Phone: 206-745-5820
 meghan@shd-la.com

Quantity	Part #	Description	Unit Price	Amount
1	28009	Game Time - 6' P/S Bench W/Back Inground - <i>Red Seat, metallic frames</i>	\$505.00	\$505.00
4	28014	Game Time - 6' P/S Hd Picnic Table - <i>STYLE TO MATCH BENCHES</i>	\$1,092.00	\$4,368.00
		<i>Red tops/seats with Metallic finish frameR</i>		
1	51	Game Time - Economy Stove Permanent	\$194.00	\$194.00
1	6219	Game Time - See Saw - <i>Red with Black seats</i>	\$1,527.00	\$1,527.00
1	p831	Game Time - T-Swing (painted),3 1/2" Od - <i>Red Frames</i>	\$777.00	\$777.00
1	8910	Game Time - Belt Seat 3 1/2"Od(8910)	\$210.00	\$210.00
1	8696	Game Time - Encl Seat 3 1/2"(8696)	\$263.00	\$263.00
1	GTI-EWF	GT-Impax - 22 CY Engineered Wood Fiber - <i>Additional material up to 120 CY may be added to this order for just \$29/cy delivered. This would be a great opportunity to top off other community parks.</i>	\$1,362.00	\$1,362.00

SubTotal: \$9,206.00
 Tax: \$985.96
 Freight: \$1,872.15
Total Amount: \$12,064.11

07/10/2015

----- GAMETIME GENERAL TERMS & CONDITIONS -----

QUOTATION ACCEPTANCE: This quotation is subject to the policies in the current GameTime Park and Playground catalog and the terms and conditions stated herein. Acceptance of this proposal indicates your agreement to these terms and conditions, regardless of form of your purchase order, unless otherwise agreed to in writing by both parties.

PRICING: We will be pleased to honor this quote for **30 DAYS** after issue date, for fabrication and shipment immediately following your order. (see estimated delivery lead time below). Orders placed after this date or requested for delayed delivery are subject to possible pricing increase.

ORDER PLACEMENT: Requirements for order placement are a signed purchase agreement, and color selections. Please complete the order information and acceptance portions of this quotation or issue a signed purchase order on your agency's letterhead, payable to **GAMETIME** (be sure to reference this quote number and provide all information requested herein) and forward it to SiteLines' corporate office for processing. **Purchases in excess of \$1,000.00 require your written purchase order.** Once ordered, any items cancelled, returned, or refused are subject to a 25% restocking fee; all freight from & to factory is Buyer's responsibility. Partial cancellations and/or modifications may also result in increased per-unit prices on remaining items. Some products are made-to-order and are not subject to cancellation or return. Buyer shall verify all quantities prior to order placement; GameTime and SiteLines bear no responsibility for incorrect quantities being ordered..

EXCLUSIONS: Unless specifically included herein, this quotation excludes the following: building permits, site prep work and landscaping; removal of existing equipment; receiving, offloading, & inventory of equipment; storage of goods prior to installation; transfer of equipment from storage site to installation site; equipment assembly and installation; mounting hardware; safety surfacing; containment borders; drainage provisions.

Performance and payment bonds are NOT included on this quote unless otherwise noted; if a bond is required, bonding costs are 3% of the contract amount (after taxes, if applicable) and the bond cost will be added to the final invoice.

FREIGHT CHARGES: Line item prices are **FOB: FACTORY** unless otherwise noted. Freight costs are based on weight, volume, & destination, for combined shipment of all items to a single destination. Split shipments or revised quantities may result in increased freight charges. If the destination zip code differs from the one listed or if one was not supplied at time of quote, the cost of freight may change.

SHIPMENT: Including transit time, the current estimated lead time is **5-7 WEEKS** from receipt of your completed order (slightly longer for Alaska deliveries). Lead times do not begin until all required order information is received and accepted by SiteLines and after credit has been approved by GameTime. All equipment is delivered unassembled unless otherwise noted.

RECEIPT OF GOODS: **IMPORTANT: Offloading, inventory, inspection, and storage shall be the responsibility of the Buyer.** Freight carrier will call 24 hours in advance to notify you of your delivery date. Upon arrival, truck driver will bring goods to the end of the truck container; offloading to ground is Buyer's responsibility. For large or bulky orders, Buyer may wish to have a forklift and/or additional manpower on hand. For delivery in a truck equipped with a liftgate, call for revised quote prior to submitting order; additional charges will apply. Once offloaded, Buyer shall check the delivered items against the delivery receipt provided by the driver, noting any shortages or damages on the receipt before signing for the delivery. **IMPORTANT! Any shortages or damages not noted on the delivery receipt shall be the Buyer's responsibility.** SiteLines can assist you with your claim against the carrier; please notify SiteLines of any shortages or damages within three business days following delivery.

SAFETY COMPLIANCE: All eligible GameTime equipment and GT-Impax safety surfacing has been designed to meet US CPSC and ASTM safety standards, and has been awarded third-party IPEMA certification for compliance. Validation of compliance can be found at www.IPEMA.org.

WARRANTIES: Manufacturers' standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. SiteLines offers no additional warranties.

TAXES: All orders delivering in Washington are subject to applicable sales tax unless a tax exempt certificate or reseller permit is provided at the time of order placement.

PAYMENT TERMS: Tax-supported Government Agencies: Payment due net 30 days after ship date. All other organizations: Payment required with order by check or credit card (VISA, MC and American Express accepted). Payment terms may be granted to some customers with excellent credit history; completion of GameTime's credit application and approval by GameTime's credit manager is required. 50% deposit will be required for made-to-order custom products and Dynamo products; a 35% deposit will be required for ThemeScapes products. A 1.5% per month finance charge will be imposed on all past due accounts. GameTime products may be invoiced separately from other products & services and shall be payable separately from those services and in advance of project completion. Retainage may not be withheld.

Should you have any questions, please call our office at 800-541-0869 (AK & WA only) or 425-355-5655 or contact your local sales representative. Thank you for choosing SiteLines, and we look forward to the opportunity to serve you.

QUOTE
#60636

07/10/2015

QUOTE ACCEPTANCE: *Acceptance of this proposal shall be made by an authorized agent of your company and indicates your agreement to the terms and conditions stated herein. Please complete and return all pages to SiteLines' corporate office for order processing.*

ACCEPTANCE OF QUOTATION:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

P.O. #: _____

Order Information:

Bill To: _____

Address: _____

City, State, Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Fax: _____

E-Mail: _____

Federal Tax ID #: _____

Ship To: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Phone: _____

Cell phone: _____

E-Mail: _____

Project Owner: _____

Organization: _____

Attn: _____

Address: _____

City, State, Zip: _____

Jobsite Location: _____

Organization: _____

Attn: _____

Address: _____

City, State, Zip: _____

SEND OWNER'S MANUAL TO (no P.O. boxes): ___ BILLING ADDRESS ___ SHIPPING ADDRESS ___ OWNER

DESIRED EQUIPMENT DELIVERY DATE (subject to current delivery lead times): _____

Quote prepared by: Gary Max

Proposal #: 23775
Date: 07/06/2015

RCP SHELTERS, INC.
PROPOSAL/ORDER FORM



Your Local RCP Representative:
SiteLines Park and Playground Products

Attn: Gary Max
 4818 Evergreen Way Suite 200
 Everett, WA 98203

Phone: 425-355-5655
Fax: 425-347-3056
E-mail: max@sitelines.com

2100 SE Rays Way • Stuart, FL 34994
 P: 800-525-0207 • 772-288-3600
 F: 772-288-0207
 info@rcpshelters.com • http://www.rcpshelters.com

Prepared by: Adam Ritter
 adam@rcpshelters.com

Community Park - North Bend, WA

ITEM	QTY	DESCRIPTION	PRICE
A	1.00	Model #: AS-HEX24-04 24' DIA. ALL STEEL HEXAGON SHELTER - WA Engineers Stamp Included.	\$15,366.00
FREIGHT	Delivery to an accessible site. Refer to notes on page 2 for more details.		Included
SALES TAX			Add local tax rate
TOTAL	Total of Item(s) and option(s) selected and freight (if applicable)		\$15,366.00

INCLUDED

- WA certified drawings: includes standard RCP foundation design
- Frame: powder coated tube steel
- Roof Deck: 24 gauge exposed fastener metal roofing
- Hardware: all required fasteners
- Delivery: to an accessible site

NOT INCLUDED

- Unloading
- Concrete
- Concrete embedment (anchor bolts, wire mesh, rebar, etc.)
- Electrical or other cutouts (priced upon request)
- Installation
- *Anything not specifically listed as "Included"*

PRICING NOTES

- Prices valid 30 days.
- Prices subject to change if shipment not taken within 180 days.
- Orders are not subject to cancellation.
- Maximum snow load for this quote is 35 psf. If local code requires higher snow load, RCP reserves the right to re-quote.

INSTALLATION COST SAVING ADVANTAGES

- Column anchor bolts located outside the column tube (easily accessible for installation)
- Factory cut roofing panel end caps (minimal, if any, on site cutting required)
- Factory fabricated roofing seam and corner caps (minimal, if any, on site cutting or fabrication required)
- Metal roofing and powder coating touch up paint included
- When applicable, one-piece, factory welded gable beams vs. numerous piece field assemblies (no on site assembly required)

 (Signature)

 (Print/Title)

 (Date)

Signature confirms acceptance of all pages of this proposal.

RCP SHELTERS, INC.
 PROPOSAL/ORDER FORM (CONTINUED)

2100 SE Rays Way • Stuart, FL 34994
 P: 800-525-0207 • 772-288-3600
 F: 772-288-0207
 info@rcpshelters.com • http://www.rcpshelters.com



Proposal #: 23775

Community Park - North Bend, WA

PROPOSAL NOTES & DETAILS

TERMS & CONDITIONS

- Direct purchase orders from government agencies – Net 30; 1% discount net 10 (deposits not required)

DESIGN / ENGINEERING

- Proposal based on design by RCP Shelters, not necessarily as exact match to bid or architectural drawings.
- RCP designs utilize the minimum number of columns in order to keep the pavilion as open and accessible as possible. Your structure may not reflect the same number of columns, column sizes, or spacing as images on RCP’s website and catalog or preliminary drawing.
- Please allow approximately 2 weeks for engineered drawings after receipt of order and other pertinent design requirements. Custom designs may take 3 weeks or longer, depending on project specific details.
- Design requirements not disclosed prior to proposal, or required revisions resulting from information not disclosed at time of order are subject to additional charge. Common examples:
 - All pertinent foundation information, including but not limited to geotechnical report, maximum depth for water table, minimum depth for frost, or connections to other structures, installations near other structures, or any other site specific request/requirement must be provided with order. Proposal includes standard foundation based on assumed soil values (minimum 2’ diameter & 4’ deep – can be much larger depending on loading conditions and size of structure). Foundations may be designed by others with RCP provided column base reactions. Custom foundation designs may be available for additional charge.
 - Electrical or other custom cutouts not specifically included in the proposal are subject to additional engineering, drafting, and fabrication charges.
- Local code may have requirements that are not the responsibility of RCP (example: NJ architectural stamp).
- Each project is designed for its specific location after receipt of order. Occasionally, engineering determines that materials not included in the proposal are required. Such materials shall be provided by others (example: OSB diaphragm is sometimes required on larger LW-G and bandshell models).
- Owner can pre-purchase engineered drawings, which detail the project specific foundation design and material requirements, with no obligation to purchase the entire structure.

FABRICATION / SHIPPING DETAILS

- Please allow 8 weeks for fabrication after receipt of approved drawings, color selections, and fabrication deposit.
- Proposal price is based on pooled loads.
- Shipping dates are not guaranteed. RCP does not accept orders with penalties or contingent liability.
- Upgrade to dedicated truck or split shipment is available for an additional charge.
- Trucking will call at least 24 hours prior to delivery to make arrangements.
- Unloading by others. RCP recommends non-marring padded slings and padded forks for offloading. Block all materials off ground and cover with moisture resistant paper until installation.

 (Signature)

 (Print/Title)

 (Date)

Signature confirms acceptance of all pages of this proposal.

TECHNICAL SPECIFICATIONS



Quote # 23775

I. DESIGN CRITERIA

Structure shall be designed to be free standing, open air pavilion in conformance with all applicable building code. Manufactured by RCP Shelters: 2100 SE Rays Way, Stuart, FL 34994 • Toll-free: 800-525-0207 • F: 772-288-0207 • <http://www.rcpshelters.com> • info@rcpshelters.com.

II. SCOPE

Structure shall be an all steel pavilion over a 4" minimum thickness reinforced concrete slab. Shelter shall have a clear space, without a center column or open knee bracing. Structure shall be designed by professional engineers. The owner or contractor shall be responsible for unloading, temporary storage, soil testing (if necessary), site preparation, concrete slab, and erection of structures. Owner or contractor is responsible for protection of materials after arrival.

III. COLUMNS

The shelter shall be set on prepared footings. Foundation shall be engineered to manufacturer's design and constructed to local code and good construction practices for the specific site conditions. The structure shall have tube steel corner columns. The columns shall be attached to the top of the concrete foundation by use of anchor bolts, hidden when possible. Anchor bolts shall be provided by owner or contractor.

IV. FRAME

All structural framing of the pavilion shall be structural tube steel with end caps to form a clean, neat appearance with no place for birds to nest or small animals to roost. The compression ring shall be structural steel plate. Since all connections will bolt together, field welding shall not be required. Bolts shall be concealed within the tubing when possible.

V. COLUMN/FRAME FINISH: POWDER COAT

The columns and frame shall be sandblasted to near-white condition, three stage phosphate washed, sealed, epoxy primed, then top coated with TGIC powder. The columns and frame shall be packaged in foam, cardboard, and stretch wrap to protect the finish during transit. The color shall be selected from manufacturer's standard color chart. Field touch up painting shall be required by owner or contractor.

VI. EAVE & PITCH

Eave height shall be minimum 7'-6". Roof pitch shall be 4:12.

VII. ROOFING

The roof system shall be structural 24-gauge exposed fastener Galvalume® panels with 1½" high ribs, 7.2" on center. Ribs shall run with the pitch of the roof for proper drainage. Roof panels shall be 3' wide and precut by the length from the eave to the ridge. Angles shall be factory precut. Matching roof trim & fasteners shall be supplied. Hip and ridge beams shall have cap plates for metal deck bearing, as metal deck cannot structurally bear on beam corner only. Panels and trim shall be pre-painted with the Kynar 500® paint system. Color shall be chosen by owner from the standard color chart, provided upon request.

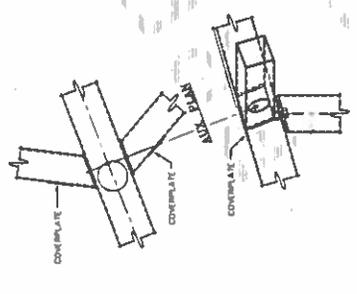
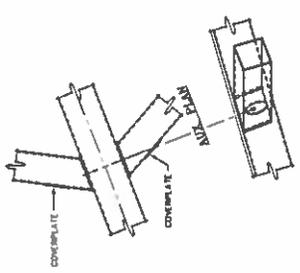
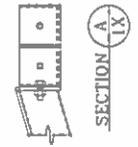
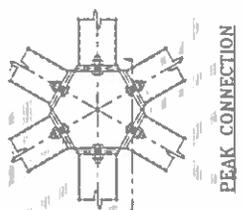
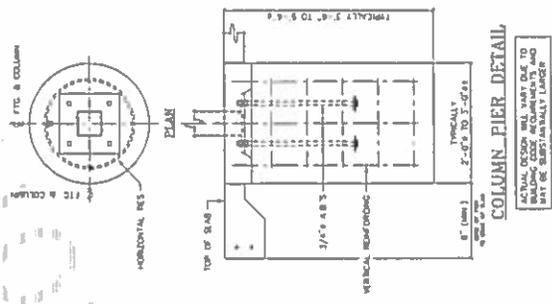
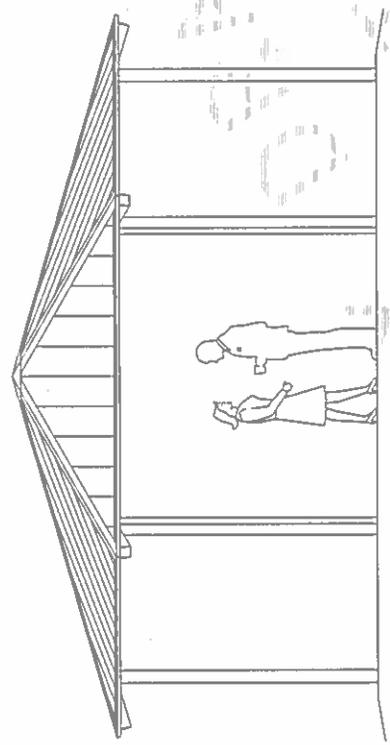
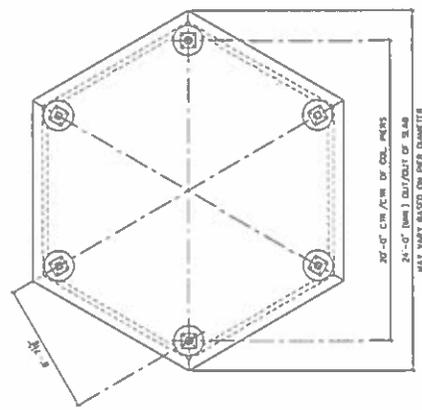
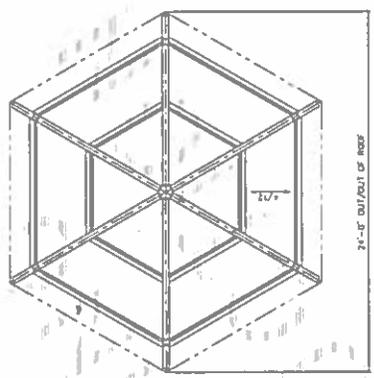
AS-HEX24-04

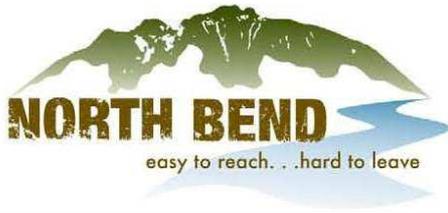
RCP SHELTERS, INC.
 2100 SE RAYS WAY
 STUART, FL 34984
 PO BOX 25
 STUART, FL 34985-0025
 ■ PAVLIONS
 ■ SHELTERS
 ■ RESTROOMS
 ■ HANDSHIELDS
 ■ CONCESSIONS
 ■ MINI-SHELTERS
 ■ KIOSKS
 ■ DUCKOUTS
 Email: info@rcpselters.com
 Fax: 772-288-0207
 Phone: 800-525-0207

2100 SE RAYS WAY
 STUART, FL 34984
 PO BOX 25
 STUART, FL 34985-0025
 ■ PAVLIONS
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IX of IX





City Council Agenda Bill

SUBJECT:	Agenda Date: August 4, 2015	AB15-071
A Resolution Accepting the 415th Way SE Water Line Replacement Project as Complete and Authorizing the Release of Retainage Cost Impact: N/A Fund Source: N/A 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 – Don DeBerg	X

Attachments: Resolution

SUMMARY STATEMENT:

Advertisements for construction bids on the 415th Way SE Water Line Replacement Project were made in May 2014. The City had a bid opening on June 10, 2014 and received six bids, the lowest bid coming from Fury Site Works, Inc. in the amount of \$839,966.64, not including tax. There were four change orders for the project. The following is a summary of costs (not including tax) and contract time for the project:

	Contract Price	Contract Time to Substantial Completion	Contract Time to Physical Completion
Original	\$ 839,966.64	60 Days	70 Days
Change Order #1 – Relocate hydrant to minimize impacts to drainage ditch	\$ 4,400.00	1 Day	1 Day
Change Order #2 – Increase depth of water main to avoid 2 existing culverts	\$ 7,496.89	0 Day	0 Day
Change Order #3 – Increase in contract time due to excessive rock excavation	\$ 0.00	5 Days	5 Days
Change Order #4 – Final reconciliation due to overrun quantities	\$ 46,387.16	0 Day	0 Day
Final	\$ 898,250.69	66 Days	76 Days
Difference	\$ 58,284.05	6 Days	6 Days

The final construction cost for the project was \$898,250.69, not including taxes, or 107% of the original project bid and the project was completed within the allowable working days.

Funding for design, permitting, and construction was supplemented by a Public Works Trust Fund loan in the amount of \$1,226,000 with a 10% match requirement. The matching funds were supplied by the City’s Water account.

City Council Agenda Bill

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.		
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at its July 8, 2015 meeting.		
RECOMMENDED ACTION: MOTION to approve AB15-071, a resolution accepting the 415th Way SE Water Line Replacement Project as complete and authorizing the release of retainage.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 4, 2015		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE CONSTRUCTION WORK FOR THE 415TH WAY SE WATER LINE REPLACEMENT PROJECT AND AUTHORIZING THE RELEASE OF RETAINAGE

WHEREAS, the City received a Public Works Trust Fund (PWTF) loan to provide funds for the 415th Way SE Water Line Replacement Project; and

WHEREAS, the City Council accepted the PWTF funds and committed to providing necessary matching funds via Resolution 1601; and

WHEREAS, the City contracted with Gray and Osborne, Inc, for design services for the 415th Way SE Water Line Replacement Project; and

WHEREAS, upon completion of design, advertisement was made on May 21, 2014 for construction bids; and

WHEREAS, on June 10, 2014, bids were opened at the North Bend City Hall and read aloud at the prescribed time with six (6) bids having been received; and

WHEREAS, the resulting lowest responsive and responsible bidder out of six (6) bids received was Fury Site Works, Inc. at \$839,966.64 plus tax; and

WHEREAS, the construction of the 415th Way SE Water Line Replacement Project was declared Physically Complete on May 8, 2015; and

WHEREAS, the final construction cost of the project was \$898,250.69 plus tax, with four (4) change orders; and

WHEREAS, the City must accept the projects 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 Fury Site Works, Inc. work on the 415th Way SE Water Line Replacement 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 4TH DAY OF AUGUST, 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



City Council Agenda Bill

SUBJECT:		Agenda Date: August 4, 2015	AB15-072	
Motion Authorizing Purchase of a New Air Conditioning System for City Hall		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		
Cost Impact: \$7,801.04				
Fund Source: N/A				
Timeline: Immediate				
Attachments: Invoice				
<p>SUMMARY STATEMENT:</p> <p>The City has a 40+ year old air conditioning unit located on the roof of City Hall which provides air conditioning to the majority of City Hall. This system ceased to operate approximately one (1) month ago. The City had the existing unit inspected by two separate air conditioning specialists and both concluded that the unit could not be repaired and that its useful life was approximately 15 years.</p> <p>The City received two quotes and ordered the low quote of “not to exceed \$8,500” plus sales tax. Under North Bend Municipal Code (NBMC) 3.30.010(B), the City Administrator is authorized to proceed with equipment purchases up to \$15,000 with the consent of the Finance and Administration Council Committee. An email dated July 14, 2015 was sent to all F&A members and all concurred with the purchase.</p> <p>The air conditioning unit was installed on Monday, July 27th and the City recently received the invoice from ReFresh in the amount of \$7,801.04 (including tax).</p> <p>The purpose of this Agenda Bill is because NBMC 3.30.010(D) requires that any purchases over \$7,500 authorized by the F&A Committee be subsequently approved by the City Council.</p>				
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee approved the purchase via email.</p>				
<p>RECOMMENDED ACTION: MOTION to approve AB15-072, authorizing the purchase of a new air conditioning unit for City Hall from ReFresh in the amount of \$7,801.04.</p>				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>		<i>Action</i>		
<i>Vote</i>				
August 4, 2015				

ReFresh

Air Conditioning – Heating – Refrigeration – Kitchen Equipment

PO Box 1226

North Bend, WA 98045

Phone (425) 450-3222 Fax (425) 968-9844

E-Mail: refresh@centurytel.net

City Of North Bend
PO Box 896
NORTH BEND WA 98045

City Of North Bend
126 East 4th Street
NORTH BEND WA 98045

<u>Invoice Date</u>	July 28, 2015	<u>Invoice #</u>	140019
Service Call	Heating and air conditioning		7,163.49

7-27-15 our technicians were on site to remove the failed and then install a new rooftop condensing unit. This condensing unit provides air conditioning for the downstairs offices and entry areas. Technicians from 7am to 3pm. We had previously quoted up to about \$8500.00 for everything except sales tax.

We accept Visa, MasterCard, Discover and American Express.		Subtotal	7,163.49
		Sales Tax	637.55
<u>Due Date</u>	August 27, 2015	<u>Amount Due</u>	7,801.04



City Council Agenda Bill

SUBJECT:		Agenda Date: August 4, 2015	AB15-073	
<p>An Ordinance Creating Chapter 3.33 of the North Bend Municipal Code Providing for the Foreclosure of Delinquent LID and ULID Assessments</p> <p>Cost Impact: N/A</p> <p>Fund Source: N/A</p> <p>Timeline: Immediate</p>		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		X
		City Attorney - Mike Kenyon		X
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		
		Finance – Dawn Masko		
		Public Works – Mark Rigos		
Attachments: Ordinance				
<p>SUMMARY STATEMENT:</p> <p>State law provides for the foreclosure of delinquent local improvement district and utility local improvement district assessments. The City is currently conducting title searches on certain properties having such delinquent assessments. State law requires that the City initiate litigation by a March 1st default date unless the City Council changes such date to one that better works for the City. The City requires additional time to document and prepare title reports. Thus, the attached Ordinance extends the annual deadline for foreclosures to November 1st, as allowed by RCW 35.50.030, in order to allow adequate time for the City to notify delinquent owners and initiate litigation if necessary.</p>				
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Ordinance was considered by the North Bend Council at its work study on July 28, 2015 with a recommendation that it be moved to the August 4, 2015 Council meeting on the consent agenda.</p>				
<p>RECOMMENDED ACTION: MOTION to approve AB15-073, an ordinance creating a new Chapter 3.33 of the North Bend Municipal Code providing for the foreclosure of delinquent LID and ULID assessments, as a first and final reading.</p>				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>		<i>Action</i>		
<i>Vote</i>				
August 4, 2015				

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, CREATING A NEW NORTH BEND MUNICIPAL CODE CHAPTER 3.33 TO BE ENTITLED “LOCAL IMPROVEMENT DISTRICTS AND UTILITY LOCAL IMPROVEMENT DISTRICTS”, AND ADOPTING A PROVISION THEREIN FOR THE FORECLOSURE OF DELINQUENT LID AND ULID ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council desires to adopt a provision to codify the foreclosure of delinquent local improvement district and utility local improvement district assessments; and,

WHEREAS, the City Council desires to extend the annual deadline for foreclosures, as allowed by RCW 35.50.030, in order to allow adequate time for the City to notify delinquent owners and initiate litigation if necessary;

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

Section 1. New NBMC Chapter 3.33 (Local Improvement Districts and Utility Local Improvement Districts) Created: A new North Bend Municipal Code Chapter 3.33 is created to be entitled “Local Improvement Districts and Utility Local Improvement Districts”).

Section 2. New NBMC Section 3.33.010 (Foreclosure of delinquent LID and ULID assessments), Adopted: A new North Bend Municipal Code Section 3.33.010 (Foreclosure of delinquent LID and ULID assessments) is hereby adopted to read as follows:

3.33.010 Foreclosure of delinquent LID and ULID assessments.

When any local improvement district (LID) or utility local improvement district (ULID) assessment is payable in installments, upon failure to pay any installment due, the assessment shall become immediately due and payable, and the collection thereof shall be enforced by foreclosure. The payment of all delinquent installments, together with interest, penalty and costs, at any time before the entry of judgment in foreclosure shall extend the time of payment

on the remainder of the assessment installments as if there had been no delinquency or foreclosure. Foreclosure proceedings may be commenced at any time on or before November 15, unless otherwise provided in the LID or ULID ordinance itself, of the year in which, on the first day of January of such year, two installments of any local improvement district or utility local improvement district assessment were delinquent or the final installment was delinquent for more than one year. In case of foreclosure, there shall be added to the costs and expenses provided by Chapter 35.50 RCW, such reasonable attorneys' fees as the court may adjudge to be equitable, and the amount thereof shall be apportioned to each delinquent assessment or installment appearing on that roll. When one or more delinquent installment is paid before the foreclosure proceedings are completed, payment of such costs shall be a prerequisite to the City's dismissal of such proceedings unless otherwise ordered by the court.

Section 2. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date: This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF AUGUST, 2015.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

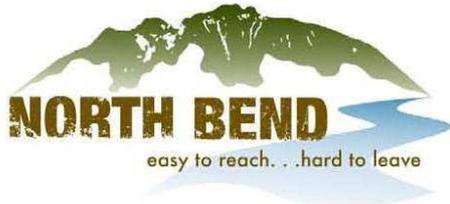
Published:
Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: August 4, 2015		AB15-074																	
A Motion Authorizing Charge-off of Uncollected Stormwater and Floodplain Management Delinquency Fees and Penalties as Authorized by NBMC 13.40.180 Cost: N/A Fund Source: 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/Beth Wright				X															
		Public Works – Mark Rigos																			
Attachments:																					
<p>SUMMARY STATEMENT:</p> <p>NBMC 13.40.180 (Charge-off of uncollectible utility charges) states the following:</p> <p>The finance director, or his/her designee, may charge off any utility charge, penalty, or interest that is owed by a ratepayer, if the finance director, or his/her designee, reasonably ascertains that the cost of collecting such amounts would be greater than the total amount that is owed or likely to be collected from the ratepayer. Charge-offs in excess of \$500.00 shall first require City Council approval.</p> <p>After careful review of existing Stormwater & Floodplain Management Accounts, Finance Department staff concluded the following two accounts in excess of \$500.00 meet the criteria established by NBMC for charge-off:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ACCOUNT NUMBER</th> <th style="text-align: center;">OWNER</th> <th style="text-align: center;">DESCRIPTION</th> <th style="text-align: center;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">7428.0</td> <td>Lynelle Dennis</td> <td>Delinquency Fees and Penalties</td> <td style="text-align: right;">\$788.12</td> </tr> <tr> <td style="text-align: center;">7702.0</td> <td>Tevis Moore</td> <td>Delinquency Fees and Penalties</td> <td style="text-align: right; border-bottom: 1px solid black;">\$855.03</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">TOTAL</td> <td style="text-align: right;">\$1,643.15</td> </tr> </tbody> </table> <p>Staff requests Council consider charge-off of the above accounts as authorized by NBMC 13.40.180 to remove the fees which total \$1,643.15.</p>						ACCOUNT NUMBER	OWNER	DESCRIPTION	AMOUNT	7428.0	Lynelle Dennis	Delinquency Fees and Penalties	\$788.12	7702.0	Tevis Moore	Delinquency Fees and Penalties	\$855.03			TOTAL	\$1,643.15
ACCOUNT NUMBER	OWNER	DESCRIPTION	AMOUNT																		
7428.0	Lynelle Dennis	Delinquency Fees and Penalties	\$788.12																		
7702.0	Tevis Moore	Delinquency Fees and Penalties	\$855.03																		
		TOTAL	\$1,643.15																		
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this item at its July 7, 2015 meeting and recommended approval and placement on the consent agenda.</p>																					
<p>RECOMMENDED ACTION: MOTION to approve AB15-074, authorizing the charge-off of Stormwater and Floodplain Management delinquency fees and penalties in the amount of \$788.12 from account 7428.0 and \$855.03 from Account 7702.0.</p>																					
RECORD OF COUNCIL ACTION																					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>																	
August 4, 2015																					



City Council Agenda Bill

SUBJECT:		Agenda Date: August 4, 2015		AB15-075	
<p>An Ordinance Amending the 2015-2016 Budget Ordinance 1545 to Reflect Changes in Revenues and Expenditures</p> <p>Cost Impact: N/A</p> <p>Fund Source: Multiple</p> <p>Timeline: Immediate</p>		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			
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 primarily 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 Reserved and Unreserved designations as required by the Washington State Auditor’s Office. • Decrease appropriation in the General Fund (001) due to the delay in bringing on a permanent 8th police officer until 2016. • Increase appropriation in the General Fund (001) for increased public defender and prosecutor services related to enhanced policing efforts. • Reverse the appropriation in the General Fund (001) for the City’s contribution towards Swing Rock Ethnographic Study as directed by the City Council. • Increase appropriation in the General Fund (001) for Building Inspector computer, replacement printer, and new CEDD copier lease. • Increase appropriation in the General Fund (001) for 2014 transient camp patrols and extra emphasis patrols by the Snoqualmie Police Department as previously authorized. • Increase appropriation in the General Fund (001) for HVAC system repairs. 					

City Council Agenda Bill

- Increase appropriation in the Economic Development Fund (108) for the purchase of signage at the Visitor Information Center as approved at the April 21 Council meeting.
- Create appropriations for the 2015 LTGO Bond Redemption Fund (218) as a result of the recent bond refinancing.
- Adjust appropriations in the Municipal Projects Fund (310) to recognize anticipated 2015 project expenditures, and to appropriate transfers from other funds to support municipal projects.
- Increase appropriations in the Capital Improvement (REET) Fund (320) for debt service payments for Tollgate refinanced debt and for transfer to Downtown Plaza CIP project.
- Recognize revenue in the Sewer Fund (402) from the partial settlement of the Wastewater Treatment Plant dryer claim.
- Recognize receipt of grant funds in the Utility Funds.
- Increase appropriation in the Water Fund (401) for the 415th Water Main Replacement capital project.
- Increase appropriation in the Sewer Fund (402) for the Wastewater Treatment Plant capital improvement projects.
- Increase appropriation in the Storm Utility Fund (404) for the design of the NE 12th Street Reconstruction capital project.
- Recognize grant revenues in the Solid Waste & Recycling Fund (405) and increase appropriation for yard waste recycling events.

COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this ordinance at their July 7th meeting and recommend adoption.

RECOMMENDED ACTION: **MOTION to approve AB15-075, 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>
August 4, 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 revised the budget pursuant to Ordinance No. 1550; and

WHEREAS, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 1545 and amended in Ordinance No. 1550; and

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

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

Section 1. The 2015 Budget, as amended in Ordinance No. 1550, 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 4TH DAY OF AUGUST, 2015.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

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	\$ 7,066,805	\$ 10,950	\$ 7,077,755	\$ 6,145,879	\$ 20,342	\$ 6,166,221	\$ 911,534
Subtotal General Fund	7,066,805	10,950	7,077,755	6,145,879	20,342	6,166,221	911,534
Special Revenue							
101 Street	691,493	-	691,493	691,493	-	691,493	-
102 Capital Streets	330,698	38,321	369,019	290,583	54,248	344,831	24,188
103 Streets Overlay	161,608	11,825	173,433	40,000	-	40,000	133,433
106 Mitigation & Impact Fees	1,198,251	35,300	1,233,551	151,302	3,002	154,304	1,079,247
107 Hotel/Motel Tax	13,420	-	13,420	9,000	-	9,000	4,420
108 Economic Development	112,738	10,450	123,188	112,738	10,450	123,188	-
116 Park Capital Improvement	127,468	-	127,468	65,082	-	65,082	62,386
125 Developer Projects (CED)	478,499	-	478,499	351,530	-	351,530	126,969
Subtotal Special Revenue Funds	3,114,175	95,896	3,210,071	1,711,728	67,700	1,779,428	1,430,643
Debt Service							
215 2010 LTGO Debt - Tollgate	194,576	-	194,576	194,576	-	194,576	-
216 2011 Fire Station Bond Redemption	362,227	-	362,227	183,700	-	183,700	178,527
217 2012 LTGO TBD Bond Redemption	160,396	-	160,396	148,400	-	148,400	11,996
218 2015 LTGO Bond Redemption	-	37,359	37,359	-	37,359	37,359	-
240 PWTF Loan Debt Service	-	-	-	-	-	-	-
Subtotal Debt Service Funds	717,199	37,359	754,558	526,676	37,359	564,035	190,523
Total Operating Funds	10,898,179	144,205	11,042,384	8,384,283	125,401	8,509,684	2,532,700
Capital Improvement							
310 Municipal Projects	1,700,111	106,112	1,806,223	988,937	57,096	1,046,033	760,190
320 Capital Improvement (REET)	865,931	-	865,931	385,866	110,126	495,992	369,939
Subtotal Capital Improv. Fund	2,566,042	106,112	2,672,154	1,374,803	167,222	1,542,025	1,130,129
Enterprise							
401 Water Operations & Capital	4,246,205	12,265	4,258,470	1,529,880	163,290	1,693,170	2,565,300
402 Sewer Operations & Capital	3,458,207	209,426	3,667,633	1,871,975	559,928	2,431,903	1,235,730
404 Storm Operations & Capital	1,402,936	62,389	1,465,325	720,064	24,363	744,427	720,898
404 Flood Operations	734,193	(19,959)	714,234	124,276	844	125,120	589,114
405 Solid Waste & Recycling Operations	212,435	17,067	229,502	37,002	3,552	40,554	188,948
450 ULID #6 Construction	-	-	-	-	-	-	-
451 ULID #6 Revenue Bond Redemption	3,680,869	-	3,680,869	1,498,913	-	1,498,913	2,181,956
452 ULID #6 Revenue Bond Reserve	1,783,691	-	1,783,691	-	-	-	1,783,691
Subtotal Enterprise Funds	15,518,536	281,188	15,799,724	5,782,110	751,977	6,534,087	9,265,637
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	69,970	-	69,970	5,950	6,200	12,150	57,820
Subtotal Internal Service Fund	934,537	-	934,537	498,089	6,200	504,289	430,248
Total Budget	\$ 29,917,294	\$ 531,505	\$ 30,448,799	\$ 16,039,285	\$ 1,050,800	\$ 17,090,085	\$ 13,358,714

**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 - 10% Reserved	001-000-000-308-10-00-00	\$ (493,008)	Administration - Personnel Benefits	001-000-013-513-10-20-00	\$ 234
Beginning Fund Balance - 10% Reserved	001-000-000-308-80-00-04	493,008	Administration - Replacement printer	001-000-013-513-10-35-00	500
Railroad Franchise Fee	001-000-000-321-91-00-00	3,000	Finance - Personnel Benefits	001-000-014-514-20-20-00	4,485
GMA Grants	001-000-000-334-04-20-00	4,500	Legal - Public Defender Services	001-000-015-515-30-41-03	35,000
Doorway Grant - Cascade Covenant	001-000-000-367-11-00-08	1,000	Legal - Prosecutor Services	001-000-015-515-30-41-05	1,500
Street Vacation Reimbursement	001-000-000-367-11-00-09	2,450	Cingular Settlement Agreement	001-000-015-515-30-49-01	1,637
			City Hall HVAC System	001-000-018-594-18-64-00	9,260
			Police Department - Community Outreach supplies	001-000-021-521-10-31-00	500
			Police Department - Phone Service	001-000-021-521-10-42-00	1,375
			Police Department - final King County charges	001-000-021-521-20-51-01	338
			8th Police Officer - Snoqualmie PD - prorated	001-000-021-521-20-51-03	(72,722)
			Police Department - 2014 Transient Camp Patrols	001-000-021-521-20-51-03	8,231
			Police Department - 2014 Extra Emphasis Patrols	001-000-021-521-20-51-03	17,024
			Police Department - Graffiti removal	001-000-021-521-20-48-00	2,500
			CED Department - new copier lease	001-000-024-524-20-45-00	415
			Building - Computer for Building Inspector	001-000-024-594-24-64-00	1,200
			Reverse Ethnographic Swing Rock Study (1st Qtr Adjust)	001-000-056-576-90-41-03	(2,000)
			CED Department - new copier lease	001-000-058-558-60-45-00	415
			Transfer to Economic Development Fund (108)	001-000-000-597-52-00-01	10,450
Total General Fund Adjustment		\$ 10,950	Total General Fund Adjustment		\$ 20,342
			Capital Streets Fund (102)		
Beginning Fund Balance - Reserved	102-000-000-308-10-00-00	\$ 129,123	Transfer to CIP Fund - Downtown Plaza (310-100-004)	102-000-000-597-95-00-14	\$ 35,871
Beginning Fund Balance - Unreserved	102-000-000-308-80-00-00	(129,123)	Transfer to 2015 LTGO Bond Redemption (Fund 218)	102-000-000-597-95-61-01	17,752
Street Vacation Reimbursement	102-000-000-367-11-00-00	2,450	Transfer to NE 12th St Reconstruction (310-100-009)	102-000-000-597-95-63-15	625
Trans from CIP Fund - NBWay Sidewalks (310-000-044)	102-000-000-397-95-00-12	35,871			
Total Streets Capital Fund Adjustment		\$ 38,321	Total Streets Capital Fund Adjustment		\$ 54,248
			Streets Overlay Fund (103)		
Beginning Fund Balance - Reserved	103-000-000-308-10-00-00	\$ 61,608	Streets Overlay Fund (103)		
Beginning Fund Balance - Unreserved	103-000-000-308-80-00-00	(61,608)			
TIB Grant - NW Way - Torguson - 436th	103-000-003-334-03-80-00	11,825			
Total Streets Overlay Fund Adjustment		\$ 11,825	Total Streets Overlay Fund Adjustment		\$
			Impact Fees & Mitigation Fund (106)		
Beginning Fund Balance - Reserved	106-100-000-308-10-00-00	\$ 178,301	Impact Fees & Mitigation Fund (106)		
Beginning Fund Balance - Unreserved	106-100-000-308-80-00-00	(178,301)	Transfer to CIP Fund - Torguson Park Trails (310-200-001)	106-200-000-597-00-00-04	\$ 3,002
Beginning Fund Balance - Parks - Reserved	106-200-000-308-10-00-00	523,279			
Beginning Fund Balance - Parks - Unreserved	106-200-000-308-80-00-00	(523,279)			
Beginning Fund Balance - Fire - Reserved	106-300-000-308-10-00-00	184,987			
Beginning Fund Balance - Fire - Unreserved	106-300-000-308-80-00-00	(184,987)			
Beginning Fund Balance - Mitigation - Reserved	106-400-000-308-10-00-00	3,772			
Beginning Fund Balance - Mitigation - Unreserved	106-400-000-308-80-00-00	(22,495)			
Beginning Fund Balance - Maloney Grove - Reserved	106-400-001-308-10-00-00	18,723			
Beginning Fund Balance - Maloney Grove - Unreserved	106-400-001-308-80-00-00	34,500			
Mitigation Pmt - Miner's Ridge (in lieu of Park Improve)	106-400-002-308-10-00-00	7,532			
Beginning Fund Balance - Alley Imp - Reserved	106-400-002-308-80-00-00	(7,532)			
Beginning Fund Balance - Alley Imp - Unreserved	106-400-002-308-80-00-00	(7,532)			

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

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
Beginning Fund Balance - Tree Replacement	106-500-000-308-10-00-00	5,350			
Beginning Fund Balance - Tree Replace - Unreserved	106-500-000-308-80-00-00	(5,350)			
Tree Replacement Mitigation Payment	106-500-000-345-89-00-00	800			
Total Impact Fees & Mitigation Fund Adjustment		\$ 35,300	Total Impact Fees & Mitigation Fund Adjustment		\$ 3,002
Hotel/Motel Tax Fund (107)			Hotel/Motel Tax Fund (107)		
Beginning Fund Balance - Reserved	107-000-000-308-10-00-00	\$ 4,420			
Beginning Fund Balance - Unreserved	107-000-000-308-80-00-00	(4,420)			
Total Hotel/Motel Tax Fund Adjustment		\$ -	Total Hotel/Motel Tax Fund Adjustment		\$ -
Economic Development Fund (108)			Economic Development Fund (108)		
Transfer from General Fund	108-000-000-397-52-00-01	\$ 10,450	Visitor Information Center Operating Agreement	108-000-000-557-30-41-03	\$ 8,500
			Technology Support	108-000-000-557-30-41-04	(1,500)
			Marketing Materials	108-000-000-557-30-41-05	(6,500)
			Miscellaneous	108-000-000-557-30-49-00	(500)
			Visitor Information Center signage	108-000-000-594-58-63-00	10,450
Total Economic Development Fund Adjustment		\$ 10,450	Total Economic Development Fund Adjustment		\$ 10,450
Park Capital Improvement Fund (116)			Park Capital Improvement Fund (116)		
Beginning Fund Balance - Reserved	116-000-000-308-10-00-00	\$ 22,230			
Beginning Fund Balance - Unreserved	116-000-000-308-80-00-00	(22,230)			
Beginning Fund Balance - Parks Levy - Reserved	116-100-000-308-10-00-00	42,593			
Beginning Fund Balance - Parks Levy - Unreserved	116-100-000-308-80-00-00	(42,593)			
Total Park Capital Improvement Fund Adjustment		\$ -	Total Park Capital Improvement Fund Adjustment		\$ -
Development Projects Fund (125)			Development Projects Fund (125)		
Beginning Fund Balance - Reserved	125-000-000-308-10-00-00	\$ 123,499			
Beginning Fund Balance - Unreserved	125-000-000-308-80-00-00	(123,499)			
Total Developer Projects Fund Adjustment		\$ -	Total Developer Projects Fund Adjustment		\$ -
2011 Fire Station Bond Redemption Fund (216)			2011 Fire Station Bond Redemption Fund (216)		
Beginning Fund Balance - Reserved	216-000-000-308-10-00-00	\$ 175,277			
Beginning Fund Balance - Unreserved	216-000-000-308-80-00-00	(175,277)			
Total 2011 Fire Station Bond Redemption Fund Adjustment		\$ -	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 - Reserved	217-000-000-308-10-00-00	\$ 12,096			
Beginning Fund Balance - Unreserved	217-000-000-308-80-00-00	(12,096)			
Total 2012 LTGO TBD Bond Redemption Fund Adjustment		\$ -	Total 2012 LTGO TBD Bond Redemption Fund Adjustment		\$ -
2015 LTGO Bond Redemption Fund (218)			2015 LTGO Bond Redemption Fund (218)		
Transfer from Capital Imp (REET) Fund (320) - Tollgate	218-000-000-397-00-00-00	\$ 19,607	2015 Tollgate Bonds - Principal	218-000-000-591-76-71-00	\$ 9,800
Transfer from Capital Streets Fund (102)	218-000-000-397-00-00-01	17,752	2015 LTGO Bonds - Principal	218-000-000-591-76-71-01	8,874
			2015 Tollgate Bonds - Interest	218-000-000-592-76-83-00	9,462
			2015 LTGO Bonds - Interest	218-000-000-592-76-83-01	8,568
			2015 LTGO - Debt Service Costs	218-000-000-592-76-89-00	655
Total 2015 LTGO Bond Redemption Fund Adjustment		\$ 37,359	Total 2015 LTGO Bond Redemption Fund Adjustment		\$ 37,359
Municipal Projects Fund (310)			Municipal Projects Fund (310)		

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

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
Beginning Fund Balance - Tanner Trail - Reserved	310-000-040-308-10-00-00	\$ 10,563	Trans to Capital Streets (102) from 310-000-044 project	310-000-044-597-00-00-00	\$ 35,871
Beginning Fund Balance - Tanner Trail - Unreserved	310-000-040-308-80-00-00	(10,563)	Refund Federal/WSDOT Grant	310-100-004-589-64-00-00	21,225
WASDOT Grant - NB Way/Park Roundabout	310-100-003-333-20-00-00	11,597			
Transfer from Capital Streets Fund (102)	310-100-004-397-00-00-02	35,871			
Transfer from Cap Improvement (REET) Fund (320)	310-100-004-397-00-00-03	90,519			
BFB - NBW/Cedar Falls Roundabout - Reserved	310-100-005-308-10-00-00	3,177			
BFB - NBW/Cedar Falls Roundabout - Unreserved	310-100-005-308-80-00-00	(3,177)			
BFB - Cedar Falls Sidewalk - Reserved	310-100-007-308-10-00-00	120,236			
BFB - Cedar Falls Sidewalk - Unreserved	310-100-007-308-80-00-00	(120,236)			
BFB - Bendigo@Park Turn Lane - Reserved	310-100-008-308-10-00-00	160,999			
BFB - Bendigo@Park Turn Lane - Unreserved	310-100-008-308-80-00-00	(160,999)			
Transfer from Capital Streets Fund (102)	310-100-009-397-95-63-01	625			
Transfer from Stormwater Capital Fund (404-500)	310-100-009-397-31-63-01	(32,500)			
BFB - WH Taylor Park Entry - Reserved	310-200-002-308-10-00-00	5,016			
BFB - WH Taylor Park Entry - Unreserved	310-200-002-308-80-00-00	(5,016)			
BFB - Tonguson Park Bathrooms - Reserved	310-200-003-308-10-00-00	250,492			
BFB - Tonguson Park Bathrooms - Unreserved	310-200-003-308-80-00-00	(250,492)			
BFB - EJ Roberts Park Bridge - Reserved	310-200-004-308-10-00-00	27,896			
BFB - EJ Roberts Park Bridge - Unreserved	310-200-004-308-80-00-00	(27,896)			
BFB - 2012 LTGO TIP/TBD - Reserved	310-901-000-308-10-00-00	51,297			
BFB - 2012 LTGO TIP/TBD - Unreserved	310-901-000-308-80-00-00	(51,297)			
Total Municipal Projects Fund Adjustment		\$ 106,112	Total Municipal Projects Fund Adjustment		\$ 57,096
Capital Improvements (REET) Fund (320)			Capital Improvements (REET) Fund (320)		
Beginning Fund Balance - Reserved	320-000-000-308-10-00-00	\$ 585,931	Transfer to NB Way/Park Roundabout (310-100-003)	320-000-000-591-76-72-01	\$ (19,045)
Beginning Fund Balance - Unreserved	320-000-000-308-80-00-00	(585,931)	Transfer to NB Way/Park Roundabout (310-100-003)	320-000-000-591-76-72-01	19,045
			Transfer to 2015 LTGO (Tollgate) (Fund 218)	320-000-000-597-76-00-12	19,607
			Transfer to CIP Fund - Downtown Plaza (310-100-004)	320-000-000-597-95-63-06	90,519
Total Capital Improvements (REET) Fund Adjustment		\$ -	Total Capital Improvements (REET) Fund Adjustment		\$ 110,126
Water Operations & Capital Fund (401)			Water Operations & Capital Fund (401)		
Insurance Recoveries	401-000-000-398-00-00-00	\$ 12,265	Water Operations - Personnel Benefits	401-000-000-534-10-20-00	\$ 1,946
			415th Water Main Replacement project	401-200-003-594-34-63-00	161,346
Total Water Operations & Capital Fund Adjustment		\$ 12,265	Total Water Operations & Capital Fund Adjustment		\$ 163,290
Sewer Operations & Capital Fund (402)			Sewer Operations & Capital Fund (402)		
Interfund Loan Interest	402-000-000-361-40-82-00	\$ 155	Sewer Operations - Personnel Benefits	402-000-000-535-10-20-00	\$ 1,946
Insurance Recoveries - Dryer Fire Claim - partial	402-000-000-372-20-00-00	114,251	2015 LTGO (Sewer Property) (218 Fund) - Principal	402-000-000-591-35-71-01	1,326
Interfund Loan Principal	402-000-000-381-20-79-00	87,590	2015 LTGO (Sewer Property) (218 Fund) - Interest	402-000-000-592-35-83-09	1,280
Insurance Recoveries - Capital Assets - Dryer Claim	402-500-000-372-20-00-00	7,430	2015 LTGO (Sewer Property) (218 Fund) - Debt Costs	402-000-000-592-35-89-00	45
			WWTP Critical Improvements - Design & Construction	402-500-005-594-35-63-00	542,668
			WWTP Critical Improvements - Retainage	402-500-005-594-35-63-01	12,668
Total Sewer Operations & Capital Fund Adjustment		\$ 209,426	Total Sewer Operations & Capital Fund Adjustment		\$ 559,928

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

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
Storm Operations & Capital Fund (404)			Storm Operations & Capital Fund (404)		
Beginning Fund Balance - Capital - Reserved	404-500-000-308-10-00-00	\$ 1	Storm Operations - Personnel Benefits	404-000-000-531-31-20-00	\$ 1,103
Beginning Fund Balance - Capital - Unreserved	404-500-000-308-80-00-00	19,959	NE 12th St Reconstruction Design	404-500-000-594-31-63-00	23,260
TIB Grant - NB Way - Down to Orchard - Storm Drain	404-500-004-334-03-80-00	42,429			
Total Storm Operations & Capital Fund Adjustment		\$ 62,389	Total Storm Operations & Capital Fund Adjustment		\$ 24,363
Flood Operations Fund (404-100)			Flood Operations Fund (404-100)		
Beginning Fund Balance - Operations - Unreserved	404-100-000-308-80-00-00	\$ (19,959)	Flood - Personnel Benefits	404-100-000-531-91-20-00	\$ 844
Total Flood Operations Fund Adjustment		\$ (19,959)	Total Flood Operations Fund Adjustment		\$ 844
Solid Waste & Recycling Operations Fund (405)			Solid Waste & Recycling Operations Fund (405)		
WA DOE - Solid & Hazardous Recycling Grant	405-000-000-334-03-10-00	\$ (5,000)	Solid Waste - Personnel Benefits	405-000-000-537-10-20-00	\$ 52
King County Recycling Grant - Cleanup Day	405-000-000-337-07-00-00	9,546	Yard Waste Collection	405-000-000-537-60-47-01	3,500
Local Hazardous Waste Management Program	405-000-000-337-07-02-00	6,489			
WA DOE - Solid & Hazardous Recycling Grant	405-000-000-374-03-10-00	6,032			
Total Solid Waste & Recycling Operations Fund Adjustment		\$ 17,067	Total Solid Waste & Recycling Operations Fund Adjustment		\$ 3,552
ULID #6 Bond Redemption Fund (451)			ULID #6 Bond Redemption Fund (451)		
Beginning Fund Balance - Reserved	451-000-000-308-10-00-00	\$ 1,858,369			
Beginning Fund Balance - Unreserved	451-000-000-308-80-00-00	(1,858,369)			
Total ULID #6 Bond Redemption Fund Adjustment		\$ -	Total ULID #6 Bond Redemption Fund Adjustment		\$ -
Technology Operations Fund (501)			Technology Operations Fund (501)		
Total Technology Operations Fund Adjustment		\$ -	Total Technology Operations Fund Adjustment		\$ 6,200
GRAND TOTAL - REVENUE ADJUSTMENTS		\$ 531,505	GRAND TOTAL - EXPENDITURE ADJUSTMENTS		\$ 1,050,800



City Council Agenda Bill

SUBJECT:		Agenda Date: August 4, 2015		AB15-076		
Motion Authorizing Blanket Purchase Order with HD Supply Waterworks		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: N/A						
Fund Source: Water Fund						
Timeline: Immediate						
Attachments:						
<p>SUMMARY STATEMENT:</p> <p>The City utilizes standardized Neptune water meters with the water system’s Automated Meter Reading (AMR) and route management hardware and software. Meters from other manufacturers are not compatible with the systems currently in use. Neptune water meters are only available from the local distributor HD Supply Waterworks, who has been deemed the exclusive, sole source vendor. Neptune’s warranties are valid only through HD Supply.</p> <p>The City routinely purchases maintenance, repair and operating supplies including new water meters, replacement meters, and meter parts and accessories for the City’s water system from HD Supply Waterworks. The City’s current purchasing policies require City Council approval for any contract or purchase order exceeding \$7,500. Staff estimates that it will spend approximately \$15,000 from HD Supply for the remainder of 2015 for these routine purchases. Sufficient funds have already been appropriated within the Water Fund for these purchases.</p> <p>Staff is requesting approval of a blanket purchase order with HD Supply Waterworks, a sole source vendor, in an amount not to exceed \$15,000 for the remainder of 2015.</p>						
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this item at its July 7, 2015 meeting and recommended approval and placement on the consent agenda.</p>						
<p>RECOMMENDED ACTION: MOTION to approve AB15-076, authorizing a blanket Purchase Order with HD Supply Waterworks in an amount not to exceed \$15,000.</p>						
RECORD OF COUNCIL ACTION						
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>		
August 4, 2015						



City Council Agenda Bill

SUBJECT:		Agenda Date: August 4, 2015	AB15-077
Appointment to the Parks, Recreation and Beautification Commission		Department/Committee/Individual	
		Mayor Ken Hearing	X
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	
		Public Works – Mark Rigos	
Cost Impact:			
Fund Source:			
Timeline:			
Attachments:			
<p>SUMMARY STATEMENT:</p> <p>In 2007 the Council passed Ordinance 1277 which amended Parks Commission membership and established a youth position as set forth below.</p> <p><u>Section 1. NBMC 2.24.020 (Membership), Amended:</u> North Bend Municipal Code Section 2.24.020 (Membership) reads in part:</p> <p style="padding-left: 40px;">2.24.020 Membership. “One member shall be a resident of the Snoqualmie Valley School District enrollment area, shall be between the ages of 16 and 18 years at the time of appointment, and shall have full voting rights.”</p> <p>On August 19, 2014 Ethan Duvall was appointed to Parks Commission Youth Member Position No. 5 to fill the vacancy left as a result of the expiring term of Aubrey McMichael. Since that time, Mr. Duvall has enthusiastically served in his position and has indicated he would like to continue to serve his community for another term as Youth Member to the Parks Commission.</p> <p>Mayor Hearing is recommending the reappointment of Mr. Ethan Duvall to Youth Position No. 5 on the Parks Commission, term expiring August 31, 2016.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
<p>RECOMMENDED ACTION: MOTION to approve AB15-077, confirming the reappointment of Ethan Duvall to Parks Commission Youth Member Position No. 5, term expiring August 31, 2016.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 4, 2015			



City Council Agenda Bill

SUBJECT:	Agenda Date: August 4, 2015	AB15-078
Public Hearing and Resolution Adopting Water Use Efficiency Goals	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 – Don DeBerg	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		

Attachments: Resolution, Public Hearing Notice

SUMMARY STATEMENT:

Requirements

Per state law, water purveyors that serve more than 1,000 connections are required to establish and monitor Water Use Efficiency (WUE) goals for their customers. These goals are required to be established at least every 6 years through a public hearing process.

Previous Customer Goal

The most recent customer (demand side) goals set by the City were adopted via Resolution 1373 in June 2009. The goal was to reduce per-capita water use by five gallons per day within a three year period. At the time that goal was set, per capita use was 80 gallons per day. As of 2012, the average per-capita use for single family residences had fallen to approximately 68 gallons per day, far exceeding our goal.

WUE Measures Currently Implemented

As previously stated, our current water use efficiency measures were to reduce the per capita water use for single family residences by 5 gallons per month in a three-year timeframe. The customers successfully met that goal.

WUE Measures That Have Been Evaluated

City staff evaluated the potential of placing goals on the commercial users, but chose not to do so because single family users account for 53% of total water use and 84% of all accounts in the City. There is more room for improvement in the single family usage.

Education Campaign

The City educates their customers by including WUE tips in the annual consumer confidence report. This report is included in our regular utility billing once per year. During dry years a press release is also disbursed to remind our customers of the importance of conserving water.

Projected Water Savings

The City currently has 1,625 active single family accounts. By reducing their water use by 5 gallons per customer per day, we can save approximately 7.7 million gallons of water per year, or enough water to fill 12 Olympic-sized swimming pools.

Program Evaluation

Staff will evaluate the success of the implemented goals yearly in preparation of the annual WUE Report. The previous year’s water use will be calculated and the result compared to the goal. If staff feels that progress is dwindling, we will inform customers by adding that information to the annual consumer

City Council Agenda Bill

confidence report.

Distribution System Leakage

The City evaluates distribution system leakage on an annual basis in preparation for submitting the WUE Report. The Washington State Department of Health (DOH) has set a goal of 10% maximum unaccounted for water in the previous three years. Our current 3-year rolling average is 8.3%, within the DOH's standard. The City is actively working to reduce distribution system leakage by replacing aging asbestos cement pipes with more robust ductile iron pipes. The 415th water line replacement project replaced approximately 4,300 linear feet of AC pipe and was completed in May 2015. The mainline on 412th Ave. SE has been identified as our next major water line replacement project and design will begin in 2015 to replace that project.

Previous Annual WUE Reports

The City's previous reports can be viewed online at: <https://fortress.wa.gov/doh/eh/portal/odw/si/FindWaterSystem.aspx> and searching for water system ID number 60100.

Water Supply Characteristics/Demand Forecasts

The water supply characteristics and demand forecasts are explained in the City's Water System Plan, written in 2010 by Gray and Osborne. A copy of this plan is available for inspection at the City's Public Works office located at 1155 East North Bend Way.

Staff Recommendation

Staff recommends adopting the proposed demand-side WUE goal of reducing per capita annual average water use for single family accounts from 57 gallons per day to 52 gallons per day in six years.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee via email and recommended for approval.

RECOMMENDED ACTION: **MOTION to approve AB15-078, a resolution adopting Water Use Efficiency Goals.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 4, 2015		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING WATER USE EFFICIENCY GOALS

WHEREAS, the Washington State Legislature passed Engrossed Second Substitute House Bill 1338 in 2003, better known as the Municipal Water Law, to address the increasing demand on our state's water resources; and

WHEREAS, the law established that all municipal water suppliers must use water more efficiently in exchange for water right certainty and flexibility to help them meet future demands, and directing the Department of Health to adopt an enforceable Water Use Efficiency Program, which became effective on January 22, 2007; and

WHEREAS, the Water Use Efficiency Program states "you must set your own goals through a public process [WAC 246-290-830(4)(a)]", the deadline for the first goal being January 22, 2008 for municipal water suppliers with 1,000 or more connections; and

WHEREAS, Resolution 1373 was passed by the City Council at their regular meeting on June 23, 2009 to set the first goal of reducing per-capita water use by 5 gallons per day within a three year period; and

WHEREAS, the Water Use Efficiency Program states that goals must be evaluated and reestablished at least every six years [WAC 246-290-830(7)]; and

WHEREAS, single family residential usage accounts for 53% of overall water billing, single family accounts make up 84% of all accounts, and annual average consumption per person in this use class is 57 gallons per day; and

WHEREAS, a modification in the usage of water by single family accounts will have a large impact in meeting the City's goals;

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

Section 1. The City's Demand Side water use efficiency goal of reducing per capita

//

//

Resolution #

annual average water use for single family accounts from 57 gallons per day to 52 gallons per day in six years is hereby adopted.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF AUGUST, 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



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

NOTICE OF PUBLIC HEARING

Notice is hereby given that the North Bend City Council will hold a public hearing to receive comments regarding proposed 'Water Use Efficiency Goals for the City of North Bend'. Establishment of these goals is mandated by Chapter 246-290 Washington Administrative Code through the Washington State Department of Health. The Public Hearing will take place during a Regular City Council Meeting on Tuesday August 4, 2015, 7:00 P.M., at the Mt. Si Senior Center, 411 Main Avenue S., North Bend, WA.

To review a copy of the City's proposed 'Water Use Efficiency Goals' contact the City Clerk's Office at City Hall, 211 Main Avenue N. (P.O. Box 896), North Bend, WA 98045. Comments may be presented orally at the public hearing or submitted in writing up until 4:30 P.M., Monday, August 3, 2015.

Further information is available by contacting the City Clerk at (425) 888-7627.

Posted: July 15, 2015

Published in the Snoqualmie Valley Record: July 15, 2015



City Council Agenda Bill

SUBJECT:	Agenda Date: August 4, 2015	AB15-079
<p>A Resolution Directing the Mayor to Approve a Boundary Line Adjustment to Facilitate a New Pedestrian Corridor to Torguson Park</p> <p>Cost Impact: ~\$3,000</p> <p>Fund Source: Park Impact Fee</p> <p>Timeline: Immediate</p>	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: Resolution, Exhibit A - Map

SUMMARY STATEMENT:

The City of North Bend would like to create a new pedestrian corridor to access Torguson Park from North Bend Way, in a location closer to downtown. The pedestrian corridor is proposed partly on Les Schwab property and partly on the explosion site (former commercial property). Les Schwab is willing to execute a boundary line adjustment to facilitate the pedestrian corridor becoming a reality, which will also result in a small expansion of Torguson Park.

Community and Economic Development (CED) staff met with Les Schwab staff, and Les Schwab has agreed to donate the northwest corner of their property, a triangular site approximately 8,000 square feet or 0.2 acres, in order to benefit the public by having another access point into Torguson Park. Please see the attached Vicinity Map (Exhibit A). The only current legal access from North Bend Way into Torguson Park is east of the Cedar Falls SE Roundabout, a long way from downtown.

The triangular site currently contains several mature fir trees and an underground sanitary sewer pipe, but it's mostly a mess of unmaintained, invasive vegetation including Himalayan blackberry and knotweed. In the existing condition, the site is not functioning at its 'highest and best use' condition.

Tax parcel #102308-9194, owned by the City of North Bend, is the 21.5-acre Torguson Park property. Tax parcel #102308-9013, owned by Les Schwab Profit Sharing Retirement Trust, is the Les Schwab 2.32-acre property. Legally, the land transfer of the site would be accomplished via a BLA, where an official survey map document would be signed by both ownerships (North Bend Mayor and Les Schwab) and ultimately recorded with King County. If approved tonight, the Mayor would sign the BLA map within the next month.

As a side note, as of May 2015, there is a new owner of the explosion site immediately to the west of the Les Schwab property. That owner, a developer, recently submitted a permit application to CED for a mixed-use multi-story building (commercial on ground floor and residential on second floor), and has told CED that he will grant a public access easement through his property from North Bend Way to Torguson Park.

Approximately one month ago, the City contracted with GeoDimensions, a local survey firm, to perform a survey on the Les Schwab triangular site, research the two title reports, review easements, and prepare a BLA Map page. Cost for the professional services is approximately \$3,000. Their work will likely be completed in August 2015. The City has used GeoDimensions on past surveying projects and they provide a quality product at a reasonable cost in a fairly expedient timeframe. Les Schwab has agreed to donate the triangular site for free, thus City staff felt it would be inappropriate to request Les Schwab to

City Council Agenda Bill

contribute to the cost of the surveying services. City Council approval is required, because this is a modification to City property fee simple ownership. Torguson Park would increase in area by approximately 0.2 acres.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was not reviewed at the last (July 2015) Transportation and Public Works Committee meeting.		
RECOMMENDED ACTION: MOTION to approve AB15-079, a resolution approving a Boundary Line Adjustment for the Torguson Park Pedestrian Corridor.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 4, 2015		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, DIRECTING THE MAYOR TO APPROVE A BOUNDARY LINE ADJUSTMENT WITH LES SCHWAB PROFIT SHARING RETIREMENT TRUST TO FACILITATE A NEW PEDESTRIAN CORRIDOR TO TORGUSON PARK

WHEREAS, the City of North Bend (“City”) desires to create a new pedestrian corridor to access Torguson Park from North Bend Way in a location closer to downtown; and

WHEREAS, the proposed pedestrian corridor crosses Tax Parcel No. 102308-9013, which is adjacent to the southern boundary line of Torguson Park; and

WHEREAS, the owner of Tax Parcel No. 102308-9013, Les Schwab Profit Sharing Retirement Trust (“Les Schwab”), has offered to donate the triangular northwest corner of the parcel to the City by way of a Boundary Line Adjustment (BLA) to accommodate the pedestrian corridor project; and

WHEREAS, a BLA is accomplished by the execution and recording of an official survey map; and

WHEREAS, the City contracted with GeoDimensions, a local survey firm, to perform a survey on the triangular site, research the title reports of both properties, review easements, and prepare a BLA survey map; and

WHEREAS, the BLA would increase the Torguson Park property by approximately 0.2 acres; and

WHEREAS, pursuant to RCW 35A.11.020, the authority to acquire real property is vested in the legislative body of the City;

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

Section 1. BLA Approved. The Boundary Line Adjustment between City Parcel No. 102308-9194 and Les Schwab Parcel No. 102308-9013 is approved, and the Mayor is directed to execute the BLA survey map prepared by GeoDimensions consistent with the attached Exhibit A, “Vicinity Map,” which is incorporated by this reference.

Section 2. Recording of Official BLA Survey Map. Upon execution by the Mayor and Les Schwab, the City Clerk shall timely record the BLA survey map with the King County Recorder's Office.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF AUGUST, 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

King County iMap

VICINITY EXHIBIT A MAP

TORGWSON PARK

Retain 5' buffer w/ their parcel

TRIANGULAR SITE FOR BLA

LES SCHWAB

King County GIS CENTER

↑ NORTH

NOT TO SCALE

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 6/11/2015 Notes:



City Council Agenda Bill

SUBJECT:		Agenda Date: August 4, 2015	AB15-080
A Resolution Authorizing a Grant Agreement and Use of Park Impact Fee Revenue for Improvements at Torguson Park	Department/Committee/Individual		
	Mayor Ken Hearing		
	City Administrator – Londi Lindell		
	City Attorney - Mike Kenyon		
	City Clerk – Susie Oppedal		
	Comm & Economic Dev – Gina Estep		
	Finance – Dawn Masko		
Cost Impact: City’s cost for grant-funded work is \$127,350.	Public Works – Mark Rigos		
Fund Source: Grant covers \$127,350. Match of \$127,350 from Park Impact Fee Revenue. Possible scope additions from Park Impact Fee Revenue.	CED Senior Planner – Mike McCarty		X
Timeline: Now through May 2017			
Attachments: Resolution, Grant Contract			
<p>SUMMARY STATEMENT:</p> <p>In 2012, the City applied for a Land and Water Conservation Fund (LWCF) Grant from the Washington State Recreation and Conservation Office. This grant was awarded in 2015, providing \$127,350 toward the following improvements at Torguson Park:</p> <ol style="list-style-type: none"> 1. Network of 8’ wide asphalt paved trails throughout the park, including a loop trail around the soccer and youth baseball field; 2. 6 fitness/exercise stations; 3. Gathering plaza adjacent to the playground at the northern terminus of the parking lot; 4. Associated landscaping, picnic tables, benches and storm drainage improvements. <p>The work is consistent with the 2010 Torguson Park Master Plan, and the grant application was authorized by the City Council via Resolution 1589.</p> <p>The attached resolution authorizes the City to enter a contract with the Washington State Recreation and Conservation Office to receive \$127,350 for the improvements identified above (on a reimbursement basis), and authorizes providing a grant match of \$127,350 from Park Impact Fee Revenue for these improvements.</p> <p>Since the time of the original grant application, the City Council authorized constructing a restroom/concession facility and ballfields quad plaza at the park, and provided \$250,000 from Park Impact Fee revenue toward these improvements in their 2015/2016 budget. Additionally, insurance funds from the May 2014 gas explosion that rendered the existing restroom/concession building unusable (including \$70,297 in insurance payment plus an additional \$15,294 payment for subsequent vandalism for theft of the building’s wiring), can be used toward the restroom/concession facility. While the restroom/concession building and ballfields plaza improvements are not a part of the LWCF grant contract, they will be constructed together with the LWCF grant-funded improvements to take advantage of economies of scale.</p> <p>Additional desired project revisions have also been identified since the time of the grant</p>			



City Council Agenda Bill

application, which are not included in the LWCF Grant scope of work. This is scheduled for discussion at the next Public Works and Transportation Committee meeting. The full Council will discuss additional improvements to Torguson Park (and possible use of park impact fees for such projects) at its August 25th Workstudy meeting when Council will prioritize park projects against actual and projected park impact fee revenues.

COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee was sent an email regarding this agenda item, and authorized it being placed on the August 4 Council Meeting Agenda.

RECOMMENDED ACTION: MOTION to approve AB15-080, a resolution authorizing a grant agreement and use of Park Impact Fee Revenue for improvements at Torguson Park.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 4, 2015		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING A GRANT PROJECT AGREEMENT AND THE USE OF PARK IMPACT FEE REVENUE FOR IMPROVEMENTS AT TORGUSON PARK

WHEREAS, the Parks Capital Improvements Program in the Parks Element of the North Bend Comprehensive Plan includes improvements to Torguson Park consisting of a gathering plaza, paved pathways, six exercise/fitness stations, and associated furnishings, landscaping and stormwater improvements (the “Improvements”); and

WHEREAS, the City of North Bend (“the City”) estimated in 2012 the total project cost for the Improvements to be approximately \$254,700; and

WHEREAS, the City applied in 2012 for, and was awarded in 2015, a Land and Water Conservation Fund Grant from the Washington State Recreation and Conservation Office for fifty percent of the Torguson Park Improvements project cost, in the amount of \$127,350 (the “LWCF Grant”), which must be accepted by contract; and

WHEREAS, the LWCF Grant requires that the City match the grant award to cover the remaining fifty percent of the cost of the Improvements; and

WHEREAS, the City collects park impact fees pursuant to Chapter 17.36 of the North Bend Municipal Code; and

WHEREAS, improvements listed as capital improvements in the Comprehensive Plan are eligible for the use of park impact fee revenue pursuant to RCW 82.02.070;

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

Section 1. Authorization: The Land and Water Conservation Fund (LWCF) Grant from the Washington State Recreation and Conservation Office in the amount of \$127,350 is accepted, and the Mayor is authorized to execute the LWCF Project Agreement attached hereto as Exhibit A.

Section 2. Park Impact Fee Revenue: The expenditure of \$127,350 from park impact fee revenue collected pursuant to Chapter 17.36 NBMC is authorized to match the LWCF Grant for that portion of the Improvements not covered by grant funds.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF
AUGUST, 2015.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

Effective:
Posted:

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk



**LWCF Project Agreement
Recreation Resource Account**

Project Sponsor: City of North Bend

Project Number: 12-1470D

Project Title: Torguson Park Plaza and Loop Trail

Approval Date: 7/15/2014

A. PARTIES OF THE AGREEMENT

This project grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of North Bend (sponsor), PO Box 896, North Bend, WA 98045 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Recreation Resource Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above.

C. DESCRIPTION OF PROJECT

The City of North Bend will use this grant to unify the 21.5 acre Torguson Park, the City's primary athletic fields' park, located at 750 E. North Bend Way, just east of downtown. This project will allow the City to provide a central gathering space at the park, provide a recreational loop that residents can use for exercise and provide ADA accessible routes that connect the various park features together. The primary recreation opportunity provided by the project will be gathering, walking, biking and exercise. This will be created by the development of a plaza to anchor the playground, restroom, parking lot and future picnic shelter; development of a loop trail that will include circuit with distance markers and six exercise stations; and accessible routes of travel between park features.

D. PERIOD OF PERFORMANCE

The project reimbursement period shall begin on June 1, 2015 and end on March 31, 2017. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement or specifically provided for by RCFB and/or SRFB policy or WAC.

Requests for time extensions are to be made at least 60 days before the Agreement end date. If the request is made after the Agreement end date, the time extension may be denied.

The sponsor has obligations beyond this period of performance as described in Section E.

E. ON-GOING OBLIGATION

For development/renovation projects the project sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see section 23) that all areas developed with funding assistance remain in the public domain in perpetuity.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$127,350.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the sponsor toward work on this project at a minimum shall be as indicated below:

	Percentage	Dollar Amount
RCFB - Land and Water Conservation	50.00%	\$127,350.00
Project Sponsor	50.00%	\$127,350.00
Total Project Cost	100.00%	\$254,700.00

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, as now existing or hereafter amended, including the sponsor's application, eligible scope activities, project milestones, and the Standard Terms and Conditions of the project Agreement, all of which are incorporated herein.

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such amendment/deletions must be signed by both parties except the RCO director may unilaterally make amendments to extend the period of performance. Period of performance extensions need only be signed by RCO's director or designee.

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 79A.25 RCW, Chapter 286 WAC, and published agency policies, which are incorporated herein by this reference as if fully set forth.

I. SPECIAL CONDITIONS

As referenced in Section 29 of the Project Agreement, the sponsor shall abide by the Land and Water General Provisions in addition to the terms of this agreement.

This project shall not proceed until the National Park Service (NPS) makes a determination that required processes for both the National Historic Preservation Act (NHPA) and the National Environmental Protection Act (NEPA) have been completed or else the project may be terminated for cause.

J. FEDERAL FUND INFORMATION

A portion or all of the funds for this project are provided through a federal funding source.

Funds provided from the US Dept of Interior must be reported under CFDA #15.916 - Land & Water Conservation and Award Number Apport Ltr FY2014 for federal fiscal year 2014.

If the sponsor's total federal expenditures are \$750,000.00 or more during the sponsor's fiscal-year, the sponsor is required to have a federal single audit conducted for that year in compliance with Office of Management and Budget Circular A-133. A copy of the final audit report must be provided to RCO within nine months of the end of the sponsor's fiscal year, unless a longer period is agreed to in advance by the cognizant or oversight agency.

Failure to provide required A-133 audits will lead to a suspension of payments and may lead to a suspension of RCO Agreements.

K. PROJECT GRANT AGREEMENT REPRESENTATIVE

All written communications and notices under this Agreement will be addressed and sent to at least the mail address or the email address listed below if not both:

Project Contact

Name: Mike McCarty
Title: Senior Planner
Address: PO Box 896
North Bend, WA 98045
Email: MMccarty@northbendwa.gov

RCFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

L. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

M. EFFECTIVE DATE

This Agreement, for project 12-1470D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until executed by both the Sponsor and the RCO. Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D above are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor/s has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

City of North Bend

By: _____

Date: _____

Name: (printed) _____

Title: _____

State of Washington

On behalf of the Recreation and Conservation Funding Board (RCFB)

By: _____

Date: _____

Kaleen Cottingham
Director

Pre-approved as to form:

By: _____ /s/ _____

Date: June 7, 2013

Assistant Attorney General

**Standard Terms and Conditions
of the Project Agreement**

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: City of North Bend

Project Number: 12-1470D

Project Title: Torguson Park Plaza and Loop Trail

Approval Date: 7/15/2014

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:
- acquisition** - The purchase of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
- Agreement** - The accord accepted by all parties to the present transaction; this Agreement, any supplemental Agreements, any amendments to this Agreement and any intergovernmental Agreements.
- applicant** - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding Board.
- application** - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts
- asset** - Equipment purchased by the sponsor or acquired or transferred to the sponsor for the purpose of this Agreement. This definition is restricted to non-fixed assets, including but not limited to vehicles, computers or machinery.
- cognizant or oversight agency** - Federal agency responsible for ensuring compliance with federal audit requirements.
- contractor** - Shall mean one not in the employment of the sponsor who is performing all or part of the eligible activities for this project under a separate Agreement with the sponsor. The term "contractor" and "contractors" means contractor(s) in any tier.
- development** - The construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation, salmon recovery or habitat conservation resources.
- director** - The chief executive officer of the Recreation and Conservation Office or that person's designee.
- elements, items and worktypes** - Components of the funded project as provided in the project description.
- funding board** - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.
- grantee** - The organizational entity or individual to which a grant (or cooperative agreement) is awarded and signatory to the Agreement which is responsible and accountable both for the use of the funds provided and for the performance of the grant-supported project or activities.
- landowner agreement** - A landowner agreement is required between a SRFB and/or RTP project sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.
- lower tier participant** - refers to any sponsor receiving a federal grant through RCO. Lower tier participants also refer to any grantee, subgrantee, or contractor of any grantee or subgrantee from the original sponsor funded by RCO.
- milestone** - An important event with a defined deadline for an activity related to implementation of a funded project.
- period of performance** - The time period specified in the Agreement, under Section D, period of performance.
- project** - The undertaking that is the subject of this Agreement and that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.
- RCO** - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.
- reimbursement** - Payment of eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.
- renovation** - The activities intended to improve an existing site or structure in order to increase its service life or functions. This does not include maintenance activities.
- restoration** - Bringing a site back to its original function as part of a natural ecosystem or improving the ecological functionality of a site.
- RTP - Recreational Trails Program** - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.
- secondary sponsor** - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.
- sponsor** - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors.
- subgrantee** - The government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor, and secondary sponsor where applicable, shall undertake the project as described in this Agreement, post evaluation summary, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 31.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the Recreation and Conservation Office.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this Agreement by the State, its agents, officers, employees, subcontractors or vendors, of any tier, or any other persons for whom the State may be legally liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its agents, officers, employees, subcontractors and or vendors, of any tier, or any other persons for whom the State may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any subcontractor and vendor, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal,

state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided above, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION 8. ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.** The sponsor also shall post signs or other appropriate media during the project period and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.
- C. **Ceremonies.** The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 - 1. The percentage of the total costs of the project that is financed with federal money;
 - 2. The dollar amount of federal funds for the project; and
 - 3. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 9. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

Endangered Species

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 CFR 223.203 (b)(8), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

Nondiscrimination Laws

The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act, Civil Rights Act, and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.

Wages and Job Safety

The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the Davis-Bacon Act, and other federal laws, and the rules and regulations of the Washington State Department of Labor and Industries.

Archaeological and Cultural Resources

The RCO reviews all applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must comply with Executive Order 05-05 or the National Historic Preservation Act before initiating ground disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of

Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50

Restrictions on Grant Use

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

SECTION 10. HAZARDOUS SUBSTANCES

- A. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in Chapter 70.105D.020 (10) RCW, and certify:
 - 1. No hazardous substances were found on the site, or
 - 2. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- B. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in Chapter 70.105D RCW.
- C. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

SECTION 11. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 17(C) below. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to records and data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to chapter 42.56 RCW and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in chapter 42.56 RCW. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 12. TREATMENT OF ASSETS

- A. Assets shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the asset(s) for the purpose for which it was funded, RCO will require the sponsor to deliver the asset(s) to RCO, dispose of the asset according to RCO policies, or return the fair market value of the asset(s) to RCO. Assets shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. The sponsor shall be responsible for any loss or damage to assets which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that asset in accordance with sound management practices.

SECTION 13. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 14. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 15. DEBARMENT CERTIFICATION

A. For Federally Funded Projects

By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the Office of Inspector General Suspension and Debarment List at <http://www.gsaig.gov/index.cfm?LinkServID=C4C89080-D2BE-D29A-96355D44A13E4356>.

The sponsor (prospective lower tier participant) shall provide immediate written notice to RCO if at any time the prospective lower tier participant learns that the above certification was not correct when submitted or has become erroneous by reason of changed circumstances.

B. For State Funded Projects

By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list at <http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>

SECTION 16. PROJECT FUNDING

- A. **Additional Amounts.** The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- B. **Before the Agreement.** No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. **After the period of performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.
- D. **Disclosure notice.** Projects funded with state Salmon Recovery Funding Board and Puget Sound Acquisition and Restoration money may be used by RCO, the Puget Sound Partnership or Northwest Indian Fisheries Commission as match to one of the following federal assistance agreements: 1) United States Department of Commerce Catalog of Federal Domestic Assistance Number 11.438, or 2) United State Environmental Protection Agency Catalog of Federal Domestic Assistance Numbers 66.123 and 66.456.

SECTION 17. PROJECT REIMBURSEMENTS

- A. **This contract is administered on a reimbursement basis.** The sponsors may only request reimbursement after eligible and allowable costs have already been paid by the sponsor and remitted to their vendors. RCO will then reimburse the sponsor for those costs based upon RCO's percentage as defined in Section F of the Project Agreement of the amount billed to RCO. RCO does not reimburse for donations which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- C. **Compliance and Retainage.** RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
 1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);

3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed, and
 8. Fiscal transactions are complete.
 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- D. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.

SECTION 18. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services to be provided under this Agreement are limited to grants approved by the SRFB and must comply with SRFB policy. See WAC 420-12-060 (5).

SECTION 19. RECOVERY OF PAYMENTS

In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

SECTION 20. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 21. PROVISIONS APPLYING TO DEVELOPMENT, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for development, renovation and restoration of land or facilities for outdoor recreation, habitat conservation, or salmon recovery.

- A. Document Review and Approval. The sponsor agrees to submit one copy of all development, renovation, restoration or construction plans and specifications to RCO for review prior to implementation. Review and approval by RCO will be for compliance with the terms of this Agreement.
- B. Contracts for Development, Renovation, or Restoration. Sponsors must have a procurement process that follows applicable state and/or required federal procurement principles. If no such process exists the sponsor must follow these minimum procedures: (1) publish a notice to the public requesting bids/proposals for the project (2) specify in the notice the date for submittal of bids/proposals (3) specify in the notice the general procedure and criteria for selection; and (4) comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.
- C. Contract Change Order. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- D. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long term lease, easement, or fee simple ownership) for the land proposed for development, renovation or restoration. The documentation must meet current RCO requirements.
- E. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- F. Use of Best Management Practices. Project sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. The best management practices are described in three documents: "Stream Habitat Restoration Guidelines: Final Draft", 2004; "Design of Road Culverts for Fish Passage", 2003; and "Integrated Streambank Protection Guidelines", 2002. These documents and other information can be found on the AHG website.

SECTION 22. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for the acquisition of interest in real property (including easements) for outdoor recreation, habitat conservation, salmon recovery purposes, or farmland preservation:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. **Evidence of Title.** The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. **Conveyance of Rights to the State of Washington.** Document securing long-term rights for the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - 1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
 - 2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3. **Easements and Leases.** The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. **Real Property Acquisition and Relocation Assistance**
 - 1. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
 - 2. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
 - 3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.
- F. **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with section 9 - Archaeological and Cultural Resources before structures are removed or demolished.

SECTION 23. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property or facility acquired, developed, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation, or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

SECTION 24. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

For acquisition, development, renovation and restoration projects, sponsors must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained.

- A. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
- B. In a reasonably safe condition for the project's intended use.
- C. Throughout its estimated life so as to prevent undue deterioration.
- D. In compliance with all federal and state nondiscrimination laws, regulations and policies.

For acquisition, development, renovation and restoration projects, facilities open and accessible to the general public must:

- E. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
- F. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- G. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 25. INCOME AND INCOME USE

- A. Income.
 - 1. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 - 2. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed with funding board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunities furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (Chapter 79A.25.210 RCW).
- B. **Income use.** Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
 - 1. The sponsor's matching funds;
 - 2. The project's total cost;
 - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 - 5. Capital expenses for similar acquisition and/or development.

SECTION 26. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 27. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 28. LIABILITY INSURANCE REQUIREMENTS FOR FIREARMS AND ARCHERY RANGE SPONSORS

- A. The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement.
- D. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. REQUIREMENTS OF THE NATIONAL PARK SERVICE

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. FARMLAND PRESERVATION ACCOUNT

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement.

- Section 8 - Acknowledgement and Signs,
- Section 10 - Hazardous Substances,
- Section 14 - Stewardship and Monitoring
- Section 22 - Provisions Applying to Acquisition Projects, Sub-sections F and G.
- Section 23 - Restriction on Conversion of Real Property and/or Facilities to Other Uses,
- Section 24 - Construction, Operation, Use and Maintenance of Assisted Projects, Sub-sections E, F, G, and
- Section 25 - Income and Income Use

SECTION 31. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and/or state statutes, regulations, policies and procedures including RCO/funding board policies and procedures, applicable federal Office of Management and Budget (OMB) circulars and federal and state executive orders;
- B. Project agreement including attachments;
- C. Special Conditions;
- D. Standard Terms and Conditions of the Project Agreement.

SECTION 32. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions and minor scope adjustments need only be signed by RCO's director or designee.

SECTION 33. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 34. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 35. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 36. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 37. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board

- A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:
 - i. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
 - ii. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

- B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.
- C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 38. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other

party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 39. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 40. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

In the cases where this Agreement is between the funding board and a federally recognized Indian Tribe, the following governing law/venue applies:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal or tribal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such a lawsuit shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F- Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 41. SEVERABILITY

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

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT GENERAL PROVISIONS**

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements

with State and Local Governments;

- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;

- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and

- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
 - (1) Place minority and women business firms on bidder's mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,

the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;*
- (2) The grantee's policy of maintaining a drug-free workplace;*
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and*
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and*
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;*

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

Eligible Scope Activities

Project Sponsor: City of North Bend

Project Number: 12-1470

Project Title: Torguson Park Plaza and Loop Trail

Project Type: Development

Program: Land and Water Conservation

Approval: 7/15/2014

Project Metrics

Sites Improved

Project acres developed:	0.00
Project acres renovated:	0.70

Development Metrics

Worksite #1, Torguson Park

General Site Improvements

Install general site structures

Select one or more of the sheltered structures included in the project:	None
Select one or more of the surface structures included in the project:	Plazas, Retaining wall, Seating wall

Install site furnishings

Includes 3 new picnic tables (including slabs) 10 new benches (including slabs), bicycle rack

Landscaping improvements

Acres of landscaped area:	0.02
Select the landscape features:	Drainage, Groundcover, Trees/shrubs

Site Preparation

General site preparation

Mobilization, removal of sod and soils, haul-off and dumping, grading, compacting, applying weed killer, tax

Sports Facilities

Install fitness course

Number of fitness courses:	1 new, 0 renovated
Fitness course type and size:	
Fitness trail (miles)	0.4
Number of workout stations:	6 new, 0 renovated

Trails

Trail development

Linear miles of trail:	0.53 new, 0.00 renovated
Select the trail surface types:	Asphalt
Linear miles of boardwalk:	0.00 new, 0.00 renovated
Select the trail structures:	Culverts
Number of trailheads:	0 new, 0 renovated

Cultural Resources

Cultural resources

If required by DAHP. Site is already fully developed, with no undisturbed areas.

Permits

Obtain permits

Staff review costs for Floodplain Development Permit, Clearing and Grading Permit, NEPA Determination.

Eligible Scope Activities

Architectural & Engineering
Architectural & Engineering (A&E)

Milestone Report By Project

Project Number: 12-1470 D
Project Name: Torguson Park Plaza and Loop Trail
Sponsor: North Bend City of
Project Manager: Laura Moxham

X	!	Milestone	Target Date	Comments/Description
X		Design Initiated	01/01/2015	
X		Project Start	06/01/2015	
		SEPA/NEPA Completed	08/31/2015	
	!	Cultural Resources Complete	08/31/2015	
		60% Plans to RCO	08/31/2015	
		Applied for Permits	09/30/2015	
		All Bid Docs/Plans to RCO	10/31/2015	
	!	Progress Report Submitted	12/15/2015	
	!	Special Conditions Met	03/31/2016	NPS determination received for Section 106 of the National Historic Preservation Act and the National Environmental Policy Act
		Bid Awarded/Contractor Hired	05/31/2016	
	!	Construction Started	06/30/2016	
	!	Annual Project Billing	07/31/2016	
	!	Progress Report Submitted	07/31/2016	
		RCO Interim Inspection	09/30/2016	
		50% Construction Complete	09/30/2016	
	!	Progress Report Submitted	12/15/2016	
		90% Construction Complete	12/31/2016	
		Funding Acknowl Sign Posted	03/31/2017	
		RCO Final Inspection	03/31/2017	
		Construction Complete	03/31/2017	
	!	Agreement End Date	03/31/2017	
		Final Billing to RCO	05/15/2017	
		Final Report in PRISM	05/31/2017	

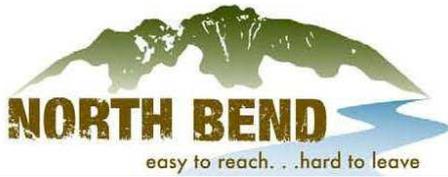
X = Milestone Complete

! = Critical Milestone



City Council Agenda Bill

SUBJECT:		Agenda Date: August 4, 2015	AB15-081
Motion to Approve a Part Time Employee – Special Events and Economic Development Coordinator		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Comm & Economic Dev – Gina Estep	X
		Finance – Dawn Masko	
Cost Impact: 2015: \$10,800 2016: \$34,370		Public Works – Mark Rigos	
Fund Source: General Fund and Hotel/Motel Tax.		CED Senior Planner – Mike McCarty	
Timeline: August 17, 2015			
Attachments:			
SUMMARY STATEMENT:			
<p>The City desires to create and recruit special events for the City of North Bend in an effort to increase tourism and business activity. The City also desires to create a vibrant and dynamic North Bend, bustling with business activity. Therefore the City is striving to grow community outreach, tourism and economic development through a proactive approach with events, business recruitment and marketing efforts aimed at expanding existing local business and attracting new business.</p> <p>The part-time Special Events & Economic Development Coordinator will be responsible to plan, coordinate and recruit special events for the City. Events will grow tourism and promote business. This position will coordinate all of the details required to ensure City events are a success, will create and manage event budgets, and will promote and publicize events. The Coordinator will raise revenue through a combination of special events and grants to allow the City to sponsor additional events and support tourism related efforts.</p> <p>Currently the Community and Economic Development Director (CED Director) is performing many administrative functions associated with planning up to six (6) major City special events a year. This is not a good use of her limited time and resources. The Coordinator will work closely with and support the CED Director to plan special events and recruit business industries to fill empty storefronts in the City, and seek new businesses compatible with the North Bend brand, City vision and City mission statement. Currently, the City has been unable to perform such recruiting activities due to limited staff resources and the addition of this position is intended to free up some of the CED Director’s time to engage in this new work.</p> <p>The Council approved the City retaining a contract consultant to assist with special events in the amount of \$7500 for calendar years 2015 and 2016 as part of the 2015-2016 Biennial Budget. The City wishes to expand this position into a 20 hour per week position without medical benefits. The addition of this .50 employee will be for a trial period of two (2) years in order to assess outcomes from this additional resource. The position will be a confidential employee because of the requirement that the employee work closely with the CED Director on confidential real estate and lease issues and thus, will not be a union position.</p>			



City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: The North Bend City Council discussed this topic at the July 28, 2015 Workstudy and recommended approval.

RECOMMENDED ACTION: MOTION to approve AB15-081, authorizing the addition of a .50 employee and salary of \$35,000.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 4, 2015		