



## CITY COUNCIL MEETING

### August 18, 2015 – Agenda

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

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

#### CONSENT AGENDA:

			Pg.#
1) Minutes	Council Meeting of August 4, 2015		1
2) Payroll	August 5, 2015 – 27309 through 27317, in the amount of \$147,559.49		
3) Checks	August 18, 2015 – 61479 through 61532, in the amount of \$500,684.73		
4) AB15-082	Motion – Authorizing Purchase of Server Room HVAC Unit	Ms. Masko	5
5) AB15-083	Motion – Authorizing Contract for Pavement Crack Seal Project	Mr. Rigos	7
6) AB15-084	Resolution – Authorizing Snoqualmie Watershed Forum ILA	Ms. Burrell	13
7) AB15-085	Motion – Authorizing Design Contract with G&O for NW 14 <sup>th</sup> Street Project	Mr. Rigos	43
8) AB15-086	Motion – Authorizing Design Contact with G&O for 412 <sup>th</sup> Ave Water Main Replacement Project	Mr. Rigos	65

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

#### COMMISSION AND COMMITTEE REPORTS:

Planning Commission	Community & Economic Development – Councilmember Kolodejchuk
Parks Commission	Finance & Administration – Councilmember Cook
Economic Development Commission	Public Health & Safety – Councilmember Gothelf
	Transportation & Public Works – Councilmember Loudenback
	Mayor Pro Tem – Councilmember Williamson
	Eastside Fire & Rescue Board – Councilmember Gothelf or Williamson

#### INTRODUCTIONS:

9) AB15-087	Public Hearing, Ordinance – Adopting Transportation Impact Fee and Amending Taxes, Rates & Fees Schedule	Mr. Rigos	81
10) AB15-088	Ordinance – Amending NBMC 2.24.020 Parks Commission	Mr. McCarty	113

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

**Executive Session** – To Discuss Property Acquisition, pursuant to RCW 42.30.110(1)(b)

#### ADJOURNMENT:

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**NORTH BEND CITY COUNCIL MINUTES**

**August 4, 2015**

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

**CALL TO ORDER, ROLL CALL:**

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

**Councilmembers Present:** Cook, Kolodejchuk, Loudenback and Williamson. Councilmembers Gothelf, Pettersen and Rosen were excused.

Mayor Hearing recessed the meeting at 7:01 p.m. for a special meeting of the North Bend Transportation Benefit District Board.

Mayor Hearing called the meeting back to order at 7:04 p.m.

**CONSENT AGENDA:**

**Minutes** – Council Meeting of June 16, 2015 & Special Council Workstudy of June 30, 2015

**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**

**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**

**AB15-070** – Motion Authorizing Purchase of Equipment for EJ Roberts Park

**AB15-071** – Resolution 1687 Accepting 415<sup>th</sup> Waterline Project as Complete

**AB15-072** – Motion Authorizing Purchase of Air Conditioner for City Hall

**AB15-073** – Ordinance 1558 Adopting NBMC 3.33 RE Delinquent ULID Assessments

**AB15-074** – Motion Authorizing Charge-Off of Penalty Fees for Stormwater Utility Accounts

**AB15-075** – Ordinance 1559 Amending 2015-2016 Budget Ordinance 1545

**AB15-076** – Motion Authorizing Purchasing Order with HD Fowler

Councilmember Williamson **MOVED**, seconded by Councilmember Cook to approve the consent agenda as presented. The motion **PASSED** 4-0.

**CITIZEN'S COMMENTS:**

**Dave Olson**, 440 Main Ave. S, reported Kiwanis fireworks sales were down forty percent from last year and noted the organization was looking for volunteers for their Night on a Dark Trail event this October.

**Theodora Teodosiadis**, Georgia's Bakery, 127 W North Bend Way, discussed the benefits

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of compost recycling for local businesses and requested the City pursue free organic recycling for area restaurants as part of their solid waste and recycling contract with Republic Services.

**ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**

**Presentation – Festival at Mt Si**

Festival at Mt Si Committee President Jill Massengill reported on the upcoming Festival at Mt Si activities scheduled for August 7, 8, and 9<sup>th</sup>. She thanked the Mayor and Councilmembers for North Bend's contribution to the Festival in the form of much needed City Public Works employees, Police and Fire support services during the weekend of the event.

**Presentation – Fire Safety Awareness for Homeowners**

Battalion Chief Craig Hooper, Eastside Fire & Rescue, commented on the recent abnormally dry weather and suggested homeowners evaluate the following items to limit their risk in the case of a fire:

1. Personal Preparedness – Evacuation Plan
2. Property Preparedness – Fire Resistant Materials & 30' Defensible Space by House
3. Risk Management – Evaluation of Insurance Coverage
4. Evacuation Levels – Level 1 (Initial Notification), Level 2 (Consider Leaving Area) & Level 3 (Immediate Danger).

He encouraged all to visit <http://firewise.org> for more information and tips on fire safety.

**AB15-077 – Reappointment to Parks Commission**

**Audio: 25:12**

Mayor Hearing recommended the reappointment of Ethan Duvall to Youth Position No. 5 on the Parks Commission, term expiring August 31, 2016.

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Loudenback to approve AB15-077, confirming the reappointment of Ethan Duvall to Position No. 5 on the Parks Commission, term expiring August 31, 2016. The motion **PASSED** 4-0.

**INTRODUCTIONS:**

**AB15-078 – Public Hearing, Resolution 1688 Adopting Water Use Efficiency Goals**

**Audio: 28:24**

City Engineer DeBerg provided the staff report.

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**Mayor Hearing opened the Public Hearing on a Resolution Adopting Water Use Efficiency Goals at 7:30 p.m. There was no public comment and Mayor Hearing closed the Public Hearing at 7:30 p.m.**

Councilmember Loudenback **MOVED**, seconded by Councilmember Williamson to approve AB15-078, a resolution adopting Water Use Efficiency Goals. The motion **PASSED** 4-0.

**AB15-079** – Resolution 1689 Approving a Boundary Line Adjustment for the Torguson Park Pedestrian Corridor **Audio: 34:05**

Public Works Director Rigos provided the staff report.

Councilmember Loudenback **MOVED**, seconded by Councilmember Kolodejchuk to approve AB15-079, a resolution approving a Boundary Line Adjustment for the Torguson Park Pedestrian Corridor. The motion **PASSED** 4-0.

**AB15-080** – Resolution 1690 Authorizing Grant Contract with Washington State for Torguson Park **Audio: 36:34**

Senior Planner McCarty provided the staff report.

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Cook to approve AB15-080, a resolution authorizing a grant agreement and use of Park Impact Fee Revenue for improvements at Torguson Park. The motion **PASSED** 4-0.

**AB15-081** – Motion Authorizing Special Events Coordinator Position **Audio: 40:50**

Community & Economic Development Director Estep provided the staff report.

Councilmember Williamson **MOVED**, seconded by Councilmember Loudenback to approve AB15-081, authorizing the addition of a .50 employee and salary of \$35,000. The motion **PASSED** 4-0.

**MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:**

Councilmember Cook reported on National Night Out held by the Snoqualmie/North Bend Police Department at Si View Park earlier today and thanked them for all they do to engage the community.

Councilmember Kolodejchuk elaborated on Councilmember Cook's comments about National Night Out and thanked Si View Metropolitan Park District for all they do for the community.

Councilmember Loudenback thanked all volunteers for their efforts on the July 18 -19<sup>th</sup>

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Downtown Block Party and encouraged all to participate in this weekend's Festival at Mt Si.

Councilmember Williamson commented on his recent trip to the East Coast and how wonderful it was to come back to North Bend.

City Administrator Lindell thanked Council for authorizing the purchase of an air conditioner at City Hall. Additionally, she acknowledged Community & Economic Development Director Estep and Public Works Director Rigos for their efforts in securing the Boundary Line Adjustment with Les Schwab for Torguson Park.

Mayor Hearing spoke regarding the following items:

- Need for Maintenance Contracts for City Owned Facilities
- Festival at Mt Si – August 7 – 9<sup>th</sup> at Si View Park
- Code Official of the Year Award awarded to Building Official Dave Spencer

**ADJOURNMENT:**

Councilmember Loudenback **MOVED** to adjourn, seconded by Councilmember Cook. The motion **PASSED** 4-0.

The meeting adjourned at 8:11 p.m.

ATTEST:

\_\_\_\_\_  
Kenneth G. Hearing, Mayor

\_\_\_\_\_  
Susie Oppedal, City Clerk



## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: August 18, 2015</b>	<b>AB15-082</b>						
<b>Motion Authorizing Purchase of a New Air Conditioning Unit for Computer Server Room</b>		Department/Committee/Individual							
		Mayor Ken Hearing							
		City Administrator – Londi Lindell							
		City Attorney - Mike Kenyon							
		City Clerk – Susie Oppedal							
		Community & Economic Development – Gina Estep							
		Finance – Dawn Masko		X					
		Public Works – Mark Rigos							
Cost Impact: Not to Exceed \$7,600, plus sales tax									
Fund Source: N/A									
Timeline: Immediate									
<b>Attachments:</b>									
<p><b>SUMMARY STATEMENT:</b></p> <p>The heating, ventilation, and air conditioning (HVAC) system in the City’s computer server room has failed multiple times in recent years. The server equipment is overheating and issuing critical warning alarms as a result of the HVAC system failure in the room where the servers are maintained. The City has tried utilizing portable units to address this issue but they are not sufficient to keep the room at a cool enough temperature to avoid irrevocable damage to the City’s computer servers.</p> <p>A failure of the City’s server equipment would harm the public welfare if public records are damaged or destroyed, as well as financially harm the City if vital server equipment, valued in excess of \$100,000, fails due to the HVAC system. In addition, the ability to conduct many functions of the City would be significantly hampered while waiting for replacement equipment to arrive and data to be restored.</p> <p>The City received three quotes to install a wall-mounted heat pump for the server room:</p> <table border="1"> <tr> <td>All Weather Heating &amp; Air Conditioning</td> <td>\$7,595</td> </tr> <tr> <td>All Star Heating &amp; Air Conditioning</td> <td>\$8,988</td> </tr> <tr> <td>Refresh Air Conditioning &amp; Heating</td> <td>\$8,500</td> </tr> </table> <p>The City would like to proceed with the low quote of “not to exceed \$7,600” plus sales tax. Per North Bend Municipal Code (NBMC) 3.30.010 purchases in excess of \$7,500 require City Council approval.</p>				All Weather Heating & Air Conditioning	\$7,595	All Star Heating & Air Conditioning	\$8,988	Refresh Air Conditioning & Heating	\$8,500
All Weather Heating & Air Conditioning	\$7,595								
All Star Heating & Air Conditioning	\$8,988								
Refresh Air Conditioning & Heating	\$8,500								
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance &amp; Administration Committee discuss this purchase at their August 4<sup>th</sup> meeting and recommended approval on the consent agenda.</p>									
<p><b>RECOMMENDED ACTION: MOTION to approve AB15-082 authorizing the purchase of a new air conditioning unit for the computer server room from All Weather, in an amount not to exceed \$7,600, plus sales tax.</b></p>									
<b>RECORD OF COUNCIL ACTION</b>									
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>							
August 18, 2015									





## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: August 18, 2015</b>	<b>AB15-083</b>
<b>A Motion Authorizing a Contract for Pavement Crack Sealing on 4 North Bend Streets</b>		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.	
Cost Impact: \$23,521.86			
Fund Source: Capital Projects Budget – Roads			
Timeline: Immediate			
<b>Attachments: Work, Scope &amp; Fee</b>			
SUMMARY STATEMENT:			
<p>The City of North Bend has nearly 80 miles of paved travel lanes. Pavement maintenance is important to increase the longevity of the roads and decrease deferred maintenance costs. Pavement maintenance can include chip seals, crack seals, seal coats, etc. Pavement crack sealing is a common road maintenance activity. Specialized materials are placed into cracks to prevent the intrusion of water and incompressible material into the cracks and to reinforce the adjacent pavement section. The materials include rubberized asphalt.</p> <p>Crack sealing is typically done by a pavement contractor. North Bend does not have a larger enough maintenance staff to attend to major crack sealing efforts. This seems to be true for most small cities in King County, where maintenance staff will tend to potholes, but for long road segments, it is more common, efficient and cheaper to contract with a pavement company who specializes in the work.</p> <p>Four roads were chosen by North Bend Public Works Department for the crack seal treatment in 2015. These roads include:</p> <ul style="list-style-type: none"> <li>• Ballarat Avenue NE from NBW to NE 12<sup>th</sup> Street</li> <li>• SE Cedar Falls Way from the Roundabout at NBW to 436<sup>th</sup> Ave SE</li> <li>• NE 4<sup>th</sup> Street from Ballarat Avenue NE to Thrasher Avenue NE</li> <li>• Park Street from Bendigo Boulevard South to North Bend Way</li> </ul> <p>Three local companies were contacted to request bids for pavement crack sealing on these four roads. The companies were Doolittle Construction, LLC (from Bellevue), Rainier Asphalt and Concrete (from North Bend), and AA Asphalt, LLC (from Puyallup). The low bid company is Rainier Asphalt, a company located in North Bend, WA. Their bid price was \$23,521.86 including sales tax. Rainier is on the MRSC Roster. They have previously performed pavement projects in North Bend.</p> <p>Some traffic control will be provided during the crack sealing project. There will be minor road closures, except to local traffic. The crack sealing will likely occur in September 2015.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their August 12, 2015 meeting and Councilmember Loudonback recommended it for approval and placement on consent agenda.			
RECOMMENDED ACTION: <b>MOTION to approve AB15-083, authorizing a contract with Rainier Asphalt for the Pavement Crack Sealing Project, in the amount of \$23,521.86, in a form approved by the City Attorney.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 18, 2015			





## What To Expect From Us In Completing Your Project.

We have developed and implemented a series of procedures so you will always know the status of your project from beginning to end, and you will know the appropriate person to contact if you have any questions.



### 1. BID SENT

Your Account Manager will deliver the bid by email, fax or in person.



### 2. CONTACT

Within **3 business days**, your Account Manager will contact you to ensure you received the bid and to discuss any questions or clarifications.



### 3. YOU DECIDE

Once you have decided to hire us, submit your signed contract to us. If you have your own contract document, submit that to your Account Manager or our Office Manager for processing.



### 4. DEPOSIT

Within **2 business days** of receipt of the signed contract, we will issue a 50% down payment invoice for jobs over \$5,000. If your job is under this threshold, we skip this step.



### 5. PROCEED

Once all the previously mentioned contract administrative items are complete, you will receive a notice that the job has been released to the appropriate General Manager for scheduling.



### 6. DATES

Within **5 business days** of the proceed notice, your GM will contact you to discuss specific dates for performance of the work.



### 7. CONFIRM

Within **2 business days** of the job commencing, your GM will make a reminder correspondence that we will be out on the specified date.



### 8. QUALITY CONTROL

Within **5 business days** of the completion of the project, the GM will make a courtesy call to ensure you are satisfied with the work.



### 9. INVOICING

By default, your final invoice will be mailed to the "billing address" listed on the bid. If you need it mailed elsewhere, or if you'd prefer to have it emailed, please notify us before the work is completed.



### 10. PAYMENT

Within **20 calendar days** of the completion of the work, payment is due.



*Rainier always works closely and professionally with their customer and stands behind their work following completion.*

**—Arnie Mayer**  
HOA Board President



#### Asphalt General Manager

Mark Machinski  
Direct Phone: (425) 765-5716  
[machinski@rainierasphalt.com](mailto:machinski@rainierasphalt.com)

#### Account Manager

Jason Hammermaster  
Direct Phone: (206) 533-4148  
[hammermaster@rainierasphalt.com](mailto:hammermaster@rainierasphalt.com)

#### Office Manager

Kelly McConnell  
Direct Phone: (800) 592-0311  
[mcconnell@rainierasphalt.com](mailto:mcconnell@rainierasphalt.com)

#### Concrete General Manager

Ron West  
Direct Phone: (360) 239-3252  
[west@rainierasphalt.com](mailto:west@rainierasphalt.com)

#### Account Manager

Michael Bushmaker  
Direct Phone: (425) 652-6874  
[bushmaker@rainierasphalt.com](mailto:bushmaker@rainierasphalt.com)

#### Owner

Tom Merry  
Direct Phone: (253) 227-3892  
[merry@rainierasphalt.com](mailto:merry@rainierasphalt.com)



**Bid Date** 8/3/2015

**Site Address**

**Billing Address**

**Contact** Larry Shaw

City of North Bend  
North Bend, WA 98045

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

**Phone** (425) 864-0237

**Fax**

**Cell**

Job # 12535

- ***This estimate was prepared by Tom Merry. He can be reached directly at (253) 227-3892 or merry@rainierasphalt.com. Please contact him if you would like to proceed with the work or if you have any questions.***
- ***If you decide to proceed with this proposal, your production project manager will be Mark Machinski. He can be reached directly at (425) 765-5716 or machinski@rainierasphalt.com.***
- ***For all other questions, including insurance information and requests, please contact our main office at (800) 592-0311.***

### Contractor's Bid Proposal -- Estimate

**\*\*NOTE\*\*** Itemized prices are contingent upon entire job being accepted. If total scope is reduced, price must be recalculated.

#### Crack Filling - Ballarat

1505 Feet      Clean and fill necessary cracks (between approx. 1/8" and 3/8" diameter) with hot-apply rubberized crack filler to prevent moisture intrusion to sub-base

Unit            Includes application of crack filler along any perimeter cuts of old patches where original sealer is failing. Excludes any "alligatored" areas or tree roots. These should be addressed with other methods.

                    Includes flagging and traffic control supervisor (TCS) during duration of project

\$1,956.50

#### Crack Filling - Cedar Falls

11220 Feet      Clean and fill necessary cracks (between approx. 1/8" and 3/8" diameter) with hot-apply rubberized crack filler to prevent moisture intrusion to sub-base

Unit            Includes application of crack filler along any perimeter cuts of old patches where original sealer is failing. Excludes any "alligatored" areas or tree roots. These should be addressed with other methods.

                    Includes flagging and traffic control supervisor (TCS) during duration of project

**\*\*NOTE\*\*** This price based upon assumption that road can be closed, except to local traffic, in three phases:

(1) Roundabout to 424th/Maloney Grove (2) Maloney Grove to 432nd/Stilson (3) Stilson to 436th

\$14,586.00

#### Crack Filling - NE 4th St.

2295 Feet      Clean and fill necessary cracks (between approx. 1/8" and 3/8" diameter) with hot-apply rubberized crack filler to prevent moisture intrusion to sub-base

Unit Includes application of crack filler along any perimeter cuts of old patches where original sealer is failing. Excludes any "alligatored" areas or tree roots. These should be addressed with other methods.  
Includes flagging and traffic control supervisor (TCS) during duration of project  
\$2,983.50

**Crack Filling - Park St.**

1595 Feet Clean and fill necessary cracks (between approx. 1/8" and 3/8" diameter) with hot-apply rubberized crack filler to prevent moisture intrusion to sub-base

Unit Includes application of crack filler along any perimeter cuts of old patches where original sealer is failing. Excludes any "alligatored" areas or tree roots. These should be addressed with other methods.  
Includes flagging and traffic control supervisor (TCS) during duration of project  
\$2,073.50

**Subtotal** \$21,599.50

**Estimated Sales tax @ 0.089** \$1,922.36

**Total amount** \$23,521.86

**Comments**

- Itemized prices are contingent upon entire job being accepted.
- Please visit [www.rainierasphalt.com](http://www.rainierasphalt.com) for a wealth of information or call us with any questions.
- Our company has an A+ rating with the Better Business Bureau. You can view our profile at [www.thebbb.org](http://www.thebbb.org).
- Please sign below and return a copy to us to schedule this work.

RAINIER ASPHALT, LLC; P. O. Box 1549 North Bend, WA 98045; (800) 592-0311

Contractor's Registration No.: RAINIAS991JO, Bonded

PROPOSAL AND CONTRACT (Proposal expires 20 days after bid date of 8/3/2015. THIS AGREEMENT, dated 8/3/2015 is made by and between RAINIER ASPHALT, LLC, a Washington limited liability company (CONTRACTOR), and Larry Shaw, designated agent for City of North Bend, hereinafter referred to as CUSTOMER.

1.CUSTOMER, for the full, complete and faithful performance of this Agreement, agrees to pay to CONTRACTOR the sum of \$21599.5 plus applicable Washington State sales tax. A deposit of 50% shall be due and payable to CONTRACTOR upon acceptance of this Proposal and Contract by CUSTOMER. The balance of the contract price shall be due and payable within 20 days of completion of the work.2.CONTRACTOR agrees to furnish all supervision, labor, and materials and perform all work as described in paragraph 3 hereof. CONTRACTOR may subcontract part or all of the work as CONTRACTOR shall decide.

3.The labor and materials to be furnished and the work to be performed by CONTRACTOR for the project located at the above address and are set forth as indicated on the preceding pages. 4.CONTRACTOR agrees to timely perform and complete the work under this Agreement provided CUSTOMER is not in breach of any provision of this Agreement. CONTRACTOR may reschedule or cancel this agreement if the work is delayed due to weather or other reasons beyond the control of CONTRACTOR. CUSTOMER or its agent shall make the final determination whether to proceed with any work after consulting with CONTRACTOR.

5.CUSTOMER must notify CONTRACTOR in writing within 15 days after completion of the work of any defects. If no notification is received by CONTRACTOR, CUSTOMER shall be deemed to have accepted the work. Any defective work caused solely by CONTRACTOR or its employees or agents shall be repaired by CONTRACTOR at no additional charge. CONTRACTOR is not responsible for any damage or defects due to adverse weather or caused by persons other than CONTRACTOR or its employees or agents, including but not limited to, damage to work completed but not properly cured in accordance with CONTRACTOR'S instructions. CUSTOMER shall be responsible for maintaining any barriers placed on the site by CONTRACTOR and protecting the work from damage.

6.CUSTOMER hereby warrants and represents to CONTRACTOR that CUSTOMER has the legal right and authority to allow CONTRACTOR to perform the work. CUSTOMER agrees to cooperate with CONTRACTOR in scheduling and performing the work to avoid conflict or interference with the work of others and to provide access to the project site in accordance with such scheduling. CUSTOMER is responsible for obtaining all permits prior to the start of the work.

7.CUSTOMER agrees to maintain at CUSTOMER'S expense property damage insurance on the work up to its full insurance value, including the interests of CUSTOMER and CONTRACTOR as such interests may appear, against fire, vandalism and other perils ordinarily included in extended coverage. Losses under such insurance which will be adjusted with and made payable to CUSTOMER as trustee for CONTRACTOR as its interest may appear. CONTRACTOR shall be entitled to recover all reasonable costs incurred by CONTRACTOR whether or not CUSTOMER decides to obtain insurance

8.CUSTOMER may, without invalidating this Agreement, order extra work or changes, alterations, or deviations from the work contracted for but only after an agreed adjustment in writing in the total price if the alteration involves a change in the price. All such work resulting from a change order shall be executed under the conditions hereof.

9.In the event any portion of this contract is upon a unit price it is understood and agreed that any quantities and amounts mentioned are approximate only and may be more or less at the same unit price, and subject to change as ordered and directed by CUSTOMER.

10.IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL, OR TORTIOUS CONDUCT RELATING TO, CAUSED BY OR ARISING OUT OF ANY BREACH OF AN OBLIGATION HEREUNDER OR ANY OTHER CAUSE EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. ANY DAMAGES THAT CONTRACTOR IS REQUIRED TO PAY FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, AND REGARDLESS OF THE FORM OF THE ACTION IN THE AGGREGATE, UNDER THIS AGREEMENT SHALL BE LIMITED IN AN AMOUNT NOT TO EXCEED THE CONTRACT PRICE AND CHANGE ORDERS PAID BY CUSTOMER.

11.CUSTOMER agrees to pay interest to CONTRACTOR at the rate of 1½% per month on the unpaid balance of any work that is not timely paid in full.

12.This Agreement is entered into and shall be governed by the laws of the State of Washington.

13.In the event of litigation to enforce this Agreement or any provisions thereof, the prevailing party, in addition to other relief awarded, shall be entitled to recover its reasonable attorneys' fees, including fees on appeal, if any. Venue of any action shall be in King County, Washington.

14.This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence, and communications between the parties with respect to this Agreement. No oral modification of, or amendment to, this Agreement shall be effective; however, this Agreement may only be modified or amended by a written agreement signed by all parties to this Agreement.

15.The invalidity, illegality or unenforceability of any provisions hereof shall not in any way affect, impair, invalidate or rendered unenforceable this Agreement or any other provision thereof.

16.This Agreement becomes binding upon execution by the parties and CONTRACTOR'S acceptance of the condition of the project site at the time work commences.

17.Time is of the essence of this Agreement and every provision hereof.

NOTICE TO CUSTOMER

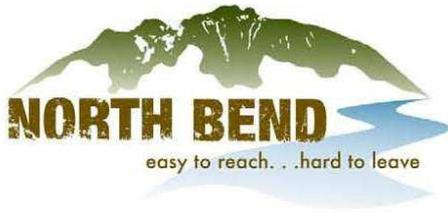
This CONTRACTOR is registered with the State of Washington, registration #RAINIAS991JO, and has posted with the state a bond or cash deposit for the purpose of satisfying claims against the CONTRACTOR for negligent or improper work or breach of contract in the conduct of the CONTRACTOR'S business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. This bond or deposit is not for your exclusive use because it covers all work performed by this CONTRACTOR. If any supplier of materials used in your construction project or any employee of the CONTRACTOR or Subcontractor is not paid by the CONTRACTOR or Subcontractor on your job, your property may be liened to secure payment. If you wish additional protection, you may request the CONTRACTOR to provide you with original "lien release" documents from each supplier or subcontractor on your project. General information is also available from the Department of Labor and Industries of the State of Washington. Website: http://www.lni.wa.gov/scs/contractors/default.htm

Customer Signature

Title

Print

Date



## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: August 18, 2015</b>	<b>AB15-084</b>	
<b>A Resolution Authorizing Renewal of the Interlocal Agreement for the Snoqualmie and South Fork Watersheds within WRIA 7</b>		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator –		
		City Attorney - Mike Kenyon		X
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		
		Finance – Dawn Masko		
		Public Works – Mark Rigos		
		CED Senior Planner – Jamie Burrell		X
Cost Impact: Approximately \$3,087 annually				
Fund Source: N/A				
Timeline: Immediate				
<b>Attachments:</b> Resolution, Exhibit A - Interlocal Agreement, Transmittal Letter and Summary of Changes				
<p><b>SUMMARY STATEMENT:</b></p> <p>The City’s participation in the Interlocal Agreement for the Snoqualmie and South Fork Watersheds within Water Resource Inventory Area (WRIA) 7 provides long-term watershed planning and conservation, as well as funding and implementation of various activities and projects which benefit the City and the watershed as a whole.</p> <p>The Snoqualmie Watershed Forum Interlocal Agreement was last reviewed and ratified in 2010 and is now proposed to be on a 10 year schedule. Member governments must ratify the ILA agreement through their respective governments before King County Council approval. Minor changes proposed to the ILA are summarized in the attachment.</p>				
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Community and Economic Development Committee reviewed the proposed amendments at the August 12th meeting and recommended approval and placement on the consent agenda.</p>				
<p><b>RECOMMENDED ACTION: MOTION to approve AB15-084, a resolution authorizing renewal of the Interlocal Agreement for the Snoqualmie and South Fork Skykomish Watersheds within WRIA 7.</b></p>				
<b>RECORD OF COUNCIL ACTION</b>				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
August 18, 2015				



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING RENEWAL OF THE INTERLOCAL AGREEMENT FOR THE SNOQUALMIE AND SOUTH FORK WATERSHEDS WITHIN WATER RESOURCE INVENTORY AREA 7**

**WHEREAS**, the City of North Bend shares interests in and responsibility for addressing long-term watershed planning and conservation for its portion of the Snoqualmie Watershed and wishes to provide for planning, funding and implementation of various activities and projects therein; and

**WHEREAS**, since 2006, the City has participated in an Interlocal Agreement for the Snoqualmie and South Fork Skykomish Watersheds within Water Resource Inventory Area 7 (the “Watershed ILA”), which contributes to the development of the Snohomish Basin Salmon Conservation Plan; and

**WHEREAS**, the Watershed ILA was first approved on December 27, 2005 by Resolution 1100 for a five-year term that expired on December 27, 2010; and

**WHEREAS**, on July 20, 2010, the City passed Resolution 1458 authorizing an amendment to the ILA, which extended the Watershed ILA for another five-year term that is set to expire December 31, 2015; and

**WHEREAS**, the City continues to seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding potential actions in response to listings under the Endangered Species Act (“ESA”); and

**WHEREAS**, the City wishes to continue identifying, coordinating and implementing water quality, flood hazard reduction, water quantity and habitat projects at the watershed level and recognizes efforts may be carried out more efficiently if done cooperatively than carried out independently;

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

**Section 1.** The Mayor is hereby authorized to renew the Interlocal Agreement for the

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Snoqualmie and South Fork Skykomish Watersheds within Water Resource Inventory Area 7, in the form as attached hereto as Exhibit A, for a ten-year term which will expire December 31, 2025.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18<sup>TH</sup> 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**

**INTERLOCAL AGREEMENT**

For the Snoqualmie and South Fork Skykomish Watersheds within  
Water Resource Inventory Area 7

**PREAMBLE**

**THIS AGREEMENT** ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington ("RCW") by a portion or all of the eligible governments signing this Agreement that are located in King County, lying wholly or partially within the Snoqualmie and South Fork Skykomish Watersheds and within the management area of Water Resource Inventory Area 7 ("WRIA 7"), political subdivisions of the State of Washington, or federally recognized Indian tribes (collectively, "Parties");

**WHEREAS**, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation for the majority of the Snoqualmie and South Fork Skykomish Watersheds for the purposes of implementing the Snohomish River Basin Salmon Conservation Plan ("WRIA 7 Plan") and improving watershed health in the King County portion of the basin; and

**WHEREAS**, Puget Sound Chinook salmon and bull trout, including the Snoqualmie and South Fork Skykomish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999 and the steelhead trout were listed as threatened under ESA in 2007; and

**WHEREAS**, the Parties recognize their participation in the efforts to implement the WRIA 7 Plan demonstrates a commitment to work proactively to address the ESA listings; and

**WHEREAS**, the Parties recognize achieving WRIA 7 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon and watershed conservation actions; and

**WHEREAS**, some of the Parties under the terms of an interlocal agreement for the years 2001-2005 contributed to the development of the Snohomish River Basin Salmon Conservation Plan and want to continue providing efficient participation in the implementation of such plan; and

**WHEREAS**, the Parties took formal action in 2005 to ratify the WRIA 7 Plan; and

**WHEREAS**, the Parties have executed the 2006-2010 Interlocal Agreement and a 2011-2015 extension and amendment to the Interlocal Agreement to implement the WRIA 7 Plan and improve watershed health; and

**WHEREAS**, the Parties continue to seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

**WHEREAS**, the Parties have completed the first 10 years of WRIA 7 Plan implementation by prioritizing and contributing resources and funds for implementing projects and programs to protect and restore salmon habitat and watershed health; and

**WHEREAS**, the Parties wish to continue this effort for identifying, coordinating and implementing habitat, water quality, flood hazard reduction, and water quantity projects at the watershed level under the terms of an interlocal agreement; and

**WHEREAS**, the Parties continue to have interest in achieving multiple benefits by integrating salmon recovery and watershed health projects and programs with other important resource considerations such as agriculture, forestry, biodiversity, wildlife, open space and recreation; and

**WHEREAS**, the Parties' goals include the preservation of the Snoqualmie Valley's rural character while strengthening vibrant cities; and

**WHEREAS**, the Parties recognize and respect the present-day and historical importance of the watershed and its resources to tribal culture, economy and customs; and

**WHEREAS**, the Parties recognize and value the present-day and historical connection of its cities and unincorporated communities to the river and the natural resources of the Snoqualmie watershed; and

**WHEREAS**, the Parties have an interest in participating in the Snohomish Basin Salmon Recovery Forum and other salmon recovery groups; and

**WHEREAS**, the Parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of the Puget Sound as it relates to salmon recovery and watershed health; and

**WHEREAS**, the Parties recognize that addressing watershed issues and implementing salmon conservation and recovery actions may be carried out more efficiently if done on a cooperative basis.

NOW, THEREFORE, the Parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
  - 1.1 **ELIGIBLE GOVERNMENTS:** The governmental entities eligible for participation in this Agreement are King County; federally recognized Indian tribes located within WRIA 7; the Cities of Carnation, Duvall, North Bend, Snoqualmie, and Sammamish; and the Town of Skykomish.
  - 1.2 **SNOQUALMIE WATERSHED FORUM:** The "*Snoqualmie Watershed Forum*" created herein, the governing body responsible for implementing this Agreement,

is comprised of designated representatives of eligible governments who have authorized the execution of and become Parties to this Agreement.

- 1.3 **SNOHOMISH BASIN SALMON RECOVERY FORUM:** The “*Snohomish Basin Salmon Recovery Forum*” (hereinafter referred to as “the Recovery Forum”) is the cooperative body comprised of local governments, the Tulalip Tribes, special districts, and stakeholder representatives from throughout WRIA 7.
  - 1.4 **Snohomish River Basin Salmon Conservation Plan:** The “Snohomish River Basin Salmon Conservation Plan” (hereinafter referred to as “the Salmon Conservation Plan”) is the document and any subsequent updates adopted by the Recovery Forum, developed by the Snohomish Basin Salmon Recovery Forum outlining actions for salmon recovery in response to listings of chinook and bull trout under the ESA.
  - 1.5 **SERVICE PROVIDER(S): Service Provider(s)** , as used herein, means that entity which supplies staffing or other resources to and for the *Snoqualmie Watershed Forum*, in exchange for payment. The **Service Provider(s)** may be a party to this agreement.
  - 1.6 **STAKEHOLDERS.** “**Stakeholders**” refers to those public and private entities within the WRIA 7 who reflect the diverse interests integral for planning for recovery of the listed species under the ESA, which may include but is not limited to agriculture, environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism and governance structure for the protection and restoration of the health of the Snoqualmie and South Fork Skykomish watersheds.
  - 2.2 To provide a mechanism for sharing information, facilitating multiple benefit projects and programs, and coordinating local efforts to address issues with watershed-wide implications, including but not limited to habitat restoration and protection, flood hazard reduction, surface and groundwater quality, and water quantity.
  - 2.3 To provide a mechanism and governance structure for the joint implementation of the Salmon Conservation Plan particularly related to the King County portions of WRIA 7 including important work along waterways that support salmon populations, including those areas above anadromous barriers such as above Snoqualmie Falls. This work is intended to inform local decision-makers about actions needed to respond to issues arising out of listings under the ESA.

- 2.4 To develop and articulate Snoqualmie Watershed-based positions on key issues during the implementation and adaptive management of the Salmon Conservation Plan. The Parties retain the right to submit comments on behalf of their individual governments.
- 2.5 To provide a mechanism for cooperative review and implementation of policies, programs and regulations to support salmon recovery, and to inform land use planning, incentive programs and outreach efforts.
- 2.6 To provide for the ongoing participation of citizens and other stakeholders in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and ESA efforts.
- 2.7 To provide a mechanism for securing technical assistance and funding from federal, state and other agency sources.
- 2.8 To provide a mechanism for the implementation of other multiple benefit projects such as habitat, surface and groundwater quality, water quantity, flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the ***Snoqualmie Watershed Forum***. Such projects may also include actions to benefit agricultural lands or other important resource lands, provided that such actions stem from integrated multi-objective planning efforts in the watershed.
- 2.9 To annually recommend projects for grant funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
- 2.10 To provide a framework for cooperation and coordination among the Parties on issues relating to the WRIA 7 or sub-WRIA 7 basin planning or to meet the requirement of a commitment by any Party to participate in WRIA 7 based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such Party.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or natural resource policy body.

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2016, provided it has been executed by King County and at least two (2) of the eligible member cities, towns, or tribes within the King County portion of WRIA 7, as authorized

by each government's governing body. Once effective, this Agreement shall remain in effect for a term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the Parties may agree to in writing, with such extension being effective upon its execution by King County and at least two (2) of the eligible member cities, towns, or tribes within the King County portion of WRIA 7. Such extension shall bind only those Parties executing the extension. Provisions for termination of membership under this agreement are in Section 8.

It is not the purpose or intent of this Agreement to prevent the Parties from entering into a WRIA 7-wide agreement at some future date prior to the end of the initial term of this Agreement.

4. **ORGANIZATION AND MEMBERSHIP OF THE SNOQUALMIE WATERSHED FORUM.**

The parties to this Agreement hereby establish a ***Snoqualmie Watershed Forum*** to serve as the formal governance structure for carrying out the purposes of this Agreement.

4.1 Each Party to this Agreement shall appoint one (1) elected official to serve as its primary representative, and one alternate representative to serve on the ***Snoqualmie Watershed Forum***. If the Parties appoint a non-elected official as an alternate, that Party must designate in writing on the jurisdiction's letterhead whether the non-elected official can vote on behalf of that Party.

4.2 In addition to the representatives of each of the Parties, the ***Snoqualmie Watershed Forum*** shall also include five (5) ex-officio members to increase the representation of citizens and partner organizations within the ***Snoqualmie Watershed Forum***. The five ex-officio representatives shall be appointed as follows: 1) one citizen appointed by the Snoqualmie Valley Government's Association; 2) two citizen residents of Council District 3 appointed by the King County Executive; 3) one representative of the King Conservation District (KCD) appointed by the KCD Board of Supervisors; and 4) one representative from a nonprofit organization appointed by the Snoqualmie Watershed Forum. Ex-officio members participate in consensus decision making but do not participate in voting in the event consensus cannot be reached. The Forum may elect to add additional ex-officio members without amending the ILA, provided that any such addition has been discussed during at least one regular meeting of the Forum prior to the meeting where the final decision is made, with opportunity provided for public comment. The decision to add an ex-officio member is subject to the provisions of Section 5.

- 4.3 Snoqualmie Watershed Forum members shall serve a term of four years, or the remainder of their elected term (if appropriate), whichever is shorter. **Snoqualmie Watershed Forum** ex-officio members shall have appointed representatives whose terms shall be as follows: the three ex-officio member representatives appointed by the Snoqualmie Valley Governments Association and by the King County Executive shall each serve a term of four years; the ex-officio member representative appointed by the King Conversation District shall serve a term of four years; and the ex-officio member representative appointed by the Snoqualmie Watershed Forum shall serve a term of two years.
- 4.4 The services cost-shared under this agreement shall be provided to the **Snoqualmie Watershed Forum** by the **Service Provider**, currently King County Department of Natural Resources and Parks. The **Snoqualmie Watershed Forum** shall enter into a Memorandum of Understanding with the **Service Provider**, which shall set out the understanding of expectations for services to be provided and a method of regular consultation between the **Service Provider** and the **Snoqualmie Watershed Forum** concerning the performance of services hereunder.
- 4.5 The Service Provider will meet with staff from each of the Parties at least once annually prior to October 1 to coordinate the development of a draft work program and budget for consideration by the **Snoqualmie Watershed Forum** for the following calendar year.
- 4.6 The **Snoqualmie Watershed Forum** shall, by October 1 of each year, establish an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. For non-tribal Parties, such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and geographic area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A. The Exhibit A data shall be updated every third year, as more current data becomes available, by the Service Provider and approved by the Snoqualmie Watershed Forum. Exhibit A shall be automatically amended, without further action of the Parties, to reflect this updated data upon distribution of such data to the Parties in writing. When a federally recognized Indian tribe becomes party to this Agreement, the tribe's initial cost share shall be determined jointly by the Parties and will be included in Exhibit A. Tribal cost share(s) shall also be re-evaluated at the same three-year intervals. The weight accorded to the tribe's vote for weighted voting pursuant to Section 5 for any given year shall

correspond to the tribe's cost share for that year relative to the cost shares contributed by the other Parties for that year.

- 4.7 The ***Snoqualmie Watershed Forum*** shall oversee the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.
  - 4.8 The ***Snoqualmie Watershed Forum*** shall review and evaluate annually the performance of the Service Provider to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this agreement.
  - 4.9 The ***Snoqualmie Watershed Forum*** may contract with similar watershed forum bodies, including the ***Recovery Forum*** or any other entities for any lawful purpose related hereto. The Parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.
  - 4.10 Those Parties that are members of the ***Recovery Forum*** shall participate in regular meetings of the ***Recovery Forum*** to the extent possible in light of constraints on the availability of staff and elected officials. The ***Snoqualmie Watershed Forum*** may elect to designate a representative of the Parties to participate in the Recovery Forum on a regular basis.
  - 4.11 The ***Snoqualmie Watershed Forum*** shall adopt rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The ***Snoqualmie Watershed Forum*** shall make decisions, approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 Decisions shall be made using a consensus model as much as possible that includes all Forum members. Each member agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the members. If unanimous agreement of members cannot be reached then the Parties may reach a decision by a majority recommendation with a minority report. Any Party who does not accept a majority decision may request weighted voting as set forth below.
  - 5.2 During the course of decision-making, a ***Snoqualmie Watershed Forum*** member may call for a non-binding "roll call" vote.

- 5.3 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Snoqualmie Watershed Forum**, the **Snoqualmie Watershed Forum** shall take action on a dual-majority basis, as follows:
- 5.3.1 Each Party, through its appointed representative, may cast its weighted vote in connection with a proposed **Snoqualmie Watershed Forum** action.
- 5.3.2 The weighted vote of each Party in relation to the weighted votes of each of the other Parties shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.6 in the year in which the vote is taken.
- 5.3.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the Parties and by a majority of the weighted votes of the Parties. No action shall be valid and binding on the Parties until it shall receive majority votes of both the total number of Parties and of the Parties representing a majority of the annual budget contribution for the year in which the vote is taken.

**6. OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 6.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **Snoqualmie Watershed Forum** under this Agreement, including all such obligations related to the **Snoqualmie Watershed Forum** funding, technical support, and participation in related planning, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.
- 6.2 During the term of this Agreement, the primary individual obligations of the Parties will be to participate in the **Snoqualmie Watershed Forum** and provide funding in support of the **Snoqualmie Watershed Forum**. Staff from each of the Parties shall meet periodically to, develop a proposed annual work program, coordinate implementation of the Salmon Conservation Plan and other watershed actions, and develop proposals for consideration by the **Snoqualmie Watershed Forum**.
- 6.3 No later than October 1 of each year of this Agreement, the **Snoqualmie Watershed Forum** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual Parties for the following calendar year and shall propose the levels of funding

and resources to be allocated to specific prioritized planning activities within the Snoqualmie Watershed and WRIA 7. The Parties shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than the end of the fiscal year. Parties to this Agreement may elect to secure grant funding to meet their individual obligations.

- 6.4 Funds collected from the Parties or other sources on behalf of the ***Snoqualmie Watershed Forum*** shall be maintained in a special fund by King County as fiscal agent and as *ex officio* treasurer on behalf of the ***Snoqualmie Watershed Forum*** pursuant to rules and procedures established and agreed to by the ***Snoqualmie Watershed Forum*** and King County.. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
- 6.5 Any Party may inspect and review all records maintained in connection with such fund at any reasonable time.

7. **LATECOMERS**. Governments located in King County lying wholly or partially within the management area of WRIA 7 which have not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all the voting members of the Snoqualmie Watershed Forum. The provisions of Section 5 otherwise governing decisions of the ***Snoqualmie Watershed Forum*** shall not apply to this section. The voting members of the ***Snoqualmie Watershed Forum*** and any governments seeking to become a Party shall jointly determine the terms and conditions under which the government may become a Party, which terms and conditions shall include payment by such government to the ***Snoqualmie Watershed Forum***, of the amount determined jointly by the voting members of the ***Snoqualmie Watershed Forum*** and the government to represent such government's fair and proportionate share of all costs associated with activities undertaken by the ***Snoqualmie Watershed Forum*** as of the date the government becomes a Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties to this Agreement.

8. **TERMINATION**.

- 8.1 The obligations of any Party under this Agreement may be terminated by that Party, through action of its governing body, only upon notice to the other Parties by not later than December 1st for termination effective January 1 of the following

year. The terminating Party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating Party up to the effective date of such termination. It is possible that the makeup of the Parties to this Agreement may change from time to time. Regardless of any such changes, the Parties choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the *Snoqualmie Watershed Forum* as reflected in the annual budget.

8.2 This Agreement may be terminated in its entirety at any time by the written agreement of all Parties.

9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law as to city and county governments, and federal law as governing to tribes, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 8.
10. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities or liabilities under the ESA, or any other act, statute, regulation, or ordinance of any local municipality or government, the State of Washington, or the United States.

11. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the ***Salmon Conservation Plan*** developed pursuant to this Agreement.
12. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any Party to this Agreement which is not a party to such decision or agreement.
13. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the Recovery Forum, National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or, the State of Washington, or to form the basis for any liability on the part of the ***Snoqualmie Watershed Forum*** or any of the Parties, or their officers, elected officials, agents and employees, to any third party.
14. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.
15. **COUNTERPARTS.** This Agreement may be executed in counterparts.
16. **APPROVAL BY PARTIES' GOVERNING BODIES.** This Agreement has been authorized and approved for execution by each Party's governing body.
17. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

KING COUNTY

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF CARNATION

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF DUVALL

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF NORTH BEND

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF SNOQUALMIE

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

SNOQUALMIE TRIBE

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

TOWN OF SKYKOMISH

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

TULALIP TRIBES

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





Carnation  
Duvall  
King County  
North Bend  
Snoqualmie  
Snoqualmie Tribe

July 7, 2015

The Honorable Kenneth Hearing  
Mayor, City of North Bend  
211 Main Ave. N.  
P.O. Box 896  
North Bend, WA 98045



Dear Mayor Hearing,

The Snoqualmie Watershed Forum is pleased to transmit to you the Inter-local Agreement (ILA) to continue the joint work of our governments in the protection and restoration of the Snoqualmie and South Fork Skykomish watersheds. The ILA will extend our successful partnership by ten years to December 31, 2025. The attached memorandum summarizes the principal updates to the ILA and describes the process that the Forum has followed in updating the current agreement that expires on December 31, 2015. The Snoqualmie Watershed Forum recommends that your council take the necessary action to approve this new agreement before the end of July 2015 or soon thereafter.

Over the past 15 years, the cities of North Bend, Snoqualmie, Carnation and Duvall, King County, and (beginning in 2006) the Snoqualmie Indian Tribe have been working together under the ILA to jointly guide and implement salmon recovery and water resource actions in the watershed. In this time the Forum has: partnered in the development and implementation of the Snohomish River Basin (WRIA7) Salmon Conservation Plan; recommended over \$8.7 million to habitat, water quality, flood hazard reduction and stewardship projects in the valley; fostered relationships and collaborative projects with landowners as well as many non-governmental organizations; represented Snoqualmie Watershed priorities in regional processes such as the Snohomish Forum and Puget Sound Partnership; and educated and involved the public through participation in numerous events.

Two additional eligible governments, the Town of Skykomish and the Tulalip Tribes, intend to sign the ILA and join the Forum beginning in 2016. The Forum is looking forward to this expansion of our partnership and we look forward to continuing to serve the governments and the people of the Snoqualmie and South Fork Skykomish Watersheds.

Sincerely,

Jason Walker - Forum Chair  
City of Duvall Councilmember

Lee Grumman – Forum Vice-Chair  
City of Carnation Councilmember

cc: Londi Lindell, City Administrator, City of North Bend  
Gina Estep, Community and Economic Development Director, City of North Bend





## Snoqualmie/South Fork Skykomish 2016 Interlocal Agreement (ILA)

### Summary of ILA Changes and Renewal Process

The current Snoqualmie Watershed Forum interlocal agreement (ILA) will sunset in December 2015. Through the Forum process, the ILA signatory jurisdictions have renegotiated a new ILA that will run through 2025. The current ILA signatories include King County, the Snoqualmie Tribe and Cities of Carnation, Duvall, North Bend and Snoqualmie. The new ILA will govern the Forum's purpose, operations and cost share arrangements.

Beginning in the fall of 2014, the Forum reviewed the current ILA over several meetings to update the ILA language reflecting the Forum's current efforts. In the spring of 2015, Forum staff presented the ILA renewal process to each member jurisdiction's council or council subcommittee (depending on what was requested). On May 20, 2015, the Forum approved a final review draft and forwarded it to member jurisdictions. In June, each jurisdiction's planning department and attorneys reviewed the final review draft of the ILA and provided minor comments. The Forum is now transmitting the ILA to each member jurisdiction for council approval.

The ILA's primary purpose continues to be coordinating salmon recovery and watershed health efforts in the Snoqualmie and South Fork Skykomish watersheds. There are some minor changes to the ILA language listed below:

- History – The Forum updated and added a series of “Whereas” statements to reflect the history of the ILA effort. (Preamble: Page 1-2)
- Multi-objective Projects – The Forum strengthened language supporting projects that benefit salmon recovery, improve water quality, reduce flood hazard while considering other important community interests, such as wildlife, agriculture, recreation, open space, etc. (Section 2.2 & 2.8)
- Grant Funding – The ILA describes the Forum's new role in annually recommending projects and programs for King County Flood Control District grant funding (Section 2.9)
- ILA Term – The ILA term will be 10 years rather than the previous term of 5 years (Section 3)
- Ex-officio Membership: The Forum currently has five ex-officio members. The Forum decided to allow future addition of ex-officio members without amending the ILA, if the Forum decides to include representatives from additional interest groups. (Section 4.2)
- Cost Share Recalculation Schedule: In the past the Forum cost share, Exhibit A, was not updated on a regular schedule. The new ILA states that cost share data that determine ILA costs paid by jurisdictions (such as a jurisdiction's population, assessed property value and land area) will be updated every three years. (Section 4.6)
- Tribal Cost Share: In the past, tribes paid a flat cost share amount year to year, in part because the cost share formula, which is designed to allocate cost between cities and county governments, does not fit the geographic context of tribal governments. The new ILA cost share, Exhibit A, will raise tribal costs at the same rate as any increases allocated to other jurisdictions (Exhibit A).
- Membership: Though membership eligibility has not changed, the Town of Skykomish and the Tulalip Tribes plan to sign the ILA and join the Forum in 2016.



Exhibit A: Preliminary 2016 WRIA-Based Cost-Share



2016 ILA Budget Estimate =>

**\$ 510,512**

WRIA	Jurisdiction	2013 Est. Population	\$ If Based On Pop. Only	2014 Land Appraisal	2014 Improvements Appraisal	2014 Total Appraised Value	\$ If Based On AV Only	2014 Land Area (Square Miles)	\$ If Based On Area Only	Avg of Pop+AV+ Area	2016 Cost Shares Based On Avg of All Three	2016 Cost Shares with 10% City Contributions
7	Camas	1,785	\$ 14,097	\$ 67,807,400	\$ 158,169,700	\$ 225,977,100	\$ 11,009	1.16	\$ 876	1.73%	\$ 8,661	\$ 866
7	Duwai	7,120	\$ 56,229	\$ 246,996,986	\$ 552,893,000	\$ 799,889,986	\$ 38,970	2.44	\$ 1,838	6.46%	\$ 32,346	\$ 3,235
7	King County	36,540	\$ 288,568	\$ 3,321,841,671	\$ 3,368,084,229	\$ 6,689,925,900	\$ 325,928	647.98	\$ 488,478	73.48%	\$ 367,658	\$ 367,658
7	North Bend	6,020	\$ 47,542	\$ 382,375,986	\$ 474,386,110	\$ 856,762,096	\$ 41,741	4.40	\$ 3,320	6.17%	\$ 30,868	\$ 3,087
7	Snoqualmie	11,700	\$ 92,399	\$ 729,827,898	\$ 943,828,856	\$ 1,673,656,754	\$ 81,539	7.44	\$ 5,612	11.96%	\$ 59,850	\$ 5,985
7	Skykomish	195	\$ 1,540	\$ 6,238,900	\$ 18,129,900	\$ 24,368,800	\$ 1,187	0.33	\$ 251	0.20%	\$ 983	\$ 99
7	Snoqualmie Tribe		\$ 5,069				\$ 5,069		\$ 5,069		\$ 5,069	\$ 5,069
7	Tulalip Tribes		\$ 5,069				\$ 5,069		\$ 5,069		\$ 5,069	\$ 5,069
	<b>WRIA 7 Total</b>	<b>63,360</b>	<b>\$ 510,512</b>	<b>4,755,088,841</b>	<b>5,515,491,795</b>	<b>10,270,580,636</b>	<b>\$ 510,512</b>	<b>664</b>	<b>\$ 510,512</b>	<b>100.00%</b>	<b>\$ 510,512</b>	<b>\$ 391,067</b>

NOTES

1. Annual grants and cost-savings (as available) make up the balance of the Forum budget.
2. Information on population, assessed value, and land area is based on most recent data available.
3. King County land area excludes the SF Tolt River basin, the Alpine Lakes Wilderness, and those portions of the City of Sammamish that are within WRIA 7.





## City Council Agenda Bill

<b>SUBJECT:</b>	<b>Agenda Date: August 18, 2015</b>	<b>AB15-085</b>
<b>A Motion Authorizing a Design Contract with Gray and Osborne for the NW 14<sup>th</sup> Street Project (Bendigo Blvd to Boalch Ave NW)</b>	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	
	Finance – Dawn Masko	
	Public Works – Mark Rigos, P.E.	X
Cost Impact: \$35,700		
Fund Source: Streets Capital		
Timeline: Immediate		

**Attachments:** Exhibit A (Scope & Fee), Exhibit B (Vicinity Map), Exhibit C (Survey Map), Exhibit D (NB 6-Year TIP 2016-2021)

**SUMMARY STATEMENT:**

**Background:**

This transportation capital project (T-014) is located on NW 14<sup>th</sup> Street between Bendigo Boulevard (SR 202) and Boalch Avenue NW (see Exhibit B - Vicinity Map). This road reconstruction project is listed as a #5 priority transportation capital project in the City of North Bend’s 2016-2021 Transportation Improvement Program (6-year TIP) (see Exhibit D), which was approved by North Bend City Council in June 2015. The primary benefit of this project is to improve the driving surface, structural integrity, and drainage of this section of roadway. The Pavement Condition Index (PCI) of this section is currently 11 on a 0 to 100 scale, 100 being a brand-new roadway. Much of the deterioration is suspected to have been caused by inadequate structure beneath the road surface, lack of pavement thickness, shallow roots from massive cottonwood trees uplifting the pavement, and a lack of proper drainage. This road is used by King County Metro buses, heavy Chinook Lumber trucks, and is adjacent to Encompass, which generates a significant amount of traffic from parents dropping off and picking up their children.

**Project Recently Began:**

City staff began working on the analysis of this capital project in early 2015, and contracted with Concept Engineering, Inc. to conduct a strip topographical survey. Attached is a survey map (Exhibit C). The cost of the survey was approximately \$5,800. City staff also contracted with Clear View Tree Service to remove six large cottonwood trees on the north side of the road. The total cost of this project was approximately \$8,900 of which Encompass paid slightly more than \$3,000. The next step is to begin the civil engineering design.

**Consultant Selection:**

Gray & Osborne (G&O) was selected as the engineering consultant on this project for several reasons:

- A. G&O’s project manager, Roger Kuykendall, and his team have extensive resumes performing design work on these types of roadway reconstruction projects.
- B. They are also very familiar with the King County Surface Water Design Manual and have some great ideas for how to get the runoff channeled to appropriate drainage systems with minimal impact to adjacent properties.
- C. G&O is familiar with the City of North Bend and our municipal code as Roger is currently leading the effort to create our first Public Works Standards document.
- D. G&O is listed on the MRSC roster.

**Total Cost of Project:**

As shown on the 2016-2021 TIP, the project’s design budget is \$126,000 and the construction budget is \$714,000, which equals a total project cost of \$840,000. Public Works staff believe these estimates are

## City Council Agenda Bill

reasonable for the reconstruction of this portion of NW 14<sup>th</sup> Street. Also note that G&O's fee estimate for final design of the project is \$35,700, far below the estimate provided in the TIP. Please be advised that because civil engineering plans have not yet been designed, an accurate cost estimate is not yet available.

**Budget / Timing:**

The City's 2015 budget does not have dedicated funding for this project in 2015. However, the City's 2016 budget does have dedicated funding in 2016. At this time, Director Rigos and City Engineer DeBerg would like to continue to move this project toward being "shovel ready" in 2015, so that construction could occur in 2016, if desired by City Council, if funds permit. If the design were to be delayed until January, 2016, then there may not be adequate time to perform the engineering, permitting, advertising, bidding and construction in 2016 with the other competing projects, which consequently would push the project construction out to at least 2017.

**How Do We Fund the Design Cost?:**

The cost of the design, which is roughly \$36k, can be funded from the City's Streets Capital fund.

**COMMITTEE REVIEW AND RECOMMENDATION:** The Transportation and Public Works Committee reviewed this item at its August 12, 2015 meeting and Councilmember Loudenback recommended approval and placement on the consent agenda.

**RECOMMENDED ACTION: MOTION to approve AB15-085, authorizing a design contract with Gray & Osborne for the NW 14<sup>th</sup> Street Project (Bendigo Blvd to Boalch Ave NW), in an amount not to exceed \$35,700, in a form as approved by the City Attorney.**

<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 18, 2015		



**Gray & Osborne, Inc.**

CONSULTING ENGINEERS

July 20, 2015

Mr. Mark Rigos, P.E.  
Public Works Director  
City of North Bend  
P.O. Box 896  
North Bend, Washington 98045

SUBJECT: ENGINEERING PROPOSAL, NW 14<sup>TH</sup> STREET REPAIR  
CITY OF NORTH BEND, KING COUNTY, WASHINGTON  
G&O #20156.11

Dear Mr. Rigos:

Enclosed is our proposal for engineering services for the design of the NW 14<sup>th</sup> Street Repair project. The scope of work for this project is outlined in Exhibit A and the estimated design cost is outlined in Exhibit B. We are immediately available to begin this work as directed by the City.

**PROJECT UNDERSTANDING**

The project site is located on NW 14<sup>th</sup> Street, between State Route 202 (SR 202) and Boalch Avenue NW, in the northwest portion of the City. The roadway in the project site is approximately 500 feet in length, 21 to 24 feet in paved width, and rural in character with paved and gravel shoulders and no sidewalks. The road serves as the primary access to The Welding Shop and receiving dock for Chinook Lumber, as well as for parking for the Encompass School. A bus stop is also present at the east end of the street.

There are no formal drainage facilities in the roadway, although runoff in the area eventually flows into the roadside ditches on SR 202 and Boalch Avenue NW and thence north toward Gardiner Creek. An 18-inch CMP culvert (condition unknown) conveys SR 202 runoff beneath NW 14<sup>th</sup> Street. Due to the local truck traffic and the lack of drainage collection facilities, the asphalt pavement is experiencing failure in several places. The only known utilities at the project site, as shown by the topographic survey (Concept Engineering, Inc., dated March 27, 2015), is a gas main (diameter unknown) beneath the south shoulder and a joint cable television/telephone line buried beneath the north shoulder.



Mr. Mark Rigos, P.E.  
July 20, 2015  
Page 2

The City desires to design and construct a new roadway, with new pavement and drainage facilities, hopefully this fall. It is our understanding that the existing right-of-way for NW 14<sup>th</sup> Street is 60 feet wide and extends several feet beyond the roadway edge so no additional right-of-way or easements will be required to construct the project. The new road cross section is anticipated to be crowned, with thickened asphalt edges (to collect runoff), approximately 24 feet in width, with gravel shoulders for parking and truck parking/waiting. Geotechnical exploration will be performed to assess the condition of the underlying soils and provide recommendations for drainage and pavement design. Critical areas are not known to exist in the vicinity.

It appears the project can be classified as a Transportation Redevelopment project, and therefore would be exempt from flow control and water quality treatment, so long as the addition of impervious surface is limited to 2,000 square feet. Preparation of a Technical Information Report will be included in this scope of work.

Should you have any questions regarding this proposal, please call the undersigned.

Sincerely,

GRAY & OSBORNE, INC.

Roger W. Kuykendall, P.E.

RWK/hhj  
Encl.

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CITY OF NORTH BEND NW 14<sup>TH</sup> STREET REPAIR DESIGN**

Gray & Osborne, Inc. (Engineer), of Seattle, Washington, will prepare plans, specifications, and engineering cost estimates (PS&E) for the City to advertise, award, and construct the project. Construction is planned for 2015, contingent upon local funding. It is assumed the City will acquire all necessary local permits and approvals for the project.

Based on our understanding of the project, we propose to provide engineering design services as described in this scope of work and attached fee estimate. Specific tasks in this scope of work are described below.

#### **1. PROJECT MANAGEMENT**

Provide overall project management and oversight services including:

- Dedicate sufficient staff resources to the project.
- Oversee project budget and schedule.
- Oversee monthly progress reports and invoices.

#### **2. QUALITY ASSURANCE/QUALITY CONTROL**

- A. Oversee three in-house quality assurance/quality control (QA/QC) meetings during the course of the design project. The meetings will include senior project staff and selected design team members. The meetings serve to discuss design criteria and project constructability as well as schedule, budget, and deliverables. Meetings to take place at the following levels:
- Kickoff (5 percent)
  - Preliminary Design ( $\pm 50$  percent)
  - Final Design ( $\pm 90$  percent)
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

#### **3. WSDOT AND UTILITY COORDINATION**

- A. Request utility maps and as-built information from utilities providing services in the project area. Available information will be incorporated

into the design drawings. Affected utilities will be identified on the plans. Coordinate with utility companies as needed. The City will also provide available information regarding city-owned utilities and drainage systems. This work assumes that utility conflicts are minimal and can be addressed without significant design effort. Unknown or additional utility design work will be considered as extra work.

- B. Coordinate with WSDOT regarding their level of review and approval for any work within the right-of-way or affecting the operation of SR 202. This work assumes WSDOT will provide timely and minimal comments regarding the design. Should WSDOT request additional studies or other engineering design tasks regarding the project, this will be considered as extra work.

#### **4. PROJECT MEETINGS**

- A. Prepare for and attend up to three regularly scheduled project meetings with Public Works staff to discuss project progress, schedule, and proposed design. Meetings will occur at the kickoff, preliminary, and final design stages.
- B. Attend required pre-application meeting with the Community and Economic Development Department. Materials to be submitted prior to the meeting include mapping and the proposed design concept.

#### **5. GEOTECHNICAL EVALUATION**

Perform geotechnical evaluation to assess the subgrade conditions and provide recommendations for design of the project. Gray & Osborne will subcontract with PanGEO to provide geotechnical evaluation of NW 14<sup>th</sup> Street. The scope of the geotechnical evaluation is attached.

#### **6. TECHNICAL INFORMATION REPORT**

- A. Perform the necessary field and investigative work to evaluate and analyze the drainage issues for the project, including a Level 1 Downstream Analysis as described in the King County Surface Water Design Manual (KCSWDM). The task will culminate in the preparation of a Technical Information Report and include maps, resource review, field inspection, system description, and a discussion of potential impacts and/or mitigation and required drainage facilities. It is assumed that access to all properties will be made available and that the work can proceed in a uniform and continuous manner.

- B. It is assumed that the City will provide all available information regarding the downstream drainage areas including as-built or record drawings, past drainage complaints and/or issues, and other pertinent information.

**7. PRELIMINARY PS&E**

Prepare preliminary plans, specifications, and engineering cost estimates for use in reviews by the City for development of the project. Preliminary design is assumed to be a 50 percent design level.

- A. Using the topographic survey and right-of-way information provided by the City, develop a base map. Incorporate available utility and storm drainage information.
- B. Superimpose proposed horizontal alignment and vertical profile onto the base map.
- C. Prepare preliminary construction plans in a City-approved format including title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.
- D. Prepare draft project specifications in WSDOT format referencing the 2014 Standard Specifications. Specifications are to include City-approved proposal, contract, and bonding documents.
- E. Calculate preliminary bid quantities and prepare preliminary-level construction cost estimates.
- F. Conduct a QA/QC meeting at the preliminary design phase of the project, concentrating on major items to include project schedule, budget, and constructability. Incorporate all relevant review comments. Revise layouts and drawings to reflect relevant review comments.

**8. FINAL PS&E**

Prepare final plans, specifications, and engineering cost estimates for use as bid documents suitable for bidding, award, and construction of the project.

- A. Prepare plans in a City-approved format including plan and profile sheets and special details. The final design will be the result of City and permitting agency review and direction.
- B. Prepare final specifications in WSDOT format including proposal, contract, and bonding documents.

- C. Prepare final quantity takeoff and construction-level construction cost estimate.
- D. Conduct a final QA/QC meeting at the “near-bid-ready” design phase (90 percent) of the project, concentrating on items such as construction schedule, construction budget, and project constructability. Revise plans and specifications to reflect relevant review comments.
- E. Prepare final bid/construction plans and specifications in a City-approved format including title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

**9. BID AND AWARD ASSISTANCE**

Assist the City during the bid and award phases. Answer bid inquiries during the bid phase. Prepare and distribute any bid addenda as may be required. Review the various bids and contractor qualifications received and prepare a bid recommendation letter. This work assumes the City will perform the required duties necessary to advertise and solicit bids for the project.

**DELIVERABLES**

At the conclusion of the design effort and during the course of the project as applicable, the Engineer will deliver to the City the following documents:

- One electronic set of preliminary plans, specifications, and cost estimate
- One electronic set of final plans, specifications, and cost estimate
- Four paper copy sets of project half-size construction drawings and specifications

**BUDGET**

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, will not be exceeded without prior written authorization of the City. The budget amount assumes that the project will be complete by October 2015.

**MANAGEMENT RESERVE FUND**

The MRF is to be set aside to cover unforeseen extra work and/or services required for the design of the project. Such unforeseen conditions could include additional environmental and permitting documentation, additional design, information, and studies requested by WSDOT, utility conflict resolution, and/or other related tasks.

**PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES**

This scope of work and the resulting maximum amount payable are based on the following assumptions and those stated City responsibilities as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the product (standards) deliverables, including timely review of all submittals.
2. This scope of work assumes that the City will perform all the necessary work to identify and investigate critical areas, including wetlands, and that the City will prepare any required permit applications and/or mitigation plans for same.
3. This scope of work assumes that cultural research and investigation (i.e., a cultural resources study) will not be required for the project.
4. This scope of work assumes that topographic survey will be provided to the Engineer by the City in a format (AutoCAD) and of sufficient detail for design purposes. The Engineer should be entitled to rely on the accuracy of this information, including existing right-of-way, for the purpose of performing the services as detailed herein.
5. This scope of work assumes that the City will prepare, advertise, and circulate any environmental documentation (SEPA, etc.) and pay any costs of publication, as well as make timely threshold determinations.
6. This scope of work assumes that the City will facilitate any public meetings, and arrange for location(s) to convene such workshops and meetings, and pay any costs, if any, for the rental of such location(s).
7. This scope of work assumes that all local permits will be acquired by the City.

**EXHIBIT B**

**FEE ESTIMATE**

*City of North Bend - NW 14<sup>th</sup> Street Repair Design*

<b>Discipline Required</b>	<b>Estimated</b>		
	<b>Hours</b>	<b>Fully Burdened Rate</b>	<b>Amount</b>
Principal/Project Manager	10	\$140.00	\$ 1,400
Project Engineer	40	\$132.00	\$ 5,280
Civil Engineer	102	\$120.00	\$12,240
CADD Technician	34	\$94.00	\$ 3,196

Subtotal, Labor Cost:	\$22,116
Expenses (mileage, printing, miscellaneous):	\$ 478
Subconsultant (PanGEO), including Overhead Fee of 10%:	\$ 7,106
Subtotal:	\$29,700
Management Reserve Fund:	\$ 6,000
<b>TOTAL ESTIMATED COST</b>	<b>\$35,700</b>



January 20, 2015  
File No. P-3766

Mr. Roger Kuykendall, P.E.  
**Gray & Osborne, Inc.**  
3710 168<sup>th</sup> Street NE, Suite B210  
Arlington, Washington 98223

**Subject: Proposal for Geotechnical Engineering Services  
NW 14<sup>th</sup> Street Reconstruction  
North Bend, Washington**

Dear Mr. Kuykendall,

Attached please find our proposed scope of work and cost estimate to assist you with the design of the proposed roadway reconstruction project along NW 14<sup>th</sup> Street in North Bend, Washington. The subject project has a total length of about 550 feet, and extends along NW 14<sup>th</sup> Street between Boalch Avenue NW and Bendigo Boulevard North (SR202). This section of roadway currently consists of a two-lane asphalt paved road in poor condition, as the asphalt shows significant cracking and distress.

As currently envisaged, the project consists of the complete reconstruction of the asphalt pavement and base. The proposed road width will be approximately 25 feet. Drainage will be conveyed to the west into a deep ditch flowing northwest on SR202.

Our proposed scope of work is outlined in Exhibit A. We will perform the services on a time and material basis. We estimate that a budget of \$6,460 would be needed to complete the scope of work. Details of our cost estimate are outlined in Exhibit B. We agree not to exceed the estimated budget without your prior approval.

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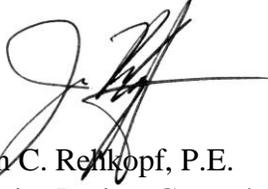
3213 Eastlake Avenue East, Ste B  
Seattle, WA 98102  
Tel: (206) 262-0370  
Fax: (206) 262-0374

Proposal for Geotechnical Engineering Services  
NW 14<sup>th</sup> Street Reconstruction, North Bend, WA  
July 20, 2015

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We appreciate the opportunity to submit this proposal and are looking forward to assisting you with this project. Please call should you have any questions regarding this proposal.

Sincerely,



Jon C. Rehkopf, P.E.  
Senior Project Geotechnical Engineer



Siew L. Tan, P.E.  
Principal Geotechnical Engineer

Enclosures:

Exhibit A: Scope of Work  
Exhibit B: Cost Estimate

### EXHIBIT A - SCOPE OF WORK

1. **Site Reconnaissance** – We will make a site visit to observe the site surface conditions, and will evaluate the potential impacts of site surface features to the proposed design and construction. We will also mark the boring locations for utility locates.
2. **Subsurface Explorations** – We believe that test borings are appropriate to determine the subsurface conditions for design and construction cost estimates. We propose drilling four test borings for the project. The borings will be evenly spaced along the project alignment, and will be drilled through the existing asphalt pavement to allow observation of the existing pavement section. The borings will be drilled to a maximum depth of about 10 feet. Soil samples will be taken using Standard Penetration Tests at 2½ and 5-foot depth intervals, and the results will be used for evaluating the soil engineering properties.

We will contact the One-Call Center for underground utility clearance. PanGEO should also be provided with any existing utility maps by the client. All field activities will be coordinated with Gray & Osborne and the City of North Bend.

*Assumptions:* We assume that all our field work will be conducted within City right of way, and street use permits will not be required. We assume that flaggers will not be needed. This proposal assumes that traffic control measures will consist of traffic cones around the drill rig. If additional traffic control measures are required, we assume that they will be provided by the City.

3. **Laboratory Tests** – We will select representative soil samples collected from the test borings for grain size analysis, natural moisture content and Atterberg limits to characterize the on-site soil properties.
4. **Engineering and Report** – We will perform an engineering evaluation and analysis based on the proposed improvements and the subsurface conditions encountered in the test borings. A draft report will be prepared and submitted to the project team for review. Our draft report will summarize the results of our geotechnical study, including a site map with approximate boring locations, description of surface and subsurface conditions (soil and groundwater), pavement design recommendations and general earthwork recommendations. The draft report will be finalized once we receive review comments from the project team.

We assume that a base map will be provided to PanGEO for documenting our boring locations.

5. **Meeting/Post Report Consultations** – We will attend project meetings and provide additional consultations when requested.

Proposal for Geotechnical Engineering Services  
 NW 14<sup>th</sup> Street Reconstruction, North Bend, WA  
 July 20, 2015

**EXHIBIT B - COST ESTIMATE**

<b>ESTIMATED LABOR:</b>							
WORK TASK DESCRIPTION	PanGEO Hours & Hourly Rates						COST
	Sr. Principal	Principal	Geot. Eng.	Sr. Geologist	Staff Eng.	Admin,	
	\$165.00	\$140.00	\$120.00	\$95.00	\$85.00	\$45.00	
Site Reconnaissance/ Coordination			4				\$480
Log Test Borings				8			\$760
Prepare Summary Boring Logs/Lab Data				3			\$285
Engineering + Report		2	10	4			\$1,860
Post Report Consultation/Meeting			4				\$480
<b>TOTAL LABOR:</b>	0	2	18	15	0	0	<b>\$3,865</b>
<b>LABORATORY TEST SUMMARY:</b>							
Test	Est. No. Tests	Unit Cost	Total Cost	<b>ESTIMATED DIRECT EXPENSES:</b>			
Moisture Content	2	\$15	\$30	Mileage	\$73		
Grain Size Analysis	2	\$100	\$200	Laboratory Testing	\$230		
Atterberg Limits	0	\$125	\$0	Street Use Permit	\$0		
1-D Consolidation	0	\$475	\$0	Traffic Control Sign Rental	\$0		
			\$0	Field Supplies & Report Production	\$22		
<b>LABORATORY TOTAL:</b>			<b>\$230</b>	<b>TOTAL DIRECT EXPENSES</b>	<b>\$325</b>		
<b>ESTIMATED SUBCONTRACTOR COSTS:</b>							
				Drill Rig Mob/Demob	\$400		
				Start Card Fee	\$50		
				Dispose of Drill Cuttings	\$300		
				Drilling 4 10-foot borings	\$1,520		
				<b>TOTAL SUB. COSTS:</b>	<b>\$2,270</b>		
<b>PROJECT TOTALS AND SUMMARY:</b>							
				Total Labor Cost	\$3,865		
				Direct Expenses	\$325		
				Subcontractor Costs	\$2,270		
				<b>GRAND TOTAL</b>	<b>\$6,460</b>		

# NW 14th Street Reconstruction - Vicinity Map



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.

Notes:

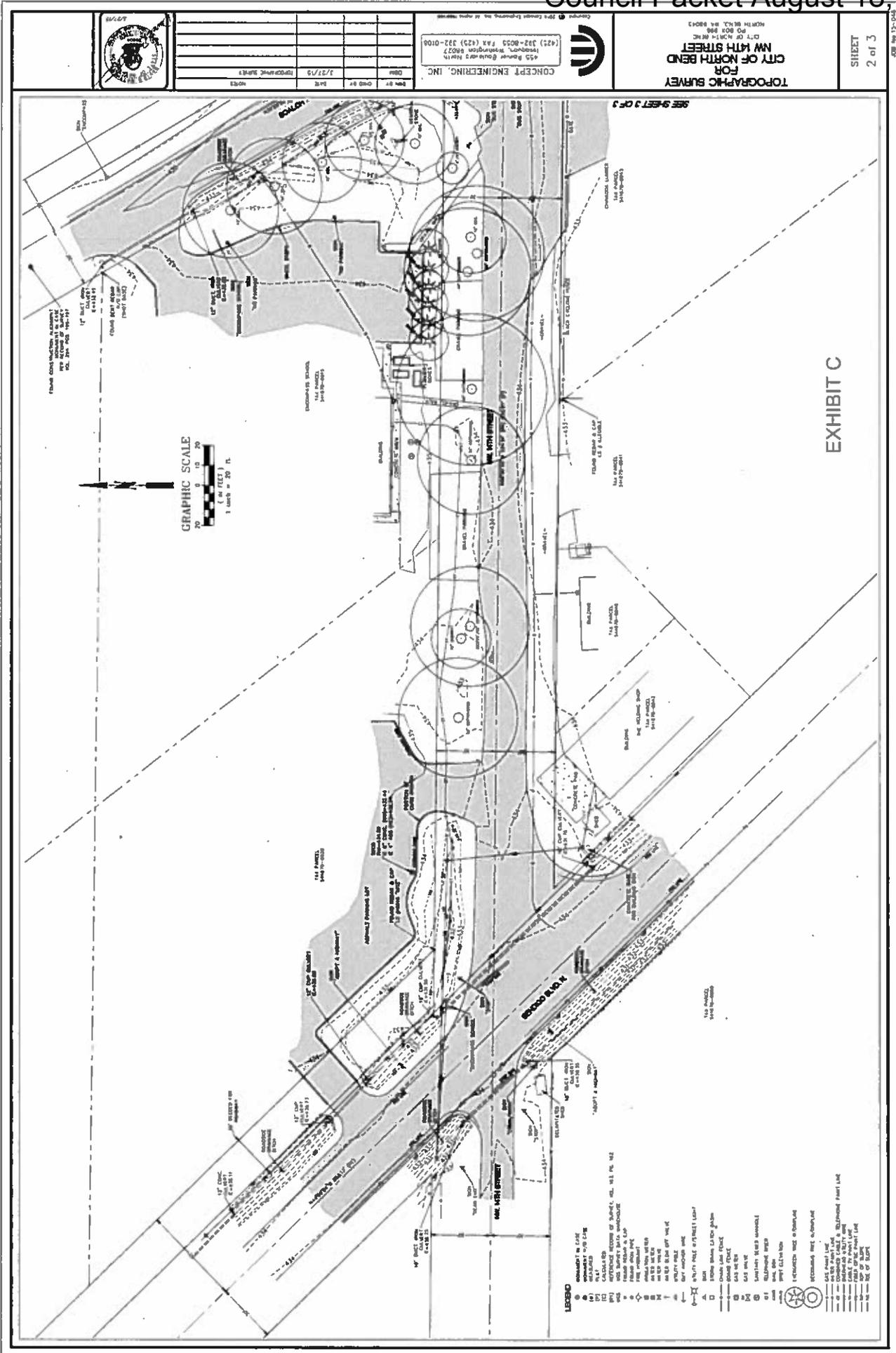
Date: 7/28/2015

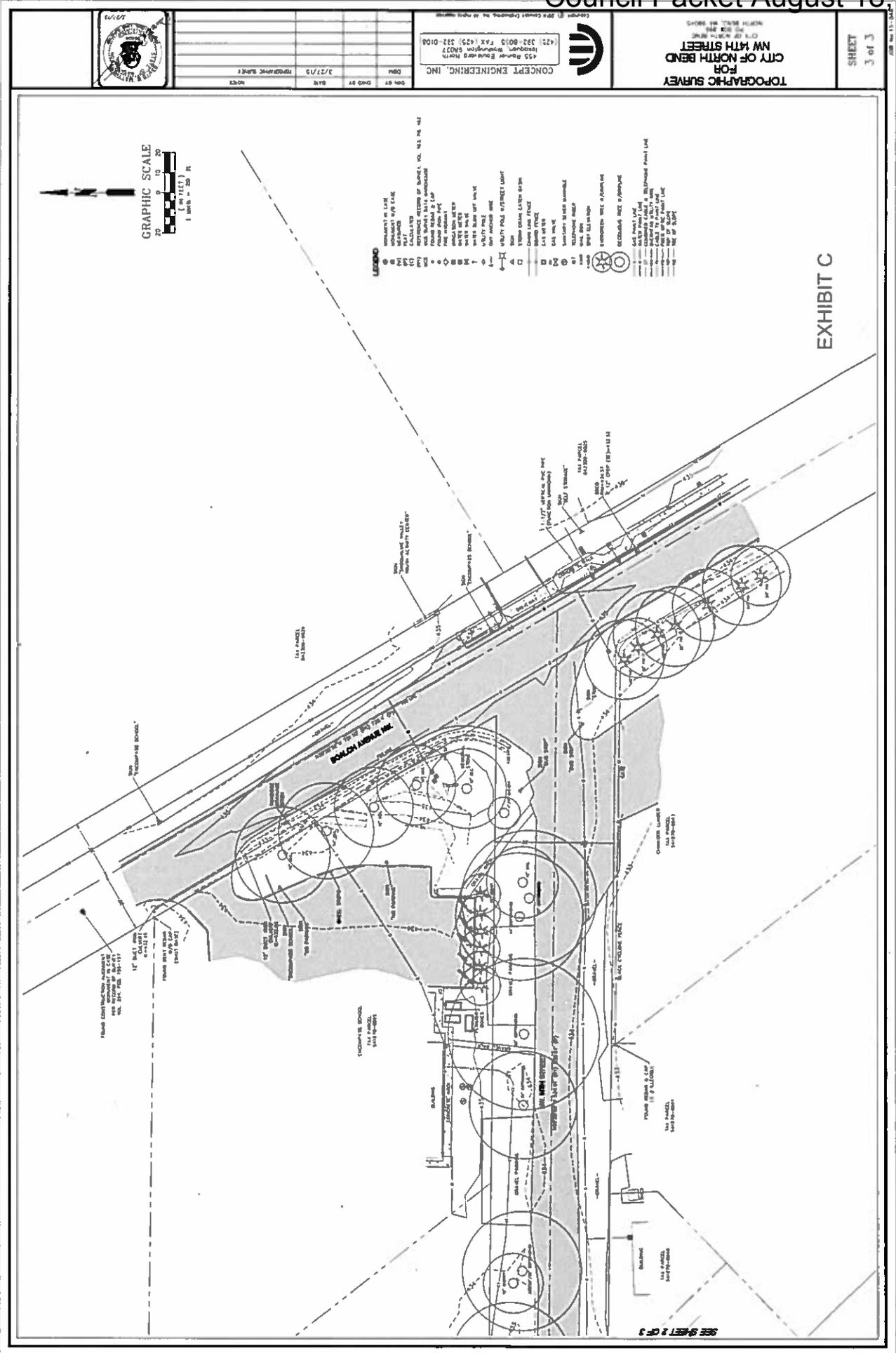


## EXHIBIT B









SHEET 3 of 3

**TOPOGRAPHIC SURVEY**  
FOR  
**CITY OF NORTH BEND**  
NW 14TH STREET

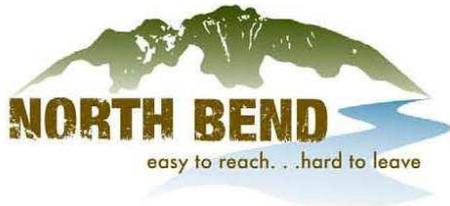
**CONCEPT ENGINEERING, INC.**  
415 Pioneer Boulevard NW  
Bend, Oregon 97701  
(421) 332-8015 FAX (421) 332-0100











## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: August 18, 2015</b>	<b>AB15-086</b>	
<p><b>A Motion Authorizing a Design Contract with Gray and Osborne for the 412<sup>th</sup> Ave SE Water Main Replacement Project</b></p> <p>Cost Impact: \$54,400</p> <p>Fund Source: Water Fund</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
<p><b>Attachments:</b> Exhibit A - G&amp;O Work Scope and Fee, Exhibit B - Vicinity Map, Exhibit C - NB Water System Plan Excerpts</p>				
<p><b>SUMMARY STATEMENT:</b></p> <p><b>Background:</b>                  This water capital project (U-014) is located on 412<sup>th</sup> Avenue SE between the eastern property line of the New Sky Hotel site to approximately 2,400 feet south of that location, where 412<sup>th</sup> Ave curves to run adjacent to I-90 (see attached vicinity map). This existing asbestos cement (AC) water main has suffered two breaks in the past 12 months and observations of the line while repairing those breaks conclude that it is severely deteriorated and is subject to more breaks in the future. AC pipe is a hard-set, cement-type material, but due to seasonal high groundwater tables over the past several decades, the pipe has now become very soft on the outside 1/3 of the wall thickness, weakening its structural integrity.</p> <p><b>Consultant Selection:</b>                  Gray &amp; Osborne (G&amp;O) was selected as the engineering consultant on this project for several reasons:</p> <ul style="list-style-type: none"> <li>A. G&amp;O designed and provided construction inspection and management for the recently completed 415<sup>th</sup> Way Water Line Replacement project and performed admirably.</li> <li>B. G&amp;O is very familiar with our water system, having written the most current edition of our comprehensive water system plan.</li> <li>C. G&amp;O has a good working relationship with the Department of Health and King County who will both be permitting this project.</li> <li>D. G&amp;O were successful in assisting the City in obtaining a Public Works Trust Fund Loan for the 415<sup>th</sup> project.</li> <li>E. G&amp;O is listed on the MRSC roster.</li> </ul> <p><b>Project Description:</b>                  This contract is for phase 1 of the design of the project. Under this contract, the project will be designed to 30% completion, which will get the project to a point of being eligible for grant and loan funding. Upon completion of the 30% design, grant and loan options will be explored.</p> <p><b>Total Cost of Project:</b>                  Gray and Osborne anticipate the cost to finish the design would be approximately \$25,000 to \$30,000 if no outside funding is utilized. If grant or loan funds are used then there are additional requirements that would increase this cost. They have also assembled a very preliminary construction estimate. That estimate is \$978,000, which includes tax and a 20% contingency. Construction administration typically costs approximately 10% of the construction cost, in this case \$98,000. The total anticipated cost to completion for this project is approximately \$1,160,000.</p>				

## City Council Agenda Bill

**Budget / Timing:**

Though the City has not dedicated funds to this project in 2015, the water fund is capable of supporting this entire project. At this time, Director Rigos and City Engineer DeBerg would like to continue to move this project forward. We anticipate that full design and permitting of the project will take approximately nine months, making it shovel ready in summer 2016. Construction could begin shortly thereafter. If staff is instructed to seek grant/loan funding for the project the schedule could be delayed by at least a year.

**How Do We Fund the Design Cost?:**

The cost of the 30% design, which is roughly \$54k, can be funded from the City's water fund.

**COMMITTEE REVIEW AND RECOMMENDATION:** The Transportation and Public Works Committee reviewed this item at its August 12, 2015 meeting and Councilmember Loudenback recommended approval and placement on the consent agenda.

**RECOMMENDED ACTION: MOTION to approve AB15-086, authorizing a design contract with Gray & Osborne for the 412<sup>th</sup> Ave SE Water Main Replacement Project, in the amount of \$54,400, in a form approved by the City Attorney.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 18, 2015		



**Gray & Osborne, Inc.**

CONSULTING ENGINEERS

July 23, 2015

Mr. Mark Rigos, P.E.  
Public Works Director  
City of North Bend  
P.O. Box 896  
North Bend, Washington 98045

SUBJECT: ENGINEERING PROPOSAL, 412<sup>TH</sup> AVENUE AC WATER MAIN  
REPLACEMENT – PHASE 1 PREDESIGN  
CITY OF NORTH BEND, KING COUNTY, WASHINGTON  
G&O #20156.11

Dear Mr. Rigos:

Enclosed is our proposal for engineering services for the preliminary design of the 412<sup>th</sup> Avenue AC Water Main Replacement – Phase 1. The scope of work for this project is outlined in Exhibit A and the estimated engineering cost is outlined in Exhibit B. We are immediately available to begin this work as directed by the City.

**PROJECT UNDERSTANDING**

The City identified the waterline replacement on 412<sup>th</sup> Avenue as a Capital Improvement Project in the 2010 Water System Plan (Project T-10). The project calls for replacing the existing 8-inch asbestos-cement pipe with a 12-inch ductile iron pipe. This waterline has a history of frequent breaks, and is suspected of contributing to distribution system leakage. In addition, the Water System Plan identifies this as a needed project to improve fire flow availability.

Per the 2010 Plan, the extent of Project T-10 is from just north of SE 123<sup>rd</sup> Street to the crossing beneath Interstate 90 at SE 130<sup>th</sup> Street, a distance of approximately 2,400 linear feet. As discussed on July 13, 2015, the City also desires to replace the 8-inch AC water main that extends from SE 130<sup>th</sup> Street to the dead-end cul-de-sac at SE 132<sup>nd</sup> Street with a new 8-inch ductile iron pipe, a distance of approximately 850 feet. Figure 1 shows the alignment of the project. Approximately half the project will be located within King County right-of-way, and therefore, permits from King County will be required for that portion.



Mr. Mark Rigos, P.E.  
July 23, 2015  
Page 2

The City now desires to complete the field survey, utility locates, and preliminary design by November of 2015, with an expected final design and construction in 2016. The preliminary design – approximately 30 percent design level, will include the preparation of plans showing the proposed alignment of the new waterline, discussion with utility providers in the area, and discussion with King County regarding their requirements. Attached is an updated construction cost estimate that includes the current replacement length and the anticipated King County road restoration requirements. This estimate will be further refined during the project's development.

Should you have any questions regarding this proposal, please call the undersigned.

Sincerely,

GRAY & OSBORNE, INC

Roger W. Kuykendall, P.E.

RWK/hhj  
Encl.

**EXHIBIT A**

**SCOPE OF WORK**

**CITY OF NORTH BEND  
412<sup>TH</sup> AVENUE AC WATER MAIN REPLACEMENT – PHASE 1  
PRELIMINARY DESIGN**

Gray & Osborne, Inc. (Engineer), of Seattle, Washington, will prepare preliminary (30 percent design level) alignment plans and engineering cost estimates for the City. Final design, permitting, and construction are planned for 2016, and are not included in this scope of work.

Based on our understanding of the project, we propose to provide engineering predesign services as described in this scope of work and fee estimate. Specific tasks in this scope of work include the following:

**1. PROJECT MANAGEMENT**

Provide overall project management and oversight services including:

- Dedicate sufficient staff resources to the project.
- Oversee project budget and schedule.
- Oversee monthly progress reports and invoices.

**2. QUALITY ASSURANCE/QUALITY CONTROL**

A. Oversee two in-house quality assurance/quality control (QA/QC) meetings during the course of the design project. The meetings will include senior project staff and selected design team members. The meetings serve to discuss design criteria, permitting, and project constraints as well as schedule, budget, and deliverables. Meetings are to take place at the following levels:

- Conceptual Design
- Preliminary Design

B. Ensure incorporation of relevant recommendations and suggestions into the final predesign documents resulting from QA/QC reviews.

**3. LOCATE UTILITIES**

A. The Engineer will subcontract with Applied Professional Services, Inc. (APS) for locating and marking existing buried utilities in the project area prior to field survey. A scope for the utility location and marking is

attached. Please note that asbestos-cement waterlines are not metallic and therefore are typically not locatable. It is assumed the City will provide as-built drawings and/or mark the approximate location of the existing waterline sufficient for mapping purposes.

- B. The Engineer will request utility maps and as-built information from utilities providing services in the project area. Available information will be incorporated into the design drawings. Known and marked utilities will be identified on the plans. The Engineer should be entitled to rely on the accuracy of this information for the purpose of performing these services as detailed herein.

#### **4. TOPOGRAPHIC SURVEY**

Perform topographic survey in the project area. Survey will extend along the project corridor, at a width of the existing right-of-way, plus 10 feet beyond the right-of-way. Obtain vertical and horizontal control necessary for predesign. Obtain pertinent topographical information to include identifying existing and obvious utilities, drainage features, and pertinent topographical features to facilitate predesign and establish the profile and cross section of the street. Please note: It is the intent to acquire adequate survey data to allow for preparation of bid-ready construction plans in 2016. Final design, however, is not included in this scope.

Establishment of right-of-way and property boundaries are not included; however, boundaries shown on the maps will be approximated from available resources, such as an assessor's map. Vertical control will be suitable for establishing 2-foot contour intervals and to support predesign and the type of design and construction anticipated for 2016.

#### **5. PROJECT MEETINGS**

Prepare for and attend up to two regularly scheduled project meetings with Public Works staff to discuss project progress, schedule, and proposed design.

#### **6. PERMITTING**

- A. The Engineer will contact King County and inquire regarding the permitting process and likely requirements for replacement of the waterline within King County rights-of-way.
- B. Prepare for and attend up to one meeting with King County right-of-way staff to discuss the project scope and permitting requirements for those portions located within King County right-of-way. Prepare a brief memorandum regarding King County permitting requirements.

**7. CONCEPTUAL DESIGN**

- A. Using the topographic survey and right-of-way information, develop a base map. Incorporate available utility information. Identify potential locations for new waterline and identify constraints such as utility conflicts, service interruptions, constructability, etc.
- B. Superimpose the proposed horizontal alignment and vertical profile onto the base map.
- C. Conduct a QA/QC meeting at the conceptual phase of the project. Incorporate all relevant review comments. Revise layouts and drawings to reflect relevant review comments.

**8. FINAL PRELIMINARY DESIGN (APPROXIMATELY 30 PERCENT DESIGN LEVEL)**

- A. Prepare preliminary plans and engineering cost estimates for use in reviews by the City for development of the project and budgeting.
- B. Calculate preliminary bid quantities and prepare preliminary-level construction cost estimates.
- C. Conduct a QA/QC meeting at the preliminary design phase of the project. Incorporate all relevant review comments. Revise layouts and drawings to reflect relevant review comments and incorporate into the final preliminary plans.
- D. Prepare predesign memorandum briefly describing the pipeline sizing, material type, and alignment. The predesign memorandum will also discuss utility conflicts and provide recommendations for fire hydrant location and service connections. The memorandum will be provided in draft form for review by City staff.

**DELIVERABLES**

At the conclusion of the design effort and during the course of the project as applicable, the Engineer will deliver to the City the following documents:

- One electronic set of conceptual plans
- One electronic set of preliminary design plans and cost estimate

## **BUDGET**

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, will not be exceeded without prior written authorization of the City. The budget amount assumes that the project will be complete by November 2015.

## **PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES**

This scope of work and the resulting maximum amount payable are based on the following assumptions and those stated City responsibilities as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the product (standards) deliverables, including timely review of all submittals.
2. This scope of work assumes that the project does not have, nor will affect, any critical areas including wetlands, and therefore, no work regarding critical areas is included.
3. It is assumed that access onto private property will be obtained by the City and that the Engineer can proceed with the survey work in a linear and continuous fashion, without delays relating to access restrictions.
4. This scope of work assumes that geotechnical investigation is not necessary for the typically shallow waterline replacement work; therefore, no work for assessing the underlying soils is included.
5. This scope of work assumes that this utility project will not trigger any storm drainage requirements for treatment or detention, and therefore, no drainage analysis is included.
6. This scope of work assumes that the City will facilitate any public meetings, arrange for location(s) to convene such workshops and meetings, and pay any costs, if any, for the rental of such location(s).

**EXHIBIT B**

**FEE ESTIMATE**

*City of North Bend - 412<sup>th</sup> Avenue AC Water Main Replacement Phase 1 - Preliminary Design*

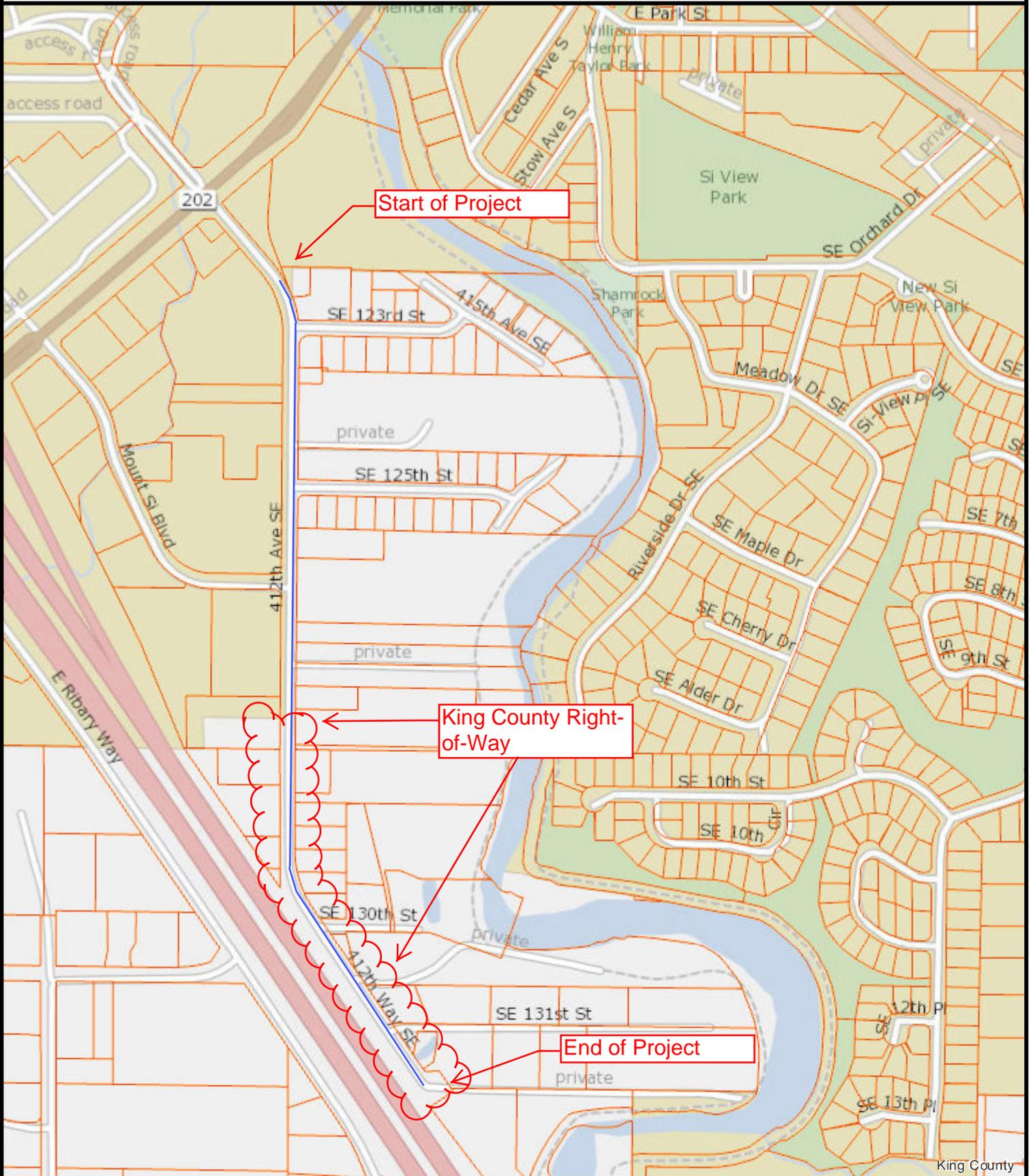
<b>Discipline Required</b>	<b>Estimated</b>		
	<b>Hours</b>	<b>Fully Burdened Rate</b>	<b>Amount</b>
Principal	14	\$150	\$2,100
Project Manager/Engineer	64	\$135	\$8,640
Civil Engineer	160	\$125	\$20,000
CADD Technician	114	\$87	\$9,918
Professional Land Surveyor	20	\$125	\$2,500
Survey Crew	40	\$214	\$8,560

Subtotal, Labor Cost: \$51,718  
 Expenses (mileage, printing, miscellaneous): \$ 570  
 Subconsultant (APS), including Overhead Fee of 10%: \$ 2,112  
**TOTAL ESTIMATED COST \$54,400**



# 412th Ave AC Main Replacement

Council Packet August 18, 2015



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**King County**  
GIS CENTER

Date: 7/14/2015

Notes:



# EXHIBIT B

## 412th Way Water Main Replacement Vicinity Map



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: 8/5/2015

Notes:



**King County**  
GIS CENTER



**EXHIBIT C - Page 1 of 2****T-9: Main Avenue and East Park Street**

Replacement of existing 8-inch AC water main with 800 lineal feet of 8-inch DI main on Main Avenue and East Park Street. **Estimated Project Cost: \$231,400.**

**T-10: 412<sup>th</sup> Avenue SE**

Replacement of existing 8-inch AC water main with 2,100 lineal feet of 12-inch DI main on 412<sup>th</sup> Avenue SE. This project will improve fire flow availability (see Table 4-11). This project is also expected to significantly reduce Distribution System Leakage. **Estimated Project Cost: \$711,100.**

**T-11: 415<sup>th</sup> Avenue SE and SE 141<sup>st</sup> Street**

Replacement of existing 8-inch AC water main with 3,600 lineal feet of 12-inch DI main on 415<sup>th</sup> Avenue SE and SE 141<sup>st</sup> Street. This project will improve fire flow availability (see Table 4-11). This project is also expected to significantly reduce Distribution System Leakage. **Estimated Project Cost: \$1,176,500.**

**T-12: Pickett Avenue**

Replacement of existing 8-inch AC water main with 2,500 lineal feet of 16-inch DI main on Pickett Avenue. This project will improve fire flow availability (see Table 4-11). **Estimated Project Cost: \$1,181,700.**

**T-13: Pickett Avenue to Thrasher Avenue**

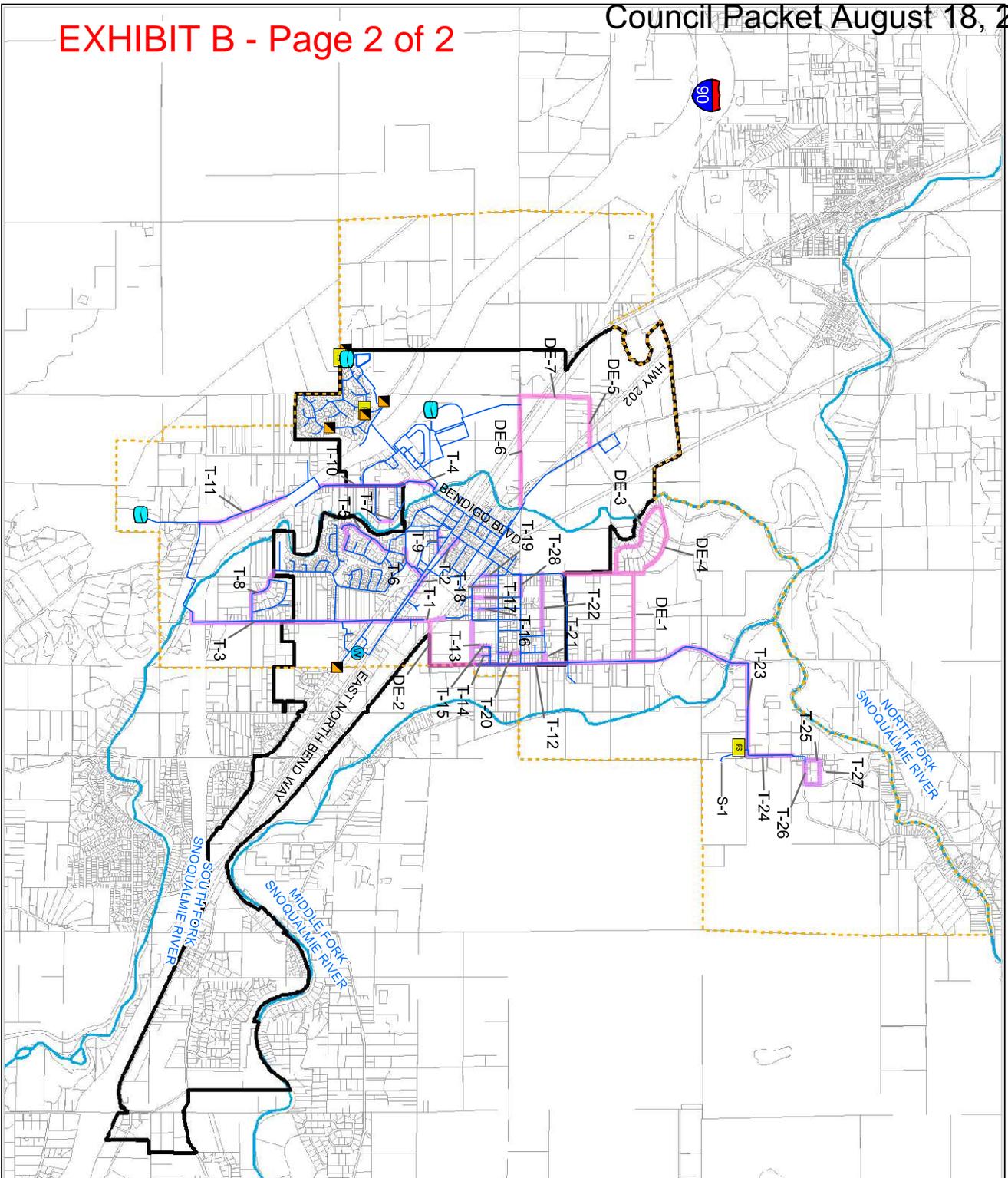
Construction of a loop with 1,400 lineal feet of 12-inch DI main from Pickett Avenue to Thrasher Avenue. This project will improve fire flow availability (see Table 4-11). **Estimated Project Cost: \$458,900.**

**T-14: Boxley Place NE**

Extension and replacement of existing 6-inch AC water main with 600 lineal feet of 8-inch DI main on Boxley Place NE. This project will improve fire flow availability (see Table 4-11). **Estimated Project Cost: \$172,900.**

**T-15: Taylor Place NE**

Extension and replacement of existing 6-inch AC water main with 600 lineal feet of 8-inch DI main on Taylor Place NE. This project will improve fire flow availability (see Table 4-11). **Estimated Project Cost: \$172,900.**

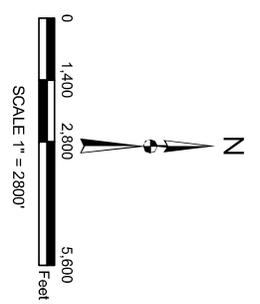


**CITY OF NORTH BEND**  
 WATER SYSTEM PLAN  
 FIGURE 8-1  
 CAPITAL IMPROVEMENTS



**Gray & Osborne, Inc.**  
 CONSULTING ENGINEERS

- LEGEND:**
-  CENTENNIAL WELL
  -  PUMP STATION
  -  RESERVOIR
  -  WATERLINES
  -  DISTRIBUTION SYSTEM IMPROVEMENTS
  -  DEVELOPER EXTENSIONS
  -  SERVICE AREA
  -  CITY LIMITS
  -  RIVERS





## City Council Agenda Bill

<b>SUBJECT:</b>	<b>Agenda Date: August 18, 2015</b>	<b>AB15-087</b>
<b>Public Hearing and Ordinance Amending NBMC 17.38.120 Relating to Transportation Impact Fee &amp; Amending Taxes, Rates &amp; Fees Schedule</b>	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	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		

**Attachments:** Ordinance, Exhibit A - Henderson & Young Company 2013 TIF, Exhibit B - Fehr & Peers 2015 TIF Update Study & Exhibit C - 2016-2021 TIP Projects Vicinity Map Updated June 1, 2015

**SUMMARY STATEMENT:**

**I. Introduction:**

City Council’s policy continues to be that growth should pay for growth. This is especially true for mitigating impacts and protecting public safety from increasing traffic due to growth and development. The Growth Management Act (GMA) of 1990 created RCW 82.02.050 through .090 which authorized local governments to charge impact fees consistent with Council policy so developers pay fees representing their proportionate share of the cost of facilities to serve such new growth and development.

**II. TIF History:**

North Bend Public Works Department’s 2015 Work Plan includes an evaluation of the Transportation Impact Fee (TIF). The current TIF is ~\$4,462 per Growth Trip, which is the same charge for a new (SFR) single family residence. It’s a one-time charge paid by new development to reimburse local governments for the capital cost of public facilities that are needed to serve new development and the people who occupy or use the new development. A brief history of the City of North Bend’s TIF is as follows.

1. Pre-2009, the City lacked a TIF.
2. 2009-2013, the City’s TIF was \$700 per new growth trip.
3. In 2013, the City contracted with Henderson, Young & Company to evaluate North Bend’s TIF. Initially, Randy Young from Henderson & Young recommended a new TIF of \$8,977.52 (see attached Henderson & Young Company 2013 TIF - Exhibit A). However, two large projects were removed from the TIF calculation {originates from 6-year TIP}, which subsequently lowered the TIF to \$4,489.16.
4. Based on an annual CPI Adjustment, the TIF was increased on January 1, 2015 to ~\$4,646.

**III. Recent TIF Discussions:**

City Council has discussed updating the TIF during the past 12 months. There are many transportation projects in the 6-year Transportation Improvement Program (TIP) (see Exhibit C- 2016-2021 TIP Projects Vicinity Map). The update of the TIF was discussed at the February 2015 City Council Retreat, July 28, 2015 City Council Work Study and less formally during several Transportation and Public Works Committee (TPW) meetings during the past several months.

1. Back in 2014, the TIF was briefly discussed at one or two Transportation and Public Works (TPW) Committee (TPW) meetings. TPW indicated they wanted staff to have the current TIF re-evaluated to insure growth was paying for growth.
2. During the City Council Retreat in February 2015, a TIF overview presentation was provided by

## City Council Agenda Bill

Public Works Director Rigos to City Council. Council approved Rigos / staff to move forward with a TIF impact update.

3. In spring 2015, Mr. Rigos reached out to Randy Young, but Mr. Young was retiring in the next several weeks. In June 2015, the City contracted with Fehr & Peers (consultant) from Seattle to begin the TIF update. Don Samdahl and Kendra Breiland are the primary contacts with the consultant. The contract between the City and the consultant is for less than \$7,500.
4. Mr. Rigos reached out to Master Builders Association via email to MBA staff Alex Wilford and David Hoffman on Friday July 10, 2015. Additionally, Rigos emailed Hoffman on July 20, 2015. No response emails have been provided by MBA. Furthermore, Rigos left a voicemail with Hoffman on July 17, 2015, and a return phone call has not been received.
5. At the July 28, 2015 Council Work Study Council requested City staff move forward with the first TIF formula presented by the consultant.

### **IV. Three TIF Formulas Were Considered:**

For North Bend's 6-year TIP list (recently approved for 2016-2021), the consultant and Rigos identified a project list (available upon request) of \$35 million in projects being eligible for inclusion into the TIF program calculation. The consultant evaluated potential fee structures in three ways:

1. The consultant replicated the 2013 Henderson & Young program formula with updated project costs and calculated the TIF to be approx. \$14,190 per growth trip. A second reason for the TIF increase is the substantial number of transportation projects that have been added to the 2016-2021 TIP since the 2013-2018 TIP was approved (for the 2013 TIF).
2. The consultant updated the 2013 formula with updated project costs as noted above, but excluded I-90 'thru-trips'. This approach increased the potential upper end of the TIF to approximately \$19,900 per growth trip.
3. The consultant updated the methodology to follow her company's typical formula calculation, which intentionally eliminates external 'trip ends'. That process resulted in a rate of \$10,970 per trip.

### **V. Commercial Development:**

Council previously elected to provide exemptions for certain commercial development activities for broad public purposes pursuant to RCW 82.02.060(2). Council previously debated its goal of stimulating economic redevelopment of certain commercial zones including its historic downtown and accordingly provided varying degrees of exemptions from impact fee payment under Section 17.38.040. The attached Ordinance continues the reductions for restaurants (non-drive thru) or retail use in the Downtown commercial zone and other commercial zones at varying percentages. Accordingly, the proposed increase in the TIF should have little negative impact on future commercial development due to these reductions set forth in Section 17.38.040.

### **V. Required Public Hearing:**

In order for the City to adopt a revised TIF, a public hearing must be held on the issue first. The public hearing is scheduled for August 18, 2015. The City Clerk provided the public notice for the hearing through typical advertisement channels.

## City Council Agenda Bill

**VI. Conclusion:**

As discussed at the July 2015 Council Work Study, which was open to the public, Council’s favored approach is Formula 1, which does not intend to “re-invent the wheel” with respect to the calculation. The City North Bend has conducted extensive research documenting the procedures for measuring the impact of new developments on transportation facilities, and has prepared technical reports which serve as the basis for the actions taken by the Council; and such studies support the increased number of transportation capital projects and increased (design and construction) project costs to establish the TIF at \$14,145.96.

COMMITTEE REVIEW AND RECOMMENDATION: This matter was considered by a quorum of City Council during the July 28, 2015 Work Study and Formula #1 was recommended to move forward.

RECOMMENDED ACTION: **MOTION to approve AB15-087, an ordinance adopting an updated Transportation Impact Fee in the amount of \$14,145.96 per PM peak hour trip, as a first and final reading.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 18, 2015		



## ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,  
WASHINGTON, RELATING TO TRANSPORTATION  
IMPACT FEES; AMENDING SECTIONS 17.38.030,  
17.38.040 AND 17.38.120 OF THE NORTH BEND  
MUNICIPAL CODE; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE**

**WHEREAS**, the City Council of the City of North Bend (the “Council”) finds that development activity in the City of North Bend (the “City”) will create additional demand and need for public facilities such as roads, streets, parks, schools, recreation, and open spaces; and

**WHEREAS**, the City is authorized by RCW 82.02.050 – .090 to require new growth and development within the City to pay impact fees representing the proportionate share of the cost of new facilities that are reasonably related to and that reasonably benefit the new development; and

**WHEREAS**, Section 17.38.030 of the North Bend Municipal Code assesses transportation impact fees for any development activity within the City; and

**WHEREAS**, pursuant to RCW 82.02.050, impact fees may be collected and spent for system improvements to public facilities that are included within a capital facilities element of a comprehensive plan; and

**WHEREAS**, the Capital Facilities Element of the North Bend Comprehensive Plan includes the City’s Six-Year Transportation Improvement Plan for 2016–2021 (the “TIP”); and

**WHEREAS**, the City’s travel demand model estimates growth in the City over the next twenty years to include 1200 new housing units and 720 new jobs, and the TIP includes at least fifteen projects that provide capacity to accommodate that future growth; and

**WHEREAS**, RCW 82.02.060(8) authorizes the City to impose impact fees for system improvement costs previously incurred by the City to the extent that new growth and development will be served by the previously constructed system improvements; and

**WHEREAS**, in developing the calculation formula for the impact fees imposed by this ordinance for system improvements to public streets and roads, the City has provided adjustments for past and future taxes paid or to be paid by the new development which are earmarked or proratable to the same new public facilities that will serve the new development; and

**WHEREAS**, the City has conducted extensive research documenting the procedures for measuring the impact of new developments on transportation facilities, and has prepared technical reports which serve as the basis for the actions taken by the Council; and

**WHEREAS**, Council finds it appropriate to amend the Taxes, Rates & Fees Schedule, last amended by Ordinance 1551, to increase transportation impact fees as supported by the Transportation Impact Fee Rate Calculations for City of North Bend,” prepared by Henderson, Young and Company dated October 15, 2013, as amended by Impact Fee Memorandum dated August 11, 2015, prepared by Fehr & Peers Associates, Inc.; and

**WHEREAS**, the City is interested in fostering and enabling small business investment in its commercial areas and promoting the development of certain uses through reductions of impact fees applied to certain uses, and changes of use, as further described below; and

**WHEREAS**, consistent with Goal 2 of the Downtown Master Plan, the City wishes to inspire new business investment in downtown commercial areas in order to improve real estate values, occupancy levels, employment opportunities and consumer activity; and

**WHEREAS**, consistent with Goal 6 of the Downtown Master Plan, the City wishes to promote economic growth and new business, while maintaining North Bend’s historic and small town character; and

**WHEREAS**, consistent with Goal 1 of the Economic Development Element of the Comprehensive Plan, the City wishes to advance the revitalization of the downtown commercial area as the civic and historic center of the community and stimulate economic development of its underdeveloped and blighted commercial areas; and

**WHEREAS**, the City wishes to promote pedestrian-oriented businesses within the downtown commercial area such as restaurants, coffee shops and retail to further foster its identity and character as the cultural heart of the City and a core tourist/retail destination; and

**WHEREAS**, due to the potential mix of residential and commercial uses and proximity of the zone to tourists destination, such as Meadowbrook Farm and the Mt Si Trailhead, the City wishes to promote pedestrian-oriented commercial uses and redevelopment within the Neighborhood Business Zone; and

**WHEREAS**, consistent with the City’s branding efforts focused on recreation and tourism, the City wishes to promote the development of outdoor recreation-related businesses;

**WHEREAS**, a public hearing was held on August 18, 2015 and the Council fully considered all public oral and written testimony prior to adoption of this Ordinance; and

**WHEREAS**, the notice for the public hearing was properly advertised in the City’s legal newspaper;

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

**Section 1. NBMC 17.38.020, Definitions:** North Bend Municipal Code Section 17.38.030 (Definitions) is hereby amended to read as follows:

O. “Rate study” means the “Transportation Impact Fee Rate Calculations for City of North Bend,” prepared by Henderson, Young and Company dated October 15, 2013, [as amended by Impact Fee Memorandum dated August 11, 2015, prepared by Fehr & Peers Associates, Inc.](#)

**Section 2. NBMC 17.38.030, Assessment of Impact Fees, Amended:** North Bend Municipal Code Section 17.38.030 (Assessment of impact fees) is hereby amended to read as follows:

**17.38.030 Assessment of Impact Fees.**

A. Unless exempted pursuant to NBMC 17.38.040, an applicant seeking development approval from the city for any development activity within the city shall pay, and the city shall collect prior to building permit issuance, impact fees calculated by the director according to the rates set forth in NBMC 17.38.120 and the taxes, rates and fees schedule set forth in Ordinance No. 1551 as it may be subsequently amended from time to time. Development activity subject to the impact fees assessed herein shall include, but is not limited to, the development of residential, commercial, retail, office, and industrial land, and includes the expansion of existing uses that creates a demand for additional public facilities, as well as a change in use that creates a demand for additional public facilities.

B. For a change in use of an existing building or dwelling unit, including any alteration, expansion, replacement or new accessory building, the impact fee shall be the applicable impact fee for the land use category of the new use, less any impact fee previously paid for the land use category of the prior use. If no impact fee was paid for the prior use, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate for the prior use.

C. For mixed-use developments, impact fees shall be imposed at the applicable rate set forth in NBMC 17.38.120

for each separate type of land use contained in the mixed-use development. For cottage housing with two bedrooms or less and 1600 square feet or less in size, impact fees shall be imposed at the applicable rate set forth in NBMC 17.38.120 for condominiums; for cottage housing with more than two bedrooms or more than 1600 square feet in size, impact fees shall be imposed at the rate for single-family houses.

D. Impact fees shall be paid at the rate in effect at the time the building permit is issued by the city.

E. Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to NBMC 17.38.050 shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to NBMC 17.38.050 setting forth the dollar amount of the credit awarded.

F. *Repealed by Ord. 1485.*

G. The department shall not issue the required building permit or occupancy permit unless and until the impact fees set forth in NBMC 17.38.120 have been paid in the amount that they exceed exemptions or credits provided pursuant to NBMC 17.38.040 or 17.38.050.

H. The service area for impact fees shall be a single citywide service area.

**Section 3. NBMC 17.38.040, Exemptions, Amended:** North Bend Municipal Code Section 17.38.040 (Exemptions) is hereby amended to read as follows:

**17.38.040 Exemptions.**

A. The following development activity shall be fully or partially exempt from the requirement to pay impact fees as described below:

1. Alteration of an existing residential structure that does not expand the usable space or add any residential units;
2. Miscellaneous accessory use improvements, including, but not limited to, fences, walls, swimming pools, and signs;

3. Demolition or moving of a structure;
4. Expansion of an existing structure that results in the addition of 100 square feet or less of gross floor area;
5. Replacement of a structure with a new structure of the same size and use at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure. Replacement of a structure with a new structure of the same size shall be interpreted to include any structure for which the gross square footage of the building will not be increased by more than 100 square feet;
6. Any development by the city of North Bend;
7. Any change of use of an existing building or tenant space 15,000 square feet or less.
8. A reduction of ~~75%~~ 92 percent of the total traffic impact fee assessed for any restaurant (non-drive thru) or retail use in the Downtown Commercial zone; and
9. A reduction of ~~50%~~ 84 percent of the total impact fee assessed for any allowed commercial use within Downtown Commercial and Neighborhood Business zones; and
10. A reduction of 68 percent of the total impact fee assessed for any allowed commercial use within the Interchange Commercial; Interchange Mixed Use; Employment Park; or Parks, Open Space and Public Facilities zones.

B. The director shall be authorized to determine whether a particular development activity falls within an exemption identified in this section, in any other section, or under other applicable law. Determinations of the director shall be in writing and shall be subject to the appeals procedures set forth in NBMC 17.38.070.

**Section 4. NBMC Section 17.38.120, Transportation Impact Fee, Amended:** North Bend Municipal Code Chapter 17.38.120 (Transportation Impact Fee) shall be deleted in its entirety and replaced with the following section to be read as follows:

**17.38.120 Transportation Impact Fee.**

The Transportation Impact Fee rates are generated from the formula for calculating impact fees set forth in the Rate Study, which is incorporated herein by reference. Except as otherwise provided for independent fee calculations in NBMC 17.38.030, exemptions in NBMC 17.38.040, and credits in NBMC 17.38.050, all development activity in the City shall pay the street and/or transportation impact fee based on the trip generation data in the below table applicable to the type of development activity at the rates established by the taxes, rates, and fees schedule adopted by ordinance:

Revised trip generation rate table for NBMC 17.38.120

ITE Code	ITE Land Use Category	New Trip Rate	% New Trips (2)	Net New Trips Per Unit of Measure		Impact Fee Per Unit @	
						\$14,145.96 per PM Peak Hour Trip End (4)	
110	Light Industrial	0.97	100%	0.97	1,000 sq ft	\$13.72	per square foot
140	Manufacturing	0.73	100%	0.73	1,000 sq ft	\$10.33	per square foot
151	Mini-warehouse	0.26	75%	0.20	1,000 sq ft	\$2.76	per square foot
210	Single family House	1.00	100%	1.00	dwelling	\$14,145.95	per dwelling unit
220	Apartment	0.62	100%	0.62	dwelling	\$8,770.49	per dwelling unit
230	Condominium	0.52	100%	0.52	dwelling	\$7,355.89	per dwelling unit
240	Mobile Home	0.59	100%	0.59	dwelling	\$8,346.11	per dwelling unit
251	Senior Housing - Detached	0.27	75%	0.20	dwelling	\$2,864.55	per dwelling unit
252	Senior Housing - Attached	0.25	75%	0.19	dwelling	\$2,652.37	per dwelling unit
253	Congregate care facility	0.17	75%	0.13	dwelling	\$1,803.61	per dwelling unit
254	Assisted living	0.22	75%	0.17	bed	\$2,334.08	per bed
310	Hotel	0.61	75%	0.46	room	\$6,471.77	per room
320	Motel	0.47	75%	0.35	room	\$4,986.45	per room
420	Marina	0.19	75%	0.14	berth	\$2,015.80	per boat berth
430	Golf course	0.30	75%	0.23	acre	\$3,182.84	per acre
440	Adult cabaret	38.67	75%	29.00	1,000 sq ft	\$410.27	per square foot
441	Live Theater	0.02	75%	0.02	seat	\$212.19	per seat
443	Movie theater - no matinee	0.07	75%	0.05	seat	\$742.66	per seat
445	Multiplex movie theater	4.91	75%	3.68	1,000 sq ft	\$52.09	per square foot
492	Health/Fitness Club	3.53	75%	2.65	1,000 sq ft	\$37.45	per square foot
522	Middle/jr high school	1.21	75%	0.91	1,000 sq ft	\$12.84	per square foot
530	High School	0.97	75%	0.73	1,000 sq ft	\$10.29	per square foot

ITE Code	ITE Land Use Category	New Trip Rate	% New Trips (2)	Net New Trips Per Unit of Measure		Impact Fee Per Unit @	
						\$14,145.96 per PM Peak Hour Trip End (4)	
560	Church	0.55	75%	0.41	1,000 sq ft	\$5.84	per square foot
565	Day care center	12.34	25%	3.09	1,000 sq ft	\$43.64	per square foot
610	Hospital	0.93	75%	0.70	1,000 sq ft	\$9.87	per square foot
620	Nursing home	0.22	75%	0.17	bed	\$2,334.08	per bed
710	General Office	1.49	100%	1.49	1,000 sq ft	\$21.08	per square foot
720	Medical office	3.57	75%	2.68	1,000 sq ft	\$37.88	per square foot
730	Government office	1.21	75%	0.91	1,000 sq ft	\$12.84	per square foot
760	R&D center	1.07	100%	1.07	1,000 sq ft	\$15.14	per square foot
812	Building materials & lumber	4.49	75%	3.37	1,000 sq ft	\$47.64	per square foot
814	Specialty retail	6.82	75%	5.12	1,000 sq ft	\$72.36	per square foot
820	Shopping Center	3.71	43%	1.60	1,000 sq ft	\$22.57	per square foot
850	Supermarket	9.48	34%	3.22	1,000 sq ft	\$45.60	per square foot
851	Convenience market-24 hr	52.41	24%	12.58	1,000 sq ft	\$177.93	per square foot
890	Furniture store	0.45	40%	0.18	1,000 sq ft	\$2.55	per square foot
896	Video rental	13.60	20%	2.72	1,000 sq ft	\$38.48	per square foot
911	Walk-in Bank	12.13	27%	3.28	1,000 sq ft	\$46.33	per square foot
912	Drive-in Bank	24.30	27%	6.56	1,000 sq ft	\$92.81	per square foot
931	Restaurant - quality	7.49	38%	2.85	1,000 sq ft	\$40.26	per square foot
932	Restaurant: sit-down	9.85	37%	3.64	1,000 sq ft	\$51.55	per square foot
933	Fast food, no drive-up	26.15	30%	7.85	1,000 sq ft	\$110.97	per square foot
934	Fast food, w/ drive-up	32.65	30%	9.80	1,000 sq ft	\$138.56	per square foot
936	Coffee/Donut no drive-up	40.75	30%	12.23	1,000 sq ft	\$172.93	per square foot
937	Coffee/Donut w/ drive-up	40.75	30%	12.23	1,000 sq ft	\$172.93	per square foot
943	Auto parts & service center	4.46	40%	1.78	1,000 sq ft	\$25.24	per square foot
944	Gas station	13.87	14%	1.94	pump	\$27,468.61	per pump
947	Self-service car wash	5.54	14%	0.78	wash stall	\$10,971.60	per wash stall
948	Automated car wash	14.12	14%	1.98	1,000 sq ft	\$27.96	per square foot

1. ITE Trip Generation (9th Edition) (2012): 4-6 PM Peak Hour Trip Ends
2. Excludes pass-by trips: see "Trip Generation Handbook: An ITE Proposed Recommended Practice" (2001)
3. The previous rate study included an error in the rate for Automated Car Washes. If calculated properly, rate would have been \$7.32 per square foot.
4. Pursuant to NBMC 17.38.110(B), an inflationary adjustment shall be made in the fee rates at the beginning of each calendar year. The annual inflationary adjustment shall be the same percentage amount as the change in the Engineering News Record Construction Cost Index for the Seattle area from the date of the previous year's adjustment.

**Section 5. Amendment of Taxes, Rates and Fees Schedule.** The Taxes, Rates and Fees Schedule of the City shall be amended to reflect a Transportation Impact Fee in the amount of \$14,145.96 per vehicle trip. The vehicle trip fee shall be applied to the vehicle trip table set forth in NBMC Section 17.38.120.

**Section 6. Severability:** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 7. Effective Date:** This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force 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 18<sup>TH</sup> 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**

## **Transportation Impact Fee Rate Calculations for City of North Bend**

### **Background**

Impact fees are one-time charges paid by new development to reimburse local governments for the capital cost of public facilities that are needed to serve new development and the people who occupy or use the new development. Impact fee rates for new development are based on the type of land use: residential, retail, office, commercial, industrial, and other types of new construction.

Local governments charge impact fees for several reasons: 1) to obtain revenue to pay for some of the cost of new public facilities; 2) to implement a public policy that new development should pay a portion of the cost of facilities that it requires, and that existing development should not pay all of the cost of such facilities; and 3) to assure that adequate public facilities will be constructed to serve new development.

The Growth Management Act of 1990 created RCW 82.02.050 - 82.02.090 to authorize local governments in Washington to charge impact fees, and provide specific requirements for impact fees.

There are several important differences between impact fees and the mitigations or voluntary payments authorized by SEPA (the State Environmental Policy Act, RCW 43.21C). Two aspects of impact fees that are particularly noteworthy are: 1) the ability to charge for the cost of public facilities that are "system improvements" (i.e., that provide service to the community at large) as opposed to "project improvements" (which are "on-site" and provide service for a particular development); and 2) the ability to charge small-scale development their proportionate share, whereas SEPA exempts small developments.

Impact fees are also different than other forms of developer contributions or exactions, such as system development charges for water and sewer authorized for utilities (RCW 35.92 for municipalities, 56.16 for sewer districts, and 57.08 for water districts), local improvement districts or other special assessment districts, linkage fees, or land donations or fees in lieu of land.

## **Legal Requirements for Impact Fees**

The following synopsis of the most significant requirements of the law includes citations to the Revised Code of Washington (RCW).

### ***TYPES OF PUBLIC FACILITIES***

Four types of public facilities can be the subject of impact fees: 1) public streets and roads; 2) publicly owned parks, open space and recreation facilities; 3) school facilities; and 4) fire protection facilities. *RCW 82.02.050(2) and (4), and RCW 82.02.090(7)*.

### ***TYPES OF IMPROVEMENTS***

The public facilities that can be paid for by impact fees are "system improvements" (which are typically outside the development "... and designed to provide service to service areas within the community at large" as provided in *RCW 82.02.050(9)*), as opposed to "project improvements" (which are typically provided by the developer on-site within the development or adjacent to the development "... and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project" as provided in *RCW 82.02.050(6)*).

### ***CAPITAL FACILITIES PLANS***

Impact fees must be expended on public facilities in a capital facilities plan (CFP) element (or used to reimburse the government for the unused capacity of existing facilities). The CFP must conform to the Growth Management Act of 1990, and must identify existing deficiencies in facility capacity for current development, capacity of existing facilities available for new development, and additional facility capacity needed for new development. *RCW 82.02.050(4), RCW 82.02.060(7), and RCW 82.02.070(2)*.

### ***NEW VERSUS EXISTING FACILITIES***

Impact fees can be charged for new public facilities (*RCW 82.02.060(1)(a)*), and for the unused capacity of existing public facilities (*RCW 82.02.060(7)*) subject to the proportionate share limitation described above.

### ***BENEFIT TO DEVELOPMENT***

Impact fees must be limited to system improvements that are reasonably related to, and which will benefit new development. *RCW 82.02.050(3)(a) and (c)*. Local governments must establish reasonable service areas (one area, or more than one, as determined to be reasonable by the local government), and local governments must develop impact

fee rate categories for various land uses. *RCW 82.02.060(6)*.

### ***PROPORTIONATE SHARE***

Impact fees cannot exceed the development's proportionate share of system improvements that are reasonably related to the new development. The impact fee amount shall be based on a formula (or other method of calculating the fee) that determines the proportionate share. *RCW 82.02.050(3)(b) and RCW 82.02.060(1)*.

### ***REDUCTIONS OF IMPACT FEE AMOUNTS***

Impact fees rates must be adjusted to account for other revenues that the development pays (if such payments are earmarked for or proratable to the system improvements that are the basis for the impact fees). *RCW 82.02.050(1)(c) and (2) and RCW 82.02.060(1)(b)* Impact fees may be credited for the value of dedicated land, improvements or construction provided by the developer (if such facilities are in the adopted CFP and are required as a condition of development approval). *RCW 82.02.060(3)*.

### ***EXEMPTIONS FROM IMPACT FEES***

Local governments have the discretion to provide exemptions from impact fees for low-income housing and other "broad public purpose" development, but all such exemptions must be paid from public funds (other than impact fee accounts). *RCW 82.02.060(2)*.

### ***DEVELOPER OPTIONS***

Developers who are liable for impact fees can submit data and or/analysis to demonstrate that the impacts of the proposed development are less than the impacts calculated in this rate calculation. *RCW 82.02.060(5)*. Developers can pay impact fees under protest and appeal impact fee calculations. *RCW 82.02.060(4) and RCW 82.02.070(4) and (5)*. The developer can obtain a refund of the impact fees if the local government fails to expend the impact fee payments within 10 years, or terminates the impact fee requirement, or the developer does not proceed with the development (and creates no impacts). *RCW 82.02.080*.

### ***ACCOUNTING REQUIREMENTS***

The local government must separate the impact fees from other monies, expend the money on CFP projects within 10 years, and prepare annual reports of collections and expenditures. *RCW 82.02.070(1)-(3)*.

***RESPONSIBILITY FOR PUBLIC FACILITIES***

In general, local governments that are authorized to charge impact fees are responsible for specific public facilities for which they may charge such fees. In no case may a local government charge impact fees for private facilities, but it may charge impact fees for some public facilities that it does not administer if such facilities are "owned or operated by government entities" (RCW 82.02.090 (7)).

***TIMING OF PAYMENT OF IMPACT FEES***

Washington law does not specify the timing of payment of impact fees, therefore each local government can establish its own timing requirements. Impact fees are usually collected at the time the local government issues a building permit or comparable order allowing land to be developed.

## Rate Calculations

The following tables present the results of the formulas and methodology used to calculate the road impact fees for the City of North Bend.

### **A. COST OF ROAD PROJECTS**

Table A lists the projects that are eligible for impact fees because they provide capacity for trips generated by new development and they are not fully funded by other sources of funding (see "Future Capacity"). The projects are from the City's adopted Transportation Improvement Program (TIP) for 2014-19. The TIP is based on the 2012 update of the Transportation Element of the Comprehensive Plan and thus constitutes the Capital Facilities Plan required by RCW 82.02.050. Column 3 is the total cost, column 4 is the portion of the cost to eliminate existing deficiencies, column 6 is funding anticipated from other sources, and column 7 is the remaining unfunded cost that is eligible for impact fees.

(1) 2014 - 2019 TIP #	(2) Project Name	(3) Total Cost	(4) Deficiency Cost	(5) Eligible Cost	(6) Potential Funding	(7) Unfunded Cost Eligible for Impact Fee
1	Downtown Plaza	\$ 985,625	\$ 25,922	\$ 959,703	\$ 950,000	\$ 9,703
2	Right Turn Lane, North Bound Bendigo at Park Street	160,683		160,683		160,683
4	North Bend Way/Park Roundabout (Construct)	2,241,569		2,241,569	1,681,177	560,392
8	NE 12th Street - Ballarat to Pickett	935,550		935,550	701,662	233,888
9	Ballarat - 6th to 12th	560,000		560,000	420,000	140,000
11	South Fork Avenue Extension - Bendigo to NBW/8th Street - Nintendo ByPass	4,540,000		4,540,000	3,405,000	1,135,000
12	North Bend Way at SE Mount Si Road	2,241,569		2,241,569		2,241,569
13	North Bend Way at 436th Avenue SE Roundabout	2,241,569		2,241,569		2,241,569

(1) 2014 - 2019 TIP #	(2) Project Name	(3) Total Cost	(4) Deficiency Cost	(5) Eligible Cost	(6) Potential Funding	(7) Unfunded Cost Eligible for Impact Fee
15	South Fork Avenue Extension, Mt. Si Blvd to Maloney Grove	7,961,567		7,961,567		7,961,567
16	468th Avenue SE at Middle Fork Road Roundabout	5,000,000		5,000,000	4,500,000	500,000
17	SE 146th Street at 468th Avenue SE Intersection Traffic Signal	1,000,000		1,000,000		1,000,000
19	North Bend Way/Ballararat Signal	466,875	52,337	414,538		414,538
20	Bendigo Boulevard/4th Street Intersection Reconfiguration - Roundabout	2,241,569		2,241,569		2,241,569
21	SE 20th Street Extension, Maloney Grove to 436th Ave SE	3,012,485		3,012,485		3,012,485
24	Bendigo Traffic Reconfiguration (3rd to NBW)	97,074		97,074		97,074
<b>Totals</b>		33,686,135	78,259	33,607,876	11,657,839	21,950,037

**B. ADDITIONAL TRIPS IN NORTH BEND: 2011 - 2030**

Table B shows the growth in traffic during the p.m. peak hour in North Bend between the baseline year (2011) and the planning horizon (2030).

(1) Year	(2) Trips
2011 (Base Year)	7,270
2030 (Planning Horizon Year)	9,715
Growth Trips	2,445

The trips in Table B are the total of all trip ends. One end of a trip is the origin, and the other end of the same trip is the destination. There are four possible combinations of trip ends involving North Bend:

- internal to internal = origin and destination are both in the City
- internal to external = origin is in the City, but destination is outside the City
- external to internal = origin is outside the City, but destination is in the City
- external to external = origin and destination are both outside the City, but part of the trip is through the City

Since all trips on North Bend streets benefit the vehicle making the trip, all trips in North Bend must be counted.

**C. COST PER GROWTH TRIP**

Table C divides the eligible cost from Table A by the additional trips from Table B to calculate the cost per trip.

Total Cost of Eligible Road Capacity (Table A)	\$ 21,950,037
Total Growth Trips in North Bend (Table B)	2,445
Cost per Growth Trip	\$ 8,977.52

In order to comply with the proportionate share requirement of RCW 82.02.050, the eligible cost is divided by the total of all additional trips from Table B including trip ends that are outside the City. The City will collect impact fees from internal trip ends because they are at development that occurs in the City. Note, however, that the internal trips are less than half of the total trip ends, therefore the City will collect less than half the eligible cost listed above, and the City will need to find other sources of revenue to pay for the remaining costs of the projects.

**D. IMPACT FEE RATE SCHEDULE**

Table D lists typical land use categories for which trip generation data has been published (columns 1 and 2), the trip generation rates for each land use category (column 3), adjustments for pass-by trips (column 4), and the resulting net new trips (column 5). Column 6 lists the impact fee per unit of development that is calculated by multiplying the net new trip rate from column 5 times the cost per trip from Table C (repeated in the heading of column 6).

(1)	(2)	(3)	(4)	(5)		(6)	
ITE Code	ITE Land Use Category	P.M. Peak Trip Rate <sup>1</sup>	% New Trips <sup>2</sup>	Net New Trips Per Unit of Measure		Impact Fee Per Unit @ \$ 8,977.52 per Trip	
110	Light Industrial	0.97	100%	0.97	1,000 sq ft	\$ 8.71	per square foot
140	Manufacturing	0.73	100%	0.73	1,000 sq ft	6.55	per square foot
151	Mini-warehouse	0.26	75%	0.20	1,000 sq ft	1.75	per square foot
210	Single family House	1.01	100%	1.01	dwelling	9,067.30	per dwelling unit
220	Apartment	0.62	100%	0.62	dwelling	5,566.06	per dwelling unit
230	Condominium	0.52	100%	0.52	dwelling	4,668.31	per dwelling unit
240	Mobile Home	0.59	100%	0.59	dwelling	5,296.74	per dwelling unit
251	Senior Housing - Detached	0.27	75%	0.20	dwelling	1,817.95	per dwelling unit
252	Senior Housing - Attached	0.16	75%	0.12	dwelling	1,077.30	per dwelling unit
253	Congregate care facility	0.17	75%	0.13	dwelling	1,144.63	per dwelling unit
254	Assisted living	0.22	75%	0.17	bed	1,481.29	per bed
310	Hotel	0.59	75%	0.44	room	3,972.55	per room
320	Motel	0.47	75%	0.35	room	3,164.58	per room
420	Marina	0.19	75%	0.14	berth	1,279.30	per boat berth
430	Golf course	0.30	75%	0.23	acre	2,019.94	per acre
440	Adult cabaret	38.67	75%	29.00	1,000 sq ft	260.37	per square foot
441	Live Theater	0.02	75%	0.02	seat	134.66	per seat
443	Movie theater - no matinee	0.07	75%	0.05	seat	471.32	per seat
445	Multiplex movie theater	3.80	75%	2.85	1,000 sq ft	25.59	per square foot
492	Health/Fitness Club	3.53	75%	2.65	1,000 sq ft	23.77	per square foot

<sup>1</sup> "Trip Generation", 8<sup>th</sup> Edition (2008), Institute of Transportation Engineers. "P.M. Peak" = 4:00 – 6:00 p.m.

<sup>2</sup> Calculated by Henderson, Young & Company from data in "Trip Generation Handbook: An ITE Recommended Practice (2001), Institute of Transportation Engineers. "% New Trips" is the reciprocal of pass-by trips in ITE.

(1)	(2)	(3)	(4)	(5)		(6)	
ITE Code	ITE Land Use Category	P.M. Peak Trip Rate <sup>1</sup>	% New Trips <sup>2</sup>	Net New Trips Per Unit of Measure		Impact Fee Per Unit @ \$ 8,977.52 per Trip	
522	Middle/jr high school	1.19	75%	0.89	1,000 sq ft	8.01	per square foot
530	High School	0.97	75%	0.73	1,000 sq ft	6.53	per square foot
560	Church	0.55	75%	0.41	1,000 sq ft	3.70	per square foot
565	Day care center	12.46	25%	3.12	1,000 sq ft	27.96	per square foot
610	Hospital	1.14	75%	0.86	1,000 sq ft	7.68	per square foot
620	Nursing home	0.22	75%	0.17	bed	1,481.29	per bed
710	General Office	1.49	100%	1.49	1,000 sq ft	13.38	per square foot
720	Medical office	3.46	75%	2.60	1,000 sq ft	23.30	per square foot
730	Government office	1.21	75%	0.91	1,000 sq ft	8.15	per square foot
760	R&D center	1.07	100%	1.07	1,000 sq ft	9.61	per square foot
812	Building materials & lumber	4.49	75%	3.37	1,000 sq ft	30.23	per square foot
814	Specialty retail	2.71	75%	2.03	1,000 sq ft	18.25	per square foot
820	Shopping Center	3.73	43%	1.60	1,000 sq ft	14.40	per square foot
850	Supermarket	10.50	34%	3.57	1,000 sq ft	32.05	per square foot
851	Convenience market-24 hr	52.41	24%	12.58	1,000 sq ft	112.92	per square foot
890	Furniture store	0.45	40%	0.18	1,000 sq ft	1.62	per square foot
896	Video rental	31.54	20%	6.31	1,000 sq ft	56.63	per square foot
911	Walk-in Bank	12.13	27%	3.28	1,000 sq ft	29.40	per square foot
912	Drive-in Bank	25.82	27%	6.97	1,000 sq ft	62.59	per square foot
931	Restaurant - quality	7.49	38%	2.85	1,000 sq ft	25.55	per square foot
932	Restaurant: sit-down	11.15	37%	4.13	1,000 sq ft	37.04	per square foot
933	Fast food, no drive-up	26.15	30%	7.85	1,000 sq ft	70.43	per square foot
934	Fast food, w/ drive-up	33.84	30%	10.15	1,000 sq ft	91.14	per square foot
936	Coffee/Donut no drive-up	40.75	30%	12.23	1,000 sq ft	109.75	per square foot
937	Coffee/Donut w/ drive-up	42.93	30%	12.88	1,000 sq ft	115.62	per square foot
943	Auto parts & service center	4.46	40%	1.78	1,000 sq ft	16.02	per square foot
944	Gas station	13.87	14%	1.94	pump	17,432.55	per pump
947	Self-service car wash	5.54	14%	0.78	wash stall	6,962.96	per wash stall
948	Automated car wash	77.50	14%	10.85	1,000 sq ft	97.41	per square foot





## MEMORANDUM

Date: August 11, 2015  
To: Mark Rigos, City of North Bend  
From: Sarah Keenan and Kendra Breiland, Fehr & Peers  
**Subject: 2015 North Bend Transportation Impact Fee Update**

---

The City of North Bend contracted with Fehr & Peers to evaluate options for updating the City's transportation impact fees to reflect updated growth assumptions and project costs. As a part of this update, Fehr & Peers considered the following:

- Updated list of projects based on the City's 6-year 2016-2021 Transportation Improvement Program
- City growth expectations between 2015 and 2035
- Options for calculating an impact fee and the resulting cost per PM peak hour trip
- Rates charged by other jurisdictions in the Puget Sound

This memo describes our findings under each of the above topics. Based on discussion with City staff and feedback at a July 28, 2015 City Council work study, this transportation impact fee rate study addendum supports increasing the City's per PM peak hour trip impact fee to \$14,145.96.

### UPDATED LIST OF PROJECTS

The City adopted a 2016-2021 Transportation Improvement Program. We used this new program to update the list of projects that could be considered by impact fees, as well as the increased costs assumed for some of the projects.

To be eligible for impact fees, projects must add capacity for future growth. Projects that only address existing deficiencies and/or maintenance needs are not impact-fee eligible. If a project addresses an existing deficiency, but also adds capacity for future growth, the portion of the project addressing the existing deficiency is subtracted before impact fee funding is assessed. Table 1 shows projects from the 2016-2021 Transportation Improvement Program that provide

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capacity to accommodate future growth, identifying the portion of project costs eligible for impact fees.

**Table 1-2016-2021 Transportation Improvement Program Project List**

<i>Priority</i>	<i>Year</i>	<i>Description</i>	<i>Total Project Cost</i>	<i>Deficiency</i>	<i>Eligible Cost</i>
1	2016	Right Turn Lane, North Bound Bendigo at Park Street	\$500,000	\$0	\$500,000
4	2017	North Bend Way / Park Roundabout - Construct	\$2,350,000	\$0	\$2,350,000
4b	2017	Downtown Plaza	\$1,650,000	\$25,922	\$1,624,078
5	2017	NW 14th Street Reconstruction East of Bendigo (Phase 1)	\$490,000	\$0	\$490,000
6	2018	NE 12th Street - Ballarat to Pickett	\$3,300,000	\$0	\$3,300,000
7	2018	Ballarat - 6th St to 12 <sup>th</sup> St	\$2,750,000	\$0	\$2,750,000
8	2019	East North Bend Way/SE Tanner Road/SE 140th St Intersection Reconfiguration	\$3,600,000	\$0	\$3,600,000
9	2019	Bendigo Blvd/4th St Intersection Reconfiguration - Roundabout	\$2,500,000	\$0	\$2,500,000
10	2019	468th Avenue SE at Middle Fork Road Roundabout	\$5,000,000	\$0	\$5,000,000
12	2020	North Bend Way at 436th Avenue SE Roundabout	\$2,241,569	\$0	\$2,241,569
13	2020	North Bend Way at SE Mount Si Road	\$2,241,569	\$0	\$2,241,569
14	2020	South Fork Avenue Extension - Bendigo to NBW/8th Street - Nintendo ByPass	\$4,540,000	\$0	\$4,540,000



17	2020	SE 20th Street Extension, Maloney Grove Road to 436th Ave SE	\$3,012,485	\$0	\$3,012,485
20	2021	Bendigo Traffic Reconfiguration (3rd to NBW)	\$97,074	\$0	\$97,074
21	2021	North Bend Way/Ballarat Traffic Signals	\$650,000	\$52,337	\$597,663
<b>Total</b>			<b>\$34,922,697</b>	<b>\$78,259</b>	<b>\$34,844,438</b>

### CITY GROWTH EXPECTATIONS

The growth in the City of North Bend over the next 20 years was estimated from the City's travel demand model. The total growth in PM Peak Hour trip ends was 2,445. Some of these trips are trips passing through the city on I-90, some begin in North Bend and end in other cities, some begin in other cities and end in North Bend, and some are completely internal to the City. The City expects to add about 1,200 new housing units and 720 new jobs over the next 20 years.

### OPTIONS FOR CALCULATING IMPACT FEES AND THE RESULTANT COST PER TRIP

There are several different options available to the city for calculating impact fees.

In 2013, the City hired Henderson, Young & Company to conduct a transportation impact fee study. The methodology consisted of dividing the total cost of eligible projects by the total growth in trips ends (2,445 using the city's travel demand model- see above). This resulted in an impact fee of \$8,977.52 per PM peak hour trip, which was later reduced to \$4,489.16 based on a review of project eligibility. Since then, the City has collected transportation impact fees (current balance is \$257,560), project costs have increased, and some new projects have been added to the list. Based on these updates and replicating the previous impact fee calculation method, the new impact fee rate is \$14,145.95 per PM peak hour trip end. The specific formula used to calculate this cost per trip is shown below.

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Total Eligible Project Costs	\$ 34,844,438
Subtract Transportation Impact Fee Account Balance as of July 2015	- <u>\$257,560</u>
<b>Total Impact Fee Cost</b>	<b>\$34,456,878</b>

Divide by Growth in PM Peak Hour Trip Ends	÷ 2,445
<b>Cost Per Trip End</b>	<b>\$14,145.96</b>

Another option is to replicate the method from the previous study, but eliminate the growth in through trips on I-90. These trips are not related to growth in the City, and they do not use City streets. Since this method reduces the number of trips, the rate would rise to \$19,900 per PM peak hour trip. This would be the highest impact fee in the state.

A third option is to use a methodology Fehr & Peers frequently applies to impact fee rate studies. This process uses a different method for calculating the growth in trip ends, as estimated by the Institute of Transportation Engineers (ITE) Trip Generation Manual, and deducts the portion of projects' capacity that is used by growth outside the City. This method would result in an impact fee of \$10,970 per PM peak hour trip.

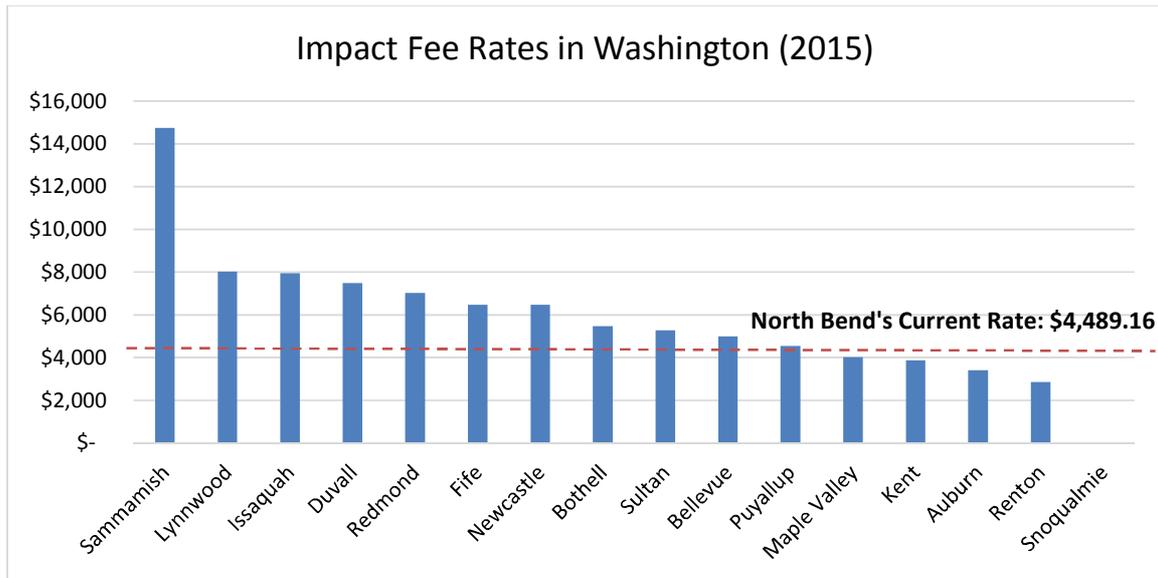
**OPTION SELECTED**

The City of North Bend decided to go with the first option in updating transportation impact fee rates. This methodology considers the City's current transportation impact fee balance and also takes into the account the increase in total transportation project costs since 2013. The resulting transportation impact fee is \$14,145.96 per PM peak hour trip for residential uses.



HOW THIS IMPACT FEE RATE COMPARES WITH OTHER COMMUNITIES

Table 2 shows the impact fees of other cities in Washington.



RATE SCHEDULE

Table 3 summarizes the proposed rate schedule, which applies the new \$14,145.96 PM peak hour trip rate and also incorporates trip rates from the 9<sup>th</sup> Edition of the ITE Trip Generation Manual. The rightmost column shows the City's current rate.



**Table 3 – Proposed Impact Fee Rate Schedule**

ITE Code	ITE Land Use Category	New Trip Rate	% New Trips (2)	Net New Trips Per Unit of Measure		Impact Fee Per Unit @		Previous Fee Schedule	
						\$14,145.96 per PM Peak Hour Trip End			
110	Light Industrial	0.97	100%	0.97	1,000 sq ft	\$13.72	per square foot	\$4.35	per square foot
140	Manufacturing	0.73	100%	0.73	1,000 sq ft	\$10.33	per square foot	\$3.28	per square foot
151	Mini-warehouse	0.26	75%	0.20	1,000 sq ft	\$2.76	per square foot	\$0.88	per square foot
210	Single family House	1.00	100%	1.00	dwelling	\$14,145.95	per dwelling unit	\$4,534.05	per dwelling unit
220	Apartment	0.62	100%	0.62	dwelling	\$8,770.49	per dwelling unit	\$2,783.28	per dwelling unit
230	Condominium	0.52	100%	0.52	dwelling	\$7,355.89	per dwelling unit	\$2,334.36	per dwelling unit
240	Mobile Home	0.59	100%	0.59	dwelling	\$8,346.11	per dwelling unit	\$2,648.60	per dwelling unit
251	Senior Housing - Detached	0.27	75%	0.20	dwelling	\$2,864.55	per dwelling unit	\$909.05	per dwelling unit
252	Senior Housing - Attached	0.25	75%	0.19	dwelling	\$2,652.37	per dwelling unit	\$538.70	per dwelling unit
253	Congregate care facility	0.17	75%	0.13	dwelling	\$1,803.61	per dwelling unit	\$572.37	per dwelling unit
254	Assisted living	0.22	75%	0.17	bed	\$2,334.08	per bed	\$740.71	per bed
310	Hotel	0.61	75%	0.46	room	\$6,471.77	per room	\$1,986.45	per room
320	Motel	0.47	75%	0.35	room	\$4,986.45	per room	\$1,582.43	per room
420	Marina	0.19	75%	0.14	berth	\$2,015.80	per boat berth	\$639.70	per boat berth
430	Golf course	0.30	75%	0.23	acre	\$3,182.84	per acre	\$1,010.06	per acre
440	Adult cabaret	38.67	75%	29.00	1,000 sq ft	\$410.27	per square foot	\$130.20	per square foot
441	Live Theater	0.02	75%	0.02	seat	\$212.19	per seat	\$67.34	per seat
443	Movie theater - no matinee	0.07	75%	0.05	seat	\$742.66	per seat	\$235.68	per seat
445	Multiplex movie theater	4.91	75%	3.68	1,000 sq ft	\$52.09	per square foot	\$12.79	per square foot
492	Health/Fitness Club	3.53	75%	2.65	1,000 sq ft	\$37.45	per square foot	\$11.89	per square foot
522	Middl/jr high school	1.21	75%	0.91	1,000 sq ft	\$12.84	per square foot	\$4.01	per square foot
530	High School	0.97	75%	0.73	1,000 sq ft	\$10.29	per square foot	\$3.27	per square foot
560	Church	0.55	75%	0.41	1,000 sq ft	\$5.84	per square foot	\$1.85	per square foot
565	Day care center	12.34	25%	3.09	1,000 sq ft	\$43.64	per square foot	\$13.98	per square foot
610	Hospital	0.93	75%	0.70	1,000 sq ft	\$9.87	per square foot	\$3.84	per square foot
620	Nursing home	0.22	75%	0.17	bed	\$2,334.08	per bed	\$740.71	per bed
710	General Office	1.49	100%	1.49	1,000 sq ft	\$21.08	per square foot	\$6.69	per square foot
720	Medical office	3.57	75%	2.68	1,000 sq ft	\$37.88	per square foot	\$11.65	per square foot
730	Government office	1.21	75%	0.91	1,000 sq ft	\$12.84	per square foot	\$4.07	per square foot
760	R&D center	1.07	100%	1.07	1,000 sq ft	\$15.14	per square foot	\$4.80	per square foot
812	Building materials &	4.49	75%	3.37	1,000 sq ft	\$47.64	per square foot	\$15.12	per square foot

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ITE Code	ITE Land Use Category	New Trip Rate	% New Trips (2)	Net New Trips Per Unit of Measure		Impact Fee Per Unit @ \$14,145.96 per PM Peak Hour Trip End		Previous Fee Schedule	
	lumber								
814	Specialty retail	6.82	75%	5.12	1,000 sq ft	\$72.36	per square foot	\$9.12	per square foot
820	Shopping Center	3.71	43%	1.60	1,000 sq ft	\$22.57	per square foot	\$7.20	per square foot
850	Supermarket	9.48	34%	3.22	1,000 sq ft	\$45.60	per square foot	\$16.03	per square foot
851	Convenience market-24 hr	52.41	24%	12.58	1,000 sq ft	\$177.93	per square foot	\$56.47	per square foot
890	Furniture store	0.45	40%	0.18	1,000 sq ft	\$2.55	per square foot	\$0.81	per square foot
896	Video rental	13.60	20%	2.72	1,000 sq ft	\$38.48	per square foot	\$28.32	per square foot
911	Walk-in Bank	12.13	27%	3.28	1,000 sq ft	\$46.33	per square foot	\$14.70	per square foot
912	Drive-in Bank	24.30	27%	6.56	1,000 sq ft	\$92.81	per square foot	\$31.30	per square foot
931	Restaurant - quality	7.49	38%	2.85	1,000 sq ft	\$40.26	per square foot	\$12.78	per square foot
932	Restaurant: sit-down	9.85	37%	3.64	1,000 sq ft	\$51.55	per square foot	\$18.52	per square foot
933	Fast food, no drive-up	26.15	30%	7.85	1,000 sq ft	\$110.97	per square foot	\$35.22	per square foot
934	Fast food, w/ drive-up	32.65	30%	9.80	1,000 sq ft	\$138.56	per square foot	\$45.57	per square foot
936	Coffee/Donut no drive-up	40.75	30%	12.23	1,000 sq ft	\$172.93	per square foot	\$54.88	per square foot
937	Coffee/Donut w/ drive-up	40.75	30%	12.23	1,000 sq ft	\$172.93	per square foot	\$57.82	per square foot
943	Auto parts & service center	4.46	40%	1.78	1,000 sq ft	\$25.24	per square foot	\$8.01	per square foot
944	Gas station	13.87	14%	1.94	pump	\$27,468.61	per pump	\$8,717.04	per pump
947	Self-service car wash	5.54	14%	0.78	wash stall	\$10,971.60	per wash stall	\$3,481.79	per wash stall
948	Automated car wash	14.12	14%	1.98	1,000 sq ft	\$27.96	per square foot	\$48.71	per square foot (3)

1. ITE Trip Generation (9th Edition) (2012): 4-6 PM Peak Hour Trip Ends

2. Excludes pass-by trips: see "Trip Generation Handbook: An ITE Proposed Recommended Practice" (2001)

3. The previous rate study included an error in the rate for Automated Car Washes. If calculated properly, rate would have been \$7.32 per square foot.



# City of North Bend 2016-2021 TIP PROJECTS

UPDATED JUNE 1, 2015

**TIP projects to be CONSTRUCTED in 2015:**  
 Cedar Falls Way Sidewalk

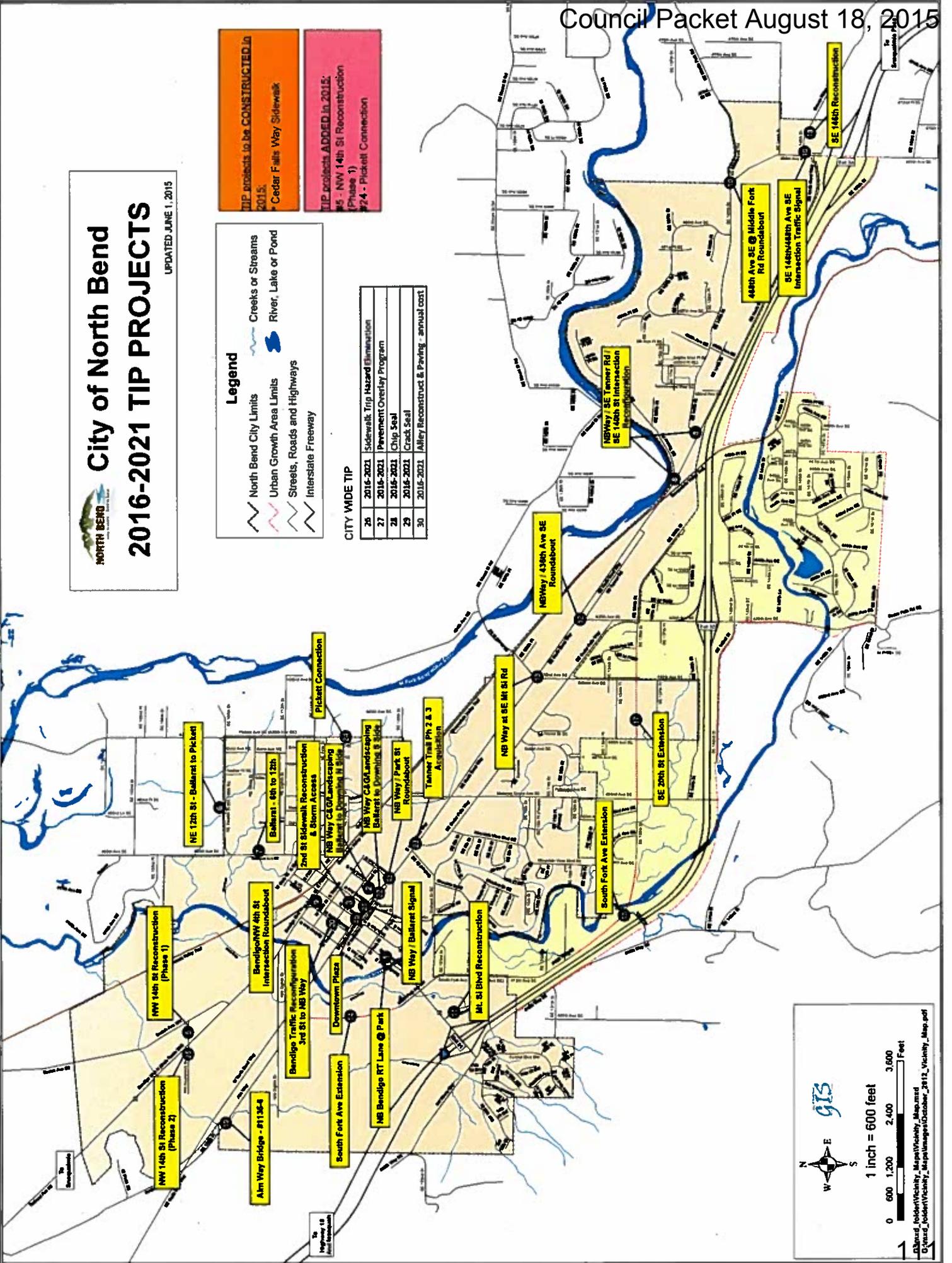
**TIP projects ADDED in 2015:**  
 #5 - NW 14th St Reconstruction (Phase 1)  
 #74 - Pickett Connection

**Legend**

- North Bend City Limits
- Urban Growth Area Limits
- Streets, Roads and Highways
- Interstate Freeway
- Creeks or Streams
- River, Lake or Pond

**CITY WIDE TIP**

25	2016-2021	Sidewalk Trip Hazard Elimination
27	2016-2021	Pavement Overlay Program
28	2016-2021	Chip Seal
29	2016-2021	Crack Seal
30	2016-2021	Alley Reconstruct & Paving - annual cost



**GIS**

1 inch = 600 feet

0 600 1,200 2,400 3,600 Feet

W E S N

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## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: August 18, 2015</b>	<b>AB15-088</b>
<b>An Ordinance Amending NBMC 2.24.020 Parks Commission</b>		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	
Cost Impact: N/A		CED Senior Planner – Mike McCarty	X
Fund Source: N/A			
Timeline: Immediate			
<b>Attachments:</b> Ordinance (with track changes), Memo regarding change			
<p><b>SUMMARY STATEMENT:</b></p> <p>NBMC 2.24.020 currently requires the majority of Parks Commissioners to reside within City limits. To enable the City to appoint the best qualified candidates, the City wishes to extend the residency requirement to the greater 98045 zip code and not require the majority to reside within City limits. The ordinance revises NBMC 2.24.020 accordingly.</p>			
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Community and Economic Development Committee reviewed the proposed amendments at the August 12, 2015 CED Committee meeting and does not recommend approval of the proposed amendment.</p>			
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB15-088, an ordinance amending North Bend Municipal Code 2.24.020 Parks Commission, as a first and final reading.</b></p>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 18, 2015			



## ORDINANCE

### AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING AMENDMENTS TO NORTH BEND MUNICIPAL CODE 2.24.020 CONCERNING THE REQUIRED RESIDENCE LOCATION OF PARKS COMMISSION MEMBERS, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

**WHEREAS**, North Bend Municipal Code 2.24.020 currently requires that a minimum of three Parks Commission members reside within City Limits; and

**WHEREAS**, the City wishes to amend North Bend Municipal Code 2.24.020 to enable the Parks Commission to be comprised of residents within the broader 98045 zip code, but not necessarily within City limits; and

**WHEREAS**, the proposed amendments are categorically exempt from State Environmental Policy Act Threshold Determination pursuant to North Bend Municipal Code 14.04.150(S), as the adoption of regulations relating solely to governmental procedures and containing no substantive standards respecting use or modification of the environment;

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

**Section 1. NBMC 2.24.090(B), Amended:** North Bend Municipal Code 2.24.020 is amended to read as follows:

#### **2.24.020 Membership.**

The parks commission shall consist of seven members. The selection of park commissioners shall be made from individuals who have an interest in parks, recreation and beautification as evidenced by training, interest, experience or actions. ~~The majority of members shall be city residents; provided, that an appointed incumbent moving outside the city may continue membership until his or her term expires. Three members may reside outside the city limits and within the districts designated in this chapter.~~ Parks Commissioners shall reside within the 98045 zip code. One member may reside outside of the 98045 zipcode but shall be a resident of the Snoqualmie Valley School District enrollment area. One member shall be between the ages of 16 and 18 years at the time of appointment, and shall have full voting rights. In appointing parks commission members,

the mayor shall make a reasonable effort to appoint members representing the districts established in NBMC [2.24.050](#).

**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 18<sup>TH</sup> DAY OF AUGUST, 2015.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Kenneth G. Hearing, Mayor**

\_\_\_\_\_  
**Michael R. Kenyon, City Attorney**

Published:  
Effective:

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**Susie Oppedal, City Clerk**

**Agenda Item 1.**

**Amendment to NBMC 2.24.020 concerning the required residency policies for  
Parks Commissioners**

**Item Summary:**

A new Parks Commissioner, John Lockie, was appointed to the Parks Commission at the June 16, 2015 Council Meeting. Subsequent to his appointment, staff discovered that he resides outside of the City Limits (but within the 98045 zipcode), and would therefore be ineligible to serve on the Parks Commission, as the City already has three members that reside outside of the City limits. NBMC 2.24.020 currently requires that the majority of members be city residents. This matter was discussed with management staff and the mayor, who recommended that NBMC 2.24.020 be changed to require simply that Parks Commissioners be from the 98045 zipcode rather than specifying that the majority also live within City limits. This will enable the City to select the best qualified candidates to serve on the Parks Commission. Without the amendments, the City will need to request that Mr. Lockie resign from the Parks Commission, and seek another Parks Commission member.