



**CITY COUNCIL MEETING**

**October 6, 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:**

		<b>Pg.#</b>
<b>1) Minutes</b>	Council Meeting of September 1, 2015	<b>01</b>
<b>2) Payroll</b>	<b>September 4, 2015 - 27327</b> through <b>27335</b> , in the amount of <b>\$146,340.65</b> <b>September 18, 2015 – 27336</b> through <b>27344</b> , in the amount of <b>\$183,094.29</b>	
<b>3) Checks</b>	<b>September 15, 2015 – 61583</b> through <b>61661</b> , in the amount of <b>\$343,750.58</b> <b>October 6, 2015 – To be provided</b>	
<b>4) AB15-096</b>	Motion - Authorizing Jail Contract with Yakima County	Ms. Lindell <b>07</b>
<b>5) AB15-097</b>	Motion - Authorizing On-Call Contract & Work Order with Systems Interface for SCADA System	Mr. Rigos <b>27</b>
<b>6) AB15-098</b>	Motion - Authorizing Contract & Supplement No. 1 with Fehr & Peers for Transportation Consulting Support	Mr. Rigos <b>43</b>
<b>7) AB15-099</b>	Motion - Authorizing Payment to Owen Equipment for Vactor Truck Rental	Mr. Rigos <b>61</b>
<b>8) AB15-100</b>	Motion - Authorizing CO #1 with Pacific Crest & Resolution Accepting WWTP Clarifier Project as Complete	Mr. Rigos <b>65</b>
<b>9) AB15-101</b>	Resolution – Accepting WWTP Critical Improvement Project	Mr. Rigos <b>77</b>
<b>10) AB15-102</b>	Resolution – Awarding Contract for EJ Roberts Park to Terra Dynamics	Mr. Rigos <b>81</b>

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

**ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**

<b>11) Presentation</b>	Police Services Update	Chief McCulley
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**INTRODUCTIONS:**

<b>12) AB15-103</b>	<b>Public Hearing Cont.</b> , Ordinance – Adopting Transportation Impact Fee and Updating Taxes, Rates & Fees Schedule	Mr. Rigos <b>99</b>
<b>13) AB15-104</b>	<b>Public Hearing</b> , Ordinance Extending Interim Zoning Regulations RE Truck Centers & Parking	Ms. Estep <b>119</b>
<b>14) AB15-105</b>	Resolution – Authorizing Developer Extension Agreement with John Day Homes for Ranger Station Cottages	Mr. Rigos <b>127</b>

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

**ADJOURNMENT:**

**DRAFT**

**NORTH BEND CITY COUNCIL MINUTES**

**September 1, 2015**

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

**CALL TO ORDER, ROLL CALL:**

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

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

Mayor Hearing announced an Executive Session to discuss property acquisition, pursuant to RCW 42.30.110 (1)(b) would be added to the end of the night's agenda.

**CONSENT AGENDA:**

**Minutes** – Council Workstudy of July 28, 2015, Special Council Meeting of August 18, 2015 & Regular Council Meeting of August 18, 2015

**Payroll – August 20, 2015 – 27318** through **27326**, in the amount of **\$184,458.60**

**Checks – September 1, 2015 – 61533** through **61582**, in the amount of **\$309,561.13**

**AB15-089** – Ordinance 1560 Adopting NBMC 9.26 RE: Underage Gatherings

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

**CITIZEN'S COMMENTS:**

**Rob Wotton**, Umpqua Bank Manager, 146 W 2<sup>nd</sup> Street, stated he was a member of the Snoqualmie Economic Development Commission which had recently identified affordable housing as high priority topic in the Snoqualmie Valley. He extended an invitation to local government representatives and members of the business community to attend a meeting on the issue on September 30, 2015 from 4 to 6 p.m. at the Umpqua Community Room.

**Dave Olson**, 440 Main Ave. S, invited everyone to attend the Kiwanis breakfast meeting being held on Thursday morning at 7 a.m. at Mt Si Golf Course. He noted the Night on a Dark Trail fundraiser was seeking volunteers for their October 9<sup>th</sup> & 10<sup>th</sup> event located at Snoqualmie Hospital East Campus.

**Nancy Randall**, 315 E Park Street, commented on the lack of lighting on E Park Street during her early morning commute to work. She requested additional lighting be added to the area to help increase safety for residents.

**DRAFT**

**ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**

**Proclamation – National Recovery Month**

Mayor Hearing read a proclamation declaring September 2015 as National Recovery Month. Laura Quinn, Community Coordinator from the Chemical Abuse and Dependency Services Division of King County Mental Health, was present to accept the proclamation.

**Proclamation – Child Cancer Awareness Month**

Mayor Hearing read a proclamation declaring September 2015 as Child Cancer Awareness Month.

**INTRODUCTIONS:**

**AB15-090 – Public Hearing Cont.**, Ordinance Adopting Transportation Impact Fees & Amending Taxes, Rates & Fees Schedule **Audio: 12:47**

Public Works Director Rigos provided the staff report.

**Mayor Hearing announced the Public Hearing on an Ordinance Adopting Transportation Impact Fees was opened at the August 18, 2015 City Council meeting and continued to tonight's meeting.**

**John Day**, PO Box 2930, John Day Homes, commented on his recent meeting with Public Works Director Rigos and requested the Public Hearing remain open to allow additional opportunity for comment.

Mayor Hearing announced the Public Hearing would continue and additional written testimony would be allowed until the October 6, 2015 City Council Meeting.

Councilmember Loudenback **MOVED**, seconded by Councilmember Rosen to continue the Public Hearing on the Transportation Impact Fee Ordinance until the October 6, 2015 City Council meeting. The motion **PASSED** 7-0.

**AB15-091 – Public Hearing**, Motion Authorizing Capacity Analysis RE: Zoning Map for 2015 Comp Plan Update **Audio: 18:20**

Senior Planner Burrell provided the staff report.

**Mayor Hearing opened the Public Hearing on Authorization of a Capacity Analysis RE: Zoning Map at 7:24 p.m.**

**DRAFT**

The following individuals spoke regarding the Motion Authorizing Capacity Analysis  
RE: Zoning Map for 2015 Comp Plan Update:

**Jim Randall**, 315 E Park Street

**Jean Buckner**, 46226 SE 139<sup>th</sup> Place

**Dutch Siedentopf**, 46226 SE 139<sup>th</sup> Place

**Craig Sears**, 13316 NE 89<sup>th</sup> Street, Redmond

**Michelle Mears**, 315 E Park Street

**Tim Cowin**, 12600 SE 412<sup>th</sup> Avenue

**Nancy Randall**, 315 E Park Street

**Al Chicklero**, 13138 412<sup>th</sup> Way SE

**Konrad Roeder**, 321 SE Orchard Drive

**Greg Rothe**, 129 Thrasher Avenue NE

**Dave Hutton**, 13906 463<sup>rd</sup> Avenue SE

**Geraldine Haugen**, 321 SE Orchard Drive

**Sarah Burd**, 46300 SE 137<sup>th</sup> Street

**Gary Fancher**, 47532 SE 137<sup>th</sup> Street, Chair of Planning Commission

**Rich Collingwood**, 41512 SE 131<sup>st</sup> Street

**Mayor Hearing closed the Public Hearing at 8:05 p.m.**

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Gothelf to remand AB15-091, providing staff direction to conduct a capacity analysis based on the proposed Zoning Map for the 2015 Comprehensive Plan Update, to the September 22, 2015 Workstudy. The motion **PASSED** 7-0.

**AB15-092 – Public Hearing**, Ordinance 1561 Amending NBMC 18.34  
Design Standards & Guidelines

**Audio: 1:07:49**

Community & Economic Development Director Estep provided the staff report.

**DRAFT**

**Mayor Hearing opened the Public Hearing on an Ordinance Amending NBMC 18.34 Design Standards & Guidelines at 8:15 p.m. There was no public comment and Mayor Hearing closed the Public Hearing at 8:15 p.m.**

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Pettersen to approve AB15-092, an ordinance amending NBMC 18.34 relating to Design Standards and Guidelines, as a first and final reading.

Councilmember Williamson **MOVED**, seconded by Councilmember Gothelf to remove the term “Cedar Shake Roof” from all roofing materials allowed for multifamily homes in NBMC 18.34. The motion **PASSED** 7-0.

The main motion then **PASSED AS AMENDED** 7-0.

**AB15-093** – Motion Authorizing Contract for Sewer Comp Plan, Capital Facilities Plan & Rate Study Update **Audio: 1:26:10**

Public Works Director Rigos provided the staff report.

Councilmember Loudenback **MOVED**, seconded by Councilmember Cook to approve AB15-093, authorizing a contract with Tetra Tech to create a Sewer Comprehensive Plan, Capital Facilities Plan, and perform a Sewer Rate Study in an amount not to exceed \$382,500, in form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

**AB15-094** – Resolution 1692 Authorizing Purchase of Water Pump & Motion Authorizing Design Contract with Golder & Associates **Audio: 1:36:44**

City Engineer DeBerg provided the staff report.

Councilmember Loudenback **MOVED**, seconded by Councilmember Cook to approve AB15-094, authorizing the Mayor to enter into a design contract with Golder and Associates for design of a variable frequency pump system at the Mt Si Spring water plant in an amount not to exceed \$25,600 and adopting a Resolution authorizing the purchase of water pump equipment not to exceed \$200,000. The motion **PASSED** 7-0.

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

Councilmember Cook mentioned tonight was his fourteenth wedding anniversary. He thanked his wife and other Councilmembers’ spouses for their support which allows them to serve the citizens of North Bend.

Councilmember Kolodejchuk noted school would start the following day and encouraged all to use caution when traveling in school zones.

Councilmember Loudenback extended his support to the Mt Si High School Wildcat

**DRAFT**

Football Team in their upcoming game against the Woodinville Falcons.

Councilmember Rosen thanked all the provided comment during the public hearings and encouraged those interested in zoning issues to attend the September 22<sup>nd</sup> Council Workstudy. Additionally, he encouraged all to take time to reflect on those that lost loved ones and all first responders that provided assistance on September 11, 2001.

Councilmember Gothelf asked all to keep the families of the three fallen firefighters from the Eastern Washington fires in their thoughts and prayers.

Councilmember Williamson echoed Councilmember Gothelf's comments.

City Administrator Lindell thanked Council for authorizing the Sewer Comp Plan, Capital Plan and rate study update and the purchase of a new pump for Mt Si Springs.

Mayor Hearing spoke regarding the following items:

- First Day of School – September 2, 2015
- Middle Fork Trail Grant Award of \$58,790
- Community Shred Event – Friday, September 25<sup>th</sup> 8 a.m. – Noon at City Hall
- North Bend Blues Walk – Saturday, September 26<sup>th</sup> – 6 – 12 p.m.
- CERT Classes starting October 3<sup>rd</sup> at Snoqualmie Fire Station

**EXECUTIVE SESSION:**

Mayor Hearing recessed the regular meeting for an Executive Session at 8:53 p.m. to discuss property acquisition, pursuant to RCW 42.30.110(1)(b). No action was anticipated as a result of the Executive Session, which was expected to last 15 minutes and videotaping of the meeting ceased.

At 9:08 p.m. City Administrator Lindell announced to audience members outside the Council Chambers that the Executive Session was expected to last an additional 15 minutes.

The regular meeting was reconvened at 9:05 p.m.

**ADJOURNMENT:**

Councilmember Williamson **MOVED** to adjourn, seconded by Councilmember Kolodejchuk. The motion **PASSED** 7-0.

The meeting adjourned at 9:20 p.m.

ATTEST:

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Kenneth G. Hearing, Mayor

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Susie Oppedal, City Clerk





## City Council Agenda Bill

<b>SUBJECT:</b>	<b>Agenda Date: October 6, 2015</b>	<b>AB15-096</b>
<b>A Motion Authorizing a Interlocal Agreement with Yakima County for Jail Services</b>	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	X
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	
	Finance – Dawn Masko	
	Public Works – Mark Rigos	
Cost Impact: Reduce Jail Costs		
Fund Source: N/A		
Timeline: Immediate		

**Attachments:** Interlocal Agreement

**SUMMARY STATEMENT:**

The increased level of police services and Council’s emphasis on improving public safety has resulted in a corresponding increase in our annual jail costs. Our jail costs have been rising as follows:

Year	Budget	Actual
2012	\$110,000	\$ 60,105
2013	\$ 90,000	\$132,035
2014	\$115,000	\$352,006
2015	\$150,000	\$209,000*

\* estimated year end based on mid year balance. Council has approved budget adjustment to increase this line item.

The largest factor that impacted our jail costs was the higher level of police services resulting from the change in police providers that occurred in 2014 when the Snoqualmie Police Department took over the delivery of police services. There was a significant deferral of criminal activity and we understood there would be a large uptick particularly in the first year of their operation in dealing with many of our criminal transient population. We have seen a slight leveling off in the jail costs in 2015 and we expect this to continue in 2016.

However, these rising jail populations and increasing jail costs have caused staff to research possible other jail contracts in order to reduce and manage these costs. Another factor in determining appropriate jail beds is whether or not the prisoner requires levels of mental health services because not all facilities are equipped to deal with this medical issue. Fortunately, our Interlocal Agreement with Snoqualmie includes transport and management of our jail population by a very competent employee who is evaluating each of these issues in determining the suitable facility for a prisoner.

The City of North Bend currently has contracts with the City of Issaquah, King County and Chelan County for jail services and the purpose of this Agenda Bill would be to add Yakima County to our arsenal of available jail beds so that we have the option to draw from the following beds and rates:

## City Council Agenda Bill

Jail Provider	Booking Fee	Daily Fee	Mental Health?
City of Issaquah	No Fee	\$ 97.00	No
King County	\$217.46	\$146.65	Yes
Chelan County	No Fee	\$ 70.00	No
Yakima County	No Fee	\$ 54.75*	No

\*Sliding scale fee based upon jail population

Due to its close proximity, most of our prisoners have historically been booked at the City of Issaquah because it has no booking fee and the facility has a much lower rate than King County. However, when we have had mental health bookings we have been required to book at King County.

The attached Yakima Jail Interlocal is a 2015 Interlocal. Yakima will issue a 2016 Interlocal so we will return to you in December with another ILA but we are bringing this forward so we can benefit from a few months of savings in 2015. Staff recommends Council approval of the Interlocal Agreement to provide an additional alternative for our Police Department when locating our prisoner population.

**COMMITTEE REVIEW AND RECOMMENDATION:** The Public Health & Safety Committee reviewed this agenda bill at their August 11<sup>th</sup> meeting and recommended approval.

**RECOMMENDED ACTION: MOTION to approve AB15-096, authorizing a Interlocal Agreement with Yakima County for jail services in form and content acceptable to the City Attorney.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 6, 2015		

**AGREEMENT FOR INMATE HOUSING 2015**

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THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and **the City of North Bend** (hereinafter the "City").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for inmate housing, and

WHEREAS, the City desires to transfer custody of certain of its inmates to the County to be housed in the County's corrections facilities during those inmates' confinement, and to compensate the County for housing such inmates, and

WHEREAS, the County desires to house inmates who would be otherwise in the City's custody on the terms agreed herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

**1. Purpose.** The purpose and intent of this Agreement is to establish the terms under which the County will house City inmates during the calendar year 2015.

**2. Definitions.**

**Business day** means Monday through Friday excluding Yakima County standard holidays.

**Committing Court** means the court that issued the order or sentence that established the City's custody of a City Inmate.

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

**City Inmate** means a person subject to City custody who is transferred to County custody under this Agreement

**3. General Provisions.** The County shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates in the same manner as it provides housing, care and custody to its own inmates.

The County shall manage, maintain, and operate its corrections facilities in compliance with all applicable federal, state, and local laws and regulations.

**4. Right to Refuse or Return Inmate.** To the greatest extent permitted by law, the County shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City, if the Inmate has a current illness or injury that is listed in **Attachment A - Medical Acceptability**. The County shall provide notice to the City at least one business day prior to transport.

**5. Inmate Transport. County Transported:** The County shall transport Inmates to and from the County's corrections facilities except when weather or other conditions beyond the County's control prevent transport. **Inmate transport dates will be determined by the amount of inmates the City has housed with the County.**

The County will pick up and drop off Inmates at a mutually agreed upon destination. In the event the City wishes the County to pick up and/or drop off a City Inmate at another detention or correction facility, the City shall notify the County of the location of the Inmate for pick up and/or drop off.

The City shall provide a written inmate transport list to the County the business day prior to transport. At the time of scheduling transport if possible, but no later than transport pickup, the City shall provide to the County the warrant or court order detaining or committing the Inmate, as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

**City Transported:** The City will provide the County a written transport list to the County the business day prior to delivery. At the time of delivery, the City shall provide the County the warrant or court order detaining or committing the inmate as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

**6. Inmate Records.** The City shall provide all medical records in its possession to the County's transport officers prior to the Inmate's departure from the City's detention or designated detention facility. In the event the Inmate is transported by the City, the City shall provide all medical records in its possession to the County's booking officer. In the event additional information is requested by the County regarding a particular Inmate, the County and City will mutually cooperate to provide the additional information needed.

**7. Inmate Property.** The County shall accept and transport Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for inmate property actually delivered into County possession. The County shall hold and handle each Inmate's personal property in the same manner it holds and handles property of other County inmates. In the event a City Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to dispose of the Inmate's property not delivered and accepted into County possession. When returning Inmates to the City, the County shall transport Inmate property according to the provisions of Attachment B – Property, and it shall be the responsibility of the County to dispose of any of the Inmate's property not transported with the Inmate.

**8. Booking.** Inmates shall be booked pursuant to the County's booking policies and procedures. Inmates transported by the City that are not acceptable at booking, will be the responsibility of the City to transport back to City.

Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

The County and City will attempt to develop a process at City detention facilities for pre-booking Inmates who are being transferred to the custody of the County.

**9. Classification.** Inmates shall be classified pursuant to the County's classification policies and procedures, and within the sole discretion and judgment of the County. The City shall provide information identified in **Attachment C – Classification**, of this Agreement.

**10. Housing.** Inmates shall be assigned to housing pursuant to the County's policies and procedures, and within the sole discretion and judgment of the County. Provided however, that generally, if a City Inmate's classification qualifies him/her to be housed in the Yakima County Corrections Center, and there is a bed available at the Yakima County Corrections Center, the Inmate shall be housed in the Yakima County Corrections Center. Exceptions to this general provision include circumstances such as: 1) No women are housed at the Yakima County Corrections Center; 2) Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to Inmates housed in the Main Jail or Annex; 4) Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

**11. Inmate Work Programs.** The County may assign Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

**12. Health Care.** The County shall provide in-facility medical care commonly associated with county corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards.

Inmates shall be responsible for co-payment for health services according to County policy. The City shall not be responsible to the County for Inmate co-payments. No Inmate shall be denied necessary health care because of an inability to pay for health services.

The County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall be responsible to promptly notify the County of any changes in its designee(s).

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for the City's Inmates outside YCDOC facilities. Except, the County shall bear the expense of any such medical care necessitated by improper conduct of the County, or of its officers or agents.

The County shall notify the City as soon as reasonably possible before the Inmate receives medical and/or dental treatment outside of YCDOC facilities. The City acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on the County.

Outside medical expenses for Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

**13. Inmate Discipline.** The County shall discipline Inmates according to the same policies and procedures under which other County inmates are disciplined. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable County inmate, up to and including the removal of earned early release credits as approved by the City.

**14. Removal from County Facilities.** Except for work programs or health care, and during emergencies, Inmates shall not be removed from County facilities without written authorization from the City or by the order of any court having jurisdiction. Other jurisdictions

may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the Inmate's emergency removal, the County shall notify the City by email or fax as soon as reasonably possible. No early release or alternative to incarceration, including furloughs, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

**15. Visitation.** The County shall provide scheduled visitation for attorneys, spouses, family and friends of Inmates. Such visitation may be accomplished as provided in Section 24 of this Agreement.

**16. Inmate-Attorney Communication.** Confidential telephones or visitation rooms shall be available to inmates to communicate with their attorneys.

**17. Inmate Accounts.** The County shall establish and maintain an account for each Inmate. The County shall ensure family members and others have a reasonable process to add funds to a City Inmate's account,

Upon returning custody of a City Inmate to the City, the County shall transfer the balance of that Inmate's account that is not subject to charges, to the Inmate or to the City in the form of a check or a debit card in the name of the Inmate.

In the event the County contracts with a company/business that furnishes technology for wireless inmate account crediting (such as Keefee or JPAY) the City may allow the County (or County's contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits for such a system.

**18. Detainers.** Inmates in a "Detainer" status shall be handled according to **Attachment E – Detainers**.

**19. Releases.** The City shall be responsible for computing and tracking all sentence time calculations, good time, court dates and release dates. Inmates will be released in accordance with **Attachment F – Inmate Release**.

The County shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

**20. Escape.** If a City Inmate escapes County custody, the County shall notify the City as soon as reasonably possible. The County shall use all reasonable efforts to pursue and regain custody of escaped City Inmates, and shall assume all costs connected with the recapture of the City Inmate.

**21. Death.** If a City Inmate dies in County custody, the County shall notify the City as soon as reasonably possible. The Yakima County Coroner shall assume custody of the City Inmate's body. Unless another agency becomes responsible for investigation, YCDOC shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, YCDOC shall liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

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

request. Except, the County shall bear such expenses necessitated by improper conduct of County, or its officers or agents.

**22. Reporting Requirements.** Ordinarily on business days, the County will deliver the following reports to the JAG, which will disseminate them to the City:

Here Now Report - a report detailing City inmates in YCDOC custody.

Housing Report – a report detailing which city inmates are housed at the Yakima County Corrections Center.

Custody Report – a report of total inmate populations confined at all YCDOC facilities. It includes current and historical safety and population data.

Special Housing Report – Identifies city inmates who are in special housing assignments.

**23. City’s Right of Inspection.** The City shall have the right, upon reasonable advance notice, to inspect County correction facilities where City Inmates are housed at reasonable times. During such inspections, the City may interview its Inmates and review its Inmates’ records. The City shall have no right to interview inmates housed for other jurisdictions or to review their medical records, unless it is properly authorized to do so by the inmate or the other jurisdiction.

**24. Technology.** The County and City may each permit the other continuous access to its computer database regarding all City Inmates housed by the County. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of the County.

By separate mutual agreement, the County and City may provide video conference capabilities for personal visiting, professional visiting, pre-trial conferences, arraignments and other court and conferencing needs.

**Bed Rate.** In consideration of Yakima County’s commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale:

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$48.75
126-150	\$49.75
101-125	\$50.75
76-100	\$51.75
51-75	\$52.75
26-50	\$53.75
0-25	\$54.75

The Bed Rate includes all in-facility medical, dental (if available), and mental health services. In the event an inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

The County shall not charge a booking fee in connection with housing the City's Inmates.

The City may purchase additional beds, as available, at the then- existing bed rate; however, the County shall have the right to refuse to accept custody of or house inmates in excess of the City's minimum bed commitment.

The Daily Fee for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

**25. Billing and Payment.** The County shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into the County and date and time released from the County and itemization of any additional charges including a description of the service provided, date provided and reason for service.

The County shall provide said statement for each month on or about the 10<sup>th</sup> day of the following month. Payment shall be due to the County within (30) days from the billing date. The County may bill the City electronically. Payments not received by the 30<sup>th</sup> day shall bear interest at the rate of 1% per month until payment is received.

The Daily Fee for City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

**26. Duration of Agreement.** The duration of this Agreement shall be from January 1, 2015, at 1200 A.M. and shall end at 11:59 P.M., on December 31 2015 unless otherwise terminated in accordance with Section 31 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the County and City.

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

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

**29.**

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

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

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

The County and City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

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

**30. Insurance.** The County and City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

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

**31. Termination.**

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between the County and City with ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at Yakima's facilities present an imminent risk of serious injury or death to the City's Inmates [Imperiling Conditions]; 2) the City has sent County written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) the County has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 30 days after the County receives the City's notice. Termination under this provision shall be effective if and when: 1) after at least 30 days, the County has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates; and 3) the City has given the

County formal written notice of final termination under this provision. After Termination under this provision the City shall have no further financial obligations under this Agreement.

C. **Material Breach:** Either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within ninety (90) days, unless the parties agree in writing to a longer cure period. Termination shall be effective upon and the City shall have no further financial obligations under this Agreement from the date of removal of its Inmates from the Yakima Facility or County's receipt of final notice that City is terminating the Agreement after the expiration of the cure period, whichever occurs last.

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

**33. Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et seq.). In the event of the violation of this provision, the other party may terminate this Agreement immediately.

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

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

**36. Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

**37. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County

**38. Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

**39. General Provisions.** Unless otherwise agreed in writing executed by both parties, on and after January 1, 2015, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and the County under which the County

houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

The County shall not delegate its duties pertaining to housing City Inmates without the written consent of the City, which consent shall not be withheld unreasonably.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

In the event the County or City defaults on the performance of any terms of this Agreement and files a lawsuit, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses.

This Agreement may be executed in any number of counterparts.

**40. Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Steve McCulley, Chief of Police  
Snoqualmie Police Department  
34825 SE Douglas Street  
Snoqualmie, WA 98065

TO COUNTY: Ed Campbell, Director  
Yakima County Department of Corrections  
111 North Front Street  
Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand - delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

	<p><b>CITY OF NORTH BEND, WASHINGTON</b></p> <p>By: _____ Kenneth G. Hearing, Mayor</p> <p>Date: _____</p> <p>Attest: By: _____</p> <p>North Bend City Clerk</p>
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	<p>Approved as to form:</p> <p>By: _____</p> <p>City Attorney</p>
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**ATTACHMENT A**  
**MEDICAL ACCEPTABILITY**

The County shall determine the medical and mental acceptability of inmates for transport using the following excluding criteria:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Signs of untreated broken bones or dislocated joints.
3. Any injury or illness requiring immediate or emergency medical treatment.
4. Unconsciousness.
5. Inmates unable to stand and walk under their own power.
6. Wheel chair bound individuals.
7. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
8. Signs of alcohol and/or drug withdrawal.
9. Bed bound individuals.
10. Individuals with attached IV or requiring IV medications.
11. Individuals requiring the use of oxygen tanks.
12. AMA (Against Medical Advice) from the hospital.
13. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
14. Post-operative persons who have follow up appointments within the next four weeks.
15. Wounds with drainage tubes attached.
16. Persons with permanent catheters.
17. Open and/or oozing bedsores.
18. Individuals requiring nebulizers who cannot obtain one.
19. Persons with Alzheimer's, dementia or other psychological conditions to the point where the inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
20. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
21. Female inmates more than 5 months pregnant. Or any female inmate considered a high-risk pregnancy.
22. Persons undergoing chemotherapy and/or radiation treatment.
23. Persons undergoing dialysis.

24. Persons with the following untreated medical conditions:
  - a) Heart disease
  - b) Seizures disorders
  - c) Insulin dependent diabetes
  - d) Cancer
  - e) Asthma
  - f) Psychosis
  - g) HIV Positive or AIDS
25. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
26. Persons taking Methadone, or Suboxone, a substitute for Methadone.
27. Persons with suicidal ideations or gestures within the past 72 hours.
28. Person, if prescribed, have not taken psychotropic medications for at least 72 hours.
29. Persons who have attempted suicide within the last 30 days.
30. Persons who have attempted suicide by overdose or ligature strangulation during current incarceration.
31. Persons displaying current psychotic episode.
32. Persons requiring CPAP machines as prescribed must be transported with the machine.

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**ATTACHMENT B**  
**PROPERTY**

County transport personnel will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc) shall be attached to the outside of the property bag.
4. The transporting officer shall account for the property bag and funds being transported. Yakima County Department of Corrections transport personnel will not accept or transport the following:
  - a) Backpacks, suitcases, etc.
  - b) Unpackaged food products or food products in packaging that has been opened.
  - c) Any type of weapon (includes pocketknives).
  - d) Liquids.
  - e) Any items that will not fit into the property bag.
  - f) Material deemed to be contraband.

Yakima County will limit property returned with the Inmate to the City according to these criteria.

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**ATTACHMENT C**  
**CLASSIFICATION**

The City shall supply the County with the following Classification related information, if it known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

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**ATTACHMENT D**  
**BORROWING**

One contracting city may "borrow" another contracting city's inmate as follows:

1. If a City requests the transport of another contracting City's Inmate from the County the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies the County in writing (e-mail) of its approval, the County shall provide the requested transport. The County will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the inmate.
2. Once custody of the City Inmate has been transferred to another agency, it is the responsibility of the requesting City to determine whether the City Inmate shall be returned to the custody of the County, and if so, the requesting City shall make all necessary and proper arrangements with the County and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this agreement.
3. The County will not track the City Inmate once he or she has left the County's facility.
4. If the Inmate is returned to the custody of the County, the requesting City shall provide the County with sentencing/charge information. The City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid Yakima County in determining split billing and release dates.
5. If the agency requesting to borrow a City Inmate is not in the "Contracting Agency," the requesting agency will be responsible to make all transport arrangements including all legal paperwork for the transport with the City of jurisdiction.
6. The County will transport the City Inmate only to a King County city that also contracts with the County for Inmate housing.
7. Inmates transported by the City, cannot be borrowed out of YCDOC.

**ATTACHMENT E**

**This attachment only applies to Inmates transported by the YCDOC.**

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**WARRANTS/OTHER COURT ORDERS/DETAINERS**

1. The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers. When receiving a City Inmate, the Transport Officers shall review all paperwork provided by the City for all grounds to hold the Inmate and ensure that this information is entered into the County's JMS and is routed to the Out of County Transport Section Office Specialist.
2. Prior to releasing a City Inmate, the County shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
  - a) If the Inmate is subject to a warrant that is limited to King County, YCDOC will, upon receiving written permission (e mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, Yakima County will not assume responsibility to serve any such warrants.
  - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, YCDOC will release the Inmate at the location determined by written (e mail) agreement of the YCDOC and the City under Section 5 of this Agreement.
  - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, YCDOC will send the Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
  - d) If, upon return from YCDOC to the City, the Inmate is subject to a warrant that provides for statewide extradition, YCDOC will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be returned to the City, unless the County and City agree in writing (email) to some other course of action.

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**ATTACHMENT F**

**INMATE RELEASE**

County transport personnel will release City Inmates as follows:

1. Inside a staffed correction or detention facility (jail).
2. Inside a staffed police agency (sally port or other secured area).
3. Outside of a Law Enforcement Agency when agency personnel, telephone access, and weather protection (lobby areas) are available to the released Inmate.
4. The County does not transport on Mondays.
5. City Inmates for whom bail is posted, or who otherwise have a right to be released may, by signed written waiver, choose to remain in custody and return to City by the regularly scheduled transport, or to be released to a family member or friend, or to the streets of Yakima.
6. Inmates transported by City must be picked up at least 12-(twelve) hours prior to the inmate's scheduled release date and time. If the inmate is not picked up before the scheduled release time, the Inmate will be automatically scheduled to be transported, at the City's cost to include the addition of transport fees for all days served, on the next available transport to the City.





## City Council Agenda Bill

<b>SUBJECT:</b>	<b>Agenda Date: October 6, 2015</b>	<b>AB15-097</b>
<b>A Motion Authorizing an On-Call Contract with Systems Interface, Inc. for Maintenance, Repair, and Expansion of the Water and Sewer SCADA System and Authorizing Work Order 2015-14 for such Support</b> Cost Impact: Est. \$15,000 Annually Fund Source: Water and Sewer Operating Timeline: Immediate	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	
	Finance – Dawn Masko	
	Public Works – Mark Rigos, P.E.	X
<b>Attachments:</b> On-Call Contract & Work Order #2015-14		
<p><b>SUMMARY STATEMENT:</b></p> <p>The City currently has one Supervisory Control and Data Acquisition (SCADA) system that collects data and provides for automated control of systems related to both the City’s water and sewer systems. The City previously contracted with Reid Instruments to perform maintenance, repair, and expansion work on the system as-necessary to meet the needs of the City. Tom Reid, owner of Reid Instruments, retired in late 2014 and suggested we transfer this work to Systems Interface (SI). Staff has recently been using SI for repair work and have been pleased with both the quality of work and the speed at which the work is accomplished. The City does not currently employ anyone with SCADA expertise to perform the work necessary to keep the SCADA system functioning and current. As such, staff is recommending approval of this contract.</p> <p>Costs for this contract are anticipated to be highly variable, but likely to exceed \$7,500 per year. Much of the existing SCADA system was created more than 10 years ago and many of the sensors and pieces of communication equipment are showing their age and beginning to fail. Staff is anticipating that the occurrence of these failures is going to increase in the coming years simply due to the age of the equipment. Additionally, the City is growing and the SCADA system needs to grow with it. As new processes are implemented in the water and sewer systems, the SCADA system will need to be updated to provide automated control of these new processes. This contract will provide staff the needed resources for this work.</p> <p>As mentioned, Systems Interface has already been performing work for the City under a trial basis. To-date, this work has amounted to approximately \$6,500. Work Order #2015-14 would authorize an amount not to exceed \$15,000 for continuing support work to troubleshoot and repair problems with the SCADA system as they arise. This would cover the expenses already accrued in addition to SI’s continued support.</p>		
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Transportation and Public Works Committee reviewed this item at its September 9, 2015 meeting and recommended approval and placement on the consent agenda.</p>		
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB15-097, authorizing an on-call contract with Systems Interface, Inc. for Maintenance, Repair, and Expansion of the Water and Sewer SCADA Systems and approving Work Order 2015-14 in an amount not to exceed \$15,000 for ongoing support, in a form as approved by the City Attorney.</b></p>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 6, 2015		



**CONTRACT FOR ON-CALL SERVICES  
City of North Bend and Systems Interface**

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

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

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

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

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Minor Changes in Scope.** The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:
  - a. **Extra Work.** The City may desire to have the Consultant perform work or render services in connection with the project in addition to or other than the work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. Work under a supplemental agreement shall not proceed until executed in writing by the parties.
3. **Compensation and Method of Payment.** The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. The Consultant will bill the City monthly based upon actual time expended and expenses incurred against the approved budget for the designated project at the rates provided in Exhibit "A". The Consultant shall be paid a total amount not to exceed the approved budget for the designated project without written modification of the Agreement signed by the City. The Consultant shall complete and return Exhibit "C", Taxpayer Identification Number, to the City prior to or along with the first billing invoice submittal.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing October 6, 2015, and ending December 31, 2015, unless sooner terminated under the provisions hereinafter specified or extended through a mutually agreed upon written amendment to this agreement. Upon expiration of the initial term of this Agreement, this Agreement shall automatically renew for additional one year terms; provided, the City may terminate the contract at any time with or without cause.
5. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall provide to the City all final documents, reports, or studies in printed and electronic form unless otherwise designated in Exhibit A. Unless otherwise directed in writing by the City, all final documents, reports, or studies shall be provided to the City in both

a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. The Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in the Agreement.

6. **Independent Consultant.** The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.
7. **Indemnification.** The Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, including attorneys' and expert witness fees, arising from injury or death to persons or damage to property occasioned by any negligent act, omission, or failure of the Consultant, its officers, agents, and employees, in performing the work required by this Agreement. With respect to the performance of this Agreement and as to claims against the City, its officers, agents, and employees, the Consultant expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Consultant. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent that any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents, or employees, this obligation to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of the Consultant, its officers, agents, and employees.
8. **Insurance.**
  - A. The Consultant shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of North Bend as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.
  - B. In addition to the insurance provided for in Paragraph A above, the Consultant shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Consultant employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.
  - C. Certificates of coverage as required by Paragraphs A and B above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

9. **Record Keeping and Reporting and “Red Flag” Rules.**
- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and compliance with this Agreement.
  - B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
  - C. The Consultant has received, and shall adhere to, the City’s Identity Theft Prevention Program (“Red Flag” rules) a copy of which is attached as Exhibit “D”.
10. **Taxes, Licenses and Permits.**
- A. The Consultant shall procure and maintain a City Business License in accordance with NBMC Chapter 5.04, Business Licenses and Business and Occupation Tax, prior to beginning work under this agreement. The Consultant shall also ensure that, and be responsible for, all Consultants, sub-Consultants, and suppliers, obtain a City Business License.
  - B. The Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, including NBMC Chapters 5.04 and 5.05, and the Consultant agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, the Consultant shall reimburse and hold the City harmless from such costs, including attorney’s fees. The Consultant shall also require all Consultants, sub-Consultants, and suppliers, pay all charges and taxes in accordance with this section.
  - C. In the event the Consultant fails to pay any taxes, assessments, penalties, or fees imposed by the City or any other governmental body, then the Consultant authorizes the City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Consultant’s total compensation.
11. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant’s financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.
12. **Termination.** This Agreement may at any time be terminated by the City upon giving to the Consultant thirty (30) days written notice of the City’s intention to terminate the same. If the Consultant’s insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
13. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, creed, color, national origin, marital status, sex, age, disability, or

other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

- 14. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
- 15. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
- 16. **Notices.** Notices to the City of North Bend shall be sent to the following address:  
 Londi Lindell, City Administrator  
 City of North Bend  
 P.O. Box 896  
 211 Main Avenue North  
 North Bend, Washington 98045  
 Phone Number: (206) 888-1211

Notices to the Consultant shall be sent to the following address:  
 Systems Interface, Inc.  
 1916 220<sup>th</sup> St SE. #M-102  
 Bothell, Washington 98021  
 Phone Number: (425) 481-1225

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

CITY OF NORTH BEND, WASHINGTON

[CONSULTANT]

By: \_\_\_\_\_  
 Kenneth G. Hearing  
 Title: Mayor  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Attest/Authenticated:

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

Approved As To Form:

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

EXHIBIT A

**DESCRIPTION OF PROJECT**

Technical support. On-call emergency repair, and preventative maintenance services shall be performed by Systems Interface, Inc. (“the Consultant”) for the City of North Bend (“City”) Telemetry Systems. The water distribution and sewer collection and treatment telemetry systems utilize BRISTOL BABCOCK RTU’s (Remote Telemetry Units), Integra 460 MHz Radio Communications, along with the Intouch Wonderware SCADA (Supervisory Control and Data Acquisition) and Alarm Dialing and Notification systems.

Such services shall include:

1. Preventative Maintenance for all Remote Telemetry Units and SCADA systems as required per the City’s request.

**PAYMENT**

Payment to the Consultant shall be as follows:

The Consultant shall invoice monthly with Time and Service reports for the previous month’s work.

Additionally, for Emergency On-call Repair, Maintenance, and City-directed modification services, Payment will be made at the Consultant’s hourly billing rates shown below for all Consultant’s personnel working directly on the project, plus direct expenses incurred in the work. The total hourly billing rates by personnel classification will be as follows:

<b>Work Classification</b>	<b>Base Cost</b>	<b>Overhead &amp; Profit Mult.</b>	<b>Total</b>
Project Manager	\$41	2.80	\$115.00 / hr
Programmer/Engineer	\$36	2.72	\$98.00 / hr
Field/Instrument Technician	\$29	2.93	\$85.00 / hr
Fabrication Technician	\$25	3.0	\$75.00 / hr
Computer Aided Drafter	\$22	2.95	\$65.00 / hr
Administrative Assistant	\$19	2.89	\$55.00 / hr

Job expenses (such as mileage and meals) will be billed to the City at actual cost plus 10% to cover administration and overhead.

The City shall pay the Consultant in the amounts specified above for the services performed under this Agreement. Such payment shall constitute full and complete payment by the City under this Agreement, and shall include payment for costs, expenses, and profit.

**TIME AND PERFORMANCE**

The Consultant will coordinate with the City to ensure requested Preventative Maintenance visits are made at a convenient time for both the Consultant and the City. For on-call emergencies, the Consultant will make every reasonable effort to respond within 24 hours of notification of an emergency problem. The Consultant shall not be held responsible for delays occasioned by factors beyond its control that could not reasonably have been foreseen at the time of the execution of the Agreement.

EXHIBIT C

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN#:    -- - - - - - - - -

SS#:    -- - - - - - - - -

Print Name: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (required)

EXHIBIT D

CITY OF NORTH BEND  
IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

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

II. PROGRAM PURPOSE AND DEFINITIONS

A. Fulfilling Requirements of the Red Flags Rule.

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

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

B. Red Flags Rule Definitions Used in this Program.

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

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

Covered Account. A “covered account” means:

- a. Any account the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
- b. Any other account the City offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City from identity theft.

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

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

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

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

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

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

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

### III. IDENTIFICATION OF RED FLAGS

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

A. Notification and Warnings from Credit Reporting Agencies - Red Flags.

- Report of fraud accompanying a credit report;
- Notice or report from a credit agency of a credit freeze on a customer or applicant;
- Notice or report from a credit agency of an active duty alert for an applicant; and
- Indication from a credit report of activity that is inconsistent with a customer’s usual pattern or activity.

B. Suspicious Documents - Red Flags.

- Identification document or card that appears to be forged, altered or inauthentic;
- Identification document or card on which a person’s photograph or physical description is not consistent with the person presenting the document;
- Other document with information that is not consistent with existing customer information (such as a person’s signature on a check appears forged); and
- Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information -Red Flags.

- Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);

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

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

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

E. Alerts from Others - Red Flag.

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

IV. DETECTING RED FLAGS

A. New Accounts.

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

- Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
- Verify the customer's identity (for instance, review a driver's license or other identification card);
- Review documentation showing the existence of a business entity; and
- Independently contact the customer.

B. Existing Accounts.

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

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

V. PREVENTING AND MITIGATING IDENTITY THEFT

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

A. Prevent and Mitigate Identity Theft.

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

B. Protect Customer Identifying Information.

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

- Secure the City website but provide clear notice that the website is not secure;
- Undertake complete and secure destruction of paper documents and computer files containing customer information;
- Make office computers password protected and provide that computer screens lock after a set period of time;
- Keep offices clear of papers containing customer identifying information;
- Request only the last 4 digits of social security numbers (if any);
- Maintain computer virus protection up to date; and
- Require and keep only the kinds of customer information that are necessary for City purposes.

## VI. PROGRAM ADMINISTRATION

### A. Oversight.

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

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

### B. Staff Training and Reports.

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

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

### C. Service Provider Arrangements.

In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs

its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

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

D. Customer Identifying Information and Public Disclosure.

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

VII. PROGRAM UPDATES

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

**CITY OF NORTH BEND  
WORK ORDER  
2015-14**

This work order dated the 6<sup>th</sup> day of October 2015 is to specify services to be provided under the On-Call Professional Services contract which has been entered into by the CITY OF NORTH BEND (City) and Systems Interface, Inc. (Consultant). This work order is for the below mentioned project/scope of work.

Work Order No.: 2015-14

Project Name: General SCADA Support

Project No.:	<u>N/A</u>	Amount: <u>\$15,000</u>
City Project Lead:	<u>Donald DeBerg, PE City Engineer</u>	(Authorized cost of work not to be exceeded without written authorization)

**SCOPE OF WORK:**

Systems Interface shall provide general support to include, but not be limited to, maintenance, troubleshooting, and repair of the City's existing Supervisory Control and Data Acquisition (SCADA) system.

– Reimbursement will be on a time & material basis as specified in the on-call services contract with a Not to Exceed limit of \$15,000 without written permission.

**CONSULTING FIRM:**

**CITY OF NORTH BEND:**

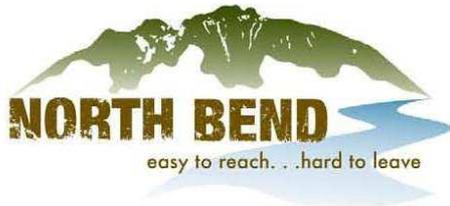
\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Authorized by    Date

**NOTE:** *The City of North Bend will not be liable for charges for services not authorized by a fully executed work order.*

**Budget Number: 401-534-20-41 (Water System) or 402-535-80-41 (Sewer System)**





## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: October 6, 2015</b>	<b>AB15-098</b>
<b>A Motion Authorizing a Professional Services Agreement with Supplement No. 1 with Fehr &amp; Peers for the Transportation Impact Fee (TIF) Update</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: Not to Exceed \$12,400			
Fund Source: General Fund			
Timeline: Immediate			
<b>Attachments:</b> Contract, Supplement No. 1			
<b>SUMMARY STATEMENT:</b>			
<u>Work Scope:</u>			
<p>City of North Bend Public Works Department staff has been working closely with Fehr &amp; Peers (F&amp;P) regarding the TIF update since June 2015. F&amp;P is a local transportation planning consultant that is well-versed in preparing TIF studies and updates. Their original work scope and fee was hourly for a total not-to-exceed of \$7,400. Since the amount of the contract was below the \$7,500 which required Council authorization a contract was executed administratively on June 23, 2015.</p> <p>F&amp;P was selected by the City as the transportation planning consultant based on the recommendation by North Bend’s previous transportation planning consultant (Randy Young) who was very experienced with TIF studies; and is a MRSC consultant.</p>			
<u>Additional Work Scope:</u>			
<p>In June 2015, it was anticipated that the TIF study would be wrapped up by August, 2015. However, the TIF update has required more staff and consultant support time than originally anticipated, due to significant public input at the August 18, 2015 City Council meeting. The attached Supplement No. 1 with F&amp;P’s work, scope, and fee includes the additional work needed to the update and is in an amount not to exceed \$5,000. This Supplement will update the original TIF Memo prepared by F&amp;P dated August 11, 2015 and presented to the City Council on August 18, 2015. The new TIF Memo will be completed in mid-September 2015. The new TIF Memo will include the updated TIF Table.</p> <p>The total contract amount including Supplement No. 1 is in an amount not to exceed \$12,400.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was discussed at the September 9, 2015 Transportation and Public Works Committee meeting with a recommendation to proceed with the contract and placement on consent agenda.			
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB15-098, authorizing a professional services agreement with Supplement No. 1 with Fehr &amp; Peers for the Transportation Impact Fee Update, in a total amount not to exceed \$12,400, in a form as approved by the City Attorney.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
October 6, 2015			



**CONTRACT FOR SERVICES  
City of North Bend and Fehr & Peers**

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

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

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

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

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. The Consultant will bill the City monthly based upon actual time expended and expenses incurred on the project. Based on the fee proposal in Exhibit "B", the Consultant shall be paid a total amount not to exceed \$7,400 without written modification of the Agreement signed by the City. The Consultant shall complete and return Exhibit "C", Taxpayer Identification Number, to the City prior to or along with the first billing invoice submittal.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing June 16, 2015 and ending December 31, 2015 unless sooner terminated under the provisions hereinafter specified or extended through a mutually agreed upon written amendment to this agreement.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall provide to the City all final documents, reports, or studies in printed and electronic form unless otherwise designated in Exhibit A. Unless otherwise directed in writing by the City, all final documents, reports, or studies shall be provided to the City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. The Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in the Agreement.
5. **Independent Consultant.** The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

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

7. **Insurance.**

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

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

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

8. **Record Keeping and Reporting and "Red Flag" Rules.**

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

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

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

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

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

Londi Lindell, City Administrator  
City of North Bend  
P.O. Box 896  
211 Main Avenue North  
North Bend, Washington 98045  
Phone number: (425) 888-1211

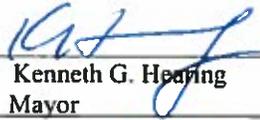
Notices to the Consultant shall be sent to the following address:

Fehr & Peers  
1001 4<sup>th</sup> Avenue, Suite 4120  
Seattle, WA 98154  
Phone Number: (206) 576-4220

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

CITY OF NORTH BEND, WASHINGTON

[CONSULTANT]

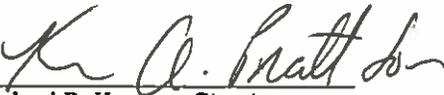
By:   
Kenneth G. Heaping  
Title: Mayor  
Date: 6/23/15

By:   
Title: Project Manager  
Date: 6/30/15

Attest/Authenticated:

  
Susie Oppedal, City Clerk

Approved As To Form:

  
Michael R. Kenyon, City Attorney



## EXHIBITS A & B

# MEMORANDUM

**Date:** June 17, 2015  
**To:** Mark Rigos, City of North Bend  
**From:** Kendra Breiland, Fehr & Peers  
**Subject:** **Transportation Impact Fee Update – Scope of Work**

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### *Purpose*

Fehr & Peers will provide recommendations of how the City of North Bend's transportation impact fees could be restructured to incorporate the 2016-2021 project list. The end product of this project will be an addendum to the City's 2013 transportation impact fee rate study.

### *Scope*

- 1. Review transportation project list and growth estimates.** Review the city's 2016-2021 TIP and 2012 Transportation Element and identify capital projects that could meet impact fee eligibility. Summarize expected residential and commercial growth from 2012-2032 consistent with the Comprehensive Plan. This task will include coordination with the City's planning department, as well as the consultants responsible to developing the 2012 Transportation Element and 2013 Rate Study.
- 2. Develop Options for Restructuring the Program to Generate Fees Insuring Growth Pays for Growth.** Develop two options for restructuring the program to generate transportation impact fee rates at two levels based upon projects identified in the City's Capital Facilities Plan: (1) a level similar to North Bend's peer communities and (2) a level higher than peer communities. Both options will be consistent with GMA requirements. These options will be summarized in a concise technical memorandum, which provides preliminary estimates of impact fee revenue that would be generated under each option.
- 3. Meet to Finalize Options.** Meet with City staff to discuss the contents of the memo and select the rate structure option that staff feels is most preferable.

Rigos  
 June 17, 2015  
 Page 2 of 3



- 4. Prepare Rate Study Addendum.** Based on the preferred option selected in the above task, develop an addendum to the 2013 Rate Study.

**Budget**

\$7,400

	Principal	Project Manger	Analyst	Support	
	240	180	110	110	
Task 1	2	2	2	0	\$1,060
Task 2	4	4	14	4	\$3,660
Task 3	2	2	0	0	\$840
Task 4	2	3	6	0	\$1,680
Travel					\$160
<b>Total</b>					<b>\$7,400</b>

Rigos  
June 17, 2015  
Page 3 of 3



EXHIBIT D

CITY OF NORTH BEND  
IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

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

II. PROGRAM PURPOSE AND DEFINITIONS

A. Fulfilling Requirements of the Red Flags Rule.

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

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

B. Red Flags Rule Definitions Used in this Program.

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

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

Covered Account. A “covered account” means:

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

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

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

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

EXHIBIT C

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN#:    -    -    -    -    -    -    -

SS#:    -    -    -    -    -    -    -

Print Name: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Authorized Signature (required)

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

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

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

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

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

### III. IDENTIFICATION OF RED FLAGS

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

A. Notification and Warnings from Credit Reporting Agencies - Red Flags.

- Report of fraud accompanying a credit report;
- Notice or report from a credit agency of a credit freeze on a customer or applicant;
- Notice or report from a credit agency of an active duty alert for an applicant; and
- Indication from a credit report of activity that is inconsistent with a customer’s usual pattern or activity.

B. Suspicious Documents - Red Flags.

- Identification document or card that appears to be forged, altered or inauthentic;
- Identification document or card on which a person’s photograph or physical description is not consistent with the person presenting the document;
- Other document with information that is not consistent with existing customer information (such as a person’s signature on a check appears forged); and
- Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information -Red Flags.

- Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);

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

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

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

E. Alerts from Others - Red Flag.

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

IV. DETECTING RED FLAGS

A. New Accounts.

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

- Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
- Verify the customer's identity (for instance, review a driver's license or other identification card);
- Review documentation showing the existence of a business entity; and
- Independently contact the customer.

**B. Existing Accounts.**

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

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

**V. PREVENTING AND MITIGATING IDENTITY THEFT**

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

**A. Prevent and Mitigate Identity Theft.**

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

**B. Protect Customer Identifying Information.**

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

- Secure the City website but provide clear notice that the website is not secure;
- Undertake complete and secure destruction of paper documents and computer files containing customer information;
- Make office computers password protected and provide that computer screens lock after a set period of time;
- Keep offices clear of papers containing customer identifying information;
- Request only the last 4 digits of social security numbers (if any);
- Maintain computer virus protection up to date; and
- Require and keep only the kinds of customer information that are necessary for City purposes.

## VI. PROGRAM ADMINISTRATION

### A. Oversight.

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

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

### B. Staff Training and Reports.

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

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

### C. Service Provider Arrangements.

In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs

its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

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

**D. Customer Identifying Information and Public Disclosure.**

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

**VII. PROGRAM UPDATES**

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

**SUPPLEMENT NO. 1  
CONTRACT FOR SERVICES  
Fehr & Peers with the City of North Bend**

THIS Supplement No. 1, to the Contract for Services entered into between the City of North Bend, Washington, hereinafter referred to as "the City", and Fehr & Peers, hereinafter referred to as "the Consultant", is made in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** No change to the original Agreement
2. **Scope of Services.** Consultant services are amended to include additional consultant staff hours related to updating materials developed under the original contract, attending a September 1, 2015 City Council Meeting, and additional communications related to the project.
3. **Time for Performance.** This contract amendment is for work performed between August 19, 2015 and December 31, 2015.
4. **Compensation and Method of Payment.** No change in the Method of Payment. Compensation is increased by \$5,000 from the original authorized amount of \$7,400 to the new amount of \$12,400.
5. **Notices.** No change to Supplement No. 1

All other terms and conditions remain as provided in the original agreement dated June 23, 2015.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF NORTH BEND

CONSULTANT

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

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

Attest/Authenticated

Approved as to Form:

\_\_\_\_\_  
City Clerk

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





## City Council Agenda Bill

<b>SUBJECT:</b>	<b>Agenda Date: October 6, 2015</b>	<b>AB15-099</b>
<b>A Motion Authorizing Payment to Owen Equipment Company for Vactor Truck Rental</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: \$11,315.74		
Fund Source: Storm Drainage Utility		
Timeline: 2015		

**Attachments:** Invoice

**A. Storm Drainage Operations and Maintenance Responsibility:**

North Bend Public Works Department Maintenance Division Street’s Group is tasked with maintaining the City’s storm drainage utility. Maintenance is performed per the adopted King County 2009 Surface Water Design Manual Maintenance Standards. Storm drainage systems are located in public right-of-ways, public storm drainage easements and public parks. Specific components of the system include:

1. Collection: Approximately 1,550 catch basins;
2. Conveyance: Hundreds of miles of storm drainage pipes, culverts, and roadside drainage ditches;
3. Water Quality Treatment: Facilities such as wet ponds, bio-filtration swales and sand filters; and
4. Retention / Detention: Facilities such as infiltration ponds, detention ponds, detention vaults / tanks and flow control structures.

**B. Recent Vactor Needs:**

In late fall 2014, the City contracted with Ventilation Power Cleaning (VPC) to operate and staff a vactor truck on portions of the City’s storm drainage system in need of maintenance. NB Street’s Group did not operate the vactor truck, but managed VPC and provided traffic control. City Council approved the approximate \$17,000 cost (was charged to 2014 budget) for a total of approximately two weeks of work.

During late summer 2015, Public Works needed the use of a vactor truck again. This time, in anticipation of receiving a vactor truck in the not too distant future, Public Works decided to rent a vactor truck for one month and have PW employees operate it. There was an additional public benefit in that city staff has increased vactor truck experience. Specific locations where drainage maintenance was performed include:

- Tannerwood and Wood River neighborhoods
- NE 3<sup>rd</sup> Street
- Ballarat Avenue between NE 8<sup>th</sup> Street and NE 12<sup>th</sup> Street
- North Bend Way (in association with Park Street Roundabout capital project)
- Bendigo Boulevard (in association with Bendigo Right Turn Lane capital project)
- Water line excavation for water leak

**C. Cost of Work:**

The cost for the one-month vactor truck rental from Owen Equipment was \$11,315.74 and Staff

## City Council Agenda Bill

seeks Council authorization prior to payment (see attached invoice).		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was discussed on September 9, 2015 during the Transportation and Public Works Committee (TPW) meeting. TPW recommends that Owen Equipment Company be paid for the vactor truck rental and for this item to be placed on Consent Agenda.		
<b>RECOMMENDED ACTION: MOTION to approve AB15-099, authorizing vactor rental payment to Owen Equipment Company in the amount of \$11,315.74.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 6, 2015		



**ENVIRONMENTAL SALES · RENTALS · SERVICE**

**Council Packet October 6, 2015**

Owen Equipment Company  
 PO Box 30959  
 Portland, OR 97294-3959  
 (800) 992-3656

Account#	Order #	Brc	Sls
31206	71896	02	44

R E N T A L  
 I N V O I C E

Date	Invoice #	Page
08-28-15	00076809	1

Sold To: 000  
 NORTH BEND, CITY OF (WA)  
 PO BOX 896  
 NORTH BEND WA 98045

Ship To: # 1  
 NORTH BEND, CITY OF (WA)  
 PO BOX 896  
 NORTH BEND WA 98045  
 Ship Via V0375

Entered By	Customer Purchase Order	Customer Contact	Ord Date
	LARRY SHAW	LARRY SHAW	08-10-15
	Equip ID	Customer Job number	Customer Phone #
		425-864-0237	(425) 888-1211

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
1			Id# V0375 Model-2100 PD 2112 VACTOR PD	FROM: 08-10-15 THRU: 09-06-15 Serial#-13-08V-14077		28 Days	10,375.00
1			RENTAL ENVIRONMENT CHGS - KNT MAIN ENGINE HOURS OUT: 2012 AUX ENGINE HOURS OUT: 613.5 CHASSIS MILES OUT: 19047		15.95		15.95

VEND.#	INV.#	INV. DATE
APPROVAL		

Sub Total 10,390.95  
 LOCAL 249.38  
 STATE 675.41

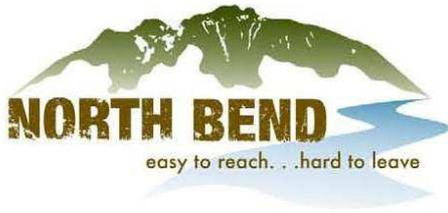
SELLER EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES ON PRODUCTS IT SELLS. ANY WARRANTY IS THAT OF THE MANUFACTURER ONLY AND NOT OF OWEN EQUIPMENT COMPANY. 1.5% FINANCE CHARGE PER MONTH (18% ANNUAL RATE).

NO GOODS RETURNED WITHOUT RETURNED GOODS AUTHORIZATION. A RESTOCKING CHARGE OF 15% WILL BE APPLIED ON ITEMS ORDERED IN ERROR AND RETURNED WITHIN 30 DAYS.

**PAYMENT TERMS:**  
 PARTS INVOICES - NET 30 DAYS FROM DATE OF INVOICE  
 EQUIPMENT SALES AND RENTAL INVOICES - NET 10 DAYS FROM DATE OF INVOICE

Total Invoice Due By: **11,315.74**  
 09/07/15





## City Council Agenda Bill

<b>SUBJECT:</b>	<b>Agenda Date: October 6, 2015</b>	<b>AB15-100</b>
<b>A Motion Approving Change Order #1 for the Clarifier Drive Seal Replacement Project and a Resolution Accepting the Project as Complete and Authorizing the Release of Retainage</b> Cost Impact: \$2,250.59 including tax Fund Source: Sewer Operating Timeline: Immediate	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	
	Finance – Dawn Masko	
	Public Works – Mark Rigos, P.E.	X

**Attachments:** Change Order No. 1, Resolution, Photos

**SUMMARY STATEMENT:**

While performing maintenance work on the secondary clarifier at the wastewater treatment plant in the summer of 2015, the City’s maintenance crew noticed that one of the clarifier’s gearboxes was not holding oil. After examining the plan drawings for the drive unit, Public Works staff determined that two seals had likely failed in the unit and that repair would be beyond the capacity of Public Works crews due to the excessive weight of the unit.

On August 26, 2015 a contract was administratively executed with Pacific Crest Construction, Inc. of Mukilteo, WA to replace two oil seals and a bearing in the main drive unit of the clarifier at the wastewater treatment plant. The original cost of the contract was \$6,750 and the City was responsible to supply the necessary parts. When the drive unit was disassembled a significant amount of damage was found on the portions of the drive-shaft on which the bearing and seals seat. Because the clarifier could not be put back on line without repairing the shaft, staff made the decision to have the contractor perform the repair work prior to Council approval. The additional cost for this work is \$1,515 plus tax with no additional contract time. The repairs were made and the project was completed within 13 hours of the project start.

Additionally, sales tax was not added to the original quote at the time of execution. This was a staff error and is also being corrected with this change order.

	<b>Contract Price</b>	<b>Contract Time</b>
Original	\$ 6,750.00	2 Days
Change Order #1	\$ 2,250.59	0 Days
Final	\$ 9,000.59	2 Days
Difference	\$ 2,250.59	0 Days

The final construction cost for the project was \$9,000.59 or 133% of the original project cost and the project was completed within the allowable working days. Due to the sales tax oversight, the actual overage would have been 122% of the original project cost.

The project is wholly funded by the sewer operating budget as this was a repair of an existing piece of equipment.

## City Council Agenda Bill

Retainage cannot be released until the project has been accepted by City Council, all liens have been satisfied, if any, and all taxes have been paid. Upon receipt of all necessary documentation, retainage will be released.		
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at its September 9, 2015 meeting and recommended approval and placement on the consent agenda.		
RECOMMENDED ACTION: <b>MOTION to approve AB15-100, a motion approving Change Order #1 to the Clarifier Drive Seal Replacement Project and a Resolution accepting the project as complete and authorizing the release of retainage.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 6, 2015		

**CHANGE ORDER #1 TO  
SMALL WORKS ROSTER  
PUBLIC WORKS CONTRACT  
City of North Bend and Pacific Crest Construction, Inc.  
Clarifier Drive Seal Replacement**

**Justification:** There is one item included in this change order, which is summarized below:

1. The scope of work needed to be increased due to unforeseen damage to a shaft on which the bearing (originally slated for replacement) and the two seals (originally slated for replacement) seated. The shaft required a significant amount of machining work, including machining the damaged portion of the shaft to a smaller diameter, installing sleeves on the two damaged portions of the shaft, and machining the sleeves to the correct diameter. This additional work is accompanied by an increase in the project costs.

The contract is changed as follows:

**Section 1 – Scope of Work to be Accomplished.**

1. Revise the first sentence to read:

“The Contractor shall obtain all permits and/or approvals, do all the work, including all construction and services, and furnish all tools, materials and equipment for replacement of seals and a bearing with units supplied by the City for the main drive unit of the clarifier rake arm and machining and sleeving of the shaft on which the bearing and seals seat, in accordance with and as described in the attached plans and specifications, and shall perform any alterations in or additions to the work as provided under this contract.”

**Section 3 – City Responsibility/Payment**

2. Revise the second sentence to read:

“The City agrees to pay the Contractor for the actual work completed according to the Scope of Work, the sum of \$9,000.59, including all applicable taxes.”

**Attachment A – Plans**

1. See attached, revised plan.

**Attachment B – Cost Estimate**

1. This section is replaced with the following:

Attachment B



Invoice

**From** Pacific Crest Construction, Inc.  
 19410 Highway 99  
 Suite A PMB 137  
 Lynnwood, WA 98036  
 425-513-8979

**Ship To** City of North Bend  
 PO Box 896  
 North Bend, WA 98045  
 425-888-7652

Date	Job	Invoice No.	Payment Terms	Due Date
8-26-15		North Bend WWTP	Net 10	9-26-15

Qty	Units	Description	Unit Price	Line Total
1	Lot	<b>Clarifier Seal Replacement</b> Work per contract	\$6,750.00	\$6,750.00
		Labor & Material to repair shaft in Clarifier Gear Box		
6.5	Hrs	Labor-Millwright	\$120	\$812.50
2	Hrs.	Labor-Millwright Assistance	\$75	\$150.00
4.5	Hrs.	Labor-Millwright Assistance (OT)	\$105	\$472.50
		Sleeve - Material		\$80.00
<b>Total Due</b>				\$8,265.00
<b>Sales Tax - (8.9%)</b>				\$735.59
<b>Total</b>				\$9,000.59

CITY OF NORTH BEND, WASHINGTON

[CONSULTANT]

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

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

          Kenneth G. Hearing  
Title: Mayor \_\_\_\_\_

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

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

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



Rev. E 5-97 MCN97-0468	WORM GEAR DISASSEMBLY AND REASSEMBLY INSTRUCTIONS	13-CX19  80
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### Attachment A

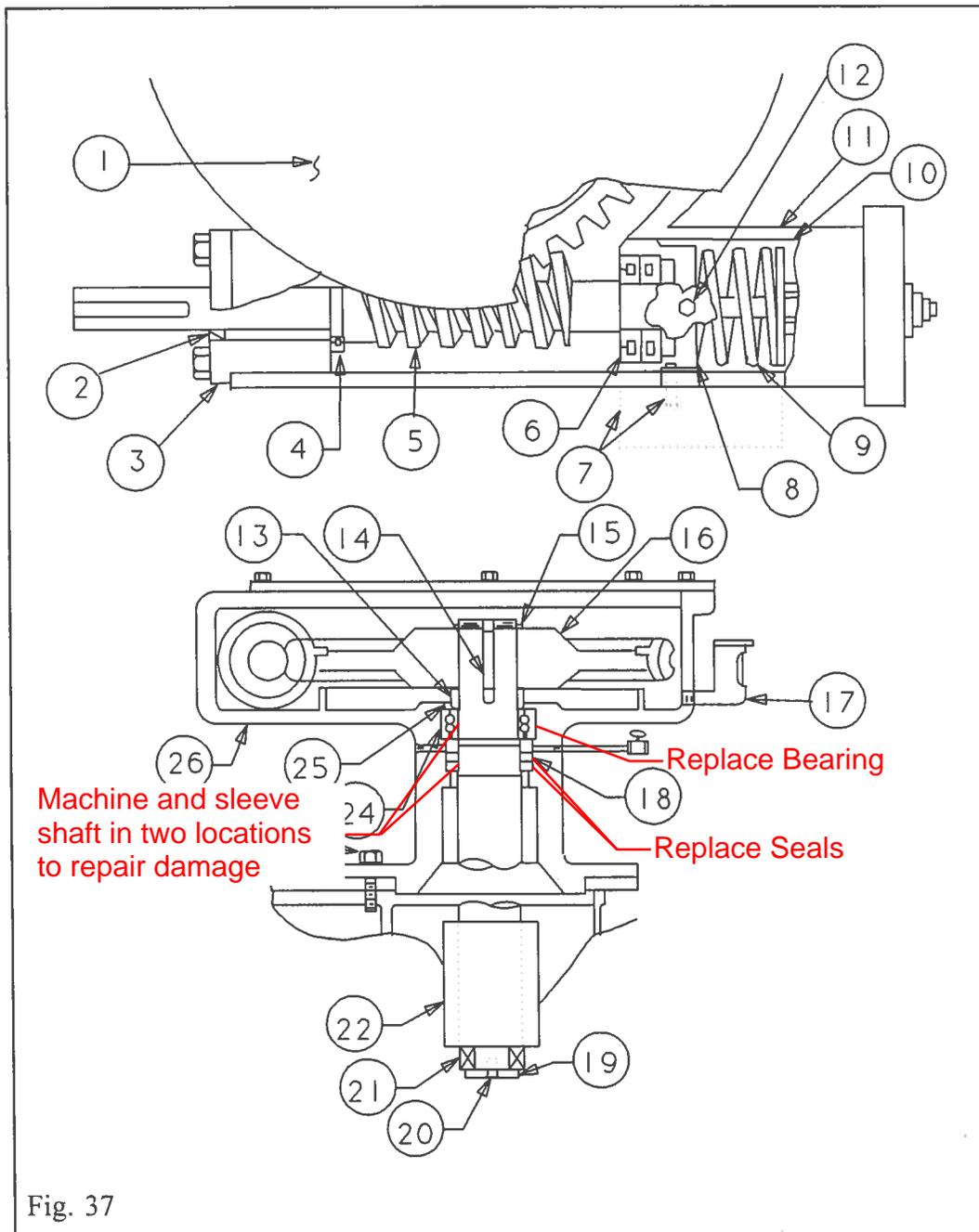
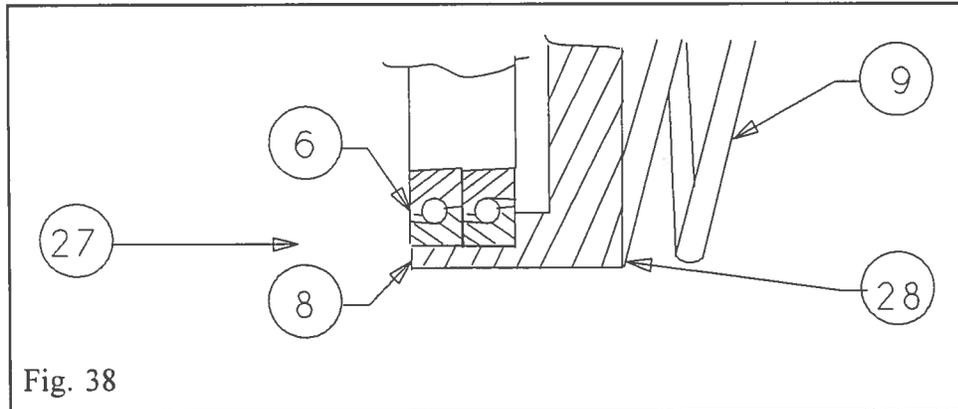


Fig. 37

1	DRIVE COVER	2	OIL SEAL	3	BUSHING HOUSING
4	REVERSE THRUST BEARING	5	WORM AND SHAFT	6	BEARING
7	DRIVE CONTROL	8	SLIDING BEARING SEAT	9	SPRING
10	SPRING SEAT	11	END CAP CAPSCREW	12	PLUG
13	SPACER RING	14	KEY	15	GEAR RETAINING RING
16	WORM GEAR ASSEMBLY	17	OIL GAUGE	18	OIL SEALS

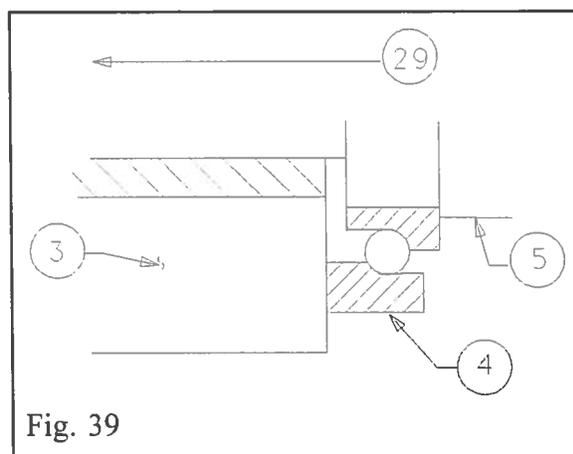
Rev. E 5-97 MCN97-0468	WORM GEAR DISASSEMBLY AND REASSEMBLY INSTRUCTIONS	13-CX19  81
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19 BEARING GUIDE	20 FLAT HEADED CAPSCREW	21 BEARING
22 PINION GEAR	23 CAPSCREWS AND RING LOCKWASHERS	24 PINION BEARING
25 BEARING RETAINING	26 WORM HOUSING	



8 SLIDE BEARING SEAT	27 THRUST
6 BEARINGS	9 SPRING
28 SPRING SIDE OF BEARING HOUSE	

- Coat the worm with oil. Then insert the worm into the gear housing (from the non-drive end) turning it as necessary to mesh with the worm gear threads.



3 BUSHING HOUSING	9 REVERSE THRUST
5 WORM SHAFT	4 BEARING OUTER RACE

# RESOLUTION

## A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE CONSTRUCTION WORK FOR THE CLARIFIER DRIVE SEAL REPLACEMENT PROJECT AND AUTHORIZING THE RELEASE OF RETAINAGE

**WHEREAS**, City staff administratively executed a contract with Pacific Crest Construction, Inc. of Mukilteo, WA for replacement of two seals and one bearing in the drive unit of the secondary clarifier at the wastewater treatment plant; and

**WHEREAS**, the original bid for the work was \$6,750 not including sales tax; and

**WHEREAS**, the construction of the Clarifier Drive Seal Replacement Project was declared Physically Complete on August 25, 2015; and

**WHEREAS**, the final construction cost of the project was \$8,265 not including sales tax, with one change order; and

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

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

**Section 1.** The City of North Bend accepts the Pacific Crest Construction, Inc. work on the Clarifier Drive Seal Replacement Project.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF OCTOBER, 2015.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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

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

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

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









## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: October 6, 2015</b>		<b>AB15-101</b>																						
<b>A Resolution Accepting the Wastewater Treatment Plant Critical Improvements Project as Complete and Authorizing the Release of Retainage</b> Cost Impact: N/A Fund Source: N/A Timeline: Immediate		Department/Committee/Individual																								
		Mayor Ken Hearing																								
		City Administrator – Londi Lindell																								
		City Attorney - Mike Kenyon																								
		City Clerk – Susie Oppedal																								
		Community & Economic Development – Gina Estep																								
		Finance – Dawn Masko																								
		Public Works – Mark Rigos, P.E.		X																						
<b>Attachments:</b> Resolution																										
<p><b>SUMMARY STATEMENT:</b></p> <p>On August 19, 2014, City Council declared an emergency and awarded a contract to Pacific Crest Construction, Inc. of Mukilteo, WA to construct three improvements at the Wastewater Treatment Plant, named critical improvements. These improvements consisted of installing a new weir outlet from the existing oxidation ditch to the existing clarifier, replacement of two existing brush aerators on the oxidation ditch, and construction of a new solids conveyance system. The original contract amount was \$869,000 plus sales tax. Two change orders were executed for the project. Change Order #1 consisted of multiple minor additions to the work for a cost of \$20,219 plus sales tax. Change Order #2 consisted of a combination of additions and deletions to the work for a cost of -\$18,033.39 plus tax.</p> <table border="1"> <thead> <tr> <th></th> <th><b>Contract Price</b></th> <th><b>Contract Time</b></th> </tr> </thead> <tbody> <tr> <td>Original</td> <td>\$ 869,000.00 plus tax</td> <td>238 Days</td> </tr> <tr> <td>CO #1</td> <td>\$ 20,219.00 plus tax</td> <td>0 Days</td> </tr> <tr> <td>CO #2</td> <td>\$ - 18,033.39 plus tax</td> <td>21 Days</td> </tr> <tr> <td>Final</td> <td>\$ 871,185.61 plus tax</td> <td>259 Days</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Difference</td> <td>\$ 2,185.61 plus tax</td> <td>21 Days</td> </tr> </tbody> </table> <p>The final construction cost for the project was \$871,185.61 or 100.3% of the original project bid and the project was completed within the allowable working days. The project was fully funded by the City's Sewer Capital account with no funding assistance from third parties.</p> <p>Retainage cannot be released until the project has been accepted by City Council, all liens have been satisfied, if any, and all taxes have been paid. Upon receipt of all necessary documentation, retainage will be released.</p>							<b>Contract Price</b>	<b>Contract Time</b>	Original	\$ 869,000.00 plus tax	238 Days	CO #1	\$ 20,219.00 plus tax	0 Days	CO #2	\$ - 18,033.39 plus tax	21 Days	Final	\$ 871,185.61 plus tax	259 Days				Difference	\$ 2,185.61 plus tax	21 Days
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<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Transportation and Public Works Committee reviewed this item at its September 9, 2015 meeting and recommended approval and placement on the consent agenda.</p>																										
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB15-101, a resolution accepting the Wastewater Treatment Plant Critical Improvements Project as complete and authorizing the release of retainage.</b></p>																										
<b>RECORD OF COUNCIL ACTION</b>																										
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>																						
October 6, 2015																										



# RESOLUTION

## A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE CONSTRUCTION WORK FOR THE WASTEWATER TREATMENT PLANT CRITICAL IMPROVEMENTS PROJECT AND AUTHORIZING THE RELEASE OF RETAINAGE

**WHEREAS**, the City contracted with Tetra Tech, Inc., for design services for the Wastewater Treatment Plant Critical Improvements Project; and

**WHEREAS**, upon completion of design, the City Council unanimously voted to declare an emergency and award a contract to Pacific Crest Construction, Inc. of Mukilteo, WA for construction of the improvements via Resolution 1666; and

**WHEREAS**, the original bid for the construction of the improvements was \$869,000 not including sales tax; and

**WHEREAS**, the construction of the Wastewater Treatment Plant Critical Improvements Project was declared Physically Complete on June 6, 2015; and

**WHEREAS**, the final construction cost of the project was \$871,185.61 not including sales tax, with two change orders; and

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

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

**Section 1.** The City of North Bend accepts the Pacific Crest Construction, Inc. work on the Wastewater Treatment Plant Critical Improvements Project.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF OCTOBER, 2015.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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

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

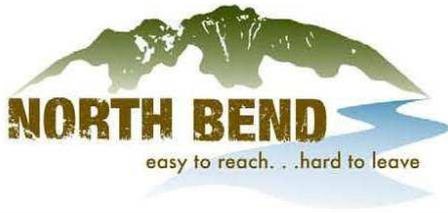
**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

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

Resolution





## City Council Agenda Bill

<b>SUBJECT:</b>	<b>Agenda Date: October 6, 2015</b>	<b>AB15-102</b>
<b>A Resolution Accepting Bids and Awarding Construction Contract to Terra Dynamics for the EJ Roberts Park Capital Improvement Project</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: \$241,948.85		
Fund Source: Park Impact Fee		
Timeline: Immediate		

**Attachments:** Resolution, Bid Tabulation

**SUMMARY STATEMENT:**

Background

During the past ten months, City of North Bend staff and City consultants have surveyed (Axis), analyzed (bridge structural engineer), designed (Scott Holsapple Design), permitted and advertised for park related capital improvements to occur at EJ Roberts Park. In the City’s 2015 Budget these improvements were scheduled to be constructed in 2015. The picnic shelter was an addition to the base project (replacement bridge), as approved by City Council in Fall 2014 during budgeting of capital projects. The picnic shelter is in the Capital Facilities Element. A barbeque grill and water connection were later added adjacent to the picnic shelter as a benefit to the public. Additionally, some of the playground equipment is in desperate need of replacement, so new equipment was included in the project scope.

Materials Ordered Early

Materials for the picnic shelter and replacement playground equipment (swing, teeter totter) were recently ordered, as approved by Council during the August 18, 2015 Council Meeting. In total, the advertised project includes a replacement pedestrian bridge, installation of new picnic shelter, swing set, teeter totter, barbeque grill, picnic tables and a small area of landscaping. The City’s 2015 Budget has this project funded entirely from Park Impact Fees.

Two Bids Received

The design was completed in summer 2015 and the project was advertised for construction bids from August 12-26<sup>th</sup>, 2015. On August 27<sup>th</sup>, two bids were received and opened at City Hall. The lowest bid was submitted by Terra Dynamics, in the amount of \$241,948.85 including all applicable taxes. Terra Dynamics has constructed many parks, including recent Tollgate Farm Park for approximately \$1.6 million. Terra Dynamics also constructed Si View Park. Bid results for EJ Roberts Park are as follows:

<u>Amount</u>	<u>Company</u>	<u>Company Location</u>	<u>Responsive Bid</u>
\$241,948.85	Terra Dynamics	Auburn, WA	Yes
\$251,885.70	Pellco Construction	Mukilteo, WA	Yes

Funding from Park Impact Fees

An Engineering Estimate was not formally prepared for this project and the construction bids were substantially more than the costs anticipated. The soft costs for the project have been close to the budget. The City does have the necessary park impact fee funds to construct the improvements. Park impact fees are paid for entirely by developers building new homes and commercial buildings in the City. EJ Roberts is an active play park and Council recently promoted dedication of park impact fee funds

## City Council Agenda Bill

toward active play parks.		
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at its September 9, 2015 meeting and recommended approval and placement on the consent agenda.		
<b>RECOMMENDED ACTION: MOTION to approve AB15-102, a resolution accepting bids and awarding contract for the EJ Roberts Capital Project to Terra Dynamics in the amount of \$241,948.85, in a form as approved by the City Attorney.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 6, 2015		

# RESOLUTION

## A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING CONSTRUCTION BIDS AND AWARDING EJ ROBERTS PARK CAPITAL IMPROVEMENTS PROJECT TO TERRA DYNAMICS

**WHEREAS**, the City contracted with Axis for surveying and Scott Holsapple Design Landscape Architects for bridge evaluation and landscape design services for the EJ Roberts Park Capital Improvements Project; and

**WHEREAS**, Scott Holsapple Design provided complete Plans and Specifications for advertisement; and

**WHEREAS**, upon completion of design, advertisement was made on August 12<sup>th</sup>, 2015 in the Daily Journal of Commerce and the Snoqualmie Valley Record for construction bids; and

**WHEREAS**, on August 27<sup>th</sup>, 2015, bids were opened at North Bend City Hall and read aloud at the prescribed time with two (2) bids having been received; and

**WHEREAS**, the resulting lowest responsive and responsible bidder out of two (2) bids received was Terra Dynamics for \$241,948.85;

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

**Section 1.** The construction bids for the EJ Roberts Park Capital Improvements Project are accepted.

**Section 2.** The construction contract for the EJ Roberts Park Capital Improvements is awarded to Terra Dynamics and the Mayor is authorized to enter into a contract in the amount of 241,948.85, in a form as approved by the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF OCTOBER, 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**

Resolution



City of North Bend

BID OPENING

Project: EJ Roberts Park  
 Date: 8/27/15  
 Time: 2:00 pm

	1	2	3	4
Number				
Bidder Name	Terra Dynamics	Pellco Const		
Bid Submitted On-Time (Y/N)	Yes	Yes		
Statement of Bidders Quals (Y/N)	Yes	Yes		
Proposal Pages Filled Out (Y/N)	Yes	Yes		
Proposal Signature Page Included (Y/N)	Yes	Yes		
Add #1 Acknowledged (Y/N)	Yes	Yes		
Add #2 Acknowledged (Y/N)	Yes	Yes		
Add #3 Acknowledged (Y/N)	Yes	Yes		
Bid Bond Included (Y/N)	Yes	Yes		
<del>Subcontractor-List Included (Y/N)</del>	N/A	N/A		
Total Amount	\$ 241,948.85	\$ 251,885.70		

Bids Opened By: Scott Holsapple / Chae

**EJ ROBERTS PARK**

**PROPOSAL**

City of North Bend  
211 Main Ave N  
North Bend, Washington 98045

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a certified check, bank draft, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the amount bid.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

**The undersigned agrees that the Owner reserves the right to Award the Contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner. The lowest responsible bidder shall be based upon the Base Bid and any combination of bid additives as determined by the Owner. The project will be awarded to a single Contractor.**

**PROPOSAL – Continued**

**BASE BID:**

NO.	ITEM	QTY	UNIT PRICE	AMOUNT
1	Mobilization	1 LS	\$18,500.00	\$ 18,500.00
2	Clearing, Grubbing, and Tree Stump Removal	18 CY	\$ 170.00	\$ 3,060.00
3	Tree and Construction Protection Fencing	710 LF	\$ 4.25	\$ 3,017.50
4	Straw Wattle	218 LF	\$ 5.00	\$ 1,090.00
5	Demo Existing Bridge	1 LS	\$ 15,600.00	\$ 15,600.00
6	Remove Existing Handrail	1 LS	\$ 725.00	\$ 725.00
7	Cut and Remove Portion of Timber Wall	12 LF	\$ 100.00	\$ 1,200.00
8	Remove Existing Swing Set and Footings	1 LS	\$ 865.00	\$ 865.00
9	Remove Existing See Saw and Footings	1 LS	\$ 1,275.00	\$ 1,275.00
10	New Pedestrian Bridge	1 LS	\$ 61,980.00	\$ 61,980.00
11	New Handrail	1 LS	\$ 38,000.00	\$ 38,000.00
12	New Timber Wall	40 SFF	\$ 72.00	\$ 2,880.00
13	New Bench* and Footings Installation	1 EA	\$ 1,600.00	\$ 1,600.00
14	New See Saw* and Footings Installation	1 EA	\$ 1,825.00	\$ 1,825.00
15	New Swing Set Frame*, Seats*, and Footings Installation	1 EA	\$ 2,190.00	\$ 2,190.00
16	Play Surfacing Installation	1210 SF	\$ 5.85	\$ 7,078.50
17	Concrete Slab	123 SF	\$ 29.50	\$ 3,628.50
18	Concrete Pad	420 SF	\$ 63.00	\$ 26,460.00
19	Gazebo/Hex Shelter* and Installation	1 LS	\$11,300.00	\$ 11,300.00
20	Picnic Tables* Installation	4 EA	\$ 325.00	\$ 1,300.00
21	BBQ* and Footing Installation	1 EA	\$ 1,025.00	\$ 1,025.00
22	Hot Coal Box* Installation	1 EA	\$ 1,000.00	\$ 1,000.00
23	Post Mounted Hose Bib, Splash Pad, and Drain	1 LS	\$ 6,450.00	\$ 6,450.00
24	Dry Well	1 LS	\$ 1,900.00	\$ 1,900.00
25	Disturbed Lawn Restoration	1 LS	\$ 750.00	\$ 750.00
26	PSIPE Arctostaphylos uva-ursi, 4" pots	70 EA	\$ 3.00	\$ 210.00
27	PSIPE Carex deweyana, Plugs or 4" pots	150 EA	\$ 3.00	\$ 450.00
28	PSIPE Carex obnupta, Plugs or 4" pots	550 EA	\$ 3.00	\$ 1,650.00
29	PSIPE Mahonia repens, 1 gal.	27 EA	\$ 7.50	\$ 202.50
30	PSIPE Polystichum munitum, 1 gal.	41 EA	\$ 6.25	\$ 256.25
31	PSIPE Rhododendron 'Snow Lady', 2 gal.	14 EA	\$ 19.00	\$ 266.00
32	Topsoil	50 CY	\$ 51.00	\$ 2,550.00
33	Mulch	8 CY	\$ 47.00	\$ 376.00
34	Seeding, Fertilizing, Mulching	1 LS	\$ 1,515.00	\$ 1,515.00
	Subtotal (Base Bid)	---	---	\$ 222,175.25
	WA State Sales Tax (8.9%)	---	---	\$ 19,773.60
	<b>TOTAL CONSTRUCTION COST</b>	---	---	<b>\$ 241,948.85</b>

**TERRA DYNAMICS, INC.**

**AUGUST 27, 2015**

*Bidder Name*

*Date*

[\* These items provided by the City of North Bend]

**PROPOSAL – Continued**

**ALTERNATES TO BID ITEMS**

Bidders shall use this page to submit proposals on any alternate types of equipment or materials that bidders recommend the Owner consider using. Contract Award will be made on the basis of equipment and materials that are specified. After Award, the Owner may consider any proposal alternates that, in the opinion of the Owner, will be equivalent to or better than the item specified and/or used as the basis of contract Award. The Owner shall have complete discretion on whether to use any alternates, and the Owner’s decision shall not be subject to challenge.

<b>Alternative to Bid Item No.</b>	<b>Schedule</b>	<b>Item</b>	<b>Manufacturer</b>	<b>Amount Bid</b>

**PROPOSAL – Continued**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

Name of Firm: TERRA DYNAMICS, INC.

Address: PO BOX 2479, AUBURN WA. 98072

Telephone No. 253-880-3100 Fax No. 253-880-3109

Contact Person for this Project: TODD M. WOOD

E-mail: TODD@TERRADYNAMICS.COM

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

30 YEARS

Gross dollar amount of work currently under contract: \$16 MILLION

Gross dollar amount of contracts currently not completed: \$9.7 MILLION

General character of work performed by firm: LANDSCAPE GENERAL CONTRACTOR

List of five major projects of a similar nature which have been completed by the Contractor within the last five years and the gross dollar amount of each project, together with the Owner's name and telephone number, and the Engineer's name:

Project Name	Amount	Owner	Phone No.	Engineer's Name
TOLLGATE FARM PARK	\$1,542,218	SI VIEW PARK DISTRICT	425-831-1900	TRAVIS STROMBAUGH
SI VIEW PARK	\$2,051,065	SI VIEW PARK DISTRICT	425-831-1900	TRAVIS STROMBAUGH
CONFLUENCE PARK	\$957,122	CITY OF ISSAQUAH	425-837-3307	BRIAN BERNSTEN
SHOREWOOD HIGH PH 3	\$6,213,468	SHORELINE PUBLIC SCHOOLS	206-393-4701	KIM ANGEL
MERIDIAN PARK AND PLAYFIELDS	\$3,705,045	SHORELINE PUBLIC SCHOOLS	206-393-4701	KIM ANGEL

**PROPOSAL – Continued**

List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

**KOMATSU PC-60, TAKEUCHI TB045, TAKEUCHIS TL150 TRACKED**

**SKID STEER, FORD F650 5 YD DUMP, MACK/FINN T330 HYDROSEEDER**

Bank Reference: \_\_\_\_\_

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

**7 FIELD SUPERVISORS RANGING FROM 5 YEARS TO 24 YEARS**

Identify who will be the general superintendent and/or project superintendent on this project. Also, list the number of years each person identified has been with firm.

**WES MIDGARDEN - 9 YEARS**

Have you changed bonding companies within the last three years? **NO**

If so, why? \_\_\_\_\_

Have you ever been a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? **NO**

Identify the proceeding and parties and describe the claims asserted by all parties. \_\_\_\_\_

What was the disposition of the case? \_\_\_\_\_

Do you have any outstanding payments due to the Department of Revenue? **NO**

If yes, explain. \_\_\_\_\_

Bidder agrees that the Owner shall have the right to obtain credit reports.

  X    
Yes

\_\_\_\_\_  
No

**PROPOSAL – Continued**

**WORK COMPLETED BY CONTRACTOR**

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the contract.

<b>Work to be Performed</b>	<b>Dollar Amount</b>
ALL WORK EXCEPT, BRIDGE CONSTRUCTION, STEEL RAILINGS, AND REINFORCED CONCRETE	\$ 118,529.25

**ADDENDA RECEIVED**

<b>Addendum No.</b>	<b>Date Received</b>	<b>Name of Recipient</b>
1	8/21/2015	KELLEN RHODES - TERRA DYNAMICS
2	8/25/2015	KELLEN RHODES - TERRA DYNAMICS
3	8/26/2015	KELLEN RHODES - TERRA DYNAMICS

**NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.**

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within ~~20~~ 50 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within ~~30~~ 60 working days (the Physical Completion Date) from ~~when Contract Time~~ begins Notice to Proceed.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$1,000.00 per day for each and every working day beyond the Contract time allowed for substantial completion until the Substantial Completion Date is achieved and \$500.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned is in, and will remain in, full compliance with all Washington State Department of Licensing requirements for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is 481.671-01-04 ;  
Dept. of Licensing Contractor's Registration No. is TERRADI133LT ;  
Unified Business Identifier Number is C601 030 794 ;  
Excise Tax Registration Number is 601 030 794 ; and  
Employment Security Account Number is 629036 00 3 .

**PROPOSAL – Continued**

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned’s eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

The undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Bid is submitted.
2. That by signing the signature page of this Bid, I am deemed to have signed and to have agreed to the provisions of this declaration.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Very truly yours,

**TERRA DYNAMICS, INC.**

\_\_\_\_\_  
Print Company Name

By: **TINA SCOCCOLO**

\_\_\_\_\_  
Print Name



\_\_\_\_\_  
Sign Name

**PRESIDENT**

\_\_\_\_\_  
Title

**AUGUST 27, 2015**

\_\_\_\_\_  
Date

**PROPOSAL – Continued**

Amount of bid deposit: \$ \_\_\_\_\_ Check No. \_\_\_\_\_,

or bid bond in the amount of \$ 5% OF PROPOSAL \_\_\_\_\_,

issued through TRAVELERS CASUALTY AND SURETY  
Name of Bank/Bonding Company

located at 925 4TH AVENUE STE. 3200, SEATTLE WA 98104  
Mailing Address

253-310-4041  
Telephone Number of Bank/Bonding Company

**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, That we Terra Dynamics, Inc.

of Auburn, WA as principal, and the \_\_\_\_\_  
Travelers Casualty and Surety Company of America

A corporation duly organized under the laws of the state of Connecticut  
and authorized to do business in the State of Washington, as surety, are held and firmly bound  
unto the **CITY OF NORTH BEND** in the full and penal sum of five percent of the total amount  
of the bid proposal of said principal for the work hereinafter described, for the payment of which,  
well and truly to be made, we bind our heirs, executors, administrators and assigns, and  
successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or  
its sealed proposal for the following construction project, to wit:

**EJ ROBERTS PARK**

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the  
contract be awarded to said principal, and if said principal shall duly make and enter into and  
execute said Contract and shall furnish bond as required by the **CITY OF NORTH BEND**  
within a period of 10 days from and after said award, exclusive of the day of such award, then  
this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

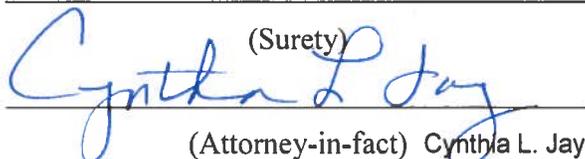
IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed  
and sealed this 27th day of August, 2015.

Terra Dynamics, Inc.



(Principal)

Travelers Casualty and Surety Company of America

(Surety)  
  
(Attorney-in-fact) Cynthia L. Jay



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228862

Certificate No. 006361893

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Cynthia L. Jay, Peggy A. Firth, Eric A. Zimmerman, James B. Binder, and Aliceon Keltner

of the City of Seattle, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 11th day of May, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

of \_\_\_\_\_ as principal, and the \_\_\_\_\_

A corporation duly organized under the laws of the state of \_\_\_\_\_ and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the **CITY OF NORTH BEND** in the full and penal sum of five percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction project, to wit:

**EJ ROBERTS PARK**

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the **CITY OF NORTH BEND** within a period of 10 days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

(Principal)

\_\_\_\_\_

(Surety)

\_\_\_\_\_

(Attorney-in-fact)





## City Council Agenda Bill

<b>SUBJECT:</b>	<b>Agenda Date: October 6, 2015</b>	<b>AB15-103</b>
<b>Continuation of Public Hearing and Ordinance Amending NBMC 17.38.120 Relating to Transportation Impact Fee (TIF) &amp; Amending Taxes, Rates &amp; Fees Schedule</b> Cost Impact: N/A Fund Source: N/A Timeline: Immediate	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	
	Finance – Dawn Masko	
	Public Works – Mark Rigos, P.E.	X
<b>Attachments:</b> Ordinance, Exhibit A - Fehr & Peers 9/18/2015 Updated TIF Memo, Exhibit B - 2016-2021 TIP Projects Vicinity Map Updated 6/1/2015		
<p><b>SUMMARY STATEMENT:</b></p> <p><b>History:</b>                  This Agenda Bill is for the culmination of the public comment period for the Transportation Fee Impact (TIF) update and associated TIF adoption by City Council. Tonight is a continuation of the formal Public Hearing for the TIF update. Additional public comments on the TIF update were provided at recent (8/18/2015 and 9/1/2015) City Council meetings. All public comments, agenda bills, documents, citizen letters, documents or other parts of the record have been fully considered by the City Council prior to making a decision this evening.</p> <p>Previously, the City’s TIF consultant (Fehr &amp; Peers) provided a TIF Memo dated 8/11/2015 which was formally presented to City Council at the 8/18/2015 Council Meeting. On the 8/18/2015-TIF Update Agenda Bill, the TIF was recommended to increase to \$14,145.95 per trip, instead of \$19,900 and \$10,970, which the consultant provided as possible TIF update alternatives based on two different formula models.</p> <p>Subsequently, based on recent public input received from several development parties and further refinement of project costs, existing deficiencies and possible grants, the TIF has been re-calculated to be <b>\$10,562.61</b> per trip, which continues to be the midpoint of the three options. If the alternative formula models were used instead, then the TIF amounts would either be \$14,739.25 or \$8,208.46.</p> <p>For additional information, please see the TIF update agenda bills dated 9/1/2015 and 8/18/2015. These agenda bills are on file and available at the City Clerk’s Office as part of this Public Hearing record.</p> <p><b>Staff Support:</b>                  City staff are supportive of an updated TIF that is more representative of necessary transportation improvement projects desired by City Council in order to successfully mitigate for increased traffic associated with the population growth forecasted in the City of North Bend. This is consistent with Council’s policy that “growth pay for growth”. There are many substantial, complex and costly projects in the City’s six-year (2016-2021) Transportation Improvement Program (TIP). The increase of the TIF by nearly \$6,000 will create an environment where these projects are financially realistic and can be constructed with a decreased likelihood of jeopardizing the City’s General Fund and/or forcing the City to seek loan options.</p>		
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The TIF update was not yet finalized at the September 9, 2015 Transportation and Public Works (TPW) Committee meeting. Thus, TWP</p>		

## City Council Agenda Bill

Committee did not have a recommendation on September 9, 2015 except to review the finalized TIF Memo (attached).

As discussed at the July 2015 City Council Work Study, which was open to the public, Council’s favored approach is Formula 1, which does not intend to “reinvent the wheel” with respect to the calculation, but follows the formula used by the City’s former TIF consultant (Randy Young) in formulating the TIF. The increased number of transportation capital projects and increased (design and construction) project costs justifies an increase of the TIF to \$10,562.61.

**RECOMMENDED ACTION: MOTION to approve AB15-103, an ordinance adopting an updated Transportation Impact Fee in the amount of \$10,562.61, as a first and final reading.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 18, 2015	AB15-087 - Action taken to continue public hearing on September 1, 2015	7-0
September 1, 2015	AB15-090 - Action taken to continue public hearing on October 6, 2015	7-0
October 6, 2015		

## ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, RELATING TO TRANSPORTATION IMPACT FEES; AMENDING SECTIONS 17.38.020, 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 1,200 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**, RCW 82.02.050(2) requires that the financing for system improvements to serve new development must provide for a balance between impact fees and other sources of public funds; and

**WHEREAS**, the City has fully considered and included in the project list possible financing for system improvements including without limitation Puget Sound Regional Council grants, Community Development Block grants, Transportation Improvement Board grants, the City's General Fund, and other sources of public funds; and

**WHEREAS**, the City has found that other sources of state and federal transportation grant funding continues to reduce as both the state and federal governments struggle with budget deficits; 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 September 18, 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**, Washington state courts have held that the assessment of transportation impact fees is not a land use control ordinance or development regulation, and therefore is not subject to Chapter 36.70A RCW, the Growth Management Act, and its public participation requirements; and

**WHEREAS**, public hearings were held on August 18, 2015, and September 1, 2015, and October 6, 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 September 18, 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. ~~1515-1551~~ 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 no greater than 1,700 square feet in size with two bedrooms or less, 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 1,700 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~~ 89 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 ~~59~~ 78 percent of the total impact fee assessed for any allowed commercial use within Downtown Commercial and Neighborhood Business zones; and

10. A reduction of 57 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, or any overlay zones within such 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	Trip Rate (1)	Percent New Trips (2)	Net New Trips Per Unit of Measure		Impact Fee Per Unit @	
						\$10,562.61	per Trip end
110	Light Industrial	0.97	100%	0.97	1,000 sq ft	\$10.25	per square foot
140	Manufacturing	0.73	100%	0.73	1,000 sq ft	\$7.71	per square foot
151	Mini-warehouse	0.26	100%	0.26	1,000 sq ft	\$2.75	per square foot
210	Single family House	1.00	100%	1.00	dwelling	\$10,562.61	per dwelling unit
220	Apartment	0.62	100%	0.62	dwelling	\$6,548.82	per dwelling unit
230	Condominium	0.52	100%	0.52	dwelling	\$5,492.56	per dwelling unit

240	Mobile Home	0.59	100%	0.59	dwelling	\$6,231.94	per dwelling unit
251	Senior Housing - Detached	0.27	100%	0.27	dwelling	\$2,851.90	per dwelling unit
252	Senior Housing - Attached	0.25	100%	0.25	dwelling	\$2,640.65	per dwelling unit
253	Congregate care facility	0.17	100%	0.17	dwelling	\$1,795.64	per dwelling unit
254	Assisted living	0.22	100%	0.22	bed	\$2,323.77	per bed
310	Hotel	0.61	75%	0.46	room	\$4,832.39	per room
320	Motel	0.47	75%	0.35	room	\$3,723.32	per room
420	Marina	0.19	100%	0.19	berth	\$2,006.90	per boat berth
430	Golf course	0.30	100%	0.30	acre	\$3,168.78	per acre
440	Adult cabaret	38.67	75%	29.00	1,000 sq ft	\$306.34	per square foot
441	Live Theater	0.02	75%	0.02	seat	\$158.44	per seat
443	Movie theater - no matinee	0.07	75%	0.05	seat	\$554.54	per seat
445	Multiplex movie theater	4.91	75%	3.68	1,000 sq ft	\$38.90	per square foot
492	Health/Fitness Club	3.53	75%	2.65	1,000 sq ft	\$27.96	per square foot
522	Middle/jr high school	1.21	75%	0.91	1,000 sq ft	\$9.59	per square foot
530	High School	0.97	75%	0.73	1,000 sq ft	\$7.68	per square foot
560	Church	0.55	75%	0.41	1,000 sq ft	\$4.36	per square foot
565	Day care center	12.34	100%	12.34	1,000 sq ft	\$130.34	per square foot
610	Hospital	0.93	75%	0.70	1,000 sq ft	\$7.37	per square foot
620	Nursing home	0.22	75%	0.17	bed	\$1,742.83	per bed
710	General Office	1.49	100%	1.49	1,000 sq ft	\$15.74	per square foot
720	Medical office	3.57	75%	2.68	1,000 sq ft	\$28.28	per square foot
730	Government office	1.21	100%	1.21	1,000 sq ft	\$12.78	per square foot
760	R&D center	1.07	100%	1.07	1,000 sq ft	\$11.30	per square foot
812	Building materials & lumber	4.49	75%	3.37	1,000 sq ft	\$35.57	per square foot
814	Specialty retail	6.82	66%	4.50	1,000 sq ft	\$47.54	per square foot
820	Shopping Center	3.71	66%	2.45	1,000 sq ft	\$25.86	per square foot
850	Supermarket	9.48	64%	6.07	1,000 sq ft	\$64.09	per square foot
851	Convenience market-24 hr	52.41	49%	25.68	1,000 sq ft	\$271.26	per square foot
890	Furniture store	0.45	47%	0.21	1,000 sq ft	\$2.23	per square foot
896	Video rental	13.60	50%	6.80	1,000 sq ft	\$71.83	per square foot
911	Walk-in Bank	12.13	71%	8.61	1,000 sq ft	\$90.97	per square foot
912	Drive-in Bank	24.30	65%	15.80	1,000 sq ft	\$166.84	per square foot
931	Restaurant - quality	7.49	56%	4.19	1,000 sq ft	\$44.30	per square foot
932	Restaurant: sit-down	9.85	57%	5.61	1,000 sq ft	\$59.30	per square foot
933	Fast food, no drive-up	26.15	50%	13.08	1,000 sq ft	\$138.11	per square foot
934	Fast food, w/ drive-up	32.65	50%	16.33	1,000 sq ft	\$172.43	per square foot
936	Coffee/Donut no drive-up	40.75	51%	20.78	1,000 sq ft	\$219.52	per square foot
937	Coffee/Donut w/ drive-up	40.75	51%	21.83	1,000 sq ft	\$230.56	per square foot

943	Auto parts & service center	4.46	57%	2.54	1,000 sq ft	\$26.85	per square foot
945	Gas station with convenience	13.51	44%	5.94	pump	\$62,788.38	per pump
947	Self-service car wash	5.54	44%	2.44	wash stall	\$25,747.42	per wash stall
948	Automated car wash	14.12	44%	6.21	1,000 sq ft	\$65.62	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" (2014)
3. 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 \$10,562.61 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 6<sup>TH</sup> DAY OF OCTOBER, 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**

## Exhibit A



### MEMORANDUM

Date: September 18, 2015  
To: Mark Rigos, City of North Bend  
From: Sarah Keenan and Kendra Breiland, Fehr & Peers  
**Subject:** *Addendum to 2013 Transportation Impact Fee Rate Calculations Report Prepared by Henderson, Young & Company*

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This memorandum serves as an addendum to the 2013 Transportation Impact Fee Rate study developed by Henderson, Young & Company. 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

Based on this review, the transportation impact fee rate study addendum replicates the methodologies applied in the Henderson, Young & Company rate study and supports increasing the City's impact fee rate to \$10,562.61 per PM peak hour trip.

#### 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 to support 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 capacity to accommodate future growth and identifies the portion of project costs that would be eligible for impact fees once grant funds and deficiencies are considered. It should be noted that deficiencies calculated in this table exceed standard deficiency calculations based on capacity. The City identified additional deficiencies in recognition of pavement quality issues and gaps in the bicycle and pedestrian system.

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

Priority	Year	Description	Total	Deficiency	Expected Grant	Impact Fee Eligible Cost
1	2016	Right Turn Lane, North Bound Bendigo at Park Street	\$500,000	\$0	\$0	\$500,000
2	2016	North Bend Way C&G/landscape (Ballarat to Downing) North Side	\$500,000	\$125,000	\$125,000	\$250,000
4	2017	North Bend Way / Park Roundabout - Construct	\$5,000,000	\$0	\$2,500,000	\$2,500,000
4b	2017	Downtown Plaza	\$1,855,000	\$834,750	\$618,333	\$401,917
5	2017	NW 14th Street Reconstruction East of Bendigo (Phase 1)	\$490,000	\$196,000	\$0	\$294,000
6	2018	NE 12th Street - Ballarat to Pickett	\$2,000,000	\$500,000	\$0	\$1,500,000
7	2018	Ballarat - 6th to 12th	\$2,750,000	\$0	\$0	\$2,750,000
8	2019	East North Bend Way/SE Tanner Road/SE 140th St Intersection Reconfiguration	\$1,000,000	\$250,000	\$0	\$750,000
9	2019	Bendigo Blvd/4th St Intersection Reconfiguration - Roundabout	\$2,500,000	\$0	\$0	\$2,500,000
10	2019	468th Avenue SE at Middle Fork Road Roundabout	\$5,000,000	\$0	\$0	\$5,000,000
12	2020	North Bend Way at 436th Avenue SE Roundabout	\$2,241,569	\$0	\$0	\$2,241,569
13	2020	North Bend Way at SE Mount Si Road	\$2,012,246	\$350,000	\$0	\$1,662,246
14	2020	South Fork Avenue Extension - Bendigo to NBW/8th Street - Nintendo ByPass	\$4,540,000	\$2,043,000	\$0	\$2,497,000
17	2020	SE 20th Street Extension, Maloney Grove to 436th Ave SE	\$1,004,162	\$0	\$0	\$1,004,162
20	2021	Bendigo Traffic Reconfiguration (3rd to NBW)	\$97,074	\$0	\$0	\$97,074
21	2021	North Bend Way/Ballarat Traffic Signals	\$650,000	\$52,337	\$0	\$597,663
23	2021	Tanner Trail, Phase 2 and 3 R/W Acquisition	\$4,150,000	\$1,037,500	\$2,075,000	\$1,037,500
24	2021	Aquire ROW on Pickett Avenue between River Glen and NE 6th Street	\$500,000			\$500,000
<b>Total</b>			<b>\$36,790,051</b>	<b>\$5,388,587</b>	<b>\$5,318,333</b>	<b>\$26,083,131</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 is 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 cost of eligible impact fee 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 updated impact fee rate is \$10,562.61 per PM peak hour trip end. The specific formula used to calculate this cost per trip end is shown below.

Total Eligible Project Costs	\$ 26,083,131
Subtract Transportation Impact Fee Account Balance as of July 2015	- <u>\$257,560</u>
<b>Total Impact Fee Cost</b>	<b>\$25,825,571</b>
Divide by Growth in PM Peak Hour Trip Ends	÷ <u>2,445</u>
<b>Cost Per Trip End</b>	<b>\$10,562.61</b>

This methodology spreads the eligible project costs across development in North Bend *and* growth outside the City, recognizing that both contribute to the projected growth in PM peak hour trips and traffic congestion within the City. As such, this calculation assumes that a portion



of the \$26 million in eligible program costs will not be collected in impact fees, thereby reducing the otherwise applicable impact fee amount. Only the portion of growth trip ends that relate to development in North Bend will be paid by developers according to the Impact Fee Rate Schedule (see **Table 3**). 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 \$14,739.25 per PM peak hour trip end.

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* Report, and deducts the portion of the projects' capacity that is used by growth outside the City. This method would result in an impact fee of \$8,208.46 per PM peak hour trip end.

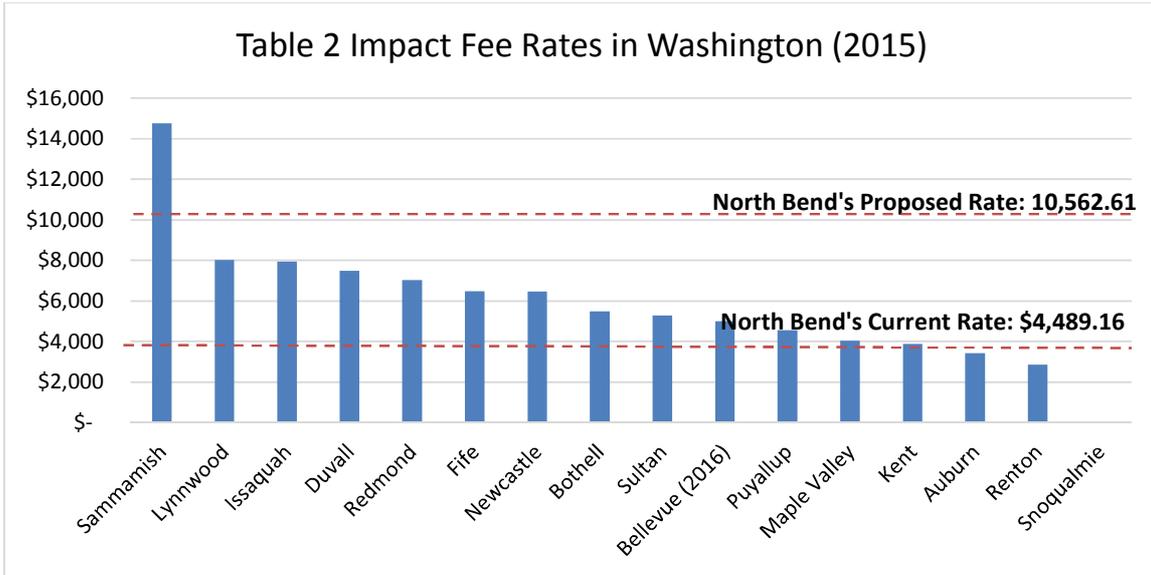
#### OPTION SELECTED

The City of North Bend decided to go with the first option in updating transportation impact fee rates. This methodology is consistent with the currently adopted impact fee program, takes into account the City's current transportation impact fee balance, and also accounts for the increase in total transportation project costs since 2013. The resulting transportation impact fee is \$10,562.61 per PM peak hour trip end.



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 \$10,562.61 PM peak hour trip rate and also incorporates trip rates from the 9<sup>th</sup> Edition of the ITE *Trip Generation* Report. The rightmost column shows the City's current rate.



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

ITE Code	ITE Land Use Category	Trip Rate (1)	Percent New Trips (2)	Net New Trips		Proposed Impact Fee Per Unit @		Current Impact Fee Per Unit @	
						\$10,562.61	per Trip end	\$4,489.16	per Trip end
110	Light Industrial	0.97	100%	0.97	1,000 sq ft	\$10.25	per square foot	\$4.35	per square foot
140	Manufacturing	0.73	100%	0.73	1,000 sq ft	\$7.71	per square foot	\$3.28	per square foot
151	Mini-warehouse	0.26	100%	0.26	1,000 sq ft	\$2.75	per square foot	\$0.88	per square foot
210	Single family House	1.00	100%	1.00	dwelling	\$10,562.61	per dwelling unit	\$4,534.05	per dwelling unit
220	Apartment	0.62	100%	0.62	dwelling	\$6,548.82	per dwelling unit	\$2,783.28	per dwelling unit
230	Condominium	0.52	100%	0.52	dwelling	\$5,492.56	per dwelling unit	\$2,334.36	per dwelling unit
240	Mobile Home	0.59	100%	0.59	dwelling	\$6,231.94	per dwelling unit	\$2,648.60	per dwelling unit
251	Senior Housing - Detached	0.27	100%	0.27	dwelling	\$2,851.90	per dwelling unit	\$909.05	per dwelling unit
252	Senior Housing - Attached	0.25	100%	0.25	dwelling	\$2,640.65	per dwelling unit	\$538.70	per dwelling unit
253	Congregate care facility	0.17	100%	0.17	dwelling	\$1,795.64	per dwelling unit	\$572.37	per dwelling unit
254	Assisted living	0.22	100%	0.22	bed	\$2,323.77	per bed	\$740.71	per bed
310	Hotel	0.61	75%	0.46	room	\$4,832.39	per room	\$1,986.45	per room
320	Motel	0.47	75%	0.35	room	\$3,723.32	per room	\$1,582.43	per room
420	Marina	0.19	100%	0.19	berth	\$2,006.90	per boat berth	\$639.70	per boat berth
430	Golf course	0.30	100%	0.30	acre	\$3,168.78	per acre	\$1,010.06	per acre
440	Adult cabaret	38.67	75%	29.00	1,000 sq ft	\$306.34	per square foot	\$130.20	per square foot
441	Live Theater	0.02	75%	0.02	seat	\$158.44	per seat	\$67.34	per seat
443	Movie theater - no matinee	0.07	75%	0.05	seat	\$554.54	per seat	\$235.68	per seat
445	Multiplex movie theater	4.91	75%	3.68	1,000 sq ft	\$38.90	per square foot	\$12.79	per square foot
492	Health/Fitness Club	3.53	75%	2.65	1,000 sq ft	\$27.96	per square foot	\$11.89	per square foot
522	Middle/jr high school	1.21	75%	0.91	1,000 sq ft	\$9.59	per square foot	\$4.01	per square foot
530	High School	0.97	75%	0.73	1,000 sq ft	\$7.68	per square foot	\$3.27	per square foot
560	Church	0.55	75%	0.41	1,000 sq ft	\$4.36	per square foot	\$1.85	per square foot
565	Day care center	12.34	100%	12.34	1,000 sq ft	\$130.34	per square foot	\$13.98	per square foot
610	Hospital	0.93	75%	0.70	1,000 sq ft	\$7.37	per square foot	\$3.84	per square foot
620	Nursing home	0.22	75%	0.17	bed	\$1,742.83	per bed	\$740.71	per bed
710	General Office	1.49	100%	1.49	1,000 sq ft	\$15.74	per square foot	\$6.69	per square foot
720	Medical office	3.57	75%	2.68	1,000 sq ft	\$28.28	per square foot	\$11.65	per square foot
730	Government office	1.21	100%	1.21	1,000 sq ft	\$12.78	per square foot	\$4.07	per square foot
760	R&D center	1.07	100%	1.07	1,000 sq ft	\$11.30	per square foot	\$4.80	per square foot
812	Building materials & lumber	4.49	75%	3.37	1,000 sq ft	\$35.57	per square foot	\$15.12	per square foot

City of North Bend  
 9-18-15  
 Page 7 of 7



814	Specialty retail	6.82	66%	4.50	1,000 sq ft	\$47.54	per square foot	\$9.12	per square foot
820	Shopping Center	3.71	66%	2.45	1,000 sq ft	\$25.86	per square foot	\$7.20	per square foot
850	Supermarket	9.48	64%	6.07	1,000 sq ft	\$64.09	per square foot	\$16.03	per square foot
851	Convenience market-24 hr	52.41	49%	25.68	1,000 sq ft	\$271.26	per square foot	\$56.47	per square foot
890	Furniture store	0.45	47%	0.21	1,000 sq ft	\$2.23	per square foot	\$0.81	per square foot
896	Video rental	13.60	50%	6.80	1,000 sq ft	\$71.83	per square foot	\$28.32	per square foot
911	Walk-in Bank	12.13	71%	8.61	1,000 sq ft	\$90.97	per square foot	\$14.70	per square foot
912	Drive-in Bank	24.30	65%	15.80	1,000 sq ft	\$166.84	per square foot	\$31.30	per square foot
931	Restaurant - quality	7.49	56%	4.19	1,000 sq ft	\$44.30	per square foot	\$12.78	per square foot
932	Restaurant: sit-down	9.85	57%	5.61	1,000 sq ft	\$59.30	per square foot	\$18.52	per square foot
933	Fast food, no drive-up	26.15	50%	13.08	1,000 sq ft	\$138.11	per square foot	\$35.22	per square foot
934	Fast food, w/ drive-up	32.65	50%	16.33	1,000 sq ft	\$172.43	per square foot	\$45.57	per square foot
936	Coffee/Donut no drive-up	40.75	51%	20.78	1,000 sq ft	\$219.52	per square foot	\$54.88	per square foot
937	Coffee/Donut w/ drive-up	40.75	51%	21.83	1,000 sq ft	\$230.56	per square foot	\$57.82	per square foot
943	Auto parts & service center	4.46	57%	2.54	1,000 sq ft	\$26.85	per square foot	\$8.01	per square foot
945	Gas station with convenience	13.51	44%	5.94	pump	\$62,788.38	per pump	\$8,717.04	per pump
947	Self-service car wash	5.54	44%	2.44	wash stall	\$25,747.42	per wash stall	\$3,481.79	per wash stall
948	Automated car wash	14.12	44%	6.21	1,000 sq ft	\$65.62	per square foot	\$48.71	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" (2014)



# City of North Bend 2016-2021 TIP PROJECTS

UPDATED JUNE 1, 2016

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

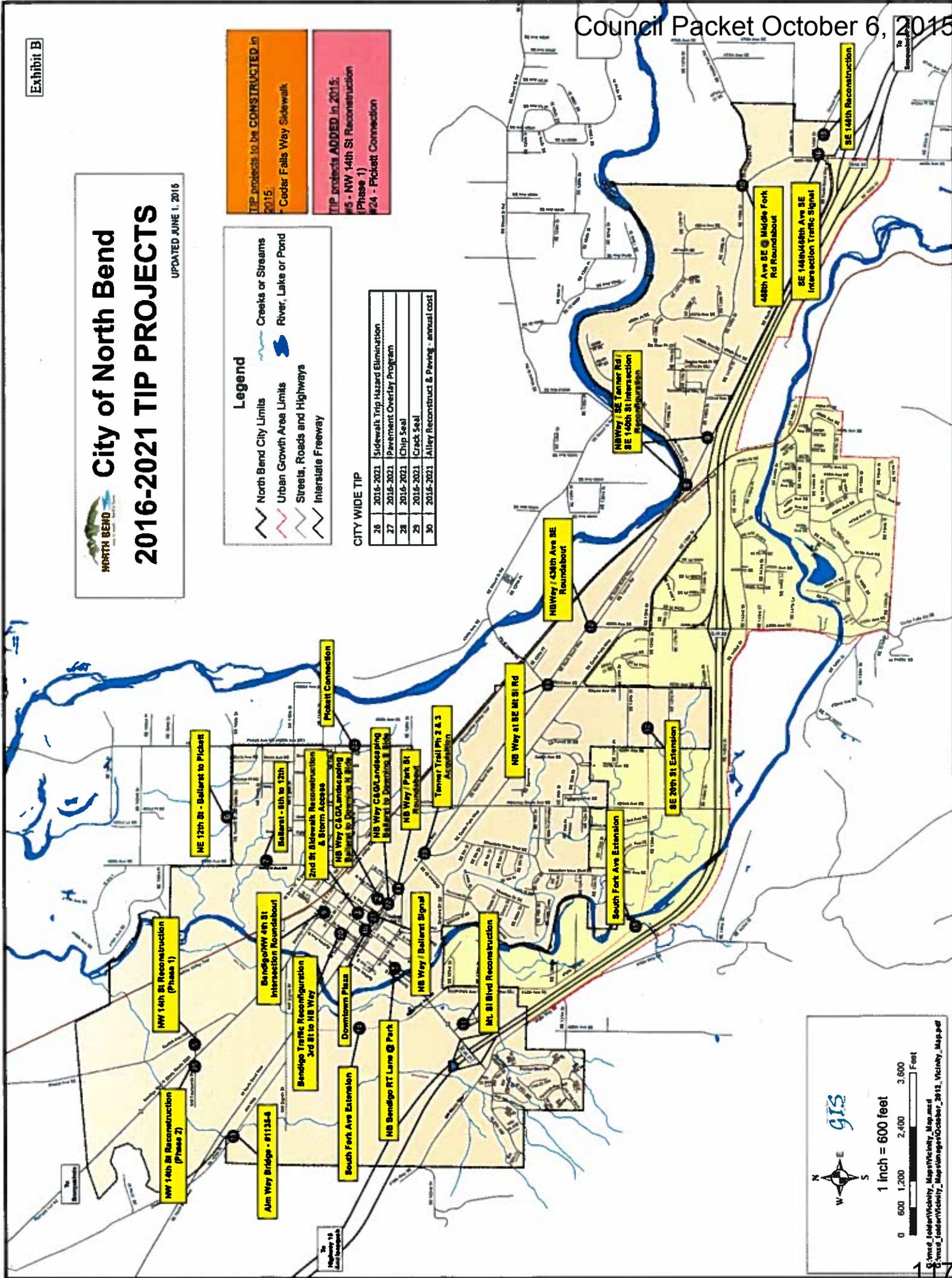
**TIP projects ADDED in 2015:**  
#5 - NW 14th St Reconstruction (Phase 1)  
#24 - Pickett Connection

**Legend**

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

**CITY WIDE TIP**

26	2016-2021	Sidewalk Trip Hazard Elimination
27	2016-2021	Pavement Overlay Program
28	2016-2021	Chip Seal
29	2016-2021	Crest Seal
30	2016-2021	Alley Reconstruct & Paving - annual cost



GIS

1 inch = 600 feet

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

North Bend, OR  
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## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: October 6, 2015</b>		<b>AB15-104</b>	
<p><b>Public Hearing and Ordinance Extending Interim Zoning Regulations Prohibiting Truck Travel Centers and Parking</b></p> <p>Cost Impact: N/A</p> <p>Fund Source: N/A</p> <p>Timeline: Immediate</p>		Department/Committee/Individual			
		Mayor Ken Hearing			
		City Administrator – Londi Lindell			
		City Attorney - Mike Kenyon			
		City Clerk – Susie Oppedal			
		Community & Economic Development – Gina Estep		X	
		Finance – Dawn Masko			
		Public Works – Mark Rigos			
<b>Attachments:</b> Ordinance, Public Hearing Notice					
<p><b>SUMMARY STATEMENT:</b></p> <p>An existing commercial truck travel center, commonly known as Truck Town, is located on approximately 15.5 acres in the City’s Interchange Commercial zone. Due to the potential adverse impacts to air quality, noise, traffic, city streets and infrastructure, the City Council previously adopted a section of Chapter 18.10 of the North Bend Municipal Code (NBMC) providing that additional commercial truck travel centers, truck parking or expansion of the existing Truck Town is not in the best interest of North Bend without a regional freight mobility plan to mitigate such adverse impacts.</p> <p>On August 29, 2013, the City Council considered the current regulations of the existing Truck Town and expansion of truck uses in the City. At this work study session, Council provided direction to staff to prepare additional amendments to the NBMC because truck stops provide little economic benefit to the City and continue to have significant adverse impacts to traffic, air quality and City infrastructure. Shortly afterwards Public Works Director Page resigned and the vacancy was advertised. It was deemed imperative that the future Public Works Director participate in any analysis in order to adequately address traffic circulation and infrastructure impacts. In order to allow for this vital input Council passed Ordinance 1523 on April 14, 2014 which established interim development regulations prohibiting new commercial truck centers and parking within the City.</p> <p>Since the adoption of Ordinance 1523 the Public Works Director position has been filled. Simultaneously, the Planning Commission is nearing the completion of its significant effort to complete the major update of the Comprehensive Plan required by the Growth Management Act. The Planning Commission is expected to turn to the issue of truck center regulations next, and additional time is necessary for the Planning Commission to undertake the necessary research and analysis.</p> <p>The Community and Economic Development Department is expected thereafter to bring forth related regulations for subsequent City Council consideration.</p>					
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Community and Economic Development Committee reviewed this item at its September 9, 2015 meeting and recommended approval.</p>					
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB15-104, an ordinance renewing interim zoning regulations prohibiting new commercial truck travel centers and parking, as a first and final reading.</b></p>					
<b>RECORD OF COUNCIL ACTION</b>					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
October 6, 2015					



## ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, RENEWING THE INTERIM ZONING REGULATIONS ADOPTED IN ORDINANCE 1523, AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT, PROHIBITING COMMERCIAL TRUCK CENTERS AND PARKING; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt moratoria and other interim development regulations; and

**WHEREAS**, due to the potential adverse impacts to air quality, noise, traffic and city streets, economics and infrastructure, the City of North Bend has determined additional commercial truck travel centers, truck parking or expansion of the existing truck travel center, beyond the current site, is not in the best interest of North Bend without additional in-depth analysis, if at all; and

**WHEREAS**, the North Bend Planning Commission has been particularly busy for the past two years working on the comprehensive update of the City's Comprehensive Plan required by the Growth Management Act; and

**WHEREAS**, due to the City's work on its Comprehensive Plan update, the Planning Commission has not had sufficient time to analyze the truck travel center land use and its impacts, and the Community and Economic Development Department has therefore not been able to bring forth proposed permanent regulations for Planning Commission and City Council consideration; and

**WHEREAS**, through the adoption of Ordinance 1523 on April 15, 2014, the City Council adopted interim development regulations prohibiting commercial truck centers and parking; and

**WHEREAS**, through the adoption of Ordinance 1552, the terms of Ordinance 1523 were renewed pursuant to RCW 36.70A.390; and

**WHEREAS**, the City Council finds that it is necessary to renew the interim zoning regulations adopted in Ordinance 1523 and renewed under Ordinance 1552 under the provisions of RCW 36.70A.390 for an additional six (6) months in order to provide additional time for the City to research and analyze the truck travel center land use and its

impacts, and for the Community and Economic Development Department to bring forth related regulations for Planning Commission and City Council consideration;

**WHEREAS**, pursuant to State law, the City held a public hearing on October 6, 2015 to take public testimony and further consider said interim development regulations and the renewal of said interim regulations for an additional six (6) months;

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

**Section 1. Findings of Fact:** The City Council hereby adopts the “Whereas” clauses set forth above as its findings of fact in support of extending the City’s interim zoning regulations adopted in Ordinance 1523.

**Section 2. Renewal of Adopted Interim Zoning Regulations:** The City Council hereby renews for six months, as interim zoning regulations, the following definition of “commercial truck center/service area” set forth in North Bend Municipal Code (“NBMC”) Section 18.06.030, and the following subsections of NBMC Section 18.10.025.C.d. (Special District, East North Bend Master Plan Overlay District (ENB-MPOD)):

**18.06.030 Definitions**

“Commercial truck center/service area” means a commercial facility which provides refueling, rest area, day or overnight truck parking, food, truck maintenance services and other services for the commercial freight and truck industry and associated drivers.

**18.10.025.C.3.d.ii(F)**

(F) Commercial truck center/service area is prohibited.

**18.10.025.C.3.d.iv**

iv. Commercial Truck Center/Service Areas. The ENB-MPOD includes an existing commercial truck travel center, commonly known as Truck Town, which is located on approximately 15.5 acres in the Interchange Commercial zone. Due to its location at the base of Snoqualmie Pass and at the gateway to the Puget Sound area, commercial truck traffic and overnight truck parking is often an issue, creating unmitigated adverse impacts to the city’s streets and air quality. This facility is currently the only commercial truck center in King County. The city has determined a new commercial truck center/service area or expansion of the existing use, beyond the current site, is not in the best interest of North Bend and therefore prohibited. The existing commercial truck center/service area may continue to operate and improve the facility, at its current site, subject to the provisions below. As used in this section, “substantial improvements” means improvements worth more than 50 percent of the assessed value of the original building(s).

(A) Substantial improvement to existing commercial truck travel center facilities shall make available truck stop electrification capabilities, or other means for each truck to utilize to eliminate idling.

(B) Substantial improvement to existing commercial truck travel center facilities shall require full compliance with the North Bend Municipal Code.

(C) Any redevelopment of the existing 15.5-acre commercial truck travel center located in the Interchange Commercial zone shall locate all retail, restaurants and commercial buildings along 468th Avenue SE and North Bend Way (see Figure 18.10.025-2, commercial building priority area). Truck and vehicular parking and truck service areas shall be placed to the rear and internal areas of the site. Truck parking is prohibited adjacent to North Bend Way or 468th Avenue SE.

(D) Commercial truck parking areas shall not be located adjacent to public streets, unless a 30-foot, Type 2 landscape buffer is provided.

(E) Performance Standards. Commercial truck travel centers and related uses shall comply with the performance standards as set forth in NBMC 18.10.050.

(F) Permitted Uses. For Interchange Commercial zoned property within the ENB-MPOD, all uses permitted in the IC zone as identified in NBMC Table 18.10.030, Permitted and Conditional Land Uses, are permitted including commercial truck travel center.

**Section 3. Effective Duration of Interim Development Regulations:** The interim zoning regulations set forth in Ordinance 1523 and repeated above shall be in effect for a period of six months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six month period unless sooner renewed or repealed.

**Section 4. Public Hearing:** The City Council will hold a public hearing at the City Council's regular meeting beginning at 7:00 p.m. on October 6, 2015, or as soon thereafter as the business of the City Council shall permit, in order to take public testimony and to consider adopting further findings of fact. The Mayor is requested to prepare and bring forward to the Planning Commission and City Council proposed permanent regulations for commercial truck center/service areas.

**Section 5. Severability:** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 6. Effective Date:** This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the “WHEREAS” clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF OCTOBER, 2015.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

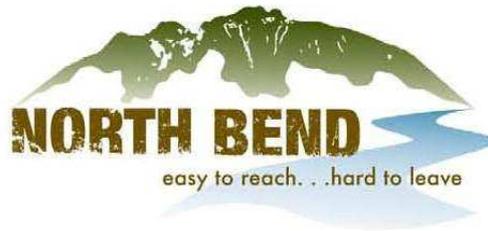
\_\_\_\_\_  
**Kenneth G. Hearing, Mayor**

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

**ATTEST/AUTHENTICATED:**

Published:  
Effective: October 6, 2015

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



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

**NOTICE OF PUBLIC HEARING**

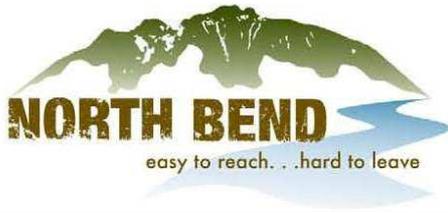
**NOTICE IS HEREBY GIVEN** that the North Bend City Council has scheduled a public hearing to solicit input and comments on extending interim development regulations related to prohibition of commercial truck centers and parking as adopted by Ordinance 1523 and subsequently extended by Ordinance 1552. The public hearing will take place during the Council Meeting on Tuesday, October 6, 2015, at 7:00 PM at the Mt. Si Senior Center, 411 Main Ave. S., North Bend, WA.

Comments may be presented orally at the public hearing or submitted in writing to the City Clerk at P.O. Box 896, North Bend, WA, 98045, or by e-mail to: [soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov) prior to 4:00 PM, Monday, October 5, 2015. For additional information please contact Gina Estep, Community & Economic Development Director at (425) 888-7640.

Posted: September 16, 2015

Published in the Snoqualmie Valley Record: September 16, 2015





## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: October 6, 2015</b>	<b>AB15-105</b>	
<p><b>A Resolution Authorizing a Developer Extension Agreement with John Day Homes for the Ranger Station Cottages</b></p> <p>Cost Impact: N/A</p> <p>Fund Source: N/A</p> <p>Timeline: Immediate</p>		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		
		Finance – Dawn Masko		
		Public Works – Mark Rigos, P.E.		X
<b>Attachments:</b> Resolution, Exhibit A – Developer Extension Agreement				
<p><b>SUMMARY STATEMENT:</b></p> <p>John Day Homes has submitted a preliminary plat application for the “Ranger Station Cottages” which is a 55-Lot Subdivision off of Thrasher Ave NE, just south of NE 3<sup>rd</sup> Street. Before the plat can be recorded, certain infrastructure improvements will need to be constructed including extensions of the City’s water, sewer, storm water, and street systems. Per Chapter 18.27 of the North Bend Municipal Code, the developer must enter into a Developer Extension Agreement (DEA) with the City to design and construct these improvements, post the necessary bonds, and pay for all City expenses related to the review, inspection, and administration of the agreement.</p> <p>A Developer Extension Agreement (DEA) has been prepared, reviewed by the City Attorney, and reviewed by John Day Homes.</p> <p>Once the improvements are constructed, a Bill of Sale will be signed by John Day Homes and it will be presented to the Council along with a proposal to accept the improvements for ownership and maintenance by the City.</p>				
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The DEA was mentioned during the Transportation and Public Works Committee meeting on September 9, 2015. The two Committee members present did not review the DEA as it was not yet completed.</p>				
<p><b>RECOMMENDED ACTION: MOTION to approve AB15-105, a resolution authorizing the Developer Extension Agreement with John Day Homes for the Ranger Station Cottages 55 Lot Plat.</b></p>				
<b>RECORD OF COUNCIL ACTION</b>				
<i>Meeting Date</i>		<i>Action</i>		
<i>Vote</i>				
October 6, 2015				



# RESOLUTION

## A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE DEVELOPER EXTENSION AGREEMENT WITH JOHN DAY HOMES FOR RANGER STATION COTTAGES 55 LOT SUBDIVISION INFRASTRUCTURE

**WHEREAS**, John Day Homes has applied for and received preliminary plat approval for the proposed Ranger Station Cottages 55 Lot Subdivision off of Thrasher Avenue NE, just south of NE 3<sup>rd</sup> Street; and

**WHEREAS**, the conditions of approval for finalizing the Ranger Station Cottages 55 Lot Subdivision include the installation of infrastructure in accordance with City standards; and

**WHEREAS**, application was made with the City to extend the City’s water system, sewer system, street system, and storm drainage system for the proposed Ranger Station Cottages 55 Lot Subdivision; and

**WHEREAS**, the City has prepared a Developer Extension Agreement for the required improvements; and

**WHEREAS**, the applicant will be required to pay fees and deposits for plan review and construction inspections along with applicable storm charges; and

**WHEREAS**, the City will be requiring that all deposits, fees, permits, bonds, and insurance be in place prior to any infrastructure work;

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

**Section 1.** The Developer Extension Agreement with John Day Homes for infrastructure work associated with the proposed Ranger Station Cottages 55 Lot Subdivision is approved, in the form as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF OCTOBER, 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**

Resolution



## **DEVELOPER EXTENSION AGREEMENT DOCUMENTS**

### **Water, Sewer, Stormwater, and Street**

**WATER, SEWER, STORMWATER, AND STREET  
EXTENSION DOCUMENTS**

**EXTENSION TITLE:** Ranger Station Cottages – 55 Lot Plat

**DATE:** \_\_\_\_\_, 2015

**DEVELOPER NAME:** John Day Homes

**MAILING ADDRESS:** PO Box 2930 North Bend, Wa. 98045

**PHONE:** (425) 831-4901

**CONTACT:** John Day (jday@johndayhomes.com)

**CITY OF NORTH BEND  
A MUNICIPAL CORPORATION OF  
THE STATE OF WASHINGTON**

**MAYOR: Kenneth G. Hearing**

**City Council**

**David Cook  
Alan Gothelf  
Ryan Kolodejchuk  
Ross Loudenback  
Jeanne Pettersen  
Jonathan Rosen  
Dee Williamson**

**City of North Bend  
211 Main Avenue North  
P. O. Box 896  
North Bend, WA 98045  
(425) 888-1211 FAX (425) 831-6200**

**City Staff**

**City Administrator: Londi Lindell  
City Attorney: Mike Kenyon  
Public Works Director: Mark Rigos, P.E.**

**WATER, SEWER, STORMWATER, AND  
STREET EXTENSION DOCUMENTS**

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**CHECKLIST**  
**for Constructing Extensions**  
**to the Water, Sewer, Stormwater and Street Systems**

**Name of Extension:** Ranger Station Cottages – 55 Lot Plat

**Owner:**

Name: John Day Homes  
Address: PO Box 2930  
North Bend, Wa 98045  
Phone: (425) 831-4901

**Developer**

Name: Same as above  
Address: Same as above  
Phone: Same as above

**Developer's Agent**

Name: Mark Keller, PE  
Concept Engineering Inc.  
Address: 455 Rainier Boulevard North  
Issaquah, WA 98027  
Phone: (425) 392-8055

**Dates Accomplished:**

Water: \_\_\_\_\_  
Sewer: \_\_\_\_\_  
Stormwater \_\_\_\_\_  
Streets \_\_\_\_\_

**A. Approval of Agreement**

1. Signed Agreement Submitted (Developer)
2. Administrative, Legal and Engineering Fee and Deposits Paid (Developer)
3. Evidence of Environmental Compliance (Developer)
4. Environmental Significance (City Engineer)
5. Extension Agreement Approved (City)
6. Resolution Accepting Agreement (City)

**B. Required Before Plans are Prepared or Approved**

1. Preliminary Plat Map or Site Plan (scale 1"=20') (Developer)
2. Contour map with 2 contour intervals NAVD '88 Datum (scale 1"=20') (Developer) Eight sets of the Extension Construction Plans and 3 copies of Specifications if prepared by Developer's Engineer (Developer)

**C. Required Before Construction by Developer**

1. Approval of Developer's prepared Plans and Specifications (City Engineer)
2. Construction Cost Estimate and Bill of Sale forms (Engineer)
3. Plans and Specifications approved by appropriate outside Agencies as applicable (Engineer)
4. Application for and Receipt of Necessary Permits (Developer)
5. Performance Bond (Developer)
6. Certificate of Insurance (Developer)
7. All Required Easements Obtained, if applicable (Developer)

**D. Required Before Construction Begins**

1. Submittal of Material and Equipment List (Contractor/Developer)
2. Pre-construction Conference
3. Approval of Material and Equipment List (City Engineer)
4. 48-hours Notice of Start of Construction to City (Contractor/Developer)

**E. Required Before any Service is Connected**

1. All Extension Fees and Charges Paid (Developer)
2. Other Charges established by City Ordinance Paid (Developer)
3. Approval of Completion of Construction (City Engineer)
4. Executed Bill of Sale Delivered to City (Developer)
5. Resolution Accepting Facilities (City)
6. Substitution of Maintenance Bond for Performance Bond (Developer)

**F. To Be Done Prior to Warranty Expiration**

1. At 11 months after Acceptance, re-inspect all facilities and notify Developer of Deficiencies, if any (City)
2. Follow-up to Correct Deficiencies, if any (City)
3. Expiration of 12 month warranty

**WATER, SEWER, STORMWATER, AND STREET  
EXTENSION DOCUMENTS**

**AGREEMENT TO CONSTRUCT  
EXTENSIONS  
TO THE  
WATER, SEWER, STORMWATER,  
AND STREET SYSTEMS**

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6. PAYMENT OF FEES AND CHARGES.....

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8. EVIDENCE OF INSURANCE.....

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**AGREEMENT TO CONSTRUCT EXTENSION TO  
WATER, SEWER, STORMWATER AND STREET SYSTEMS**

\_\_\_\_\_ (the “Developer”), hereby enters into this Agreement To Construct Extension to Water, Sewer, Stormwater And Street Systems (the “Agreement”) with the City of North Bend, King County, Washington (“City”), for permission to construct and install certain water, sewer, stormwater and street extensions (“Extensions”) in the public right-of-way and on private property, and to connect the same to the City’s water, sewer, stormwater and street systems.

**1. GENERAL**

- A. Upon approval of the City Council and execution of this Agreement, the Developer is hereby authorized to construct extensions to the City’s water, sewer, stormwater and street systems subject to this Agreement. This Agreement consists of the terms and conditions herein, the General Conditions, Standard Plans and Specifications, Bill of Sale, Easement, Maintenance Bond, and Performance Bond (the “Contract Documents”), all of which are incorporated herein.
- B. Developer shall pay all costs of designing, engineering and constructing the Extensions. All construction shall be done to City standards and according to plans approved by the City.
- C. Upon final acceptance by the City of the Extensions as set forth herein, the City will provide water service, sewer service, and storm water service through the Extensions to residential customers on the Developer’s Property (defined below) in accordance with applicable laws, rules, regulations, and resolutions and policies of the City.

**2. LOCATION OF EXTENSIONS**

The Extensions will be installed to serve the property owned by the Developer (“Developer’s Property”), which is described as follows:

Ranger Station Cottages – 55 Lot Plat on King County Assessor Tax Parcel Number 102308-9009 and 9059 with the following Legal Description:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 08 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID SUBDIVISION 25 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 25 FEET OF SAID SUBDIVISION 412.55 FEET, MORE OR LESS, TO THE NORTHERLY CORNER OF A TRACT CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED UNDER AUDITOR'S FILE NO. 3336019; THENCE SOUTH 55°15' EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT 120 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 55°15' EAST 866.71 FEET; THENCE NORTH 34°45' EAST 350 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE SOUTH LINE OF THE NORTH 165 FEET OF SAID SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF SAID WEST 25 FEET THEREOF; THENCE SOUTHERLY ALONG SAID EAST LINE 177.5 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF A TRACT DESCRIBED IN CONTRACT TO LEROY BERGSTROM, RECORDED UNDER KING COUNTY RECORDING NO. 7810310468; THENCE SOUTHWESTERLY 120 FEET TO A POINT 100 FEET NORTHERLY OF THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY 100 FEET TO THE TRUE POINT OF BEGINNING.

The Extensions will be installed in the Developer's Property, in property subject to easements benefitting Developer's Property, and/or in the property of other persons contributing to the costs of the Extensions (said other persons hereby join in this Agreement and are referred to as "Additional Owners") and in such other properties described in this Agreement. The property of Additional Owners is described as follows ("Additional Owners' Property"): None

**3. DESCRIPTION OF EXTENSION**

A. Water Extension

The proposed water extension will consist of approximately 1732± linear feet of 8-inch water mains and other applicable water system facilities and appurtenances located within the Developer's Property as shown on the preliminary plat or site plan attached hereto as Exhibit A. In addition to the above extension within the Developer's Property, the following described water system facilities located outside the Developer's Property are subject to this agreement: 920± linear feet of 12-inch water mains and other applicable water system facilities and appurtenances located within the Thrasher Ave NE right-of-way.

B. Sewer Extension

The proposed sewer extension will consist of approximately 1777± linear feet of 8-inch sewer mains and other applicable sewer system facilities and appurtenances located within the Developer's Property as shown on the preliminary plat or site plan attached hereto as Exhibit A. In addition to the above extension within the Developer's Property,

the following described sewer system facilities located outside the Developer's Property are subject to this agreement: 30± linear feet of 8-inch sewer mains and other applicable sewer system facilities and appurtenances located within the Thrasher Ave NE right-of-way.

C. Stormwater Extension

The proposed stormwater extension will consist of approximately 4061± linear feet of 6-inch to 12-inch stormwater mains, 24,000± square feet of LID infiltration trenches and other applicable stormwater system facilities and appurtenances located within the Developer's Property as shown on the preliminary plat or site plan attached hereto as Exhibit A. In addition to the above extension within the Developer's Property, the following described sewer system facilities located outside the Developer's Property are subject to this agreement: 130± linear feet of 6-inch to 12-inch stormwater mains, and other applicable stormwater system facilities and appurtenances located within the Thrasher Avenue NE right-of-way.

D. Street Extension

The proposed street extension will consist of approximately 1777± linear feet of street and alleys, including installation of new sidewalks, curbs, gutters, asphalt concrete surfacing, street trees, street lights and pavement marking and striping of all new surfacing located within the Developer's Property as shown on the preliminary plat or site plan attached hereto as Exhibit A. In addition to the above extension within the Developer's Property, the following described street extension located outside the Developer's Property are subject to this agreement: 150± linear feet of half-street frontage improvements along Thrasher Ave NE including installation of new side-walks, curbs, gutters, asphalt concrete surfacing, street trees, street lights and pavement marking and striping of all new surfacing.

E. Modifications to Described Extensions

The City may require that the above-described water, sewer, stormwater and street extensions be modified (including changes in design and location) during the preparation of construction plans and specifications as deemed necessary by the City. The construction plans and specifications, when approved by the City, shall be deemed the documents describing the water, sewer, stormwater and street extensions to be authorized for construction by the Developer under this Agreement.

**4. EXTENSION FEES, DEPOSITS, AND CHARGES**

Extension fees, costs and charges shall be paid by the Developer for the services and costs listed below at the rate set forth in Section 5:

A. City Administrative Services

1. Review and revisions, if necessary, to the Agreement and preparation of resolutions accepting Agreement and amending the City's Comprehensive Plan (if required).
2. General consultation with the Developer regarding the requirements of the City, the procedures for the Developer to make the Extensions, and the administration of the Agreement.
3. Preliminary review of the proposed development and preliminary determination of the water, sewer, stormwater and street facilities required to extend services to the Developer's Property.

B. City Basic Engineering

1. Preparation of construction plans and specifications or review and approval of construction plans and specifications prepared by the Developer's engineer.
2. Preparation of the construction cost estimate and bill of sale forms.
3. Submittal of contract plans and specifications to the appropriate regulatory agencies for approval.
4. Review of this Agreement for purposes of State and County permits, where applicable.
5. Consultation with the Developer during the period of the Agreement regarding design of the Extensions, the City's specifications, and other City requirements.
6. Review for environmental compliance.

C. City Construction Engineering Services

1. Schedule and conduct pre-construction conference.
2. Review of construction stakes provided by Developer's engineer and surveyor as described in Paragraph 6 of the General Conditions.
3. Daily inspection of the construction in progress as required to ensure that the construction of the Extensions are in accordance with the approved construction plans and specifications.

4. Inspection of the tests required by the specifications and inspection of any re-testing which may be necessary.
5. Final inspection of the completed Extension and preparation of the inspection report setting forth any deficiencies that may exist.
6. Re-inspection of deficient work.
7. Final review of the completed Extensions and examination of the required documents to ensure that the City has legal title to the necessary easements and/or rights-of-way, review and approval of the Developer's warranty and bill of sale, and preparation of a final recommendation of acceptance of the completed Extensions.
8. Revision of plans to conform to construction records.

D. Reimbursement for City's Legal Services

1. Review and revisions, if necessary, to the Agreement and preparation of resolutions accepting Agreement and amending the City's Comprehensive Plan (if required).
2. Preparation of easements as required.
3. Preparation and/or review of the Developer's Performance Bond, Insurance Certificate, and other performance guarantees and security.
4. Preparation of reimbursement agreement, if required.
5. Any other legal services required by the City in conjunction with this Agreement and administration of the Extensions.

E. Additional City Legal, Engineering, and Other Professional Services

1. Revision of the contract plans and specifications and work occasioned by the need, request or act of the Developer related thereto or review and approval of revisions prepared by Developer's engineer.
2. Additional legal and/or engineering fees may be charged on a time-and-expense basis where a special contract is required and/or special problems arise with such third parties as King County, Boundary Review Board, State of Washington, or others, in order for the City to enter into this Agreement

and/or comply with SEPA or NEPA which requires the representation of the City's legal counsel and/or Engineering Consultant.

3. Any other work reasonably required by the City in conjunction with this Agreement and/or administration of the Extensions.

F. Other Costs

1. All other fees and additional charges as required by governmental agencies.

G. Connection Charges and Reimbursement Amount

1. Connection Charges

The City has established charges for connection to the water, sewer, and storm water systems. The amounts of the charges are established by ordinance and are subject to amendment based on adjustments in the cost of providing new facilities, the actual cost of facilities and improvements previously constructed and changes in the City's Comprehensive Plan which may alter the nature, extent and cost of these facilities.

2. Reimbursement Amount

Where the property being served through an extension of the City's water, sewer, stormwater or streets is served in whole or in part by an existing extension constructed by others and transferred to the City and a reimbursement agreement is in effect at the time of development application, the developer shall pay a reimbursement representing the fair and equitable share of the existing extension to which all or a portion of the developer's property may be connected.

The reimbursement for existing facilities is established by resolution of the City based on the actual cost of construction of the facility and a proration of the cost of that facility so the properties which are benefited may connect to the facility. The reimbursement will vary for each existing facility based on its cost and the benefitting property.

3. Service Charges

The Developer acknowledges and agrees that the City may impose service charges and other taxes and fees as allowed by law upon property owners/residents for water, sewer, stormwater and street services. Nothing in this Agreement shall be construed to restrict or prohibit the City's imposition of such charges, fees or taxes.

**5. CALCULATION OF COSTS, FEES, AND CHARGES**

A. Administrative Services

The initial deposit for the City administration services set forth in Section 4.A. shall be: \$500.00

B. Other Services

Fees and charges for all other services and reimbursements described in Sections 4.B. through 4.E. will be invoiced by the City on an actual time and expense basis. The term "time and expense basis" shall mean the City's actual cost for services rendered by the City staff or its contractors or consultants.

C. Other Costs and Charges

Payment for the fees, charges, and costs described in Sections 4.F and 4.G shall be based on actual incurred costs or in such amount as is established by City ordinance for such fee, cost, or charge.

**6. PAYMENT OF FEES AND CHARGES**

A. Developer Deposit

The Developer shall deposit with the City upon execution of this Agreement the amount of the City's initial estimate of certain fees, costs and charges associated with this Agreement. Should the actual amount of these fees, costs or charges exceed the amount deposited, the City may, at the end on the month in which the fees, costs and charges exceed the deposit, provide an updated written estimate to the Developer. Within fifteen (15) days of receiving the new estimate, the Developer shall deposit with the City an amount equal to the difference between the City's new estimate and the amount previously deposited by the Developer. Deposits not made within fifteen (15) days shall bear interest at 12% per month or portion thereof until paid. No Extension shall be connected to the City's systems until all fees, charges, and other costs due under this Agreement are paid in full by the Developer.

The City's initial estimate for the fees, costs and charges is set forth below. The Developer shall deposit the total amount indicated upon execution of this Agreement:

Phase 1		
1.	Administrative	\$ 500.00 (Estimate)
2.	Remaining Engineering Services	\$ 10,000.00 (Estimate)
3.	Construction Inspection	\$ 70,000.00 (Estimate)

4.	Legal Services	\$ 2,000.00 (Estimate)
5.	Final Plat Processing	\$ 10,000.00 (Estimate)
6.	Construction Cash	\$ 0.00
7.	Other Costs	\$ 0.00
	<b>TOTAL DEPOSIT</b>	<b>\$ 92,500.00</b>

**B. Connection Charge and Reimbursement Estimate**

All connection charges and reimbursement amounts shall be paid by the Developer to the City prior to the issuance of any building permit, in accordance with the current City of North Bend Taxes, Rates and Fees Schedule. Acceptance of the completed Extensions by the City and provision of services to the Developer’s Property shall be in accordance with this Agreement and applicable North Bend Municipal Code requirements.

A preliminary estimate of the Connection, Impact and Reimbursement Fees is attached as Exhibit B, which is subject to the City Adopted Taxes Rates and Fees Schedule. The fees are subject to change by the City.

**7. PRELIMINARY ENGINEERING**

In order to receive City review and approval of the Extensions, the Developer shall furnish two (2) copies of the plat map, topographic map and proposed roads profile sheets in electronic format prior to the City’s ordering of the engineering plans from its Engineer. The contour elevation and road profile elevations shall be referenced to NAVD ‘88 datum. In the event the Developer’s engineer prepares the construction plans and specifications, the above information shall be a part of the extension construction plans to be reviewed and approved by the City’s Engineer.

The final plat map shall be to the scale of 1-inch = 20 feet. The contour map shall have a scale of 1-inch = 20 feet and contour intervals of two (2) feet or less. The road profile sheets shall be to the scale of 1-inch = 20 feet.

The Developer shall provide a minimum of one benchmark, datum being NAVD ‘88, on the project site; and the elevation and location of the benchmark shall be indicated on the maps furnished by the Developer.

**8. EVIDENCE OF INSURANCE**

The Developer shall provide the City with written evidence of insurance covering public liability and injury and property damage to third parties, in which the City and its Engineer shall be named insured’s, to the extent provided in Paragraph 10 of the General Conditions. The Developer agrees to defend, indemnify and hold the City and its Engineer harmless from any and all claims, demands, actions, and/or liabilities of every kind and nature as may be made against the City by reason of or arising out of the

acts and/or omissions of the Developer, its agents, and/or contractors, subcontractors and suppliers and related to or in conjunction with the Extensions or this Agreement, including costs and attorneys' fees incurred by the City in investigating and defending against any such claim.

**9. PERFORMANCE BOND**

Prior to beginning construction of the Extensions, the Developer shall furnish to the City a Performance Bond between the Developer and the City upon the form approved by the City and attached hereto in an amount equal to the Engineer's estimated cost of the Extensions in existing public rights-of-way.

The performance bond shall assure and guarantee compliance with this Agreement, the satisfactory completion of all Extensions, payment of all fees required herein, restoration of any impacted pre-existing City facilities in accordance with the terms of this Agreement, and shall hold the City harmless from any claims, therefrom.

**10. CONSTRUCTION CASH DEPOSIT**

The Developer may provide the City with a cash deposit in lieu of a performance bond in Section 9 prior to beginning construction of said Extensions. No construction shall be commenced until said cash deposit is accepted by the City. This cash deposit shall be conditioned and held subject to the same terms as the Performance Bond in Section 9. Said deposit will be refunded to the Developer upon satisfactory completion of the Extensions and connection of the Extensions to the existing system. The Developer shall be responsible for and pay the costs of repair of any damage it may cause to City systems. In the event of the Developer's contractor's failure to comply, the City may, in addition to any other rights it may have, retain the total amount of the cash deposit as liquidated damages or such portion of said deposit as may be necessary to defray such costs.

**11. EASEMENTS**

Any required easements shall be obtained by the Developer at its sole cost and expense, name the City as grantee, and a copy of such easement in a form acceptable to the City and attached hereto shall be delivered to the City prior to the time the Developer commences construction hereunder. Upon completion of construction and prior to acceptance of the Extensions by the City, a title insurance policy in a sum not less than \$5,000 per 500 feet of easement, insuring the City's clear title to the easement shall be provided to the City by Developer.

**12. PERMITS**

All the necessary permits from any governmental agency shall be obtained by the Developer directly and the City shall be provided with a copy of all permits obtained by

the Developer before construction commences. The City shall not be required to appeal the denial of any such permit and the risk of obtaining and complying with all permits and approvals rests solely with the Developer.

**13. GRADING OF ROADS**

The Developer shall grade all roads to the design sub grade elevation prior to the start of construction on any utility and shall advise the City in writing of any changes which may be contemplated during construction.

If the Developer changes the sub grade elevation of the road after completion of the Extensions or any part thereof, the Developer shall be responsible for all costs incurred to raise or lower the utility as required as a result of said change in sub grade elevation.

**14. MAINTENANCE OF CORRECT GRADES ON SEWER PIPELINES**

The Developer and its contractor shall maintain the correct grades between manholes and shall check all the intermediate grade stakes by means of a taut grade wire between at least three intermediate grade stakes. In the event that the grade stakes do not line up, the work shall be stopped until the situation is corrected. The contractor shall make certain that all sewers slope toward the connection to the existing sewer and run at a constant grade between manholes.

**15. CONNECTION TO THE CITY'S SYSTEM**

Not less than 48 hours prior to the time that connection to the City's system is desired, written agreement for permission to make the actual connection to the City's system shall be made by the Developer or its contractor. All connections to the existing system and all testing of the new line shall be at a time and in the manner specified by the City and shall be conducted in the presence of the City's authorized representative. Where connections to the City's water or sewer system would, in the opinion of the City, create unacceptable disruption to service, such connection shall be made by live tap.

**16. CONDITION PRECEDENT**

City's obligation to allow connection of the Extensions to the City's system, or to provide water, sewer, stormwater service or street extensions to the Developer's Property shall not arise until Developer has complied with all terms and conditions of this Agreement, and all applicable ordinances, resolutions and requirements of the City, including payment of all fees and charges.

The City shall not be obligated to provide water, sewer, stormwater, or street services to the Developer's Property or Additional Owner's real property if the construction of the Extensions has not been completed and title accepted by the City.

**17. FINAL ACCEPTANCE**

Following the City Engineer's final inspection and approval of the Extensions as having been completed in accordance with the plans and specifications of this Agreement, the Developer shall convey ownership to all or such portions of the Extensions to the City as directed by the City.

Prior to such acceptance, the Developer shall execute and deliver to the City a Bill of Sale for the Extensions (or portion thereof) in the form furnished by the City and attached hereto containing the warranty set forth in the General Conditions, Paragraph 23, entitled "Warranties of Developer." For plans prepared by the Developer's engineer, the Developer shall also provide the City with as-built record drawings on mylar and on computer disk in AutoCAD format, certified by a licensed professional land surveyor.

Upon acceptance of ownership by the City, the Extensions shall be the property of the City and subject to the control, use, and operation of the City and all regulations applicable to service and charges as established by the City from time to time.

Such acceptance by the City shall not relieve the Developer of the obligations for the succeeding 12 months to correct defects in design, labor and/or materials as provided in this Agreement, or to defend, indemnify and hold harmless the City as provided in this Agreement. Prior to acceptance of the Extension by the City, the Developer shall furnish a maintenance bond in the form contained in this Agreement which shall continue in force from the date of acceptance and transfer of ownership for a period of one (1) year. The maintenance bond shall be in an amount equal to ten percent (10%) of the cost of said Extensions, or Five Thousand Dollars (\$5,000.00), whichever is greater.

**18. LIMITATION OF PERIOD FOR ACCEPTANCE**

A. Completion

The Extensions shall be complete and accepted within five years of the date of execution of this Agreement by the City.

B. Failure to Commence Construction

In the event the Developer, after the receipt of approved construction plans from the City, has not commenced construction, and if the City determines, in its absolute discretion, that it is necessary that the Extensions be completed in order that the City can provide water, sewer, stormwater and/or street service to the Developer's Property, then the City may give the Developer and Additional Owners notice (by certified mail to the addresses shown herein) that construction of the water, sewer, stormwater, and street improvements must be commenced within sixty (60) calendar days of mailing said notice. If construction

is not commenced within the time specified in said notice, the City may terminate this Agreement by written notice to the Developer and Additional Owners. In such event, the City shall retain all payments and deposits made by the Developer to the City and the City may, at its discretion, proceed with construction of the water, sewer, stormwater and/or street improvements.

If a delay in the City's preparation of the plans or the City's review of the Developer's prepared plans is occasioned by failure of the Developer to provide necessary data or information to the City's engineer for a period of sixty (60) days after notice of the need for such data or information, then the City may terminate this Agreement by written notice to the Developer.

C. Failure to Complete Construction

If the Extensions are not completed and accepted within five years from the date this Agreement is executed by the City, the Developer's rights under this Agreement shall cease unless the City consents to the renewal of the Agreement or the City and Developer enter a new agreement. In either event, the Developer may be required to pay additional administrative fees and additional legal, engineering, and inspection costs as determined by the City.

In the event no new agreement or renewal of this Agreement is entered, the City, in its sole discretion, may proceed to require completion of construction under the provision of the Developer's Performance Bond for any Extensions on the Developer's Property, Additional Owner's Property, existing rights-of-way and/or easements.

**19. WARRANTY OF AUTHORITY**

The undersigned Developer and Additional Owners warrant that they constitute the exclusive owners of all of the Developer's Property and Additional Owners' Property and upon request of the City agree to provide title insurance, at the City's option and at the Developer's sole cost and expense, establishing to the satisfaction of the City that the parties executing this Agreement constitute the owners of all the real property described herein and have the authority to execute this Agreement with respect to said real property.

**20. ATTORNEY FEES**

In the event that this Agreement is referred or placed into the hands of attorneys for enforcement of any portion, or if suit is instituted with respect to this Agreement then the prevailing party shall be paid its reasonable attorneys' fees, court costs, and all other reasonable expenses in connection therewith.

SIGNED this \_\_\_ day of \_\_\_\_\_, 2015.

Developer: \_\_\_\_\_

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

Additional Owners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

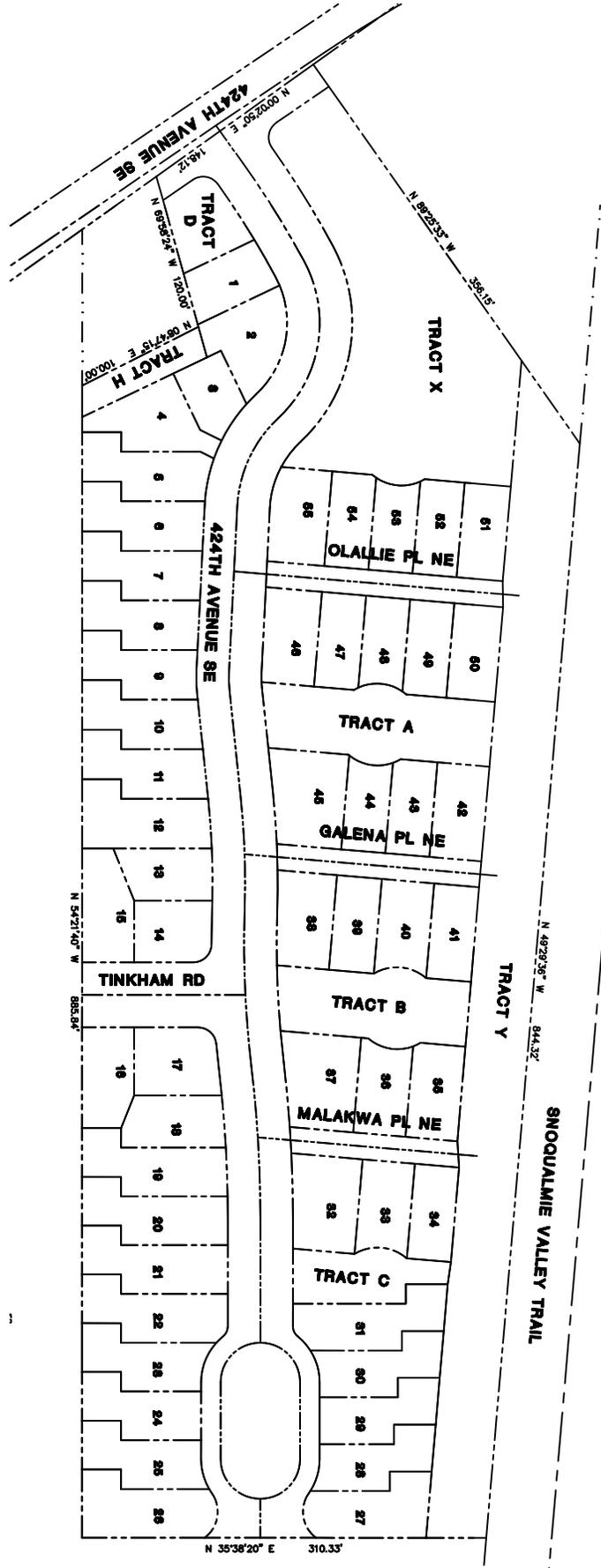
Council Packet October 6, 2015  
CITY OF NORTH BEND  
DEVELOPER EXTENSION AGREEMENT DOCUMENTS

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

By: \_\_\_\_\_  
Ken Hearing, Mayor

**EXHIBIT A**

Ranger Station Cottages  
55 Lot Subdivision



NE 1/4, SW 1/4, SEC. 30, T. 28 N., R. 8 E., W.M., KING COUNTY, WA.  
**RANGER STATION COTTAGES**

**EXHIBIT A**

JOHN DAY HOMES  
 P.O. BOX 2330  
 NORTH BEND, WA 98045  
 TEL. (425) 531-4905



**CONCEPT ENGINEERING, INC.**  
 455 Rainier Boulevard North  
 Issaquah, Washington 98027  
 (425) 392-8055 FAX (425) 392-0108

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DRN BY	OWN BY	DATE	NOTES



**EXHIBIT B**

**Estimate of  
Connection, Impact and Reimbursement Fees**

EXHIBIT B				
Ranger Station Cottages, 55 - Lot Plat				
Preliminary Estimate of				
Connection, Impact and Reimbursement Fees				
Total Number of Lots		55		30-Sep-15
Existing Lots				
Existing Utility Billing Information				
Water Tap	5/8"		0	
Irrigation			0	
Sanitary Sewer			0	
Flood			0	
Storm			0	
		<b>NBMC</b>	<b>Current Fee</b>	<b>Extended Cost</b>
		<b>Reference</b>	<b>as of 5/4/2015</b>	
			<b>Schedule</b>	
<b>1 Water Extension</b>				
Additional Services				
General Facility Charge	13.38.020(A)		56	Includes one 5/8" Irrigation Meter (Assumed) Payable at time of building permit issuance for each individual lot
		\$	6,810.00	\$ 381,360.00
Meter Installation Charge (Drop)	13.08.070(B)		5/8" Meter	\$ 14,165.20
Reimbursement Amount	\$ -			\$ -
Application Fee		\$	50.00	\$ 2,800.00
Inspection Fee		\$	154.00	\$ 8,624.00
<b>2 Sewer Extension</b>				
Additional Services				
General Facility Charge	13.38.040(A)		55	Payable at time of building permit issuance for each individual lot
		\$	5,780.00	\$ 329,120.00
Application Fee		\$	50.00	
Inspection Fee		\$	154.00	
ULID #6 Assessment based on March 20, 2012 Final Assessment Roll			\$ 351,304.00	Per lot Share to be determined prior to final plat approval. Assessed per lot by monthly payment plan or lump sum payment. \$ 351,304.00
<b>3 Stormwater Extension</b>				
Additional Services				
General Facility Charge (Lot)	13.44.110(A)(1)		55	Payable at time of building permit issuance for each individual lot
		\$	779.25	\$ 42,858.75
General Facility Charge (Plat - Streets & Sidewalks)			\$ 779.25	Per Equivalent Service Unit based on the amount of impervious surface created for streets and sidewalks. 1 ESU = 2,920 square feet. Payable prior to recording of the final plat. \$ 20,408.56
Impervious Areas:				
Sidewalk				
Area	17,240.00		SF	
Driveway Aprons	Area	3,209.00		SF
Handicap Ramps	Area	416.00		SF
Streets and Tracts	Area	52,807.00		SF
Pond Access	Area	2,785.00		SF
Total Impervious Area	76,457.00		SF	
ESU Equivalent	26.19		ESU	

EXHIBIT B					
Ranger Station Cottages, 55 - Lot Plat					
Preliminary Estimate of					
Connection, Impact and Reimbursement Fees					
4 Street Extension					
Additional Services			55		
Transportation Impact Fees	17.38.120	\$	4,645.59	Payable at time of building permit issuance for each individual lot	\$ 255,507.45
Reimbursement Amount			0.00		
5 Floodplain Management	14.12.050	\$	154.00	Payable at time of building permit issuance for each individual lot. Only for development in SFHA.	\$ 8,470.00
6 School Cottage Dwelling Unit Ord. 1583	17.32.10	\$	4,273.13	Payable at time of building permit issuance for each individual lot	\$ 235,022.15
7 Fire	17.34.10	\$	622.25	Payable at time of building permit issuance for each individual lot	\$ 34,223.75
8 Park	17.36	\$	4,054.00	Payable at time of building permit issuance for each individual lot	\$ 222,970.00
<b>TOTAL ESTIMATED FEES</b>					<b>\$ 1,906,833.86</b>

(1) Estimated Fees per the May 4, 2015 City of North Bend Taxes, Rates & Fees schedule.  
 (2) Subject to annual changes per City Code requirements.

**WATER, SEWER, STORMWATER, AND STREET  
EXTENSION DOCUMENTS**

**PERFORMANCE BOND**

**CITY OF NORTH BEND**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_, as Surety, are held and firmly bound unto the City of  
North Bend in the full sum of \_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_), lawful money of the United States, for the payment of which, well and truly  
to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the Principal has entered or will enter  
into a Developer Extension Agreement (the "Agreement") in writing with the City of North  
Bend, dated \_\_\_ day of \_\_\_\_\_, 20\_\_\_ for:

Contract No.: \_\_\_\_\_  
Contract Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and the terms, conditions and covenants specified in said Agreement, including all of the  
Contract Documents therein referred to, are hereby referred to and made a part hereof as fully  
and completely as though set forth in detail herein;

**NOW, THEREFORE,** if the Principal shall faithfully perform all the provisions and requirements  
of the Agreement, including all of the Contract Documents, according to the terms and  
conditions thereof and shall hold the City of North Bend harmless from any loss or damage to  
any person or property by reason of any negligence on the part of the Principal, its contractor,  
subcontractor in the performance of said work, and shall pay all laborers, mechanics,  
subcontractors and material men and all persons who shall supply such person or persons or  
subcontractors with provisions and supplies for carrying on of such work, and shall further  
indemnify and save harmless the City from any defect or defects in any of the workmanship or  
materials entering into any part of the work as defined in the Agreement which shall develop or  
be discovered within 365 days after the final acceptance of such work, then this obligation shall  
be null and void; otherwise this obligation shall remain in full force and effect, and the City shall  
have the right to sue on this bond for any breach of the contract on this bond; provided,  
however, that the provisions of this bond shall not apply to any money loaned or advanced to  
the Principal or any subcontractor or other person in the performance of any such work.

**IT IS FURTHER DECLARED AND AGREED** that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding, and the Surety waives notice of any alteration, or extension of time, made by the City.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

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

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

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature) (Print name: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized

to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature) (Print name: \_\_\_\_\_)

NOTARY PUBLIC in and for the State of Washington

My appointment expires \_\_\_\_\_

**Note:** A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

**WATER, SEWER, STORMWATER, AND STREET  
EXTENSION DOCUMENTS**

**MAINTENANCE BOND**

**CITY OF NORTH BEND**

**MAINTENANCE BOND**

Know all men by these presents, that we, \_\_\_\_\_, as Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of North Bend in the full sum of \_\_\_\_\_ (\$\_\_\_\_\_) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the conditions of this obligation are such that the Principal has entered or will enter into a Developer Extension Agreement (the "Agreement") in writing with the City of North Bend, dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the following Extensions as described in the Agreement:

**AND WHEREAS**, the City requires a guarantee from the Principal against defective materials and workmanship in connection with maintenance of the Extensions.

**NOW, THEREFORE**, the Principal does hereby covenant and agree that it/he shall make any and all repairs or replacements which are necessary during the period of \_\_\_\_\_, by reason of defective materials or workmanship in connection with the Extensions. If such defective materials or workmanship occur within said period, the City shall give the Principal and Surety written notice thereof within fifteen (15) days after discovery by the City. When each such repair or replacement is made to the satisfaction of the City the obligation of the Principal and Surety shall be discharged as to such repair or replacement.

Any such repairs or replacements which are made pursuant hereto shall in like manner be subject to the terms and conditions hereof.

All suites at law or in equity to recover on this bond must be instituted within 365 days after the expiration of the maintenance period provided for herein.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

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

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

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said  
person acknowledged that he/she signed this instrument, on oath stated that (he/she) was  
authorized to execute the instrument and acknowledge it as the  
\_\_\_\_\_ of \_\_\_\_\_ to be the  
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said  
person acknowledged that he/she signed this instrument, on oath stated that (he/she) was  
authorized to execute the instrument and acknowledge it as the  
\_\_\_\_\_ of \_\_\_\_\_ to be the  
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires \_\_\_\_\_

**Note:** A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this maintenance bond.

**WATER, SEWER, STORMWATER, AND STREET  
EXTENSION DOCUMENTS**

**UTILITIES EASEMENT**

**WHEN RECORDED RETURN TO:**

CITY CLERK  
CITY OF NORTH BEND  
P O BOX 896  
NORTH BEND, WA 98045

GRANTOR:  
GRANTEE:  
ASSESSOR'S TAX PARCEL NUMBER:  
ABBREVIATED LEGAL DESCRIPTION:  
LEGAL DESCRIPTION:

**EASEMENT AGREEMENT**

This Easement Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by and between \_\_\_\_\_ ("Grantor") and the City of North Bend ("Grantee").

1. Recitals.

a. The Grantor is the owner of that certain real property legally described on Exhibit "A" attached and incorporated by this reference ("Parcel A").

b. The Grantee is a municipal corporation of the state of Washington, and this Easement Agreement is for the benefit of Grantee.

c. This Easement Agreement sets forth the terms and conditions under which the Grantor will grant the Grantee an easement.

2. Grant of Easement. For valuable consideration, receipt and sufficiency of which is acknowledged, the Grantor warrants, grants and conveys to the Grantee, a perpetual and exclusive easement over, across and under that portion of Parcel A which is legally described on Exhibit "B" attached and incorporated by this reference ("Easement Area").

3. Purpose of Easement. The Easement is granted for the purpose of the installation, operation and maintenance of \_\_\_\_\_ (the "Improvements"). Grantee

and its agents, designees and/or assigns shall have the right at such times as deemed reasonably necessary by Grantee, to enter upon Parcel A to inspect, construct, reconstruct, operate, maintain, repair, and replace the Improvements.

4. General Provisions.

a. Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, assigns, and personal representatives and all persons claiming by, through or under the parties hereto. The Easement created shall run with the land.

b. Applicable Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in King County, Washington.

c. Attorneys' Fees. In the event that any suit or other proceeding is instituted by either party to this Easement Agreement arising out of or pertaining to this Easement Agreement, including but not limited to filing suit or requesting an arbitration, mediation, or other alternative dispute resolution process (collectively, "Proceedings"), and appeals and collateral actions relative to such a suit or Proceeding, the substantially prevailing party as determined by the court or in the Proceeding shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to such suit or Proceeding from the substantially non-prevailing party, in addition to such other relief as may be awarded.

d. Entire Agreement. This Easement Agreement contains the entire agreement between the parties with respect to this matter. It may not be modified except in writing signed by the party against whom enforcement of the modification is sought.

e. Waiver. The waiver by a party of a breach of any provision of this Easement Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.

f. Severability. If for any reason any portion of this Easement Agreement shall be held to be invalid or unenforceable, the holding of invalidity or enforceability of that portion shall not affect any other portion of this Easement Agreement and the remaining portions shall remain in full force and effect.

g. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing delivered to the party, or sent by certified mail to the address listed below for that party:

GRANTOR:

GRANTEE:

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR: \_\_\_\_\_

GRANTEE: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the  
State of Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington  
My appointment expires \_\_\_\_\_

**WATER, SEWER, STORMWATER, AND STREET  
EXTENSION DOCUMENTS**

**BILL-OF-SALE**

**FILED FOR RECORD AT REQUEST OF:**

CITY CLERK  
CITY OF NORTH BEND  
P O BOX 896  
NORTH BEND, WA 98045

## BILL OF SALE

**KNOW ALL MEN BY THESE PRESENTS** that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Seller(s) \_\_\_\_\_, do(es) by these presents hereby convey, set over, assign, transfer and sell to the **City of North Bend** (the "City"), King County, Washington, a municipal corporation, the following described water distribution system, wastewater collection system, storm drainage system, curbs, and/or street paving hereto and warrants against defects in labor or materials appearing within one year from the date hereof:

Commonly known as:

Seller warrants that he/she, they, it, is/are the sole owner(s) of all the property above described and has/have full power to convey all rights herein conveyed and agree to hold the City of North Bend harmless from any and all claims which might result from execution of this document.

Seller warrants that the property above described is free from all liens and encumbrances and Seller warrants and will defend the property hereby sold to City and its successors and assigns against the lawful claims and demands of all persons.

By accepting and recording this instrument, the City accepts and agrees to maintain the water distribution system, wastewater collection system, storm drainage system, curbs, and street paving as part of the City's water distribution system, wastewater collection system, stormwater system, and street system in the same manner as though it had been constructed by the City.

IN WITNESS WHEREOF the Seller(s) has/have executed these presents this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Seller: \_\_\_\_\_ Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington.  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington.  
My appointment expires \_\_\_\_\_

**WATER, SEWER, STORMWATER, AND STREET  
EXTENSION DOCUMENTS**

**STANDARDS FOR PREPARATION  
OF PLANS AND SPECIFICATIONS**

CITY OF NORTH BEND

**STANDARDS FOR PREPARATION OF DEVELOPER EXTENSION  
CONSTRUCTION PLANS AND SPECIFICATIONS**

1. GENERAL.....
2. DESIGN BY DEVELOPER’S ENGINEER.....
3. DESIGN CRITERIA.....
4. EASEMENTS/RIGHTS-OF-WAY.....
5. CONSTRUCTION DRAWING FORMATS.....

**CITY OF NORTH BEND**

**STANDARDS FOR PREPARATION OF DEVELOPER EXTENSION  
CONSTRUCTION PLANS AND SPECIFICATIONS**

**1. GENERAL**

The following standards are to be followed in the design of extensions to the water, sewer, stormwater systems, and streets of the City, and the preparation of plans and specifications for the construction of these extensions. These standards are to be followed except where specific deviations are approved by the City. Construction materials and procedures and construction details shall comply with the latest revisions to following associated standards:

Streets – WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction (latest edition)

Water – AWWA

Sewer – Washington State Dept. of Ecology's Criteria for Sewage Works Design

Stormwater – King County Surface Water Design Manual (latest edition)

**2. DESIGN BY DEVELOPER'S ENGINEER**

The Developer shall have the right to select its own Engineer to design and prepare the plans or have the City Engineer perform such design and preparation. The Developer's Engineer shall only have authority to design and prepare the plans for the extension to the City's water, sewer, stormwater system, and streets. The design shall conform in all respects to City specifications and must be approved by the City Engineer prior to commencement of construction. It is the responsibility of the Developer to ensure that the plans prepared by Developer's Engineer conform in all respects to City specifications. Failure by the City to discover errors, omissions, or discrepancies in the plans shall not relieve the Developer of this responsibility.

Provisions should also be made for the ownership of design plans as follows:

The originals of all plans prepared by Developer's Engineer and as modified to reflect as-built conditions shall be delivered to the City upon completion of construction and shall become the property of the City. Neither Developer nor Developer's Engineer shall have any rights of ownership, copyright, trademark or patent to the plans.

The selection of the Developer's Engineer shall be subject to the following:

Should Developer elect to use its own Engineer to design and prepare the plans, at the time of development and submission of this Agreement to the City for execution, the Developer shall notify the City in writing of the person or firm proposed to do the work. Nothing

contained in this Agreement shall create any contractual rights between the City and any person or firm employed by Developer to design and prepare the plans.

The reliance of the Developer's Engineer on any information provided by the City for design purposes will be addressed as follows:

In the event Developer elects to use its own Engineer to design and prepare the plans, the City shall make available to the Developer such information as it may have regarding existing utilities and obstructions. Such information is not guaranteed; it is made available to the Developer for such value as it may have. Incompleteness or errors in this information shall not be the cause of claim against the City Engineer of the City nor shall it relieve the Developer of responsibility for repairing any damage its activities may cause to such utilities. It shall be Developer's responsibility to contact all necessary utilities and determine what existing utilities and obstructions may exist.

When the Developer proposes to design and to prepare construction plans using his own engineer, a pre-design conference with the City's Engineer is recommended, but not required, to ensure there is a clear understanding of the City Standards and the specific improvements required to extend the City water, sewer, stormwater and street systems to serve the Developer's Property.

### 3. DESIGN CRITERIA

The design of Extensions shall be consistent with the City's approved Comprehensive Plans, North Bend Municipal Code, the regulations and standards of the Department of Health, the 2009 King County Surface Water Design Manual, Eastside Fire and Rescue, Current Edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, and all other applicable State, County, and Local agency standard regulations. Specific criteria established by the City are as follows:

#### Water System

1. Minimum size for all water mains shall be 8-inches except where the water main is permanently dead ended with no future potential for extension, is less than 300 feet in length, and does not include a fire hydrant.
2. All water service lines shall be 1" or larger. Dual services are ***not*** allowed.
3. Water mains shall be located at a uniform 10 feet north and east of centerline. Fittings will be used when necessary to maintain, as closely as possible, the uniform offset from centerline.
4. Wherever possible, valves shall be clustered at the tee or crosses of connecting intersecting water lines.
5. All fittings, fire hydrants and other appurtenances shall be located on the plans by street centerline station and offset or easement baselines.

6. All water mains 4 inches and larger shall be ductile iron pipe. The ductile iron pipe shall be class 52 except where trench, backfill and loading dictate a stronger class pipe.
7. The locations and size of oversized mains or special structures such as a pressure reducing stations shall be designated by the City Engineer.
8. Water lines shall be looped and dead-end lines avoided if possible.
9. Water lines shall be extended to the boundaries of the property being served providing access to all adjacent properties that will require future service.
10. All water service lines are to be installed at 90° to the water main and street centerline.

### **Sewer System**

1. Minimum size for all sewer pipe shall be 8-inches except where line is less than 150 feet and will not be extended.
2. Minimum slope on all sewer pipe shall comply with Department of Ecology standards except for 8-inch. Minimum slope for 8-inch sewer pipe shall be 0.005 feet/foot except where a lesser slope is specifically approved by the City Engineer.
3. All sewer pipe invert elevations at manholes shall be computed to the center of the manhole.
4. Where the combined slope of the sewer line entering or exiting a manhole is less than 0.05 feet per foot, a drop of 0.1 foot shall be provided between the invert of the enter and existing sewer pipes.
5. The location and size of oversized sewer lines shall be designated by the City Engineer.
6. All sewer manholes shall be located at street centerline or 6-foot south or west of street centerline.
7. Location of all sewers shall not exceed a horizontal distance or more than 10 feet from street centerline.
8. Sewer lines shall be designed such that the invert elevation of the side sewer stub at the property line is at least 4 feet deep and below the lowest expected floor elevation of the structure to be served such that the slope of the service line from the property line to the building is at least 0.02 feet/foot. The invert elevation of the connection plus the rise of the side sewer to the property line shall be based on its length and minimum slope of 0.02 feet/foot plus 1.0 foot. The design elevation of the side sewer stub shall be shown on the construction plan.
9. Sewer lines shall be extended to the boundaries of the property being served providing access for future service of adjacent properties.
10. All side sewer service lines shall be 6" or larger. Dual services are **not** allowed.
11. Clean-outs for all side sewers shall be located at the property line of the lots being served and at bends and 100-foot intervals on the private properties.

### **Stormwater System**

Mainline Storm Water System:

1. Minimum size for all storm drain pipe shall be 12-inches, except those pipes which connect curb inlets to main storm drains may have a minimum diameter of 8-inches, and a maximum length of 60 linear feet if conflicts with other utilities prevent the use of 12-inch diameter pipe.
2. Minimum slope of storm drains shall be 0.005, except that larger diameter pipe may be installed at a smaller slope if approved by the City Engineer.
3. Maintain uniform line and grade between all catch basins.
4. Install catch basins at all changes of line, grade, change in pipe size or material, at all pipe intersections and at ends of all storm drain pipe, except driveway culverts and at maximum drain spacing of 300 feet. Maximum length of overland drainage shall be 300 feet.
5. Extend mainline storm sewers to boundary of project to serve adjacent upstream properties.
6. Design location of pipe shall be along south and west street curbs, except as required to match existing utilities.
7. Minimum depth of cover over top of pipe shall be 2 feet, unless otherwise approved by the City Engineer.
8. Extend service lines to property line where under future paving, curbs or sidewalks.
9. Notice pipe size, length, slope and invert elevations in profile on each run between catch basins.
10. Drainage facilities must be designed in accordance with the latest version of the King County Surface Water Design Manual.
11. In areas where open ditches are allowed, they shall be constructed with minimum depth of 3 feet, minimum side slope of one and one-half feet horizontal to one vertical, with driveway culverts 12 inch minimum diameter.
12. Culvert ends shall be beveled and shall be protected with quarry spall armor for full depth of ditch, or pipe ends shall be vertical with concrete headwalls.

**Footing and Downspout Drain:**

1. Minimum diameter shall be 6 inches to property line.
2. Minimum slope shall be one percent.
3. Provide 3 foot minimum depth at property line, or deeper if required by lot topography.
4. Provide individual drain for each house or lot.
5. All drain lines shall enter the storm system at catch basins.

**On-Site Detention:**

On-site detention and/or infiltration of stormwater shall be designed and installed in accordance with the latest version of the King County Surface Water Design Manual for all development or redevelopment.

**Streets**

1. Right of way width shall be in accordance with the street's classification.
2. All intersections shall be 90 degree, unless approved by the City Engineer.
3. Street Extensions shall be laid out to promote efficient vehicular circulation.
4. All right of way shall be extended to property lines to avoid land locking adjacent parcels, unless otherwise approved through the platting process.
5. Maximum permitted road grade is 15%.
6. Adequate transverse slope must be provided for surface water drainage.
7. Maximum dead end street length is 300 feet.

#### **4. EASEMENTS/RIGHT-OF-WAY**

Whenever water, sewer, and/or storm water lines are located outside of public street rights-of-way, easements shall be of sufficient width to allow for future replacement of the facility without damage to permanent adjacent improvements. In general, if the water, sewer, and/or storm water line is located in the center of the easement, its minimum width shall be 15 feet. Special circumstances may require additional widths such as for deep sewer lines.

## 5. CONSTRUCTION DRAWING FORMATS

The City desires to maintain a consistent format to its construction drawings and, therefore, requires that all construction drawings conform to the following format unless exceptions are approved in advance by the City's Engineer.

The following format and requirements are minimum for normal type system extensions. Unusual or special facilities or construction requirements may dictate additional drawings and drawing requirements.

- A. Sheet size: 24" x 36" mylar
  
- B. Water, Sewer, and Stormwater and Street Plan: a separate construction plan is required at a scale of 1" = 20', showing all existing or proposed utilities, existing or proposed street surfacing and improvements, street centerline and stationing, street right-of-way margins, street names, legal identifications of properties such as lot number or tax lot number, section subdivision lines, all property lines and all easements.

Water Plan - show the following:

- 1. Size, material, location and length of each water main. Length measured between fittings or appurtenances.
- 2. Station and offset to all fittings and valves and listing of each fitting and the type of connection, e.g., flanges (FL), mechanical joint (MJ), etc.
- 3. Station and offset to all appurtenances such as fire hydrants, blow off and air/vacuum release assemblies.  
Details showing how the connection to the existing water system is to be made and how the new mains are to be tested and sampled for analysis prior to connection. Location of all water services and whether the service is a double or single.

Sewer Plan - show the following:

- 1. Station and offset to each manhole. Number each manhole consecutively in the new sewer system based on an agreed upon numbering system. Begin at the connection to existing system and proceed upstream. Branch lines shall use the subnumber of the manhole on the line number.
- 2. Show the size, material, slope, and length of each sewer line between manholes.
- 3. Show the location of all side sewer stubs and the invert elevation at the end of the stub.
- 4. Show details as necessary to direct the contractor in making connections to the existing system and to protect existing facilities during construction of the new sewers.
- 5. All other work and materials required for the construction of the extension shall be clearly shown and concisely illustrated on the plan.

Street/Stormwater Plan - show the following:

1. Station and offset to each catch basin. Number each catch basin consecutively in the new storm water system based on an agreed upon numbering system. Begin at the connection to existing system and proceed upstream. Branch lines shall use the subnumber of the catch basin on the line numbered.
  2. Show the size, material, slope, and length of each stormwater line between catch basins.
  3. Show details as necessary to direct the contractor in making connections to the existing system and to protect existing facilities during construction of the new storm water system
  4. All other work and materials required for the construction of the extension shall be clearly shown and concisely illustrated on the plan.
  5. Right-of-way width, pavement width, sidewalk and landscaping location.
  6. Location of stormwater facilities.
  7. Radius and tangent points of all curves.
  8. Grading plan showing location and extent of all cuts and fills.
  9. Specification of pavement, gutter, curb, and sidewalk materials.
- C. Water, Sewer, or Stormwater Profile – Profiles of proposed sewer mains shall be provided on the associated plan drawing of the sewer mains. Profile shall be shown directly under the plan layout of the pipe. Profiles of proposed storm pipes shall be similarly provided on the associated plan drawing of the street/storm systems. The scale of these drawings shall be 1" = 20' horizontal and 1" = 5' vertical.

Sewer profile—show the following:

1. For each manhole, show the rim elevation, invert elevation of all sewer entering or leaving the manhole, and the manhole number and location (street station and offset).
2. Show the sewer line profile and the existing and proposed ground lines. Identify the size, material, slope, and horizontal length of the sewer line on the profile.
3. Above the ground line indicate the profile location by street name or other right-of-way designation.
4. Show all crossing utility and designate special materials or construction procedures that may be required.
5. Provide a legend to clearly illustrate the composition of the profile.

Water Profile - The water profile, if required, shall follow the sewer format except that invert elevations of the water main shall be shown at each location where critical to its construction and at all fittings, valves and appurtenances.

**WATER, SEWER, STORMWATER, AND STREET  
EXTENSION DOCUMENTS**

**GENERAL CONDITIONS**

**CITY OF NORTH BEND**

**GENERAL CONDITIONS  
FOR JOBS CONSTRUCTED BY DEVELOPERS**

1. SCOPE .....
2. DEFINITIONS .....
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20. EXISTING UTILITIES OR OBSTRUCTIONS. ....
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24. CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD. ....
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29. ATTORNEY'S FEES. ....

**GENERAL CONDITIONS  
FOR EXTENSIONS CONSTRUCTED BY DEVELOPERS**

**1. SCOPE**

Set forth below are general conditions to all Developer Extension Agreements for extension of the City's water, sewer, stormwater systems, and streets by Developers. Reference to or requirements for non-applicable conditions for any particular application will be construed to have no meaning relative to the performance of such work. All other conditions shall be strictly followed.

**2. DEFINITIONS**

The following terms, as used in this contract, shall be defined and interpreted as follows:

- A. "Agreement": The Developer Extension Agreement entered into by the Developer to construct an extension to the water system and/or sewer system and/or stormwater system and/or streets executed by the Developer and the City of which these General Conditions are an integral part.
- B. "Extension Documents": The Extension Documents shall consist of the following. In cases of conflict in provisions, the first mentioned shall have precedence:
  - 1. Developer Extension Agreement
  - 2. Addenda to the Developer Extension Agreement
  - 3. City Engineer approved amendments to the City standards
  - 4. Design and format standards (as adopted under current City code)
  - 5. Special Provisions (if additional conditions are required)
  - 6. Plans and written instructions
  - 7. General Conditions and referenced specifications
- C. "City": City of North Bend, King County, Washington
- D. "Developer": The person, partnership, firm, or corporation having filed an application with the City to cause the installation of water, sewer, stormwater and/or street improvements to become a part of the City system. The term shall also include the Developer's agents, employees, and subcontractors. For purposes of notice, the Developer address is shown in the application.

"Developer Engineer:" The engineering firm, and that firm's representatives, which may be approved by the City to act as the Engineer for the work to be performed under this Agreement.

- E. "City Engineer or Public Works Director": The consulting engineer or his/her duly authorized personnel acting as agents for the City in the administration of this Application, for the benefit of the City in accordance with the Extension Documents.
- F. "Extension": The system of water mains and appurtenances or other water system improvements to be constructed in whole or in part pursuant to the Agreement ; and/or the system of sewer mains and appurtenances or other sewer system improvements to be constructed in whole or in part pursuant to the Agreement ; and/or the system of stormwater mains and appurtenances or other stormwater system improvements to be constructed in whole or in part pursuant to the Agreement; and/or street improvements to be constructed in whole or in part pursuant to the Agreement.
- G. "Plans": The plans shall man all official drawings or reproductions of drawings made or to be made pertaining to the work provided for in the Agreement or to any structure connected therewith.
- H. "Special Provisions"—the following Special Provisions shall be utilized:  
Division 2 through 9 of the STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION, latest edition, issued by the Washington State Department of Transportation and American Public Works Association, Washington State Chapter and amendments to Division 1, hereinafter referred to as the Standard Specifications.  
Also, incorporated into these specifications by reference are:  
ANSI- American National Standards Institute  
ASTM- American Society of Testing Materials
- I. "Specifications": The specifications shall mean the prescribed directions, requirements, explanations, terms, and provisions pertaining to the various features of work to be done or manner or method of performance and the manner and method of measurements and payments. They also include directions, requirements, and explanations as set forth in the plans.  
"Reference Specifications": Reference specifications shall mean the technical specifications of other agencies incorporated or referred to herein.
- J. "Or Equal": Any manufactured article, material, method, or work which, in the opinion of the City Engineer, is equally desirable or suitable for the purposes intended in these specifications and the Agreement as compared with similar articles specifically mentioned herein.
- K. "Supplemental Drawings and Instructions": The City Engineer may furnish with reasonable promptness, at his sole discretion upon written request by the Developer, additional instructions by means of drawings or documents necessary, in

the opinion of the City Engineer, for the proper execution of the work. All such drawings and instructions shall be consistent with the Extension Documents.

- L. "Shop Drawings": All shop details, structural steel, pipe, machinery, equipment, schedules, bending diagrams, reinforcing steel, and other detail drawings furnished by the Developer, as required and provided for in the specifications.

**3. PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES**

The Developer shall carefully study and compare all drawings and specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the City Engineer any error, inconsistency, or omission in respect to design, construction or cost which he/she may discover. If the Developer, in the course of this study or in the accomplishment of the work, finds any discrepancy between the drawings, or any such errors or omissions in respect to design, construction, or cost in drawings or in the layout as given by points and instructions, it shall be his/her duty to inform the City Engineer immediately in writing, and the City Engineer shall promptly check the same. Any work done after such discovery will be done at the Developer's risk.

**4. STATUS OF CITY ENGINEER**

- A. The City Engineer shall have general supervision and direction of the work, provided, however, nothing contained herein or elsewhere in the Extension Documents shall be construed as requiring the City Engineer to direct the method or manner of performing any work by the Developer under this contract. The City Engineer has the authority to stop work whenever, in his/her opinion, such stoppage may be necessary to ensure proper execution of the contract. The City Engineer may also reject all work and materials which in his/her opinion, do not conform to the contract.
- B. It is understood and agreed by and between the parties hereto that the work (except the method or manner of performing the work) included in the Agreement is to be done under the general supervision and to the complete satisfaction of the City Engineer, or his/her duly authorized representative, who shall use his/her reasonable discretion and professional experience as to the true interpretation and meaning of the application, plans, specifications, and estimates and as to all questions arising as to proper performance of the work.
- C. The City Engineer shall use his/her reasonable discretionary and professional experience to decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and all questions as to be acceptable fulfillment and performance of the Agreement on the part of the Developer. The decision of the City Engineer in such matters shall be final.

- D. The City Engineer may direct the sequence of conducting work when it is in locations where the City is doing work either by contract or by its own forces or where such other work may be affected by the contract, in order that conflict may be avoided and the work under these specifications be harmonized with that under other contracts, or with other work being done in connection with, or growing out of, operations of the City. Nothing herein contained, however, shall be taken to relieve the Developer of his/her obligations or liabilities under the application.
- E. Neither the City Engineer nor his/her representatives have the authority to waive the obligation of the Developer to perform work in accordance with the Agreement or Extension Documents. However, the City Engineer shall have the authority to authorize minor field changes. Failure or omission on the part of the City Engineer or his/her representatives to condemn unsuitable, inferior, or defective work and/or labor or material or equipment furnished under the application shall not release the Developer or his/her bond from performing the work in accordance with the Agreement and Extension Documents.

**5. SURVEYS, PERMITS, LAWS, AND REGULATIONS**

- A. The Developer shall furnish all property boundary surveys unless otherwise specified. Permits, permission under franchises, licenses, and bonds of a temporary nature necessary for the prosecution of the work, and inspection fees in connection therewith shall be secured and paid for by the Developer. Where the City is required to secure such permits, permission under franchises, and licenses and bonds and to pay the fees, the costs incurred by the City shall be reimbursed to the City by the Developer.
- B. The Developer shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work required by the Agreement and Extension Documents. If the Developer observed that the Agreement or Extension Documents, or any part thereof are inconsistent or at variance therewith, he/she shall promptly notify the City Engineer in writing, and any necessary changes shall be made as provided in the Agreement for changes in the work. If the Developer performs any work contrary to such laws, ordinances, rules and regulations, or prior to obtaining permits, permission under franchises, licenses, and/or bonds as required to be furnished by or obtained by the City, he/she does so at his/her own risk.

**6. CONSTRUCTION STAKING**

The Developer shall, at Developer's sole expense, furnish all construction points, stakes, and instructions necessary to control the horizontal and vertical placement of all facilities to be constructed by the Developer pursuant to the Agreement. Construction

points, stakes and instructions to be provided by Developer shall meet the following minimum requirements:

Water Extension

1. Horizontal location of all water mains at 50 foot stations offset 10 feet from the water main locations.
2. Two directional 10 foot offsets to locate all pipe intersections, cast iron bends, valves, hydrants, blow off assemblies, and air and vacuum assemblies.
3. A stake at the edge of the public right-of-way or easement adjacent the water main marking the horizontal locations of all water service meter box assemblies.
4. Sufficient horizontal and vertical reference marks to accurately locate and construct all other water facilities and structures such as pressure reducing stations.

Sewer Extension

1. One complete set of grade stakes and suitable offset stakes at each manhole. The Developer shall provide to the City one (1) set of grade sheets (cut sheets) showing hub to sewer invert.
2. A stake at each property corner and a stake along the property line 20 feet off-set from the edge of the public right-of-way at each location where a side sewer stub is to be installed.
3. Sufficient horizontal and vertical reference marks and stakes to accurately locate and construct all other sewer facilities and structures to be constructed.

Storm Water Extension

1. One complete set of grade stakes and suitable offset stakes at each storm drain and intermediate grade stakes at an offset acceptable for construction at 50 foot intervals between storm drains. The Developer shall provide to the City one (1) set of grade sheets (cut sheets) showing hub to storm water invert.
2. Sufficient marks to locate all surface features such as manhole covers, valve box covers, storm drain grades, and all other surface features requiring exposure to the surface of the roadway.
3. Double 20-foot offsets for each corner of storm structures such as vaults or tanks.

The Developer shall perform all property surveys necessary for placement of the construction stakes including surveys of easements. The Developer shall provide to the City drawings showing the bearing and dimensions of all property lines, ties to adjacent subdivisions and section control and the calculated closure of all control traverses. All surveying and construction staking shall be performed by a professional land surveyor licensed in the State of Washington.

**7. INSPECTION AND TESTS**

- A. Inspection of the work by the City and its authorized agents shall be strictly for the benefit of the City, and nothing contained herein shall be construed to relieve the Developer of his/her obligations under this Agreement.
- B. The City Engineer and his/her representatives shall, at all times, have access to the work for the purpose of inspecting and testing wherever it is in preparation or progress, and the Developer shall provide proper facilities for such access and for such inspection and testing.
- C. If any work should be covered up without approval or consent of the City Engineer; it must, if required by the City Engineer, be uncovered for inspection at the Developer's expense.
- D. Re-examination of questioned work may be ordered by the City Engineer; and, if so ordered, the work shall be uncovered by the Developer. If such work is found by the City Engineer to be in accordance with the Agreement and Extension Documents, the City shall pay the cost of re-examination and replacement. If such work is found not in accordance with the Agreement and Extension Documents, the Developer shall pay such costs.
- E. The Developer shall make tests of the work as required by the City Engineer at the Developer's expense and shall maintain a record of such test.
- F. For a performance test to be observed by the City Engineer, the Developer shall make whatever preliminary tests are necessary to assure that the material and/or equipment are in accordance with the specifications. If, for any reason, the test observed by the City Engineer is unsatisfactory, the Developer shall pay all costs incurred by the City Engineer for the inspection and supervision of all further testing.
- G. Where work is performed other than during the normal 40-hours work week, the Developer shall pay additional costs of City for inspection and supervision.
- H. Where the specifications, City Engineer's instructions, laws, ordinances, or any government authority require any work to be specifically tested or inspected, the Developer shall give the City Engineer timely notice of the date fixed for such

inspection. Required certificates of inspection by authorities other than the City Engineer shall be secured by the Developer and copies provided to the City Engineer.

- I. Inspection during construction will be provided as deemed necessary by the City Engineer.
- J. Written notice of deficiencies, adequately describing the same, shall be given to the Developer upon completion of each inspection, and the Developer shall correct these deficiencies within seven (7) days of notice thereof, or as agreed upon in writing by both parties, and before final inspection will be made by the City Engineer.
- K. A representative of the Developer or the Developer's contractor shall arrange a time with and accompany the City Engineer on the final inspection and subsequent inspections, if required, thereafter.
- L. Deficiencies discovered at the final inspection shall be corrected within seven (7) days notice thereof or as agreed upon by both parties and, in no instance shall service be provided until said deficiencies are corrected and the extension passes re-inspection.
- M. All costs incurred by the City for inspection, including the fees and charges of its City Engineer, except as specifically provided for in this section, shall be paid by the Developer, and a deposit for this may be required in advance by the City.
- N. Neither inspection nor acceptance by the City shall relieve the Developer of any responsibility or liability, whether to the City or others, provided in the Extension Documents.

**8. PLANS AND SPECIFICATIONS ACCESSIBLE**

- A. The Developer shall furnish eight (8) copies of plans and specifications and shall keep at least one (1) copy of the same constantly accessible at the construction site.
- B. Where shop drawings are required to be submitted for acceptance, one (1) copy of the approved shop drawings shall be kept constantly accessible at the construction site.

**9. OWNERSHIP OF DRAWINGS**

All drawings, specifications and copies thereof prepared or furnished by the City Engineer are his/her property. They are not to be used on other work and, with the exception of the signed Agreement, and are to be returned to him/her upon completion of the work.

10. **INSURANCE**

The Developer shall carry liability and property damage insurance covering all work performed under this Agreement, including that done by subcontractors. This insurance shall name the City and its employees as co-insureds and shall be primary coverage with any insurance carried by the City classified as additional coverage. Unless otherwise specified, the insurance shall be carried as follows: Bodily Injury, each person - \$3,000,000, each accident; Property Damage, each accident - \$3,000,000.

11. **MATERIAL AND EQUIPMENT; MATERIAL AND EQUIPMENT LIST**

- A. Material and equipment shall be new and as specified in the extension documents, or if not specified, shall be of a quality approved by the City Engineer. All materials and equipment furnished are warranted by the Developer for a period of one (1) year as new and as in compliance with the plans and specifications, if specified therein, and as suitable for the intended purpose. In addition thereto, the Developer shall furnish the City with copies of the supplier's warranty. In the event of fraud or bad faith by the Developer, the two year limitation of warranty shall not apply.
- B. The Developer shall file two (2) copies of materials and equipment list with the City Engineer prior to proceeding with construction. This list shall include the quantity, manufacturer and model number, if applicable, of materials and equipment to be installed under the Agreement. This list will be checked by the City Engineer as to conforming with the plans and specifications. The City Engineer will pass upon the list with reasonable promptness, making required corrections.

The Developer shall make any required corrections and file two (2) corrected copies with the City Engineer within one week after receipt of required corrections. The City Engineer's review and acceptance of the lists shall not relieve the Developer from responsibility for deviations from the drawings and specifications or warranty for suitability for the intended purpose unless the Developer has in writing called the City Engineer's attention to such deviations at the time of submittal and secured the City Engineer's written approval for such deviation.

12. **SHOP DRAWINGS**

The Developer shall check and verify all field measures. He/she shall submit with such promptness as to cause no delay in his/her own work or in that of any other contractor two (2) copies, checked and approved by the Developer, of all shop or setting drawings and schedules (all collectively herein referred to as "shop drawings" required for the work of the various trades in the performance of the work or where requested by the City Engineer and shall verify all field various trades in the performance of the work or

where requested by the City Engineer and shall verify all field measurements or conditions to which the shop drawings are applicable. The City Engineer shall pass upon them with reasonable promptness making required corrections, including those related to design and artistic effect. The Developer shall make any corrections required by the City Engineer and, within one week after receipt of the required corrections, shall file with the City Engineer two (2) corrected copies and furnish such other copies as may be needed by the City Engineer. The City Engineer's acceptance of such drawings or schedules shall not relieve Developer from responsibility for deviation from drawings or specifications, unless the Developer has, in writing, called the City Engineer's attention to such deviation at the time of submission and secured the City Engineer's written approval, nor shall it relieve the Developer from responsibility for errors in shop drawings or schedules.

13. **CUTTING AND FITTING**

The Developer shall do all cutting and fitting of his/her work that may be required to make its several parts come together properly and fit it to receive or be received by work of other developers or contractors shown or reasonably implied by the drawings and specifications for the completed structure, and the Developer shall restore all surfaces damaged by cutting and fitting as the City Engineer may direct.

14. **LABOR, MATERIALS, EQUIPMENT, FACILITIES, AND WORKMEN**

- A. The Developer shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completions of the work, except as otherwise stipulated in the Agreement and Extension Documents.
- B. The Developer shall at all times enforce strict discipline and good order among his/her employees and shall not employ on the work any person unfit or not skilled in the work assigned to him/her. Employees or agents of the Developer, who, in the opinion of the City Engineer, may impair the quality of the work shall forthwith be discharged by the Developer upon the written request of the City Engineer.
- C. During the term of the Agreement, neither party shall employ nor hire any employee of the other party, nor of the City Engineer, without the written consent of the other party. Neither party shall use any work performed or any information obtained from any employee hired in violation of this provision in making a claim against the other party.
- D. Necessary sanitation conveniences for the use of workmen on the job, properly secluded from public observation, shall be provided and maintained by the Developer.

15. **SAMPLES**

The Developer shall furnish for approval all samples as directed by the City Engineer. The finished work shall be in accordance with approved samples. Approval of samples by the City Engineer does not relieve the Developer of performance of the work in accordance with the Agreement and Extension Documents.

16. **DETERMINATION OF "OR EQUAL"**

The City Engineer shall make the determination regarding questions of "or equal" for any supplies or materials proposed by the Developer. The Developer shall pay to the City the cost of tests and evaluation by the City Engineer to determine acceptability of alternatives proposed by the Developer, in accordance with the established rates of the City Engineer for time and expense work.

**17. ROYALTIES AND PATENTS**

The Developer shall defend, indemnify and hold the City harmless for all claims and/or suits brought against the City by reason of infringement of patent rights or licenses on any material, machine, appliance, or process that he/she may use on the work or incorporate into the finished job. Such indemnity shall include the costs of defense by an attorney selected by Developer and approved by the City.

**18. PAYMENT OF PREVAILING WAGES**

Developer does not have to pay prevailing wages on projects without City funding.

**19. PROTECTION OF WORK AND PROPERTY AND SAFETY**

- A. Developer shall continuously maintain adequate protection of the work from damage and shall protect City's property from injury or loss arising in connection with and during the existence of this Agreement. Developer shall make good any such damage, injury, or loss, except as may be directly due to errors in the Agreement and Extension Documents or caused by the negligence of agents or employees of the City. He/she shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.
- B. Developer shall bear the risk of loss or damage for all finished or partially finished work until accepted by the City.
- C. Developer shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes. Developer shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for protection of workmen and the public, shall post danger signs warning against known or unusual hazards; and shall designate a responsible member of his/her organization on the construction site whose duty shall be the prevention of accidents. The name and position of such person so designated shall be reported in writing to the City Engineer by the Developer.

**20. EXISTING UTILITIES OR OBSTRUCTIONS**

- A. Developer shall not enter upon or place materials on other private premises except by written consent of the individual owners, and he/she shall save the City harmless from all suits and actions of every kind and description that may result from his/her use of private property.

- B. Underground utilities of record shall be shown on the construction plans insofar as it is possible to do so. These, however, are shown for convenience only, and City assumes no responsibility for improper locations or failure to show utility locations on the construction plans. Any underground utilities found during the course of construction either not properly shown on the plans or not shown at all shall be recorded as to the nature, size, depth and orientation on the as-built drawings.
- C. Developer shall take adequate precautions to protect existing lawns, trees, and shrubs, outside rights-of-way, sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto caused by his/her operations to the satisfaction of the City Engineer, except as otherwise provided in the Agreement and Extension Documents.

**21. REPLACING IMPROVEMENTS**

Whenever it is necessary in the course of construction to remove or disturb culverts, driveways, roadways, pipelines, monuments, property stakes, or other existing improvements, without limiting the generality thereof and whether on private or public property they shall be replaced to a condition equal to or better than that existing before they were so removed and disturbed.

**22. SUPERINTENDENCE AND SUPERVISION**

The Developer shall keep on the construction site during the progress of the work a competent superintendent and any necessary assistants, all satisfactory to the City Engineer. The superintendent shall not be changed except with the consent of the City Engineer unless the superintendent proves to be unsatisfactory to the Developer and ceases to be in his/her employ. The superintendent shall represent the Developer in his/her absence, and all directions given to the superintendent shall be as binding as though given to the Developer. Instructions to the Developer shall be confirmed in writing upon his/her request in each case. The Developer shall give efficient supervision to the work, using his/her best skill and attention.

**23. WARRANTIES OF DEVELOPER**

Upon completion of the Extensions and approval thereof by the City and simultaneously with the acceptance of the title by the City, the Developer warrants to the City for a period of one (1) year as follows:

- A. That the Developer is the owner of the property and the same is free and clear of all encumbrances and that the Developer has good right and authority to transfer title thereto to the City and will defend the title of the City against the claims of all third parties claiming to own the same or claiming an encumbrance against the same; and

- B. That the Extensions are in proper working condition, order, and repair as designed and that they are adequate and fit for the intended purpose of use as water, sewer, stormwater, and/or street system, and as integral parts of the water, sewer, stormwater, and/or street system of the City; and
- C. That all parts of the Extensions shall remain in proper working condition, order and repair as designed except where abused or neglected by the City; and the Developer shall repair or replace, at its own expense, any work or material which may prove to be defective during the period of this warranty. The Developer shall obtain warranties and guaranties from its subcontractors and/or suppliers where such warranties or guaranties are specifically required herein and shall deliver copies to the City upon completion of the work. When corrections of defects occurring within the warranty period are made, the Developer shall further warrant corrected work for one year after acceptance by the City.

In the event of fraud or bad faith by the Developer regarding Sections A, B & C above, the one year limitation of warranty shall not apply.

**24. CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD**

When defects occurring within the warranty period are discovered, the Developer shall work to remedy any such defects within seven (7) days of mailing notice of discovery thereof by the City, or as agreed upon in writing, and shall complete such work within a reasonable time as determined by the City. In emergencies, where damage may result from delay and where loss of service may result, corrections may be made by the City immediately upon discover; in which case the cost thereof shall be borne by the Developer. In the event the Developer does not commence and/or accomplish corrections within the time specified, the work shall be otherwise accomplished and the cost of same shall be paid by the Developer.

The Developer shall be responsible for any expenses incurred by the City resulting from defects in the Developer's work including actual damages, cost of materials, and labor expended by the City in making emergency repairs, and cost of engineering, inspection, and supervision by the City or City Engineer, as well as reasonable attorney's fees to be fixed by the court in any action which the City may commence against the Developer to enforce the provisions hereof.

**25. INDEMNITY**

The Developer shall indemnify, defend, and hold harmless the City, the City Engineer and all of the City's agents and employees from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought and recovered against the City and/or City Engineer by reason of any act or omission of the Developer, or the Developer's subcontractors, agents, and/or

employees arising directly or indirectly from the performance of the work under the application or in guarding of the work. The Developer shall, after reasonable notice of any such suit or action, defend and pay the expense of defending any such suit which may be commenced against the City or City Engineer arising therefrom.

**26. SUBLETTING AND SUBCONTRACTING**

The Developer is fully responsible and liable to the City for the acts and omissions of its employees and for its subcontractors and all other persons either directly or indirectly employed or contracted with by subcontractors. Consent to subcontracting part of the work shall in no way release the Developer from responsibility under the Agreement, and he/she will be held in all respects accountable for the same as if no consent had been given. Nothing contained in the Agreement or Extension Documents shall create any contractual relation between any subcontractor and the City.

**27. SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS**

The City reserves the right to perform the work with its own forces or to let contracts for work under similar general conditions in connection with this project or other projects. The Developer shall afford the City and other contractors reasonable opportunity for the execution of their respective work with theirs.

**28. LOSS OF MARKERS**

The City shall not be responsible for costs to relocate service ends in the event of removal or destruction by parties other than the City itself of the service markers.

**29. ATTORNEY'S FEES**

- a. Policy. The parties hope there will be no disputes arising out of their relationship. To that end, each commits to cooperate in good faith and to deal fairly in performing its duties under this Agreement in order to accomplish their mutual objectives and avoid disputes. But if a dispute arises, the parties agree to resolve all disputes by the following alternate dispute resolution process: (a) the parties agree to seek a fair and prompt negotiated resolution, but if this is not successful, (b) all disputes shall be resolved by binding arbitration, provided that within twenty (20) days of the initial arbitration demand, the parties agree to attempt to resolve any dispute by nonbinding third-party mediation (but without delaying the arbitration hearing date). If the mediation is not successful within forty-five (45) days of the initial arbitration demand, the parties agree to proceed with the binding arbitration; provided that the mediator shall make a final written recommendation for resolution of the dispute (the "Recommendation") which shall be delivered to the arbitrator. The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

- b. Binding Arbitration. Any claim between the parties, including but not limited to those arising out of or relating to this agreement and any claim based on or arising from an alleged tort, shall be determined by arbitration in Seattle commenced in accordance with RCW 7.04.060. There shall be one arbitrator agreed upon by the parties, or if the parties cannot agree on the identity of the arbitrator within ten (10) days of the arbitration demand, the arbitrator shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or have similar professional credentials). The arbitrator shall be an attorney with at least fifteen (15) years' experience and shall reside in the Seattle/King County metropolitan area. Whether a claim is covered by this agreement shall be determined by the arbitrator. All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder. The mediator identified in part (b) section "a" shall be selected by the same manner as selecting an arbitrator described above.
- c. Procedures. The arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules in effect on the date hereof, as modified by this agreement. There shall be no dispositive motion practice. As may be shown to be necessary to ensure a fair hearing: the arbitrator may authorize limited discover; and may enter pre-hearing orders regarding (without limitation) scheduling, document exchange, witness disclosure and issues to be heard. The arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such writings and oral presentations as reasonable business people would use in the conduct of their day-to-day affairs and may require the parties to submit some or all of their case by written declaration or such other manner of presentation as the arbitrator may determine to be appropriate. The parties intend to limit live testimony and cross-examination to the extent necessary to ensure a fair hearing on material issues.
- d. Hearing – Law – Appeal Limited. The arbitrator shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) days, and the arbitrator's written decision shall be made not later than fourteen (14) calendar days after the hearing. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply substantive law. Absent fraud, collusion or willful misconduct by the arbitrator, the award shall be final, and judgment may be entered in any court having jurisdiction thereof. The arbitrator may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote

judicial economy, but shall not have the power to award punitive or exemplary damages.

- e. **Provisional Remedies.** Pending selection of the arbitrator, either party may request the AAA to appoint unilaterally an arbitrator for the limited purpose of awarding temporary or preliminary relief. This award may be immediately entered in any federal or state court having jurisdiction over the parties even though the decision on the underlying dispute may still be pending. Once appointed, the arbitrator may, upon request of a party, issue a superseding order to modify or reverse such temporary or preliminary relief or may confirm such relief pending a full hearing on the merits of the underlying dispute. Any such initial or superseding order of temporary or preliminary relief may be immediately entered in any federal or state court having jurisdiction over the parties even though the decision on the underlying dispute may remain pending. Such relief may be granted by the arbitrator only after notice to and opportunity to be heard by the opposing party unless the party applying for such relief demonstrated that its purpose would be rendered futile by giving notice.
  
- f. **Attorneys' Fees and Costs.** The arbitrator shall award attorneys' fees and costs to the prevailing party, but only if the award to the prevailing party exceeds the Recommendation. Neither party is entitled to payment of its attorneys' fees by the other party for disputes resolved prior to a final decision of the arbitrator.

Nothing in this Agreement shall alleviate the Developer's responsibility to reimburse the City for attorney expenses in the normal course of this Agreement.

**WATER, SEWER, STORMWATER, AND STREET  
EXTENSION DOCUMENTS**

**CERTIFICATE OF INSURANCE**