Agenda Home

CITY COUNCIL MEETING
October 20, 2015 – Agenda
Mt. Si Senior Center, 411 Main Ave. S., North Bend, Washington

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

CONSENT AGENDA:

			Pg.#
1) Minutes	Special Council Meeting and Regular Council Workstudy of September 22, 2015		**1**
2) Payroll	**October 5, 2015 – 27345** through **27352,** in the amount of **$142,049.54**		
3) Checks	**October 20, 2015 – 61731** through **61806,** in the amount of **$190,332.51**		
4) AB15-106	Motion – Authorizing Jail Contract with SCORE	Ms. Lindell	**5**
5) AB15-107	Ordinance – Amending 2015-2016 Budget Ordinance 1545	Ms. Masko	**23**
6) AB15-108	Resolution – Authorizing DEA for Maloney Grove 13 Lot Plat	Mr. Rigos	**35**
7) AB15-109	Resolution – Authorizing DEA for River Glen Plat	Mr. Rigos	**109**
8) AB15-110	Resolution – Granting Final Plat Approval for Si View Estates Div. 2	Mr. Rigos	**183**

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

COMMISSION AND COMMITTEE REPORTS:

Planning Commission
Parks Commission
Economic Development Commission

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

INTRODUCTIONS:

9) AB15-111	**Public Hearing,** Ordinance – Amending Taxes, Rates & Fees Schedule Regarding School Impact Fees	Ms. Burrell	**195**
10) AB15-112	Resolution – Authorizing Future 2015 Comp Plan Amendments RE Capital Facilities Element	Mr. McCarty	**227**
11) AB15-113	Motion – Authorizing Capacity Analysis RE Zoning Map for 2015 Comp Plan Update	Ms. Estep	**249**

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 SPECIAL CITY COUNCIL MINUTES
September 22, 2015
City Hall Conference Room, 211 Main Ave. N., North Bend, WA

CALL TO ORDER, ROLL CALL:

Mayor Hearing called the Special Meeting to order at 6:46 p.m.

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

Staff Present: Mayor Ken Hearing, City Administrator Londi Lindell, Community & Economic Development Director Gina Estep, City Engineer Don DeBerg, WWTP Manager Mark Fogle and Records Coordinator Kym Smith.

AB15-095 – Resolution 1693 Authorizing Purchase of WWTP Centrifuge Rotating Assembly

City Engineer DeBerg provided the staff report.

Councilmember Loudenback **MOVED**, seconded by Councilmember Gothelf to approve AB15-095, a resolution authorizing purchase of a new rotating assembly for the Wastewater Treatment Plant Centrifuge, in the amount of $138,000 plus tax & freight. The motion **PASSED** 6-0.

ADJOURNMENT:

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

The meeting adjourned at 7:04 p.m.

ATTEST:

Kenneth G. Hearing, Mayor

Kym Smith, Records Coordinator

DRAFT

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CITY OF NORTH BEND
CITY COUNCIL
WORKSTUDY NOTES
September 22, 2015 – 7:00 p.m.
City Hall Conference Room, 211 Main Ave. N., North Bend, WA

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

Councilmembers David Cook, Alan Gothelf, Ryan Kolodejchuk, Ross Loudenback, Jeanne Pettersen and Dee Williamson. Councilmember Rosen was excused.

Staff Present: Mayor Ken Hearing, City Administrator Londi Lindell, Community & Economic Development Director Gina Estep, and Records Coordinator Kym Smith.

Discussion on Proposed Zoning Map

Community & Economic Development Director Estep reviewed the proposed zoning amendments to the 2015 Comprehensive Plan as recommended by the Planning Commission. The following amendments and Council's preference for changes to each were discussed as follows:

1) Park Street High Density Residential (HDR) (with Limited Commercial Overlay District) to Downtown Commercial (DC) – Council recommended changing the adjacent King County parcel from its current zoning to Parks/Open Space.

2) Fourth Street rezoning of properties on north side of Fourth Street between Bendigo Blvd. and Ballarat Ave. from Neighborhood Business (NB) to DC – Council recommended changing the Youth Activity Center (YAK) parcel from its current zoning to Parks/Open Space.

3) SE Orchard Drive to rezone 3 properties on the east side of SE Orchard Drive from Low Density Residential (LDR) to HDR – Council recommended no change.

4) East North Bend Way, Torguson Park Vicinity, LDR to HDR with Limited Commercial Overlay District to rezone properties on north side of North Bend Way between Torguson Park entry and Thrasher Ave. – Council recommended this proposed amendment be discussed at a later time.

5) SE 140th to rezone certain properties on south side of 140th (currently in NB zone) to LDR – Council recommended keeping the current zoning and not changing to EP2.

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6) SE North Bend Way / 4 parcels from NB to EP2 zone - to rezone parcels from North Bend to EP2 – Council recommended keeping the current zoning and not changing to LDR.

7) Cedar Falls Way and East North Bend Way / Cottage Residential to HDR - by rezoning all Cottage Residential properties between North Bend Way and Cedar Falls Way to HDR - Council recommended keeping the current zoning and not changing to HDR.

8) Rezone of areas in LDR within floodplain of South Fork Snoqualmie River in the south end of town to new Constrained Low Density Residential (CLDR) zone – Council requested Ms. Estep provide two maps to be reviewed at a later date regarding this rezone. They requested one indicate the proposed change and the other include changing the Goldberg Parcel to CLDR.

Mayor Hearing requested two Councilmembers to attend the Affordable Housing Summit at Umpqua Bank on September 30, 2015 from 3pm to 6pm. Councilmembers Pettersen and Rosen volunteered to attend.

Adjournment

The workstudy closed at 8:04 p.m.

ATTEST:

_____ _____

Ken Hearing, Mayor Kym Smith, Records Coordinator

DRAFT

City Council Agenda Bill

SUBJECT:	Agenda Date: October 20, 2015 AB15-106	
A Motion Authorizing a Interlocal Agreement with South Correctional Entity or SCORE for Jail Services	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	
Cost Impact: Reduce Jail Costs	Public Works – Mark Rigos	
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 other possible 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, Chelan County and Yakima County for jail services and the purpose of this Agenda Bill would be to add SCORE 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
SCORE	No Fee	$145.00	Yes

*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. Because many of our bookings are misdemeanants they are often time short term bookings of one to three days and if they have a mental health issue and we are required to use King County this can cost us over $364 for 2 days in the King County jail. SCORE will provide us a lower cost alternative for mental health inmates where there is no booking fee and they can accept our mental health inmates.

The attached SCORE Jail Interlocal is effective through December 31, 2018. The non-guaranteed SCORE bed rate goes up to $157 in 2016. 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 11th meeting and recommended approval.

RECOMMENDED ACTION: **MOTION to approve AB15-106, authorizing an Interlocal Agreement with SCORE for jail services in form and content acceptable to the City Attorney.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
October 20, 2015		

AGREEMENT FOR INMATE HOUSING -- 2015

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

This Agreement is made in accordance with chapters 39.34.080, 39.34.180, and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility.

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

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City for the period October 1, 2015, through December 31, 2018.

2. Definitions.

Business Day – Monday through Friday excluding SCORE observed holidays.

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

Credit for Time Served – credit authorized by the sentencing court against the number of days to be served in confinement.

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

City Inmate – a person subject to City custody who is transferred to SCORE's custody under this Agreement.

Good Time – Time earned by Inmates for good behavior while in custody. Good Time will be awarded at the conclusion of an Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151

Inmate – persons transferred to SCORE's custody to be housed at the SCORE Facility, which shall include City Inmates.

Member City – shall have the meaning set forth in the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 among the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila, Washington, as amended from time to time.

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

Specialty Housing – Inmates classified and held within specialty populations, either in medical or mental health housing, or other Specialty Housing such as administrative segregation.

3. General Provisions. SCORE shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates

pursuant to SCORE policies and procedures and in the same manner as it provides housing, care and custody to other Inmates.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations.

4. **Right to Refuse or Return City Inmate.** To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City if the City Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide notice to the City at least one business day prior to transport if a City Inmate is being returned to the City. The cost of transport shall be paid by the City.

5. **Inmate Transport.** The City is responsible for the transportation of City Inmates to the SCORE Facility, including costs associated therewith. SCORE will provide transportation upon release to either the closest Member City of arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release.

6. **Inmate Medical Records.** Should a City Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, the City shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if City Inmates meet conditions identified in **Attachment A – Medical Acceptability.** If the City cannot provide such records, SCORE, in its sole discretion, may refuse to accept a City Inmate.

7. **Inmate Property.** SCORE shall accept City Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for City Inmate property actually delivered into SCORE's possession. SCORE shall hold and handle each City Inmate's personal property pursuant to SCORE policies and procedures and in the same manner it holds and handles property of other 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 process the City Inmate's property not delivered and accepted into SCORE's possession. When returning City Inmates to the City, SCORE shall transport City Inmate property according to the provisions of **Attachment B – Property**, and it shall be the responsibility of SCORE to process any of the City Inmate's property not transported with the City Inmate.

8. **Booking.** City Inmates shall be booked pursuant to SCORE's booking policies and procedures.

Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the City 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.

9. **Classification.** City Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The City shall provide information regarding each City Inmate as specified in **Attachment C – Classification**.

10. **Housing.** City Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE.

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

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

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

SCORE shall notify the City's designee(s) via electronic means, including e-mail or fax, at the notice address identified in this Agreement if a City Inmate requires medical, mental health, dental, or other medical services at an outside medical or health care facility. The City shall be responsible to promptly notify SCORE of any changes in its designee(s).

SCORE shall notify the City within a reasonable time period before the City Inmate receives medical, mental health, dental or any other medical services outside of the SCORE Facility. The City acknowledges that such notice may not be reasonably possible prior to emergency care.

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for City Inmates outside of the SCORE Facility. Pharmaceuticals prescribed for the treatment of Hepatitis, HIV, and biologics are not covered within the daily rate. 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 SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services for an additional charge if staff is available.

Outside medical expenses for City Inmates housed on behalf of more than one jurisdiction shall be the sole responsibility of the City, which will be solely responsible to recoup these expenses from other jurisdictions.

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

14. **Removal from the SCORE Facility.** Except for work programs or health care, and during emergencies, City Inmates shall not be removed from the SCORE Facility without written authorization from the City or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing.** In the event of the City Inmate's emergency removal, SCORE shall notify the City by electronic means, including e-mail or fax, as soon as reasonably possible. No early release or alternative to incarceration, home detention, or

work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. SCORE shall provide reasonable scheduled visitation for attorneys, spouses, family and friends of City Inmates. Inmate visitation by friends and family may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video access is available at the SCORE facility. Off-site professional visits (legal and religious) will be provided without additional costs to the City.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to City Inmates to communicate with their legal counsel. City will provide to SCORE any numbers inmates should use to reach legal counsel.

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

In the event that SCORE contracts with a company/business that furnishes technology for wireless inmate account crediting, the City may allow SCORE (or SCORE'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 arising from such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Warrants/Other Court Orders/Detainers**.

19. Releases. Inmates will be released in accordance with **Attachment F – Inmate Release**.

SCORE 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. Jail Sentence Calculations. SCORE will award Good Time credits for Inmates in custody in accordance with state law and any policies adopted by SCORE. City is responsible to notify SCORE of any credit days awarded for time served by use of court commitment forms.

21. Release of Holds and Court Appearances. If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar ($25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

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

23. Death. If a City Inmate dies while in SCORE custody, SCORE shall notify the City as soon as reasonably possible. The King County Medical Examiner shall assume custody of the City Inmate's body. Unless another agency becomes responsible for investigation,

SCORE's Member Cities 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, SCORE shall serve as a liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

The City shall provide SCORE 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 SCORE arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associated with this request.

24. Reporting Requirements. SCORE will work with the City to provide access to jail management systems that provide statistical information about Inmates. Other reports may be available within standard workload limitations.

25. City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the City may interview City Inmates and review City Inmates' records. The City shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless City is properly authorized to do so by the Inmate or the other jurisdiction.

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

27. Bed Rate. In consideration of SCORE's commitment to provide emergency housing for City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

2015 Guaranteed Bed Rate: $97

2016 Guaranteed Bed Rate: $105

The City hereby selects to guarantee XXX beds.

or

The City declines to guarantee beds and wil pay the Non-Guaranteed bed rate. _____.

2015 Non-Guaranteed Bed Rate: $145

2016 Non-Guaranteed Bed Rate: $157

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

28. Specialty Housing Surcharge. Should the City have Inmates that are in specialty housing for more than 24 hours, SCORE may charge and a housing surcharge of $50 for each and every calendar day through December 31, 2015 when the Specialty Housing Surcharge will expire.

29. Billing and Payment. SCORE 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 SCORE Facility and date and time released from SCORE and

itemization of any additional charges including a description of the service provided, date provided and reason for service.

SCORE shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of one percent per month until payment is received.

The Daily Rate for City Inmates housed on charges from multiple agencies will be divided equally among those agencies.

30. Billing and Dispute Resolution. Withholding of any amount billed or alleging that any Party is in violation of any provision of this Agreement shall constitute a dispute, which shall first attempt to be resolved as follows, and as a mandatory predicate to termination as provided in Section 36.C:

For billing and other disputes:

A. City must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges.

B. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes.

C. For both billing and other types of disputes, SCORE and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the City must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

31. Operations Board Representatives. In accordance with the SCORE Interlocal Agreement, Section 6, Subsection A, membership of the Operations Board will include two (2) at-large members selected, by majority vote, of the contract agencies to represent the contract agencies. At the time set for election of the at-large members, only the representatives of the contract agencies, then in attendance, will participate in the election of at-large members. The at-large members shall serve one-year terms, unless otherwise determined by the majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

32. Duration of Agreement. The duration of this Agreement shall be from October 1, 2015, at 12:00 A.M. and shall end at 11:59 P.M., on December 31, 2018, unless otherwise terminated in accordance with Section 35 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the City.

33. Independent Contractor. In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the 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.

34. Hold Harmless, Defense, and Indemnification. SCORE 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, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE 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 SCORE in connection with or incidental to the performance or non-performance of the City's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

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

SCORE and the 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.

35. Insurance. SCORE and the 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.

SCORE and the 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 policies shall provide coverage on an occurrence basis.

36. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between SCORE and the City with 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 the SCORE Facility present an imminent risk of serious injury or death to the City's Inmates ("Imperiling Conditions"); 2) the City has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE 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 45 days after SCORE receives the City's notice. Termination pursuant to this section 34(B) shall be effective if and when: 1) after at least 45 days, SCORE has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates; and 3) the City has given SCORE formal written notice of final termination pursuant to this Section 36.B.

C. Material Breach: Subject to compliance with Section 30 above, 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 90 days, unless the parties agree in writing to a longer cure period.

37. 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.

38. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq*.). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.

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

40. 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.

41. 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.

42. 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.

43. 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 authorized signatory(ies) and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed pursuant to RCW 39.34.040.

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

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

This Agreement may be executed in any number of counterparts.

45. 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 CONTRACT AGENCY:

_____

_____

_____

_____

_____

TO SCORE: Executive Director
20817 17th Avenue South
Des Moines, Washington 98198
Phone: (206) 257-6200
Fax: (206) 257-6310

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.

SIGNATURE BLOCKS	
Agency:_____	South Correctional Entity
By:_____	By:_____
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

ATTACHMENT A

MEDICAL ACCEPTABILITY

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

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

ATTACHEMENT B

PROPERTY

SCORE 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. SCORE 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 pocket knives).
   d) Liquids.
   e) Helmets or any kind.
   f) Any items that will not fit into the property bag.
   g) Material deemed to be contraband.

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

ATTACHMENT C

CLASSIFICATION

The City shall supply SCORE with the following Classification related information, if 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.

ATTACHMENT D

BORROWING

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

1. If a contracting agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE's facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

ATTACHMENT E

WARRANTS/OTHER COURT ORDERS/DETAINERS

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

1. When receiving a City Inmate, the Booking Officers shall review all paperwork provided by the City for all grounds to hold the Inmate.
2. Prior to releasing a City Inmate, SCORE 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, SCORE 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, SCORE 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, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
   c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
   d) If, upon return from SCORE to the City, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. SCORE will not accept ICE detainers for the purpose of holding inmates in custody.

ATTACHMENT F

INMATE RELEASE

SCORE personnel will release City Inmates as follows:

1. To the City for return to the Inmate's residence or closest Member City of arrest.
2. City Inmates for whom bail is posted, or who otherwise have a right to be released may:
   a) Choose to remain in custody, by signing written waiver, and return to City by the regularly scheduled transport.
   b) Be released to a family member or friend with confirmed transportation.
   c) Be released via private taxi.

City Council Agenda Bill

SUBJECT:	Agenda Date: October 20, 2015 AB15-107	
An Ordinance Amending the 2015-2016 Budget Ordinance 1545 to Reflect Changes in Revenues and Expenditures	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	
	Finance – Dawn Masko	X
Cost Impact: N/A	Public Works – Mark Rigos	
Fund Source: Multiple		
Timeline: Immediate		

Attachments: Ordinance, Exhibit A, Exhibit B

SUMMARY STATEMENT:

It is a prudent financial practice to periodically adjust an adopted budget to reflect major revenue or expenditure items that occur during the year and were unanticipated during the budget process. It is not uncommon that Council may approve unanticipated expenditures during the course of the year. Budget amendments are needed to address these issues and ensure that we adjust revenues or appropriations as necessary to keep us within authorized budget limits per Washington State law. Additionally, budget amendments better reflect each fund's anticipated ending fund balances. The State Auditor expects such adjustments to occur.

This budget amendment primarily consists of miscellaneous and housekeeping adjustments. Miscellaneous adjustments typically account for unanticipated expenditure items and revenue adjustments, recognizing revenues and expenditures due to grants, insurance recoveries and settlements, and donations. Housekeeping adjustments account for corrections and adjustments due to necessary accounting rules and the adjustment of beginning fund balances to equal the prior year actual ending fund balances.

Detail regarding specific budget line item changes being recommended for adjustment is contained in Exhibit B to the Ordinance. Highlights include:

General Fund (001):

- Increase appropriation for jail services.
- Increase appropriation for fire investigation services.
- Increase appropriation to reflect Events Coordinator salary and mandatory benefits.
- Decrease appropriation for King County animal control services.
- Increase transfers-out to Street Fund (001), Capital Streets Fund (102), and Economic Development Fund (108) for increased fund expenditures.
- Reduce transfer-out to Capital Projects Fund for Civic Center project (310-300).
- Increase appropriation in the General Fund (001) for 2014 transient camp patrols and extra emphasis patrols by the Snoqualmie Police Department as previously authorized.
- Increase appropriation in the General Fund (001) for HVAC system repairs.

Special Revenue Funds:

- Increase appropriation in the Capital Streets Fund (102) for professional services for topographic survey, engineering and consulting services.
- Add appropriation in the Capital Streets Fund (102) for Transportation Impact Fee Study.
- Increase transfer-out from Capital Streets Fund (102) to Capital Projects Fund for North Bend Way Sidewalks project (310-044), and 14th Street repairs project (310-100-010).

City Council Agenda Bill

- Decrease transfer-out from Capital Streets Fund (102) to Streets Overlay Fund (103).
- Add appropriation in the Streets Overlay Fund (103) for pavement management study.
- Increase transfer-out from Park Impact Fees (106) to EJ Roberts Park capital projects fund (310-200-004).
- Increase appropriation in the Development Project Fund (125) to reflect actual activity.

Capital Project Funds:

- Increase appropriations in the Municipal Projects Fund (310) for Downtown Plaza, Bendigo at Park right turn lane, NE 14th Street Reconstruction, and EJ Roberts Park capital projects.
- Decrease appropriations in the Municipal Projects Fund (310) for Torguson Park Trails & Plaza and Restrooms/Concessions projects (majority of activity to occur in 2016).
- Decrease appropriation in Capital Improvements (REET) Fund (320) for 2010 Water/Sewer Bond principal payment due to recent bond refinancing.
- Decrease transfer-out from Capital REET Fund (320) to Municipal Projects Fund (310) for NB Way/Park Roundabout project.
- Recognize increased Real Estate Excise Tax proceeds in Capital REET Fund (320).

Utility Funds:

- Increase appropriation in Water Fund (401) for operating supplies, repairs & maintenance, and mitigation water purchases.
- Increase appropriation in Water Fund (401) for 412th Street Water Main replacement project and NE 12th Street Improvements design.
- Decrease PWTF Loan Proceeds for 415th Water Main Replacements in Water Fund.
- Decrease appropriation in Sewer Fund (402) for salaries & benefits due to prolonged hiring process for Wastewater Treatment Plant staff.
- Increase appropriation in Sewer Fund (402) for operating supplies, repairs & maintenance, ULID #6 legal fees, utilities, and professional services.
- Increase appropriation in Sewer Fund (402) for centrifuge rotating assembly.
- Recognize insurance receipts in Sewer Fund (402).
- Add appropriation in Storm Fund (404) for 2015 Refunding Bonds issuance costs and escrow deposit.
- Increase appropriation in Storm Capital Fund (404-500) for Ribary Creek Basin Analysis and NE 14th Street Improvements project design.

ULID Funds:

- Add appropriations in the ULID #6 Bond Redemption Fund (451) and ULID #6 Bond Reserve Fund (452) for escrow deposit, interest and issuance costs for the recent 2015 Bond Refinancing.

COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee will review this ordinance at their October 20th meeting.

RECOMMENDED ACTION: **MOTION to approve AB15-107, an ordinance amending the 2015 Budget, as a first and final reading.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
October 20, 2015		

ORDINANCE

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

WHEREAS, the City Council adopted the City's 2015-2016 Budget pursuant to Ordinance No. 1545 on December 2, 2014 and revised the budget pursuant to Ordinance No. 1550 and Ordinance No. 1559; and

WHEREAS, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 1545 and amended in Ordinance No. 1550 and Ordinance No. 1559; and

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

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

Section 1. The 2015 Budget, as amended in Ordinance No. 1559, is hereby amended as set forth in Exhibit "A".

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

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

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

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the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF OCTOBER, 2015.

CITY OF NORTH BEND:

_____

Kenneth G. Hearing, Mayor

APPROVED AS TO FORM:

_____

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

_____

Susie Oppedal, City Clerk

Published:
Effective:

Agenda Ho

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

FUND	REVENUES AND OTHER SOURCES			EXPENDITURES AND OTHER USES			ENDING
	Current Budget	Adjustment	Revised Budget	Current Budget	Adjustment	Revised Budget	BALANCE
Operating							
General							
001 General	$ 7,077,755	$ 73,467	$ 7,151,222	$ 6,166,221	$ 220,351	$ 6,386,572	$ 764,650
Subtotal General Fund	**7,077,755**	**73,467**	**7,151,222**	**6,166,221**	**220,351**	**6,386,572**	**764,650**
Special Revenue							
101 Street	691,493	8,884	700,377	691,493	8,884	700,377	-
102 Capital Streets	369,019	12,400	381,419	344,831	36,588	381,419	-
103 Streets Overlay	173,433	(31,066)	142,367	40,000	15,000	55,000	87,367
106 Mitigation & Impact Fees	1,233,551	32,432	1,265,983	154,304	204,792	359,096	906,887
107 Hotel/Motel Tax	13,420	-	13,420	9,000	-	9,000	4,420
108 Economic Development	123,188	12,111	135,299	123,188	12,111	135,299	-
116 Park Capital Improvement	127,468	-	127,468	65,082	-	65,082	62,386
125 Developer Projects (CED)	478,499	170,000	648,499	351,530	198,470	550,000	98,499
Subtotal Special Revenue Funds	**3,210,071**	**204,761**	**3,414,832**	**1,779,428**	**475,845**	**2,255,273**	**1,159,559**
Debt Service							
215 2010 LTGO Debt - Tollgate	194,576	-	194,576	194,576	-	194,576	-
216 2011 Fire Station Bond Redemption	362,227	-	362,227	183,700	-	183,700	178,527
217 2012 LTGO TBD Bond Redemption	160,396	-	160,396	148,400	-	148,400	11,996
218 2015 LTGO Bond Redemption	37,359	-	37,359	37,359	-	37,359	-
Subtotal Debt Service Funds	**754,558**	**-**	**754,558**	**564,035**	**-**	**564,035**	**190,523**
Total Operating Funds	**11,042,384**	**278,228**	**11,320,612**	**8,509,684**	**696,196**	**9,205,880**	**2,114,732**
Capital Improvement							
310 Municipal Projects	1,806,223	204,707	2,010,930	1,046,033	18,448	1,064,481	946,449
320 Capital Improvement (REET)	865,931	120,000	985,931	495,992	(49,903)	446,089	539,842
Subtotal Capital Improv. Fund	**2,672,154**	**324,707**	**2,996,861**	**1,542,025**	**(31,455)**	**1,510,570**	**1,486,291**
Enterprise							
401 Water Operations & Capital	4,258,470	(360,868)	3,897,602	1,693,170	89,063	1,782,233	2,115,369
402 Sewer Operations & Capital	3,667,633	253,309	3,920,942	2,431,903	339,261	2,771,164	1,149,778
404 Storm Operations & Capital	1,465,325	915,720	2,381,045	744,427	1,000,127	1,744,554	636,491
404 Flood Operations	714,234	900	715,134	125,120	1,476	126,596	588,538
405 Solid Waste & Recycling Operations	229,502	(8,551)	220,951	40,554	1,185	41,739	179,212
451 ULID #6 Revenue Bond Redemption	3,680,869	9,029,760	12,710,629	1,498,913	9,245,128	10,744,041	1,966,588
452 ULID #6 Revenue Bond Reserve	1,783,691	-	1,783,691	-	533,465	533,465	1,250,226
Subtotal Enterprise Funds	**15,799,724**	**9,830,270**	**25,629,994**	**6,534,087**	**11,209,705**	**17,743,792**	**7,886,202**
Internal Service							
501 Equipment Operations	340,934	-	340,934	340,934	-	340,934	-
501 Technology Operations	151,205	6,000	157,205	151,205	6,000	157,205	-
502 Equipment Reserve	372,428	-	372,428	-	-	-	372,428
502 Technology Reserve	69,970	2,136	72,106	12,150	-	12,150	59,956
Subtotal Internal Service Fund	**934,537**	**8,136**	**942,673**	**504,289**	**6,000**	**510,289**	**432,384**
Total Budget	**$ 30,448,799**	**$ 10,441,341**	**$ 40,890,140**	**$ 17,090,085**	**$ 11,880,446**	**$ 28,970,531**	**$ 11,919,609**

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

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
General Fund (001)			**General Fund (001)**		
Local Retail Sales & Use Tax	001-000-000-313-11-00-00	$ 38,920	Human Resources expenses	001-000-013-513-10-41-01	$ 1,000
Public Safety Sales Tax	001-000-000-313-15-00-00	4,200	Leasehold Excise Tax	001-000-014-514-20-44-00	2,425
Criminal Justice Sales & Use Tax	001-000-000-313-71-00-00	16,440	Printing - Budget Document	001-000-014-514-20-49-02	1,425
B&O Tax	001-000-000-316-10-00-00	10,000	Other Contracted Services	001-000-014-514-20-49-03	(3,800)
B&O - Private Utilities	001-000-000-316-40-00-00	(20,350)	Facility Maintenance Supplies	001-000-018-518-30-31-00	600
Gambling Tax	001-000-000-316-81-00-00	(4,228)	Citywide Office Supplies	001-000-018-518-90-31-00	1,500
Special Events Permits	001-000-000-321-70-00-00	6,000	Technology Operating (501-100)	001-000-018-518-88-41-05	2,881
Cable TV Franchise Fees	001-000-000-321-91-00-01	5,685	Postage	001-000-018-518-90-42-02	(1,000)
Building Permits	001-000-000-322-10-00-00	13,000	City Hall Copier Rental	001-000-018-518-90-45-00	(2,000)
Plumbing Permits	001-000-000-322-10-00-01	(2,500)	Utilities - City Hall	001-000-018-518-90-47-00	6,000
Sign Permits	001-000-000-322-10-00-05	(600)	City Hall - HVAC System	001-000-018-594-18-64-00	6,712
GMA Grants	001-000-000-334-04-20-00	4,500	Contracted Police Services - Special Events	001-000-021-521-20-51-04	2,275
Liquor Excise Tax	001-000-000-336-06-94-00	(4,200)	Fire Investigation Services - King County	001-000-022-522-30-51-00	11,438
Fire Plan Review Fees	001-000-000-345-83-00-02	(20,000)	EF&R - Equipment Reserve Contribution	001-000-022-594-22-64-00	(8,877)
Issaquah Muni Court - DUI Fines	001-000-000-355-20-00-01	1,300	Jail Contract	001-000-023-523-60-51-00	150,000
Issaquah Muni Court - Criminal Traffic Fines	001-000-000-355-80-00-02	700	Salary & Wages - Events Coordinator	001-000-070-573-90-10-00	10,566
Issaquah Muni Court - Other Non-Traffic Fines	001-000-000-356-90-00-01	800	Personnel Benefits - Events Coordinator	001-000-070-573-90-20-00	1,659
Issaquah Muni Court - Criminal Fines	001-000-000-356-90-00-02	600	Events Coordinator Computer	001-000-070-594-70-64-00	1,085
Issaquah Muni Court - Public Defender Fees	001-000-000-357-33-00-00	1,000	Parks - Overtime	001-000-076-576-80-10-01	4,950
Issaquah Muni Court - Warrant/Subpoena Fees	001-000-000-357-34-00-00	3,500	Parks - Professional Services	001-000-076-576-80-41-00	7,500
False Alarm Penalties	001-000-000-359-90-00-00	800	Parks - Custodial Services	001-000-076-576-80-41-03	(1,800)
Utility Penalties & Interest	001-000-000-359-90-00-01	(10,000)	Transfer to Civic Center (310-300)	001-000-097-597-00-00-05	(5,948)
B&O Tax Penalties	001-000-000-359-90-00-02	(1,700)	Transfer to Street Fund (101)	001-000-097-597-42-00-00	7,723
Investment Interest	001-000-000-361-11-00-00	1,500	Transfer to Capital Streets Fund (102)	001-000-097-597-42-00-01	12,400
Interest on Notes, Taxes & Loans	001-000-000-361-40-00-00	600	Transfer to Economic Development Fund (108)	001-000-097-597-52-00-01	12,1[illegible]
Space/Facility Lease - Long-term	001-000-000-362-50-00-00	2,000	Worker's Comp Retro Program	001-000-099-517-60-41-00	8[illegible]
AWC Grant	001-000-000-367-11-00-00	500	Technology Reserve (502-100)	001-000-099-518-90-41-00	2,0[illegible]
Transfer from Development Projects - Staff Time	001-000-000-397-58-00-00	10,000	Conservation Futures Assessment	001-000-099-576-80-44-00	(4[illegible]
Transfer from Development Projects - CIP Proj Mgr	01-000-000-397-58-00-01	15,000	AWC-RMSA - Property/Liability Insurance	001-000-099-518-90-46-00	7[illegible]
			Puget Sound Regional Council Dues	001-000-099-511-60-49-00	1[illegible]
			Election Services	001-000-099-514-40-51-00	(8,0[illegible]
			Voter Registration Services	001-000-099-514-90-51-00	10,6[illegible]
			Air Pollution Control	001-000-099-553-70-51-00	8[illegible]
			King County Animal Control Services	001-000-099-554-30-51-00	(8,4[illegible]
			Domestic Violence Legal Services	001-000-099-565-50-51-01	1,000
Total General Fund Adjustment		**$ 73,467**	**Total General Fund Adjustment**		**$ 220,3[illegible]**

Agenda H[illegible]

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

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
Street Fund (101)			**Street Fund (101)**		
Street Permits	101-000-000-322-40-00-00	$ (1,300)	Overtime	101-000-000-542-90-10-01	$ 2,150
Street Maintenance & Repair	101-000-000-344-10-00-00	1,200	Safety/Work Clothing & Boots	101-000-000-542-90-20-01	800
AWC Loss Control Grant	101-000-000-367-07-00-00	1,000	Vegetation Control Supplies	101-000-000-542-80-31-00	(1,500)
Transfer from General Fund	101-000-000-397-42-00-00	7,723	Technology Operating (501-100)	101-000-000-542-90-41-07	134
Insurance Recoveries	101-000-000-398-00-00-00	261	Technology Reserve (502-100)	101-000-000-542-90-41-08	1,000
			Cellular Communications	101-000-000-542-90-42-01	(400)
			Utilities - Street Lights	101-000-000-542-63-47-00	2,700
			Asphalt Repairs	101-000-000-542-30-48-01	2,000
			Traffic Control Devices Repair/Maintenance	101-000-000-542-64-48-00	5,000
			Repairs & Maintenance	101-000-000-542-90-48-00	2,000
			PW Shop - Sewer System Connection	101-000-000-543-50-63-00	(5,000)
Total Street Fund Adjustment		**$ 8,884**	**Total Street Fund Adjustment**		**$ 8,884**
Capital Streets Fund (102)			**Capital Streets Fund (102)**		
Transfer from General Fund for TIF Study	102-000-000-397-00-00-00	$ 12,400	Personnel Benefits	102-000-000-543-10-20-00	$ 304
			Professional Services	102-000-000-543-10-41-00	14,300
			Transportation Impact Fee Study	102-000-000-544-40-41-01	12,400
			Education/Training	102-000-000-543-30-49-01	(700)
			Transfer to Street Overlay Fund	102-000-000-597-42-00-01	(31,066)
			Transfer to NB Way Sidewalks (310-044)	102-000-000-597-95-63-14	32,425
			Transfer to 14th Street Repairs (310-100-010)	102-000-000-597-95-63-17	8,925
Total Streets Capital Fund Adjustment		**$ 12,400**	**Total Capital Streets Fund Adjustment**		**$ 36,588**
Streets Overlay Fund (103)			**Streets Overlay Fund (103)**		
Transfer from Capital Streets Fund (102)	103-000-000-397-42-00-00	$ (31,066)	Pavement Management Study	103-000-000-542-30-41-00	$ 15,000
Total Streets Overlay Fund Adjustment		**$ (31,066)**	**Total Streets Overlay Fund Adjustment**		**$ 15,000**
Impact Fees & Mitigation Fund (106)			**Impact Fees & Mitigation Fund (106)**		
Park Impact Fees	106-200-000-345-85-00-00	$ 32,432	Park Signage - move to 2016	106-200-000-594-76-63-02	$ (10,000)
			Tollgate Park Inspections	106-200-000-594-76-63-03	1,532
			Transfer to EJ Roberts Park (310-200-004)	106-200-000-597-00-00-03	213,260
Total Impact Fees & Mitigation Fund Adjustment		**$ 32,432**	**Total Impact Fees & Mitigation Fund Adjustment**		**$ 204,792**
Economic Development Fund (108)			**Economic Development Fund (108)**		
Transfer from General Fund	108-000-000-397-52-00-01	$ 12,111	Salary & Wages	108-000-000-558-70-10-00	$ 6,600
			Personnel Benefits	108-000-000-558-70-20-00	1,330
			VIC Custodial Services	108-000-000-557-30-41-02	2,700
			Downtown Master Plan Implementation	108-000-000-558-70-41-07	(5,000)
			Technology Operating (501-100)	108-000-000-558-70-41-10	1
			Technology Reserve (502-100)	108-000-000-558-70-41-11	1,000
			Historic Restoration Grants	108-000-000-558-70-41-12	3,000
			VIC Utilities	108-000-000-557-30-47-01	5,400
			Dues/Memberships/Miscellaneous	108-000-000-558-70-49-00	(600)
			Tourism Signage	108-000-000-594-58-63-00	(2,400)
Total Economic Development Fund Adjustment		**$ 12,111**	**Total Economic Development Fund Adjustment**		**$ 12,111**

Agenda H

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

REVENUES & OTHER SOURCES				EXPENDITURES & OTHER USES			
Description	Account Number		Amount	Description	Account Number		Amount
Development Projects Fund (125)				**Development Projects Fund (125)**			
Developer Deposits	125-000-000-345-89-00-00	$	170,000	Developer Projects - Consultants	125-000-000-559-30-41-00	$	155,000
				Developer Projects - Misc.	125-000-000-559-30-49-00		20,000
				Transfer to General Fund - Dev Proj Staff Time/Proj Mgr	125-000-000-597-00-00-01		23,470
Total Developer Projects Fund Adjustment		**$**	**170,000**	**Total Developer Projects Fund Adjustment**		**$**	**198,470**
Municipal Projects Fund (310)				**Municipal Projects Fund (310)**			
Transfer from Capital Streets Fund (102)	310-000-044-397-95-63-00	$	32,425	Downtown Plaza - Design	310-100-004-595-64-63-00	$	90,746
Transfer from Capital Imp (REET) Fund (320)	310-100-003-397-00-00-01		(59,184)	Cedar Falls Sidewalk - Construction	310-100-007-595-61-63-00		8,000
Transfer from Capital Imp (REET) Fund (320)	310-100-004-397-00-00-03		1,717	Bendigo @ Park - Right Turn Lane - Design	310-100-008-595-30-63-00		43,497
Transfer from Capital Imp (REET) Fund (320)	310-100-007-397-00-00-00		7,564	NE 12th Street - Emergency Repairs	310-100-009-595-30-63-01		225
Transfer from Capital Streets Fund (102)	310-100-009-397-95-63-00		(625)	NE 14th Street Reconstruction - Design	310-100-010-595-30-63-00		8,925
Transfer from Capital Streets Fund (102)	310-100-009-397-95-63-01		625	NE 14th Street Reconstruction - Tree Removal	310-100-010-595-30-63-01		7,013
Transfer from Capital Streets Fund (102)	310-100-010-397-95-63-00		8,925	Torguson Park Trails & Plaza - Design	310-200-001-594-76-61-00		54,640
Transfer from Park Impact Fees (106-200)	310-200-004-397-00-00-00		213,260	Torguson Park Trails & Plaza - Construction	310-200-001-594-76-61-01		(254,700)
				Torguson Park New Bathrooms - Design	310-200-003-594-76-62-00		93,640
				Torguson Park New Bathrooms - Construction	310-200-003-594-76-62-01		(250,000)
				EJ Roberts Park - Design	310-200-004-594-76-63-00		35,000
				EJ Roberts Park - Construction	310-200-004-594-76-63-01		181,462
Total Municipal Projects Fund Adjustment		**$**	**204,707**	**Total Municipal Projects Fund Adjustment**		**$**	**[illegible]**
Capital Improvements (REET) Fund (320)				**Capital Improvements (REET) Fund (320)**			
Real Estate Excise Tax - Local .25%	320-000-000-318-34-00-00	$	60,000	2010 Water/Sewer Bond - Principal	320-000-000-591-76-72-01	$	(19,045)
Real Estate Excise Tax - Capital .25%	320-000-000-318-35-00-00		60,000	Transfer to NB Way/Park Roundabout (310-100-003)	320-000-000-597-95-00-07		(40,139)
				Transfer to Cedar Falls Sidewalk (310-100-007)	320-000-000-597-95-00-61		7,564
				Transfer to Downtown Plaza (310-100-004)	320-000-000-597-95-63-06		1,717
Total Capital Improvements (REET) Fund Adjustment		**$**	**120,000**	**Total Capital Improvements (REET) Fund Adjustment**		**$**	**(49,903)**
Water Operations & Capital Fund (401)				**Water Operations & Capital Fund (401)**			
Water Metered Sales	401-000-000-343-40-00-00	$	29,000	Salaries & Wages	401-000-000-534-10-10-00	$	(18,600)
Water Meter Drop	401-000-000-343-40-00-01		(8,000)	Overtime	401-000-000-534-10-10-00		3,500
Investment Interest	401-000-000-361-11-00-00		2,400	Personnel Benefits	401-000-000-534-10-20-00		(19,000)
PWTF Loan Proceeds - 415th Water Main	401-000-000-391-80-00-00		(291,268)	Operating Supplies	401-000-000-534-80-31-01		5,000
Water Facility Fee - Capital GFC	401-500-000-379-00-00-00		(93,000)	Small Tools & Equipment	401-000-000-534-80-35-00		40,500
				Technology Operating (501-100)	401-000-000-534-80-41-07		1,37[illegible]
				Technology Reserve (502-100)	401-000-000-534-80-41-08		(7[illegible])
				State Water Excise Tax	401-000-000-534-80-44-00		9,500
				AWC-RMSA Insurance	401-000-000-534-80-46-00		764
				Mitigation Water Purchase - SPU	401-000-000-534-80-47-01		10,000
				Repair & Maintenance	401-000-000-534-80-48-00		16,500
				Permits - Fees & Miscellaneous	401-000-000-534-80-49-00		(2,000)
				Other Contracted Services	401-000-000-534-10-49-03		1,3[illegible]
				WA State Auditor Charges	401-000-000-534-10-51-00		287
				PW Shop - Sewer Service Connection	401-000-000-594-34-63-01		(5,000)
				412th Street Water Main Replacement	401-200-004-594-34-63-00		13,600
				PWTF Loan - 415th Ave SE - Principal	401-000-000-591-34-78-02		55,506
				PWTF Loan - 415th Ave SE - Interest	401-000-000-592-34-83-02		(55,506)
				NE 12th Street Improvements - Design	401-500-004-594-34-63-00		32,000
Total Water Operations & Capital Fund Adjustment		**$**	**(360,868)**	**Total Water Operations & Capital Fund Adjustment**		**$**	**89,063**

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

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
Sewer Operations & Capital Fund (402)			**Sewer Operations & Capital Fund (402)**		
Sewer Service Charges	402-000-000-343-50-00-00	$ 70,000	Salaries & Wages	402-000-000-535-10-10-00	$ (45,000)
Sewer Application & Inspection	402-000-000-343-50-00-01	6,500	Overtime	402-000-000-535-10-10-01	9,600
Investment Interest	402-000-000-361-11-00-00	1,550	Personnel Benefits	402-000-000-535-10-20-00	(17,000)
Insurance Recoveries	402-000-000-372-20-00-00	44,001	Operating Supplies	402-000-000-535-80-31-00	7,000
Investment Interest - Capital	402-500-000-361-11-00-00	(800)	Small Tools & Equipment	402-000-000-535-80-35-00	38,000
Insurance Recoveries - Capital	402-500-000-372-20-00-00	120,058	Professional Services - Admin	402-000-000-535-10-41-00	4,800
Sewer Facility Fee - Capital GFC	402-500-000-379-00-00-00	12,000	Legal Fees - ULID #6	402-000-000-535-10-41-05	25,500
			Professional Services	402-000-000-535-80-41-00	160,000
			Lab Testing	402-000-000-535-80-41-03	6,350
			Contracted Services	402-000-000-535-80-41-04	(7,000)
			Technology Operating (501-100)	402-000-000-535-80-41-07	982
			Technology Reserve (502-100)	402-000-000-535-80-41-08	(1,040)
			State Sewer Excise Tax	402-000-000-535-80-44-00	2,000
			AWC RMSA Insurance	402-000-000-535-80-46-00	764
			Utilities	402-000-000-535-10-47-00	20,000
			Repair & Maintenance	402-000-000-535-80-48-00	25,000
			Repair & Maintenance - Admin	402-000-000-535-10-48-01	(1,000)
			Other Contracted Services	402-000-000-535-80-41-04	1,400
			PW Shop - Sewer Service Connection	402-000-000-594-35-63-01	(5,000)
			Capital Outlay - Technology	402-000-000-594-35-64-01	905
			Sewer System Flow Ultrasonic Monitoring Equipment	402-000-000-594-34-64-12	(25,000)
			Centrifuge Rotating Assembly	402-000-000-594-35-64-13	138,000
Total Sewer Operations & Capital Fund Adjustment		**$ 253,309**	**Total Sewer Operations & Capital Fund Adjustment**		**$ 339,261**
Storm Operations & Capital Fund (404)			**Storm Operations & Capital Fund (404)**		
Storm Drainage Service Charge	404-000-000-343-83-00-00	$ (14,000)	Salaries & Wages	404-000-000-531-31-10-00	$ (3,600)
Investment Interest	404-000-000-361-11-00-00	450	Personnel Benefits	404-000-000-531-31-20-00	(2,900)
2015 Refunding Bonds - Premium	404-000-000-392-00-00-00	64,270	Operating Supplies	404-000-000-531-38-31-00	(1,500)
2015 Refunding Bonds - Proceeds	404-000-000-393-00-00-00	850,000	Small Tools & Equipment	404-000-000-531-31-35-00	37
Storm Drain Facility Fee - Capital GFC	404-500-000-379-00-00-00	15,000	Professional Services	404-000-000-531-31-41-03	7,000
			Technology Operating (501-100)	404-000-000-531-31-41-07	421
			Technology Reserve (502-100)	404-000-000-531-31-41-08	(72)
			Equipment Rental	404-000-000-531-31-45-01	15,400
			AWC RMSA Insurance	404-000-000-531-31-46-00	75
			Street Sweeper Refuse Disposal	404-000-000-531-38-49-00	(2,000)
			Other Contracted Services	404-000-000-531-31-49-04	670
			PW Shop - Sewer Service Connection	404-000-000-594-31-63-02	(5,000)
			2015 Refunding Bonds - Escrow Deposit	404-000-000-599-31-74-00	903,938
			Priority 1 Bond - Interest	404-000-000-592-31-83-01	19,469
			2015 Refunding Bonds - Issuance Costs	404-000-000-589-31-89-00	10,250
			Ribary Creek Basin Analysis	404-500-000-538-32-41-01	7,000
			NE 12th Street Improvements - Design	404-500-000-594-31-63-00	(16,860)
			NE 12th Street Improvements - Construction	404-500-000-594-31-63-01	385
			Storm Drain Replacement - Retainage	404-500-004-594-31-63-03	4,003
			NE 14th Street Improvements - Design	404-500-005-594-31-63-00	8,975
			2015 Refunding Bonds - Escrow Deposit	404-500-000-593-31-74-00	54,021
Total Storm Operations & Capital Fund Adjustment		**$ 915,720**	**Total Storm Operations & Capital Fund Adjustment**		**$ 1,000,127**
Flood Operations Fund (404-100)			**Flood Operations Fund (404-100)**		
Flood Plain Development Permit	404-100-000-322-90-00-00	$ 500	Technology Operating (501-100)	404-100-000-531-91-41-07	$ 163

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

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
Investment Interest	404-100-000-361-11-00-00	400	Technology Reserve (502-100)	404-100-000-531-91-41-08	613
			Other Contracted Services	404-100-000-531-91-49-04	700
Total Flood Operations Fund Adjustment		**$ 900**	**Total Flood Operations Fund Adjustment**		**$ 1,476**
Solid Waste & Recycling Operations Fund (405)			**Solid Waste & Recycling Operations Fund (405)**		
King County Recycling Grant - Cleanup Day	405-000-000-337-07-00-00	$ 3,948	Salaries & Wages	405-000-000-537-10-10-00	$ 900
Interlocal Hazardous Waste Agreement	405-000-000-337-07-02-00	(12,689)	Overtime	405-000-000-537-10-10-01	80
Investment Interest	405-000-000-361-11-00-00	190	Personnel Benefits	405-000-000-537-10-20-00	55
			Professional Services	405-000-000-537-37-41-05	150
Total Solid Waste & Recycling Operations Fund Adjustment		**$ (8,551)**	**Total Solid Waste & Recycling Operations Fund Adjustment**		**$ 1,185**
ULID #6 Bond Redemption Fund (451)			**ULID #6 Bond Redemption Fund (451)**		
2015 Refunding Bonds - Premium	451-000-000-392-00-00-00	$ 634,760	2015 Refunding Bonds - Escrow Deposit	451-000-000-599-35-74-00	$ 8,928,213
2015 Refunding Bonds - Proceeds	451-000-000-393-00-00-00	8,395,000	2012 Revenue Bonds ULID #6 - Interest	451-000-000-592-35-83-00	213,131
			2015 Refunding Bonds - Issuance Costs	451-000-000-589-35-89-00	101,547
			ULID #6 Financing & Trustee Fees	451-000-000-592-35-89-00	2,237
Total ULID #6 Bond Redemption Fund Adjustment		**$ 9,029,760**	**Total ULID #6 Bond Redemption Fund Adjustment**		**$ 9,245,128**
ULID #6 Bond Reserve Fund (452)			**ULID #6 Bond Reserve Fund (452)**		
Beginning Fund Balance - Reserved	452-000-000-308-10-00-00	$ -	2015 Refunding Bonds - Escrow Deposit	452-000-000-593-35-74-00	$ 533,465
Total ULID #6 Bond Reserve Fund Adjustment		**$ -**	**Total ULID #6 Bond Reserve Fund Adjustment**		**$ 533,465**
Equipment Operations Fund (501)			**Equipment Operations Fund (501)**		
Beginning Fund Balance	501-000-000-308-80-00-00	$ -	Operating Supplies	501-000-000-548-68-31-00	$ (5,900)
			Repair & Maintenance	501-000-000-548-68-48-01	5,900
Total Equipment Operations Fund Adjustment		**$ -**	**Total Equipment Operations Fund Adjustment**		**$ -**
Technology Operations Fund (501)			**Technology Operations Fund (501)**		
Technology Operating - General Fund	501-100-000-348-80-00-00	$ 2,881	General Network Maintenance	501-100-000-518-88-48-01	$ 6,000
Technology Operating - Streets (101)	501-100-000-348-80-00-01	134			
Technology Operating - Econ Development (108)	501-100-000-348-80-00-02	41			
Technology Operating - Water (401)	501-100-000-348-80-00-03	1,378			
Technology Operating - Sewer (402)	501-100-000-348-80-00-04	982			
Technology Operating - Storm (404)	501-100-000-348-80-00-05	421			
Technology Operating - Flood (404-100)	501-100-000-348-80-00-06	163			
Total Technology Operations Fund Adjustment		**$ 6,000**	**Total Technology Operations Fund Adjustment**		**$ 6,000**
Technology Reserve Fund (502)			**Technology Reserve Fund (502)**		
Technology Reserve Contribution - Gen Fund Depts	502-100-018-348-80-00-00	$ 2,000			
Technology Reserve Contribution - Water	502-100-034-348-80-00-00	(716)			
Technology Reserve Contribution - Sewer	502-100-035-348-80-00-00	(1,040)			
Technology Reserve Contribution - Storm	502-100-038-348-80-00-00	(721)			
Technology Reserve Contribution - Flood	502-100-039-348-80-00-00	613			
Technology Reserve Contribution - Streets	502-100-042-348-80-00-00	1,000			
Technology Reserve Contribution - Econ Development	502-100-059-348-80-00-00	1,000			
Total Technology Reserve Fund Adjustment		**$ 2,136**	**Total Technology Reserve Fund Adjustment**		**$**
GRAND TOTAL - REVENUE ADJUSTMENTS		**$ 10,441,341**	**GRAND TOTAL - EXPENDITURE ADJUSTMENTS**		**$ 11,880,446**

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City Council Agenda Bill

SUBJECT:	Agenda Date: October 20, 2015 AB15-108	
A Resolution Authorizing a Developer Extension Agreement with Landmark Pacific Group LLC for Maloney Grove 13 Plat	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	
Cost Impact: N/A	Public Works – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline: Immediate		

Attachments: Resolution, Exhibit A - Developer Extension Agreement, Exhibit B - Vicinity Map

SUMMARY STATEMENT:

Landmark Pacific Group LLC submitted a preliminary plat application, Maloney Grove 13, for a 13-Lot Subdivision off of Maloney Grove Ave SE. Preliminary Plat approval occurred on March 3, 2015. Before the plat can be recorded, certain infrastructure improvements will need to be constructed including extensions of the City's water, sewer, stormwater, and street systems. Per Chapter 18.27 of 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 DEA.

A DEA has been prepared, reviewed by the City Attorney, and reviewed and accepted by Landmark Pacific Group LLC.

Once the improvements are constructed, a Bill of Sale will be signed by Landmark Pacific Group LLC and it will be presented to the Council along with a proposal to accept the improvements for ownership and maintenance by the City.

COMMITTEE REVIEW AND RECOMMENDATION: The DEA was discussed at the October 14th 2015 Transportation and Public Works Committee Meeting. It was recommended for approval and placement on the consent agenda.

RECOMMENDED ACTION: **MOTION to approve AB15-108, a resolution authorizing a Developer Extension Agreement with Landmark Pacific Group for the Maloney Grove 13 Plat.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
October 20, 2015		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE DEVELOPER EXTENSION AGREEMENT WITH LANDMARK PACIFIC GROUP LLC FOR MALONEY GROVE 13, 13-LOT SUBDIVISION INFRASTRUCTURE

WHEREAS, Landmark Pacific LLC has applied for and received preliminary plat approval for the proposed Maloney Grove 13, 13-Lot Subdivision off of Maloney Grove Avenue SE; and

WHEREAS, the conditions of approval for finalizing the Maloney Grove 13, 13-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 Maloney Grove 13, 13-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 being performed;

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

Section 1. The Developer Extension Agreement with Landmark Pacific LLC for infrastructure work associated with the proposed Maloney Grove 13, 13-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 20TH DAY OF OCTOBER, 2015.

CITY OF NORTH BEND:

_____
Kenneth G. Hearing, Mayor

APPROVED AS TO FORM:

_____
Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

_____
Susie Oppedal, City Clerk

Effective:
Posted:

DEVELOPER EXTENSION AGREEMENT DOCUMENTS

Water, Sewer, Stormwater, and Street

WATER, SEWER, STORMWATER, AND STREET EXTENSION DOCUMENTS

EXTENSION TITLE: Maloney Grove 13 - 13 Lot Plat

DATE: _____, 2015

DEVELOPER NAME: Landmark Pacific Group, LLC

MAILING ADDRESS: PO Box 2993
Issaquah, Wa. 98027

PHONE: (206) 619-2992

CONTACT: Peter O'Kane, Owner's Representative
Peter@westpacdevelopment.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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Certificate of Insurance 66

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

Name of Extension: **Maloney Grove 13 – 13 Lot Plat**

Owner:

Name: Landmark Pacific Group, LLC
Address: PO Box 2993
Issaquah, Wa 98027
Phone: (206) 619-2992

Developer

Name: Peter O'Kane
Westpac Development LLC
Address: PO Box 2993
Issaquah, Wa. 2993
Phone: (425) 295-7049

Developer's Agent

Name: Ray Miller
Encompass Engineering & Surveying
Address: 165 NE Juniper Street, Suite 201
Issaquah, WA 98027
Phone: (425) 392-0250

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

LANDMARK PACIFIC GROUP, LLC (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/or 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:

Maloney Grove 13 – 13 Lot Plat on King County Assessor Tax Parcel Number 102308-9022 with the following Legal Description:

Tax Parcel #102308-9153: The North 175 feet of the South 802 Feet of the West 209 feet of the SE ¼ of the SW ¼ of Section 10, Township 23 N., Range 08 E., W.M., less the State Highway, situate in King County, State of Washington;

Tax Parcel #102308-9022: West 209 feet of the South 627 feet of the SE ¼ of the SW ¼ of Section 10, Township 23 N., Range 08 E., W.M., situate in King County, State of Washington.

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 559± 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: 1,160± linear feet of 12-inch water mains and other applicable water system facilities and appurtenances located within the Maloney Grove Ave SE right-of-way.

B. Sewer Extension

The proposed sewer extension will consist of approximately 410± 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.

C. Stormwater Extension

The proposed stormwater extension will consist of approximately 2,672± linear feet of 6-inch to 12-inch stormwater mains, 6,150± 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: 426± linear feet of 6-inch to 12-inch stormwater mains, and other applicable stormwater system facilities and appurtenances located within the Maloney Grove Ave SE right-of-way.

D. Street Extension

The proposed street extension will consist of approximately 592± 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: 802± linear feet of half-street frontage improvements along Maloney Grove Ave SE 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 a resolution accepting the 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 a resolution accepting the 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:

1.	Administrative	$	500.00 (Estimate)
2.	Remaining Engineering Services	$	14,000.00 (Estimate)
3.	Construction Inspection	$	18,000.00 (Estimate)
4.	Legal Services	$	1,500.00 (Estimate)
5.	Final Plat Processing	$	5,000.00 (Estimate)
6.	Construction Cash	$	0.00
7.	Other Costs	$	0.00
	TOTAL DEPOSIT	$	39,000.00

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 one year 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:

_____

_____

_____

CITY OF NORTH BEND, King County, Washington

By:_____
Ken Hearing, Mayor

EXHIBIT A

Maloney Grove 13
13 Lot Subdivision
Plat

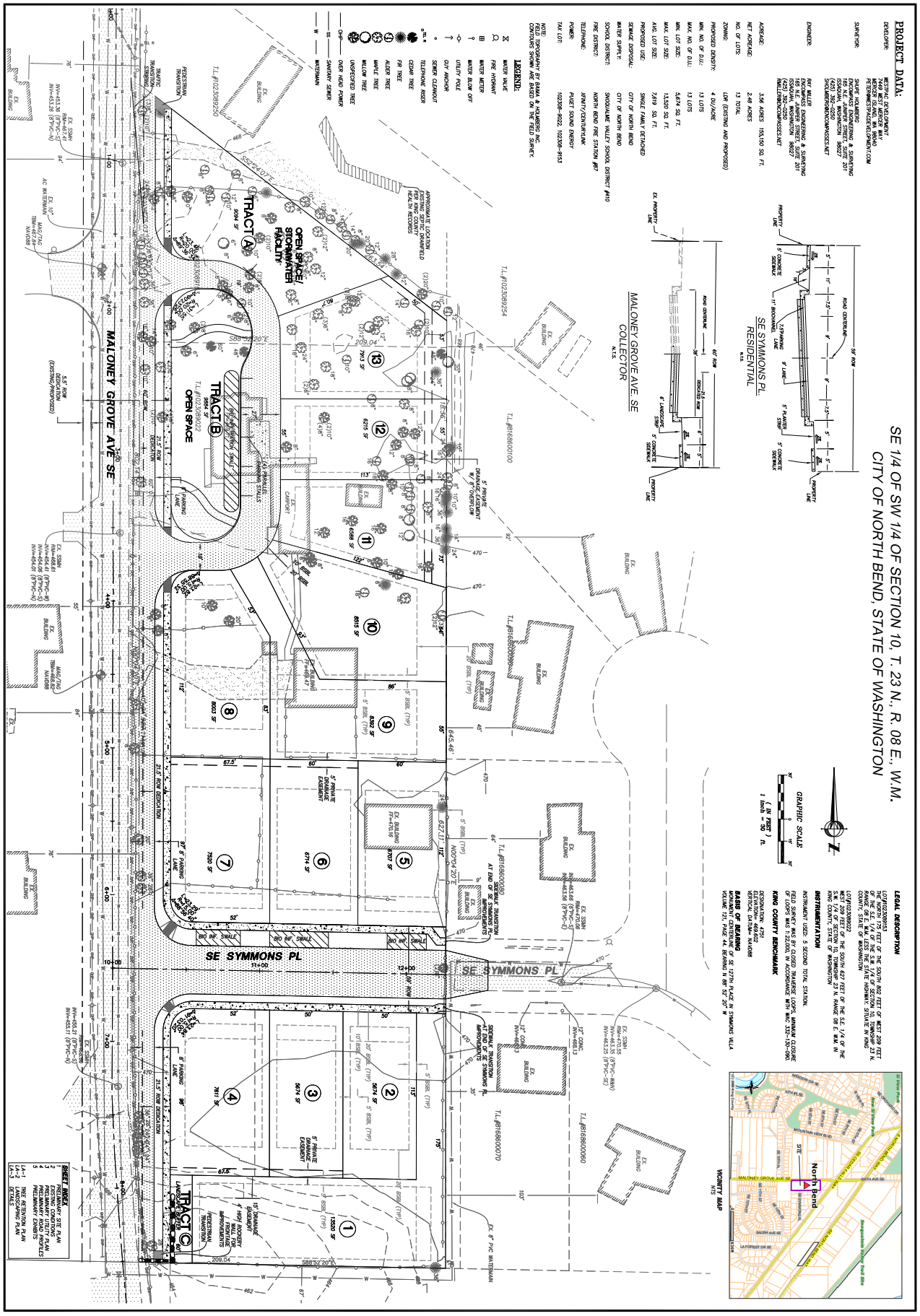
PROJECT DATA:
SE 1/4 OF SW 1/4 OF SECTION 10, T. 23 N., R. 08 E., W.M.
CITY OF NORTH BEND, STATE OF WASHINGTON
MALONEY GROVE AVE SE
SE SYMMONS PL
TRACT A
OPEN SPACE/ STORMWATER FACILITY
TRACT B
OPEN SPACE
TRACT C
LEGAL DESCRIPTION
INSTRUMENTATION
KING COUNTY BENCHMARK
BASIS OF BEARING
VICINITY MAP
GRAPHIC SCALE
LEGEND:
SHEET INDEX
REVISIONS
PRELIMINARY SITE PLAN
MALONEY GROVE 13
710 MALONEY GROVE, NORTH BEND
Encompass
ENGINEERING & SURVEYING

EXHIBIT B

Estimate of
Connection, Impact and Reimbursement Fees

EXHIBIT B

Maloney Grove 13, 13 - Lot Plat
Preliminary Estimate of
Connection, Impact and Reimbursement Fees

Estimated Charges Due at Final Plat

Number of Lots	**13**					**13-Oct-15**
		NBMC Reference		**Current Fee as of 5/4/2015 Schedule**		**Extended Cost**
1	Stormwater Extension	13.44.110(A)(1)				
	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.	$ 9,319.83
	Impervious Areas:					
	Sidewalks	4,906	SF			
	Driveway Aprons	192	SF			
	Handicap Ramps	406	SF			
	Streets/Half-Streets/Woonerf	28,710	SF			
	Pathways/Walkways/Trails	506	SF			
	Retaing Wall	198	SF			
	Total Impervious Are	34,918.00	SF			
	ESU Equivalent	11.96	ESU			

Connection, Impact and Reimbursement Fees Due at Building Permit

For each home constructioned within the plat, the following impact fees, application fees, and facility charges shall be due upon building permit issuance for the home, and shall be paid at the rate in effect per the City of North Bend Taxes, Rates, and Fee Schedule in effect at that time.

		NBMC Reference
1	Water Extension General Facility Charge	13.38.020(A)
2	Sewer Extension General Facility Charge	13.38.040(A)
3	Stormwater Extension General Facility Charge	13.44.110(A)(1)
4	Street Extension Transportation Impact Fees	17.38.120
5	Floodplain Management	14.12.050
6	School	17.32.10
7	Fire	17.34.10
8	Park	17.36

(1) 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 (2014 and current amendments)
Water – AWWA
Sewer – Washington State Dept. of Ecology's Criteria for Sewage Works Design
Stormwater – King County Surface Water Design Manual (2009)

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.l 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 2009 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.
4. 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.
5. 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. Breach 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. Breach 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 . . . . . .
3. PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES. . . . . .
4. STATUS OF CITY ENGINEER. . . . . .
5. SURVEYS, PERMITS, LAWS, AND REGULATIONS. . . . . .
6. CONSTRUCTION STAKING. . . . . .
7. INSPECTION AND TESTS . . . . . .
8. PLANS AND SPECIFICATIONS ACCESSIBLE . . . . . .
9. OWNERSHIP OF DRAWINGS . . . . . .
10. INSURANCE . . . . . .
11. MATERIAL AND EQUIPMENT; MATERIAL AND EQUIPMENT LIST. . . . . .
12. SHOP DRAWINGS . . . . . .
13. CUTTING AND FITTING . . . . . .
14. LABOR, MATERIALS, EQUIPMENT, FACILITIES, AND WORKMEN . . . . . .
15. SAMPLES. . . . . .
16. DETERMINATION OF “OR EQUAL” . . . . . .
17. ROYALTIES AND PATENTS . . . . . .
18. PAYMENT OF PREVAILING WAGES . . . . . .
19. PROTECTION OF WORK AND PROPERTY AND SAFETY. . . . . .
20. EXISTING UTILITIES OR OBSTRUCTIONS. . . . . .
21. REPLACING IMPROVEMENTS. . . . . .
22. SUPERINTENDENCE AND SUPERVISION . . . . . .
23. WARRANTIES OF DEVELOPER. . . . . .
24. CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD. . . . . .
25. INDEMNITY . . . . . .
26. SUBLETTING AND SUBCONTRACTING . . . . . .
27. SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS . . . . . .
28. LOSS OF MARKERS . . . . . .
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 mean 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 connnected 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 emissions 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 work. The City Engineer may also reject all work and materials which in his/her opinion, do not conform to the applicable regulations, plans and specifications.

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 the property of the City. 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 conformity 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. 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 or 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 n 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

Vicinity Map (Exhibit B)

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

Date: 10/13/2015

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King County GIS Center

City Council Agenda Bill

SUBJECT:	Agenda Date: October 20, 2015 AB15-109	
A Resolution Authorizing a Developer Extension Agreement with Pulte Homes for River Glen Plat	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	
Cost Impact: N/A	Public Works – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline: Immediate		

Attachments: Resolution, Exhibit A - Developer Extension Agreement, Exhibit B - Vicinity Map

SUMMARY STATEMENT:

Pulte Homes submitted a preliminary plat application, River Glen, for a 100-Lot Subdivision north of NE 3rd Street and east of Thrasher Ave NE. Preliminary Plat approval occurred on June 24, 2015. Before the plat can be recorded, certain infrastructure improvements will need to be constructed including extensions of the City's water, sewer, stormwater, and street systems. Per Chapter 18.27 of 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.

A DEA has been prepared, reviewed by the City Attorney, and reviewed and accepted by Pulte Homes.

Once the improvements are constructed, a Bill of Sale will be signed by Pulte Homes and it will be presented to the Council along with a proposal to accept the improvements for ownership and maintenance by the City.

COMMITTEE REVIEW AND RECOMMENDATION: The DEA was discussed at the October 14th 2015 Transportation and Public Works Committee Meeting. It was recommended for approval and placement on the consent agenda.

RECOMMENDED ACTION: **MOTION to approve AB15-109, a resolution authorizing a Developer Extension Agreement with Pulte Homes for the River Glen Plat.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
October 20, 2015		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON AUTHORIZING THE DEVELOPER EXTENSION AGREEMENT WITH PULTE HOMES FOR RIVER GLEN 100-LOT SUBDIVISION INFRASTRUCTURE

WHEREAS, Pulte Homes has applied for and received preliminary plat approval for the proposed River Glen 100-Lot Subdivision off of NE 4th Street; and

WHEREAS, the conditions of approval for finalizing the River Glen 100-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 River Glen 100-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 being performed;

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

Section 1. The Developer Extension Agreement with Pulte Homes for infrastructure work associated with the proposed River Glen 100-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 20TH DAY OF OCTOBER, 2015.

CITY OF NORTH BEND:

_____

Kenneth G. Hearing, Mayor

APPROVED AS TO FORM:

_____

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

_____

Susie Oppedal, City Clerk

Effective:
Posted:

DEVELOPER EXTENSION AGREEMENT DOCUMENTS

Water, Sewer, Stormwater, and Street

WATER, SEWER, STORMWATER, AND STREET EXTENSION DOCUMENTS

EXTENSION TITLE: River Glen - 100 Lot Plat

DATE: _____, 2015

DEVELOPER NAME: Pulte Homes of Washington, Inc., a Michigan corporation

MAILING ADDRESS: 3535 Factoria Blvd. SE #110
Bellevue, WA 98006

PHONE: (425) 216-3426

CONTACT: Mike Behn: Mike.Behn@PulteGroup.com
Scott Borgeson: Scott.Borgeson@PulteGroup.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

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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: **River Glen – 100 Lot Plat**

Owner:

Name: Pulte Homes of Washington, Inc., a Michigan corporation

Address: 3535 Factoria Blvd. SE #110
Bellevue, WA 98006

Phone: (425) 216-3426

Developer

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

Developer's Agent

Name: Dave Cayton, PE
Core Design, Inc.
Address: 14711 NE 29th Place, Suite 101
Bellevue, WA 98007
Phone: (425) 885-7877

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)
3. Eight sets of the Extension Construction Plans and 3 hard 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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AGREEMENT TO CONSTRUCT EXTENSION TO WATER, SEWER, STORMWATER AND STREET SYSTEMS

Pulte Homes of Washington, Inc., a Michigan Corporation (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:

River Glen – 100 Lot Plat on King County Assessor Tax Parcel Number(s) 102308-9231, -9232, -9233, -9011, -9275 and -9276 with the following Legal Description(s):

LOTS 1, 2, 3, 4, 5 AND 6 OF CITY OF NORTH BEND BOUNDARY LINE ADJUSTMENT NO. PLN 2015-0173 RECORDED JULY 22, 2015 UNDER RECORDING NO. 20150722900012 RECORDS OF KING COUNTY, WASHINGTON

Contains 1,427,732± Square Feet (32.94± Acres)

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 2,434± linear feet of 8-inch water mains, 2,966± linear feet of 12-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: 1,500± linear feet of 12-inch water mains and other applicable water system facilities and appurtenances located within the Thrasher Ave NE, NE 3rd Street, and NE 4th Street right-of-way.

B. Sewer Extension

The proposed sewer extension will consist of approximately 4,376± 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: 10± linear feet of 8-inch sewer mains and other applicable sewer system facilities and appurtenances located within the NE 4th Street right-of-way.

C. Stormwater Extension

The proposed stormwater extension will consist of approximately 2,203± linear feet of 6-inch to 48-inch stormwater mains, 29,171± square feet of LID infiltration swales 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: 100± linear feet of 6-inch to 12-inch stormwater mains, 500± square feet of LID infiltration trenches and other applicable stormwater system facilities and appurtenances located within the NE 3rd Street right-of-way.

D. Street Extension

The proposed street extension will consist of approximately 5,331± 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: 960± linear feet of half-street frontage improvements along NE 3rd Street 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:

1.	Administrative Deposit	$ 500.00 (Estimate)
2.	Remaining Engineering Services	$ 25,000.00 (Estimate)
3.	Construction Inspection	$ 110,000.00 (Estimate)
4.	Legal Services Deposit	$ 2,000.00 (Estimate)
5.	Final Plat Processing	$ 15,000.00 (Estimate)
6.	Construction Cash Deposit	$ 0.00
7.	Other Costs	$ 0.00
	TOTAL DEPOSIT	$ 152,500.00

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 one year 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: Pulte Homes of Washington, Inc., a Michigan Corporation

By: _____

Additional Owners:

_____

_____

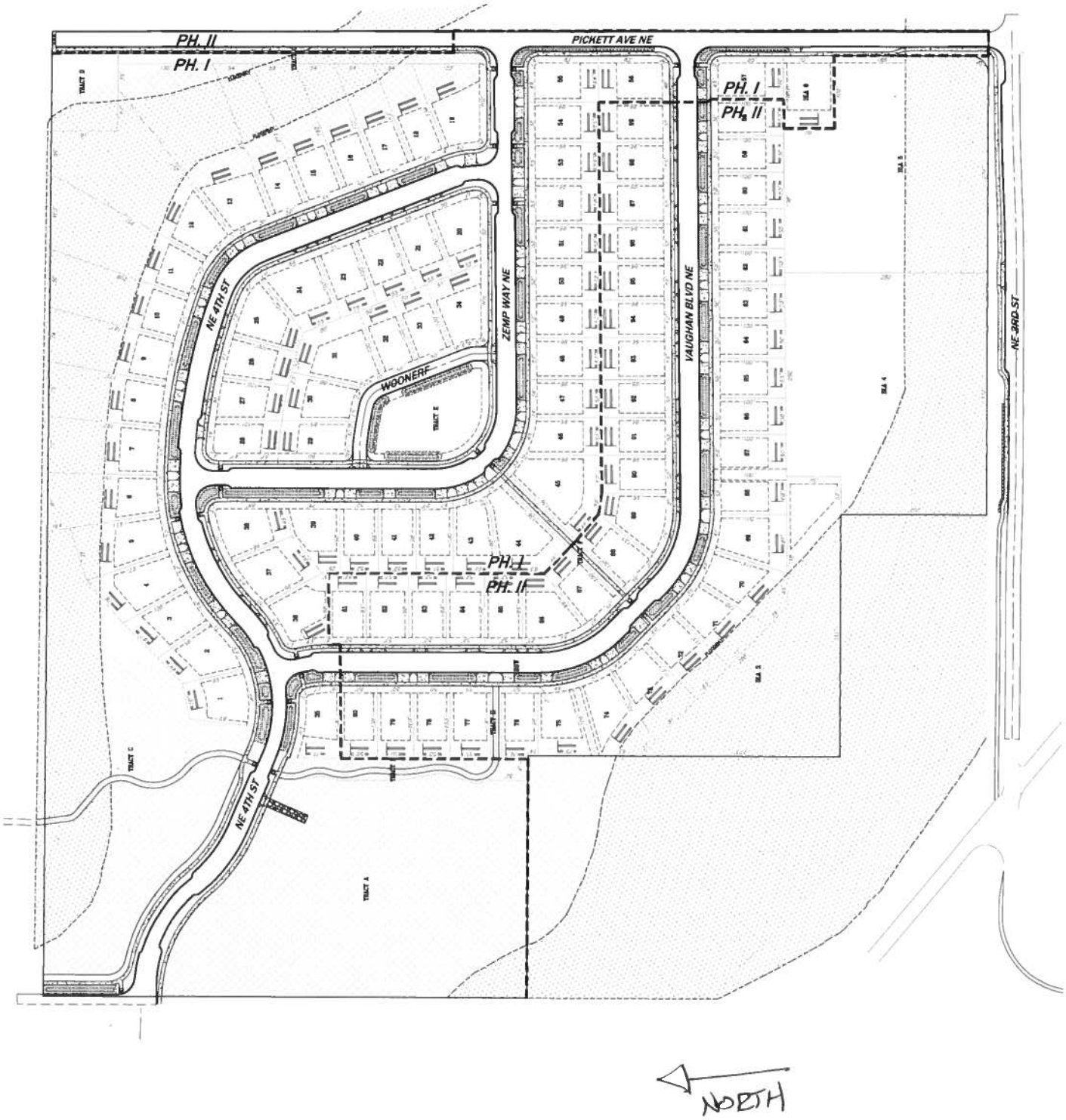
_____

CITY OF NORTH BEND, King County, Washington

By:_____
Ken Hearing, Mayor

EXHIBIT A

River Glen
100 Lot Subdivision



RIVER GLEN
10/15/2015

EXHIBIT B

Estimate of
Connection, Impact and Reimbursement Fees

EXHIBIT B

River Glen, 100 - Lot Plat
Preliminary Estimate of
Connection, Impact and Reimbursement Fees

Estimated Charges Due at Final Plat

Number of Lots **100**

		NBMC Reference	Current Fee as of 5/4/2015 Schedule		15-Oct-15 Extended Cost
1	Stormwater Extension	13.44.110(A)(1)			
	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.	$ 58,685.32

Impervious Areas:

Sidewalks	46,623	SF
Driveway Aprons	17,304	SF
Handicap Ramps	720	SF
Streets/Half-Streets/Woonerf	139,594	SF
Pathways/Walkways/Trails	2,020	SF
Pond Access Road	690	SF
Tract B Path	2,500	SF
Tract C Sports Court	4,700	SF
Tract C Path	2,464	SF
Tract E Walkways and Sitting Ar	1,300	SF
Tract F Walkway	1,175	SF
Tract H Path	800	SF
Total Impervious Are	219,890.00	SF
ESU Equivalent	75.31	ESU

Connection, Impact and Reimbursement Fees Due at Building Permit

For each home constructioned within the plat, the following impact fees, application fees, and facility charges shall be due upon building permit issuance for the home, and shall be paid at the rate in effect per the City of North Bend Taxes, Rates, and Fee Schedule in effect at that time.

		NBMC Reference
1	Water Extension General Facility Charge	13.38.020(A)
2	Sewer Extension General Facility Charge	13.38.040(A)
3	Stormwater Extension General Facility Charge	13.44.110(A)(1)
4	Street Extension Transportation Impact Fees	17.38.120
5	Floodplain Management	14.12.050
6	School	17.32.10
7	Fire	17.34.10
8	Park	17.36

(1) 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.l 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. Breach 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. Breach 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 . . . . . .
3. PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES. . . . . .
4. STATUS OF CITY ENGINEER. . . . . .
5. SURVEYS, PERMITS, LAWS, AND REGULATIONS. . . . . .
6. CONSTRUCTION STAKING. . . . . .
7. INSPECTION AND TESTS . . . . . .
8. PLANS AND SPECIFICATIONS ACCESSIBLE . . . . . .
9. OWNERSHIP OF DRAWINGS . . . . . .
10. INSURANCE . . . . . .
11. MATERIAL AND EQUIPMENT; MATERIAL AND EQUIPMENT LIST. . . . . .
12. SHOP DRAWINGS . . . . . .
13. CUTTING AND FITTING . . . . . .
14. LABOR, MATERIALS, EQUIPMENT, FACILITIES, AND WORKMEN . . . . . .
15. SAMPLES. . . . . .
16. DETERMINATION OF “OR EQUAL” . . . . . .
17. ROYALTIES AND PATENTS . . . . . .
18. PAYMENT OF PREVAILING WAGES . . . . . .
19. PROTECTION OF WORK AND PROPERTY AND SAFETY. . . . . .
20. EXISTING UTILITIES OR OBSTRUCTIONS. . . . . .
21. REPLACING IMPROVEMENTS. . . . . .
22. SUPERINTENDENCE AND SUPERVISION . . . . . .
23. WARRANTIES OF DEVELOPER. . . . . .
24. CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD. . . . . .
25. INDEMNITY . . . . . .
26. SUBLETTING AND SUBCONTRACTING . . . . . .
27. SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS . . . . . .
28. LOSS OF MARKERS . . . . . .
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 connnected 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 emissions 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 or 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 n 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.

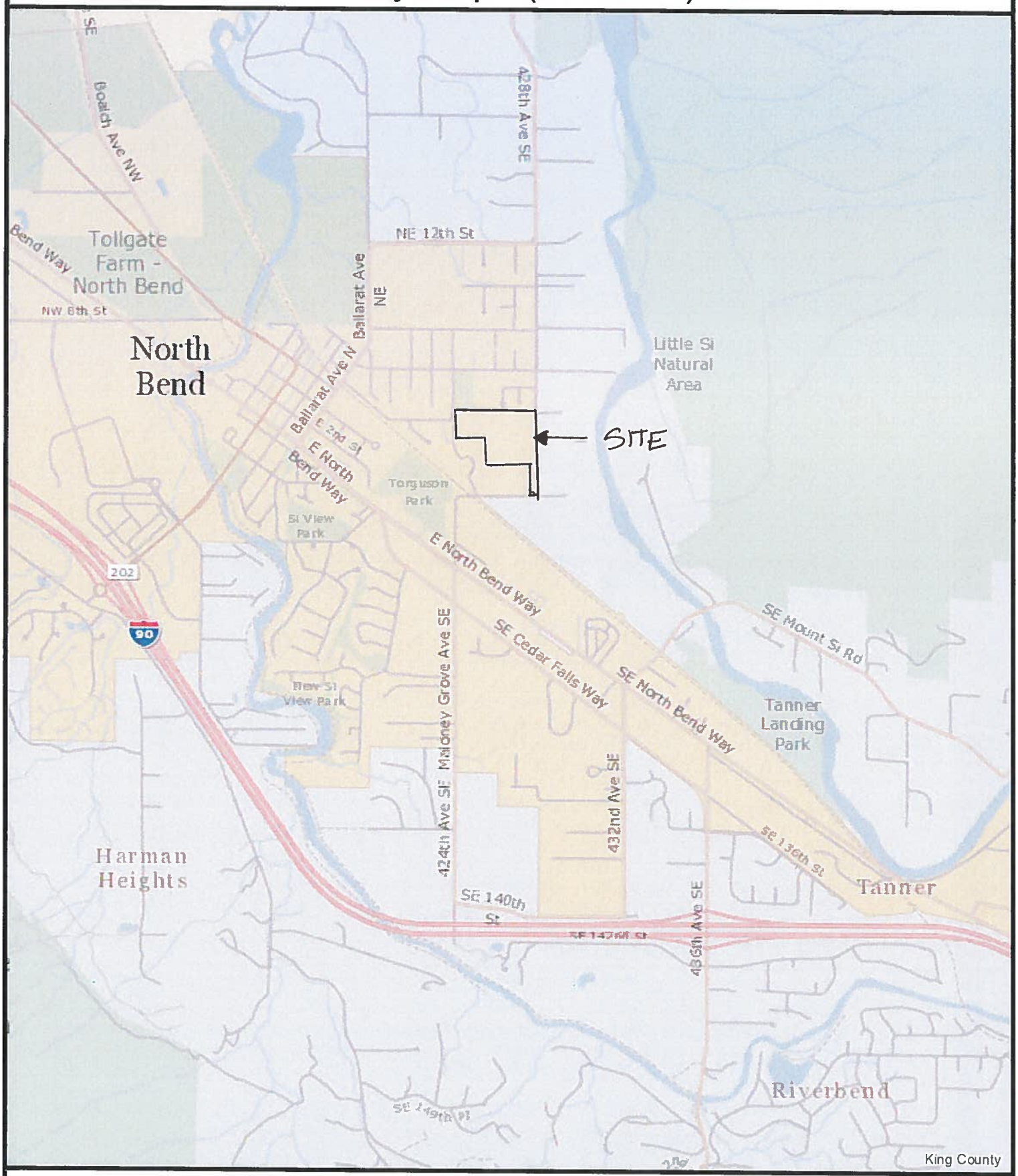
f. Attorneys' Fees and Costs. The arbitrator shall award attorneys' fees and costs to the prevailing party, but only if the award to the prevailing party exceeds the Recommendation. Neither party is entitled to payment of its attorneys' fees by the other party for disputes resolved prior to a final decision 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

Vicinity Map (Exhibit B)



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Date: 10/13/2015 Notes:

King County GIS Center

City Council Agenda Bill

SUBJECT:	Agenda Date: October 20, 2015 AB15-110	
A Resolution Granting Final Plat Approval of Division II of the Si View Estates Subdivision	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	
Cost Impact: N/A	Public Works – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline: Immediate		

Attachments: Resolution, Exhibit A – Division II Final Plat Map, Exhibit B – Vicinity Map

SUMMARY STATEMENT:

RAD Development LLC received preliminary plat approval on November 19, 2012 to subdivide 6.9 acres into 28 single-family residential lots at 1045 Maloney Grove Avenue SE, North Bend, Washington. Conditions of approval were imposed to mitigate specific impacts of the proposed development.

RAD Development LLC submitted a Final Plat application on October 17, 2013 for Division I of the Si View Estates Subdivision, subject to compliance with all applicable regulations. This division encompasses 24 homes and all of the infrastructure, park and utilities associated with same. Based on the North Bend Municipal Code (NBMC) requirements and preliminary plat conditions having been satisfied, City Council Approved Division I of Si View Estates on May 6, 2014.

RAD Development LLC recently submitted a Final Plat application for Division II of Si View Estates, subject to compliance with all applicable regulations. This division encompasses 4 new lots, road infrastructure, a private park and utilities. Construction of the infrastructure and utilities has been inspected and approved by the City with exception of the final lift of pavement scheduled for completion after the final home is constructed. RAD Development LLC has posted a $160,500 Performance Bond with the City.

Based on the NBMC requirements and the preliminary plat conditions having been satisfied, staff recommends Final Plat Approval of Si View Division II.

COMMITTEE REVIEW AND RECOMMENDATION: Final Plat approval was discussed at the October 14th 2015 Transportation and Public Works Committee Meeting. It was recommended for approval and placement on the consent agenda.

RECOMMENDED ACTION: **MOTION to approve AB15-110, a resolution granting final plat approval for Division II of the Si View Estates Subdivision.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
October 20, 2015		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR DIVISION II OF SI VIEW ESTATES SUBDIVISION

WHEREAS, the City's Hearing Examiner previously granted Preliminary Plat Approval for the Si View Estates Subdivision; and

WHEREAS, in the Examiner's preliminary plat approval and consistent with City regulations, the Council has authorized the development of the plat in phases; and

WHEREAS, City staff has reviewed the proposed final plat of Division II for compliance with North Bend Municipal Code 20.01.004 and finds that there is still additional work that must be completed within a designated time frame, but recommends approval as set forth on the attached Exhibit A subject to submission of adequate security to insure the completion of the remaining work in the event the developer should fail to comply with the terms of the preliminary plat approval; and

WHEREAS, the Council finds that the final plat of Division II conforms to all the terms and conditions of the Preliminary Plat Approval, as approved by the Hearing Examiner, and that the final plat of Division II meets the requirements of applicable laws; and

WHEREAS, the applicant has secured a performance bond in the amount of $160,500 dollars, guaranteeing completion of the infrastructure improvements required by the Preliminary Plat Approval, and shall further complete Bills of Sale and other necessary administrative tasks as set forth in the Developer Extension Agreement;

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

Section 1. The Council finds that all conditions of the Si View Estates Preliminary Plat Approval set forth in the Hearing Examiner's decision dated November 19, 2012 have been satisfied, or that adequate security can be posted to ensure the full and prompt completion of said improvements. Accordingly, the final plat of Division II of the Si View Estates Subdivision is hereby approved on condition that the owner has secured a bond in a form acceptable to the City Attorney, guaranteeing completion of the infrastructure improvements required by the Preliminary Plat Approval, and shall further complete Bills of Sale and other necessary administrative tasks as set forth in the Developer Extension Agreement.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF OCTOBER, 2015.

CITY OF NORTH BEND:

_____

Kenneth G. Hearing, Mayor

APPROVED AS TO FORM:

_____

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

_____

Susie Oppedal, City Clerk

Effective:
Posted:

VOL/PG

SI VIEW ESTATES DIVISION NO. 2

A PORTION OF NW 1/4, NW 1/4 SECTION 15, TOWNSHIP 23 N., RANGE 8 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF NORTH BEND, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF NORTH BEND.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF NORTH BEND, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUBSURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING KING COUNTY, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF NORTH BEND, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

_____
SELECT HOMES, INC., A WASHINGTON CORPORATION

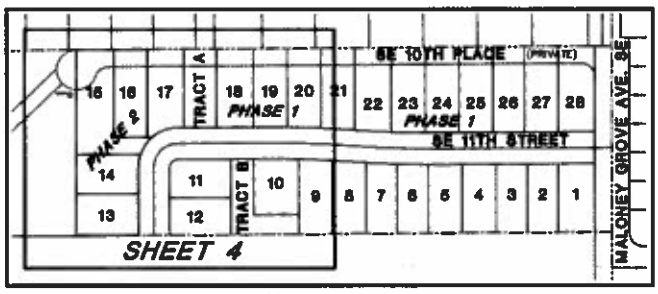
ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RANDY CLARK SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF SELECT HOMES, INC., A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 20__.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON, RESIDING AT _____
MY APPOINTMENT EXPIRES _____
PRINT NAME _____



SHEET INDEX

PHASING AND TRACT INFORMATION

SI VIEW DIVISION NO. 1: LOTS 1 THROUGH 12, LOTS 17 THROUGH 28
TRACTS A, B & C

SI VIEW DIVISION NO. 2: LOTS 13, 14, 15 & 16

TRACT INFORMATION
TRACT A: PRIVATE STORM WATER AND PUBLIC UTILITIES, OPEN SPACE & TRAILS
TRACT B: PRIVATE STORM WATER
TRACT C: FUTURE DEVELOPMENT TRACT

CITY OF NORTH BEND APPROVALS

EXAMINED AND APPROVED THIS ___ DAY OF _____, 20__.

_____
CED DIRECTOR

EXAMINED AND APPROVED THIS ___ DAY OF _____, 20__.

_____
PUBLIC WORKS DIRECTOR/CITY ENGINEER

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL.

DATED THIS ___ DAY OF _____, 20__

_____
FINANCE DIRECTOR

KING COUNTY ASSESSOR

EXAMINED AND APPROVED BY THE KING COUNTY DEPARTMENT OF ASSESSMENTS THIS ___ DAY OF _____, 20__.

_____ _____
KING COUNTY ASSESSOR DATE

_____ _____
DEPUTY ASSESSOR DATE

KING COUNTY FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL.

DATED THIS ___ DAY OF _____, 20__

_____ _____
MANAGER, DATE
KING COUNTY OFFICE OF FINANCE

_____ _____
DEPUTY DATE

COVENANTS

ALL LOTS AND TRACTS WITHIN THIS PLAT ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SI VIEW ESTATES HOME OWNERS ASSOCIATION AGREEMENT RECORDED UNDER RECORDING NUMBER 20140508000971 RECORDS OF KING COUNTY, WASHINGTON

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF SI VIEW ESTATES DIVISION NO. 2 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND; THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

_____
DAVID B. MATTHEWS, PLS
CERTIFICATE NO. 36804
CONCEPT ENGINEERING, INC.
455 RAINIER BLVD. N.
ISSAQUAH, WA 98027
PHONE: (425) 392-8055

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE CONCEPT ENGINEERING, INC. THIS _____ DAY OF _____ 20____ AT _____ MINUTES PAST ____M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____; AFN _____ RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

_____ _____
MANAGER SUPERINTENDENT OF RECORDS

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

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VOL/PG

CITY OF NORTH BEND FILE NO. PLN 2012-0102

JOB NO. 33040 SHEET 1 OF 5

VOL/PG

SI VIEW ESTATES DIVISION NO. 2

A PORTION OF NW 1/4, NW 1/4 SECTION 16, TOWNSHIP 23 N., RANGE 8 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

TRACT C, SI VIEW ESTATES DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 265 OF PLATS, PAGES 50 THROUGH 55, UNDER RECORDING NO. 20140508000970.

RESTRICTIONS OF RECORD

PER CHICAGO TITLE COMPANY ALTA COMMITMENT, ORDER NO. 001370561, DATED SEPTEMBER 18, 2013.

1. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE SHORT PLAT RECORDED UNDER REC. NO. 8404190787
2. PUGET POWER EASEMENT, REC. NO. 8503150852
3. WATER EASEMENT, REC. NO. 8408211030
4. WATER SYSTEM EASEMENTS AND AGREEMENT, REC. NO. 8402170648
5. WELL RESTRICTIONS, REC. NO. 8402170647
6. WELL RESTRICTIONS, REC. NO. 8412100875
7. WELL RESTRICTIONS, REC. NO. 8412100876
8. DECLARATION OF WELL COVENANT, REC. NO. 8408211029
9. DECLARATION OF CONDITIONS AND RESTRICTIONS REGARDING ANNEXATION TO A PUBLIC UTILITY DISTRICT AND FORMATION OF A LOCAL IMPROVEMENT DISTRICT, REC. NO. 8402170649
10. INTERIM CERTIFICATE OF FUTURE SEWER CONNECTION, INCLUDING THE TERMS AND PROVISIONS THEREOF, REC. NO. 20060210001426
14. POWER EASEMENT, REC. NO. 20130904000269

GENERAL NOTES

1. INSTRUMENTATION FOR THIS SURVEY WAS A 1 SECOND THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-090.

2. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY HOUSE, BUILDING OR STRUCTURE UNTIL THE OWNER HAS PROCURED THE OFFICIAL NUMBER OF THE PREMISES FROM THE CITY OF NORTH BEND. FINAL APPROVAL OF ANY STRUCTURE ERECTED, REPAIRED, ALTERED OR MODIFIED SHALL BE WITHHELD BY THE CITY BUILDING OFFICIAL UNTIL PERMANENT AND PROPER NUMBERS HAVE BEEN AFFIXED TO SAID STRUCTURE.

3. FRONT YARDS - THE BUILDING LOT SHALL BE BLADED PRIOR TO PLANTING TO REMOVE ROCKS AND DEBRIS. AT A MINIMUM, THE FRONT YARD OF ALL NEW LOTS AND ANY SIDE YARD ABUTTING A STREET SHALL BE SODDED OR SEEDED WITH GRASS OR OTHERWISE LANDSCAPED AND SHALL INCLUDE A MINIMUM OF ONE DECIDUOUS TREE.

4. NORTH BEND MUNICIPAL CODE 18.34.110(B)(1) REQUIRES AT LEAST 60 PERCENT OF FRONT YARD SETBACKS ON THE SAME SIDE OF THE STREET WITHIN A BLOCK BE AT THE SAME DISTANCE FORMING A BUILDING TO LINE AND THAT AT LEAST 20 PERCENT OF SETBACKS VARY FROM THE BUILD-TO-LINE BY A DIFFERENCE OF AT LEAST 5 FEET.

5. PRIOR TO BUILDING PERMIT APPROVAL OF EACH STRUCTURE, THE APPLICANT OF SAID BUILDING PERMIT SHALL DEMONSTRATE COMPLIANCE WITH NORTH BEND MUNICIPAL CODE 18.34.070 THROUGH 18.34.090.

6. ALL APPLICABLE LAND USE PERFORMANCE STANDARDS MUST BE MET PRIOR TO BUILDING PERMIT APPROVAL.
   A) FOR DEVELOPMENTS CONTAINING 50 UNITS/LOTS OR LESS, A MINIMUM OF FOUR FLOOR PLANS AND 3 ELEVATIONS PER FLOOR PLAN, FOR A TOTAL OF 12 ELEVATIONS SHALL BE MADE AVAILABLE.

   B) FOR LDR ZONING DISTRICTS, A MINIMUM OF 50 PERCENT OF THE UNITS WITHIN ANY SUBDIVISION OR BSP SHALL SET BACK THE GARAGE FROM THE FRONT WALL OF THE HOME A MINIMUM OF FIVE FEET. THE REMAINING 50 PERCENT OF THE UNITS MAY CONTAIN A GARAGE FLUSH WITH THE FRONT WALL OF THE HOME, PROVIDED A PORCH OF NOT LESS THAN SIX FEET IN DEPTH BY 10 FEET IN WIDTH IS PROVIDED.

7. THE MAINTENANCE OF ALL TREATMENT, RETENTION AND INFILTRATION CELLS AND OTHER DRAINAGE FEATURES OUTSIDE THE ROADWAY PRISM WILL BE THE RESPONSIBILITY OF THE SI VIEW ESTATES HOMEOWNERS ASSOCIATION. IN THE EVENT THE HOA FAILS IN THE FUTURE, THE MAINTENANCE OF THESE FACILITIES SHALL FALL EQUALLY UPON ALL PROPERTY OWNERS THAT FRONT ONTO A STORM DRAINAGE ELEMENT OR HAVE ANY SUCH ELEMENT GO THROUGH THEIR LOTS. THE ROADWAY PRISM SHALL BE DEFINED AS THE PAVEMENT AND CURB AREA. IN THE EVENT THE HOMEOWNERS ASSOCIATION DOES NOT PROPERLY MAINTAIN SAID FEATURES, THE CITY MAY PERFORM THE NECESSARY MAINTENANCE AND CHARGE THE HOA (OR ABUTTING PROPERTY OWNERS IN THE EVENT THE HOA FAILS IN THE FUTURE) OR TIME AND EXPENSE OF THE MAINTENANCE WORK.

8. EXISTING TRACT X OF KCSP 1083066R, RECORDING NO. 8404190787 (ALSO KNOWN AS SE 10TH PLACE), IS DEFINED AS AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES. PER SAID SHORT PLAT, SAID EASEMENT IS TO BE MAINTAINED AND REPAIRED, AND/OR REBUILT BY THE OWNERS OF THE PARCELS HAVING LEGAL ACCESS THEREFROM.

9. THE OWNERS OF LOTS 15 AND 16 SHALL BE PERMITTED TO CONSTRUCT FENCES ALONG THE SOUTH MARGIN OF TRACT X OF KCSP 1083066R.

EASEMENT NOTES

1. THE 5-FOOT WIDE PRIVATE STORM DRAINAGE EASEMENT WITHIN LOT 16 IS FOR THE BENEFIT OF LOT 15. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON. THE OWNERS OF SAID LOTS SHALL NOT MODIFY, BLOCK OR ALTER THIS EASEMENT.

UTILITY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO THE CITY OF NORTH BEND, PUGET SOUND ENERGY, INC., TANNER ELECTRIC COMPANY AND AT&T CABLE COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE PRIVATE STREET(S), IF ANY; AND THE EXTERIOR TEN (10) FEET OF ALL LOTS, TRACTS AND SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING ALL STREET(S); IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, GAS, TELEPHONE, TELEVISION AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE STREETS, LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

WATER AND SANITARY SEWER EASEMENT PROVISION

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO THE CITY OF NORTH BEND, OVER, UNDER, ACROSS AND UPON THE AREAS DESIGNATED HEREON AS "PUBLIC SANITARY SEWER EASEMENT" OR "PUBLIC WATER EASEMENT", IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, RENEW, USE AND OPERATE WATER AND SANITARY SEWER SYSTEMS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENTS AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF THE CITY OF NORTH BEND HAS BEEN APPROVED.

PRIVATE EASEMENT PROVISION

THE OWNER(S) OF LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF LOTS BENEFITED AS STATED IN THE EASEMENT NOTES OR ANY OTHER PRIVATE EASEMENT SHOWN AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSOR'S, HEIRS AND ASSIGNS OF THE OWNER(S) OF LAND HEREBY BENEFITED. THE OWNER(S) OF LOT BENEFITED AND ITS ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING OR RECONSTRUCTING SAID UTILITIES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFOR; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES. HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

CONCEPT ENGINEERING, INC.
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(425) 392-6036 FAX (425) 392-0108
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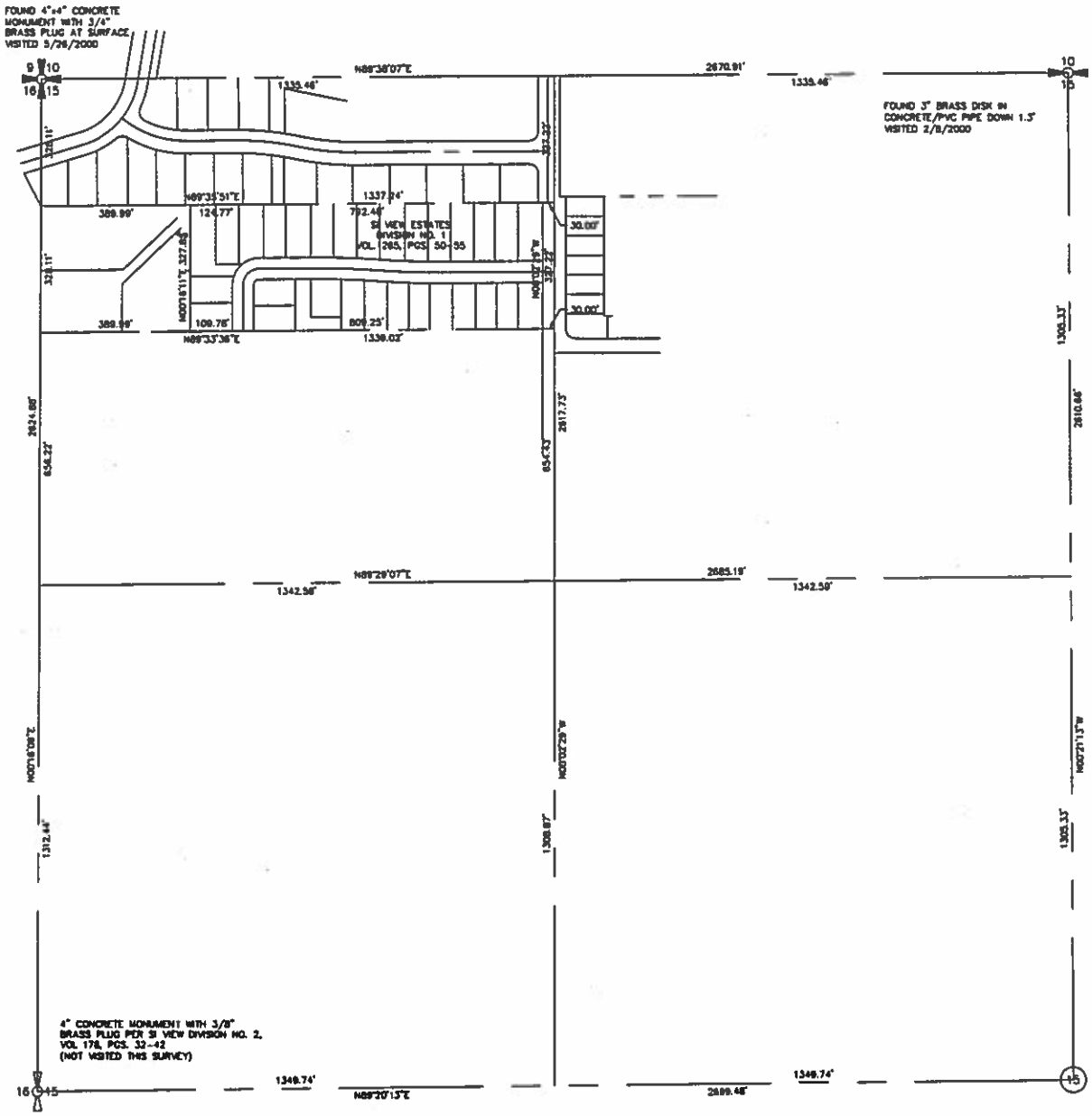
33040
SHEET 2 OF 5

VOL/PG

VOL/PG

SI VIEW ESTATES DIVISION NO. 2

A PORTION OF NW 1/4, NW 1/4 SECTION 15, TOWNSHIP 23 N., RANGE 8 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON



NW 1/4, NW 1/4 SECTION 15, TOWNSHIP 23 N., RANGE 8 E., W.M.

PER SI VIEW DIVISION NO 2., VOL. 178, PGS. 32-42

N

200 0 200 100
SCALE
1 inch = 200 ft.

MERIDIAN

PER SI VIEW DIVISION NO. 2, VOL 178, PGS. 32-42

BASIS OF BEARINGS

N89°38'07"E BETWEEN FOUND MONUMENTS AT THE NORTHWEST SECTION CORNER AND NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M.

CONCEPT ENGINEERING, INC.
(425) 392-6925 FAX (425) 392-0108

JOB NO. 33040
SHEET 3 OF 5

VOL/PG

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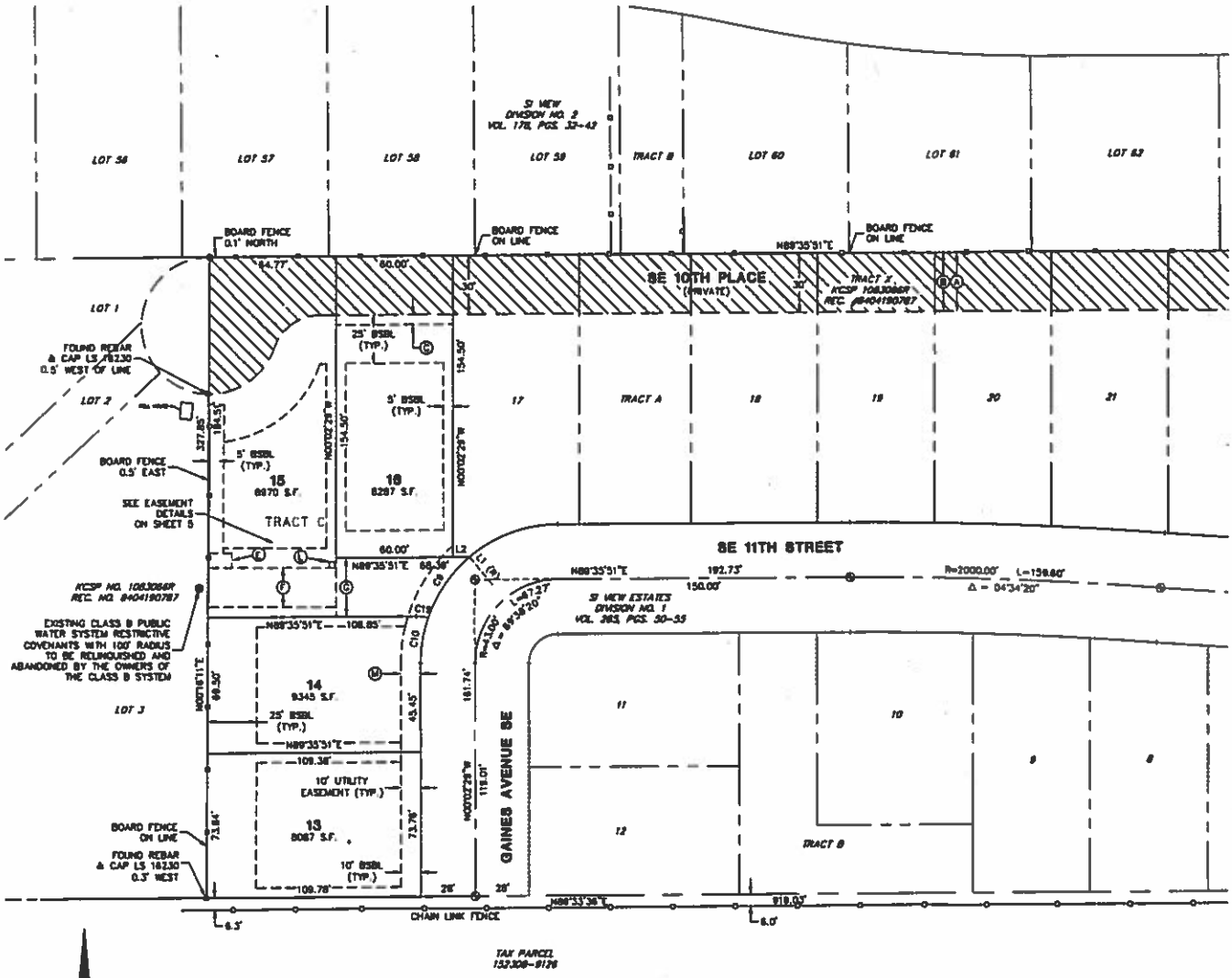
SI VIEW ESTATES DIVISION NO. 2

A PORTION OF NW 1/4, NW 1/4 SECTION 15, TOWNSHIP 23 N., RANGE 8 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON



LEGEND

- ○ FOUND REBAR & CAP
- ● SET REBAR & CAP, CD #28101
- ⊕ FOUND MONUMENT IN CASE
- ⊗ SET MONUMENT IN CASE

LINE	BEARING	LENGTH
L1	N40°15'47"W	71.00'
L2	N89°35'51"E	6.38'
L3	N89°35'51"E	11.22'

CURVE	DELTA	RADIUS	LENGTH
C8	38°51'38"	71.00'	48.38'
C9	30°34'42"	71.00'	37.83'
C10	19°10'00"	71.00'	23.75'
C19	14°27'43"	24.90'	6.15'

40 0 40 20
SCALE
1 inch = 40 ft.

EASEMENTS

- EXISTING 30' INGRESS/EGRESS & UTILITIES EASEMENT PER KCSP 1083066R, REC. NO. 8404190787
- EXISTING UNDERGROUND POWER EASEMENT, REC. NO. 8503150852
- 5' WIDE STORM DRAINAGE EASEMENT, SEE EASEMENT NOTE 1 ON SHEET 2
- OMITTED
- EXISTING 12' X 7.5' PUBLIC WATER EASEMENT, PER SI VIEW ESTATES DIV. NO. 1, REC. NO. 20140508000970
- EXISTING 20' WIDE PUBLIC UTILITIES EASEMENT, PER SI VIEW ESTATES DIV. NO. 1, REC. NO. 20140508000970
- EXISTING 30' WIDE PUBLIC UTILITIES AND INGRESS & EGRESS EASEMENT, PER SI VIEW ESTATES DIV. NO. 1, REC. NO. 20140508000970
- EXISTING 20' WIDE PUBLIC SANITARY SEWER EASEMENT, PER SI VIEW ESTATES DIV. NO. 1, REC. NO. 20140508000970
- OMITTED
- OMITTED
- OMITTED
- EXISTING 3' X 3' PUBLIC WATER EASEMENT, PER SI VIEW ESTATES DIV. NO. 1, REC. NO. 20140508000970
- EXISTING 10' POWER EASEMENT, REC. NO. 20130904000269

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JOB NO. 33040
SHEET 4 OF 5

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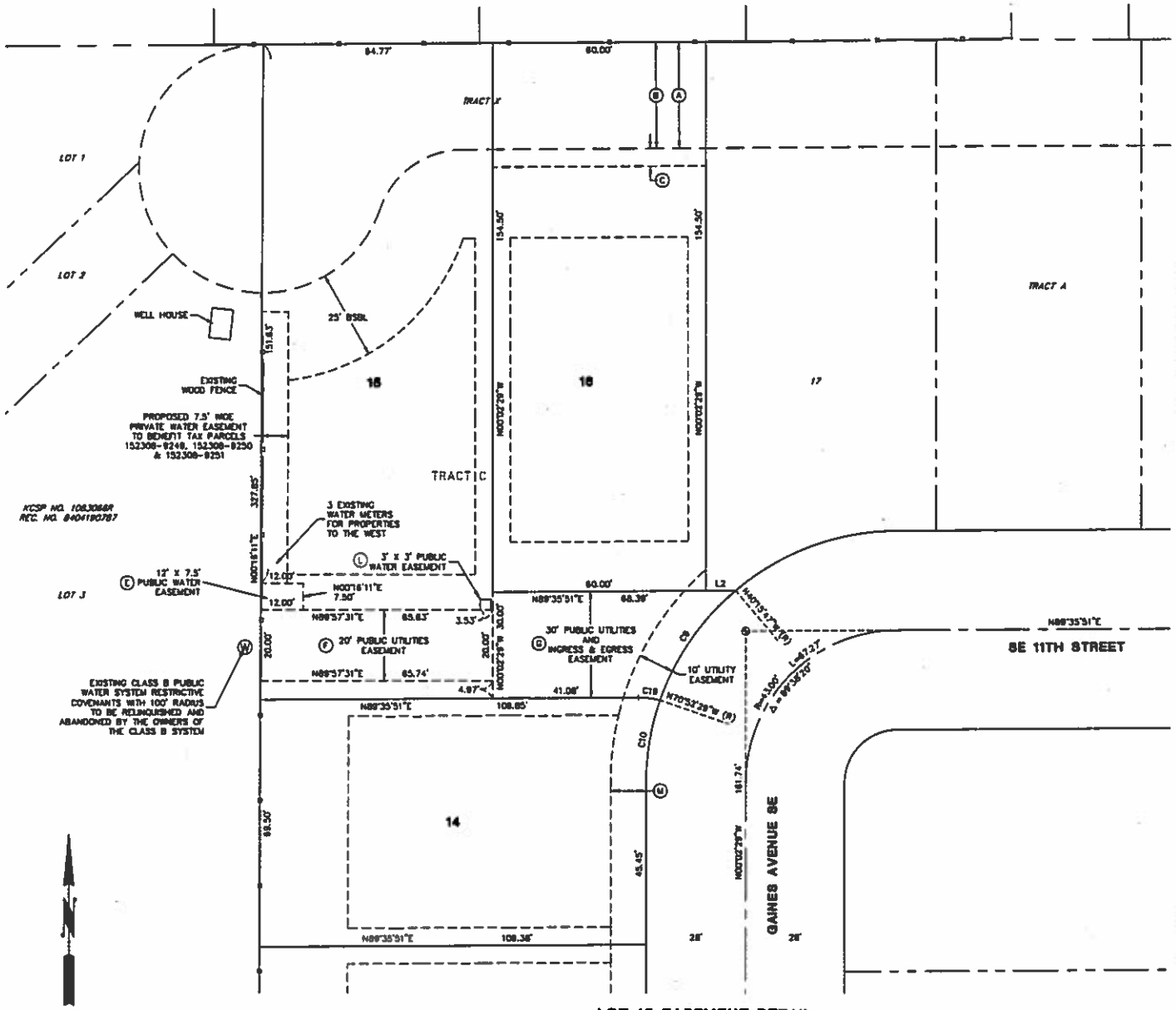
SI VIEW ESTATES DIVISION NO. 2

A PORTION OF NW 1/4, NW 1/4 SECTION 15, TOWNSHIP 23 N., RANGE 6 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON



LOT 15 EASEMENT DETAIL

20 0 20 10
SCALE
1 inch = 20 ft.

LEGEND

- FOUND REBAR & CAP
- SET REBAR & CAP, CEI #28101
- FOUND MONUMENT IN CASE
- SET MONUMENT IN CASE

LINE	BEARING	LENGTH
L2	N89°35'51"E	8.36'
L3	N89°35'51"E	11.22'

CURVE	DELTA	RADIUS	LENGTH
C8	38°51'38"	71.00'	48.38'
C9	30°36'43"	71.00'	37.93'
C10	181°10'00"	71.00'	224.79'
C19	14°22'43"	24.50'	6.15'

EASEMENTS

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- OMITTED
- OMITTED
- OMITTED
- EXISTING 3' X 3' PUBLIC WATER EASEMENT, PER SI VIEW ESTATES DIV. NO. 1, REC. NO. 20140508000970
- EXISTING 10' POWER EASEMENT, REC. NO. 20130904000269

CONCEPT ENGINEERING, INC.
465 Rainier Boulevard North
Issaquah, Washington 98027
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JOB NO. 33040
SHEET 5 OF 5

VOL/PG

Vicinity Map Exhibit 'B'

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King County GIS Center

Date: 10/13/2015 Si View Division II

City Council Agenda Bill

SUBJECT:	Agenda Date: October 20, 2015 AB15-111	
Public Hearing and Ordinance Amending the Taxes, Rates & Fees Schedule Relating to School Impact Fees	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney – Mike Kenyon	
	City Clerk – Susie Oppedal	
	CED – Senior Planner Jamie Burrell	X
	Finance – Dawn Masko	
Cost Impact: N/A	Public Works – Mark Rigos	
Fund Source: N/A		
Timeline: Immediate		

Attachments: Ordinance, Exhibit A – 2015 SVSD Capital Facilities Plan, Public Hearing Notice

SUMMARY STATEMENT:

The City Council adopted Ordinance 1260, effective December 18, 2006, adopting School Impact Fees, and adopted Ordinance 1269 authorizing any School Impact Fee so established by Ordinance to be included in any future Tax, Rate and Fee Schedule Ordinance or Resolution of the City.

Pursuant to Ordinance 1260, the City is to review the Taxes, Rates and Fees Schedule on an annual basis as it relates to School Impact Fees as a result of the annual adjustments of the Snoqualmie Valley School District Capital Facilities Plan.

The City received a copy of the "2015 Capital Facilities Plan" on August 3, 2015 which was adopted by the District on June 11, 2015 indicating a School Impact Fee for year 2015 of $8,490.86 for Single Family residential units and $1,657.61 for Cottage and Multi-Family residential units, as determined by the calculation formulas adopted as Exhibits A and B of Ordinance 1260. By comparison, the 2014 school impact fees were $8,325.63 for Single Family residential units and $4,273.13 for Multi-Family/Cottage residential units.

The attached ordinance amends the Taxes, Rates and Fees Schedule to account for the adjustment indicated by the School District's 2015 Capital Facilities Plan. Upon passage, the full Taxes Rates and Fees Schedule will be updated and added as Exhibit B to the ordinance. The current Taxes Rates & Fees Schedule is available on the homepage of the City website at http://northbendwa.gov.

COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this item at its September 9, 2015.

RECOMMENDED ACTION: **MOTION to approve AB15-111, an ordinance amending the Taxes, Rates, & Fees Schedule Relating to School Impact Fees, as a first and final reading.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
October 20, 2015		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AMENDING THE STAND-ALONE TAXES, RATES AND FEES SCHEDULE RELATING TO SCHOOL IMPACT FEES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of North Bend Taxes, Rates and Fees Schedule (hereafter, "Fee Schedule") was adopted by Ordinance No. 1084, effective December 31, 1999, and was last amended by Ordinance No. 1562, effective October 19, 2015; and

WHEREAS, pursuant to Ordinance No. 1269, effective April 2, 2007, the Fee Schedule references the designated amount of school impact fees, which were adopted by Ordinance No. 1260, effective December 18, 2006, and which are determined according to the Capital Facilities Plan of the Snoqualmie Valley School District No. 410 (hereafter, "the School District"); and

WHEREAS, pursuant to Ordinance No. 1260 and Article III of the Interlocal Agreement between the City of North Bend and the Snoqualmie Valley School District dated December 6, 2006, and subsequently amended on April 3, 2012, the City must review and adjust the Fee Schedule on an annual basis as it relates to school impact fees, to account for adjustments to the School District's Capital Facilities Plan, which adjustments are mandated by the school impact fee calculation formulas established by Ordinance No. 1260; and

WHEREAS, the City has received from the School District a copy of the "Capital Facilities Plan 2015" adopted by the District June 11, 2015, a copy of which is attached hereto as Exhibit A, and which indicates a school impact fee of $8,490.86 for Single Family residential units and $1,657.61 for Multi-Family/Cottage residential units; and

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

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

Section 1. School Impact Fees, Amended: Pursuant to Ordinance No. 1260 and the Snoqualmie Valley School District No. 410 Capital Facilities Plan 2015, which is included by reference in the Capital Facilities Element of the North Bend Comprehensive Plan, the school impact fees authorized by North Bend Municipal Code Section 17.32.010 shall be as follows:

Impact fees per single-family dwelling unit -- $8,490.86
Impact fees per multi-family or cottage dwelling unit -- $1,657.61

Section 2. Taxes, Rates & Fees Schedule, Amended: The current Taxes, Rates and Fees Schedule, effective as of October 19, 2015, is hereby amended to read in its entirety as set forth in the attached Exhibit B, which is adopted by reference and incorporated herein as though fully set forth. The amended Taxes, Rates and Fees Schedule adopted herein supersedes and replaces all other prior versions of the same.

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

Section 4. Effective Date: This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force on January 1, 2016.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF OCTOBER, 2015.

CITY OF NORTH BEND:

_____
Kenneth G. Hearing, Mayor

APPROVED AS TO FORM:

_____
Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

_____
Susie Oppedal, City Clerk

Published:
Effective: January 1, 2016

SNOQUALMIE VALLEY SCHOOL DISTRICT 410

CAPITAL FACILITIES PLAN 2015

Snoqualmie Valley School District No. 410 hereby provides to the King County Council this Capital Facilities Plan documenting the present and future school facility requirements of the District. The Plan contains all elements required by the Growth Management Act and King County Code Title 21A.43, including a six (6) year financing plan component.

Adopted on June 11, 2015

SNOQUALMIE VALLEY SCHOOL DISTRICT NO. 410

2015-2020
SIX-YEAR CAPITAL FACILITIES PLAN

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

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

Board of Directors

	Position Number	Term
Geoff Doy, President	2	1/1/12 – 12/31/15
Carolyn Simpson, Vice-President	3	1/1/12 – 12/31/15
Tavish MacLean	1	1/1/14 – 12/31/17
Marci Busby	4	1/1/14 – 12/31/17
Dan Popp	5	1/1/12 – 12/31/15

Central Office Administration

Superintendent	G. Joel Aune
Assistant Superintendent – Teaching & Learning	Jeff Hogan
Assistant Superintendent – Finance & Operations	Ryan Stokes
Executive Director of Student Services	Nancy Meeks
Director of Secondary Education and Instructional Support	Ruth Moen
Director of Elementary Education	Dan Schlotfeldt

Snoqualmie Valley School District No. 410
Snoqualmie, Washington

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

Mount Si High School
8651 Meadowbrook Way S.E.
Snoqualmie, WA 98065
(425) 831-8100
John Belcher, Principal

Mount Si High School Freshman Campus
9200 Railroad Ave S.E.
Snoqualmie, WA 98065
(425) 831-8450
Vernie Newell, Principal

Two Rivers School
330 Ballarat Ave.
North Bend, WA 98045
(425) 831-4200
Amy Montanye-Johnson, Principal

Chief Kanim Middle School
32627 S.E. Redmond-Fall City Rd.
P.O. Box 639
Fall City, WA 98024
(425) 831-4000
Kirk Dunckel, Principal

Twin Falls Middle School
46910 SE Middle Fork Road
North Bend, WA 98045
(425) 831-4150
Jeff D'Ambrosio, Principal

Cascade View Elementary
34816 SE Ridge Street
Snoqualmie, WA 98065
(425) 831-4100
Ray Wilson, Principal

Fall City Elementary
33314 S.E. 42nd
Fall City, WA 98027
(425) 831-4000
Monica Phillips, Principal

North Bend Elementary
400 East Third Street
North Bend, WA 98045
(425) 831-8400
Jim Frazier, Principal

Opstad Elementary
1345 Stilson Avenue S.E.
North Bend, WA 98045
(425) 831-8300
Amy Wright, Principal

Snoqualmie Elementary
39801 S.E. Park Street
Snoqualmie, WA 98065
(425) 831-8050
Kerstin Kramer, Principal

Section 1. Executive Summary

This Six-Year Capital Facilities Plan (the "Plan") has been prepared by the Snoqualmie Valley School District (the "District") as the organization's primary facility planning document, in compliance with the requirements of the State of Washington's Growth Management Act and King County Code 21A.43. This plan was prepared using data available in spring 2015 and is consistent with prior capital facilities plans adopted by the District. However, it is not intended to be the sole plan for all of the organization's needs.

In order for impact fees to be collected in the unincorporated areas of King County, the King County Council must adopt this plan as proposed by the District. The Snoqualmie Valley School District also includes the incorporated cities of Snoqualmie and North Bend, as well as a portion of the city of Sammamish. The cities of Snoqualmie, North Bend, and Sammamish have each adopted a school impact fee policy and ordinance similar to the King County model.

Pursuant to the requirements of the Growth Management Act and the local implementing ordinances, this plan will be updated on an annual basis with any changes in the fee schedule adjusted accordingly. See Appendix A for the current single family residence and multi-family residence calculations.

The District's Plan establishes a "standard of service" in order to ascertain current and future capacity. This standard of service is reflective of current student/teacher ratios that the District hopes to be able to maintain during the period reflected in this Capital Facilities Plan. The Standard of Service has been updated to incorporate anticipated class size reduction at the K-3 level, but **does not** incorporate additional class size reductions for all other grades, as outlined in Initiative 1351, which was approved by voters in November 2014. Future updates to this plan will consider incorporating those class sizes as more details surrounding the implementation of Initiative 1351 are known.

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

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

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

School capacity is based on the District standard of service and use of existing inventory. Existing inventory includes both permanent and relocatable classrooms (i.e. portable classroom units). Using reduced class size at the K-3 level, the District's current overall permanent capacity is 4,673 students (with an additional 1,827 student capacity available in portable classrooms). October enrollment for the 2014-15 school year was 6,160 full time equivalents ("FTE"). FTE enrollment is projected to increase by 19% to 7,350 in 2020, based on the mid-range of enrollment projections provided by a third-party demographer. Washington State House Bill 2776, which was enacted in 2010, requires all kindergarten classes in the State to convert to full day kindergarten by 2018. We anticipate the District being required to convert beginning in 2016. This transition will double the number of classrooms needed for kindergarteners, including those which require additional special educational services. Kindergartners who are currently considered ½ FTE will count as a full FTE, which increases the FTE projected enrollment by approximately 260 students in 2016. HB 2776 also stipulates K-3 class sizes to be reduced to 17 students per teacher by 2018 (down from the 25:1 currently funded). This transition will significantly increase the number of classrooms needed to adequately serve our K-3 population.

Though areas of growth are seen in various areas of the District, the most notable growth continues to be in the Snoqualmie Ridge and North Bend areas. United States Census data was recently released, which indicated the City of Snoqualmie as the fastest growing city in the State over the past decade, with 35% of the population under the age of 18. The Snoqualmie Ridge area has an estimated 600 housing units that are expected to be constructed by 2020. The City of North Bend is also experiencing a recent resurgence of housing growth, and estimates approximately 700 housing units to be constructed over the same time frame. Additional future housing growth is anticipated by both cities beyond 2020.

Such large and sustained growth continues to create needs for additional classroom inventory. Previously, those needs have been addressed via the construction of Cascade View Elementary in 2005 and Twin Falls Middle School in 2008. In February 2009, voters in the Snoqualmie Valley School District passed a bond which funded the addition of 12 relocatable classrooms at Mount Si High School. This measure was meant to be a stopgap to address immediate overcrowding at the high school while a long-term solution was developed for the capacity needs at the high school level. After a two-year study which involved staff, parents and members of the community, a plan was developed and approved by the School Board to annex Snoqualmie Middle School and convert it into a 9th grade campus as part of Mount Si High School in the fall of 2013. While this plan was initiated to provide a long-term capacity solution for high school students, the creation of a 9th grade campus was also expected to facilitate a more successful student transition into high school, increase overall graduation rates, provide leadership opportunities for 9th graders, and allow for the introduction of STEM (science, technology, engineering and math) focused delivery of instruction.

In order to address the immediate resulting capacity needs at the middle school level caused by the annexation, the District anticipated utilizing additional relocatables until additional, permanent secondary capacity could be constructed in Snoqualmie. After a bond for a replacement middle school fell one vote short of obtaining the requisite 60% approval of the voters, the board voted in March 2012 to continue with plans to annex SMS as a 9th grade campus and contract from three to two middle schools in the fall of 2013.

In 2013, the board initiated a feasibility study to re-assess all possible alternatives to provide additional secondary capacity in the school district, including a replacement middle school or an expanded and remodeled Mount Si High School.

In the Fall of 2014, the Board concluded that it would pursue an expanded Mount Si High School and proceeded to adopt a 2015 bond proposition to construct a newly expanded Mount Si High School with modernization of certain existing components. The expanded and modernized Mount Si High school will also allow the District to re-locate the freshman campus onto the main high school campus, which will allow for the conversion of the current freshman campus back to a middle school (Snoqualmie Middle School). The voters approved the bond proposition in February 2015. Due to constraints at the Mount Si main campus, it was determined that land would need to be acquired as part of the bond proposition in order to provide the requisite amount of parking to adequately serve the expanded high school, as well as to meet zoning requirements. In addition, while not addressed in the bond proposition, expanded fields are needed to be able to adequately serve the anticipated larger student body. The District is currently working on land acquisition and alternative field solutions in order to address those known capacity needs.

The voter-approved proposition also included funds to construct a new elementary school (Elementary School #6). The District's elementary population is at capacity based on current programming levels. In addition to the transition to full day kindergarten by 2018, State law also calls for class size reduction in grades K through 3. Current class sizes for these grades, as funded by the State, are at a student to teacher ratio of approximately 25:1. By 2018, current law would require those ratios to be reduced to 17:1. This will require additional capacity at all existing elementary schools in the district. The construction of Elementary School #6 will provide initial capacity at all elementary schools, as each current elementary school is providing capacity that can be transferred to the new elementary school. However, future enrollment growth, when combined with reduced class sizes, may require additional future elementary school capacity. Future updates to this Plan will continue to monitor for this potential need. At a minimum, the District anticipates needing to provide additional relocatable classrooms at the elementary level both prior to and after the construction of the sixth elementary school.

Any middle school level capacity shortfalls will likely be addressed via conversion of computer labs into general classrooms and the reinstatement of Snoqualmie Middle School as part of the high school expansion project noted above. The classroom conversions should provide sufficient capacity relief at the middle school level prior to the time that Snoqualmie Middle School is brought back online as a middle school facility.

Section 2. Current District "Standard of Service"
(as defined by King County Code 21A.06

King County Code 21A.06 refers to a "standard of service" that each school district must establish in order to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors (determined by the district), which would best serve the student population. Relocatables (i.e. portable classroom units) may be included in the capacity calculation using the same standards of service as the permanent facilities.

The standard of service outlined below reflects only those programs and educational opportunities provided to students that directly affect the capacity of the school buildings. The special programs listed below require classroom space; thus, the permanent capacity of some of the buildings housing these programs has been reduced in order to account for those needs. Standard of Service has been updated to incorporate anticipated class size reduction at the K-3 level, but **does not** incorporate additional class size reductions for all other grades, as outlined in Initiative 1351, which was approved by voters in November 2014. Future updates to this plan will consider incorporating those class sizes as more details surrounding the implementation of Initiative 1351 are known.

Standard of Service for Elementary Students

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

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

- Resource rooms
- Computer rooms
- English Language Learners (ELL)
- Education for disadvantaged students (Title I)
- Gifted education (Hi-C)
- District remediation programs
- Learning assisted programs
- Severely behavior disordered
- Transition room
- Mild, moderate and severe disabilities
- Preschool programs

Standard of Service for Secondary Students

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

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

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

The District's ultimate goal is to provide a standard of service of 17 students per classroom for kindergarten through grade 3, and 25 students per classroom in grades 4 through 5. However, as the District is dependent upon increased State funding for the requisite teaching positions and currently lacks sufficient classroom capacity, it will take a number of years before the District's goal is feasible.

Room Utilization at Secondary Schools

It is not possible to achieve 100% utilization of regular teaching stations because of scheduling conflicts for student programs, the need for specialized rooms for certain programs, and the need for teachers to have a work space during their planning periods. Based on actual utilization due to these considerations, the district has determined a standard utilization rate of 83% (5 out of 6 periods) for secondary schools.

This utilization rate is consistent with information recently reported to the Board by NAC Architecture as part of a recent capacity analysis of Mount Si High School. The results of the capacity analysis concluded that 80% utilization is a realistic benchmark for utilization in that building.

Section 3. Inventory and Evaluation of Current Permanent Facilities

The District's current overall capacity after consideration for smaller class sizes in grades K-3 is 6,500 students (4,673 in permanent classrooms and 1,827 in relocatable classrooms). October student enrollment for the 2014-15 school year was 6,159 full time equivalents ("FTE"). FTE enrollment, based on the mid-range of recent third-party demographic projections, is expected to increase by 19% to 7,350 FTE students in 2020. Washington State House Bill 2776, which was enacted in 2010, requires all kindergarten classes in the state to convert to full-day kindergarten by 2018. We anticipate the District being required to convert beginning in 2016, which will double the kindergarten enrollment (as they only currently are counted as ½ FTE). As such, total District FTE enrollment increases by approximately 260 students beginning in 2016.

Calculations of elementary, middle, and high school capacities have been made in accordance with the current standards of service. Due to changes in instructional programs, student needs (including special education) and other current uses, some changes in building level capacity have occurred at some schools. An inventory of the District's schools arranged by level, name, and current permanent capacity are summarized in the following table. In addition, a summary of overall capacity and enrollment for the next six years is discussed further in Section 7.

The physical condition of the District's facilities was evaluated by the 2012 State Study and Survey of School Facilities completed in accordance with WAC 180-25-025. As schools are modernized, the State Study and Survey of School Facilities report is updated. That report is incorporated herein by reference.

Inventory of Permanent School Facilities and Related Program Capacity 2015

ELEMENTARY LEVEL				
Facility	Address	Grade Span	Permanent Capacity *	2014-15 FTE Enrollment **
CASCADE VIEW	34816 SE Ridge Street Snoqualmie, Washington	K thru 5	452	648
FALL CITY	33314 SE 42nd Place Fall City, Washington	K thru 5	320	564
NORTH BEND	400 E 3rd Street North Bend, Washington	K thru 5	304	506
OPSTAD	1345 Stilson Av SE North Bend, Washington	K thru 5 & Preschool	380	565
SNOQUALMIE	39801 SE Park Street Snoqualmie, Washington	K thru 5 & Preschool	320	616
	Total Elementary School		1,776	2,899

MIDDLE SCHOOL LEVEL				
Facility	Address	Grade Span	Permanent Capacity *	2014-15 FTE Enrollment **
CHIEF KANIM	32627 SE Redmond-Fall City Road Fall City, Washington	6, 7 & 8	593	727
TWIN FALLS	46910 SE Middle Fork Road North Bend, Washington	6, 7 & 8	615	740
	Total Middle School		1,208	1,467

HIGH SCHOOL LEVEL				
Facility	Address	Grade Span	Permanent Capacity *	2014-15 FTE Enrollment **
MOUNT SI	8651 Meadowbrook Way SE Snoqualmie, Washington	9 thru 12	1,218	1,158
MOUNT SI FRESHMAN CAMPUS	9200 Railroad Ave SE Snoqualmie, Washington	9	471	478
TWO RIVERS	330 Ballarat, North Bend, WA	7 thru 12	0	100
	Total High School		1,689	1,736

TOTAL DISTRICT	4,673	6,102

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

** *Difference between enrollment (pg.13) is due to rounding, Parent Partner Program, and out-of-district placements.*

Section 4. Relocatable Classrooms

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

The District inventory includes 82 relocatables (i.e. portable classroom units) that provide standard capacity and special program space as outlined in Section 2. The District inventory of portables provides approximately 28% of capacity District-wide. Based on projected enrollment growth and timing of anticipated permanent facilities, the district anticipates the need to acquire additional relocatables at the elementary school level during the next six-year period.

As enrollment fluctuates, relocatables provide flexibility to accommodate immediate needs and interim housing. Because of this, new and modernized school sites are all planned to accommodate the potential of adding relocatables in order to address temporary fluctuations in enrollment. In addition, the use and need for relocatables will be balanced against program needs. Relocatables are not a solution for housing students on a permanent basis, and the District would like to reduce the percentage of students that are housed in relocatable classrooms.

The cost of relocatables also varies widely based on the location and intended use of the classrooms.

Currently, three of the relocatables in our inventory are not intended for regular classroom use and have not been included in the capacity to house student enrollment.

Section 5. Six Year Enrollment Projections

The District contracts with Educational Data Solutions, LLC ("EDS") to project student enrollment over the next six years. EDS provides the District a low, middle and high-range projections that are based on historic growth trends, future building plans and availability, birth rates, as well as economic and various other factors that contribute to overall population growth. Based on the mid-range projection provided in November 2014 by EDS, enrollment is expected to increase by 930 students over the next six years.

The enrollment projections shown below have been adjusted beginning in 2016 to account for the conversion of half-day kindergarten students to full-day kindergarten students, as required by Washington State House Bill 2776, which was enacted in 2010. While this change does not increase the number of students (headcount) projected to attend our District over the next six years, it does increase the need for additional classroom capacity as these students will now be attending our buildings for the full day and will require twice the amount of space as their half-day counterparts. This adjustment results in an increase of approximately 260 FTE kindergarteners beginning in 2016. (Even without this adjustment, K-5 enrollment is projected to increase by 350 students by 2020.) After this adjustment, our District is projected to need to be able to provide classroom capacity for approximately 1,190 additional students by 2020, based on mid-range demographic projections. This represents an increase of 19% over the current population.

Snoqualmie Valley School District No. 410
Actual Full-Time Equivalent Enrollment through 2014 and Projected Enrollment from 2015 through 2020

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Enrollment Projections through 2020 *					
GRADE:	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Kindergarten **	205	223	234	236	233	257	245	267	263	514	522	520	542	541
1st Grade	508	480	504	505	490	495	540	530	576	576	562	571	568	592
2nd Grade	497	511	489	530	501	491	504	559	544	591	591	577	587	584
3rd Grade	477	504	512	491	522	510	509	515	571	556	604	603	591	601
4th Grade	479	481	505	527	493	534	517	509	526	583	567	615	617	605
5th Grade	425	484	481	506	517	492	528	538	511	527	584	570	616	618
K-5 Subtotal	**2,591**	**2,683**	**2,725**	**2,795**	**2,756**	**2,779**	**2,843**	**2,918**	**2,991**	**3,347**	**3,430**	**3,456**	**3,521**	**3,541**
6th Grade	444	414	472	475	491	504	472	514	527	503	519	575	561	607
7th Grade	433	437	416	469	480	488	512	481	519	534	510	526	582	568
8th Grade	422	441	426	430	473	481	476	505	480	527	543	518	534	592
6-8 Subtotal	**1,298**	**1,292**	**1,314**	**1,374**	**1,444**	**1,473**	**1,460**	**1,500**	**1,526**	**1,564**	**1,572**	**1,619**	**1,677**	**1,767**
9th Grade	423	431	476	431	408	467	477	489	510	489	536	552	526	543
10th Grade	429	402	403	420	400	406	473	469	473	500	479	526	541	516
11th Grade	372	415	391	383	385	364	369	396	423	439	464	444	488	503
12th Grade	310	306	359	346	372	410	363	388	394	415	431	455	437	480
9-12 Subtotal	**1,534**	**1,554**	**1,629**	**1,580**	**1,565**	**1,647**	**1,682**	**1,742**	**1,800**	**1,843**	**1,910**	**1,977**	**1,992**	**2,042**
K-12 TOTAL	**5,423**	**5,529**	**5,668**	**5,749**	**5,765**	**5,899**	**5,985**	**6,160**	**6,317**	**6,754**	**6,912**	**7,052**	**7,190**	**7,350**
	2.0%	*2.0%*	*2.5%*	*1.4%*	*0.3%*	*2.3%*	*1.5%*	*2.9%*	*2.6%*	*6.9%***	*2.3%*	*2.0%*	*2.0%*	*2.2%*

* *Enrollment Projections above relfect MID range enrollment projections provided by Educational Data Solutions, LLC (EDS) in November 2014.*

** *Kindergartenters are considered 1/2 FTE until 2016, when kindergarten classes are expected to be required to transition to full-day kindergarten per State House Bill 2776. EDS enrollment projections have been adjusted to reflect this change.*

Section 6. Six-Year Planning and Construction Plan

To address existing capacity needs, as well as to provide appropriate and enhanced programming opportunities for our students, the District has annexed Snoqualmie Middle School (SMS) and converted it into the Freshman Campus of Mount Si High School. The District plans to use the following strategies in order to address future needs districtwide:

- Construction of new schools: a new elementary in Snoqualmie and reconstruction and expansion of MSHS with both new construction and modernization components,
- Reinstatement of Snoqualmie Middle School upon partial completion of high school expansion and relocation of current Freshman Campus onto existing main campus location;
- Use of additional relocatables to provide housing of students not provided for under other strategies;
- Acquisition of land related to additional parking and construction requirements for the MSHS projects
- Field improvements needed to serve the expanded capacity at MSHS.
- Acquisition of land needed for expansion of transportation facility needs related to growth.

Following three failed bond proposals in 2007 and 2008 meant to increase the high school capacity via construction of a second high school, alternative long-term solutions were developed and analyzed over a two year period by a Long-Term Facilities Planning Committee composed of building and district administrators, a construction project manager, and two Board members. After considering a number of solutions, the committee focused most of its work on two alternatives: modernization and expansion of MSHS, and annexation of SMS as a satellite campus to MSHS. Modernization and upward expansion at the current MSHS facility was deemed to be cost prohibitive and highly disruptive to the student population during the multi-year construction timeline. Due to perceived educational improvements and advantages, better cost effectiveness – both operationally to the district and financially to taxpayers, and less overall disruption, the Committee's recommended solution was the annexation of SMS as a satellite campus to MSHS.

After annexation was proposed by the Long-Term Facilities Planning Committee and accepted by the School Board, a High School Educational Program Study Committee (HSEPSC) was convened to study the best use of SMS as part of MSHS. This committee included citizens representing all schools in our District, staff, MSHS students, and a School Board member. After six months of work, the HSEPSC recommended that the Board utilize SMS as a 9th grade campus and recommended that the campus programming include a STEM (Science, Technology, Engineering and Mathematics) emphasis, differentiated instruction, opportunities to develop freshman leadership skills, and systematic intervention programs. The School Board accepted this recommendation and began plans to annex SMS in the Fall of 2013, including plans for a replacement middle school in Snoqualmie, which was necessary in order to replace lost middle school capacity due to the annexation.

After a 2011 bond proposition for the replacement middle school fell one vote short of the required 60% voter approval, the Board revisited the timing of the annexation of SMS. In March 2012, the Board approved a resolution to continue to move forward with annexation in the Fall of 2013, without a replacement middle school, in order to alleviate high school overcrowding, and address programmatic improvements directed specifically at ninth graders and their transition into high school.

In 2013, the board initiated a feasibility study to re-assess all possible alternatives to provide additional secondary capacity in the school district, including a replacement middle school or an expanded and remodeled Mount Si High School.

In the Fall of 2014, the Board concluded that it would pursue an expanded Mount Si High School and proceeded to adopt a 2015 bond proposition to construct a newly expanded Mount Si High School with modernization of certain existing components. The bond proposition was passed by the voters in February, 2015. The expanded and modernized Mount Si High school will also allow the District to re-locate the freshman campus onto the main high school campus, which will allow for the conversion of the current freshman campus back to a middle school (Snoqualmie Middle School). Due to constraints at the Mount Si main campus, it was determined that land would need to be acquired as part of the bond proposition in order to provide the requisite amount of parking to adequately serve the expanded high school as well as to meet zoning requirements. Further, the main campus site does not currently have the requisite space for contractor/construction staging areas. The anticipated first phase of construction would occur in the site's existing parking lot, meaning off-site parking will need to be provided during construction. Additional land acquisition would help to address these needs, as well as identified overflow parking needs related to the high school operation. The bond proposition also did not address the need for expanded field capacity to adequately serve the anticipated larger student body. The District is currently working on land acquisition and alternative field solutions in order to address those known capacity needs.

The voter-approved proposition also included funds to construct a new elementary school (Elementary School #6). The District's elementary population is at capacity based on current programming levels. In addition to the transition to full day kindergarten by 2018, State law also calls for class size reduction in grades K through 3. Current class sizes for these grades, as funded by the State, are at a student to teacher ratio of approximately 25:1. By 2018, current law would require those ratios to be reduced to 17:1. This will require additional capacity at all existing elementary schools in the district.

The construction of Elementary School #6 will provide initial capacity relief at all elementary schools, as each current elementary school is providing capacity that can be transferred to the new elementary school. However, future enrollment growth, when combined with reduced class sizes, may require additional future elementary school capacity. Future updates to this Plan will continue to monitor for this potential need. The District plans to address capacity needs in the short term by providing additional relocatable classrooms at the elementary level both prior to and after the construction of the sixth elementary school.

Additionally, the bond proposition included consideration for the construction of a separate preschool facility that will serve the growing special education needs of our District. This facility would increase the capacity at the elementary schools which currently house our preschool program, and will allow for expansion of our preschool capacity in response to overall population growth.

Any interim middle school level capacity shortfalls will likely be addressed via conversion of computer labs into general classrooms, which should provide sufficient capacity relief prior to the reinstatement of Snoqualmie Middle School as part of the high school expansion project noted above.

The District also needs to identify additional land to address transportation facility needs. The District's current transportation facility is inadequate for meeting the District's needs. The District has no space at that facility to park additional busses which are needed to meet the growing student population. In planning for the most recent bond measure, the Board considered adding a new transportation facility to the project list. In an attempt to control the overall cost of the bond proposition, this facility was the first capital improvement left off of the prioritized list of needed improvements recommended by administration. However, at a minimum, additional land must be identified in the near future to meet short term needs, even prior to securing funding for a full-scale transportation facility.

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

After considering K-3 class size reductions to quantify current capacity, future enrollment projections, and added capacity from construction plans discussed in previous sections above, the following table summarizes permanent and relocatable projected capacity to serve our students during the periods of this Plan.

As demonstrated in the table, the District has continuing permanent capacity needs at ALL levels. Many of those needs will be addressed with construction of a new elementary school and expansion of Mount Si high school. However, given the conversion to full day kindergarten and reduced elementary class sizes required by 2018, combined with current enrollment projections, even after construction of Elementary School #6, the District will be facing a shortage of permanent capacity. Some of those additional capacity needs will need to be addressed in the short-term with relocatables.

As summarized in the table, the District currently has 28% of its classroom capacity in relocatable classrooms. With the addition of relocatable classrooms and the construction of two new facilities over the period of this Plan, the District would have 21% of its classroom capacity in relocatable classrooms in 2020, assuming older relocatable classrooms are not removed from service.

The District will continue to work towards reducing the percentage of students housed in relocatable classrooms, as well as monitoring the future elementary school needs in the district.

PROJECTED CAPACITY TO HOUSE STUDENTS

Elementary School K-5

PLAN YEARS: *	2015	2016	2017	2018	2019	2020
Permanent Capacity	**1,776**	**1,776**	**2,360**	**2,460**	**2,460**	**2,460**
New Construction: *ESI #6 & Preschool*	-	584	100	-	-	-
Permanent Capacity subtotal:	**1,776**	**2,360**	**2,460**	**2,460**	**2,460**	**2,460**
Projected Enrollment: **	2,992	3,350	3,433	3,459	3,524	3,544
Surplus/(Deficit) of Permanent Capacity:	(1,216)	(990)	(973)	(999)	(1,064)	(1,084)
Portable Capacity Available:	800	920	920	980	980	980
Portable Capacity Changes (+/-):	120	-	60	-	-	-
Surplus/(Deficit) with Portables:	(296)	(70)	7	(19)	(84)	(104)

Middle School 6-8

PLAN YEARS: *	2015	2016	2017	2018	2019	2020
Permanent Capacity	**1,208**	**1,208**	**1,208**	**1,208**	**1,208**	**1,679**
Conversion of Freshman Campus to MS	-	-	-	-	471	-
Permanent Capacity subtotal:	**1,208**	**1,208**	**1,208**	**1,208**	**1,679**	**1,679**
Projected Enrollment:	1,525	1,563	1,571	1,618	1,677	1,766
Surplus/(Deficit) of Permanent Capacity:	(317)	(355)	(363)	(410)	2	(87)
Portable Capacity Available:	359	359	359	359	359	426
Portable Capacity Changes (+/-):	-	-	-	-	67	-
Surplus/(Deficit) with Portables:	42	4	(4)	(51)	428	339

High School 9-12

PLAN YEARS: *	2015	2016	2017	2018	2019	2020
Permanent Capacity	**1,689**	**1,689**	**1,689**	**1,689**	**1,689**	**1,900**
New Construction: MSHS expansion - 1st Phase	-	-	-	-	211	-
Total Capacity:	**1,689**	**1,689**	**1,689**	**1,689**	**1,900**	**1,900**
Projected Enrollment:	1,801	1,842	1,910	1,976	1,992	2,042
Surplus/(Deficit) Permanent Capacity:	(112)	(153)	(221)	(287)	(92)	(142)
Portable Capacity Available:	548	548	548	324	324	168
Portable Capacity Changes (+/-):	-	-	(224)	-	(156)	-
Surplus/(Deficit) with Portables:	436	395	103	37	76	26

K-12 TOTAL

PLAN YEARS: *	2015	2016	2017	2018	2019	2020
Total Permanent Capacity:	**4,673**	**5,257**	**5,357**	**5,357**	**6,039**	**6,039**
Total Projected Enrollment:	6,318	6,755	6,914	7,053	7,193	7,352
Surplus/(Deficit) Permanent Capacity:	(1,645)	(1,498)	(1,557)	(1,696)	(1,154)	(1,313)
Total Portable Capacity	1,827	1,827	1,663	1,663	1,574	1,574
Total Permanent and Portable Capacity	6,500	7,084	7,020	7,020	7,613	7,613
Surplus/(Deficit) with Portables:	182	329	106	(33)	420	261

** Plan Years are calendar years; projected enrollment listed above represents fall enrollment of that year.*
*** After 2015, projected enrollment includes consideration for state-mandated transition to full-day kindergarten.*

Section 8. Impact Fees and the Finance Plan

The school impact fee formula ensures that new development only pays for the cost of the facilities necessitated by new development. The following impact fee calculations examine the costs of housing the students generated by each new single family dwelling unit (or each new multi-family dwelling unit). These are determined using student generation factors, which indicate the number of students that each dwelling produces based on recent historical data. The student generation factor is applied to the anticipated school construction costs (construction cost only, **not** total project cost), which is intended to calculate the construction cost of providing capacity to serve each new dwelling unit during the six year period of this Plan. The formula does not require new development to contribute the costs of providing capacity to address needs created by existing housing units.

The construction cost, as described above, is reduced by any state match dollars anticipated to be awarded to the District and the present value of future tax payments of each anticipated new homeowner, which results in a total cost per new residence of additional capacity during the six year period of this Plan.

However, in accordance with the regulations of King County and the cities of Sammamish, Snoqualmie and North Bend, the local community must share 50% of each cost per new residence. As such, the final impact fee proposed by the District to its respective municipalities for collection reflects this additional required reduction to the cost per new residence.

The finance plan below demonstrates how the Snoqualmie Valley School District plans to finance improvements for the years 2015 through 2020. The financing components are primarily composed of secured funding (via the recently approved bond proposition). The District currently owns land in Snoqualmie for the new elementary school, but will require additional land acquisition in order to meet the parking and zoning requirements for an expanded Mount Si high school main campus as well as construction requirements. In addition, districtwide field improvements will be needed in order to provide adequate field capacity for an expanded Mount Si high school. The District must also plan for additional land and facilities to meet identified transportation facility needs. Future updates to this Plan will include updated information regarding these properties and the associated school construction costs summarized in the finance plan.

For the purposes of this Plan's construction costs, the District is using cost estimates obtained in the Fall of 2014 as part of the bond proposition development. These cost estimates include an adjustment for expected cost escalation through the anticipated bid year of each anticipated project.

The District has also updated State Match availability estimates from OSPI. A district can be eligible for potential State matching funds for 1) new construction, and 2) modernization/new-in-lieu construction. For purposes of the Impact Fee calculation, only new construction matching funds are applicable.

Based on the most recent OSPI estimates, the district currently qualifies for state matching funds for approximately 68,200 square feet of new construction at the K-8 grade levels. As the District plans to construct approximately 77,200 square feet of qualifying elementary capacity, the District will thus be eligible to apply for State Match for approximately 88% of the planned K-8 construction. We have applied this 88% to the state match percentage rate per eligible square foot that the District qualifies for (43.66%), in order to accurately reflect anticipated district match percentage (38.4%) for K-8 new construction as part of the State Match credit calculations in Appendix A.

2015 FINANCING PLAN

Facility:	Estimated Cost	Unsecured Source of Funds: Bonds	Unsecured Source of Funds: State Match	Unsecured Source of Funds: Impact Fees	Secured Source of Funds: Bonds	Secured Source of Funds: State Match	Secured Source of Funds: Impact Fees
MSHS New/Modernization, Land Acquisition and Field Improvements	*$190,200,000* [1]	*$0*	*$0*	*$2,000,000*	*$188,200,000*	*$0*	*$0*
Elementary School #6, with preschool	*$41,500,000* [1]	*$0*	*$5,965,000**	*$500,000*	*$39,200,000*	*$0*	*$1,800,000*
Portable Classrooms - ES-MS	*$1,350,000* [1]	*$0*	*$0*	*$450,000*	*$0*	*$0*	*$900,000*
Land Acquisition - Additional Transportation Parking	*$1,500,000* [1]	*$0*	*$0*	*$1,500,000*	*$0*	*$0*	*$0*

** Note that State Match funds will be held and used to offset costs of unforseen conditions, unanticipated cost escalation, and/or project change orders, etc. At the completion of construction of all projects in the 2015 Bond Proposition, any unused State Match funds will be used to pay down principal outstanding on remaining debt. Such funds may also be used to make other capital improvements to the facilities of the District, but only after holding a public hearing thereon pursuant to RCW 28A.530.020.*

[1] *Listed here are estimated total project costs as adjusted for cost escalation through anticipated bid year.*
Please note that only construction cost (not total anticipated project cost) is used in the calculation of school impact fees. Those are estimated as follows:

Added Elementary School Capacity (excluding preschool): Estimated total project cost = $37,300,000 Estimated cost of construction = $25,900,000.
Added High School Capacity (excluding existing gym modernization): Estimated total project cost = $181,950,000 Estimated cost of construction = $128,820,000.

Appendix A: Single Family Residence Impact Fee Calculation

Site Aquisition Cost Per Residence

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

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	$0	n/a	0.4420	$0.00
Middle	25	$0	n/a	0.1510	$0.00
High	40	$0	n/a	0.1250	$0.00
				A---------->	$0.00

Permanent Facility Construction Cost Per Residence

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

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$25,900,000	584	0.4420	0.8808	$17,265.79
Middle	$0	0	0.1510	0.9498	$0.00
High	$128,820,000	2,100	0.1250	0.8874	$6,804.46
			.	B--------->	$24,070.25

Temporary Facilities Cost Per Residence

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

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$160,000	20	0.4420	0.1192	$421.49
Middle	$0	0	0.1510	0.0502	$0.00
High	$0	0	0.1250	0.1126	$0.00
				C--------->	$421.49

State Match Credit Per Residence (if applicable)

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

	CCCA	SPI Footage	District Match	Student Factor	
Elementary	$200.40	90	38.40%	0.4420	$3,061.21
Middle	$200.40	108	n/a	0.1510	n/a
High	$200.40	130	n/a	0.1250	n/a
				D---------->	$3,061.21

Tax Credit Per Residence

Average Residential Assessed Value	$453,609	
Current Debt Service Tax Rate	$1.1900	
Annual Tax Payment	$539.79	
Bond Buyer Index Annual Interest Rate	3.68%	
Discount Period (Years Amortized)	10	
	TC-------->	$4,448.80

Fee Per Residence Recap:

Site Acquisition Cost	A	$0.00	
Permanent Facility Cost	B	$24,070.25	
Temporary Facility Cost	C	$421.49	
Subtotal			$24,491.74
State Match Credit	D	($3,061.21)	
Tax Payment Credit	TC	($4,448.80)	
Subtotal			$16,981.73
50% Local Share			($8,490.86)
Impact Fee, net of Local Share			**$8,490.86**

Appendix A: Multi-Family Residence Impact Fee Calculation

Site Aquisition Cost Per Residence

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

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	$0	n/a	0.1090	$0.00
Middle	25	$0	n/a	0.0340	$0.00
High	40	$0	n/a	0.0320	$0.00
				A---------->	$0.00

Permanent Facility Construction Cost Per Residence

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

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$25,900,000	584	0.1090	0.8808	$4,258.02
Middle	$0	0	0.0340	0.9498	$0.00
High	$128,820,000	2,100	0.0320	0.8874	$1,741.85
			.	B--------->	$5,999.87

Temporary Facilities Cost Per Residence

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

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$160,000	20	0.1090	0.1192	$103.94
Middle	$0	0	0.0340	0.0502	$0.00
High	$0	0	0.0320	0.1126	$0.00
				C--------->	$103.94

State Match Credit Per Residence (if applicable)

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

	CCCA	SPI Footage	District Match %	Student Factor	
Elementary	$200.40	90	38.40%	0.1090	$754.91
Middle	$200.40	108	n/a	0.0340	$0.00
High	$200.40	130	n/a	0.0320	$0.00
				D---------->	$754.91

Tax Credit Per Residence

Average Residential Assessed Value	$207,357
Current Debt Service Tax Rate	$1.1900
Annual Tax Payment	$246.75
Bond Buyer Index Annual Interest Rate	3.68%
Discount Period (Years Amortized)	10
TC-------->	$2,033.67

Fee Per Residence Recap:

Site Acquisition Cost	A	$0.00	
Permanent Facility Cost	B	$5,999.87	
Temporary Facility Cost	C	$103.94	
Subtotal			$6,103.81
State Match Credit	D	($754.91)	
Tax Payment Credit	TC	($2,033.67)	
Subtotal			$3,315.23
50% Local Share			($1,657.61)
Impact Fee, net of Local Share			**$1,657.61**

Appendix B: Composite Student Generation Factors

Single Family Dwelling Unit:

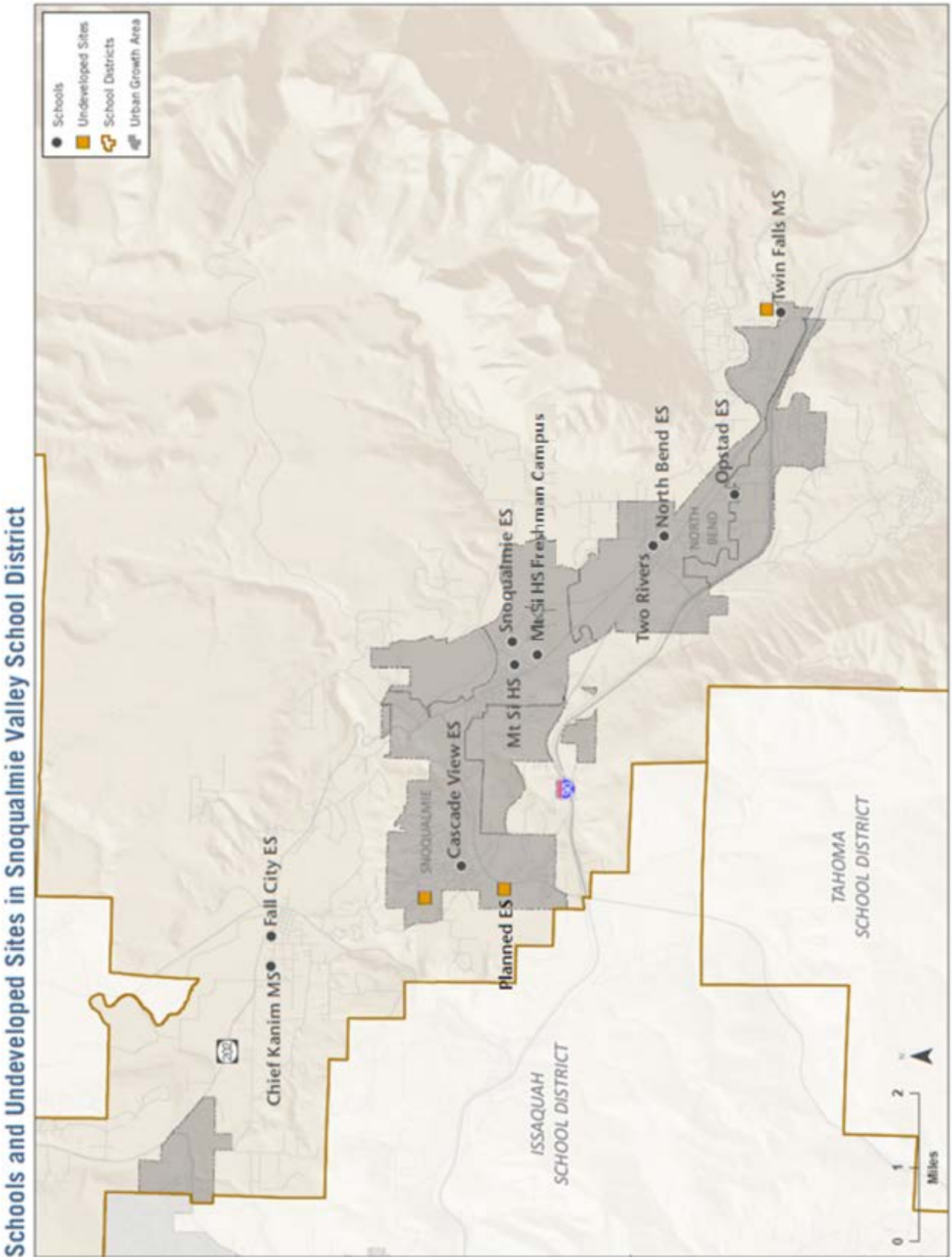
	Issaquah	Lake Wash.	**Average:**
Elementary	0.473	0.410	**0.442**
Middle	0.173	0.128	**0.151**
High	0.150	0.099	**0.125**
Total:	**0.796**	**0.637**	**0.718**

Multi Family Dwelling Unit:

	Issaquah	Lake Wash.	**Average:**
Elementary	0.156	0.062	**0.109**
Middle	0.051	0.016	**0.034**
High	0.049	0.014	**0.032**
Total:	**0.256**	**0.092**	**0.175**

Notes: The above student generation rates represent unweighted averages, based on adjacent school districts.

Ordinance No. 10162, Section R., Page 5: lines 30 thru 35 & Page 6: line 1: "Student factors shall be based on district records of average actual student generation rates for new developments constructed over a period of not more than five (5) years prior to the date of the fee calculation: provided that, if such information is not available in the district, data from adjacent districts, districts with similar demographics, or county wide averages may be used."


Schools and Undeveloped Sites in Snoqualmie Valley School District
Schools
Undeveloped Sites
School Districts
Urban Growth Area
Chief Kanim MS
Fall City ES
202
SNOQUALMIE
Cascade View ES
Planned ES
Mt Si HS
Snoqualmie ES
Mt Si HS Freshman Campus
90
Two Rivers
North Bend ES
NORTH BEND
Opstad ES
Twin Falls MS
ISSAQUAH SCHOOL DISTRICT
TAHOMA SCHOOL DISTRICT
0
1
2
Miles

LEGAL NOTICE
CITY OF NORTH BEND
King County, Washington

NOTICE OF PUBLIC HEARING

Notice is hereby given that the North Bend City Council will hold a public hearing to receive comments on proposed changes to Impact Fees collected on behalf of the Snoqualmie Valley School District. The hearing will take place during the Regular City Council Meeting on Tuesday October 20, 2015, 7:00 P.M., at the Mt Si Senior Center, 411 Main Avenue South, North Bend, WA.

Citizens may submit written comments regarding School Impact Fees to the City Clerk's Office at City Hall, 211 Main Avenue N. (P.O. Box 896), North Bend, WA 98045, up to the close of business, (4:30 P.M.) Monday, October 19, 2015 or verbally during the public hearing.

Further information is available by contacting City Hall at (425) 888-1211.

Posted: September 30, 2015
Published in the Snoqualmie Valley Record: September 30, 2015

City Council Agenda Bill

SUBJECT:	Agenda Date: October 20, 2015 AB15-112	
A Resolution Authorizing Adoption of Proposed Amendments to the 2015 Comprehensive Plan Pertaining to the Capital Facilities Element	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	CED Senior Planner – Mike McCarty	X
	Finance – Dawn Masko	
Cost Impact: N/A	Public Works – Mark Rigos	
Fund Source: N/A		
Timeline: Immediate		

Attachments: Resolution, Capital Facilities Element

SUMMARY STATEMENT:

Attached is the Planning Commission's Recommendation on the Capital Facilities Element of the Comprehensive Plan updated as required per the Comprehensive Plan periodic update under RCW 36.70A.

The revised element has been significantly simplified and reduced from 46 to 16 pages. Rather than provide extensive facility descriptions, levels of service, needs analyses, and 6-year capital improvement plans for each capital facility within this element, the updated Element instead provides a brief description of each particular facility and refers to other Comprehensive Plan Elements or functional plans that then go into greater detail and provide the required 6-year capital improvement plan for the respective facility. This format eliminates redundancies and the possibility for conflicting language and standards. Likewise, the goals and policies have been simplified to eliminate unnecessary or redundant language.

The Planning Commission reviewed the Element on July 9, 2015, July 23, 2015, and August 27, 2015, with a public hearing on July 23, 2015, and provided a recommendation on August 27, 2015.

COMMITTEE REVIEW AND RECOMMENDATION: The CED Committee reviewed the proposed amendments at their September 9, 2015 meeting and recommended approval, subject to some minor edits which have been incorporated into the attached Element.

RECOMMENDED ACTION: **MOTION to approve AB15-112, a resolution authorizing adoption of proposed amendments to the 2015 Comprehensive Plan pertaining to the Capital Facilities Element.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
October 20, 2015		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING ADOPTION OF PROPOSED AMENDMENTS TO THE CAPITAL FACILITIES ELEMENT OF THE NORTH BEND COMPREHENSIVE PLAN, FOR THE 2015 COMPREHENSIVE PLAN AMENDMENTS

WHEREAS, the City is required to prepare a Comprehensive Plan under the Growth Management Act (GMA) and required to implement the plan with development regulations which are consistent with the plan per RCW 36.70A.040; and

WHEREAS, the City is required to take action to review and, if needed, revise the Comprehensive Plan and development regulations to ensure the Plan and regulations comply with the GMA on a periodic basis per RCW 36.70A.130; and

WHEREAS, on April 15, 2014 the City Council directed staff and the Planning Commission to proceed with certain amendments to the 2015 Comprehensive Plan and public participation plan with passage of Resolution No. 1647; and

WHEREAS, the Planning Commission has implemented the scope of work as directed by Resolution No. 1647 and formulated amendments as necessary to ensure the Comprehensive Plan is in compliance with the current provision of the Growth Management Act and King County Countywide Planning Policies; and

WHEREAS, the Planning Commission provided review of the Capital Facilities Element at their July 9, 2015, July 23, 2015, and August 27, 2015 meetings; and

WHEREAS, the Planning Commission held a public hearing on the Capital Facilities Element on July 23, 2015, and recommended approval of the Capital Facilities Element at its August 27, 2015 meeting; and

WHEREAS, the proposed amendments were submitted to the Washington State Department of Commerce for review on July 2, 2015, and edits were made based on comments received from the Department of Commerce; and

WHEREAS, a SEPA Determination of Non-Significance will be issued for this element and all other amendments to the Comprehensive Plan prior to approval of the Ordinance adopting the 2015 Comprehensive Plan amendments;

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

Section 1. Approval of Proposed Amendments: The City Council supports approval of the amendments to the North Bend Comprehensive Plan Capital Facilities Element hereto attached as Exhibit A.

Section 2. Authorization of Comprehensive Plan Amendments: The City Council hereby directs that the amendments described in Section 1 be included as part of a future ordinance in which all of the 2015 Comprehensive Plan amendments will be adopted collectively.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF OCTOBER, 2015

CITY OF NORTH BEND:

_____

Kenneth G. Hearing, Mayor

APPROVED AS TO FORM:

_____

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

_____

Susie Oppedal, City Clerk

Effective:
Posted:

CHAPTER 6: CAPITAL FACILITIES ELEMENT

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- E.7 Facility Connection Charges
- E.8 Impact Fees
- E.9 SEPA Mitigation
- E.10 Endowments
- E.11Limitations on Municipal Indebtedness

CHAPTER 6: CAPITAL FACILITIES ELEMENT

A. INTRODUCTION

The Capital Facilities Element ensures that "capital facilities" (i.e. structures, improvements, infrastructures, land or other major assets), that have a useful life of at least 10 years, are in place and performing at the appropriate level of service standards and are developed concurrently with future development specifically for: streets, pedestrian, water, storm, and sewer, schools, police, fire, parks, and recreational facilities.

The Capital Facilities Element is developed in accordance with the Growth Management Act, RCW 36.70A.070(3), WAC 365-196-415 (Capital Facilities Requirements), and the King County Countywide Planning Policies per RCW 36.70A.210 and WAC 365-196-304(3).

To fulfill requirements set forth by the Washington Growth Management Act, the Capital Facilities Element includes the following information:

1. An inventory of existing capital facilities owned by public entities, showing the locations and the capacities of the public facilities;
2. A forecast of the future needs for such capital facilities;
3. The proposed locations and capacities of expanded or new capital facilities;
4. At least a six-year plan to finance such capital facilities within projected funding capacities that clearly identify sources of funds for such purposes;
5. A requirement to reassess the land use element if probable funding falls short of meeting needs and to ensure that the land use element, capital facilities element, and financing plan within the capital facilities element are coordinated and consistent; and
6. A statement that no local Comprehensive Plan or development regulation may preclude the siting of essential public facilities.

The Growth Management Act also requires that the Comprehensive Plan include a process and criteria for siting of essential public facilities (RCW 36.70A.200). Goals and policies for the siting of essential public facilities are included in this element.

The purpose of the Capital Facilities Element is to determine the availability of existing capital facilities, forecast future needs for such facilities based upon the projected growth in the community described in the Land Use Element, and determine how such facilities will be financed. Future needs should also be planned to maintain a locally determined level of service to be provided by those facilities. This concept of maintaining level of service standards throughout the planning period is embodied within Goal 12 of the Growth Management Act. Goal 12 states that public facilities and services necessary to support development shall be adequate to serve the development at the same time the development is available

for occupancy, or within six years for transportation facilities, and the level of service should not be below local minimum standards. This concept is known as "concurrency." In North Bend, concurrency applies to transportation, water, sewer, and stormwater facilities. Specific standards and procedures to implement concurrency are addressed in concurrency regulations adopted pursuant to the Growth Management Act and the policies of the Capital Facilities Plan. Service levels are established in the Capital Facilities Plan for water, sewer, and stormwater, plus fire, schools, police, and libraries. Impacts to these facilities may be mitigated by following concurrency and/or impact mitigation regulations adopted pursuant to this Plan.

B. CAPITAL FACILITY INVENTORY AND CAPACITY

This section discusses each facility and contains information about the facility provider, existing facilities, and current service. Functional plans provide further details for a number of these capital facilities and are incorporated by reference into this Capital Facilities Element.

B.1 Water System

Water facilities serving the City of North Bend are developed and maintained by the City water utility and Sallal Water Association. Potable water is supplied through a combination of groundwater and local springs, both privately and publicly owned. The sources are as follows:

- City of North Bend Water System – The City maintains a water distribution system of almost 38 miles of pipe ranging from 1 to 20 inches in diameter. The City water system serves approximately 1,892 connections in a service area of about 9 square miles including certain adjoining areas in unincorporated King County. About 34% of the City's distribution system is asbestos cement (AC) pipe, much of which is undersized and is nearing the end of its useful life. The other major distribution components are ductile Iron (DI), PVC, and/or Cast Iron (CI). Although capital improvements are fully shown in the City's current Water Comprehensive Plan (2010, or as amended), which is incorporated by this reference, system priorities include replacing aging and leaking water pipe to reduce breaks and protect water quality. City water sources include the following:
    - Mt Si Springs is the City's senior water right and primary source; use of the spring is limited by the need to provide 3 cfs (cubic feet per second) discharge to the Snoqualmie River.
    - The Centennial Well is the City's groundwater supply which requires mitigation for impacts to surface water flows based on instream flow regulated downstream from Snoqualmie Falls.
    - Mitigation water, which replaces ground water that would have otherwise entered the Snoqualmie River system, is purchased from Seattle Public Utilities from a spring near Rattlesnake Lake and is discharged into Boxley Creek when necessary.

- Sallal Water Association - Sallal Water Association serves the City of North Bend and its Urban Growth Area east of SE 428th Street. The Sallal Water Association is a private cooperative system that borders the City of North Bend's current service area on the southeast. As of 2015, the Sallal Water Association provides approximately 2,400 service connections.
- Private Wells - Approximately 85 private wells provide water to homes and other uses within the City and Urban Growth Area. It is anticipated that as development occurs, many of these wells will be decommissioned as new homes and other uses are required to connect to public water (either the City's water system or Sallal Water Association, depending on the location of the use).

Level of Service
The following level of service (LOS) standards shall be used to determine the adequacy of water resources and services (from *City of North Bend Water System Plan*, October 2010, or as updated):

A. Water Rights – Certificates as issued to the City of North Bend by Washington State Department of Ecology.
B. Conveyance – Group A Public Water System Waterworks Standards, Washington State Department of Health, 1999
    a. A residual pressure of 30 p.s.i. (pounds per square inch) at all points in the system during peak hour demand.
    b. A residual pressure of 20 p.s.i. at all points in the system during maximum daily demand plus a fire flow.
    c. A 6-inch minimum diameter pipe for supply.
C. Storage – Waterworks Standards, Washington State Department of Health, 1996.
    a. Adequate equalizing, standby, and fire suppression storage in the system based on system characteristics.

B.2 Sewer Facilities
Through its sewer utility, the City of North Bend is the sole sewer service provider within City limits. Some properties in the City are served by private septic systems. The City's current Comprehensive Sewer Plan, which is incorporated by this reference, provides a detailed description of the sewer facilities and systems.

The City owns and operates a municipal sewage collection and treatment system with associated force mains and a water reclamation facility that is capable of producing reuse quality effluent and Class A biosolids. The collection system currently serves approximately 1,246 customers comprised of residences and businesses. The wastewater treatment plant is located at 400 Bendigo Boulevard North, North Bend, Washington. The National Pollutant Discharge Elimination System (NPDES) permit allows the City to discharge treated wastewater to the South Fork of the Snoqualmie River.

In the next 20 years, the wastewater flow rate to the city's treatment plant and the Biological Oxygen Demand (BOD) loading from residential, business/commercial, and industrial sources are anticipated to increase as growth occurs within the City's Urban Growth Area (UGA). The City will continue to make investments in capital improvements to meet this anticipated growth and conduct regular rate studies to ensure that sufficient funding exists for such improvements.

Capital improvements, focused on providing additional capacity for expected development with the City of North Bend and its UGA, are fully articulated in the City's current Sewer Comprehensive Plan.

Level of Service
See the North Bend Sewer Comprehensive Plan, 2001 or as updated, which establishes sewer system levels of service. The following level of service (LOS) standards shall be used to determine the adequacy of sewer resources and services:

Adopted Plans
City of North Bend Comprehensive Sewer Plan, 2001, or as updated (update anticipated in 2016)
Sewer 6-Year Priority Plan (anticipated in 2016)

In addition to the Sewer Comprehensive Plan, the City is presently developing a 6-year priority plan, which identifies the necessary priority improvement at the Waste Water Treatment Plant (Table 1 below).

TABLE 1.
IMMEDIATE AND NEAR-TERM CAPITAL IMPROVEMENTS

		Construction Costs ($1,000s)			
		Immediate		Near Term	
		Priority 1	Priority 2	Priority 3	Priority 4
A. Monitoring Improvements					
1	HW - Add gate to separate sewage & RAS @ headworks	Done			
2	ULID6 PS - Re zero flow meter	Done			
3	Upgrade Sampler power and controls	$33			
4	Old IPS- revise piping to separate sewage & recycle flows from solids handling bldg	$114			
	SUBTOTAL	**$146**	**$0**	**$0**	**$0**
B. Hydraulic Improvements					
5	Oxidation Ditch - add new ML outlet weir and 30" pipe to eliminate aerator overloads	$261			
6	Old IPS - reprogram to prevent simultaneous pumping with ULID6 PS; route plant & trailer park raw sewage to ULID6 PS		$81		
7	ULID6 PS - replace small pump for lower flows, better grit removal & less pump wear		$65		
8	ULID6 PS - add bar rack to protect pumps from large solids		$21		
9	Headworks - reroute RAS to reduce headworks surcharging		$16		
10	Small Clarifiers - Refurbish clarifier mechanisms & replace RAS pumps for DOE capacity rating		$348		
	SUBTOTAL	**$261**	**$532**	**$0**	**$0**
C. Aeration					
11	Oxidation Ditch - Repair brush aerators for more reliable operation	$395			
12	Oxidation Ditch - Add DO and ORP control for better, more reliable effluent quality		$29		
	SUBTOTAL	**$395**	**$29**		
D. Washwater					
13	Washwater - provide reservoir in chlorine contact tank for more reliable UV cooling and sludge dryer odor control	$14			
14	Washwater - provide new strainer to prevent clogging sprays especially at sludge dryer quenching nozzles				$42
	SUBTOTAL	**$14**			**$42**
E. UV Disinfection					
15	UV disinfection - add low flow cooling loop with plant water	$14			
16	UV Disinfection - provide automatic pacing of UV dose with flow, transmittance and turbidity	$40			
17	UV Disinfection - add 3rd & 4th UV unit to provide higher dose			$406	
18	UV disinfection - add cooling fans to UV panels for safety				$15
	SUBTOTAL	**$54**		**$406**	**$15**
F. SCADA					
19	Provide SCADA alarms & controls for Centrifuge, Sludge Dryer, Washwater, Liquids Process, Old IPS	$244			
	SUBTOTAL	**$244**			
G. Scum Control					
20	Big Clarifier - provide scum aging tank for better scum and grease control		$50		
21	Big Clarifier - repair clarifier scum collection system and fix clarifier controls		$13		
22	Big clarifier - upgrade surface spray system for better scum removal and lower washwater use		$14		
	SUBTOTAL		**$77**		
H. Sludge Handling					
23	Sludge Dryer - Add dried sludge distrubutor and purchase haul truck		$367		
24	Sludge thickening - convert small clarifiers to sludge thickeners and aerated holding tank for more sludge handling capacity				$324
25	Standby Power - provide standby power for sludge dryer for more reliable operation and odor control			$349	
26	Sludge Tank - Add decant pump for gravity thickening and more sludge handling capacity				$23
27	Sludge Dryer - Provide backup water supply to quench tank for more reliable drying and odor control				$47
28	Sludge Dryer - exhaust fan control improvements for more reliable drying and odor control				$12
29	Dewatered sludge truck/container loading conveyor for alternate sludge disposal when dryer is insufficient	$200			
	SUBTOTAL	**$200**	**$367**	**$349**	**$405**
Preliminary Total Construction Cost (1)		**$1,313**	**$1,005**	**$755**	**$462**
Preliminary Total Project Cost by Priority (2)		**$1,672**	**$1,280**	**$961**	**$589**
Preliminary Total Project Cost (Sum of Priorities 1-4)			**$4,502**		

Notes:
(1) Construction Cost includes a 30% contingency and 8.8% Sales Tax
(2) Project Cost includes Construction Cost plus 15% Engineering, 15% Construction Management)

In addition to the above improvements, water temperature will also be addressed through improvements to the plant such as a shading structure, trees, or flow equalizer. Budgeting for this improvement will be determined prior to completion of the 6-Year Sewer Priority Plan.

B.3 Stormwater and Surface Water Facilities

The North Bend Department of Public Works manages drainage systems, stormwater facilities and surface water systems for the City. The current City of North Bend Stormwater Comprehensive Plan ("Stormwater Plan") is adopted herein by this reference and provides a detailed description of the City's stormwater system, as well as a Stormwater Capital Improvements Plan and funding mechanisms.

The City of North Bend is situated within the Three Forks area of the Upper Snoqualmie River Valley Floodplain in King County. The City lies between the Middle and South Forks of the Snoqualmie River. Local flooding may occur as a result of the flatness of the City's topography, large amounts of rain, surfacing groundwater and inadequate storm drain infrastructure in certain areas.

A stormwater utility has been created to provide a funding source, to supplement special fees, Capital Facilities Charges (CFCs), special grants and loans, and debt when needed to implement the Stormwater Plan. The utility is currently comprised of 1,977 ratepayers. In addition to the Stormwater Plan, the City also developed a separate Flood Hazard Management Plan which evaluates and describes system improvements to reduce flood hazards from the Snoqualmie River ("Hazard Plan"), which is incorporated by this reference.

Level of Service

The following level of service (LOS) standards shall be used to determine the adequacy of stormwater resources and services (See North Bend Comprehensive Stormwater Management Plan.):

A. Surface Water Design Manual, King County, Washington, except that off-site system capacity shall be analyzed and sized for conveying the 25-year peak flow runoff from contributing areas for the quarter-mile downstream reach from the developing site.
B. Runoff detention with discharge flows controlled to match pre-developed flows for 50% of the 2-year through the 100-year storm events.
C. An 80% removal of total suspended solids for a typical rainfall year assuming typical pollutant concentrations between 30 and 100 mg/l.

Adopted Plan

City of North Bend Stormwater Comprehensive Plan, December 2013, or as updated

B.4 Transportation Facilities

The Transportation Element of this Plan provides a detailed discussion of the transportation facilities in North Bend, including an inventory of facilities, street functional classifications, levels of service, accident analyses, and a 20-year project list of capital improvements. The City prepares and adopts a six-year Transportation Improvement Plan (TIP) as part of the Capital Improvement Plan (CIP) each year. The TIP lists both street and non-motorized projects and can include both funded and unfunded projects. Funding for the transportation projects are set forth in the TIP. This plan is prepared for transportation project scheduling, prioritization and grant eligibility purposes. Both the current Transportation Element and the TIP are adopted by reference as part of this Capital Facilities Element.

Level of Service

(See Transportation Element)

Adopted Plans

Transportation Element of the Comprehensive Plan, 2012, or as updated

6-Year Transportation Capital Improvements Plan, as updated annually

B.5 Municipal Buildings

The City's primary building infrastructure includes City Hall, the Public Works facility, the Community and Economic Development Office, the Fire Station (owned jointly with Fire District 38 and described separately under the Fire Protection section of this Element), and the Wastewater Treatment Plant (described under the Wastewater section of this Element).

The Public Works Facility was constructed in 2002 and houses all public works staff, including public works administrative staff, streets, stormwater, and parks staff. No additional building facility needs are anticipated at the Public Works facility within the 6-year timeframe.

The Community and Economic Development Office was originally built in 1958 as the North Bend Library. When the new library was constructed in 1994, the building became a municipal office, and currently houses the Community and Economic Development (CED) Department, containing planning and building staff. Planning and Building Department staffing needs within the 20-year timeframe are anticipated to grow by a small margin (2 to 3 employees). The existing building does not have space to accommodate the future staffing levels. However, the CED staff are anticipated to move to a new City Hall and Municipal Campus described below. When that occurs, the existing Community and Economic Development Office may be used for records and other municipal storage. A deed on the property requires that the building be used solely for municipal purposes.

City Hall was originally constructed in 1938 as the City's fire station. The building has been remodeled a number of times, but is showing its age and has become structurally and functionally deficient. The City plans to construct a new Civic Center or remodel the existing facility. Planning, cost comparisons and cost evaluations are underway as of the adoption of this plan.

B.6 Parks and Open Space

The Parks Element of the Comprehensive Plan provides a detailed description of the City's park and recreational facilities system, including an inventory of existing facilities, level of service standards, and a forecast of anticipated future needs to meet levels of service standards. The Parks Element also includes a 20-year Parks Capital Facilities Program for long-term improvements to the City's park, recreation and open space facilities, and a 6-year Parks Capital Facilities Plan with anticipated funding sources. The Parks Element is incorporated by reference as a part of the City's Capital Facilities Element.

Level of Service

(See Parks Element, updated 2015)

Adopted Plan

Parks Element of the Comprehensive Plan, 2015, or as updated.

B.7 Police Service

In September 2012, the Cities of North Bend and Snoqualmie entered into an Interlocal Agreement (ILA) for the City of Snoqualmie to provide Police services to North Bend. The agreement lasts through March 2019.

Per the ILA, and subject to an amendment in 2015 for additional service, Snoqualmie has hired eight additional full time-equivalent police officers, one additional records administration person, and acquired four additional fully equipped patrol vehicles to provide a minimum of two officers on duty within North Bend city limits at all times for 18 hours a day, and a minimum of 1 officer at all other times of the day. These officers, as with the rest of the Police Department, are stationed at the Snoqualmie Police Station at 34825 SE Douglas Street in Snoqualmie, though spend substantial time on patrol in North Bend.

The Snoqualmie/North Bend Police Department provides law enforcement services to both Cities including traffic safety, community policing, accident and crime investigation, crime prevention, and public education. The department presently employs 14 officers and 3 support staff. The police station can accommodate up to 21 personnel at any given time if offices are shared during a shift, or roughly 39 for occupation throughout the day. Dispatch and jail service is provided through contract by the Issaquah Police Department; inmate management services are contracted with the City of Issaquah and King County.

No expansion or modification of the Police Station is anticipated within the next six years, though depending on call service growth and priority call response times that necessitate additional police staff, the station may need additional work space within the next 15 years. The facility was designed for a future expansion via a 3,360 square foot ground-level addition, which would accommodate an additional 21 officers and support staff. Alternative scenarios include a second-story expansion over the current station parking lot, or construction of a new police station on the municipal campus location next to the Fire Station on the SE Snoqualmie Parkway. Barring expansion or relocation, the police station's estimated replacement year is 2047. The Police Department's patrol vehicles are shared among the officers, with a vehicle assigned to every two officers. Patrol vehicles are on a 5-year rotational replacement schedule.

In 2015, the Snoqualmie/North Bend Police Department operates 10 patrol vehicles (including 4 for North Bend), 1 jail transport vehicle, and 2 supervisory/patrol vehicles.

Level of Service
Average response time for police emergencies: Call to arrival 5 minutes; Dispatch to arrival 3 minutes.

Adopted Plan
Police Service Contract Snoqulamie/North Bend Police Department, September 2012, or as updated – Reevaluation of the Contract 1 year prior to its expiration should be a priority to ensure community needs continue to be met.

B.8 Fire Protection
The City of North Bend has its fire protection provided by Eastside Fire & Rescue, which was formed in 1999 as the consolidation of a number of Eastside fire departments to create a new fire and emergency medical service agency. A board of directors consisting of elected officials representing each of the agencies served governs the department. This includes a board member from the North Bend City Council.

A new North Bend Fire Station (station 87) was completed in 2013, located at 500 Maloney Grove Ave. SE. Station 87, owned jointly by the City of North Bend and Fire District 38, is a 13,166 Square foot facility with five apparatus bays, one of which is a double length bay that can accommodate two vehicles or one longer ladder truck. The building is anticipated to accommodate the staffing and facility needs over the 20-year planning period. The station currently houses one of each: ladder truck, engine, tender,

aid car, and medic unit.

Eastside Fire & Rescue staffs the station with three Firefighter/EMTs 24 hours a day throughout the year. Bellevue Fire Department, under contract with King County EMS, additionally staffs a Medic Unit with two Firefighter/Paramedics 24 hours a day throughout the year at the station. This full time staff is supplemented by reserve (volunteer) firefighters who report to the station on an on-call basis.

The services provided to the City of North Bend by Eastside Fire & Rescue include: fire protection and suppression, emergency medical service consisting of both advanced life support and basic life support, rescue, hazardous material mitigation, public education, and a fire prevention division. Emergency radio dispatch service is provided by North East King County Regional Public Safety Communication Agency (NORCOM), which is tied into the King County 9-1-1 system.

In addition to these services, special operation teams provide technical rescue, swiftwater rescue, and wildland firefighting capabilities. The fire prevention division includes review of development proposals and construction plans, construction site inspections, and fire safety (fire code enforcement) inspections. The fire prevention division also provides basic fire investigation, while arson investigation is through a contract with King County. Public education programs include fire station tours, school programs, and informational and educational presentations on a variety of subjects such as home and business safety, CPR and First Aid Training, and emergency preparedness.

All fire department agencies in King County Washington have an automatic mutual aid agreement in place. In essence, this agreement means that any fire department within the county that needs additional resources due to a particular emergency incident or multiple incidents can request resources from other agencies within the county. This mutual aid assistance is provided automatically and without cost to the requesting agency. The City of North Bend / Eastside Fire & Rescue falls under this automatic mutual aid agreement.

Level of Service
Average response time – 5 to 6 minutes

Adopted Plan
Eastside Fire and Rescue Interlocal Agreement, January 1, 2015, or as updated

B.9 Public Schools
The Snoqualmie Valley School District #410 serves the City of North Bend. School District facilities within the City include North Bend Elementary School, Opstad Elementary School, and Two Rivers Alternative School. The District currently does not have plans for additional school facilities within the City of North Bend, but does own property just outside of the City's Urban Growth Boundary adjacent to Twin Falls Middle School, that has been identified as a future elementary school site.

In 2015, voters approved a 20-year Snoqualmie Valley School District bond for district-wide improvements to existing school facilities, the construction of a new Elementary School in Snoqualmie (on Snoqualmie Ridge), a major reconstruction and expansion of the Mount Si High School, and conversion of the Mount Si Freshman campus back to a Middle School. No new schools within North Bend are provided in this bond measure.

King County Code Title 21A.43 refers to "standard of service" that each school district must establish in order to ascertain its overall capacity. The standard of service identifies the program year, the class size, the

number of classrooms, students and programs of special need, and other factors determined by the District that would best serve its student population.

The Snoqualmie Valley School District Capital Facilities Plan includes the standard of service as established by the Snoqualmie Valley School District's Board of Directors, which serves as the basis for the City's collection of School Impact Fees on behalf of the School District. The City of North Bend adopts by reference the Snoqualmie Valley School District's Capital Facilities Plan as a part of this Capital Facilities Element, unless the City Council adopts an ordinance contrary to the District's Capital Facilities Plan within a given year concerning the collection of school impact fees.

Level of Service
Please refer to the current adopted version of the Snoqualmie Valley School District Capital Facilities Plan which provides standards of service for class size.

Adopted Plan
(Adopted by Snoqualmie Valley School District): *Snoqualmie Valley School District Capital Facilities Plan*, as updated annually

B.10 Solid Waste Plan Summary
The City's Solid Waste Management Plan and waste contracts are guided by RCW 70.95 Solid Waste Management – Reduction and Recycling. This statute establishes a comprehensive statewide program for solid waste handling, and solid waste recovery and/or recycling which will prevent land, air, and water pollution and conserve the natural, economic, and energy resources of the State of Washington.

King County's *2013 Comprehensive Solid Waste Management Plan* presents the County's strategy for managing the solid waste systems, garbage, and recycling services over the next 20 years.

To comply with the State of Washington RCW 70.95 (Solid Waste Management – Reduction and Recycling) and the King County *Comprehensive Solid Waste Management Plan*, the City of North Bend has a contract with Republic Services as the service provider for the collection of curbside recyclables, compost, and garbage (mixed municipal solid waste). The City allows Republic Services to bill the customers directly for the contracted waste collection service. North Bend also has a signed agreement with King County for the dumping of the solid waste. Further information on solid waste management and the City's contract with Republic Services can be found in the Utilities Element.

Level of Service
Routine waste collection and disposal program, including curbside waste, recycling, and compost (yard/food waste) for all single-family residences.

Adopted Plan
City Contract with Republic Services, June 1, 2012, or as updated.

C. GUIDELINES AND CRITERIA FOR SITING ESSENTIAL PUBLIC FACILITIES

The Growth Management Act and the King County Countywide Planning Policies (CPPs) require that each city and county establish a process for identifying and siting all essential public facilities, including

federal, state, regional, or local proposals. The CPPs state that the Growth Management Planning Council shall establish a process by which all jurisdictions shall cooperatively site public capital facilities of a countywide or statewide nature. The process should include the following:

1. A definition of the facilities;
2. An inventory of existing and future facilities;
3. Economic and other incentives to jurisdictions receiving facilities;
4. A public involvement strategy;
5. Assurance that the environment and public health and safety are protected; and
6. Consideration of alternatives to the facility, including decentralization, demand management, and other strategies.

C.1 Criteria for Siting Essential Public Facilities

Per RCW 36.70A.200, essential public facilities are those facilities that are typically difficult to site such as airports, state education facilities, and state or regional transportation facilities as defined in RCW 47.06.140, state or local correctional facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020. No local comprehensive plan or development regulation may preclude the siting of essential public facilities.

Criteria for siting public facilities shall include the following components:

- The State shall provide a justifiable need for the public facility and its location in North Bend based upon forecast needs and a logical service area.
- The State shall establish a public process by which residents of North Bend have an opportunity to participate in a meaningful way in the site selection process.

The City of North Bend will continue to work with King County and other jurisdictions in the decision making process for the siting of county, regional, or state public capital facilities. The City will be a strong advocate for early involvement and broad public participation and will not preclude the siting of essential public facilities within its boundaries. For the siting of local public capital facilities, the City will follow a process that includes the six steps as outlined above.

D. GOALS AND POLICIES

CF - Goal 1: Provide adequate capital facilities and services necessary to serve the community's existing and future development while maintaining adopted level of service standards.

Policies:

CF - 1.1 Ensure new development meets the required level of service through a concurrency test consistent with the City's concurrency regulations.

CF - 1.2 Work to ensure facility costs do not exceed the projected revenue. If facility costs exceed revenue then consider alternatives: reduce the level of service to be provided, reduce the cost of proposed facilities, and/or revise the Land Use Element of the Comprehensive Plan to balance the demand for facilities with revenue sources.

CF - 1.3 Require that development proposals be reviewed for available capacity to accommodate development and needed system improvements by the various providers of services, such as sewer, water, streets, flood protection, police, fire department, parks, general governmental services, and schools.

CF – 1.4 Ensure ample public opportunity to participate in the planning for capital facility improvements.

CF - Goal 2: Ensure that the Capital Facilities Plan anticipates and provides for the ongoing maintenance and operation.

Policies:

CF - 2.1 Emphasize the following concepts in the management of capital facilities:

a. Provide preventative maintenance and provide cost-effective and timely replacement of aging elements;
b. Plan for the orderly extension and upgrade of capital systems while recognizing that system extensions associated with new development should be the responsibility of those desiring service;
c. Regularly inspect systems to ensure conformance with design standards; and
d. Reduce the potential for service rate increases through effective fiscal management and fair and equitable rate structures.

CF - 2.2 Identify established priorities and replace existing sewer lines that are in poor condition in order to reduce inflow and infiltration and to increase the availability of capacity in the sewage treatment system.

CF - 2.3 Establish and maintain a regular backflow prevention device inspection program to prevent contamination of the water system.

CF - 2.4 Establish and maintain a regular inspection and maintenance program for catch basins, oil and water separations, and detention ponds to keep the storm damage system functioning properly

CF - 2.5 Establish and maintain a sewage pretreatment program for users that contribute heavy metals to the wastewater treatment plant.

CF - Goal 3: Develop Capital Facilities in a manner that minimizes adverse impacts, encourages public participation, and maximizes opportunities.

Policies:

CF - 3.1 Implement best management practices available to ensure discharge of wastewater is handled to the highest environmental standard available ensuring river health.

CF – 3.2 Support and encourage the joint development and use of cultural and community facilities and co-location of facilities with other governmental or community organizations where these are areas of mutual concern and benefit.

CF – 3.3 Promote high quality design and site planning for the construction of capital facilities.

CF – 3.4 Provide outreach and notification to encourage the involvement of citizens in the siting of capital facilities.

CF – 3.5 Require that new capital facilities, including road improvements, are designed to enhance adjacent community assets such as parks, landmarks, and historic sites.

CF – 3.6 Encourage the multiple-use of corridors for major utilities, trails, and transportation rights-of-way.

CF – 3.7 Investigate the opportunity to use an exclusive utility franchise agreement to work with the local utility providers to develop a plan that will eliminate overhead utility lines.

CR – 3.8 Ensure opportunities are available to incentivize citizens to address failing septic systems and increase awareness of existing programs to residents, especially those bordering sensitive areas.

CF - Goal 4: Finance North Bend's needed capital facilities in the most economic, efficient, and equitable manner possible.

Policies:

CF - 4.1 Ensure that the burden for financing capital improvements is borne by the primary beneficiaries of the facility.

CF - 4.2 Consider long-term borrowing appropriate for financing capital facilities that benefit more than one generation of users.

CF - 4.3 Determine which services or facilities are most cost-effectively delivered by the City and which services should be contracted.

CF - 4.4 Where possible, use special assessment, revenue, and other self-supporting bonds instead of tax-supported general obligation bonds.

CF - 4.5 Adopt impact fees when legally authorized to mitigate the economic impacts of development.

CF - 4.6 Review the growth projections and capital facilities plans at least every other year before the City budget process to ensure that development does not out-pace the City's ability to provide and maintain adequate public facilities and services.

CF – 4.7 Ensure adequate staffing to enable the City to provide improvements necessary to the City’s capital facilities to maintain adopted level of service standards.

CF - 4.8 Phase the development of capital facilities to provide sufficient lead-time in financing, planning, and construction in order to provide the facilities when needed.

CF – 4.9 Coordinate the City's land use and public works planning activities with an ongoing program of long-range financial planning to conserve fiscal resources available to implement the Capital Facilities Element.

CF – 4.10 Ensure that fiscal policies to direct expenditures for capital improvements are consistent with other Comprehensive Plan elements.

CF - 4.11 Ensure that all city departments review changes to the Capital Facilities Element.

CF – 4.12 Monitor annually school, fire, police, park, waste disposal, and other capital facilities to ensure that existing and future needs are met.

CF – 4.13 Annually consider adoption by reference the Snoqualmie Valley School District Capital Facilities Plan. The City of North Bend shall collect on behalf of the District the most current school impact fee.

CF – 4.14 Achieve a bond rating of A+ or better to lower the cost for securing funding for capital improvements.

CF - Goal 5: Provide a full range of cost-effective services to residents within North Bend City boundaries and the Urban Growth Area as annexed.

Policies:

CF - 5.1 Coordinate with water districts and surrounding jurisdictions to ensure that requirements for future water supply and water quality will be met.

CF - 5.2 Provide an adequate water supply and distribution system at all times for all domestic use and for fire flow and fire protection.

CF - 5.3 Develop a long-range capital facilities program that anticipates the extension of public sewer and water to all residential areas of the City of North Bend.

CF – 5.4 Extend utility service to the North Bend UGA only pursuant to a pre-annexation agreement. .

CF - Goal 6: Protect the interests of the City and its residents in the siting of essential public facilities as defined in RCW 36.70A.200.

Policies:

CF - 6.1 Base decisions for siting of essential public facilities upon criteria including, but not limited to, the following:

a. Justification of need and location in area of North Bend;
b. Specific facility requirements (acreage, transportation access, etc.);
c. Land use compatibility;
d. Potential environmental impacts;
e. Potential traffic impacts;
f. Consistency with the Comprehensive Plan;
g. Public process for meaningful participation of the residents of North Bend;
h. Essential public facilities that are countywide or statewide in nature (e.g., solid waste and/or hazardous waste facilities) must meet existing state law and regulations requiring specific siting and permitting requirements; and

i. Impact on public health, safety, welfare, and property values by siting of essential public facilities.

CF – 6.2 Participate in regional processes for determining the location of essential facilities.

E. SIX-YEAR FINANCING PLAN

Under the Growth Management Act (GMA), the Capital Facilities Element is required to address all public facilities except transportation which is addressed separately in the Transportation Element. According to the GMA, public facilities and services shall be adequate to serve the development without decreasing the level of service described in the Comprehensive Plan. This section includes a discussion of existing and potential revenue sources, debt capacity, options for using debt financing to fund needed improvements, and an overall Capital Facilities summary of the finance plans for individual facilities. North Bend uses a number of different financing sources to pay for capital projects. The following paragraphs contain a summary of such potential funding sources: grants; loans; taxes; endowments; special improvement districts; bonds; capital facility charges; and impact fees.

E.1 General Fund Taxes

General fund taxes may be used to pay for construction of public facilities not financed by other dedicated funds. Streets, police buildings, and general governmental buildings such as a City Hall, are often funded in part by general fund taxes.

E.2 Special Improvement Districts

Road Improvement Districts, Business Improvement Areas, Utility Local Improvement Districts, and Special Assessment Districts are used to finance projects within a specific geographic area, as opposed to those that will serve the entire city. These projects are paid by assessments against the properties benefited by the improvements. For instance, Utility Local Improvement Districts (ULID) financing is frequently applied to water or sewer system extensions. Typically, ULIDs are formed by the City at the written request of the property owners within a specific area. Upon receipt of a sufficient number of signatures on petitions, the local improvement area is defined, needed improvements are identified, and an assessment system is designated for that particular area in accordance with state law. Each separate property in the ULID is assessed in accordance with the special benefits the property receives from the system improvements.

E.3 Special Revenue Funds

Special revenue funds account for revenues derived from specific taxes, grants, loans, or other sources that are designated to finance particular activities of the City. An example is the Real Estate Excise Tax which taxes real estate transactions.

E.4 Washington State Public Works Trust Fund Loans

Public Works Trust Funds are also considered special revenue funds for capital projects. They are loans from the State Department of Community, Trade, and Economic Development.

E.5 Bonds

As of 2015 the city has earned an A+ bond rating which allows the City to secure lower rates on loans and bonds. The City should endeavor to maintain or improve this rating. Such bonds include:

General Obligation Bonds

General Obligation (GO) Bonds are backed by the value of the property within the jurisdiction (its full faith and credit). There are two types of General Obligation Bonds: voter-approved and councilmanic. Voter approved bonds will increase the property tax rate with the increased revenues dedicated to paying principal and interest on the bonds. The North Bend City Council could approve councilmanic bonds without the need for voter approval. Principal and interest payments for councilmanic bonds come from general government revenues without a corresponding increase in taxes. This method does not use a dedicated funding source. As a result, general fund moneys required for pay back will not be available for other government operations.

Revenue Bonds
The revenue received from the utility for which the bonds are issued finances the capital facility or infrastructure. A portion of the utility charge is set aside to pay off the bonds as well as capital facility charges designated for each utility.

E.6 Grant and Loan Programs
North Bend may use various grants and loans to fund facilities. Potential sources are as follows:

- Community Development Block Grants
- Interagency Committee for Outdoor Recreation (IAC)
- Farmers Home Administration (Water & Wastewater Development Program; Community Facilities Program)
- Community Economic Revitalization Board
- Centennial Clean Water Fund Program
- Non-Point Water Quality Grants Program
- Transportation Improvement Board

E.7 Facility Connection Charges
State law allows Cities to charge a fee for connection to a sewer, water, or storm drainage system which the City presently does. The fee may be calculated based on reimbursement for a share of the cost for facilities already constructed and facilities that the utility will need to construct in the future.

E.8 Impact Fees
The Growth Management Act (GMA) authorizes cities to impose certain types of impact fees on new development. These fees should pay for the development's proportionate share of the cost of providing the public facilities needed to serve the development. Impact fees are collected for schools, transportation projects (including streets and sidewalks), parks and open space, and fire protection.

E.9 SEPA Mitigation
The State Environmental Policy Act authorizes cities to identify project impacts and require mitigation consistent with adopted policies and standards as a condition of development approval. This mechanism is commonly used where specific facility charges and impact fees do not adequately address mitigation of development impacts.

E.10 Endowments
Capital facilities can be funded with a grant of money from donors set aside specifically to fund the construction of particular designated facilities.

E.11 Limitations on Municipal Indebtedness
The Washington State Constitution places limits on the amount of general obligation debt that any city may incur. As prescribed by statutes of the State of Washington, the unlimited tax general obligation

indebtedness permitted for cities, subject to an approving 60 percent majority vote of registered voters at an election at which 40 percent of those who voted at the last general election cast a ballot, is limited to 2.5 percent of assessed value for general purposes, 2.5 percent for certain utility purposes and 2.5 percent for open space, park facilities and capital facilities associated with economic development. Within the 2.5 percent of assessed value for general purposes, a city may, without a vote of the electors, incur general obligation indebtedness in an amount not to exceed 1.5 percent of assessed value. Additionally, within the 2.5 percent of assessed value for general purposes, a city may, also without a vote of the electors, enter into leases if the total principal component of the lease payments, together with the other non-voted general obligation indebtedness of the city, does not exceed 1.5 percent of assessed value. The combination of unlimited tax and limited tax general obligation debt for general purposes, including leases, cannot exceed 2.5 percent of assessed value, and for all purposes cannot exceed 7.5 percent of assessed value. The City intends to always pursue the highest bond rating possible, therefore reducing indebtedness is a priority.

City Council Agenda Bill

SUBJECT:	Agenda Date: October 20, 2015 AB15-113	
A Motion Directing Staff to Conduct a Capacity Analysis Based on the Proposed Zoning Map for the 2015 Comprehensive Plan Update	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	CED – Jamie Burrell & Lynn Fredenburg	X
	Finance – Dawn Masko	
Cost Impact: N/A	Public Works – Mark Rigos	
Fund Source: N/A		
Timeline: Immediate		

Attachments:
Exhibit 1 – Existing Zoning Map
Exhibit 2 – Draft Zoning Map dated 10/7/2015 – This map depicts the Planning Commission recommendation in addition to input provided by the CED Council Committee and Workstudy
Exhibit 3 – Enlarged Map of SE 140th Neighborhood Business Zone and EP 2
Exhibit 4 – Enlarged Map of LDR properties off SE Orchard Dr. and NB Way near Torguson Park
Exhibit 5 - Enlarged Map of City owned properties near WWTP
Exhibit 6 – Enlarged Map of King County Parcel off Park Street
Exhibit 7 – Enlarged Map of proposed CLDR zoning
Exhibit 8 - Written Public comment

SUMMARY STATEMENT:

The City is currently updating the Comprehensive Plan as required by the Growth Management Act (GMA) – Chapter 36.70A RCW. The Land Use Element of the Comprehensive Plan contains the Zoning and Land Use Designation maps, which establish the zoning and land use designations for all land use within the City and its Urban Growth Area (UGA). This Element also contains the Capacity Analysis for meeting growth targets based on the zoning.

The attached Draft Zoning Map dated 10/7/2015(Exhibit 2) represents the work done to-date by the Planning Commission, CED Council Committee and the full Council during the Council Workstudy on September 22, 2015.

Based on input provided by the City Council during their September Workstudy, the remaining zoning issues to discuss are as follows ("Outstanding Issues"):

1. Certain parcels within the Neighborhood Business District between SE 140th and SE North Bend Way are proposed to remain Commercial (not Residential) on the Comprehensive Plan Land Use Designation Map, and remain Neighborhood Business (not Low Density Residential) on the Zoning Map. Planning Commission recommended the reverse approach. See Exhibit 3.

2. Parcels 132308-9025, 132308-9053, 132308-9065 and 132308-9066 between SE 140th and SE North Bend Way are proposed to remain Employment Park on the Comprehensive Plan Land Use Designation Map, and remain Neighborhood Business (not Employment Park 2) in zoning. The Planning Commission recommended the reverse approach. See Exhibit 3

3. Parcels on the north side of North Bend Way between the entrance to Torguson Park and Thrasher Avenue NE are proposed to be re-zoned from Low Density Residential to High Density

City Council Agenda Bill

Residential, with application of a Limited Commercial Overlay District. (Comprehensive Plan designation to remain Residential.). See Exhibit 4

4. A zoning change to parcels owned by King County and the City from commercial zoning to Parks/Open Space & Public Facilities. The King County parcel is located on Park Street and connects Si View to Park Street. The City owned parcels are located near the WWTP. See Exhibits 5 and 6.

5. Certain properties currently zoned Low Density Residential are proposed to be changed to a new residential zone, *Constrained Residential (CLDR)*, with ½ acre minimum lot sizes. During the September Workstudy the Council provided staff direction to include the long thin parcel located to the east of WoodRiver to the CLDR zone for discussion. See Exhibit 7
   - Properties located on the east side of the South Fork Snoqualmie River where south of Cedar Falls Way, and on the west side of the South Fork Snoqualmie River where south of the Berry Estates neighborhood.
   - Properties to the northwest of the Exit 32 interchange.
   - Properties east of the Wood River neighborhood.
   - Properties along NW 14th Street off Bendigo Blvd North currently zoned LDR.

Prior to conducting the last round of Capacity Analysis, which is based on the zoning map, Staff is seeking final direction from Council on the Draft Zoning map. This is needed in order to complete the Capacity Analysis for the Land Use Element.

Written comment received on the amendments are included in set 1 (for the 12/11/2014 Public Hearing before Planning Commission), and set 2 (for the 9/1/2015 Public Hearing before Council). See Exhibit 8

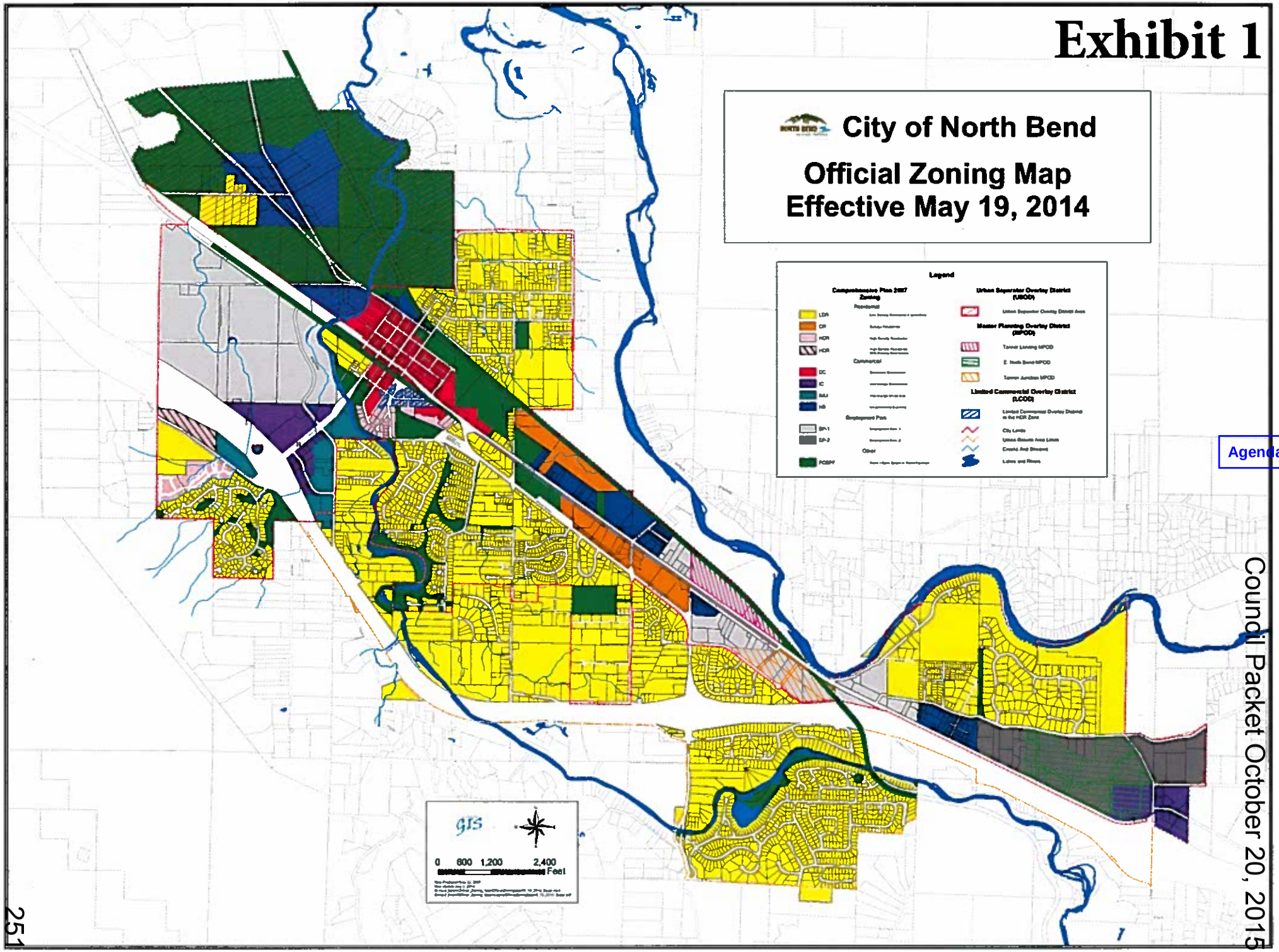
COMMITTEE REVIEW AND RECOMMENDATION: CED Committee reviewed the proposed amendments at their June 10, 2015 and August 12, 2015 meetings, following Planning Commission recommendation. City Council held a Special Workstudy on June 30, 2015 and September 22, 2015 to discuss the element.

RECOMMENDED ACTION: MOTION to approve AB15-113, providing staff direction to conduct a capacity analysis based on proposed Zoning Map dated October 7, 2015 (Exhibit 2) and the additional direction provided by Council during tonight's meeting on the above Outstanding Issues.

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
October 20, 2015		

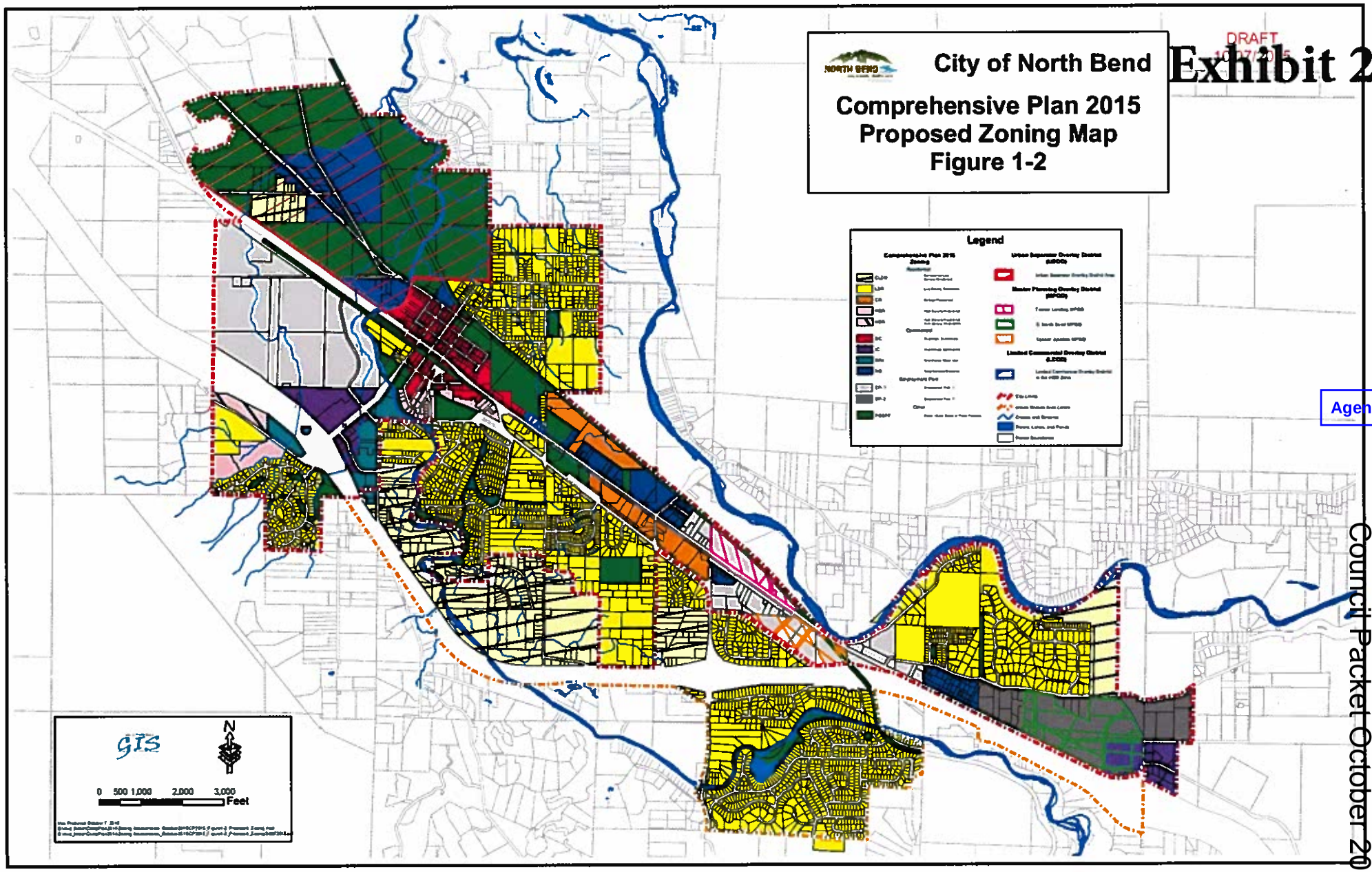
Exhibit 1



Agenda He

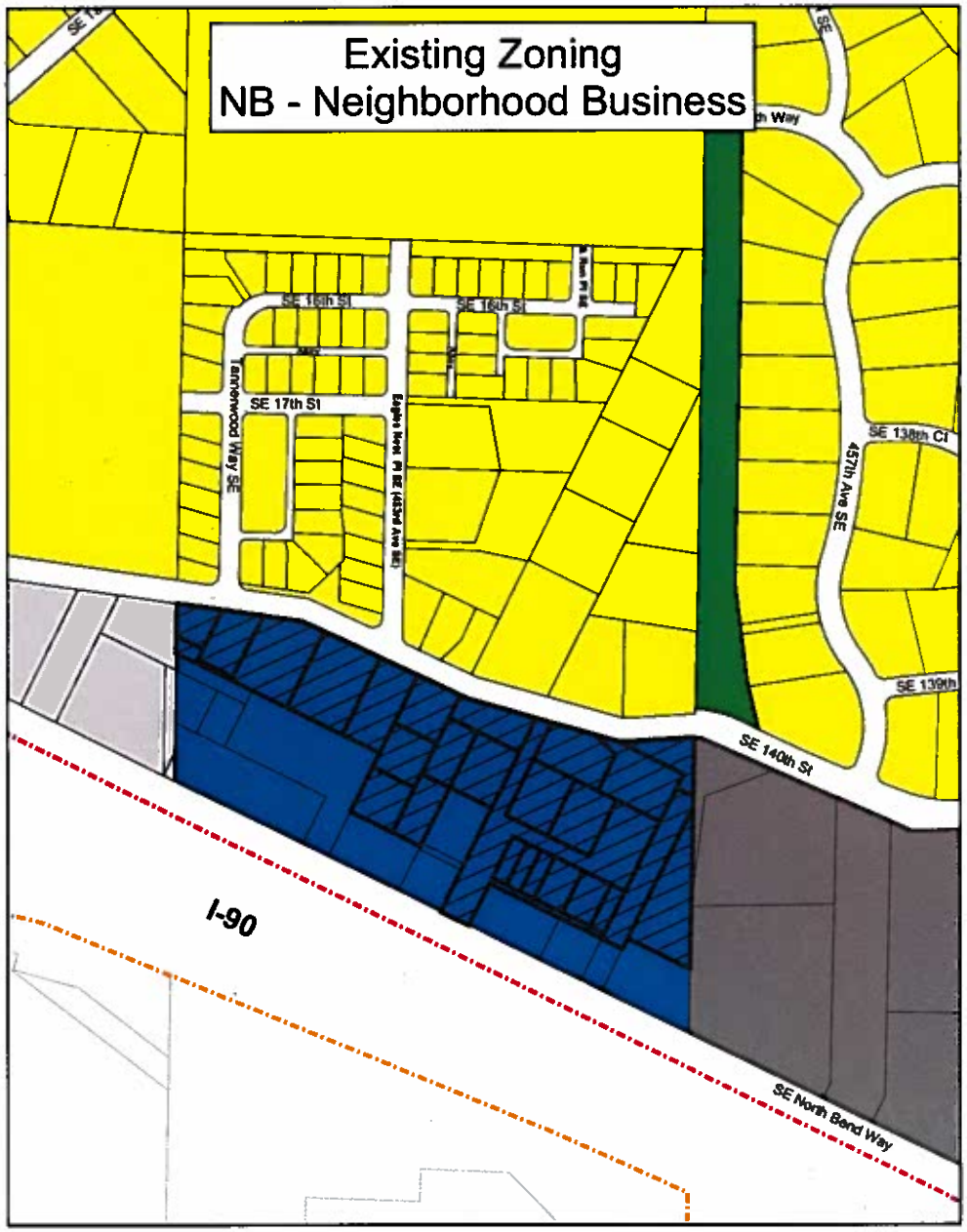
Exhibit 2

DRAFT



Agenda He

Exhibit 3


Existing Zoning
NB - Neighborhood Business
SE 16th St
SE 16th St
SE 17th St
Tannenwood Way SE
Eagles Nest Pl SE (453rd Ave SE)
457th Ave SE
SE 138th Ct
SE 139th
SE 140th St
I-90
SE North Bend Way

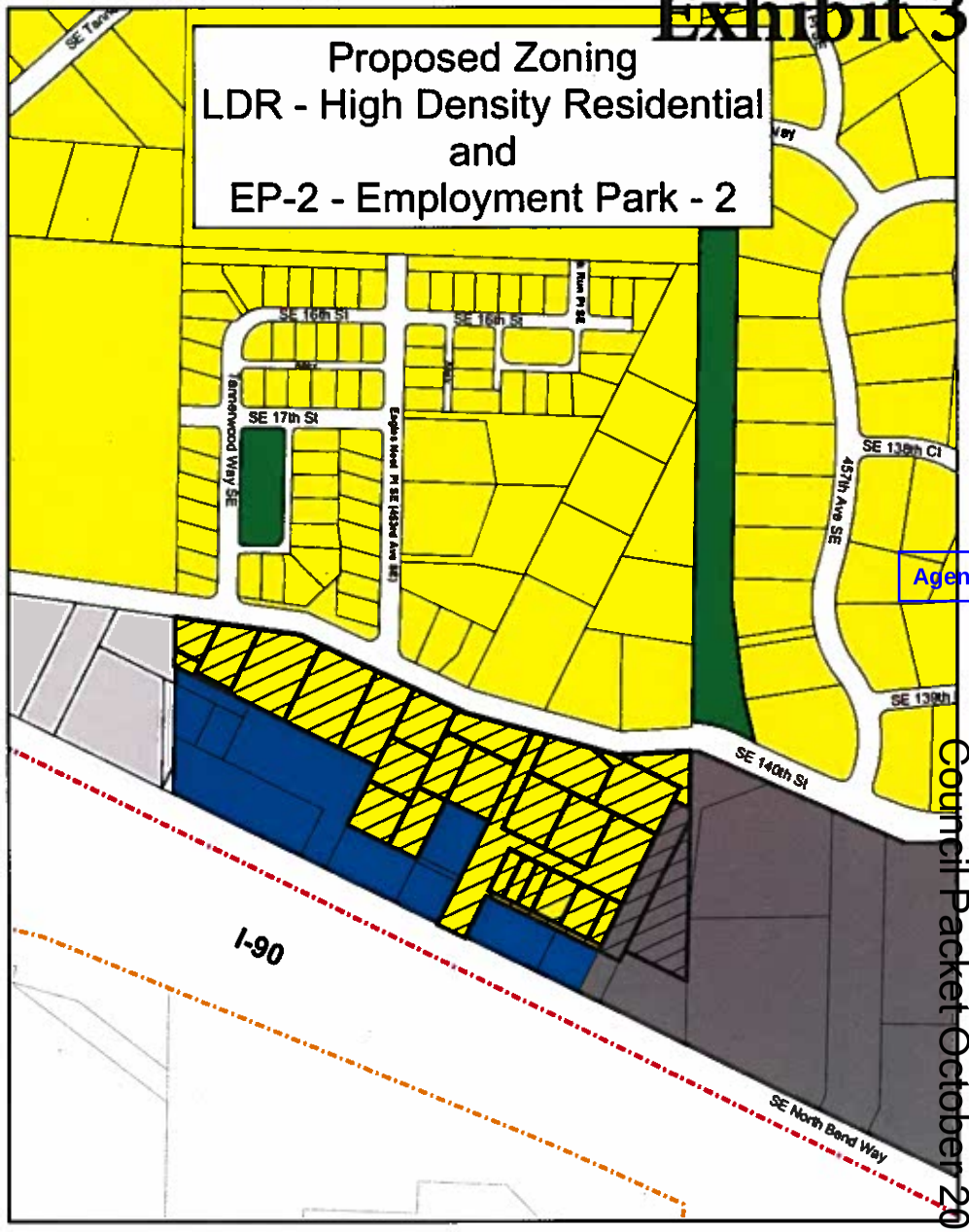
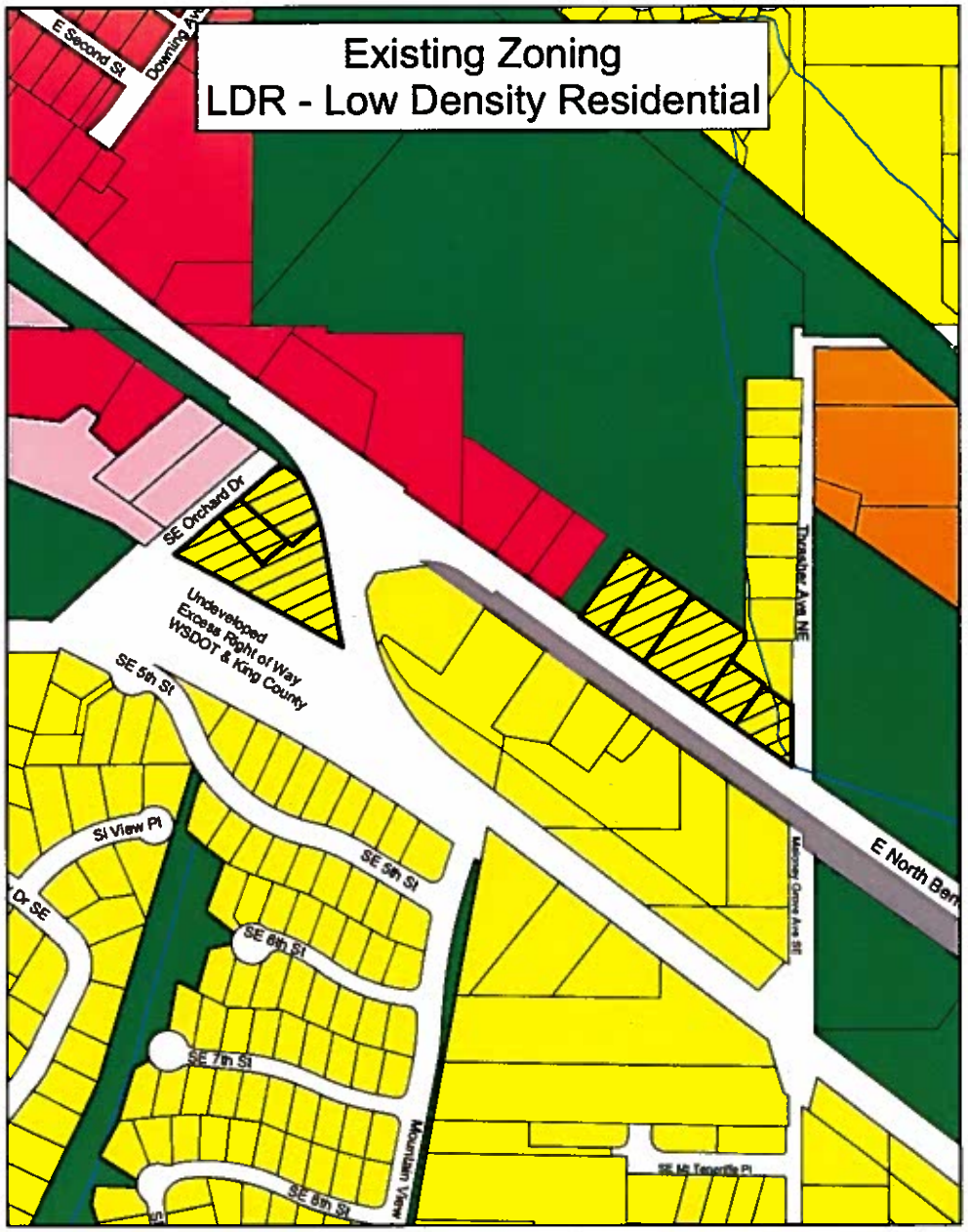

Proposed Zoning
LDR - High Density Residential
and
EP-2 - Employment Park - 2
SE 16th St
SE 16th St
SE 17th St
Tannenwood Way SE
Eagles Nest Pl SE (453rd Ave SE)
457th Ave SE
SE 138th Ct
SE 139th
SE 140th St
I-90
SE North Bend Way

Exhibit 4


Existing Zoning
LDR - Low Density Residential
E Second St
Downing Ave
SE Orchard Dr
Undeveloped
Excess Right of Way
WSDOT & King County
SE 5th St
SI View Pl
SE 6th St
SE 7th St
SE 8th St
Mountain View
Thrasher Ave NE
Mercer Grove Ave SE
E North Bern
SE Mt Tangerine Pl

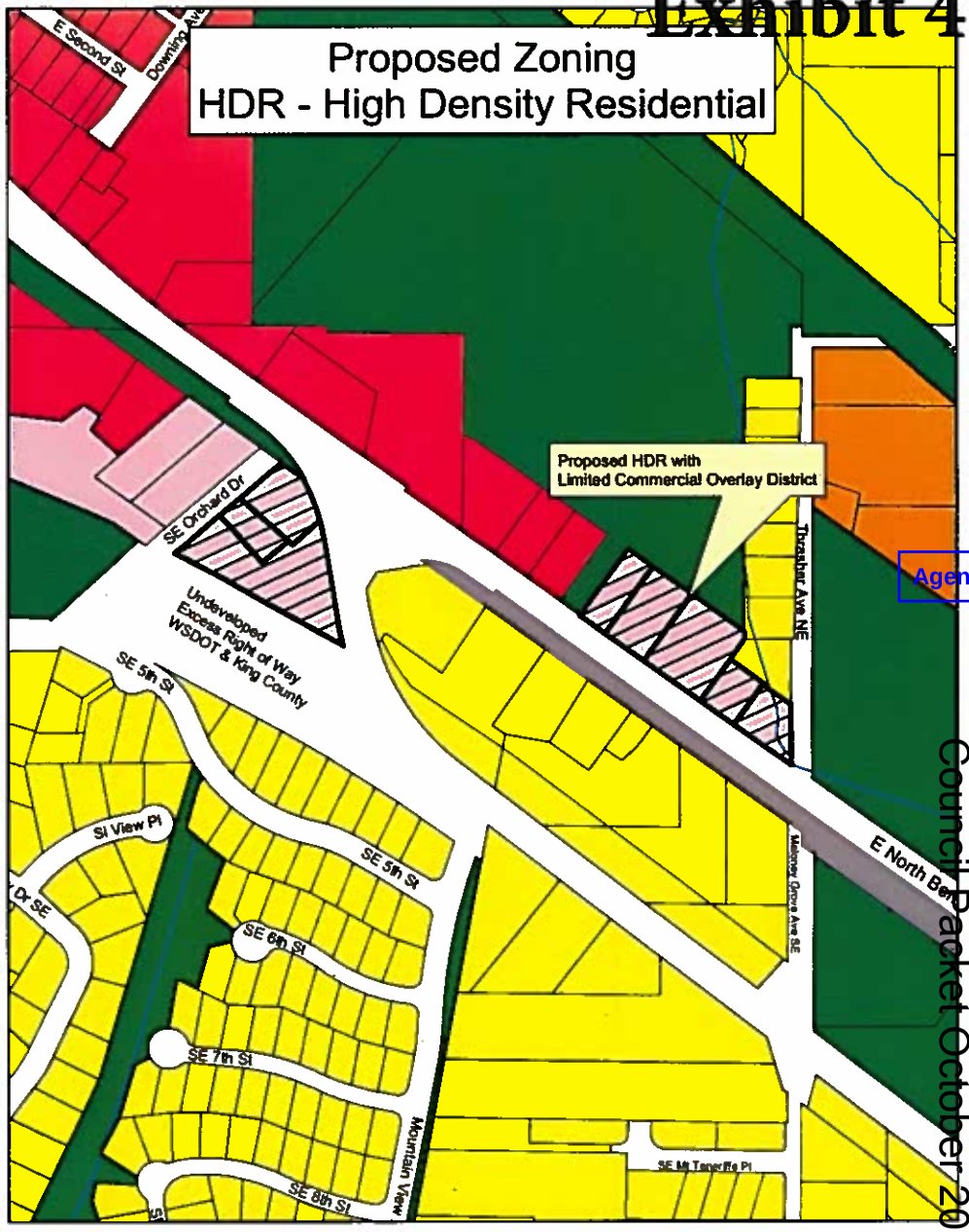
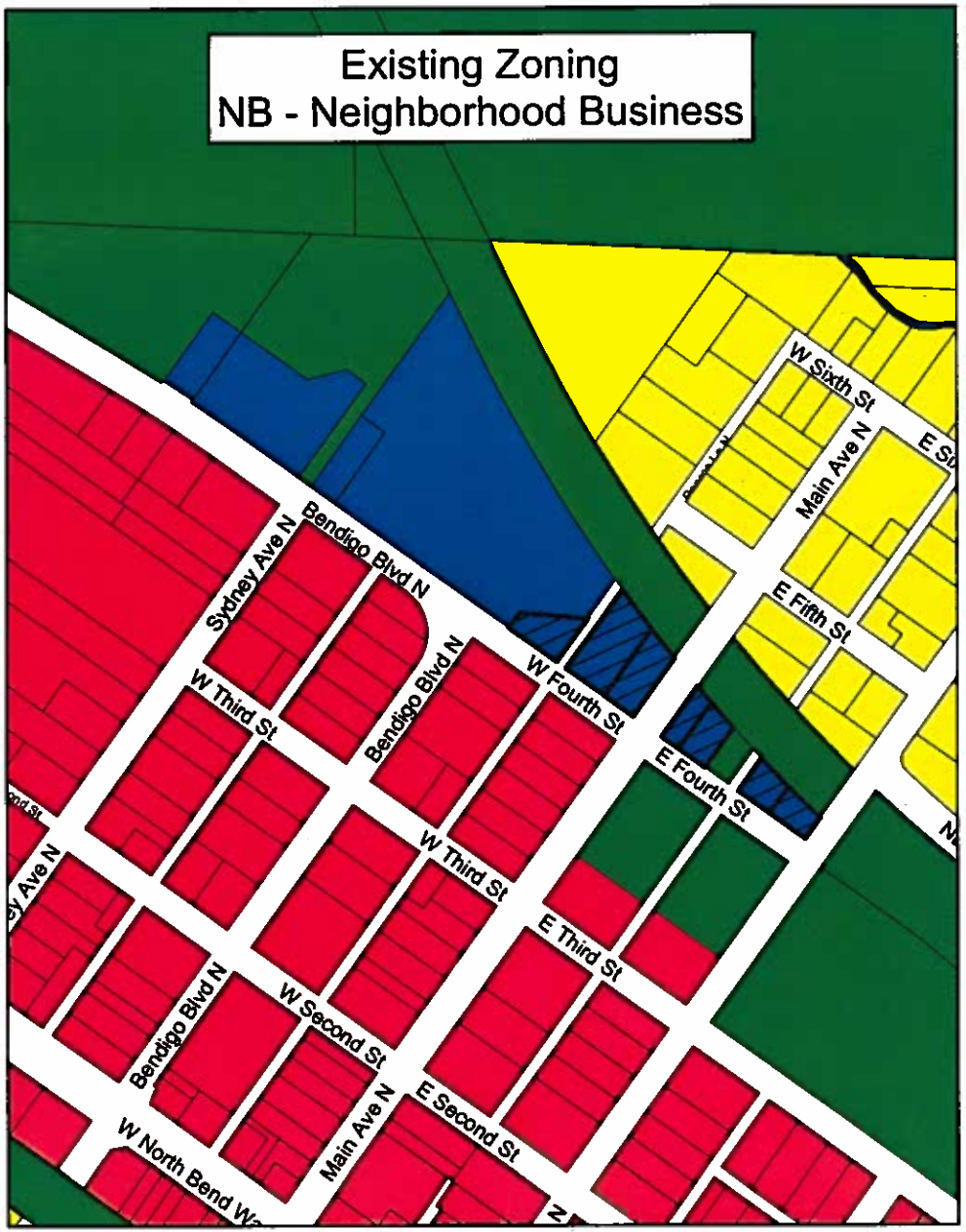

Proposed Zoning
HDR - High Density Residential
E Second St
Downing Ave
Proposed HDR with
Limited Commercial Overlay District
SE Orchard Dr
Undeveloped
Excess Right of Way
WSDOT & King County
SE 5th St
SI View Pl
SE 6th St
SE 7th St
SE 8th St
Mountain View
Thrasher Ave NE
Mercer Grove Ave SE
E North Ben
SE Mt Tangerine Pl

Exhibit 5


Existing Zoning
NB - Neighborhood Business
W Sixth St
Main Ave N
E Fifth St
Sydney Ave N
Bendigo Blvd N
W Fourth St
W Third St
E Fourth St
E Third St
W Second St
E Second St
W North Bend

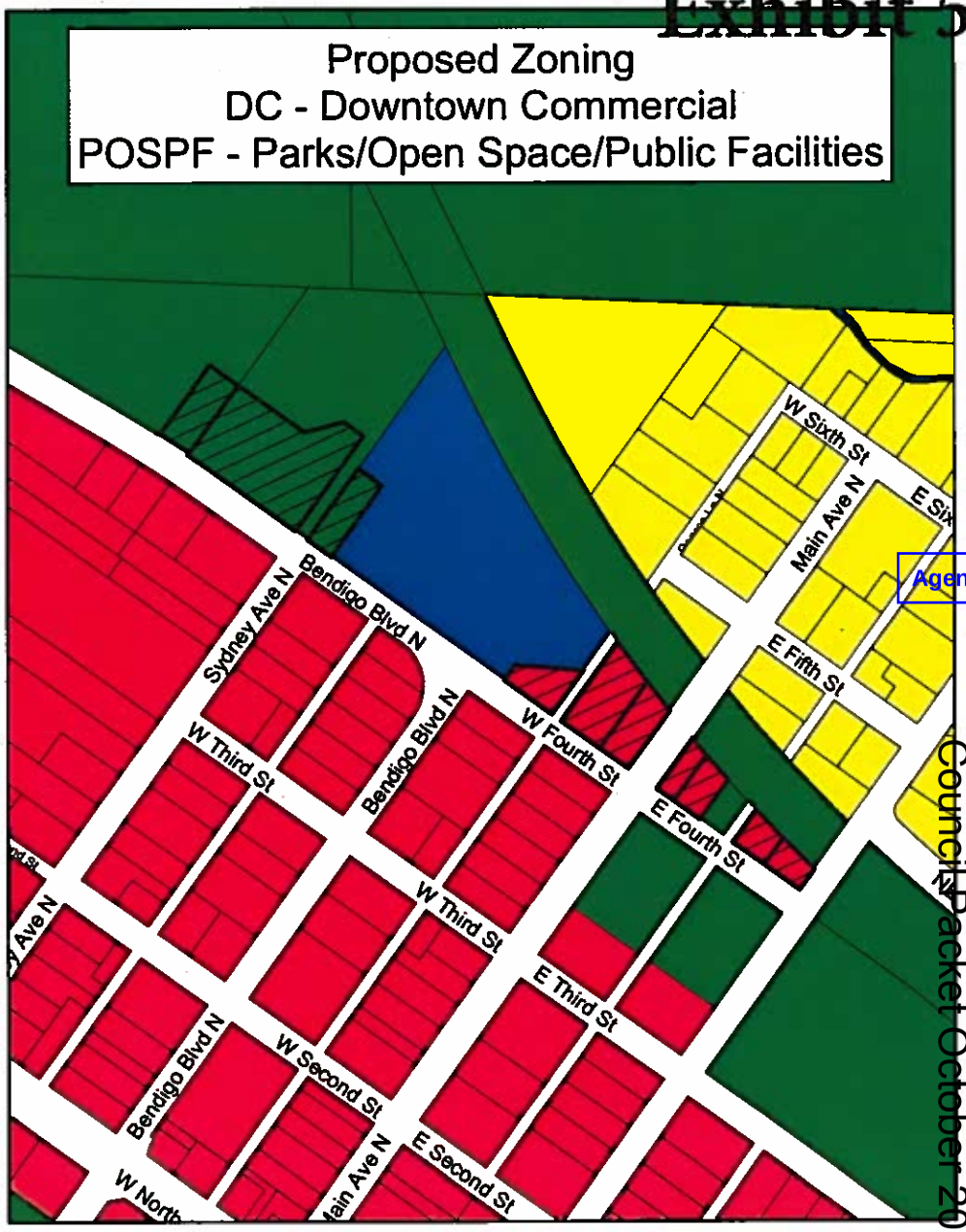
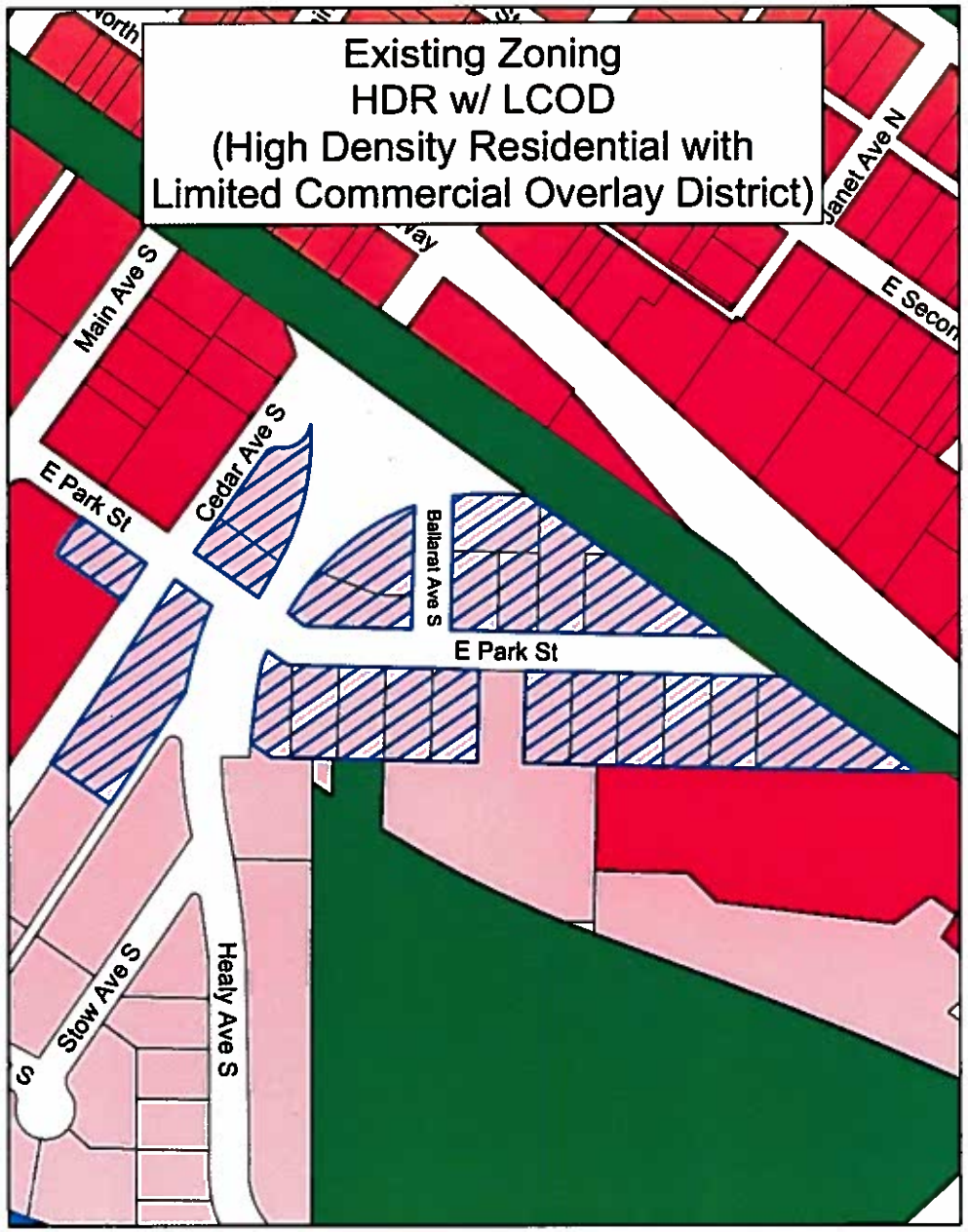

Proposed Zoning
DC - Downtown Commercial
POSPF - Parks/Open Space/Public Facilities
W Sixth St
Main Ave N
E Fifth St
Sydney Ave N
Bendigo Blvd N
W Fourth St
W Third St
E Fourth St
E Third St
W Second St
E Second St

Exhibit 6


Existing Zoning
HDR w/ LCOD
(High Density Residential with
Limited Commercial Overlay District)
Main Ave S
E Park St
Cedar Ave S
Ballarat Ave S
E Park St
Stow Ave S
Healy Ave S

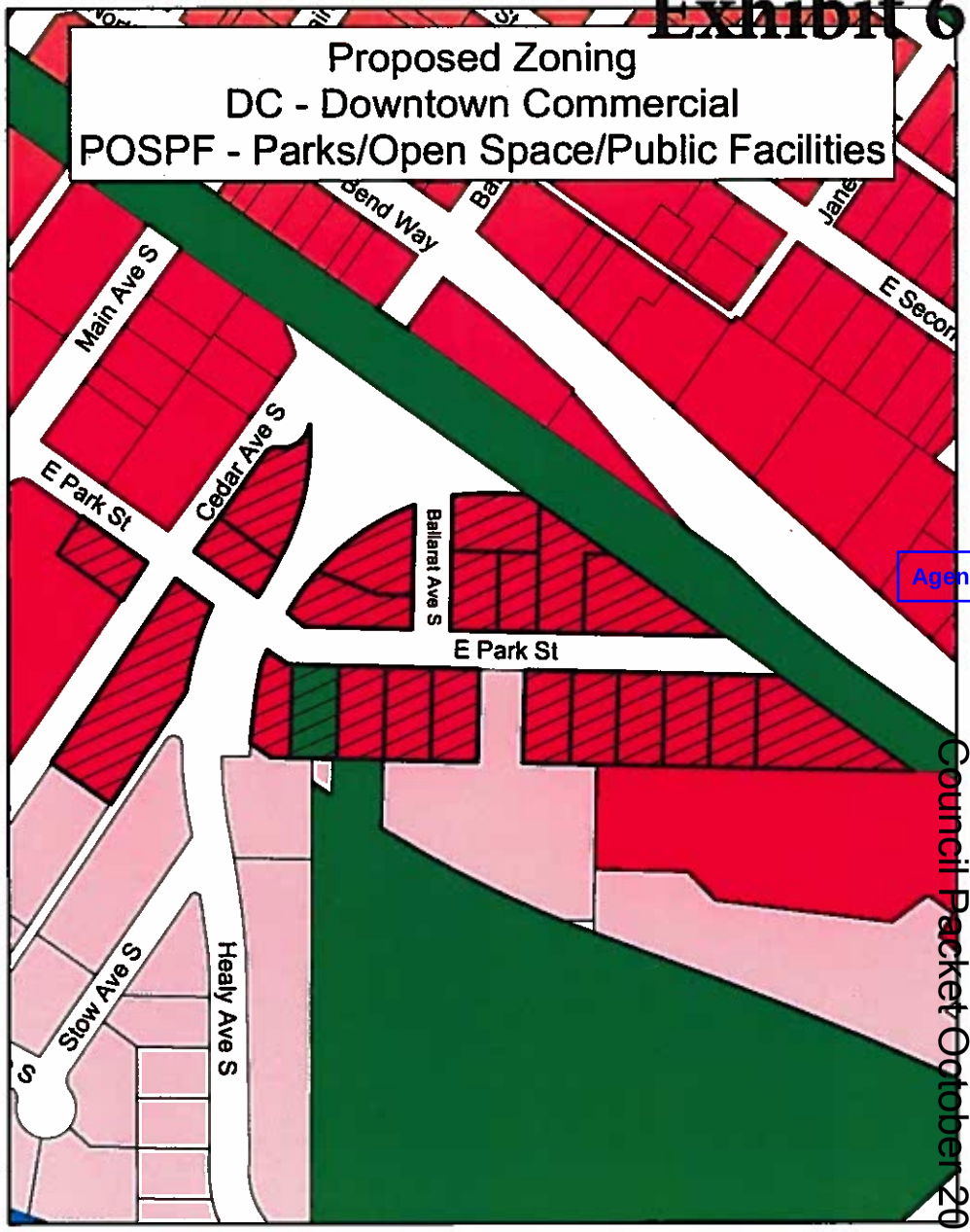
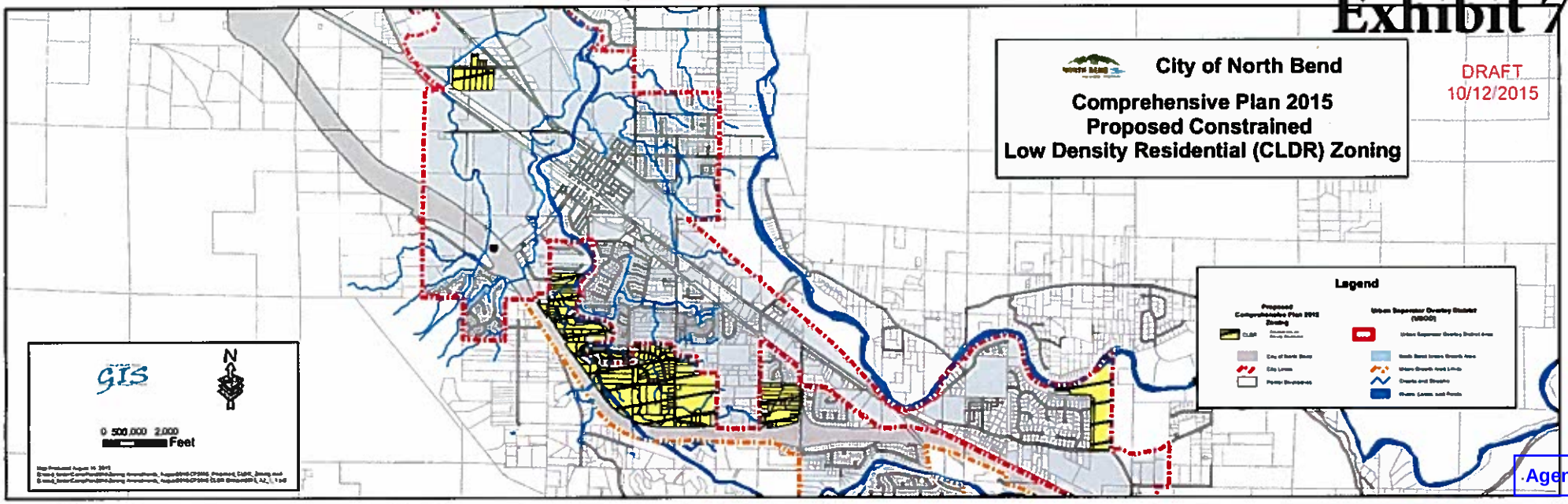
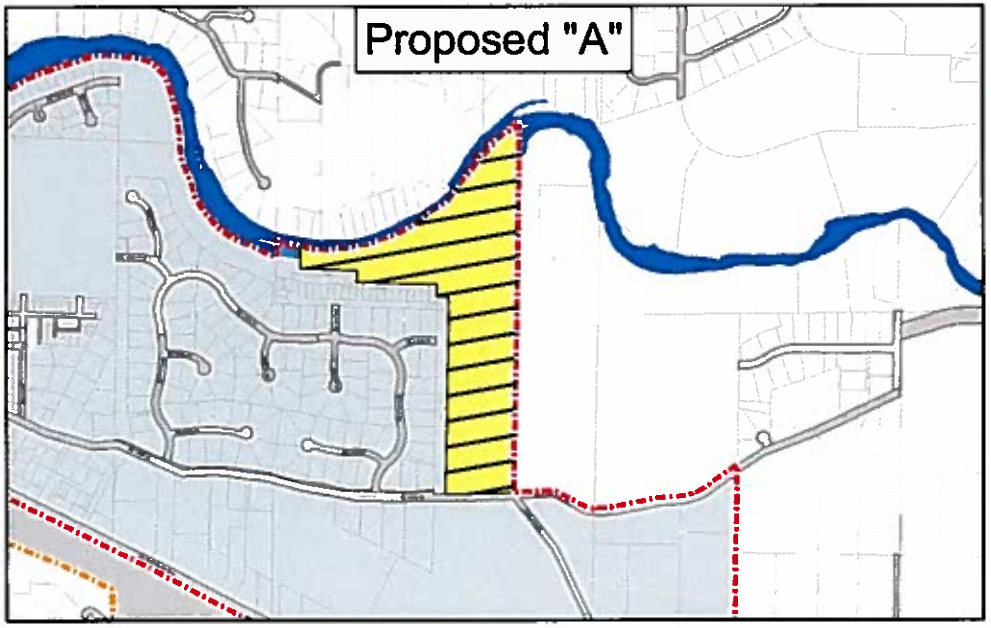
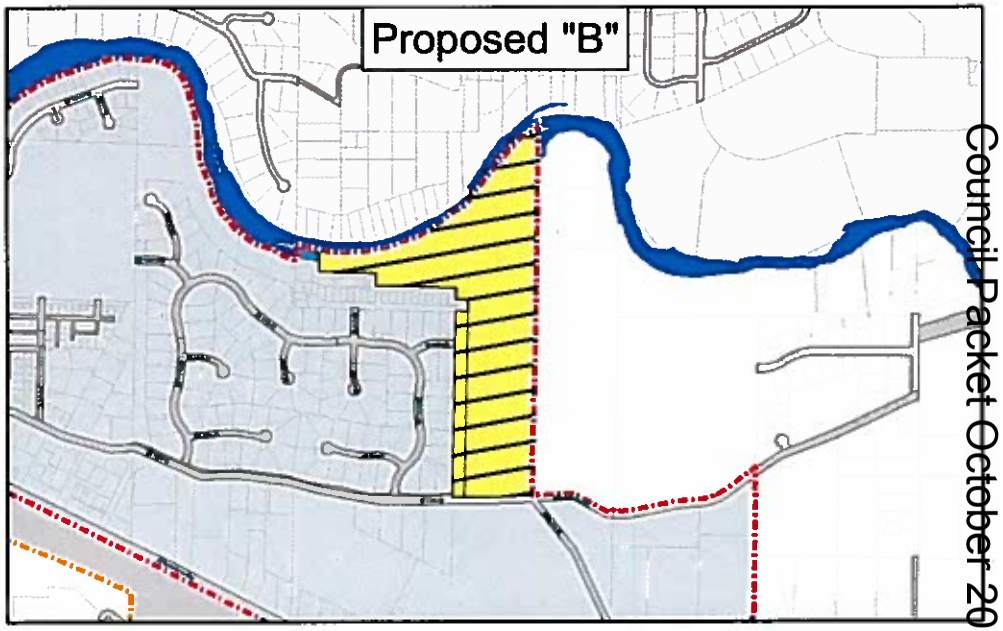

Proposed Zoning
DC - Downtown Commercial
POSPF - Parks/Open Space/Public Facilities
Main Ave S
E Park St
Cedar Ave S
Ballarat Ave S
E Park St
Stow Ave S
Healy Ave S

Exhibit 7


City of North Bend
Comprehensive Plan 2015
Proposed Constrained
Low Density Residential (CLDR) Zoning
DRAFT
10/12/2015
Legend
GIS
N
0 500,000 2,000
Feet


Proposed "A"


Proposed "B"

Land Use Element Comments

Set 1 of 2: Comments received for December 11, 2014 Public Hearing

(as included in the June 30, 2015 Council Workstudy Packet)

NORTH BEND
easy to reach. . .hard to leave

Dear property owner – you have received this notice because you live on or within 300 feet of a property that is being considered for a re-designation of the applicable Comprehensive Plan land use designation, and/or a rezone. You have received a map of the area being considered for revision in your area. Note there are additional revisions being considered in other parts of the City, which you can view on the City's website, per the instructions in the notice below.

NOTICE OF PUBLIC HEARING

Subject: Amendments to the Comprehensive Plan Land Use Map and Zoning Map

Public Hearing Date: December 11, 2014, 7pm, City Hall

Description of Proposal:
Amendments are proposed to the Comprehensive Plan Land Use Designation Map and North Bend Zoning Map affecting the following parcels as follows:

1. Parcels within the Limited Commercial Overlay District in the HDR zone, as shown on the current City of North Bend zoning map, are proposed to be re-designated from Residential to Commercial on the Comprehensive Plan Land Use Map, and re-zoned from High Density Residential to Downtown Commercial.

2. Parcels on 4th Street, as shown on the current City of North Bend zoning map as within the Neighborhood Business District, are proposed to be rezoned to Downtown Commercial (Comprehensive Plan designation to remain Commercial).

3. Parcels on SE Orchard Drive, including 1023089116 (vacant), 0923089046 (220 SE Orchard Dr.), and 1023089191 (240 SE Orchard Dr.), are proposed to be re-zoned from Low Density Residential to High Density Residential. (Comprehensive Plan designation to remain Residential.)

4. Parcels on the north side of North Bend Way between the entrance to Torguson Park and Thrasher Avenue NE are proposed to be re-zoned from Low Density Residential to High Density Residential, with application of a Limited Commercial Overlay District. (Comprehensive Plan designation to remain Residential.)

5. Certain parcels within the Neighborhood Business District between SE 140th and SE North Bend Way (except those fronting directly to SE North Bend Way) are proposed to be re-designated from Commercial to Residential on the Comprehensive Plan Land Use Map, and re-zoned from Neighborhood Business to Low Density Residential.

6. Parcels 132308-9025, 132308-9053, 132308-9065 and 132308-9066 between SE 140th and SE North Bend Way are proposed to be re-designated from Business to Employment Park on the Comprehensive Plan Land Use Map, and re-zoned from Neighborhood Business to Employment Park 2.

City of North Bend Community & Economic Development
126 E. Fourth St., P.O. Box 896, North Bend, WA 98045 • Phone 425.888.5633 • Fax 425.888-5636 •
www.northbendwa.gov

North Bend Community and Economic Development Department
PO Box 896
North Bend WA 98045

Comments regarding public hearing: December 11th 2014

After attending the Public Hearing of December 11th 2014, and listening to the commissions changes to the City of North Bend comprehensive plan and zoning maps. We are pleased with the direction that the planning commission has taken to propose the rezoning of a number of properties. We (Greg and Robert Bronemann) would like to comment on the rezoning of property own by us.

Chapter 1 Page 7 of the Land Use Plan describes Mixed-Use as:

> *5. Mixed- Use:* Mixed-use refers to the combining of retail/commercial/office and/or service uses with residential use in the same building or on the same site. Typically this is accomplished in the following way; 1) A structure with ground floor retail/commercial or service uses and the above floors occupied by residential use; 2) A structure which provides retail/commercial or service use in the portion fronting the public street with attached residential or office uses behind; and 3) Multiple structures on one site which provide retail/commercial or service uses in the structure(s) fronting the public street or public realm, and residential and/or office uses in separate structure(s) behind. Mixed-use development opportunities are recognized as a key plan component in creating revitalization of the existing built environment and spurring new development opportunities. Benefits of mixed use developments included but not limited to; 1) allows citizens to live, work and shop within a close proximity to each use; 2) creates activity within the district or neighborhood during longer periods of the day; 3) creates housing options and housing diversity; 3) promotes pedestrian activity and reduced auto dependency and 4) creates a sense of place.

We think that our property located on SE Orchard Drive parcels 1023089116, 0923089046 and 1023089191 would be better suited with this Mixed-Use designation than just High Density residential designation. We think Mixed-Use designation would be more pleasing and provide a better gateway into North Bend than just high density residential. We don't want to see just another low end apartment complex built on this property offering no vitality to the neighborhood. Mixed use would promote more vitality and extend the business center of North Bend to the East 'promoting the "village quality" where residential and commercial uses exist in harmony'.

We would like to request that the planning commission rezone those parcels now designated as Low Density Residential to that of Mixed Use or High Density with limited Commercial Overlay (I believe that is another designation for the same thing).

Historically, this property was the location of a large farm house once located on the now vacant lot 1023089116, the farm extended south to the river. My Grandfather owned this property and was asked to sell some of the property to the state for the proposed I90 (now designated as the undeveloped Excess Right of Way WSDOT & King County). The remainder of the property he used to build the Si View golf course and was later sold it to Cecil Thompson. At some point (1980's) it was sold to a developer and the golf course is now a housing development. As heirs to this property, we should have the first right of refusal to the sale of this undeveloped WSDOT land by the state.

We would also like to point out that my grandfather had given King County (now the city) 30' of the property on Orchard Drive as a Right of Way in Lieu of favorable rezoning of the property as described in the recorded document below.

Beginning at the intersection of the southeasterly margin of Si View Park Road and the southwesterly margin of the Northern Pacific Railway Co. right of way; thence southwesterly along southeasterly margin of said Si View Park Road 130.00 feet, more of less, to an existing fence line and the true point of beginning, which point is also the most westerly corner of a tract of land deeded to Pyrtle by deed recorded under auditor's file No. 4031384, records of King County, Washington; thence southeasterly along the southwesterly line of said deeded tract 186.00 feet; thence southwesterly parallel with the southeasterly margin of Si View Park Road 80.00 feet; thence northwesterly to a point on the southeasterly line of Si View Park Road, which is 60.00 feet southwesterly of the true point of beginning, thence northeasterly along said road 60.00 feet to the true point of beginning. EXCEPT portion of porperty consisting of a strip 30 ft wide deeded to King County for right of way purposes, in order to comply with File No. 220-70-ZA for change of zoning as covered by King County Ordinance 1318 enacted August 4, 1972.

9811171013

We would like you to reconsider your zoning change from High Residential to that of Mixed Use. We believe it would serve the community better and be more appealing. All proposed building would have to be approved by the planning commission, so you would have control of what gets built on that property. We currently have two rental properties on this land and we don't believe these buildings fit into the overall appeal that the Gateway to North Bend should convey, nor do we think that Low end apartments are the appropriate fit especially with the beautiful view of Mt. Si from this property.

Thank you for this consideration.

Greg and Robert Bronemann

Ewing Stringfellow
P. O. Box 393 North Bend, WA 98045
Tel.: (206) 284-1170
Fax: (206) 301-9773

December 4, 2014

North Bend City Council Members and
Mr. Mike McCarty faxed 425-888-5636
Community and Economic Development Department
P. O. Box 896
North Bend, WA 98045

Re: December 11, 2014 Public Hearing
Amendments to Comprehensive Plan
Land Use and Zoning Map
Notice – Item #4

Attention: North Bend City Council Members and Mr. Mike McCarty

The undersigned is the registered owner of Parcel # 102308-9020 within the city limit

I recommend all parcels on the north side of North Bend Way between the entrance to Torguson Park and Thrasher Avenue NE to be re-zoned from Low Density Residential to High Density Residential with application of a Limited Commercial Overlay District. as proposed by City Staff.

Sincerely,

Ewing Stringfellow

Ewing Stringfellow

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Bonnie Beck

Address: 1467 SW 10th St.

Signature: Bonnie Beck

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: TREVOR MacCay

Address: 45799 SE MT SI RD

Signature: [illegible]

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Larry Shephard

Address: 17217 Cedar Falls Rd SE North Bend Wa 98045

Signature: Larry Shephard

Signature:

Prosposed Rezoning

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Name: Amber Brockshear

Address: 15888 Stone Creek Cir SW

Signature:

Signature:

Prosposed Rezoning

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Name: Chris Lobet

Address: 411 28th Pl NE Carnation

Signature:

Signature:

Prosposed Rezoning

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Name: John R. McLean

Address: 9022 - 382nd Ave SE, Snoqualmie, WA 98065

Signature: John R. McLean

Signature:

Prosposed Rezoning

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Name: Del Solomon

Address: 336 Bending Blvd. N. #30

Signature: Del Solomon

Signature:

Prosposed Rezoning

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Name: ED HEFFERNAN

Address: 1416 445 AVE SE

Signature:

Signature:

Prosposed Rezoning

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Name: Paige Mobley

Address: 46323 SE 174th St, NB

Signature:

Signature:

Prosposed Rezoning

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Name: Deborah Baker-Jagla

Address: 44554 SE 146th ST North Bend Wa 98045

Signature: Deborah Baker-Jagla

Signature:

Prosposed Rezoning

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Name: Leslie Dahline

Address: 12841 457th DR SE NB 98045

Signature: Leslie Dahline

Signature:

Prosposed Rezoning

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Name: DOROTHY POWELL

Address: P. O. Box 613 North Bend, WA 98045

Signature: Dorothy E. Powell

Signature:

Prosposed Rezoning

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Name: Amber Tellinghuisen

Address: 39151 SE BETA STR SNOQ. 98065

Signature:

Signature:

Prosposed Rezoning

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Name: Ishea Araya

Address: 42756 SE 172nd Pl. North Bend, WA

Signature: Ishea Araya

Signature:

Prosposed Rezoning

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Name: Elaine Luxton

Address: 525 SE 6th Street N.B 98045

Signature: Elaine Luxton

Signature:

Prosposed Rezoning

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Name: Sharl L. MacRae

Address: 505 Janet Ave NE NB 98045

Signature: Sharl L MacRae

Signature:

Prosposed Rezoning

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Name: Maria C Brown

Address: 44813 SE 161st Pl

Signature: Maria C Brown

Signature:

Prosposed Rezoning

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Name: William Kyle Tweed

Address: 12417 398th Ave SE North Bend WA. 98045

Signature:

Signature:

Prosposed Rezoning

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Name: Penny Coppo

Address: 44717 SE 145th St North Bend WA 98045

Signature:

Signature:

Prosposed Rezoning

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Name: Staci Williamson

Address: 403 NE Taylor PL No. Bend

Signature:

Signature:

Prosposed Rezoning

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Name: Kurt Citzo

Address: 1016 SE 11 PL

Signature:

Signature:

Prosposed Rezoning

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Name: Mary Laferriere

Address: 47550 SE 162nd st NB

Signature: Mary Laferriere

Signature:

Prosposed Rezoning

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Name: JANINE FAATAAPE

Address: 17317 - 435th AV SE

Signature: Janine R. Faataape

Signature:

Prosposed Rezoning

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Name: Catherine Peterson

Address: 7405 Moon Valley Rd SE

Signature: Cath Peterson

Signature:

Prosposed Rezoning

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Name: Clifton Kellogg

Address: Po Box 42 N.B 98045

Signature: [illegible]

Signature:

Prosposed Rezoning

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Name: Jaime A. Hart

Address: P.O. Box 1075 North Bend WA 98045

Signature:

Signature:

Prosposed Rezoning

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Name: Anne Melgaard

Address: 42328 SE 108th

Signature: Ann Melgaard

Signature:

Prosposed Rezoning

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Name: Sandra Nessly

Address: 809 NE 10th, NB

Signature: Sandra Nessly

Signature:

Prosposed Rezoning

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Name: Barbara Touchette

Address: 45512 S.E. Tanner Rd - North Bend

Signature: Barbara Touchette

Signature:

Prosposed Rezoning

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Name: CLAYTON Brathwaite

Address: 13705 424th AV SE

Signature: Clayton Brathwaite

Signature:

Prosposed Rezoning

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Name: Gerry Guenther

Address: 1145 SW 12th N. Bend

Signature: Gerry Guenther

Signature:

Prosposed Rezoning

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Name: T.J. HINMAN

Address: 41528 SE 142ST NORTH BEND WA 98045

Signature: TJ Hinman

Signature:

Prosposed Rezoning

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Name: WILLIAM E HINMAN

Address: 41528 SE 142 ST

Signature:

Signature:

Prosposed Rezoning

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Name: Bill O'Dell

Address: 336 Bendigo Blvd

Signature: Bill O'Dell

Signature:

Prosposed Rezoning

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Name: Mary Ann Moss

Address: 401 stow Ave. S. #209 NB, WA 98045

Signature:

Signature: Mary Ann Moss

Prosposed Rezoning

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Name: ~~[illegible]~~ GRETCHEN WILSON

Address: 310 NE 6th St

Signature: Gretchen R Wilson

Signature:

Prosposed Rezoning

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Name: Sheila Miller

Address: 320 NE 4th Street

Signature: Sheila Miller

Signature:

Prosposed Rezoning

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Name: BARBARA MORGAN & JAMES MORGAN

Address: 321 SE ORCHARD DR. #6 N. BEND WA 98045

Signature: Barbara Morgan

Signature: James Morgan

Prosposed Rezoning

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Name: Fred A Lawrence

Address: 43215 142ST SE North Bend.

Signature: Fred A Lawrence 8881547

Signature:

Prosposed Rezoning

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Name: GERALDINE HAUGEN

Address: 321 SE ORCHARD BLVD #34 N BEND

Signature:

Signature: Geraldine Haugen

Prosposed Rezoning

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Name: Kellie Tidel

Address: 470 E North Bend Way no 24

Signature: Kellie T

Signature:

Prosposed Rezoning

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Name: Catherine Brumbaugh

Address: 524 Orchard Ave NE, NBend, WA 98045

Signature: Catherine Brumbaugh

Signature:

Prosposed Rezoning

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Name: HARLEY BRUMBAUGH

Address: 524 ORCHARD AVE N.E NORTH BEND, WA. 98045

Signature: Harley Brumbaugh

Signature:

Prosposed Rezoning

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Name: LORNA J. YOUNG 851 E. N.B. WAY

Address: PO BOX 401 NORTH BEND WA 98045

Signature: Lorna Jean Young

Signature:

Prosposed Rezoning

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Name: PATRICIA McKIERNAN

Address: 301 S.E. ORCHARD DR #1, N.B.

Signature: Patricia McKiernan

Signature:----------

Prosposed Rezoning

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Name: Henry McIntosh

Address: 250 NE 4th St

Signature: Henry McIntosh

Signature:

Prosposed Rezoning

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Name: Hazel Pownall

Address: PO Box 1120

Signature: North Bend, WA 98045

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: John L. Pownall SR

Address: P.O. Box 1120 North Bend wa 98045

Signature: John L Pownall Sr

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: DEANNE McGUIRE

Address: 336 BENDIGO BLVD #21

Signature: Deanne McGuire

Signature:

Prosposed Rezoning

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Name: R. F. Kennedy

Address: 306 Bendigo Blvd N

Signature: R F Kennedy

Signature:

Prosposed Rezoning

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Name: Jesse A. Farmer

Address: 440 Main Ave S

Signature: Jesse A. Farmer

Signature:

Prosposed Rezoning

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Name: Donald J Bowers

Address: Po Bx 28 303 E. Park

Signature: Donald J Bowers

Signature:

Prosposed Rezoning

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Name: HELEN J BONOMI

Address: POBX 252 303 E PARK ST

Signature: Helen J. Bonomi

Signature:

Prosposed Rezoning

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Name: Ronald D. Woods

Address: 44532 SE 196th North Bend WA 98045

Signature: Ronald D. Woods

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: VICKIE WOODS

Address: Boost Ave. NE NORTH BEND, WA.

Signature: Vickie L. Woods

Signature:

Prosposed Rezoning

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Name: Matthew Miller

Address: 1020 Mtn. View Blvd SE, North Bend

Signature: [illegible]

Signature:

Prosposed Rezoning

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Name: DONALD R MILLER

Address:

Signature: Donald R Miller 46041 S.E. Edgewick Rd

Signature:

Prosposed Rezoning

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Name: Jane M. Rosenkrans

Address: 10619 428th Ave S.E., N.B. 98045

Signature: Jane M. Rosenkrans

Signature:

Prosposed Rezoning

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Name: AL Beasley

Address: P.O. Box No Bend, Wash

Signature: Al Beasley

Signature:

Prosposed Rezoning

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Name: DON BAUNSGARD

Address: 475 E. NORTH BEND, WAY - NORTH Bend 98045

Signature:

Signature:

Prosposed Rezoning

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Name: MERLYN TALBOT

Address: 43915 SE 139th ST NB

Signature: Merlyn P. Talbot

Signature:

Prosposed Rezoning

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Name: Paula Edwards

Address: 16805 423rd PL SE

Signature: Paula Edwards

Signature:

Prosposed Rezoning

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Name: Michael Allen

Address: 46912 SE 130th St North Bend WA 98045

Signature:

Signature:

Prosposed Rezoning

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Name: Gene Wary Keller

Address: 4302 - 3rd ave SE

Signature:

Signature:

Prosposed Rezoning

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Name: Stacy Ryan

Address: 44139 SE 136th St. NORTH Bend, Wa 98045

Signature: Stacy Ryan

Signature:

Prosposed Rezoning

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Name: Carol Wright

Address: 7010 440TH Ave SE

Signature: Carol Wright

Signature:

Prosposed Rezoning

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Name: Pete Elliott

Address: 7010 440TH Ave SE

Signature: Peter Elliott

Signature:

Prosposed Rezoning

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Name: LZ Palmer

Address: 436 SE Maple Drive North Bend 98045

Signature: LZ Palmer

Signature:

Prosposed Rezoning

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Name: Phillip DeBoer

Address: 44022 SE 69th ST SE Snoqualmie, WA 98065

Signature:

Signature:

Prosposed Rezoning

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Name: Chris Willett

Address: 419 Main Ave S #2 North Bend, WA 98045

Signature: [illegible]

Signature:

Prosposed Rezoning

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Name: Ashley Wright

Address: 7010 440th Ave SE, Snoqualmie

Signature: Ashley Wright

Signature:

Prosposed Rezoning

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Name: Kendall June Wright

Address: 16828 426th Ave SE, North Bend

Signature:

Signature:

Prosposed Rezoning

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Name: Cathy charbonneau

Address: 44022 SE 69th St Snoqualmie

Signature: Cathy charbonneau

Signature:

Prosposed Rezoning

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Name: Christy L. Wright

Address: 16828- 426th Ave SE North Bend, WA 98045

Signature: Christy L Wright

Signature:

Prosposed Rezoning

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Name: Alan Wright

Address: 16828 426th Ave SE North Bend, WA 98045

Signature: Alan Wright

Signature:

Prosposed Rezoning

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Name: Doryel Torres-Willett

Address: 419 Main Ave S. Th-2 N.Bend.

Signature: Doryel Torres Willett

Signature:

Prosposed Rezoning

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Name: Glenda J. Charbonneau

Address: 44009 SE 60th St Snoqualmie

Signature: Glenda J Charbonneau

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: LARRY WILLOTT

Address: 4135 151st st

Signature: Larry Willott

Signature:

Prosposed Rezoning

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Name: Brian Klingman

Address: 44335 SE 142 North Bend WA 98045

Signature:

Signature:

Prosposed Rezoning

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Name: Holly L. Cowan

Address: 42828 SE 134th Pl

Signature: Holly L Cowan

Signature:

Prosposed Rezoning

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Name: Debbie Charbonneau

Address: 42924 SE 134 PL

Signature: Debbie Charbonneau

Signature:

Prosposed Rezoning

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Name: Ron Charbonneau

Address: 42924 SE 134th PL North Bend

Signature: Ron Charbonneau

Signature:

Prosposed Rezoning

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Name: Robert Glore

Address: 43010 SE North Bend way #49

Signature:

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Dana Gottfried

Address: 17064 427th PL

Signature: [illegible]

Signature:

Prosposed Rezoning

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Name: Matt Gottfried

Address: 17064 427th PL North Bend WA

Signature: [signature]

Signature:

Prosposed Rezoning

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Name: Gretta Golin

Address: 44544 SE 147th St

Signature: [illegible]

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Cicely Williams

Address: 44504 SE 146th St

Signature:

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: JENNA MILLER

Address: 43306 SE 176TH ST, N. BEND 98045

Signature: J Miller

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: DANIEL WILLIAMS

Address: 44504 SE 146th St NORTH BEND, WA 98045

Signature:

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Keith Henning

Address: 42930 SE 144th St

Signature: Keith Henning

Signature:

Prosposed Rezoning

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Name: Jason Hunt

Address: PO Box 1075 North Bend wa 98045

Signature: [illegible]

Signature:

Prosposed Rezoning

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Name: Gresia Bratton

Address: 38925 SE Newton St

Signature: [illegible]

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Ana Chung

Address: 14413 447th Ave SE, North Bend WA 98045

Signature:

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Belle Hill

Address: 435 Main Ave Space #33

Signature: Belle Hill

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Don Bleho

Address: 46308 SE 137th St

Signature:

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Rachel Charbonneau

Address: 44106 SE 69th ST

Signature: Rachel Charbonneau

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Frank Lonergan

Address: 10225 394th PL SE

Signature:

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: SIMON KIM.

Address: 302 W. North Bend Way

Signature:

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: RANDY GRINA

Address: 42824 S.E. 114th ST. North Bend WA.

Signature: RANDY GRINA

Signature: Randy Grina

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Chris Grina

Address: 11308 428th Ave SE North Bend, WA 98045

Signature: Chris Grina

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Jeri Repp

Address: 428 Merritt Lane North Bend 98045

Signature: Jerilyn C Repp

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Mike Cruse

Address: 819 NE 8th St

Signature:

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Breanna Snyder

Address: 701 Borst NE AVE

Signature: Breanna Snyder

Signature:

Prosposed Rezoning

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Name: Katherine N. Klahn

Address: 821 Riverside Drive SE, North Bend WA 98045

Signature: Katie Klahn

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Dennis Banning

Address: 701 Pickett Ave NE

Signature: [illegible]

Signature:

Prosposed Rezoning

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Name: David Wilkerson

Address: 901 NE 5th St North Bend, WA 98045

Signature: David Wilkerson

Signature:

Prosposed Rezoning

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Name: Lorraine Wilkerson

Address: 901 NE 8th St.

Signature: Lorraine Wilkerson

Signature:

Prosposed Rezoning

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Name: Leslie Hatling

Address: 410 NE 4th

Signature: Leslie L Hatling

Signature:

Prosposed Rezoning

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Name: Beth Mauch

Address: 900 NE 8th ST

Signature: Beth Mauch

Signature:

Prosposed Rezoning

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Name: Earl Emerson

Address: 820 N.E. 8th Street / North Bend, 98045

Signature: Earl W. Emerson

Signature:

Prosposed Rezoning

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Name: Scott D. Palmer

Address: 436 SE Maple Dr

Signature:

Signature:

Prosposed Rezoning

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Name: Dani Johnson

Address: 42738 SE 170th PL N. Bend

Signature:

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Linda Trombley

Address: 44405 SE 146th North Bend, WA 98045

Signature: Linda Trombley

Signature:

Prosposed Rezoning

Propose that the property be rezoned from residential to multifamily with a commercial over lay. The property is The located on a commercial street, E.NORTH BEND WAY, NORTH BEND. This is the second busiest street in North Bend. The property is located at SW 10-23-8 parcels 9134, 9188, 9012, & 9123. These parcels sandwiched between commercial property to the West and commercial and government property to the West. Single family zoned property located in a commercial district is very undesirable do to noise and traffic. The rezoning is appropriate for the location. I APPROVE THE REZONING.

Name: Suellen Pizzano

Address: 40930 SE 133rd PL, North Bend, WA 98045

Signature: Suellen Pizzano

Signature:

Prosposed Rezoning

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Name: Cheryl Kirkman

Address: 42711 SE 170th PL North Bend WA 98045

Signature: Cheryl Kirkman

Signature:

Prosposed Rezoning

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Name: Onita M. Doxie

Address: 43010 SE North Bend Way #49 North Bend Wa 98045

Signature: Onita M. Doxie

Signature:

Land Use Element Comments

Set 2 of 2: Comments received for September 1, 2015 Public Hearing

(as included in the September 1, 2015 Council Packet and additional at that meeting)

NORTH BEND
easy to reach. . .hard to leave

Dear property owner – you have received this notice because you live on or within 300 feet of a property that is being considered for a re-designation of the applicable Comprehensive Plan land use designation, and/or a rezone. You have received a map of the area being considered for revision in your area and/or the City as a whole. Note there are additional revisions being considered in other parts of the City, which you can view on the City's website, per the instructions in the notice below. You may have received this notice previously for the Public Hearing in which Planning Commission made a recommendation to City Council. This Public Hearing will be for City Council who is making the final decision on the Zoning Map

NOTICE OF PUBLIC HEARING

Subject: Amendments to the Comprehensive Plan Land Use Map and Zoning Map

Public Hearing Date: September 1, 2015, 7pm, Mt Si Senior Center

Description of Proposal:
Amendments are proposed to the Comprehensive Plan Land Use Designation Map and North Bend Zoning Map affecting the following parcels as follows:

1. Parcels within the Limited Commercial Overlay District in the HDR zone, as shown on the current City of North Bend zoning map, are proposed to be re-designated from Residential to Commercial on the Comprehensive Plan Land Use Map, and re-zoned from High Density Residential to Downtown Commercial.

2. Parcels on 4th Street, as shown on the current City of North Bend zoning map as within the Neighborhood Business District, are proposed to be rezoned to Downtown Commercial (Comprehensive Plan designation to remain Commercial).

3. Parcels on SE Orchard Drive, including 1023089116 (vacant), 0923089046 (220 SE Orchard Dr.), and 1023089191 (240 SE Orchard Dr.), are proposed to be re-zoned from Low Density Residential to High Density Residential. (Comprehensive Plan designation to remain Residential.)

4. Parcels on the north side of North Bend Way between the entrance to Torguson Park and Thrasher Avenue NE are proposed to be re-zoned from Low Density Residential to High Density Residential, with application of a Limited Commercial Overlay District. (Comprehensive Plan designation to remain Residential.)

5. Certain parcels within the Neighborhood Business District between SE 140th and SE North Bend Way (except those fronting directly to SE North Bend Way) are proposed to be re-designated from Commercial to Residential on the Comprehensive Plan Land Use Map, and re-zoned from Neighborhood Business to Low Density Residential.

City of North Bend Community & Economic Development
126 E. Fourth St., P.O. Box 896, North Bend, WA 98045 • Phone 425.888.5633 • Fax 425.888-5636 •
www.northbendwa.gov

6. Parcels 132308-9025, 132308-9053, 132308-9065 and 132308-9066 between SE 140th and SE North Bend Way are proposed to be re-designated from Business to Employment Park on the Comprehensive Plan Land Use Map, and re-zoned from Neighborhood Business to Employment Park 2.

7. Properties currently zoned Low Density Residential are proposed to be located within a new residential zone, *Constrained Residential (CLDR)*, with ½ acre minimum lot sizes. This includes:

    - Properties located on the east side of the South Fork Snoqualmie River where south of Cedar Falls Way, and on the west side of the South Fork Snoqualmie River where south of the Berry Estates neighborhood.
    - Properties to the northwest of the Exit 32 interchange.
    - Properties east of the Wood River neighborhood.
    - Properties along NW 14th Street off Bendigo Blvd North currently zoned LDR.

The draft map amendments, including maps depicting the above referenced areas, are available on the City's website under public notices.

Public Hearing:
On Tuesday, September 1, 2015, 7pm at the Mt Si Senior Center Conference Room (411 Main Avenue S.), the City Council will hold a public hearing to receive public comment on the amendments described above before making the final changes to the Land Use Element and Zoning Map.

For More Information or to Submit Comments:
Contact Lynn Fredenburg at the Community and Economic Development Department at (425) 888-7646, or via email to lfredenburg@northbendwa.gov. Email comments, or mail written comments to the North Bend Community and Economic Development Department, PO Box 896, North Bend, WA 98045. Written comments may be accepted until 4:30pm, Tuesday, September 1, or in person at the hearing. Comments submitted via email should include in the subject line, "Comp Plan and Zoning Map Amendments."

North Bend City Council
PO Box 896
North Bend WA 98045

Comments regarding Amendments to Comprehensive Plan – for City Council meeting.

After attending the Comprehensive Plan Public Hearing of December 11th 2014, and listening to the commissions changes to the City of North Bend comprehensive plan and zoning maps. We are pleased with the direction that the planning commission has taken to propose the rezoning of a number of properties. We (Greg and Robert Bronemann) would like to comment on the rezoning of property on SE Orchard Drive (amendment 3). We are in favor of the zoning change to HDL and wanted to voice our opinion to City Council. We would have liked to see the property zoned HDL with commercial overlay. This would allow for retail on the bottom and residential above but since there is a height restriction in North Bend of 35 feet, this might be impractical. But that aside, it may allow for some small retail stores such as hiking or hiking food source grocery (energy bars, etc) since it is close to the hiking trails.

Sincerely,

Greg and Robert Bronemann

Lynn Fredenburg

From: Tim Cowin <tim@tecrealestate.com>
Sent: Friday, August 21, 2015 1:03 PM
To: Lynn Fredenburg
Cc: Christina Cowin
Subject: Rezone Property North Bend - South Fork LLC

Follow Up Flag: Follow up
Flag Status: Flagged

Lynn,

How are you? I am a member of an LLC which owns property that is coming up for rezone. I received your notice concerning the September 1st public hearing for such. The property address is 12600 SE 412th AVE, North Bend. I am confused on the proposed zoning designation for this property.

Take this as formal notice that South Fork LLC is requesting the zoning designation of this parcel to be "High Density" residential. If I am reading your letter correctly I think the City is recommending ½ acre lot minimum for the property or a "Low Density" residential zoning.

This is unacceptable to the LLC. The property is bordered to the north by a residential subdivision with lot sizes averaging less than 10,000 square feet which would be considered a medium density residential area. We are bordered to the west by the Safeway Plaza. We are less than ¼ mile from the I-90 interchange. This is a perfect property for a high density attached housing project or, low rise apartment structures similar to The Tanner Lane Apartments we are currently working on.

Please present this letter at the meeting on September 1st. I will be present also to make a presentation on behalf of this request.

Sincerely,

Timothy E. Cowin
Designated Broker
TEC Real Estate, Inc.
40 Lake Bellevue DR
Suite 245
Bellevue, WA 98005
Office: 425.373.9494
Cell: 425.766.9021
Fax: 425.644.8441

Agenda H

Ewing Stringfellow

P. O. Box 393 North Bend, WA 98045
Tel.: (206) 284-1170
Fax: (206) 301-9773

August 25, 2015

City of North Bend
P. O. Box 896 + fax 425-888-5636
North Bend, WA 98045 425-831-6200

Subject: Parcel #: 102308-9112
Amendment to Comprehensive Plan
Public Hearing September 1, 2015

Attention: Honorable Mayor Kenneth Hearing and Council Members:

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

The captioned parcel should be Zoned Down Commercial for business use due to its location at the northwest corner of East North Bend Way and Thrasher Avenue NE.

In order to obtain this zone, before development is anticipated, we understand the City has a progression of land use zones to go through. The current proposed rezone of High Density Residential with application of a Limited Commercial Overlay District is, we believe, a progression step in the right direction as the City population increases and more businesses are warranted. We therefore concur with this zone before the City Council.

Sincerely,

Ewing Stringfellow

Ewing Stringfellow

Lynn Fredenburg

From: Beki Gordon <thegordonfam@hotmail.com>
Sent: Tuesday, August 25, 2015 8:36 PM
To: Lynn Fredenburg
Subject: Come plan and Zoning map

Follow Up Flag: Follow up
Flag Status: Completed

Please reconsider the zoning and allow residents to vote on this. North Bend is one of the last safe small towns, and we love it this way. Already older homes were demolished and their families displaced to make way for a Bartells when empty buildings and vacant lots sit idle in the Safeway complex.
When will North Bend city council see that we like this small rural feel, yet we are close distance to all the amenities that we desire in Issaquah and on the eastside? Why can't they understand residents don't want MORE housing, much less multi family housing? Please put a stop to this! We DO NOT want "high density" commercial in North Bend!!! When will the city council see that our town is already amazing and has so much going for it?
Keep our town small enough that we can still let our kids ride bikes to Scott's to get ice cream and walk to the movies. Please keep it rural so we can enjoy the unfiltered views of nature from our homes, please keep it sweet and innocent as this is our refuge from the city hustle and bustle.

Sent from my iPhone

S.P. Royce
4601 Sucia Drive
Ferndale, WA 98248
August 27, 2015

Lynn Fredenburg
Community and Economic Development Department
City of North Bend
P.O. Box 896
North Bend, WA 98045

RE: Zoning Amendments
Tax Lots:
132308-9167-00
132308-9068-00
132308-9073-03
Addresses:
45215 SE 140th ST,
14002 SE 452nd AVE.

Dear Ms. Fredenburg,

I am unable to attend Tuesday evening's meeting because I am scheduled for surgery that day. I understand that the proposed zoning change would restrict the use of my property to Residential. This does not make sense to me given the industrial uses to which the adjoining properties to the West and South are being put. Even in the summer when the deciduous trees are covered in leaves one can clearly hear the freeway from these parcels. I fear that the property would not attract anyone who would want to live in the area. I believe that the best zoning for the property would be Neighborhood Business or other Commercial designation to give a buffer to the Residential zoning to the East.

Thank you for hearing my concerns,

Susan Patricia (Pat) Royce,
360-312-0366

P.S. email sent 8/27

Lynn Fredenburg

From: Pat Royce <patroyce@gmail.com>
Sent: Thursday, August 27, 2015 12:21 PM
To: Lynn Fredenburg
Subject: Fwd: Planning Meeting September 1 re: SE 140th Street Amendments

Follow Up Flag: Follow up
Flag Status: Completed

Please excuse the errors in the earlier message. The second parcel is 132308-9068-00, the third parcel is 132308-9073-03. The corrected email should read:

Dear Ms. Fredenburg;

RE: Tax lots: 132308-9167-00, 132308-9068-00, and 132308-9073-03
street addresses: 45215 SE 140th ST., and 14002 SE 452nd AVE

I am unable to attend Tuesday evening's meeting as I am scheduled for surgery that day. I understand the proposed zoning change would restrict the use of my property to Residential use. This does not make sense to me given the industrial uses to which the adjacent property is being put and the fact that even in the Summer with the deciduous trees covered in leaves one can clearly hear the freeway from these parcels. I fear that the property would not attract anyone who would want to live in a home in the area. I believe that the best zoning for the property would be Neighborhood Business, or other Commercial designation to give a buffer to the Residential zoning to the East.

Thank you for hearing my concerns,

Susan Patricia (Pat) Royce
360-312-0366

---------- Forwarded message ----------
From: **Pat Royce** <patroyce@gmail.com>
Date: Thu, Aug 27, 2015 at 12:02 PM
Subject: Planning Meeting September 1 re: SE 140th Street Amendments
To: lfredenburg@northbendwa.gov

Dear Ms. Fredenburg;

RE: Tax lots: 132308-9167-00, 132308-9086-00, and 132308-9167-00
street addresses: 45215 SE 140th ST., and 14002 SE 452nd AVE

I am unable to attend Tuesday evening's meeting as I am scheduled for surgery that day. I understand the proposed zoning change would restrict the use of my property to Residential use. This does not make sense to me given the industrial uses to which the adjacent property is being put and the fact that even in the Summer with the deciduous trees covered in leaves one can clearly hear the freeway from these parcels. I fear that the property would not attract anyone who would want to live in a home in the area. I believe that the best zoning

for the property would be Neighborhood Business, or other Commercial designation to give a buffer to the Residential zoning to the East.

Thank you for hearing my concerns,

Susan Patricia (Pat) Royce
360-312-0366

Lynn Fredenburg

From: Dave Hutton <davemutton@hotmail.com>
Sent: Monday, August 31, 2015 3:30 PM
To: Lynn Fredenburg
Cc: jean.buckner@comcast.net; Deb McInally
Subject: RE: Comp Plan and Zoning Map Amendments

Dear Council Members,

I am writing to voice my opposition to the rezoning of land from the designation "Neighborhood Business (NB)" to an industrial/manufacturing designation called "Employment Park 2 (E-2)."

I am a resident of the Wood River neighborhood and feel that such designation and the various resulting Industrial land uses, including manufacturing, fabrication, and processing of natural and manmade materials will result in more noise pollution and traffic in our neighborhood resulting in a decrease in quality of life and property values.

I am upset that city council continues to press ahead with various plans to increase traffic and noise to a relatively calm and quiet neighborhood.

Please consider other options

Dave Hutton
****

Cell: +1 206.713.3460
Fax: +1 206.319.4595

Lynn Fredenburg

From:	Jean Buckner <jean.buckner@comcast.net>
Sent:	Tuesday, September 01, 2015 11:26 AM
To:	Lynn Fredenburg
Cc:	'Jean Buckner'
Subject:	Comp Plan and Zoning Map Amendments
Attachments:	jean.buckner@symbiosproducts.com.vcf

I am writing in reference to the proposed conversion of Parcels 132308-9025, 132308-9053, 132308-9065 and 132308-9066 from ***Neighborhood Business*** to **Employment Park 2 (EP2)**. This part of North Bend (south of our Wood River neighborhood) already has much more than our fair share of industrial use zoning. In fact, we are the only part of the city with the most intense **EP2** zoning rating. A disproportionate amount of industrial growth will decrease our land value and quality of life. We don't need more noise, dust, or industrial waste. We don't need more **EP2**. In fact, **we need more green spaces between our neighborhood and the EP2 we already have**. This proposed change is going in the wrong direction. This is a request to leave the zoning as is and not convert the parcels to EP2.

Lynn, thanks for all your able help yesterday. See you tonight! On another topic, I have some questions about the proposed widening of 140th. When will we have the ability to provide the city feedback on that issue?

Best Regards,

Jean Buckner

Jean Buckner, EdD
46226 SE 139th Pl
North Bend, WA 98006

Lynn Fredenburg

From: Tiffany Barbre <tmbarbre@gmail.com>
Sent: Tuesday, September 01, 2015 11:37 AM
To: Lynn Fredenburg
Subject: Comp Plan and Zoning Map Amendments

I am writing in reference to the proposed conversion of Parcels 132308-9025, 132308-9053, 132308-9065 and 132308-9066 from ***Neighborhood Business*** to **Employment Park 2 (EP2)**. This part of North Bend (south of our Wood River neighborhood) already has much more than our fair share of industrial use zoning. In fact, we are the only part of the city with the most intense **EP2** zoning rating. A disproportionate amount of industrial growth will decrease our land value and quality of life. We don't need more noise, dust, or industrial waste. We don't need more **EP2**. In fact, **we need more green spaces between our neighborhood and the EP2 we already have**. This proposed change is going in the wrong direction. This is a request to leave the zoning as is and not convert the parcels to EP2.

Regards,

Tiffany & Bryan Barbre

45812 SE 137th St

North Bend, WA

Lynn Fredenburg

From: Theresa Mosier <burianek@msn.com>
Sent: Tuesday, September 01, 2015 11:54 AM
To: Lynn Fredenburg
Cc: Jean Buckner
Subject: Comp Plan and Zoning Map Amendments

Follow Up Flag: Follow up
Flag Status: Flagged

Lynn,
I had a question/comment regarding the Amendments to the Comprehensive Plan Land Use Map and Zoning Map .

The public hearing notice states:

Properties currently zoned Low Density Residential are proposed to be located within a new residential zone, Constrained Residential (CLDR), with ½ acre minimum lot sizes. This includes:
• Properties located on the east side of the South Fork Snoqualmie River where south of Cedar Falls Way, and on the west side of the South Fork Snoqualmie River where south of the Berry Estates neighborhood.
Properties to the northwest of the Exit 32 interchange. •
Properties east of the Wood River neighborhood. •
Properties along NW 14th Street off Bendigo Blvd North currently zoned LDR.

However on the zoning map, parcel 132308-9037 is still marked as LDR, even though it is east of Wood River. I would like this discrepancy addressed and this parcel be within the constrained residential zone.

Also in regards to the proposed conversion of Parcels 132308-9025, 132308-9053, 132308-9065 and 132308-9066 from Neighborhood Business to Employment Park 2 (EP2). I am against this conversion. There is already a lot of industrial use zoning in this area that is increasingly residential. In fact, we need more green spaces between our neighborhood and the EP2 we already have. This proposed change is going in the wrong direction. This is a request to leave the zoning as is and not convert the parcels to EP2.

Theresa Mosier
13715 463rd Ave SE

Lynn Fredenburg

From: Joann Dewey <deweyjk@gmail.com>
Sent: Tuesday, September 01, 2015 12:44 PM
To: Lynn Fredenburg
Cc: kgdewey@outlook.com
Subject: Comments: Comp Plan and Zoning Map Amendments

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Sir or Madam:

We are residents of the Wood River neighborhood and are writing in reference to the proposed conversion of Parcels 132308-9025, 132308-9053, 132308-9065 and 132308-9066 from ***Neighborhood Business*** to **Employment Park 2 (EP2)**.

This part of North Bend (south of our Wood River neighborhood) already has a significant amount of industrial use zoning. In fact, it is the only part of the city with the most intense **EP2** zoning rating. A disproportionate amount of industrial growth will (a) decrease our land value and quality of life and (b) increase risk to our children by creating more noise, dust, industrial waste, and industrial traffic as well as by attracting industrial workers who may not have strong links to the community and a concern for its welfare. Instead of more **EP2, we need more green spaces between our neighborhood and the EP2 we already have**. Disturbingly, this proposed change is going in the wrong direction--a direction that will diminish the health, safety, and welfare of our community. We are writing to request that you please consider these comments and leave the zoning as is and not convert the parcels to EP2.

Thank you for the opportunity to provide comments. If you have questions, please don't hesitate to contact us.

Kind regards,
Joann & Ken Dewey

Joann & Ken Dewey
13465 456th Pl SE
North Bend, WA 98045

Lynn Fredenburg

From: Dutch Siedentopf <dutchlead@comcast.net>
Sent: Tuesday, September 01, 2015 1:03 PM
To: Lynn Fredenburg
Cc: jean.buckner@comcast.net; Mark Rigos
Subject: Comp Plan and Zoning Map Amendments

Follow Up Flag: Follow up
Flag Status: Flagged

I am writing to express my opposition to a proposed rezoning of land near my neighborhood from NB (Neighborhood Business) to E-2 (Employment Park).
I live in the Wood River subdivision less than .2 miles from this land. I am convinced a redesignation of this land to E-2 will substantially degrade the quality of my neighborhood, other neighborhoods immediatlely nearby, individual homes even closer - and the health and well-being of people residing in them - including the children who congregate and attend Twin Falls Middle School.

This area of North Ben is already burdened with a disproportionate share of zoning for industrial use. Rezoning that land to E-2 will result in a substantial increase of environmental pollutants through the delivery, production and redistribution of manufactured materials.

Among the many enviornmental threats such a rezoning brings, I am especially concerned about the increase of desiel pollution. It is irrefutalbe that *desiel accounts for more airborne cancer causing pollutants than all other airborne pollutants combined* (California Air Resources Board and numerous clinical studies). The American Academy of Pediatrics recommends that children's exposure to diesel exhaust particles should be decreased and the idling of diesel exhaust praticles should be decreased and that idling of diesel vehicles in places where children congregate (Twin Falls Middle School) should be minimized to protect their health.

So, in addition to our current disproportionate share of E-2 zoning, we already have a disproportionate share of the diesel pollution from the TA stop and maintenance depot and related heavy truck traffic. The TA stop is about.4 miles from my neighbord and Twin Falls Middle School, NW and NE respectively. The winds are often southerly. The proposed E-2 zone is .22 miles from Wood River and Tannerwood and less than a mile to Twin Falls Middle School. We also experience significant diesel exhaust and dust from the rock quarry less than .4 miles west from Wood River and next door to Tannerwood. Rezoning to an E-2 would essentially surround my neighborhood from the West to Southeast with significant diesel pollution production.

While I have emphasized diesel pollution above, there are many other potential quality of life, property value and environmental threats to residents of this area.

Thank you for forwarding my concerns to the City Council.

Respectfully,

Dutch Siedentopf
425.786.4011

Lynn Fredenburg

From: The Sherwood Group <thesherwoodgroup@msn.com>
Sent: Tuesday, September 01, 2015 3:25 PM
To: Lynn Fredenburg
Cc: jean.buckner@comcast.net; CouncilMember Kolodejchuk; CouncilMember Pettersen; CouncilMember Cook; Alan Gothelf; CouncilMember Rosen; CouncilMember Williamson; CouncilMember Loudenback; Gary Fancher
Subject: City of North Bend - Employment Park 2 (EP2) Re-Zone - DO NOTHING - Amended

Follow Up Flag: Follow up
Flag Status: Flagged

Lynn:

I noticed this email may have not found its way to you when sent earlier today.

I will try it again.

Additionally, I would like to comment specifically regarding the conversion / re-zone of the Neighborhood Business zone to Employment Park 2 (EP2).

Having served on the Planning Commission during detailed discussions related to the zoning and properties located south of SE 140th Street, my comments are as follows:

1. Over the years, there has been a connector right of way added to the property on the south side of SE 140th Street which would intersect approximately at what may be characterized as approximately 461st SE which would connect North Bend Way and SE 140th Street. There were numerous discussions and recommendations made over the years about connecting North Bend Way to SE 140th related to Commercial Truck activity. Commercial truck activity should not be permitted past the intersection of SE 468th Street and the SE Middle Fork Road intersection. All traffic west of that point is currently and historically been residential, to the extent in the previous transportation section of the Comprehensive Plan there is writing regarding Collector Road specification and for local truck use only. THE CONNECTION BETWEEN NORTH BEND WAY AND SE 140TH STREET WOULD OPEN THE COMMUNITY TO COMMERCIAL TRUCKIING ACTIVITY AND ACCESS. This is not acceptable and would significantly impact the residential communities located on the north side of SE 140th Street.

2. Regarding set back and landscaping on the south boundary of SE 140th street (regardless of impact on the Parcels 132308-9025, 132308-9053, 132308-9065 and 132308-9066) should be considered from the intersection of SE 468th and Middle Fork Road west to the connection of SE 140th and North Bend Way. The conversations during my tenure related to the landscape type and setback intended significant landscaping and setbacks discussed up to 50 feet. Further the buildings should be constructed on the site(s) to eliminate all truck movement on the north sides of building's in the entire Employment Park 2 (EP2) zoned properties.

3. The classification of the SE 140th corridor from the intersection of SE 468th and Middle Fork Road

to the connection of SE 140th Street to North Bend Way (on the Ac West side) to be Collector (residential) and follow specifications as provided by the City of North Bend codes to include but not be limited to a middle lane for safety of the community, curbs, gutters, sidewalks, street lighting adequate to provide safety to Middle School students walking on this corridor to and from the Middle Fork Middle school.

Thank you for including these three items in your comments received.

"DO NOTHING" about this Re-Zone / Conversion until the citizens and tax payer issues are addressed.

Sherwood B. Korssjoen
13710 461st Place SE
North Bend, Washington 98045
206.818.9336
thesherwoodgroup@msn.com

Please submit these comments to the hearing this evening and acknowledge receipt of the above comments by email to thesherwoodgroup@msn.com

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From: thesherwoodgroup@msn.com
To: thesherwoodgroup@msn.com
CC: jean.buckner@comcast.net; rkolodejchuk@northbendwa.gov; jpettersen@northbendwa.gov; dcook@northbendwa.gov; agothel@northbendwa.gov; jrosen@northbendwa.gov; dwilliamson@northbendwa.gov; rloudenback@northbendwa.gov; gfancher@northbendwa.gov
Subject: City of North Bend - Employment Park 2 (EP2) Re-Zone - DO NOTHING
Date: Tue, 1 Sep 2015 14:17:14 -0700

Lynn:

I am writing in reference to the proposed conversion of Parcels 132308-9025, 132308-9053, 132308-9065 and 132308-9066 from ***Neighborhood Business*** to **Employment Park 2 (EP2)**.

There are many reasons for taking a **"DO NOTHING"** position until the existing issues related to traffic and transportation, disproportionate taxing in the local area, absence of concurrency related to infrastructure - all infrastructure - roads, sewer, etc., existing land use activities are reviewed and addressed in the area and the quality of life for local residents and tax payers in this community are addressed to the satisfaction of the local community.

The most recent **"Conversion / Rezone" has resulted in a operational gravel mining and processing activity on the WSDOT Mining Site**. There is another major residential project proposed and
in planning on the Segale 40 acre site - which includes the same language related to the "WSDOT Gravel Mining" and commercial processing site. Up to this point all the residential development
connected to the SE 140th ST corridor in the past few years has only warranted the instillation of one street light, an extruded curb from 463tf SE to the Middle Fork Road and a bit of widening at

the junction of SE 140th ST and North Bend Way.

In the meantime, SE 140th has become a major haul road for the **"WSDOT Mining"** operation, exporting processed "borrow" material to the Middle Fork road project and elsewhere in the community,
bringing in material for processing from local sites and processing, and the import of thousands of cubic yards of material to fill the **"WSDOT Mining"** site. Hundreds of large trucks hauling to and from this site daily impact Highway 202, Downtown North Bend, North Bend Way, SE 140th and Exits 32 and 34 on a daily basis - hauling out and hauling in materials to the **"WSDOT Mine".**

All of this activity will be duplicated on the Segale 40 acre site based on the language in the SEPA approval. It is time to **"DO NOTHING"** until we can get our infrastructure brought up to a reasonable standard without burdening the local tax paying residents with paying the bill (i.e. updating the sewer processing plant).

The impacts of the moving of middle school students from the Snoqualmie Ridge area to the Twin Falls School has not been recognized by the City of North Bend as an impact. Ask the moms who bring their children to Twin Falls from as far as Snoqualmie Ridge if there is an issue with trucks / commercial traffic and the health and safety of our children. Ask the Snoqualmie Valley School district bus drivers if there is any issue with safety in the transportation corridor during the early morning hours with the commercial trucks and other trucking operations. It is time to **"DO NOTHING"** until
we have a safe transportation corridor for our local residents - and for our children - without an increase in our local taxes or effecting our quality of life.

It is time to **"DO NOTHING"** and identify the impacts to local residents and infrastructure resulting from the current projects. Bring in **"concurrency"** related to the number of projects completed, in process of being completed and planned.

SE 140th Street was identified in the first TIP documents as infrastructure needing upgrading. These TAX dollars are being spent on other transportation issues and the SE 140th Street line item keeps moving down the list. It is time to **"DO NOTHING"** and get caught up with the **concurrency of improvements** to our residential community and the safety and quality of life issues related to the local tax paying base.

I am opposed to any current action related to the EP2 zoned areas and any re-zone / conversion zoning action related to the area between Exit 34 and the junction of SE 140th Street and North Bend Way until such time the existing actions and impacts are identified by local residents (not hired consultants by applicants or hired consultants by the City of North Bend which are paid with out tax money). We need a voice in our community within the City of North Bend and the City of North Bend Planning Department.

I find it interesting the City of North Bend hires consultants with tax payer money to respond to the local residents with documents telling the local community . . . you comments are not valid.
It is time to **"DO NOTHING" until the concerns of the local tax paying residents have an advocate in the City of North Bend and the City of North Bend Planning Department related to these
development activities.**

A disproportionate amount of industrial growth will decrease our land value and quality of life,

increase the traffic on SE 140th Street (which has become a residential collector road) warrants a significant upgrade to the road and sidewalk and lighting systems - **not at the expense of the local residents and tax payers**.

This is a request to leave the zoning as is and not convert the parcels to EP2 until the City of North Bend Planning authorities respond to the quality of life, health and public safety, traffic safety issues related to the Twin Falls Middle School increase in students and the impacts on infrastructure in our communities.

"DO NOTHING" . . . until the citizens and tax payers have an advocate inside the City of North Bend who is willing to have an open dialogue regarding the issues above and bring resolution to the mounting transportation corridor impact - that is the real impact experiences by many residents on a daily basis.

I welcome your comments related to the above.

"DO NOTHING" abut this Re-Zone / Conversion until the citizens and tax payer issues are addressed.

Sincerely,

Sherwood B. Korssjoen
13710 461st Place SE
North Bend, Washington 98045
206.818.9336
thesherwoodgroup@msn.com

Please submit these comments to the hearing this evening and acknowledge receipt of the above comments by email to thesherwoodgroup@msn.com

Lynn Fredenburg

From: Frank Cranney <fcranney@comcast.net>
Sent: Tuesday, September 01, 2015 3:40 PM
To: Lynn Fredenburg
Subject: FW: Comprehensive Plan and Zoning Map Amendments

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Ms. Fredenburg,

This memo is in reference to the proposed rezoning of Parcels 1323089025, 1323089065 and 9066 from Neighborhood Business(NB) to Employment Park 2(EP2). It appears this rezoning will only benefit the current property owners of those parcels as their zoning will now match the EP2 zoning of the adjacent commercial properties to the east. This benefit will be at the expense of the current homeowners on the west. EP2 zoning will expand the type of industrial businesses that could locate immediately next to residential properties. EP2 allows businesses such as a recycling plant, rubber products, on-site hazardous waste treatment and temporary industrial buildings and uses that NB doesn't allow. The NB zoning should be retained to provide a buffer between the residential area and the current EP2 zoned properties. It is requested that the above parcels be excluded from the City's proposed rezoning.

Sincerely,

Frank Cranney
13468 456th PL SE
North Bend,WA

Jean Buckner

From: Jean Buckner [jean.buckner@comcast.net]
Sent: Tuesday, September 01, 2015 11:44 AM
To: 'Jean Buckner'
Subject: FW: [WoodRiver] City land use changes, hearing Sept 1

From: WoodRiver@yahoogroups.com [mailto:WoodRiver@yahoogroups.com]
Sent: Monday, August 31, 2015 2:38 PM
To: WoodRiver@yahoogroups.com
Subject: Re: [WoodRiver] City land use changes, hearing Sept 1

I am against moving it to E2.

Susie Martin
Sent from my iPad