



SPECIAL CITY COUNCIL MEETING

September 13, 2016 – Agenda

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

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

CONSENT AGENDA:

		Pg.#
1) Minutes	Council Workstudy of July 26, 2016, Special Council Meeting of August 15, 2016 & Council Meeting of August 16, 2016	1
2) Payroll	August 19, 2016 – 27514 through 27520 , in the amount of \$157,535.68 September 2, 2016 – 27521 through 27526 , in the amount of \$198,384.64	
3) Checks	September 6, 2016 – 63198 through 63283 , in the amount of \$933,043.89	
4) AB16-093	Ordinance – Amending NBMC 2.30 RE EDC Commission Members	Ms. Estep 9
5) AB16-094	Motion – Authorizing Blanket Purchase Orders	Ms. Masko 15
6) AB16-095	Motion – Authorizing Contract for Payroll Services	Ms. Masko 19

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

7) Proclamation	National Recovery Month	Mayor Hearing 33
8) Proclamation	Senior Center Month	Mayor Hearing 35
9) AB16-096	Appointments to EDC Commission	Mayor Hearing 37

INTRODUCTIONS:

10) AB16-097	Resolution – Accepting Cooperative Watershed Management Grant for SF Snoqualmie River Setback Project	Ms. Burrell 47
11) AB16-098	Resolution – Authorizing SRFB Grant Submittal for SF Snoqualmie River Setback Project	Ms. Burrell 59
12) AB16-099	Ordinance – Amending NBMC 8.26.115 RE Construction Hours	Mr. Spencer 67
13) AB16-100	Resolution – Awarding Torguson Park Capital Improvement Project to Rodarte Construction	Mr. Rigos 71

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

ADJOURNMENT:

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CITY OF NORTH BEND
CITY COUNCIL
WORKSTUDY NOTES
July 26, 2016 – 7:00 p.m.
City Hall Conference Room, 211 Main Ave. N., North Bend, WA

Mayor Pro Tem Loudenback called the meeting to order at 7:03 p.m.

Councilmembers Brenden Elwood, Alan Gothelf, Trevor Kostanich, Ross Loudenback, Jonathan Rosen and Martin Volken were present. Councilmember Jeanne Pettersen was excused.

Staff Present: Mayor Ken Hearing, City Administrator Londi Lindell, Assistant City Administrator/ Finance Director Dawn Masko, Public Works Director Mark Rigos, Community & Economic Development Director Gina Estep, and Records Coordinator Kym Smith.

Draft Cottage Housing Amendments

Community & Economic Development Director Estep reviewed the proposed draft cottage housing amendments of the North Bend Municipal Code (NBMC) as recommended by Council from previous workstudies. Council provided the following revisions and direction to Ms Estep:

- Common Green. Cottages should generally be clustered around a common green and Diagram X (18.11.100) should reflect this fact
- Ramblers. Maximum unit size did not guarantee sufficient ramblers or one story units as currently drafted and staff was asked to come up with a formula to insure a mix of 1 story and 1.5 story units in cottage clusters and 1 story and 2 story units in single family clusters.
- Front Porch. Change the required minimum yards to not allow porches to encroach into the 20' front yard setback but still require porches for both cottages and single family homes.
- Elimination of carports. Although Council liked many aspects of the Kirkland code, they asked Ms. Estep to delete the allowance for carports.
- Community building/space. Council wished to mandate that these be provided in larger cottage clusters.
- Garages. No front facing garages.
- Trees and Views. Preservation of both was important to Council.

After discussion and clarification provided by Council, Ms. Estep commented she would incorporate changes into the draft code amendments and present it to the Planning Commission at a future Commission meeting. Additionally, she noted the incentive for developers that required them to purchase trail frontage if their development was near the Burlington Northern (BN) trail would be added back into the future code amendment, since this was of great

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importance to Council and an essential part of their vision of cottage development and trail continuity.

LID Code Amendments

Community & Economic Development Director Estep informed Council a developer had expressed interest in the area north of SE 140th Street and east of Woodriver in the Constrained Low Density Residential Zone (CLDR) which had 18,000 square foot lot sizes and no recent adjustments to street standards. She explained the NBMC contained a section of code entitled Low Impact Development Project which was a Demonstration Project that could be amended to apply to the CLDR zone and street standards. If amended, the new code would require roads and trails to meander through the trees, maximizing tree preservation and making it more rural in nature.

After discussion and questions from Council, Ms. Estep concluded she would present the proposed amendment to the Planning Commission at its July 26th meeting.

City Hall Discussion

City Administrator Lindell explained that City Hall was an aging building with a failing infrastructure and contained significant electrical, health and safety issues.

Ms. Lindell noted that this issue was of concern to Council and in fact had been discussed by previous City Councils. She noted that in the early 1990's the City had hired a firm to analyze the various City owned properties and types of city halls and civic center designs that could be constructed. Eventually a decision was made to purchase property where a proposed Municipal Campus could be built which would house City Hall, Community and Economic Development (CED), Public Works (PW), the Fire Department and the Police Department. A site for the campus was purchased but at present contains only the Public Works Department and Fire Station.

In reviewing the site and available space for building, Ms. Lindell concluded the City could build an affordable multifunction City Hall on the property which would provide "one stop shopping" to our citizens and eliminate traveling to multiple offices to obtain municipal services.

After discussion, Council requested Ms. Lindell proceeding forward with a professional service agreement for schematic design of a City Hall and follow up with discussions on the issue at a later date.

Adjournment

The workstudy closed at 8:46 p.m.

ATTEST:

Ross Loudenback, Mayor Pro Tem

Kym Smith, Records Coordinator

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<p style="text-align: center;">NORTH BEND SPECIAL CITY COUNCIL MINUTES August 15, 2016 City Hall Conference Room, 211 Main Ave. N., North Bend, WA</p>

CALL TO ORDER, ROLL CALL:

Mayor Hearing called the Special Meeting to order at 5:00 p.m.

Councilmembers Present: Elwood, Gothelf, Kostanich, Loudenback, Pettersen and Volken. Councilmember Rosen was excused.

AB16-083 – Public Hearing, Ordinance 1596 Extending Moratorium in Cottage Residential Zone **Audio: 00:35**

Community & Economic Development Director Estep and City Administrator Lindell provided the staff report.

Mayor Hearing opened the Public Hearing on an Ordinance Extending Moratorium in Cottage Residential Zone at 5:05 p.m.

The following spoke regarding the Extension of the Moratorium:

Michael Thomas, 1231 LaForest Drive SE

Mayor Hearing closed the Public Hearing at 5:07 p.m.

Councilmember Pettersen **MOVED**, seconded by Councilmember Loudenback to approve AB16-083, an ordinance renewing the moratorium on the acceptance of applications for development permits and approvals within Cottage Residential (CR) Zoning District, as a first and final reading. The motion **PASSED** 6-0.

ADJOURNMENT:

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

The meeting adjourned at 5:09 p.m.

ATTEST:

Kenneth G. Hearing, Mayor

Susie Oppedal, City Clerk

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NORTH BEND CITY COUNCIL MINUTES

August 16, 2016

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

CALL TO ORDER, ROLL CALL:

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

Councilmembers Present: Elwood, Gothelf, Kostanich, Loudenback, Pettersen, and Volken. Councilmember Rosen was excused.

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

Mayor Hearing called the meeting back to order at 7:03 p.m.

Councilmember Loudenback **MOVED**, seconded by Councilmember Gothelf to pull AB16-090 – Resolution Authorizing DEA with Polygon for Cottages at North Bend from the main agenda and place on the consent agenda. The motion **PASSED** 6-0.

CONSENT AGENDA:

Minutes – Council Workstudies of May 24, 2016 & June 28, 2016 & Council Meeting of July 19, 2016

Payroll – July 20, 2016 – 27500 through 27506, in the amount of **\$157,126.92**

August 5, 2016 – 27507 through 27513, in the amount of **\$195,601.48**

Checks – August 2, 2016 – 63087 through 63155, in the amount of **\$365,826.39**

August 16, 2016 – 63156 through 63197, in the amount of **\$166,640.13**

AB16-084 – Motion Approving 2017/2018 Budget Calendar

AB16-085 – Resolution 1720 Accepting Miners Ridge Infrastructure Improvements

AB16-086 – Resolution 1721 Awarding Contract to Pacific Ace RE Parks Improvements

AB16-087 – Ordinance 1597 Amending 2015-2016 Biennial Budget

AB16-090 – Resolution 1722 Authorizing DEA with Polygon for Cottages at North Bend

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

CITIZEN'S COMMENTS:

Dave Olson, 440 Main Avenue S, provided an update on Kiwanis activities.

Michael Thomas, 1231 LaForest Drive SE, commented on the City's recent email outage and its effect on the public comment process and ability for residents to provide input to

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staff and Councilmembers. He suggested the City investigate a certified public input system such as DocuSign which would assure the sender that a document had been received by the City. He expressed his displeasure that AB16-090 – Resolution Authorizing DEA with Polygon for Cottages at North Bend was moved to the consent agenda as he had intended to comment on the item.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

AB16-088 – Appointment to Parks Commission – Youth Position

Audio: 08:35

Mayor Hearing recommended the appointment of Will Huestis to Youth Position No. 5 on the Parks Commission.

Councilmember Loudenback **MOVED**, seconded by Councilmember Kostanich to approve AB16-088, confirming the appointment of Will Huestis to Youth Member Position No. 5 on the Parks Commission, term expiring August 31, 2017. The motion **PASSED** 6-0.

COMMISSION AND COMMITTEE REPORTS:

Planning Commission

A report of the July 28th meeting was provided.

Parks Commission

No report. The next meeting is scheduled for August 24, 2016.

Economic Development Commission

No report.

Community & Economic Development Committee – Councilmember Pettersen, Chair

No report. The next meeting is scheduled for September 20, 2016.

Finance & Administration Committee – Councilmember Rosen, Chair

No report. The next meeting is scheduled for September 6, 2016.

Public Health & Safety Committee – Councilmember Gothelf, Chair

A report of the August 9th meeting was provided.

Transportation & Public Works Committee – Councilmember Loudenback, Chair

A report of the August 10th meeting was provided.

Council Workstudy – Mayor Pro Tem Loudenback

A report of the July 26th Council Workstudy was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf

A report of the August 4th meeting was provided.

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INTRODUCTIONS:

AB16-089 – Motion Authorizing City Hall Professional Services Agreements **Audio: 16:48**

City Administrator Lindell provided the staff report.

The following individuals spoke regarding the Motion Authorizing City Hall Professional Services Agreements:

Michael Thomas, 1231 LaForest Drive SE

Paula Lodahl, 435 SE Maple Drive

Berry Rogers, 345 SE 12th Place

Councilmember Loudenback **MOVED**, seconded by Councilmember Gothelf to approve AB16-089, authorizing the Mayor to enter into First Amendments in form approved by the City Attorney, with TCA in an amount not to exceed \$20,000, and with Lawhead Architects in an amount not to exceed \$20,000, for the design of City Hall. The motion **PASSED** 6-0.

AB16-091 – Resolution 1723 Authorizing ILA with Snoqualmie Cities for Emergency Management Organization **Audio: 49:34**

Public Works Director Rigos provided the staff report.

Councilmember Loudenback **MOVED**, seconded by Councilmember Pettersen to approve AB16-091, a resolution authorizing an Interlocal Agreement with the Cities of Snoqualmie, Carnation and Duvall for the establishment of an Emergency Management Organization. The motion **PASSED** 6-0.

AB16-092 – Ordinance 1598 Amending NBMC 8.26 RE Construction Hours **Audio: 54:39**

City Administrator Lindell provided the staff report.

The following individuals spoke regarding an Ordinance Amending NBMC 8.26 RE Construction Hours:

Michael Thomas, 1231 LaForest Drive SE

Councilmember Loudenback **MOVED**, seconded by Councilmember Kostanich to approve AB16-092, an ordinance amending North Bend Municipal Code Section 8.26.110 and creating a new Section 8.26.115 to reduce allowable construction hours, as a first and final reading. The motion **PASSED** 6-0.

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MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

City Administrator Lindell thanked Assistant City Administrator/Finance Director Masko for her efforts during the recent firewall/email issues and assured all that anyone that sent an email to the City during the outage received a notice their email did not reach the intended sender. Ms. Lindell noted staff would be performing an assessment of the City's information technology system and the outcome would most likely include a strategic plan as a result of the assessment.

Councilmember Gothelf thanked all citizens that participated in Eastside Fire & Rescue's community meeting and/or answered questions on the online survey regarding development of the mission and strategic goals of the organization.

Councilmember Elwood commented on a recent visit to City Hall and the concern he observed from City Staff regarding the email/firewall issues.

Councilmember Kostanich provided a summary of the July 20th Snoqualmie Watershed Forum meeting and the August 5th Middle Fork of the Snoqualmie Recreational Tour hosted by Mountains to Sound Greenway Trust.

Councilmember Pettersen thanked Festival at Mt Si Chair Jill Massengill and all the volunteers that worked hard for many months prior to the Festival to ensure its success.

Councilmember Volken thanked those that had applied for a position on the Economic Development Commission and for their willingness to volunteer their time to the community. He noted he was very impressed with the qualification of many who had applied for the positions.

Mayor Hearing spoke regarding the following items:

- 3,000 lbs. of paper shredded during August 6th Shred Event
- Festival at Mt Si Event & Festival Committee
- Cancellation of August 23rd Council Workstudy & September 6th Council Meeting

ADJOURNMENT:

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

The meeting adjourned at 8:20 p.m.

ATTEST:

Kenneth G. Hearing, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: September 13, 2016	AB16-093
An Ordinance Amending North Bend Municipal Code Section 2.30.020, Relating to the Appointment of Members to the Business and Economic Development Commission Cost Impact: N/A Fund Source: N/A Timeline: Immediate	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	X
	Finance – Dawn Masko	
	Public Works – Mark Rigos	
Attachments: Ordinance (redline)		
<p>SUMMARY STATEMENT:</p> <p>On April 5, 2016, the North Bend City Council adopted Ordinance No. 1582, restructuring the membership of the Business and Economic Development Commission (the “Commission”). The reason for the restructure was to create an “action-oriented” Commission made up of five members including one City Councilmember.</p> <p>The City Council’s intention to include a Councilmember on the Commission contemplated the Councilmember being assigned by consensus of the Council, while the other four members of the Commission would be appointed by the Mayor and confirmed by the Council.</p> <p>Therefore, Section 2.30.020, as amended by Ordinance No. 1582, did not carry out the intent of the Council regarding the manner of the appointment of the Councilmember assigned to the Commission.</p> <p>As a result the City now wishes to clarify the language of North Bend Municipal Code (NBMC) 2.03.020 as to appointment and assignment of the Councilmember.</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development (CED) Committee reviewed this item electronically and recommended approval and placement on the consent agenda.</p>		
<p>RECOMMENDED ACTION: MOTION to approve AB16-093, an ordinance amending NBMC 2.30.020, relating to the appointment of members to the Business and Economic Development Commission, as a first and final reading.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 13, 2016		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, RELATING TO APPOINTMENT OF MEMBERS TO THE BUSINESS AND ECONOMIC DEVELOPMENT COMMISSION; AMENDING NORTH BEND MUNICIPAL CODE SECTION 2.30.020; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on April 5, 2016, the North Bend City Council adopted Ordinance No. 1582, restructuring the membership of the Business and Economic Development Commission (the “Commission”) under Chapter 2.30 NBMC in order to create an “action-oriented” Commission made up of five members including one City Councilmember; and

WHEREAS, the Council’s intention to include a Councilmember on the Commission contemplated the Councilmember being assigned by consensus of the Council, whereas the other four members of the Commission are appointed by the Mayor and confirmed by the Council; and

WHEREAS, NBMC 2.30.020, as amended by Ordinance No. 1582, does not carry out the intent of the Council regarding the manner of appointment of the Councilmember assigned to the Commission; and

WHEREAS, the City desires to clarify the language of NBMC 2.03.020 as to appointment of Commission members;

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

Section 1. NBMC 2.30.020 (Membership), Amended: North Bend Municipal Code Section 2.30.020 is hereby amended to read as follows:

2.30.020 Membership.

A. Number of Members. The commission shall consist of five members selected as follows: (1) at least two members shall be city residents; (2) at least two members shall work for or have an ownership interest in a business located within the city but are not required to be city residents; and

(3) the remaining member shall be a city councilmember assigned by consensus of the council each year.

B. Term. Except as otherwise provided in NBMC 2.30.020(A)(3), ~~T~~the members shall be appointed for staggered terms of four years. Therefore, for members appointed in 2016, two members shall be appointed for terms expiring December 31, 2019, or until their successors are duly appointed and confirmed, and ~~two~~three members shall be appointed for terms expiring December 31, 2020, or until their successors are duly appointed and confirmed. Subsequent appointments for full terms shall begin as of January 1st and shall be for four-year terms, or until their successors are duly appointed and confirmed.

BC. Appointment. Except as otherwise provided in NBMC 2.30.020(A)(3), ~~M~~members of the commission shall be appointed by the mayor and confirmed by the council. All members~~and~~ shall be selected without respect to political affiliation and shall serve without compensation.

CD. Removal. Members shall be removed upon the recommendation of the mayor and confirmed by a majority vote of the entire city council for neglect of duty, conflict of interest, malfeasance in office or other just cause, including unexcused absence for three consecutive regular meetings. The decision of the city council shall be final and there shall be no appeal therefrom.

DE. Vacancies. Vacancies occurring other than through the expiration of the term shall be filled for the unexpired term in the same manner as for appointments as provided in this chapter.

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

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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 13TH DAY OF
SEPTEMBER, 2016.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: September 13, 2016 AB16-094		
Motion Authorizing Blanket Purchase Orders with City vendors		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		
		Finance – Dawn Masko		X
		Public Works – Mark Rigos		
Cost: N/A				
Fund Source: Various				
Timeline: Immediate				
Attachments: Exhibit A – List of 2016 Blanket Purchase Orders				
<p>SUMMARY STATEMENT:</p> <p>A Blanket Purchase Order is a purchase order that is used for routine or normal operating supplies and services purchased on a repetitive basis from the same vendor. The City’s current purchasing policies require City Council approval for any contract or purchase order exceeding \$7,500. Staff estimates that it will spend more than \$7,500 on routine purchases from the vendors listed in Exhibit A for the remainder of 2016.</p> <p>Staff is requesting approval of blanket purchase orders with the vendors listed in Exhibit A in amounts not to exceed those listed for the remainder of 2016. Sufficient funds have already been appropriated within the existing budget for these purchases.</p>				
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee discussed the utilization of blanket purchases orders at the July 2015 meeting and recommended using blanket purchases orders for routine purchases with placement on the consent agenda.</p>				
<p>RECOMMENDED ACTION: MOTION to approve AB16-094, authorizing Blanket Purchase Orders with the vendors listed in Exhibit A in amounts not to exceed those listed in Exhibit A.</p>				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
September 13, 2016				

EXHIBIT A – 2016 BLANKET PURCHASE ORDERS

VENDOR	PURPOSE	2016 AMOUNT NOT TO EXCEED
Ace Hardware	Operating supplies	\$10,000
Amtest Inc.	Lab testing	\$15,000
Aquionics Inc.	WWTP & Water repair & maintenance supplies	\$10,000
HD Fowler	Water supplies & parts	\$10,000
North Bend Auto Parts (NAPA)	Supplies for vehicles & equipment	\$25,000
Northstar Chemical, Inc.	Chemicals	\$25,000
Staples Business Advantage	Office & operating supplies	\$20,000
USA Bluebook	WWTP & Water supplies	\$15,000



City Council Agenda Bill

SUBJECT:		Agenda Date: September 13, 2016	AB16-095
A Motion Authorizing an On-Call Professional Services Contract with Loraine Neal for Payroll Services		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	X
		Public Works – Mark Rigos, P.E.	
Cost Impact: N/A			
Fund Source: Varies			
Timeline: August 2016 - December 31, 2018			
Attachments: Contract with Scope of Services and Fee Summary (Exhibit A)			
<p>SUMMARY STATEMENT:</p> <p>From time to time certain operational activities require the assistance of outside professional services experts. To expedite the use of these experts every time City staff needs assistance, consultants can be placed under contract for on-call services. Their services would be called upon only when their assistance is needed. No expense is incurred unless a specific task and associated fee is negotiated with the relevant consultant.</p> <p>The City would like to utilize the services of Loraine Neal (Consultant) via an On-Call Professional Services Agreement through calendar year 2018. The Consultant has previously worked for the City of Snoqualmie and provided payroll services to the City of North Bend through an Interlocal Agreement. Prior to her departure from Snoqualmie she had been training the City’s Accounting Assistant to perform payroll services. If approved, this professional services contract will allow the Consultant to provide on-call assistance for the Accounting Assistant for payroll processing, to serve as the City’s payroll backup if needed, and assist with other related payroll duties. While this contract does not preclude the City from exploring alternate payroll options if this model does not prove to be practical or sustainable, it does provide stability, institutional knowledge, and professional expertise for this critical function.</p> <p>The City budget contains sufficient appropriation for contract payroll services and this Agreement would assume the current budget of \$25,000 annually would be carried forward into the 2017-2018 Biennium.</p>			
<p>COMMITTEE REVIEW AND RECOMMENDATION: This item was sent via email to the Finance & Administration Committee on August 24, 2016 for review. The Committee recommended approval and placement on the Consent Agenda.</p>			
<p>RECOMMENDED ACTION: MOTION to approve AB16-095, authorizing an on-call professional services contract with Loraine Neal for payroll services.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
September 13, 2016			

**PROFESSIONAL SERVICES AGREEMENT
ON CALL PAYROLL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 4th day of August, 2016, by and between the City of North Bend, a municipal corporation of the State of Washington (“the City”) and Loraine Neal, a sole proprietorship (“Consultant”) in consideration of the mutual benefits and conditions contained herein.

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

WHEREAS, Consultant is in the business of performing such services, which are described below; and

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Scope of Services.** Consultant shall perform those on call payroll services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
- 2. Compensation and Method of Payment.** Consultant will invoice the City monthly based upon the fee schedule set forth in **Exhibit B** attached hereto, which is incorporated by this reference as if fully set forth. The City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to the City prior to or along with the first invoice.
- 3. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing August 4, 2016 and ending December 31, 2018 unless earlier terminated upon 30 days notice by either party to the other in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.
- 4. Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, Consultant shall provide to the City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by the City, all final documents, reports, or studies shall be provided to the City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in this Agreement.
- 5. Independent Contractor.** The City and Consultant agree that Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither Consultant nor any of Consultant’s employees shall be entitled, by virtue of the services provided under this Agreement, to any benefits afforded to City employees. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal

payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers' compensation, or for otherwise assuming the duties of an employer with respect to Consultant or Consultant's employees.

6. **Indemnification.** Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, Consultant's liability hereunder—including the duty and cost to defend—shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under *Industrial Insurance*, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit Consultant's liability to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- A. **Scope of Required Insurance.** Consultant shall maintain insurance of the types and coverage described below:

1. **Automobile liability insurance**, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

- B. **Failure to Maintain Insurance.** Consultant's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.

8. **Recordkeeping and "Red Flag" Rules.**

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

- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.
- C. Consultant acknowledges receipt of and agrees to adhere to the City's Identity Theft Prevention Program ("Red Flag" rules), a copy of which is attached hereto as **Exhibit D**.

9. Taxes, Licenses and Permits.

- A. Consultant shall procure and maintain a City business license in accordance with Chapter 5.04 NBMC, *Business Licenses and Business and Occupation Tax*, prior to beginning work under this Agreement. Consultant assumes responsibility for and ensures that all contractors, subcontractors and suppliers shall also obtain a City business license.
- B. Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to Chapters 5.04 and 5.05 NBMC, and Consultant agrees to comply with all applicable laws regarding the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If the City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Consultant shall reimburse and hold the City harmless from such costs, including attorneys' fees. Consultant shall also require all contractors, subcontractors and suppliers to pay all charges and taxes in accordance with this Section 9.
- C. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by the City or any other governmental body, then Consultant authorizes the City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Consultant's total compensation.

10. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the term of this Agreement. The City shall have the right to conduct an audit of Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of Consultant.

11. Termination. This Agreement may be terminated by the City at any time upon thirty (30) days' written notice.

12. Discrimination Prohibited. Consultant shall not discriminate against any employee, applicant for employment, or any person seeking Consultant's services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

13. Assignment and Subcontract. Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

14. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Proposed changes which are

mutually agreed upon shall be incorporated by written amendments or addenda signed by both parties.

15. Notices. Notices required hereunder shall be delivered via certified U.S. mail to the addresses below:

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

To Consultant: Loraine Neal
2000 Carlson Road
Snohomish, WA
Phone: (425) 246-2252

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

BY THEIR SIGNATURES BELOW, the authorized agents of the parties enter into this Agreement as of the day and year first written above.

CITY OF NORTH BEND

PAYROLL SERVICES

By: _____
Kenneth G. Hearing, Mayor

By: _____

Printed Name: Loraine Neal

Title: Owner

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Michael R. Kenyon, City Attorney

EXHIBIT A:

SCOPE OF SERVICES

Consultant shall furnish and perform services including, but not limited to, the description of work and deliverable items indicated below.

1. **Project Title:** Payroll Services

2. **Supervising Staff.** Consultant's main point of contact at the City will be Dawn Masko, Assistant City Administrator/Finance Director who can be reached at (425) 888-7630 or dmasko@northbendwa.gov , or such other personnel as the City may designate from time to time.

3. **Description of Work.** Provide on call payroll services to assist Accounting Assistant with payroll services. Consultant will use best efforts to provide at least 2 weeks notice if she is unavailable to assist the Accounting Assistant or other City employees. Consultant will be unavailable for the final payroll in December 2016.

**EXHIBIT B:
COMPENSATION**

Consultant will be paid \$75 an hour for services rendered.

**EXHIBIT C:
TAXPAYER IDENTIFICATION NUMBER**

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

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

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

Please check the appropriate category:

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

TIN#: ___ - _____

SS#: ___ - ____ - _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

EXHIBIT D:
CITY OF NORTH BEND
IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

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

II. PROGRAM PURPOSE AND DEFINITIONS

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

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

B. Red Flags Rule Definitions Used in this Program. For the purposes of this Program, the following definitions apply:

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

“**Covered account**” means:

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

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

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

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

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

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

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

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

III. IDENTIFICATION OF RED FLAGS

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

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

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

B. Suspicious Documents – Red Flags.

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

C. Suspicious Personal Identifying Information – Red Flags.

- Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);
- Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a driver’s license);
- Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- Social security number presented that is the same as one given by another customer;
- An address or phone number presented that is the same as that of another person;

- Failing to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
- Identifying information which is not consistent with the information that is on file for the customer.

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

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

E. Alerts from Others – Red Flag.

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

IV. DETECTING RED FLAGS

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

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

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

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

V. PREVENTING AND MITIGATING IDENTITY THEFT

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

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;

- Contact the customer with the covered account;
 - Change any passwords or other security codes and devices that permit access to a covered account;
 - Not open a new covered account;
 - Close an existing covered account;
 - Reopen a covered account with a new number;
 - Not attempt to collect payment on a covered account;
 - Notify the Finance Director for determination of the appropriate step(s) to take;
 - Notify law enforcement; or
 - Determine that no response is warranted under the particular circumstances.
- B. Protect Customer Identifying Information. In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City shall take the following steps with respect to its internal operating procedures to protect customer identifying information:
- Secure the City website but provide clear notice that the website is not secure;
 - Undertake complete and secure destruction of paper documents and computer files containing customer information;
 - Make office computers password protected and provide that computer screens lock after a set period of time;
 - Keep offices clear of papers containing customer identifying information;
 - Request only the last 4 digits of social security numbers (if any);
 - Maintain computer virus protection up to date; and
 - Require and keep only the kinds of customer information that are necessary for City purposes.

VI. PROGRAM ADMINISTRATION

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

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

- B. Staff Training and Reports. City staff responsible for implementing the Program shall be trained either by or under the direction of the Finance Director in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Additionally, a compliance report shall be provided annually to the Finance Director. The annual compliance report shall at a minimum address the following:
1. The effectiveness of the City's policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
 2. Service provider arrangements;
 3. Significant incidents involving identity theft and the City's response; and
 4. Recommendations for material changes to the Program.

- C. Service Provider Arrangements. In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.
- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the Program and with all instructions and directives issued by the Finance Director relative to the Program; or
 - Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the service provider's identity theft prevention program and will take appropriate action to prevent and mitigate identity theft; and that the service providers agree to report promptly to the City in writing if the service provider in connection with a City covered account detects an incident of actual or attempted identity theft or is unable to resolve one or more red flags that the service provider detects in connection with a covered account.
- D. Customer Identifying Information and Public Disclosure. The identifying information of City customers with covered accounts shall be kept confidential and shall be exempt from public disclosure to the maximum extent authorized by law, including RCW 42.56.230(4). The City Council also finds and determines that public disclosure of the City's specific practices to identity, detect, prevent, and mitigate identify theft may compromise the effectiveness of such practices and hereby direct that, under the Program, knowledge of such specific practices shall be limited to the Finance Director and those City employees and service providers who need to be aware of such practices for the purpose of preventing identity theft.

VII. PROGRAM UPDATES

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



**Office of Mayor
PROCLAMATION**

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and

WHEREAS, prevention of mental and substance use disorders works, treatment is effective, and people recover in our area and around the Nation; and

WHEREAS, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, an estimated 400,000 people in King County are affected by these conditions; and

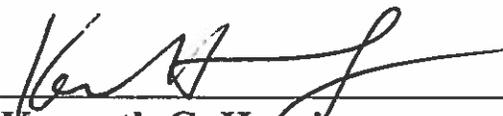
WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, the White House Office of National Drug Control Policy, and the King County Mental Health, Chemical Abuse and Dependency Services Division invite all residents of North Bend to participate in National Recovery Month; and

NOW, THEREFORE, I, Kenneth G. Hearing, Mayor, do hereby proclaim the month of September 2016 as

NATIONAL RECOVERY MONTH

in the City of North Bend and call upon all citizens to observe this month with appropriate programs, activities, and ceremonies supporting this year's theme, "Join the Voices for Recovery: Our Families, Our Stories, Our Recovery!"

Signed this 13th day of September, 2016



Kenneth G. Hearing
Mayor





Office of Mayor
PROCLAMATION

WHEREAS, the City of North Bend includes a community of older Americans and senior citizens who deserve recognition for their contributions to our nation; and

WHEREAS, the City of North Bend and Mt. Si Senior Center recognize that older adults and senior citizens were and still are trailblazers—advocating for themselves, their peers, and their communities—paving the way for future generations; and

WHEREAS, the City of North Bend and Mt. Si Senior Center are committed to raising awareness about issues facing older Americans and helping all individuals to thrive in communities of their choice for as long as possible; and

WHEREAS, we appreciate the value of inclusion and support in helping older adults successfully contribute to and benefit from their communities; and

WHEREAS, our community can provide opportunities to enrich the lives of individuals of all ages by:

- Promoting and engaging in activity, wellness, and social involvement.
- Emphasizing home and community-based services that support independent living.
- Ensuring community members can benefit from the contributions and experience of older adults.

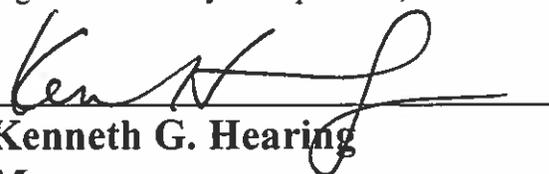
NOW, THEREFORE, I, Kenneth G. Hearing, Mayor, do hereby proclaim September, 2016, as

SENIOR CENTER MONTH

in the City of North Bend and urge every resident to take time this month to acknowledge older adults, senior citizens and the people who serve them as powerful and vital individuals who greatly contribute to our community.



Signed this 1st day of September, 2016


Kenneth G. Hearing
Mayor

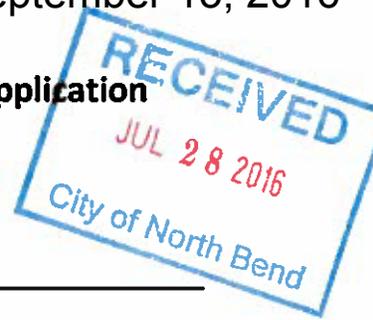


City Council Agenda Bill

SUBJECT:		Agenda Date: September 13, 2016		AB16-096		
Appointments to the Business & Economic Development Commission		Department/Committee/Individual				
		Mayor Ken Hearing			X	
		City Administrator – Londi Lindell				
		City Attorney - Mike Kenyon				
		City Clerk – Susie Oppedal				
		Community & Economic Development – Gina Estep				
		Finance – Dawn Masko				
		Public Works – Mark Rigos				
Cost Impact:						
Fund Source:						
Timeline:						
Attachments: Commission Applications						
<p>SUMMARY STATEMENT:</p> <p>On April 5, 2016 Council passed Ordinance 1582 which restructured the Business & Economic Development Commission. The restructure decreased the commission from seven members to five members and revised the Commission to be an “action-oriented” group which provides recommendations to the City Council regarding North Bend’s economic growth and development, based upon specific work plans or projects as assigned by the City Council. The Commission shall consist of five members selected as follows: (1) at least two members shall be city residents; (2) at least two members shall work for or have an ownership interest in a business located within the city but are not required to be city residents; and (3) the remaining member shall be a city councilmember assigned by consensus of the council each year.</p> <p>The vacancies for the Commission were advertised on May 17, 2016 and during the one month application period fifteen applications were received. Mayor Hearing and Community & Economic Development Director Estep interviewed applicants on July 20th, 21st, and 27th and August 1st and 15th. Mayor Hearing is recommending the appointment of Wendy Parslow to Position No. 1, term expiring December 31, 2019; Erika Canfield to Position No. 2, term expiring December 31, 2019; Tami Asars to Position No. 3, term expiring December 31, 2020; and Guy Lawrence to Position No. 4, term expiring December 31, 2020.</p> <p>Councilmember Martin Volken will serve as the Council liaison Position No. 5, which is a one year term selected by Council consensus. His successor will be selected next January/February 2017 during the Regional Committee selection process.</p>						
COMMITTEE REVIEW AND RECOMMENDATION:						
<p>RECOMMENDED ACTION: MOTION to approve AB16-096, confirming the Business & Economic Development Commission appointments of Wendy Parslow to Position #1 & Erika Canfield to Position #2, terms expiring December 31, 2019 and Tami Asars to Position #3 & Guy Lawrence to Position #4, terms expiring December 31, 2020.</p>						
RECORD OF COUNCIL ACTION						
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>		
September 13, 2016						



City of North Bend Commission Application



Name: Wendy Parslow

Address: 416 Front St NE, North Bend, WA 98045

Home Phone: n/a Cell Phone: [REDACTED]

Business Phone: 253-437-8527 Email: [REDACTED]

How long at residence: 1 year Best time to contact: varies

Commission desired: 1st Choice Business & Economic Dev 2nd Choice _____

Reason you are interested in serving: North Bend has tremendous potential and I'd like to contribute in helping realize it's potential as an outdoor destination.

Previous community activities: Current: Mountains to Sound Greenway Middle Fork Gateway committee; Former: Squak Mtn King Co Park steering grp; wilderness program volunteer

Applicable education, occupational, and specialized experience: 13 years in Outdoor Rec industry with a focus on marketing and brand building through outdoor experiences and events.

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?
No. See additional notes.

2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community? Yes.

Are there days or evenings you would be unavailable to meet?
Tuesday and Wednesday mornings are challenging--other times would likely be fine.

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:
City of North Bend, Attn: City Clerk, 211 Main Avenue N., P.O. Box 896, North Bend, WA 98045
For more information call 425-888-7627 or email: soppedal@northbendwa.gov

City of North Bend Business & Economic Development Commission

Supplemental Information for Business & Economic Development Commission Application

Applicant: Wendy Parslow



Reason Interested in Serving

My husband and I bought our first house and moved to North Bend just over a year ago. We love living in North Bend and hope to stay for quite some time. I feel it is important to invest in the community where I live and believe this would be a unique opportunity that allows my skills, past experience and passions to serve the community. I also believe that, in addition to its health benefits, outdoor recreation can be a viable economic force to sustain a vibrant community and want to see North Bend embrace its potential as an outdoor recreation destination.

Previous Community Activities

Past Experience

- Cougar-Squak Corridor Park Steering Committee (4 mos): offered ideas and direction for public meeting process for new King County park.
- Volunteer wilderness program lead, Bethany Community Church (8 yrs): I helped grow the wilderness program through marketing, leader recruitment and strategic development.

Current Experience

- Middle Fork Gateway Working Group, Mountains to Sound Greenway Trust: recently joined the working group to support messaging and information for the Middle Fork recreation area.

Relevant Personal Experience/Interests

- Hiking, backpacking, skiing, kayaking, mountain biking, road cycling

Applicable Education, Occupational, and specialized experience

BA Creative Writing

9 Years REI, Outdoor Programs & Outreach (current)

3.5 Years K2 Sports, Events Marketing

Specialized Experience/Skills

- Brand building through outdoor programs
- Marketing for outdoor recreation
- Working with public land management agencies in Washington and in Western US
- Public/Private Partnerships
- Strategic planning for outdoor recreation branding and programs
- Connections to outdoor organizations locally and in the Western US (ex: Mountains to Sound Greenway Trust, Earthcorps, Forterra, Cascade Bicycle Club, Timber Outdoor Music Festival, WTA, etc.)

Additional Details: Conflicts of Interest

Although REI does not operate a physical business in North Bend, my team does offer outdoor experiences in the surrounding areas. However, I don't foresee any direct conflicts of interest between a position on this commission and my role with REI. REI coop members take advantage of North Bend's tremendous recreational opportunities. The commission's goal to bring the North Bend brand to life would likely impact REI coop members regardless of my involvement in the commission or not.



City of North Bend Commission Application



Name: Erika Canfield

Address: 2046 14th Ave W, Unit B, Seattle, WA 98119

Home Phone: _____ Cell Phone: [REDACTED]

Business Phone: _____ Email: [REDACTED]

How long at residence: 4 yrs Best time to contact: email anytime, phone after 6pm

Commission desired: 1st Choice Business & Economic Development 2nd Choice _____

Reason you are interested in serving: Please see attached pdf.

Previous community activities: Executive Board Of Directors - AIGA Seattle - 2 years, Participation in Seattle Public Library Foundation brand & growth strategy focus groups

Applicable education, occupational, and specialized experience: Serving on non-profit board of directors, 15 years of brand strategy, marketing, creative development, business strategy & implementation

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?
No

2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community?
Yes

Are there days or evenings you would be unavailable to meet?
Monday evenings

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:
City of North Bend, Attn: City Clerk, 211 Main Avenue N., P.O. Box 896, North Bend, WA 98045
For more information call 425-888-7627 or email: soppedal@northbendwa.gov

NORTH BEND BUSINESS & ECONOMIC DEVELOPMENT COMMISSION

Reason you are interested in serving:

While I don't live in North Bend, I am an avid user of all that the I-90 corridor has to offer - hiking and trail running, skiing, rock climbing, as well as the post-outdoor-fun libations found in the towns along the way back to Seattle. I've enjoyed many a tasty shake from Scott's Dairy Freeze or a beer from the North Bend Bar and Grill after climbing at Exit 32, or hiking Mt. Si.

I think the goal that North Bend has to become the premier outdoor town on the west side of the state is an exciting one, and I see huge potential for this commission to help the city accomplish that goal.

Outdoor towns are near and dear to my heart - having grown up in Colorado spending time in Vail, Keystone, Idaho Springs, Nederland, etc, I value what an outdoor town can bring to a local population as well as the value it can have as a destination location, and have seen towns develop very individual personalities that are distinct from the others in order to grow economically.

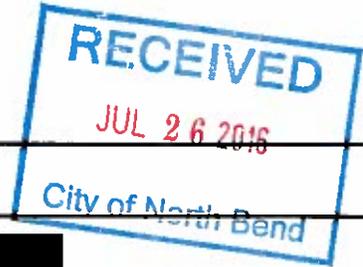
My career path and passion is brand strategy, most recently within the outdoor industry. Over the course of my career I've participated in or lead numerous strategic brand initiatives of varying scope, including a large and complex project currently in the works for the company I work for - Outdoor Research.

I am excited about the opportunity to work with the Business & Economic Development Commission on this impactful project to help the city of North Bend achieve it's goal and reach for it's potential!

Thank you for the chance to apply.



City of North Bend Commission Application



Name: Tami Asars

Address: 16323 Reserve DR SE

Home Phone: [REDACTED] Cell Phone: [REDACTED]

Business Phone: [REDACTED] Email: [REDACTED]

How long at residence: 8 years Best time to contact: anytime

Commission desired: 1st Choice Economic Development 2nd Choice Parks, Recreation & Be

Reason you are interested in serving: I have great ideas about the future of our City and would love to be a part of watching it grow.

Previous community activities: North Bend Parks Foundation, Washington Trails Association Mountains to Sound Greenway

Applicable education, occupational, and specialized experience: I'm a full time writer of outdoor guides and a contributor for various outdoor periodicals. I'd love to see our City brande

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?
no

2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community?
yes

Are there days or evenings you would be unavailable to meet?
I travel periodically, but it's not consistent. Weekends are challenging for me.

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:
City of North Bend, Attn: City Clerk, 211 Main Avenue N., P.O. Box 896, North Bend, WA 98045
For more information call 425-888-7627 or email: soppedal@northbendwa.gov



City of North Bend Commission Application



Name: Guy Lawrence

Address: 1420 SW 13th Place

Home Phone: [Redacted]

Cell Phone: [Redacted]

Business Phone: 425-434-6728

Email: [Redacted]

How long at residence: 15 yrs

Best time to contact: Anytime

Commission desired: 1st Choice EDC

2nd Choice _____

Reason you are interested in serving: Continuance of the good work that the EDC has been involved with over the last 4-5 years

Previous community activities: EDC member since 2008, Branding committee member, Volunteered within SVSD schools for many years. Also SVYSA soccer coach-3 years, Events committee -Mtns. To Sound

Applicable education, occupational, and specialized experience: Bachelor of Business-UWS, Marketing Director for The Summit at Snoqualmie (15 yrs), Marketing chair-Ski Washington (4 yrs), numerous brand audits.

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

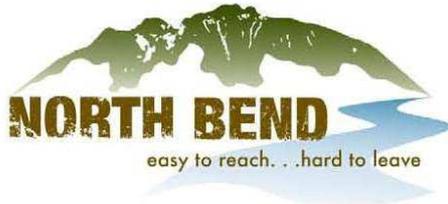
1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?
None

2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community?
Yes

Are there days or evenings you would be unavailable to meet?
No

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:
City of North Bend, Attn: City Clerk, 211 Main Avenue N., P.O. Box 896, North Bend, WA 98045
For more information call 425-888-7627 or email: soppedal@northbendwa.gov



City Council Agenda Bill

SUBJECT:		Agenda Date: September 13, 2016		AB16-097	
A Resolution Authorizing a Cooperative Watershed Management Grant Agreement for the South Fork Snoqualmie River Levee Setback Project Cost Impact: N/A Fund Source: N/A Timeline: 2016-2019		Department/Committee/Individual			
		Mayor Ken Hearing			
		City Administrator – Londi Lindell			
		City Attorney - Mike Kenyon			
		City Clerk – Susie Oppedal			
		Community & Economic Development – Jamie Burrell		X	
		Finance – Dawn Masko			
		Public Works Director – Mark Rigos			
		Attachments: Resolution, Exhibit A – Grant Agreement			
SUMMARY STATEMENT: The City applied for and received a Cooperative Watershed Management (CWM) Grant from the King County Flood Control District (KCD), to perform a preliminary design and floodplain invasive plant removal for the South Fork Snoqualmie River Levee Setback Project. The KCD Board of supervisors awarded the grant on July 11, 2016 in the amount of \$125,000.00, subject to the City’s execution of the attached grant agreement (Exhibit A).					
COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this via phone call and email on 8/30/2016 and recommended it to Council for consideration.					
RECOMMENDED ACTION: Motion to approve AB16-097, a resolution authorizing a Cooperative Watershed Management Grant agreement for the South Fork Snoqualmie River Levee Setback Project.					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
September 13, 2016					

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING A COOPERATIVE WATERSHED MANAGEMENT GRANT AGREEMENT FOR FUNDING THE SOUTH FORK SNOQUALMIE RIVER LEVEE SETBACK

WHEREAS, the City of North Bend (“City”) applied for and received a Cooperative Watershed Management (CWM) Grant from the King County Flood Control District (KCD), Award Number 4.7.16.009, to perform preliminary design and floodplain invasive plant removal for the South Fork Snoqualmie River Levee Setback Project; and

WHEREAS, the KCD Board of Supervisors awarded the Grant on July 11, 2016 in the amount of \$125,000.00, subject to the City’s execution of the attached agreement; and

WHEREAS, the City will continue to secure additional funding for the South Fork Snoqualmie River Levee Setback Project through a variety of sources including the Salmon Recovery Funding Board (SRFB) and the Department of Ecology’s Floodplains by Design;

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

Section 1. The City of North Bend does hereby accept the Cooperative Watershed Management Grant in the amount of \$125,000.00 and the Mayor is authorized to execute the Agreement for Award of Cooperative Watershed Management Grant Funds between the City of North Bend and King County, in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 13TH DAY OF SEPTEMBER, 2016.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

Project Name: South Fork Snoqualmie River Levee Setback

Award Number: 4.7.16.009

**AGREEMENT FOR AWARD OF
COOPERATIVE WATERSHED MANAGEMENT GRANT FUNDS
BETWEEN THE CITY OF NORTH BEND AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the City of North Bend (“Recipient”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **January 31, 2019**.

Primary Contact for King County: Kim Harper, Grant Administrator, 206-477-6079,
Kim.harper@kingcounty.gov.

Primary Contact for Recipient: Jamie Burrell, Senior Planner, 425-888-7642,
Jburrell@northbendwa.gov.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for cooperative watershed management arrangements and actions for purposes of water quality, water resource, and habitat protection and management;
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement (“ILA”) by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget;
- 1.3 Whereas, the Board of Supervisors of the District (the “Board”), the District’s governing body, passed Resolution FCD 2015-11.2 on November 16, 2015, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$4,308,013 in 2015 for water quality, water resources and habitat restoration and management projects and activities allocated in the amounts of \$855,141 for the Snoqualmie Watershed, \$1,615,505 for WRIA 8, \$1,615,505 for WRIA 9, and \$221,863 for WRIA 10 projects in King County, provided that the project list is approved by the Board;
- 1.4 Whereas, in accordance with Resolution FCD2012-07.2 and in its capacity as service provider to the District, King County has established a grant award program, called the Cooperative Watershed Management Award Program, to fund water quality, water resources and habitat restoration and management projects and activities;
- 1.5 Whereas, the Recipient submitted an application to its respective WRIA forum or committee for the Project and that body has recommended the Project for funding under the Cooperative Watershed Management Grant Program in accordance with King County’s Cooperative Watershed Management Grant Program Policies and Procedures, a copy of which has been furnished by King County to the Recipient and which are incorporated herein by this reference (“Grant Policies and Procedures”);

Project Name: South Fork Snoqualmie River Levee Setback

Award Number: 4.7.16.009

- 1.6 Whereas the District’s Board of Supervisors has received a list of proposed projects that includes the Project, as described in Exhibit A attached hereto and incorporated herein by this reference, and the Board of Supervisors has approved the Project for funding up to the amount of **\$125,000**;
- 1.7 Whereas King County has received a scope of work and a budget for the Project from the Recipient and has determined that the scope of work, attached hereto and incorporated herein as Exhibit B (“Scope of Work”), and the budget, attached hereto and incorporated herein as Exhibit C (“Project Budget”), are consistent with the Grant Policies and Procedures;
- 1.8 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with the Grant Policies and Procedures, and the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to award the Recipient an award in the total amount of **\$125,000** from District funds (“the Award”). The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A of this Agreement. King County shall pay the Recipient in accordance with the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that:
 - 2.4.1. They have been identified by Recipient as satisfying 2.4.2 and 2.4.3 herein, and have been approved by King County as the same;
 - 2.4.2. The activities are specified in the Scope of Work of this Agreement;
 - 2.4.3. The expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Project Budget;
 - 2.4.4. Such activities and expenses otherwise comply with all other terms of this Agreement; and

Project Name: South Fork Snoqualmie River Levee Setback

Award Number: 4.7.16.009

- 2.4.5. Such activities and expenses do not occur prior to the date the grants were approved by the District and reimbursements are paid to the Recipient only after this Agreement has been fully executed.
- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form for those documented and allowable expenses identified in the Project Budget and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon execution of this Agreement. Progress reports for each project (with or without requests for payment) shall be made no less frequently than every six months, and no more frequently than every three months, after the effective date of this Agreement. A Progress Report form shall be submitted with all payment requests. Advances may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.
- 2.6. Within thirty (30) days after the completion of the work, the Recipient shall be required to submit to King County a final report in accordance with Section 9 of the Grant Policies and Procedures ("Final Report") which documents the Recipient's completion of the work in conformance with the terms of this Agreement. The Final Report may be submitted on the Close-out Report form unless a more detailed final report is specified in the Scope of Work. A blank Close-out Report form shall be provided to the Recipient by King County upon execution of this Agreement. The Final Report shall include a summary of the Project's successes and shall address the watershed benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.

Project Name: South Fork Snoqualmie River Levee Setback

Award Number: 4.7.16.009

- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE), as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Projects shall be completed by no later than **January 31, 2019**. In the event that the Projects are not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any

Project Name: South Fork Snoqualmie River Levee Setback

Award Number: 4.7.16.009

way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.

- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the King County Council to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

This document has been approved as to form by the King County Prosecuting Attorney's Office as of July 15, 2012.

KING COUNTY:

CITY OF NORTH BEND:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Project Name: South Fork Snoqualmie River Levee Setback

Award Number: 4.7.16.009

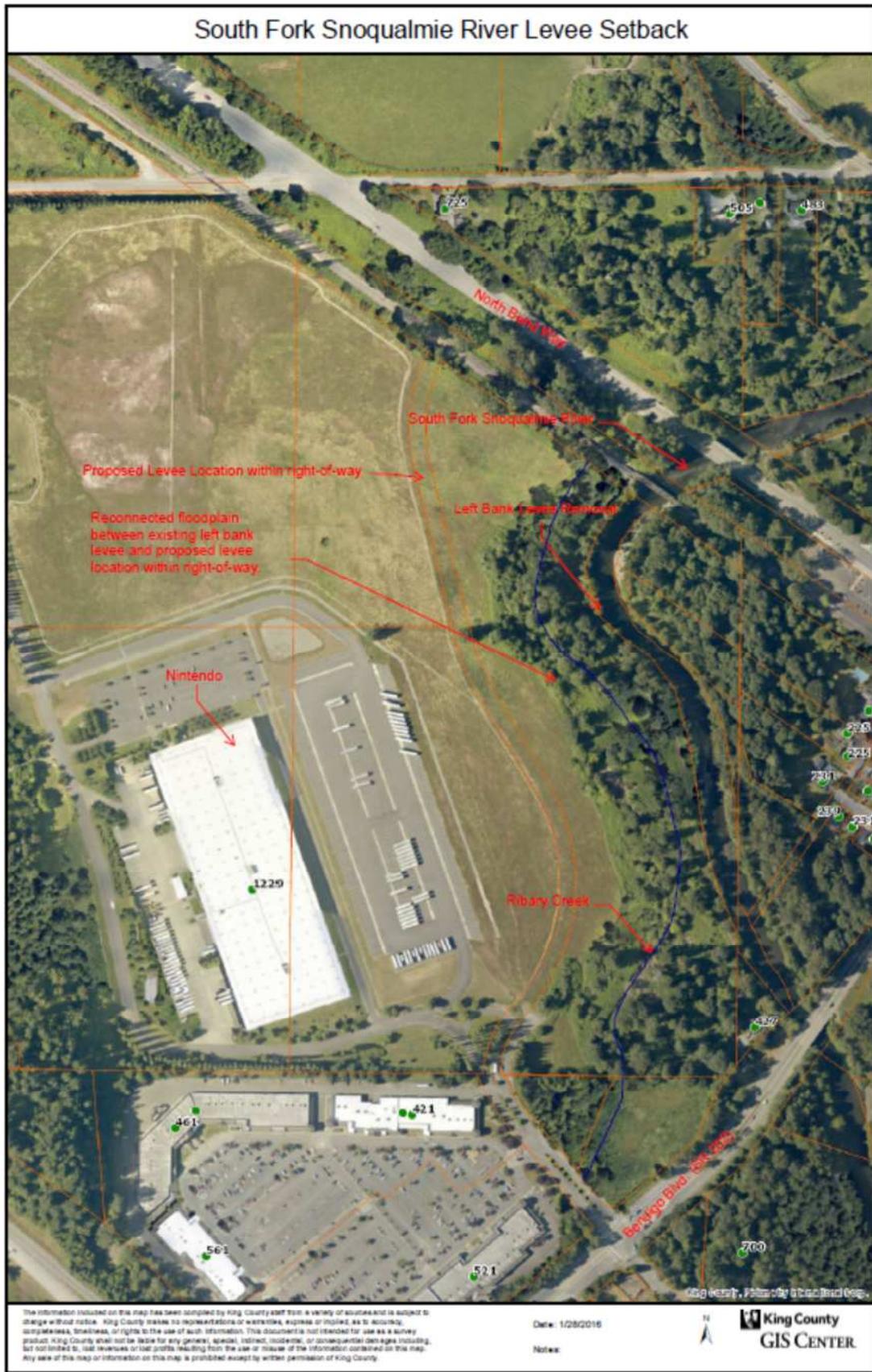
EXHIBIT A: PROJECT DESCRIPTION

PROJECT	RECIPIENT	DESCRIPTION	MATCH	AWARD
South Fork Snoqualmie River Levee Setback Project	City of North Bend	Set back the Nintendo levee, removing up to 2,500 feet of the existing levee along the left bank at river mile 2.5 of the South Fork of the Snoqualmie River. This will reconnect approximately 25 acres of the floodplain including the area where Ribary Creek flows. CWM funding will cover preliminary design and floodplain invasive plant removal.	\$13,920,000	\$125,000

Project Location & Map: The project fits within the Headwaters-Restoration Above Falls and Dams Sub-Basin Strategy Group. Levee setback would occur within right-of-way adjacent to parcels 0923089080 and 0923089093 with possible acquisition of parcel 8570900220. River mile 2.5 of the South Fork Snoqualmie River. See map on next page.

Project Name: South Fork Snoqualmie River Levee Setback

Award Number: 4.7.16.009



Project Name: South Fork Snoqualmie River Levee Setback

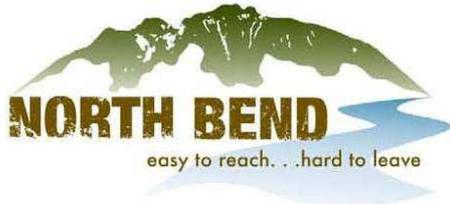
Award Number: 4.7.16.009

EXHIBIT B: SCOPE OF WORK

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Total Budget	Month/Year Task will be Completed
Task 1: Project Administration (Required)	The recipient will submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Recipient will submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	In-Kind	Throughout project period
Task 2:	Preliminary Critical Areas Study. To be completed early 2017.	12%	April 2017
Task 3:	Preliminary Critical Areas Field Study. To be completed early 2017.	12%	April 2017
Task 4:	Preliminary Survey Work. To be completed early 2017.	21%	April 2017
Task 5:	Conceptual Design Options. To be completed mid-2017.	16%	September 2017
Task 6:	Conceptual Mitigation Options. To be completed mid-2017.	16%	September 2017
Task 7:	Early Site Enhancement. Spring or Fall of 2018 Removal/control blackberry, holly, ivy and other identified invasive along the riparian buffer between the existing levee and Ribary Creek. Installation of native conifer trees and other native species within the riparian buffer with any remaining funds. North Bend commits to maintaining a minimum of 80% survival of installed plants and that invasive weed cover will be less than 20% throughout the project site after three years.	20%	December 2018

EXHIBIT C: PROJECT BUDGET

BUDGET ITEM	GRANT REQUEST	MATCH	PROJECT TOTAL
STAFFING	\$ -	\$ 20,000	\$ 20,000
OTHER	\$ 125,000	\$ 11,900,000	\$ 12,025,000
REAL ESTATE-RELATED COSTS	\$ -	\$ 2,000,000	\$ 2,000,000
TOTALS	\$ 125,000	\$ 13,920,000	\$ 14,045,000



City Council Agenda Bill

SUBJECT:		Agenda Date: September 13, 2016	AB16-098	
A Resolution Authorizing the Mayor to Submit a Grant Application to the Salmon Recovery Funding Board for the South Fork Snoqualmie River Levee Setback Project Cost Impact: N/A Fund Source: N/A Timeline: Immediate		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Jamie Burrell		X
		Finance – Dawn Masko		
		Public Works Director – Mark Rigos		
Attachments: Resolution, Exhibit A – Application				
<p>SUMMARY STATEMENT:</p> <p>The City is pursuing a number of grant applications for the South Fork Snoqualmie River Levee Setback Project. On August 24, 2016 staff submitted a Salmon Recovery Funding Board (SRFB) grant application in the amount of \$300,000.00 to assist with preliminary design of the project. Specific details of the project are outlined on page 1 of the attached Exhibit A – Application.</p> <p>As required as part of the grant submittal process, the attached resolution authorizes the Mayor to submit the grant application to the SRFB in accordance with SRFB Manual 18, Appendix J and as provided in Chapter 77.85 of the Revised Code of Washington and Chapter 420-12 of the Washington Administrative Code.</p>				
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this via phone call and email on 8/30/2016 and recommended it move forward to Council for consideration.</p>				
<p>RECOMMENDED ACTION: Motion to approve AB16-098, a resolution authorizing the Mayor to submit a grant application to the Salmon Recovery Funding Board for the South Fork Snoqualmie River Levee Setback Project.</p>				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
September 13, 2016				

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE MAYOR TO SUBMIT GRANT APPLICATION(S) TO THE SALMON RECOVERY FUNDING BOARD (SRFB) IN ACCORDANCE WITH SRFB MANUAL 18, APPENDIX J AND AS PROVIDED IN CHAPTER 77.85 OF THE REVISED CODE OF WASHINGTON AND CHAPTER 420-12 OF THE WASHINGTON ADMINISTRATIVE CODE

WHEREAS, under the provisions of the Salmon Recovery Act, state grant assistance is requested to aid in financing the cost of enhancing the local salmon habitat; and

WHEREAS, the City of North Bend (“City”) has proposed an enhancement project for the conceptual design and planning for the South Fork Snoqualmie River Levee Setback Design in North Bend, Project Number 16-1741 (the “Project”); and

WHEREAS, the City of North Bend considers it in the best public interest to complete the Project as described in the application(s) attached hereto as Exhibit A (the “Application”);

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

Section 1. The Mayor is authorized to make formal application to the Salmon Recovery Funding Board (“SRFB”) for grant assistance for the Project.

Section 2. The City has reviewed the sample project agreement on the Recreation and Conservation Office’s Web site at:

www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf,

and authorizes the Mayor to enter into such a project agreement, if funding is awarded. The City understands and acknowledges that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.

Section 3. Any grant assistance received will be used for direct costs associated with implementation of the Project referenced above.

Section 4. The City expects its matching share of project funding will be derived from a Cooperative Watershed Management Grant (CWM) and meets the requirements of Washington Administrative Code 420-12-040. In addition, the City understands it is responsible for supporting all non-cash commitments to the Project should they not materialize.

Section 5. The City acknowledges that if the Salmon Recovery Funding Board approves grant assistance for the Project, the Recreation and Conservation Office will pay the City on only a reimbursement basis, except for a specially approved advance payment. The City understands reimbursement basis means that the City will only request payment from the Recreation and Conservation Office after it incurs eligible and allowable costs and pays them. The Recreation and Conservation Office also may determine an amount of retainage and hold that amount until the Project is complete. The Recreation and Conservation Office may approve advance payments in limited circumstances, pursuant to Washington Administrative Code 420-12-060 and the policy outlined in SRFB Manual 8, Reimbursements.

Section 6. This application authorization becomes part of a formal application to the Salmon Recovery Funding Board for grant assistance.

Section 7. The City provided appropriate opportunity for public comment on this Application.

Section 8. The City certifies that this Resolution was properly and lawfully adopted following the requirements of the City and applicable laws and policies, and that the person signing as authorized representative is duly authorized to do so.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 13TH DAY OF SEPTEMBER, 2016.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

Project #16-1741, SF Snoqualmie Levee Setback Design in North Bend

Current Status: Application Complete

Project Details

Primary Sponsor: City of North Bend

Primary Contact: Jamie Burrell
(425) 888-7642
jburrell@northbendwa.gov

Funding Program: Salmon State Projects

Lead Entity: Snohomish Basin Lead Entity

Project Type: Planning

Project Description

The City of North Bend proposes to develop preliminary designs (per Manual 18 Appendix D-2) for a levee setback project on the S Fork Snoqualmie River with this grant. This phase of the project will include feasibility studies and investigations to accomplish preliminary designs suitable to initiate permit applications. Though the project site located above Snoqualmie Falls has resident trout species, the project purpose is to improve downstream conditions for Chinook, Steelhead and other salmonid species. The future restoration project phases would remove up to 2,500 feet of the existing levee along the left bank at river mile 2.5 of the S Fork of the Snoqualmie River between the SR202 at mile post 30.50 and North Bend Way, reconnecting approximately 25 acres of the S Fork Snoqualmie River floodplain. The future project will also restore up to 12 acres of riparian area along Ribary Creek in the S Fork floodplain and construct a set back levee with a road and trail. The purpose of the project is to improve hydrologic and sediment process in the S Fork that will create improved hydrology and sediment conditions downstream for ESA listed salmon species. This project will affect the timing and delivery of water, sediment, and large woody materials to downstream reaches as well as improve water temperature and quality which are all priorities in the Snohomish River Basin (WRIA 7) Salmon Conservation Plan (pages 11-84). The City of North Bend received the property from Nintendo to accommodate the setback project.

Project Overall Metrics (Outcomes, Benefits)

Category / Work Type / Metric	Application Answer
Completion Date	
Projected date of completion	12/30/2018
Sponsor Match: Monetary Funding	
Amount of other monetary funding (A.12)	\$100,000.00
Project identifier for the other monetary funding (A.12.b)	Cooperative Watershed Management Grant
Source of other monetary funding (A.12.a)	N/A
Sponsor Match: Donated Un-paid Labor (volunteers)	
Value of Donated Unpaid Labor (Volunteers) (A.13.a.2)	\$0.00
Source of Donated Un-paid labor contributions (A.13.a.4)	N/A
Sponsor Match: Donated Paid Labor	
Value of Donated Paid Labor (A.13.b.1)	\$0.00
Source of Donated Paid Contributions (A.13.b.2)	N/A
Sponsor Match: Other In-kind Contributions	
Value of Other In-Kind Contributions (A.13.c.1)	\$0.00
Source of Other In-Kind Contributions (A.13.c.3)	N/A
Description of other In-Kind contributions (A.13.c.2)	N/A

Project Funding

Funding Request	Funding %	Min Match Required	Sponsor Match Source
Salmon State Projects (FY2017)	75.00 %		Grant - Local
Sponsor Match	25.00 %	15%	
Total Project Funding	100.00 %		\$100,000

Project Cost Summary	Project %	Admin/A&E %	Maximum for Selected Program
PLANNING COSTS			
Planning	\$400,000		
A&E	\$0	0.00 %	\$120,000 (30%)
Subtotal	\$400,000	100.00 %	
Total Cost Estimate	\$400,000	100.00 %	

Worksites and Properties

General Area: Above Snoqualmie Falls
County: King

Legislative Districts 2012: 05
 Congressional Districts 2012: 08
 Salmon Recovery Regions: Puget Sound
 DNR Watershed Units (WAU): SNOQUALMIE, S
 4th Field Catalog Units (HUC): Snoqualmie
 WRIA: Snohomish
 Sections: 09
 Township: T23NR08E
 Coordinates: 47.49176351
 -121.79260528

Worksite #1: Adjacent to 461 S Fork Ave SW, North Bend, WA 9804

Coordinates from Mapped Point: Latitude: 47.49176351 Longitude: -121.79260528
 Coordinates from Worksite Latitude: Longitude:
 Directions:

Worksite Description: The project will occur along the left bank at river mile 2.5 of the South Fork of the Snoqualmie River between the SR202 at mile post 30.50 and North Bend Way. Area of ground disturbing activities will be limited to the dedicated ROW for conceptual design and will include Geotech test pits, survey, and wetland flagging, if any.

Site Access Directions: Follow I-90 E to North Bend. Take exit 31 from I-90 E Continue on WA-202 W/N Bend Blvd N/Bendigo Blvd S to your destination. Take a left at South Fork Avenue SW. Nintendo gate will be straight ahead and southern limits of project begin here.

Worksite Address:
 461 South Fork Avenue SW
 North Bend, WA 98045

Planning Metrics (Outcomes, Benefits)

Category / Work Type / Metric	Application Answer	Work Type Costs
Targeted salmonid ESU/DPS (A.23)	No Salmon ESU or Steelhead DPS	
Targeted species (non-ESU species)	Bull Trout, Cutthroat, Rainbow	
Area Encompassed (acres) (B.0.b.1)	30.0	
Miles of Stream Affected (B.0.b.2)	0.50	
Design for Salmon restoration		
Preliminary design		
Total cost for Preliminary design		\$385,000.00
Name of the Plan	Snohomish River Basin Salmon Conservation Plan.(Snohomish Basin Salmon Recovery Forum, June 2005. Snohomish River Basin Salmon Conservation Plan. Snohomish County Department of Public Works, Surface Water Management Division. Everett, WA.)	
Description of the Plan	The Snohomish River Basin Salmon Conservation Plan adopted in 2005 covers all aspects of salmon recovery in the Snohomish Basin (WRIA 7). In addition, the 2015 Snohomish Basin Protection Plan (chapter of the Salmon Plan) is the first of its kind in Puget Sound recommending hydrologic protection for downstream salmonid species. The Protection Plan identifies the project site as moderate to high for overall importance to the hydrology of the basin. Increasing storage at the project site will improve the overall hydrology in one of the most important subbasins.	
Name and Description of Plan	Preliminary Design for SF Snoqualmie Levee Setback	
Cultural Resources		
Cultural resources		
Total cost for Cultural resources		\$15,000.00
Acres surveyed for cultural resources	10.00	

Planning Questions

- 1 of 4 **Has the worksite been investigated for historical, archeological, or cultural resources? If yes, when did this occur and what agencies and tribes were consulted? Attach related documents (letters, surveys, agreements, etc.) to your project in PRISM.**
No
- 2 of 4 **Will the project include any ground disturbing activities? (Please remember that this includes geotechnical survey sampling and the like.)**
Yes, A future restoration project will require numerous permits to remove and existing levee and construct a new levee.
- 3 of 4 **What is the current land use of the site? Has there been ground disturbances historically, if so, what are/were those disturbances? Is there any fill where ground disturbance is proposed? If known, how deep is the fill?**
Current land use is open space. The existing levee was built with fill. The existing area of proposed right of way is a field. No ground disturbance has occurred in this area since the construction of the levee.
- 4 of 4 **Is the worksite(s) located within an existing park, wildlife refuge, natural area preserve, or other recreation or habitat site? If yes, name the area and specify if the land is owned by local, state or federal government.**

Property for Adjacent to 461 S Fork Ave SW, North Bend, WA 9804 Worksite #1: parcels 09230899093 and 9080

Activity: Planning

Landowner

City of North Bend
PO Box 896
North Bend, WA 98045

Control and Tenure

Instrument Type: Sponsor owned property
Purchase Type:
Term Length: Perpetuity
Expiration Date:
Note: construction must commence in 10 years, see attached agreement

Landowner Type: Local Government

Overall Project Questions

- 1 of 5 Do you need state SRFB dollars (not Federal) to match the requirements of any other federal funding you will be using to complete this project. If Yes, please state the amount of state dollars needed out of your total request.**
No, The City of North Bend has a local source of secured match of \$100,000 from the King County Cooperative Watershed Management grant program.
- 2 of 5 Describe any ground disturbing work that will be necessary as part of the design process, such as geotech work. Include anticipated number of test sites, depth of disturbance, location, etc.**
The project will require numerous preliminary field studies to be completed in 2017 and 2018 in part with Cooperative Watershed Management funding. The details of ground disturbing work are not known at this time but will be limited to the right of way dedication area. The City will work with the NW Railway Museum and BNSF to discuss opportunities for future removal of the creosote timber railroad trestle from the floodplain after setting back the levee.
- 3 of 5 Is the project on State Owned Aquatic Lands? Please contact the Washington State Department of Natural Resources to make a determination. (www.dnr.wa.gov/Publications/aqr_land_manager_map.pdf)**
No, The project site and grant funded activities are not on State Owned Aquatic Lands.
- 4 of 5 For grants listed in the Sponsor Match Category section on the Funding Request tab, list the grant source(s), when the funds were (or will be) secured, and how long the grant funds will be available to this project.**
The King County Cooperative Watershed Management Grant award of \$100k will be contracted in October 2016 and these match funds will be available for use in until the end of 2018.
- 5 of 5 Describe the type and timing of donated labor (skilled and unskilled), donated equipment, and donated materials that will be used for this project, identified in the Sponsor Match Category section on the Funding Request tab.**
NA

Project Permits

Permit Type	Applied Date	Received Date	Expiration Date	Permit Number
Archeological & Cultural Resources (EO 05-05)				
Clear & Grade Permit				
Cultural Assessment [Section 106]				
Dredge/Fill Permit [Section 10/404 or 404]				
Endangered Species Act Compliance [ESA]				
Hydraulics Project Approval [HPA]				
NEPA				
SEPA				
SEPA				
Water Quality Certification [Section 401]				
Shoreline Permit				

Project Attachments

Required Attachments	7 out of 7 done
Authorizing Resolution/Application Authorization	<input checked="" type="checkbox"/>
Cost Estimate	<input checked="" type="checkbox"/>
Map: Area of Potential Effect (APE)	<input checked="" type="checkbox"/>
Map: Planning Area	<input checked="" type="checkbox"/>
Photo	<input checked="" type="checkbox"/>
RCO Fiscal Data Collection Sheet	<input checked="" type="checkbox"/>
Salmon Project Proposal	<input checked="" type="checkbox"/>

Photos

Attachment Type	Title	Attach Date
Application Review Report	Application Review Report, 16-1741P(compl 08/25/16 09:53:50).pdf	08/25/2016
Authorizing Resolution/Application Authorization	SRFB Application Appendix J Resolution - City redline.doc	08/25/2016
Correspondence	North Bend Appeal .pdf	08/22/2016
Cost Estimate	SRFB_Cost_Estimate 8.24.2016.xlsx	08/24/2016
Map: Planning Area	Proposed Levee Location Map.pdf	03/31/2016
Map: Planning Area	NINTENDO MAP.docx	03/31/2016
Photo	May site visit in N Bend.jpg	05/16/2016
Photo	May Site Visit - on Nintendo levee.jpg	05/16/2016
Photo	May Site Visit - Review team.jpg	05/16/2016
Photo	Alm Way and NW 8th Street Looking SE 2.jpg	03/31/2016
Photo	looking toward Ribary Creek and levee area.jpg	03/31/2016
Photo	looking toward levee from Nintendo site.jpg	03/31/2016
Photo	Nintendo perimter looking toward dedication area.jpg	03/31/2016
Project Application Report	Application Report, 16-1741P (submitted 08/24/16 15:35:09).pdf	08/24/2016
Salmon Project Proposal	Final Project Proposal Revised 8.24.2016_ track changes.docx	08/25/2016

Application Status

Application Due Date: 08/12/2016

Status	Status Date	Name	Notes
Application Complete	08/25/2016	Elizabeth Butler	Thank you. Please have a look at the final application review report for notes about the State-owned aquatic lands, and the Application Authorization review. Best wishes as you proceed through the next step of the funding process. Elizabeth
Application Submitted	08/24/2016	Elizabeth Butler	Submitted on behalf of applicant at their request.
Preapplication	03/31/2016		Appealed the missed application deadline -- so back to preapp.

I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by RCO. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Elizabeth Butler, 08/24/2016)

Date of last change: 08/25/2016



City Council Agenda Bill

SUBJECT:		Agenda Date: September 13, 2016		AB16-099		
An Ordinance Amending North Bend Municipal Code 8.26.115 Regarding Prohibited Holidays for Construction Noise		Department/Committee/Individual				
		Mayor Ken Hearing				
		City Administrator – Londi Lindell				
		City Attorney - Mike Kenyon				
		City Clerk – Susie Oppedal				
		Community & Economic Development – Gina Estep				
		Finance – Dawn Masko				
		Public Works – Mark Rigos				
		Building Official – David Spencer				X
		Cost Impact: n/a				
Fund Source: n/a						
Attachments: Ordinance (redline)						
<p>SUMMARY STATEMENT:</p> <p>On August 16, 2016 Council passed Ordinance 1598 amending North Bend Municipal Code 8.26.115 to reduce the hours of construction for weekends and holidays. After passage of Ordinance 1598 staff realized it was prudent to change the term “legal holiday” to the actual named holidays to avoid any future confusion. The recommended code changes are reflected in the attached redline version of the ordinance.</p>						
<p>COMMITTEE REVIEW AND RECOMMENDATION: This item has not been reviewed by the Community & Economic Development Committee.</p>						
<p>RECOMMENDED ACTION: MOTION to approve AB16-099, an ordinance amending NBMC 8.26.115 Construction Noise, as a first and final reading.</p>						
RECORD OF COUNCIL ACTION						
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>		
September 13, 2016						

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AMENDING NORTH BEND MUNICIPAL CODE SECTION 8.26.115 RELATING TO CONSTRUCTION NOISE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of North Bend (“City”) has experienced an increase in complaints related to construction noise, and the City Council accordingly desires to more clearly regulate construction noise and include the holidays on which construction noise is prohibited; and

WHEREAS, pursuant to RCW 70.107.060(3), the City Council finds that the construction noise control regulations included herein are justified by the special conditions arising from the substantially increased construction activity within the City, which has led to the related substantial increase in construction noise;

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

Section 1. NBMC Section 8.26.115 (Construction noise), Amended: North Bend Municipal Code Section 8.26.115 is hereby amended to read as follows:

8.26.115 (Construction noise)

Sounds caused by or arising out of construction activities at construction sites are permitted only between the hours of 7:00 a.m. and 8:30 p.m., Monday through Friday, and between 9:00 a.m. and 6:00 p.m. on Saturdays. Such sounds are prohibited at all other times, including at any time on Sundays and the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, ~~or legal holidays,~~ regardless of the day of the week of any such ~~legal~~ holiday.

Notwithstanding any other provision of this chapter, however, the Director of Public Works may authorize construction noise to otherwise occur when necessary in the Director’s reasonable discretion to accommodate transportation mitigation such as evening haul routes,

construction on government facilities which cannot be undertaken during permitted hours, construction activities and site stabilization in the fall prior to the onset of winter weather, emergency work, or similar unusual events.

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

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 13TH DAY OF SEPTEMBER, 2016.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: September 13, 2016		AB16-100		
A Resolution Awarding Construction Contract to Rodarte Construction for the Torguson Park Capital Improvement Project		Department/Committee/Individual				
		Mayor Ken Hearing				
		City Administrator – Londi Lindell				X
		City Attorney - Mike Kenyon				
		City Clerk – Susie Oppedal				
		Community & Economic Development – Gina Estep				
		Finance – Dawn Masko				
		Public Works – Mark Rigos				X
Cost Impact: \$1,697,077.70.						
Fund Source: Park Impact Fees; LWCF grant; Little League gift; Utilities contribution; Stormwater contribution; Insurance Damage Claim from Building Explosion; 2015 beginning balance carryover.						
Timeline: Work to commence late September 2016 and end Feb. 2017						
Attachments: Resolution (2 pages), Original Torguson Park Plan (5 pages), Red-Lined July 2016 Work Scope Reductions (3 pages – color); Rodarte Construction Bid (2 pages)						
SUMMARY STATEMENT: Background Torguson Park is the City of North Bend’s principal active recreation park consisting of 21 acres including six ball fields, a soccer field, restrooms, an 8,100 square foot skateboard park, picnic facilities, bike racks, BMX dirt bike track, tot lot, climbing tower and a parking lot for 190 vehicles. The sports fields are used for league play from March through November.						
Council Prioritizes Use of Park Impact Fees At a prior 2015 Council workstudy, the City Council evaluated its available active and passive parks in connection with prioritizing the expenditure of park impact fees (PIF). The City of North Bend is fortunate to have almost 480 acres of passive open space with numerous trails for walking, running or biking. PIF funds are fees paid by development to contribute toward capital park projects and cannot be used for park maintenance or other general City purposes. State law provides that park impact fees must be used for “public owned parks, open space and recreation facilities” that are listed in a capital facilities plan element of a comprehensive plan adopted under the Growth Management Act. See RCW 82.02.050(4) and RCW 82.02.090(7).						
The City has many general government needs such as paving overlays and filling potholes. However, the foregoing state law prohibits use of PIF funds on such general government purposes. Thus, as you collect these fees from developers, you must identify park projects to invest these fees back into the community. Due to the abundance of open space and due to the regular requests from citizens for more fields, Council prioritized the expenditure of PIF funds as follows:						
<ol style="list-style-type: none"> 1. <u>Public Safety</u>. Council’s top priority for the expenditure of general fund dollars is to promote public safety and similarly, Council indicated that if a park improvement could also promote public safety this would be a top priority. 2. <u>Active Recreation</u>. Due to the fact that the City has heavily invested in the acquisition of land for passive recreation (almost 480 acres), Council’s next priority was investing in active recreation over acquiring additional passive open space; 3. <u>Number of Park Users</u>. Council asked staff to focus resources to benefit the greatest number of citizens and invest in park facilities which are visited by the greatest number of North Bend residents; 						

City Council Agenda Bill

4. Maximize PIF Investment. Council asked staff to consider partnership opportunities with other entities and grant opportunities and if we could match PIF with other funding sources to have a larger impact with PIF funds this should be a consideration in selecting a project.
5. Promote Economic Development. Council has a goal for economic revitalization of its downtown and any park improvement which can also stimulate such economic development should be prioritized.

The Torguson Park Project Meets the PIF Criteria

Investment in Torguson Park closely matches the foregoing PIF criteria as follows:

1. Public Safety. The Torguson Park Project includes the construction and relocation of a new restroom facility. The former restroom was located away from the centrally located quad ballfields and City staff frequently reported finding discarded hypodermic needles, drug paraphernalia and empty alcohol bottles within and around the restroom facility due to its poor location. Parents reported to city administration and Council they were fearful of allowing their children to use the restroom facility without supervision due to the lack of sight distance. The police department frequently patrolled the prior facility and found criminal transients using it as a shelter for improper and unintended purposes. The explosion allowed the City to lock and permanently close the facility but it eliminated access to restrooms for users of the 4 athletic fields. The new proposed location of the restroom and concession stand in the center of the four athletic fields will improve public safety by allowing children and families to safely use the restroom facilities.
2. Active Recreation. The Torguson Park Project includes relocation and/or improvement of the 4 quad athletic fields. The fields will be improved with new backstops having black powder coated galvanized fencing; 4 new covered dugouts; and new elevations that will allow future field construction to properly drain away from home plate and other drainage improvements. City staff has consistently received complaints regarding the condition of our fields. These improvements are just a start and we are hopeful that Si View Metropolitan Park District will continue to improve the remainder of the fields. Further the Little League Association has agreed to contribute \$80,000 toward these improvements in order to encourage the City to invest toward these improvements. Thus, many of the Torguson Park improvements are improving active recreation consistent with this Council priority.
3. Number of Park Users. Torguson Park is North Bend's largest park and our most frequently visited park based upon recent surveys conducted by both the North Bend Parks Commission and Si View Metropolitan Parks District.
4. Matching Funds. The City is matching PIF dollars with a federal grant, the Land and Water Conservation Fund Grant (LWCF grant) in the amount of \$128,000 and a charitable contribution from the Little League in the amount of \$80,000.
5. Economic Development. With the near term development of the Phoenix Plaza at the gas explosion site, downtown will now be connected to our largest park resource Torguson Park. These improvements will make Torguson Park more likely to be considered for weekend tournament play and more able to recruit outside league play. The new downtown connection will allow park users better access to our downtown to boost purchases of products during such events. Further weekend league play will stimulate other businesses such as hotels, restaurants and retail purchases.

Request for Bids

The design was completed in spring 2016 and the project was advertised for construction bids from June 15-29, 2016, for nearly 3 weeks. During advertisement, the City was pleased that 8 contractors showed an interest by requesting copies of the park plans. However, on the June 29, 2016 bid opening, the City received no bids. The City reviewed the bids documents and determined there were no bid irregularities.

City Council Agenda Bill

The City also contacted the 8 contractors who had requested copies of the plans and learned they elected not to bid for various reasons including some were simply too busy with other work; some had clients contact them during the bid advertisement time period and offer them jobs not requiring competition (unlike the Torguson Park project); or they bid on other jobs with a preferable scope of work (e.g. a street project vs. our park project). In the event a code city such as North Bend receives no bids, RCW 35.23.352 provides the following options:

If no bid is received on the first call the council or commission may readvertise and make a second call, or may enter into a contract without any further call or may purchase the supplies, material or equipment and perform the work or improvement by day labor. (RCW 35.23.352(1)).

Due to youth league play and the desired timeline of work completion no later than Feb 2017, staff is recommending “entering into a contract without any further call” in order to mitigate interference with such league play and schedules. This recommendation is based upon the attached Torguson Park Capital Improvement Bid from Rodarte Construction (Auburn, Washington), which bids the project within the Engineer’s Estimate as follows:

Company	Base Bid Amount	Sale Tax 8.9%	Total
Rodarte Construction	\$1,559,300	\$137,777.70	\$1,697,077.70

Rodarte is recommended by Director Travis Stombaugh from Si View Metropolitan Parks District. In order to bring Council a base bid close to the original Engineer’s Estimate, Public Works Engineer Rigos performed some value engineering which resulted in reducing the scope of some of the original design. If this project moves forward, items removed from the work scope, such as the circular entry plaza and concrete retaining seat wall at the children’s playground will be considered as bid additives after award of contract.

Size of Project

It is important to note that the project before Council is a combination of more than one project. Combining capital projects creates efficiencies of mobilization. For example, we included the trail and exercise project, which was a separate capital project we applied for in connection through the LWCF grant process. This project also includes some site work and improvements associated with a picnic shelter constructed by John Day (the Torguson Park picnic shelter was built in lieu of a neighborhood park for the Ranger Station Cottages development). Thus, this is not the “restroom project” which was initially discussed a number of years ago. Staff originally estimated a new restroom for Torguson Park similar to the Centennial Park restroom in Snoqualmie would cost approximately \$500,000. On the attached bid, the actual construction of this restroom/concession building will cost \$300,000. However, there are also other elevation and site costs associated with insuring that the restroom building is located on a concrete plaza at a grade so that the new backstops, dugouts and fields are located to insure proper drainage for future development. The Torguson Park Project includes the following elements:

- New Restroom/Concession Building;
- Large new plaza at center of quad field complex;
- Relocation of sports field;
- 4 new backstops with black galvanized fencing to replace old silver metal chain link fencing;
- New trail for walking, running and biking around park with exercise stations to provide additional recreation opportunities for game patrons or visitors of park;
- Additional improvements around children’s play area and new picnic shelter;
- Additional landscaping improvements;
- 4 new covered dugouts;

City Council Agenda Bill

- New elevations and plaza at center of Torguson Park where Quad Fields are located to improve drainage and allow for future field reconstruction; and
- Irrigation, sewer and water line extension, storm drainage.

Bid Additives

Any bid additives will be negotiated by Rodarte and the City, and brought forward to the Transportation and Public Works Committee meetings on October 12 and November 9, 2016 for their recommendation prior to seeking formal City Council approval. This could include the circular entry plaza with colored decorate stamped concrete and retaining seat wall around the existing children’s playground.

How Will the City Pay for the Project?

The below table provides a list of available funds to cover the Base Bid from various sources, primarily from PIF funds. The City currently has \$745,791 available for this project in PIF funds, as indicated in the table below. It is also appropriate to use water/sewer and stormwater capital funds to pay for such capital utility improvements related to the extension of water and sewer lines and to the extent stormwater improvements are made that improve stormwater collection and/or conveyance. Finally, the City has received a grant and expects to receive a contribution from the Little League as shown below.

Potential Funding Source	Funds	Comments
Torguson Park Bathroom budgeted funds	\$356,986	Prior transfer from PIF
LWCF Grant	\$127,350	Grant for perimeter trail and exercise stations
Utilities	\$144,000	Extend Water/Sewer to new restroom facility
Stormwater	\$350,000	Elevation - Pay for Storm Drainage Improvements at Site
Park Impact Fees	\$388,805	Available but have not been allocated to this project.
Little League	\$80,000	City has not received these funds but has a commitment.
Insurance Damage Claim	\$86,914	Gas explosion that damaged previous restroom / concession shed
Beg Balance Carryover above 10% reserve or REET	\$400,000	Unexpended monies from 2015 (estimated at \$250,000 or more) or Real Estate Excise Tax Revenues
Total Available	\$1,934,055	Rodarte base bid is \$1,697,077.70 including sales tax

There is over \$1 million dollars of Real Estate Excise Tax (REET) dollars in the City’s REET fund which can only be spent on capital projects such as the Torguson Park Project. However, it is the Administration’s recommendation that these funds be primarily conserved and saved for future investment in connection with Council’s recent direction to move forward with a scaled down and more affordable city hall.

Conclusion/Recommendation

The Torguson Park Project is consistent with the Council’s priorities for investing PIF funds; will allow construction during the Fall/Winter of 2016 with minimal disruption to park users, and will result in significant improvements to Torguson Park. This investment is supported by Si View Metropolitan Park District, who is our partner in this facility and currently maintains the Park, and by the youth leagues actively using the park. Staff recommends Council award the base bid.

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works (TPW) Council Committee did not have a chance to review this item at the August 10, 2016 meeting, because the bid was provided by Rodarte on August 11, 2016 and then updated on August 29, 2016. The next TPW Committee Meeting is scheduled for September 14, 2016, the day after the September 13, 2016 Council meeting.

City Council Agenda Bill

RECOMMENDED ACTION: MOTION to approve AB16-100, a resolution awarding a Construction Contract in a form approved by the City Attorney for the Torguson Park Capital Project to Rodarte Construction, in the amount of \$1,697,077.70 including sales tax.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 13, 2016		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AWARDED A CONSTRUCTION BID FOR THE TORGUSON PARK CAPITAL PROJECT

WHEREAS, the North Bend City Council (“Council”) has evaluated the City’s available active and passive park space in connection with prioritizing the expenditure of park impact fees (PIF); and

WHEREAS, the Council directed that the expenditure of PIF funds be prioritized to projects that increase public safety, encourage active recreation, affect the greatest portion of the population, promote economic development in the downtown, and maximize investment through matching funding sources; and

WHEREAS, the City has identified a number of projects at Torguson Park which further the prioritization criteria for the expenditure of PIF funds, including the construction of a new restroom/concession building, new elevations and a plaza at the center of the quad field complex to improve drainage, new covered dugouts and new backstops with improved fencing, improvements at the children’s play area, relocation of a sports field, a new pedestrian and bike trail with exercise stations, and additional landscaping, irrigation, water, sewer and stormwater improvements (collectively, “the Project”); and

WHEREAS, in 2014, the City received a grant from the Land and Water Conservation Fund for approximately \$127,350 toward construction of the pedestrian and bike trail around a portion of Torguson Park; and

WHEREAS, the Project has received support from the Parks Commission, the Snoqualmie Valley Little League, and the Si View Metropolitan Parks District; and

WHEREAS, Project design was completed in spring 2016, and the Project was advertised for construction bids from June 15–29, 2016; and

WHEREAS, despite interest from eight different contractors during the bid advertisement, zero bids were received at the bid opening on June 29, 2016; and

WHEREAS, the City reviewed the bid documents and determined there were no bid irregularities, and the City contacted the eight interested contractors and learned each had decided not to bid for various reasons; and

WHEREAS, when no bid is received on the first call, state bidding laws permit the City Council to enter into a contract without any further call for bids (RCW 35.23.352(1)); and

WHEREAS, the City negotiated with Rodarte Construction following June 29, 2016, and City staff performed value engineering that reduced the scope of some of the original design in order to obtain a bid close to the original engineer's estimate for the Project; and

WHEREAS, Rodarte Construction submitted a bid within the engineer's estimate for the Project and the Council desires to enter into a contract with Rodarte Construction to complete the Project;

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

Section 1. The Torguson Park Capital Improvement Bid from Rodarte Construction Inc. is accepted, and the Mayor is authorized to execute a contract with Rodarte Construction Inc. in the amount of \$1,697,077.70, including sales tax, in a form approved by the City Attorney, for the work described in the bid documents, as subsequently amended by City staff.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 13TH DAY OF SEPTEMBER, 2016.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

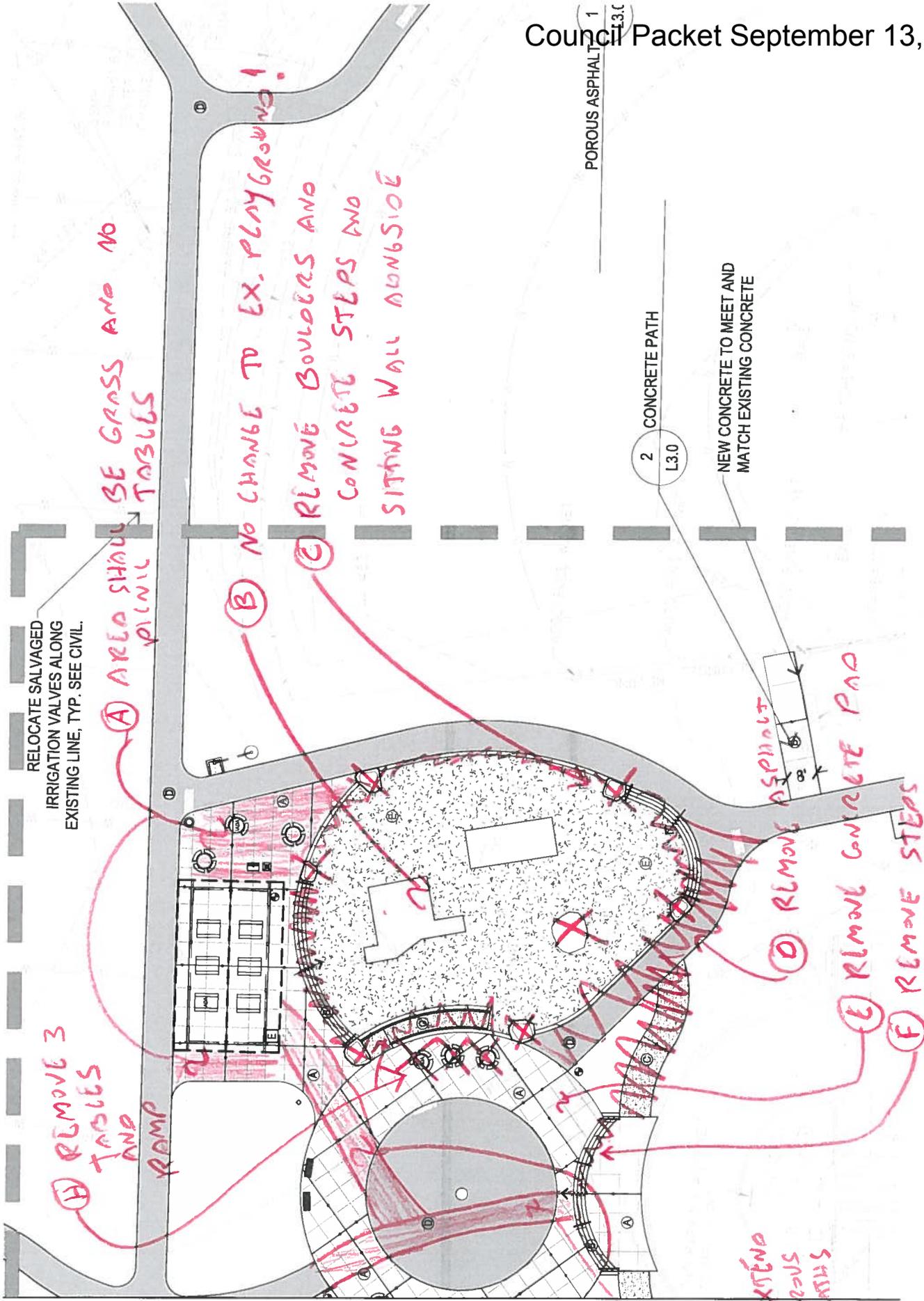
ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

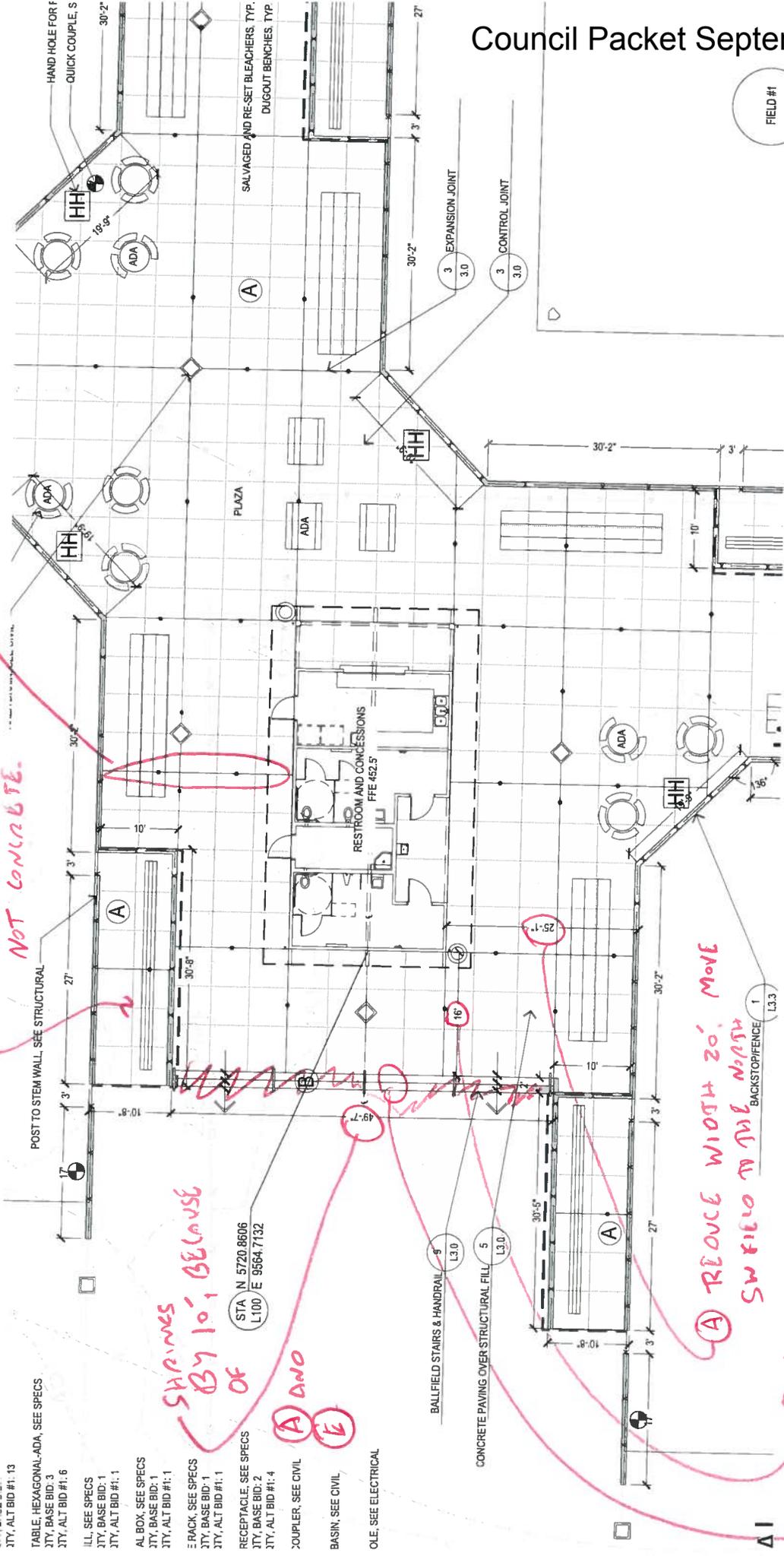
MODIFICATIONS BY MARK RIGGS 7/18/16

PAGE 1



PAGE 3

MODIFICATIONS BY MARK RIGGS ON 7/18/16



(E) Round 20' From 25'-1"

(P) ALL 8 DUGOUTS SHALL BE GRAVEL NOT CONCRETE.

SHAPES BY 10', BECAUSE OF (A) AND (E)

(A) REDUCE WIDTH 20'. MOVE SW FIELD TO THE NORTH

(B) REDUCE TO 10'.

(C) REMOVE STEPS AND REPLACE WITH HYDROSECO

- JTY, ALT BID #1: 13
- TABLE, HEXAGONAL-ADA, SEE SPECS
- JTY, BASE BID: 3
- JTY, ALT BID #1: 6
- ILL, SEE SPECS
- JTY, BASE BID: 1
- JTY, ALT BID #1: 1
- AL BOX, SEE SPECS
- JTY, BASE BID: 1
- JTY, ALT BID #1: 1
- RACK, SEE SPECS
- JTY, BASE BID: 1
- JTY, ALT BID #1: 1
- RECEPTACLE, SEE SPECS
- JTY, BASE BID: 2
- JTY, ALT BID #1: 4
- COUPLER, SEE CIVIL
- BASIN, SEE CIVIL
- OLE, SEE ELECTRICAL

TORGUSON PARK CAPITAL IMPROVEMENTS PROJECT



Rodarte Construction, Inc.

17 East Valley Highway East Auburn, WA 98092

RODARI*225D9

Contact: John Ells

Phone: 253.939.0532

Fax: 253.939.0557

Quote To: City of North Bend, Public Works Dept.
Attn: Mark Rigos
 North Bend, WA 98045
Phone: 425-888-7650
Fax:
Email: MRIGOS@NORTHBENDWA.GOV

Job Name: Torguson Park Capital Imp
Date of Plans: May 27, 2016
Date of Proposal: 7/21/2016
Revision Date: 8/9/2016 and 8/29/2016
 Add#1, and Rev per M.R. 7/18/2016
 and 8/15/16

We are pleased to submit the following proposal to perform the work as outlined below.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
201	MOBILIZATION	1.00	LS	115,000.00	115,000.00
202	CONST ENTRANCE	1.00	LS	3,250.00	3,250.00
203	TREE PROTECTION	1.00	LS	3,250.00	3,250.00
204	SECURITY FENCE	1.00	LS	10,000.00	10,000.00
205	TEMP BRACING OF FIELD 1 FENCE		NA		
206	TESC	1.00	LS	10,000.00	10,000.00
207	SITE UTILITIES	1.00	LS	50,000.00	50,000.00
208	HERBICIDE Signage		NA		
209	CLEAR AND GRUB	2.00	AC	5,000.00	10,000.00
210	SITE DEMO		NA		
211	SALVAGE SITE ELEMENTS		NA		
212	GRADING EXCVATION HAUL	1.00	LS	50,000.00	50,000.00
213	IMPORT FILL GRADING	1.00	LS	55,000.00	55,000.00
214	SITE DRAINAGE	1.00	LS	80,000.00	80,000.00
215	SLEEVING UNDER CONCRETE	210.00	LF	15.00	3,150.00
216	CONCRETE FLATWORK	13,000.00	SF	9.00	117,000.00
217	CONC STAIRS		NA		
218	STEM WALLS AND FOOTINGS	175.00	CY	1,300.00	227,500.00
219	POROUS ACP INCL SUBGRADE	3,900.00	SY	50.00	195,000.00
220	EXERCISE STATIONS	660.00	SF	70.00	46,200.00
221	CONCESSION BUILDING	1.00	LS	300,000.00	300,000.00
222	HANDRAILS		NA		
223	PLAY AREA WOODCHIPS		NA		
224	PLAY AREA BOULDERS		NA		
225	REINST SALV PLAY STRUCTURE		NA		
226	PAINT FOR RECLAIMED PLOT		NA		
227	ADDTIL SOCCER FIELD FENCE	36.00	LF	50.00	1,800.00
228	BACKSTOPS AND DUGOUTS	8.00	EA	22,500.00	180,000.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
229	DOUBLE GATE CHAINLINK	1.00	EA	4,000.00	4,000.00
230	SITE FURNISHINGS	1.00	LS	50,000.00	50,000.00
231	PICNIC SHELTER WASH STATION		NA		
232	TOPSOIL	1,000.00	CY	42.00	42,000.00
233	MULCH	30.00	CY	60.00	1,800.00
234	HYDROSEED	7,500.00	SY	0.40	3,000.00
235	STORAGE AREA HYDROSEED	2,700.00	SY	0.50	1,350.00
236	TREES		EA		
237	SHRUBS		EA		
238	IRRIGATION		LS		
GRAND TOTAL					\$1,559,300.00

NOTES:

This proposal is based on the collaboration between Mark Rigos and the City of North Bend, and Rodarte Construction. As such, multiple elements shown on the plan set have been deleted, or altered from the plan set dated May 27, 2016. Final scope and specifications will be determined by both parties prior to Contract. Items shown with an NA on the proposal mean Rodarte has not included any form of this work in the proposal. The stem walls at the backstop fence has been modified to save on labor costs. Prior to execution of contract, Rodarte and the City will have to determine a mutually accepted schedule that will account for weather delays in order to ensure success for the project.

Exclusions: Permits, Fees, Taxes (both sales and use), Utility Connection Fees, Unsuitable Soil Excavation/Replacement, Dewatering, Testing and Inspections.