



CITY COUNCIL MEETING

November 1, 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	Special Workstudies of September 20, 2016 & October 11, 2016 & Council Meeting of October 18, 2016	1
2) Payroll	October 20, 2016 – 27539 through 27544, in the amount of \$151,195.21	
3) Checks	November 1, 2016 – 63465 through 63517, in the amount of \$404,640.51	
4) AB16-118	Resolution – Authorizing Cancellation of Outdated Checks	Ms. Masko 9

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

5) Proclamation	Flood Awareness Month	Mayor Hearing	13
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FINAL READINGS:

6) AB16-119	Resolution – Authorizing Developer Agreement with Bendigo Properties RE Snoqualmie Valley Athletic Complex	Ms. Estep	15
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INTRODUCTIONS:

7) AB16-120	Public Hearing, Ordinance – Setting 2017 Property Tax Levy	Ms. Masko	61
8) AB16-121	Resolution – Accepting EJ Roberts Park Project as Complete	Mr. Rigos	69
9) AB16-122	Resolution – Granting Final Plat Approval for Ranger Station Cottages	Mr. Rigos	73

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

ADJOURNMENT:

DRAFT

CITY OF NORTH BEND
CITY COUNCIL
SPECIAL WORKSTUDY NOTES
September 20, 2016 – 6:00 p.m.
Mt Si Senior Center, 411 Main Ave. S., North Bend, WA

Mayor Pro Tem Loudenback called the meeting to order at 6:00 p.m.

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

Staff Present: Mayor Ken Hearing, City Administrator Londi Lindell, Public Works Director Mark Rigos, City Engineer Don DeBerg and City Clerk Susie Oppedal.

Torguson Park Capital Improvement Project

City Administrator Lindell reported at the September 13th Special City Council Meeting Council requested a workstudy be scheduled for tonight in order to provide additional time to review the proposed Torguson Park Capital Project (AB16-100). She explained how park impact fees must be spent and noted Council had identified the Torguson project as a top priority for use of those fees. Ms. Lindell commented the project also addressed public safety concerns at the park, which was also a top priority item for the City Council.

Public Works Director Rigos briefly reviewed the timeline of the project from 2014 to present. He explained the cost of the project had increase to over \$1.4 million dollars due to the following:

1. Change of location of restrooms/concessions
2. Drainage issues
3. Flooding and compensatory storage (extra excavation)
4. Increase in price of concrete
5. Conduits/irrigation/ADA ramps

After a brief review of costs for the project, Mr. Rigos reviewed the potential funding sources available for the project that included grant and insurance claim monies, utility funds, impact fees, Little League contributions, and REET interfund loans. He noted Rodarte Construction was selected to construct the project after the June 2016 bid opening netted no bid submittals.

Council expressed the following concerns regarding the project: ballooning costs, timing of incoming impact fees, softening of revenue streams and any changes to the proposed project that would increase the overall cost.

DRAFT

Adjournment

The workstudy closed at 6:58 p.m.

ATTEST:

Ross Loudenback Mayor Pro Tem

Susie Oppedal, City Clerk

DRAFT

DRAFT

CITY OF NORTH BEND
 CITY COUNCIL
 SPECIAL BUDGET WORKSTUDY NOTES
October 11, 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 7:00 p.m.

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

Staff Present: Mayor Ken Hearing, City Administrator Londi Lindell, Assistant City Administrator/Finance Director Dawn Makso, Public Works Director Mark Rigos, Community & Economic Development Director Gina Estep and Building Official Dave Spencer.

Overview of 2017 – 2018 Proposed Budget

Assistant City Administrator/Finance Director Masko reported the proposed 2017 General Fund budget of \$6,908,595 reflects a bare bones budget for all City departments and was almost identical to the revised 2016 General Fund budget of \$6,914,523. The 2018 proposed General Fund Budget of \$7,125,841 was a 3.1% increase over 2017. The balanced budget continued the annual reserve of ten percent of the General Fund budget as directed by Council.

Human Services/Community Organizations Grant Funding

Mayor Hearing reviewed the grant funding requests submitted by various local organizations for the 2017 Budget. Council reviewed the requests received and recommended 2017 Human/Community Services funding as follows:

Boxley Music Fund	\$3,500
Congregations for the Homeless	\$2,000
Eastside Domestic Violence/Lifewire	\$1,000
Eastside Baby Corner	\$500
Encompass	\$12,000
Friends of the Trail	\$6,000
Indoor Playground Program	\$1,000
Meadowbrook Farm	\$10,000
Mt Si Senior Center	\$35,000
Snoqualmie Valley Community Network	\$2,000
Snoqualmie Valley Food Bank	\$17,000
Snoqualmie Valley Historical Museum	\$3,000

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Council noted the request from Congregations for the Homeless provided insufficient detail on how any grant monies were to be used locally and conditioned the grant upon the organization providing better detail on their use of the funds.

Decision Cards

Council and staff reviewed new initiatives and decision cards for the 2017-18 Budget. After discussion, Council consensus was to fund the following decision cards:

Decision Card	Project Title	2017 Card Total
2017-01	Economic Development Consultant	\$50,000
2017-02	Communications/PR Contract	\$40,000
2017-04	WWTP Vehicle & CED/Admin Vehicle	\$40,000
2017-05	WWTP Lab Equipment	\$8,700
2017-06	Portable Sewer/Storm Pipe Camera System	\$42,668
2017-07	Connect PW Shop into sewer system	\$20,000
2017-08	Government 101 Videos	\$15,000
2017-09	MyBuilding Permit – paperless permitting system	\$21,431
2017-10	Increase Utility Coordinator to Full Time	\$32,897
2017-11	Downtown Revitalization – Landscape Contract	\$12,000
2017-12	Equipment Replacement Reserves Contribution	\$174,733
2017-13	Technology Equip. Replacement Reserves Contribution	\$62,545

Council requested designation of \$50,000, plus an estimated \$100,000 in revenue from Business & Occupation Square Footage Tax, for pavement overlay in 2017.

Adjournment

The workstudy closed at 9:52 p.m.

ATTEST:

Ross Loudenback Mayor Pro Tem

Susie Oppedal, City Clerk

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NORTH BEND CITY COUNCIL MINUTES

October 18, 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, Rosen and Volken.

CONSENT AGENDA:

Minutes – Council Meeting of October 4, 2016

Payroll – October 5, 2016 – 27533 through 27538, in the amount of **\$195,589.66**

Checks – October 18, 2016 – 63404 through 63464, in the amount of **\$687,185.91**

AB16-112 – Motion Authorizing 1st Amendment to Airnote LLC Contract for IT Services

AB16-113 – Resolution 1732 Authorizing ILA with AWC RMSA

AB16-114 – Resolution 1733 Adopting Post Issuance Compliance Policy

AB16-115 – Motion Authorizing Contract with Rosenau & Associates RE Special Inspection Services

AB16-116 – Resolution 1734 Authorizing DEA with JDH for Cedar Falls South

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

CITIZEN'S COMMENTS:

Dave Olson, 440 Main Avenue S, provided an update on the Night on a Dark Trail, Bark for Life, Key Club and Kiwanis activities.

Jim Curtis, 615 Thrasher Avenue, reiterated the need for a veteran's memorial in the City and suggested locating it in the highly visible roundabout located at North Bend Way/Cedar Falls Way.

Paula Lodahl, 435 SE Maple Drive, noted the Mt Si Senior Center was looking for advertisers to help support the organization's newsletter and encouraged those interested to contact Mr. Van Doren.

COMMISSION AND COMMITTEE REPORTS:

Planning Commission

A report of the October 13th meeting was provided.

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Parks Commission

No report. The next meeting is scheduled for October 19, 2016.

Economic Development Commission

A report of the October 4th meeting was provided. The next meeting is scheduled for October 25th at 4 p.m.

Community & Economic Development Committee – Councilmember Pettersen, Chair

A report of the October 11th meeting was provided.

Finance & Administration Committee – Councilmember Rosen, Chair

A report of the October 4th meeting was provided.

Public Health & Safety Committee – Councilmember Gothelf, Chair

No report. The next meeting is scheduled for November 8, 2016.

Transportation & Public Works Committee – Councilmember Loudenback, Chair

A report of the October 12th meeting was provided.

Council Workstudy – Mayor Pro Tem Loudenback

A report of the October 11th Special Budget Workstudy was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf

A report of the October 13th meeting was provided.

INTRODUCTIONS:

AB16-117 – Resolution Authorizing Developer Agreement with Bendigo Properties RE Snoqualmie Valley Athletic Complex **Audio: 14:23**

Community & Economic Development Director Estep provided the staff report. City Administrator Lindell spoke regarding the process for development agreements.

The following spoke in support of the agenda item:

Bo Smith, 6824 Cascade Avenue SE, Snoqualmie,

Jennifer Spense, 35128 SE Kinsey Street, Snoqualmie,

Wes Dover, 1110 Mountain View Blvd. SE,

Chris Sheeks, 6628 Azalea Way SE, Snoqualmie

John Miller, 6814 Denny Peak Drive, Snoqualmie, Applicant

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Wende Miller, 6814 Denny Peak Drive, Snoqualmie, Applicant

Paula Lodahl, 435 SE Maple Drive,

Councilmember Pettersen **MOVED**, seconded by Councilmember Rosen to approve AB16-117, a resolution authorizing a Development Agreement with Bendigo Properties, LLC for the Snoqualmie Valley Athletic Complex, as a first reading only. The motion **PASSED 7-0**.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Elwood encouraged all to attend Valley Center Stage’s production of “Night Must Fall”.

Councilmember Loudenback wished everyone a safe Halloween and requested those that would be trick-or-treating to exercise caution as they traveled throughout the neighborhoods.

City Administrator Lindell thanked all for attending the meeting and encouraged everyone to attend the October 25th Open House at the Mt Si Senior Center at 6 p.m. to view and provide feedback regarding designs for a new City Hall to be located on the existing Public Works site.

Mayor Hearing spoke regarding the following items:

- November 6th - Daylight Savings Time Ends
- Snoqualmie Winter Shelter Public Meetings – 12/6 & 12/11

ADJOURNMENT:

Councilmember Rosen **MOVED** to adjourn, seconded by Councilmember Loudenback. The motion **PASSED 7-0**.

The meeting adjourned at 8:02 p.m.

ATTEST:

Kenneth G. Hearing, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: November 1, 2016		AB16-118																	
<p>A Resolution Authorizing the Cancellation of Municipal Checks not Presented Within One Year of Their Issue</p> <p>Cost Impact: \$45.62</p> <p>Fund Source: N/A</p> <p>Timeline: Immediate</p>		Department/Committee/Individual																			
		Mayor Ken Hearing																			
		City Administrator – Londi Lindell																			
		City Attorney - Mike Kenyon																			
		City Clerk – Susie Oppedal																			
		Community & Economic Development – Gina Estep																			
		Finance – Dawn Masko		X																	
		Public Works – Mark Rigos																			
Attachments: Resolution																					
<p>SUMMARY STATEMENT:</p> <p>In accordance with RCW 39.56.040, all Washington Cities are required to cancel, by passage of a resolution of the governing body, checks not redeemed within one year of the issuance. Staff requests the City Council approve the following resolution which will cancel the City’s outstanding checks which are more than one year old. The checks are as follows:</p>																					
<table border="1"> <thead> <tr> <th>CHECK NUMBER</th> <th>ISSUE DATE</th> <th>PAYEE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>61043</td> <td>4/21/2015</td> <td>Tom Stapleton</td> <td>1.40</td> </tr> <tr> <td>61419</td> <td>7/21/2015</td> <td>Re-Max Integrity</td> <td>44.22</td> </tr> <tr> <td colspan="3">TOTAL</td> <td>\$45.62</td> </tr> </tbody> </table>						CHECK NUMBER	ISSUE DATE	PAYEE	AMOUNT	61043	4/21/2015	Tom Stapleton	1.40	61419	7/21/2015	Re-Max Integrity	44.22	TOTAL			\$45.62
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61043	4/21/2015	Tom Stapleton	1.40																		
61419	7/21/2015	Re-Max Integrity	44.22																		
TOTAL			\$45.62																		
<p>Upon cancellation of these checks, \$45.62 will be sent to the Department of Revenue Unclaimed Properties.</p>																					
<p>COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Finance & Administration Committee on November 1, 2016.</p>																					
<p>RECOMMENDED ACTION: Motion to Approve AB16-118, a resolution authorizing the cancellation of outstanding checks older than one year.</p>																					
RECORD OF COUNCIL ACTION																					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>																	
November 1, 2016																					

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE CANCELLATION OF MUNICIPAL CHECKS NOT PRESENTED WITHIN ONE YEAR OF THEIR ISSUE

WHEREAS, Section 39.56.040 of the Revised Code of Washington directs all Washington Cities to cancel checks not presented within one year of the date of their issue; and

WHEREAS, the City of North Bend did issue checks in the sum total of \$45.62; and

WHEREAS, the aforementioned checks have not been presented for redemption and, in compliance with the Revised Code of Washington, upon cancellation the aforementioned amount should be forwarded to the Department of Revenue Unclaimed Properties Department;

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

Section 1. The cancellation of the following checks issued by the City of North Bend totaling the sum of \$45.62:

CHECK NUMBER	ISSUE DATE	PAYEE	AMOUNT
61043	4/21/2015	Tom Stapleton	1.40
61419	7/21/2015	Re-Max Integrity	44.22
		TOTAL	\$45.62

The Council does decree that the amount of these checks shall be sent to the Department of Revenue Unclaimed Properties Department.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF NOVEMBER, 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



Office of Mayor PROCLAMATION

WHEREAS, major flooding from heavy rains and snow melt increases risk to human lives, disrupts public services, and significantly damages public and private property; and

WHEREAS, the City has had numerous flood events of different magnitudes; and

WHEREAS, North Bend Public Works Department oversees a nationally recognized floodplain management program that helps reduce damages and the cost of flood insurance policies for local citizens; and

WHEREAS, King County provides a state-of-the-art flood warning and emergency response system providing critical flood and emergency information each time the City experiences major flooding; and

WHEREAS, to reduce the risk, North Bend actively disseminates information that citizens and property owners need to prepare for the eventuality of a flood;

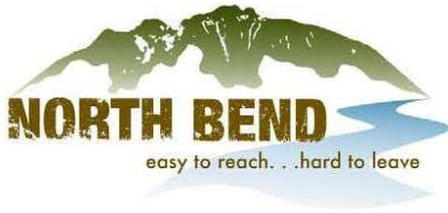
NOW, THEREFORE, I, Ken Hearing, Mayor, do hereby proclaim November 2016, as

FLOOD AWARENESS MONTH

in North Bend and encourage all residents, especially those living in flood prone areas, to join me in learning the preventive steps and preparedness techniques that can preserve your home and the lives of those you love.



Kenneth G. Hearing
Mayor



City Council Agenda Bill

SUBJECT:		Agenda Date: November 1, 2016	AB16-119	
<p>A Resolution Approving a Developer Agreement with Bendigo Properties LLC for the Snoqualmie Valley Athletic Complex</p> <p>Cost Impact: \$0</p> <p>Fund Source: N/A</p> <p>Timeline: Immediate</p>		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		X
		Finance – Dawn Masko		
		Public Works – Mark Rigos		
Attachments: Resolution, Exhibit A -D(Developer Agreement), Public Comment				
SUMMARY STATEMENT:				
<p>RCW 36.70B.170 and North Bend Municipal Code (NBMC) Section 18.27.010 authorize the City to enter into a development agreement with a person having ownership or control of real property within its jurisdiction. Bendigo Properties, L.L.C., the developer, owns or controls approximately 12 acres of land located between Bendigo Boulevard and Boalch Avenue NW, immediately south of Gardiner Creek. The developer desires to construct an athletic complex on the property with approximately four multi-purpose fields and an indoor athletic facility.</p> <p>The developer proposes construction of the project in two phases. The fields, associated parking, and street improvements are included in the first phase. The second phase will include the indoor facility and associated parking.</p> <p>A Determination of Non-Significance (“DNS”) was issued for the Development Agreement on September 21, 2016.</p> <p>The North Bend Planning Commission considered the Development Agreement during regular meetings on September 22, 2016, October 13, 2016 and October 20, 2016. A public hearing on the Development Agreement was held before the Planning Commission on October 13, 2016, in accordance with RCW 36.70B.200 and NBMC 18.27.025(A). Public comment received was favorable to the project. Many Public Hearing attendees expressed the need in the Snoqualmie Valley for additional athletic fields. Representatives from the Meadowbrook Farm Board provided comment regarding possible impacts to the Interpretive Center and its desirability as a wedding venue due to possible noise and light from the proposed facility. The Farm Board has been working hard to increase revenue based events and weddings.</p> <p>This agenda item was considered by the City Council as a first reading on October 18, 2016 during their regularly scheduled meeting.</p>				
COMMITTEE REVIEW AND RECOMMENDATION: The North Bend Community and Economic Development Committee reviewed this agenda item on October 11, 2016 and held off on providing recommendation pending Planning Commission review on October 13 th and 20 th .				
RECOMMENDED ACTION: Motion to approve AB16-119, a resolution authorizing a Development Agreement with Bendigo Properties, LLC for the Snoqualmie Valley Athletic Complex, as a final reading.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
October 18, 2016	Passed in First Reading Only (AB16-117)	7-0		
November 1, 2016				

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH BEND AND BENDIGO PROPERTIES, L.L.C. FOR THE SNOQUALMIE VALLEY ATHLETIC COMPLEX AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, RCW 36.70B.170 and North Bend Municipal Code (NBMC) Section 18.27.010 authorize the City to enter into a development agreement with a person having ownership or control of real property within its jurisdiction; and

WHEREAS, Bendigo Properties, L.L.C. (“Developer”) owns or controls approximately 12 acres of land located between Bendigo Boulevard and Boalch Avenue NW, immediately south of Gardiner Creek (the “Property”); and

WHEREAS, the Developer desires to construct an athletic complex on the Property with approximately four multi-purpose fields and one indoor athletic facility (the “Project”); and

WHEREAS, the City Council desires to enter into a development agreement with the Developer (the “Agreement”) to allow construction of the Project in two phases, and to provide for vesting of development rights in order to maximize efficient use of resources at the least economic cost to the public and to reduce economic costs of development; and

WHEREAS, RCW 36.70B.200 requires that a development agreement be approved by ordinance or resolution after a public hearing; and

WHEREAS, a Determination of Non-Significance (“DNS”) was issued for the Agreement and the Project described therein on September 21, 2016, in accordance with Chapter 43.21C RCW, the State Environmental Policy Act; and

WHEREAS, a public hearing on the Agreement was held before the Planning Commission on October 13, 2016, in accordance with RCW 36.70B.200 and NBMC 18.27.025(A); and

WHEREAS, the North Bend Planning Commission considered the Agreement during meetings held on September 22, 2016, October 13, 2016, and October 20, 2016 and issued its recommendation approving the Agreement on October 20, 2016;

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

Section 1. Approval and Authority to Execute: The City Council of the City of North Bend hereby approves the *Development Agreement between the City of North Bend and Bendigo Properties L.L.C. for the Snoqualmie Valley Athletic Complex*, in the form attached hereto as **Exhibit A**, and authorizes the Mayor to execute the same.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF NOVEMBER, 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

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF NORTH BEND
AND BENDIGO PROPERTIES, L.L.C.
FOR THE
SNOQUALMIE VALLEY ATHLETIC COMPLEX**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2016, by and between the City of North Bend, a municipal corporation of the State of Washington (“the City”) and Bendigo Properties, L.L.C., a limited liability company organized under the laws of the State of Washington (“Developer”).

WHEREAS, Developer has proposed to construct four athletic fields and an athletic facility complex in the Neighborhood Business zoning district and within the Urban Separator Overlay District in the City of North Bend (the “Project”); and

WHEREAS, this form of development is consistent with North Bend’s Comprehensive Plan goals and policies for this area; and

WHEREAS, the City has agreed to allow the project to be built in two (2) separate phases; and

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use and mitigation of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by local government planning under chapter the Growth Management Act (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be approved by ordinance or resolution after a public hearing (RCW 36.70B.200); and

WHEREAS, on September 21, 2016, a Determination of Non-Significance (“DNS”) was issued for this Agreement and the Project described herein; and

WHEREAS, on September 22, 2016, October 13, 2016, and October 20, 2016 the Planning Commission considered this Agreement and on October 13, 2016 a public hearing on this Agreement was held during a regular meeting of the North Bend Planning Commission; and

WHEREAS, on November 1, 2016, the City Council passed Resolution No. ____, approving and authorizing the Mayor to enter into this Agreement on behalf of the City;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. The Project Site. The Project Site is approximately 12 acres of almost entirely vacant land located immediately south of Gardiner Creek east of Bendigo Boulevard (SR-202) and west of Boalch Avenue NW, comprised of King County Tax Parcel Nos. 0423089036, 5418700030, 5418700005, 5418700025, 5418700010, 5418700020, and more particularly described in the attached **Exhibit A**.

2. The Project. The Project is the development and use of the Project Site as an athletic complex with approximately four multi-purpose fields and one indoor athletic facility, hereafter referred to as the “SVAA Athletic Complex.” The Project will be completed in two (2) phases, as follows:

A. Phase 1

1. Design and build four (4) combination outdoor soccer/baseball fields;
2. Design and build paved parking lot(s) and associated parking lot landscaping as required for Phase 1 improvements, 4 combination outdoor soccer/baseball fields. The parking requirement for the 4 combination soccer/baseball fields is one parking space per four players. This yields a parking requirement of 50 parking spaces to accommodate the fields (25 players per roster x 2 teams per field x 4 fields = 50 parking spaces);
3. SEPA review (to cover both phases);
4. Provide an adequate number of portable sanitation units (honey buckets) with hand sanitation. These units shall be well maintained, kept clean, secured and screened from view from any public street. Screening shall include wood fencing and landscaping, placed to the rear of the units.
5. Design and build half street frontage improvements per North Bend Municipal Code (NBMC) or as modified below;
 - a. Boalch Avenue NW – North Bend Comprehensive Plan identifies Boalch Ave NW as a Minor Arterial and therefore the required half street improvements shall generally comply with NBMC 19.05.020 for arterials and the following modifications of said Section;
 - i. Two 11 foot travel lanes and 5-foot bike lane; and
 - ii. In lieu of the required, 7-foot planter strip and 6-foot concrete sidewalk, a minimum 8 foot biochannel/landscape strip, planted per NBMC 18.18 and an 8-foot paved asphalt meandering trail, designed to match and connect to the Meadowbrook Farm trail, shall be provided. The 8-foot biochannel/landscape strip shall be placed between the bike lane and the trail to provide additional pedestrian safety for trail users. The trail shall meander and may periodically undulate into the biochannel/landscape strip by up to two feet, leaving no less than approximately 6-foot biochannel/landscape strip in any location. When the trail meanders onto private property, an access easement in favor of the public shall be provided. The 8-foot

meandering trail shall connect the Meadowbrook Farm by means of an 8-foot wide pedestrian bridge over and across Gardiner Creek. Bridge ownership and maintenance shall be conveyed to the City by Developer following acceptance by the City; and

- b. NE 14th Street shall be designed per NBMC 19.05.020 Collector Street.
 - c. Along SR 202/Bendigo Blvd an 8-foot wide meandering asphalt trail shall be provided. This trail shall connect to the sidewalk on NW 14th Street and Meadowbrook Farm.
6. North Bend Municipal Code 18.10.040 limits the maximum impervious surface area to 55% in the Urban Separator Overlay District. The fields are permeable and therefore will not be calculated as impervious surface for the sake of this provision; however the project shall meet the requirements of the KCSWDM for the purpose of stormwater drainage collection, conveyance and treatment.
 7. Design and build on-site storm drainage collection, conveyance, retention and detention , water quality treatment and outfall systems;
 8. Obtain all necessary permits from the City;
 9. Obtain approval from WSDOT for proposed construction in SR-202 ROW;
 10. Preliminary design of off-site sanitary sewer system for project (see subsection (B) below for particulars); and
 11. Provide the City with a 5-year bond for on-site sewer lift station, off-site sanitary sewer forcemain, connection to WWTP's existing wet well, sleeved anchoring systems to undersides of Ribary Creek and South Fork bridges, and include, as an alternative to Phase 2, on-site men's and women's restroom facilities.
 12. A critical area study shall be provided. Any stream buffer alteration shall be adequately mitigated resulting in no net loss of buffer function and shall be approved by the City of North Bend. The applicant may utilize both buffer averaging and buffer reduction per the City's Critical Area regulations, and may reduce the buffer up to a total of 50% reduction, subject to providing mitigation approved by the City that ensures no net loss of buffer function.
 13. Field lights may be located in the building setbacks and shall comply with NBMC 18.40.080.
 14. To minimize impacts to adjacent properties or the dark night or sky, the field lights and the associated illumination shall utilize best available techniques to direct light to the fields and avoid light spillage.
- B. Phase 2
1. Design and build an approximately 75,000 square foot indoor athletic facility to include lobby, basketball courts and/or racquetball courts, and restrooms ("the Building"), and additional required parking and site infrastructure for the Building as necessary. Site and building related items:
 - (a) The number of restrooms shall accommodate all proposed uses on the site;
 - (b) Undergo building design review with the City CED Department and Building Department;

- (c) Building height may exceed the 30' maximum building height for the Urban Separator Overlay District per NBMC 18.10.040 by up to 20% to accommodate the taller ceilings necessary for indoor basketball courts.
 - (d) Building may exceed single-user ground floor square footage limitation in Commercial Design Standards given the large nature of the use (indoor basketball/sports courts).
 - (e) Fences, backstops, dugouts, and like accessory structures may be permitted within the building setback.
 - (f) Design and build paved parking lot(s) and associated parking lot landscaping as required for Phase 2 improvements, indoor athletic facility. The parking requirement for the indoor athletic facility is also being calculated per player, which is one parking space per four players. This yields a parking requirement of 72 parking spaces to accommodate the max number of players (15 players per roster x 2 teams per court x 12 courts = 90 parking spaces). The total number of required parking spaces for the site is 140 spaces;
2. Design and build water and sewer systems for the building and connect to municipal facilities. The site plan provided is a conceptual design and has not been fully reviewed for consistency with the North Bend Municipal Code or engineered. Final engineering plans shall be reviewed and approved by the City.
- (a) Sanitary Sewer Service Items:
 - (i) A gravity sanitary sewer main and manhole system shall be installed along the Boalch Ave. NW ROW alignment (or approximately parallel to such) to provide service to those parcels along Boalch Ave. NW., but it shall not be required to extend into the abutment and/or supporting areas of the existing Gardiner Creek Bridge.
 - (ii) A gravity sanitary sewer main and manhole system shall be installed along the NW 14th St., ROW alignment (or approximately parallel to such) to provide service to those parcels along NW 14th St..
 - (iii)The gravity sewer main systems are intended to provide future connection points for eventual conveyance to a proposed sanitary sewer lift station and force main (as part of Phase 2); and
 - (iv)Due to the constraints of the site and surrounding topography it may be necessary to locate the sewer lift station offsite.
 - (b) Water Service Items:
 - (i) A water main extension shall be extended, approximately, from a connection point to the existing water main in the Boalch Ave., NW ROW, into the site, with a connection to the existing water main in the NW 14th St., ROW.
 - (ii) The water main extension is intended to provide a water main “loop” and thereby improve available fire system flow rates and provide redundancy for flows, and is anticipated to be aligned along the project driveways (approximately north and west of the proposed building).
 - (iii)A cross and valve system shall be included, approximately at the northwest corner of the driveway system, with the intent of providing a connection point for future water main extensions approximately in the Bendigo Blvd., N ROW.

3. Exhibits. The following exhibits, attached hereto, are incorporated herein and made part of this Agreement by this reference:

- A. Exhibit A: Project Site – Legal Descriptions;
- B. Exhibit B: Draft Site Plan differentiating Phase 1 from Phase 2;
- C. Exhibit C: Preliminary Plan showing proposed right-of-way improvements; and
- D. Exhibit D: Site Plan showing proposed building pad locations.

4. Effective Date and Duration. This Agreement shall commence upon the effective date of the City Council resolution approving this Agreement (the “Effective Date”), and shall continue in force for a period of five (5) years (the “Initial Term”) unless extended or terminated as provided herein. Following the expiration of the Initial Term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

5. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

6. Agreement Binding on Future Landowners. From time to time, as provided in this Agreement, Developer may sell or otherwise lawfully dispose of a portion of the Project Site to a person or entity (“Landowner”) who, unless otherwise released by the City, shall be subject to the applicable provisions of this Agreement related to such portion of the Project Site. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein. Notwithstanding, should construction of Phase 1 and 2 not commence prior to a sale, assignment or conveyance, any subsequent Landowner shall not be obligated to this Agreement.

7. Planning and Development.

A. **Development Standards.** Except as otherwise specifically provided in this Agreement, the Project shall be completed in accordance with all development and design standards of the North Bend Municipal Code, and all applicable environmental, building, and construction codes and regulations contained therein in effect at the time of permit submittal.

B. **Public Works.** Developer agrees to install right-of-way improvements, including curb, gutter, sidewalk, and bike lanes as generally depicted in **Exhibit C**. The final design shall be approved by the Public Works Director. Construction of right-of-way improvements shall meet all City standards and be installed before issuance of a certificate of occupancy for the Building. Upon completion, said right-of-ways will be the responsibility of the City for

maintenance, repairs and liability, except the Developer shall be responsible for the maintenance of the LID biochannel in the right-of-way.

8. Vested Rights.

A. During the term of this Agreement, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the exhibits hereto, or as expressly consented to by Developer.

B. This Development Agreement only covers those specific development standards addressed herein. The City's Development Regulations, including building, fire, public works, land use, and signage regulations shall govern unless specifically addressed in this Agreement. No vesting is created by this Agreement for any other development regulation that is not included in this Agreement. Notwithstanding the foregoing, Developer will have the full benefit of the vested rights doctrine in Washington State and will only be bound by those laws, statutes, regulations, ordinances and codes in effect at the time of permit submittal by Developer.

9. Permits Required. Developer shall obtain all permits required under the City Code for this Project.

10. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the City Code, and shall not require an amendment to this Agreement.

11. Further Discretionary Actions. Developer acknowledges that the City's land use regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Project Site.

12. Existing Land Use Fees and Impact Fees.

A. Developer acknowledges and agrees that land use, building, fire, public works and sign fees adopted by the City as of the Effective Date of this Agreement may be increased by the City from time to time, and are applicable to permits and approvals for the Project Site, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, in accordance with Title 17 of the North Bend Municipal Code, and City will exercise reasonable efforts to explore mitigation of such fees, consistent with other applications and Projects in the City.

13. Notice of Default/Opportunity to Cure/Dispute Resolution.

A. In the event a party, acting in good faith, believes the other party has violated the terms of this Agreement, the aggrieved party shall give the alleged offending party written notice of the alleged violation by sending a detailed written statement of the alleged breach. The alleged offending party shall have thirty (30) days from receipt of written notice in which to cure the alleged breach. This notice requirement is intended to facilitate a resolution by the parties of any dispute prior to the initiation of litigation. Upon notice of an alleged breach, the parties agree to meet and agree upon a process for attempting to resolve any dispute arising out of this Agreement. A lawsuit to enforce the terms of this Agreement shall not be filed until the latter of (1) the end of the 30-day cure period or (2) the conclusion of any dispute resolution process.

B. After proper notice and expiration of the 30-day cure period, if the alleged default has not been cured or is not being diligently cured in the manner set forth in the notice, the aggrieved party may, at its option, institute legal proceedings in accordance with this Agreement. Additionally, the City may decide to enforce the City Code violations and obtain penalties and costs as provided in applicable provisions of the North Bend Municipal Code.

14. Amendment; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of the parties as provided in Section 27 herein, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see* RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Project Site as the City Council may deem necessary to the extent required by a serious threat to public health and safety.

15. Termination.

A. This Agreement shall expire and be of no further force and effect if:

1. The development contemplated in this Agreement and in associated permits and/or approvals issued by the City are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City; or
2. Developer does not construct the Project as contemplated by the permits and approvals obtained in connection with the Project and this Agreement, or submits applications for development of the Project Site that are inconsistent with this Agreement.

B. This Agreement shall terminate either (1) upon the expiration of the Initial Term identified in Section 4 above, or (2) when the Subject Property has been fully developed *and* all of Developer's obligations in connection therewith are satisfied as determined by the City, whichever first occurs. Upon termination of this Agreement under this Subsection 15(B), the City shall record a notice of such termination in a form satisfactory to the City Attorney.

C. This Agreement shall terminate upon Developer's abandonment of the Project. Developer shall be deemed to have abandoned the Project if a building permit for construction of the Building approved in this Agreement is not submitted to the City within 5 years of the Effective Date noted above.

D. In the event of termination under his Section 15(A) or (C), Developer shall relinquish the bond and the sewer improvements shall be constructed by the City.

16. Effect of Termination on Developer Obligations. Termination of this Agreement shall not affect any of Developer's obligations to comply with (a) the City Comprehensive Plan or any applicable zoning code(s), subdivision maps or other land use entitlements approved with respect to the Project Site; (b) any conditions or restrictions specified in this Agreement to continue after the termination of this Agreement; or (c) obligations to pay assessments, liens, fees or taxes, unless the termination or abandonment of the Project nullifies such obligations.

17. Effect of Termination on City. Upon termination of this Agreement, the entitlements, conditions of development, limitations on fees and any other terms and conditions vested pursuant to Section 8 herein shall no longer be vested hereby with respect to the Project Site (provided that vesting of such entitlements, conditions or fees may be established for the property pursuant to then-existing planning and zoning laws).

18. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land, and the benefits and burdens shall bind and inure to the benefit of the parties. Developer and every Landowner, purchaser, assignee or transferee of an interest in the Project Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, unless the Landowner or subsequent Landowner assignee or transferee has abandoned the project and no party has started construction of the Project, and shall be the beneficiary thereof and a party thereto, but only with respect to the Project Site, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Project Site sold, assigned or transferred to it. A copy of the fully executed Agreement shall be recorded in accordance with Section 29 herein.

19. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

20. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle. This section shall survive the termination of this Agreement.

21. No Presumption Against Drafter. Developer represents that it has been advised to seek legal advice and counsel from its attorney concerning the legal consequences of this Agreement, that it has carefully read the foregoing Agreement, and knows the contents thereof, and signs the same as its own free act, and that it fully understands and voluntarily accepts the terms and conditions of this Agreement. Both parties have had the opportunity to have this Agreement reviewed and revised by legal counsel, and the parties agree that no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

22. Notices. Notices, demands, or correspondence to the City and Developer shall be sufficiently given if dispatched by prepaid first-class mail to the following addresses:

TO CITY: City Administrator
 City of North Bend
 P.O. Box 896
 North Bend, WA 98045

TO DEVELOPER: Wende Miller
 Bendigo Properties, L.L.C.
 6814 Denny Peak Dr. SE
 Snoqualmie, WA 98065

Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

23. Assignment. This Agreement shall be binding and inure to the benefit of the parties. Developer shall not assign its rights under this Agreement without the written consent of the City, which consent shall not unreasonably be withheld.

24. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in King County Superior Court.

25. No Attorneys' Fees. In the event of any litigation or dispute resolution process between the parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of costs or attorneys' fees or expert witness fees.

26. Severability. The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Agreement, or the validity of its application to other persons or circumstances.

27. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Changes made in accordance with Section 14 herein shall be incorporated by written amendments or addenda signed by both parties and made.

29. **Recording.** Developer shall record an executed copy of this Agreement with the King County Auditor, pursuant to RCW 36.70B.190, no later than fourteen (14) days after the Effective Date and shall provide the City with a conformed copy of the recorded document within thirty (30) days of the Effective Date.

By their signatures below, the persons executing this Agreement each represent and warrant that they have full power and authority to bind their respective organizations, and that such organizations have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement.

CITY OF NORTH BEND

BENDIGO PROPERTIES, L.L.C.

By: _____
Kenneth G. Hearing, Mayor

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Michael R. Kenyon, City Attorney

*** *remainder of page intentionally left blank* ***

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2016, did personally appear before me, the undersigned Notary Public in and for the State of Washington, _____, who is known to me or produced satisfactory evidence that s/he is the person that executed the foregoing Development Agreement, and acknowledged that s/he signed the Agreement as his or her free and voluntary act for the uses and purposes mentioned therein.

GIVEN under my hand and official seal this ____ day of _____, 2016.

Print name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2016, did personally appear before me, the undersigned Notary Public in and for the State of Washington, _____, who is known to me or produced satisfactory evidence that s/he is the person that executed the foregoing Development Agreement, and acknowledged that s/he signed the Agreement as his or her free and voluntary act for the uses and purposes mentioned therein.

GIVEN under my hand and official seal this ____ day of _____, 2016.

Print name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
Commission expires: _____

EXHIBIT A:

PROJECT SITE – LEGAL DESCRIPTIONS

Parcel No. 0423089036

PORTION OF SW 1/4 OF NW 1/4 - BEGIN SW CORNER TH S 88-56-06 E ALONG S LINE 311.83 FT TO ELY MGN OF SNOQUALMIE NORTH BEND ROAD & POB TH S 88-56-06 E 710.94 FT TO WLY MGN OF MEADOWBROOK NORTH BEND ROAD TH N 30-24-10 W ALONG SAID WLY MGN 301.66 FT TAP OF TANGENT CURVE TO RIGHT RAD OF 557.09 FT TH ALONG SAID CURVE THRU C/A OF 21-29-07 TO THREAD OF GARDNER CREEK TH WLY ALONG GARDNER CREEK TO ELY MGN OF STATE HIGHWAY R/W TH S 44-09-00 E ALONG SAID ELY MGN TO POB LESS CO ROAD BEING A PORTION OF TRACT C-1 OF MAY 1965 SURVEY

Parcel No. 5418700030

MEADOWBROOK TRACTS LESS CO RD

Parcel No. 5418700005

MEADOWBROOK TRS

Parcel No. 5418700025

MEADOWBROOK TRACTS LESS CO RD

Parcel No. 5418700010

MEADOWBROOK TRACTS

Parcel No. 5418700020

MEADOWBROOK TRACTS LESS CO RD

EXHIBIT B:
SITE PLAN DIFFERENTIATING PHASE 1 FROM PHASE 2

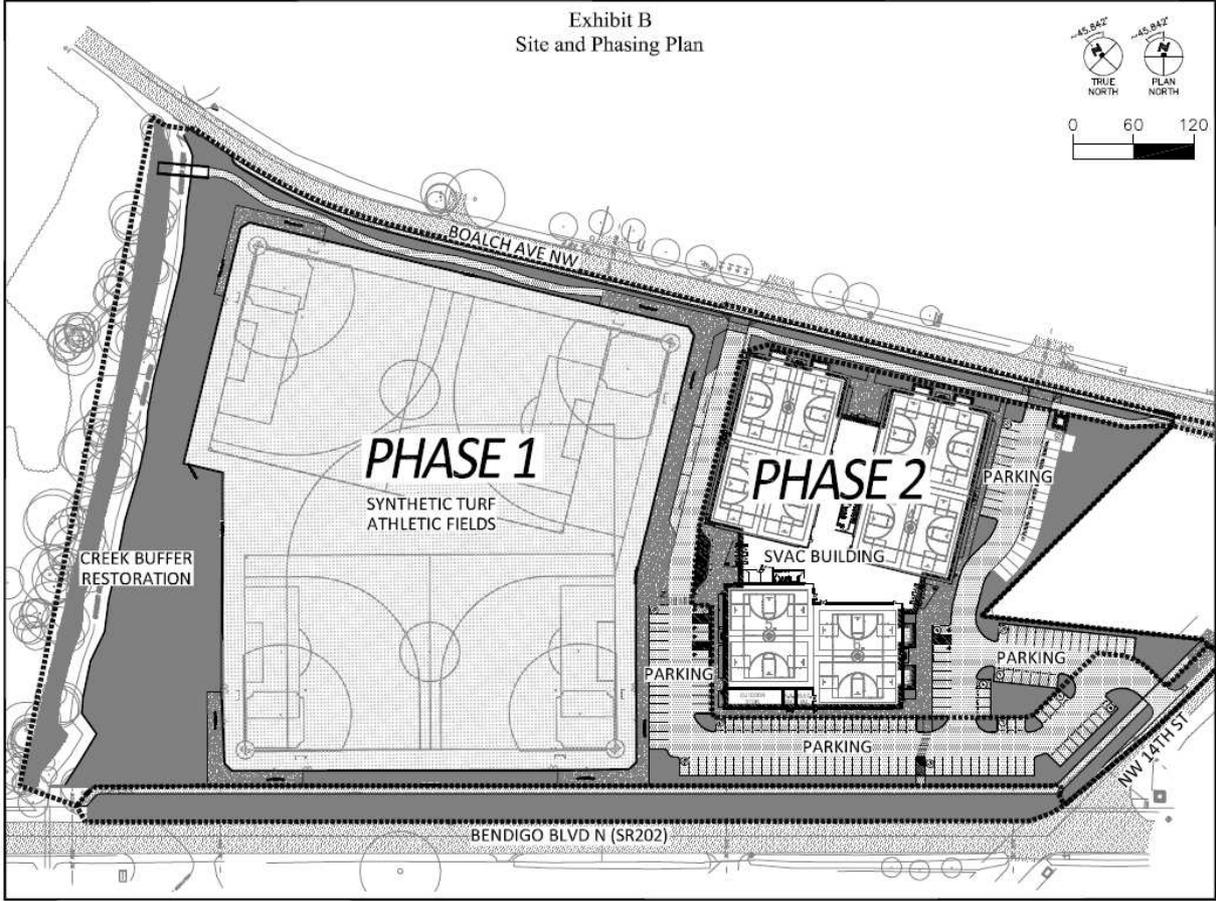
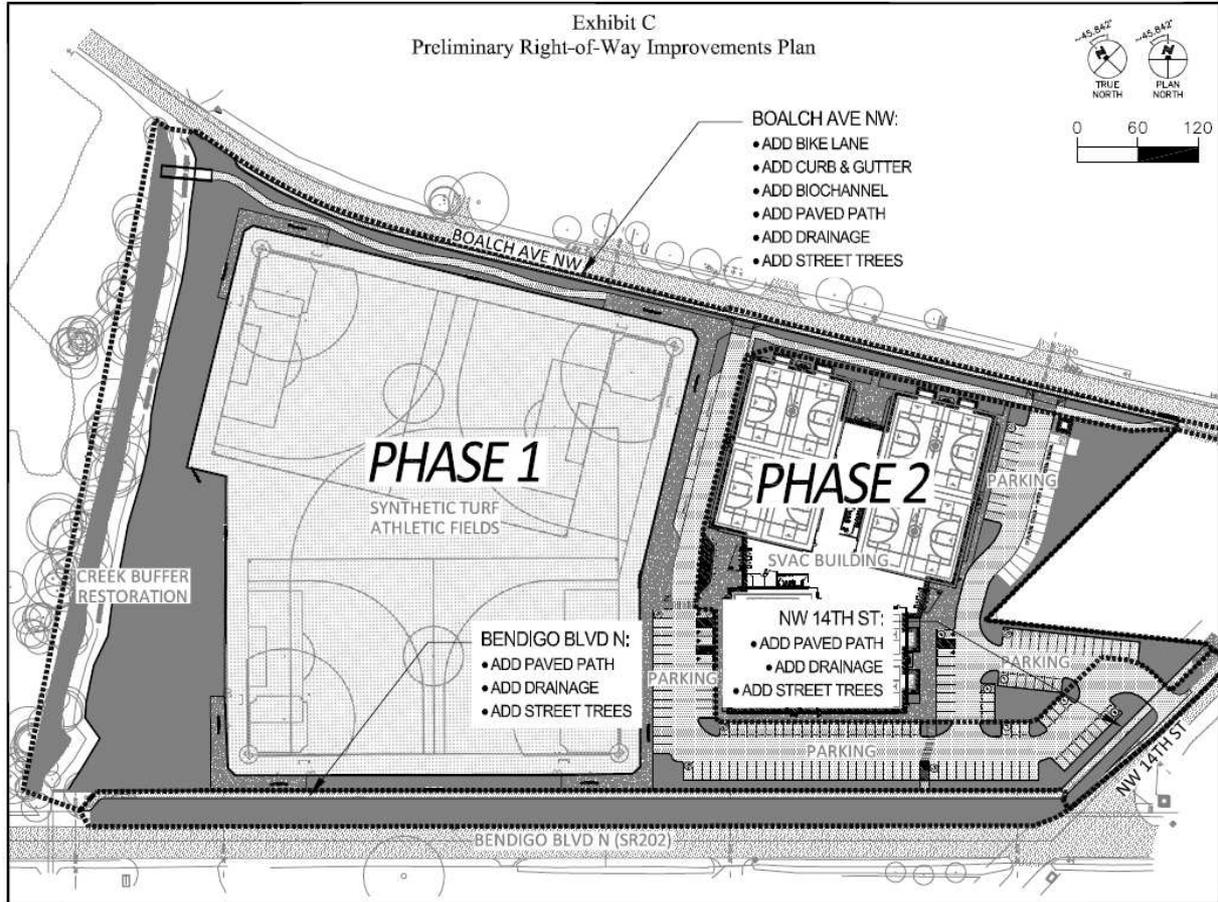
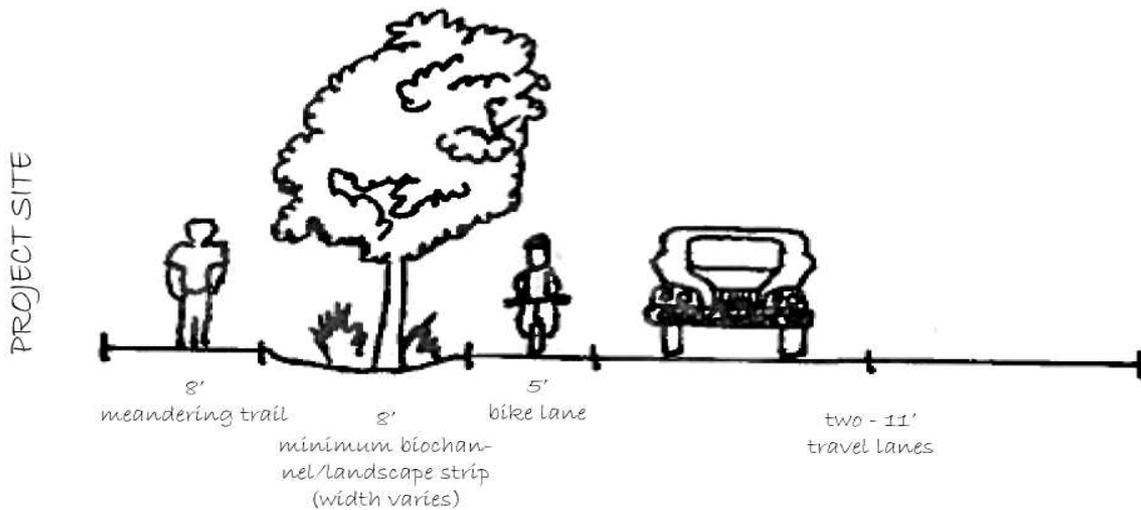


EXHIBIT C:

CONCEPTUAL PLAN SHOWING PROPOSED RIGHT-OF-WAY IMPROVEMENTS



Street Design Sections for Boalch (1/2 street improvements)



Mike McCarty

From: Kaehler, Gretchen (DAHP) <Gretchen.Kaehler@DAHP.wa.gov>
Sent: Thursday, October 06, 2016 3:59 PM
To: Mike McCarty
Cc: Steve; 'laura.murphy@muckleshoot.nsn.us' (laura.murphy@muckleshoot.nsn.us); Ryoung; DTS@qwestoffice.net; dlewarch@suquamish.nsn.us
Subject: re: Notice of SEPA DNS and NOPH for Snoqualmie Valley Athletic Center
Attachments: 2016-10-07210_Notice of SEPA DNS and NOPH for Snoqualmie Valley Athletic Center.pdf

Please see attached for this project. Please feel free to contact me if you have any questions.

Best,

Gretchen

Gretchen Kaehler
Assistant State Archaeologist, Local Governments
Department of Archaeology and Historic Preservation (DAHP)
P: 360-586-3088
C: 360-628-2755



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

October 6, 2016

Mr. Mike McCarty
Senior Planner
City of North Bend
126 E. Fourth St.
PO Box 896
North Bend, WA98045

In future correspondence please refer to:

Project Tracking Code: 2016-10-07210

Property: Notice of SEPA DNS and NOPH for Snoqualmie Valley Athletic Center

Re: Archaeology - Survey Requested

Dear Mr. McCarty:

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. As a result of our review, our professional opinion is that the project area has a high probability for containing archaeological resources. There are six (6) previously recorded archaeological sites within approximately 3,000 feet of the project. Further the project area is depicted on the DAHP Statewide Archaeological Predictive Model as having the highest probability for contain precontact archaeological resources. Please be aware that archaeological sites are protected from knowing disturbance on both public and private lands in Washington States. Both RCW 27.44 and RCW 27.53.060 require that a person obtain a permit from our Department before excavating, removing, or altering Native American human remains or archaeological resources in Washington. Failure to obtain a permit is punishable by civil fines and other penalties under RCW 27.53.095, and by criminal prosecution under RCW 27.53.090.

Chapter 27.53.095 RCW allows the Department of Archaeology and Historic Preservation to issue civil penalties for the violation of this statute in an amount up to five thousand dollars, in addition to site restoration costs and investigative costs. Also, these remedies do not prevent concerned tribes from undertaking civil action in state or federal court, or law enforcement agencies from undertaking criminal investigation or prosecution. Chapter 27.44.050 RCW allows the affected Indian Tribe to undertake civil action apart from any criminal prosecution if burials are disturbed. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present.

Identification of archaeological resources during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. We request a professional archaeological survey of the project area be conducted prior to ground disturbing activities. The completed survey should be submitted to DAHP and interested Tribes prior to beginning the project. We also recommend consultation with the concerned Tribes' cultural committees and staff regarding cultural resource issues.



Thank you for the opportunity to comment on this project and we look forward to receiving the survey report. Should you have any questions, please feel free to contact me.

Sincerely,



Gretchen Kaehler
Assistant State Archaeologist, Local Governments
(360) 586-3088
gretchen.kaehler@dahp.wa.gov

cc. Steven Mullen Moses, Cultural Resources, Snoqualmie Tribe
Laura Murphy, Archaeologist, Muckleshoot Tribe
Dennis Lewarch, THPO, Suquamish Tribe
Richard Young, Cultural Resources Director, Tulalip Tribe
Ceceile Hansen, Chair, Duwamish Tribe

November 1, 2016
p. 1 of 2

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Wednesday, October 05, 2016 7:46 PM
To: Mike McCarty
Subject: FW: North Bend Athletic Facility

From: WUBBY2@aol.com [WUBBY2@aol.com]
Sent: Wednesday, October 05, 2016 2:05 PM
To: Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey; CouncilMember Elwood; CouncilMember Gothelf; CouncilMember Rosen; CouncilMember Pettersen; CouncilMember Kostanich; CouncilMember Volken; CouncilMember Loudenback
Subject: North Bend Athletic Facility

Planning Commission and City Council Members,

I'm writing to you today to encourage you to expedite the approvals for the planned state-of-the-art North Bend athletic facility.

My wife and I are in full support of the building permit application submitted by Wende and John Miller to create the North Bend Athletic Facility (phases 1 & 2) that will support all of our student and youth athletes in the Snoqualmie Valley.

We urge you to quickly approve the phase 1 building permit, so that work can begin immediately on the planned facilities, which include turf fields (baseball, softball, football, lacrosse, soccer, batting cages, & fun), lights and parking area.

Our youngest son is a student athlete in the Mount Si HS baseball and football programs and as long time residents of North Bend, we are grateful to the Miller's for taking the initiative to create such a facility that can support the athletic programs during the renovation of the Mount Si High School, as well as the Snoqualmie Valley communities at large, now and in the future.

As someone who has been a parent, coach, and board member for youth and high school athletics, I keenly understand the issues facing young people in our community. Lack of access (field availability and weather) is one of the first reasons for youth to find a way to participate in less productive or sometimes destructive activities.

Without enough all purpose fields in our immediate area to support our own community many kids will have to travel to neighboring communities. The proposed multi-purpose turf fields solve many of the problems our youth and high school athletes face, especially given our population growth and weather patterns in the valley.

Having an outside agency that is willing to pay for this expense as opposed to tax payer/city/school district monies is a win-win for not only Wildcat Baseball/Softball and youth sports, but also the city of North Bend, and the entire Snoqualmie Valley.

As a valley resident I understand the economic value this facility can bring to our community, especially as we see our Snoqualmie valley continue to grow in population.

Please do not miss this opportunity to make a positive impact on our youth and our community. We encourage you to expedite the approvals for the planned state-of-the-art North Bend athletic facility.

Sincerely,

Wes Dover
President, MSHS Wildcat Baseball Boosters
206-898-6820 cell

Danine Dover
206-898-6818 cell

Mike McCarty

From: Theresa Mosier <burianek@msn.com>
Sent: Monday, October 03, 2016 9:56 AM
To: Mike McCarty
Cc: Gina Estep
Subject: Snoqualmie Valley Athletic Center Notice of Application Comments

In response to the Application for the Snoqualmie Valley Athletic Center I would like to make the following comments:

I encourage the planning commission and city council to consider banning the use of crumb rubber in the construction of these sport fields. There is increasing evidence that the use of crumb rubber to infill synthetic sports fields is dangerous to the health of players and the environment. Crumb rubber is made of ground up tires, and has many known carcinogens.

Please see the following news articles and government publications about the subject:

<http://www.espn.com/espnw/news-commentary/article/14206717/how-safe-fields-where-play>

<https://www.epa.gov/chemical-research/federal-research-recycled-tire-crumb-used-playing-fields>

<http://www.doh.wa.gov/CommunityandEnvironment/Schools/EnvironmentalHealth/SyntheticTurf/StudiesCrumbRubber>

<http://www.doh.wa.gov/CommunityandEnvironment/Schools/EnvironmentalHealth/SyntheticTurf>

Other local jurisdictions are taking action on this, installing bans to give time for more research.

<http://myedmondsnews.com/2015/12/banned-in-edmonds-no-crumb-rubber-on-public-playfields-for-18-months/>

I also encourage the city to look at the traffic and parking impact, especially the increase of cars turning onto SR202 from NW 14th or Boalch. Assuming 2 simultaneous soccer games, of 18 players per team, times 4 teams = 72 players. Even if every player/family had one vehicle, that is 72 vehicles turning onto 202 where traffic is 50 MPH. It is dangerous now and the increased volume will just increase the danger.

Thank you for your time and consideration.

Theresa Mosier
13715 463rd Ave SE
North Bend, WA 98045

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Monday, October 03, 2016 10:09 PM
To: Mike McCarty
Subject: FW: North Bend Athletic Facility

Forwarding another public comment that appears to have made it to 6 of the commissioners.

From: 4jbrady@frontier.com [4jbrady@frontier.com]
Sent: Sunday, October 02, 2016 8:32 PM
To: Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey
Subject: North Bend Athletic Facility

To North Bend Planning Commission,
I understand that you are considering a proposal to build an Athletic Facility in North Bend. My kids have been in the Snoqualmie Valley School District for the past 16 years and have participated in sports at the Middle Schools and at Mount Si High School, as well as club baseball and soccer teams over the years. We have had a great experience as far as the organizations and coaches are concerned but the athletic facilities have always been lacking. The need for turf fields in the area would be a much needed improvement for all the sports involved. The additional indoor facilities are also needed in this area. Every tournament and camp would definitely have benefited from having these proposed facilities available. The Mount Si High School baseball and softball teams are the only ones in the Kingco league that do not have a turf field to play on. As such when it is too wet to play on the home field the Varsity games are typically moved to the other school so that they can get the games in on schedule. This is a big disadvantage to the Mount Si Teams. They also are limited on practice time when the fields are too wet to play on. Please pass this project so that the kids of the valley can have a top notch facility to play on!

Thank you,
Jim Brady
425-836-4412

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Monday, September 26, 2016 8:30 PM
To: Mike McCarty
Subject: FW: North Bend Athletic Facility Building Permit Approval

Importance: High

From: Brendon VanCampen [bvancampen@lutron.com]
Sent: Sunday, September 25, 2016 7:01 PM
To: Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey; CouncilMember Elwood; CouncilMember Gothelf; CouncilMember Rosen; CouncilMember Pettersen; CouncilMember Kostanich; CouncilMember Volken; CouncilMember Loudenback
Subject: North Bend Athletic Facility Building Permit Approval

Dear North Bend Planning Commission & City Council Members:

My wife and I are writing to you in full support of the building permit application submitted by Wende and John Miller to create the North Bend Athletic Facility (phases 1 & 2) that will support all of our student athletes in the Snoqualmie Valley. We urge you to quickly approve the phase 1 building permit, so that work can begin immediately on the planned facilities, which include turf fields (baseball, softball, football, lacrosse, soccer, batting cages, & fun), lights and parking area. We are also in full support of the follow on phase 2 indoor facility when that permit is submitted for approval.

Our son is a junior-year student athlete in the Mount Si HS baseball and football programs and as 14-year residents in Snoqualmie, we are grateful to the Miller's for taking the initiative to create such a facility that can support the athletic programs during the renovation of the Mount Si High School and athletic complex, as well as the Snoqualmie Valley communities at large, now and in the future.

Thank you for your consideration and swift approval of this building permit.

Regards,

Brendon Van Campen
bvancampen@lutron.com
cell: 206-390-6492

Stephanie Van Campen
sgvancampen@comcast.net
cell: 425-785-4338

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Monday, September 26, 2016 8:30 PM
To: Mike McCarty
Subject: FW: Snoqualmie Valley Athletic Center

From: Danysh.Terry@dorsey.com [Danysh.Terry@dorsey.com]
Sent: Monday, September 26, 2016 1:55 PM
To: Elizabeth Gildersleeve
Subject: Snoqualmie Valley Athletic Center

Dear Planning Commissioner:

I wholeheartedly support approval of the Snoqualmie Valley Athletic Center as planned. I am a long-time resident (13 years) in the Snoqualmie Valley. The Valley needs many things, but certainly one is athletic fields and facilities for our growing communities. The SVAC will help fill a large gap, and is in a perfect location to do so.

Thank you for the courtesy of your consideration,

Terry Danysh

.....
DORSEY & WHITNEY LLP
Columbia Center
701 Fifth Avenue, Suite 6100
Seattle, WA 98104-7043
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Mike McCarty

From: Elizabeth Gildersleeve
Sent: Monday, September 26, 2016 8:31 PM
To: Mike McCarty
Subject: FW: New Athletic Facility
Attachments: 5pack_large (2).png

From: Jarrett Mentink [jwmentink@comcast.net]
Sent: Sunday, September 25, 2016 4:14 PM
To: Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Jim Luckey; Mary Miller
Cc: CouncilMember Elwood; CouncilMember Gothelf; CouncilMember Rosen; CouncilMember Pettersen; CouncilMember Kostanich; CouncilMember Volken; CouncilMember Loudenback
Subject: New Athletic Facility

Dear Planning Commission and City Council of North Bend,

I am confident you are being flooded with emails regarding the proposal for a new athletic sports complex — It is my hope that the vast majority of the correspondence is in support of the endeavor. Having moved to the area a few years ago, with my wife and two children (9 and 11), we adore the beauty, people, and schools in the area. The one glaring weakness when it comes to raising our kids is the lack of athletic facilities available. I am a professor in the Health & Human Performance Department at Seattle Pacific University and understand the need for children to exercise on a regular basis — obesity rates, childhood heart disease, and diabetes are on the rise — which lead to tragic outcomes and enormous costs (healthcare, lack of production in workforce, etc.) to the community down the road. Simply put, kids need places to play, and we don't have enough. I have no idea as to the financial challenges this proposal will bring to your table — but I am hoping you view it with a visionary mindset — so that the Snoqualmie/NorthBend children will have the facilities necessary to maintain a healthy lifestyle in our community. Thank you for your time, governance, and consideration of our youth — Sincerely,

Jarrett

Jarrett Mentink, PhD
Asst. Professor, Health & Human Performance
jmentink@spu.edu
206-854-2623
www.kidsintheclouds.com

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Monday, September 26, 2016 8:31 PM
To: Mike McCarty
Subject: FW: Snoqualmie Valley Athletic Center

From: Angela Mentink [AMentink@rootsportsnw.com]
Sent: Sunday, September 25, 2016 1:13 PM
To: CouncilMember Elwood; CouncilMember Gothelf; CouncilMember Rosen; CouncilMember Pettersen; CouncilMember Kostanich; CouncilMember Volken; CouncilMember Loudenback
Cc: Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey
Subject: Snoqualmie Valley Athletic Center

I understand that it can be a difficult job to allow for development and at the same time balance the needs of the community, but I believe the proposal put before you for the development of the Snoqualmie Valley Athletic Center does that. This area has become a mecca for families who want to raise their children in a safe and secure community—which is great but it requires and demands things in this community for those families. We were of that mindset and relocated three years ago to the Snoqualmie area. Since arriving we have consistently been made aware of how woefully underequipped the area is for the youth programs it has been asked to provide. Regardless of the weather, there is not enough playfields for games and practices—when you add the inclement weather—it falls agonizingly short. Time and time again, baseball practices were cancelled not because of rain, but because of the condition of the fields. You would be happy practice at 5pm but of course you can't because in the northwest winter it gets dark at 4:45 and there are not any lights. I can't begin to catalog all of the basketball practices that were cancelled because the school gyms were booked for another event. There is a massive need for this facility and I do hope you fill it posthaste. Again, I understand your duty is to serve this community, allowing the development of this facility certainly helps fulfill that duty.

Angie Mentink



Angie Mentink | Anchor/Reporter
AMentink@ROOTSPORTSnw.com
o 425.562.3357 | f 425.641.9811
3626 156th Avenue SE | Bellevue, WA 98006

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Monday, September 26, 2016 8:31 PM
To: Mike McCarty
Subject: FW: support for sports fields in North Bend!

From: Brent and Joan Lutz [bjrlutz@hotmail.com]
Sent: Saturday, September 24, 2016 8:06 PM
To: CouncilMember Elwood; CouncilMember Gothelf; CouncilMember Rosen; CouncilMember Pettersen; CouncilMember Kostanich; CouncilMember Volken; CouncilMember Loudenback; Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey
Subject: support for sports fields in North Bend!

To whom it may concern;

We are long time Valley residents and are so excited for the proposed sports fields in North Bend. Our community is definitely in need of more turf fields for multiple sports and activities, and this complex would fill a void we have been experiencing for years. As parents of a senior baseball player at Mount Si High School we know that time is of the essence and would love to see this project expedited. Of course this complex would be beneficial to many sports throughout the Valley and we are thrilled for all of the kids who will get to use this awesome facility for years to come!

Thank you in advance for your consideration of my email.

Sincerely,

Joan Lutz

Joan Lutz
bjrlutz@hotmail.com
425.396.5189

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Monday, September 26, 2016 8:31 PM
To: Mike McCarty
Subject: FW: North Bend Athletic Facility

From: Casondra Brewster [mamacasz66@gmail.com]
Sent: Saturday, September 24, 2016 10:54 AM
To: Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey; CouncilMember Elwood; CouncilMember Gothelf; CouncilMember Rosen; CouncilMember Pettersen; CouncilMember Kostanich; CouncilMember Volken; CouncilMember Loudenback
Subject: North Bend Athletic Facility

Dear Planning Commission and City Council Members of the city of North Bend:

I'm writing to you today to encourage you to expedite the approvals for the planned state-of-the-art North Bend athletic facility. Although the autumnal rains are upon us, baseball season is right around the corner and our Mount Si High School Wildcat Varsity Baseball and Softball teams' fields were demolished this past summer with the new high school construction. Therefore, this new facility will be their new home for the next four years.

Athletes are typically more successful students and have a higher percentage of college graduations. Without the space to play, these students face hardships (having to bus out of the valley to even practice, which means less time to concentrate on their skills both academic and athletic, as well as negative economic impact to the program and its players and coaches), which the new athletic facility will remedy. Any work that you may do to approve this construction in time for the March 1, 2017 baseball season start would be an investment in a scholar athlete's future.

As well, this facility will not just serve the baseball/softball teams, but will also serve the entire North Bend community, including athletes in soccer, basketball, volleyball, lacrosse, and more. Having an outside agency that is willing to pay for this expense as opposed to tax payer/city/school district monies is a win-win for not only Wildcat Baseball/Softball, but also the city of North Bend, and the entire Snoqualmie Valley. Also, given the increase in population in our valley, such a facility is greatly needed. The space in which it occupies is a perfect connector between North Bend and our sister city, Snoqualmie.

This citizen would love for the North Bend Athletic Facility to break ground in October, with the approval by all those concerned within the leadership of North Bend. I hope I can count on you to move forward positively with this planned development.

Sincerely,

--
Casondra Brewster
129 Thrasher Ave. NE
North Bend, WA

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Monday, September 26, 2016 8:31 PM
To: Mike McCarty
Subject: FW: Snoqualmie Valley Athletic Complex

From: Barbara Scott [thescotts12@comcast.net]
Sent: Friday, September 23, 2016 6:01 PM
To: Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey; CouncilMember Elwood; CouncilMember Gothelf; CouncilMember Rosen; CouncilMember Pettersen; CouncilMember Kostanich; CouncilMember Volken; CouncilMember Loudenback
Subject: Snoqualmie Valley Athletic Complex

City of North Bend Planning Commission and City Council members,

I am a long time resident of North Bend and mother of a Mount Si High School Junior and 2014 graduate.

I am writing to ask that you vote YES on October 18 on the Snoqualmie Valley Athletic Complex Development Agreement. By moving this project along without delay our Mount Si High School baseball and softball teams will have use of these fields THIS spring. If these fields aren't available, the players will have to be bused by the SVSD daily to and from other area fields for practice and home games.

We have a great opportunity to keep our students and their families local instead of them having to drive all over kingdom come to attend practices and home games. Local practices and home games will also give our student athletes more evening time for school responsibilities. Local practices and home games will keep commerce (grocery, errand, meal shopping) that goes along with after-school activities local to our own community.

These are exciting times for our growing community. It's so good to see our school district, a private developer, and local athletic groups coming together to mastermind a plan to keep our kids and families IN the community. Please push this project along so we have these fields THIS spring. Vote YES Oct 18 for the Snoqualmie Valley Athletic Complex Development Agreement.

Thank you for your time,
Barbara Scott, North Bend
Sent from my iPhone

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Monday, September 26, 2016 8:32 PM
To: Mike McCarty
Subject: FW: Snoqualmie Valley Athletic Center

From: Jim Anderson [Jim.Anderson@usi.com]
Sent: Friday, September 23, 2016 1:52 PM
To: Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey
Cc: Jim Anderson
Subject: Snoqualmie Valley Athletic Center

Dear Planning Commission,

A new sports facility to compliment the growth of the valley, great news! Three perspectives to share with you:

1. As a founding board member of the Snoqualmie Valley YMCA I keenly understand the issues facing young people in our community. Lack of access is the first reason for youth to find a way to participate in less productive or sometimes destructive activities. Without enough fields in our immediate area to support our own community many kids will have to travel to neighboring communities and unfortunately many can't for various reasons.
2. As a parent who has raised two active children it is obvious our facilities are stretched and their current "worn" status shows the high utilization.
3. As a valley resident I understand the economic value this facility can bring to our community. Most important is the close proximity to North Bend.

Don't miss this opportunity to make a positive impact on our youth and our community. There is no reason to delay action! Jim, if you or any of your peers want to discuss, I will find time.

Thank you for your consideration! Act now to help our youth!

Best regards,

JIM ANDERSON
206-949-2179 CELL

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Monday, September 26, 2016 8:32 PM
To: Mike McCarty
Subject: FW: North Bend Athletic Facility

From: Terril Perrine [tperrine@avionpartners.com]
Sent: Friday, September 23, 2016 12:56 PM
To: CouncilMember Elwood; CouncilMember Gothelf; CouncilMember Rosen; CouncilMember Pettersen; CouncilMember Kostanich; CouncilMember Volken; CouncilMember Loudenback; Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey; Ken Hearing
Cc: Wes Dover
Subject: North Bend Athletic Facility

Mayor Ken, NB City Council and Planning Commission

I would like to bring to your attention the need for your support to approve the Miller Family plan for the North Bend Athletic Facility. As you are aware the Snoqualmie Valley is now classified as a 4A High School and the baseball program at the high school is considered one of the top in the state. Last year varsity was the Kingco 4A champions and we were ranked the number two school in the entire state. Our high school program has helped young players advance to college as student athletes and even to move on to play professional sports.

With the approval of the school upgrade, the entire baseball and softball fields have been torn down and are not expected to be operational for 3 or 4 years from now. Thus we are a powerhouse high school with no place to practice or play games.

The school and community have been working closely with the Miller's North Bend Athletic Facility and their plan to create a complex for the High School to use for next season. The challenge is they need to start this project now to meet the schedule for 2017. Additionally, as the past Chairman of the North Bend Economic Development Commission, I see this complex as a means to help with community business and revenue through tournaments and activities that draw people from outside our community. This is consistent with the city's plan for economic growth through tourism and activities. The revenue opportunities for the food and beverage industry can be significant as visitors will find places to eat, fuel, and shop during tournaments.

Again I encourage you to approve the North Bend Athletic Facility project expeditiously to allow this project to get started.

Respectfully

Terril Perrine
425-269-9432

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Monday, September 26, 2016 8:32 PM
To: Mike McCarty
Subject: FW: North Bend Athletic Facility

From: Jeff Rovegno [jeffrov@microsoft.com]
Sent: Friday, September 23, 2016 10:14 AM
To: CouncilMember Elwood; CouncilMember Gothelf; CouncilMember Rosen; CouncilMember Pettersen; CouncilMember Kostanich; CouncilMember Volken; CouncilMember Loudenback; Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey
Subject: North Bend Athletic Facility

Hello

I just wanted to take a moment to express my support for the proposed North Bend Athletic Facility. This facility is much needed in our valley and will be a significant benefit to our youth. Additionally, Mt Si High School is in dire need for a quality "all-season" facility.

I appreciate your support of this proposal and expedient approval.

Thanks for all your hard work!

Jeff Rovegno

Jeff Rovegno | Sr. Construction Services Manager, Puget Sound
jeffrov@microsoft.com | mobile 425-829-9774 | <http://refweb>

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Mike McCarty

From: Elizabeth Gildersleeve
Sent: Monday, September 26, 2016 8:32 PM
To: Mike McCarty
Subject: FW: North Bend Athletic Facility

From: Ralph Ashmore [rhashmore@earthlink.net]
Sent: Friday, September 23, 2016 6:14 AM
To: Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey
Cc: CouncilMember Elwood; CouncilMember Gothelf; CouncilMember Rosen; CouncilMember Pettersen; CouncilMember Kostanich; CouncilMember Volken; CouncilMember Loudenback
Subject: North Bend Athletic Facility

City of North Bend Planning Commission,

I am writing to express my support for the proposed North Bend Athletic Facility. As a former Vice President of the Falls Little League I know firsthand how much the Snoqualmie Valley needs additional and update baseball facilities. My son is also a soccer player and his team will soon being moving their practice times to late in the evenings on school nights so they can be on a decent field. This facility is a much need asset for our community and would be used to its capacity year round.

It is my understand that time is of the essence for the developers who are trying to hit a March deadline to deliver the fields to the high school baseball and softball teams. Therefore, any delays from the City of North Bend would be detrimental. I strongly encourage your vote to approve the Development Agreement on October 18th.

Ralph Ashmore
35229 SE Fish Hatchery Rd
Fall City WA 98024
rhashmore@earthlink.net
206-949-4866

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Saturday, October 08, 2016 10:46 PM
To: Mike McCarty
Subject: FW: North Bend Athletic Facility

*but ahead of hearing
On Dev. Agreement)*

From: Rullie Harris [rullieh@gmail.com]
Sent: Friday, October 07, 2016 3:28 PM
To: Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey; CouncilMember Elwood; CouncilMember Gothelf; CouncilMember Rosen; CouncilMember Pettersen; CouncilMember Kostanich; CouncilMember Volken; CouncilMember Loudenback
Subject: North Bend Athletic Facility

I am writing in strong, and unequivocal, support for the planned athletic complex in North Bend. Our community desperately needs additional athletic facilities, such as this new project. Over the last 10 years or so, my grandson has played for the Si View Community Rec Basketball, Wildcat Select Basketball, Sno Falls Little League and All Stars, and Wildcat Junior Football. I know, first hand, how difficult it is to schedule practices and games, because of limited fields and courts. Also, having worked for the Snoqualmie Valley YMCA for 5 years, I know how limited we are in offering space to local sports groups. Please, please do everything you can to make this facility a reality. Thank you for your time and consideration of my views.

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Saturday, October 08, 2016 10:46 PM
To: Mike McCarty
Subject: FW: Proposed Sports Complex

*but ahead of hearing on
Dev. Agreement)*

From: Hossfeld, Tammy (RGP - Seattle) [Tammy.Hossfeld@rgp.com]
Sent: Friday, October 07, 2016 2:25 PM
To: Elizabeth Gildersleeve
Subject: Proposed Sports Complex

Hello;

I wanted to take the opportunity today to write to you in support of the proposed athletic complex that John and Wende Miller have undertaken. The Valley is in desperate need of facilities such as this. We are currently forced to use some subpar facilities and scheduling is a challenge due to limited fields. There is also currently no turf fields (with lights) that can be used for baseball and we are forced to travel for such necessities.

It is my hope that the Planning Commission will also see the value a first class facility such as this can provide to the community.

Thank you for your time.

Tammy

TAMMY HOSSFELD | CS MGR
W: +1 206 346 2456 | M: +1 425 941 8000 | VoIP: 1472456
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Mike McCarty

From: Elizabeth Gildersleeve
Sent: Thursday, October 13, 2016 12:21 PM
To: Mike McCarty
Subject: FW: North Bend Athletic Facility

Missed this one yesterday.

From: Jana Brady [jbrady@clipperseafoods.com]
Sent: Wednesday, October 12, 2016 9:54 AM
To: Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey
Subject: North Bend Athletic Facility

To North Bend City Council,
I understand that you are considering a proposal to build an Athletic Facility in North Bend. My kids have been in the Snoqualmie Valley School District for the past 16 years and have participated in sports at the Middle Schools and at Mount Si High School, as well as club baseball and soccer teams over the years. Mount Si HS moved up to 4A recently and competes with the top schools in the KINGCO league. Although they have done well in most sports the need for this type of facility would greatly benefit the athletes and the school district. If our kids are going to be competitive they need this type of facility to be able to train at in all weather conditions and just to have more facilities available for more kids to participate in sports is a great thing for the community. I definitely see a need for this type of facility in our community and can see it being used by a lot of teams and athletes over the years. Please allow this project to get started as soon as possible.

Thank you,

Jana Brady
206-409-4134

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Thursday, October 13, 2016 3:09 PM
To: Mike McCarty
Subject: FW: Please support the proposed Snoqualmie Valley Sports Complex

Another one.

From: Bo Smith [bosmith_@hotmail.com]
Sent: Thursday, October 13, 2016 2:39 PM
To: Elizabeth Gildersleeve; Richard Ryon; Scott Heller; gfrancher@northbendwa.gov; Mary Miller; Jim Luckey; CouncilMember Elwood; CouncilMember Gothelf; CouncilMember Rosen; CouncilMember Pettersen; CouncilMember Kostanich; CouncilMember Volken; CouncilMember Loudenback
Cc: John Miller; Wende Miller
Subject: Please support the proposed Snoqualmie Valley Sports Complex

As a parent of two young student athletes as well as a long-time volunteer junior football coach, little league baseball coach and Falls Little League board member, I want to voice my support of the proposed Snoqualmie Valley/North Bend sports complex being funded and built by John and Wende Miller.

Today, there are only two usable field turf facilities in the Snoqualmie Valley, with the Chief Kanim field finally coming on line soon. Of these three facilities, it is my understanding Jeanne Hansen and Chief Kanim are reserved for Snoqualmie Valley Youth Soccer Association. And Mt. Si, rightly so, has to serve the needs of our high school athletes. If you play football, lacrosse, softball or baseball, you are relegated to fields that either leverage school properties – many of which are minimally maintained – or the few league-owned facilities like Falls Little League’s Aldarra Field – which is in a flood plain and difficult to maintain.

Additionally, the lack of lights creates many missed opportunities. With many of these outdoor sports starting in early Spring or running into early/late Fall, the lack of daylight creates scheduling issues. Many of our communities best qualified volunteers and coaches are unable to donate their time because practices and games often start during the work day. This may sound inconsequential, but in a growing community, coaches and volunteers are important in helping to shape our student athletes into successful contributing community contributors. How many times have those of you that played youth sports, quoted one of your former coaches? And how often have you used that quote in a way to shape your children or others you volunteer to help with? Being able to recruit the right people – by being able to offer facilities that allow them time to balance work and life – is key to our community.

For the past two years, I’ve been the director of communications for Falls Little League. As part of my duties, I instituted a parent and coaching survey to understand how our board could improve the experience of our players and families and further grow little league in the Valley. The most common issue voiced by our community is the lack of all-season facilities.

The reality is that this community desperately needs all-weather, all-season, lighted facilities. And while I would have hoped our combined governments of Snoqualmie and North Bend could have developed a vision and plan, the fact that John and Wende Miller, long-time residents and contributors to our athletic community, have stepped up to fund the development of a facility that will benefit so many, should be

supported by your committee. Please, without unnecessary delay, give them the opportunity to develop a facility that will benefit our community and our student athletes.

If you have any questions, please don't hesitate to ask.

Bo Smith
6824 Cascade Ave SE
Snoqualmie, WA 98065
BoSmith@hotmail.com

bo smith | 425.785.2285

Comment 29

Mike McCarty

From: Elizabeth Gildersleeve
Sent: Thursday, October 13, 2016 3:08 PM
To: Mike McCarty
Subject: FW: Miller Project

Another one from today.

From: Brett Gorrell [brettg@festivals-inc.com]
Sent: Thursday, October 13, 2016 1:27 PM
To: Elizabeth Gildersleeve
Subject: Miller Project

Hi,

My name is Brett Gorrell. I have been raising my kids in the Valley who both currently attend Mount Si HS. I'm part of the Baseball Boosters club and I did much of the initial research and measuring of all fields in the valley and as far as Issaquah to try and find a solution for the Boys and girls baseball and softball teams being displaced by the destruction of the HS fields. I voted for the new school bond but nowhere did it say these fields would be torn down and our kids left with little to no options for 4 years. Bussing out of the area for daily practices and home games is not a reasonable option nor is it one that's even possible with the shortage of busses and drivers.

I'm writing today to stress the importance that the Planning Commission and City Council of North Bend understand how much the Miller family built facility is needed for all members of the community and for the next several years, the ONLY solution for all of the baseball teams being displaced as there is no place or field that can accommodate the size of field needed except for the Miller project complex fields. Any delay in building permits will result in the Millers not being able to complete the initial phase of the project which will accommodate all baseball and softball teams for practices and games. Unfortunately I cannot attend tonight's public hearing because of work so I'm sending this email to show my concerns that this project not be delayed.

Thanks you,
Brett Gorrell

Brett Gorrell
VP / Sponsorship & Marketing
Festivals Inc
320 East Sunset Way, Suite 100
Issaquah, WA 98027

425.295.3262 #118 / office
425.295.3269 / fax

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October 13, 2016
41502 SE Reinig Rd
Snoqualmie, WA 98065

North Bend Planning Commission

Dear Planning Commission members,

Thank you for the opportunity to comment on the recent Snoqualmie Valley Athletic Complex proposal. I would like to comment about several aspects, from several background viewpoints.

First, as a parent of grown children who participated in school and recreational sports while growing up in the valley, I fully understand the value of the opportunities this affords. My children still are friends with their team mates of years ago, and still enjoy and participate in sports.

As a member of Snoqualmie's Parks Board for a number of years, I was able to be part of the park planning and park comprehensive planning done in that city. Despite our best efforts, due to the rapid population growth, and the very youthful demographic of the upper valley population, there is a deficit of sports fields in the valley. Even changes, such as partnering with the Snoqualmie Valley Youth Soccer Association to construct artificial turf soccer fields at Jeanne Hansen Park rather than grass fields, does not remedy this shortage. So I am very pleased to see a new athletic complex being planned.

I have concerns about the specifics of the plan. This is a small site (11 acres) to pack in all that is planned. (Snoqualmie's Community Park with 2 soccer fields is about 33 acres; Jeanne Hansen, with 2 soccer fields and a football field is (I believe) 15 acres; Centennial Fields is 20.) Placing the backstops at the corners mean the foul balls will be on the trail or the roads. Could the field and building placement be adjusted to allow more space around the fields? Perhaps less development should be planned on the site.

For Snoqualmie's parks with two soccer fields, we generally planned 125 parking spaces. The Athletic Complex does not have enough parking (in my opinion) for the fields in phase one. There is more parking in phase 2, but again, not enough considering you have now added three buildings of gym space (basketball leagues, etc.) using the parking at the same time as those using the fields. I think more parking is needed for the facilities provided. Further, all the parking will end up on either Boalch Avenue or (many making a left turn against traffic) onto SR202. This will create enough of a bottleneck that I'm concerned traffic will be backed up getting in and out of the parking lot itself.

I'm also concerned about the parking location—at the far eastern area of the site. Experience at Centennial fields showed that people are reluctant to walk a long distance from parking to home plate, and tend instead to park along the road near the backstop for their game. In Snoqualmie, this means parking along both sides of the road (kids dashing across), or in the dog park parking. For the Athletic complex, this will further compound the parking situation.

Is there a long-term commitment to maintain this complex? I believe turf fields need to be replaced at about 10 year intervals, at nearly the original cost.

As a person involved for some time with Meadowbrook Farm, and present board president of the Meadowbrook Farm Preservation Association, I also have concerns about the impact on Meadowbrook.

Particularly, besides concerns about traffic, lighting, noise, buffers and mitigation proposals, I am concerned about financial impacts on Meadowbrook. I believe the city needs to recognize that the development of this complex may result in some detrimental trade-offs for Meadowbrook.

As an example, Snoqualmie's park budget, more than \$2 million, spends an average of more than \$60,000 per park per year (obviously an average, as some are mini-parks, and some large complexes.) There is a permanent staff of 8, with additional administration, and multiple seasonal workers. Meadowbrook Farm has always been on a "different" funding model, utilizing volunteers, and financially supported by the cities by a figure set in 1996, and only changed since then when North Bend's portion was cut to \$5, 000/year during the years of the moratorium. When the cities' original vision of an interpretive mission shifted to a "make money" mission, the Interpretive Center became primarily an event venue. Recent work by business consultant Tom Beckwith showed clearly that weddings and other special events in the building were the most important of the money making opportunities presently utilized to offset maintenance costs for this city-owned property. (He also concluded that, like the other municipal and utility-owned comparables, these parks comparable to Meadowbrook were community assets and tourism draws that were best given financial support.)

Weddings and other special events (memorials, parties, classes, etc) are drawn to Meadowbrook because of the quiet, peaceful country ambiance in and outside the building. Many weddings and events are held outside the building on the lawn, very close to the proposed Athletic Complex. I am very concerned that the noise generated by the complex (cheers, shouts, bells, whistles, horns, etc) will lessen the quality of the experience that draws people to Meadowbrook. You can imagine the situation of a major goal or win at the point you are reciting your wedding vows nearby! I hope that measures are required to mitigate this noise absolutely as much as possible, but fear that even so, our largest income source will be adversely affected—and the city should recognize this.

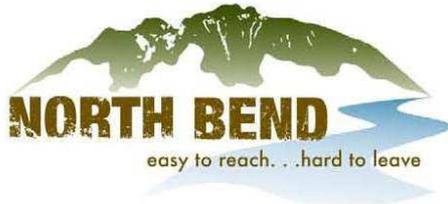
Similarly, the proposed 90' lighting poles will have a detrimental effect on the ambiance at Meadowbrook. At present all the larger trees along Gardiner Creek except one are much shorter than that, and are deciduous trees. For half the year, there will be no visual or light screen between the two properties. I hope that a large, fast-growing evergreen buffer is planned, the newest technology in focal lighting is required, and that an early curfew on the lighting is enforced.

Traffic, especially when it is backed up, will lessen the desirability of Meadowbrook as an event venue. The Meadowbrook driveway will be closer to the western fields to become preferred parking, or a drop-off point, and this will also affect rental income.

The buffers along Gardiner Creek are also a concern. Does arbitrary buffer averaging adequately protect the stream? If the buffers are "averaged" and extended into Meadowbrook, I hope that we can be part of the discussion such that site plans and changes recommended in the Meadowbrook business plan and other plans are not affected. Similarly, if mitigation measures for wetland impacts are planned to be sited on Meadowbrook, I hope that we can be part of that discussion.

Thank you for the opportunity to comment on this proposal.

Mary Norton



City Council Agenda Bill

SUBJECT:	Agenda Date: November 1, 2016	AB16-120
Public Hearing, Ordinance Setting the Property Tax Regular Levy for 2017	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	
	Finance Director – Dawn Masko	X
	Public Works Director – Mark Rigos	
Cost Impact: N/A		
Fund Source: General Fund		
Timeline: by 11/30/16		

Attachments: Ordinance (Option 1), Preliminary 2017 Property Tax Levy Limit Worksheet from King County, Public Hearing Notice

SUMMARY STATEMENT:

The City of North Bend is required to annually adopt next year’s Property Tax Levy Increase Ordinance on or before November 30th of the current year.

Three options for Council consideration are presented as follows:

Option No. 1 – 0% Increase (0% increase over 2016’s actual regular levy)

Levy a regular property tax equal to the 2016 levy of \$1,512,867 plus ZERO-percent (0%) [\$0], new construction [\$16,239], annexations [\$0] and re-levy for prior year refunds [\$680] for a total **2017 Regular Property Tax Levy of \$1,529,786**; or

Option No. 2 – 1% Increase (1% increase over 2016’s actual regular levy)

Levy a regular property tax equal to the 2016 levy of \$1,512,867 plus one-percent (1%) [\$15,129], new construction [\$16,239], annexations [\$0] and re-levy for prior year refunds [\$680] for a total **2017 Regular Property Tax Levy of \$1,544,915**; or

Option No. 3 – Banked Capacity (Total 2017 Allowable Levy)

Levy a regular property tax equal to the highest allowable 2016 levy (excluding banked capacity) of \$1,510,191 plus one-percent (1%) of highest allowable 2016 levy of \$1,550,265 [\$15,503], new construction [\$16,239], annexations [\$0], re-levy for prior year refunds [\$680] and the entire City’s “banked capacity” available in the Allowable Levy [\$40,074] (which is in addition to the 1% increase of \$15,503) for a total **2017 Regular Property Tax Levy of \$1,582,687**.

The 2017 Proposed Budget assumes Option No. 1 - a regular property tax levy equal to \$1,529,786.

A chart outlining the impact to the average home owner for all options is listed below.

Impact to Average Home Owner (based on \$400,000 average home value)			
	Levy Rate	Annual Amount	Monthly Amount
Current - 2016	\$1.38942	\$555.77	\$46.31
Option No. 1	\$1.28564	\$514.26	\$42.86
Option No. 2	\$1.29835	\$519.34	\$43.28
Option No. 3	\$1.33010	\$532.04	\$44.34

Under Option #1, the 2017 property tax levy equates to a decrease from the current rate of \$1.38942 per \$1,000 assessed valuation to an expected rate of \$1.28564 per \$1,000 of assessed valuation. Accordingly, an average North Bend single-family home having a value of approximately \$400,000 would be assessed approximately \$43 per month in 2017 (as opposed to \$46 per month in 2016).

City Council Agenda Bill

However, Council has the option of increasing by the 1% statutory limit above the regular 2016 levy and/or approving the use of banked property tax levy capacity. Council may wish to consider using such banked funds [\$40,074] for a dedicated purpose (e.g. pavement overlay projects, additional public safety resources and/or downtown development projects). Additionally, Council can choose to increase the regular levy rate at a percentage amount less than the 1% statutory limit.

COMMITTEE REVIEW AND RECOMMENDATION: This item will be reviewed at the November 1st Finance & Administration Committee.

RECOMMENDED ACTION: **MOTION to continue the Public Hearing on the Ordinance Setting the 2017 Property Tax Levy until the November 15, 2016 City Council meeting.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 1, 2016	Public Hearing Only	

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING 2017 PROPERTY TAX LEVIES CONSISTING OF THE CITY’S REGULAR LEVY AND A VOTER-APPROVED EXCESS LEVY FOR UNLIMITED GENERAL OBLIGATION BONDS INTEREST AND REDEMPTION

WHEREAS, the City Council of the City of North Bend has properly given notice of the public hearing held on November 1, 2016 to consider the City’s revenue sources for the 2017 budget, including the consideration of possible increases in property tax revenues; and

WHEREAS, the City of North Bend’s actual levy amount from the previous year was \$1,512,867; and

WHEREAS, the King County Assessor has notified the City Council of the City of North Bend that the assessed valuation of property lying within the boundaries of said City for the assessment year 2016 is \$1,189,903,001; and

WHEREAS, the City Council of the City of North Bend, after hearing and duly considering all relevant testimony presented, has determined that the City of North Bend should adopt a regular property tax levy in the estimated amount of \$1,529,786, which includes a 0% increase [\$0] in regular property tax revenue over the 2016 actual regular property tax levy [\$1,512,867], plus revenue resulting from the addition of new construction & improvements to property [\$16,239], plus revenue resulting from the re levy for prior year refunds [\$680], in order to discharge the expected expenses and obligations of the City; and

WHEREAS, voters approved an excess property tax levy for unlimited general obligation bonds, proceeds of which were used to pay for the construction of a new fire station; and

WHEREAS, the City is required to set and establish the property tax levy rate for voted excess levies for general obligation bond issues approved by the voters, including subsequent refunded bond issues, subject to the limitations imposed by law; and

WHEREAS, the City of North Bend needs a tax levied to raise revenue to provide for the interest and redemption of voter-approved unlimited general obligation bonds for the fiscal year of 2017 in the amount of \$179,100 which tax is applicable to all taxable property within the City of North Bend; and

WHEREAS, the below is a true and complete listing of property tax levies for the City of North Bend for tax year 2017 and they are within the maximums established by law:

Regular (Statutory) Levy	
Expense Fund	\$1,529,106
Refunds	\$680
Total Regular Levy	\$1,529,786
Excess (Voter Approved) Levy:	
G.O. Bonds Fund Levy	\$179,100
Total Property Taxes Requested:	\$1,708,886

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

Section 1. Regular Property Tax Levy. A regular property tax is hereby levied for year 2017 in the amount of \$1,529,786, which is a zero percent (0%) increase from the 2016 actual regular property tax levy. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property, any increase in the value of state-assessed property, and any additional amounts resulting from annexations that have occurred and refunds made.

Section 2. Voter-Approved Excess Property Tax Levy for Unlimited General Obligation Bonds. In addition to the above regular property tax levy for the ensuing fiscal year of 2017, a tax is hereby levied to raise revenue to provide for the interest and redemption of voter-approved unlimited general obligation bonds for the fiscal year of 2017 in the amount of \$179,100. This tax is applicable to all taxable property within the City of North Bend.

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

Section 4. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force on January 1, 2017.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF NOVEMBER, 2016.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective: January 1, 2017

Susie Oppedal, City Clerk

PRELIMINARY

LEVY LIMIT WORKSHEET – 2017 Tax Roll

TAXING DISTRICT: City of North Bend

The following determination of your regular levy limit for 2017 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Library District (Note 1) Estimated Library rate: 0.40190

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
1,550,265	Levy basis for calculation: (2016 Limit Factor) (Note 2)	1,550,265
1.0100	x Limit Factor	1.0095
1,565,768	= Levy	1,565,039
11,687,603	Local new construction	11,687,603
0	+ Increase in utility value (Note 3)	0
11,687,603	= Total new construction	11,687,603
1.38942	x Last year's regular levy rate	1.38942
16,239	= New construction levy	16,239
1,582,007	Total Limit Factor Levy	1,581,278
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
1,582,007	Total Limit Factor Levy + new lid lifts	1,581,278
1,189,903,001	÷ Regular levy assessed value less annexations	1,189,903,001
1.32953	= Annexation rate (cannot exceed statutory maximum rate)	1.32891
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
1,582,007	+ Limit Factor Levy	1,581,278
1,582,007	= Total RCW 84.55 levy	1,581,278
680	+ Relevy for prior year refunds (Note 5)	680
1,582,687	= Total RCW 84.55 levy + refunds	1,581,958
	Levy Correction: Year of Error _____ (+or-)	
1,582,687	ALLOWABLE LEVY (Note 6)	1,581,958
Increase Information (Note 7)		
1.33010	Levy rate based on allowable levy	1.32948
1,512,867	Last year's ACTUAL regular levy	1,512,867
52,901	Dollar increase over last year other than N/C – Annex	52,172
3.50%	Percent increase over last year other than N/C – Annex	3.45%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	1,189,903,001
	x Maximum statutory rate	3.19810
	= Maximum statutory levy	3,805,429
	+Omitted assessments levy	0
	=Maximum statutory levy	3,805,429
	Limit factor needed for statutory levy	Not usable

ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.
Please read carefully the notes on the reverse side.

10/27/16 2:38 PM
LevyLimitWS.doc

Notes:

- 1) Rates for fire districts and the library district are estimated at the time this worksheet is produced. Fire district and library district rates affect the maximum allowable rate for cities annexed to them. These rates *will* change, mainly in response to the actual levy requests from the fire and library districts. Hence, affected cities may have a higher or lower allowable levy rate than is shown here when final levy rates are calculated.
- 2) This figure shows the maximum *allowable levy*, which may differ from any actual prior levy if a district has levied less than its maximum in prior years. The maximum allowable levy excludes any allowable refund levy if the maximum was based on a limit factor. The maximum allowable levy excludes omitted assessments if the maximum was determined by your district's statutory rate limit. If your district passed a limit factor ordinance in the year indicated, that limit factor would help determine the highest allowable levy. However, if the statutory rate limit was more restrictive than your stated limit factor, the statutory rate limit is controlling.
- 3) Any increase in value in state-assessed property is considered to be new construction value for purposes of calculating the respective limits. State-assessed property is property belonging to inter-county utility and transportation companies (telephone, railroad, airline companies and the like).
- 4) An omitted assessment is property value that should have been included on a prior year's roll but will be included on the tax roll for which this worksheet has been prepared. Omitted are assessed and taxed at the rate in effect for the year omitted (RCW 84.40.080-085). Omitted assessments tax is deducted from the levy maximum before calculating the levy rate for current assessments and added back in as a current year's receivable.
- 5) Administrative refunds under RCW 84.69.020 were removed from the levy lid by the 1981 legislature.
- 6) A district is entitled to the lesser of the maximum levies determined by application of the limit under RCW 84.55 and the statutory rate limit. Levies may be subject to further proration if aggregate rate limits set in Article VII of the state constitution and in RCW 84.52.043 are exceeded.
- 7) This section is provided for your information, and to assist in preparing any Increase Ordinance that may be required by RCW 84.55.120. The increase information compares the allowable levy for the next tax year with your ACTUAL levy being collected this year. The actual levy excludes any refund levy and expired temporary lid lifts, if applicable. New construction, annexation and refund levies, as well as temporary lid lifts in their initial year, are subtracted from this year's *allowable* levy before the comparison is made.
- 8) ***Assessed valuations shown are subject to change from error corrections and appeal board decisions recorded between the date of this worksheet and final levy rate determination.***

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

NOTICE OF PUBLIC HEARING

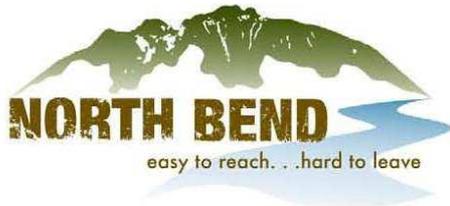
Notice is hereby given that the North Bend City Council will hold a public hearing to receive comments on setting the Property Tax Levy for 2017. The hearing will take place during the Regular City Council Meeting on Tuesday November 1, 2016, 7:00 P.M., at the Mt Si Senior Center, 411 Main Avenue South, North Bend, WA.

Comments may be submitted in writing to the City Clerk's Office at City Hall, 211 Main Avenue N. (P.O. Box 896) North Bend, WA 98045, up to the close of business, (4:30 P.M.) Monday, October 31, 2016 or verbally during the public hearing.

Further information is available by contacting Assistant City Administrator/Finance Director Dawn Masko at (425) 888-7630.

Published: October 12 and October 19, 2016

Posted: October 12, 2016



City Council Agenda Bill

SUBJECT:	Agenda Date: November 1, 2016	AB16-121								
A Resolution Accepting the EJ Roberts Park Improvements Capital Project as Complete and Authorizing the Release of Retainage	Department/Committee/Individual									
	Mayor Ken Hearing									
	City Administrator – Londi Lindell									
	City Attorney - Mike Kenyon									
	City Clerk – Susie Oppedal									
	Community & Economic Development – Gina Estep									
	Finance – Dawn Masko									
	Public Works – Mark Rigos, P.E.	X								
Cost Impact: N/A										
Fund Source: N/A										
Timeline: Immediate										
Attachments: Resolution										
<p>SUMMARY STATEMENT:</p> <p>Soft cost consultant analysis and design services such as surveying, site plan preparation, bridge analysis and engineering, landscaping design, and floodplain analysis for the EJ Roberts Park Improvements capital project occurred in 2015. The advertising period for construction bids was August 12 - 26, 2015. On August 27, 2015 two bids were received and opened at North Bend City Hall, the lowest bid coming from Terra Dynamics (from Auburn, WA) in the amount of \$241,948.85 including taxes. Terra Dynamics began construction in fall 2015. Substantial and physical completion occurred in Spring 2016. The City took ownership of the improvements shortly thereafter, and a ribbon cutting ceremony was held around the same time. The following table provides construction costs paid to Terra Dynamics:</p> <table border="1"> <thead> <tr> <th></th> <th>Contract Price</th> </tr> </thead> <tbody> <tr> <td>Original bid from Terra Dynamics</td> <td>\$ 241,948.85</td> </tr> <tr> <td>Change Order #1 – Add hot mix asphalt to both sides of bridge connection / transition</td> <td>\$ 896.37</td> </tr> <tr> <td>Final construction cost from Terra Dynamics</td> <td>\$ 242,845.22</td> </tr> </tbody> </table> <p>The City approved one small change order. Funding for the analysis, design, permitting and construction was provided by the City’s Park Impact Fee account. Retainage cannot be released until the project has been accepted by City Council, all liens have been satisfied, if any, and all taxes have been paid. Upon receipt of all necessary documentation, retainage will be released.</p>				Contract Price	Original bid from Terra Dynamics	\$ 241,948.85	Change Order #1 – Add hot mix asphalt to both sides of bridge connection / transition	\$ 896.37	Final construction cost from Terra Dynamics	\$ 242,845.22
	Contract Price									
Original bid from Terra Dynamics	\$ 241,948.85									
Change Order #1 – Add hot mix asphalt to both sides of bridge connection / transition	\$ 896.37									
Final construction cost from Terra Dynamics	\$ 242,845.22									
<p>COMMITTEE REVIEW AND RECOMMENDATION: Close out of this contract has not been brought up during Transportation and Public Works (TPW) Committee meetings.</p>										
<p>RECOMMENDED ACTION: MOTION to approve AB16-121, a resolution accepting EJ Roberts Park Improvements Capital Project as complete and authorizing the release of retainage.</p>										
RECORD OF COUNCIL ACTION										
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>								
November 1, 2016										

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE CONSTRUCTION WORK FOR THE EJ ROBERTS PARK CAPITAL IMPROVEMENTS PROJECT AND AUTHORIZING THE RELEASE OF RETAINAGE

WHEREAS, the City had available funds in the Park Impact Fee account to provide funds for the EJ Roberts Park Capital Improvements; and

WHEREAS, the City contracted with Scott Holsapple Design for design services for the EJ Roberts Capital Improvements; and

WHEREAS, upon completion of design, advertisement was made from August 12-26, 2015 for two (2) weeks for construction bids; and

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

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

WHEREAS, the construction of the EJ Roberts Park was declared Substantially Complete on April 12, 2016; and

WHEREAS, the final construction cost of the project was \$242,845.22, with one (1) change order; and

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

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

Section 1. The City of North Bend accepts the Terra Dynamics work on the EJ Roberts Park Capital Improvements Project.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF
NOVEMBER, 2016.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

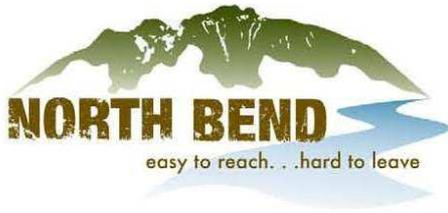
Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: November 1, 2016		AB16-122		
<p>A Resolution Granting Final Plat Approval of John Day Homes Ranger Station Cottages</p> <p>Cost Impact: N/A</p> <p>Fund Source: N/A</p> <p>Timeline: Immediate</p>		Department/Committee/Individual				
		Mayor Ken Hearing				
		City Administrator – Londi Lindell				
		City Attorney - Mike Kenyon				
		City Clerk – Susie Oppedal				
		Community & Economic Development – Gina Estep				
		Finance – Dawn Masko				
		Public Works – Mark Rigos, P.E.				X
Attachments: Resolution, Final Plat Map						
<p>SUMMARY STATEMENT:</p> <p>John Day Homes owns two tax parcels #102308-9009 (2.66 acres) and #102308-9059 (5.98 acres) located near the intersection of Thrasher Avenue NE / NE 3rd Street and has been developing the Ranger Station Cottages. This project received preliminary plat approval several years ago to subdivide the two parcels into 55 single family residential lots. Construction has been ongoing for the past 12 months.</p> <p>John Day Homes has submitted a Final Plat application for the Ranger Station Cottages, subject to compliance with all applicable regulations. This will encompass 55 cottage homes and all of the road infrastructure and utilities. The floodplain compensatory storage requirements have been met. Construction of the onsite infrastructure and utilities has been inspected and are nearly approved by the City. The developer has submitted bonds to address several offsite improvements and onsite landscaping. The Bill of Sale will occur later when the project’s punch list items and offsite improvements have been completed.</p> <p>Based on the analysis for meeting North Bend Municipal Code requirements as well as the preliminary plat conditions, staff recommends Final Plat Approval of the Ranger Station Cottages.</p>						
<p>COMMITTEE REVIEW AND RECOMMENDATION: Final Plat Approval was placed on the April Transportation and Public Works Committee agenda but was not discussed.</p>						
<p>RECOMMENDED ACTION: MOTION to approve AB16-122, a resolution granting final plat approval of the Ranger Stations Cottages development.</p>						
RECORD OF COUNCIL ACTION						
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>		
November 1, 2016						

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR RANGER STATION COTTAGES

WHEREAS, on February 22, 2010, the City Hearing Examiner granted applicant John Day Homes Preliminary Plat Approval for Ranger Station Cottages; and

WHEREAS, in the Hearing Examiner's Preliminary Plat Approval and consistent with City regulations, the Council has authorized the development of the plat; and

WHEREAS, John Day Homes has requested final plat approval; and

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

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

WHEREAS, the applicant has secured a bond guaranteeing completion of the infrastructure improvements required by the Preliminary Plat Approval, approved engineering plans, and shall further complete Bills of Sale and other necessary administrative tasks including providing full as-built plans and GIS requirements, as set forth in the Developer Extension Agreement between John Day Homes and the City of North Bend dated February 22, 2010 ("the DEA");

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

Section 1. Authorization. The Council finds that all conditions of the Ranger Station Cottages Preliminary Plat Approval set forth in the Hearing Examiner's decision have been satisfied, or that adequate security has been posted to ensure the full and prompt satisfaction of said improvements. Accordingly, the final plat of Ranger Station Cottages Subdivision is hereby approved on condition that the owner has secured a bond guaranteeing completion of the infrastructure improvements required by the Preliminary Plat Approval and include the North Bend Way / Thrasher Avenue intersection widening

and Thrasher Avenue parking strip. The owner shall further complete Bills of Sale and other necessary administrative tasks as set forth in and required by the DEA.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF NOVEMBER, 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

THE COTTAGES AT RANGER STATION

A PORTION OF NE 1/4, SW 1/4 SECTION 10, TOWNSHIP 23 N., RANGE 8 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

DEDICATION

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

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

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

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

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

COJ HOLDINGS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOHN R. DAY SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE PRESIDENT OF COJ HOLDINGS, LLC, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

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

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

CITY OF NORTH BEND APPROVALS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

CED DIRECTOR

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

PUBLIC WORKS DIRECTOR/CITY ENGINEER

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

DATED THIS _____ DAY OF _____, 20____.

FINANCE DIRECTOR

KING COUNTY ASSESSOR

ACCOUNT NO. 102308-9009 & 102308-9059
EXAMINED AND APPROVED BY THE KING COUNTY DEPARTMENT OF ASSESSMENTS THIS _____ DAY OF _____, 20____.

KING COUNTY ASSESSOR

DATE

DEPUTY ASSESSOR

DATE

KING COUNTY FINANCE DIVISION CERTIFICATE

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

DATED THIS _____ DAY OF _____, 20____.

MANAGER,
KING COUNTY OFFICE OF FINANCE

DATE

DEPUTY

DATE

COVENANTS

ALL LOTS AND TRACTS WITHIN THIS PLAT ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES AT RANGER STATION HOMEOWNERS ASSOCIATION AGREEMENT RECORDED UNDER RECORDING NUMBER _____ RECORDS OF KING COUNTY, WASHINGTON

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF THE COTTAGES AT RANGER STATION IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND; THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.



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

RECORDER'S CERTIFICATE

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

DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPERINTENDENT OF RECORDS



Plan. Design. Manage
CIVIL & STRUCTURAL ENGINEERING | LAND SURVEYING | PLANNING
PROJECT MANAGEMENT | FEASIBILITY | PERMIT EXPEDITING

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THE COTTAGES AT RANGER STATION

A PORTION OF NE 1/4, SW 1/4 SECTION 10, TOWNSHIP 23 N., RANGE 8 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 10, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING ON THE NORTH LINE OF SAID SUBDIVISION 25 FEET EAST OF THE NORTHWEST CORNER THEREOF;
THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 25 FEET OF SAID SUBDIVISION, 412.55 FEET, MORE OR LESS, TO THE NORTHERLY CORNER OF A TRACT CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED UNDER RECORDING NO. 3336019;
THENCE SOUTH 55° 15' EAST, ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 120 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 55° 15' EAST, 866.71 FEET;
THENCE NORTH 34° 43' EAST, 350 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD RIGHT-OF-WAY;
THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTERLY LINE, TO THE SOUTH LINE OF THE NORTH 165 FEET OF SAID SUBDIVISION;
THENCE WESTERLY, ALONG SAID SOUTH LINE, TO THE EAST LINE OF SAID WEST 25 FEET THEREOF;
THENCE SOUTHERLY, ALONG SAID EAST LINE, 177.5 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF A TRACT DESCRIBED IN CONTRACT TO LEROY BERGSTROM, RECORDED UNDER KING COUNTY RECORDING NO. 7810310468;
THENCE SOUTHEASTERLY, 120 FEET TO A POINT 100 FEET NORTHERLY OF THE TRUE POINT OF BEGINNING;
THENCE SOUTHERLY, 100 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

RESTRICTIONS OF RECORD

- PER OLD REPUBLIC TITLE, LTD. PLAT CERTIFICATE, ORDER NO. 5207134323, DATED JANUARY 15, 2016;
- RIGHTS OF PARTIES IN POSSESSION AND CLAIMS THAT MAY BE ASSERTED UNDER UNRECORDED INSTRUMENTS, IF ANY.
 - AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING GRANTED TO: PUGET SOUND POWER AND LIGHT COMPANY FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINES RECORDING NUMBER: 2993982 AFFECTS: EASTERLY PORTION OF SAID PREMISES
 - MATTERS AS CONTAINED OR REFERRED TO IN AN INSTRUMENT, ENTITLED: SURVEY RECORDING NUMBER: 0810259002 AFFECTS: THE WESTERLY PROPERTY LINE
 - MATTERS AS CONTAINED OR REFERRED TO IN AN INSTRUMENT, ENTITLED: SURVEY RECORDING NUMBER: 9008069015 WHICH AMONG OTHER THINGS, SAID SURVEY DELINEATES AN ENCRDACHMENT OF A WIRE FENCE ALONG THE SOUTHEASTERLY BOUNDARY LINE.
 - MATTERS AS CONTAINED OR REFERRED TO IN AN INSTRUMENT, ENTITLED: SURVEY RECORDING NUMBER: 2000112890001 WHICH AMONG OTHER THINGS, SAID SURVEY DELINEATES A WIRE FENCE ALONG THE SOUTHWESTERLY BOUNDARY LINE.
 - AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING INSTRUMENT: EASEMENT GRANTED TO: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR THE RIGHT TO USE THE EASEMENT AREA TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, IMPROVE, REMOVE AND ENLARGE ONE OR MORE UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICITY GRANTEE SHALL HAVE THE RIGHT TO CUT, REMOVE AND DISPOSE OF ANY AND ALL BRUSH, TREES OR OTHER VEGETATION IN THE EASEMENT AREA. GRANTEE SHALL ALSO HAVE THE RIGHT TO CONTROL, ON A CONTINUING BASIS AND BY ANY PRUDENT AND REASONABLE MEANS, THE ESTABLISHMENT AND GROWTH OF BRUSH, TREES OR OTHER VEGETATION IN THE EASEMENT AREA. RECORDING NUMBER: 2009101300037 AFFECTS: THE NORTHERLY 2 FEET OF SAID PREMISES
 - TERMS AND PROVISIONS AS CONTAINED IN AN INSTRUMENT, ENTITLED: RECORD OF SURVEY RECORDING NUMBER: 2010120990003
 - 2016 TAXES, A LIEN, NOT YET DUE AND PAYABLE. TAX ACCOUNT NO. 102308-9009-05 AFFECTS A PORTION OF SAID PREMISES
 - 2016 TAXES, A LIEN, NOT YET DUE AND PAYABLE. TAX ACCOUNT NO. 102308-9059-04 AFFECTS THE REMAINDER OF SAID PREMISES
 - INSTALLMENT ASSESSMENT LEVIED BY: NORTH BEND FOR: SEWER LID NO. 6 AFFECTS A PORTION OF SAID PREMISES
 - GENERAL TAXES, PLUS INTEREST AND PENALTY AFTER DELINQUENT; 1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1 YEAR: 2015 TAX ACCOUNT NO. 102308-9009-05 AFFECTS A PORTION OF SAID PREMISES
 - GENERAL TAXES, PLUS INTEREST AND PENALTY AFTER DELINQUENT; 1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1 YEAR: 2015 TAX ACCOUNT NO. 102308-9059-04 AFFECTS THE REMAINDER OF SAID PREMISES

UTILITY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO THE CITY OF NORTH BEND, PUGET SOUND ENERGY, INC., AND AT&T CABLE COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE PRIVATE STREETS(S), IF ANY; AND THE EXTERIOR TEN (10) FEET OF LOTS 1 THROUGH 31, AND TRACTS A, B, G AND X AND SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING ALL STREET(S); IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, GAS, TELEPHONE, TELEVISION AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE STREETS, LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

GENERAL NOTES

- INSTRUMENTATION FOR THIS SURVEY WAS A 1 SECOND THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-090.
- LOTS AND STRUCTURES LOCATED WITHIN FLOOD HAZARD AREAS MAY BE INACCESSIBLE TO EMERGENCY VEHICLES DURING FLOOD EVENTS. RESIDENTS AND PROPERTY OWNERS SHOULD TAKE APPROPRIATE ADVANCE PRECAUTIONS TO PROVIDE ACCESS. PLEASE CONTACT THE CITY OF NORTH BEND FOR REGULATIONS PERTAINING TO DEVELOPMENT WITHIN FLOOD HAZARD AREAS.
- ALL STORMWATER TREATMENT, INFILTRATION, AND DETENTION FACILITIES SHALL REMAIN THE PROPERTY OF THE HOMEOWNERS ASSOCIATION AND MAINTENANCE OF SAID FACILITIES SHALL BE THE RESPONSIBILITY OF THE HOA. THE DRAINAGE FACILITIES OTHER THAN ROOF DRAINS IN THE STREET RIGHTS-OF-WAY SHALL BE OWNED AND MAINTAINED BY THE CITY. MAINTENANCE OF ROOF DRAINS SHALL REMAIN THE RESPONSIBILITY OF THE OWNER OF THE BENEFITTING HOUSE(S).
- ALL DEVELOPMENT SHALL MEET THE NORTH BEND PERFORMANCE STANDARDS SET FORTH IN NBMC 18.10.050, SECTION 1.6, IN EFFECT AS OF THE DATE OF THIS APPROVAL.
- OPEN SPACE/DRAINAGE TRACT A IS CONVEYED IN THE DEDICATION ON SHEET 1 TO THE COTTAGES AT RANGER STATION HOMEOWNERS ASSOCIATION. THIS TRACT WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- OPEN SPACE/DRAINAGE TRACT B IS CONVEYED IN THE DEDICATION ON SHEET 1 TO THE COTTAGES AT RANGER STATION HOMEOWNERS ASSOCIATION. THIS TRACT WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- OPEN SPACE/DRAINAGE TRACT C IS CONVEYED IN THE DEDICATION ON SHEET 1 TO THE COTTAGES AT RANGER STATION HOMEOWNERS ASSOCIATION. THIS TRACT WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- OPEN SPACE/DRAINAGE TRACT D IS CONVEYED IN THE DEDICATION ON SHEET 1 TO THE COTTAGES AT RANGER STATION HOMEOWNERS ASSOCIATION. THIS TRACT WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- PUBLIC OPEN SPACE/DRAINAGE TRACT X IS CONVEYED IN THE DEDICATION ON SHEET 1 TO THE CITY OF NORTH BEND. THIS TRACT WILL BE MAINTAINED BY THE CITY OF NORTH BEND.
- OPEN SPACE/DRAINAGE TRACT Y IS CONVEYED IN THE DEDICATION ON SHEET 1 TO THE COTTAGES AT RANGER STATION HOMEOWNERS ASSOCIATION. THIS TRACT WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- ALLEY TRACT E IS CONVEYED IN THE DEDICATION ON SHEET 1 TO THE COTTAGES AT RANGER STATION HOMEOWNERS ASSOCIATION. THIS TRACT WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- ALLEY TRACT F IS CONVEYED IN THE DEDICATION ON SHEET 1 TO THE COTTAGES AT RANGER STATION HOMEOWNERS ASSOCIATION. THIS TRACT WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- ALLEY TRACT G IS CONVEYED IN THE DEDICATION ON SHEET 1 TO THE COTTAGES AT RANGER STATION HOMEOWNERS ASSOCIATION. THIS TRACT WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- TRACT H IS OWNED AND MAINTAINED BY JOHN DAY HOMES, INC.
- FRONT YARDS - THE BUILDING LOT SHALL BE BLADED PRIOR TO PLANTING TO REMOVE ROCKS AND DEBRIS. AT A MINIMUM, THE FRONT YARD OF ALL NEW LOTS AND ANY SIDE YARD ABUTTING A STREET SHALL BE SODED OR SEEDED WITH GRASS OR OTHERWISE LANDSCAPED AND SHALL INCLUDE A MINIMUM OF ONE DECIDUOUS TREE.
- PURSUANT TO NBMC 19.06.110 (C), ENERGY USE FOR ALL STREET LIGHTING INTERNAL TO THE SUBDIVISION SHALL BE PAID FOR BY THE COTTAGES AT RANGER STATION HOMEOWNERS ASSOCIATION.
- THIS PROPERTY IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN AS MAPPED ON APRIL 19, 2005 FLOOD INSURANCE RATE MAP. A FLOODPLAIN DEVELOPMENT PERMIT FROM THE CITY OF NORTH BEND IS REQUIRED FOR ANY STRUCTURES CONSTRUCTED WITHIN THE FLOODPLAIN, DEMONSTRATING CONFORMANCE TO ALL APPLICABLE FLOODPLAIN DEVELOPMENT REGULATIONS.
- THE LANDSCAPING WITHIN THE CUL-DE-SAC ISLAND ON NE 2ND STREET SHALL BE MAINTAINED BY THE COTTAGES AT RANGER STATION HOMEOWNERS ASSOCIATION.
- SINGLE FAMILY RESIDENCES AND OTHER IMPROVEMENTS CONSTRUCTED ON THE LOTS CREATED BY THIS SUBDIVISION MUST IMPLEMENT THE FLOW CONTROL BEST MANAGEMENT PRACTICES (BMPs) STIPULATED IN THE DRAINAGE PLAN DECLARATION OF COVENANT AND GRANT OF EASEMENT RECORDED FOR EACH LOT. COMPLIANCE WITH THIS STIPULATION MUST BE ADDRESSED IN THE SMALL PROJECT DRAINAGE PLAN SUBMITTED FOR DRAINAGE REVIEW WHEN APPLICATION IS MADE FOR A SINGLE FAMILY RESIDENTIAL BUILDING PERMIT FOR THE LOT.

WATER AND SANITARY SEWER EASEMENT PROVISION

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

PRIVATE EASEMENT PROVISION

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



BEYLER CONSULTING
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PROJECT MANAGEMENT | TRAFFIC STUDIES | PRELIMINARY ENGINEERING

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THE COTTAGES AT RANGER STATION

A PORTION OF NE 1/4, SW 1/4 SECTION 10, TOWNSHIP 23 N., RANGE 8 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

EASEMENT NOTES

1. THE 18-FOOT PRIVATE INGRESS AND EGRESS EASEMENT WITHIN LOT 4 AND LOT 5 IS FOR THE BENEFIT OF LOT 4 AND LOT 5. THE OWNERS OF SAID LOTS 4 AND 5 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY WITHIN SAID EASEMENT.
2. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 4 IS FOR THE BENEFIT OF LOT 5. THE OWNER OF SAID LOT 5 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
3. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 5 IS FOR THE BENEFIT OF LOT 6. THE OWNER OF SAID LOT 6 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
4. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 6 IS FOR THE BENEFIT OF LOT 7. THE OWNER OF SAID LOT 7 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
5. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 7 IS FOR THE BENEFIT OF LOT 8. THE OWNER OF SAID LOT 8 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
6. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 8 IS FOR THE BENEFIT OF LOT 9. THE OWNER OF SAID LOT 9 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
7. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 9 IS FOR THE BENEFIT OF LOT 10. THE OWNER OF SAID LOT 10 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
8. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 10 IS FOR THE BENEFIT OF LOT 11. THE OWNER OF SAID LOT 11 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
9. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 11 IS FOR THE BENEFIT OF LOT 12. THE OWNER OF SAID LOT 12 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
10. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 18 IS FOR THE BENEFIT OF LOT 19. THE OWNER OF SAID LOT 19 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
11. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 19 IS FOR THE BENEFIT OF LOT 20. THE OWNER OF SAID LOT 20 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
12. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 20 IS FOR THE BENEFIT OF LOT 21. THE OWNER OF SAID LOT 21 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
13. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 21 IS FOR THE BENEFIT OF LOT 22. THE OWNER OF SAID LOT 22 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
14. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 22 IS FOR THE BENEFIT OF LOT 23. THE OWNER OF SAID LOT 23 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
15. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 23 IS FOR THE BENEFIT OF LOT 24. THE OWNER OF SAID LOT 24 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
16. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 24 IS FOR THE BENEFIT OF LOT 25. THE OWNER OF SAID LOT 25 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
17. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 25 IS FOR THE BENEFIT OF LOT 26. THE OWNER OF SAID LOT 26 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
18. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 26 IS FOR THE BENEFIT OF LOT 27. THE OWNER OF SAID LOT 27 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
19. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 29 IS FOR THE BENEFIT OF LOT 28. THE OWNER OF SAID LOT 28 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
20. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 30 IS FOR THE BENEFIT OF LOT 29. THE OWNER OF SAID LOT 29 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
21. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN LOT 31 IS FOR THE BENEFIT OF LOT 30. THE OWNER OF SAID LOT 30 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
22. THE 5-FOOT PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT WITHIN TRACT C IS FOR THE BENEFIT OF LOT 31. THE OWNER OF SAID LOT 31 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY AND STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
23. THE 10-FOOT PRIVATE STORM DRAINAGE EASEMENT WITHIN TRACT X IS FOR THE BENEFIT OF LOTS 51 THROUGH 55. THE OWNERS OF SAID LOTS 51 THROUGH 55 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.
24. THE 10-FOOT PRIVATE STORM DRAINAGE EASEMENT WITHIN TRACT A IS FOR THE BENEFIT OF LOTS 46 THROUGH 50. THE OWNERS OF SAID LOTS 46 THROUGH 50 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.
25. THE 10-FOOT PRIVATE STORM DRAINAGE EASEMENT WITHIN TRACT A IS FOR THE BENEFIT OF LOTS 42 THROUGH 45. THE OWNERS OF SAID LOTS 42 THROUGH 45 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.
26. THE 10-FOOT PRIVATE STORM DRAINAGE EASEMENT WITHIN TRACT B IS FOR THE BENEFIT OF LOTS 38 THROUGH 41. THE OWNERS OF SAID LOTS 38 THROUGH 41 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

EASEMENT NOTES

27. THE 10-FOOT PRIVATE STORM DRAINAGE EASEMENT WITHIN TRACT B IS FOR THE BENEFIT OF LOTS 35 THROUGH 37. THE OWNERS OF SAID LOTS 35 THROUGH 37 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.
28. THE 10-FOOT PRIVATE STORM DRAINAGE EASEMENT WITHIN TRACT C IS FOR THE BENEFIT OF LOTS 32 THROUGH 34. THE OWNERS OF SAID LOTS 32 THROUGH 34 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.
29. THE 20-FOOT PRIVATE INGRESS AND EGRESS EASEMENTS WITHIN TRACT Y AND ADJOINING TRACT E, TRACT F AND TRACT G ARE FOR THE BENEFIT OF TRACT E, TRACT F AND TRACT G. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY WITHIN SAID EASEMENTS.
30. THE 10-FOOT PUBLIC STORM DRAINAGE EASEMENT WITHIN TRACT Y IS HEREBY RESERVED FOR AND GRANTED UPON THE RECORDING OF THIS PLAT, TO THE CITY OF NORTH BEND FOR PUBLIC STORM DRAINAGE FACILITIES. THE CITY OF NORTH BEND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PUBLIC STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT.
31. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 5 IS FOR THE BENEFIT OF LOT 4 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 4 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
32. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 6 IS FOR THE BENEFIT OF LOT 5 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 5 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
33. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 7 IS FOR THE BENEFIT OF LOT 6 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 6 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
34. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 8 IS FOR THE BENEFIT OF LOT 7 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 7 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
35. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 9 IS FOR THE BENEFIT OF LOT 8 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 8 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
36. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 10 IS FOR THE BENEFIT OF LOT 9 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 9 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
37. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 11 IS FOR THE BENEFIT OF LOT 10 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 10 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
38. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 12 IS FOR THE BENEFIT OF LOT 11 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 11 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
39. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 19 IS FOR THE BENEFIT OF LOT 18 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 18 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
40. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 20 IS FOR THE BENEFIT OF LOT 19 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 19 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
41. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 21 IS FOR THE BENEFIT OF LOT 20 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 20 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
42. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 22 IS FOR THE BENEFIT OF LOT 21 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 21 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
43. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 23 IS FOR THE BENEFIT OF LOT 22 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 22 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
44. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 24 IS FOR THE BENEFIT OF LOT 23 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 23 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
45. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 25 IS FOR THE BENEFIT OF LOT 24 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 24 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
46. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 26 IS FOR THE BENEFIT OF LOT 25 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 25 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
47. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 27 IS FOR THE BENEFIT OF LOT 26 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 26 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
48. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 28 IS FOR THE BENEFIT OF LOT 27 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 27 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
49. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 29 IS FOR THE BENEFIT OF LOT 30 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 30 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
50. THE 10-FOOT PRIVATE AREA USE EASEMENT WITHIN LOT 30 IS FOR THE BENEFIT OF LOT 31 FOR LANDSCAPING AND A FENCE. THE OWNER OF SAID LOT 31 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND FENCE WITHIN SAID EASEMENT.
51. THE 10-FOOT PRIVATE STORM DRAINAGE EASEMENT WITHIN LOT 2 IS FOR THE BENEFIT OF LOT 3. THE OWNERS OF SAID LOT 2 AND LOT 3 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE DRAINAGE FACILITIES USED IN COMMON.



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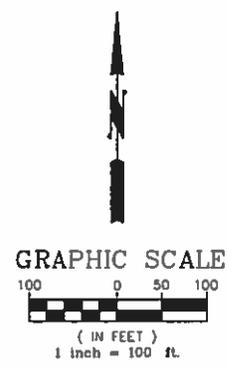
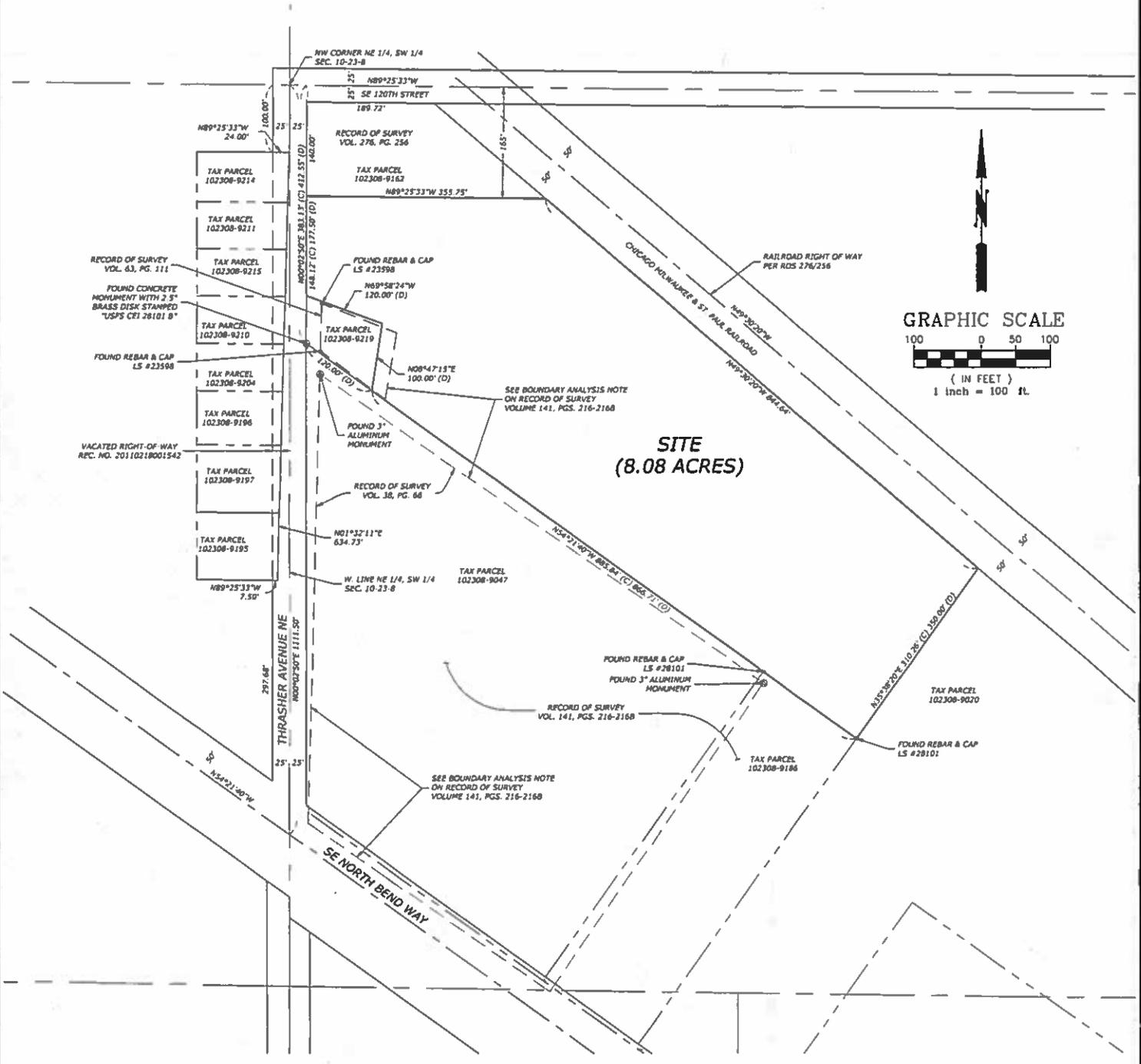
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JOB NO. 32103/15-029 SHEET 3 OF 9

VOL/Pg

THE COTTAGES AT RANGER STATION

A PORTION OF NE 1/4, SW 1/4 SECTION 10, TOWNSHIP 23 N., RANGE 8 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON



SITE
(8.08 ACRES)

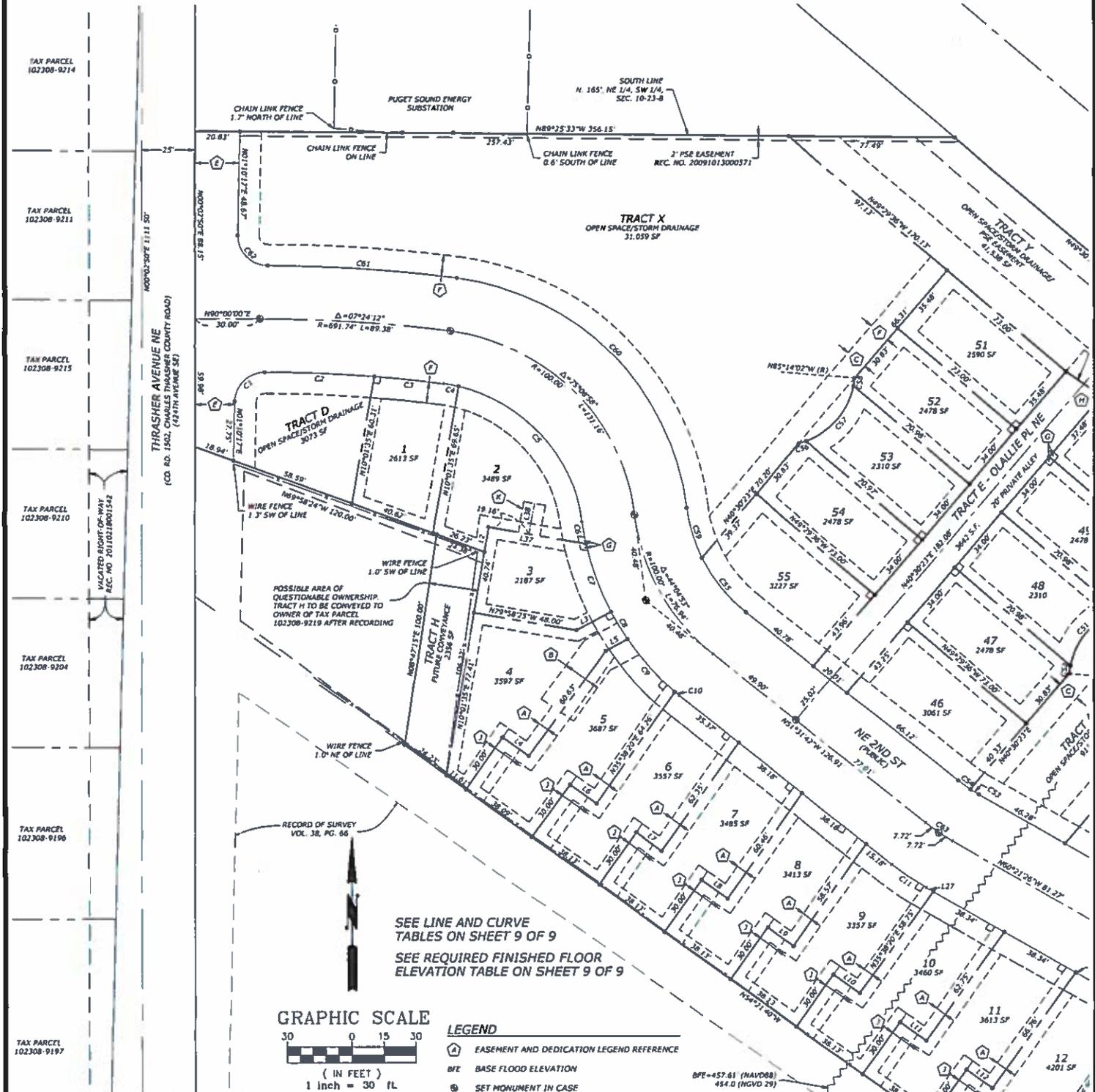


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VOL/PG

THE COTTAGES AT RANGER STATION

A PORTION OF NE 1/4, SW 1/4 SECTION 10, TOWNSHIP 23 N., RANGE 8 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON



EASEMENT AND DEDICATION LEGEND

- A. 5' PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT FOR THE BENEFIT OF ADJOINING LOT (TYPICAL).
- B. 16' PRIVATE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF LOT 4 AND LOT 5.
- C. 10' PRIVATE STORM DRAINAGE EASEMENT.
- D. 20' PRIVATE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF THE COTTAGES AT RANGER STATION HOMEOWNERS ASSOCIATION.
- E. RIGHT-OF-WAY DEDICATION TO CITY OF NORTH BEND.
- F. 10' DRY UTILITIES EASEMENT (TYPICAL).
- G. 3' X 3' PUBLIC WATER METER EASEMENT (TYPICAL).
- H. 5' X 5' PUBLIC WATER EASEMENT.
- I. 15' PUBLIC STORM DRAINAGE EASEMENT.
- J. 10' PRIVATE AREA USE EASEMENT FOR THE BENEFIT OF ADJOINING LOT (TYPICAL).
- K. 10-FOOT PRIVATE STORM DRAINAGE EASEMENT FOR THE BENEFIT OF LOT 3

CITY OF NORTH BEND FILE NO. PLN 2014-0156



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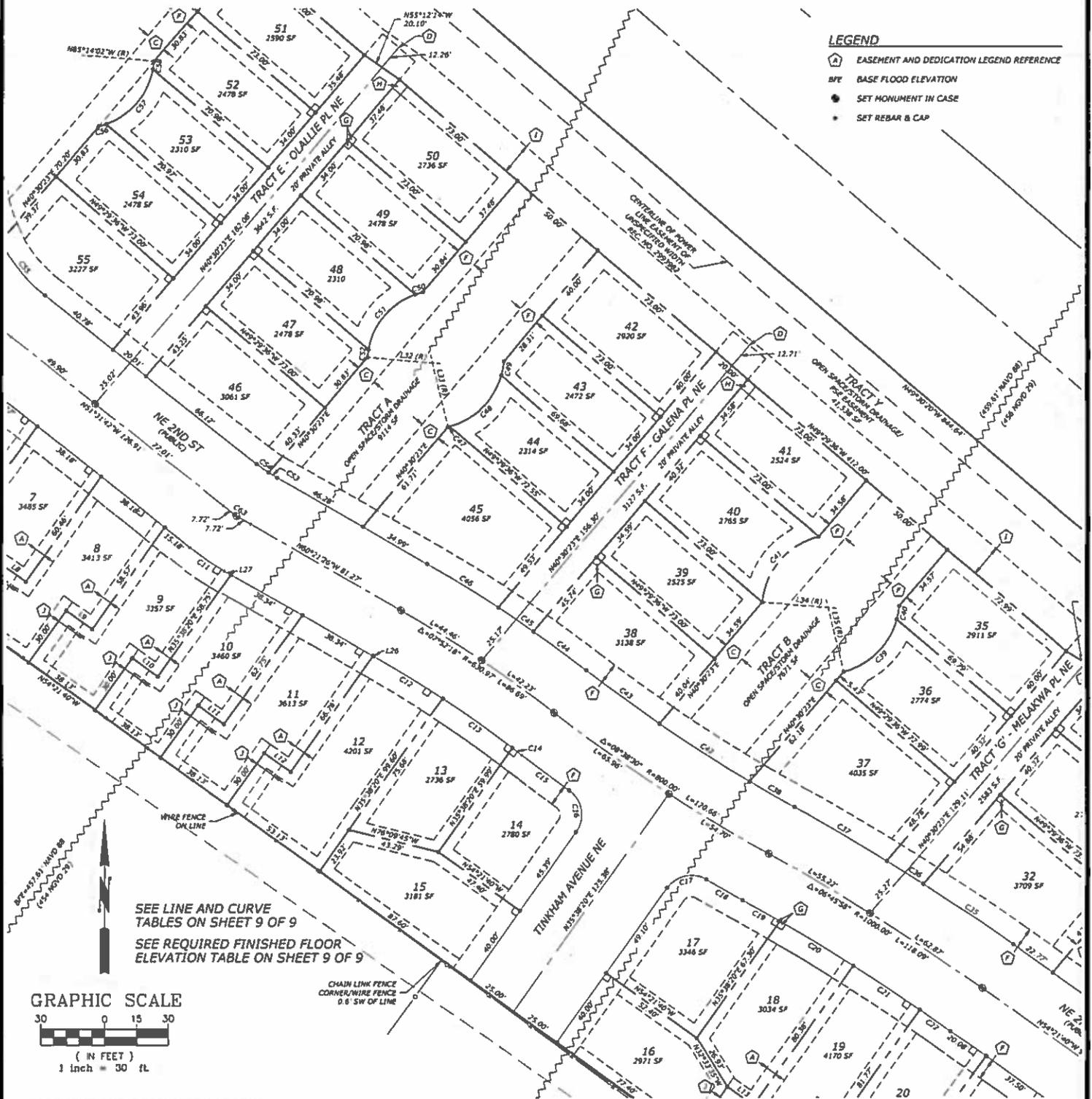
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THE COTTAGES AT RANGER STATION

A PORTION OF NE 1/4, SW 1/4 SECTION 10, TOWNSHIP 23 N., RANGE 8 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

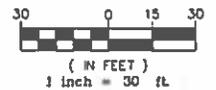


LEGEND

- EASEMENT AND DEDICATION LEGEND REFERENCE
- BASE FLOOD ELEVATION
- SET MONUMENT IN CASE
- SET REBAR & CAP

SEE LINE AND CURVE TABLES ON SHEET 9 OF 9
SEE REQUIRED FINISHED FLOOR ELEVATION TABLE ON SHEET 9 OF 9

GRAPHIC SCALE



EASEMENT AND DEDICATION LEGEND

- A. 5' PRIVATE INGRESS, EGRESS AND STORM DRAINAGE EASEMENT FOR THE BENEFIT OF ADJOINING LOT (TYPICAL).
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CITY OF NORTH BEND FILE NO. PLN 2014-0156



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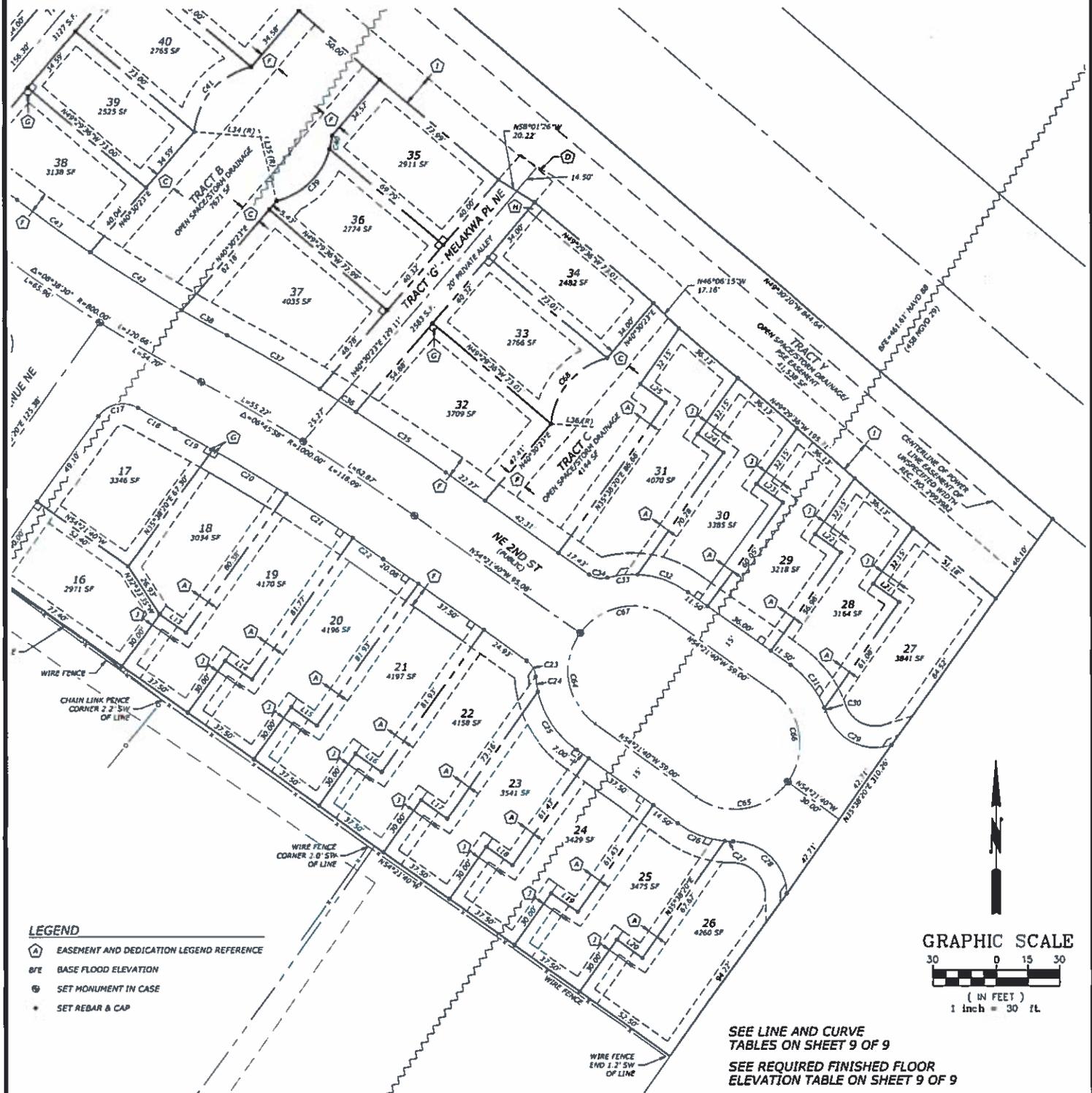
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SHEET 7 OF 9

VOL/PAGE

THE COTTAGES AT RANGER STATION

A PORTION OF NE 1/4, SW 1/4 SECTION 10, TOWNSHIP 23 N., RANGE 8 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

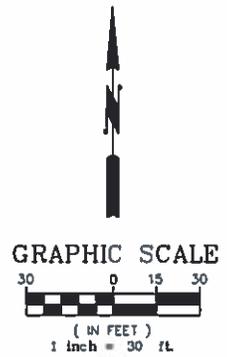


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SEE LINE AND CURVE TABLES ON SHEET 9 OF 9
SEE REQUIRED FINISHED FLOOR ELEVATION TABLE ON SHEET 9 OF 9

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JOB NO. 32103/15-029 SHEET 8 OF 9

THE COTTAGES AT RANGER STATION

A PORTION OF NE 1/4, SW 1/4 SECTION 10, TOWNSHIP 23 N., RANGE 8 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

REQUIRED FINISHED FLOOR ELEVATION TABLE

LOT	HOUSE F.F.	GARAGE F.F.
1	458.70	455.45
2	458.80	455.70
3	458.90	456.10
4	458.95	455.80
5	459.10	454.90
6	459.20	455.30
7	459.25	455.50
8	459.35	455.70
9	459.45	455.90
10	459.55	456.10
11	460.05	456.25
12	460.30	456.45
13	460.65	456.10
14	461.00	458.60
15	461.00	459.15
16	461.90	459.15
17	461.90	459.55
18	462.10	460.15
19	462.35	458.60
20	462.55	459.90
21	463.80	459.20
22	463.35	459.50
23	463.55	459.75
24	463.80	460.45
25	464.20	460.70
26	464.40	461.00
27	464.40	461.25
28	464.15	460.80
29	464.00	460.45
30	463.60	460.10
31	463.30	459.75
32	463.65	459.85
33	462.65	459.35
34	462.65	459.40
35	462.70	459.40
36	462.70	459.65
37	462.70	459.85
38	461.00	457.70
39	461.00	457.95
40	461.00	458.25
41	461.00	458.50
42	460.30	458.50
43	460.30	458.25
44	460.30	457.95
45	460.30	457.50
46	459.50	456.40
47	459.50	456.55
48	459.50	456.75
49	459.50	456.90
50	459.50	457.05
51	459.20	457.05
52	459.20	456.90
53	459.20	456.75
54	459.20	456.55
55	459.20	456.40

LINE AND CURVE TABLES

LINE	BEARING	LENGTH
L1	(NOT USED)	
L2	N10°01'35"E	11.93'
L3	N62°05'02"E	18.40'
L4	N54°21'40"W	15.00'
L5	N62°05'02"E	11.25'
L6	N54°21'40"W	15.00'
L7	N54°21'40"W	15.00'
L8	N54°21'40"W	15.00'
L9	N54°21'40"W	15.00'
L10	N54°21'40"W	15.00'
L11	N54°21'40"W	15.00'
L12	N54°21'40"W	15.00'
L13	N54°21'40"W	15.00'
L14	N54°21'40"W	15.00'
L15	N54°21'40"W	15.00'
L16	N54°21'40"W	15.00'
L17	N54°21'40"W	15.00'
L18	N54°21'40"W	15.00'
L19	N54°21'40"W	15.00'
L20	N54°21'40"W	15.00'
L21	N54°21'40"W	15.00'
L22	N54°21'40"W	15.00'
L23	N54°21'40"W	15.00'
L24	N54°21'40"W	15.00'
L25	N54°21'40"W	15.00'
L26	N60°21'26"W	0.84'
L27	N60°21'26"W	3.75'
L28	(NOT USED)	
L29	(NOT USED)	
L30	(NOT USED)	
L31	(NOT USED)	
L32	N85°13'45"W	34.52'
L33	N13°45'16"W	34.52'
L34	N85°13'47"W	34.52'
L35	N13°45'16"W	34.52'
L36	N85°13'51"W	34.52'
L37	N79°58'25"W	45.44'
L38	N01°01'35"E	14.49'

CURVE	DELTA	RADIUS	LENGTH
C1	89°01'53"	14.00	21.75
C2	04°22'55"	666.74	50.99
C3	02°49'08"	666.74	32.80
C4	05°33'48"	75.00	7.29
C5	69°35'10"	75.00	91.09
C6	04°49'38"	725.00	10.53
C7	15°38'30"	125.00	34.12
C8	06°53'31"	125.00	18.04
C9	15°26'02"	125.00	33.67
C10	01°17'12"	125.00	2.81
C11	08°49'44"	125.00	19.26
C12	03°32'31"	605.97	37.40
C13	03°48'05"	605.97	40.20
C14	00°32'03"	605.97	5.65
C15	01°55'37"	825.00	27.75
C16	80°03'05"	14.00	22.00
C17	84°36'51"	14.00	20.68
C18	01°22'48"	825.00	19.87
C19	01°10'46"	825.00	20.07
C20	02°21'28"	975.00	40.12
C21	02°12'18"	975.00	37.53
C22	01°01'25"	975.00	17.42
C23	50°54'24"	10.00	8.88
C24	08°48'36"	45.50	7.00
C25	42°05'33"	45.50	33.43
C26	30°21'51"	45.50	24.11
C27	04°41'54"	45.50	3.73
C28	88°11'33"	25.00	38.48
C29	88°11'33"	25.00	38.48
C30	02°29'00"	45.50	1.97
C31	32°34'44"	45.50	33.87
C32	32°34'45"	45.50	25.87
C33	18°18'27"	45.50	14.55
C34	50°54'12"	10.00	8.88
C35	02°49'48"	1025.00	50.63
C36	01°07'47"	1025.00	20.21
C37	02°48'23"	1025.00	50.21
C38	01°48'30"	775.00	24.01
C39	81°00'00"	34.52	38.75
C40	10°28'34"	34.52	6.51
C41	71°28'00"	34.52	43.06
C42	03°44'00"	775.00	50.50
C43	03°08'00"	775.00	42.38
C44	02°41'40"	653.97	30.85
C45	01°45'30"	653.97	20.13
C46	03°42'50"	653.97	39.14
C47	01°18'13"	34.52	0.79
C48	59°13'58"	34.52	13.69
C49	10°56'33"	34.52	6.59
C50	06°13'35"	34.52	5.79
C51	59°00'10"	34.52	35.55
C52	06°14'13"	34.52	3.76
C53	03°31'11"	75.00	4.61
C54	05°18'31"	75.00	6.95
C55	28°16'04"	75.00	33.08
C56	58°14'28"	34.52	3.76
C57	59°00'10"	34.52	35.55
C58	08°14'13"	34.52	3.76
C59	18°48'49"	75.00	24.63
C60	75°08'58"	125.00	163.95
C61	02°05'51"	716.74	88.79
C62	90°31'56"	14.00	22.20
C63	08°49'42"	100.00	15.41
C64	90°00'00"	30.50	47.91
C65	90°00'00"	30.50	47.91
C66	90°00'00"	30.50	47.91
C67	90°00'00"	30.50	47.91
C68	71°28'28"	34.52	43.06

FLOOD HAZARD NOTE

BASE FLOOD ELEVATION LINES SHOWN ON SHEETS 6, 7 & 8 ARE FROM FLOOD INSURANCE RATE MAP PLAN 1057 OF 1725, MAP NUMBER S3033C10571, MAP REVISED ON APRIL 19, 2005.

SITE IS LOCATED IN FLOOD ZONE AE.

REQUIRED FINISHED FLOOR ELEVATIONS ARE REFERENCED TO NGVD 88 VERTICAL DATUM.



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