



PLEASE NOTE: This meeting will be held at City Hall, 920 SE Cedar Falls Way, North Bend, WA. Members of the public may choose to attend in person or by teleconference. As the in-person/teleconference hybrid meeting option is new technology to City Staff it is strongly encouraged that members of the public that are attending by teleconference provide comments in advance of the meeting. Please email comments on any agenda items prior to the meeting to the City Clerk at soppedal@northbendwa.gov. Please provide comments by 5 p.m., Tuesday, December 6, 2022 so a copy can be provided to the City Council prior to the meeting.

Members of the public that wish to attend by teleconference may do so by using the Zoom Meetings platform. Instructions on how to access the meeting and provide public comment are available at the following link: [December 6, 2022 City Council Meeting Calendar Item](#). You will be required to have a registered Zoom account and display your full name to be admitted to the online meeting.

Zoom Meeting Information:

To Sign Up for a Zoom Account: <https://zoom.us/join>

Meeting ID: 840 1612 4282

Password: 333393

Call In Phone Number: 1-253-215-8782

CITY COUNCIL MEETING

December 6, 2022 – Agenda

City Hall, 920 SE Cedar Falls Way, North Bend, Washington

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

CONSENT AGENDA:

			Pg.#
1) Minutes	City Council Meeting of November 15, 2022		1
2) Payroll	November 18, 2022 – 28566 through 28571, in the amount of \$247,082.30		
3) Checks	December 6, 2022 – 73237 through 73318, in the amount of \$947,318.85		
4) AB22-141	Resolution – Designating 2023 Paper of Record	Ms. Oppedal	7
5) AB22-142	Motion – Authorizing ILA with King County for Recycling Grant	Mr. Rigos	17
6) AB22-143	Motion – Authorizing ILA with East KC Regional Water Association	Mr. Rigos	31
7) AB22-144	Motion – Authorizing CO #2 with RW Scott for NB Way Sidewalk Project	Mr. Rigos	47
8) AB22-145	Motion – Authorizing Contract with PH Consulting RE Alm Way Bridge Removal	Mr. Rigos	61
9) AB22-146	Motion – Authorizing Contract with Blueline for Bendigo/Mt Si Blvd RAB	Mr. Rigos	91
10) AB22-147	Motion – Authorizing ILA with SCORE for Jail Services	Captain Lynch	151
11) AB22-148	Motion – Authorizing ILA with King County for Jail Services	Captain Lynch	171
12) AB22-149	Motion – Authorizing CWM Grant Agreement with King County	Mr. Miller	199
13) AB22-150	Motion – Authorizing Blanket Purchase Orders	Mr. Gould	209
14) AB22-151	Motion – Authorizing Contract with FCSG for Finance Dept. Support	Mr. Gould	213
15) AB22-152	Ordinance – Amending 2021-2022 Budget Ordinance 1737	Mr. Gould	229



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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

16) AB22-153 Selection of 2023 Mayor Pro Tem Mayor Pro Tem Rosen **235**

MAIN AGENDA:

17) AB22-154 **Final Reading,** Ordinance – Adopting 2023-2024 Biennial Budget Mr. Gould **237**

18) AB22-155 Ordinance – Bond Anticipation Note RE Meadowbrook Sewer ULID Mr. Miller **287**

19) AB22-156 Motion – Authorizing Contract with Jacobs Engineering RE WWTP Mr. DeBerg **319**
Clarifier #4

20) AB22-157 Ordinance – Amending NBMC 8.20.010 RE Fireworks Mr. Miller **327**

21) AB22-158 Resolution – Adopting Transportation Element Update Mr. Rigos **333**

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

ADJOURNMENT:

DRAFT

NORTH BEND CITY COUNCIL MINUTES

November 15, 2022

City Hall, 920 SE Cedar Falls Way, North Bend, Washington

CALL TO ORDER, ROLL CALL:

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

Councilmembers Present: Elwood, Gothelf, Joselyn, Koellen, Loudenback, Miller and Rosen.

CONSENT AGENDA:

Minutes – City Council Meeting of November 1, 2022

Payroll – November 4, 2022 – 28560 through **28565**, in the amount of **\$302,720.68**

Checks – November 15, 2022 – 73186 through **73236**, in the amount of **\$907,205.44**

AB22-133 – Resolution 2046 Authorizing Surplus of Certain City Property

AB22-134 – Ordinance 1784 Amending NBMC Chapter 9 RE Civil Protection Orders

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Introduction – New Snoqualmie/North Bend Police Officers

Audio: 2:33

Snoqualmie/North Bend Police Captain Lynch introduced new Police Officers Cory Hendricks, Anthony Lemmon, Nick Schulgen and Mental Health Professional Stephanie Butler.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Miller, Chair

A report of the November 15th meeting was provided.

Finance & Administration Committee – Councilmember Elwood, Chair

A report of November 1st meeting was provided.

Public Health & Safety Committee – Councilmember Koellen, Chair

A report of November 8th meeting was provided.

Transportation & Public Works Committee – Councilmember Loudenback, Chair

A report of the October 25th meeting was provided.

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Council Workstudy – Mayor Pro Tem Rosen

A report of the October 25th Meeting, November 1st Special Meeting and November 8th Special Meeting was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf

A report of the November 9th meeting was provided.

Planning Commission

A report of the October 27th meeting was provided.

Parks Commission

A report of the October 26th meeting was provided.

Economic Development Commission

No report. The October 25th meeting was cancelled.

Sound Cities Association Board of Health – Councilmember Koellen

A report of the October 13th meeting was provided.

MAIN AGENDA:

Presentation – Mayor’s 2023-2024 Biennial Budget Message

Audio: 26:50

Mayor McFarland presented the 2023-2024 Biennial Budget Message.

**AB22-135 – Public Hearing Cont., Ordinance 1785 Adopting 2023
Property Tax Levy**

Audio: 51:34

Finance Director Gould provided the staff report.

Mayor McFarland announced the Public Hearing on an Ordinance Adopting 2023 Property Tax Levy was opened at the November 1, 2022 City Council meeting and continued to tonight’s meeting.

There was no public comment and Mayor McFarland closed the Public Hearing at 7:54 p.m.

Councilmember Elwood **MOVED**, seconded by Councilmember Joselyn to approve AB22-135, an ordinance adopting the 2023 Property Tax Levy with a one percent increase (Option No. 2), as a first and final reading. The motion **PASSED** 5-2 (Gothelf, Rosen).

**AB22-136 – Public Hearing, Ordinance Adopting 2023-2024 Biennial
Budget**

Audio: 1:01:43

Finance Director Gould provided the staff report.

DRAFT

Mayor McFarland opened the Public Hearing on an Ordinance Adopting 2023-2024 Biennial Budget at 8:06 p.m.

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Mayor McFarland closed the Public Hearing at 8:10 p.m.

Councilmember Elwood **MOVED**, seconded by Councilmember Joselyn to approve AB22-136, an ordinance adopting the 2023-2024 Biennial Budget, as a first reading. The motion **PASSED** 7-0.

AB22-137 – Ordinance 1786 Amending Taxes, Rates & Fees Schedule RE Solid Waste & Recycling Rates **Audio: 1:13:46**

City Administrator Miller provided the staff report.

Councilmember Elwood **MOVED**, seconded by Councilmember Loudonback to approve AB22-137, an ordinance increasing the Solid Waste & Recycling Rates and amending the Taxes, Rates & Fees Schedule, as a first and final reading. The motion **PASSED** 7-0.

AB22-138 – Motion Authorizing Solid Waste Collection Contract with Republic **Audio: 1:18:40**

Capital Projects/Grant Manager Marcinko provided the staff report. Consultant Jeanette Jurgensen of Epicenter Services, LLC and Republic Services General Manager Rich Rinehart were on hand to answer questions.

The following individual commented on the agenda item:

Logan Harvey, 611 South State Street, Tacoma, Recology King County

Lucas Haines, 43525 SE 76th Street, Snoqualmie, North Bend Downtown Foundation

Wendy Weiker, 4808 East Mercer Way, Mercer Island, Republic Services

Michael Thomas, 1231 LaForest Drive SE

Councilmember Elwood **MOVED**, seconded by Councilmember Gothelf to remand to the January 3, 2023 Finance & Administration Committee AB22-138, authorizing the Mayor to enter into and execute the Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract with Republic Services for the period April 1, 2024 through March 30, 2034 and to increase the City Administrative Fee to 10% effective April 1, 2024. The motion **PASSED** 5-2 (Loudonback, Miller).

DRAFT

AB22-139 – Resolution 2047 Authorizing Development Agreement with Telegraph Properties, LLC **Audio: 2:01:55**

Senior Planner Burrell provided the staff report.

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Councilmember Miller **MOVED**, seconded by Councilmember Joselyn to approve AB22-139, a resolution authorizing a Developer Agreement with Telegraph Properties, LLC. for the Bakes Marine Development. The motion **PASSED** 7-0.

AB22-140 – Motion Authorizing Contract with Mountains to Sound Greenway Trust **Audio: 2:17:53**

Community & Economic Development Director Deming provided the staff report.

Councilmember Miller **MOVED**, seconded by Councilmember Elwood to approve AB22-140, authorizing the Mayor to sign a Professional Services Agreement with Mountains to Sound Greenway Trust, in an amount not to exceed \$300,000, in a form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Miller wished everyone a happy and safe Thanksgiving.

Councilmember Gothelf wished everyone a happy Thanksgiving and reminded all to exercise caution when travelling near crosswalks in the evening hours.

Councilmember Elwood announced “A Christmas Carol” would be playing at Valley Center Stage from December 2nd – 18th.

Councilmember Joselyn acknowledged Communications Manager Bre Keveren and Human Resources Assistant Erin Mitchell for all of their help with the remote access option available to the public for City Council meetings. Additionally, he welcomed the new Snoqualmie/North Bend Police Officers and Mental Health Professional.

Councilmember Rosen thanked Public Works Director Rigos and Public Works staff for their work on the new crosswalk at Mt View & Si View.

Mayor McFarland spoke regarding the following items:

- November 12th Arbor Day Tree Planting Event
- November 30th Parks Workshop – 6:30 p.m. @ City Hall

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- December 3rd Holly Days & Tree Lighting Event – 5 – 8 p.m. @ Downtown
- Shop Local Event starting November 26th
- Cancellation of November 22nd Workstudy
- Special Workstudy – Tuesday, November 29th 7 p.m. @ City Hall

EXECUTIVE SESSION:

Mayor McFarland recessed the regular meeting for an Executive Session at 9:29 p.m. to discuss property acquisition, pursuant to RCW42.30.110(1)(b) and potential litigation, pursuant to RCW 42.30.110(1)(i). No action was anticipated as a result of the Executive Session, which was expected to last thirty minutes and videotaping of the meeting ceased.

At 10:00 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional fifteen minutes.

The regular meeting reconvened at 10:12 p.m.

ADJOURNMENT:

Councilmember Elwood **MOVED** to adjourn, seconded by Councilmember Gothelf. The motion **PASSED** 7-0.

The meeting adjourned at 10:12 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-141	
Resolution Designating the Snoqualmie Valley Record as the 2023 Official City Newspaper		Department/Committee/Individual			
		Mayor Rob McFarland			
		City Administrator – David Miller			
		City Attorney – Mike Kenyon/Lisa Marshall			
		City Clerk – Susie Oppedal			X
		Administrative Services – Lisa Escobar			
		Community Development – Rebecca Deming			
		Finance – Richard Gould			
Cost Impact: N/A		Public Works – Mark Rigos			
Fund Source: N/A					
Timeline: Immediate					
Attachments: Resolution, Bid, Notice of Invitation to Bid					
<p>SUMMARY STATEMENT:</p> <p>RCW 35.23.352(7) and NBMC 1.26.010 require that the City request bids for an Official City Newspaper for publication of certain legal notices and bid requests. A notice of invitation to bid for 2023 was published on October 7, 2022.</p> <p>The City received one bid from the Snoqualmie Valley Record. The Snoqualmie Valley Record, the City's current paper of record, provided a bid at a rate of \$11.99 per column inch, which is the same rate as last year. This rate is still much more economical than the Seattle Times which has a rate of \$26.76 per column inch.</p> <p>Per NBMC 1.26.010B, the attached resolution accepts the bid from the lowest responsible bidder, Snoqualmie Valley Record, and designates it the City's Official Newspaper for 2023.</p>					
APPLICABLE BRAND GUIDELINES: n/a					
COMMITTEE REVIEW AND RECOMMENDATION: This annual bid process for the Official Paper of Record was reviewed by the Finance & Administration Committee electronically with a recommendation for approval and placement on the Consent Agenda.					
RECOMMENDED ACTION: MOTION to approve AB22-141, a resolution accepting the Snoqualmie Valley Record publication bid and designating it as the official City newspaper for 2023.					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
December 6, 2022					

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, ACCEPTING THE SNOQUALMIE
VALLEY RECORD BID AND DESIGNATING THE
SNOQUALMIE VALLEY RECORD AS THE 2023 OFFICIAL
CITY NEWSPAPER AS REQUIRED BY RCW 35.23.352(7)**

WHEREAS, RCW 35.23.352(7) and NBMC 1.26.010 requires the City request annual bids for an Official City Newspaper for publication of certain Legal Notices and Bid Requests; and

WHEREAS, a Request for Bids was published October 7, 2022 and the low bid was received from the Snoqualmie Valley Record; and

WHEREAS, the City desires to accept the bid and designate the Snoqualmie Valley Record as the 2023 City's Official Newspaper as required by RCW 35.23.352(7);

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

Section 1. The Snoqualmie Valley Record bid is accepted and the Snoqualmie Valley Record is designated as the City's Official Newspaper for 2023 for the purposes of RCW 35.23.352(7).

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF DECEMBER, 2022.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk



SOUND
PUBLISHING INC.



October 10, 2022

To: City of North Bend
Re: Official Newspaper Bid

Sound Publishing is pleased to submit our bid to serve as the City of North Bend's Legal Newspaper of Record.

Statement of Qualifications:

The Snoqualmie Valley Record newspaper meets all the qualifications of R.C.W. 65.16.020, and is recognized and listed with the King County, Washington, Superior Court as a Legal Newspaper (attached).

Publication Rate:

With our current paid circulation at 511 and the legal rate of \$11.99 per column inch this equates to less than .0024¢ per household.

Affidavits:

Affidavits of publication are mailed within one week after a notice is published and each packet of affidavits will include 3 copies for your records.

Circulation

The Snoqualmie Valley Record is delivered weekly to paid subscribers in the Snoqualmie Valley (163), Fall City (72), Carnation (28) and North Bend (248) areas. This award-winning newspaper is also available at newsstands and stores located within the circulation area as well as the libraries and city hall offices.

Reporting/News

The Snoqualmie Valley Record and its website will continue to feature editorial coverage dedicated to the City of North Bend events, activities, news and general interest stories as they pertain to the readers & citizens at the discretion of the editor.

Advertising Director

Carol Greiling has over 18 years in the newspaper industry. Greiling is responsible for multiple print publications for Sound Publishing including the Kent, Renton, Auburn, and Mercer Island Reporters, the Vashon-Maury Island Beachcomber, the Enumclaw Courier-Herald, the Snoqualmie Valley Record and the Federal Way Mirror. She is also responsible for multiple digital publications in King County such as the Bellevue, Bothell-Kenmore, Kirkland, Issaquah-Sammamish and Redmond Reporters. Greiling coaches a commitment to delivering relevant, local news that directly affects the lives of those who raise families and work in the communities that Sound serves.

We look forward to serving the City's needs in the future.

Sincerely,

Carol Greiling
Advertising Director, King County Division
Sound Publishing, Inc

Contact: Jennifer Tribbett
Legal Advertising Representative
Sound Publishing
360-802-8212 - - Email: JTribbett@SoundPublishing.com

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RECEIVED
KING COUNTY, WASHINGTON

JAN 30 2007

KNT DEPARTMENT OF
JUDICIAL ADMINISTRATION

RECEIVED
KING COUNTY SUPERIOR COURT

JAN 30 2007

EX-PARTE DEPT.
KENT, WASHINGTON

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In Re the Matter of,

KING COUNTY PUBLICATIONS LTD.,

Petitioner.

NO. **107-2-04096-0** KNT

**ORDER GRANTING PETITION FOR
APPROVAL AS A LEGAL
NEWSPAPER**

THIS MATTER having come before the Court on Petition of King County Publications Ltd. for an Order Approving King County Publications' Consolidated Newspaper Group, including but not limited to the *Auburn Reporter*, *Bellevue Reporter*, *Covington and Maple Valley Reporters*, *Bothell and Kenmore Reporters*, *Kent Reporter*, *Redmond Reporter*, *Renton Reporter*, *Mercer Island Reporter* and *Snoqualmie Valley Record*, as "legal newspapers," as defined in RCW 65.16.020, and this Court having reviewed the Petition and attached Declaration of Don Kendall, Publisher of KCP Consolidated Newspaper Group, and being fully advised, NOW, THEREFORE,

IT IS HEREBY ORDERED that King County Publications' Consolidated Newspaper Group, including but not limited to the *Auburn Reporter*, *Bellevue Reporter*, *Covington and Maple Valley Reporters*, *Bothell and Kenmore Reporters*, *Kent Reporter*, *Redmond Reporter*, *Renton Reporter*, *Mercer Island Reporter* and *Snoqualmie Valley Record*, together with any

ORDER GRANTING PETITION FOR APPROVAL
AS A LEGAL NEWSPAPER - 1

122295.0001/1356991.1

LANE POWELL PC
1420 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98101-2338
206.223.7000 FAX: 206.223.7107

1 future King County Publications under the consolidation provisions of RCW 65.16.020, is
2 declared a legally qualified newspaper under RCW 65.16.020.

3 DONE IN OPEN COURT this JAN 30 2007 day of January, 2007.

5 KIMBERLEY D. PROCHNAU

6 Judge/Court Commissioner

7 Presented by:

8 LANE POWELL PC

9
10 By Michael A. Nesteroff
11 Michael D. Dwyer, WSBA No. 04861
12 Michael A. Nesteroff, WSBA No. 13180
Attorneys for Petitioner
King County Publications Ltd.

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ORDER GRANTING PETITION FOR APPROVAL
AS A LEGAL NEWSPAPER - 2

122295.0001/1356991.1

LANE POWELL PC
1420 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98101-2338
206.223.7000 FAX: 206.223.7107



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

**NOTICE OF
INVITATION TO BID**

The City of North Bend is accepting bids for the City's "Official Newspaper" for the year 2023. The successful bidder will receive legal notices and notices to bid, as required by law, for publication. Bidders must meet the qualifications set forth in RCW 65.16.020, as well as have the ability to provide the City with an Affidavit of Publication within two weeks of the publication date. A qualified bid will consist of a Statement of Qualifications and Publication Rate per column inch.

Qualified Sealed Bids should be delivered to the attention of City of North Bend, City Clerk, clearly marked "Official Newspaper Bid" on the outside of the envelope, and addressed to 920 SE Cedar Falls Way, North Bend, WA 98045.

Bids will be accepted until 10:00 A.M. November 4, 2022, at which time the City Clerk will open the bids. All bidders will be notified of the results.

Published: October 7, 2022
Posted: October 7, 2022



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-142
Motion Authorizing an Interagency Agreement with King County for the Waste Reduction and Recycling (WRR) Grant		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: \$29,532 (grant funded)		Public Works – Mark Rigos		X
Fund Source: Solid Waste & Recycle Operations				
Timeline: Immediate				
Attachments: Interagency Agreement, Scope of Work				
<p>SUMMARY STATEMENT:</p> <p>The City of North Bend has been providing Yardwaste Recycle events for thirteen years, hosting approximately 10-12 events each year, starting in the spring and ending in October. On average, the City sees about 40-50 vehicles come to these Saturday events, with an average of about 80 tons of organic material recycled and kept from entering the landfills each year. These events are partially funded by Republic Services, as they cover the tonnage expenses for three events annually, per the City's solid waste contract with Republic. The events and staffing costs are fully funded through the King County Waste Reduction and Recycling (WRR) Grant.</p> <p>The City uses any remaining funds of this grant to support the annual Special Recycle Event, if needed. The majority of that event is supported by the King County Local Hazardous Waste Management Program (HWMP) and an Ecology Local Solid Waste Financial Assistance (LSWFA) grant. Costs for that event fluctuate year to year and having multiple funds to pull from to pay vendors, staff time, and material costs is beneficial.</p> <p>The City's allocation for the WRR grant for the 2023-2024 grant cycle is \$29,532, allocating \$14,766 per year. Attachments include the Interagency Agreement and work scope details.</p> <p>City staff recommend approval of this interagency agreement to receive King County grant funds.</p>				
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.				
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation & Public Works Committee at their November 22, 2022, meeting with the recommendation for approval and placement on Consent Agenda.				
RECOMMENDED ACTION: MOTION to approve AB22-142, authorizing the Mayor to execute an Interagency Agreement with King County for the Waste Reduction & Recycling grant, in a form and content acceptable to the City Attorney, in an amount not to exceed \$29,532.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
December 6, 2022				

INTERAGENCY AGREEMENT FOR 2023 and 2024

Between

KING COUNTY and the CITY OF NORTH BEND

This two-year Interagency Agreement “Agreement” is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of North Bend, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as “Party” or “Parties.”

PREAMBLE

King County and the City of North Bend adopted the 2019 King County Comprehensive Solid Waste Management Plan (Comp Plan), which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the Comp Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B and incorporated herein by reference. Grant funding for this program is subject to the budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the Comp Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work, which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2023 and 2024 shall not exceed **\$29,532.00**.
2. This Agreement provides for distribution of 2023 and 2024 grant funds to the City. However, grant funds are not available until January 1, 2023.
3. During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports to the County in a form determined by the County. Reports must be signed by a City official. These reports will include:
 - a. a description of each activity accomplished pertaining to the scope of work; and
 - b. reimbursement requests with both a Budget Summary Report Form, which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form, which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary Form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The City shall maintain this documentation in its records.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by March 21, 2025.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by March 15, 2024 and March 21, 2025.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2024 and January 2025, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. If the City accepts funding through this grant program for the provision of waste reduction and recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
5. The City shall be responsible for following all applicable Federal, state, and local laws, ordinances, rules, and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.
6. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
8. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
9. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review, or audit by the County and/or by federal or state officials as so authorized by law.

10. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2025.

11. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
12. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the materials.
13. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
14. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the agreed upon areas listed in Exhibit A. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
15. This project shall be administered by Carrie Smith, Recycling Coordinator, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by the city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$10,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
3. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of North Bend" and/or "text provided courtesy of the City of North Bend."
4. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
5. The waste reduction and recycling grant program shall be administered by Lucy Auster, Project Manager, King County Solid Waste Division, or designee.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2023 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2023, and shall terminate on June 30, 2025. The City shall not incur any new charges after December 31, 2024. However, if execution by either Party does not occur until after January 1, 2023, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2023 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Amendments will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. Funds may be moved between tasks in the scope of work, attached as Exhibit A, upon written notification by the City to King County.

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of, or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Lucy Auster, Project Manager, or a provided designee
King County Solid Waste Division
Department of Natural Resources and Parks
Lucy.auster@kingcounty.gov

If to the City:

Carrie Smith, Recycling Coordinator, or a provided designee
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City of North Bend

Rob McFarland, Mayor
City of North Bend

Date

King County

BY _____
Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

**2023-2024 WASTE REDUCTION -AND RECYCLING
SCOPE OF WORK AND OBJECTIVES SUBMITTED TO
KING COUNTY SOLID WASTE DIVISION FOR THE CITY OF NORTH BEND**

Contact Information:

City of North Bend

920 SE Cedar Falls Way
North Bend, WA 98045

Carrie Smith, Recycling Coordinator for grant administration:

City of North Bend
Phone: (425) 888-7651 Fax: (425) 888-3502
Email: csmith@northbendwa.gov
City Website: www.northbendwa.gov

David Miller, City Administrator

Phone: (425) 888-7640 Fax: (425) 831-6200
Email: dmiller@northbendwa.gov
City Website: www.northbendwa.gov

Waste Reduction and Recycling Funding available: \$29,532.00 (per year \$14,766.00). This amount includes \$4,766.00/yr for unincorporated King County residents in the 98045 (North Bend) and 98068 (Snoqualmie Pass) zip codes.

**TASK #1: ORGANICS - RESIDENTIAL YARD WASTE RECYCLING
PROGRAM: YARD WASTE RECYCLING PROGRAM**

Background/History:

The residential yard waste recycling program is the primary Waste Reduction and Recycling task the City performs. Providing diversion of yard waste is necessary to meet recycling goals because yard waste comprises a significant portion of the material disposed at King County landfills.

Republic Services provides garbage and recycling services for the City of North Bend, as well as billing services, curbside recycling and yardwaste services. In addition to curbside collection, Public Works has hosted a yardwaste drop site for their residents to recycle yard debris on Saturdays, from March through October. The city will continue this program, provided funds are available.

Performance Objectives:

The Residential Yardwaste Recycling will reduce landfill waste:

1. Research, evaluate and publicize city yard waste recycling programs for the current year.
2. The programs will be publicized with press releases; articles for city newsletters, city websites, flyers, cable TV, note on utility bill, handout at yard waste and recycle centers. Prepare annual report of yardwaste diversion.

**2023-2024 WASTE REDUCTION -AND RECYCLING
SCOPE OF WORK AND OBJECTIVES SUBMITTED TO
KING COUNTY SOLID WASTE DIVISION FOR THE CITY OF NORTH BEND**

Impact Objective:

Determine whether city residents have diverted recyclable waste from the landfill by the amount of increased recyclables brought to the events each year.

Evaluation:

Reporting for the current year's Yardwaste Recycling Program includes:

- Program descriptions and schedules for the city.
- Promotional materials and handouts provided.
- Amounts of Yardwaste collected compared with other years.

TASK #2: SPECIAL RECYCLING COLLECTION EVENT

Date: Spring 2023 & 2024 during the month of April or May

Location: Snoqualmie Middle School Parking Lot, to be confirmed.

The Special Collection Recycling Event is another Waste Reduction and Recycling Task that the city performs. Additional funding support for this task comes from Local Hazardous Waste Management Program (LHWMP) Grant and the Local Solid Waste Financial Assistance (LSWFA) from Washington State Department of Ecology, for collection of selected recyclable materials that are usually difficult to recycle.

The event will emphasize:

1. Safe collection of hazardous materials
2. Recycling collection of special materials
3. Safe Disposal and Safer Alternatives to household hazardous products
4. Household, Foodwaste, and Yardwaste Recycling
5. Recycling and Sustainable Practices

Materials Collected:

The household materials the city plans to collect include:

- | | |
|----------------------------|---|
| 1. Motor oil / Oil Filters | 7. Reusable small furniture/household goods |
| 2. Oil filters | 8. Reusable textiles / clothing |
| 3. Antifreeze | 9. Mixed Electronics |
| 4. Lead-acid batteries | 10. Major appliances |
| 5. CFC appliances | 11. Scrap Metal |
| 6. Automobile tires | 12. TV's, Computers, Monitors, etc. |

Public Education/Involvement:

The Special Recycling Collection Event flier mailed to each household will include Household Wastemobile and recycling information. Event flyers will be sent to the King County Solid Waste Division, North Bend and unincorporated areas to the south and east of North Bend in the 98045 zip code, as well as Snoqualmie Pass households in the 98068 zip code. Each person who participates in the Special Recycling Collection Event will be given promotional brochures on recycling/natural yard care/safer household

**2023-2024 WASTE REDUCTION -AND RECYCLING
SCOPE OF WORK AND OBJECTIVES SUBMITTED TO
KING COUNTY SOLID WASTE DIVISION FOR THE CITY OF NORTH BEND**

alternatives/ household hazardous waste collection and disposal. Staff will be on-site to assist and inform participants.

Performance Objectives:

- Promote King County Wastemobile and Special Recycling Collection information to at least 7,000 households each year.
- Complete one Cleanup/Special Recycling Collection Event per year.
- Provide Educational brochures to at least 250 residents.
- Collect at least 25 tons of materials per year.

Impact Objectives:

- Collect and properly recycle/dispose of materials that could potentially degrade the environment from at least 350 households each year.
- Increase awareness of and encourage safe disposal and reduction options through promotion and education associated with the Special Recycling Collection Event through mailing, on-site distribution, and other media.

Evaluation Report:

- Summary of number of participants and quantities of materials collected.
- Cost of collection event.

TASK #3: CAMPAIGN FOR RECYCLING USED OIL

Outreach education/promotion of recycling used oil to two targeted audiences:

1. Distribute brochure with local oil recycling locations
2. Do-It-Yourselfers' (DIY) who bring used oil to Special Recycling Collection Events. A staffed station next to oil collection station during the SRC with someone trained to talk with participants who bring used oil will be part of the Recycle Events. Promoting taking used oil to local oil recycling sites. Distribute drainers made of recycled materials to encourage safe recycling. Collect name and contact information for follow-up on those who accept drainers. WRR grant funds will pay only for recycled content drainers. Other oil recycling expenses will be billed to other funding sources.

Performance Objectives:

- Update the basic brochure for local oil recycling
- Promote used oil recycling and safe disposal of oil to Recycling Event Attendees.
- Distribute drainers to Do It Yourself residents and provide brochures on oil recycling.
- Distribute 35 drainers during at least one Special Recycle Event.
- Educational outreach to 250 residents per year.

**2023-2024 WASTE REDUCTION -AND RECYCLING
SCOPE OF WORK AND OBJECTIVES SUBMITTED TO
KING COUNTY SOLID WASTE DIVISION FOR THE CITY OF NORTH BEND**

Impact Objectives:

- Outreach to city residents with the message of (why, how and where) safe recycling/disposal of used motor oil is important.
- Increase awareness of local used oil recycling opportunities.
- Increase use of products made of recycled materials.

Evaluation:

- Measure whether there is greater knowledge of oil recycling with brief surveys.
- Attempt to track whether DIY's are using daintainers distributed through this program through sign-in log at special recycling event collection site and survey residents.

TASK #4: WASTE REDUCTION RECYCLING EDUCATION & COMMUNICATIONS

To promote Waste Reduction and Recycling using one or more of the following:
Brochures provided at Special Recycle Collection Events, direct mail brochure, utility bill insert, city newsletter insert or focus article.

Performance Objective:

Distribute an educational piece to all residential utility customers that promotes greater participation in waste reduction and recycling programs.

Impact Objective:

Increase the recycling rate, through education and promotion of events.

Evaluation:

Compare the recycling rate before and after the distribution.

Per-Year Grant Budget for 2023-2024

Funding Source	Grant	Budget
Dept Of Ecology	*Local Solid Waste Financial Assistance	\$6,980.00
King County Solid Waste	Waste Reduction & Recycling Grant	\$14,766.00
Seattle-King County Dept. of Health	**Local Hazardous Waste Management Program	\$7,142.76
Total		\$26,888.76

*2023 LSWFA funds are balance of current grant; 2024 budget is estimated for LSWFA grant that have yet to be confirmed

** LHWMP funds for the 2023-2024 grant have yet to be confirmed and are estimates



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-143	
Motion Authorizing an Interlocal Agreement with East King County Regional Water Association		Department/Committee/Individual			
		Mayor Rob McFarland			
		City Administrator – David Miller			
		City Attorney – Mike Kenyon/Lisa Marshall			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – Rebecca Deming			
		Cost Impact: N/A		Finance – Richard Gould	
Fund Source: N/A		Public Works – Mark Rigos		X	
Timeline: Immediate					
Attachments: Interlocal Agreement					
<p>SUMMARY STATEMENT:</p> <p>The East King County Regional Water Association (EKRWA) was established as a non-profit corporation in 1987 to partner with other cities, public water districts and municipal corporations serving as public water purveyors to pursue the planning and implementation of elements into a Regional Coordinated Water System Plan.</p> <p>Since formation, EKRWA has performed significant work in understanding the upper Snoqualmie Valley Aquifer, including drilling several test and monitoring wells, performing drawdown tests, and generating a model of the aquifer. This work eventually led to two water rights applications in the area in which the organization partnered with the City of Seattle.</p> <p>The City of North Bend has been paying dues to the organization for several years, however, the membership was unable to find a signed Interlocal Agreement (ILA) for North Bend during a recent audit.</p> <p>An ILA between the City of North Bend and EKRWA will establish the terms and conditions to facilitate efficient water resource development and operation through interlocal cooperation.</p> <p>City staff recommend moving forward with the ILA with EKRWA.</p>					
<p>APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.</p>					
<p>COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the November 22nd, 2022, Transportation and Public Works Committee meeting and was recommended for approval and placement on Consent Agenda.</p>					
<p>RECOMMENDED ACTION: MOTION to approve AB22-143, authorizing the Mayor to enter into an interlocal agreement with East King County Regional Water Association (EKRWA), in a form and content acceptable to the City Attorney.</p>					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
December 6, 2022					

SECOND AMENDED INTERLOCAL COOPERATIVE AGREEMENT
FOR THE
EAST KING COUNTY REGIONAL WATER ASSOCIATION

Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, the undersigned parties do hereby agree to the cooperative undertaking and conditions set forth below and in the attached Bylaws of the Regional Water Association.

1. Purpose. All the parties hereto operate water utilities and are required to optimize the use of existing water supply sources and transmission systems, and to seek development and acquisition of new water supply sources and transmission systems to meet the present and projected demand for water. The primary purpose of this Agreement is to facilitate efficient water resource development and utilization through interlocal cooperation.

The parties hereto are interested in pursuing the planning and implementation of elements of Regional Coordinated Water system Plans. The regional plans, completed under the auspices of the Washington State Department of Health, provide guidance to utilities for future regional coordination. The subscribing parties are interested in meeting their responsibility in the area of water resources to benefit the individual constituency of the membership.

The parties also recognize that the potential exists for, and intend to pursue, future involvement in the planning, development, management, ownership, and operation of regional water supply source and transmission facilities in cooperation with other utilities.

2. Formation of Regional Association. The East King county Regional Water Association (RWA) is duly incorporated as a non-profit corporation under the laws of the State of Washington. Articles of Incorporation were filed with the Secretary of State on February 9, 1987. Pursuant to RCW 39.34.030 (3)(b), all RWA funds shall be subject to audit in the manner provided by law for the auditing of public funds.

3. Membership. Membership of the RWA shall be open to all cities, public water districts, and other municipal corporations serving as public water purveyors. The Board may establish a class of "associate membership" in the Association for water purveyors operated as cooperatives or private water companies. Such associate members may attend and be heard at Board meetings. However, such associate members may not (1) vote on expenditure

of Association funds received from public members• dues or from grants, (2) receive a distribution of Association assets upon dissolution, except for contributions from such associate members which have been segregated from other assets of the Association or (3) vote to bind the Association to any contract. Any member may withdraw upon giving such notice, and upon complying with such procedures as may be specified in the Bylaws of the RWA.

4. Governing Body. All the functions and powers of the RWA shall be vested in a Board of Directors (the "Board") comprised of one representative of each member as specified in the Bylaws of the RWA.

5. Authority. Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, the RWA shall be vested with all powers and authority reasonably required to carry out the objectives and purposes of, -the RWA as stated in section 1 above.

These powers shall include but not be limited to the powers to:

- a. Have perpetual succession;
- b. Adopt a corporate name and seal and alter it at pleasure;
- c. Enter into contracts, and employ .and retain professional services;
- d. Create, establish, and maintain such offices and positions as shall be necessary and convenient for the transaction of the business of the RWA;
- e. Elect, appoin , and employ such officers, attorneys, agents, and employees as shall be found by the Board to 'be necessary and convenient;
- f. Apply for, own, and/or manage water rights and reservations;
- g. Charge dues and assessments as determined by the Board of Directors; provided dues and assessments shall not be utilized for the design, replacement, construction, acquisition, operation, or maintenance of general facilities, and provided further that all financial obligations of the members to the RWA other than dues and assessments will be by separate agreement:
- h. Apply for, receive, disperse, and manage loans, funds, and grants;

- i. Undertake regional water resource planning and implementation;
- j. Foster intergovernmental relations at all levels of government in the interest of better water resource utilization;
- k. Promote, create, and administer programs to further public information including but not limited to conservation and planning;
- 1. Maintain data bases on water resources.

6. Budget. On or before December 31 of each year, the RWA budget for the next budget year shall be adopted by the Board. The budget shall contain an estimate of all revenues to be collected during the following budget year, and an itemization of all categories of budgeted expenditures.

7. Use of Dues and Assessments. Revenues generated from annual dues and special assessments shall be used to defray normal administrative operating expenses of the RWA but shall not be used for capital expenditures required to construct or otherwise acquire general facilities, or for maintenance and operation of such facilities. Capital funding for construction or other acquisition of general facilities, and funding for maintenance and operation of such facilities which requires the concurrence of each participating agency shall be accomplished through separate agreement among members.

8. Duration/Termination. This Agreement shall remain in effect until terminated by execution of a written declaration of termination signed by all parties to the Agreement who have not withdrawn as provided in section 3 above as of the effective date of the declaration. Upon termination all liabilities of the RWA shall be satisfied and all assets, if any, shall be distributed equitably among the parties as determined by the Board.

9. Amendments. All amendments to this Agreement must be stated in writing and approval thereof must be evidenced by the signature of two-thirds of the members as of the effective date of the amendment.

10. Limitations.

a. By this Agreement no party has committed itself to participate financially in any future public works project with respect to a future water supply.

b. The Association shall not assume or exercise any regulatory function or lobby to or otherwise seek to obtain such regulatory function.

c. This Agreement shall not constitute a delegation of any of the powers of the individual parties to the Association.

d. The Association shall not enter into agreements or take actions which are inconsistent with the purposes and authorizations set forth in this Agreement.

11. Additional Parties. This Agreement may be amended to add additional cities or water districts as parties hereto upon the majority vote of the Board of Directors. It is intended that cities and water districts shall generally be added as members on fair and equitable terms.

12. Limitation of Liability of Members. Nothing in this Agreement shall alter or waive those provisions of the Association's Articles of Incorporation which establish the limited liability of the members for the debts and obligations of the Association, whether such obligations arise under contract, tort, or statute. Each member shall be obligated to contribute to the Association only those amounts which have been approved by the members, pursuant to the procedures set forth in this Agreement and in the Bylaws of the Association.

13. Effect and Amendment of Prior Aareement. This Agreement shall amend and supersede the current Amended Interlocal Cooperative Agreement for East King County Regional Water Association, when executed by two-thirds of the signators to said Amended Interlocal Cooperative Agreement. This Second Amended Interlocal Cooperative Agreement shall not be effective until so executed.

14. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

Approved and signed this _____ day of _____,

Name of Member

By (Signature of authorized individual

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-

AMENDMENT NO. 1 TO SECOND AMENDED INTERLOCAL
COOPERATIVE AGREEMENT FOR THE EAST KING
COUNTY REGIONAL WATER ASSOCIATION

IN CONSIDERATION of the mutual benefits herein conferred, the undersigned parties to that certain Second Amended Interlocal Cooperative Agreement For The East King County Regional Water Association ("Interlocal Agreement") hereby agree to amend the Interlocal Agreement as set forth below.

RECITALS

A. The East King County Regional Water Association ("RWA") was established by and is governed in accordance with the Interlocal Agreement. The Interlocal Agreement may be amended by a vote of two-thirds of the members.

B. The RWA is a Washington non-profit corporation organized and existing under RCW Ch. 24.03. Articles of Incorporation of the RWA ("Articles of Incorporation") were executed on January 25, 1987, and filed with the Secretary of State of the State of Washington on February 7, 1987.

C. The Board of Directors of the RWA adopted a policy at its regular meeting held September 22, 1994, directing that an amendment to the Interlocal Agreement be prepared to provide that the equity in the RWA's property be allocated among its members based on their contribution towards the RWA's costs. This amendment is to implement such policy.

D. In order to carry out this amendment it is necessary that the Articles of Incorporation be amended.

AGREEMENT

The undersigned parties hereby agree as follows:

1. Termination. The second sentence of Section 8 of the Interlocal Agreement is deleted and replaced with the following:

8. Duration/Termination.

a. Upon termination all liabilities of the RWA shall be paid, or otherwise provided for, in a manner allowed by law; and the net assets of the RWA shall be distributed by category to its members in accordance

with their interests as determined by the following subsection b.

b. Each member of the RWA shall have an equity interest in each of the two categories of the RWA's net assets based upon the following fractions:

(i) Project Assets:

Project Portion of Annual Dues and Special Assessments paid by the member,

divided by

Project Portion of Annual Dues and Special Assessments paid by all members.

(ii) Other Assets:

Non-Project Portion of Annual Dues paid by the member,

divided by

Non-Project Portion of Annual Dues paid by all members.

(iii) Definitions. The capitalized terms set forth above shall have the following definitions:

(1) Project Assets. Project Assets means the portion of the RWA's net assets paid for, in whole or in part, by Special Assessments and the Project Portion of Annual Dues. Such assets include, but are not limited to, the Snoqualmie Aquifer project.

(2) Other Assets. Other Assets means all net assets of the RWA other than Project Assets.

(3) Non-Project Portion of Annual Dues. Non-Project Portion of Annual Dues means the portion of the RWA's annual dues paid by a member other than the Project Portion of Annual Dues.

(4) Project Portion of Annual Dues. Project Portion of Annual Dues means the portion of the RWA's annual dues paid by a member which is allocable to the costs of acquiring, developing, maintaining, preserving and disposing of the RWA's Project Assets. Such allocation shall be

determined by the RWA's staff on an annual basis and shall be subject to the approval of the RWA's Board of Directors. Such determination shall be final and binding upon the RWA and its members except in the event of manifest error.

(5) Special Assessments. Special assessments means the amounts assessed by the RWA and paid by a member for the purpose of acquiring, developing, maintaining, preserving and disposing of the RWA's Project Assets.

2. Transfers of Interests by Members. A new section 15 is hereby added to the Interlocal Agreement as follows:

15. Transfers of Interests by Members.

(a) Nature of Interest. The interest of each member in the net assets of the RWA, which interest consists of a percentage interest in Project Assets and a percentage interest in Other Assets calculated pursuant to Section 8 hereof, is a part of, and cannot be separated from the membership interest of each member in the RWA. All such interests are called collectively "Interests" and the share of each member is call an "Interest."

(b) Restrictions on Transferability. No member of the RWA shall transfer its Interest except as set forth in the following subsections.

(c) Transfers by Operation of Law. Transfers of Interests occurring as a result of mergers, consolidations, annexations followed by assumption of assets, or by operation of law between municipal bodies shall be exempt from the restrictions in this section 15.

(d) Procedures for Transfers Other Than by Operation of Law. Any member ("Offeror") that desires to transfer all or part of its Interest shall abide by the following procedures:

(1) The Offeror shall first offer the Interest to the RWA, in writing. The Offeror and the RWA shall promptly appoint representatives to meet and negotiate, in good faith, concerning the price and terms of the transfer of the Interest to the RWA.

(2) If the Offeror and the RWA cannot agree on the price and terms within ninety (90) days from the date of the first meeting

of the representatives, the Offeror shall offer the Interest to all other then, existing members of the RWA ("Offerees"), in writing. Such offer shall contain the Offerer's desired price and terms of transfer. Each Offeree may agree, in writing, within thirty (30) days from the date of the delivery of the offer, to accept such offer. The share of the Offerer's Interest purchased by an Offeree who accepts the offer ("Accepting Offeree") shall equal the percentage share of each Accepting Offeree's existing Interest calculated without regard to the Offerer's Interest.

(3) If any portion of the Offerer's Interest is not purchased, then the Accepting Offerees shall be promptly advised of such fact in writing. Within thirty (30) days after being so advised, each Accepting Offeree may agree, in writing, to purchase an additional share of such unpurchased portion. Such share shall be allocated among the Accepting Offerees who agree to so purchase based on the Accepting Offerees' respective percentage Interests calculated after the first purchase above but without regard to the Interest of the Offerer and the Interests of the Offerees who did not purchase under subsection (2) above.

(4) Any portion of the Offerer's Interest not transferred to an existing RWA member pursuant to the procedures set forth above may be offered by the Offerer on the same price and terms offered to the members to any non-member municipal class A purveyor (as defined by Washington State Department of Health regulations) who has been assigned a water service area under the East King County Coordinated Water System Plan, as amended. Before such transfer is consummated, the non-member must apply for and be accepted as a member of the RWA. The Board of Directors of the RWA may establish reasonable conditions for such application and transfer.

(5) Any portion of the Offerer's Interest which is not sold pursuant to the above procedures shall remain the property of the Offerer. The Offerer shall first offer

such portion to the RWA and then to the other members pursuant to the above procedures if the Offerer desires to sell it at a later date.

(e) The Interest of a member in the net assets of the RWA who resigns as a member and pays no further Annual Dues or Special Assessments to the RWA shall be reduced, over time, in relation to the Interests of other members through the operation of the formulas set forth in Section 8.

3. Amendment of Articles of Incorporation. Upon execution and delivery of this amendment by two-thirds of the members of the RWA, Articles of Amendment to the Articles of Incorporation substantially in the form attached hereto as Exhibit A shall be signed by the President and Secretary of the RWA and filed with the Secretary of State of the State of Washington.

4. Authority/Counterparts. Each member executing this amendment hereby warrants and represents to the other members and the RWA that the person whose signature appears below on behalf of the member has been duly and properly authorized and directed to sign this amendment on behalf of the member. This amendment may be signed in counterparts.

Approved and signed as of the date appearing next to each signature below.

CITY OF BELLEVUE

By: _____

Authorized Signature

Date

CITY OF DUVALL

By: _____

Authorized Signature

Date

CITY OF ISSAQUAH

By: _____

Authorized Signature

Date

CITY OF KIRKLAND

By: _____
Authorized Signature Date

CITY OF MERCER ISLAND

By: _____
Authorized Signature Date

CITY OF REDMOND

By: _____
Authorized Signature Date

CITY OF RENTON

By: _____
Authorized Signature Date

CITY OF SNOQUALMIE

By: _____
Authorized Signature Date

SAMMAMISH PLATEAU WATER & SEWER DISTRICT

By: _____
Authorized Signature Date

NORTHEAST SAMMAM S SEWER & WATER DISTRICT

By: _____
Authorized Signature Date

CEDAR RIVER WATER & SEWER DISTRICT

By: _____
Authorized Signature Date

WOODINVILLE WATER DISTRICT

By: _____
Authorized Signature Date

KING COUNTY WATER DISTRICT NO. 107

By: _____
Authorized Signature Date

KING COUNTY WATER DISTRICT NO. 119

By: _____
Authorized Signature Date

CITY OF NORTH BEND

By: _____
Authorized Signature Date



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-144	
Motion Authorizing Change Order No. 2 with RW Scott Construction for the North Bend Way Sidewalk Capital Project		Department/Committee/Individual			
		Mayor Rob McFarland			
		City Administrator – David Miller			
		City Attorney – Mike Kenyon/Lisa Marshall			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – Rebecca Deming			
Cost Impact: \$10,829.48 (not to exceed)		Finance – Richard Gould			
Fund Source: TIB Complete Streets Grant and Street and Storm Capital		Public Works – Mark Rigos, P.E.		X	
Timeline: Immediate					
Attachments: Change Order No.2					
<p>SUMMARY STATEMENT:</p> <p>On June 7, 2022, the City Council awarded the North Bend Way Sidewalk Capital Project (TIP Project # T-007) to construction company RW Scott Construction (RW). The project is located along the south side of North Bend Way and abuts a Shell gas station, Rio Bravo Mexican restaurant and a public park and ride lot. Notice to Proceed on construction was issued by City staff to RW on July 21, 2022 with 40 working days allowed in the contract.</p> <p>On September 20, 2022, the City Council approved Change Order No. 1 for removal of contaminated material discovered during excavation of the joint utility trench along the gas station frontage. RW Scott workers stockpiled this material on McClellan Avenue and immediately covered it with plastic. Subsequent soil testing confirmed the petroleum-based contamination was present in the soils. The Change Order cost was \$29,558.84.</p> <p>As the project continued, RW Scott encountered additional contaminated materials and performed some Force Account work which consisted of removing and disposing of some reinforced concrete driveway that was not shown in the plans and unknown to staff during design. A breakdown of Change Order No. 2 is attached.</p> <p>This situation is no fault of RW Scott. Additional contaminated soils and force account work was not included in the base contract. City staff recommend Change Order No. 2 be approved.</p>					
<p>APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.</p>					
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on November 22, 2022 and recommended approval and placement on Consent Agenda.</p>					
<p>RECOMMENDED ACTION: MOTION to approve AB22-144, authorizing Change Order No. 2 with RW Scott Construction for the North Bend Way Sidewalk Capital Project, in a form and content acceptable to the City Attorney, in an amount not to exceed \$10,829.48 including sales tax.</p>					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
December 6, 2022					

CONTRACT CHANGE ORDER - NO. 2			
PROJECT NAME	North Bend Way Sidewalk Project		
OWNER	City of North Bend		
CONTRACTOR	RW Scott Construction	CHANGE ORDER NUMBER	2
ORIGINAL CONTRACT DOLLAR AMOUNT AND TIME (IN DAYS)		\$337,115.00	40
PRIOR CHANGE ORDER AMOUNTS		\$29,558.84	2
CONTRACT AMOUNT AND TIME (IN DAYS) PRIOR TO THIS CHANGE ORDER		\$366,673.84	42
THE CHANGE DESCRIBED BELOW BECOMES A PART OF THE CONTRACT ONLY UPON SIGNATURES OF BOTH THE CONTRACTOR AND OWNER. ALL OTHER TERMS OF THE CONTRACT REMAIN UNCHANGED			
		Dollars	Time (Days)
1	Removal and disposal of approximately 50 CY of additional contaminated material (petroleum based) found adjacent to the Shell Gas Station when excavating for the joint utility trench.	\$7,640.85	0
2	Force Account 1, Force Account 2, Force Account 3 not including \$5,000 in minor changes included in contract.	\$7,936.18	0
3	Minor Quantity Adjustments (deductive)	(\$4,747.55)	0
		\$0.00	0
NET CHANGE TO DOLLAR AMOUNT AND TIME		\$10,829.48	0
REVISED CONTRACT DOLLAR AMOUNT AND TIME (IN DAYS)		\$377,503.32	42
REVISED TAX AMOUNT (N/A)		\$0.00	
REVISED CONTRACT DOLLAR AMOUNT INCLUDING TAX		\$377,503.32	
SIGNATURES			
THE PARTIES TO THIS CONTRACT AGREE TO THE TECHNICAL CHANGES, THE CHANGES IN CONTRACT DOLLAR AMOUNT AND THE CHANGES IN CONTRACT TIME INDICATED ABOVE.			
		Project Manager	Date
Contractor's Representative	Date	Mayor	Date

FA # 1							DAILY REPORT OF FORCE ACCOUNT WORK						
Project No: 20-444							Project Name: North Bend Way sidewalk project						
Item No:							Date: 8/9/2022						
Description of Work/Remarks:													
sawcutting Delays due to Rebar in Concrete and unanticipated Cutting Depth also includes Disposal fees for concrete with rebar													
Prime Contractor: RW Scott Const.							Sub-Contractor:						
LABOR													
Name		Occupation		Straight Time Hours WWR		Overtime Hours WWR		Dollar Amount					
Jack hill		Operator		10	\$ 101.14			\$ 1,011.40					
Ryan Kerby		Laborer		10	\$ 73.90			\$ 739.00					
								\$ -					
								\$ -					
								\$ -					
								\$ -					
								\$ -					
								\$ -					
Subtotal - Labor:								\$ 1,750.40					
Labor - O.H. & P. Subcontractor @ ____ %:													
O & P 31%								\$ 542.62					
Labor Total:								\$ 2,293.02					
EQUIPMENT OR ATTACHMENTS													
Equipment or Attachments				Serial or Year	Hours Working	Hours Standby	Adjusted Rate	Dollar Amount					
#33 Saw truck with Concrete slab saw					10		\$ 72.00	\$ 720.00					
								\$ -					
								\$ -					
								\$ -					
								\$ -					
								\$ -					
Subtotal - Equipment:								\$ 720.00					
Equipment - O.H. & P. Subcontractor @ ____ %:													
O&P 21%								\$ 151.20					
Equipment Total:								\$ 871.20					
MATERIALS													
Materials				Invoice Number	Quantity	Unit	Price	Dollar Amount					
Mt. Si Quarry invoice				2496be	15.8	tons	\$ 25.00	\$ 395.00					
							\$ -	\$ -					
							\$ -	\$ -					
							\$ -	\$ -					
							\$ -	\$ -					
Subtotal - Materials:								\$ 395.00					
tax 10%								\$ 39.50					
O & P 21%								\$ 91.25					
Materials Total:								\$ 525.75					
SUBMITTED							SUBTOTAL: \$ 3,689.97 TOTAL AMOUNT: \$ 3,689.97						
To: _____													
<i>Owner's Representative</i>													
By: _____													
<i>Contractor's Representative</i>													

Mt. Si Quarry Inc.
39801 SE 101st St.
Snoqualmie, WA 98065
425.888.3999

607-22
Force Account

Council Packet December 6, 2022

Nº 133377

Number 99 (14) Date 7/17/22

Commodity Pen - Polymetal

Weighed by cup

15.8

ID 99

GROSS 55340 lb INBOUND

07/27/2022 07:29AM

GROSS 55340 lb

GROSS 55340 lb

GROSS 55340 lb RECALLED

TARE 21240 lb 022

NET: 29AM 07/27/2022

GROSS 55340 lb

07/27/2022 07:26AM 022

GROSS 55340 lb

GROSS 55340 lb

Job 07:26AM 07/27/2022

Driver R. J. M.

MT. SI QUARRY, INC.
 PO BOX 922
 SNOQUALMIE, WA 98065

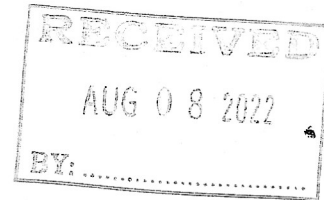
Invoice

Date	Invoice #
8/1/2022	24496be

Phone # 425 888 3999

Fax # 425 888 4595

Bill To
R.W. Scott 4005 West Valley Hwy. Kent, WA 98001



Terms		P O #	Project
30 days			608
Quantity	Description	Rate	Amount
64.78	CONCRETE - IN	13.00	842.14T
15.8	CONCRETE W/ DEBRIS	25.00	395.00T
	Resale	0.00%	0.00
		Total	\$1,237.14

VENDOR

ACCT. #

JOB #

APPROVED

5060

608-22

607-22

OK JRL

\$842.14
\$395.00

FA # 2							DAILY REPORT OF FORCE ACCOUNT WORK						
Project No: 20-444				Project Name: North Bend Way sidewalk project				Date: 8/9/2022					
Description of Work/Remarks:													
Planned Grades and elevations did not work out in the Field. Forced to field fit/redesign and regrade driveway for the Shell Gas Station													
Prime Contractor: RW Scott Const.							Sub-Contractor:						
LABOR													
Name		Occupation		Straight Time Hours WWR		Overtime Hours WWR		Dollar Amount					
Jack hill		Operator #123		2 \$ 101.14				\$ 202.28					
Ryan Kerby		Laborer		2 \$ 73.90				\$ 147.80					
Joseph Yingst		Laborer		2 \$ 73.90				\$ 147.80					
								\$ -					
								\$ -					
								\$ -					
								\$ -					
								\$ -					
Subtotal - Labor:								\$ 497.88					
Labor - O.H. & P. Subcontractor @ ____ %:													
O&P 31%								\$ 154.34					
Labor Total:								\$ 652.22					
EQUIPMENT OR ATTACHMENTS													
Equipment or Attachments			Serial or Year	Hours Working	Hours Standby	Adjusted Rate		Dollar Amount					
# 123 Kobelco SK 35 mini excavator				2		\$ 60.00		\$ 120.00					
#14 Ford Solo Dump				2		\$ 102.00		\$ 204.00					
								\$ -					
								\$ -					
								\$ -					
								\$ -					
Subtotal - Equipment:								\$ 324.00					
Equipment - O.H. & P. Subcontractor @ ____ %:													
O&P 21%								\$ 68.04					
Equipment Total:								\$ 392.04					
MATERIALS													
Materials			Invoice Number	Quantity	Unit	Price		Dollar Amount					
						\$ -		\$ -					
						\$ -		\$ -					
						\$ -		\$ -					
						\$ -		\$ -					
						\$ -		\$ -					
Subtotal - Materials:								\$ -					
tax 10%								\$ -					
O & P 21%								\$ -					
Materials Total:								\$ -					
SUBMITTED					SUBTOTAL: \$ 1,044.26 TOTAL AMOUNT: \$ 1,044.26								
To:													
<i>Owner's Representative</i>													
By: <i>Tyler Scott</i>													
<i>Contractor's Representative</i>													

DAILY REPORT OF FORCE ACCOUNT WORK						
Project No: <u>20-444</u>		Project Name: <u>North Bend Way sidewalk project</u>				
Item No: _____		Date: <u>8/22/2022</u>				
Description of Work/Remarks: Mobe in/out a larger machine more equipped to handle the extra thick concrete and rebar driveways and roadpanels. Demo and remove extra 10-12" thick concrete driveway and Gas station apron with Rebar. By using elaphants foot breaker we were able to remove all rebar on site eliminating extra dump fees						
Prime Contractor: <u>RW Scott Const.</u>		Sub-Contractor: _____				
LABOR						
Name	Occupation	Straight Time		Overtime		Dollar Amount
		Hours	WWR	Hours	WWR	
Scot Winschell	T.D. #45 KW T 800 Solo	5	\$ 93.54			\$ 467.70
Tyler Scott	Foreman/OPR. #124	7	\$ 101.14			\$ 707.98
Joseph Yingst	Laborer	7	\$ 73.90			\$ 517.30
Dan Mydland	T.D. #22 Lowboy	6.5	\$ 94.63			\$ 615.10
						\$ -
						\$ -
						\$ -
						\$ -
Subtotal - Labor:						\$ 2,308.08
Labor - O.H. & P. Subcontractor @ ____ %:						
O & P 31%						\$ 715.50
Labor Total:						\$ 3,023.58
EQUIPMENT OR ATTACHMENTS						
Equipment or Attachments	Serial or Year	Hours Working	Hours Standby	Adjusted Rate	Dollar Amount	
#22 Peterbilt tractor with lowboy trailer	1998	6.5		\$ 144.00	\$ 936.00	
#45 KW T800 Solo Dump	2006	5		\$ 102.00	\$ 510.00	
# 126 Komatsu PC 200/with Rammer S56 Breaker atch	1998	6		\$ 300.00	\$ 1,800.00	
#202 Hitachi Ex 135 Excavator	2002	4		\$ 132.00	\$ 528.00	
					\$ -	
					\$ -	
Subtotal - Equipment:						\$ 3,774.00
Equipment - O.H. & P. Subcontractor @ ____ %:						
O&P 21%						\$ 792.54
Equipment Total:						\$ 4,566.54
MATERIALS						
Materials	Invoice Number	Quantity	Unit	Price	Dollar Amount	
Mt Si quarry concrete dump fees	24553	35.36	tons	\$ 13.00	\$ 459.68	
ticket #s 134013,134016,134015				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
Subtotal - Materials:						\$ 459.68
tax 10%						\$ 45.97
O & P 21%						\$ 106.19
Materials Total:						\$ 611.83
SUBMITTED			SUBTOTAL: \$ 8,201.95 TOTAL AMOUNT: \$ 8,201.95			
To: _____						
By: _____						
<i>Owner's Representative</i> <i>Contractor's Representative</i>						

MT. SI QUARRY, INC.
PO BOX 922
SIQUALMIE, WA 98065

Council Packet December 6, 2022

Invoice

Phone # 425 888 3999
Fax # 425 888 4595

Date	Invoice #
8/29/2022	24553

Bill To
R.W. Scott 4005 West Valley Hwy N STE A Auburn, WA 98001



Terms	P O #	Project
30 days		608

Quantity	Description	Rate	Amount
50.42	CONCRETE - IN Resale	13.00 0.00%	655.46T 0.00
<div>ENT</div> <div>Ticket total- 35.36 tons * \$13.00 = 459.68</div> <div>5060</div> <div>607-20 459.68</div> <div>608-22 195.78</div> <div>APPROVED ok JRL</div>			
Total			\$655.46

Mt. Si Quarry Inc.
39801 SE 101st St.
Snoqualmie, WA 98065
425.888.3999

RW SCOTT
No 134016

N.B.W. Driveway FA

607-20

8/03

Number 104 Date

Commodity

Weighed by RW

ID 104

GROSS 52120 lb INBOUND

08/22/2022 03:15PM

ID 104

GROSS 52120 lb RECALLED

TARE 26260 lb

NET 25860 lb

08/22/2022 03:15PM

608

D.93

Job

Driver RW SCOTT

Mt. Si Quarry Inc.
39801 SE 101st St.
Snoqualmie, WA 98065
425.888.3999

RW SCOTT
No 134016

N.B.W. Driveway FA

608-20

8/22

Number 100 Date

Commodity concrete

Weighed by CW

ID 100

GROSS 41580 lb INBOUND

08/22/2022 01:15PM

ID 100

GROSS 41580 lb RECALLED

TARE 26260 lb

NET 15320 lb

608

7.66

Job

Driver RW SCOTT

Mt. Si Quarry Inc.
39801 SE 101st St.
Snoqualmie, WA 98065
425.888.3999

NBW Driveway FA
No 134015

Number 102 Date 8/22

Commodity Concrete

Weighed by CW

102
55780 lb INBOUND

08/22/2022 02:00PM
102

55780 lb RECALLED
TARE 26240 lb
NET 29540 lb

08/23/2022 02:04PM

Job 608

Driver Scott

608-22

Mt. Si Quarry Inc.
39801 SE 101st St.
Snoqualmie, WA 98065
425.888.3999

No 134029

Number 103 Date 8/22

Commodity Gravel

Weighed by CA

103
39801 16080 lb INBOUND
8/22/2022 03:11PM RECALLED
TARE 13240 lb
NET 2740 lb
08/22/2022 03:11PM

Job 1008

Driver R. LIN

137

SCHEDULE A									
Item No.		Quantity	Units	Unit Price	Contract Amount	Actual Quantity	Actual Amount	Amount Difference	
1	Minor Changes (SP 1-04.4(1))	1	EST	\$ 5,000.00	\$ 5,000.00	2.587236	\$ 12,936.18	\$ -	
2	Record Drawings (min \$1000) (SP 1-05.3)	1	LS	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ -	
3	Roadway Surveying (SP 1-05.4)	1	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -	
4	SPCC Plan (SS 1-07.15(1))	1	LS	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -	
5	Potholing Existing Utilities (SP 1-07.17)	1	LS	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -	
6	Mobilization, Cleanup, and Demobilization (SP 1-09.7)	1	LS	\$ 35,000.00	\$ 35,000.00	1	\$ 35,000.00	\$ -	
7	Project Temporary Traffic Control (SP 1-10.4(1))	1	LS	\$ 27,000.00	\$ 27,000.00	1	\$ 27,000.00	\$ -	
8	Removal of Structures and Obstructions (SP 2-02.5)	1	LS	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -	
9	Sawcutting (SP 2-02.5)	840	LF	\$ 4.50	\$ 3,780.00	876	\$ 3,942.00	\$ 162.00	
10	Removal of Cement Conc. Sidewalk (SP 2-02.5)	360	SY	\$ 25.00	\$ 9,000.00	360	\$ 9,000.00	\$ -	
11	Removal of Cement Conc. Curb and Gutter (SP 2-02.5)	225	LF	\$ 25.00	\$ 5,625.00	250	\$ 6,250.00	\$ 625.00	
12	Removal of Asphalt Pavement (SP 2-02.5)	500	SY	\$ 20.00	\$ 10,000.00	502	\$ 10,040.00	\$ 40.00	
13	Unsuitable Foundation Excavation Incl. Haul (SP 2-03.5)	35	CY	\$ 60.00	\$ 2,100.00	0	\$ -	\$ (2,100.00)	
14	Crushed Surfacing Top Course (SP 4-04.5)	90	TN	\$ 45.00	\$ 4,050.00	67.89	\$ 3,055.05	\$ (994.95)	
15	HMA for Pavement Repair Cl. 1/2 In. Pg 64-22 (SP 5-04)	65	TN	\$ 225.00	\$ 14,625.00	74.09	\$ 16,670.25	\$ 2,045.25	
16	8" DI Storm Drain Pipe (7-04.5)	10	LF	\$ 295.00	\$ 2,950.00	10	\$ 2,950.00	\$ -	
17	12" DI Storm Drain Pipe (7-04.5)	5	LF	\$ 400.00	\$ 2,000.00	5	\$ 2,000.00	\$ -	
18	Catch Basin Type I (SP 7-05.5)	2	EA	\$ 2,000.00	\$ 4,000.00	3	\$ 6,000.00	\$ 2,000.00	
19	Adjust Catch Basin Frame and Grate (SP 7-05.5)	6	EA	\$ 500.00	\$ 3,000.00	6	\$ 3,000.00	\$ -	
20	Replace Storm Lid	2	EA	\$ 750.00	\$ 1,500.00	2	\$ 1,500.00	\$ -	
21	Shoring and Trench Safety (SP 7-08.5)	1	LS	\$ 300.00	\$ 300.00	1	\$ 300.00	\$ -	
22	Erosion Control/Water Pollution Control (SP 8-01.5)	1	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	
23	Property Restoration (SP 8-02.5)	1	LS	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	\$ -	
24	Tree Grate (SP 8-02.5)	4	EA	\$ 2,500.00	\$ 10,000.00	4	\$ 10,000.00	\$ -	
25	PS/PE Ginko Fastiglata, 6'-8' (Min. 2.5" Caliper) (SP 8-02.5)	4	EA	\$ 3,500.00	\$ 14,000.00	4	\$ 14,000.00	\$ -	
26	Relocate Bench (SP 8-02.5)	2	EA	\$ 350.00	\$ 700.00	2	\$ 700.00	\$ -	
27	Cement Conc. Curb and Gutter (SP 8-04.5)	480	LF	\$ 46.50	\$ 22,320.00	472.5	\$ 21,971.25	\$ (348.75)	
28	Cement Conc. Pedestrian Curb (SP 8-04.5)	55	LF	\$ 56.00	\$ 3,080.00	64.5	\$ 3,612.00	\$ 532.00	
29	Cement Conc. Driveway Entrance Type I (SP 8-06.5)	190	SY	\$ 94.00	\$ 17,860.00	199.35	\$ 18,738.90	\$ 878.90	
30	Cement Conc. Curb Ramp Type Parallel (SP 8-14.5)	2	EA	\$ 4,400.00	\$ 8,800.00	2	\$ 8,800.00	\$ -	
31	Cement Conc. Curb Ramp Type Single Direction (SP 8-14.5)	1	EA	\$ 4,800.00	\$ 4,800.00	1	\$ 4,800.00	\$ -	
32	Cement Conc. Curb Ramp Type Combination (SP 8-14.5)	1	EA	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	
33	Cement Conc. Sidewalk (SP 8-14.5)	425	SY	\$ 100.00	\$ 42,500.00	372.23	\$ 37,223.00	\$ (5,277.00)	
34	Illumination System Complete (SP 8-20.5)	1	LS	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00	\$ -	
35	Joint Utility Trench	495	LF	\$ 30.00	\$ 14,850.00	495	\$ 14,850.00	\$ -	
36	Remove and Relocate Sign (SP 8-21.5)	2	EA	\$ 300.00	\$ 600.00	2	\$ 600.00	\$ -	
37	Paint Line (SP 8-22.5)	110	LF	\$ 5.00	\$ 550.00	0	\$ -	\$ (550.00)	
38	Plastic Crosswalk Line (SP 8-22.5)	200	SF	\$ 20.00	\$ 4,000.00	112	\$ 2,240.00	\$ (1,760.00)	
39	Paint Curb (SP 8-22.5)	125	LF	\$ 5.00	\$ 625.00	125	\$ 625.00	\$ -	
Change Order: contaminated soils		1	LS	\$ 29,558.84	\$ 29,558.84	1.25849627	\$ 37,199.69	\$ -	
Bid Subtotal				\$	366,673.84		\$ 377,503.32	\$ (4,747.55)	
Sales Tax (NA)				\$	-				
Bid Total				\$	366,673.84				



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-145
Motion Authorizing Contract with PH Consulting, LLC for the Alm Way Bridge Removal and Stream Restoration Project		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Mike Kenyon/Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: \$109,646.25 (Not to Exceed)		Public Works – Mark Rigos, P.E.		X
Fund Source: Transportation Impact Fees (TIF)				
Timeline: Immediate				
Attachments: Scope and Fee				
<p>SUMMARY STATEMENT:</p> <p>In May 2022, the City’s Transportation and Public Works (TPW) Committee requested Public Works Department staff to further evaluate the deteriorating condition of the inoperable Alm Way Bridge over Gardiner Creek in the very northwest corner of the City. The concern is that pedestrians are still using a broken and unsafe bridge. Many years ago, Public Works staff placed two sets of jersey barriers on both sides of Alm Way to prevent vehicles from attempting to access the bridge, but pedestrians apparently occasionally still use the unsafe bridge.</p> <p>This bridge removal and stream restoration project has been in the City’s 6-year Transportation Improvement Plan (TIP) for at least 9 years. Richard Anderson, Executive Director of the Train Museum in Snoqualmie, has also requested the City improve the situation. The local train crosses Gardiner Creek via a trestle immediately downstream of Alm Way, so Mr. Anderson would prefer a safer situation at the location. City staff agree with Mr. Anderson.</p> <p>This project is not in the City’s top 5 TIP priority list, but because of the public safety concern and relative low cost compared to other TIP projects, this project is proposed to be completed sooner.</p> <p>During high water events, Gardiner Creek over the years has slowly eroded the embankments under the two Alm Way bridge approaches. Now, at both approaches, the roadway has almost completely fallen into the creek leaving a dangerous condition for pedestrians who walk around the jersey barriers.</p> <p>This project would include removing the existing bridge, pulling or cutting the piles within the creek that support the bridge, pulling back the slopes on both sides of the bridge and restoration of the side slopes with native species within the greenbelt. Building a replacement bridge would cost far more than \$1 million and there is little benefit in a replacement bridge, so removal of the bridge and stream restoration is the best option per City staff and is consistent with former City Council direction.</p> <p>City staff has selected PH Consulting, LLC (PH) to provide plans, specifications, and estimates (PS&E) for this project. PH’s services include a topographic survey, environmental permitting, landscape architecture design, and 30%, 90%, and Final PS&E. Engineering design and permitting is scheduled to be completed in April 2023 with construction taking place in summer of 2023, if permitting allows. Otherwise, construction would occur in 2024.</p> <p>Funding for the design portion of this project will come from transportation impact fees. The \$109,646.25 cost of design includes approximately \$17,000 in permitting work that may not be required along with a \$5,300 management reserve task that may not be used either.</p>				

City Council Agenda Bill

City staff recommends moving forward with PH Consulting, LLC for the attached work scope and fee.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee during their November 22, 2022 meeting and was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB22-145, authorizing a contract with PH Consulting, LLC for the Alm Way Bridge Removal and Stream Restoration Project, in a form and content acceptable to the City Attorney, in an amount not to exceed \$109,646.25.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2022		

SCOPE OF WORK

Project Name: Alm Way Bridge Removal
Client: City of North Bend
Date: October 11, 2022

Introduction

PH Consulting ("PH") will provide professional engineering services for removal of an existing decommissioned bridge located on SE 106th PL (coordinate 47.502720678660566, -121.80407353184503) over Gardiners Creek for City of North Bend. The PH team's design phase will include coordination with the City, environmental permitting, geotechnical services, and preparation of sequenced demolition plans, specifications, and estimates ("PS&E").

Supplemental services, including bidding support, construction engineering support, documentation, and inspections services may be added after the design phase is complete.

Task Summary

Task 001	Project Management
Task 002	Survey & Base Mapping
Task 003	Landscape Architecture
Task 004	Environmental Permitting
Task 005	30% Preliminary Design
Task 006	90% Design
Task 007	Final Design
Task 008	Management Reserve
Expenses	

Preliminary Project Schedule

Our Team shall begin work immediately upon receipt of Notice to Proceed and progress according to the attached Project Schedule. Key dates include:

Notice to Proceed ("NTP")	October 2022
Survey	November 2022
30% Preliminary Design Submittal.....	December 2022
90% Design Submittal	late January 2023
Final Design Submittal	March 2023
Permitting	November 2022 - April 2023
Bidding & Award	April 2023

A detailed project schedule, including permitting timelines, will be provided after Notice-to-Proceed.

Scope of Work

PH's scope of work for the project is outlined as follows.

Task 001 Project Management

This task is for general project coordination, project monitoring, reporting, monthly invoicing, and meetings on the project, including plan review/discussion meetings, in-house quality assurance. This task also includes coordination with and management of subconsultants.

ASSUMPTIONS & EXCLUSIONS

- Community Outreach/Engagement is not anticipated for this project and is excluded from the scope.

Task 002 Survey & Base Mapping

This task will be exclusively for Axis Survey and Mapping ("Axis") and any PH coordination time is included in Task 001 above. Axis' scope is included as Exhibit C attached to this proposal.

Task 003 Landscape Architecture

This task will be exclusively for Baumwelt and any PH coordination time is included in Task 001 above. Baumwelt's scope is included as Exhibit D attached to this proposal.

Task 004 Environmental Permitting

This task will be exclusively for GeoEngineers and any PH coordination time is included in Task 001 above. GeoEngineers' scope is included as Exhibit E attached to this proposal.

Note that this scope and fee includes an Estimated Fee with and without Section 404 Permitting.

Task 005 30% Preliminary Design

Following the Kick-off meeting, the Consultant shall provide a 30% Preliminary Design to include a layout of all project elements included in the plan set. The 30% Preliminary Design submittal will also include a 30% cost estimate.

ASSUMPTIONS & EXCLUSIONS

- The 30% Preliminary plans will include a cover sheet, general notes and legend, a Temporary Erosion & Sediment Control (TESC) plan, a list of equipment for bridge demolition, and a sequenced demolition plan detailing containment, collection, and disposal of debris.
- The project will require only the removal of existing decommissioned bridge and finishing the earthen surface to match adjacent condition and slope.
- Plans will be prepared using City of North Bend AutoCAD Civil 3D standards.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review.

DELIVERABLES

- The 30% Preliminary plans will be provided electronically as PDFs.
- The 30% Preliminary estimate will be provided electronically as PDF and in MS Excel.

Task 006 90% Design

After City review of the 30% Preliminary Design, the City and the PH team will meet to discuss the City's review comments, and PH will then proceed with towards 90% Design. The 90% design will include complete demolition plans, contract bid documents, specifications, and estimates, with relevant design details incorporated into the plans and specifications.

ASSUMPTIONS & EXCLUSIONS

- Prior to the 90% Design stage, the City will provide the most current version of the front-end contract documents in Word format to PH.
- Specifications will be prepared per WSDOT 2022 Specifications Manual with relevant WSDOT, APWA, Local, and project specific GSP's incorporated as needed.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review at each design stage.

DELIVERABLES

- 90% Design plans will be provided electronically as PDFs.
- 90% Design specifications will be provided electronically as PDF and in MS Word.
- 90% Design estimates will be provided electronically as PDF and in MS Excel.

Task 007 Final Design

After City review of the 90% Design, the City and the PH team will meet to discuss the City's review comments, and PH will then proceed with towards Final Design. The Final Design package submittal will include complete, bid-ready contract documents, and it is not anticipated that the City will provide review comments at this stage

DELIVERABLES

- Final Design plans will be provided electronically as PDFs.
- Final Design specifications will be provided electronically as PDF and in MS Word.
- Final Design estimates will be provided electronically as PDF and in MS Excel.

Task 008 Management Reserve

This task provides for unanticipated services deemed to be necessary during the Project that are not specifically identified in the scope of work tasks defined above. Funds in this task are not to be used unless explicitly authorized by the City. Fee estimate is based on $\pm 5\%$ of authorized Tasks.

Expenses

This task provides for reimbursement associated with mileage, meetings, plots, and site visits throughout the course of the project.

General Assumptions and Notes

- Scope and fees outlined above are based on the following:
 - a. Emails and exhibit from the City in July 2022.
 - b. Site visit with the City in July 2022.
- The City will provide available information, including a latest bridge inspection report.
- The following items are not included in this this scope of work:
 - a. ROW services
 - b. Storm drainage detention, water quality, or conveyance design or analysis.
 - c. Utility design or coordination.
 - d. Detailed structural calculations.
- PH will not pay any agency or easement fees on behalf of the City.
- Fees incurred due to reimbursable expenses such as large format copies (larger than legal size), mileage, and plots will be billed the **Expenses** task.
- Time and expense items are based on our Team's current hourly rates.
- PH reserves the right to move funds between approved Tasks as necessary based on approved scope of work provided the overall budget of Tasks is not exceeded. The City's Project Manager will be notified if funds are shifted.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.

Council Packet December 6, 2022

CONSULTANT FEES
Alm Way Bridge Removal
City of North Bend

PH Consulting Staff Category	Hours	Rate	Cost
Principal	0	\$ 210.00	\$ -
Senior Project Manager	44	\$ 205.00	\$ 9,020.00
Senior Traffic Engineer	0	\$ 185.00	\$ -
Project Engineer	82	\$ 175.00	\$ 14,350.00
CAD Designer II	62	\$ 135.00	\$ 8,370.00
Associate Engineer	12	\$ 125.00	\$ 1,500.00
Office Administrator	4	\$ 110.00	\$ 440.00
Total Hours	204		\$ 33,680.00

Direct Fees **\$ 33,680.00**

Subconsultants

AXIS Survey	\$ 5,280.00
Benesch	\$ 10,450.00
GeoEngineers	\$ 54,780.00

Sub-Total Subconsultants (Incl. Mark-up) **\$ 70,510.00**

Management Reserve (~5% of Direct Fees & Subconsultants) **\$ 5,300.00**

Subtotal \$ 109,490.00

Direct Expenses	Unit	Cost	Total
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Utility Locator	1	\$ -	\$ -
Title Reports	1	\$ -	\$ -
2022 Mileage Rates	250	\$ 0.625	\$ 156.25

Sub-Total Direct Expenses **\$ 156.25**

Total Fee **\$ 109,646.25**

CONSULTANT FEES
Alm Way Bridge Removal
City of North Bend

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer II	Associate Engineer	Office Administrator	Sub-Consultants/ Reserve	Total
	Hourly Rate	\$ 210.00	\$ 205.00	\$ 185.00	\$ 175.00	\$ 135.00	\$ 125.00	\$ 110.00		
001	PROJECT MANAGEMENT									
	Project Coordination		4							4
	Project Monitoring & Invoicing		2					4		6
	Project Team Meetings		2							2
	Subconsultant Management		16		8					24
	Task 001 Total Hours	0	24	0	8	0	0	4		36
	Subtotal Task 001	\$ -	\$ 4,920.00	\$ -	\$ 1,400.00	\$ -	\$ -	\$ 440.00	\$ -	\$ 6,760.00
002	SURVEY SERVICES									
	Axis Survey & Mapping								\$ 4,800.00	
	Markup (10%)								\$ 480.00	
	Task 002 Total Hours	0	0	0	0	0	0	0		0
	Subtotal Task 002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,280.00	\$ 5,280.00
003	LANDSCAPE ARCHITECTURE SERVICES									
	Baumwelt								\$ 9,500.00	
	Markup (10%)								\$ 950.00	
	Task 003 Total Hours	0	0	0	0	0	0	0		0
	Subtotal Task 003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,450.00	\$ 10,450.00
004	ENVIRONMENTAL PERMITTING									
	GeoEngineers								\$ 34,600.00	0
	Markup (10%)								\$ 3,460.00	0
	Additional if Section 404 Permitting								\$ 15,200.00	0
	Markup (10%)								\$ 1,520.00	0
	Task 004 Total Hours	0	0	0	0	0	0	0		0
	Subtotal Task 004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,780.00	\$ 54,780.00
005	30% PRELIMINARY DESIGN									
	Plans		4		20	24				48
	Estimate		2		8	4				14
	Task 005 Total Hours	0	6	0	28	28	0	0		62
	Subtotal Task 005	\$ -	\$ 1,230.00	\$ -	\$ 4,900.00	\$ 3,780.00	\$ -	\$ -	\$ -	\$ 9,910.00
006	90% DESIGN									
	Plans		2		12	20				34
	Specifications		2		12		8			22
	Estimate		2		4	2				8
	Project Walk-Through after 30%		4							4
	Task 006 Total Hours	0	10	0	28	22	8	0		68
	Subtotal Task 006	\$ -	\$ 2,050.00	\$ -	\$ 4,900.00	\$ 2,970.00	\$ 1,000.00	\$ -	\$ -	\$ 10,920.00
007	FINAL DESIGN									
	Plans		2		8	12				22
	Specifications		1		8		4			13
	Estimate		1		2					3
	Task 007 Total Hours	0	4	0	18	12	4	0		38
	Subtotal Task 007	\$ -	\$ 820.00	\$ -	\$ 3,150.00	\$ 1,620.00	\$ 500.00	\$ -	\$ -	\$ 6,090.00
008	FINAL DESIGN									
	5% of Tasks 1-7								\$ 5,300.00	
	Task 008 Total Hours	0	0	0	0	0	0	0		
	Subtotal Task 008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,300.00	\$ 5,300.00
	PH TOTAL HOURS	0	44	0	82	62	12	4		204
	TOTAL ALL TASKS	\$ -	\$ 9,020.00	\$ -	\$ 14,350.00	\$ 8,370.00	\$ 1,500.00	\$ 440.00	\$ 75,810.00	\$ 109,490.00

AXIS' Alm Way – Survey Scope and Fee

Scope of Work – Additional Services

The Project area generally includes mapping for roadway and pedestrian improvements at the following site:

- Mapping of Alm Way (SE 106th Pl) as it crosses Gardiners Creek. Project limits more specifically defined in Exhibit B.

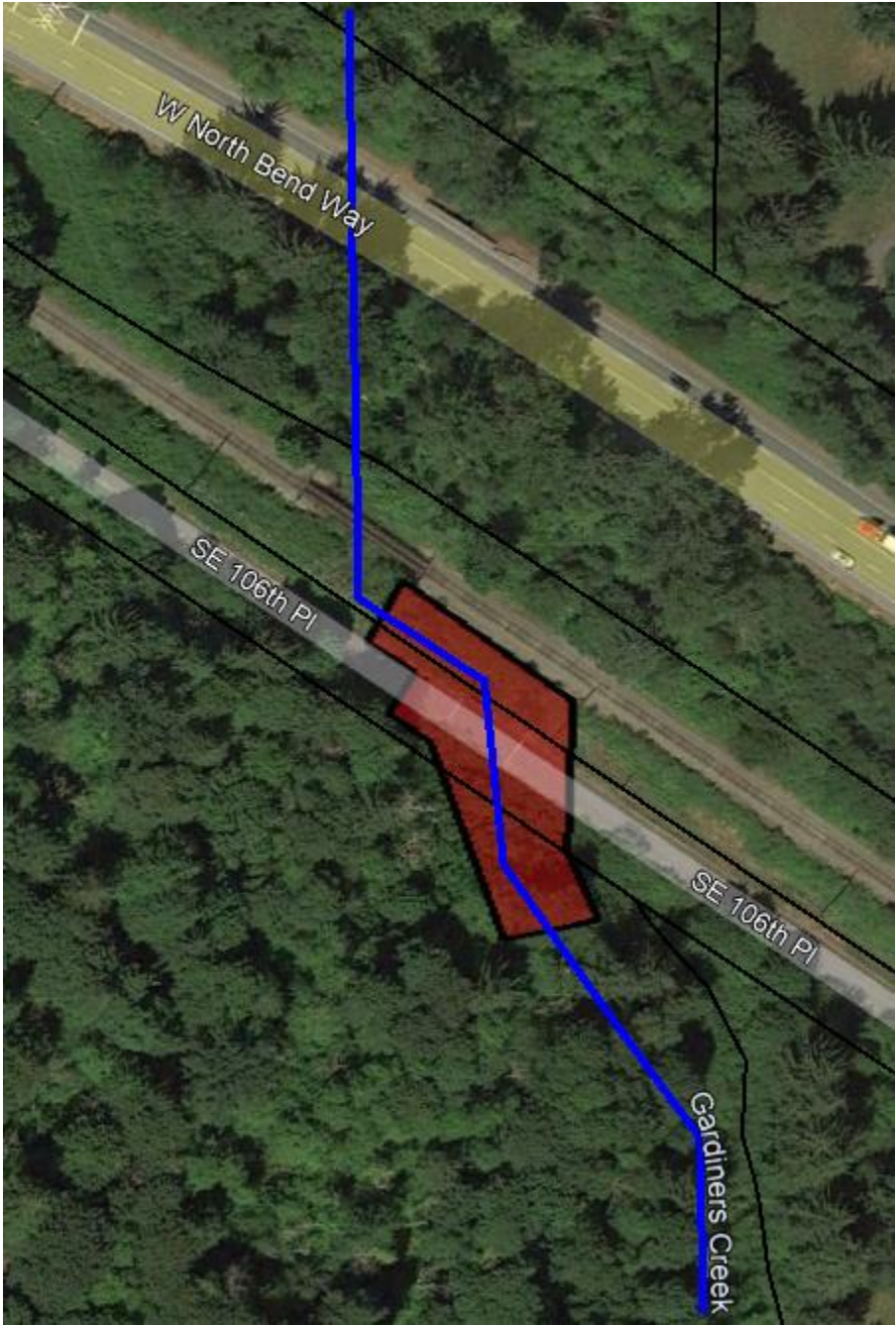
Task 001– SURVEY & BASE MAPPING.....Fixed Fee: \$4,800

Axis Survey and Mapping will prepare base mapping for the overlay areas specified in the Project Description above. AutoCAD drawings will be prepared at a scale of 1"=20'. Services will include the following:

- Control survey in NAD 83/91 Horizontal Datum, with all elevations derived from and checked to NAVD 88 Vertical Datum.
- Delineate parcel lines within above-described area as available from recorded plats and public records further compared to City of North Bend and King County Parcel GIS lines.
- Ground elevations within mapping limits on an approximate 25' grid plus elevations along obvious topographic breaks.
- Show and dimension located topographic features and contours at 1' intervals.
- Location and elevation of the following infrastructure improvements:
 - Asphalt, curbing, sidewalks, and other surface improvements
 - Catch basins, culverts, sewer manholes, fire hydrants and other utilities which are observable from surface exploration
- Set additional elevation benchmarks at each end of project area.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Fee does not include coordination with private utility locate company to ascertain conductible underground utility locations. If underground utilities are present, it is suggested that a locate company is contacted.
- Show known utilities and septic systems as provided by City of North Bend, research of available utility as-built records and as located by utility locators.

Fixed Fee (Allowance): \$4,800

AXIS' Alm Way – Mapping Limits



SCOPE OF WORK

BAUMWELT

Alm Way Bridge Removal Landscape Architecture Services Scope of Work October 11, 2022

In general the scope of work is to demolish the existing vehicular traffic bridge on Alm Way that spans Gardiner Creek. The project Client is the city of North Bend.

Baumwelt will provide landscape architecture services as they pertain to the restoration plantings for this project. A Maximum Allowable Construction Cost (MACC) for the landscape portion of work has not been established.

I. Landscape Plans, Specs, Estimate

This task includes the following work items:

Landscape Plan

- Visit site as necessary to determine reuse potential of existing plantings.
- Develop plant list and layout for new restoration plantings.

Temporary Irrigation Plan

- Depending on the presence of available water sources, Baumwelt will work to develop a plan for irrigation of restoration plantings.
 - This may involve utilization of a mobile water source if no other options are present.

Landscape Specifications

- Specifications sections for landscape planting and temporary irrigation of installed plantings.

Cost Estimate

- Cost estimate for the landscape work.

Deliverables

- Submittals at 30% / 90% / 100% Design of the following:
 - Landscape Plans and Details
 - Irrigation Plans and Details (as needed)
 - Landscape Specification
 - Landscape Cost Estimate

II. Bidding & Construction Review

Baumwelt can provide bidding and construction review services as needed throughout the duration of the work. These services are not included in this initial scope of work.

III. Design Fee

To be paid on a lump-sum basis established by percentage of work complete.

Landscape & Plantings Plans, Specs, Estimate	\$9,500
Bidding & Construction Review	<u>Not Included</u>
Total Fee:	\$9,500

SCOPE OF WORK

BAUMWELT

EXTRA WORK

1. **Expanded Scope of Work**

If during the course of the project, the Client elects to expand the Scope of Work, design fees for the additional work shall be negotiated.

2. **Record Drawings**

No record drawings are currently provided.

3. **Bidding & Construction**

No record drawings are currently provided.



1101 South Fawcett Avenue, Suite 200
Tacoma, Washington 98402
523.383.4940

October 10, 2022

PH Consulting, LLC
913 Martin Luther King Jr. Way, Suite. A
Tacoma, Washington 98405

Attention: Ken Lauzen

Subject: Proposal Second Revision
Environmental Permitting Services
Alm Way Bridge Removal Project
Alm Way/SE 106th Place
North Bend, Washington 98045
File No. 0315-007-00

INTRODUCTION AND PROJECT UNDERSTANDING

We appreciate the opportunity to provide environmental permitting and engineering services to PH Consulting, LLC (PH Consulting) for the City of North Bend Alm Way Bridge Removal Project (project). The project site is located along the Alm Way (SE 106th Place) crossing of Gardiners Creek in North Bend, Washington. Our understanding of the project is based on the description of the proposed project activities discussed with you in August 2022 and the email from Tom Mohr dated August 17, 2022. We understand that the project includes removal of the existing closed bridge at Alm Way including substructure and foundations and re-grading of the adjacent road prism slopes.

SCOPE OF SERVICES

The purpose of our services is to provide environmental permitting and engineering services to help facilitate the removal of the closed bridge at Alm Way. The following tasks, deliverables and assumptions have been developed to complete our proposed scope of services.

Task 1 – Environmental Permitting

GeoEngineers will prepare environmental permit applications and supporting permitting documentation as described in the following subtasks.

Task 1.1 – Critical Areas Delineation

GeoEngineers will conduct a field delineation of wetland and stream ordinary high water (OHW) boundaries within the assessment area, defined as the area between the railroad crossing and Alm Way and upstream



of Alm Way in an area approximately 50 feet south of the road by 200 feet parallel to the road (Figure 1, Critical Areas Investigation Area). The boundaries will be marked in the field with flagging and a field sketch will be prepared identifying the boundary flags. We will prepare a critical areas report documenting the wetland and stream conditions at the site.

Deliverables

- Draft and Final Critical Areas Report (wetlands and ordinary high water mark [OHWM])

Assumptions

- Wetland and stream flags will be surveyed by a professional land surveyor. Professional survey is not included in GeoEngineers' scope.
- The surveyed wetland and stream boundaries will be provided to GeoEngineers in georeferenced Computer Aided Drafting (CAD) files to be used in the critical areas report figures.

Task 1.2 – Hydraulic Project Approval (HPA)

GeoEngineers will apply for a Fish Habitat Enhancement Project (FHEP) Hydraulic Project Approval (HPA) for the bridge removal project through the Washington Department of Fish and Wildlife (WDFW) online HPA Aquatic Protection Permitting System (APPS). Information will be entered into the online APPS system and the Joint Aquatic Resources Permit Application (JARPA) identified in Task 1.3 will also be submitted with the application.

Deliverables

- Online HPA submittal through APPS
- FHEP Application Form

Assumptions

- The project will meet the requirements of FHEP program because the project will: (1) remove a human-made or caused fish passage barrier and (2) the project is approved by the City of North Bend for a stand-alone fish passage barrier correction project funded by the City of North Bend (City).
- The FHEP approval will entitle the project exemption from the State Environmental Policy Act (SEPA) and City permits and fees.

Task 1.3 – US Army Corps of Engineers (Corps) Section 404 Permit Application (Nationwide Permit 27)

NOTE: A portion of this task and budget may be optional based on the results of a pre-application site visit with the Corps. If fill and removal within wetland habitat can be avoided, a no permit required letter could be requested from the Corps. However, a portion of this budget will need to be retained to complete the pre-application site visit, assist in preparation of project information and cover letter to the Corps, and develop information required to submit the FHEP HPA described above in Task 1.2. The Fee Estimate table included with this proposal includes an estimate of probable fees both with and without Corps Section 404 permitting.

We will attend and facilitate a pre-application meeting with the City, the Corps and WDFW to coordinate agency requirements and proposed bridge removal techniques. If a Section 404 Nationwide Permit (NWP) 27 permit for Aquatic Habitat Restoration, Enhancement and Establishment Activities is required, we will prepare a JARPA and Biological Evaluation No Effects Letter. These documents and the cultural resource report described in Task 4 will be submitted to the Corps for review of the project under Section 404 of the Clean Water Act. In addition, a Coastal Zone Management (CZM) Consistency Form will be provided to the Corps after they request it.

Deliverables

- JARPA form
- CZM Consistency Form
- Biological Evaluation No Effects Letter

Assumptions

- Project activities will be covered under NWP 27 for Aquatic Habitat Restoration, Enhancement and Establishment Activities.
- JARPA Sheets will be prepared by Baumwelt and PH Consulting and provided to GeoEngineers.
- Compensatory mitigation and associated reporting will not be required for this project because it will meet the requirements of NWP 27.
- An Individual 401 Water Quality Certification (WQC) **will not** be required by the Washington State Department of Ecology (Ecology)
- A Biological Evaluation No Effect Letter will be sufficient documentation for Section 7 Endangered Species Act (ESA) consultation for the bridge removal project because no federally listed fish species are documented to occur in Gardiners Creek and no federally listed terrestrial species occur within the anticipated project action area.

Task 1.4 – Environmental Permitting Meetings and Coordination

We will coordinate with PH Consulting, the City, the Corps and WDFW to coordinate project details and permitting requirements.

Deliverables

- Email correspondence
- Meeting notes

Assumptions

- Up to 16 hours of coordination time is included in this scope of work.
- An Aquatic Use Authorization **will not** be required by the Washington State Department of Natural Resources (DNR)

Task 2 – Engineering Services

During the field visit, GeoEngineers will also complete a simplified geomorphic reconnaissance extending approximately 100 feet downstream and 300 feet upstream of Alm Way. The geomorphic reconnaissance will provide basic information about the site including estimating the width of the natural floodplain upstream of Alm Way. Field time will be limited to 8 hours including travel.

GeoEngineers will provide a one-page graphic with annotations indicating our requested topographic survey (survey to be performed by others and provided to us).

GeoEngineers will provide drawings for bridge demolition and channel/floodplain excavation at 30 percent, 90 percent and final design levels, plus associated Washington State Department of Transportation (WSDOT) style specifications, and engineer's estimate of construction cost (bridge demolition and channel/floodplain earthwork only). Final drawings and special provisions will be stamped by a professional engineer. Our work will be included in a large bid package prepared by others.

The design will indicate to retain the existing stream channel, but remove the bridge and abutments, and excavate a limited areas of road embankment to approximately the elevation of the OHW line to create a more continuous floodplain through the site. The width of the new floodplain assumed to be in the range of 20 to 60 feet. The floodplain width will be determined by observation of existing stream features.

Deliverables

- Drawings:
 - Demolition and Grading Plan (1 sheet)
 - Sections (1 sheet)
- WSDOT format specifications
- Estimate of Construction Cost

Assumptions

- Coordination of property issues including any temporary construction easements with adjacent property owners will be by others.
- Alm Way either contains no utilities or design of utility re-location/modification will be by others. Design of road terminations or cul-de-sacs including signage will be by others.
- 30 Percent Design Drawings will be sufficient for environmental permitting submittals as JARPA Sheets.
- We can provide the following services under a supplemental scope of services and budget if requested:
 - Environmental investigation of soils to be removed. It is assumed that soils to be removed do not contain contaminants at or above regulatory action levels.
 - Geotechnical investigation and analysis. It is assumed that soils exposed by roadway embankment excavation will be suitable as substrate in the stream floodplain.
 - Design of opening in Alm Way greater than 60 feet wide. The expected width of the excavated opening in Alm Way is approximately 20 to 60 feet.

- Hydraulic modeling of existing or proposed conditions.
- Compliance with flood regulations is proposed to be demonstrated by showing net removal of fill. If local authorities or WDFW require hydraulic modeling to assess changes to the regulated flood zone, we assume that the City will provide a 1-dimensional Hydrologic Engineering Center – River Analysis System (HEC-RAS) hydraulic model that can be updated with project-site topographic survey information.
- Design of large wood structures or other habitat enhancements
- PH Consulting/Baumwelt will provide/prepare the following:
 - Topographic survey including three stream cross sections at locations flagged in the field by GeoEngineers' staff.
 - Estimated dimensions/elevations of structure components to be demolished including concrete abutments (provided in AutoCAD Civil 3D format).
 - Bid package including WSDOT administrative documents and Division 1 specifications, and drawings, specifications, and cost estimates for all except structure demolition and road embankment removal for floodplain creation. Design work related to site preparation, access and staging, temporary erosion and sediment control, road termination and signage, traffic control, and landscaping will be completed by others.

Task 3 – Cultural Resources Report

Willamette Cultural Resources Associates, Ltd, (WillametteCRA) will provide the following services to meet requirements of Section 106 of the National Historic Preservation Act (NHPA). WillametteCRA will coordinate with the City and WillametteCRA will contact the Snoqualmie Tribe Department of Archaeology and Historic Preservation on a technical staff to technical staff level. This will not substitute for Corps Tribal Consultation required under Section 106 of the NHPA.

WillametteCRA will conduct background review of the Washington State Department of Archaeology and Historic Preservation (DAHP)'s WISAARD database, conduct historic property research, and review other background sources on the natural and cultural history of the area with a particular focus on the history of the bridge. A field visit will be conducted to document the bridge as required on a Historic Property Inventory form and to make a recommendation on the eligibility of the bridge for listing on the National Register of Historic Places. No archaeological fieldwork is proposed (e.g., soil pits).

Deliverable

WillametteCRA will prepare a technical report that meets federal and state reporting standards. The report will briefly summarize background information of the parcel's natural and cultural setting, results of fieldwork and evaluation of the bridge. The report will undergo one round of review and will be uploaded to DAHP's WISAARD database as a draft with the expectation that the Corps will submit for DAHP review.

Assumption

- The bridge, while historic in age, does not have the integrity to be eligible to the NRHP.

Task 4 – Project Management

GeoEngineers will coordinate with PH Consulting and WillametteCRA for contracting our respective scopes of services and scheduling field work and deliverables schedules. We will also complete invoicing and other general project management.

Deliverables

- Monthly invoicing
- Subcontracting documentation with WillametteCRA

Assumptions

- Up to 8 hours are included in this task.
- The project will be completed within 1 year of notice to proceed.

SCHEDULE AND TERMS AND FEE ESTIMATE

We are prepared to begin work within 2 weeks after receiving your authorization to proceed. We plan to complete the critical areas survey within 4 weeks of authorization and the critical areas report (Task 1.1) within 3 weeks of completing field work. We anticipate completion of Tasks 1.2 and 1.3 within 4 weeks of receiving all the information required to complete permit applications and supporting documentation and once all potential project impacts to critical areas have been identified. Corps Section 404 review can take between 6 and 12 months to longer to complete. We can discuss changes to this schedule based on staff availability to accommodate the project schedule.

Our services will be completed in accordance with our attached General Conditions. The fee for our services will be determined on a time-and-expense basis using the rates contained in our Schedule of Charges, which is attached and forms a part of this proposal. We will keep you apprised of project status and advise you if it appears appropriate to modify the scope and budget. Our estimated total cost to complete this scope of work is \$49,800 if Section 404 permitting is required. If Section 404 permitting is not required, our estimated total cost to complete the scope of work is \$34,600 as described in the note for Task 1.3 and the Fee Estimate Table below.



FEE ESTIMATE

Description of Services	Estimated Fee	Estimated Fee w/o Section 404 Permitting*
Task 1 – Environmental Permitting		
Task 1.1 – Critical Areas Delineation	\$10,850	\$7,150*
Task 1.2 – Hydraulic Project Approval (HPA)	\$1,650	\$5,850*
Task 1.3 – Corps Section 404 Permit Application (NWP 27)	\$10,550	\$1,650*
Task 1.4 – Environmental Permitting Meetings and Coordination	\$3,950	\$3,950*
Task 1 – Environmental Permitting Subtotal:	\$27,000	\$18,600*
Task 2 – Engineering Services	\$14,000	\$14,000
Task 3 – Cultural Resources Report	\$6,800	\$0*
Task 5 – Project Management	\$2,000	\$2,000
Estimated Total Fee All Tasks:	\$49,800	\$34,600*

Note: * If this contract is authorized without Section 404 Permitting, the following additional assumptions and exclusions are included in our scope. Task 1.1: We assume that WDFW and the City will review wetland delineation and stream OHW flags in the field and will not require a formal critical areas report. A field report will be prepared by GeoEngineers documenting the wetland and stream conditions and wetland sample plot data sheets and site photographs will be attached to the field report. Task 1.2: information compiled in Task 1.3 will be shifted to Task 1.2 to submit the FHEP HPA. Task 1.3: Up to 6 hours will be retained in this task to prepare and submit a No Permit Required request letter to the Corps. No Biological Assessment or Cultural Resources Report will be prepared.

We propose to perform the professional services listed above in accordance with our General Conditions, which are attached and part of this proposal. Please review the General Conditions and contact us if you have questions or desire to modify the terms. Please note that for this project all claims of professional negligence are limited to the amount of GeoEngineers' fee, or \$50,000, whichever is greater.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers after the expiration date.



We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call Shawn Mahugh at 253.722.2444 or 360.621.1304 if you have any questions regarding the scope of services or other aspects of this proposal. Authorization to proceed with our services may be indicated by returning a copy of the proposal signed in the space below.

Sincerely,
GeoEngineers, Inc.



Shawn M. Mahugh, PWS
Senior Habitat Ecologist



Joseph O. Callaghan, PWS
Principal Fisheries and Wetland Biologist

SMM:FMM:tlm

Attachments:

Figure 1. Critical Areas Investigation Area

General Conditions – Standard 2021 (rev. 07.22.21)

Schedule of Charges – Redmond-Seattle-Tacoma 2022

The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been otherwise provided in writing.

PH Consulting, LLC	
ORGANIZATION	* SIGNATURE
DATE	TYPED OR PRINTED NAME
	*Individual with contracting authority.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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Figure 1. Critical Areas Investigation Area



GENERAL CONDITIONS

Definitions

The words and phrases listed below have the following meanings when used in this Agreement:

"Agreement" means the complete agreement between Client and GeoEngineers, and consists of all of the following: 1) The Services Agreement or Proposal, including the Scope of Services contained within it; 2) These General Conditions and its attached Schedule of Charges, as applicable; 3) Any documents expressly incorporated by reference into the Services Agreement, Proposal or General Conditions; 4) Any modifications to this Agreement, if mutually agreed to by the parties in writing.

"Client" means the individual(s) or entity that has entered into this Agreement with GeoEngineers.

"GeoEngineers" means GeoEngineers, Inc., a Washington corporation, and any of its employees, officers and directors. GeoEngineers is sometimes referred to as "us," "we" or "our" throughout this Agreement.

"Hazardous Materials" means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

"Scope of Services" means the sum total of all of our activities and all of the Instruments of Service undertaken or provided pursuant to this Agreement.

"Excluded Services" means those services that we are not providing under this Agreement, which includes any services recommended to Client and which Client chooses not to include in our Scope of Services.

Integrated Written Agreement

This Agreement represents the entire and integrated agreement between Client and GeoEngineers and supersedes all prior communications, negotiations, representations or agreements, either written or oral between the parties. No agreement or understanding varying or extending this Agreement shall bind either party, other than by a subsequent written agreement, signed by Client and GeoEngineers.

GeoEngineers has made no promise or inducements to Client to enter into this agreement other than what is explicitly provided in the agreement. Client is not relying on any representations made by GeoEngineers outside of those embodied in this Agreement.

Conflicts

Any alteration to these General Conditions or appended terms and conditions by Client shall be void and not included as part of this Agreement unless mutually agreed to in writing by both parties. In the event of conflict between these General Conditions and any terms appended by the Client that are agreed to by the parties, the terms of these General Conditions shall prevail.

Standard of Care and Warranty Disclaimer

GeoEngineers will endeavor to perform its professional services with that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same discipline at the same time and location. No warranty or guarantee, either express or implied, is made or intended by this Agreement or by any report, opinion, or other Instrument of Service provided pursuant to this Agreement.

Client Furnished Information and Obligations

Client will provide GeoEngineers with the following: a description of the property; the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact our work; and the nature and location of any known or suspected hazardous materials that may exist on the property. Client understands that GeoEngineers is not responsible for damages to underground utilities, facilities or structures known by Client to exist and not specifically or correctly identified to us, and Client agrees to indemnify GeoEngineers for these damages to the extent provided in the INDEMNIFICATION section of these

GENERAL CONDITIONS. GeoEngineers is neither responsible nor liable for the creation, existence, or presence of any hazardous materials, including asbestos, present at the work site prior to or during the performance of this Agreement, except any hazardous materials generated solely by us, our agents or subcontractors.

Additionally, the Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. GeoEngineers may use such information, requirements, reports, data, surveys and instructions in performing the services and is entitled to rely upon their accuracy and completeness.

Permits and Agency Arrangement

If included in the Scope of Services, GeoEngineers will assist Client in applying for necessary permits and licenses. Client may, upon written acceptance by GeoEngineers, designate GeoEngineers as its agent for the purposes of drafting permit and/or license applications. GeoEngineers' agency authority under this arrangement shall be limited solely to the completion and submission of the permit and/or license applications. GeoEngineers will rely upon data collected by and information provided by Client in preparing the applications. GeoEngineers shall not be responsible for errors or inaccuracies contained in data and information supplied by Client. Client shall assume full responsibility for reviewing, understanding and signing all permit and license applications drafted by GeoEngineers.

GeoEngineers cannot and does not guarantee that permits or approvals will be issued by the governing authorities, and will not be subject to any claims, losses or damages allegedly incurred as a result of Client's failure to obtain the necessary permits and approvals.

Client waives any claim against GeoEngineers relating to errors or inaccuracies in data and information provided by Client and permit-related project delays caused by other parties, including, but not limited to Client, project opponents, and permitting or licensing agencies.

Rights of Entry

Unless otherwise agreed to in writing, Client will provide for right of entry and any authorizations needed for us to enter upon property to perform our Services under this Agreement.

Surface and Subsurface Disturbance

GeoEngineers will take reasonable precautions to minimize surface and subsurface disturbance. However, in the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement unless specifically included in our Scope of Services.

Discovery of Hazardous Materials

"Unanticipated hazardous materials" are any hazardous materials that may exist at the project site, but which this Agreement does not identify as present and whose existence is not reasonably anticipated. The discovery of unanticipated hazardous materials will constitute a changed condition that will require renegotiation of the Scope of Services or termination of this Agreement.

The discovery of unanticipated hazardous materials may necessitate that we take immediate protective measures. If we discover unanticipated hazardous materials, we will notify Client as soon as practicable. Based on our professional judgment, we may also implement protective measures in the field. Client will pay the cost of any such additional protective measures.

Client is responsible for reporting releases of hazardous substances to appropriate government agencies as required by law.

Client waives any claim against GeoEngineers relating to the discovery of unanticipated hazardous materials and will indemnify GeoEngineers to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS.

Off-site Disposal of Hazardous Materials

Client acknowledges that GeoEngineers is not and shall not be required to be in any way an 'arranger', 'operator', or 'transporter' of hazardous materials present or near the project site, as these terms are defined in applicable Federal or State

Statutes. In addition, Client shall sign all manifests for the disposal of substances affected by regulated contaminants.

However, if the parties mutually agree that GeoEngineers sign such manifests and/or to hire for Client a contractor to transport, treat, or dispose of the hazardous materials, GeoEngineers shall do so only as Client's agent. Client agrees to defend, indemnify, and hold harmless GeoEngineers, its officers, directors, employees and agents from any claim, suit, arbitration, or administrative proceeding, damages, penalties or liability that arise from the executing of such manifests on Client's behalf.

Further, GeoEngineers will, at Client's request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but GeoEngineers shall not make any independent determination about the selection of a treatment, storage, or disposal facility.

Unanticipated and Changed Conditions

Actual subsurface conditions may vary from those encountered at the specific locations where GeoEngineers conducts its surveys or explorations. We can only base our site data, interpretations and recommendations on information reasonably available to us. Practical and reasonable limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geological and geotechnical conditions even when we have followed the standard of care.

The discovery of unanticipated or changed conditions may require renegotiation of the Scope of Services or termination of services. GeoEngineers reserves the right to solely determine the continued adequacy of this Agreement in light of any discovery of conditions that were not reasonably anticipated or known at the time of this Agreement. If we determine that renegotiation is necessary, GeoEngineers and Client will in good faith enter into renegotiation of this Agreement to permit us to continue to meet Client's needs. If Client and GeoEngineers cannot agree on new terms, we reserve the right to terminate this Agreement and receive payment from Client for all services performed and expenses incurred up to and including the date of termination. Underground utilities that are not properly indicated on plans and specifications provided to GeoEngineers by others or not reasonably located by the utility owner will be considered a changed condition under this clause.

Site Safety

GeoEngineers will maintain a safety program for our employees. GeoEngineers specifically disclaims any authority or responsibility for general job site safety and for the safety of persons who are not employed by us. GeoEngineers is not responsible for the job safety or site safety of the general project and is not responsible for compliance with safety programs and related OSHA and state regulations that apply to other entities or persons. Client is independently responsible for requiring that its construction or remediation contractors take responsibility for general job site safety.

Construction and Remediation Observation

The conclusions and recommendations for construction or remediation in our reports are based on limited sampling and the interpretations of variable subsurface conditions. Therefore, our conclusions and recommendations shall be deemed preliminary unless or until we are requested by Client to validate our assumptions and finalize our conclusions and recommendations by reviewing preconstruction design documents and observing actual construction or remediation activities on site. If our Scope of Services does not include preconstruction plan review and construction/remediation observation, then any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to GeoEngineers.

Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures selected by any contractor or agent of Client or any third party to this Agreement.

Further, a duty to provide contract administration or contract management services may not be imputed from GeoEngineers' professional actions or affirmative conduct when on the job site.

Sample Retention and Disposal

We will discard nonhazardous samples 60 days after they are obtained, unless Client makes prior arrangements to store or deliver the samples. Samples containing hazardous materials regulated under federal, state or local environmental laws are the property and responsibility of Client. Client will arrange for lawful disposal, treatment and transportation of contaminated samples at Client's expense, unless Client makes other written agreements regarding their disposal.

Identification of Other Contaminants

Sampling and Analysis Plans (SAPs) typically specify the contaminants of interest (COIs) on a site and the standard EPA/state agency analytical methods (Standard Methods) to be used by laboratories for determining the estimated concentration of such COIs in soil and water samples. GeoEngineers' instructions notwithstanding, application of Standard Methods by an analytical laboratory may occasionally result in the inadvertent identification of contaminants that are not COIs. If in the course of GeoEngineers' laboratory data validation review non-COI contaminants are identified with COI-equivalent data quality and analytical values at or above regulatory action levels, GeoEngineers will disclose such results to Client with appropriate recommendations, which may include recommendations for reporting to regulatory agencies. Client actions subsequent to any such disclosure shall be at Client's sole risk, and Client shall indemnify and hold harmless GeoEngineers from any claims, liabilities, damages or costs arising from the discovery of regulated non-COIs to the extent provided in the INDEMNIFICATION SECTION in these GENERAL CONDITIONS.

Confidential Information

Unless otherwise agreed to in writing by the parties, each party expressly undertakes to retain in confidence, and to require its employees and consultants to retain in confidence, all data and/or information of the other party that is not generally known to the public, whether of a technical, business or other nature, that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure reasonably ought to be treated as proprietary and confidential ("Confidential Information"). Each party agrees not to use the Confidential Information of the other party except pursuant to this Agreement. The receiving party will not disclose any item of Confidential Information to any person other than its employees, agents or contractors who need to know the same in the performance of their duties except as may be required by law or judicial order. The receiving party will protect and maintain the confidentiality of all Confidential Information of the disclosing party with reasonable care, including but not limited to informing all employees, agents or contractors to whom Confidential Information is disclosed of the confidentiality obligations imposed by this Agreement. Confidential Information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding the foregoing, GeoEngineers may use the Client's name and logo in connection with identifying its prior customers and projects. Data and/or information that is disclosed due to a party's computer systems being hacked or through other such improper or illegal cyber conduct, including but not limited to phishing and viruses, shall not be considered a disclosure under this paragraph.

Instruments of Service and Proprietary Methodologies

Reports, field data, laboratory data, analyses, calculations, estimates, designs and other documents prepared by GeoEngineers are Instruments of Service and remain our property. We will retain final project records for a period of 20 years from completion of our services.

Neither Client nor any other party may modify or use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise outside the scope of this Agreement, without our prior written permission. GeoEngineers is not responsible for such modification or reuse (unless such modification or reuse is expressly authorized by GeoEngineers in writing). Client will defend, indemnify, and hold GeoEngineers harmless against any claims, damages, or losses relating to such modification or reuse to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

GeoEngineers grants Client a limited license to utilize its Instruments of Service for the purposes described in the scope of services, and for maintenance of the Project thereafter, subject to any limitations expressed in the Instruments of Service. GeoEngineers may withdraw or terminate that limited license at any time if Client fails to comply with this Agreement, including but not limited to the circumstance in which Client fails to timely pay outstanding invoices. In the event that GeoEngineers withdraws the limited license, Client herein acknowledges that Client is prohibited from using the Instruments of Service for any purpose from that date forward. GeoEngineers will not be responsible nor liable, and Client will hold GeoEngineers harmless for any damages or injury flowing, or allegedly flowing, from Client's inability to utilize the Instruments of Service as a result of the circumstances described herein. Client herein agrees that injunctive or other relief is appropriate if GeoEngineers believes that Client is utilizing the Instruments of Service in a manner contrary to this paragraph or as otherwise described in the preceding paragraphs under this Article titled "Instruments of Service and Proprietary Methodologies." This paragraph shall survive the termination of this Agreement.

GeoEngineers may provide Client with Instruments of Service that include pre-existing content or data which are generated at least in part by or derived from proprietary and or patented methodologies and systems. GeoEngineers may also apply proprietary and or patented methodologies and systems in fulfilling the terms of this agreement, and may also make temporarily available to Client a working knowledge of such proprietary and or patented methodologies and systems during the term of this agreement.

Notwithstanding anything to the contrary, GeoEngineers shall retain ownership over all intellectual property rights including, but not limited to, inventions, patents, copyrights, know how, trade secrets, and trademarks in such Instruments of Service and their associated data and in the proprietary and or patented methodologies and systems. Subject to full payment by Client to GeoEngineers of all amounts owed hereunder and the terms of any licensing agreement between the parties, GeoEngineers grants to Client a nonexclusive, nontransferable license to use the Instruments of Service. Client shall not distribute, rent, lease, service bureau, sell, sublicense, or otherwise transfer the Instruments of Service or their data or content, unless previously agreed to in writing by GeoEngineers, and shall not decompile, reverse engineer, disassemble, reverse translate, or in any way derive any trade secrets or source code from the Instruments of Service. Unless otherwise specified in writing between the parties, no such Client use of Instruments of Service shall give rise to any right in the Client to use the proprietary and or patented methodologies and systems referred to herein. During and only during the term of this agreement, GeoEngineers grants to Client a nonexclusive, nontransferable license to employ such proprietary and or patented methodologies and systems as have been disclosed to Client by GeoEngineers pursuant to fulfilling the terms of this agreement.

Data stored in electronic media format can deteriorate or be modified inadvertently or otherwise. When transferring documents in electronic media format, we make no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by us.

We shall not be responsible for any alterations, modifications or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without our consent. Client shall defend, indemnify and hold us harmless against any claims, damages or losses arising out of the reuse of the electronic data without our written consent and arising out of alterations, modifications, or additions to the electronic data made by anyone other than GeoEngineers to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

All documents, including the electronic files that are transferred by us to Client are Instruments of Service of GeoEngineers and created for this project only, and no representation or warranty is made, either express or implied, concerning the files and data.

Billing and Payment

We will bill for our services monthly. Payment is due on receipt of the invoice unless otherwise agreed to in writing. Client will notify GeoEngineers within 20 days of receipt of invoice of amounts in dispute. A service charge of 1-1/2% per month shall apply to any undisputed amounts that are more than 30 calendar days past due and amounts in dispute where Client has not notified GeoEngineers within the 20-day period. In addition to any past due amount, Client will pay all of our reasonable expenses necessary for collection of any past due amounts including, but not limited to, attorneys' fees and expenses, filing fees, lien costs

and our staff time. Collection efforts for past due amounts by GeoEngineers shall not be subject to the DISPUTES clause of these GENERAL CONDITIONS.

Payment of invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by GeoEngineers. Payment to GeoEngineers for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. Payment to GeoEngineers shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties.

Adjustment for Increased Costs

GeoEngineers reserves the right to invoice Client for additional charges incurred in the event of an unanticipated increase in project-related taxes, fees or similar levies; or if GeoEngineers must modify project-related services, facilities or equipment to comply with new laws or regulations or changes to existing laws or regulations that become effective after execution of this Agreement.

GeoEngineers revises its Schedule of Charges annually. Therefore, we reserve the right to modify our Schedule of Charges applicable to our services if performance of this Agreement extends beyond 12 months, or if changes in the project schedule result in our services extending into the next calendar year.

Scope of Services and Additional Services

Our engagement under this Agreement includes only those services specified in the Scope of Services. GeoEngineers has no duty to provide services beyond those explicitly described in the scope of services or as may be changed (provided that such changes do not materially change the original scope), or added via a signed directive by the Client, as described more fully in the next paragraph. Client understands and agrees that GeoEngineers' scope will not be expanded by, and no duties or responsibilities may be imputed from GeoEngineers' actions or affirmative conduct when on site.

If agreed to in writing by the Client and GeoEngineers, GeoEngineers shall provide the additional services which shall become part of the Scope of Services and subject to the terms of this agreement. Such services shall be paid for by the Client in accordance with GeoEngineers' then prevailing Schedule of Charges unless otherwise agreed to in writing by the parties.

Client agrees it will not hold us liable and expressly waives any claim against GeoEngineers for 1) not performing additional services that Client instructed us not to perform, 2) not performing additional services that were not specifically requested in writing by Client and agreed to by both parties, 3) not performing recommended additional services that Client has not authorized us to perform.

Termination of Services

Termination for Cause

Either party may terminate this Agreement upon at least seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Such termination is not effective if the failure is cured before expiration of the period specified in the written notice. Upon termination for cause by either party, all invoices for services performed up to the date of termination are immediately due and payable.

Termination for Convenience

Either party may terminate this Agreement for convenience upon seven (7) days written notice to the other. In the event that Client requests early termination of our services for convenience, we reserve the right to complete such analyses and records as are necessary to place our files in order and to complete a report on the services performed to date. Charges for these termination activities are in addition to all charges incurred up to the date of termination. Upon termination for convenience by either party, all invoices for services performed up to the date of termination and termination fees defined herein are immediately due and payable.

Suspension of Services

If the project or GeoEngineers' services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoEngineers shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate GeoEngineers

for expenses incurred as a result of the suspension and resumption of its services, and GeoEngineers' schedule and fees for the remainder of the project shall be equitably adjusted.

If GeoEngineers' services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoEngineers may terminate this Agreement subject to the terms in the "Termination for Convenience" clause.

If Client is in breach of the payment terms, states their intention not to pay forthcoming invoices, or otherwise is in material breach of this Agreement, GeoEngineers may suspend performance of services upon five (5) calendar days' notice to Client or terminate this Agreement according to the "Termination for Cause" clause. In the event of suspension, GeoEngineers shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by Client's breach of this Agreement. In addition, we may withhold submittal of any work product if Client is in arrears at any time during the performance of services under this Agreement. Upon receipt of payment in full of all outstanding sums due from Client, or curing of such other breach which caused GeoEngineers to suspend services, GeoEngineers shall resume services and submit any withheld work product, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of such suspension. Any suspension by GeoEngineers exceeding 30 calendar days shall, at GeoEngineers' option, make this Agreement subject to renegotiation or termination according to the "Termination for Cause" clause in this Agreement.

In the event Client has paid a retainer to GeoEngineers, GeoEngineers shall be entitled to apply the retainer to cover any sums due from Client up to the date of suspension. Prior to resuming services after such suspension, Client shall remit to GeoEngineers sufficient funds to replenish the retainer to its full prior amount.

Delays

The Client agrees that GeoEngineers is not responsible for damages arising directly or indirectly from any delays for causes beyond GeoEngineers' control. Such causes include, but are not limited to, strikes or other labor disputes, epidemics, quarantine restrictions, severe weather disruptions, fires, floods, earthquakes, tidal waves, riots, terrorist acts, freight embargoes, insurrections, wars, or other natural disasters, emergencies, or acts of God; failure of any government agency to act in a timely manner, failure of performance by the Client or the Client's Contractors or other Consultants; or unanticipated discovery of any hazardous materials or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by GeoEngineers to perform its services in an orderly and efficient manner, GeoEngineers shall be entitled to an equitable adjustment in schedule and/or compensation.

Indemnification

GeoEngineers will indemnify and hold the Client harmless from and against any claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of death or bodily injury to persons or damage to property to the extent proven to be caused by or resulting from the sole negligence of GeoEngineers, its agents or its employees. For any such claims, liabilities, damages or costs caused by or resulting from the concurrent negligence of GeoEngineers and other parties, including the Client, the duty to indemnify shall apply only to the extent of GeoEngineers' proven negligence.

The Client will defend, indemnify and hold GeoEngineers, including its subsidiaries and affiliates, harmless from and against any and all claims (including without limitation, claims by third parties and claims for economic loss), liabilities, damages, fines, penalties and costs (including without limitation reasonable attorney fees and costs of defense) arising out of or in any way related to this project or this Agreement, provided that Client's indemnification obligations shall not apply to the extent of the proven negligence of GeoEngineers, its officers, agents and employees.

Client's indemnification obligation shall include, but is not limited to, all claims against GeoEngineers by an employee or former employee of Client, and Client expressly waives all immunity and limitation of liability under any industrial insurance act, worker's compensation act, disability benefit act, or employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. Client's waiver of immunity by the provisions of this paragraph extends only to claims against GeoEngineers by Client's current or former employees and does not include or extend to any claims by Client's employees or former employees directly against Client.

Client's duty to defend in this paragraph means that Client shall assume the defense of such claim using legal counsel selected or approved by GeoEngineers

and GeoEngineers shall be entitled to participate in the strategy and direction of the defense. In the course of defending a claim under this paragraph, Client shall not compromise or settle the claim without GeoEngineers' consent unless: (i) such settlement or compromise only involves monetary relief that is paid in full by Client, (ii) GeoEngineers is not liable for any such settlement or compromise, and (iii) there is no finding or admission that GeoEngineers is or was liable under any legal theory for damages relating to the claim.

By entering into this Agreement, Client acknowledges that this Indemnification provision has been reviewed, understood and is a material part of the Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

Limitation of Remedies

GeoEngineers' aggregate liability responsibility to Client, including that of our subsidiaries and affiliates, officers, directors, employees, agents and subconsultants, is limited to \$50,000 or the amount of GeoEngineers' fee under this Agreement, whichever is greater. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory, (including without limitation, GeoEngineers' indemnity obligations in the previous paragraph) related to our services under this Agreement and any continuation or extension of our services.

If Client desires a higher limitation, GeoEngineers may agree, at Client's request, to increase the limitation of remedy amount to a greater sum in exchange for a negotiated increase in our fee. Any additional charge for a higher limit is consideration for the greater risk assumed by us and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the provision of services under this Agreement.

By entering into this Agreement, Client acknowledges that this Limitation of Remedies Clause has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

No Personal Liability

The Client agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of GeoEngineers shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Insurance

GeoEngineers maintains Workers' Compensation and Employer's Liability Insurance as required by state law. We also maintain comprehensive general, auto, professional and environmental impairment liability insurance. We will provide copies of certificates evidencing these policies at the request of the Client.

Mutual Waiver of Consequential Damages

In no event will either party be liable to the other for any special, indirect, incidental or consequential damages of any nature arising out of or related to the performance of this Agreement, whether founded in negligence, strict liability, warranty or breach of contract. In addition, Client expressly waives any and all claims against GeoEngineers for any liquidated damages liability that may be incurred by or assessed against Client.

Disputes

Any dispute, controversy or claim arising out of or related to this Agreement or its breach that is not resolved through negotiation between the parties, must be referred to mediation before pursuing any other dispute remedy. Each party shall bear its own costs and attorneys' fees arising out of the mediation and the costs of the mediation shall be divided equally between the attending parties.

If the matter has not been resolved through the mediation process, either or both parties may elect to pursue resolution through litigation. The parties submit to the jurisdiction of the State of Washington and agree that any legal action or proceeding arising out of or relating to this Agreement must be brought in the Superior Court in King County, Washington.

Client expressly agrees that before Client can bring a claim or cause of action against GeoEngineers as provided above, based on professional negligence or breach of the professional standard of care, Client will obtain the written opinion

of a licensed or registered professional practicing in the same licensing jurisdiction as the project in dispute. The professional who prepares the written opinion must be licensed or registered in the discipline or technical specialty that is the basis for the dispute. The written opinion of the licensed or registered professional must indicate that, in the professional opinion of the writer, GeoEngineers violated the prevailing standard of care in delivery of its services. Further, the written opinion must describe the basis for that opinion and a conclusion that the alleged failure to comply with the standard of care was the cause of all or part of the alleged damages. The written opinion must be made available to GeoEngineers for review and comment at least 10 days before the claim or cause of action can be submitted to litigation. The parties agree that this clause was mutually negotiated and is an integral part of the consideration for this Agreement.

Choice of Law

This Agreement is governed by and subject to interpretation pursuant to the laws of the State of Washington.

Biological Pollutants

Our Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and/or any of their byproducts.

Our Instruments of Service will not include any interpretations, recommendations, findings or conclusions pertaining to Biological Pollutants. Accordingly, Client agrees that GeoEngineers will have no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless GeoEngineers from all claims by any third party concerning Biological Pollutants to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

Claims Assistance for Client

If a construction contractor or other party files a claim against Client, relating to services performed by GeoEngineers and Client requires additional information or assistance to evaluate or defend against such claims, we will make our personnel available for consultation with Client's staff and for testimony, if necessary. We will make such essential personnel available upon reasonable notice from Client and Client will reimburse GeoEngineers for such consultation or testimony, including travel costs, at the rates that apply for other services under this Agreement. We will provide services in connection with any such claims pursuant to a written supplement, if necessary, extending this Agreement.

Time Bar to Legal Action

The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, including but not limited to claims sounding in tort or in contract, and arising out of any alleged loss or any alleged error, will become barred two (2) years from the completion of GeoEngineers' services.

No Third Party Rights

Nothing in this Agreement or as a consequence of any of the services provided gives any rights or benefits to anyone other than Client and GeoEngineers. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and GeoEngineers and not for the benefit of any other party. No third party shall have the right to rely on the product of GeoEngineers' services without GeoEngineers' prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

In the event Client provides its report to a third party or requests that GeoEngineers provide the report to a third party (such as a lender, other financial institution, or other person or entity), Client agrees to defend and indemnify GeoEngineers for any claims/damages arising out of the provision of the report and asserted by such third party, including any other parties who may obtain the report from the party granted reliance rights. Notwithstanding the foregoing, Client shall not be required to indemnify GeoEngineers for claims/damages to the extent caused by GeoEngineers' proven negligence.

Assignment of Contract or Claims

Neither the Client nor GeoEngineers may delegate, assign, sublet, or transfer the duties, interests or responsibilities set forth in this Agreement, or any cause of action or claim relating to the services provided under this Agreement, to other entities without the written consent of the other party.

Survival

These terms and conditions survive the completion of the services under this Agreement and the termination of this Agreement, whether for cause or for convenience.

Severability

If any provision of this Agreement is ever held to be unenforceable, all remaining provisions will continue in full force and effect. Client and GeoEngineers agree that they will attempt in good faith to replace any unenforceable provision with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

Equal Opportunity Employment

GeoEngineers is an Equal Opportunity and Affirmative Action Employer. GeoEngineers shall abide by, and shall require that any subcontractors or vendors hired by GeoEngineers abide by, the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) which are incorporated as part of this Agreement. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Schedule of Charges – 2022

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff

Staff 1 Scientist	\$	126/hour
Staff 1 Engineer	\$	134/hour
Staff 2 Scientist	\$	145/hour
Staff 2 Engineer	\$	152/hour
Staff 3 Scientist	\$	166/hour
Staff 3 Engineer	\$	173/hour
Scientist 1	\$	192/hour
Engineer 1	\$	199/hour
Scientist 2	\$	199/hour
Engineer 2	\$	203/hour
Senior Engineer/Scientist 1	\$	221/hour
Senior Engineer/Scientist 2	\$	243/hour
Associate	\$	260/hour
Principal	\$	280/hour
Senior Principal	\$	299/hour

Technical Support Staff

Administrator 1	\$	92/hour
Administrator 2	\$	105/hour
Administrator 3	\$	120/hour
CAD Technician	\$	115/hour
CAD Designer	\$	135/hour
CAD Design Coordinator	\$	155/hour
GIS Analyst	\$	145/hour
Senior GIS Analyst	\$	160/hour
GIS Coordinator	\$	180/hour
*Technician	\$	99/hour
*Senior Technician	\$	119/hour
*Lead Technician	\$	127/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Sparging Field Test, per day	\$	100.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day	\$	100.00
Asbestos Sample Kit	\$	25.00
Blastmate, per day	\$	100.00
D&M Sampler, per day	\$	80.00
DO (Dissolved Oxygen) Kit	\$	20.00
Dynamic Cone Penetrometer, per day	\$	40.00
E-Tape (Electric Tape), per day	\$	25.00
Field Data Acquisition Equipment	\$	50.00
Field Gear / Reconnaissance, per day	\$	50.00
Gas Detection Meters, per day	\$	100.00
Generator, per day	\$	100.00
Groundwater Pressure Transducer w/ Datalogger, per day	\$	50.00
Groundwater Pressure Transducer w/ Datalogger, per week	\$	200.00
Hand Auger, per day	\$	20.00
Inclinometer Probe, per day, 1/2 day minimum	\$	200.00
Interface Probe, per day	\$	50.00
Iron Test Kit	\$	20.00
Laser Level, per day	\$	50.00
Low Flow Groundwater Sampling Equipment, per day	\$	225.00
Multiparameter Water Quality Meter, per day	\$	80.00
Nuclear Density Gage, per hour, 1/2 day minimum	\$	10.00
Peristaltic Pump, per day	\$	50.00
pH Probe, per day	\$	15.00
PID, FID or OVA, per day	\$	100.00
Saximeter, per day	\$	50.00
Scuba Diving Gear, per day/per diver	\$	250.00
Shallow Soil Exploration Equipment, per day	\$	50.00
Soil Field Screening Equipment, per day	\$	15.00
Soil Sample Kit	\$	15.00
Steam Flow Meter, per day	\$	15.00
Strain Gauge Readout Equipment, per day	\$	50.00
Surface Water Flow Meter, per day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per day	\$	50.00
Turbidity Meter, per day	\$	30.00
Vehicle usage, per mile, or \$30/half-day, whichever is greater	\$	0.65

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Associated Project Costs (APC)

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

All rates are subject to change upon notification.



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-146
Motion Authorizing Contract with Blueline for the Bendigo Blvd (SR 202) / Mt Si Blvd Roundabout Transportation Capital Project		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Mike Kenyon/Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: \$1,170,029		Public Works – Mark Rigos, P.E.		X
Fund Source: Federal Grant for \$1,012,075 and local match of \$157,954 covered by TBD and/or TIF funds				
Timeline: Immediate				
Attachments: Exhibit A (Blueline Scope and Fee), Exhibit B (Subconsultants Scope and Fee)				
<p>SUMMARY STATEMENT:</p> <p>The Bendigo Blvd (State Route 202) / Mt Si Blvd Roundabout transportation capital project (Project No. T-045) is currently the highest rated project on the City of North Bend's 2023-2028 6-Year Transportation Improvement Plan (TIP), which was adopted in June 2022. This project replaces the existing traffic signals at the intersection of Bendigo Blvd and Mt Si Blvd with a roundabout, including non-motorized elements such as bike lanes and sidewalks, bringing the intersection into ADA compliance, and landscaping and monumentation appropriate for a gateway into the City.</p> <p>In October 2020, the City was awarded \$1,380,610 in federal highway administration (FHWA) grant funds for the engineering design phase of this project which also came with a local match requirement of \$215,471. City Council accepted these funds, approved the match amount, and entered into a contract with WSDOT (who administers these federal funds) on January 4, 2022. The federal funds were obligated as of January 24, 2022, meaning the City is able to move forward with design phase expenditures as of this date for reimbursement.</p> <p>Three City staff and 1 WSDOT representative selected Blueline to provide engineering services for this project after going through a Statement of Qualifications and Interview process which is a requirement for federal grant funds. Blueline services include the typical tasks such as project management, topographical survey, NEPA/SEPA preparation including cultural resource and Section 106 services, geotechnical services including test pit(s) for potential soil contamination in the vicinity of the gas stations, stormwater analysis/design, civil and traffic design services, and utility coordination. There are some additional tasks to this project that have been added for different reasons. These tasks and reasons include:</p> <ol style="list-style-type: none"> Right-of-Way Services Task 105: There will be temporary and permanent right-of-way takes necessary for this project and with federal funds involved there is a very specific process that has to be followed within the local agency guidelines manual in order to meet federal requirements to move onto the construction phase. Total task amount is \$62,442. WSDOT Approval Task 106: This project is located on a state route and will need state approval and coordination throughout. This will be a time-consuming process as the state is understaffed in this particular department. Total Task amount is \$173,541. Landscape Architecture Task 110: This is one of the main entry points to the City and we want to make sure landscaping and monumentation is appropriate. Total task amount is \$47,510. Community Outreach Task 111: Open house meetings during the course of the project. Total task amount is \$24,092. 				

City Council Agenda Bill

5. **Coordination with Stakeholders Task 112:** Adjacent businesses (gas stations for the most part) and a future hotel will need to be integrated to make this project successful. Total task amount is \$22,088.
6. **Grant Funding Task 114:** The City doesn't yet have allocated construction funds for this project but anticipates award of additional federal funds to complete this project which will require additional applications and presentations to capture this funding. Total task amount is \$15,383.

Design is anticipated to be completed in 2024 with construction slated for 2025.

Funding for the design portion of this project comes from a federal grant that covers 86.5% of the cost and local match that covers the remaining 13.5% of the cost. With a total engineering contract amount of \$1,170,029 that comes out to \$1,012,075 in federal grant funds and \$157,954 in local match.

City staff will request that the remaining federal funds be moved into the Right-of-Way Acquisition or Construction phase of this project.

City staff recommends moving forward with Blueline for the attached work scope and fee.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee during their November 22, 2022 meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: MOTION to approve AB22-146, authorizing a contract with Blueline for the Bendigo Blvd (SR 202) / Mt Si Blvd Roundabout Transportation Capital Project, in a form and content acceptable to the City Attorney, in an amount not to exceed \$1,170,029.00.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2022		

Project Name: Bendigo & Mt Si Blvd Roundabout

Job #: 20-022

Effective Date: November 17, 2022

Federal Aid Project #: STPUS-0202(063)

Project Description

The State Route 202 (Bendigo Boulevard South) & Mount Si Boulevard Roundabout Project ("Project") will include improvements to the intersection. With both vehicular and pedestrian volumes fluctuating greatly, the intersection needs improved safety and mobility. The improvements include the removal of an existing traffic signal, construction of a roundabout with improvements to non-motorized elements such as bike lanes and sidewalks, and bringing the intersection into compliance with ADA standards with rapid flashing beacons and audible pedestrian crossings.

The Blueline Group, LLC ("Blueline") will provide engineering services for the project alongside PH Consulting LLC ("PH"), Forman Consulting Services ("Forman"), Axis Survey and Mapping ("Axis"), Tierra Inc. ("Tierra"), Westland Resources ("Westland"), HWA GeoSciences ("HWA"), and Transportation Solutions Inc. ("TSI"). The project will include design drawings, NEPA and SEPA documentation, technical information reporting, community outreach, technical specifications, and estimates as further outlined herein.

Task Summary

Task 101	Project Management
Task 102	Survey Services
Task 103	NEPA and SEPA Documentation
Task 104	Geotechnical Services
Task 105	Right-of-way Services
Task 106	WSDOT Approval
Task 107	Stormwater Analysis
Task 108	Civil Design Services
Task 109	Traffic Design Services
Task 110	Landscape Architecture
Task 111	Community Outreach
Task 112	Coordination with Stakeholders
Task 113	Utility Coordination
Task 114	Grant Funding
Task 115	Management Reserve



Project Deliverables

For billing and budget tracking purposes, we have organized the tasks and subtasks by discipline. As part of these tasks, the following deliverables will be submitted:

- 30% Design submittal, which shall include:
 - 30% Design Plan Sheets for the proposed improvements at a 1" = 20' drawing scale, including:
 - Cover Sheet including sheet index and vicinity maps.
 - General Notes Sheet including legend and key map.
 - 30% Engineer's Estimate including quantities and a contingency.
 - Design memorandum discussing design assumptions, questions, and recommendations.
- 60% Design submittal, which shall include:
 - 60% Design Plan and Profile Sheets for the proposed improvements at a 1" = 20' drawing scale, including:
 - The sheets submitted at the 30% Design stage revised as per comments from the City and WSDOT.
 - Corridor section and alignment plans.
 - Channelization, Signing, and Detailed Traffic Control Plans (including phasing plan).
 - ADA-compliant ramp details.
 - Water plans, profiles, and details (as required).
 - Typical Temporary Erosion & Sedimentation Control (TESC) Notes and Details.
 - Detail Sheet(s) including typical section(s), standard City details, and specialized details if needed.
 - Landscape drawings – Preliminary planting (tree locations, planting bed layout, plant list, standard details), preliminary hardscape (materials and locations), preliminary landscape lighting (fixture types and approximate locations), and preliminary irrigation (POC/meter size and location, controller location, mainline routing, sleeving locations, equipment list, standard details)
 - 60% technical specifications including the front-end contract documents, general conditions, and measurement and payment in WSDOT format, using the City-approved standard specifications to supplement as necessary.
 - 60% Engineer's Estimate including quantities and a contingency.
 - Design memorandum discussing design assumptions, questions, and recommendations.
- 90% Design submittal, which shall include:
 - 90% Design Plan and Profile Sheets for the proposed improvements at a 1"=20' drawing scale, including advancing the 60% Design Plans to the 90% Design level.
 - Landscape drawings - Advance the 60% Design Plans to the 90% Design level; prepare layout dimension plans and landscape grading plans.
 - 90% technical specifications.
 - 90% Engineer's Estimate including quantities and a contingency.
 - Design memorandum discussing design assumptions, questions, and recommendations.
- Final Design submittal, which shall include:
 - Final Plans, Specifications, and Engineer's Estimate based on the 90% submission and feedback received.



Scope of Work

The project team's scope of work is as described below.

Task 101 Project Management

Task 101.01 – Blueline

This task is for general coordination and meetings for the project, including coordination with the City, internal plan review/discussion meetings, subconsultant coordination, and in-house quality assurance to ensure that the project remains on schedule and within budget. Blueline will prepare monthly invoices for work performed during the previous month. Included with the invoices will be pertinent backup materials and progress reports of the project to date.

Deliverables: *Monthly Invoices and Progress Reports.*

Task 101.02 – Forman Consulting Services

This task is for Forman's general coordination, one (1) kick-off meeting, federal compliance on-call support, and in-house quality assurance. Forman will prepare monthly invoices for the work performed during the previous month. Included with the invoices will be pertinent backup materials and progress reports of the project to date.

Deliverables: *Monthly Invoices and Progress Reports.*

Task 101.03 – PH Consulting LLC

This task is for PH's general coordination, one (1) kick-off meeting on the project, internal plan review/discussion meetings, and in-house quality assurance. PH will prepare monthly invoices for the work performed during the previous month. Included with the invoices will be pertinent backup materials and progress reports of the project to date.

Deliverables: *Monthly Invoices and Progress Reports.*

Task 102 Survey Services

Task 102.01 – Blueline

Blueline will coordinate with Axis to complete the survey as outlined in Task 102.02.

Task 102.02 – Axis Survey & Mapping

Axis will complete the survey, base mapping, temporary and permanent easement generation, and pothole location survey as outlined below.

- Survey & Base Mapping:
 - Control survey in NAD 83/2011 Horizontal Datum, with all elevations derived from and checked to NAVD 88 Vertical Datum.
 - Survey properties and right-of-way based on a current title report that will be ordered by Axis. The survey is a professional interpretation of its information.
 - Delineate parcel lines and right-of-way as available from recorded plats and public records further compared to City of North Bend and King County Parcel GIS lines.



- Set additional elevation benchmarks at each end of the project area and every 500-700' along the route.
- Contract with and coordinate services of private utility locate company APS to ascertain conductible underground utility locations.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Location of trees with DBH size, species, and approximate driplines within the Right-of-way per the City of North Bend Municipal Code.
- Show and dimension located topographic features and contours at 2' intervals.
- Show known utilities and septic systems as provided by City of North Bend, research of available utility as-built records and as located by utility locators.
- Easement Generation:
 - Order plat certificates and research additional parcels legal description for easement efficacy.
 - Consult with design Engineer and City for permanent and temporary construction easements determination and need.
 - Generate up to 4 legal descriptions and exhibits for inclusion in new easements.
 - Review and respond to edits from design Engineer and City.
- Pothole Location Survey:
 - Locate approximately 10 potholes within the mapping area.

Additional details are included in Axis' scope attached.

Deliverables:

AutoCAD drawing file with point database and dtm files.

Assumptions:

The City will provide all necessary right of entry into private property and notice to landowners along the route of mapping activity. The City/District will provide a copy of the notice to be presented to landowners by Axis Survey Crews.

Task 103 NEPA and SEPA Documentation

This project will require National Environmental Policy Act (NEPA) documentation as well as a State Environmental Policy Act (SEPA) checklist and Cultural Resource Assessment as needed.

Task 103.01 – Blueline

Blueline will coordinate with Westland to complete the NEPA and SEPA documentation. At the project onset, Blueline will work with Westland to establish the project footprint, document the area of potential effect, and request a kick-off meeting with WSDOT Local Programs.

Task 103.02 – Westland

Westland will be responsible for providing cultural resources and Sections 106 services. They will also be utilizing subconsultant The Watershed Company to provide federal environmental permitting support including NEPA Technical Analysis and Tree Inventory.



Deliverables: *Draft and Final Environmental Justice memorandum.*
 Draft and Final No Effect Letter.
 Draft and Final NEPA Checklist.
 Tree inventory memo.
 Draft and Final APE Letter.
 Draft and Final CRA Report.

Task 104 Geotechnical Services

Task 104.01 – Blueline

This task includes Blueline’s coordination with HWA as needed to complete the scope of work outlined in Task 104.2. This task will also include

Task 104.02 – HWA GeoSciences

HWA will provide geotechnical engineering services for the project, which will include the following:

- Prepare traffic control plans and ROW permit application and submit to the City for approval.
- Explorations include one Pilot Infiltration Test (PIT), eight pavement cores and one test pit to evaluate potential for contamination.
- Coordinate PITs & test pits with excavation contractor and traffic control contractor for pavement cores.
- Perform one PIT and one test pit (assumes 2 days for the PIT and 1 day for test pit).
- Collect 2 environmental soil samples from the test pit for chemical laboratory analysis.
- Perform 6-inch diameter pavement cores at 8 locations to assess existing pavement layer thicknesses and shallow subgrade support conditions.
- Prepare logs of pavement cores, test pit, and PIT and assign material property lab testing.
- Submit environmental samples to chemical laboratory for analysis following standard industry procedures.
- Perform engineering analyses related to stormwater infiltration rate and pavement design.
- Review and tabulate chemical laboratory data.
- Prepare a geotechnical report presenting the results of our explorations, lab testing, engineering analyses, and recommendations.
- Prepare the environmental section of the geotechnical report that will present chemical laboratory results, recommendations for soil disposal during construction, and infiltration recommendations.

Deliverables: *Traffic Control Plans, ROW Permit application, Geotechnical Explorations Work Plan Memorandum, Draft and Final Geotechnical Engineering Report*

Task 105 Right-of-Way Services

Task 105.01 – Blueline



Blueline will work with Tierra to coordinate with the relevant stakeholders and agencies for the right-of-way (ROW) acquisition early in the design phase of the project to avoid or minimize delays in project scheduling and permitting.

Task 105.02 – Tierra Inc.

Tierra will provide right-of-way services for the project. In doing so, they will coordinate with stakeholders and agencies required as part of the ROW acquisition process; employ quality assurance/quality control measures to ensure all ROW records are maintained in accordance with statutory, regulatory, and local agency requirements; and prepare and compile all necessary documents for the ROW acquisition as further described in their attached scope.

Deliverables: *As noted in Tierra's scope of work attached.*

Task 106 WSDOT Approval

Task 106.01 – Blueline

Blueline will work with PH and TSI to satisfy the required elements associated with gaining WSDOT approval for a roundabout. Blueline will coordinate with PH and TSI to meet with the WSDOT State Traffic Design and Operations Engineer to reach a consensus on the applicable design vehicles for the various turning movements early in the design process.

Task 106.02 – PH Consulting LLC

PH will meet with WSDOT early in the design to reach a consensus on the applicable WSDOT design preferences. PH will coordinate with their regular teaming partner TSI to prepare the design documentation approval package including the Design Approval Checklist, Introductory Memorandum, Context and Modal Accommodation Report, Basis of Design, and Summary of Design WSDOT Report Forms for the project.

PH and TSI will coordinate with WSDOT to review the geometric design prior to the 30% design submittal to align the detailed design with WSDOT preferences and avoid re-work in subsequent design submittals.

Based upon early coordination work with WSDOT, a design documentation approval package will be assembled, which will include the following elements:

- Entry/circulating/turning speeds.
- Entry lane widths.
- Crosswalk widths.
- Splitter island lengths.
- Speed analysis.
- Turning movement analysis.

PH and TSI will also coordinate with the WSDOT Local Programs staff for the 90% Submittal Package, Design Approval, and Construction Obligation Package for City submittals. All construction authorization documents shall be as per the WSDOT LAG Manual for project submittal authorization.

Deliverables: *WSDOT Geometric Design Approval Package, 90% Submittal Package*

Task 106.03 – TSI



TSI will collaborate with PH to coordinate with WSDOT and prepare the design documentation approval package for WSDOT Geometric Design Approval and Final Design Approval as outlined in Task 106.02.

Deliverables: *WSDOT Geometric Design Approval Package, 90% Submittal Package*

Task 107 Stormwater Analysis

Task 107.01 – Blueline

Blueline will provide a technical information report (TIR) in accordance with Section 2.3.1 of the 2021 King County Surface Water Design Manual. The following sections will be included in this report:

- Project overview.
- Conditions and requirements summary.
- Offsite analysis.
- Flow control and water quality facility analysis and design.
- Conveyance system analysis and design.
- Special reports and studies.
- Other permits.
- Erosion and sediment control analysis and design.

It is assumed that the project will be detention exempt as per the King County Surface Water Design Manual (Page 1-69 – Surface Exemption for Transportation Redevelopment Projects). The stormwater design will include water quality treatment via swales, rain gardens, or other low-impact development.

Deliverables: *Draft TIR at the 60% Design submittal and revisions for Final Design.*

Task 108 Civil Design Services

Task 108.01 – Blueline

Blueline will prepare 30%, 60%, 90%, and Final Design submittals as detailed in the Project Deliverables Section of this scope of work. The Civil Design Services will include:

- Site visits with the City as necessary to confirm the proposed project extent.
- Utility design (water only).
- Grading plan in accordance with ADA requirements.
- Preparation of plans, specifications, and estimates.
- Three (3) review meetings with the City to receive feedback following the 30%, 60%, and 90% Design submittals.
- Coordination with project stakeholders, subconsultants, utility companies, and City staff as needed throughout the design to satisfy the project objectives.

Deliverables: *30% Design, 60% Design, 90% Design, and Final Design as outlined in the Project Deliverables Section.*

Task 109 Traffic Design Services

Task 109.01 – Blueline

Blueline will coordinate with PH and TSI as needed to complete the traffic design.



Task 109.02 – PH Consulting LLC

PH in coordination with TSI and Blueline will contribute to the 30%, 60%, 90%, and Final Design submittals as detailed in the Project Deliverables Section of this scope of work.

PH will coordinate with TSI to provide the traffic design services pertaining to project channelization, signage, roadway/roundabout illumination, and rectangular rapid flashing beacons for pedestrian crossings conforming to the WSDOT Design Manual Chapters 1020, 1030, and 1040. The Traffic Design Services will include:

- Traffic analysis.
- Pedestrian connectivity analysis.
- Traffic control plans.
- Construction sequencing/phasing analysis.
- Preparation of plans, specifications, and estimates.

Deliverables: *30% Design, 60% Design, 90% Design, Final Design as outlined in the Project Deliverables Section.*

Task 109.03 – TSI

TSI in coordination with PH will contribute the Traffic Design Services (outlined in Task 109.2) to the 30%, 60%, 90%, and Final Design submittals as detailed in the Project Deliverables Section of this scope of work.

Deliverables: *30% Design, 60% Design, 90% Design, Final Design as outlined in the Project Deliverables Section.*

Task 110 Landscape Architecture

Task 110.01 – Blueline

Blueline will prepare 60% and 90%, and Final Design submittals as detailed in the Project Deliverables Section of this scope of work, providing landscape architecture services for the center islands, medians, and alongside pedestrian walkways. Blueline will also collaborate on the design of the Gateway Monument with the City and a city-selected third-party designer who will lead the design for feature elements and graphics.

The Landscape Architecture Design Services will include:

- Site visit to observe existing site conditions and context.
- Planting design (preliminary at 60%, detailed at 90%).
- Hardscape design (accent areas only, as applicable).
- Grading design - landscape areas only, as applicable (preliminary at 60%, detailed at 90%).
- Irrigation design (preliminary at 60%, detailed design at 90%).
- Preparation of landscape plans, specifications, and estimates in coordination with civil.
- Two (2) review meetings with the City to receive feedback following the 60% and 90% Design submittals.
- Preparation for and attendance at two (2) in-person City meetings pertaining to landscape and gateway monument design. Meeting #1 will be with the planning committee to discuss design options and extents. Meeting #2 will be to present the proposed design.



- Coordination with project stakeholders, subconsultants, and City staff as needed throughout the design to satisfy the project objectives.

Deliverables:	<i>Landscape Drawings at 60%, 90%, and Final Design as outlined in the Project Deliverables Section.</i> <i>Landscape specifications and estimates in coordination with civil.</i> <i>Meeting and presentation graphics (as required).</i>
Assumptions:	<i>The project limits are anticipated based on the conceptual layout attached herein.</i>

Task 111 Community Outreach

Task 111.01 – Blueline

Blueline will coordinate with PH to initiate community outreach early in the design phases that will continue throughout the duration of the project. Blueline will prepare for and attend the two open house sessions described below under Task 111.02.

The first open house will include orienting attendees to the overall project and 30% site design and gathering input regarding issues, concerns, and ideas related to landscape and the gateway monument. This input will be used to guide design direction for those elements. The proposed final (90%) landscape and gateway monument design will be presented at the second open house session.

Deliverables:	<i>Presentation materials for open house sessions , including:</i> <i><u>Open house session one:</u> 30% site design plans, site photos, project overview information</i> <i><u>Open house session two:</u> Colored illustrative plan showing 90% landscape and gateway monument design, along with supporting illustrations and imagery.</i>
Assumptions:	<i>The City will coordinate directly with the tribes.</i> <i>Open house sessions will be in-person.</i> <i>Attendance at council meetings will not be required.</i> <i>The City will prepare content and post relevant project information on their website.</i>

Task 111.02 – PH Consulting LLC

PH will lead the community outreach efforts including the sharing of project information, gathering feedback, evaluating results during outreach efforts, and convening community meetings during the design phase. This task will help identify neighborhood issues and concerns during the initial project stages and will significantly reduce the risk of neighborhood and customer concerns as the project proceeds. The community outreach task will include the following items:

- Preparation for and attendance at two open house sessions with residents and stakeholders with an opportunity to provide feedback – one after the completion of the 30% design to gather feedback on the landscape design and another as the final design approaches completion to gather feedback on construction impacts.

Deliverables:	<i>Public Meetings, and Presentations.</i>
Assumptions:	<i>The City will coordinate directly with the tribes.</i> <i>All meetings will be in-person.</i>



Attendance at council meetings will not be required.

Task 112 Stakeholder Coordination

Task 112.01 – Blueline

Blueline and PH will coordinate with relevant stakeholders – the hotel developer, the gas stations, the outlet mall, and other adjacent property owners. This task will include ongoing communication throughout the design, procurement, and construction.

As the hotel construction will be moving forward alongside the project design and construction, we will aim to be proactive in coordinating with the proposed hotel to ensure the project designs align and there are no construction conflicts.

We have included two meetings with each of the gas stations as part of the stakeholder coordination and up to eight-in person meetings total with relevant stakeholders.

Task 112.01 – Blueline

In coordination with Blueline, PH will coordinate with relevant stakeholders. This task will include ongoing communication throughout the project and attendance at up to eight in-person meetings with local property owners.

Task 113 Utility Coordination

Task 113.01 – Blueline

Blueline will coordinate with the utility providers to identify the location of the existing underground utility within the project vicinity to avoid conflicts and disruptions during construction.

Blueline will work with the City to determine the extent and upgrades required for the existing 12” ductile iron watermain through the project intersection.

Task 114 Grant Funding

Task 114.01 – Blueline

Blueline will coordinate with the City to secure additional grant funding for the construction phase of the project. We have accounted effort for the funding applications and a presentation to Puget Sound Regional Council (“PSRC”).

Deliverables:	<i>Grant Funding Application and Presentation</i>
Assumptions:	<i>Local funds will be used for the right-of-way.</i>

Task 115 Management Reserve

Task 115.01 – Blueline

This task provides for unanticipated services deemed to be necessary during the Project that are not specifically identified in the scope of work tasks defined above. Any additional work or funds under this item are not to be used unless explicitly authorized by the City.



General Assumptions and Notes

- Scope and fees outlined above are based on the Project Understanding included with this proposal as well as the following information (any changes to these documents may result in changes to the fees):
 - Applicable permit applications, checklists and standards current as of the effective date of this Agreement.
 - Correspondence, as well as enclosed drawings and reports, prior to the effective date of this Agreement.
- The following items are not anticipated to be necessary and are not included in this proposal:
 - Structural Engineering services.
 - Sanitary sewer main replacement/improvements.
 - Gas main relocation coordination.
 - Power relocation coordination (Client to coordinate).
 - Other dry utility relocation coordination.
 - Wall or rockery design.
 - Potholing during design.
 - Flow control design.
 - Capacity analysis of existing stormwater conveyance system.
 - Environmental documentation/permits beyond what is included in the scope above.
 - Construction Administration, Staking, or Inspection Services (a separate fee proposal can be provided upon request).
- The Client shall provide Blueline with a current title report, soils/geotechnical engineering report, topographic survey in CAD format, and any critical areas reports.
- Obtaining any offsite easements or right-of-entry including permanent easements (if required) will be the responsibility of the Client.
- Any design or reports required for additional permits intended to expedite the beginning of construction, such as an early clearing and grading permit, beyond those required for the full construction of the project are excluded. Should this be requested by the Client an Additional Services Authorization (ASA) will be provided.
- Water meter, roof downspout and side sewer sizing to be performed by others.
- Blueline will not pay any Agency fees on behalf of the Client. This includes any fees associated with permits and easements.
- This scope of work anticipates a single construction package. If the project becomes split into separate packages, an additional fee estimate can be provided for those packages after the first complete construction documents.
- The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will appear under a separate task called **EXPENSES**.
- Time and expense items are based on Blueline's current hourly rates.
- These fees stated above are valid if accepted within 30 days of the date of the proposal.
- Blueline reserves the right to adjust fees per current market conditions for tasks not started within a year of contract execution.



- Blueline reserves the right to move funds between approved Tasks 101 – 114 as necessary based on approved scope of work provided the overall budget of Tasks 101 – 114 is not exceeded. Client Project Manager will be notified if funds are shifted.
- Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
- Client revisions requested after the work is completed will be billed at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.
- If the Client requests Blueline's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Blueline's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task and will be in addition to the maximum or total fees and costs stated in the agreement to which this scope of work as attached.



Loaded Labor Rate		Senior Project Manager	Project Engineer	Engineer II	Engineering Designer	Planning Manager	Principal Landscape Architect	Senior Landscape Architect	Project Landscape Architect	Landscape Designer	Total Hours	Prime Consultant Loaded Labor Amount	Subconsultants	Total Fee	Fee Type
Task #	Base Tasks	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
101 Project Management															
101.01	Baseline	166	144	0	0	52	24	132	0	0	518	\$ 93,526		\$ 93,526	Not to Exceed
101.02	Forman Consulting Services	See Exhibit E											\$ 21,903	\$ 21,903	Not to Exceed
101.03	PH Consulting	See Exhibit E											\$ 13,198	\$ 13,198	Not to Exceed
102 Survey Services															
102.01	Baseline	2	32	12	4	0	0	0	0	0	50	\$ 7,591		\$ 7,591	Not to Exceed
102.02	Axis Survey & Mapping	See Exhibit E											\$ 74,962	\$ 74,962	Not to Exceed
103 NEPA and SEPA Documentation															
103.01	Baseline	2	52	48	32	20	0	2	0	0	156	\$ 23,592		\$ 23,592	Not to Exceed
103.02	Westland Resources	See Exhibit E											\$ 25,051	\$ 25,051	Not to Exceed
104 Geotechnical Services															
104.01	Baseline	2	24	16	0	0	0	0	0	0	42	\$ 6,264		\$ 6,264	Not to Exceed
104.02	HWA GeoSciences	See Exhibit E											\$ 35,868	\$ 35,868	Not to Exceed
105 Right-of-way Services															
105.01	Baseline	6	40	52	0	0	0	0	0	0	98	\$ 14,273		\$ 14,273	Not to Exceed
105.02	Tierra Inc.	See Exhibit E											\$ 48,169	\$ 48,169	Not to Exceed
106 WSDOT Approval															
106.01	Baseline	10	32	40	0	0	0	4	0	0	86	\$ 12,934		\$ 12,934	Not to Exceed
106.02	PH Consulting	See Exhibit E											\$ 51,001	\$ 51,001	Not to Exceed
106.03	TSI	See Exhibit E											\$ 109,606	\$ 109,606	Not to Exceed
107 Stormwater Analysis															
107.01	Baseline	2	60	100	0	0	0	0	0	0	162	\$ 22,739		\$ 22,739	Not to Exceed
108 Civil Design Services															
108.01	Baseline	14	144	192	420	0	0	0	0	0	770	\$ 111,638		\$ 111,638	Not to Exceed
109 Traffic Design Services															
109.01	Baseline	4	40	0	0	0	0	0	0	0	44	\$ 7,151		\$ 7,151	Not to Exceed
105															

[illegible]

Item #	Description	Senior Project Manager	Project Engineer	Engineer II	Engineering Designer	Planning Manager	Principal Landscape Architect	Senior Landscape Architect	Project Landscape Architect	Landscape Designer	Total Hours	Direct Labor Amount	Loaded Labor Amount
101.01 Project Management - Blueline													
1	Project Meetings	60	72			24		40			196	\$ 12,188	\$ 34,861
2	Monthly Invoices/Progress Reports	48	24	12		14	8	12			106	\$ 7,110	\$ 20,337
3	QA/QC	52				8	8	40			108	\$ 7,172	\$ 20,514
4	General Project Coordination	6	48			6	8	40			108	\$ 6,228	\$ 17,814
	Task 101.01 Total Hours	166	144	0	0	52	24	132	0	0	518		
	Task 101.01 Subtotal Direct Labor Fee	\$12,450	\$7,920	\$0	\$0	\$3,484	\$1,848	\$6,996	\$0	\$0		\$ 32,698	\$ 93,526
	Task 101.01 Subtotal Loaded Labor Fee	\$35,611	\$22,654	\$0	\$0	\$9,965	\$5,286	\$20,011	\$0	\$0			
102.01 Survey Services - Blueline													
1	Coordination with Axis Survey & Mapping	2	32	12	4						50	\$ 2,654	\$ 7,591
	Task 102.01 Total Hours	2	32	12	4						50		
	Task 102.01 Subtotal Direct Labor Fee	\$150	\$1,760	\$540	\$204	\$0	\$0	\$0	\$0	\$0		\$ 2,654	\$ 7,591
	Task 102.01 Subtotal Loaded Labor Fee	\$429	\$5,034	\$1,545	\$584	\$0	\$0	\$0	\$0	\$0			
103.01 NEPA and SEPA Documentation - Blueline													
1	Project Meetings/ Planning and Coordination	2	40	24		10		2			78	\$ 4,206	\$ 12,030
2	Site Documentation		12	24	32	10					78	\$ 4,042	\$ 11,561
	Task 103.01 Total Hours	2	52	48	32	20		2			156		
	Task 103.01 Subtotal Direct Labor Fee	\$150	\$2,860	\$2,160	\$1,632	\$1,340	\$0	\$106	\$0	\$0		\$ 8,248	\$ 23,592
	Task 103.01 Subtotal Loaded Labor Fee	\$429	\$8,180	\$6,178	\$4,668	\$3,833	\$0	\$303	\$0	\$0			
104.01 Geotechnical Services - Blueline													
1	Project Meetings/ Planning and Coordination	2	24	16							42	\$ 2,190	\$ 6,264
	Task 104.01 Total Hours	2	24	16							42		
	Task 104.01 Subtotal Direct Labor Fee	\$150	\$1,320	\$720	\$0	\$0	\$0	\$0	\$0	\$0		\$ 2,190	\$ 6,264
	Task 104.01 Subtotal Loaded Labor Fee	\$429	\$3,776	\$2,059	\$0	\$0	\$0	\$0	\$0	\$0			
105.01 Right-of-way Services - Blueline													
1	Project Meetings/ Planning and Coordination	6	40	52							98	\$ 4,990	\$ 14,273
	Task 105.01 Total Hours	6	40	52							98		
	Task 105.01 Subtotal Direct Labor Fee	\$450	\$2,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$ 4,990	\$ 14,273
	Task 105.01 Subtotal Loaded Labor Fee	\$1,287	\$6,293	\$6,693	\$0	\$0	\$0	\$0	\$0	\$0			
106.01 WSDOT Approval - Blueline													
1	Project Meetings/ Planning and Coordination	10	32	40				4			86	\$ 4,522	\$ 12,934
	Task 106.01 Total Hours	10	32	40				4			86		
	Task 106.01 Subtotal Direct Labor Fee	\$750	\$1,760	\$1,800	\$0	\$0	\$0	\$212	\$0	\$0		\$ 4,522	\$ 12,934
	Task 106.01 Subtotal Loaded Labor Fee	\$2,145	\$5,034	\$5,149	\$0	\$0	\$0	\$606	\$0	\$0			
107.01 Stormwater Analysis - Blueline													
1	Offsite Analysis	8	24								32	\$ 1,520	\$ 4,348
2	Flow Control and Water Quality Facilities Analysis	24	32								56	\$ 2,760	\$ 7,894
3	CSWPP	16	24								40	\$ 1,960	\$ 5,606
4	Technical Information Report	2	12	20							34	\$ 1,710	\$ 4,891
	Task 107.01 Total Hours	2	60	100	0	0	0	0	0	0	162		
	Task 107.01 Subtotal Direct Labor Fee	\$150	\$3,300	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0		\$ 7,950	\$ 22,739
	Task 107.01 Subtotal Loaded Labor Fee	\$429	\$9,439	\$12,871	\$0	\$0	\$0	\$0	\$0	\$0			
108.01 Civil Design Services - Blueline													
1	30% Design	2	32	56	100						190	\$ 9,530	\$ 27,259
2	60% Design	2	40	40	120						202	\$ 10,270	\$ 29,375
3	90% Design	2	32	32	100						166	\$ 8,450	\$ 24,170
4	Final Design	6	24	32	80						142	\$ 7,290	\$ 20,852
5	Specifications and Estimates	2	16	32	20						70	\$ 3,490	\$ 9,982
	Task 108.01 Total Hours	14	144	192	420	0	0	0	0	0	770		
	Task 108.01 Subtotal Direct Labor Fee	\$1,050	\$7,920	\$8,640	\$21,420	\$0	\$0	\$0	\$0	\$0		\$ 39,030	\$ 111,638
	Task 108.01 Subtotal Loaded Labor Fee	\$3,003	\$22,654	\$24,713	\$61,268	\$0	\$0	\$0	\$0	\$0			
109.01 Traffic Design Services - Blueline													
1	Project Meetings/ Planning and Coordination	4	40								44	\$ 2,500	\$ 7,151
	Task 109.01 Total Hours	4	40								44		
	Task 109.01 Subtotal Direct Labor Fee	\$300	\$2,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$ 2,500	\$ 7,151
	Task 109.01 Subtotal Loaded Labor Fee	\$858	\$6,293	\$0	\$0	\$0	\$0	\$0	\$0	\$0			

110.01 Landscape Architecture - Blueline														
1	Project Meetings/ Planning and Coordination													
2	Committee Meetings (assumes 2)													
3	60% Design													
4	90% Design													
5	Final Design													
6	Specifications and Estimates													
Task 110.01 Total Hours														
	Task 110.01 Subtotal Direct Labor Fee	0	0	0	0	0	0	0	0	0	0	0	0	0
	Task 110.01 Subtotal Loaded Labor Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 110.01 Subtotal Loaded Labor Fee														
	Task 111.01 Subtotal Direct Labor Fee	\$600	\$1,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Task 111.01 Subtotal Loaded Labor Fee	\$1,716	\$3,776	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
111.01 Community Outreach - Blueline														
1	Open-House Sessions - Materials Prep and Attendance	8	24											
Task 111.01 Total Hours														
	Task 111.01 Subtotal Direct Labor Fee	\$900	\$3,080	\$0	\$612	\$536	\$0	\$424	\$0	\$0	\$0	\$0	\$0	\$0
	Task 111.01 Subtotal Loaded Labor Fee	\$2,574	\$8,810	\$0	\$1,751	\$1,533	\$0	\$1,213	\$0	\$0	\$0	\$0	\$0	\$0
112.01 Stakeholder Coordination - Blueline														
1	Coordination and Meetings with Stakeholders	12	56											
Task 111.01 Total Hours														
	Task 111.01 Subtotal Direct Labor Fee	\$900	\$3,080	\$0	\$612	\$536	\$0	\$424	\$0	\$0	\$0	\$0	\$0	\$0
	Task 111.01 Subtotal Loaded Labor Fee	\$2,574	\$8,810	\$0	\$1,751	\$1,533	\$0	\$1,213	\$0	\$0	\$0	\$0	\$0	\$0
113.01 Utility Coordination - Blueline														
1	Utility Coordination with City	4	40											
2	Utility Coordination with Utility Providers	4	60											
Task 112.01 Total Hours														
	Task 112.01 Subtotal Direct Labor Fee	\$600	\$5,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Task 112.01 Subtotal Loaded Labor Fee	\$1,716	\$15,732	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
114.01 Grant Funding - Blueline														
1	Coordinate with the City	2	4											
2	Grant Funding Application	2	24											
3	Presentation to Puget Sound Regional Council	2	8											
Task 113.01 Total Hours														
	Task 113.01 Subtotal Direct Labor Fee	\$450	\$1,980	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Task 113.01 Subtotal Loaded Labor Fee	\$1,287	\$5,663	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Hours														
2692														
Total Fees (Direct Labor)														
\$ 143,598.00														
Total Fees (Loaded Labor)														
\$ 410,733.36														

SCOPE OF WORK

Project Name: Bendigo Blvd and Mt Si Blvd Roundabout Project
Client: City of North Bend
Date: November 17, 2022

Introduction

PH Consulting (Subconsultant) will provide professional engineering services for the Bendigo Blvd and Mt Si Blvd Roundabout (RAB) Project (Project). Subconsultant's scope of work under Blueline (Consultant) for the Project consists of WSDOT permitting and design services, illumination, channelization, signing, traffic control, traffic analysis, and construction phasing plan preparation. The purpose of the Project is to design and permit a RAB to replace the existing traffic signal at the intersection of Bendigo Boulevard (SR 202) and Mt Si Boulevard.

Supplemental services not included in this scope, including bidding support, construction engineering support, documentation, and inspections services may be added in the future.

PH Task Summary

Task 101.03	Project Management
Task 106.02	WSDOT Approval
Task 109.02	Traffic Design Services
Task 111.02	Community Outreach
Task 112.02	Coordination with Stakeholders
Expenses	

Task 101.03 Project Management

This task is for general project coordination, including coordination with the City, Blueline, and other Subconsultants. This will be on-going during the course of the project, and PH's project manager will maintain communication with the Blueline's project manager and City staff.

Task 106.02 WSDOT Approval

This task will include general project coordination with WSDOT, coordination and support during WSDOT roundabout geometric review process, and preparation of WSDOT roundabout/channelization plan report forms.

WSDOT Coordination

This task is for general WSDOT Coordination meetings, design review meetings, coordination phone calls, and other correspondence. Subconsultant will attend up to four general WSDOT coordination meetings, up to three PS&E design review meetings, and provide support for WSDOT project communications.

Deliverables

- Meeting Notes.

Roundabout Geometrics Coordination

This task provides for Subconsultants coordination with Project team to support the WSDOT RAB Geometric Design Review process. Subconsultant will perform Sidra operational analysis for RAB layout concept as provided by Consultant team.

Assumptions

- Others will provide roundabout geometric parameters and lane configuration settings for Sidra analysis.

Deliverables

- Meeting Notes.
- Sidra Output Reports.

WSDOT Report Forms

WSDOT requires specific project documentation as part of the Design Approval process. The SUBCONSULTANT shall complete the required Design Approval Checklist, Introductory Memorandum, Context and Modal Accommodation Report (CMAR), Basis of Design (BOD), and Summary of Design (SOD) WSDOT Report Forms for the PROJECT. The CMAR, BOD, and SOD, will follow the latest WSDOT guidance and generally include:

Completed WSDOT Design Bid Build Documentation Checklist (by SUBCONSULTANT)

- Design Approval (DA), Project Development Approval (PDA) and/or Combined DA/PDA Memorandum (by SUBCONSULTANT)
- Vicinity Map (by CONSULTANT)

- Environmental Review Summary including NEPA and SEPA documentation (by CONSULTANT)
- Basis of Design (BOD) completed WSDOT form (by SUBCONSULTANT)
- Summary of Design (SOD) completed WSDOT form (by SUBCONSULTANT)
- Context and Modal Accommodation Report (CMAR) completed WSDOT form (by SUBCONSULTANT)
- Plans for Approval (by Others)
- AutoTurn Exhibits for applicable vehicle movements (by Others)
- Typical Roadway Sections (by CONSULTANT)
- Intersection Sight Distance Triangles (by CONSULTANT)
- Curb Ramp Plans including pedestrian push button locations (by CONSULTANT)
- Design Clear Zone Inventory Form (by CONSULTANT, IF REQUIRED)

CMAR

- Documenting general Project information
- Description of community engagement summarizing major commitments or expectations
- Documenting Context Determination including current and future land, roadway, bicycle, pedestrian, freight, and transit use
- Documenting Design Controls including initial Modal Accommodation and conditions that decrease or increase Modal Accommodation for motor vehicles, bicycles, and pedestrians.

BOD

- Description of past and planned community engagement
- Documentation of General Project Information
- Documentation of identified Project Needs and contributing factors including PROJECT purpose, resource constraints and stakeholder engagement
- Documentation of Roadway Context including Land Use context and Transportation Context
- Documentation of Design Controls including Modal Accommodation Priorities, Design Vehicles, Access Controls, and Target Speed
- Documentation of Alternatives Analysis and elements of the alternative that came into consideration when selecting the preferred alternative
- Documentation of Design Elements Changed from existing conditions in the preferred alternative

SOD

- Proponent Information
- Project Information
- Design Elements

The SUBCONSULTANT will rely upon existing information in addition to information gathered in the Data Collection/Identifying Project Needs phase for the data necessary to complete the CMAR and BOD and SOD to the greatest extent feasible. Information not available from the CITY will be developed by the CONSULTANT and SUBCONSULTANT.

The CONSULTANT assumes that the WSDOT review comment cycle will take up to three (3) cycles. Any revisions requested by WSDOT beyond three (3) review cycles is considered extra work. SUBCONSULTANT assumes that WSDOT will require 3 to 4 weeks to create and return written comments to the SUBCONSULTANT.

Task 109.02 Traffic Design Services

Traffic Design Services will include preparation of project plans, specifications, and estimates for the roadway/roundabout illumination plan design, Rectangular Rapid Flashing Beacon (RRFB) Crossing plan design, Signage plan design, Channelization plan design, site specific Temporary Traffic Control plan design, and Construction Phasing/Staging Plans. WSDOT Report Forms under Task 106.02 will be prepared concurrently with traffic design services as appropriate with WSDOT review process. Scope will include internal project team meetings and internal QA/QC.

This also includes general project management of PH's traffic design services, including project monitoring, reporting, monthly invoicing, plan review/discussion meetings, in-house quality assurance. PH will provide monthly progress reports and invoices in accordance with the CITY's procedures and respond to DMCS online reporting. Each progress report and invoice package will include PH's invoice showing all labor and direct expenses included for the period, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period.

30% Design Phase

30% Preliminary Design will include a schematic layout of all project elements included in the plan set. Intent is to provide enough information for coordination with other disciplines, identify potential utility conflicts, coordination with WSDOT traffic design review, and support preliminary cost estimate. 30% Design submittal will include plans, standard details list, preliminary cost estimate, and technical design memorandum. Project specific details, wire diagrams, wire schedules, sign tables, and other design details will not be included on plans at this design level.

60% Design Phase

After City review of the 30% Preliminary Design, the City and the Blueline team will meet to discuss the City and WSDOT's review comments, and the team will then proceed towards 60% Design development. PH's 60% design will include plans, project special provisions list, project cost estimate, project specific design details, photometric reports, scope specific Public Interest Finding (PIF) documentation, WSDOT Signal Permit documentation (for RRFB's), and technical design memorandum.

90% Design Phase

After City review of the 60% Preliminary Design, the City and the Blueline team will meet to discuss the City and WSDOT's review comments, and the team will then proceed with 90% Design development. PH's 90% design will include complete plans, specifications, and estimates, design details, final photometric report, and technical design memorandum. The 90% plan review set is assumed to be ready for final WSDOT design and PS&E/funding obligation review.

Final Design Bid Documents

After City review of the 90% Design, the City and the Blueline team will meet to discuss the City & WSDOT's review comments, and the team will then proceed with Final Design development. PH's Final Design package

submittal will include complete, bid-ready contract documents, and it is not anticipated that the City or WSDOT will provide substantial review comments at this stage.

ASSUMPTIONS & EXCLUSIONS

- Progress Report and Invoice packages will be prepared monthly.
- DMCS reporting will occur monthly.
- Consultant will provide consolidated City/WSDOT plan review comments at each submittal.
- Level of effort assumes maximum of three (3) WSDOT design review cycles. Additional reviews may require additional service and fees.
- Internal Coordination meetings occur weekly.
- Plans will be prepared using City of North Bend AutoCAD Civil 3D standards.
- No specifications will be provided with the 30% submittal.
- Prior to the 60% Design stage, the City will provide the most current version of the front-end contract documents in Word format to PH.
- Specifications will be prepared per current WSDOT Specifications Manual with relevant WSDOT, APWA, Local, and project specific GSP's incorporated as needed.
- Blueline will prepare the master plans, specifications, and estimates, and PH's information will be inserted into the master sets for submittals.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to the Blueline team for review.

DELIVERABLES

- Monthly Progress Report and Invoice Packages.
- PH's 30%, 60%, and 90% Design plans will be provided electronically as PDFs to Blueline.
- PH's 60%, 90%, and Final Design specifications will be provided electronically as PDF and in MS Word to Blueline
- PH's 30%, 60%, and 90% Design estimates will be provided electronically as PDF and in MS Excel.
- PH's AutoCAD files will also be provided to Blueline with the Final Design Bid Documents.

Task 111.02 Community Outreach

This task includes community outreach related support services consisting of two Open House meetings and limited assistance/participation in general outreach planning efforts.

ASSUMPTIONS & EXCLUSIONS

- Attendance at up to two in-person public outreach meetings.
- This task does not include website content or assistance with social media postings.

Task 112.02 Coordination with Stakeholders

This task includes participation in property owner meetings, including the adjacent parcels to assist with project outreach.

ASSUMPTIONS & EXCLUSIONS

- Attendance at up to eight in-person meetings with local property owners

Expenses

This task provides for reimbursement associated with mileage, meetings, plots, and site visits throughout the course of the project.

General Assumptions and Notes

- The City will provide all available information.
- The following items are not included in this this scope of work:
 - a. Traffic counts.
 - b. ROW services.
 - c. Stormwater or Utility design and/or coordination.
 - d. Structural calculations for existing traffic signal pole removal or temporary relocation.
- PH will not pay any agency or easement fees on behalf of the City.
- Fees incurred due to reimbursable expenses such as large format copies (larger than legal size), mileage, and plots will be billed the **Expenses** task.
- Time and expense items are based on our Team's current hourly rates.
- PH reserves the right to move funds between approved Tasks as necessary based on approved scope of work provided the overall budget of Tasks is not exceeded. The City's Project Manager will be notified if funds are shifted.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.

PH Consulting Staff Category	Hours	Rate	Cost
Principal	175	\$ 232.18	\$ 40,631.50
Senior Project Manager	334	\$ 219.96	\$ 73,466.64
Senior Traffic Engineer	220	\$ 195.52	\$ 43,014.40
Project Engineer	328	\$ 171.08	\$ 56,114.24
CAD Designer II	316	\$ 139.31	\$ 44,021.33
Associate Engineer	188	\$ 114.87	\$ 21,595.18
Office Administrator	48	\$ 92.87	\$ 4,457.86
Total Hours	1609		\$ 283,301.15

Subtotal Direct Salary Cost \$ 283,301.15

Direct Expenses	Unit	Cost	Total
Reproduction Costs			
Full Sized Copies (Bond)	0	\$ -	\$ -
Reprographics	1	\$ 100.00	\$ 100.00
Travel (Airfare, Hotel)	0	\$ -	\$ -
Other Expenses	0	\$ -	\$ -
2022 Mileage Rates	1,800	\$ 0.625	\$ 1,125.00

Sub-Total Direct Expenses \$ 1,225.00

Total Fee \$ 284,526.15

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer II	Associate Engineer	Office Administrator	Total
	Direct Rate	\$ 95.00	\$ 90.00	\$ 80.00	\$ 70.00	\$ 57.00	\$ 47.00	\$ 38.00	
	OH (110%)	\$ 104.50	\$ 99.00	\$ 88.00	\$ 77.00	\$ 62.70	\$ 51.70	\$ 41.80	
	Fixed Fee (34.4%)	\$ 32.68	\$ 30.96	\$ 27.52	\$ 24.08	\$ 19.61	\$ 16.17	\$ 13.07	
	Fully Loaded Rate	\$ 232.18	\$ 219.96	\$ 195.52	\$ 171.08	\$ 139.31	\$ 114.87	\$ 92.87	
101.03	PROJECT MONITORING & COORDINATION								
	City Coordination	0	60	0	0	0	0	0	60
	Task 101.03 Total Hours	0	60	0	0	0	0	0	60
	Subtotal Task 101.03	\$ -	\$ 13,197.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,197.60
106.02	WSDOT Approval								
	WSDOT Coordination	8	24	24	16	0	0	0	72
	RAB Geometrics Coordination	16	4	24	8	4	0	0	56
	WSDOT Report Forms	8	40	16	40	0	40	0	144
	Task 106.02 Total Hours	32	68	64	64	4	40	0	272
	Subtotal Task 106.02	\$ 7,429.76	\$ 14,957.28	\$ 12,513.28	\$ 10,949.12	\$ 557.23	\$ 4,594.72	\$ -	\$ 51,001.39
109.02	Traffic Design Services								
	Project Coordination, including Agency Meetings	24	48	0	0	0	0	0	72
	Project Monitoring, Reporting, & Invoicing	0	16	0	0	0	0	48	64
	<i>Illumination Plans (4 Sheets)</i>								
	30% Design	2	0	4	8	12	0	0	26
	60% Design	1	2	8	12	24	4	0	51
	90% Design	2	2	4	4	8	2	0	22
	Final Design Bid Documents	1	2	2	4	4	0	0	13
	<i>RRFB Plans (3 Sheets)</i>								
	30% Design	1	0	2	4	8	0	0	15
	60% Design	1	2	4	8	16	4	0	35
	90% Design	1	2	2	4	8	2	0	19
	Final Design Bid Documents	1	2	2	4	4	0	0	13
	<i>Signing Plans (4 Sheets)</i>								
	30% Design	2	0	4	8	12	0	0	26
	60% Design	1	2	8	16	24	12	0	63
	90% Design	2	2	4	8	12	4	0	32
	Final Design Bid Documents	1	2	2	4	4	0	0	13
	<i>Channelization Plans (4 Sheets)</i>								
	30% Design	2	0	4	8	12	0	0	26
	60% Design	1	2	8	16	24	12	0	63
	90% Design	2	2	4	8	12	4	0	32
	Final Design Bid Documents	1	4	2	4	4	0	0	15
	<i>Traffic Control Plans (6 Sheets)</i>								
	30% Design	2	0	4	8	12	0	0	26
	60% Design	4	2	8	16	32	12	0	74
	90% Design	2	2	4	8	16	4	0	36
	Final Design Bid Documents	1	2	2	4	4	0	0	13
	<i>Construction Phasing/Staging Plans (6 Sheets)</i>								
	30% Design	8	0	4	8	4	0	0	24
	60% Design	16	8	8	16	24	12	0	84
	90% Design	8	4	4	8	16	4	0	44
	Final Design Bid Documents	4	2	2	4	4	0	0	16
	<i>Estimates</i>								
	30% Design	2	0	4	8	0	8	0	22
	60% Design	2	2	4	12	0	12	0	32
	90% Design	2	2	4	8	0	8	0	24
	Final Design Bid Documents	2	2	4	0	0	4	0	12
	<i>Project Specifications</i>								
	60% Design	2	2	4	12	0	12	0	32
	90% Design	4	12	4	8	0	8	0	36
	Final Design Bid Documents	2	4	4	4	0	8	0	22
	Team Meetings (48 Internal Meetings)	24	24	24	12	12	12	0	108
	Task 109.02 Total Hours	131	158	152	256	312	148	48	1205
	Subtotal Task 109.02	\$ 30,415.58	\$ 34,753.68	\$ 29,719.04	\$ 43,796.48	\$ 43,464.10	\$ 17,000.46	\$ 4,457.86	\$ 203,607.20

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer II	Associate Engineer	Office Administrator	Total
	Direct Rate	\$ 95.00	\$ 90.00	\$ 80.00	\$ 70.00	\$ 57.00	\$ 47.00	\$ 38.00	
	OH (110%)	\$ 104.50	\$ 99.00	\$ 88.00	\$ 77.00	\$ 62.70	\$ 51.70	\$ 41.80	
	Fixed Fee (34.4%)	\$ 32.68	\$ 30.96	\$ 27.52	\$ 24.08	\$ 19.61	\$ 16.17	\$ 13.07	
	Fully Loaded Rate	\$ 232.18	\$ 219.96	\$ 195.52	\$ 171.08	\$ 139.31	\$ 114.87	\$ 92.87	
111.02	COMMUNITY OUTREACH								
	City Coordination	0	0	0	0	0	0	0	0
	Project Website Assistance	0	0	0	0	0	0	0	0
	Social Media Assistance	0	0	0	0	0	0	0	0
	Open Houses	4	16	0	0	0	0	0	20
	Listening Sessions	0	0	0	0	0	0	0	0
	General Outreach Assistance	4	8	4	8	0	0	0	24
	Task 111.02 Total Hours	8	24	4	8	0	0	0	44
	Subtotal Task 111.02	\$ 1,857.44	\$ 5,279.04	\$ 782.08	\$ 1,368.64	\$ -	\$ -	\$ -	\$ 9,287.20
112.02	COORDINATION WITH STAKEHOLDERS								
	Property Owner Meetings	4	24	0	0	0	0	0	28
	Task 112.02 Total Hours	4	24	0	0	0	0	0	28
	Subtotal Task 112.02	\$ 928.72	\$ 5,279.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,207.76
	PH TOTAL HOURS	175	334	220	328	316	188	48	1609
	TOTAL ALL TASKS	\$ 40,631.50	\$ 73,466.64	\$ 43,014.40	\$ 56,114.24	\$ 44,021.33	\$ 21,595.18	\$ 4,457.86	\$ 283,301.15

PH Consulting LLC Summary of Direct Labor Costs Effective January 1, 2022-December 31, 2022					
Job Classifications	Maximum Direct Labor Rate	Safe Harbor Overhead 110%	Fixed Fee 34.4%	Maximum Billing Rate	
Principal	\$ 100.00	\$ 110.00	\$ 34.40	\$	244.40
Senior Project Manager	\$ 95.00	\$ 104.50	\$ 32.68	\$	232.18
Project Manager	\$ 90.00	\$ 99.00	\$ 30.96	\$	219.96
Quality Manager	\$ 95.00	\$ 104.50	\$ 32.68	\$	232.18
Senior Traffic Engineer	\$ 85.00	\$ 93.50	\$ 29.24	\$	207.74
Project Engineer	\$ 75.00	\$ 82.50	\$ 25.80	\$	183.30
Associate Engineer	\$ 55.00	\$ 60.50	\$ 18.92	\$	134.42
Assistant Transportation Engineer	\$ 50.00	\$ 55.00	\$ 17.20	\$	122.20
Engineering Intern	\$ 40.00	\$ 44.00	\$ 13.76	\$	97.76
CAD Designer III	\$ 60.00	\$ 66.00	\$ 20.64	\$	146.64
CAD Designer II	\$ 50.00	\$ 55.00	\$ 17.20	\$	122.20
CAD Designer I	\$ 45.00	\$ 49.50	\$ 15.48	\$	109.98
Office Administrator	\$ 45.00	\$ 49.50	\$ 15.48	\$	109.98
Office Assistant	\$ 40.00	\$ 44.00	\$ 13.76	\$	97.76
Direct non-salary costs will be billed at actual costs. Direct Mileage will be billed at current approved IRS mileage rate.					



Exhibit A-1

Scope of Services

City of North Bend – Bendigo Blvd/SR 202 & Mt Si Blvd Roundabout Plan for Approval and Supporting Documentation

A - Project Description

Transportation Solutions Inc. (SUBCONSULTANT) shall prepare channelization plans and supporting design documentation for the Bendigo Boulevard/SR 202 & Mt Si Blvd Roundabout intersection (PROJECT) for the City of North Bend (CITY). The PROJECT will be prepared in accordance with design guidance by and previous comments received from the Washington State Department of Transportation (WSDOT). The design documents will be submitted for WSDOT's review and approval. The PROJECT will be prepared in coordination with the CONSULTANT's (BlueLine Group) design team.

The proposed Bendigo Boulevard/SR 202 and SW Mt. Si Boulevard (Intersection) RAB is located just off I-90 Exit 31. The Intersection connects I-90 to downtown, approximately ½ mile to the northeast. From downtown North Bend, SR 202 connects the center of North Bend with the local center of Snoqualmie, 2 ½ miles away, and continues to Fall City, Redmond, and beyond.

The Intersection currently has two northeast bound through lanes and a right turn lane, two southwest bound through lanes with one lane turning into an on ramp to I-90 west and a left turn lane, a northwest bound left turn and right turn lane, and a southeast bound right turn lane. There are currently several restricted movements through the intersection including into and out of the North Bend Premium Outlets.

The close proximity of the I-90 off and on ramps provide a unique challenge to the Intersection, approximately 300 ft away. While the ICE process determined that only a single RAB is necessary, this intersection has an Average Daily Traffic (ADT) of 18,000 per WSDOT's 2020 data, the highest count on SR 202 between I-90 and downtown North Bend. Traffic volumes are increasing due to North Bend's rapid growth and tourism draw.

Replacing the existing traffic signal and roadway configuration at the Intersection is intended to improve traffic flow, mobility, property access, and safety for all users, including pedestrians and bicycles. The PROJECT includes the addition of bike lanes, ADA-compliant sidewalks, crosswalks with rectangular rapid flashing beacons (RRFBs), landscaped center islands and medians, and lighting at all legs of the RAB. Improvements also include trail connectors from State Route 202 to the Riverfront Park to the north, helping connect portions of the Snoqualmie Valley regional trail system together, including through downtown.



PH Consulting (PH) prepared an Intersection Control Evaluation (ICE) for the Intersection that was approved by WSDOT in May 2022. A roundabout is the recommended and approved alternative. The ICE determined the roundabout should be designed to accommodate two lanes on the Mt Si Blvd approach. However, the City of North Bend and WSDOT may discuss the option of building a single lane on this approach for the opening year, with the ability to transition to two lanes when traffic operations degrade to the point where two lanes are needed.

Transportation Solutions, Inc. (SUBCONSULTANT) will provide Blueline (CONSULTANT) with design services required to support a WSDOT Northwest Region Channelization Plan for Approval (PFA) for a roundabout at Bendigo Boulevard/SR 202 & Mt Si Blvd in North Bend. Transportation Solutions will be responsible to develop roundabout channelization features, coordinate with WSDOT, and coordinate with the CONSULTANT team which will develop and work with WSDOT to obtain approval for the required WSDOT documentation forms including the Basis of Design (BOD) and Context Modal Accommodation Report (CMAR).

Design documents to be prepared and submitted to WSDOT include the following:

- Channelization Plans for Approval (by SUBCONSULTANT with assistance by CONSULTANT)
- AutoTurn Exhibits for applicable vehicle movements (by SUBCONSULTANT)
- Completed WSDOT Design Bid Build Documentation Checklist (by CONSULTANT)
- Design Approval (DA), Project Development Approval (PDA) and/or Combined DA/PDA Memorandum (by CONSULTANT)
- Vicinity Map (by CONSULTANT)
- Environmental Review Summary including NEPA and SEPA documentation (by CONSULTANT)
- Basis of Design (BOD) completed WSDOT form (by CONSULTANT)
- Summary of Design (SOD) completed WSDOT form (by CONSULTANT)
- Context and Modal Accommodation Report (CMAR) completed WSDOT form (by CONSULTANT)
- Typical Roadway Sections (by CONSULTANT)
- Intersection Sight Distance Triangles (by CONSULTANT)
- Curb Ramp Plans including pedestrian push button locations (by CONSULTANT)

B - Information, Responsibilities, and Services Provided by the CLIENT

The following information will be provided by the CITY and/or CONSULTANT. This is not intended to be an exhaustive list and additional data to be provided by the CITY and/or CONSULTANT is included throughout the scope of work:

- AutoCAD Civil 3D base map file
- Roadway and utility as-built drawings and Plan for Approval



- 5-year crash data
- Transportation Element of the current Comprehensive Plan
- Available traffic counts in the project vicinity
- Existing right-of-way plans for the project area
- The CITY shall provide review comments to the updated design documents following their submittal by the CONSULTANT.

C - General Project Assumptions

This Scope of Services is based upon certain assumptions and exclusions, identified below and under specific tasks. The following assumptions were used in the development of this scope of services:

- AutoCAD Civil 3D 2022 will be utilized on the PROJECT. AutoCAD files will be submitted in compatible .dwg format.
- AGI32 software will be used for illumination design.
- AutoTurn will be utilized to evaluate vehicle turning movements.
- MS Excel will be utilized for spreadsheets.
- MS Word will be utilized for word processing.
- PROJECT will utilize WSDOT Design Manual September 2022
- Roundabout design will be based upon May 2022 WSDOT approved ICE and CITY and WSDOT approved project needs established from correspondence with stakeholders
- SUBCONSULTANT will prepare up to three roundabout concepts to be evaluated by the CONSULTANT for capacity and LOS for discussion with the CITY and WSDOT
- Scope is for a single roundabout design for construction. Additional SUBCONSULTANT work is required if the preferred alternative is for an initial roundabout design for construction that can be expanded as traffic operations degrade.
- SUBCONSULTANT will prepare channelization plans for WSDOT review and approval
- SUBCONSULTANT will provide preliminary guidance and review of the roundabout grading to be completed by CONSULTANT
- The PROJECT will be prepared in coordination with CONSULTANT team, which will be preparing all design bid document plans.
- Specifications and cost estimate to be prepared by CONSULTANT
- Project duration is twelve (12) months

D - Change Management

The Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must ensure that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a



change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible.

The Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule. Verified changes will be communicated to project stakeholders. The Project Manager will be prepared to explain the effect of the change to the team, so schedules and budgets can be adjusted.

This is a time and materials contract with a not to exceed maximum. The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.

TASK 1.0 – PROJECT MANAGEMENT AND QUALITY CONTROL

1.1 Project Management

Project management will be on-going during the course of the project. The SUBCONSULTANT's project manager will maintain communication with the CONSULTANT's project manager, monitor the PROJECT's scope, schedule, and budget, attend project progress meetings, and other similar project management tasks.

Assumptions

- Project progress meetings occur monthly

1.2 Monthly Progress Reports and Invoices

SUBCONSULTANT will provide monthly progress reports and invoices in accordance with the CITY's procedures. SUBCONSULTANT will coordinate the first invoice so that the format is acceptable to the CITY. Each progress report and invoice package will include the SUBCONSULTANT invoice showing all labor and direct expenses included for the period, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period.

Assumptions

- Progress Report and Invoice packages will be prepared monthly.

Deliverables

- Monthly Progress Report and Invoice Packages
- Periodic Project Schedule updates as agreed to between the CITY and CONSULTANT



1.3 Quality Control/Quality Assurance Review

Quality Control reviews will be completed prior to submittal of major deliverables to WSDOT and the CITY. Labor hours required for quality control and internal review of design documents is included with time for submittals. These will include the following Draft and Final Submittals to WSDOT:

- Channelization Plans for Approval (by SUBCONSULTANT with assistance by CONSULTANT)
- AutoTurn Exhibits for applicable vehicle movements (by SUBCONSULTANT)

1.4 Project Closeout

SUBCONSULTANT shall deliver all documents in electronic formats. SUBCONSULTANT shall prepare a final closeout progress report and final invoice.

TASK 2.0 – WSDOT Plan for Approval and Documentation

The intersection of Bendigo Boulevard & Mt Si Boulevard is on a State Route and therefore WSDOT approval is required for several design elements. Required WSDOT approvals include:

- Channelization Plans for Approval (by SUBCONSULTANT with assistance by CONSULTANT)
- AutoTurn Exhibits for applicable vehicle movements (by SUBCONSULTANT)
- Completed WSDOT Design Bid Build Documentation Checklist (by CONSULTANT)
- Design Approval (DA), Project Development Approval (PDA) and/or Combined DA/PDA Memorandum (by CONSULTANT)
- Vicinity Map (by CONSULTANT)
- Environmental Review Summary including NEPA and SEPA documentation (by CONSULTANT)
- Basis of Design (BOD) completed WSDOT form (by CONSULTANT)
- Summary of Design (SOD) completed WSDOT form (by CONSULTANT)
- Context and Modal Accommodation Report (CMAR) completed WSDOT form (by CONSULTANT)
- Typical Roadway Sections (by CONSULTANT)
- Intersection Sight Distance Triangles (by CONSULTANT)
- Curb Ramp Plans including pedestrian push button locations (by CONSULTANT)
- Design Clear Zone Inventory Form (by CONSULTANT)

2.1 Data Collection/Identifying Project Needs

2.1.1 Review of background information and existing conditions

SUBCONSULTANT shall review existing PROJECT background information including approved ICE, other documentation, and survey data provided by the CONSULTANT and CITY. Work effort includes one site visit.



Engaging stakeholders and identifying project needs in the initial stages of the PROJECT supports practical decision making and contributes to the basis of design for a site-specific roundabout.

SUBCONSULTANT shall participate in stakeholder meetings and communications to collaborate on identifying and prioritizing project needs. CONSULTANT and CITY shall identify and coordinate with stakeholders. Project needs to be identified and prioritize include the following. This is not intended to be an exhaustive list as community and stakeholder engagement may reveal additional project needs.

2.1.2 Central Project Needs

- Environmental considerations
- Budget considerations
- Community considerations
- Utility considerations
- Complete Streets considerations
- Existing design variance considerations
- Inclement weather considerations
- Landscaping considerations

2.1.3 General Vehicular/Lane Use Project Needs

- Traffic considerations
- Safety considerations
- Emergency services considerations
- Freight transport considerations
- Transit considerations
- Corridor and adjacent intersection improvement considerations
- Vehicle type and access considerations to/from outlet mall and hotel
- Vehicle type and access considerations to/from Mt Si Boulevard
- Sizes of design vehicles and vehicles to be accommodated for each turning movement
- Possibility of oversized or other unique vehicles needing accommodation through the intersection

2.1.4 Bicycle/Pedestrian Project Needs

- Addition and/or improvement of ADA facilities
- Trail connector route between Tennant Trail and Snoqualmie Valley Trail
- Localized and regional pedestrian access routes, user types, and facilities
- Localized and regional bicycle access routes, user types, and facilities

2.1.5 Adjacent Properties Project Needs

- Right of Way considerations



- Future development of outlet mall and La Quinta/Hawthorn hotel
- Future development along Mt Si Boulevard
- Fuel truck sizes and access routes to both adjacent gas stations
- Vehicle access and circulation within both gas stations
- Vehicle access and circulation at coffee stand/Burger King driveway
- Vehicle circulation within outlet mall/hotel property

Assumptions

- Stakeholders include but are not limited to: CITY (Public Works, Parks, Police), WSDOT, Eastside Fire and Rescue, King County Metro, owner of outlet mall, owner of proposed La Quinta/Hawthorn hotel, owner of Shell Station, owner of Chevron Station, other property owners along Mt Si Boulevard, cycling community, other community members
- The initial traffic data and analysis provided in the approved ICE will contribute to the Basis of Design
- CONSULTANT shall conduct any additional traffic data collection and analysis.
- Design year traffic forecasts will be based upon the Transportation Element of the City's adopted Comprehensive Plan.
- CONSULTANT shall conduct Safety Analysis, identify safety issues and complete associated WSDOT documentation
- CONSULTANT shall conduct environmental review and identify environmentally sensitive areas within PROJECT
- CONSULTANT shall coordinate and identify limits of possible right of way acquisition. SUBCONSULTANT shall design roundabout to fit within the right of way acquisition limits. The final design may not require right of way acquisition to the full extent of the possible limits.
- CONSULTANT shall coordinate with utility companies to identify potential utility relocations or constraints
- Identifying Central Project Needs includes attendance at one (1) in-person public open house meeting
- Identifying General Vehicular/Lane Use Project Needs includes one (1) meeting
- Identifying Bicycle/Pedestrian Project Needs includes one (1) meeting
- Identifying Adjacent Properties Project Needs includes one (1) meeting

2.2 Concept Iterations

Roundabout design is an iterative process requiring multiple revisions between assumptions, traffic analysis, and conceptual geometric design. Based on information gathered in the Data Collection phase, SUBCONSULTANT shall provide up to three (3) roundabout concepts for other SUBCONSULTANTS, CONSULTANT, and CITY to analyze based on identified project needs. Labor hours for collaborating with



various stakeholders with regards to concept iterations addressing specific project needs are included in Data Collection/Identifying Project Needs section.

Assumptions

- Roundabout concepts are approximate and subject to changes and geometric refinement through the design process
- Roundabout concepts may be submitted sequentially as part of the iterative process and not simultaneously
- CONSULTANT shall conduct any additional traffic data collection and analysis.
- SUBCONSULTANT will not conduct AutoTurn simulations for all turning movements of each design concept.
- SUBCONSULTANT shall conduct AutoTurn simulations for an individual turning movement using the applicable design vehicle if it is a determining design feature for the specific roundabout concept.
- SUBCONSULTANT shall conduct AutoTurn simulations for all turning movements of the preferred alternative as part of the Plan for Approval design process.

Deliverables

- 11"x17" Graphical plan view layouts of up to three (3) roundabout concepts

2.3 WSDOT Channelization Plan for Approval

WSDOT requires specific project documentation as part of the Design Approval process. The CONSULTANT shall complete the required Design Approval Checklist, Introductory Memorandum, Context and Modal Accommodation Report (CMAR), Basis of Design (BOD), and Summary of Design (SOD) WSDOT Report Forms for the PROJECT. The SUBCONSULTANT and CONSULTANT team will work with the CITY and WSDOT to prepare channelization plans and documentation necessary to obtain WSDOT Channelization Plan Approval. The Channelization Plan for Approval will be prepared in accordance with the latest guidance from WSDOT NORTHWEST REGION. The Channelization Plan for Approval will include:

- Traffic schematic drawing (by CONSULTANT)
- Plan sheets
 - Design Data Box (with specific project info) (by SUBCONSULTANT/CONSULTANT)
 - Channelization location and type (curb, barrier, etc) (by SUBCONSULTANT)
 - Details for raised islands showing square footage, type of curb, etc. (by SUBCONSULTANT)
 - Pedestrian Curb ramp locations and type (by CONSULTANT)
 - Pavement markings (crosswalk, stop bars, arrows, bike symbols) (by SUBCONSULTANT)
 - Lane line markings (centerline, edge line, wide line, etc) (by SUBCONSULTANT)
 - Additional NW region requirements
 - Typical Roadway Sections (by CONSULTANT)
 - Transit Stop Locations (by CONSULTANT)



- Intersection sight distance triangles (by CONSULTANT)
- AutoTurn Exhibits for applicable vehicle movements (by SUBCONSULTANT)
- Scaled raised island details w/ dimensions, slopes, placement of ped push buttons (by CONSULTANT)

2.3.1 Geometric Design Peer Review

The SUBCONSULTANT shall coordinate a WSDOT Geometric Plan Review. WSDOT requires a Geometric Design Peer Review for new roundabouts on State Routes. The Peer review will be held soon after the conceptual roundabout layout is developed. The peer review should include the following WSDOT participants:

- Region Traffic Office
- Assistant State Traffic Engineer
- Region Project Development Engineer or Engineering Manager
- Assistant State Design Engineer

The intent of this peer review is to review, discuss, evaluate, and provide feedback on the 2-D roundabout layout design in order to finalize the channelization plan.

2.3.2 Geometric Roundabout Design

The SUBCONSULTANT will rely upon existing information in addition to information gathered in the Data Collection/Identifying Project Needs phase for the data necessary to complete the geometric roundabout design to the greatest extent feasible. Information not available from the CITY will be developed by the CONSULTANT team.

The SUBCONSULTANT shall prepare a preliminary Roundabout design of sufficient detail to prepare the Plans for Approval. The roundabout design will establish the horizontal geometry of the roundabout. The intersection is assumed to be a dual lane roundabout on the SR202 approaches. Minor leg geometry will be finalized during the WSDOT approval process. The following elements will be defined for the roundabout geometrics for the preferred alternative:

Roundabout Geometrics

- Lane widths
- Shoulders
- Non-motorized user facilities within the curblines
- Inscribed circle diameter
- Entry widths
- Circulating roadway width
- Entry/exit curve radii and arc length
- Entry angles



- Channelization and pavement markings
- Truck aprons
- Designated landscape/hardscape areas

2.3.3 Channelization Plan Review Submittals

The channelization plan review process is typically an iterative process. Three review cycles are anticipated. For each review cycle, the SUBCONSULTANT will review the written comments from WSDOT. The SUBCONSULTANT will make the required changes, document design decisions to how comments were addressed, and submit a revised submittal to WSDOT and the CITY.

The SUBCONSULTANT assumes that the WSDOT review comment cycle will take up to three (3) additional cycles. Any revisions requested by WSDOT beyond three (3) additional review cycles is considered extra work. SUBCONSULTANT assumes that WSDOT will require 3 to 4 weeks to create and return written comments to the SUBCONSULTANT.

Assumptions

- It is not anticipated that Design Analysis (DA) documentation will be necessary for the PROJECT, therefore has been excluded from this scope of service
- It is not anticipated that Maximum Extent Feasible (MEF) documentation will be necessary for the PROJECT, therefore has been excluded from this scope of service

Deliverables

- Up to three (3) submittals of a Channelization Plan for Approval in accordance with the latest guidance from WSDOT NORTHWEST REGION

TASK 3.0 – Bid Documents

The SUBCONSULTANT shall provide assistance with some elements of the Bid Documents preparation that will be done by the CONSULTANT.

3.1 Grading Plans (by CONSULTANT with SUBCONSULTANT guidance/review)

Using AutoCAD Civil3D design and survey base files, the CONSULTANT will prepare grading plans for the roundabout. SUBCONSULTANT shall provide general direction to CONSULTANT for roundabout grading and review CONSULTANT's grading plans as they pertain to roundabout operation.

Fee Estimate		Exhibit A-2					10/21/2022	
City of North Bend - SR 202 & Mt Si Blvd RAB - Design Consultant Services								
Transportation Solutions Inc - Fee Schedule		PM	Sr. Engr	Sr. Tech	Engineer I	Admin		
		KAH	MLM	MJS	DLH	JB		
		Kirk	Michelle	Mike	Daniel	Jill		
		Harris	Mach	Schaefer	Hodun	Berberich		
		83.20	68.60	52.00	33.80	39.00		
		105.73	87.18	66.08	42.95	49.56		
		28.62	23.60	17.89	11.63	13.42		
Bill Rate ---->		\$ 217.55	\$ 179.38	\$ 135.97	\$ 88.38	\$ 101.98		
Anticipate Work Elements Task(s)							Task Hours	Task Cost
Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL		38	40	0	0	26	104	\$ 18,093.37
Task 1.1 Project Management		24	40			12		
Task 1.2 Monthly Progress Reports and Invoices		12				12		
Task 1.3 Quality Control/Quality Assurance Review (incl. below)								
Task 1.4 Project Closeout		2				2		
Task 2.0 WSDOT PLAN FOR APPROVAL AND DOCS								
Task 2.1 Data Collection/Identifying Project Needs		34	156	104	0	0	294	\$ 49,520.13
Task 2.1.1 Review Background Info and Existing Documents		2	12	8				
Task 2.1.2 Central Project Needs		8	32	16				
Task 2.1.3 General Vehicular/Lane Use Project Needs		8	40	32				
Task 2.1.4 Bicycle/Pedestrian Project Needs		8	32	16				
Task 2.1.5 Adjacent Properties Project Needs		8	40	32				
Task 2.2 Concept Iterations		4	80	24			108	\$ 18,483.50
Task 2.3 Channelization Plan for Approval		44	300	204	0	0	548	\$ 91,122.64
Task 2.3.1 WSDOT Geometric Design Peer Review		4	20	4				
Task 2.3.2 Geometric Roundabout Design		16	120	80				
Task 2.3.3 Channelization Plan Review Submittals		24	160	120				
Task 3.0 Bid Documents		0	40	8	0	0	48	\$ 8,262.77
Task 3.1 Grading Plans Review			40	8				
Labor Estimate		120	616	340	0	26	1102	\$185,482.41
								\$185,482.41
Expense Estimate		Travel	200	miles	0.625	\$/mile	\$ 125.00	
								\$ 125.00
Grand Total								\$ 185,607.41

Project Cost Estimate
Mt Si North Bend Roundabout
North Bend, Washington



HWA Ref: 2022-180
Date: 17-Nov-22
Prepared by: BKH

Scope of Work

Prepare traffic control plans and ROW permit application and submit to City for approval.
Explorations include one Pilot Infiltration Test (PIT), eight pavement cores and one test pit to evaluate potential for infiltration.
Coordinate PIT & test pit with excavation contractor and traffic control contractor for pavement cores.
Perform one PITs and one test pits (assumes 2 days for PIT and 1 day for test pit).
Collect 2 environmental soil samples from test pit for chemical laboratory analysis.
Perform 6-inch diameter pavement cores at 8 locations to assess existing pavement layer thicknesses and shallow subgrade support conditions.
Prepare logs of pavement cores, test pit and PIT and assign material property lab testing.
Submit environmental samples to chemical laboratory for analysis following standard industry procedures.
Perform engineering analyses related to stormwater infiltration rate and pavement design.
Review and tabulate chemical laboratory data.
Prepare a geotechnical report presenting the results of our explorations, lab testing, engineering analyses and recommendations.
Prepare environmental section of the geotechnical report that will present chemical laboratory results, recommendations for soil disposal during construction, and infiltration recommendations.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2022 BILLING RATES											TOTAL AMOUNT
	Prin. IX	Geol. VIII	Engr. VIII	Engr. IV	Geol. IV	Geol. VI	Geol. II	CAD	Contracts	HOURLY	TOTAL	
Project Setup/Coordination	\$88.00	\$76.00	\$78.00	\$48.50	\$41.00	\$47.00	\$34.00	\$31.00	\$41.00	2	4	\$238
Subcontract TCEPs with Traffic Control Sub			1		2						3	\$160
Coordinate Test Pit & PIT with Excavation Subcontractor			1		2						3	\$160
Mark Exploration and Call Locates / Return to Verify Locates					12						12	\$492
Perform PIT and Test Pit (assumes 3 days total)					40						40	\$1,640
Perform Pavement Coring at 8 Locations (assumes 4 cores per day)					20						40	\$2,380
Submit Test Pit Samples to Analytical Lab					4						4	\$164
Prepare Exploration Logs and Assign Lab Testing					12						14	\$648
Perform Pavement Design Analysis					16						16	\$1,248
Review of Analytical Lab Results	1	2				2	4				9	\$470
Perform Infiltration Analysis					1						7	\$354
Prepare Letter Report	1	2	16	4	4	2	4	4			37	\$2,200
Consultation / Project Management					4						4	\$312
DIRECT SALARY COST (DSC):	2	4	63	8	98	4	8	4	2		193	\$10,466

LABORATORY TEST SUMMARY:

Test	Est. No.	Unit	Total
Grain Size Distribution	2	Cost	\$230
Atterberg Limits (plasticity index)	1	Cost	\$235
Grain Size plus Hydrometer	2	Cost	\$500
LABORATORY TOTAL:			\$965

ENVIRONMENTAL LABORATORY TEST SUMMARY:

Test	Est. No.	Unit	Total
NWTPH-DX, soil only	2	Cost	\$230
NWTPH-Gx/BTEX, soil only	2	Cost	\$170
PCRA 8 Metals, soil only	2	Cost	\$260
LABORATORY TOTAL:			\$660

Notes

- All costs are estimated, and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
- No Street Use Permits/ROW Use fees will be required.
- Traffic control for test pit and PIT to consist of signs and cones (no flaggers needed).
- Pavement cores will be patched with Aquaphalt cold patch.
- Test pit and PIT will be backfilled with excavated soils and tamped with backhoe bucket. Surface will be covered with sod stripped prior to excavations.
- All environmental laboratory analysis will be conducted on standard turnaround time basis (7 to 10 business days).
- Environmental soil sample analysis will be conducted for recommendations of soil disposal during construction and infiltration purposes only (i.e., not for cleanup cost estimate or remediation purposes).

EXHIBIT A

AXIS' North Bend – Bendigo Blvd & Mt Si Blvd – Survey Scope and Fee

Scope of Work – Additional Services

The Project area generally includes Water System and Street Surface improvements as follows:

- Bendigo Blvd S from the roundabout southwest of I-90 to the intersection with S Fork Ave SW. SW Mt Si Blvd from the intersection with Bendigo to the crossing of Ribary Creek. Mapping of a portion of King County Parcel Numbers 7893900044, 7893900010, and 0923089010. Project limits more specifically defined below.

Task 001– SURVEY & BASE MAPPING.....Fixed Fee: \$77,112.80

Axis Survey and Mapping will prepare base mapping for the area specified in the Project Description above. AutoCad drawings will be prepared at a scale of 1"=20'. Existing aerial and/or LIDAR mapping sources may be utilized directly or as a basis for verification. Services will include the following:

- Control survey in NAD 83/2011 Horizontal Datum, with all elevations derived from and checked to NAVD 88 Vertical Datum.
- Survey properties and right of way based on a current title reports that will be ordered by Axis. The cost of which (\$1,500) is included herein. The survey is professional interpretation of its information.
- Delineate parcel lines and right of way within above-described area as available from recorded plats and public records further compared to City of North Bend and King County Parcel GIS lines.
- Set additional elevation benchmarks at each end of project area and every 500-700' along the route.
- Contract with and coordinate services of private utility locate company APS to ascertain conductible underground utility locations. The cost of this service is included herein (\$11,000).
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Location of trees with DBH size, species, and approximate driplines within the Right of Way per the City of North Bend Municipal Code.
- Show and dimension located topographic features and contours at 2' intervals.
- Show known utilities and septic systems as provided by City of North Bend, research of available utility as-built records and as located by utility locators.

Deliverables: *AutoCad 2016 drawing file with point database and dtm files*

Underlying Assumptions: *The City will provide all necessary right of entry into private property and notice to landowners along the route of mapping activity. The City will provide a copy of the notice to be presented to landowners by Axis Survey Crews.*

Task 002– EASEMENT GENERATION.....Fixed Fee: \$4,000

Under this task item Axis Survey and Mapping are anticipated to include the following:

- Order plat certificates and research additional parcels legal description for easement efficacy.
- Consult with design Engineer and City for permanent and temporary construction easements determination and need.
- Generate up to 4 legal descriptions and exhibits for inclusion in new easements.
- Review and respond to edits from design Engineer and City.

Task 003– POTHOLE LOCATION SURVEY.....Fixed Fee: \$3,500

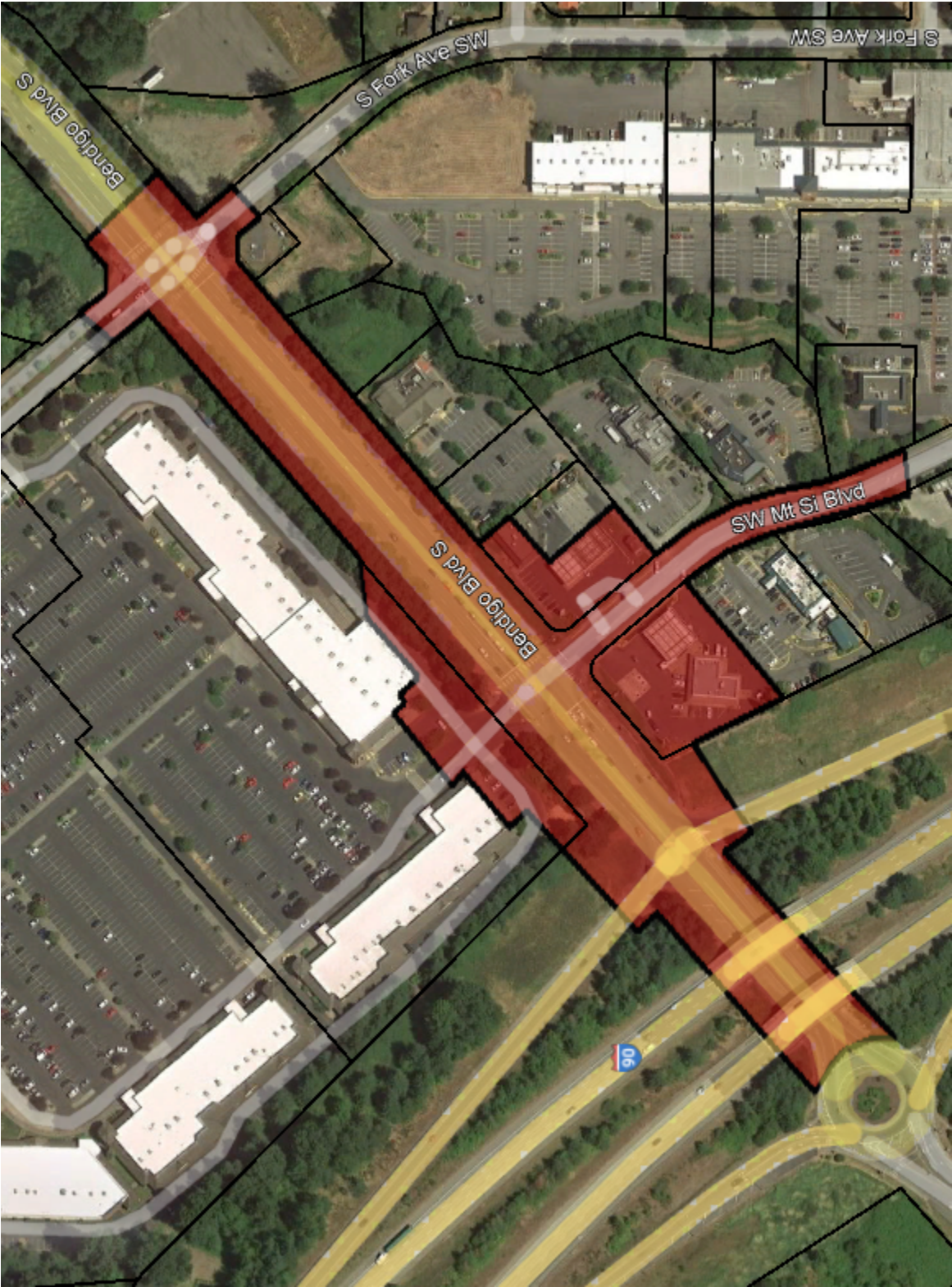
Axis Survey and Mapping will prepare an addition to the base mapping previously done for the area specified in the Project Description above. AutoCAD drawings will be prepared at a scale of 1"=20'. Services will include the following:

- Locating approximately 10 potholes within the mapping area.

Deliverables: *AutoCAD 2019 drawing file with point database and dtm files*

Underlying Assumptions: *The District will provide all necessary right of entry into private property and notice to landowners along the route of mapping activity. The District will provide a copy of the notice to be presented to landowners by Axis Survey Crews.*

EXHIBIT B
AXIS' North Bend – Bendigo Blvd & Mt Si Blvd – Mapping Limits



City of North Bend - Bendigo & Mt Si RAB

WORK TASK DESCRIPTION	PERSONNEL AND HOURLY RATES							TOTAL HOURS	DIRECT LABOR AMOUNT	LOADED LABOR AMOUNT
	Licensed Professional Surveyor	Senior CAD Surveyor	Cadd Surveyor	Party Chief	Field Crew Member	Project Coordinator				
Task 002 Survey & Base Mapping Verification	\$55.00	\$51.50	\$44.00	\$48.00	\$34.00	\$29.00	\$0.00			
SURVEY & BASE MAPPING VERIFICATION	66	224		192	185			667	\$30,672.00	\$74,962.37
TOTAL HOURS:	66	224	0	192	185	0	0	667	\$30,672.00	\$74,962.37

LOADED LABOR:

Estimated Direct Salary based on	Safe Harbor	Rates	\$30,672.00
Overhead at	110.00%	of Direct Salary	\$33,739.20
Profit Multiplier at	34.40%	of Direct Salary	\$10,551.17
			\$74,962.37

2.4440

Expenses	Utility Locates	\$11,000.00
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ESTIMATED PROJECT TOTALS

Labor Costs	\$85,962.37
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4224 244th Ave NE
Redmond, WA 98053
www.formancs.com
(206) 229-1745

Project Information

Number: 22-001
Name: Bendigo Blvd & Mt Si Roundabout
Client: North Bend | Blueline Group
PM: Tom Mohr | Rob Dahn

Task No	Task Description	Labor Hours	
		Staff: Forman, Stephanie Role: Federal Lead Rates: \$91.50	Kristi Helmer Senior Consultant \$70.00
101.02	Project Management & Administration		
	24 month project duration		
	Invoicing & Progress Reporting	24	48
	Setup + monthly invoicing		
	Project Meetings	24	
	Monthly project meetings, 1 hrs/meeting		
	Federal Compliance Support	0	
	Approximation of hours for additional support throughout the project.		
TOTAL HOURS		48	48

Assumptions shown in gray

Total Direct Labor Costs		\$7,752.00
Overhead Rate	148.15%	\$11,484.59
Fee Rate	34.4%	\$2,666.69
Total Labor Cost		\$21,903.28

Other Direct Costs			
100	Mileage	\$0.62	\$62.00
TOTAL ODC			
			\$62.00

Total Project Costs	
Total Labor Costs	\$21,903.28
Total Direct Costs	\$62.00
TOTAL PROJECT COSTS	\$21,965.28



October 26, 2022

Robert Dahn, P.E.
The Blueline Group
25 Central Way, Suite 400
Kirkland, WA 98033

Re: City of North Bend, Mt. Si Roundabout Project
Right of Way Acquisition Services

Dear Mr. Dahn,

Tierra Right of Way Services, Ltd. (Tierra), is pleased to submit the scope of work and fee for the performance of acquisition services for three commercial parcels for a roundabout project.

Due to the labor shortage of experienced professionals in the industry, the pricing contained herein is valid for 90 calendar days only. Tierra looks forward to working with your team to complete this Project.

Sincerely,

A handwritten signature in blue ink that reads "Leslie Findlay". The signature is written in a cursive, flowing style.

Leslie Findlay, SR/WA, RW/RAC
Right of Way Operations Manager & Designated Broker
Pacific Northwest

PROJECT UNDERSTANDING

It is the understanding of Tierra Right of Way Services, Ltd. (Tierra), that the Blueline Group, on behalf of the City of North Bend (the Client) is seeking to procure Tierra's services for City of North Bend, Bendigo & Mount Si Boulevard Roundabout Project (the Project). The goal of the Project is to provide acquisition services for three parcels: an outlet mall and two gas stations. We do not anticipate any relocation services to be required on this project.

The project includes improvements to the State Route 202 (Bendigo Boulevard South) & Mount Si Boulevard intersection as the intersection needs to be improved for safety and mobility. The improvements include the removal of an existing traffic signal, construction of a roundabout with improvements to non-motorized elements such as bike lanes and sidewalks and bringing the intersection into compliance with ADA standards with rapid flashing beacons and audible pedestrian crossings. ROW acquisition will be needed on both sides of State Route 202 for the project.

Tierra makes it a common practice to follow the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act). Due to the existence of Federal funds on the Project, the Client must follow the rules and regulations in accordance with Federal, State, and local laws, including the Uniform Act, Washington State Department of Transportation Right of Way Manual, the Local Agency Guidelines, and Chapter 8.26 RCW. Within the scope of this proposal, Tierra has identified the costs for the services to be provided by Tierra and its sub-consultants.

SCOPE OF WORK

Our scope of work and fee include, but are not limited to, the following tasks.

Task 1. Project Administration and Project Management

- Tierra (and any sub-consultants) will support the Client by providing Project planning, management, quality control, communication, and coordination throughout the Project. This includes all Project-wide planning and management tasks for the Project.
- As part of public outreach efforts, assist the Client in preparation of an "Introduction/Informational Letter" to be delivered to homeowners and occupants providing the Project purpose, an introduction to the Client's consultants, and an overview of the Project schedule.
- Attend the on-site or video conference Project kick-off meeting with Client staff.
- Coordinate and attend up to four quarterly conference calls between the Client and Tierra to discuss and track progress of the Project. The appraiser may also attend these meetings until such time as the appraisals are completed and accepted by the Client. The Client reserves the right to request a biweekly conference call or another appropriate update between the normally scheduled conference call if the Client determines it is needed.
- All acquisition parcel files will be prepared in a format that is satisfactory to the Client and will include a standard agent contact report/diary reflecting all written, verbal, and email contact with property owner(s). At a minimum, the acquisition parcel files will also include the title report, offer letter, purchase agreement, exhibit, legal description, Appraisal Report, Appraisal Review Report, Establishment of Just Compensation, escrow documents and conveyance documents. Tierra will maintain records in accordance with all statutory, regulatory and policy requirements.

- Tierra will prepare a Project schedule for the right of way phase and will monitor and update the schedule as needed.
- Tierra will prepare and submit monthly Project status reports identifying the work completed by Tierra or its sub-consultants during the period, any critical issues or problems encountered, the work to be completed during the next period, and status updates detailing the following information relative to each acquisition site. Tierra will provide Project status report formats.
- Tierra will prepare and submit monthly invoices.
- Tierra will meet with the Client to obtain Project background information and conduct reviews of relevant relocation information previously obtained by the Client during community meetings, etc.
- Tierra will utilize the Client's existing forms or Washington State Department of Transportation (WSDOT)–approved forms to prepare draft acquisition documents. Tierra will provide sample forms to the Client for update or modification, as necessary and approvals from WSDOT if required.
- Tierra will ensure proper documentation throughout the life of the Project for funding certification.
- Tierra will provide Project certification advisory review services as necessary.
- Tierra will answer any questions or provide additional available information as requested during the review for certification for the Tierra files as listed.

Task 1 Tierra Deliverables

The following items are the deliverables for this task:

- Project kickoff meeting with Client staff.
- Assist the Client with boilerplate “Introduction/Informational Letter”.
- Coordinate meetings and conference calls.
- Project schedule for right of way phase.
- Provide monthly status reports and invoices.
- Parcel acquisition files that are completed and organized will be provided to the Client within 45 days of receipt of final title policy and recorded conveyance document(s).

Task 1 Client Deliverables

- The Client will provide all relevant information previously obtained during community meetings, correspondence with owners, and diary information, etc.
- The Client will provide the anticipated overall Project Schedule.
- The Client will provide approved right of way Procedures.
- The Client will meet with Tierra, sub-consultants, or owners or representatives as needed.

Task 2. Exhibits and Legal Descriptions

Activities Tierra will perform under this task include the following:

Unless directed otherwise, on behalf of our client, we will confirm the accuracy of the written legal description against the exhibit produced by the surveyor. We will not confirm the description has proper closure because we are not licensed surveyors and we do not have the appropriate programs to confirm bearings, or that the field measurements are correct, and we do not guarantee those.

- We will perform a quality review of the legal descriptions and exhibits provided to us by others. Our review is limited to the documents provided. This includes confirming the legal

description in the title report is accurately displayed on the exhibit and the description on the vesting deed is correctly described in any subsequent legal description provided to us.

- The Agent will read the legal description and exhibit, confirm the callouts to ensure that they are correctly stated or displayed on the exhibit. If there is an error, they will not continue. They will stop reviewing and the remaining description will not be checked. The documents will be returned to the surveyor or client for corrective action.

Task 2 Tierra Deliverables

The following items are the deliverables for this task:

- As described, Tierra will provide a limited quality review of the exhibits and legal descriptions.

Task 2 Client Deliverables

Our scope of work contemplates that there will be no deviation from the following assumptions relating to this task:

- The Client will provide stamped and approved exhibits and legal descriptions.
- If errors are discovered, the Client will provide updated, approved exhibits and legal descriptions.

The estimated timeline for completion of Task 2: Exhibits and Legal Descriptions is 14 days from the date the Notice to Proceed is provided and title reports are received.

Task 3. Title Reports

Title reports will be ordered from a local title company along with copies of all recorded documents reflected in the Schedule B requirements and exceptions.

Activities Tierra will perform under this task include the following:

- Tierra will order the title commitments on behalf of the Client. Invoices for title reports will be invoiced directly to the Client.
- Once the title reports are received, Tierra agents will perform an in-depth review of the title report and the Schedule B items to make sure there are no preexisting title conditions that would delay the Client from successfully closing escrow on the properties.
- If issues are noted, Tierra will bring said issues to the Client's attention immediately and provide recommendations for resolution. This may include recommendations to the Client whether to accept or clear problematic encumbrances and exceptions. This will come in the form of a Parcel Title Summary Memorandum (PTSM).
- Tierra will work with the title company to clear title encumbrances as directed by the Client and resolve any title issues. This includes negotiating as necessary negotiations with lien holders or easement holders to remove title defects.
- Tierra will perform research of any title issues relating to parcels.
- Tierra will meet with the Client and property owners as needed to discuss and assist with resolving any title issues for acceptance by the Client.

Task 3 Tierra Deliverables

The following items are the deliverables for this task:

- Tierra will provide an electronic copy of the title commitments obtained to the Client, along with a PTSM (per parcel) of any issues that may affect the Client's ability to successfully close escrow.

Task 3 Client Deliverables

Our scope of work contemplates that there will be no deviation from the following assumptions relating to this task:

- The Client may request, under a separate estimate, additional in-depth research of title issues (if identified). The costs associated with any additional research are in addition to those noted herein.
- The Client will provide a detailed parcel count, along with the Assessor's parcel number(s), of any additional parcels it wishes for Tierra to obtain title commitments for.
- Title Commitments requested by the Client, and any subsequent delay in commencement of the Project due to delay of these items, shall not be Tierra's responsibility.
- The Client will provide written approval of the title exceptions and encumbrances to be either cleared or accepted, as recommended by Tierra.
- The Client will provide payment directly to the title company for any expenses related to obtaining title reports, clearing title, or obtaining the services of an escrow firm.

The estimated timeline for completion of Task 3: Title Reports is 30 days from the date the Notice to Proceed is provided and title reports are received.

Task 4. Appraisal Services

Tierra will work with a WSDOT approved appraiser to complete the real estate valuation reports for this Project. This firm is an approved provider of appraisal services by the Washington State Department of Transportation. If required, the appraiser will perform a field visit with the landowner of each property to be appraised, research and analyze all supporting market documentation, ascertain and determine the value, and produce each appraisal report in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) and State appraisal regulations.

Activities Tierra will perform under this task include the following:

- Tierra will order and coordinate with the appraiser to order and obtain the electronic appraisal reports and three original physical appraisal reports for each of the properties affected by the Project.
- Identify and resolve personal vs. real property issues prior to the appraisal of the properties [49 CFR 24.205(c)(2)(i)(C)] with input from Tierra relocation agent as may be needed.
- Once the appraisal reports are received, Tierra will review them in detail to make sure they are complete and accurate.
- If any issues or concerns are noted during review, Tierra will resolve its concerns with the appraiser prior to finalization of the appraisal report.
- If any additional subcontractors are required to assist the appraisal firm, to address specialized valuation issues (i.e., sign companies, engineers, biologists, etc.), those services and costs are to be determined as part of the appraisal inspection process, and if needed, shall be added to this scope and budget with Client approval.
- Tierra shall coordinate the appraisal delivery schedules.

- Tierra shall attend all on-site appraisal inspections.
- Upon verification, each appraisal report will be reviewed by a Review Appraiser. Each Appraisal, Appraisal Review, and Establishment of Just Compensation will be forwarded to the Client electronically for Client approval of the just compensation amount.

Task 4 Tierra Deliverables

The following items are the deliverables for this task:

- Electronic copy of each completed appraisal report.

Task 4 Assumptions

Our scope of work contemplates that there will be no deviation from the following assumptions relating to this task:

- The costs for appraisals are flat fees set by the appraiser. Upon delivery of the completed appraisal, Tierra will bill the Client for the completed appraisal(s). Upon payment from the Client, Tierra will pay the appraiser for their services.

The estimated timeline for Completion of Task 4: Appraisal Services is 45-60 days from the Notice to Proceed.

Task 5. Review Appraisal Services

Tierra will work with a WSDOT approved review appraiser to provide appraisal review services. This firm is an approved provider of review appraisal services by the Washington State Department of Transportation. The purpose of the review appraisal is to provide an independent review to confirm the appraisal report meets USPAP, Uniform Act, and State appraisal regulations.

Note: When a government agency acquires property rights from a private property using Federal funds, the agency is required by the Uniform Act to have the appraisal reviewed by an independent appraiser qualified to perform such reviews.

Activities Tierra will perform under this task include the following:

- Tierra will order and coordinate to obtain a review appraisal report for each of the three properties affected by the Project.
- Once the review appraisal reports are received, Tierra will review them in detail to make sure they are complete and accurate.

Task 5 Tierra Deliverables

The following items are the deliverables for this task:

- An electronic copy of the review appraisal reports for each of the properties appraised meeting USPAP, Uniform Act, and State regulations identifying any opined value and stating compliance with USPAP, Uniform Act, and State regulations.

Task 5 Client Deliverables

- The Client shall provide Tierra with a signed and approved “Establishment of Just Compensation” for each completed appraisal and appraisal review before Tierra initiates negotiations with property owners.

Task 5 Assumptions

Our scope of work contemplates that there will be no deviation from the following assumptions relating to this task:

- The costs for review appraisals are flat fees set by the appraiser. Once the appraiser delivers the completed review appraisals to Tierra, we will bill the Client for the completed review appraisal(s). Upon payment from the Client, Tierra will pay the appraiser for their services.

The estimated timeline for completion for Task 5: Appraisal Services is 14 days from receipt of the appraisal performed on Task 4.

Task 6. Acquisition Services

All acquisition services will be provided directly by Tierra. Acquisition services include the coordination and performance of the following items: limited review of exhibits and legal descriptions, review of title commitment, appraisal report, review appraisal report, preparation of all purchase agreements and conveyance documents, review of any Project plans, negotiations with each property owner within the Project limits, the maintenance of detailed contact notes and the coordination of the activities and services stated herein. Should negotiations reach an impasse or become no longer viable, Tierra will advise the Client immediately for consideration to proceed with eminent domain.

Activities Tierra will perform under this task include the following:

- Tierra agents will prepare the offer packages (using the Client's approved forms) and will submit the completed packages to the Client for review and approval prior to making the offer to the property owner(s).
- Tierra will present and negotiate the offers to the property owner(s), in person, when possible.
- Tierra's acquisition agent(s) will perform "good faith negotiations" (as defined by The Uniform Act) to acquire by voluntary purchase, the assigned parcels through open market transactions, and to make a sufficient number of significant contacts with each owner in an effort to secure the needed property rights. Significant contact is represented by an in-person meeting, detailed phone conversation, or the exchange of detailed correspondence or email. A sufficient number of significant contacts is three attempts.
- Tierra will make every effort to successfully acquire the parcels without the use of the Client's right of eminent domain.
- All administrative settlements will be sent to the Client for approval and providing the appropriate supporting documentation.
- If negotiations are not successful, Tierra will make recommendations to the Client to proceed with eminent domain so the Client may secure the required property rights, if desired. Upon acceptance of Tierra's recommendation, Tierra will turn over the file and all applicable data pertaining to the file to the Client(s') attorney for initiation of the eminent domain proceedings.
- Upon acceptance and signature of an offer by the property owner, Tierra agents will open escrow with the title company and will work with title to clear any pending issues so escrow can close successfully unless the file is to be closed by the Client. If the property owner is an LLC or corporation, the operating agreement/articles of incorporation and tax filing status of the business will be obtained by Tierra and provided to escrow and the Client upon receipt.
- The signed offer documents will be forwarded to the Client for signatures within three business days of receipt of the signed purchase or acquisition agreements for the landowner.

- Tierra agents will request the funds necessary to close escrow from the Client.
- Acquisitions will be considered complete at such time as any of the following occurs: signed acquisition documents are received and close of escrow occurs; the offer to purchase is rescinded; the parcel is processed for condemnation; or Tierra's negotiations are terminated after the joint negotiation's status review by the Client and Tierra.
- Within 45 days of receipt of the final title policy and recorded conveyance document(s) from the escrow company, Tierra will return the original acquisition file to the Client.

Task 6 Tierra Deliverables

The following items are the deliverables for this task:

- Parcel acquisition file, in an electronic format, unless otherwise requested, containing all relevant documents, communications and plans relating to each acquisition.
- Deliver all original conveyance documents to the Client for signature and issuance of warrant to close escrow.

Task 6 Client Deliverables

The following items are the deliverables for this task:

- The Client shall provide approval of all letters and acquisition forms prior to use.
- Deliver copies of signed conveyance documents to Tierra with a copy of payments made.

Task 6 Assumptions

Our scope of work contemplates that there will be no deviation from the following assumptions relating to this task:

- Tierra will make up to three attempts to negotiate in good faith with each property owner and secure their approval or acceptance of the offer. If an agreement cannot be reached or negotiated, Tierra will make a recommendation to the Client to move to eminent domain. Upon concurrence by the Client of Tierra's recommendation, Tierra will prepare the file and deliver it to the Client for initiation of those proceedings.
- If negotiations stall or are no longer viable, the Client will not unreasonably delay Tierra from turning over the file for the initiation of eminent domain proceedings (to be handled by the Client).
- The Client shall provide payment to property owners, escrow or the courts as necessary to close all transactions or gain possession of the property through its right of eminent domain, including the payment or reimbursement of any incidental costs that may arise to complete each transaction.
- Should Tierra's assistance be required on a parcel after it has been turned over for eminent domain, Tierra will bill the Client at Tierra's hourly rates, which are included herein, for the actual hours worked. Said hours are not a part of this estimate.
- If additional parcels are identified after the approval of this estimate, Tierra will be afforded the opportunity to revise this proposal and fee accordingly.
- Mileage will be billed at the current IRS rate, as incurred.

Estimated Timeline for Completion for Task 6: Acquisition Services is 120-180 days from the initiation of negotiations.

PROJECT SCHEDULE

It is anticipated that the Project will go to construction Summer 2024.

The deliverable hours and cost provided contain the following assumptions:

- All mileage expenses will be invoiced to the Client at the IRS established rate. Actual mileage may be more or less than what is estimated herein.
- Lodging and mileage from Lacey, Everett, or Wenatchee offices may be applicable. Tierra will do its best to utilize resources within the region of the Project but may need employees from offices further away to assist on projects, requiring lodging and mileage from that office. We will do our best to limit this option.
- A maximum of three contacts, initially via U.S. mail, following up via email or phone and possibly one in-person meeting.
- There are no more than two principal owners of any parcel and that both are geographically located very near to each other.
- Any delay in Client deliverables or design changes will delay Tierra's project schedule.
- If any additional parcels or work is required that is not identified in this scope of work, an amendment will be required.
- Any vesting clouds discovered after title review may cause significant delays on conveyance recording.
- Any change in the Client's main point of contact, project manager, or other related leadership position will likely result in increased fees due to changes in management and communication styles, changes in agreed to reporting, changes in forms, and the new project team member not fully understanding the scope of work contracted for.
- Price does not include title, escrow, or recording fees, survey, the development of legal descriptions, or exhibits or relocation services.
- Our quality control review of items produced by others is limited to desktop review of the items received only.
- Regarding surveys produced by others, unless directed otherwise, on behalf of our client, we will confirm the accuracy of the written legal description against the exhibit produced by the surveyor. We will not confirm the description has proper closure because we are not licensed surveyors and we do not have the appropriate programs to confirm bearings, or that the field measurements are correct, and we do not guarantee those.
- Due to the labor shortage of experienced professionals in the industry, the pricing contained herein is valid for 90 calendar days only.
- COVID-19 safety protocols will be adhered to.

CONSULTANT FEE DETERMINATION - SUMMARY OF PROJECT COSTS						
Tierra Right of Way Services, Ltd.						
North Bend, Mt. Si Roundabout						
Labor Classification	Hours	Direct Salary	OH	Fixed Fee	Total	Total Amount
		<u>Direct Rate</u>	<u>136.91%</u>	<u>34.40%</u>	<u>Billing Rate</u>	
Division Manager	1	\$ 69.72	\$ 95.45	\$ 23.98	\$ 189.16	\$ 189.16
ROW Division Manager	15.00	\$ 59.23	\$ 81.09	\$ 20.38	\$ 160.70	\$ 2,410.45
Project Manager	75.00	\$ 52.88	\$ 72.40	\$ 18.19	\$ 143.47	\$ 10,760.15
Senior Right of Way Agent	205.00	\$ 47.00	\$ 64.35	\$ 16.17	\$ 127.52	\$ 26,140.72
Adm. Project Coordinator	75.00	\$ 27.00	\$ 36.97	\$ 9.29	\$ 73.25	\$ 5,494.03
Right of Way Technician	45.00	\$ 26.00	\$ 35.60	\$ 8.94	\$ 70.54	\$ 3,174.33
	416					\$ 48,168.84
Direct Reimbursables						
Travel (Mileage):	1,200	Miles	\$ 0.625	\$ 750.00		
Postage	6	Total	\$ 10.00	\$ 60.00		
	3	appraisal	\$ 5,000.00	\$ 15,000.00		
	3	review	\$ 2,000.00	\$ 6,000.00		
			Direct Reimbursables Subtotal:			\$ 21,810.00
			Total Maximum Amount Payable			\$ 69,978.84

Task X: Environmental Services

Environmental Permitting

Task Overview

The CONSULTANT will prepare documentation and support federal environmental permitting needs on the project.

NEPA Technical Analysis

The CONSULTANT shall perform a technical analysis of the environmental impacts that may result from implementation of the project. The CONSULTANT will incorporate the results of the technical analysis into a NEPA Checklist. A memorandum on Environmental Justice impacts will be prepared along with a No Effect Letter documenting Endangered Species Act compliance. Where appropriate, the technical analysis will be incorporated as an appendix.

Tree Inventory and Memo

The CONSULTANT will conduct a tree inventory within the project area. The inventory will consist of tagging and assessing all trees over 6-inch DBH. A memorandum listing tagged trees by size and species will be produced. Tree locations will be surveyed by the project professional land surveyor.

Deliverable(s):

1. Electronic copies of the Draft and Final Environmental Justice memorandum.
2. Electronic copies of the Draft and Final No Effect Letter.
3. Electronic copies of the Draft NEPA Checklist and Final NEPA Checklist in PDF format.
4. Electronic copy of the tree inventory memo.

Assumption(s):

1. A Cultural Resource Investigation will be prepared by others.
2. Section 4(f) or 6(f) properties (public recreation areas) will not be temporarily or permanently impacted. Therefore, NEPA documentation related to Section 4(f) or 6(f) impacts is not included in this scope.
3. One (1) staff will assess existing conditions with a reconnaissance-level site visit. It is assumed no in-ground survey (e.g., for wetland delineations) is required. Findings of the site visit will be summarized within the NEPA Checklist; no separate deliverables are included.

4. It is assumed that no other technical reports or modeling, including wetlands, noise, environmental health, or light and glare, will be required to complete the NEPA documentation.
5. The project will not result in a net increase to pollution generating impervious surfaces (PGIS). Increases in PGIS may trigger heightened environmental/ESA review and consultation by federal agencies, which can significantly delay project timelines. Coordination and additional documentation associated with an increase in PGIS is not included.
6. The project will qualify for a NEPA Categorical Exclusion consistent with 23 CFR 771.117.c.23.i, or c.26.
7. Arborist work will include a Level I ISA assessment.
8. The project will include a NEPA Kick-Off meeting with WSDOT Local Programs. The City or Prime will coordinate the meeting with WSDOT.
9. The City shall handle all correspondence with WSDOT.
10. The City shall handle all required public noticing requirements (i.e., posting the site if applicable).
11. One round of revisions (per City and/or WSDOT comments) is included.
12. Local regulations/codes do not require tree removal evaluations or assessments. Therefore, no permit or documentation support is included beyond the tree inventory mentioned above.
13. No right-of-way, building, or other land use/construction permits are included.
14. NEPA documentation described above will be used to process SEPA through the City of North Bend. A SEPA Checklist will not be prepared; NEPA documentation will be utilized by the City to meet SEPA documentation needs. The City shall handle all SEPA submittal coordination.
15. The SEPA will not be appealed and support for an appeal is not included.
16. A SEPA Addendum is not included.

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North Bend Roundabout Cultural Resources Assessment

This element will be performed by WestLand Engineering and Environmental Services, Inc. (WESTLAND) to provide cultural resources and Section 106 services. WestLand's scope of work includes the following tasks:

1. Work with client and WSDOT to define the Area of Potential Effect (APE) for the project, produce draft and final APE letters for client and WSDOT review.
2. Background Research and Site Files Review. This task includes a review of soils and geomorphological information, development history of the project area, the DAHP Washington Information System for Architectural and Archaeological Records Data (WISAARD) database, previously published reports, and other pertinent data.
3. Coordination with Tribes. WestLand will coordinate with WSDOT and affected Tribes re notification of fieldwork and Tribal input on the report, if requested by WSDOT.
4. Field Survey. This task includes 100 percent pedestrian survey of the APE and excavation of shovel test probes in accessible areas (to be determined based on utilities, landforms observed, etc). As the APE is largely covered by impervious surfaces, only limited subsurface testing will be possible. WestLand anticipates that up to 10 STPs will be excavated using the industry standard intervals and methods.
5. Draft and final Section 106 cultural resources assessment. This document will include all research, methods, and results, and will meet DAHP and Federal standards.
6. Agency Review/Comment Response. Any agency/Tribal comments will be addressed, and a revised report provided for final review.

Assumptions

- The Area of Potential Effect, including staging areas, is approximately 600 feet long and extends approximately 50 feet from edge of pavement.
- There are no historic structures within or adjacent to the APE which require documentation and evaluation
- As most of the corridor is impervious, no more than 10 STPs will be excavated.
- No new archaeological sites will be identified in the APE.
- Rights of Entry and physical site access for the APE will be provided by client prior to fieldwork.
- WestLand will submit a utility locate request prior to STP excavations.
- GIS shapefiles of the proposed project area's maximum extent and a narrative description of general breadth and depth of all excavations (including utilities, stormwater improvements, staging areas, etc.) will be required before tasks can begin. Any substantial changes to the project area after project initiation will necessitate a change order.

Deliverables

- APE letter (1 draft and 1 final)
- Draft cultural resources assessment report
- Final cultural resources assessment report

Page 1



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-147																				
Motion Authorizing an Interlocal Agreement (ILA) with South Correctional Entity (SCORE) for Jail Services		Department/Committee/Individual																						
		Mayor Rob McFarland																						
		City Administrator – David Miller																						
		City Attorney – Lisa Marshall																						
		City Clerk – Susie Oppedal																						
		Administrative Services – Lisa Escobar																						
		Comm. & Economic Development – Rebecca Deming																						
		Cost Impact:		Finance – Richard Gould																				
Fund Source: N/A		Public Works – Mark Rigos																						
Timeline: Immediate		Police – Captain Brian Lynch																						
X																								
Attachments: Interlocal Agreement																								
<p>SUMMARY STATEMENT:</p> <p>Since 2015 the City has maintained an interlocal agreement with South Correction Entity (SCORE) for jail services as a means of providing additional cost savings alternatives for our inmate population. This is one of three inmate housing contracts for the City of North Bend. SCORE provided notice to the City in June of this year that new rate increases would go into effect in 2023. A new ILA will need to be executed prior to the start of the year (see attached). The agreement reflects the following new fee schedule effective January 1, 2023:</p> <p>Rate increase 2023:</p> <ul style="list-style-type: none"> Guaranteed bed rate: \$138.43 (2022 rate = \$128.00) Non-guaranteed rate: \$199.00 (2022 rate = \$184.00) <p>Daily rate surcharges:</p> <ul style="list-style-type: none"> Mental Health- Residential Beds \$159.00 Medical (Acute Beds) \$217.00 Mental Health (Acute Beds) \$278.00 <p>SCORE is our secondary alternative for housing inmates and Issaquah Jail is our primary alternative. Due to cost efficiency, King County Jail is our last alternative. Yakima Jail cancelled our contract effective January 1, 2023 and will no longer be an option for long term inmate sentences.</p> <p>Below is a breakdown of our current contracts for jail services as a comparison.</p> <table border="1"> <thead> <tr> <th>Jail Provider</th> <th>Booking Fee</th> <th>Daily Fee</th> <th>Mental Health</th> </tr> </thead> <tbody> <tr> <td>City of Issaquah</td> <td>No Fee</td> <td>\$97.00</td> <td>No</td> </tr> <tr> <td>King County</td> <td>\$262.25</td> <td>\$256.90</td> <td>Yes</td> </tr> <tr> <td>Yakima County</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>SCORE</td> <td>\$50.00</td> <td>\$199.00</td> <td>Yes</td> </tr> </tbody> </table>					Jail Provider	Booking Fee	Daily Fee	Mental Health	City of Issaquah	No Fee	\$97.00	No	King County	\$262.25	\$256.90	Yes	Yakima County	N/A	N/A	N/A	SCORE	\$50.00	\$199.00	Yes
Jail Provider	Booking Fee	Daily Fee	Mental Health																					
City of Issaquah	No Fee	\$97.00	No																					
King County	\$262.25	\$256.90	Yes																					
Yakima County	N/A	N/A	N/A																					
SCORE	\$50.00	\$199.00	Yes																					
<p>APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.</p>																								
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Public Health & Safety Committee reviewed this item at their November 8, 2022 meeting and recommended approval and placement on the Consent Agenda.</p>																								

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB22-147, authorizing the Mayor to execute an Interlocal Agreement with SCORE for jail services, in form and content acceptable to the City Attorney.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2022		

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter “Agreement”) is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and the CITY OF _____ a municipal corporation organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

RECITALS

WHEREAS, SCORE was formed by its Owner Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the “SCORE Facility”) to serve the Owner Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

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

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

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

Commencement Date means [January 1, 2023].

Contract Agency Inmate means a person or persons subject to the Contract Agency’s custody who is transferred to SCORE’s custody under this Agreement.

Daily Bed Rate means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE’s custody to be housed at the SCORE Facility. The term “Inmates” includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 and amended and restated on December 11, 2019, as it may be further amended from time to time, executed among the parties thereto for the purpose of forming SCORE.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Owner City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher daily housing bed rate and subject to availability, as set forth in Exhibit A.

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

Termination Date means _____.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows: SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Owner City of

arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family Owner or friend with confirmed transportation, or be released via private taxi.

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest-bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

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

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

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

Except to the extent that a Contract Agency Inmate can pay pursuant to Section 5.B, the Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

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

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Owner City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

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

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

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

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate

property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

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

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

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

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

SECTION 17. INSURANCE.

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

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

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.
- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.

- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Contract Agency Name

Signature

Signature

Print Name - Title

Print Name - Title

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

Attention: Devon Schrum, Executive Director

Attention:

Email: dschrum@scorejail.org

Email:

Telephone: (206) 257-6262

Telephone:

Fax: (206) 257-6310

Fax:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF
THIS AGREEMENT:

DESIGNATED REPRESENTATIVE FOR PURPOSES
OF THIS AGREEMENT:

Name: Devon Schrum

Name:

Title: Executive Director

Title:

Exhibit A**FEES AND CHARGES AND SERVICES**

<u>Booking Fee:</u> ¹	\$50.00	
<u>Daily Housing Rates:</u>		
General Population – Guaranteed Beds	\$138.43	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$199.00	
<u>Daily Rate Surcharges:</u> ²		
Mental Health – Residential Beds	\$159.00	
Medical - Acute Beds	\$217.00	
Mental Health – Acute Beds	\$278.00	
<u>Health Care Services:</u> ³		
In-Facility Care	Included	
Co-Payments	Inmate responsibility	
Outside Medical Services	Contract Agency billed	
Emergency Care	Contract Agency billed	
Pharmaceuticals	Medications billed to Contract Agency	
<u>Transportation Fees:</u>		
SCORE Officer Transport	\$75.00/per hour	
<u>Security Services:</u>		
Hospital Security	\$75.00/per hour	
<u>Video Court:</u>		
In-Custody Arraignment	Included	
<u>Other Terms & Conditions:</u>		
<u>Fees, charges, and services will be annually adjusted each January 1st.</u>		

¹ The Booking Fee will be charged to the jurisdiction responsible for housing the inmate

² Surcharges are in addition to daily housing rates and subject to bed availability

³ Guided by American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC)

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

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

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
 - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. Compliance
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - a) The Prison Rape Elimination Act of 2003 (PREA)
 - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
2. Monitoring
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - a) Site visits,
 - b) Access to facility data, and
 - c) Review of applicable documentation.
3. Contract Agency may terminate this Agreement
 - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
 - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
4. The Contract Agency will terminate this Agreement
 - a) Should SCORE elect to discontinue pursuit of PREA compliance;
 - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
 - c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D**MEDICAL ACCEPTABILITY**

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

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

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products.
 - c) Food products in packaging that have been opened.
 - d) Any type of weapon (includes pocket knives).
 - e) Liquids.
 - f) Helmets or any kind.
 - g) Large items that will not fit into a common paper grocery bag.
 - h) Material deemed to be contraband.

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

Exhibit F

CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
 - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
 - b) Is identified as a threat to law enforcement
 - c) Is an escape risk

Exhibit G

BORROWING

One contracting agency may “borrow” another Contract Agency’s Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-148																				
Motion Authorizing an Interlocal Agreement (ILA) with King County Jail for Jail Services		Department/Committee/Individual																						
		Mayor Rob McFarland																						
		City Administrator – David Miller																						
		City Attorney – Lisa Marshall																						
		City Clerk – Susie Oppedal																						
		Administrative Services – Lisa Escobar																						
		Comm. & Economic Development – Rebecca Deming																						
		Cost Impact:		Finance – Richard Gould																				
Fund Source: N/A		Public Works – Mark Rigos																						
Timeline: Immediate		Police – Captain Brian Lynch		X																				
Attachments: Letter Regarding Rates, Interlocal Agreement																								
<p>SUMMARY STATEMENT:</p> <p>The City has maintained an interlocal agreement with the King County Jail for jail services as a means of providing additional alternatives for housing our inmate population. This is one of three inmate housing contracts for the City of North Bend. King County Jail provided notice to the City in October of this year that new rate increases would go into effect in 2023. A new ILA will need to be executed prior to the start of the year (see attached). The agreement reflects the following new fee schedule effective January 1, 2023:</p> <p>Rate increase 2023:</p> <ul style="list-style-type: none"> Standard Booking Fee \$262.25 (2022 rate = \$236.26) Per Day Housing Fee \$256.90 (2022 rate = \$225.80) <p>Daily rate surcharges:</p> <ul style="list-style-type: none"> Infirmity Care (Acute Beds) \$388.99 Acute Psychiatric Care \$304.51 Psychiatric Care Surcharge \$119.26 <p>King County is our last alternative for housing inmates. Issaquah Jail is our primary jail and SCORE is our secondary jail. King County is only used to house subjects that have been sentenced to confinement for misdemeanor charges, and the subjects have medical or mental issues that the other jails decline to accept.</p> <p>Below is a breakdown of our current contracts for jail services as a comparison.</p> <table border="1"> <thead> <tr> <th>Jail Provider</th> <th>Booking Fee</th> <th>Daily Fee</th> <th>Mental Health</th> </tr> </thead> <tbody> <tr> <td>City of Issaquah</td> <td>No Fee</td> <td>\$97.00</td> <td>No</td> </tr> <tr> <td>King County</td> <td>\$262.25</td> <td>\$256.90</td> <td>Yes</td> </tr> <tr> <td>Yakima County</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>SCORE</td> <td>\$50.00</td> <td>\$199.00</td> <td>Yes</td> </tr> </tbody> </table>					Jail Provider	Booking Fee	Daily Fee	Mental Health	City of Issaquah	No Fee	\$97.00	No	King County	\$262.25	\$256.90	Yes	Yakima County	N/A	N/A	N/A	SCORE	\$50.00	\$199.00	Yes
Jail Provider	Booking Fee	Daily Fee	Mental Health																					
City of Issaquah	No Fee	\$97.00	No																					
King County	\$262.25	\$256.90	Yes																					
Yakima County	N/A	N/A	N/A																					
SCORE	\$50.00	\$199.00	Yes																					
<p>APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.</p>																								
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Public Health & Safety Committee reviewed this item at their November 8, 2022 meeting and recommended approval and placement on the Consent Agenda.</p>																								

City Council Agenda Bill

RECOMMENDED ACTION: MOTION to approve AB22-148, authorizing the Mayor to execute the Interlocal Agreement with King County for jail services, in form and content acceptable to the City Attorney.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2022		



King County

Department of Adult and Juvenile Detention

Directors Office
500 Fifth Avenue
Seattle, WA 98104

August 30, 2022

City of North Bend,

This letter is to provide you with 2023 detention rates for housing your inmates in King County jail facilities. Rates were prepared pursuant to the Interlocal Agreement between the County and King County cities. Due to continued COVID-19 population restrictions, the Department of Adult and Juvenile Detention is again only employing basic annual inflation in 2023, rather than implementing a full cost reset.

In addition, the Jail Services Agreement between your jurisdiction and King County is set to expire at the end of 2022. For 2023, we will be offering a two-year contract which will be substantially like our current contract.

Today, we are providing forecasted 2023 jail rates. While our council will have final approval of our rates, we are optimistic the figures below will not be substantially different, if at all. Once we have final approval from the council, we will reach back out with both the rates and a contract for your leadership to sign. The rates being proposed, and the methodology follows our current Jail Services Agreement with your agency.

Rates effective January 1, 2023, through December 31, 2023

The Exhibit III Calculation of Fees, Charges and Surcharges, in the Interlocal Agreement specifies the fees, charges and surcharges as well as the Offsite Medical Charges, the City shall pay. Also, Exhibit III c., i., denotes that King County will increase the Maintenance charge to capture the cost of capital expenditures that benefit jail operations. In 2023, the debt service for the Courthouse Seismic Stabilization Project (CSSP) is \$1.05 and the debt service for the Integrated Security Project (ISP) is \$5.21. For the period of January 2023 through December 2023, the rates are as follows:

Other Cities	2022 Base Rate ¹	Annual Increase ²	CPI W ²	Base Rate before Debt Svc.	CSSP ³	ISP ³	2023 Final Rate
Daily Maint	\$ 225.80	1.50%	9,50%	\$ 250.64	\$ 1.05	\$ 5.21	\$ 256.90
Booking - Standard	\$ 236.26	1.50%	9,50%	\$ 262.25			\$ 262.25
Booking - Reduced	\$ 160.96	1.50%	9,50%	\$ 178.67			\$ 178.67
Acute Psych Housing ⁴	\$ 274.33	1.50%	9,50%	\$ 304.51			\$ 304.51
Psych Other ⁴	\$ 106.01	3.00%	9,50%	\$ 119.26			\$ 119.26
Infirmery	\$ 345.77	3.00%	9,50%	\$ 388.99			\$ 388.99
1 on 1 Guarding Hrly	\$ 78.63	1.50%	9,50%	\$ 87.28			\$ 87.28

¹ Prior years base rate, before the inclusion of the CSSP and ISP fees.

² Exhibit III Section 7 Inflation and Re-Sets of Fees and Charges.

³ Exhibit III Section 1. C, Capital Expenditures included in Daily Maintenance charges. CSSP = Courthouse Seismic Stabilization Project, ISP =

⁴ Exhibit III Section 3 c. Acute Psychiatric Care (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psych Other Surcharge.

Please call me (206-477-2339) if you have any questions regarding the rates.

Sincerely,

Steve Larsen
DAJD Chief of Administration

Attachment A

Interlocal Agreement Between King County and The City of North Bend for Jail Services

THIS AGREEMENT is effective as of January 1, 2023 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of North Bend, a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions:** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
 - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
 - 1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Exhibit III, Section 2.
 - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except emergency facility closures, holidays and County-designated furlough days.
 - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.
 - 1.6 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
 - A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

Interlocal Agreement: Jail Services – City of North Bend

-
- 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City’s jurisdiction, and:
 - 1.6.1.1 The case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or
 - 1.6.1.2 The case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
 - 1.6.1.3 The case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
 - 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City’s jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
 - 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
 - 1.6.4 The person is booked or confined by reason of a Court order issued either by the City’s Municipal Court or other court when acting as the City's Municipal Court; or,
 - 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
 - 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is not the principal basis for confining a person where:
- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
 - 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
 - 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City’s responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.

Interlocal Agreement: Jail Services – City of North Bend

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- 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City’s jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.
- 1.7 “Community Corrections Programs” means programs designed as alternatives to, or as rehabilitation or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Electronic Home Detention and Community Center for Alternative Programs (CCAP).
- 1.8 “Continuity of Care Records” means an Inmate’s diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.9 “Contract Cities” mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.10 “Contract Cities Inmates” means all Contract Cities' City Inmates.
- 1.11 “County Inmate” means any Inmate that is not a City Inmate.
- 1.12 “DAJD” means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.13 “Fees and Charges” are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.14 “Force Majeure” means war, civil unrest, and any natural event outside of the party’s reasonable control, including pandemic, fire, storm, flood, earthquake or other act of nature.
- 1.15 “Inmate” means a person booked into or housed in the Jail.
- 1.16 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate is first presented to and accepted by the Jail for housing in the Jail until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.

- 1.17 “Jail” means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 “Maintenance Charge” is the daily housing charge incurred for City Inmates housed in Jail as further described in Exhibit III, Section 1.
- 1.19 “Medical Inmate” means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s infirmary. If an Inmate is moved to the general population, then the Inmate is no longer considered a Medical Inmate.
- 1.20 “Notification” means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a “notice” means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 “Official Daily Population Count” is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 “Offsite Medical Care Charges” means those pass-through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 “Psychiatric Inmate” means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.23.1 A “Non-Acute Psychiatric Inmate” is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail’s acute psychiatric housing units.

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- 1.23.2 An “Acute Psychiatric Inmate” is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If an Inmate is moved to housing outside the Jail’s acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 1.24 “Parties” mean the City and County, as parties to this Agreement.
- 1.25 “Secure Bed Cap for Contract Cities” means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Inmates in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count and is established in Section 6.
- 1.26 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention excludes City Inmates enrolled in Community Corrections Programs.
- 1.27 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmary Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.28 “2012-2030 Agreement” means the agreement executed by the County and the City of Seattle effective on January 1, 2012, together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.29 “Base Year” refers to the year in which the base fees, charges and surcharges are set.
2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2024. This Agreement shall supersede all previous contracts and agreements among the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities; booking; transportation among facilities, as determined necessary in the County’s sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all medical, dental, and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County’s right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need

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of urgent medical or psychological care, nor to return custody of such inmates back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):

- 4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated effective January 1, 2023.

- 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2023.

- 4.2.1 The County will provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.

- 4.2.2 The County will provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Inmate if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.

- 4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.

- 4.3 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs shall be enacted through an amendment to this Agreement.

- 4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.

- 4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is transported to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable

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event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within twenty-four (24) hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1, specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within sixty (60) days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the sixty (60)-day timeline, the City should electronically mail scanned billing disputes directly to the DAJD billing office, or by fax, or U.S. mail rather than to any other County office or officer. The DAJD billing office contact information as of the date of this Amendment is:

KC DAJD
DAJD-AP@kingcounty.gov
Attn: Finance – Inmate Billing
500 Fifth Avenue
Seattle, WA 98104

5.2.2 In the event the parties are unable to resolve the dispute, either Party may pursue the dispute resolution mechanisms outlined in Section 9.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the resolution.

5.4 If the City fails to pay a billing within forty-five (45) days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure nonpayment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid

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within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties, and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure. Interest on amounts owed begin accruing on the forty-sixth (46) day after payment was due.
- 5.6 Each Party may examine the other's financial records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Inmates in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
 - 6.1.1 Through December 31, 2024, the Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Inmates exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 13.10 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.
- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Inmates in the Jail to zero (0), with the exception that Inmates whose status has changed to Contract City Inmate, will not be included in the calculation of the number

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of Contract City Inmates, if such individuals are removed from the Jail within seventy-two (72) hours of such change in status.

For the purpose of determining the number of Contract Cities Inmates only, and not for billing purposes, Inmates held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Inmates that have been booked into the Jail and the Contract City has not been notified of such booking shall not be considered a Contract Cities Inmate . Also, Contract Cities Inmates housed in the Jail will not be considered Contract Cities Inmates for the purpose of determining the number of City Inmates.

- 6.4 The Jail's capacity limit for Contract City Medical Inmates is thirty (30). The Jail's capacity limit for Contract City Psychiatric Inmates is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail's Official Daily Population Count.
- 6.5 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.5, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 11.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.5, or the County may inform the City that the County is willing to continue to house these Inmates.
- 6.6 County requests under Section 6.5 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Inmates.
- 6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County's request. The City shall take custody of its¹ Medical or Psychiatric Inmates by picking them up no later than twenty-four (24) hours after the County's request. If the City has not picked-up the Medical or Psychiatric Inmate within twenty-four (24) hours of the County's request, the County shall deliver the Medical or Psychiatric Inmate to the City's designated drop-off location or backup location. In either case, the City's designee must accept the Medical or Psychiatric Inmate from the County and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity

¹ Within eight (8)-hours of the County's request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County may deliver the Medical Inmates named in the original notification to the City's designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

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with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

- 6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Inmates to the City's designated drop-off location or backup location within King County, Washington, the County will do so without charge. Should the County agree to a drop-off location or backup location outside of King County, Washington, the City will pay all transportation costs for Medical or Psychiatric Inmates taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning.

- 7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective inmate populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good-faith efforts to share this information regularly. Furthermore, should the County begin planning for potential changes in jail space or models, the County will make good-faith efforts to provide notice to the City that such planning is underway, so that the City has an opportunity to participate in planning efforts.

8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in

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part from the existence or effect of City ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.
9. Dispute Resolution. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.
 - 9.1. Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.
 - 9.2. Each party reserves the right to litigate any disputed issue in court, *de novo*.
10. Termination. Either Party may initiate a process to terminate this Agreement as follows:
 - 10.1. Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take, in order to, avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.
 - 10.2. Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.
11. General Provisions.
 - 11.1. Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Inmates to alternative detention facilities in order to respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Inmates.

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- 11.2. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Inmates, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3. Law Enforcement Intake Portal. The County will offer the use of a web-based Subject Intake Portal when its Jail Management System goes live in 2021. The tool will allow law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County's preferred method of intake and booking. Cities that take advantage of this intake method will be able to print out or receive an electronic version of the intake information, including the ability to integrate with the JMS via web services or API integration if desired.
- 11.4. Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5. Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6. Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:
- | | |
|-------------|--|
| Exhibit I | Method of Determining Billable Charge and Agency |
| Exhibit II | Exception to Billing Procedure |
| Exhibit III | Calculation of Fees, Charges and Surcharges |
- 11.7. Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8. Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9. Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that, certain modifications to the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 11.10. Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

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- 11.11. Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City of North Bend:

Or his/her successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration
Dept. of Adult and Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104

Or his/her successor, as may be designated by written Notification from the County to the City.

- 11.12. Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.
- 11.13. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
- 11.14. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
- 11.15. No-Third Party Beneficiaries. Except as expressly provided herein, there are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 11.16. Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution, or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

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King County

The City of North Bend

King County Executive

Title of City Official

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

Title of City Official

Date

Date

EXHIBIT I
Method of Determining Billable Charge and Agency

Process Overview

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County's billing system examines all open and active charges and holds for each calendar day and applies the billing priority rules and tie breaker rules as set forth below. Then the billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six-hour rule.

Billing Priority Rules

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non-contract)	

Tie Breaker Rules

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 above) when there are charges with multiple billable agencies. The first rule that applies determines the billable charge(s). The billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the billable agency.
6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.

Attachment I-1: City and County Jail Charges Clarification

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	Inmate booked by a city on a felony investigation, whose case is filed by the Prosecutor initially as a felony in Superior Court but subsequently amended to a misdemeanor charge (for evidentiary reasons, or entry into mental health court, or for other reasons)	County responsibility
2	Inmate booked by a city on a felony investigation and whose case is initially filed by the Prosecutor as a felony in District Court as part of a plea bargain effort (so called “expedited cases”)	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	Inmate booked by a city on a felony investigation, whose case is initially filed by the County Prosecutor as a misdemeanor in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)	County responsibility
4	Inmate booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it to a city prosecutor or law enforcement for any further action.	County responsibility prior to release of felony investigation by the County prosecutor; City responsibility from and after release of felony investigation
5	Misdemeanor or felony cases originated by state agencies (i.e., WSP)	County responsibility
6	Inmates booked by a city on a juvenile charge who are held in adult detention or become adults during the pendency of their charge or sentence.	County responsibility

Attachment I-2

**Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing
(Relating to Section 1.6.9)**

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:
- (1) Inmate has medical/health conditions/ treatments preventing transfer.
 - (2) Transfer location refuses Inmate.
 - (3) Inmate refuses to be transported and poses a security risk.
 - (4) Inmate misses transport due to being at court or other location.
 - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six-day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

EXHIBIT II
Exception to Billing Procedure

For persons serving the one- and two-day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Inmate day shall not be defined according to Section 1.16 of the Agreement. Instead, Inmate day shall be defined as a twenty-four-hour period beginning at the time of booking. Any portion of a twenty-four-hour period shall be counted as a full Inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/23 0700	Released 7/3/23 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/23 0700	Temporary Release 7/2/23 0700
	Return to Jail 7/8/23 0700 Number of Inmate days = 2	Released 7/9/23 0700

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III Calculation of Fees, Charges and Surcharges

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

2023 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

1. MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge shall be calculated as described below.

- a. The **Maintenance Charge** starting **January 1, 2023**, and for the remainder of the calendar year 2023, **excluding** any adjustments for Capital Expenditure Charges, will be **\$250.64**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2023 is **\$256.90**. The Maintenance Charge shall be inflated in 2024 as described in Section 5. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
 - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Inmate Days (as defined in Section 1.17). By August 15 of 2023, DAJD will estimate the total number of Inmate Days for 2024 and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for 2024.
 - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line-item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
 - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

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continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

- iv. Beginning January 1, 2023, and continuing through calendar year 2023, the Capital Expenditure Charge for ISP for the City is \$5.21 and the Capital Expenditure Charge for the CSSP is \$1.05, for a combined total Capital Expenditure Charge of \$6.26 to be added to the Maintenance Charge set forth in subparagraphs a and b above.

2. BOOKING FEE

- a. The booking fee shall be based on whether, or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2023, and for the remainder of the calendar year 2023 will be initially set as follows:
 - i. The **Base Booking Fee** shall be **\$178.67**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
 - ii. The **Standard Booking Fee** shall be **\$262.25**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.
- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in 2024, the City must either provide a court order not later than July 1, 2023, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2023 as described in section 5 below.

3. SURCHARGES

In addition to payment of the Maintenance Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-1.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the January 1, 2023, through December 31, 2023, and shall be inflated for 2024 as described in Section 5 below.

- a. **Infirmity Care.** For Medical Inmates, the City shall pay an Infirmity Care Surcharge of **\$388.99** for each Surcharge Day.

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- b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$119.26** for each Surcharge Day.
- c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$304.51.** for each Surcharge Day.
 - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be **\$304.51.**
 - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$119.26** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$423.77.**
- d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **\$87.28** per guard *for each hour* or portion thereof, and as further described in Attachment III-1.
- e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the twenty-four (24)-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same twenty-four (24)-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the twenty-four (24)-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

- a. Inflators. Effective January 1, 2023, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5% but shall in no event be lower than 1.5%.::

- i. Maintenance Charge
- ii. Booking Fee
- iii. Acute Psychiatric Housing Surcharge
- iv. 1:1 Guarding

Medical Charges: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus three (3) percent, but shall in no event be lower than three (3) percent:

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-
- i. Infirmery Care Surcharge
 - ii. Psychiatric Care Surcharge
- b. Final Fee, Charge and Surcharge Notice for Following Calendar Year. No later than August 15, the County will provide notice to the City of the final fees, charges and surcharges listed in this Subsection 5.a. reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.
- c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds eight (8) percent then, as part of the August 15, final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County's reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the "Expected Inflation Rate") is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

Attachment III-1
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges

	Surcharge	Description
1.	1:1 Guarding	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	Acute Psychiatric Care (two components) – billed by location	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or herself.
3.	Non-Acute Psychiatric Care (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	Infirmiry Care	Costs for JHS Infirmiry care, services listed on reverse.

	Pass-Through Charge	Description
5.	Off-Site Medical Charges	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments (wheelchair bound inmates)

JHS Psychiatric Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups 	<i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i>

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JHS Infirmary Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ 24-hour Skilled Nursing Care ❖ Daily Provider Rounds ❖ Treatment and Management of Complex Disease States ❖ Medication Administration ❖ Activities of Daily Living Assistance ❖ Alcohol Detoxification 	<p><i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmary. Examples include but are not limited to:</i></p> <ul style="list-style-type: none"> ❖ <i>Patients requiring medical detoxification/withdrawal management</i> ❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i> ❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i> ❖ <i>Individuals requiring IV therapy or with central lines in place;</i> ❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i> ❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i> <p><i>Inmates are formally admitted to infirmary care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmary occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmary care for the duration of their incarceration.</i></p>



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-149
Motion Authorizing a Cooperative Watershed Management (CWM) Grant Fund Agreement with King County for Restoration and Tree Planting along the South Fork Snoqualmie River and Ribary Creek	Cost Impact: Local cash match to grant of \$32,000 in KCD Member Jurisdiction Funds and \$50,000 in Tree Mitigation Funds.	Department/Committee/Individual		
	Fund Source: KCD Member Jurisdiction Funds, Tree Mitigation Funds	Mayor Rob McFarland		
	Timeline: 2023-2025	City Administrator – David Miller		X
		City Attorney – Mike Kenyon/Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		
Attachments: Grant Agreement		Finance – Richard Gould		
SUMMARY STATEMENT:		Public Works – Mark Rigos		
<p>City of North Bend staff applied for a Cooperative Watershed Management Grant (CWM) during the 2022 cycle. The grant application underwent competition with other cities and non-profits through the Snoqualmie Watershed Forum who then recommended the City of North Bend receive reimbursement of up to \$140,725 for invasive weed removal, restoration, and native plant planting. The Snoqualmie Watershed Forum recommended a list of projects to the King County Flood District who approved funding for the project. Local cash match to the grant would come from \$32,000 in the City's share of King Conservation District Member Jurisdiction Funds, and \$50,000 of banked City of North Bend Tree Mitigation Funds, for a total expenditure of \$222,725. The grant is provided on a reimbursement basis, with reimbursement to the City from the County after the City incurs eligible expenses.</p> <p>The City will partner with the Mountains to Sound Greenway Trust (MTSGT) or another contractor to do the work, which will involve opportunities for community volunteer planting events. The project will restore 12 acres of riparian habitat along approximately 2,000 feet of the left bank of the South Fork Snoqualmie River, which will compliment plans for a future levy setback along this reach.</p>		CED Senior Planner – Mike McCarty		X
APPLICABLE BRAND GUIDELINES: This grant supports the City's brand statement in many ways and in particular the Commitment to invest in the City and foster community engagement and pride.				
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Community and Economic Development (CED) Committee at their November 15, 2022 meeting and was recommended for approval on the Consent Agenda.				
RECOMMENDED ACTION: MOTION to approve AB22-149, authorizing the Mayor to sign an agreement accepting a King County CWM Grant, in an amount not exceeding \$140,725.00, for restoration and tree planting along the South Fork Snoqualmie River and Ribary Creek, and authorizing expenditure of \$32,000 in KCD Member Jurisdiction Funds and \$50,000 in Tree Mitigation Funds as a match.				
RECORD OF COUNCIL ACTION				
Meeting Date	Action	Vote		
December 6, 2022				

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

This Agreement is made between King County, a municipal corporation, and the City of North Bend ("Recipient"), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2025**.

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

Primary Contact for Recipient: Mike McCarty, 425-888-7649, Mmccarty@northbendwa.gov.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District ("District") is a quasi-municipal corporation of the State of Washington, authorized to provide funding for cooperative watershed management arrangements and actions for purposes of water quality, water resource, and habitat protection and management;
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget;
- 1.3 Whereas, the Board of Supervisors of the District (the "Board"), the District's governing body, passed Resolution FCD 2021-12 on November 9, 2021, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$10,309,697 in 2022 for water quality, water resources and habitat restoration and management projects and activities in King County, provided that the project list is approved by the Board;
- 1.4 Whereas, in accordance with Resolution FCD2012-07.2 and in its capacity as service provider to the District, King County has established a grant award program, called the Cooperative Watershed Management Award Program, to fund water quality, water resources and habitat restoration and management projects and activities;
- 1.5 Whereas, the Recipient submitted an application to its respective WRIA forum or committee for the Project, as described in Exhibit A attached hereto and incorporated herein by this reference, and that body has recommended the Project for funding under the Cooperative Watershed Management Grant Program in accordance with King County's Cooperative Watershed Management Grant Program Policies and Procedures, a copy of which has been furnished by King County to the Recipient and which are incorporated herein by this reference ("Grant Policies and Procedures");
- 1.6 Whereas the District's Board of Supervisors has received a list of proposed projects that

includes the Project, and the Board of Supervisors, in Resolution FCD2022-09, has approved the Project for funding up to the amount of **\$140,725**;

- 1.7 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B ("Scope of Work"), and the Budget, attached hereto and incorporated herein as Exhibit C ("Budget Summary"), are consistent with the Grant Policies and Procedures;
- 1.8 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with the Policies and Procedures, and the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to award the Recipient an award in the total amount of **\$140,725** from District funds (the Award). The Award shall be used by the Recipient solely for the performance of the Project. King County shall pay the Recipient in accordance with the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) The activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; and 5) such activities and expenses do not occur prior to the date the grants were approved by the District and reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.
- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budgets and according to the rules set forth in the Grant Policies and Procedures. A request for payment shall be made no less frequently

than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. The amount of the advance may not exceed 25% of the total award amount. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.

- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the watershed benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources, and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding, and the WRIA as a funding partner, for the Project on all printed, online, and electronic documents; signage or press releases; audio-visual materials; or any other materials produced in association with the Project. Grant recipients shall submit documentation of acknowledgement activities with their final reporting documents.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Project shall be completed by no later than **December 31, 2025**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the

King County Council to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

KING COUNTY:

RECIPIENT:

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Date_____

Date_____

EXHIBIT A: PROJECT DESCRIPTION

Project	Recipient	Description	Leverage	Award
South Fork Snoqualmie River Riparian Restoration	North Bend	North Bend will partner with the Mountains to Sound Greenway Trust and community volunteers to continue to restore the riparian corridor along the South Fork Snoqualmie River by initiating restoration at a new parcel just upstream (south) of West North Bend Way. The project will restore 12 acres of riparian habitat along approximately 2,000 feet of the left bank and will complement plans for a levee setback along this reach in the future.	\$90,000	\$140,725

Project Location: The project is located on the left bank of the South Fork Snoqualmie as it passes through the City of North Bend. The project fits within the Headwaters-Restoration Above Falls and Dams Sub-Basin Strategy Group and will take place on the following parcel: 0923089093.

EXHIBIT B: SCOPE OF WORK

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Grant Budget	Month/Year Task will be Completed
Task 1: Project Administration (Required)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request. City will administer the grant coordination and reporting, and permitting for the project, with in-kind staff time equal to approximately \$5,000 as match, not as grant budget	0%	December 2025
Task 2: Initial Noxious Weed Control	The Mountains to Sound Greenway Trust, supported by trained seasonal restoration staff and volunteers, will control weeds (ivy, blackberry, holly) across the project site. Weed control will primarily occur in spring and summer of 2023, following best management practices for control for each target species.	40%	September 2023
Task 3: Cultural Resources Review	If required, depending on further consultation with the Snoqualmie Tribe and King County Historic Preservation Program, an archaeological survey and report will be prepared prior to any tree planting work.	10%	December 2023
Task 4: Native Plant Installation	The Mountains to Sound Greenway Trust will supervise the installation of a minimum of 5,000 native plants over the course of the project (more info on planting plan and species within riparian supplemental form). Plant installation will take place in two phases: the first phase in fall of 2023 will focus on tree species. Phase 2 will occur once weeds have been cleared for a second season (in spring/summer of 2024) and will primarily occur in fall of 2024. Seasonal restoration crew staff will perform most of the plant installation. Volunteers will assist with installation of potted plants, and stakes, as part of the Volunteer participation component of this project.	30%	December 2024

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Grant Budget	Month/Year Task will be Completed
Task 5: Site Maintenance and Monitoring	After initial noxious weed control in 2023, maintenance control will be needed in 2024 and 2025. This will include spot spraying noxious weed regrowth and manual removal of weeds where chemical treatment could hinder plantings. Monitoring will include estimates on mortality by species (so planting plans can be re-assessed during the project) and estimates on invasive cover. The goal at the end of the project is to have invasive cover under 15% for the project site.	15%	December 2025
Task 6: Volunteer Engagement	The Mountains to Sound Greenway Trust will recruit at least 50 volunteers who will contribute at least 150 volunteer hours at planting and invasive removal volunteer events. The Greenway Trust will recruit volunteers from across the Greenway, including local community members, school groups, businesses, and others. Volunteer events will be promoted in a variety of locations, and will be scheduled in City of North Bend. Volunteers will receive instruction, training, guidance and management from Greenway Trust staff and learn about how this work connects to salmon recovery efforts.	5%	December 2025

EXHIBIT C: BUDGET SUMMARY

Budget Item	Grant Request
Project Supplies	\$20,125
Commercial Services & Crew Time	\$105,600
Other	\$15,000
TOTAL	\$140,725



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-150	
Motion Authorizing Blanket Purchase Orders with City Vendors		Department/Committee/Individual			
		Mayor Rob McFarland			
		City Administrator – David Miller			
		City Attorney – Mike Kenyon/Lisa Marshall			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – Rebecca Deming			
		Finance – Richard Gould		X	
Public Works – Mark Rigos					
Cost: N/A					
Fund Source: Various					
Timeline: Immediate					
Attachments: Exhibit A – List of 2023 Blanket Purchase Orders					
<p>SUMMARY STATEMENT:</p> <p>A Blanket Purchase Order is a purchase order that is used for routine or normal operating supplies and services purchased on a repetitive basis from the same vendor. The City's current purchasing policies require City Council approval for any contract or purchase order exceeding \$7,500. Staff estimates that it will spend more than \$7,500 on routine purchases from the vendors listed in Exhibit A during 2023.</p> <p>Staff is requesting approval of blanket purchase orders with the vendors listed in Exhibit A in amounts not to exceed those listed for the 2023 calendar year. Sufficient funds have already been appropriated within the existing budget for these purchases.</p>					
<p>APPLICABLE BRAND GUIDELINES: Economic viability/balanced budget.</p>					
<p>COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Finance & Administration Committee at their December 6, 2022 meeting with a recommendation for approval on the consent agenda.</p>					
<p>RECOMMENDED ACTION: MOTION to approve AB22-150, authorizing Blanket Purchase Orders with the vendors listed in Exhibit A in amounts not to exceed those listed in Exhibit A.</p>					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>			
December 6, 2022					

Exhibit A

2023 Blanket Purchase Orders

VENDOR	PURPOSE	2023 AMOUNT NOT TO EXCEED	2022 AMOUNT NOT TO EXCEED
Ace Hardware	Operating Supplies	\$20,000	\$20,000
Alpine Products	Operating Supplies	\$15,000	\$0
Amazon Capitol Services	Operating Supplies	\$40,000	
Amtest	Lab Testing	\$25,000	\$25,000
CalPortland Company	Sand & Roadway Aggregate	\$20,000	\$20,000
Core & Main	Meter Replacement Program	\$170,000	\$170,000
Girard Resources & Recycling, LLC	Bark & Topsoil	\$10,000	\$0
HD Fowler	Water Repair & Maintenance Supplies	\$35,000	\$25,000
Inland Environmental Resources, Inc (IER)	Magnesium Hydroxide for WWTP	\$25,000	\$0
James Oil Company	Fuel	\$60,000	\$45,000
Lakeside Industries	Cold Mix Asphalt	\$10,000	\$0
Liftoff, LLC	Technology & Software	\$23,000	\$20,000
North Bend Auto Parts (NAPA)	Supplies for Vehicles & Equipment Repair & Maintenance	\$25,000	\$20,000
Northstar Chemical	Chemicals	\$15,000	\$10,000
Nursery at Mt Si	Downtown Beautification & Landscaping	\$15,000	\$15,000
Solenis	Polymer/WWTP	\$35,000	\$30,000
Staples Business Advantage	Office & Operating Supplies	\$25,000	\$25,000
Tech Power Solutions	Technology Purchases	\$20,000	\$20,000
USA Bluebook	WWTP & Water Supplies	\$30,000	\$25,000



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-151
Motion Authorizing Contract with FCS Group for Finance Department Support Services		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney - Mike Kenyon/Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		
		Finance – Richard Gould		X
Cost Impact: NTE \$12,500		Public Works – Mark Rigos		
Fund Source: General Fund				
Timeline: Immediate				
Attachments: Contract with Scope & Fee				
SUMMARY STATEMENT:				
<p>Due to the staff shortages (Operations Manager) and lack of experience and training among support staff, staff has been working with FCS Group since October. This became an emergent necessity to meet budgetary and other department deadlines. We would like to continue this on-call relationship to provide general assistance in the preparation, financial analysis, and forecasting related to preparation of the City’s 2023-2024 biennial budget and other financial reports until the next Operations Manager has been hired and is on staff.</p> <p>I have worked with FCS Group since 2002 and with multiple cities. They have worked for hundreds of government organizations in the State of Washington including the City of North Bend, most recently on a rate study (2021). They also prepared a sewer rate study in 2019 and are well versed in the City’s financial data.</p> <p>This is not something that we intend to make use of once the support staff is properly trained and the Operations Manager has been hired.</p>				
APPLICABLE BRAND GUIDELINES: Economic viability/balanced budget.				
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Finance and Administration Committee during their December 06, 2022, meeting and was recommended for approval.				
RECOMMENDED ACTION: MOTION to approve AB22-151, authorizing the Mayor to enter into a contract with the FCS Group for support service for the finance department, in a form and content acceptable to the City Attorney, in an amount not to exceed \$12,500.				
RECORD OF COUNCIL ACTION				
Meeting Date	Action		Vote	
December 6, 2022				

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND FCS GROUP**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2022, by and between the City of North Bend, a municipal corporation of the State of Washington (“City”) FCS Group, a a Washington Profit Corporation (“Consultant”) in consideration of the mutual benefits and conditions contained herein.

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Services.** Consultant shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** Consultant will invoice City monthly based upon the fee schedule set forth in **Exhibit B** attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed Twelve Thousand-Five Hundred DOLLARS AND 00/100 (\$12,500) without written modification of this Agreement signed by City. City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to City prior to or along with the first invoice.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing October 1, 2022 and ending April 30, 2023 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this Agreement shall be the property of City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, Consultant shall provide to City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by City, all final documents, reports, or studies shall be provided to City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by City or its representatives for any purpose other than the project specified in this Agreement.
5. **Independent Contractor.** City and Consultant agree that Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither Consultant nor any of Consultant’s employees shall be entitled, by virtue of the services provided under this

Agreement, to any benefits afforded to City employees. City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers' compensation, or for otherwise assuming the duties of an employer with respect to Consultant or Consultant's employees.

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

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

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

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

1. **Automobile liability insurance**, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. **Commercial general liability insurance**, written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. City shall be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the work performed for City, using an additional insured endorsement at least as broad as ISO CG 20 26.
3. **Professional liability insurance** appropriate to Consultant's profession, written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. **Workers' compensation coverage** as required by the Industrial Insurance laws of the State of Washington.

- B. **Additional Insurance Provisions.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Consultant's automobile liability and commercial general liability

insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall provide City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

- C. Certificates of Insurance. Within fifteen (15) days of the execution of this Agreement, Consultant shall deliver original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this Section 7.
- D. Failure to Maintain Insurance. Consultant's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of City, offset against funds due Consultant from City.
- E. Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Consultant.

8. Recordkeeping and "Red Flag" Rules.

- A. Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Consultant shall also maintain such other records as may be deemed necessary by City to ensure proper accounting of all funds contributed by City to the performance of this Agreement and of the parties' compliance with this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by City.
- C. Consultant acknowledges receipt of and agrees to adhere to City's Identity Theft Prevention Program ("Red Flag" rules), a copy of which is attached hereto as **Exhibit D**.

9. Taxes, Licenses and Permits.

- A. Consultant shall procure and maintain a City business license in accordance with Chapter 5.04 NBMC, *Business Licenses and Business and Occupation Tax*, prior to beginning work under this Agreement. Consultant assumes responsibility for and ensures that all contractors, subcontractors and suppliers shall also obtain a City business license.
- B. Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to Chapters 5.04 and 5.05 NBMC, and Consultant agrees to comply with all applicable laws regarding

the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Consultant shall reimburse and hold City harmless from such costs, including attorneys' fees. Consultant shall also require all contractors, subcontractors and suppliers to pay all charges and taxes in accordance with this Section 9.

- C. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by City or any other governmental body, then Consultant authorizes City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Consultant's total compensation.

- 10. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the term of this Agreement. City shall have the right to conduct an audit of Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of Consultant.
- 11. Termination.** This Agreement may be terminated by City at any time upon thirty (30) days' written notice; provided, that if Consultant's insurance coverage is canceled for any reason, City shall have the right to terminate this Agreement as provided in Subsection 7(D) herein.
- 12. Discrimination Prohibited.** Consultant shall not discriminate against any employee, applicant for employment, or any person seeking Consultant's services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
- 13. Assignment and Subcontract.** Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of City.
- 14. Entire Agreement; Modification.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments or addenda signed by both parties.
- 15. Notices.** Notices required hereunder shall be delivered via certified U.S. mail to the addresses below:

To the City of North Bend:

David Miller, Interim City Administrator
City of North Bend
920 SE Cedar Falls Way
P.O. Box 896
North Bend, Washington 98045
Phone: (425) 888-1211

To Consultant:

Martin Chaw
Project Manager
FCS GROUP
7525 166TH Ave NE, Ste D-215
Redmond, WA 98052
Phone: (425) 274-2853

16. Security. Consultant will protect confidential information provided by City pursuant to this Agreement by adhering to policies governing physical, electronic, and managerial safeguards against unauthorized access to an unauthorized disclosure of confidential information. Security standards shall meet or exceed Washington State Office of the Chief Information Officer Standard No. 141.10. Only authorized employees of Consultant shall have access to City's confidential information, and only for the purposes specified in this Agreement. Consultant shall, within 24 hours of discovery, report to City any use, access to or disclosure of City's confidential information not previously authorized by City.

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

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

CITY OF NORTH BEND

**FINANCIAL CONSULTING
SOLUTIONS GROUP, INC**

By: _____
Rob McFarland, Mayor

By: _____

Printed Name: Todd Chase

Title: Principal

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Lisa M. Marshall, City Attorney

**EXHIBIT A:
SCOPE OF SERVICES**

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

1. **Project Title:** City of North Bend – Financial and Budget Analysis Support
2. **Supervising Staff:** Consultant’s main point of contact at City will be Richard Gould, Finance Director, who can be reached at (425) 888-7632 or rgould@northbendwa.gov, or such other personnel as City may designate from time to time.
3. **Description of Work:** Insert detailed description [or, See attached Exhibit A-1]

Task	Deliverables
Task 1.1. 2023-24 Budget Preparation	<ul style="list-style-type: none"> • Prepare summary comparison of requested 2023-24 budget (revenues and expenses) to prior adopted budgets (2018-2022) • Provide graphs and tables with revenue comparison to include, for example, changes in: overall revenues; taxes; grants; etc. • Provide graphs and tables with expenditure comparison to include, for example, overall spending; wages/benefits; supplies; services; CIP; etc
Task 1.2. 2023 Property Tax Analysis	<ul style="list-style-type: none"> • Prepare analysis of property tax levy rates, inclusive of all taxing districts, and impact to a typical home in North Bend; Analysis should include levy rates for 2022 and 2023
Task 1.3. Cost escalation factors	<ul style="list-style-type: none"> • Prepare an inventory of econometric metrics to help inform revenue and expenditure forecasting. Example metrics include: historical change in population; construction cost index; general inflation; changes in households / employment; admin. Overhead costs, etc.

4. **Deliverable Items:** See above

**EXHIBIT B:
COMPENSATION**

**FCS GROUP
2022 STANDARD FEE SCHEDULE**

Effective November 8, 2021

LABOR

<u>POSITION/TITLE</u>		<u>BILLING RATE</u>
Principals	Standard Rate	\$280
Project Managers	Standard Rates	\$185 - \$215
Consultants	Standard Rates	\$145 - \$175
<u>Administrative and Technical Support</u>		
Public Relations		\$155
Technical Writer/Graphic Artist		\$130
Administrative Support		\$ 90

DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS GROUP and specific terms will be established in advance prior to expenditure and billing.

SUBCONSULTANTS

When applicable, subconsultants will be charged at invoiced cost plus 10%.

1. *Litigation rates are 150% of standard hourly rates for services in support of direct litigation, settlement negotiations, arbitration and/or mediation processes.*

EXHIBIT C:
TAXPAYER IDENTIFICATION NUMBER

CITY OF NORTH BEND
920 SE Cedar Falls Way
P.O. Box 896
North Bend, WA 98045
Phone: (425) 888-1211
FAX: (425) 831-6200

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

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

Please check the appropriate category:

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

TIN#: 601098550-001-0004

SS#: _____ - _____ - _____

Print Name: Todd Chase

Print Title: Principal

Business Name: FINANCIAL CONSULTING SOLUTIONS GROUP, INC

Business Address: 7525 166TH Ave NE, Ste D-215. Redmond, WA 98052

Business Phone: (425) 867 - 1802

EXHIBIT D:
CITY OF NORTH BEND
IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

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

II. PROGRAM PURPOSE AND DEFINITIONS

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

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

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

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

“**Covered account**” means:

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

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

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

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

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

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

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

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

III. IDENTIFICATION OF RED FLAGS

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

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

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

B. Suspicious Documents – Red Flags.

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

C. Suspicious Personal Identifying Information – Red Flags.

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

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

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

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

E. Alerts from Others – Red Flag.

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

IV. DETECTING RED FLAGS

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

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

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

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

V. PREVENTING AND MITIGATING IDENTITY THEFT

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

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;
- Contact the customer with the covered account;

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

VI. PROGRAM ADMINISTRATION

- A. Oversight. The Finance Director or other designated city employee at the level of senior management shall be responsible for developing, implementing, and updating the Program.
- The Finance Director shall also be responsible for the Program administration, for appropriate training of City staff on the Program, for reviewing the annual staff report required under the Program, as well as any other staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances, and considering periodic changes to the Program.
- B. Staff Training and Reports. City staff responsible for implementing the Program shall be trained either by or under the direction of the Finance Director in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Additionally, a compliance report shall be provided annually to the Finance Director. The annual compliance report shall at a minimum address the following:
1. The effectiveness of the City's policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
 2. Service provider arrangements;
 3. Significant incidents involving identity theft and the City's response; and
 4. Recommendations for material changes to the Program.
- C. Service Provider Arrangements. In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that

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

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

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

VII. PROGRAM UPDATES

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



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-152
An Ordinance Amending the 2021-2022 Budget Ordinance 1737 to Reflect Changes in Revenues and Expenditures		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Michael Kenyon/Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		
		Finance – Richard Gould		X
Cost Impact: N/A		Public Works – Mark Rigos		
Fund Source: Multiple				
Timeline: Immediate				
Attachments: Ordinance, Exhibit A, Exhibit B (<i>will be provided in advance of the meeting</i>)				
<p>SUMMARY STATEMENT:</p> <p>It is a prudent financial practice to periodically adjust an adopted budget to reflect major revenue or expenditure items that occur during the year and were unanticipated during the budget process. It is not uncommon that Council may approve unanticipated expenditures during the course of the year. Budget amendments are needed to address these issues and ensure that we adjust revenues or appropriations as necessary to keep us within authorized budget limits per Washington State law. Additionally, budget amendments better reflect each fund's anticipated ending fund balances. The State Auditor expects such adjustments to occur.</p> <p>This budget amendment consists of miscellaneous and housekeeping adjustments. Miscellaneous adjustments typically account for unanticipated expenditure items and revenue adjustments, recognizing revenues and expenditures due to grants, insurance recoveries and settlements, and donations. Housekeeping adjustments account for corrections and adjustments due to necessary accounting rules and the adjustment of beginning fund balances to equal the prior year actual ending fund balances.</p> <p>This budget amendment recognizes General Fund expenditure and revenue adjustments in response to the impacts of COVID-19 and ARPA funding. It also includes changes to governmental accounting regarding fiduciary activities from the WA State Auditor's Office related to GASB (Governmental Accounting Standards Board) updated Statements that impact municipal financial reporting. The year-end budget amendment provides the final adjustment for this biennium (2021/2022). Final numbers will be correctly reported on Monday, December 5th and will be discussed at the Finance and Administration Committee meeting before being provided for the rest of the Council at the meeting that night, December 6th.</p> <p>Detail regarding specific budget line item changes being recommended for adjustment is contained in Exhibit B to the Ordinance. Highlights include:</p> <p><u>Citywide:</u></p> <ul style="list-style-type: none"> • Adjust appropriations for position vacancies during 2022 as well as to reflect the most current employee salary and associated benefits information. • Increase appropriation for projects not included in the last budget adjustment (first quarter 2022). • Increase or reclassify appropriations where necessary. 				

City Council Agenda Bill

General Fund:

- Recognize higher than budgeted revenues.
- Reclassification of activities previously reported in the Treasurers Trust Fund (635).
- Decrease transfers-out to Street Fund (101), Economic Development Fund (108), Capital Streets Fund (102), and Streets Overlay Fund (103) as appropriate.
- Increase transfers-in from Development Projects Fund (125).

Special Revenue Funds:

- Recognize higher than budgeted Transportation, Parks and Fire Impact Fees (106).
- Increase transfers-out to General Fund (001) from Development Project Funds (125).

Capital Project Funds:

- Adjust appropriations in the Capital Projects Fund (310) for multiple projects as needed.
- Recognize increased Real Estate Excise Tax revenue (320).
- Adjust transfers in from other funds for capital projects.
- Adjust transfers-out from the Capital Improvements Fund (320) to Municipal Project Fund (310) for capital projects.

Utility Funds:

- Increase appropriations for Water System Plan Update, SPU Mitigation Water purchase, and excise and utility taxes in Water Fund (401).
- Recognize appropriation for Meadowbrook ULID appraisal services and clarifier evaluation in Sewer Fund (402).
- Recognize increased Water, Sewer and Stormwater Facility Fees.
- Adjust operational expenditures for utility funds.
- Recognize increased ULID #6 Assessments.

APPLICABLE BRAND GUIDELINES: Balanced Budget

COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this ordinance and recommended approval on the consent agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-152, an ordinance amending the 2022 Budget, as a first and final reading.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2022		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AMENDING THE CITY'S 2021- 2022 BUDGET AND SALARY SCHEDULE ORDINANCE NO. 1737; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council adopted the City's 2021-2022 Budget pursuant to Ordinance No. 1737 on December 2, 2020 and revised the budget pursuant to Ordinance No. 1745, Ordinance No. 1754, Ordinance No. 1758, Ordinance No. 1763, Ordinance No. 1770; Ordinance No. 1775 and Ordinance No. 1779; and

WHEREAS, the City Council adopted the Mid-Biennium Budget Modification to the City's 2021-2022 Budget and the 2022 Salary Schedule pursuant to Ordinance No. 1766 on December 2, 2021; and

WHEREAS, the City revised the 2022 Salary Schedule pursuant to Ordinance No. 1779; and

WHEREAS, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 1779; and

WHEREAS, certain revisions to the 2021-2022 budget are now necessary;

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

Section 1. The 2022 Budget, as adopted in Ordinance No. 1737, is hereby amended as set forth in Exhibit "A".

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

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

Section 4. Effective Date. This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF
DECEMBER, 2022.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk

**EXHIBIT A**

FUND	BEGINNING BALANCE	REVENUES AND OTHER SOURCES			EXPENDITURES AND OTHER USES			ENDING BALANCE
		Current Budget	Adjustment	Revised Budget	Current Budget	Adjustment	Revised Budget	
Operating								
General								
001 General	\$ 4,863,017	\$ 10,887,270	\$ -	\$ 10,887,270	\$ 11,162,698	\$ -	\$ 11,162,698	\$ 4,587,589
Subtotal General Fund	4,863,017	10,887,270	-	10,887,270	11,162,698	-	11,162,698	4,587,589
Special Revenue								
101 Street	-	980,968	250,000	1,230,968	980,968	150,000	1,130,968	100,000
102 Capital Streets	50,435	478,356	150,000	628,356	460,539	50,000	510,539	168,252
103 Streets Overlay	830,676	416,737	-	416,737	901,049	50,000	951,049	296,364
106 Impact Fees & Mitigation	8,671,651	4,858,607	-	4,858,607	3,643,665	-	3,643,665	9,886,593
107 Hotel/Motel Tax	35,703	20,378	-	20,378	-	-	-	56,081
108 Economic Development	-	238,058	150,000	388,058	238,058	50,000	288,058	100,000
116 Park Capital Improvement	309,651	148,811	-	148,811	135,401	100,000	235,401	223,061
117 Park Maintenance Reserve	30,129	10,021	-	10,021	-	-	-	40,150
125 Development Projects	642,237	1,060,151	-	1,060,151	970,230	-	970,230	732,158
130 ARPA Fiscal Recovery Fund	1,014,133	2,049,179	-	2,049,179	2,050,191	-	2,050,191	1,013,121
190 Transportation Benefit District (TBD)	1,969,004	647,167	100,000	747,167	921,257	150,000	1,071,257	1,644,914
Subtotal Special Revenue Funds	13,553,619	10,908,433	650,000	11,558,433	10,301,358	550,000	10,851,358	14,260,694
Debt Service								
216 2011 Fire Station Bond Redemption	8,744	185,362	25,000	210,362	150,160	50,000	200,160	18,946
217 2012 LTGO TBD Bond Redemption	2,569	2,569	50,000	52,569	2,569	50,000	52,569	2,569
218 2015 LTGO Bond Redemption	-	191,769	100,000	291,769	191,769	50,000	241,769	50,000
219 2015 LTGO (LOC) Bond Redemption	-	-	-	-	-	-	-	-
220 2018 LTGO Bond Redemption	-	245,500	100,000	345,500	245,500	25,000	270,500	75,000
Subtotal Debt Service Funds	11,313	625,200	275,000	900,200	589,998	175,000	764,998	146,515
Total Operating Funds	18,427,949	22,420,903	925,000	23,345,903	22,054,054	725,000	22,779,054	18,994,798
Capital Improvement								
310 Municipal Projects	549,223	8,444,732	500,000	8,944,732	8,291,247	500,000	8,791,247	702,708
320 Capital Improvement (REET)	3,939,391	1,341,772	-	1,341,772	1,546,377	-	1,546,377	3,734,786
Subtotal Capital Improv. Fund	4,488,614	9,786,504	500,000	10,286,504	9,837,624	500,000	10,337,624	4,437,494
Enterprise								
401 Water Operations & Capital	2,555,019	5,051,408	-	5,051,408	5,413,995	-	5,413,995	2,192,432
402 Sewer Operations & Capital	33,324,607	19,937,418	-	19,937,418	27,478,318	-	27,478,318	25,783,707
404 Storm Operations & Capital	2,278,189	1,434,566	-	1,434,566	1,575,039	150,000	1,725,039	1,987,716
404 Flood Operations	497,589	247,426	-	247,426	282,326	100,000	382,326	362,689
405 Solid Waste & Recycling Operations	497,313	121,482	-	121,482	86,834	-	86,834	531,961
451 ULID #6 Revenue Bond Redemption	745,104	856,719	100,000	956,719	938,552	100,000	1,038,552	663,271
Subtotal Enterprise Funds	39,897,821	27,649,019	100,000	27,749,019	35,775,064	350,000	36,125,064	31,521,776
Internal Service								
501 Equipment Operations	-	292,189	300,000	592,189	292,189	250,000	542,189	50,000
501 Technology Operations	-	222,593	250,000	472,593	222,593	100,000	322,593	150,000
502 Equipment Reserve	1,148,536	208,259	100,000	308,259	46,000	300,000	346,000	1,110,795
502 Technology Reserve	281,635	73,229	100,000	173,229	31,600	50,000	81,600	373,264
Subtotal Internal Service Fund	1,430,171	796,270	750,000	1,546,270	592,382	700,000	1,292,382	1,684,059
Total Budget	\$ 64,244,555	\$ 60,652,696	\$ 2,275,000	\$ 62,927,696	\$ 68,259,124	\$ 2,275,000	\$ 70,534,124	\$ 56,638,127



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-153
Selection of the 2023 Mayor Pro Tem		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Mike Kenyon/Lisa Marshall		
		City Clerk – Susie Oppedal		
		Comm. & Economic Development – Rebecca Deming		
		Administrative Services – Lisa Escobar		
Cost Impact: N/A		Finance – Richard Gould		
Fund Source: N/A		Public Works – Mark Rigos		
Timeline: Immediate		Mayor Pro Tem Rosen		X
Attachments:				
<p>SUMMARY STATEMENT:</p> <p>RCW 35A.12.065 requires the Council select a Mayor Pro Tem. In addition to serving in the absence of the Mayor, the Mayor Pro Tem, in coordination with the Administration, sets the agenda for the monthly workstudy meetings, serves as support for the Council’s standing committees, serves in absence of committee members, assigns chairs, and works with the Mayor and Administration in connection with the duties of the committees. City of North Bend Resolution 1437 states the Council must select a Councilmember to serve as the Mayor Pro Tem at the first meeting in December. The Councilmember so selected will serve as Mayor Pro Tem for a period of one year.</p>				
COMMITTEE REVIEW AND RECOMMENDATION:				
<p>RECOMMENDED ACTION: MOTION to approve AB22-153, confirming as the 2023 Mayor Pro Tem.</p>				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
December 6, 2022				



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022	AB22-154
Ordinance Adopting the 2023-2024 Biennial Budget & 2023 Salary Schedule		Department/Committee/Individual	
		Mayor Rob McFarland	
		City Administrator – David Miller	
		City Attorney - Mike Kenyon/Lisa Marshall	
		City Clerk – Susie Oppedal	
		Administrative Services – Lisa Escobar	
		Community Development – Rebecca Deming	
Cost Impact: NA		Finance – Richard Gould	X
Fund Source: All		Public Works – Mark Rigos	
Timeline: Adoption 12/6/22, effective 1/1/23			
Attachments: Ordinance, Exhibits A-1, A-2 and B, Attachment A - Preliminary Budget			
<p>SUMMARY STATEMENT:</p> <p>The proposed 2023-2024 Draft Preliminary Biennial Budget was delivered to the City Council on October 3, 2022. The City Council discussed the Preliminary 2023-2024 Budget at a Budget Workshop on October 11, 2022. The proposed 2023-2024 Preliminary Biennial Budget was delivered to the City Council on November 14, 2022. A Public Hearing was held on November 1, 2022, to receive comments regarding the proposed budget. The City Council deliberated on the proposed budget following the public hearing. Council comments and direction were incorporated into the 2023-2024 Preliminary Biennial Budget Ordinance. A second Public Hearing was held on November 15, 2022, in conjunction with the first reading of the budget ordinance. Mayor McFarland communicated highlights of the 2023-2024 Budget with his Mayor's Budget Message prior to the public hearing. Adoption of the budget ordinance is scheduled for tonight's meeting.</p> <p>The 2023-2024 Biennial Budget is consistent with Council direction and complies with state law and City financial policies. The proposed expenditures are balanced against revenue & resource estimates for each of the City's funds. The City's 10% Reserve in the General Fund is also maintained.</p> <p>This budget includes property tax revenues with the 1% statutorily allowed increase over the 2022 levy amount. The budget will be amended as needed prior to adoption to reflect Council action taken regarding property tax levies.</p> <p>Decision Cards were discussed and agreed upon as part of this budget process at a Budget Workshop held on November 8th. The Finance Director then implemented the financial adjustments into the draft preliminary budget and presented it to the Mayor, Council and public on November 21st.</p> <p>Per RCW Chapter 36.40.250 pertaining to biennial budgets, the City Council will be able to review and modify the 2024 budgeted revenues and expenditures as part of a mid-biennium modification that will occur in the fall of 2023. Additionally, Council will continue to review and approve budget amendments throughout the biennium.</p> <p>When the final 2023-2024 Budget document is compiled, it will be published on the City's website and a copy will be available at the front counter at City Hall.</p>			
APPLICABLE BRAND GUIDELINES: Economic Vitality/Balanced Budget			
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed at the City Council workshop on October 11, 2022 and the November 1 and November 15, 2022, City Council meetings.			

City Council Agenda Bill

RECOMMENDED ACTION: MOTION to approve AB22-154, an ordinance adopting the 2023-2024 Biennial Budget and the 2023 Salary Schedule, as a final reading.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 1, 2022	Public Hearing Only	
November 15, 2022	Passed in 1 st Reading	7-0
December 6, 2022		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING THE 2023-2024 BIENNIAL BUDGET AND SALARY SCHEDULE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, State law requires the City to adopt a budget and provides procedures for the filing of estimates, a preliminary budget, public hearings, and final fixing of the budget; and

WHEREAS, the City Council of the City of North Bend adopted Ordinance 1528 on May 20, 2014 establishing a biennial budget process in accordance with the provisions of RCW Chapter 35A.34; and

WHEREAS, the City Council has stipulated that the biennial budget will be implemented as two one-year financial plans, that actual expenditures in the first year may not exceed the first year plan appropriations, that second year plan appropriations shall only be expended in the second year, and that any appropriation changes will require City Council approval; and

WHEREAS, a preliminary biennial budget for the fiscal years 2023-2024 has been prepared and filed, public hearings were held on November 1, 2022 and November 15, 2022 for the purposes of fixing the final budget, and the City Council has deliberated and has made adjustments and changes deemed necessary and proper; and

WHEREAS, the City Council now wishes to adopt by reference, in accordance with RCW 35A.34.120, a final budget which provides for totals of estimated revenues and appropriations for each separate fund and the aggregate totals for all such funds combined; and

WHEREAS, the City Council also desires to adopt a Salary Schedule for 2023;

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

Section 1. 2023-2024 Biennial Budget Adoption. The Biennial Budget for the City of North Bend, a copy of which is on file with the City Clerk, is hereby adopted by the City Council as the revenue and expenditure authority for the 2023-2024 biennium. Set forth in summary form in Exhibits A-1 and A-2 (2023 and 2024 Annual Budgets) are the totals of the estimated revenues and expenditures for each separate fund and the aggregate totals for all such funds combined.

Section 2. 2023 Salary Schedule Adoption. The City Council hereby adopts the 2023 Salary Schedule as shown in Exhibit B. 2024 Salary Schedules will be adopted as part of the Mid-Biennium Modification.

Section 3. Submittal. The City Clerk and/or Finance Director are directed to transmit a certified copy of this ordinance and the final 2023-2024 Biennial Budget Document to the Division of Municipal Corporations of the Office of the State Auditor and to the Association of Washington Cities.

Section 4. 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 5. 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, 2023.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF DECEMBER, 2022.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective: January 1, 2023

Susie Oppedal, City Clerk

EXHIBIT A-1
2023 ANNUAL BUDGET

Fund	Fund Name	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
001	General Fund	\$ 4,800,379	\$ 11,030,124	\$ 10,984,052	\$ 4,846,452
101	Street Operations Fund	\$ -	919,207	911,500	\$ 7,706
102	Capital Streets Fund	\$ -	431,483	419,915	\$ 11,568
103	Streets Overlay Fund	\$ 799,979	535,120	897,779	\$ 437,320
106	Impact Fees & Mitigation Fund	\$ 11,796,044	4,191,030	3,148,713	\$ 12,838,361
107	Hotel/Motel Tax Fund	\$ 55,861	15,000	-	\$ 70,861
108	Economic Development Fund	\$ -	255,400	246,571	\$ 8,829
116	Park Improvement Fund	\$ 427,135	162,403	325,000	\$ 264,539
117	Park Maintenance Reserve Fund	\$ 40,290	10,680	-	\$ 50,970
125	Development Projects Fund	\$ 651,195	500,000	248,560	\$ 902,635
130	ARPA Fiscal Recovery	\$ 1,759,057	-	846,000	\$ 913,057
190	Transportation Benefit District Fund	\$ 2,205,234	654,151	275,000	\$ 2,584,385
216	2011 Fire Station Bond Fund	\$ -	191,926	149,660	\$ 42,266
217	2012 LTGO (TBD) Bond Fund	\$ 2,569	-		\$ 2,569
218	2015 LTGO Bond Fund	\$ (0)	200,000	191,769	\$ 8,231
220	2018 LTGO Bond Fund	\$ -	246,000	245,350	\$ 650
310	Municipal Projects Fund	\$ 16,519	8,396,285	6,575,000	\$ 1,837,804
320	Capital Improvements (REET) Fund	\$ 4,292,799	1,857,360	621,000	\$ 5,529,159
401	Water Utility Fund	\$ 3,400,600	3,476,096	4,772,783	\$ 2,103,913
402	Sewer Utility Fund	\$ 25,353,548	5,529,288	15,478,116	\$ 15,404,720
404	Storm Drainage Utility Fund	\$ 2,591,354	1,054,357	1,589,929	\$ 2,055,783
404	Flood Operations Fund	\$ 475,701	203,056	349,999	\$ 328,758
405	Solid Waste & Recycling Fund	\$ 537,422	113,352	109,496	\$ 541,278
451	ULID #6 Bond Redemption Fund	\$ 1,526,540	871,923	923,552	\$ 1,474,912
452	ULID #6 Bond Reserve Fund	\$ -	-	-	\$ -
501	Equipment Operating Fund	\$ 50,000	378,042	329,134	\$ 98,908
501	Technology Operating Fund	\$ 50,000	426,710	449,374	\$ 27,336
502	Equipment Reserve Fund	\$ 1,600,132	110,540	610,000	\$ 1,100,672
502	Technology Reserve Fund	\$ 252,395	44,400	33,180	\$ 263,615
GRAND TOTAL:		\$ 62,684,754	\$ 41,803,933	\$ 50,731,432	\$ 53,757,255

EXHIBIT A-2
2024 ANNUAL BUDGET

Fund	Fund Name	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
001	General Fund	\$ 4,846,452	\$ 11,252,634	\$ 11,427,540	\$ 4,671,545
101	Street Operations Fund	\$ 7,706	951,725	957,075	\$ 2,356
102	Capital Streets Fund	\$ 11,568	365,793	226,589	\$ 150,772
103	Streets Overlay Fund	\$ 437,320	548,775	918,918	\$ 67,177
106	Impact Fees & Mitigation Fund	\$ 12,838,361	4,358,671	3,043,649	\$ 14,153,384
107	Hotel/Motel Tax Fund	\$ 70,861	15,600	-	\$ 86,461
108	Economic Development Fund	\$ 8,829	268,066	258,421	\$ 18,474
116	Park Improvement Fund	\$ 264,539	168,900	-	\$ 433,438
117	Park Maintenance Reserve Fund	\$ 50,970	11,107	-	\$ 62,077
125	Development Projects Fund	\$ 902,635	520,000	258,502	\$ 1,164,132
130	ARPA Fiscal Recovery	\$ 913,057	-	700,000	\$ 213,057
190	Transportation Benefit District Fund	\$ 2,584,385	680,317	275,000	\$ 2,989,702
216	2011 Fire Station Bond Fund	\$ 42,266	199,603	149,660	\$ 92,210
217	2012 LTGO (TBD) Bond Fund	\$ 2,569	-	-	\$ 2,569
218	2015 LTGO Bond Fund	\$ 8,231	202,500	191,769	\$ 18,962
219	2016 LTGO (LOC) Bond Fund	\$ -	-	-	\$ -
220	2018 LTGO Bond Fund	\$ 650	246,000	245,350	\$ 1,300
310	Municipal Projects Fund	\$ 1,837,804	11,169,094	10,275,000	\$ 2,731,898
320	Capital Improvements (REET) Fund	\$ 5,529,159	1,567,654	546,000	\$ 6,550,814
401	Water Utility Fund	\$ 2,103,913	4,270,803	5,141,436	\$ 1,233,280
402	Sewer Utility Fund	\$ 15,404,720	5,807,999	6,898,929	\$ 14,313,790
404	Storm Drainage Utility Fund	\$ 2,055,783	3,059,719	3,489,863	\$ 1,625,639
404	Flood Operations Fund	\$ 328,758	214,141	366,264	\$ 176,634
405	Solid Waste & Recycling Fund	\$ 541,278	117,886	114,895	\$ 544,269
451	ULID #6 Bond Redemption Fund	\$ 1,474,912	906,800	969,730	\$ 1,411,982
452	ULID #6 Bond Reserve Fund	\$ -	-	-	\$ -
501	Equipment Operating Fund	\$ 98,908	396,944	345,340	\$ 150,512
501	Technology Operating Fund	\$ 27,336	448,046	470,842	\$ 4,540
502	Equipment Reserve Fund	\$ 1,100,672	116,031	-	\$ 1,216,703
502	Technology Reserve Fund	\$ 263,615	46,611	34,839	\$ 275,387
GRAND TOTAL:		\$ 53,757,255	\$ 47,911,420	\$ 47,305,612	\$ 54,363,063

EXHIBIT B

2023 Salary Ranges

Position Title	Monthly Salary Range		FTEs
	Low	High	
Mayor and Council			
Mayor	4,000	N/A	1 Elected
Council Member	550	N/A	7 Elected
Management (Exempt)			
City Administrator	14,116	17,501	1.00
Deputy City Administrator	12,987	16,081	1.00
City Attorney	12,647	15,752	0.00
Community & Economic Development Director	11,858	15,244	1.00
Finance Director	11,858	15,244	1.00
Public Works Director	11,858	15,244	1.00
Administrative Services Director	10,336	14,116	1.00
Deputy Public Works Director	10,336	14,116	1.00
IT Manager	10,336	14,116	1.00
City Engineer	10,271	13,154	1.00
Capital Projects/Grants Manager	9,661	12,798	1.00
PW Operations Manager	9,007	10,442	0.00
Building Official	8,807	11,286	1.00
Deputy Finance Director	8,807	11,286	0.00
Development Review Manager	8,370	11,124	0.00
PW Project Manager	8,370	11,124	1.00
SCADA Supervisor	8,273	10,606	1.00
Wastewater Treatment Plant Manager	8,273	10,606	1.00
Water Operations Manager	8,273	10,606	1.00
Economic Development Manager	8,051	10,114	1.00
City Clerk	7,976	10,071	1.00
Accounting Operations Manager	7,733	9,823	1.00
Communications Manager/PIO	7,123	9,364	1.00
Senior Financial Analyst	7,112	9,034	0.00
HR Assistant/Emergency Management Coordinator	6,286	8,176	1.00
Public Works Bargaining Unit			
Senior Lead Technician	7,403	9,007	1.00
Lead Parks Technician	6,627	8,062	0.00
Lead Streets Technician	6,627	8,062	1.00
Lead Water System Operator	6,627	8,062	1.00
Lead WWTP Operator	6,627	8,062	1.00
Wastewater Treatment Plant Operator II	6,274	7,633	0.00
Water System Operator	6,168	7,504	3.00
Mechanic	6,016	7,319	1.00
Wastewater Treatment Plant Operator I	5,835	7,099	4.00
Maintenance Worker	5,624	6,842	6.00
Wastewater Treatment Plant Operator-in-Training	5,424	6,599	0.00
Maintenance Worker - Entry	5,435		0.00
Maintenance (Seasonal)	\$15.65/hr	\$19.44/hr	
Professional, Technical, Clerical Bargaining Unit			
Principal Planner	8,230	10,012	1.00
Senior Planner	7,873	9,579	2.00
Senior Long Range Planner/2-year term	7,873	9,579	0.00
Senior GIS Analyst	7,130	9,743	1.00
PW Cotntract Specialist / Office Coordinator	6,800	7,800	1.00
GIS Analyst	6,638	8,340	0.00
Building Inspector	6,734	8,193	1.00
Public Works Infrastructure Inspector	6,734	8,193	1.00
Associate Planner	6,663	8,106	0.00
Long Range Planner/2-year term	6,663	8,106	0.00
Mapping CAD Technician	6,501	7,909	0.00
Staff Accountant	6,397	7,784	2.00
Deputy City Clerk	6,396	7,781	1.00
Records Coordinator	6,231	7,581	0.00
Special Events & Visitor Information Coordinator	6,130	7,458	0.00
Payroll Officer	6,079	7,397	0.00
Office Coordinator / Permit Technician	5,769	7,020	1.00
Permit Tech / Planning Assistant	5,769	7,020	1.00
Public Works Office Coordinator	5,769	7,020	0.00
Accounting Assistant II	5,662	6,889	0.00
Business License & Tax Coordinator	5,662	6,889	0.00
Utilities Coordinator	5,662	6,889	1.00
Administrative Assistant	4,953	6,025	0.00
Accounting Assistant I	4,866	5,921	1.00
Total FTEs			52.00

ATTACHMENT - A

2023 Human Services/Community Organization Requests						
	2020 Funded	2021 Funded	2022 Funded	2023 Request	Recommendation	Council Approved
Boxley Music Fund (Jazz Clubs NW)	\$ 3,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
Eastside Baby Corner	750	1,500	2,000	2,500	2,500	2,500
Empower Youth (SVCN)	3,000	15,000	15,000	25,000	25,000	20,000
Encompass	13,000	20,000	20,000	30,000	30,000	25,000
Friends of the Trail	6,000	6,000	6,000	6,000	6,500	6,500
Friends of Youth	3,000	3,000	5,000	10,000	10,000	10,000
Mamma's Hands			15,000	15,000	15,000	15,000
Mt Si Senior Center	37,500	37,500	37,500	50,000	50,000	50,000
Si View Community Foundation				5,000		5,000
Snoqualmie Valley Food Bank	22,000	30,000	35,000	40,000	40,000	40,000
Snoqualmie Valley Little League				25,000		
Snoqualmie Valley Shelter Services	4,500	4,500	20,000	20,000	20,000	20,000
Snoqualmie Valley Youth Activity Center				20,000		
Supportive Community For All				10,000		
Trail Youth	3,500	3,500	5,000	10,000	6,000	7,500
Total Requested/Recommended	\$ 96,750	\$ 128,500	\$ 168,000	\$ 276,000	\$ 212,500	\$ 209,000
Human Services Reserve Fund					\$ 50,000.00	
Total of Funding	\$ 96,750	\$ 128,500	\$ 168,000	\$ 276,000	\$ 262,500	\$ 209,000

Community Organization Funding in Base Budget						
Meadowbrook Farm	10,000	10,000	25,000	\$ 30,000	\$25,000	\$25,000
Sno Valley Historical Museum	3,000	5,000	5,000	20,000	\$15,000	\$15,000
Total of Funding	\$ 13,000	\$ 15,000	\$ 30,000	\$50,000	\$40,000	\$ 40,000

Grand Total	\$109,750	\$143,500	\$198,000	\$326,000	\$302,500	\$249,000
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New Request

City of North Bend, Washington 2023-2024 Preliminary Biennial Budget





Mayor

Rob McFarland

North Bend City Council

Jonathan Rosen, Mayor Pro Tem

Brenden Elwood

Alan Gothelf

Heather Koellen

Ross Loudenback

Mark Joselyn

Mary Miller

North Bend Appointed Officials

David Miller, City Administrator

Michael Kenyon, City Attorney

Mark Rigos, Deputy City Administrator/Public Works Director

Richard Finance Director

Rebecca Deming, Community & Economic Development Director

Lisa Escobar Administrative Services Director

Susie Oppedal, City Clerk

Planning Commission

Suzan Torguson – Chair

Economic Development Commission

Martin Maisonpierre – Chair

Parks Commission

Minna Rudd - Chair



Elected Officials



Mayor Rob McFarland



Councilmember Jonathan Rosen



Councilmember Alan Gothelf



Councilmember Heather Koellen



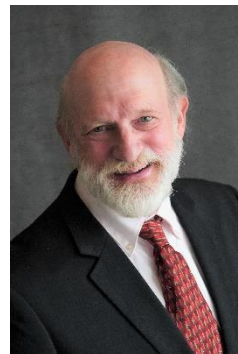
Councilmember Ross Loudenback



Councilmember Brenden Elwood



Councilmember Mary Miller



Councilmember Mark Joselyn

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MISSION STATEMENT

The mission of the City of North Bend is to create a highly livable community by working in partnership with its citizens to blend and balance the following principles:

- ♦ Provide high levels of police, fire and emergency medical services
- ♦ Build and maintain healthy infrastructure
- ♦ Deliver quality public services
- ♦ Encourage a strong local economy
- ♦ Preserve the small town character of the community

VISION STATEMENT

The vision the residents of North Bend put forth is one of preservation and enhancement.

The community of North Bend wants to preserve its natural beauty and small town scale. The residents of the community also have a desire for enhancing the existing built environment of the downtown, the riverfront and community parks, new and existing residential neighborhoods and the community's gateways.

BRAND STATEMENT

We are a highly livable small town that is the premiere outdoor recreation destination in the Puget Sound region.

BRAND TAGLINE

Easy to Reach...Hard to Leave



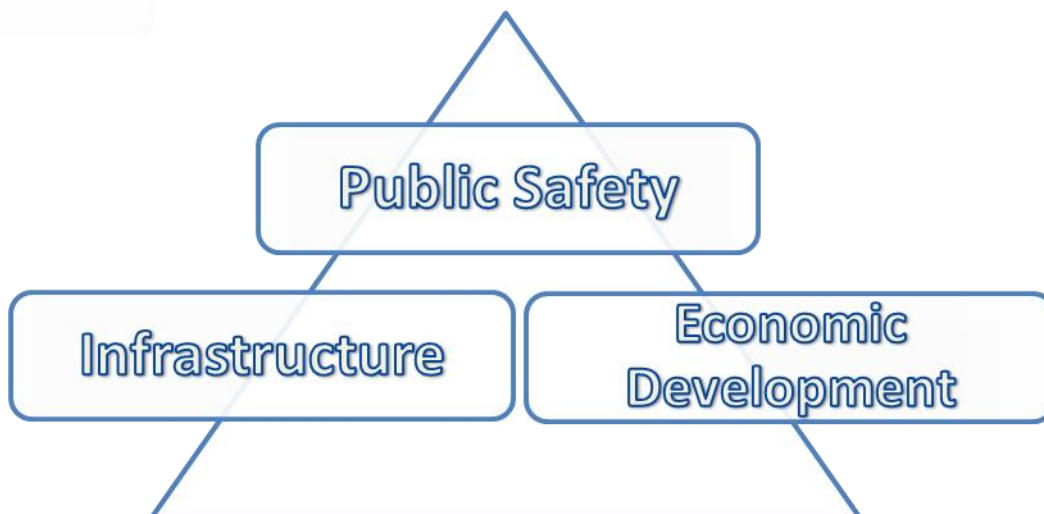
City Overview

The City of North Bend is a highly livable small town that is the premier outdoor recreation destination in the Puget Sound region. Located at the foothills of the Cascade Mountains just 30 miles east of Seattle, the City offers friendly, small-town charm and natural beauty. North Bend is home to over 7,900 residents and features both a historic downtown “main street” featuring local retail and restaurants and a freeway-oriented commercial district which includes a large factory outlet mall.

North Bend is one of the most pristine areas in the Pacific Northwest, with spectacular scenery, snow-capped mountains, local lakes and parks, and preserved open spaces. Our City offers something for everyone including family friendly music and arts events, extensive hiking and biking trails, natural recreational areas, and popular tourist spots made famous in the television series Twin Peaks. There are unlimited opportunities for hiking, skiing, climbing, biking and white-water river kayaking, including the most famous and popular hike in Washington State, the Mount Si Trail, boasting impressive views with an elevation gain of over 4,000 feet.

Incorporated in 1909, North Bend operates under the Mayor-Council form of government with the 7 Councilmembers serving as the legislative body, the elected Mayor serving as the chief executive officer and a City Administrator who provides oversight of daily City operations. The City has approximately 52 employees who provide administrative, finance, building inspections, engineering, planning and zoning, code enforcement, parks and special events, streets maintenance, emergency management, economic development, communications and human resources services. The City operates water, sewer and stormwater utilities, contracts with the City of Snoqualmie to provide police services, and partners with Eastside Fire and Rescue for fire services.

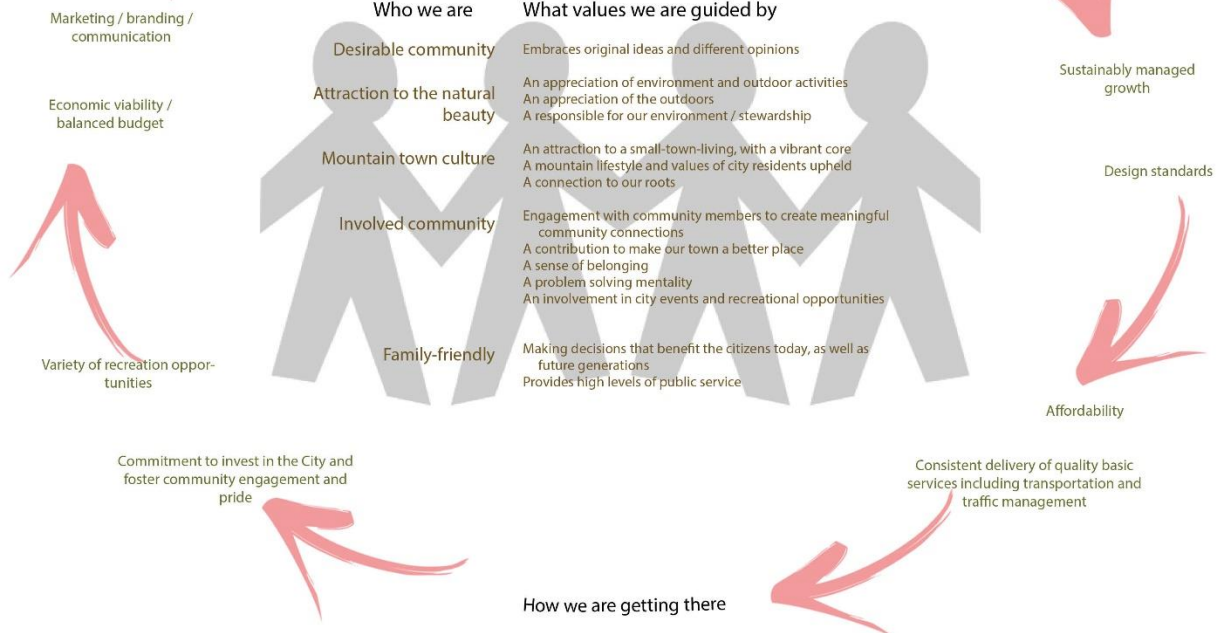
City of North Bend Priorities

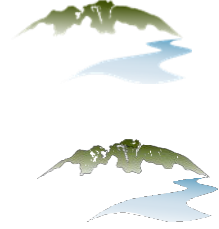




Brand Statement:
We are a highly livable small town that is the premier outdoor recreation destination in the Puget Sound region.

Tag Line:
Easy to reach,
hard to leave.





Mayor's 2023-2024 Biennial Budget Message

I am pleased to present to you the 2023 – 2024 biennial budget for the City of North Bend. This balanced budget reflects community priorities, infrastructure maintenance and city-wide improvements as determined by your City Council.

In addressing the priorities of the community, this budget includes multiple on-going and new infrastructure improvements to serve our residents and businesses well into the future. We are making these investments in a positive and fiscally prudent way.

We enter this new biennial budget cycle during a period of high inflation and with the very real potential for a recession on the horizon. The City's tradition of fiscal conservatism will continue as Council recognizes it is a necessary aspect of providing for fiscally sustainable and sound city operations. On adoption, this budget formalizes the policy direction set by Council for all City government department programs and services while ensuring the best financial decisions for our community.

While addressing recent and future needs, this budget also continues to address significant gaps from, in some cases, 50+ years of deferred maintenance and upgrades. Your Council continues to work diligently to accomplish goals, requirements and community enhancements put into place by past policy decisions that build upon each other to guide both our near- and long-term commitments. An overriding theme is one that honors our commitment to maintain our small-town character while enhancing the quality of life for all residents. We do this by completing projects that move our community forward through investments in critical infrastructure and by supporting business and economic development. The balance of fiscal sustainability and investment ensures a healthy future for our city.

Operations: A strong team at work for you.

Looking back at the extraordinary shift all of us made during the covid pandemic, it is no surprise that we are still working to hone our new skills as we adapt to innovative technology, and City Hall is no exception. It is now equipped with:

- Two meeting rooms infused with hybrid technology, allowing for virtual meetings and generally seamless online connectivity.
- City staff and Council key card identification access at entry points providing a safer, more transparent use of City Hall while maintaining public access during hours of operation.
- Added security cameras for monitoring and documenting activity.

Our work in this regard is not done. The unique setting of Council Chambers requires technological sophistication at a higher level for improved reliability supporting hybrid connectivity. We intend to continue refining this in the coming year. Another significant technology upgrade in 2023 will be to implement new financial software that will benefit citizens in bill payment, enable better financial reporting and improved management of enterprise funds; all while gaining staff time efficiencies. Our city has grown in citizens and needs these past 10 years, and this necessitates changes to how we deliver services and meet growing expectations of our residents. This budget is designed to keep pace with these changes. Council made the sound decision to invest in personnel that will help us achieve community goals within available resources.

Like you, City staff pivoted throughout the pandemic, and with that, we were presented with opportunities to strengthen our employee satisfaction and retention. Changes and a few additions have occurred in all city departments including public works, finance, planning and administrative services. I continue to believe we have the best professionals devoted to a community bare none and we will continue to support and celebrate the personnel who serve our community.

Public safety continues to be a top priority for the City. Nearly 42% of the City's 11+ million-dollar

General Fund budget is allocated to public safety services. Nationally, police agencies have been struggling with recruitment, and our department is no exception. I am happy to report that, while staffing levels are still not optimum, they are steadily increasing, and we believe we will be back to full strength this coming year. Our current contract for police services provides for an annual 5% increase in the cost for services and full staffing of eight officers. Our maximum cost for 2023 is expected to be ~\$2.3m and ~\$2.43 in 2024. And we continue to be supported by East Side Fire and Rescue where our local station has 6 emergency service personnel manning each 8 hour shift at an annual cost of \$1.32m for 2023 and \$1.39m for 2024

Social Services: Improving your family, friends, and neighbors' quality of life.

Council recognizes that a healthy community is one that supports physical health and importantly, one that provides for the nurturing and funding of mental health resources. Human support services for seniors, youth and all adults have been one of the hardest hit areas these past few years as they ramped up to meet covid driven needs that will continue to impact operations for years to come. Your Council responded by increasing support through the budget for our Human Services grants last year by 38% and an additional 33% this year in recognition of the huge increased strain the pandemic has put on our residents. This Biennial Budget will provide \$306K in 2023 and will make another allocation for 2024 after receiving grant requests in late 2023.

Since the last biennial budget, we, like our own businesses and nonprofit organizations, have worked tirelessly through the covid pandemic. In 2020, we received Coronavirus Aid, Relief, and Economic Security (CARES) funds. City Council authorized the City to distribute funds to local businesses and nonprofits.

This year, we are working with additional federal aid – American Rescue Plan Act (ARPA) – concentrating \$1.6 million on supporting our community's social service needs, investing in economic development/tourism, and public facility improvements for City-related services.

Also of note, the cities of North Bend and Snoqualmie were successful in hiring a Behavioral Health Specialist thanks, in part, to a grant championed by Washington State 5th District Representative Lisa Callan, along with follow-on funding by both Councils. This position specializes in the treatment of mental health and substance use disorders and will now be at work for you in both cities through the coming biennium.

Infrastructure: Reliable essential services.

By the end of 2022, the City will have made significant progress toward completion of the Wastewater Treatment Plant (WWTP) High Priority Improvements. It is important to note that WWTP improvements are largely paid for by local development projects and remaining costs are paid for via user fees. The WWTP is anticipated to be completed within this next biennium and bring much needed safety and redundancy improvements for our community and our environment.

The updated plant will be prepared to accept new source capacity such as the Meadowbrook Sewer Utility Local Improvement District (ULID), located in the western portion of city limits, as well as potential conversion of older septic neighborhoods, should they choose to move from less environmentally sustainable septic systems.

Your City leaders are committed to connectivity and safety of all residents and it shows in our ongoing transportation improvement projects. Two of note are adding sidewalks and crosswalks through the Sidewalk Gap program and fixing aging existing walkways through the Sidewalk Replacement program. Examples from just this past year included:

- Second Street between Ballarat Avenue and Bendigo/202
- North Bend Way near Rio Bravo & the crosswalk at Snoqualmie Valley Trail
- Tanner Trail extension
- Forster Woods neighborhood
- Downtown North Bend, along North Bend Way and Bendigo

Transportation is changing in North Bend, and with that so is the ease with which you get around town. With fewer conflict points, reduced maintenance cost, increased viewshed, and decreased



vehicle pollution, roundabout creation continues.

This City Council continues in its commitment to guide our community to do our part in protecting the health of the Snoqualmie River. Conserving water resources in North Bend takes many forms. One of those is eliminating leaks in the system.

In 2014 the City committed to replacing what was then 14.5 miles of old, asbestos concrete water mains. To date, we've replaced over 4.7 miles and system water loss is dramatically decreasing now that the 6th Street line in the Silver Creek neighborhood and the 2nd Street line are complete. Next up is Picket Avenue.

And, we have replaced approximately 60% of customer water meters via a program begun in 2020. We anticipate completing replacement by the end of 2023. These two large budget projects, together with our Water Conservation Ordinance and Saving Water Partnership program, make North Bend one of the most water-conscience communities in the state.

Community and economic development: Being a highly livable small town.

City Council recognizes the crucial need in the Snoqualmie Valley for diverse housing options.

Working, living, and playing in North Bend requires a robust diversity of housing choices and a strong local job market.

Last year, the City was honored with the Smart Project Award for the adoption of form-based code for its Downtown Commercial zone. This code serves as a land development regulation that fosters predictable built results and a high-quality public realm by using physical form rather than separation of uses as its organizing principle. Form-based code will be applied as we move through this next biennium and will help to ensure future redevelopment fits the character of our community while providing more housing options. Thoughtful policies such as this work to balance the need for jobs, services, and housing while adhering to Growth Management Act mandates.

We expect two affordable housing projects will reach completion during the coming biennium including Tyler Town, a Habitat for Humanity community with seven townhomes offered at as much as 30% below market rate. And the River Run Apartments, a multi-family housing development, will have 28 of its 128 apartments designated for households earning 80% or less of the County's AMI.

Additional diverse housing coming available this year includes 28 townhomes in our downtown and the 212 Cedar River multifamily housing project which includes a four-acre city park connected to Tanner Landing Park, providing direct access to the Middle Fork Snoqualmie River.

And you can be sure that we are continually looking into new ideas and options for improving attainable housing options for our community in the coming years.

Since 2009, the City budget has benefitted by growing revenues to keep pace with corresponding increased expenditures. We've seen Real Estate Excise Tax (REET), sales tax revenue (significantly higher than projected during the 2023-2024 biennium), and even Business and Occupation (B&O) taxes all exceed original budget projections. Strong revenues have made possible the ability to meet growing costs and staffing to serve our growing community.

Of note, single family home development has slowed down dramatically and that will continue as we move through this next biennium. Nearly all approved subdivisions are complete or nearly so. And while I mentioned several multifamily homes now underway, those two will be complete within a few years and no other significant projects are currently in the works. It is reasonable to say the rapid home building cycle of the past decade is nearly over. This will result in reduced revenue from development sources, and we are planning for that expectation.

Recreation opportunities

Park improvement projects are an integral part of our mountain town. This year Council approved the launch of the design phase for a wholly revamped downtown Taylor Park and the associated McClellan Street running along it. Council also approved a companion design effort for Riverfront Park on Bendigo/202 next to the bridge into downtown. Watch for opportunities to weigh in on the amenities and design coming soon. When complete, residents will have added connectivity to our downtown, more efficient parking along McClellan Street, and additional trails and riverfront amenities that were not previously available.

A new park is also on the horizon for North Bend. In partnership with Si View Metropolitan Park

District, the Tennant Trailhead Park will likely include a 45-stall parking lot, restroom and picnic facilities, and feature major additions to hiking and mountain bike trails throughout to include a connection to Snoqualmie Point Park and onto the broader Rattlesnake Mountain trail system. Construction is anticipated to commence in the summer of 2023.

Commercial development: Amenities and services for your community.

Council's continued focus on creating an attractive environment for new business adds exciting amenities to our highly livable community. While many have been noted this last year, such as the Wyndham Hotel, the Snoqualmie Valley Athletic Center and the Youth Activity Center (YAC), new business expected to break ground also includes Alpentel Logistics and the SeaCon Industrial facility, bringing new jobs to our community.

Forward planning and funding support.

I and Council, along with the City Commissioners and professional staff that support and advise us, are always looking ahead and planning for our community's future. It is how we both maintain our commitment to balanced fiscal responsibility, while also successfully delivering the services and amenities our residents expect. It is a policy commitment of Council to look forward in a strategic way and support a variety of research and studies to gain insight into that future. This past year and coming up, you will see the results of many planning efforts across multiple disciplines. Tasks in process or soon to launch within this next biennium include:

- An updated Comprehensive Plan is due for completion by the end of 2024. This document is the policy guide for nearly all we do and we are working chapter-by-chapter toward that update. Currently in review is the Transportation Element which will be followed by topics such as Housing and Parks. With input from many sectors, our Planning Commission is the lead advisor to Council on this.
- We are well into the development of an Economic Development Plan. The first of its kind for our city, the plan will answer to Council's request for a holistic plan that fosters sustainable investment, creates family wage jobs, and provides more goods, services, and amenities to better meet residents' needs. We expect this to be complete by 2023. Our Economic Development Commission is spearheading this plan.
- We are also nearing completion on a comprehensive Housing Needs Assessment/Housing Action Plan made possible by a state Department of Commerce grant. North Bend partnered with Carnation, Duvall, and Snoqualmie as community-minded cities coexisting in a valley that rely on one another's success and health. We agree that we should all share the responsibility for achieving an equitable distribution of diverse housing options. North Bend served as lead city for this \$135,000 grant project. The Housing Action Plan is anticipated complete by July 2023.

Finally, I want to bring special attention to our staff for their exemplary work in obtaining funding support for the city to meet our needs. We have well over \$7 million in grant commitments through this last biennium. You will see many of these projects begin in the near future. Grants serve as an incredible savings for residents, and they provide for new, exciting amenities and services.

- A \$350,000 grant called "Complete Streets". This grant provides for the design of the entire length of North Bend Way in regard to frontage use, beautification, lighting, accessibility, and connectivity.
- A \$30,000 Shoreline Master Program Guide (SMP) grant. The SMP is a series of shoreline planning efforts that will improve and streamline understanding between applicants and staff when SMP review is required.



- An \$800,000 King County River Corridors grant. Design work for the future left-bank levy setback along the South Fork Snoqualmie River providing additional flood mitigation and a shared-use trail connecting State Route 202 to North Bend Way west.
- A \$140,725 Cooperative Watershed Management grant toward habitat restoration along Ribary Creek and the left-bank of the South Fork Snoqualmie River in collaboration with the Mountains to Sound Greenway Trust.
- A \$1,596,081 State Route 202 and Mt. Si Boulevard grant awarded to design this intersection for better traffic flow, wayfinding to our downtown and improved access to the outlet mall.
- A \$930,000 King County grant for a State Route 202 and Fourth Avenue potential future Roundabout. This intersection improvement would enhance access and improve safety.
- A \$541,200 State Route 202 shared-use trail design grant for a trail and bridge along the north side of State Route 202 beginning at Fourth Avenue and extending west over the South Fork River that will connect to the existing trail system at Tollgate Farm Park.
- A \$1,125,000 grant for the South Fork Extension Road design. This design award is toward the bypass that will alleviate traffic congestion downtown at the intersection of State Route 202 and North Bend Way while creating a more pedestrian-friendly downtown historic district.
- A \$1,912,000 North Bend Way bridge revitalization grant. Funding will include replacing the old bridge deck on North Bend Way west with a new, long-lasting deck and repairing the under-structure.
- And finally, \$782,096 North Bend Way grind and overlay project grant from the South Fork Snoqualmie River crossing extending to the western city limits. Staff expect results to include roadway beautification and restriping lanes to compliment a new trail that will connect the downtown to Tollgate Farm Park.

Yes, we have a LOT going on and a lot more to come.

I am proud to serve as your Mayor. Being engaged in a positive way to give back to the community that is my home is a great honor. One of the most rewarding aspects is the opportunity to work in collaboration with our Council. When we best function as a team, are open to new ideas and progress. This is how we successfully find ways to enhance our community, while maintaining our small-town atmosphere. In very much that same vein, I thank our City staff and Commissioners for their dedication to working closely with Council to achieve the goals our vision calls for and our budgets always reflect.

As we continue to invest in the high-quality life that we cherish in North Bend, you can count on me and our Council to stay mindful of our fiscal limitations. That is what this budget reflects and what I am committed to executing with Council's approval. I am optimistic as we move forward into a new year, a new budget cycle, and my unwavering commitment to serve our highly livable small town.

Respectfully,
Mayor Rob McFarland
November 2022



Budget Overview

2023/2024 Preliminary Budget - Fund Financial Budget Overview

The methodologies used in preparing revenue and expenditure estimates, are comprised of **extrapolation**, which uses the prior 3 – 5 years of historical revenue data, **predictive**, which considers economic climate (inflation and recession) and finally **best practices** such as conservatism when calculating revenue.

For example, sales and use taxes have been growing at a rate of nearly 14% since 2018, with the removal of data from 2020, which was a covid-impacted outlier. We used 7% to reflect the possibility of a recession. Regarding estimating expenditures, we used flat percentages for operational increases and a different modifier for wages and benefits that are more in line with the inflationary impact (CPI). This way, management has more control over operational costs than on wages and benefits.

How the Biennial Budget is built starts with data from the 2022 budget and actual data through July. It includes:

- Running revenue and expenditure reports from the software with to-date July (financial data) and budget.
- Using the methodologies, building the 2023- and 2024-line-item budget (over 1300-line items (BARS Codes).
- Two meetings with department directors to review their areas of the budget and make any corrections or additions as needed.
- Preparing the higher level of the budget linking the 1300-line reports to dozens of other reports, which ties to the fund report.
- Analyzing the created reports and looking at any funds that are in distress. Making changes as appropriate and meeting with the Mayor and City Administrator. Making additional changes as necessary and sending the Proposed Preliminary Budget to the Council in October.
- Staff continues to make changes as more information and data become available. Budget Work Studies are held, and the City Council reviews the Preliminary Budget in November with the Mayor and staff.
- Final changes or adjustments are made. The Mayor completes his budget message.
- Two public hearings are held and the first reading is approved on November 15th.
- The Council will review the final budget for approval at the Council meeting on December 6th.



The following overview is on the Mayor's 2023/2024 Preliminary Biennial Budget.

This analysis is based upon the City of North Bend's funds using beginning fund resources to balance the budget which includes the general, special revenue, utility, and bond redemption funds. **The \$8.32M decrease in cash position when adjusted for the Sewer Wastewater Treatment Plant Phase II is closer to a net zero impact.** The transferring of funds and impacts of the economic climate (inflation and lower revenue rate growth) keep the fund balances from increasing over the next two years. Overall, the projected amount of fund reserves to be used in 2023-2024 is approximately \$8,321,691. The following includes the breakdown by fund:

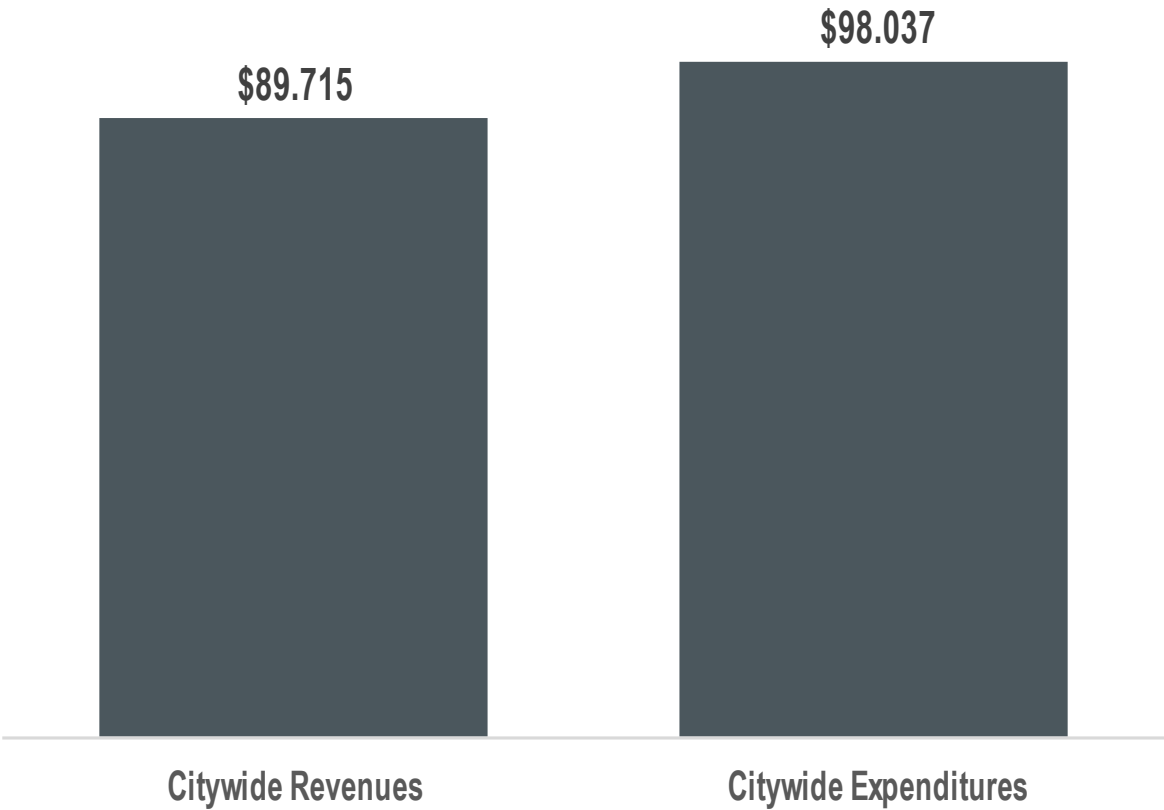
- The General Fund is projected to use (revenues less than expenditures) \$129K of the beginning fund balance brought forward into 2023. This is due to the following factors: (1) Inter-fund transfers of almost \$1.3M; (2) Inflation causing the increases in operational and wages and benefits to supersede the conservative revenue growth (projected); (3) an increase in Human Services of \$51K. Streets Overlay, a special revenue fund, will use over \$730K of the fund balance due to approximately \$1.7M in overlay preservation and road repair capital projects. Another special revenue fund that will experience a significant use of its fund balance is the ARPA fiscal recovery fund. Approved usage here is projected to be \$1.55M in this biennium in projects detailed in the Mayor's Biennial Budget message.
- The utility funds will see a decrease in fund balances \$14.5M this biennium. This is comprised of ongoing capital projects such as the Wastewater Treatment Plant Phase 2 (spending the \$25M revenue bond debt proceeds, received in 2021) and other infrastructure-related projects that will be completed. The impact of inflationary increased costs projected to surpass the 5.5% rate increase is a factor as well in the increased expenditures this biennium.
- The Equipment Reserve fund will use \$383K in replacing major equipment such as the road grader and covered equipment shed.

Overall, the cash balance of the City of North Bend will decrease by approximately \$8.3M. Considering that utilities capital projects are well over this amount we are projecting balanced if not modest increases to the majority of the City's funds in the next Biennium. The total budget for 2023 is projected at \$104.5M and \$101.7 in 2024.

Richard A. Gould
Finance Director



Overview of Proposed Citywide 2023-2024 Budget (\$M)



Budget Document

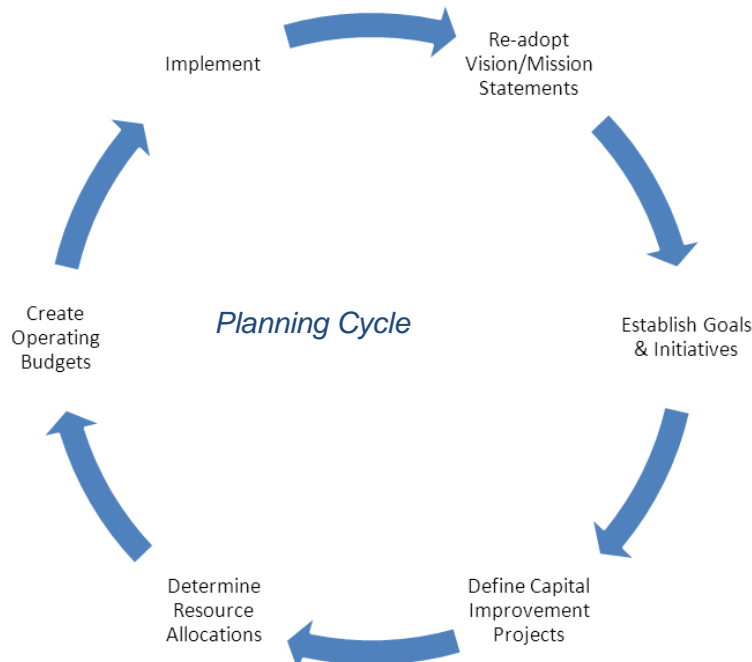
The budget document serves two distinct purposes:

- 1) to present the City Council and public with a clear picture of the services which the City provides, the cost of those services, and the policy decisions underlying the financial decisions; and
- 2) to provide City management with a financial and operating plan that guides the actions of the day-to-day activities to meet City Council goals and policy direction.

Budget Process

The City of North Bend prepares a biennial budget following the process and time limits that are required by State law in the Revised Code of Washington (RCW) 35A.34. By law the first year of the biennial budget must be an odd numbered year. Accordingly, the preparation of the biennial budget occurs in the preceding even-numbered year. In even-numbered years there is a mid-biennial review and modification per State law.

The City's budget process is a continuous cycle. The Mayor, City Council, and City staff work together to develop the budget. The City is required by law to balance its budget and therefore it must forecast the revenues it will receive and the expenditures it will incur for the upcoming biennium. While the budget is being created, all parties must make decisions on how to utilize the limited revenues that the City receives in order to produce the greatest benefit to its citizens. The budget is constantly monitored throughout the year to ensure it does not expend more than its available resources.





The City follows the budget calendar below in establishing its budget every other year. This budget calendar is in accordance with State law time limitations and is designed to allow the Council and public ample opportunity to understand and have input on the budget direction of the City for the next two years.

2023-2024 BUDGET PROCESS CALENDAR

SEPTEMBER

20th (Tuesday) (Regular Council Meeting)

- Motion approving 2023-2024 Budget Calendar

OCTOBER

3rd (Monday)

- 2021-2022 Preliminary Budget Estimates to City Council

11th (Tuesday)

- Budget Workshop #1 – Preliminary Budget Review
 - Human Services Grants
 - Budget Overview

25th (Tuesday)

- Budget Workshop (if needed)

NOVEMBER

2nd (Wednesday)

- Preliminary Budget & Budget Message to City Council and City Clerk (official budget filing per RCW)

3rd (Tuesday) (Regular Council Meeting)

- Public Hearing – 2023 Property Tax Levy
- 1st Reading - Ordinance Adopting 2023 Property Tax Levy
- Public Hearing – 2023-2024 Budget Ordinance

8th and/or 22nd (Tuesday)

- Budget Workshop – if needed

15th (Tuesday) (Regular Council Meeting)

- 2023-2024 Preliminary Budget Presentation
- Public Hearing – 2023-2024 Budget Ordinance
- Ordinance Adopting 2023 Property Tax Levy
- 1st Reading – 2023-2024 Budget Ordinance

DECEMBER

6th (Tuesday) (Regular Council Meeting)

- Council Adoption of 2023-2024 Biennial Budget Ordinance



The budget, as adopted, constitutes the legal authority for expenditures. The City's budget is adopted at the fund level so that expenditures may not legally exceed appropriations at that level of detail. Transfers or revisions within funds are allowed; however, any revisions that alter the total expenditures of a fund, or that affect the number of authorized employee positions or salary ranges must be approved by the City Council.

The budget is constantly monitored throughout the year to determine whether the city is spending more or less than its revenues. The City then makes adjustments to its spending in order to ensure that at the end of each year the budget is in balance.

Any budget amendments made during the year are adopted by City Council ordinance. These amendments allow for necessary adjustments to the budget that could not have been planned for during the normal budgeting process. Typical amendments include administrative adjustments, carry-forward appropriations resulting from projects that were not completed at year end, and new grant revenues awarded after the budget adoption.

Explanation of Accounting Basis and Budgeting

Basis of Presentation – Fund Accounting

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The City uses 26 separate funds. Each fund has a specific role and responsibility. Each fund is accounted for with a separate set of single-entry accounts that comprises its cash, investments, revenues, and expenditures, as appropriate. Revenues and expenditures within each fund are closely monitored to ensure accuracy, accountability, and efficiency. The City's resources are allocated to and accounted for in individual funds depending on their intended purpose.

With the exception of the General Fund, money within each fund cannot be used in other funds. Many of the revenues received in each fund are restricted in use by law and/or by legislative action. Funds may make interfund loans to other funds. However, any interfund loan must be paid back based on a predetermined schedule and must pay prevailing interest rates (usually the interest rate earned through the Local Government Investment Pool). The General Fund can make transfers to other funds if money is available.



The following are the fund types used by the City of North Bend:

Governmental Fund Types

Governmental funds are used to account for activities typically associated with state and local government operations. There are four governmental fund types used by the City of North Bend:

General Fund

This fund is the primary fund of the City of North Bend. It accounts for all financial resources except those required or elected to be accounted for in another fund. It is used to meet the basic services that your local government provides. The General Fund covers Police, Fire, Parks and Recreation, Development Services, Legal, Judicial and Financial Services, and General Administration. Major revenue sources include taxes, fees, licenses and permits, and intergovernmental revenues (Federal, State and County).

Special Revenues Funds

These funds account for revenues that are legally restricted or designated to finance particular activities. The **Street Operations Fund** is a Special Revenue Fund. Gas taxes are collected into the Street Fund and must be used for the maintenance of our streets, sidewalks, and trails. Other Special Revenue funds include the **Capital Streets Fund, Streets Overlay Fund, Impact Fees & Mitigation Fund, Hotel/Motel Tax Fund, Economic Development Fund, Park Capital Improvement Fund, Parks Maintenance Reserve Fund, Development Projects (CED) Fund**, and the **Transportation Benefit District Fund**.

Debt Service Funds

These funds account for financial resources which are designated for the retirement of debt. The City's Debt Service Funds are the **2011 Fire Station Bond Redemption Fund, 2012 LTGO (TBD) Bond Redemption Fund, 2015 LTGO Refunding Bond Fund**, and the **2018 LTGO Bond Fund**.

Capital Projects Fund

These funds account for financial resources which are designated for the acquisition or construction of general government capital projects (other than those financed by proprietary funds, special assessment funds, and trust funds). The City has a **Municipal Projects Fund** and a **Capital Improvement (REET) Fund**. A portion of the revenues received into the Capital Improvement fund (such as Real Estate Excise Taxes or REET) are restricted by law to be used for general capital improvements.



Proprietary Fund Types

Proprietary Funds are used to account for services to the general public where all or most of the costs, including depreciation, are to be financed or recovered from users of such services. There are two generic fund types in this category:

Enterprise Funds

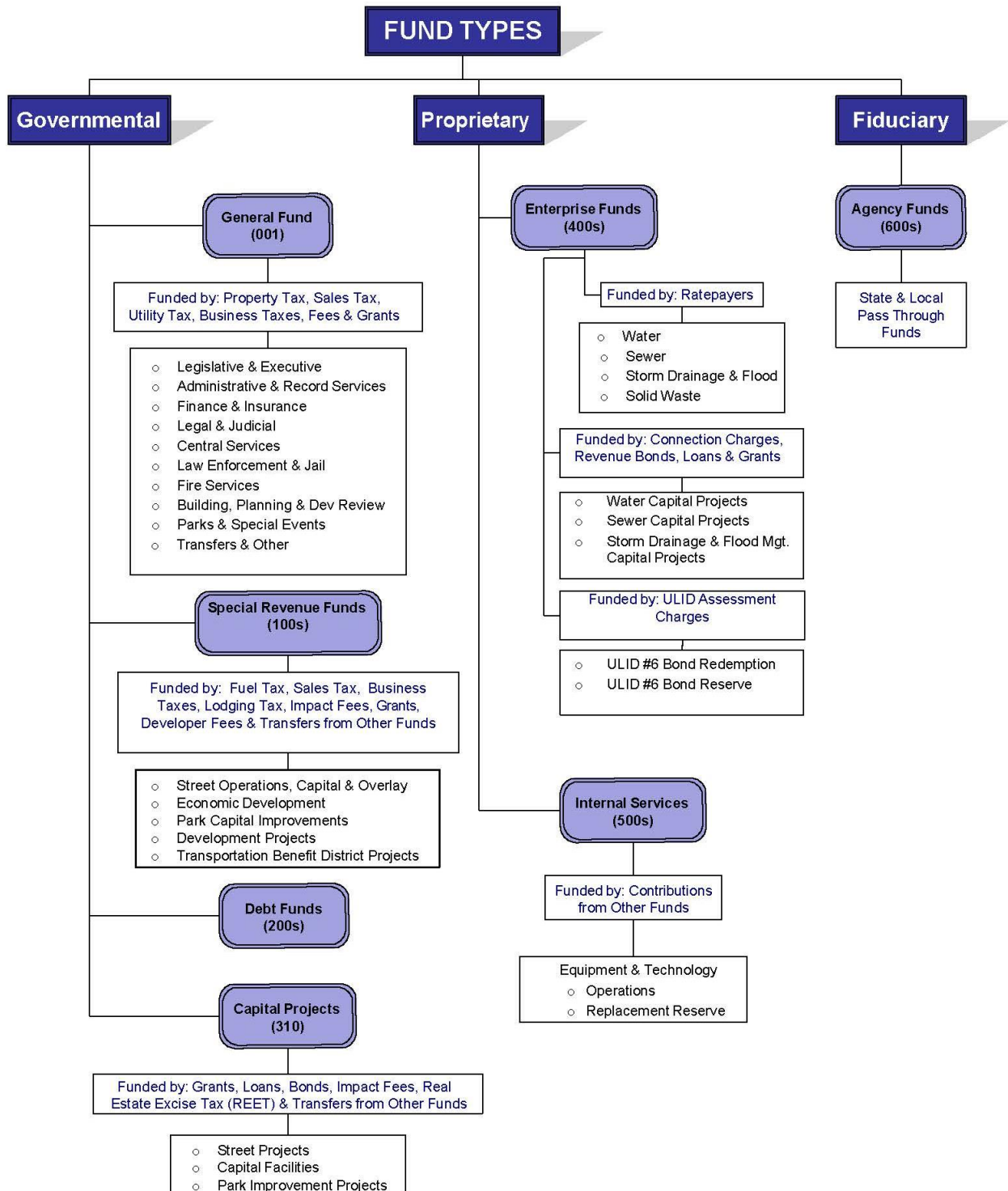
These funds account for operations that provide goods or services to the general public and are supported primarily by user charges. The **Water Utility Fund**, the **Sewer Utility Fund**, the **Storm Drainage & Flood Operations Fund**, the **Solid Waste & Recycling Operations Fund**, and the **ULID #6 Bond Redemption and Reserve Funds** are enterprise funds.

Internal Service Fund

These funds account for operations that provide goods or services to other departments or funds of the City on a cost-reimbursement basis. This fund category includes the **Equipment & Technology Operations Fund** and the **Equipment & Technology Reserve Fund**. The Equipment Operations and Reserve Funds account for the cost of maintaining and replacing all City vehicles and heavy equipment. Each department is charged operating and maintenance fees as well as replacement rates for the use of these assets. The Technology Operations and Reserve Funds are used to protect the City's current and future investment in computer equipment. Each department is charged a rate that covers the cost of repair and maintenance, replacement, and operation of the City's technology infrastructure.

Trust and Agency Funds

Trust and Agency Funds account for activities where the City acts as the fiscal agent. The City has one fund in this category – the **Treasurers Trust Fund**. This fund is not budgeted as part of the City's general budget.





Basis of Accounting

The City's basic accounting structure, including its chart of accounts and account coding format, is mandated by the Washington State Auditor's Budgeting, Accounting and Reporting System (BARS), and is enforced by the Office of the State Auditor through biennial audits. The basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements.

The City of North Bend uses a cash basis of accounting. Revenues are recognized only when cash is received, and expenditures are recognized when paid, including those properly chargeable against the report year budget appropriations as required by state law. Purchases of capital assets are expensed during the year of acquisition. There is no capitalization of capital assets, nor allocation of depreciation expense. Inventory is expensed when purchased.

Budgets and Budgetary Accounting

Biennial appropriated budgets are adopted for all funds. These funds are budgeted on the cash basis of accounting. The financial statements include budgetary comparisons for all funds. Budgets are adopted at the fund level that constitutes the legal authority for expenditures. Appropriations for all funds lapse at the biennial period end.

Budget Responsibility and Development Process

The City recognizes its ethical and fiduciary responsibility to its citizens to carefully account for public funds, wisely manage municipal finances, and plan adequate funding for the services and facilities desired and needed by the public.

Washington State law requires the City to adopt a balanced budget. Appropriations are therefore limited to the total estimated revenues for the upcoming biennium, plus any fund balance estimated to be available at the close of the 2018 fiscal year. In addition, State law requires that the Finance Director provide quarterly revenue and expenditure budget updates to the City Council. The financial and budgetary laws, policies and practices used to guide development of this budget are fully detailed in this Budget Overview and the Appendix.



2023 Budget Summary

EXHIBIT A-1 2023 ANNUAL BUDGET

City of North Bend
2023 Proposed Budget Summary

Fund	Fund Name	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
001	General Fund	\$ 4,800,379	\$ 11,030,124	\$ 10,984,052	\$ 4,846,452
101	Street Operations Fund	\$ -	919,207	911,500	\$ 7,706
102	Capital Streets Fund	\$ -	431,483	419,915	\$ 11,568
103	Streets Overlay Fund	\$ 799,979	535,120	897,779	\$ 437,320
106	Impact Fees & Mitigation Fund	\$ 11,796,044	4,191,030	3,148,713	\$ 12,838,361
107	Hotel/Motel Tax Fund	\$ 55,861	15,000	-	\$ 70,861
108	Economic Development Fund	\$ -	255,400	246,571	\$ 8,829
116	Park Improvement Fund	\$ 427,135	162,403	325,000	\$ 264,539
117	Park Maintenance Reserve Fund	\$ 40,290	10,680	-	\$ 50,970
125	Development Projects Fund	\$ 651,195	500,000	248,560	\$ 902,635
130	ARPA Fiscal Recovery	\$ 1,759,057	-	846,000	\$ 913,057
190	Transportation Benefit District Fund	\$ 2,205,234	654,151	275,000	\$ 2,584,385
216	2011 Fire Station Bond Fund	\$ -	191,926	149,660	\$ 42,266
217	2012 LTGO (TBD) Bond Fund	\$ 2,569	-	-	\$ 2,569
218	2015 LTGO Bond Fund	\$ (0)	200,000	191,769	\$ 8,231
220	2018 LTGO Bond Fund	\$ -	246,000	245,350	\$ 650
310	Municipal Projects Fund	\$ 16,519	8,396,285	6,575,000	\$ 1,837,804
320	Capital Improvements (REET) Fund	\$ 4,292,799	1,857,360	621,000	\$ 5,529,159
401	Water Utility Fund	\$ 3,400,600	3,476,096	4,772,783	\$ 2,103,913
402	Sewer Utility Fund	\$ 25,353,548	5,529,288	15,478,116	\$ 15,404,720
404	Storm Drainage Utility Fund	\$ 2,591,354	1,054,357	1,589,929	\$ 2,055,783
404	Flood Operations Fund	\$ 475,701	203,056	349,999	\$ 328,758
405	Solid Waste & Recycling Fund	\$ 537,422	113,352	109,496	\$ 541,278
451	ULID #6 Bond Redemption Fund	\$ 1,526,540	871,923	923,552	\$ 1,474,912
452	ULID #6 Bond Reserve Fund	\$ -	-	-	\$ -
501	Equipment Operating Fund	\$ 50,000	378,042	329,134	\$ 98,908
501	Technology Operating Fund	\$ 50,000	426,710	449,374	\$ 27,336
502	Equipment Reserve Fund	\$ 1,600,132	110,540	610,000	\$ 1,100,672
502	Technology Reserve Fund	\$ 252,395	44,400	33,180	\$ 263,615
GRAND TOTAL:		\$ 62,684,754	\$ 41,803,933	\$ 50,731,432	\$ 53,757,255



2023 Resources by Category

2023 PROPOSED RESOURCES BY CATEGORY (ALL FUNDS)

FUND TITLE	Fund #	Beginning Balance	Taxes	Licenses & Permits	Intergovt. Revenues	Charges for Goods & Services	Fines & Penalties	Interest, Miscellaneous & Capital Contributions	Interfund Transfers In	Other Financing Sources & Increases in Resources	Total Budget
GENERAL FUND	001	\$ 4,800,379	\$ 8,469,881	\$ 613,539	\$ 286,008	\$ 397,226	\$ 68,822	\$ 38,000	\$ 1,156,648		\$ 15,830,503
SPECIAL REVENUE FUNDS											
Street Operations	101	-		12,792	193,722			12,693	700,000		\$ 919,207
Capital Streets	102	-			101,483				330,000		\$ 431,483
Streets Overlay	103	799,979							535,120		\$ 1,335,099
Impact Fees	106	11,796,044				4,159,532		31,498			\$ 15,987,074
Hotel/Motel Tax	107	55,861	15,000								\$ 70,861
Economic Development	108	-			10,400				245,000		\$ 255,400
Park Improvement	116	427,135			161,523			880			\$ 589,539
Park Maintenance Reserve	117	40,290						280	10,400		\$ 50,970
Development Projects	125	651,195				500,000					\$ 1,151,195
ARPA Fiscal Recovery	130	1,759,057									\$ 1,759,057
Transportation Benefit District	190	2,205,234	648,151					6,000			\$ 2,859,385
DEBT SERVICE FUNDS											
2011 UTGO Fire Station Bond	216	-	186,326					5,600			\$ 191,926
2012 LTGO (TBD) Bond Redem	217	2,569									\$ 2,569
2015 LTGO Bonds	218	(0)							200,000		\$ 200,000
2018 LTGO Bonds	220	-							246,000		\$ 246,000
CAPITAL FUNDS											
Municipal Capital Projects	310	16,519			2,794,169			3,741,495	1,860,621		\$ 8,412,804
Capital Improvements (REET)	320	4,292,799	1,600,000					257,360			\$ 6,150,159
ENTERPRISE FUNDS											
Water Utility	401	3,400,600				2,476,654		999,442			\$ 6,876,696
Sewer Utility	402	25,353,548				4,091,716		1,437,572			\$ 30,882,836
Storm Drainage Utility	404	2,591,354				772,524		281,833			\$ 3,645,711
Flood Operations	404	475,701		4,160		197,496		1,400			\$ 678,757
Solid Waste & Recycling	405	537,422	92,300		19,552			1,500			\$ 650,774
ULID #6 Bond Redemption	451	1,526,540						871,923			\$ 2,398,464
ULID #6 Bond Reserve	452	-									\$ -
INTERNAL SERVICE FUNDS											
Shop/Equipment Operating	501	50,000				378,042					\$ 428,042
Technology Operating	501	50,000				426,710					\$ 476,710
Equipment Reserve	502	1,600,132				106,980		3,560			\$ 1,710,672
Technology Reserve	502	252,395				43,553		847			\$ 296,795
GRAND TOTAL		\$ 62,684,754	\$ 11,011,658	\$ 630,491	\$ 3,566,858	\$ 13,550,432	\$ 68,822	\$ 7,691,883	\$ 5,283,789	\$ -	\$ 104,488,687



2023 Expenditures by Category

2023 PROPOSED EXPENDITURES CLASSIFICATION BY CATEGORIES (ALL FUNDS)											
FUND TITLE	Fund #	Personnel Costs	Supplies	Services & Charges	Capital Outlay	Debt Service	Interfund Transfers	Other Financing Uses	Ending Fund Balance	Total	Budget
General Fund	001										
Mayor & City Council		\$ 88,696	\$ -	\$ 11,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,456	
Administration & Finance		1,063,646	1,250	150,789	-	-	-	-	-	1,215,685	
Legal & Judicial		-	-	655,414	-	-	-	-	-	655,414	
Central Services			15,735	253,300	-	2,750	-	-	-	271,785	
Law Enforcement & Jail		-	263	3,059,663	238,901	-	-	-	-	3,298,827	
Fire Services & Emergency Mgmt		25,934	2,200	1,352,310	-	-	-	-	-	1,380,444	
Building, Planning & Dev Review		1,139,424	5,446	554,191	-	-	-	-	-	1,699,061	
Parks, Culture & Recreation		549,428	17,000	147,802	77,200	-	-	-	-	791,429	
Social & Human Services		-	-	249,000	-	-	-	-	-	249,000	
Other Expenditures & Transfers		-	18,000	245,432	18,019	-	1,040,500	-	-	1,321,951	
Ending Fund Balance		-	-	-	-	-	-	-	4,846,452	\$ -	
TOTAL GENERAL FUND		\$ 2,867,128	\$ 59,894	\$ 6,679,660	\$ 334,120	\$ 2,750	\$ 1,040,500	\$ -	\$ 4,846,452	\$ 15,830,503	
Special Revenue Funds											
Street Operations	101	500,743	17,250	213,918	75,000	315	102,774	1,500	7,706	\$ 919,207	
Capital Streets	102	64,405	-	207,875	-	-	147,635	-	11,568	\$ 431,483	
Street Overlay	103	-	-	-	491,781	-	405,998	-	437,320	\$ 1,335,099	
Impact Fees	106	-	-	1,865,010	-	-	1,283,703	-	12,838,361	\$ 15,987,074	
Hotel/Motel Tax	107	-	-	-	-	-	-	-	70,861	\$ 70,861	
Economic Development	108	208,365	500	37,706	-	-	-	-	8,829	\$ 255,400	
Park Improvement	116	-	-	-	275,000	-	50,000	-	264,539	\$ 589,539	
Park Maintenance Reserve	117	-	-	-	-	-	-	-	50,970	\$ 50,970	
Development Projects	125	-	-	-	-	-	248,560	-	902,635	\$ 1,151,195	
ARPA Fiscal Recovery	130	-	-	826,000	20,000	-	-	-	913,057	\$ 1,759,057	
Transportation Benefit District	190	-	-	-	-	-	-	275,000	2,584,385	\$ 2,859,385	
Debt Funds											
2011 UTGO Fire Station Bond	216	-	-	-	-	149,660	-	-	42,266	\$ 191,926	
2012 LTGO (TBD) Bond Redemp	217	-	-	-	-	-	-	-	2,569	\$ 2,569	
2015 LTGO Bonds	218	-	-	-	-	191,769	-	-	8,231	\$ 200,000	
2016 LTGO (LOC) Bonds	219	-	-	-	-	-	-	-	-	\$ -	
2018 LTGO Bonds	220	-	-	-	-	245,350	-	-	650	\$ 246,000	
CIP											
Municipal Capital Projects	310	-	-	-	6,575,000	-	-	-	1,837,804	\$ 8,412,804	
Capital Improvements	320	-	-	-	-	-	621,000	-	5,529,159	\$ 6,150,159	
Enterprise Funds											
Water	401	1,531,959	391,311	917,560	1,130,000	453,347	348,606	-	2,103,913	\$ 6,876,696	
Sewer	402	1,730,644	96,810	1,323,193	10,251,259	1,797,067	279,143	-	15,404,720	\$ 30,882,836	
Storm Drainage	404	541,674	2,730	210,965	550,000	98,364	186,196	-	2,055,783	\$ 3,645,711	
Flood	404	221,964	1,208	82,311	-	1,075	43,441	-	328,758	\$ 678,757	
Solid Waste	405	57,898	263	43,778	-	-	7,557	-	541,278	\$ 650,774	
ULID #6 Bond Rdmp.	451	-	-	-	-	923,552	-	-	1,474,912	\$ 2,398,464	
ULID #6 Bond Reserve	452	-	-	-	-	-	-	-	-	\$ -	
Internal											
Shop/Equipment Operating	501	184,500	57,356	61,958	-	290	25,029	-	98,908	\$ 428,042	
Technology Operating	501	210,197	15,630	198,517	-	-	25,029	-	27,336	\$ 476,710	
Equipment Reserve	502	-	-	-	610,000	-	-	-	1,100,672	\$ 1,710,672	
Technology Reserve	502	-	-	-	-	-	33,180	-	263,615	\$ 296,795	
T											
Treasurers Trust	635	-	-	-	-	-	-	-	-	\$ -	
TBD											
Transportation Benefit District	690	-	-	-	-	-	-	-	-	\$ -	
GRAND TOTAL ALL FUNDS		\$ 8,119,478	\$ 642,951	\$ 12,668,452	\$ 20,312,160	\$ 3,863,539	\$ 4,848,352	\$ 276,500	\$ 53,757,255	\$ 104,488,687	



2024 Budget Summary



2024 ANNUAL BUDGET

City of North Bend 2024 Proposed Budget Summary

Fund	Fund Name	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
001	General Fund	\$ 4,846,452	\$ 11,252,634	\$ 11,427,540	\$ 4,671,545
101	Street Operations Fund	\$ 7,706	951,725	957,075	\$ 2,356
102	Capital Streets Fund	\$ 11,568	365,793	226,589	\$ 150,772
103	Streets Overlay Fund	\$ 437,320	548,775	918,918	\$ 67,177
106	Impact Fees & Mitigation Fund	\$ 12,838,361	4,358,671	3,043,649	\$ 14,153,384
107	Hotel/Motel Tax Fund	\$ 70,861	15,600	-	\$ 86,461
108	Economic Development Fund	\$ 8,829	268,066	258,421	\$ 18,474
116	Park Improvement Fund	\$ 264,539	168,900	-	\$ 433,438
117	Park Maintenance Reserve Fund	\$ 50,970	11,107	-	\$ 62,077
125	Development Projects Fund	\$ 902,635	520,000	258,502	\$ 1,164,132
130	ARPA Fiscal Recovery	\$ 913,057	-	700,000	\$ 213,057
190	Transportation Benefit District Fund	\$ 2,584,385	680,317	275,000	\$ 2,989,702
216	2011 Fire Station Bond Fund	\$ 42,266	199,603	149,660	\$ 92,210
217	2012 LTGO (TBD) Bond Fund	\$ 2,569	-		\$ 2,569
218	2015 LTGO Bond Fund	\$ 8,231	202,500	191,769	\$ 18,962
219	2016 LTGO (LOC) Bond Fund	\$ -	-		\$ -
220	2018 LTGO Bond Fund	\$ 650	246,000	245,350	\$ 1,300
310	Municipal Projects Fund	\$ 1,837,804	11,169,094	10,275,000	\$ 2,731,898
320	Capital Improvements (REET) Fund	\$ 5,529,159	1,567,654	546,000	\$ 6,550,814
401	Water Utility Fund	\$ 2,103,913	4,270,803	5,141,436	\$ 1,233,280
402	Sewer Utility Fund	\$ 15,404,720	5,807,999	6,898,929	\$ 14,313,790
404	Storm Drainage Utility Fund	\$ 2,055,783	3,059,719	3,489,863	\$ 1,625,639
404	Flood Operations Fund	\$ 328,758	214,141	366,264	\$ 176,634
405	Solid Waste & Recycling Fund	\$ 541,278	117,886	114,895	\$ 544,269
451	ULID #6 Bond Redemption Fund	\$ 1,474,912	906,800	969,730	\$ 1,411,982
452	ULID #6 Bond Reserve Fund	\$ -	-	-	\$ -
501	Equipment Operating Fund	\$ 98,908	396,944	345,340	\$ 150,512
501	Technology Operating Fund	\$ 27,336	448,046	470,842	\$ 4,540
502	Equipment Reserve Fund	\$ 1,100,672	116,031	-	\$ 1,216,703
502	Technology Reserve Fund	\$ 263,615	46,611	34,839	\$ 275,387
GRAND TOTAL:		\$ 53,757,255	\$ 47,911,420	\$ 47,305,612	\$ 54,363,063



2024 Resources by Category

2024 PROPOSED RESOURCES BY CATEGORY (ALL FUNDS)

FUND TITLE	Fund #	Beginning Balance	Taxes	Licenses & Permits	Intergovt. Revenues	Charges for Goods & Services	Fines & Penalties	Interest, Miscellaneous & Capital Contributions	Interfund Transfers In	Other Financing Sources & Increases in Resources	Total Budget
GENERAL FUND	001	\$ 4,846,452	\$ 8,808,676	\$ 638,080	\$ 157,049	\$ 413,115	\$ 71,575	\$ 39,520	\$ 1,124,619		\$ 16,099,086
SPECIAL REVENUE FUNDS											
Street Operations	101	7,706	13,304		201,471			13,200	723,750		\$ 959,431
Capital Streets	102	11,568				105,543			260,250		\$ 377,360
Streets Overlay	103	437,320							548,775		\$ 986,095
Impact Fees	106	12,838,361				4,325,913		32,758			\$ 17,197,032
Hotel/Motel Tax	107	70,861	15,600								\$ 86,461
Economic Development	108	8,829			10,816				257,250		\$ 276,895
Park Improvement	116	264,539			167,984			915			\$ 433,438
Park Maintenance Reserve	117	50,970						291	10,816		\$ 62,077
Development Projects	125	902,635				520,000					\$ 1,422,635
ARPA Fiscal Recovery	130	913,057									\$ 913,057
Transportation Benefit District	190	2,584,385	674,077					6,240			\$ 3,264,702
DEBT SERVICE FUNDS											
2011 UTGO Fire Station Bond	216	\$ 42,266	193,779					5,824			\$ 241,870
2012 LTGO (TBD) Bond Redem	217	\$ 2,569									\$ 2,569
2015 LTGO Bonds	218	\$ 8,231							202,500		\$ 210,731
2016 LTGO (LOC) Bonds	219	\$ -									\$ -
2018 LTGO Bonds	220	\$ 650							246,000		\$ 246,650
CAPITAL FUNDS											
Municipal Capital Projects	310	\$ 1,837,804			\$2,073,935.55			7,885,305	1,209,854		\$ 13,006,898
Capital Improvements (REET)	320	\$ 5,529,159	1,300,000					267,654			\$ 7,096,814
ENTERPRISE FUNDS											
Water Utility	401	2,103,913				2,610,883		1,659,920			\$ 6,374,716
Sewer Utility	402	15,404,720				4,312,924		1,495,075			\$ 21,212,719
Storm Drainage Utility	404	2,055,783				815,013		2,244,707			\$ 5,115,502
Flood Operations	404	328,758		4,326		208,358		1,456			\$ 542,899
Solid Waste & Recycling	405	541,278		95,992	20,334			1,560			\$ 659,164
ULID #6 Bond Redemption	451	1,474,912						906,800			\$ 2,381,712
ULID #6 Bond Reserve	452	-									\$ -
INTERNAL SERVICE FUNDS											
Shop/Equipment Operating	501	98,908				396,944					\$ 495,852
Technology Operating	501	27,336				448,046					\$ 475,382
Equipment Reserve	502	1,100,672				112,329		3,702			\$ 1,216,703
Technology Reserve	502	263,615				45,731		880			\$ 310,226
GRAND TOTAL		\$ 53,757,255	\$11,005,436	\$ 738,399	\$ 2,631,589	\$14,314,798	\$ 71,575	\$14,565,809	\$4,583,814	\$ -	\$101,668,675

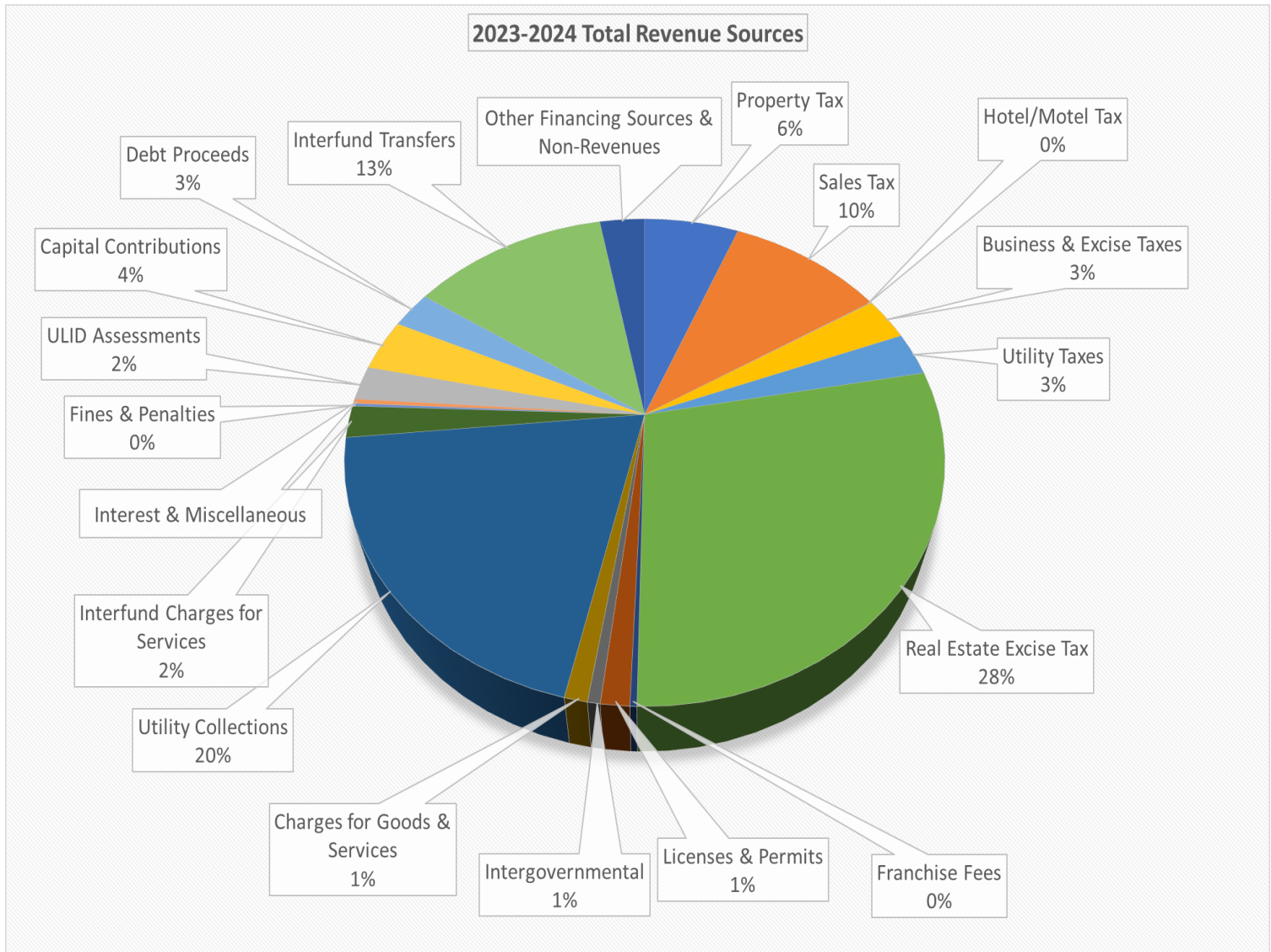


2024 Expenditures by Category

2024 PROPOSED EXPENDITURES CLASSIFICATION BY CATEGORIES (ALL FUNDS)										
FUND TITLE	Fund #	Personnel Costs	Supplies	Services & Charges	Capital Outlay	Debt Service	Interfund Transfers	Other Financing Uses	Ending Fund Balance	Total Budget
General Fund	001									
Mayor & City Council		\$ 93,131	\$ -	\$ 12,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,479
Administration & Finance		1,116,828	1,313	124,229	-	-	-	-	-	\$ 1,242,369
Legal & Judicial		-	-	688,185	-	-	-	-	-	\$ 688,185
Central Services			16,522	265,965	-	2,888	-	-	-	\$ 285,374
Law Enforcement & Jail		-	276	3,215,686	250,846	-	-	-	-	\$ 3,466,808
Fire Services & Emergency Mgmt		27,230	2,235	1,418,390	-	-	-	-	-	\$ 1,447,856
Building, Planning & Dev Review		1,196,395	4,879	524,416	-	-	-	-	-	\$ 1,725,690
Parks, Culture & Recreation		577,424	17,325	152,922	81,060	-	-	-	-	\$ 828,731
Social & Human Services		-	-	249,000	-	-	-	-	-	\$ 249,000
Other Expenditures & Transfers		-	18,900	257,704	18,920	-	1,092,525	-	-	\$ 1,388,049
Ending Fund Balance		-	-	-	-	-	-	-	4,671,545	\$ 4,671,545
TOTAL GENERAL FUND		\$ 3,011,009	\$ 61,448	\$ 6,908,844	\$ 350,826	\$ 2,888	\$ 1,092,525	\$ -	\$ 4,671,545	\$ 16,099,086
Special Revenue Funds										
Street Operations	101	525,780	18,113	224,614	78,750	331	107,913	1,575	2,356	\$ 959,431
Capital Streets	102	67,626	-	8,269	-	-	150,694	-	150,772	\$ 377,360
Street Overlay	103	-	-	-	492,620	-	426,298	-	67,177	\$ 986,095
Impact Fees	106	-	-	1,958,261	-	-	1,085,388	-	14,153,384	\$ 17,197,032
Hotel/Motel Tax	107	-	-	-	-	-	-	-	86,461	\$ 86,461
Economic Development	108	218,783	500	39,138	-	-	-	-	18,474	\$ 276,895
Park Improvement	116	-	-	-	-	-	-	-	433,438	\$ 433,438
Park Maintenance Reserve	117	-	-	-	-	-	-	-	62,077	\$ 62,077
Development Projects	125	-	-	-	-	-	258,502	-	1,164,132	\$ 1,422,635
ARPA Fiscal Recovery	130	-	-	700,000	-	-	-	-	213,057	\$ 913,057
Transportation Benefit District	190	-	-	-	-	-	275,000	-	2,989,702	\$ 3,264,702
Debt Funds										
2011 UTGO Fire Station Bond	216	-	-	-	-	149,660	-	-	92,210	\$ 241,870
2012 LTGO (TBD) Bond Redemp	217	-	-	-	-	-	-	-	2,569	\$ 2,569
2015 LTGO Bonds	218	-	-	-	-	191,769	-	-	18,962	\$ 210,731
2018 LTGO Bonds	220	-	-	-	-	245,350	-	-	1,300	\$ 246,650
CIP										
Municipal Capital Projects	310	-	-	-	10,275,000	-	-	-	2,731,898	\$ 13,006,898
Capital Improvements	320	-	-	-	-	-	546,000	-	6,550,814	\$ 7,096,814
Enterprise Funds										
Water	401	1,608,557	242,561	1,124,253	1,331,500	476,015	358,551	-	1,233,280	\$ 6,374,716
Sewer	402	1,817,176	101,651	1,389,373	1,416,500	1,886,920	287,309	-	14,313,790	\$ 21,212,719
Storm Drainage	404	568,758	2,867	220,292	2,400,000	104,503	193,444	-	1,625,639	\$ 5,115,502
Flood	404	233,062	1,268	86,427	-	1,129	44,378	-	176,634	\$ 542,899
Solid Waste	405	60,793	276	45,967	-	-	7,859	-	544,269	\$ 659,164
ULID #6 Bond Rdmt.	451	-	-	-	-	969,730	-	-	1,411,982	\$ 2,381,712
ULID #6 Bond Reserve	452	-	-	-	-	-	-	-	-	\$ -
Internal										
Shop/Equipment Operating	501	193,725	60,224	65,056	-	305	26,031	-	150,512	\$ 495,852
Technology Operating	501	220,707	15,662	25,257	183,186	-	26,031	-	4,540	\$ 475,382
Equipment Reserve	502	-	-	-	-	-	-	-	1,216,703	\$ 1,216,703
Technology Reserve	502	-	-	-	-	-	34,839	-	275,387	\$ 310,226
GRAND TOTAL ALL FUNDS		\$ 8,525,977	\$ 504,568	\$ 12,795,750	\$ 16,528,382	\$ 4,028,598	\$ 4,920,762	\$ 1,575	\$ 54,363,063	\$ 101,668,675



CITYWIDE REVENUE SOURCES





City of North Bend
Revenue Summary by Fund

		2019	2020	2021	2022	2023	2024
		Actual	Actual	Actual	Modified	Proposed	Proposed
001	General Fund	\$ 12,522,988	\$ 11,672,494	\$ 10,433,813	\$ 10,887,270	\$ 11,030,124	\$ 11,252,634
101	Street Operations Fund	794,841	764,764	854,318	980,968	919,207	951,725
102	Capital Streets Fund	271,396	282,653	225,926	478,356	431,483	365,793
103	Streets Overlay Fund	751,819	896,724	378,189	416,737	535,120	548,775
106	Impact Fees & Mitigation Fund	5,352,173	8,041,694	5,383,353	4,858,607	4,191,030	4,358,671
107	Hotel/Motel Tax Fund	15,813	15,325	20,378	20,378	15,000	15,600
108	Economic Development Fund	198,636	134,034	199,678	238,058	255,400	268,066
116	Park Improvement Fund	333,172	234,272	137,963	148,811	162,403	168,900
117	Park Maintenance Reserve Fund	10,014	20,108	10,021	10,021	10,680	11,107
125	Development Projects Fund	1,909,750	1,471,093	915,086	1,060,151	500,000	520,000
130	ARPA Fiscal Recovery Fund	-	-	1,037,070	2,049,179	-	-
190	Transportation Benefit District Fund	1,980,599	2,093,406	747,932	647,167	654,151	680,317
216	2011 Fire Station Bond Fund	367,838	368,285	588,865	185,362	191,926	199,603
217	2012 LTGO (TBD) Bond Fund	147,225	148,850	150,761	2,569	-	-
218	2015 LTGO Bond Fund	189,661	196,124	191,502	191,769	200,000	202,500
219	2016 LTGO (LOC) Bond Fund	700,282	-	-	-	-	-
220	2018 LTGO Bond Fund	247,142	248,100	249,300	245,500	246,000	246,000
310	Municipal Projects Fund	7,290,751	2,278,229	1,293,168	8,444,732	8,396,285	11,169,094
320	Capital Improvements (REET) Fund	2,878,267	3,340,859	1,620,611	1,341,772	1,857,360	1,567,654
401	Water Utility Fund	5,589,762	5,128,676	2,733,045	5,051,408	3,476,096	4,270,803
402	Sewer Utility Fund	18,631,864	17,829,274	31,706,461	19,937,418	5,529,288	5,807,999
404	Storm Drainage Utility Fund	2,498,565	2,096,410	1,431,395	1,434,566	1,054,357	3,059,719
404-100	Flood Operations Fund	767,527	750,082	720,651	247,426	203,056	214,141
405	Solid Waste & Recycling Fund	471,413	521,934	119,138	121,482	113,352	117,886
451	ULID #6 Bond Redemption Fund	5,798,850	2,551,947	1,033,754	856,719	871,923	906,800
452	ULID #6 Bond Reserve Fund	1,414,496	1,425,144	666	-	-	-
501	Equipment Operating Fund	242,160	217,778	258,702	292,189	378,042	396,944
501-100	Technology Operating Fund	151,475	146,714	170,833	222,593	426,710	448,046
502	Equipment Reserve Fund	1,074,218	1,196,884	(72,125)	208,259	110,540	116,031
502-100	Technology Reserve Fund	258,145	268,953	286,635	73,229	44,400	46,611
CITY TOTAL		\$ 72,860,843	\$ 64,340,810	\$ 62,827,088	\$ 61,658,226	\$ 41,803,933	\$ 47,911,420



City of North Bend
Expenditure Summary by Fund

		2019	2020	2021	2022	2023	2024
		Actual	Actual	Actual	Modified	Proposed	Proposed
001	General Fund	\$ 10,344,913	\$ 8,436,544	\$ 8,806,745	\$ 11,162,698	\$ 10,984,052	\$ 11,427,540
101	Street Operations Fund	794,841	764,764	854,318	980,968	911,500	957,075
102	Capital Streets Fund	176,861	201,241	256,903	460,539	419,915	226,589
103	Streets Overlay Fund	238,820	163,674	280,564	901,049	897,779	918,918
106	Impact Fees & Mitigation Fund	1,418,930	2,154,692	2,598,703	3,643,665	3,148,713	3,043,649
107	Hotel/Motel Tax Fund	15,000	-	-	-	-	-
108	Economic Development Fund	198,636	134,034	199,678	238,058	246,571	258,421
116	Park Improvement Fund	240,036	45,756	16,828	135,401	325,000	-
125	Development Projects Fund	1,440,123	893,277	850,665	970,230	248,560	258,502
130	ARPA Fiscal Recovery Fund	-	-	22,937	2,050,191	846,000	700,000
190	Transportation Benefit District Fund	522,984	336,576	535,758	921,257	275,000	275,000
216	2011 Fire Station Bond Fund	177,775	178,575	769,831	150,160	149,660	149,660
217	2012 LTGO (TBD) Bond Fund	147,225	148,850	148,192	2,569	-	-
218	2015 LTGO Bond Fund	189,661	196,124	191,502	191,769	191,769	191,769
219	2016 LTGO (LOC) Bond Fund	700,282	-	-	-	-	-
220	2018 LTGO Bond Fund	247,142	248,100	249,300	245,500	245,350	245,350
310	Municipal Projects Fund	6,999,702	1,748,585	1,273,588	8,291,247	6,575,000	10,275,000
320	Capital Improvements (REET) Fund	695,167	522,208	499,870	1,546,377	621,000	546,000
401	Water Utility Fund	3,146,043	2,570,532	2,736,171	5,413,995	4,772,783	5,141,436
402	Sewer Utility Fund	7,010,340	8,188,337	8,022,791	27,478,318	15,478,116	6,898,929
404	Storm Drainage Utility Fund	1,725,455	734,415	1,043,464	1,575,039	1,589,929	3,489,863
404-100	Flood Operations Fund	206,066	221,819	223,062	282,326	349,999	366,264
405	Solid Waste & Recycling Fund	63,657	76,881	66,878	86,834	109,496	114,895
451	ULID #6 Bond Redemption Fund	4,837,126	1,693,187	1,147,410	938,552	923,552	969,730
452	ULID #6 Bond Reserve Fund	-	521,695	904,116	-	-	-
501	Equipment Operating Fund	242,160	217,778	259,489	292,189	329,134	345,340
501-100	Technology Operating Fund	151,475	145,927	170,833	222,593	449,374	470,842
502	Equipment Reserve Fund	-	138,054	104,673	46,000	610,000	-
502-100	Technology Reserve Fund	18,036	1,846	5,275	31,600	33,180	34,839
CITY TOTAL		\$ 41,948,455	\$ 30,683,471	\$ 33,107,035	\$ 68,299,253	\$ 50,731,432	\$ 47,305,612



General Fund Summary

General Fund Department Descriptions

MAYOR & CITY COUNCIL

The Mayor and City Council are the elected officials providing oversight for the City organization. North Bend operates under a Mayor-Council form of government.

The Mayor is the Chief Executive Officer of the City and is responsible for supervising municipal operations. The Mayor is directly elected by popular vote of the citizens of North Bend for a four-year term. The Mayor recommends the City's budget, hires and removes appointed officials, has general oversight of City employees, chairs all regular City Council meetings, participates in regional organizations, and ensures timely enforcement of all ordinances, contracts, and franchises. The Mayor makes regular reports on operational performance and issues to the City Council. The Mayor's budget is embedded in the Legislative (City Council) budget.

The Legislative branch, or City Council, is made up of seven Councilmembers who are elected at-large by the citizens of North Bend for a four-year term. The City Council serves as the City's policy makers. They approve the City's budget, authorize Interlocal agreements, contracts, ordinances and resolutions, adopt personnel policies and compensation plans, serve on Council and regional committees, and provide effective elective representation to the citizens. The laws of the City can only be adopted or amended by action of the City Council. The City Council engages citizen input and participation on City business.

ADMINISTRATION

The City Administrator functions under the authority of the Mayor and provides professional management for the municipal organization. The City Administrator is the Chief Administrative Officer and directs the administration of city government, providing operational leadership, supervision of City employees, customer service and response, media liaison, staff support to the Mayor and City Council, and implementation of City Council policies, goals and priorities.

The Administration department includes City Clerk and Record Services, Human Resources, Public Information, and Risk Management functions.

LEGAL & JUDICIAL

The Legal Services function is a hybrid of in-house and contract services. Kenyon Disend, an experienced law firm, well versed in municipal law issues, provides support in specialized areas such as land use planning, personnel and labor relations, legislative analysis, and representing the City in litigation. The City also employs a part-time City Attorney who provides general legal services working in conjunction with Kenyon Disend.



The City contracts with the City of Issaquah for municipal court services and King County for district court. These contracts provide court services for citations, infractions, misdemeanors, and domestic violence cases. They also provide judges and staff, issue warrants on the City's behalf, and provide probation services on the City's behalf.

FINANCE

The Finance Department is responsible for ensuring the sound financial management of all City operations, the safekeeping of City assets, Biennial Budget development, debt administration, and the management of the City's information systems. This department provides financial data and analytical support to other City departments, prepares the Annual Financial report, and maintains the financial software system. Finance is also responsible for cash management, utility billing, payroll, accounts payable, purchasing, business licenses, business & occupation taxes, investments, grant management, capital projects accounting, developer deposits, and fixed assets tracking.

CENTRAL SERVICES

Central Services is responsible for the procurement of central office supplies, copier services, postage operations, and city-wide phone services. This department also oversees janitorial services and general facilities repair and maintenance.

LAW ENFORCEMENT

The City contracts with the City of Snoqualmie for police services. In addition to interactions with victims and perpetrators of crime, the Police Department builds collaborative relationships with the City's citizens, businesses and schools. Police activities include general patrol, responding to calls for service, criminal investigations, and traffic enforcement. The Police work to reduce crime through proactive policing efforts and educational outreach.

FIRE & EMERGENCY MEDICAL SERVICES

Eastside Fire & Rescue (EFR) provides fire and emergency medical services to the City of North Bend. EFR provides fire suppression, rescue service, hazardous materials response, fire code enforcement, fire building plan review, and public education.

Emergency Management is responsible for activities related to the preparation for, response to, and recovery from disasters. The Public Works Director serves as the City's Emergency Manager.

BUILDING

The Building Department regulates building and associated construction activities to protect public health, safety and welfare pursuant to uniform construction codes adopted by the State of Washington (RCW 19.27) in addition to local codes governing land use and code enforcement (NBMC 20.10). This division provides support to citizens, contractors, other City departments, and county and state agencies throughout project development, construction, completion, occupancy permits and code enforcement.

PLANNING

The Planning Department prepares and administers plans, policies and regulations pursuant to authority in Federal and State laws to protect public health, safety and welfare. Primary state laws governing



planning include the Growth Management Act (RCW 36.70A), the Shoreline Management Act (RCW 90.58) and the platting requirements in RCW 58.17. This division prepares and administers the City's Comprehensive Plan and Land Use Code, provides planning staff support to other City departments and the Planning Commission, and coordinates with county, regional and state agencies.

PARKS

The Parks Department is responsible for the operations, maintenance and stewardship of many City owned parks, park buildings, irrigation systems, walkways, paths and play areas. The City has over 795 acres of parks and open space property, including E.J. Roberts, Torguson Park, Tollgate Farm, Tanner Trail, and Meadowbrook Farm.

DEVELOPMENT REVIEW

The Development Review Department is responsible for the oversight of City capital improvement projects and new privately constructed City infrastructure. The department provides updates to City plans and systems, manages construction and service contracts, and assists with development review of projects.

LAND & BUILDING MANAGEMENT

Land & Building Management centralizes land purchases made by the General Fund. It also accounts for improvements, assessments and other charges made on the land.

SOCIAL & HUMAN SERVICES

Each year the North Bend City Council appropriates funds in support of social service agencies. The Council establishes funding levels during the budget cycle. Many of these funds go to local organizations established to meet the needs of the community. Other funds support treatment activities. Human services are defined as services that assist individuals in meeting their basic needs: food, shelter, clothing, medical assistance and safety from abuse. North Bend also contributes to several community organizations that enrich the City and its quality of life.

RECREATION & SPECIAL EVENTS

Recreation & Special Events oversees seasonal community events including the Downtown Block Party and the Holiday Festival. They also actively collaborate with other community organizations and businesses to provide quality recreation and special events for North Bend residents and oversee downtown beautification efforts.

NON-DEPARTMENTAL

Non-Departmental includes expenditures that are not attributed to any one City department or division within the General Fund. Non-departmental operating expenses include citywide memberships, election services, animal control services, AWC-RMSA insurance, legal advertising, municipal code publishing and the City's wellness program.



OPERATING TRANSFERS

In addition to supporting the expenses incurred by City departments, the General Fund also supports activities of other City funds. This support occurs through operating transfers to other funds, primarily to Street Funds and the Economic Development Fund.

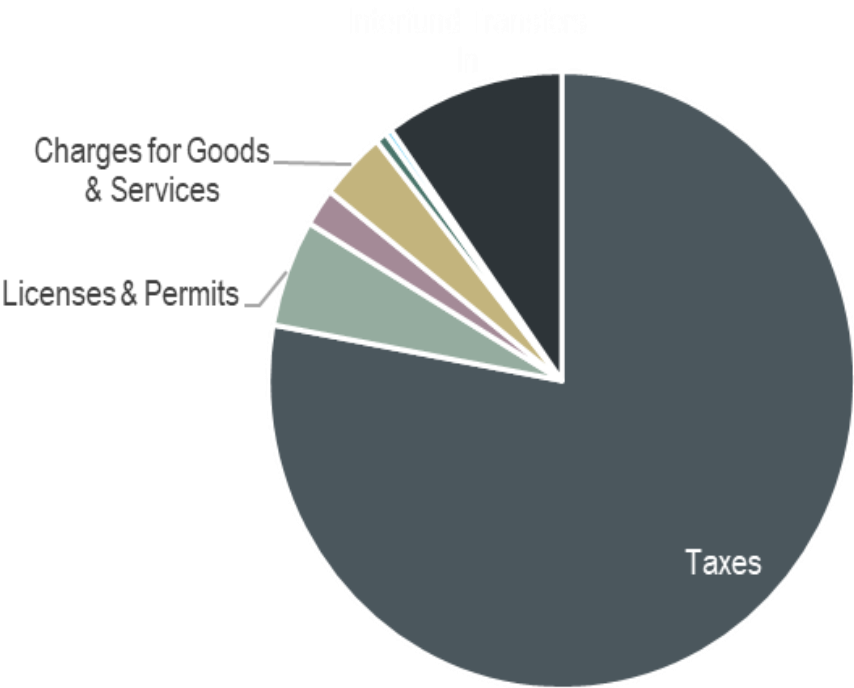
The General Fund is used to account for all financial resources and transactions except for those that must be accounted for in other funds such as debt service, capital, enterprise, and internal service funds. The General Fund generates much of its revenue from taxes and state and local shared revenue. This revenue is used to provide general government services, including police and fire protection, planning and community development, engineering, finance, parks, human services, special events, administration, and facility maintenance. It also transfers resources to other funds for support of streets, economic development, and other projects as needed.

On the following pages, you will find General Fund revenue sources and a summary of General Fund expenditures.



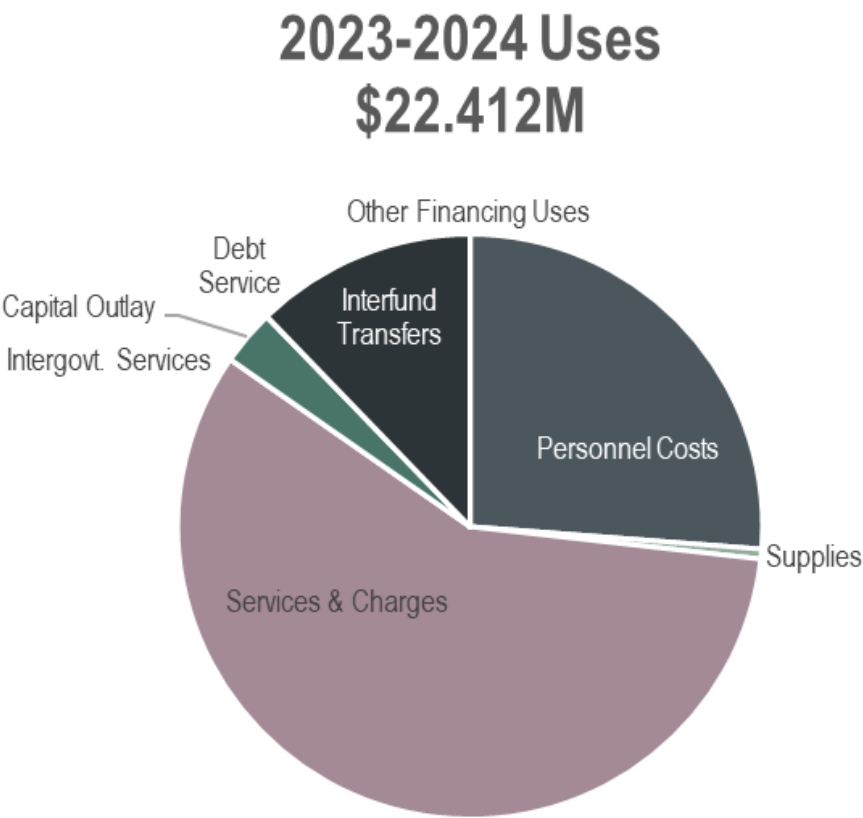
General Fund Revenue Sources

2023-2024 Sources
\$22.283M





General Fund Expenditure Summary

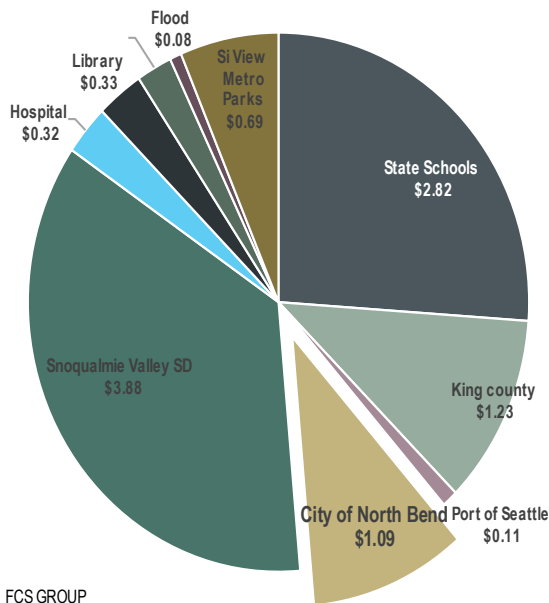




2022 North Bend Property Tax Distribution

Total 2022 Property Tax Levy

Total Property Tax Levy Rate: \$10.80 / \$1000AV



Property Tax burden on a \$750,000 home:

Total: \$8,100 / yr

City of North Bend: \$818 / yr (or 10%)

Consolidated levy includes:
-State schools
-King County
-Port of Seattle

FCS GROUP

Source: King County Assessments

Slide 6

**2023 Salary Ranges**

Position Title	Monthly Salary Range		FTEs
	Low	High	
Mayor and Council			
Mayor	4,000	N/A	1 Elected
Council Member	550	N/A	7 Elected
Management (Exempt)			
City Administrator	14,116	17,501	1.00
Deputy City Administrator	12,987	16,081	1.00
City Attorney	12,647	15,752	0.00
Community & Economic Development Director	11,858	15,244	1.00
Finance Director	11,858	15,244	1.00
Public Works Director	11,858	15,244	1.00
Administrative Services Director	10,336	14,116	1.00
Deputy Public Works Director	10,336	14,116	1.00
IT Manager	10,336	14,116	1.00
City Engineer	10,271	13,154	1.00
Capital Projects/Grants Manager	9,661	12,798	1.00
PW Operations Manager	9,007	10,442	0.00
Building Official	8,807	11,286	1.00
Deputy Finance Director	8,807	11,286	0.00
Development Review Manager	8,370	11,124	0.00
PW Project Manager	8,370	11,124	1.00
SCADA Supervisor	8,273	10,606	1.00
Wastewater Treatment Plant Manager	8,273	10,606	1.00
Water Operations Manager	8,273	10,606	1.00
Economic Development Manager	8,051	10,114	1.00
City Clerk	7,976	10,071	1.00
Accounting Operations Manager	7,733	9,823	1.00
Communications Manager/PIO	7,123	9,364	1.00
Senior Financial Analyst	7,112	9,034	0.00
HR Assistant/Emergency Management Coordinator	6,286	8,176	1.00
Public Works Bargaining Unit			
Senior Lead Technician	7,403	9,007	1.00
Lead Parks Technician	6,627	8,062	0.00
Lead Streets Technician	6,627	8,062	1.00
Lead Water System Operator	6,627	8,062	1.00
Lead WWTP Operator	6,627	8,062	1.00
Wastewater Treatment Plant Operator II	6,274	7,633	0.00
Water System Operator	6,168	7,504	3.00
Mechanic	6,016	7,319	1.00
Wastewater Treatment Plant Operator I	5,835	7,099	4.00
Maintenance Worker	5,624	6,842	6.00
Wastewater Treatment Plant Operator-in-Training	5,424	6,599	0.00
Maintenance Worker - Entry	5,435		0.00
Maintenance (Seasonal)	\$15.65/tr	\$19.44/hr	
Professional, Technical, Clerical Bargaining Unit			
Principal Planner	8,230	10,012	1.00
Senior Planner	7,873	9,579	2.00
Senior Long Range Planner/2-year term	7,873	9,579	0.00
Senior GIS Analyst	7,130	9,743	1.00
PW Cotnract Specialist / Office Coordinator	6,800	7,800	1.00
GIS Analyst	6,638	8,340	0.00
Building Inspector	6,734	8,193	1.00
Public Works Infrastructure Inspector	6,734	8,193	1.00
Associate Planner	6,663	8,106	0.00
Long Range Planner/2-year term	6,663	8,106	0.00
Mapping CAD Technician	6,501	7,909	0.00
Staff Accountant	6,397	7,784	2.00
Deputy City Clerk	6,396	7,781	1.00
Records Coordinator	6,231	7,581	0.00
Special Events & Visitor Information Coordinator	6,130	7,458	0.00
Payroll Officer	6,079	7,397	0.00
Office Coordinator / Permit Technician	5,769	7,020	1.00
Permit Tech / Planning Assistant	5,769	7,020	1.00
Public Works Office Coordinator	5,769	7,020	0.00
Accounting Assistant II	5,662	6,889	0.00
Business License & Tax Coordinator	5,662	6,889	0.00
Utilities Coordinator	5,662	6,889	1.00
Administrative Assistant	4,953	6,025	0.00
Accounting Assistant I	4,866	5,921	1.00
Total FTEs			52.00

+0





City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-155
Ordinance Authorizing the Issuance of a Water and Sewer Revenue Note of the City to Fund the Design Phase of the Meadowbrook Sewer ULID No. 7		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		X
		City Attorney - Mike Kenyon/Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: Bond debt of \$1.2 million		Public Works – Mark Rigos, P.E.		
Fund Source: Sanitary Sewer				
Timeline: First Payment April 2023				
Attachments: Ordinance				
<p>SUMMARY STATEMENT:</p> <p>Attached for the Council’s consideration is an ordinance authorizing the issuance and sale of up to \$1.2 million of a water and sewer revenue note to fund the design of the ULID No. 7 (Meadowbrook) improvements. Public Hearings for ULID No. 7 (Meadowbrook) were held on May 17, 2022 and June 21, 2022. Following the public hearings, on August 2, 2022 Council approved Ordinance 1780 forming ULID No. 7 (Meadowbrook). On September 20, 2022, Council approved a \$1,053,700 contract with Gray and Osborne, civil engineers, for design of the ULID No. 7 improvements.</p> <p>As estimated in 2020, the total of soft service costs (surveying, environmental, engineering, archaeological / cultural, and permitting) and hard construction costs for improvements within ULID No. 7 (Meadowbrook) was estimated by Gray and Osborne to be \$7,452,000.</p> <p>The SOVA special benefits report found that the total special benefit from ULID No. 7 (Meadowbrook) (increased property value) would be \$11,617,000 following construction of the new sewer facilities.</p> <p>Note Financing</p> <p>The proposed ULID formation ordinance contemplates that the City may issue short-term interim financing notes/bonds and long-term bonds to finance the improvements within ULID No. 7. ULID financing customarily occurs in two steps – short-term interim financing during design and construction, and long-term take out financing after construction is complete and the assessment roll is finalized. The attached Ordinance provides for the first phase of short term or interim financing which will fund the final design of the improvements. The short-term financing is secured by a pledge of water and sewer revenue funds collected by the City as an enterprise fund obligation, and any proceeds of long-term bonds or new notes. The note will not be a general obligation of the City and will not be payable from property taxes.</p> <p>Municipal bonds can be issued on a taxable or a tax-exempt basis (for projects that fit within parameters of the federal tax code). If the proposed project does not fit within the parameters of the federal tax code for tax-exempt bonds or if the municipality desires greater flexibility with respect to use of the assets financed, municipalities routinely issue taxable bonds to finance public projects. The short-term note is a taxable obligation and does not qualify for tax-exempt bond status.</p>				



City Council Agenda Bill

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic professional services.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Finance & Administration Committee at their December 6, 2022 meeting for consideration by the Council.		
RECOMMENDED ACTION: Motion to approve AB22-155, an ordinance authorizing the issuance of a Water and Sewer Revenue Note of the City to Fund the design phase of the Meadowbrook Sewer ULID No. 7, as a first and final reading.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2022		

CITY OF NORTH BEND, WASHINGTON

WATER AND SEWER REVENUE NOTE (TAXABLE)
(UTILITY LOCAL IMPROVEMENT DISTRICT NO. 7 (MEADOWBROOK))

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A WATER AND SEWER REVENUE NOTE (UTILITY LOCAL IMPROVEMENT DISTRICT NO. 7 (MEADOWBROOK)) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,200,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE IMPROVEMENTS TO THE CITY'S COMBINED WATER, SEWER AND STORM AND SURFACE WATER SYSTEMS AND TO PAY COSTS OF ISSUANCE; MAKING CERTAIN COVENANTS WITH RESPECT TO THE NOTE; PROVIDING THE FORM AND TERMS OF THE NOTE; DELEGATING THE AUTHORITY TO APPROVE THE FINAL TERMS OF THE NOTE; AND AUTHORIZING OTHER MATTERS RELATED THERETO.

PASSED: DECEMBER __, 2022

PREPARED BY:

PACIFICA LAW GROUP LLP
Seattle, Washington

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* This Table of Contents is provided for convenience only and is not a part of this ordinance.

CITY OF NORTH BEND, WASHINGTON

WATER AND SEWER REVENUE NOTE (TAXABLE)
(UTILITY LOCAL IMPROVEMENT DISTRICT NO. 7 (MEADOWBROOK))

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A WATER AND SEWER REVENUE NOTE (UTILITY LOCAL IMPROVEMENT DISTRICT NO. 7 (MEADOWBROOK)) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,200,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE IMPROVEMENTS TO THE CITY'S COMBINED WATER, SEWER AND STORM AND SURFACE WATER SYSTEMS AND TO PAY COSTS OF ISSUANCE; MAKING CERTAIN COVENANTS WITH RESPECT TO THE NOTE; PROVIDING THE FORM AND TERMS OF THE NOTE; DELEGATING THE AUTHORITY TO APPROVE THE FINAL TERMS OF THE NOTE; AND AUTHORIZING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of North Bend, Washington (the "City"), previously combined its water system with the City's sewer system to create a combined system, pursuant to Ordinance No. 440 passed by the City Council on May 17, 1977, as amended by Ordinance No. 464 passed by the City Council on July 19, 1977, and the City further combined its storm and surface water drainage system into its combined waterworks utility (together, the "System"), pursuant to Ordinance No. 1251 passed by the City Council on June 19, 2006; and

WHEREAS, as of the date of this ordinance, the City has issued and has outstanding the following senior lien obligations of the System:

Series	Dated Date	Maturity Date	Authorizing Ordinance	Original Principal Amount
Water and Sewer Revenue Bonds, 2019 (the "2019 Bonds")	10/30/2019	08/01/2049	1699	\$ 8,915,000
Water and Sewer Revenue and Refunding Bonds, 2021 (the "2021 Bonds")	08/04/2021	08/01/2051	1746	25,450,000

(The 2019 Bonds and the 2021 Bonds identified above are referred to as the "Outstanding Parity Bonds" and the authorizing ordinances identified above are referred to as the "Outstanding Parity Bond Ordinances"); and

WHEREAS, the Outstanding Parity Bond Ordinances provide that additional water and sewer system revenue bonds or notes may be issued with a lien on Net Revenues of the System and ULID Assessments (each as defined herein) on a parity with the lien of the Outstanding Parity Bonds if certain conditions are met; and

WHEREAS, the Outstanding Parity Bond Ordinances also permit securing System obligations by a pledge of assessments levied in one or more utility local improvement districts (“ULID”) which shall have been created to construct the improvements to be paid for out of proceeds of such obligations; and

WHEREAS, pursuant to Ordinance No. 1780 (“ULID No. 7 Ordinance”), after public hearings thereon, the City Council established a ULID of the City to be known as “Utility Local Improvement District No. 7 (Meadowbrook)” (the “Meadowbrook ULID” or “ULID No. 7”), and ordered the design, construction, and installation of certain improvements, including a sanitary sewer collection system, sewer conveyance system, sewer lift station(s), a forcemain crossing over or under South Fork Snoqualmie River, and necessary appurtenances within ULID No. 7 (the “ULID No. 7 Project”), provided that payment for the ULID No. 7 Project be made by special assessments upon the property in ULID No. 7, and provided for the issuance and sale of bond anticipation notes or other short-term obligations redeemable by Net Revenue and/or by ULID No. 7 revenue bonds; and

WHEREAS, the City Council has determined that the conditions to the issuance of parity bonds have been or will be met and that it is in the best interest of the City to issue a water and sewer revenue note in the principal amount of not to exceed \$1,200,000 (the “Note”) in order to provide interim financing for the ULID No. 7 Project and to pay costs of issuing the Note; and

WHEREAS, the City has received a proposal from Key Government Finance, Inc. (the “Purchaser”) to purchase the Note; and

WHEREAS, the City Council wishes to delegate authority to the Designated Representatives specified herein, for a limited time, to approve the interest rate(s), maturity date, redemption terms, and other terms for the Note within the parameters set by this ordinance;

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

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings, unless the context requires otherwise:

2019 Bonds means the “Water and Sewer Revenue Bonds, 2019” issued pursuant to the 2019 Bond Ordinance.

2019 Bond Ordinance means Ordinance No. 1699 of the City passed on October 1, 2019.

2021 Bond Ordinance means Ordinance No. 1746 of the City passed on May 4, 2021.

2021 Bonds means the “Water and Sewer Revenue and Refunding Bonds, 2021” issued pursuant to the 2021 Bond Ordinance.

Annual Debt Service means, in any calendar year, that year’s total of principal and interest requirements for the then-outstanding Parity Bonds (excluding the principal maturity of any Parity Bonds issued as term bonds), plus any mandatory sinking fund or mandatory bond redemption requirement for such Parity Bonds for that year, less all capitalized interest payable that year from the proceeds of such Parity Bonds.

Assessment Bonds means, as of its date of calculation, that portion of all Parity Bonds outstanding equal to the aggregate principal amount of nondelinquent ULID Assessments then remaining to be collected and paid into the Bond Fund plus the principal amount of ULID Assessments previously paid into and then on deposit in the Bond Fund.

Average Annual Debt Service means, in any calendar year, the sum of the Annual Debt Service of the then-outstanding Parity Bonds, divided by the number of years such Parity Bonds are scheduled to remain outstanding.

Bonds means the City’s Water and Sewer Revenue Bonds, 20XX (Utility Local Improvement District No. 7 (Meadowbrook)) authorized to be issued in one or more series to pay and redeem the Note.

City means the City of North Bend, Washington, a municipal corporation duly organized and existing by virtue of the laws of the State.

City Administrator means the duly appointed and acting City Administrator of the City, or the successor of such office.

City Clerk means the duly appointed and acting City Clerk of the City, or the successor of such office.

Closing means the date of delivery of the Note to the Purchaser.

Code means the Internal Revenue Code of 1986 as it may be amended, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Commission means the United States Securities and Exchange Commission.

Council or City Council means the City Council as the general legislative authority of the City, as duly and regularly constituted from time to time.

Coverage Requirement means, in any calendar year, an amount of Net Revenue at least equal to 1.25 times the Annual Debt Service in that year on Parity Bonds that are not Assessment Bonds and, for Assessment Bonds, in any calendar year Coverage Requirement means an amount of ULID Assessments collections together with Net Revenue that is available after satisfying the Coverage Requirement on bonds that are not Assessment Bonds, at least equal to

1.00 times the Annual Debt Service in that year on such Assessment Bonds. Furthermore, in calculating the Coverage Requirement adjustments shall be made to Annual Debt Service for each calendar year by subtracting any amount scheduled to be received in that calendar year by the City as a federal credit payment with respect to Parity Bonds designated by the City as federal tax credit bonds, including but not limited to build America bonds and similar “direct-pay” tax credit bond programs.

Covered Bonds mean those Future Parity Bonds designated in the Parity Bond Ordinance authorizing their issuance as Covered Bonds secured by the Reserve Account. The Note is not a Covered Bonds.

Default Rate means the fixed rate of the Note, plus 4% (400 basis points).

Designated Representative means the Mayor, City Administrator and the Finance Director of the City and any successor to the functions of such offices. The signature of one Designated Representative shall be sufficient to bind the City.

Event of Default means the declaration by the Registered Owner of the Note of an event of default as a result of a reasonable determination by the Registered Owner that there has been: (i) a failure of the City to pay principal of or interest on the Note when due, as provided in this ordinance, the Note Purchase Contract and the Note; (ii) a failure by the City to comply with any of its obligations or to perform any of its duties, under this ordinance, the Note Purchase Contract or the Note, which failure continues, and is not cured, for a period of more than ninety (90) days after the Registered Owner has made written notice to the City to cure such failure; or, (iii) a material misrepresentation to the Registered Owner by the City in this ordinance, the Note Purchase Contract or the Note, as reasonably concluded by the Registered Owner after investigation and discussion with the City; provided, however, that no consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under the Note shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

Fair Market Value means the price at which a willing buyer would purchase an investment from a willing seller in a bona fide, arm’s length transaction, except for specified investments as described in Treasury Regulation § 1.148-5(d)(6), including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term “investment” will include a hedge.

Finance Director shall mean the City’s Finance Director or the successor to such officer.

Future Parity Bond Authorizing Ordinance means an ordinance of the City authorizing the issuance and sale and establishing the terms of Future Parity Bonds.

Future Parity Bonds means all revenue bonds and other obligations of the City for borrowed money (including, without limitation, financing leases) issued or incurred after the date of the issuance of the Note, the payment of which constitutes a lien and charge on the Net Revenue and ULID Assessments (if any) equal in rank with the lien and charge upon such revenue and assessments required to be paid into the Bond Fund to pay and secure the payment of the principal of and interest on the Note.

Independent Utility Consultant means a professional consultant experienced with municipal utilities of comparable size and character to the System.

Maximum Annual Debt Service means the maximum amount of Annual Debt Service which is scheduled to become due in any calendar year on all outstanding Parity Bonds.

Mayor means the duly elected Mayor of the City or the successor to such officer.

Net Revenue means the Revenue of the System less the Operating and Maintenance Expense.

Note Purchase Contract means the contract for the purchase of the Note between the Purchaser and City, executed pursuant to this ordinance.

Note Register means the registration records for the Note maintained by the Note Registrar.

Note Registrar means the Finance Director, whose duties include registering and authenticating the Note, maintaining the Note Register, transferring ownership of the Note, and paying the principal of and interest on the Note.

Note means the City's Water and Sewer Revenue Note, 20XX (Taxable) (Utility Local Improvement District No. 7 (Meadowbrook)) authorized to be issued pursuant to this ordinance.

Operating and Maintenance Expense means all reasonable expenses incurred by the City in causing the System to be operated and maintained in good repair, working order and condition, including without limitation payments of premiums for insurance on the System; costs incurred in connection with the acquisition of water or the securing of water rights; payments to any public or private entity for water service, sewage treatment and disposal service or other utility service in the event that the City enters into a contract for such service; pro-rata budget allocations or charges for the City's administration expenses where those represent a reasonable distribution and share of actual costs; and any State-imposed taxes. Operating and Maintenance Expense shall exclude depreciation, taxes levied or imposed by the City, payments-in-lieu-of-taxes paid to the City, capital additions and capital replacements to the System.

Outstanding Parity Bond Ordinances means, together, the ordinances authorizing the issuance of the Outstanding Parity Bonds, as described in the recitals to this ordinance.

Outstanding Parity Bonds means, together, the outstanding 2019 Bonds and 2021 Bonds.

Parity Bond Ordinances means, as applicable to each series of Parity Bonds, the Outstanding Parity Bond Ordinances, this ordinance, and any Future Parity Bond Authorizing Ordinance.

Parity Bonds means any and all revenue bonds or other revenue obligations issued by the City which have a lien upon the Net Revenue and ULID Assessments to pay and secure the payment of the principal thereof and interest thereon equal to the lien created on the Net Revenue and ULID Assessments to pay and secure the payment of the principal of and interest on the Bonds. Upon issuance of the Note, "Parity Bonds" shall include the Outstanding Parity Bonds, the Note and any Future Parity Bonds.

Parity Conditions means, as conditions to the issuance of Future Parity Bonds, the requirements set forth in Section 14 of this ordinance.

Principal and Interest Account means the account of that name previously created in the Bond Fund for the payment of the principal of and interest on all Parity Bonds.

Purchaser means Key Government Finance, Inc., and its successors.

Rate Stabilization Fund means the fund of that name created pursuant to Ordinance No. 1388.

Registered Owner means the person in whose name the Note is registered on the Note Register.

Reserve Account means the account of that name originally created in the Bond Fund.

Reserve Requirement means the dollar amount to be calculated with respect to all Covered Bonds, and separately with respect to other Parity Bonds.

(a) With respect to Covered Bonds, the Reserve Requirement means as of any date an amount equal to the least of (1) 1.25 times the Average Annual Debt Service of all then-outstanding Parity Bonds; (2) Maximum Annual Debt Service of all then-outstanding Parity Bonds; or (3) 10% of the proceeds of all then-outstanding Parity Bonds.

(b) With respect to any other series of Parity Bonds, the Reserve Requirement shall be equal to the amount, if any, specified in the Parity Bond Ordinance authorizing the issuance of such Parity Bonds.

Reserve Surety means any bond insurance, letter of credit, guaranty, surety bond or similar credit enhancement device obtained by the City equal to part or all of the Reserve Requirement for any Parity Bonds which is issued by an institution which has been assigned a

credit rating at the time of issuance of the device in one of the three highest rating categories of Moody's Investors Service, Inc., S&P Global Ratings or Fitch, Inc., or any other rating agency then maintaining a rating on the Bonds.

Revenue of the System or Revenue means all of the earnings and revenues received by the City from the maintenance and operation of the System from any source whatsoever, including but not limited to: revenues from the sale, lease or furnishing of commodities, services, properties or facilities; all earnings from the investment of money in the Bond Fund, which earnings are deposited into the Principal and Interest Account; earnings from the investment of money in any maintenance fund or similar fund; all connection and capital improvement charges collected for the purpose of defraying the cost of capital facilities of the System; and withdrawals from the Rate Stabilization Fund. However, the Revenue of the System shall not include: (a) revenues from general ad valorem taxes; (b) principal proceeds of Parity Bonds or any other borrowings, or earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund obligations relating to the System (until commingled with other earnings and revenues included in the Revenue of the System) or held in a special account for the purpose of paying a rebate to the United States Government under the Code; (c) income and revenue which may not legally be pledged for revenue bond debt service; (d) improvement district assessments; (e) federal or state grants, and gifts from any source, allocated to capital project; (f) federal tax credit payments with respect to bonds issued as build America bonds or similar direct-pay tax credit bonds; (g) payments under bond insurance or other credit enhancement policy or device; (h) insurance or condemnation proceeds used for the replacement of capital projects or equipment; (i) proceeds from the sale of System property; (j) earnings in any construction fund or bond redemption fund; (k) deposits to the Rate Stabilization Fund; or (l) revenue from any Separate System.

Rule means the Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Separate System means any water supply, sewage collection or treatment, stormwater or other utility service or facilities that may be created, acquired or constructed by the City as provided in Section 15 of this ordinance.

State means the State of Washington.

System means the existing waterworks utility of the City, which is composed of the combined water system, sewage system and storm and surface water drainage system of the City, together with all additions thereto and betterments and extensions thereof heretofore or hereafter made.

Term Bonds means those Bonds designated as such by a Designated Representative pursuant to Section 4 of this ordinance.

ULID means a utility local improvement district of the City.

ULID Assessments means all assessments levied and collected in any ULID of the City created for the acquisition or construction of additions to and extensions and betterments of the System, if such assessments are pledged to be paid into the Bond Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments shall include any installments of assessments and interest or penalties which may be due thereon and shall exclude any assessments paid during the prepayment period for any ULID.

ULID No. 7 means Utility Local Improvement District No. 7 (Meadowbrook), created by the ULID No. 7 Ordinance for the purpose of paying the costs of the ULID No. 7 Project.

ULID No. 7 Ordinance means Ordinance No. 1780 passed by the City Council on August 2, 2022, ordering the formation of ULID No. 7.

ULID No. 7 Project means the improvements within ULID No. 7 as authorized in the ULID No. 7 Ordinance.

ULID No. 7 Project Fund has the meaning set forth in Section 7 of this ordinance.

Section 2. Parity Requirements; Authorization of Bonds and Bond Details.

(a) *Findings; Parity Requirements.* In accordance with the Outstanding Parity Bond Ordinances, which permit the issuance of additional Parity Bonds upon compliance with the conditions set forth therein, the City hereby finds and determines, as follows:

(1) The Note is being issued for lawful purposes of the City related to the System.

(2) There is not now and at the time of closing of the Note there shall not be any deficiency in the Bond Fund, the Principal and Interest Account or the Reserve Account.

The applicable conditions of the Outstanding Parity Bond Ordinances having been or to be complied with in connection with the issuance of the Bonds, the pledge contained herein of Net Revenue and ULID Assessments to pay and secure the payment of the Note shall constitute a lien and charge upon such Net Revenue and ULID Assessments equal in rank with the lien and charge upon the Net Revenue and ULID Assessments to pay and secure the payment of the Outstanding Parity Bonds.

(b) *Additions and Betterments to the System.* The Council hereby finds that the public interest, welfare and convenience require the design, construction, and installation of the ULID No. 7 Project, and that said improvements are legally required and/or economically sound, and will contribute to the conduct of the business of the System in an efficient manner. The City shall provide all equipment, connections and appurtenances together with all work as may be incidental and necessary to complete the ULID No. 7 Project.

The City shall acquire by purchase, lease or condemnation, all property, both real and personal, or any interest therein, or rights-of-way and easements that may be found necessary to acquire, construct and install the ULID No. 7 Project.

(c) *Authorization of Bonds.* For the purpose of providing funds to finance and/or refinance the ULID No. 7 Project, including costs of issuing the Note and the Bonds, there shall be issued and sold special limited obligations of the City to be designated the “City of North Bend, Washington, Water and Sewer Revenue Bonds, 20[] (Utility Local Improvement District No. 7 (Meadowbrook))” in an amount at least sufficient to pay the principal of and interest on the Note or any additional notes issued to redeem the Note on or before maturity, to the extent not paid from other sources.

The Bonds to be issued shall be in such series, principal amounts, denomination(s) and form; shall be dated and bear interest at such rate or rates; shall be payable at such place or places; shall have such option of payment prior to maturity; shall contain and be subject to such covenants; may be combined with any subsequently authorized bonds and issued as a single combined series, as provided hereafter by ordinance of the Council. The Bonds shall be payable from Net Revenue and ULID Assessments on a parity of lien on such revenue with the outstanding Parity Bonds. The Bonds shall constitute a lien and charge upon the Net Revenue and ULID Assessments prior and superior to any other charges whatsoever.

(d) *Authorization of Note.* For the purpose of providing funds to finance, refinance and/or reimburse the City for costs of the ULID No. 7 Project and paying costs of issuance, the City is hereby authorized to issue its water and sewer revenue note (the “Note”) in the aggregate principal amount of not to exceed \$1,200,000.

(e) *Description of Note.* The Note shall be designated the “City of North Bend, Washington, Water and Sewer Revenue Note, 20XX (Taxable) (Utility Local Improvement District No. 7 (Meadowbrook))” with such series designation as set forth in the Note and approved by a Designated Representative. The Note shall be dated as of Closing; shall be fully registered as to both principal and interest; shall be in one denomination; shall be numbered in such manner and with any additional designation as the Note Registrar deems necessary for purposes of identification; shall be fully funded at Closing; shall bear interest from its date payable at the rate (subject to the Default Rate) on the dates and commencing as provided in the Note Purchase Contract; and shall mature on the date set forth in the Note Purchase Contract. Interest on the Note shall be calculated per annum on the basis of a 360-day year of twelve 30-day months, unless otherwise provided in the Note Purchase Contract and the Note. If the City fails to pay principal of or interest on the Note when due, then the unpaid payment shall accrue interest at the Default Rate until such payment default is cured, and for any Event of Default, that is not cured within 90 days written notice thereof to the City, then the entire principal on the Note shall bear interest at the Default Rate until such Event of Default is cured.

(f) *Limited Obligation.* The Note shall be a special limited obligation of the City payable only from the funds and secured as provided herein. The Note does not constitute an indebtedness of the City within the meaning of the constitutional provisions and limitations of the State or chapter 39.36 RCW. The full faith and credit of the City is not pledged to the repayment of the Note.

Section 3. Registration, Exchange and Payments.

(a) *Registrar/Note Registrar.* The Finance Director shall act as Note Registrar. The Note Registrar is authorized, on behalf of the City, to authenticate and deliver the Note if transferred or exchanged in accordance with the provisions of the Note and this ordinance and to carry out all of the Note Registrar's powers and duties under this ordinance.

(b) *Registered Ownership.* The City and the Note Registrar may deem and treat the Registered Owner of the Note as the absolute owner for all purposes, and neither the City nor the Note Registrar shall be affected by any notice to the contrary. Payment of the Note shall be made only as described in subsection (d) below. All such payments made as described in subsection (d) below shall be valid and shall satisfy the liability of the City upon the Note to the extent of the amount so paid.

(c) *Transfer or Exchange of Registered Ownership.* The Purchaser shall have the right at any time to assign, transfer or convey the Note in whole but no such assignment, transfer or conveyance shall be effective as against the City unless and until the Purchaser has delivered to the City prior written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Purchaser or (ii) banks, wholly-owned direct or indirect subsidiaries of banks or bank holding companies, insurance companies or other financial institutions or their affiliates that signs a qualified purchaser letter in substantially the same form as provided by the Purchaser in connection with the issuance of the Note and otherwise satisfactory to the City.

(d) *Place and Medium of Payment.* Both principal of and interest on the Note shall be payable in lawful money of the United States of America. Principal on the Note shall be payable by check or warrant or by other means mutually acceptable to the Purchaser and the City. Interest shall be payable as provided in Section 3. Upon final payment of principal of and interest on the Note, the Registered Owner shall surrender the Note for cancellation at the office of the Note Registrar.

Section 4. Right of Prepayment. The City reserves the right to prepay and redeem the Note as provided in the Note and in the Note Purchase Contract.

Section 5. Form of Note. The Note shall be in substantially the form set forth in Exhibit A, which is incorporated herein by this reference, with such changes thereto as may be approved by a Designated Representative.

Section 6. Execution of Note. The Note shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City and the seal of the City shall be impressed, imprinted or otherwise reproduced thereon.

Only such Note as shall bear thereon a Certificate of Authentication in the form in Exhibit A, manually executed by the Note Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Note shall cease to be an officer or officers of the City before the Note so signed shall have been authenticated or delivered by the Note Registrar, or issued by the City, such Note may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Note may also be signed and attested on behalf of the City by such persons who, at the date of the actual execution of the Note, are the proper officers of the City, although at the original date of such Note any such person shall not have been such officer of the City.

Section 7. Application of Note Proceeds. Proceeds of the Note shall be deposited into the project fund, which is hereby authorized to be created (the "ULID No. 7 Project Fund"), and used to pay the costs of the ULID No. 7 Project Fund and costs of issuance of the Note. The Finance Director may invest money in the ULID No. 7 Project Fund in legal investments for City funds. Earnings on such investments shall accrue to the benefit of the ULID No. 7 Project Fund.

Section 8. Not Tax Exempt. Interest on the Note is not intended to be exempt from federal income taxation.

Section 9. Payments into the Bond Fund. The Bond Fund has been previously created and established in the office of the Finance Director as a special fund of the City, consisting of two accounts, each held separate and apart from the other: the Reserve Account and the Principal and Interest Account. The City may create sinking fund subaccounts or other subaccounts in the Bond Fund for the payment or securing of the Parity Bonds as long as the maintenance of such subaccounts does not conflict with the rights of the owners of any such Parity Bonds.

(a) The City hereby covenants and agrees that all ULID Assessments shall be deposited into the Principal and Interest Account of the Bond Fund.

(b) In addition to the required deposits for the Outstanding Parity Bonds and any Future Parity Bonds, so long as the Note is Outstanding, the Finance Director shall set aside and pay into the Bond Fund out of the Net Revenue, a fixed amount without regard to any fixed proportion, as follows:

(1) Into the Principal and Interest Account, on or before each debt service payment date, an amount which, together with ULID Assessments and other money on deposit therein, will be sufficient to pay interest coming due and payable on the next debt service payment date;

(2) Into the Principal and Interest Account, on or before each debt service payment date, an amount which, together with ULID Assessments and other money on deposit therein, will be sufficient to pay principal coming due and payable on the next debt service payment date, including mandatory redemption amounts due on that date with respect to any Term Bonds;

(3) Into the Reserve Account, with respect to any Covered Bonds:

(A) on the date of issue of such Covered Bonds, an amount which, together with other money and Reserve Sureties on deposit in the Reserve Account, will be equal to the Reserve Requirement for the then outstanding Parity Bonds that are Covered Bonds;

(B) at least annually, regular installments of amounts that will cause the additional amount required to be deposited due to the issuance of Future Parity Bonds that are Covered Bonds to be accumulated by no later than five years from the date of such issue; or

(C) on the date of issue, one or more Reserve Sureties the face amount of which, together with any amount deposited under subsection (A), above, are equal to the Reserve Requirement for the outstanding Parity Bonds that are Covered Bonds.

(4) Into any other reserve account created in the future for the payment of debt service on Parity Bonds as set forth in the applicable Parity Bond Ordinance.

(c) The Note is not a Covered Bond and will not be secured by a reserve account. The Reserve Requirement with respect to the Note is zero. The City covenants and agrees that it will at all times that any Covered Bonds remain outstanding, maintain in the Reserve Account an amount (including the face amount of any Reserve Surety permitted to be deposited therein) equal to the Reserve Requirement, except for withdrawals authorized in this subsection.

(1) Whenever there is a sufficient amount in the Principal and Interest Account and the Reserve Account to pay the principal of, premium, if any, and interest on all Covered Bonds then outstanding, the money in the Reserve Account may be used to pay such principal, premium, if any, and interest. Money in the Reserve Account may be withdrawn to redeem and retire, by payment of principal, premium, if any, and the interest due to such date of redemption, any outstanding Covered Bonds so long as the value of deposits remaining on deposit in the Reserve Account are equal to the Reserve Requirement.

(2) If the amount in the Principal and Interest Account is insufficient to make any debt service payment with respect to any Covered Bonds, such insufficiency shall be made up from the Reserve Account by the withdrawal of money therefrom. Any deficiency created in the Reserve Account by reason of any such withdrawal shall be made up from the Net Revenue or ULID Assessments that are first available after making necessary provisions for the required payments into the Principal and Interest Account.

(d) All money in any Bond Fund may be kept in cash or may be invested in any legal investment for City funds, maturing not later than the date when needed (for investments in the Principal and Interest Account) or the last maturity of any outstanding Parity Bonds (for investments in the Reserve Account), but only to the extent that the same are acquired, valued and disposed of at Fair Market Value.

(e) Income from the investments in the Principal and Interest Account shall be retained in that account. Income from investments in the Reserve Account shall be retained in that account until the amount therein is equal to the Reserve Requirement, and any excess

shall be deposited into the Principal and Interest Account. If the value of the money and investments in the Reserve Account exceeds the Reserve Requirement, the excess shall be transferred to the Principal and Interest Account. The City may, at any time, value the amount on deposit in the Reserve Account and any other reserve accounts securing the payment of Parity Bonds and may transfer any excess to the Principal and Interest Account as provided in this subsection (e).

Section 10. Pledge and Lien Position. The City hereby irrevocably covenants that it will issue the Bonds or refunding notes in amounts sufficient to pay such principal and interest on the Note as the same shall become due. Such proceeds are hereby pledged irrevocably to the payment of the Note.

The Net Revenue and all ULID Assessments are pledged for the payment of the Parity Bonds, including the Note. This pledge shall constitute a lien and charge upon the Net Revenue and ULID Assessments prior and superior to any other liens and charges whatsoever, except that the amounts so pledged are of equal lien to the charges upon the Net Revenue and ULID Assessments which have been pledged to pay and secure the payment of the principal of and interest on the Outstanding Parity Bonds, and which may hereafter be made to pay and secure the payment of the principal of and interest on any Future Parity Bonds.

Section 11. Covenants of the City. The City covenants and agrees so long as the Note is outstanding as follows:

(a) *Rates and Charges; Coverage.* The City will establish, maintain, revise as necessary, and collect rates and charges for services furnished by the System that will be sufficient to produce Net Revenue in each calendar year, which, together with ULID Assessments that are collected in such year and other revenue available therefor, will be at least equal to the Coverage Requirement.

(b) *Maintenance and Repair.* The City will at all times maintain and keep the System in good repair, working order and condition, and also will at all times operate such utility and the business in connection therewith in an efficient manner and at a reasonable cost.

(c) *ULID Assessments.* The City will collect promptly all ULID Assessments. Such ULID Assessments may be used to pay the principal of or interest on any bonds payable out of the Bond Fund without those ULID Assessments being particularly allocated to the payment of principal of or interest on any particular series of Parity Bonds.

(d) *Sale or Transfer of System.* The City may sell, transfer or otherwise dispose of any or all of the works, plant, properties, facilities or other part of the System or any real or personal property comprising a part of the System only consistent with one or more of the following:

(1) The City in its discretion may carry out such a sale, transfer or disposition (each, as used in this subparagraph, a “transfer”) if the facilities or property transferred are not material to the operation of the System, or shall have become

unserviceable, inadequate, obsolete or unfit to be used in the operation of the System or are no longer necessary, material or useful to the operation of the System; or

(2) The City in its discretion may carry out such a transfer if the aggregate depreciated cost value of the facilities or property being transferred under this subparagraph (2) in any fiscal year comprises no more than 3% of the total assets of the System; or

(3) The City in its discretion may carry out such a transfer if the City receives from the transferee an amount equal to the greater of the following:

(A) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Bond Fund and accounts therein) that the Revenue of the System from the portion of the System sold or disposed of for the preceding year bears to the total Revenue for that period; or

(B) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the Net Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(C) An amount equal to the fair market value of the portion of the System transferred. As used in this section, "fair market value" means the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the willing buyer and willing seller each acting prudently and knowledgeably and assuming that the price is not affected by coercion or undue stimulus.

The proceeds of any transfer under this subparagraph (3) shall be used, first, to promptly redeem (or shall be irrevocably set aside for the redemption of) Parity Bonds, and, if any proceeds remain, second, to provide for part of the cost of additions to and betterments and extensions of the System.

(e) *Books and Records.* The City will keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the System, and it will furnish the Registered Owner of the Note, at the written request of such Registered Owner, complete operating and income statements of the System in reasonable detail covering any calendar year not more than 120 days after the close of such calendar year and it will grant any registered owners of at least 25% of the then-outstanding Parity Bonds the right at all reasonable times to inspect the entire System and all records, accounts and data of the City relating thereto. Upon request of any registered owner of any of the Parity Bonds, it also will furnish to such registered owner a copy of the most recently completed audit of the City's accounts by the State Auditor.

(f) *No Free Service.* The City will not furnish any service of the System to any customer whatsoever free of charge, except as permitted in aid of the poor and infirm in

conformance with the State Constitution, and will take prompt legal action to enforce collection of all delinquent accounts.

(g) *Insurance.* The City will at all times carry fire and such other forms of insurance on such of the buildings, equipment, facilities and properties of the City as under good practice are ordinarily carried on such buildings, equipment, facilities and properties by utilities engaged in the operation of water and sewer systems to the full insurable value thereof, and also will carry adequate public liability insurance at all times.

(h) *Operating and Maintenance Expense.* The City will pay all Operating and Maintenance Expense and otherwise meet the obligations of the City as herein set forth.

Section 12. Flow of Funds. The City will use, pay out and distribute the Revenue of the System in the following order of priority:

- (a) To pay Operating and Maintenance Expense;
- (b) To meet the debt service requirements with respect to the Parity Bonds by making payments into the Principal and Interest Account;
- (c) To make required payments into the Reserve Account to secure the payment of any Covered Bonds, and into any other reserve fund created in the future for the payment of debt service on Parity Bonds;
- (d) To meet the debt service requirements on any bonds or other obligations having a charge and lien on the Net Revenue and ULID Assessments (if any) junior to the Parity Bonds; and
- (e) To redeem and retire any then-outstanding Parity Bonds or to purchase any or all of those Parity Bonds in the open market as provided in those bonds in the open market, or to make necessary betterments and replacements of or repairs, additions or extensions to the System, or for any other lawful purpose.

The City will not create any special fund or funds for the payment of the principal of and interest on any other revenue bonds which will have any priority over or which will rank on a parity with the payments required by the Parity Bond Authorizing Ordinances to be made out of the Revenue of the System and ULID Assessments, nor will it issue Parity Bonds except as permitted pursuant to the Parity Conditions and Section 14 of this ordinance.

Section 13. Rate Stabilization Fund. There is created and established in the office of the Finance Director, a Rate Stabilization Fund. The City may at any time, as determined by the Finance Director and consistent with this ordinance, deposit into the Rate Stabilization Fund amounts from Revenue of the System and any other money received by the System and available to be used for that purpose, excluding principal proceeds of any Future Parity Bonds. The Finance Director may at any time withdraw money from the Rate Stabilization Fund for inclusion in the Net Revenue for the current fiscal year of the System, except that the total amount withdrawn from the Rate Stabilization Fund in any calendar year may not exceed the total debt service of the System in that year. Such deposits or withdrawals may be made up to

and including the date 90 days after the end of the calendar year for which the deposit or withdrawal will be included as Net Revenue. Earnings from investments in the Rate Stabilization Fund shall be deposited in that fund and shall not be included as Net Revenue unless and until withdrawn from that fund as provided in this section. The Finance Director may also deposit earnings from investments in the Rate Stabilization Fund into any System fund as authorized by ordinance, and such deposits shall be included as Net Revenue in the year of deposit. No deposit may be made into the Rate Stabilization Fund to the extent that such deposit would prevent the City from meeting the Coverage Requirement in the relevant calendar year.

Section 14. Future Parity Bonds.

(a) *Future Parity Bonds; Parity Conditions.* The City covenants and agrees with the Registered Owner of the Note that, for as long as the Note remains outstanding, the City will not issue any bonds having a greater or equal priority of lien upon the Net Revenue and ULID Assessments to pay and secure the payment of the principal of and interest on the Parity Bonds except upon satisfaction of the conditions set forth below. Nothing herein contained shall prevent the City from issuing revenue bonds to refund maturing Parity Bonds for the payment of which moneys are not otherwise available.

(b) The City reserves the right, upon compliance with the conditions set forth below, to issue Future Parity Bonds and to pledge that payments will be made out of the Revenue of the System into the Bond Fund and the accounts therein to pay and secure the payment of the principal of and interest on such Future Parity Bonds on a parity with the payments required to be made out of such moneys into the Bond Fund and its accounts to pay and secure the payment of the principal of and interest on any Parity Bonds then outstanding.

Future Parity Bonds may be issued only for the purposes of: first, providing funds to acquire, construct, reconstruct, install or replace any equipment, facilities, additions, betterments or other capital improvements to the System pursuant to a plan or plans of additions and betterments thereto hereafter adopted, or, second, refunding at or prior to their maturity, any part or all of any outstanding revenue bond anticipation notes, or revenue bonds, or other obligations payable out of the Revenue of the System.

(c) *Parity Conditions.* Future Parity Bonds may be issued only upon compliance with the following conditions:

(1) At the time of the issuance of any Future Parity Bonds there may be no deficiency in the Bond Fund, the Principal and Interest Account, the Reserve Account or the other funds and accounts held therein.

(2) With respect to Covered Bonds, the Future Parity Bond Authorizing Ordinance must provide for the deposit into the Reserve Account of any combination of Future Parity Bond proceeds, Reserve Sureties, or other money legally available, in the amount necessary (if any) to make the amount on deposit in the Reserve Account equal to the Reserve Requirement, which may include the deposit of approximately equal annual installments that will

provide for full funding of the Reserve Requirement no later than five years after the date of issuance of the Future Parity Bonds that are Covered Bonds.

(3) If Future Parity Bonds are to be issued as term bonds, the Future Parity Bond Authorizing Ordinance shall provide for a schedule of mandatory sinking fund redemption payments to be made into the Principal and Interest Account sufficient to amortize the principal of such term bonds on or before the maturity date thereof.

(4) The Future Parity Bond Authorizing Ordinance authorizing the issuance of such Future Parity Bonds shall provide that ULID Assessments levied in any ULIDs created to pay part of the cost of improvements to the System for which such Future Parity Bonds are issued shall be paid into the Bond Fund.

(5) *Parity Certificate.*

(i) *Certificate of an Independent Utility Consultant.* The City shall have on file a certificate of an Independent Utility Consultant showing that, in his or her professional opinion, the “Adjusted Net Revenue” and the “Estimated Assessment Income” (as such terms are defined below) for each calendar year after the issuance of such Future Parity Bonds will equal at least 1.25 times the “Future Average Annual Debt Service” (as defined below). The Independent Utility Consultant may rely upon, and the Consultant’s certificate shall have attached to it, financial statements of the System, showing income and expenses for the period upon which the same is based. The Independent Utility Consultant’s certificate shall be conclusive and the only evidence required to show compliance with the provisions and requirements of these Parity Conditions; or

(ii) *Certificate of Finance Director.* In lieu of the certificate of an Independent Utility Consultant, the City may have on file a certificate of the Finance Director showing that that Net Revenue and Estimated Assessment Income in any 12 consecutive months out of the most recent 24 months preceding the delivery of the Future Parity Bonds then proposed to be issued, as determined from the financial statements of the System (which may not be audited), were not less than 1.25 times Future Average Annual Debt Service. In issuing such certificate the Finance Director shall reflect in the certificate the Net Revenue he or she estimates would have been collected in such 12-month period if the City Council at any time on or prior to the date of delivery of the Future Parity Bonds proposed to be issued had adopted any adjustment in the rates, fees and charges collected by the City for the services to the System if such new rates, fees and charges had been in effect for the entire 12 month period.

(6) *Refunding Bonds.* Notwithstanding the foregoing requirement for a parity certificate, if Future Parity Bonds are to be issued for the purpose of refunding at or prior to their maturity any part or all of the then-outstanding Parity Bonds and the issuance of such refunding Future Parity Bonds will result in a debt service savings and does not require an increase of more than \$5,000 in any fiscal or calendar year for principal of and interest on such refunding Future Parity Bonds over and above the amount required in such year for the principal of and interest on the Parity Bonds being refunded thereby, a certificate described in (5) above is not required.

(d) *Definitions.* As used in these Parity Conditions, the following capitalized terms have the following meanings:

(1) “Future Annual Debt Service” means the amount required to be paid in a calendar year for (i) interest on all Parity Bonds then outstanding including the Future Parity Bonds proposed to be issued, plus (ii) the principal of all Parity Bonds then outstanding including the Future Parity Bonds proposed to be issued, minus (iii) the amounts scheduled to be received in that calendar year by the City as a federal credit payment with respect to Parity Bonds designated by the City as federal tax credit bonds, including but not limited to build America bonds and similar “direct-pay” tax credit bond programs.

(2) “Future Average Annual Debt Service” means (i) the total Future Annual Debt Service for the calendar years in which all Parity Bonds including the Future Parity Bonds proposed to be issued are outstanding divided by the number of such calendar years, minus (ii) the amounts scheduled to be received in that calendar year by the City as a federal credit payment with respect to Parity Bonds designated by the City as federal tax credit bonds, including but not limited to Build America Bonds and similar “direct-pay” tax credit bond programs.

(3) “Adjusted Net Revenue” means Net Revenue for a period of any 12 consecutive months out of the 24 months immediately preceding the issue date of the proposed Future Parity Bonds for each calendar year after such issue date, for so long as any Parity Bonds, including the Future Parity Bonds proposed to be issued, remain outstanding, which Net Revenue calculation may be adjusted by the Independent Utility Consultant to take into consideration certain changes in Net Revenue estimated to occur under the certain conditions, as follows:

(A) The additional Net Revenue, which would have been received if any change in rates and charges adopted prior to the date of the Independent Utility Consultant’s certificate and subsequent to the beginning of such eighteen-month period, had been in force during the full twelve-month period;

(B) The additional Net Revenue, which would have been received if any facility of the System, which became fully operational after the beginning of such twelve-month period had been so operating for the entire period;

(C) The additional Net Revenue estimated by such Independent Utility Consultant to be received as a result of any additions, betterments and improvements to and extensions of any facilities of the System which are (a) under construction as of the date of the Consultant’s certificate, or (b) will be constructed from the proceeds of the Future Parity Bonds to be issued;

(D) The additional Net Revenue estimated by such Independent Utility Consultant to be received if any customers added to the System during such twelve-month period were customers for the entire period; and

(E) The additional Net Revenue estimated to be received from anticipated growth in customers not to exceed 2% per year for a period of not more than ten years after delivery of such proposed Future Parity Bonds.

(4) “Estimated Assessment Income” for each calendar year shall be determined as follows:

(A) by deducting from the principal amount of unpaid ULID Assessments levied by the City in each applicable ULID and payable into the Bond Fund for estimated nonpayment an amount equal to 5% of such unpaid principal;

(B) by dividing the principal balance remaining after such deduction by the number of years in which installments on each such assessment roll may be paid without becoming delinquent; and

(C) by adding to the amount found for each year the interest due and payable on such installments.

(e) *Subordinate Bonds.* Nothing herein contained shall prevent the City from (1) issuing revenue bonds or other obligations which are a charge upon the Net Revenue junior or inferior to the payments required by Parity Bond Ordinances to be made out of the Net Revenue into the Bond Fund and the Accounts therein to pay and secure the payment of the then outstanding Parity Bonds, and (2) securing such junior lien revenue bonds by pledge of assessments levied in one or more ULIDs which shall have been created to construct the improvements to be paid for out of the proceeds of such junior lien revenue bonds.

Section 15. Separate Utility Systems. The City may create, acquire, construct, finance, own and operate one or more additional systems for water supply, sewer service, water, sewage or stormwater transmission, treatment or other commodity or utility service. The revenue of that Separate System, and any ULID assessments payable solely with respect to improvements to a Separate System, shall not be included in the Revenue of the System and may be pledged to the payment of revenue obligations issued to purchase, construct, condemn or otherwise acquire or expand the Separate System. Neither the Revenue of the System nor the Net Revenue may be pledged to the payment of any obligations of a separate utility Separate System except that the Net Revenue may be pledged on a basis subordinate to the lien on such revenue to the lien of the Parity Bonds.

Section 16. Sale of Note.

(a) *Note Sale.* The Council has determined that it would be in the best interest of the City to delegate for a limited time the authority to approve the final terms of the Note. Subject to the terms and conditions set forth in this Section 16, each Designated Representative is hereby authorized (i) to approve the principal payment date(s), dated date, denomination, interest payment date(s), redemption/prepayment provisions and interest rate or rates for the Note issued under the terms of this ordinance, (ii) to execute the Note Purchase Contract and/or other documents necessary for the sale of the Note to the Purchaser (including but not limited to a rate lock agreement); (iii) to agree to any additional terms and covenants that are in the best interest

of the City and consistent with this ordinance; and (iv) to execute the sale of the Note to the Purchaser. Notwithstanding the foregoing, the sale of the Note to the Purchaser shall be subject to the following conditions:

- (1) the principal amount of the Note does not exceed \$1,200,000,
- (2) the final maturity of the Note is no later than three years from the Closing,
- (3) the interest rate on the Note does not exceed 6.5%, subject to the Default Rate;
- (4) the Default Rate does not exceed the interest rate on the Note by more than 4% (400 basis points), and
- (5) the Note otherwise conforms to all other terms of this ordinance.

(b) *Report to Council; Expiration of Authority.* Following the sale of the Note, a Designated Representative shall provide a report to the Council describing the sale and final terms of the Note approved pursuant to the authority delegated in this section. The authority granted to the Designated Representatives by this Section 16 shall expire on June 1, 2023. If the Note authorized herein has not been sold by June 1, 2023, the Note shall not be issued nor its sale approved unless the Note shall have been re-authorized by ordinance of the Council. The ordinance re-authorizing the issuance and sale of such Note may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance approving the sale of the Note or establishing terms and conditions for the authority delegated under this Section 16.

(c) *Delivery of Note; Documentation.* Upon the passage and approval of this ordinance, the proper officials of the City including the Designated Representatives and City Clerk are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Note to the Purchaser and further to execute all closing certificates, agreements, and documents required to effect the closing and delivery of the Note in accordance with the terms of this ordinance, including but not limited to the Bond Purchase Contract and other agreements required by the Purchaser that are consistent with this ordinance.

Section 17. Ongoing Disclosure; Information to be Provided to the Purchaser. The Note is exempt from ongoing disclosure requirements of the Rule.

While the Note is outstanding, the City shall provide to the Registered Owner the following:

(a) a copy of its annual financial statements, which statements may not be audited, except that if and when audited financial statements are otherwise prepared and available to the City, they will be provided to the Registered Owner within a reasonable timeframe, and operating data of the type and form that the City is required to file in connection with its ongoing disclosure undertakings entered into under the Rule for its Outstanding Parity Bonds. The annual financial statements and operating data shall be provided to the Register Owner on or before the end of nine months after the end of the City's fiscal year, and

(b) reports and other information, if any, set forth in the Note Purchase Contract.

Section 18. Amendatory and Supplemental Ordinances.

(a) This ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Note, except as provided in and in accordance with and subject to the provisions of this section.

(b) The City, from time to time, and at any time, without the consent of or notice to the Registered Owner of the Note, may pass supplemental or amendatory ordinances as follows:

(1) To cure any formal defect, omission, inconsistency or ambiguity in this ordinance in a manner not adverse to the owner of any Parity Bonds;

(2) To impose upon the Note Registrar for the benefit of the Registered Owner of the Note any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this ordinance as theretofore in effect;

(3) To add to the covenants and agreements of, and limitations and restrictions upon, the City in this ordinance, other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary or inconsistent with this ordinance as theretofore in effect;

(4) To confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by this ordinance of any other money, securities or funds;

(5) To make correlative amendments and modifications to this ordinance regarding exchangeability of the Note, redemptions of portions of the Note and similar amendments and modifications of a technical nature;

(6) To modify, alter, amend or supplement this ordinance in any other respect which is not materially adverse to the registered owners of the Parity Bonds and which does not involve a change described in subsection (c) of this section;

(7) Because of change in federal law or rulings, to maintain the exclusion from gross income of the interest on any Parity Bonds from federal income taxation; and

(8) To add to the covenants and agreements of, and limitations and restrictions upon, the City in this ordinance, other covenants, agreements, limitations and restrictions to be observed by the City which are requested by a bond insurer or provider of a Reserve Surety and which are not materially adverse to the registered owners of the Parity Bonds.

Before the City may pass any such supplemental ordinance pursuant to this subsection, there shall have been delivered to the City and the Registered Owner an opinion of Bond Counsel stating that such supplemental ordinance is authorized or permitted by this ordinance and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms.

(c) Except for any supplemental ordinance entered into pursuant to subsection (b) of this section, subject to the terms and provisions contained in this subsection (c) and not otherwise:

(1) Registered Owners of not less than 50% in aggregate principal amount of the Parity Bonds then outstanding shall have the right from time to time to consent to and approve the passage by the City Council of any supplemental ordinance deemed necessary or desirable by the City for the purpose of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this ordinance; except that, unless approved in writing by the registered owners of all the Parity Bonds then outstanding, nothing contained in this section shall permit, or be construed as permitting: (i) a change in the times, amounts or currency of payment of the principal of or interest on any outstanding Parity Bond, or a reduction in the principal amount of redemption price of any outstanding Parity Bond or a change in the redemption price of any outstanding Bond or a change in the method of determining the rate of interest thereon; (ii) a preference of priority of any Parity Bond or Parity Bonds or any other bond or bonds; or (iii) a reduction in the aggregate principal amount of Parity Bonds, the consent of the registered owners of the impacted Parity Bonds of which is required for any such supplemental ordinance.

(2) If at any time the City shall pass any supplemental ordinance for any of the purposes of this subsection (c), the Note Registrar shall cause notice of the proposed supplemental ordinance to be given by first class United States mail to all registered owners of the then outstanding Parity Bonds and to Moody's Investors Service, Inc. and S&P Global Ratings, if the Parity Bonds are rated by those agencies. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that a copy thereof is on file at the office of the bond registrar for inspection by all registered owners of the outstanding Parity Bonds.

(3) Within two years after the date of the mailing of such notice, the City may pass such supplemental ordinance in substantially the form described in such notice, but only if there shall have first been delivered to the Note Registrar (i) the required consents, in writing, of the registered owners of the Parity Bonds and (ii) an opinion of Bond Counsel stating that such supplemental ordinance is authorized or permitted by this ordinance, and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Parity Bonds.

(4) If registered owners of not less than the percentage of Parity Bonds required by this subsection (c) have consented to and approved the execution and delivery thereof as herein provided, no owner of the Parity Bonds shall have any right to object to the passage of such supplemental ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the passage thereof, or to enjoin or restrain the City or the bond registrar from passing the same or from taking any action pursuant to the provisions thereof.

(d) Upon the execution and delivery of any supplemental ordinance pursuant to the provisions of this Section 18, this ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City, the bond registrar and all registered owners of Parity Bonds then outstanding, shall thereafter be determined, exercised and enforced under this ordinance subject in all respects to such modifications and amendments.

Section 19. Lost, Stolen or Destroyed Note. In case the Note shall be lost, stolen or destroyed, the Note Registrar may execute and deliver a new Note of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and the Note Registrar in connection therewith and upon his/her/its filing with the City evidence satisfactory to the City that such Note was actually lost, stolen or destroyed and of his/her/its ownership thereof, and upon furnishing the City and/or the Note Registrar with indemnity satisfactory to the City and the Note Registrar.

Section 20. Severability; Ratification. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Note. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 21. Corrections by Clerk. Upon approval of the City Attorney and bond counsel to the City, the City Clerk is hereby authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules or regulations; ordinance numbering and section/subsection numbering; and other similar necessary corrections.

Section 22. Effective Date of Ordinance. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS ____ DAY OF DECEMBER, 2022.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Pacifica Law Group LLP, Bond Counsel

ATTEST/AUTHENTICATED:

Published: _____

Effective: _____

Susie Oppedal, City Clerk

EXHIBIT A
FORM OF NOTE

UNITED STATES OF AMERICA

R-1

Not to
Exceed
\$1,200,000

TRANSFER RESTRICTED

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR JURISDICTION, THIS NOTE IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS PROVIDED IN THE NOTE ORDINANCE DESCRIBED BELOW AND MAY NOT BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT AS PROVIDED IN THE NOTE ORDINANCE.

STATE OF WASHINGTON

CITY OF NORTH BEND

WATER AND SEWER REVENUE NOTE, 20XX (TAXABLE)
(UTILITY LOCAL IMPROVEMENT DISTRICT NO. 7 (MEADOWBROOK))

INTEREST RATE: _____ PER ANNUM, SUBJECT TO ADJUSTMENT TO THE
DEFAULT RATE, AS DESCRIBED BELOW

MATURITY DATE: _____

REGISTERED OWNER: KEY GOVERNMENT FINANCE, INC.

PRINCIPAL AMOUNT: NOT TO EXCEED ONE MILLION TWO HUNDRED
THOUSAND AND NO 100/DOLLARS

The City of North Bend, Washington (the “City”), a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, on or before the Maturity Date identified above, the principal of this note, together with interest thereon, in accordance with the terms of this note, the Ordinance and the Note Purchase Contract (each as defined below).

This note is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and Ordinance No. _____ duly passed by the City Council on December __, 2022 (the “Note Ordinance”). Capitalized terms used in this note have the meanings given such terms in the Note Ordinance.

This note shall bear interest on the outstanding principal amount at the Interest Rate noted above, subject to the Default Rate, as defined in and pursuant to the terms of the Note Purchase Contract between the City and the Registered Owner dated _____, 20__ (the “Note Purchase Contract”). Interest on this note shall be paid on _____, commencing _____, and on the Maturity Date or the date of prior prepayment. Principal of and

accrued interest on this note are due and payable on the Maturity Date. Interest on the Outstanding Balance shall be calculated on the basis of a year of 360 days of twelve 30-day months. If the City fails to pay principal of or interest on this note when due, then the unpaid payment shall accrue interest at the Default Rate until such payment default is cured, and for any Event of Default, that is not cured within 90 days written notice thereof to the City, then the entire principal on this note shall bear interest at the Default Rate until such Event of Default is cured.

Upon the occurrence of an Event of Default, the Registered Owner may also exercise any remedy available at law or in equity (excluding acceleration), as provided in the Note Purchase Contract.

Proceeds of this note will be used to finance and/or reimburse the City for the cost associated with the design, construction and installation of improvements within Utility Local Improvement District No. 7 (Meadowbrook), and (c) to pay costs of issuance of this note.

This note is subject to prepayment, in whole or in part, as provided in the Note Purchase Contract.

This note is payable from and secured by the proceeds of water and sewer utility revenue bonds (the “Bonds”) to be issued and sold by the City by the Maturity Date and that have been pledged to pay this note as provided in the Note Purchase Contract and the Note Ordinance.

As security for the payment of the principal of, premium, if any, and interest on all Parity Bonds the City has pledged, in accordance with the provisions of the Note Ordinance, Net Revenue and all ULID Assessments. This pledge shall constitute a lien and charge upon the Net Revenue and ULID Assessments prior and superior to any other liens and charges whatsoever, except that the amounts so pledged are of equal lien to the charges upon the Net Revenue and ULID Assessments which have been pledged to pay and secure the payment of the principal of and interest on the Outstanding Parity Bonds, and which may hereafter be made to pay and secure the payment of the principal of and interest on any Future Parity Bonds.

The City hereby covenants and agrees with the Registered Owner that it will keep and perform all the covenants of this note, the Note Purchase Contract, and the Ordinance. The provisions of the Note Purchase Contract and the Note Ordinance are incorporated herein by this reference.

THIS NOTE IS A SPECIAL AND LIMITED OBLIGATION OF THE CITY PAYABLE ONLY FROM THE SOURCES IDENTIFIED HEREIN, IN THE NOTE PURCHASE CONTRACT AND IN THE NOTE ORDINANCE AND IS NOT A GENERAL OBLIGATION OF THE CITY, KING COUNTY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF. THIS NOTE DOES NOT CONSTITUTE A CHARGE UPON ANY GENERAL FUND OR UPON ANY MONEY OR OTHER PROPERTY OF THE CITY, KING COUNTY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF NOT SPECIFICALLY PLEDGED THERETO BY THE NOTE ORDINANCE.

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Note Registrar or its duly designated agent.

This note is issued pursuant to the Constitution and laws of the State of Washington, and duly adopted ordinances of the City. The principal of this note shall be paid only to the Registered Owner and to no other person or entity. This note is transferable only upon compliance with the conditions set forth in the Note Ordinance.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this note have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and statutes of the State of Washington; and that this note and all other obligations of such City are within every debt limitation and other limit prescribed by such Constitution and statutes.

IN WITNESS WHEREOF, the City of North Bend, Washington, has caused this note to be executed by the manual or facsimile signatures of the Mayor and the City Clerk and the seal of the City imprinted, impressed or otherwise reproduced hereon as of this ____ day of _____, 20XX.

[SEAL]

CITY OF NORTH BEND, WASHINGTON

By ____/s/ manual or facsimile
Mayor

ATTEST:
_____/s/ manual or facsimile
City Clerk

CERTIFICATE OF AUTHENTICATION

This note is registered in the name of the Registered Owner on the books of the City, in the office of the Finance Director of the City (the "Note Registrar"), as to both principal and interest, as noted in the registration blank below. All payments of principal of and interest on this note shall be made by the City from the Bond Fund.

Date of Registration	Name and Address of Registered Owner	Signature of Note Registrar
_____, 20__	Key Government Finance, Inc.	_____ Finance Director

CERTIFICATE

I, the undersigned, City Clerk of the City Council of the City of North Bend, Washington (the "City"), DO HEREBY CERTIFY:

1. The attached copy of Ordinance No. _____ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on December __, 2022; and

2. That said meeting was duly convened and held in all respects in accordance with law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper passage of said Ordinance have been fully fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of December, 2022.

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-156
Motion Authorizing a Contract with Jacobs Engineering Group, Inc. for 3rd Party Evaluation of WWTP Clarifier #4		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: \$11,100		Public Works – Mark Rigos, P.E.		X
Fund Source: Sewer Capital and Operating				
Timeline: Immediate				
Attachments: Scope of Work & Fee Estimate				
<p>SUMMARY STATEMENT:</p> <p>McClure and Sons, Inc. (MSI) of Mill Creek, Washington began construction of the Wastewater Treatment Plant (WWTP) High Priority Improvements (HPI) Phase 1 project on May 17, 2019. In early 2020, MSI completed the concrete pours on the newly constructed Clarifier #4. The contracted project specifications state that the newly constructed tanks shall pass a watertightness test prior to being placed into service. During watertightness testing, several cracks around the base of the clarifier wall were observed. Some cracking on newly constructed concrete is expected, but the amount of cracking observed exceeded expectations.</p> <p>Since the cracks were initially observed, MSI has employed several different methods to seal the clarifier's cracks, which has resulted in some success. However, several cracks continue to leak small amounts of water such that the project's engineering firm, Gray & Osborne, Inc. (G&O), and City staff consider the watertightness testing not successfully passed. Recently, MSI has challenged that assertion, stating they have met the contract requirements and will perform no further repair attempts to arrest the remaining leaks.</p> <p>In consultation with our City Attorney, City staff believe it's wise to obtain a professional third-party opinion, first on whether the clarifier in its current state passes the required watertightness test, and second, in the event the clarifier doesn't pass the test, what is the expected effect on the lifespan of the structure, if any.</p> <p>From December 2020 through January 2021, Jacobs Engineering Group, Inc. performed a third-party review of the clarifier in which they evaluated the structural integrity of the design and found no issues at that time. Jacobs have proven to be responsive and knowledgeable and City staff recommends using them for this particular function.</p>				
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.				
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation & Public Works Committee at their November 22, 2022 meeting with the recommendation for approval and placement on the Consent Agenda.				
RECOMMENDED ACTION: MOTION to approve AB22-156, authorizing a Professional Services Contract with Jacobs Engineering Group, Inc. for 3rd Party Evaluation of Clarifier #4, in a form and content acceptable to the City Attorney, in an amount not to exceed \$11,100.				

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2022		

1100 112th Avenue NE
Suite 500
Bellevue, WA 98004

www.jacobs.com

November 16th, 2022

Attention : Don DeBerg
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

Project Name: City of North Bend - Additional 3rd Party Review

Subject: North Bend Wastewater Treatment Plant Additional 3rd Party Review

Dear Don,

Jacobs is pleased to provide the attached scope of work to the City to perform additional 3rd party review of Clarifier #4. The scope includes the following services.

- Project Management
- Follow-up Visual and Inspection of Clarifier #4,
- Detailed review of design and construction documents related to ACI 350.1
- Analysis of current conditions negative impact on Clarifier #4 service life
- Summary TM of the Findings of Fact

Yours sincerely

Brian Shuck, PE, PMP
Project Manager
425-233-3131
brian.shuck@jacobs.com

Attachment: Scope of Work, Contract

Copies to: Mark Rigos, PE

November 16th, 2022

Subject: North Bend Wastewater Treatment Plant Additional 3rd Party Review

Exhibit A.

Scope of Work

City of North Bend – Additional Review of Clarifier #4

Project Understanding

This scope of work has been prepared by Jacobs (Consultant) to provide an additional 3rd party review of Clarifier #4 at the North Bend WWTP for the City of North Bend (City). The initial review included a site visit on December 7th, 2020 and a Findings of Fact Technical memorandum completed on January 26th, 2021. The technical memorandum included a summary of Jacobs' review of design and construction documents, evaluation of the structural design, and recommendations.

Since the completion of the Findings of Fact TM the contractor has continued to perform additional repairs to seal the cracks present in clarifier #4. The contractor has indicated they believe they are now substantially complete. Prior to providing a letter of completion the City has requested that Jacobs participate in an additional 3^d party reviewer to provide a recommendation on if Clarifier #4 in its current state passes ACI 350.1

This process is outlined in the scope of work below.

Scope of Work—Key Assumptions

The following key assumptions were made in the compilation of this scope of work and in estimating level of effort:

- The City will provide additional documents generated after the completion of Jacobs Findings of Fact TM. Such as, additional construction documents, additional contractor submittals, additional field reports, additional construction photographs, and additional findings developed by the designer and contractor.
- City staff will be available for interviews related to the progression of the work performed by the contractor.
- The City will provide access to the City's wastewater treatment plant.
- The Consultant will update its field health and safety plan for these activities which will include safety precautions for COVID-19. City staff that accompany the Consultant during field activities will follow City health and safety protocols or adhere to the Consultant's health and safety plan. If Contractor's (McClure and Sons, Inc.) safety plans are more stringent than those developed by the Consultant, Consultant staff will comply with Contractor's safety plan while visiting the active construction site.
- No destructive testing or nondestructive testing will be performed by the Consultant during the visual inspection.

November 16th, 2022

Subject: North Bend Wastewater Treatment Plant Additional 3rd Party Review

Scope of Work—Project Tasks

The critical project phases, along with other critical support responsibilities, are divided into the following major tasks:

Task 1—Project Management

Task 2—Visual Structural Inspection

Task 3—Review of Design and Construction Documents

Task 4- Condition Assessment

Task 5 – Technical Memorandum

Each task is described in more detail below.

Task 1—Project Management

This task is to provide project management for the project, successfully delivering required deliverables, conducting check-ins with the City staff, invoicing, scope and schedule monitoring, change management, quality control/quality assurance, Health and Safety plans, and project close out.

Task Assumptions:

- Two invoices and progress reports assumed for duration of project
- Jacobs standard Health and Safety plan will be used (with COVID-19 updates).
- Jacobs will attend one (1) 30-minute kick-off meeting prior to commencing work on Tasks 2-4.

Task Deliverables:

- Progress report and invoice packages
- Kick-off meeting notes

Task 2 — Inspection of Clarifier #4

This task is to perform a follow-up visual inspection of Clarifier #4. Inspection will include review of the exterior of the clarifier, including, cracks, coatings, and repair efforts.

Task Assumptions:

- Only one site visit is planned and budgeted.
- Up to two Jacobs staff will visit the City's WWTP to perform the inspection.
- Review of the interior of the Clarifier will be limited to visual inspection above the water line (if full).

November 16th, 2022

Subject: North Bend Wastewater Treatment Plant Additional 3rd Party Review

- Inspection is assumed to last 2 hours in length.
- Inspection will take place on a dry day
- Inspection will occur on the same day as the inspection for WO #2

Task Deliverables:

- Summary of findings included in Task 4 (site notes and photographs)

Task 3 — Contract Document Review

This task is to provide a review of the contract documents and other documents relevant to the Consultant's 3rd party review.

City to provide the following documents to the consultant for review:

- Conformed Design Documents (Plans, Specifications, and Addendums)
- Contractor-approved submittals and daily field logs
 - o Concrete mix design
 - o Concrete test reports
 - o Reinforcement placement shop drawing
 - o Concrete joint locations
 - o Curing Methods
 - o Crack repair
 - o Concrete pre-pour conference/ meeting notes (if one occurred)
- Construction photographs including rebar placement, forming, concrete placement, concrete curing, crack formation, crack repair (to date), clarifier interior coating, clarifier filling, clarifier leakage, and any other relevant photos of the work performed to date

Task Assumptions:

- The City will be furnishing data/ information – Jacobs will reasonably rely upon the accuracy and completeness of the data/ information provided by the Client or other third parties.

November 16th, 2022

Subject: North Bend Wastewater Treatment Plant Additional 3rd Party Review

- The City will provide the required materials to Consultant within 3 days of notice to proceed.
- Jacobs review will focus on conformance with ACI 350 both qualitatively and quantitatively.

Task Deliverables:

- Summary of findings included in Task 5.

Task 4 — Condition Assessment

This task is to perform an analysis using the design, construction documentation, visual inspection reports, and professional judgement to determine if the existing condition of Clarifier #4 poses a risk to the clarifier's service life.

Task Deliverables:

- Summary of findings included in Task 5

Task 5 — Technical Memorandum of Findings of Fact

This task is to document and summarize the work performed under Tasks 2 and 4 as well as, to summarize Jacobs' findings related conformance to ACI 350 and the existing conditions impact of service life.

Task Assumptions:

- TM will supplement the January 26th, 2021 Finding of Facts TM and will include a comprehensive review of the information obtained since the TM was finalized
- TM will provide a detailed review and analysis of Clarifier #4 related to its conformance to ACI 350.1
- TM will be up to 10 pages in length
- City will provide one round of comments and Consultant will provide one update

Task Deliverables:

- Draft Findings of Fact TM (Word and pdf)
- Final Findings of Fact TM (Word and pdf)

November 16th, 2022

Subject: North Bend Wastewater Treatment Plant Additional 3rd Party Review

Exhibit B. Fee schedule

Level of Effort

Jacobs has developed this level of effort estimate based on the work plan presented herein and assumptions stated previously. The fees will be billed as a lump sum contract and will not exceed the total amount of **\$11,100** without prior approval by the City. In the event of termination of the contract by either party, the project costs incurred to date will be billed and associated deliverables completed to date provided to the City.

The cost breakdown for each task is included in Table 1, below.

TABLE 1 – ADDITIONAL 3RD PARTY REVIEW OF CLARIFIER #4

Compensation – Subtotal of Cost per Task

Task Breakdown	Cost
Task 1 – Project Management	\$ 1,500
Task 2 – Visual Inspection	\$ 1,000
Task 3 – Design Document Review	\$2,500
Task 4 – Condition Assessment	\$ 1,500
Task 5 – Findings TM	\$ 4,350
Expenses	\$250
Total Cost	\$11,100



City Council Agenda Bill

SUBJECT:		Agenda Date: December 6, 2022		AB22-157	
An Ordinance Amending NBMC 8.20.010 (Purpose, Definitions, Prohibition) Relating to the City's Fireworks Code Cost Impact: \$0 Fund Source: N/A Timeline:		Department/Committee/Individual			
		Mayor Rob McFarland			
		City Administrator – David Miller			X
		City Attorney – Lisa Marshall			X
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – Rebecca Deming			
		Finance – Richard Gould			
		Public Works – Mark Rigos			
Attachments: Ordinance					
SUMMARY STATEMENT: RCW Chapter 70.77 regulates the sale, possession, and use of fireworks and RCW 70.77.250(4) authorizes counties, cities, and towns to adopt regulations governing the sale, possession and use of fireworks that are more restrictive than those set forth in Chapter 70.77 RCW provided that any ordinances adopted by a county or city that are more restrictive than state law shall have an effective date no sooner than one year after their adoption. The attached ordinance removes “special fireworks” from the definition of fireworks authorized for sale, use, discharge, and possession in the City limits. This revision to the City’s fireworks code, NBMC 8.20 is recommended to decrease fire danger in the City limits that may result from certain areal fireworks.					
APPLICABLE BRAND GUIDELINES: Consistent Delivery of Quality Basic Services					
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Public Health and Safety meeting on May 11, 2021, June 14, 2022, and November 8, 2022, and was recommended for approval and placement on Consent Agenda for the December 6, 2022 Council Meeting.					
RECOMMENDED ACTION: MOTION to approve AB22-157, an ordinance amending NBMC 8.20.010 (Purpose, Definitions, Prohibition) relating to the City's Fireworks Code, as a first and final reading.					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>			
December 6, 2022					

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, RELATING TO CITY'S FIREWORKS CODE, AMENDING NBMC 8.20.010 (PURPOSE-DEFINITIONS-PROHIBITION); AND PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Chapter 70.77 of the Revised Code of Washington regulates the sale, possession, and use of fireworks; and

WHEREAS, RCW 70.77.250(4) authorizes counties, cities, and towns to adopt regulations governing the sale, possession and use of fireworks that are more restrictive than those set forth in Chapter 70.77 RCW and/or the rules adopted by the Chief of the Washington State Patrol pursuant thereto, provided that any ordinances adopted by a county or city that are more restrictive than state law shall have an effective date no sooner than one year after their adoption; and

WHEREAS, in order to diminish fire danger in the City, the City Council desires to revise the definition of "fireworks" to remove from the definition of authorized fireworks "special fireworks" therefore prohibiting certain aerial fireworks in the City of North Bend;

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

Section 1. NBMC 8.20.010, Purpose-Definitions-Prohibition, Amended: North Bend Municipal Code Subsection 8.20.010 (Purpose-Definitions-Prohibition) is hereby amended as follows:

It is the intent of this chapter to provide a procedure for the local granting of permits for the possession, sale and discharge of the fireworks as classified by the State Fireworks Law and in rules of the State Fire Marshal relating to fireworks, and to prohibit the possession, sale or use of any fireworks other than fireworks classified as common fireworks or as trick and novelty devices by said law and rules, ~~unless otherwise allowed as special fireworks which are appropriately licensed for use,~~ and to implement Chapter 70.77 RCW and the rules of the State Fire Marshal relating to fireworks. This chapter of the municipal code shall be construed in connection with Chapter 70.77 RCW, the State Fireworks Law, and the rules of the State Fire

Marshal relating to fireworks. Violation within the city of any provision of the State Fireworks Law or the rules of the State Fire Marshal relating to fireworks shall constitute a violation of this chapter of the municipal code and shall be punishable under Section 8.20.120.

A. “Common fireworks” means any small fireworks device, such as ground and hand-held sparkling devices and/or smoke devices designed primarily for retail sale to the public during prescribed dates to produce visible and audible effects by combustion and/or small detonating charge and which must comply with federal regulations pursuant to the rules of the State Fire Marshal relating to fireworks, and are classified as Class C explosives by the U.S. Department of Transportation.

~~B. “Special fireworks” means any fireworks, generally large, not designed primarily for sale at retail to the public during prescribed dates and which produce visible or audible effects through combustion, deflagration, or detonation, and which must comply with federal regulations pursuant to the rules of the State Fire Marshal relating to fireworks, and are classified as Class B explosives by the U.S. Department of Transportation.~~

~~BC.~~ “Trick and novelty devices” means any small firework device not classified as common or special fireworks by the U.S. Department of Transportation or in the rules of the State Fire Marshal relating to fireworks, and as defined in the rules of the State Fire Marshal, and which includes but is not limited to certain snakes, poppers, trick matches, cigarette loads, and auto burglar alarms. (Ord. 583 § 1, 1983: Ord. 491 § 1, 1979).

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

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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF
DECEMBER, 2022.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: December 6, 2022		AB22-158
Resolution Authorizing Adoption of the Transportation Element Update to the 2024 North Bend Comprehensive Plan	Department/Committee/Individual		
	Mayor Rob McFarland		
	City Administrator – David Miller		
	City Attorney – Mike Kenyon/Lisa Marshall		
	City Clerk – Susie Oppedal		
	Administrative Services – Lisa Escobar		
	Comm & Econ Development – Rebecca Deming		
	Finance – Richard Gould		
Cost Impact: N/A	Public Works – Mark Rigos, P.E.		X
Fund Source: N/A			
Timeline: Immediate			
Attachments: Resolution, Exhibit A – Transportation Element Update			

SUMMARY STATEMENT:

I. BACKGROUND

The City of North Bend (City) Transportation Element (TE) provides a framework to guide transportation investments over the next 20 years in accordance with the community's vision and goals. The TE includes both short and long-range strategies (programs, policies, and project recommendations) that advance the development of an integrated multimodal transportation system in North Bend. The last update to the TE was in 2012. The City is required to update the TE by 2024 to align with adoption of the City's Comprehensive Plan and comply with Washington State's Growth Management Act (GMA). Beyond meeting these requirements, the TE update plays a vital role in maintaining the City's eligibility for grant funding and identifies the future transportation system necessary to accommodate the growth and development of North Bend. This TE provides an overview of North Bend's transportation system describing both the existing system and potential future opportunities and constraints. In doing so, this document serves as a long-range planning road map that will aid the community in achieving its overall transportation vision for the future.

The TE provides the foundation for updating the City's six-year Transportation Improvement Program (TIP), working toward the 2044 planning horizon. The TE provides a list of projects that will be used to update the 2024-2029 TIP in 2023.

Several national, state, and regional agencies influence transportation mobility options in North Bend, including the United States Department of Transportation, Washington State Department of Transportation (WSDOT), Puget Sound Regional Council (PSRC), and King County Metro. One purpose of the TE is to guide how the City focuses on strategic efforts in local investments to create a multimodal transportation system that seamlessly connects with regional transportation facilities and services.

The TE is designed to provide insight into the City's intentions and commitments, so that public agencies, as well as private entities, can make decisions, coordinate development, and participate in achieving a shared vision. It also provides the foundation for development regulations contained in the North Bend Municipal Code (NBMC) and the City's Public Works Standards.

II. PROCESS

In late 2020, City staff chose consulting firm Fehr and Peers (FP) to lead the City's effort in updating the TE. FP is very experienced with this type of work and the requirements that come with it.

As part of the TE outreach effort, the City selected three local organizations to interview to understand

City Council Agenda Bill

stakeholder perspectives on transportation priorities for the City. The organizations included were: the North Bend Downtown Foundation, Snoqualmie Valley Transportation, and Snoqualmie Valley Chamber of Commerce. Stakeholders were concerned with parking, wayfinding signage, entry way monuments to the City, expanding public transit within the City, being more pedestrian and bicycle friendly, and filling in sidewalk gaps especially in the downtown core.

March 31, 2022 TE Policy Workshop with City Staff:

This policy workshop was an opportunity for City staff to review existing and future transportation needs and to consider transportation policy updates to achieve the City's goals and vision for the future. In addition, staff worked on allocation of additional housing units and jobs out to 2044 and discussed policy for vehicular and pedestrian / bicycle Level of Service (LOS).

May 26, 2022 TE Introduction to the City's Planning Commission:

This Planning Commission (PC) workshop focused on presenting a summary of the City's transportation opportunities and constraints, introducing the multimodal level of service concept and layered network approach. This workshop presented an opportunity for the PC to confirm that the approach to the TE update and performance measures identified were in alignment with their desires for the transportation system prior to project evaluation.

September 8, 2022 Draft TE Review and Public Hearing at Planning Commission:

This second PC meeting focused on gaining feedback on the draft TE content, including the updated goals, objectives, and policies, and draft project list. Feedback from this workshop was incorporated into the final TE document. The required public hearing was also held at this PC meeting and these comments were addressed in the final TE document.

October 13, 2022 Planning Commission review of Final TE and Recommendation for Approval:

The PC reviewed the final TE document and wanted to emphasize pedestrian safety at roundabout crossings which was added to the TE in the form of call out boxes. The TE was recommended for approval by PC at this meeting.

III. PRIMARY CHANGES IN 2022 TE FROM 2012 TE

1. 2022 TE focuses on multi modal (vehicular, pedestrian, bike, and public transit) approach instead of the heavy focus on vehicular.
2. Used projected growth targets of 1,748 additional housing units and 2,218 additional jobs by 2044 which were numbers based on our land use assumptions and PSRC guidance. These additional housing units and jobs were then allocated throughout the City to determine future traffic volumes throughout the City.
3. A project list was added to the TE and is almost identical to 2023-2028 6-year TIP. The 6-year TIP will be updated in 2023 to be consistent with TE project list.

IV. 2022 TE GOALS

1. Develop a multi-modal transportation system that is consistent with the land use element of the Comprehensive Plan that preserves and enhances the livability of North Bend and the Upper Snoqualmie Valley.
2. Develop public and private transportation improvements that minimize adverse impacts on

City Council Agenda Bill

<p>the natural environment, air and water quality, public health and energy consumption, and support healthful mobility options including walking and biking.</p> <ol style="list-style-type: none"> 3. Manage the City's transportation system and develop improvements that minimize trips by single occupant vehicles. 4. Create a bicycle and pedestrian-friendly environment throughout North Bend that connects neighborhoods to the downtown, to cultural, historic, and recreational facilities, and to other transportation elements such as park-and-ride lots and transit routes and to include connectivity to the City of Snoqualmie. 5. The public transportation system shall enable all persons to have reasonable access to locations of employment, health care, education, and community business activities. 6. Incorporate streetscape design in the development and redevelopment of North Bend streets to enhance our scenic beauty and help preserve our historic downtown and neighborhoods. 7. Establish appropriate levels of service for transportation facilities to adequately serve existing and future development. <p>Puget Sound Regional Council (PSRC) comments were received after PC recommendations. In order to address these comments additional clarifying text was added, including policies on equity along with some additional maps. In general these comments were minor and handled relatively quickly.</p> <p>City staff recommends moving forward with approval of the TE Update (2022) with the condition that environmental review including SEPA will be completed during approval of the 2024 Comprehensive Plan in its entirety prior to or during 2024.</p>		
<p>APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the October 25, 2022 Transportation and Public Works Committee meeting and was recommended for approval and placement on General Discussion.</p>		
<p>RECOMMENDED ACTION: MOTION to approve AB22-158, a resolution authorizing adoption of the Transportation Element Update for the 2024 North Bend Comprehensive Plan.</p>		
<p>RECORD OF COUNCIL ACTION</p>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING ADOPTION OF THE TRANSPORTATION ELEMENT UPDATE FOR THE 2024 NORTH BEND COMPREHENSIVE PLAN

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

WHEREAS, RCW 36.70A.130 requires the City to review and, if needed, revise the Comprehensive Plan and development regulations on a periodic basis to ensure the Plan and regulations comply with the GMA and remains up-to-date; and

WHEREAS, the City and its transportation consultant, Fehr and Peers, have prepared proposed amendments to the Transportation Element of the Comprehensive Plan (“Transportation Element Amendments”); and

WHEREAS, a public hearing on the City’s proposed Transportation Element Amendments was held before the Planning Commission on September 8, 2022; and

WHEREAS, the Planning Commission reviewed and approved the Transportation Element Amendments at its October 13, 2022 meeting; and

WHEREAS, in accordance with WAC 365-196-630, a *Notification of Intention to Adopt Comprehensive Plan Amendments* was sent to the State of Washington Department of Commerce and to other state agencies on August 19, 2022, for a required 60-day review period; and

WHEREAS, an environmental review of the Transportation Element Amendments will occur in conjunction with the environmental review for the 2024 comprehensive plan update in its entirety and will be scheduled accordingly; and

WHEREAS, the public process for the proposed Transportation Element Amendments provided for early and continuous public participation opportunities including posting the draft amendments on the City of North Bend Website for public review and a public hearing before the Planning Commission; and

WHEREAS, the Transportation Element Amendments have been prepared in compliance with applicable City policy and State laws;

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

Section 1. Approval of Proposed Amendments: The City Council approves the proposed Transportation Element Amendments, attached hereto as Exhibit A.

Section 2. Authorization of Comprehensive Plan Amendments: The City Council hereby directs that the amendments described in Section 1 be included as part of a future ordinance in which all of the 2024 Comprehensive Plan amendments will be adopted collectively.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF DECEMBER, 2022.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk



CITY OF NORTH BEND

Transportation Element

NOVEMBER 2022

PREPARED BY

FEHR & PEERS



Prepared By

FEHR  PEERS

601 Union Street, Suite 3525
Seattle, WA 98101

www.fehrandpeers.com



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- 4 Goals, Objectives, and Policies
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- 6 Plan Implementation

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1 INTRODUCTION.....

Introduction

The City of North Bend (City) Transportation Element (TE) provides a framework to guide transportation investments over the next 20 years in accordance with the community's vision and goals.

The TE includes both short- and long-range strategies (programs, policies, and project recommendations) that advance the development of an integrated multimodal transportation system in North Bend. The last update to the Transportation Element was in 2012. The City is required to update the TE by 2024 to align with adoption of the City's Comprehensive Plan and comply with the State's Growth Management Act (GMA). Beyond meeting these requirements, the TE update plays a vital role in maintaining the City's eligibility for future grant funding and identifies the future transportation system necessary to accommodate the growth and development of North Bend. This TE provides an overview of North Bend's transportation system – describing both the existing system and potential future opportunities and constraints. In doing so, this document serves as a long-range planning road map that will aid the community in achieving its overall transportation vision in the future.

Several national, state, and regional agencies influence transportation mobility options in North Bend, including the United States Department of Transportation, Washington State Department of Transportation (WSDOT), Puget Sound Regional Council (PSRC), and King County Metro. One purpose of the Transportation Element is to guide how the City focuses strategic efforts in local investments to create a multimodal transportation system that seamlessly connects with regional transportation facilities and services.

The Transportation Element is designed to provide insight into the City's intentions and commitments, so that public agencies, as well as private entities, can make decisions, coordinate development, and participate in achieving a shared vision. It also provides the foundation for development regulations contained in the North Bend Municipal Code and Public Works Standards.



2

OPPORTUNITIES & CONSTRAINTS



Opportunities and Constraints

Nearly 7,500 residents currently live in North Bend – a picturesque city that covers 4.27 square miles of the Snoqualmie Valley area of King County. Since its founding in 1909, North Bend has been widely admired for its beautiful setting, access to outdoor recreational activities, and high quality of life.

Bordered by the city of Snoqualmie to the north and by the unincorporated community of Tanner to the south, North Bend is located approximately 30 miles east of Seattle. The city's motto is "easy to reach...hard to leave", reflecting its ability to attract people of diverse interests from many parts of the Seattle metro area and beyond.

Existing Land Use

The City of North Bend's zoning map, shown in **Figure 1**, describes the types of allowable land uses throughout the city. Zoning has major implications for the transportation network, as it influences the types and densities of land uses in the City and the distances people typically travel to access destinations.



Downtown North Bend

Downtown North Bend is the heart of the community, providing opportunities to live, work, shop, and play within a short walking distance. The downtown core has both residential and commercial uses and is the gathering spot for the community. With seasonal events, shops, restaurants, parks, and incredible views of Mt. Si, Downtown North Bend offers much while maintaining its small-town scale.

The corridors of the downtown area tend to accommodate and attract a high level of travel by all modes, and as such, the city strives to maintain and enhance its multimodal transportation facilities (including sidewalks, crosswalks, bike lanes, trails, and traffic signals) to ensure safe and efficient travel throughout the downtown area.



Schools

The Snoqualmie Valley School District (SVSD) educates nearly 7,400 students as of the 2021-2022 academic year. Of the eleven K-12 schools in the SVSD that serve families throughout Fall City, Snoqualmie, and North Bend, two are within North Bend city limits (North Bend Elementary School and Opstad Elementary School). Twin Falls Middle School is located approximately 300 feet beyond the eastern city limit. In addition to these schools there are several preschools, daycares, and learning centers throughout the city.

Transportation networks surrounding schools can become congested before and after class sessions each day, as roadways in the vicinity of the schools generally were not designed for the traffic volumes that exist today. Students can arrive at school by walking, biking, being dropped off, driving a personal vehicle for older students, or taking the school bus. The interaction between the various modes during a compressed timeframe can lead to safety concerns. Few students walk and bike to school due to the lack of safe routes, circuitous/unconnected streets that create long distances between home and school, and other concerns. The City has made strides towards improving bicycle and pedestrian facilities in the vicinity of schools and is interested in pursuing additional projects in the future.



Parks and Recreation Areas

North Bend is an outdoor recreational paradise, providing superior access to many parks and outdoor activities; approximately 23 percent of the city's land area is designated for Parks, Open Space, and Public Facilities. Throughout North Bend there are a variety of neighborhood parks, waterfront parks and greenbelts ranging from small pocket parks to the Tollgate Farm Park, which is over 450 acres. In addition to these local parks, residents and visitors alike enjoy regional recreational areas, such as Mt. Si, Snoqualmie Pass, and Mt. Baker-Snoqualmie National Forest.

Parks generally attract active transportation users such as walkers and cyclists. Some of the more popular parks also attract many automobiles which, among other considerations, can lead to parking and traffic safety issues. Parks attract users of all ages and abilities, so planning for a safe transportation network near the vicinity of parks is critical.



TA Seattle East Travel Center

The TA Seattle East Travel Center is located at the east end of town, near the intersection of 468th Avenue SE and SE North Bend Way, and provides refueling, parking, food, and rest for truck drivers. As a gateway between the Puget Sound and Snoqualmie Pass, North Bend is home to one of only a few truck stops / travel centers in the region.

During the winter months, this busy truck stop can experience sudden peak truck parking demands when Snoqualmie Pass is closed due to severe weather events. Spillover truck parking is a reported issue on City streets that can pose both a hazard and a nuisance for city residents.



Roadway Network

Portions of North Bend, such as the downtown core, are laid out on a grid system. However, many areas of the City are not laid out on a grid and lack connectivity due to topography, cul-de-sacs, private drives, dead ends, and other missing links. Recent roadway improvements have included installation of roundabouts, which facilitate traffic movement and increase safety. State Route (SR) 202/Bendigo Boulevard is a major route that traverses Downtown North Bend. While it carries local trips and provides access to North Bend homes and businesses, it also carries commuters traveling between Redmond, Sammamish, Fall City, Snoqualmie, and beyond, leading to increasing congestion in the City. Interstate 90 (I-90) serves as the primary east-west connection for visitors to North Bend and has interchanges at SR 202/Bendigo Boulevard, 436th Avenue SE, and 468th Avenue SE.

Figure 2 shows the city's primary roadway network. North Bend's streets are classified into principal and minor arterials, collectors, and local streets, as shown in **Table 1** and **Figure 2**.



ROUNDABOUTS

Roundabouts are a type of roadway design and traffic control feature involving a circular intersection where drivers travel counterclockwise around a center island. Studies by the Federal Highway Administration (FHWA) have found that roundabouts can increase traffic capacity by 30 to 50 percent compared to intersections controlled by traffic signals or stop signs. Studies by the Insurance Institute for Highway Safety (IIHS) and FHWA have shown that roundabouts typically achieve an overall reduction in collisions of approximately 37 percent, including a reduction in pedestrian collisions of approximately 40 percent.

Source: Washington State Department of Transportation, 2022

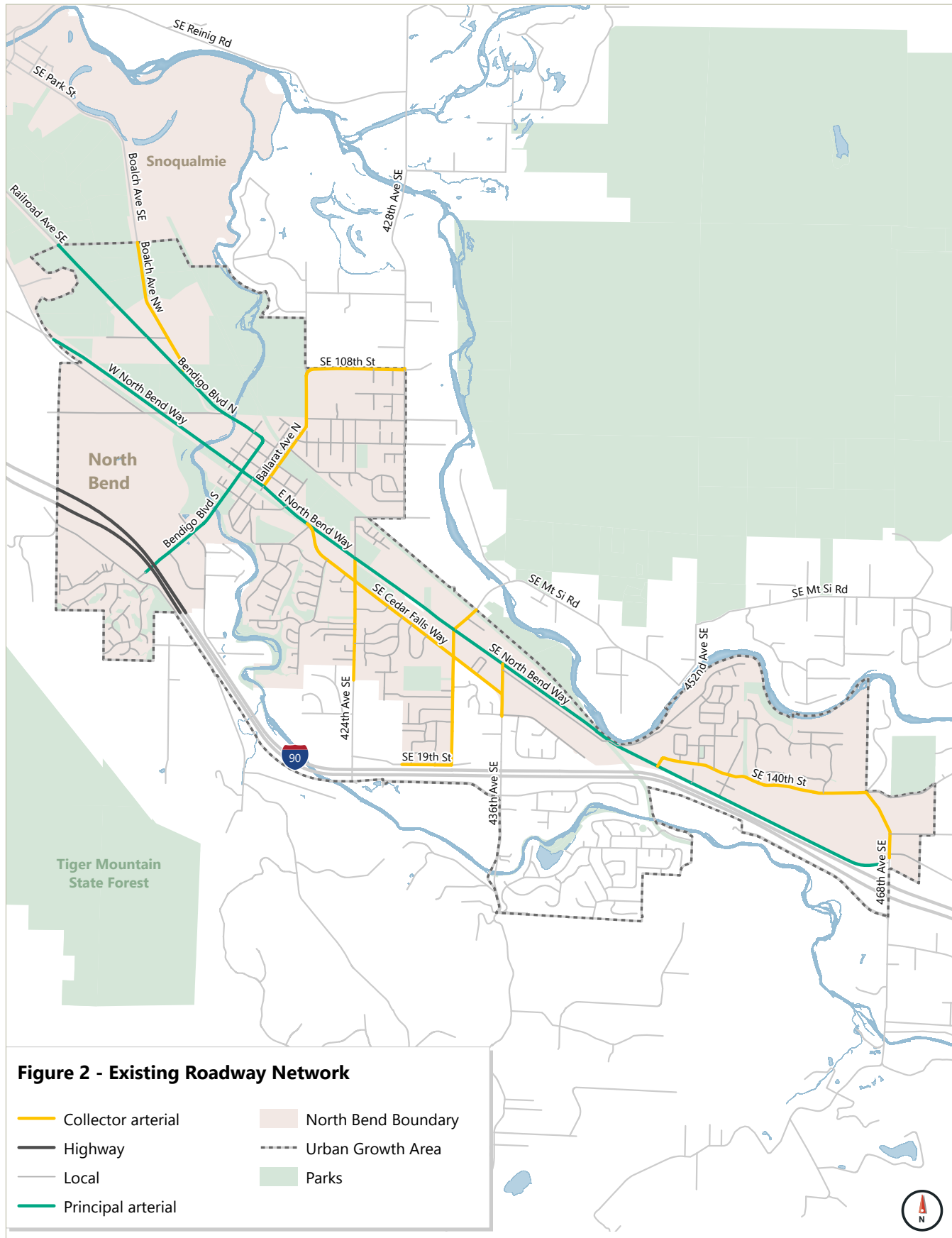





Figure 2. Existing Roadway Network

Table 1. Existing Roadway Classifications

Roadway Type	Description	Example	Photo
Freeway/ Interstate	The highest classification of arterials, providing connections between cities and carrying high volumes of traffic.	<ul style="list-style-type: none"> I-90 	
Principal/ Major Arterial	Principal/major arterials connect major community centers and facilities and serve high-volume corridors. The primary function of a major arterial is to provide vehicular mobility, though they also may play a role in providing direct access to land uses.	<ul style="list-style-type: none"> Bendigo Blvd (SR-202) North Bend Way 436th Ave SE 468th Ave SE 	
Minor Arterial	Minor arterials are designed for higher volumes, but they tend not to be major regional travel ways. Minor arterial streets provide inter-neighborhood connections.	<ul style="list-style-type: none"> SE Cedar Falls Way Maloney Grove Ave SE Ballarat Ave NE 4th St Mt. Si Rd South Fork Road 424th Ave SE NE 12th St 	
Collectors	Collectors distribute trips between local streets and arterials and serve as transition roadways to or from commercial and residential areas. Collectors have lower volumes than arterials and must balance the needs of all travel modes.	<ul style="list-style-type: none"> SW Mt. Si Blvd Main Ave 3rd St Park St Orchard Dr/Healy Ave 6th St Pickett Ave 424th Ave SE 432nd Ave SE 415th Ave SE 	
Local Roads	Local roads are the lowest functional classification, providing circulation and access within residential neighborhoods. All roadways that have not been designated as an arterial or collector are considered local roads.		

Traffic Operations

The operational performance of intersections within North Bend is measured using a standard methodology known as level of service (LOS). LOS represents the degree of congestion at an intersection based on a calculation of average delay per vehicle at a controlled intersection, such as a traffic signal or stop sign. Individual LOS grades are assigned on a letter scale, A-F, with LOS A representing free-flow conditions with no delay and LOS F representing highly congested conditions with long delays.

Table 2 shows the definition of each LOS grade from the Highway Capacity Manual (HCM), 6th Edition

methodology, which is based on average control delay per vehicle. Signalized intersections and roundabouts have higher delay thresholds compared with two-way and all-way stop-controlled intersections. HCM methodology prescribes how delay is measured at different types of intersections: for signalized, roundabout, and all-way stop intersections, LOS grades are based on the average delay for all vehicles entering the intersection; for two-way stop-controlled intersections, the delay from the most congested movement is used to calculate LOS. LOS is usually calculated for the busiest hour of the day, or “peak hour”, to represent the worst observed conditions on the roadway.

Table 2. Intersection LOS Criteria Based on Delay

Level of Service	Signalized/Roundabout Intersections (seconds per vehicle)	Stop-Controlled Intersections (seconds per vehicle)
A	<= 10	<= 10
B	10 to 20	10 to 15
C	20 to 35	15 to 25
D	35 to 55	25 to 35
E	55 to 80	35 to 50
F	> 80	> 50

Source: 6th Edition Highway Capacity Manual

The City’s 2012 TE identified LOS standards for the City’s roadway network. In general, it requires LOS D operations at signalized and unsignalized intersections along arterial streets. The TE recognized there are certain intersections where these standards may not be achievable due to limited rights-of-way, land ownership, or other feasibility constraints. Currently, one intersection is exempt from the LOS standards:

- SR 202/Bendigo Boulevard & North Bend Way

In addition to City facilities, there are also state-owned roadway facilities in North Bend. The LOS standards for these non-City facilities are assigned by WSDOT in coordination with PSRC and are as follows:

- I-90 has a LOS standard of D
- SR 202 has a LOS standard of D, except for the exemption noted above

Table 3 shows how several intersections in North Bend are operating today.

Table 3. Existing Level of Service in North Bend

#	Study Intersection	Control	Peak Hour	Existing	
				Delay(s)	LOS
1	8th St & North Bend Way	TWSC	PM	15	B
2	Bendigo Blvd & North Bend Way	Signal	PM	46	D
3	Main Ave & North Bend Way	TWSC	PM	46	E
4	Ballarat Ave & North Bend Way	TWSC	PM	59	F
5	140th St & North Bend Way	TWSC	PM	10	A
6	468th Ave & North Bend Way	TWSC	PM	12	B
7	Bendigo Blvd & South Fork Ave	Signal	PM	12	B
8	Bendigo Blvd & Park St	Signal	PM	11	B
9	Bendigo Blvd & 4th St	TWSC	PM	13	B
10	Maloney Grove Ave & Cedar Falls Way	TWSC	PM	14	B
11	436th Ave & Cedar Falls Way	TWSC	PM	12	B
12	Middle Fork Road & 140th St/468th Ave	TWSC	PM	11	B

Source: Fehr & Peers, 2022

Future Growth

By 2044, the City anticipates adding 1,748 new housing units and 2,218 new jobs. To understand how this growth (and anticipated regional growth outside of the city) will impact North Bend's transportation system, the City must project growth and its impacts into the future using specialized travel models. For this Transportation Element, the City has projected 20 years into the future, developing a travel model with horizon year 2044. This travel model was based on the PSRC regional model, which considers many data points such as local and regional transportation investments, road usage charges, and demographic shifts in household size, income, and composition to understand how travel patterns might change in the future. This modeling effort provides one of the best means to evaluate anticipated traffic congestion in 2044 both on local streets and on state facilities.

Future Operations

Using the projected traffic growth from the City's travel model, the projected 2044 delay and LOS at key intersections was calculated. Table 4 below shows the expected LOS for intersections in North Bend in 2044.

Table 4. Future Level of Service In North Bend

#	Study Intersection	Control	Peak Hour	2044 Scenario	
				Delay(s)	LOS
1	8th St & North Bend Way	Roundabout	PM	4	A
2	Bendigo Blvd & North Bend Way	Signal	PM	37	D
3	Main Ave & North Bend Way	Signal	PM	7	A
4	Ballarat Ave & North Bend Way	Signal	PM	8	A
5	140th St & North Bend Way	TWSC	PM	10	B
6	468th Ave & North Bend Way	TWSC	PM	15	C
7	Bendigo Blvd & South Fork Ave	Signal	PM	14	B
8	Bendigo Blvd & Park St	Signal	PM	10	A
9	Bendigo Blvd & 4th St	Roundabout	PM	3	A
10	Maloney Grove Ave & Cedar Falls Way	Roundabout	PM	2	A
11	436th Ave & Cedar Falls Way	TWSC	PM	17	C
12	Middle Fork Road & 140th St/468th Ave	Roundabout	PM	4	A

Source: Fehr & Peers, 2022

Walking and Biking

Facilities for walking and biking are a critical component of the overall transportation network. North Bend's existing pedestrian facilities (along arterials only) and bicycle facilities are shown in **Figures 3 and 4**.

Existing Network

Sidewalks are provided on many City roadways in the downtown area. Pedestrian connections are more limited in other areas of the City, and some sidewalks end abruptly. The City has an extensive network of trails, including a linear park along the South Fork Snoqualmie River. However, pedestrian access at the South Fork Snoqualmie River Bridge is particularly challenging due to narrow and uneven sidewalks. Beyond expanding sidewalk and trail coverage, there are several ways the City's pedestrian network could be made more complete, including the addition of street furniture (places to sit) and pedestrian-scale lighting, as well as safe crossing locations. While marked crosswalks exist at most downtown intersections, several intersections do not include traffic control features to help people safely cross. The City installed a rectangular rapid-flashing beacon (RRFB) on Park Street and plans to install RRFBs



Figure 3. Pedestrian Facilities on Arterials

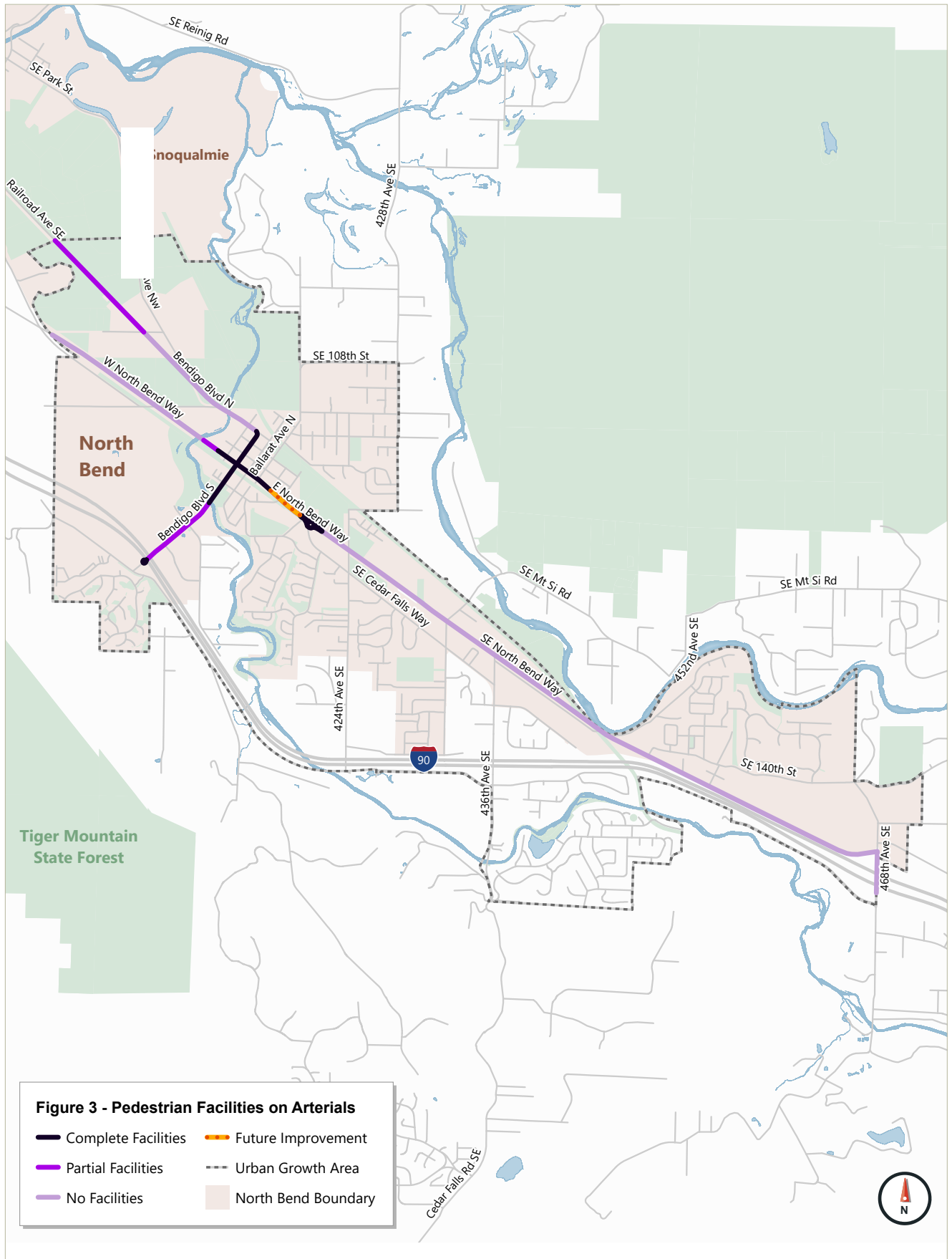


Figure 4. Existing and Proposed Bicycle Network

The City of North Bend's bicycle network includes three types of facilities:

- **Multi-Use Paths:** A two-way paved or unpaved facility that is physically separated from motor vehicle traffic, used by bicyclists, pedestrians, and other active modes. Multi-use paths are often located independent of the roadway network, such as a greenway.
- **Bicycle Lanes:** An exclusive space for bicyclists established by painting lines and symbols on the roadway surface. Bicycle lanes are for one-way travel, typically provided in both directions on two-way streets.
- **Shared-Use Bike Routes:** A roadway designated with signage and markings to be shared between bicycles and motorized vehicles.

The crown jewel of North Bend's trail network is the 3.6-mile segment of the Snoqualmie Valley Regional Trail (SVRT), which runs parallel to the Snoqualmie River. The SVRT is approximately 32 miles long and connects Duvall, Carnation, Fall City, Snoqualmie, and North Bend, terminating at the Palouse to Cascades Trail in Iron Horse State Park. The SVRT is frequented by cyclists, hikers, pedestrians, horseback riders, and many other active mode users.



Public Transit

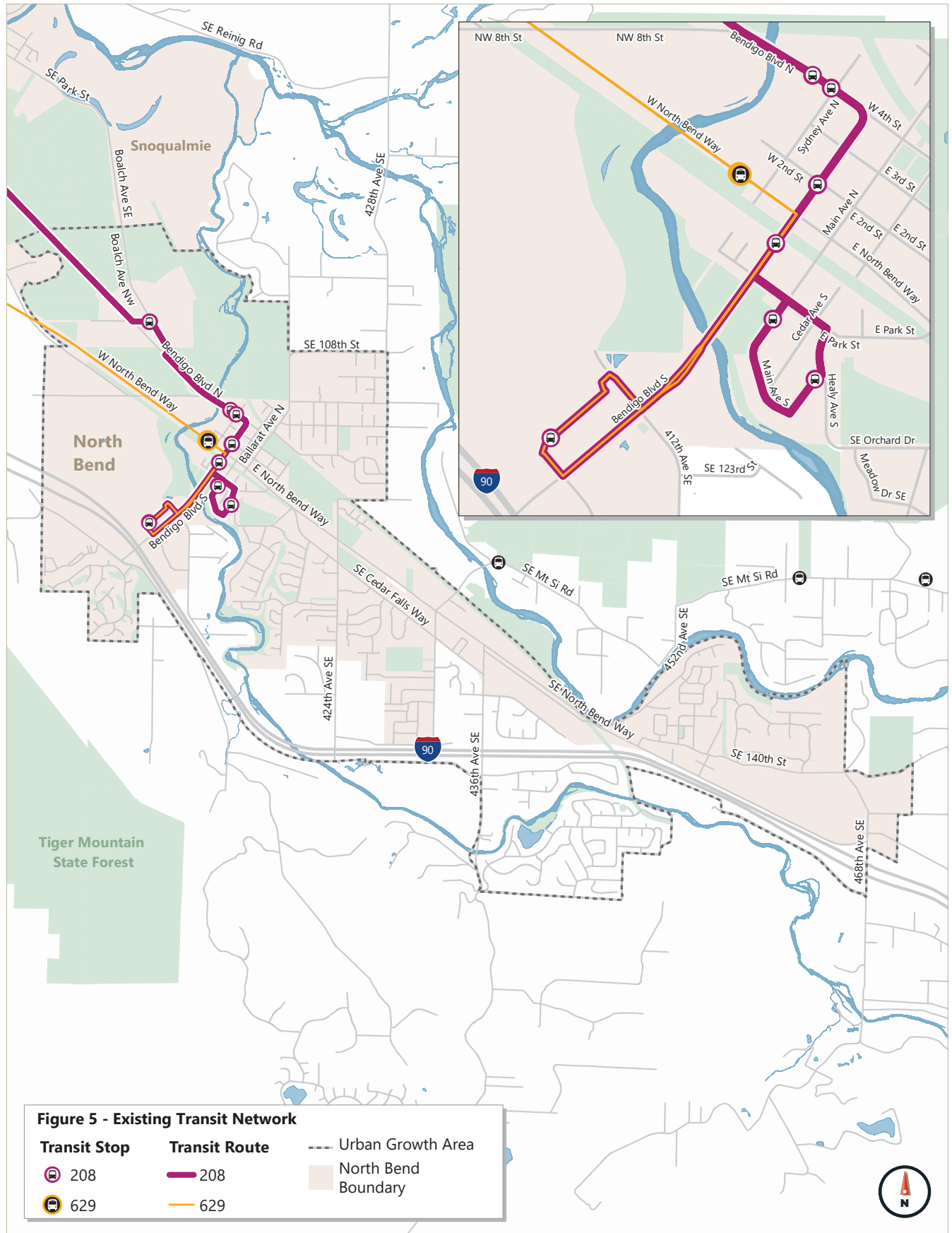
While transit service is not robust, North Bend is served by both King County Metro (KCM) and Snoqualmie Valley Transportation (SVT). KCM is King County's primary transit bus agency and serves North Bend with Route 208. SVT provides both door-to-door and deviated fixed route public transit services for the cities and communities of Monroe, Duvall, Carnation, Fall City, Preston, Snoqualmie, and North Bend. These limited transit services provide an additional mobility option for some trips and are a life-line service for community members who do not have access to a car. **Figure 5** shows the existing transit network in North Bend.

Park & Ride Facilities

Park & ride lots are multipurpose off-street public parking facilities that are meant to provide parking for travelers connecting to a high-occupancy vehicle travel mode. An example of this includes commuters who are connecting with a bus, carpool, or vanpool. Underutilized park & ride lots may also serve as overflow parking for patrons, employees, and visitors of the area. The North Bend Park & Ride is located at the northwest end of Downtown North Bend on North Bend Way. Transit service at this park & ride is provided by Snoqualmie Valley Transportation and Trailhead Direct, a seasonal service connecting North Bend with recreational activities in the surrounding area.



Figure 5. Existing Transit Network



Freight and Truck Mobility

Truck Routes

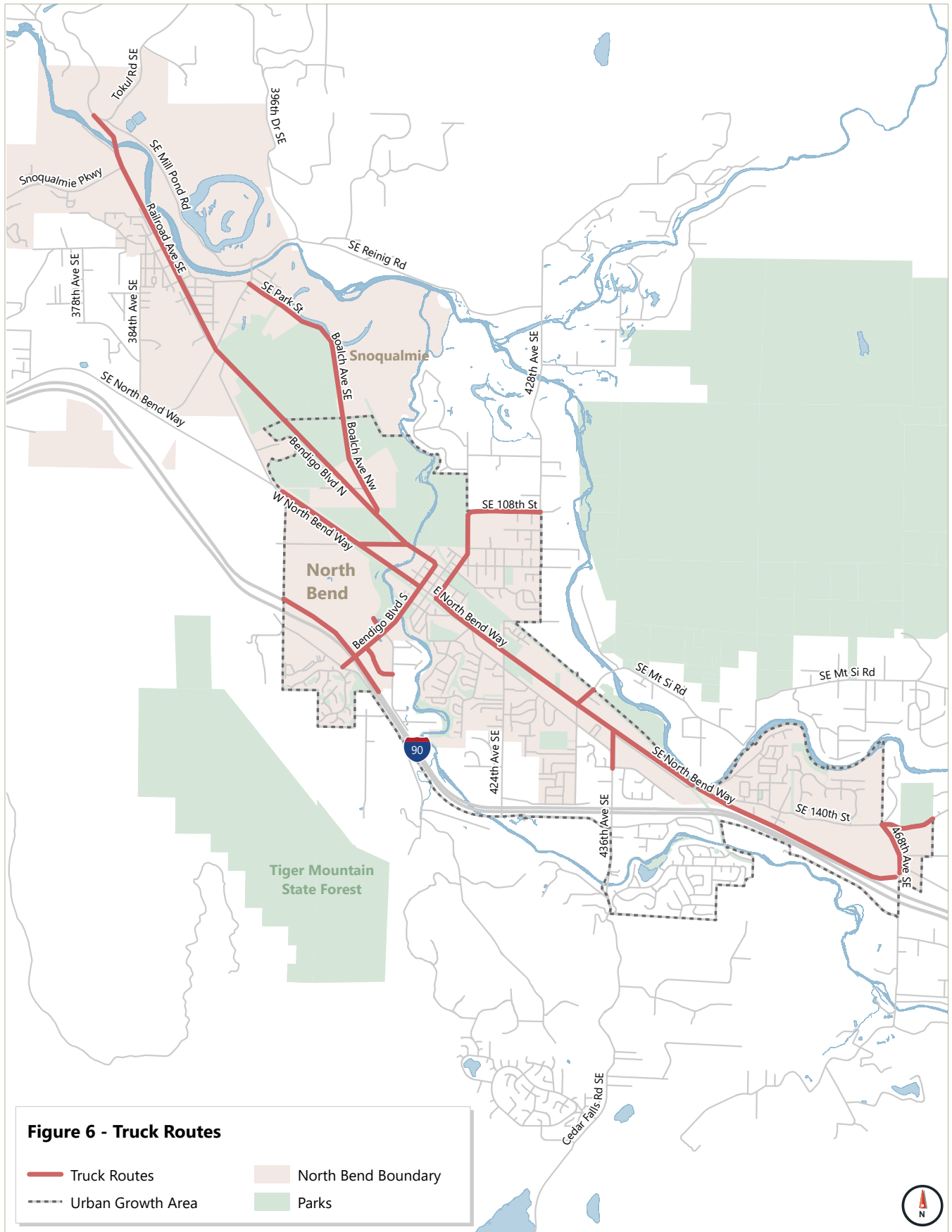
The City of North Bend has designated fourteen truck routes within its city limits to improve truck accessibility, improve public safety, reduce traffic congestion, as well as preserve the physical state of local streets, as shown in **Figure 6**.

Truck Parking

North Bend is home to one of the few truck stops / travel centers in the region. Truck stops play a vital role in reducing truck-related fatalities and serious injuries due to driver fatigue and facilitate goods movement which fuels the region's economy. The TA Seattle East Travel Center at the east end of town provides refueling, parking, food, and rest for truck drivers, but can lead to truck parking spillover hazards and nuisance when Snoqualmie Pass is closed.



Figure 6. Truck Routes



Parking

Parking is an important resource that should be managed to promote economic development and accessibility. The existing parking supply is generally adequate to meet typical parking demands, though some hotspots exist in downtown where demand can exceed supply. The perceived lack of parking in these areas is exacerbated by limited wayfinding signage that could help travelers know where to park nearby.

Emergency Vehicle Access

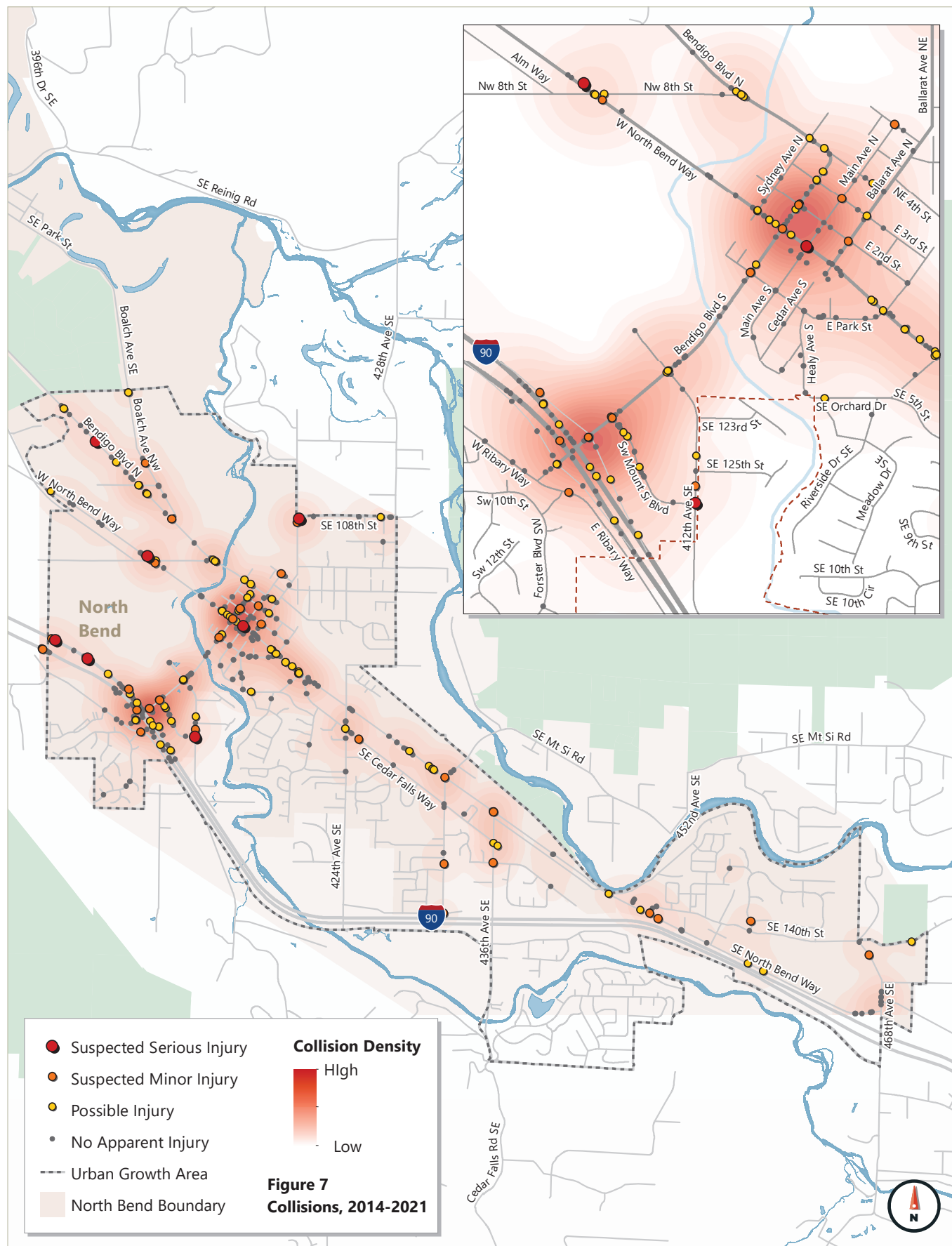
The City of North Bend has its fire protection and emergency medical services provided by Eastside Fire & Rescue Station 87. This station was built in 2013 and is located at 500 Maloney Grove Avenue SE. The facility houses one ladder truck, engine, tender, aid car, and one medical unit. Average response times are between 5 and 6 minutes.

Safety

Collision data was obtained from WSDOT to identify existing safety hotspots and overall collision trends in North Bend. Data was compiled for the time period of January 2014 through December 2021, the most recent data available. In total, 552 collisions occurred in North Bend, an average of approximately 70 crashes each year. A total of 40 injuries were reported, all nonfatal. As expected, more collisions occur on higher volume streets, such as North Bend Way. Collisions between all modes are shown in **Figure 7**.



Figure 7. Collision Heatmap (2014-2021)





3 OUTREACH

Outreach

The North Bend City Council, Planning Commission, and community members played a vital role in the development of this Transportation Element.

The project team tapped into the collective wisdom of community members, receiving feedback and input from three stakeholder interviews, two Planning Commission meetings, and one City Council meeting. In addition, the City posted an outreach flyer in the City's quarterly Business Bulletin newsletter requesting input from the public on transportation priorities.

Stakeholder Meetings

As part of the Transportation Element update, the City selected three local organizations to interview to understand stakeholder perspectives on transportation priorities for the City. The three organizations selected were: the North Bend Downtown Foundation, Snoqualmie Valley Transportation, and the Snoqualmie Valley Chamber of Commerce.

Planning Commission Workshop #1 – May 2022

This Planning Commission workshop focused on presenting a summary of the City's transportation opportunities and constraints, introducing the multimodal level of service concept and layered network approach. This workshop presented an opportunity for the Planning Commission to confirm that the approach to the Transportation Element update and performance measures identified were in alignment with their desires for the transportation system prior to project evaluation.

Planning Commission Workshop #2 – September

2022

This Planning Commission workshop focused on gaining feedback on the draft Transportation Element content, including the updated goals, objectives, and policies, and draft project list. Feedback from this workshop was incorporated into the final Transportation Element document.

City Council Meeting

– November 2022

This City Council meeting will present the final Transportation Element document, including the final project list, for discussion and potential adoption by the City Council.



4

GOALS, OBJECTIVES, AND POLICIES

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Goals, Objectives, and Policies

The purpose of the Goals, Objectives and Policies chapter of the Transportation Element is to guide the development of transportation facilities and services in North Bend in a manner consistent with the overall goals of the Comprehensive Plan.

The Goals, Objectives and Policies of the Transportation Element play a central role in plan implementation. The following definitions are intended to provide guidance as to the purpose of “Goals,” “Objectives,” and “Policies.”

Goals articulate the preferred vision for the future. They indicate what ought to exist in a community or what is desired to be achieved in the future.

Objectives are statements of the desired short-term and more measurable aims of the TE; the objectives articulate how a goal will be achieved.

Policies are decision-oriented statements which guide the Mayor, City Council, Planning Commission, and staff in their efforts to evaluate new projects, proposed changes to adopted ordinances, or other initiatives affecting the transportation network within the City.

GOAL CATEGORIES

In this section, goals, objectives and policies are defined under the following major categories:

Goal 1 – Streets and Highways

Goal 2 – Environmental Quality

Goal 3 – Single Occupant Vehicle Trip
Reduction

Goal 4 – Pedestrian and Bicycle
Transportation

Goal 5 – Public Transportation

Goal 6 – Streetscape

Goal 7 – Capital Facilities

Goal 1 - Streets and Highways

Develop a multi-modal transportation system that is consistent with the land use element of the Comprehensive Plan that preserves and enhances the livability of North Bend and the Upper Snoqualmie Valley.

OBJECTIVE 1.1

For transportation facilities, local community standards must be adhered to in accordance with the following policies:

Policy 1.1

1. Streets and highways should be located and designed to meet the demands of both existing and projected land uses as provided for in the North Bend Comprehensive Plan.
2. Safe and efficient movement of pedestrian and bicycle traffic throughout North Bend, especially in school and recreational areas, and the downtown should be prioritized.
3. Integrate economic development factors, including business access and curbspace management, into long-range transportation planning.

OBJECTIVE 1.2

Streets should be located, connected, designed, and improved in a manner that will conserve land, materials, and energy.

Policy 1.2

1. Streets should be designed with the minimum pavement areas required in order to reduce impermeable surfaces, consistent with current AASHTO safety standards.
2. Future street construction shall provide accommodations for people walking and bicycling consistent with the modal maps presented in this Transportation Element and the Parks and Open Space Element.
3. Collector and arterial streets should be designed to accommodate public transportation, bicycles, and truck access.

OBJECTIVE 1.3

Design standards for streets should provide reasonable guidance for the development of streets that are safe, functionally efficient, aesthetically pleasing, and cost effective. All new transportation improvements should be scaled to the function they are designed to perform in conformance to the density and land uses they serve. The following policies should provide guidance for the design of new transportation improvements:

Policy 1.3

1. Adequate, but not excessive on-street parking should be encouraged on commercial and residential streets where it can be safely accommodated.
2. Streets should be designed to accommodate vehicles that use the street most frequently rather than for large vehicles which may use the street only occasionally.
3. Required street widths should be related to the function and level of service standards for the street, while reducing impervious surface to the maximum degree feasible.
4. Residential streets should be designed to preserve existing trees and vegetation.
5. Landscaping should be utilized to provide visual and physical barriers but should be carefully designed not to interfere with visibility and traffic safety.
6. Subject to available funding, undergrounding of existing overhead utilities should be explored and encouraged at the time of street improvement through the establishment of Utility Local Improvement Districts (ULIDs). Utilities shall continue to be underground for all new construction.
7. Circulation from private property to the public street system should be designed in a manner that provides a safe and convenient access system that respects community needs and values.
 - a. For safety reasons, limit and provide access to the street network in a manner consistent with the function and purpose of each roadway. Require the preparation of comprehensive access plans and consolidation of access points in commercial and high-density residential areas through shared driveways and local access streets, which minimize the number of curb-cuts and sidewalk crossings.
 - b. Access onto state highways shall be regulated according to RCW 47.50.
8. In conjunction with the Washington State Target Zero Plan, prioritize transportation planning, design, improvement, and operational efforts with the goal of achieving zero serious or fatal injury collisions.
9. Plan and implement the transportation system utilizing urban street design principles in recognition of the link between urban design, safety, economic development, community health, and transportation system design.

OBJECTIVE 1.4

Circulation through the City of North Bend should be primarily via the system of collector and arterial streets, bicycle, and pedestrian paths.

Policy 1.4

1. Encourage the efficient movement of people and goods through an effective and inter-connected collector and arterial street system that protects sensitive areas including wetlands, riparian corridors, floodways, and channel migration zones.
2. To minimize trip distances and maximize pedestrian and bicycle mobility, ensure that future developments are interconnected, with multiple access points into and between neighborhoods.
3. Vehicular and pedestrian connectivity between neighborhoods shall be a priority. The use of dead end streets and cul-de-sacs should be avoided. When unavoidable, the length of a dead end street, including cul-de-sac, should be limited.

OBJECTIVE 1.5

Improve traffic safety and reduce congestion through appropriate street design and site layout during the development process

Policy 1.5

1. New development shall be required to dedicate and improve street rights-of-way for private and public streets as specified by City Standards and the Transportation Element of the Comprehensive Plan.
2. In some cases, such as for the installation of sidewalks, the City may acquire easements and/ or development rights in lieu of rights-of-way.
3. Collaborate with WSDOT and other regional agencies (including the Port of Seattle) as appropriate to increase the supply of off-street facilities for overnight truck parking along the I-90 corridor.
4. Collaborate with WSDOT and King County to plan for, and efficiently manage spillover truck parking demand due to emergency closures of I-90, especially in winter months.

OBJECTIVE 1.6

Collaborate with the City of Snoqualmie, King County, the Snoqualmie Valley School District, the Si View Metropolitan Park District, and the State, where appropriate, to plan, develop, and maintain North Bend's transportation system.

Policy 1.6

1. Participate in local and regional forums to coordinate strategies and programs that further the goals of the Comprehensive Plan and implement the Transportation Element.
2. Work with neighboring jurisdictions and regional and state agencies to coordinate transportation system improvements and assure that funding requirements are met.

OBJECTIVE 1.7

Document citizen requests concerning traffic calming and develop an annual process to prioritize them for corrective actions.

Policy 1.7

1. Preserve the neighborhood environment through use of traffic calming techniques, which slow, but do not block through access.

OBJECTIVE 1.8

Provide a designated system of roadways that provide reliable truck mobility through the City, and to/from the growing number of businesses in the City, while minimizing negative community aspects.

Policy 1.8

1. Consider the movement of freight in the design, operations and maintenance of the City's transportation system.
2. Designate two types of truck routes on the City's arterial and collector streets:
 - a. Through Truck Routes, principally on arterial streets – for movements through the City, and
 - b. Truck Access Routes, principally on collector streets – for movements between the Through Truck Routes and freight destinations within the City. Through Truck Routes will include I-90 and Bendigo Boulevard/SR202.
3. On designated truck routes, give design consideration to the additional requirements of truck weight, turning radius requirements, and slower travel speed relative to the construction of pavements, intersections and traffic signals.
4. Restrict truck parking in residential neighborhoods.

Goal 2 - Environmental Quality

Develop public and private transportation improvements that minimize adverse impacts on the natural environment, air and water quality, public health and energy consumption, and support healthful mobility options including walking and biking.

OBJECTIVE 2.1

Comply with federal and state air quality requirements related to the North Bend transportation system.

Policy 2.1

1. Participate in efforts by the State and Puget Sound agencies to improve air quality as it is affected by the movement of people and goods.
2. Work with the Puget Sound Regional Council, WSDOT and other agencies and jurisdictions in the development of transportation control measures and air quality programs where warranted.
3. Prioritize the purchase of electric vehicles whenever possible for the City's vehicle fleet.
4. Support widespread use of electric vehicles by identifying opportunities to increase electric vehicle charging infrastructure when planning and designing transportation projects and facilities, on City rights-of-way, or through other transportation policies and programs.

OBJECTIVE 2.2

Reduce the adverse environmental and health impacts of vehicle emissions and associated pollution.

Policy 2.2

1. Implement an idling policy for all City vehicles and educate the public about the benefits of not idling vehicles.
2. Develop and implement idling measures that reduce or prohibit the idling of vehicles.
3. Encourage truck facilities to employ geolocator technology to improve lot flow and aid incoming drivers of lot space.
4. Make education materials available at North Bend truck stop facilities and the truck drivers to inform and educate truck operators of emission reduction programs, rebates, and incentives.
5. Require for any permit meeting the city established threshold for compliance with the new code that commercial truck facilities provide heating and cooling as well as auxiliary power for convenience and refrigeration of cargo thereby permitting engine shut off and to comply with city idle code(s).
6. Work with County, State and Federal transportation agency planners and stakeholders to ensure that sufficient truck stop and parking facilities are provided and planned for along I-90 and Highway 18, between approximately the Snoqualmie summit and Preston, or as otherwise necessary to reduce the adverse impacts from trucks in North Bend.

OBJECTIVE 2.3

Comply with federal and state stormwater controls and treatment, groundwater protection, critical areas, and endangered species act requirements related to construction, operation, and maintenance of the North Bend transportation system.

OBJECTIVE 2.4

Plan, design, and construct transportation projects and facilities to increase climate resiliency to the maximum extent feasible.

Policy 2.4

1. Modify design standards for the transportation system to ensure that future development increases city-wide resilience to climate change.
2. Develop a resilient transportation system that protects against major disruptions and climate change by developing recovery strategies and by coordinating disaster response plans.

Goal 3 - Single Occupant Vehicle Trip Reduction

Manage the City's transportation system and develop improvements that minimize trips by single occupant vehicles.

OBJECTIVE 3.1

To reduce traffic congestion, greenhouse gas emissions, and use of fossil fuels, seek ways to reduce overall vehicle miles traveled and single occupant vehicle trips by North Bend residents and employees.

Policy 3.1

1. Establish and implement vehicle parking maximums and reduce vehicle parking minimums in the City's parking regulations to reduce the oversupply of vehicle parking not required by the actual parking demand.
2. Encourage use of bicycle and pedestrian modes of transportation for local trips by way of providing complete and interconnected streets and sidewalks, ensuring ample and convenient bicycle parking, and orienting buildings and land uses to sidewalks and pedestrians rather than to parking lots and vehicles.
3. Ensure that transportation concurrency requirements address all modes of transportation, including bicycle and pedestrian mobility.
4. Coordinate and encourage joint public/private efforts to participate in transportation demand management and traffic reduction strategies.
5. Establish city work policies which support City employees to telecommute or to work flex schedules (such as longer days with a 4-day work week) to reduce commuting needs.
6. Anticipate, adapt to, and leverage innovative and disruptive transportation technologies to reduce single occupant vehicle travel.

Goal 4 - Pedestrian and Bicycle Transportation

Create a bicycle and pedestrian-friendly environment throughout North Bend that connects neighborhoods to the downtown, to cultural, historic, and recreational facilities, and to other transportation elements such as park-and-ride lots and transit routes and to include connectivity to the City of Snoqualmie.

OBJECTIVE 4.1

Pedestrian Facilities - safe, attractive and barrier free pedestrian facilities should be provided as an essential element of the City's circulation and recreation system, in accordance with the following policies:

Policy 4.1

1. Construct pedestrian facilities along all streets, and bicycle facilities along arterial and collector streets, in accordance with the City's street design standards.
2. Objects located on the sidewalk such as poles, benches, planters, bike racks, awnings, etc., should not impede people walking or access for people in wheelchairs.
3. Sidewalks should be located to accommodate existing natural features, such as significant trees within rights-of-way, when present.
4. Pedestrian safety should be a high priority in areas frequented by children, such as near schools, libraries, and park and recreation facilities. Pedestrian facilities should be provided in these areas based on the pedestrian priority network map presented in this Transportation Element.
5. Implement a system of pedestrian street and roundabout crossings and signage which prioritizes pedestrian safety, minimizes crossing distances, reduces pedestrian exposure to vehicle traffic, lowers vehicle speeds, and improves accessibility for all.
6. Prioritize sidewalk construction funding, based on the following criteria:
 - a. The improvement will comply with the latest Americans with Disabilities Act (ADA) standards;
 - b. The improvement will improve pedestrian safety (e.g., the route occurs along a roadway with high vehicular speeds or volumes);
 - c. The improvement will result in links to key destinations, including schools and parks, based on the priority pedestrian network map presented in this Transportation Element.
7. Where possible, build pedestrian facilities to include curb, gutter and sidewalk, with planter strip and appropriate levels of illumination. Sidewalks should be at least five feet wide and wider within Downtown and along arterial streets.
8. Require development to provide additional sidewalks and/or trails to complete missing links, increase pedestrian safety, and provide linkages to key destinations.
9. Payment-in-lieu of construction will be allowed under the following conditions:
 - a. The City's latest six-year Capital Improvement Program (CIP) includes and specifically identifies City project for sidewalks at the location of the development project, and
 - b. The City determines that it will be in the best interest of the City to construct sidewalks at the development project location as part of and concurrently with the City's identified capital project.

OBJECTIVE 4.2

Bicycle Facilities - safe bicycle routes should be an integral part of the City's street and recreation plans, in accordance with the applicable policies in Objective O3.1 and the following additional policies:

Policy 4.2

1. Construct and maintain a connected bicycle network that is safe and comfortable for people of all ages and abilities, connects to essential destinations, provides access to transit, and is easily accessible.
2. Sidewalks are not desirable for bicycle traffic due to obstacles and the presence of pedestrians. Separate bicycle facilities should be provided in congested areas, consistent with the Parks and Open Space Element.
3. Encourage the use of bicycles for all trip types by providing appropriate bicycle facilities to close gaps within the City's low stress bicycle network, based on the level of traffic stress (LTS) map presented in this Transportation Element, and by maintaining existing roadway shoulders in a smooth and stable condition for safe bicycle travel.
4. Adopt and implement bicycle parking standards that ensure bicycle parking sufficient to accommodate 5 to 10% of projected use at all public and commercial facilities. Require the bicycle parking facilities be provided near the building entrance.



Goal 5 - Public Transportation

The public transportation system shall enable all persons to have reasonable access to locations of employment, health care, education, and community business activities.

OBJECTIVE 5.1

Collaborate with King County Metro and other providers to offer transit options as a means to reduce air pollution and greenhouse gas emissions, conserve energy, increase accessibility and relieve traffic congestion in accordance with the following policies:

Policy 5.1

1. Encourage public transportation use by providing bus stop amenities (shelters, benches, bike racks, etc.), prioritizing locations with ridership potential and access to locations of employment, health care, education, and community business activities.
2. Public transportation should be convenient and flexible enough to meet community needs.
3. New development and redevelopment in activity centers shall be designed to provide and encourage pedestrian access to transit, in coordination with local transportation providers including Snoqualmie Valley Transportation.
4. The city should work with larger employers to implement transportation strategies that encourage transit or active transportation usage by workers.
5. Promote the use of the Snoqualmie Valley Transportation's shuttles and dial-a-ride transit for local trip needs.
6. Collaborate with the Snoqualmie Valley School District to provide bus stop amenities for prominent school bus stop locations. Require such facilities through the permitting process for new residential development where feasible and proportional.
7. Support the placement of pedestrian access and signage to better integrate the North Bend Railroad Depot with Downtown.
8. Promote the use of the North Bend Park and Ride for carpooling and transit services.

SNOQUALMIE VALLEY MOBILITY COALITION

North Bend is a member city of the Snoqualmie Valley Mobility Coalition (SVMC). The SVMC advocates for a complete, well-connected, multimodal mobility system for the Snoqualmie Valley area, emphasizing transit accessibility. Specifically, the SVMC advocates for full weekend transit service for the area, transit service along the SR 18 corridor connecting North Bend with South King County, and adequate local feeder service to access regional fixed route services.

Goal 6 - Streetscape

Incorporate streetscape design in the development and redevelopment of North Bend streets to enhance our scenic beauty and help preserve our historic downtown and neighborhoods.

OBJECTIVE 6.1

Follow adopted design standards to create an attractive street system consistent with the character of the City of North Bend.

Policy 6.1

1. Implement roadway design standards that enhance the small town atmosphere of North Bend.
2. Crosswalks should be a minimum of six feet wide and designed to meet ADA standards.
3. Encourage more efficient use of existing public rights-of-way to increase parking opportunities within Downtown.
4. Street lights shall be utilized for the safety and welfare of North Bend residents and the traveling public while protecting the rural character, quality of life, and economic well-being of the city with the following guidelines:
 - a. Lighting fixtures shall be standardized and enhance the character and reflect on the history of the community; and
 - b. Unnecessary light and glare which cause light pollution that may diminish the natural environment, including the beauty, high quality, and visibility of the night sky, shall be avoided by requiring shielded, full cut-off, and directional lighting fixtures.
5. Street trees should be installed along all streets in accordance with the City's street tree standards.
6. Develop a Downtown circulation pattern that provides adequate capacity for traffic demand while implementing temporary street closures, within Downtown, that provide a multi-purpose right-of-way during times of community gatherings.
7. Minimize the visual clutter of traffic control electrical boxes, vaults, and other such transportation-related equipment through appropriate placement, screening, and landscaping.

Goal 7 - Capital Facilities

Establish appropriate levels of service for transportation facilities to adequately serve existing and future development.

OBJECTIVE 7.1

Identify and define the transportation facilities in the City of North Bend.

Policy 7.1

1. Maintain an inventory of existing transportation facilities owned or operated by the City and Washington State within North Bend. Include in the inventory the locations and capacities of such facilities and systems.
2. Establish and maintain a traffic count program.
3. Maintain a traffic collision record system to help evaluate and determine appropriate traffic safety measures.

OBJECTIVE 7.2

Establish level of service standards for City owned transportation facilities in North Bend and adopt the State and PSRC level of service standards for state owned and regional facilities in order to achieve and maintain the desired quality of life and vision for the City of North Bend.

Policy 7.2

- 1.** Establish multimodal level of service standards which do the following:
 - a.** Measure the quality of life based on the City's vision of its future and values,
 - b.** Achieve and maintain existing development and growth anticipated in the land use plan, and
 - c.** Align with the projects identified in the TIP and the goals, objectives, and policies in the Comprehensive Plan.

The following are the multimodal standards for the City:

- a.** Traffic Operations: All arterial street intersections shall operate at LOS D or better during peak periods, except the Bendigo Boulevard/North Bend Way intersection, which shall be exempted due to constrained right-of-way and urban character.
- b.** Transit (including school buses): Provide bus stop amenities (shelters, benches, bike racks, etc.) at locations, including new developments and redevelopments, with ridership potential and access to locations of employment, health care, education, and community business activities.
- c.** Pedestrian: Prioritize construction of new pedestrian facilities, or replacement of existing facilities, in areas within one-quarter mile radius of parks or schools, as shown on the pedestrian priority network map presented in this Transportation Element.
- d.** Bicycle: Prioritize construction of new bicycle facilities that will close gaps within the City's low-stress bicycle network, based on the bicycle level of traffic stress network map presented in this Transportation Element.

Use the level of service standards to

- a.** Determine the need for transportation facilities, and
 - b.** Test the adequacy of such facilities to serve proposed development. In addition, use the level of service standards for city-owned transportation facilities to develop the City's annual budget and 6-year Transportation Improvements Program (TIP).
- 2.** Re-assess the TIP annually to ensure that transportation facility needs, financing, and levels of service are consistent with the land use plan. The annual update should be coordinated with the annual budget process, and amendments to the Capital Facilities Element of the Comprehensive Plan.
 - 3.** Re-evaluate proposed land use plan designations as necessary should funding for necessary transportation infrastructure not be available.

OBJECTIVE 7.3

Provide a variety of responses to the demands of growth on transportation facilities.

Policy 7.3

1. Ensure that new development meets concurrency requirements and provides for mitigation measures when required to maintain levels of service consistent with adopted transportation level of service standards.
2. Make the most efficient use of existing transportation facilities, including techniques such as:
 - a. Transportation demand management; and
 - b. Encourage development that uses existing facilities.
3. Provide additional transportation facility capacity when existing facilities are used to their maximum level of efficiency consistent with adopted standards for levels of service.
4. Actively engage the public, especially historically underserved populations, during the planning and design of transportation facilities to identify and reduce negative community impacts.

OBJECTIVE 7.4

Coordinate transportation planning and programming with state, county, and local agencies.

Policy 7.4

1. Coordinate with non-City providers of transportation facilities and services on a joint program for maintaining adopted levels of service standards, funding, and construction of capital improvements. Work in partnership with non-City transportation facility providers to prepare functional plans, including the PSRC Regional Transportation Plan, consistent with the City of North Bend Comprehensive Plan.
2. Establish interagency planning mechanisms to assure coordinated and mutually supportive transportation facility plans from non-City providers (WSDOT, King County Roads and Metro Transit, adjoining cities, etc.) of transportation facilities.
 - a. Establish priority areas for transportation improvements consistent with the Comprehensive Plan.
 - b. Periodically assess development trends and transportation facility needs to identify and remedy deficiencies or reassess the land use plan.
3. Regularly coordinate with WSDOT, King County Roads and Metro Transit, and the City of Snoqualmie to ensure that levels of service for transportation facilities are compatible.
4. Coordinate Federal, State, County, City agencies, the Ports, and freight mobility industry leaders to develop a Regional Plan for freight mobility and staging, within the Puget Sound region, that allows for efficient mobility while reducing or eliminating impacts on North Bend's streets and air and water quality.

OBJECTIVE 7.5

Annually develop a six-year transportation improvements program with which to facilitate implementation of the Comprehensive Plan.

Policy 7.5

- 1.** Prepare and utilize the six-year TIP to identify transportation projects necessary to respond safety issues, the planned growth of the community, and maintain desired levels of service.
- 2.** Prepare and utilize the six-year TIP to integrate North Bend transportation capital projects and resources with other agencies in order to maximize financing opportunities such as grants, bonds, city funds, donations, impact fees and other available funding.
- 3.** Maintain the TIP as follows:
 - a.** Provide for annual review of the Capital Facilities Plan contained in the Capital Facilities Element by the City Council and incorporate a citizen participation process;
 - b.** Ensure that the Capital Facilities Plan is consistent with the overall Comprehensive Plan;
 - c.** Define the projects' need and links to levels of service and facility plans;
 - d.** Consider operations and maintenance impacts of projects where appropriate; and
 - e.** Establish project priorities in the order of safety first and then LOS.

OBJECTIVE 7.6

Establish mechanisms to ensure that the required transportation facilities are financially feasible.

Policy 7.6

- 1.** Base the financing plan for transportation facilities on realistic estimates of current local revenues and external revenues that are reasonably anticipated to be received by the City on an ongoing basis.
- 2.** Finance the six-year TIP within the City's financial capacity to achieve a balance between available revenue and needed transportation facilities. If the projected funding is inadequate to finance needed transportation facilities based on adopted level of service standards and forecasted growth, the City could do one or more of the following:
 - a.** Lower the level of service standard;
 - b.** Change the Land Use Plan;
 - c.** Increase the amount of revenue from existing sources; and/ or
 - d.** Adopt new sources of revenue.
- 3.** Design roads to be financially feasible to maintain, by means of reduced impervious surfaces and implementation of low impact strategies that reduce maintenance costs, in addition to providing a well-connected street system, reducing the miles of roadway necessary to provide adequate circulation and access throughout the City.

OBJECTIVE 7.7

Establish mechanisms to ensure that the required transportation facilities are fully funded.

Policy 7.7

1. Match revenue sources to transportation improvements on the basis of sound fiscal policies.
2. Revise the TIP in the event that revenue sources for transportation improvements, which require voter approval in a local referendum, are not approved.
3. Ensure that the ongoing operating and maintenance costs of a transportation facility are financially feasible prior to constructing the facility.

OBJECTIVE 7.8

Ensure existing and future development pay for the costs of needed transportation improvements.

Policy 7.8

1. Ensure that existing development pays for transportation improvements that reduce or eliminate existing deficiencies, and pays for some or all of the cost to replace obsolete or worn out facilities. Existing development may also pay a portion of the cost of transportation improvements needed by future development. Existing development's payments may take the form of user fees, charges for services, special assessments, and taxes.
2. Ensure that future development pays a proportionate share of the cost of new facilities that it requires. Future development may also pay a portion of the cost to replace obsolete or worn-out facilities. Future development's payments shall take the form of one or more of the following: voluntary contributions for the benefit of any transportation facility, impact fees, mitigation payments, capacity fees, dedications of land, provision of transportation facilities, and future payments of user fees, charges for services, special assessments, and taxes.
3. Whenever another governmental agency causes transportation impacts or costs to the City of North Bend, the City should negotiate with that entity to defray any costs not mitigated as a result of the other government agency's actions. This could include reciprocal concurrency agreements with adjacent jurisdictions to facilitate the collection of mitigation fees or construction of needed improvements to impacted intersections.
4. In the annual budget, the city shall maintain its bridges, arterials, and collector streets system and implement safety improvements as a high priority. Development of new bridges, arterials, and collector streets should, subject to the availability of outside grant opportunities, be a secondary budget priority.

OBJECTIVE 7.9

Seek to mitigate disproportionate financial burdens to the City due to the siting of essential transportation facilities and freight mobility facilities.

Policy 7.9

1. Through joint planning or interlocal agreements, the City shall seek to mitigate disproportionate financial burdens due to the siting of essential transportation facilities.
2. The City shall seek amenities or incentives for neighborhoods in which the facilities are located and require compensation for adverse impacts.

OBJECTIVE 7.10

Prioritize capital investments to improve access and safety for those with the fewest resources.

Policy 7.10

1. Implement transportation programs and projects that provide access to opportunities while preventing or mitigating negative impacts to people of color, people with low incomes, and people with special transportation needs.
2. Ensure mobility choices for people with special transportation needs, including people with disabilities, seniors, youth, and people with low incomes.



5

TRANSPORTATION MODAL NETWORKS

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Transportation Modal Networks

North Bend envisions a future transportation system that serves all users and modes of travel by offering a safe and robust network of sidewalks, bicycle facilities, intersections, and roadways.

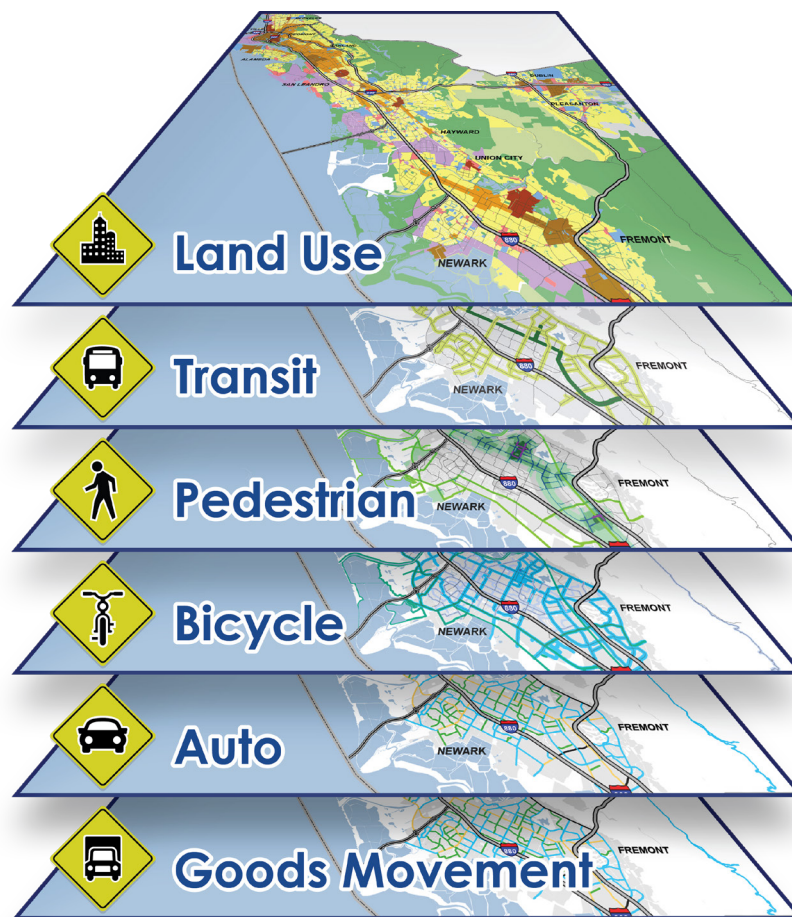
This chapter describes North Bend's vision for its future transportation network. The needed infrastructure to achieve this vision is described in the Capital Plan chapter. This TE looks to provide a 'layered' transportation network, which focuses on accommodating all modes of travel. While some of the roadway improvements are needed to meet the City's vehicular LOS standard, many of the future improvements will focus on providing safer and more complete facilities for walking, bicycling, and riding transit to improve access and mobility for all roadway users.

Introduction to the Layered Network

It can be a challenge for a single roadway to satisfy the demands and expectations of all modes at any given time. Generally, this is also not desirable from a user or a planning perspective. In response to this challenge, the City of North Bend has adopted a layered network approach that focuses on how the City's transportation network can function as a system to meet the needs of all users. In such a system, individual travel modes are prioritized on different facilities throughout the overall network. Figure 8 illustrates the concept of a layered network. The City will implement this layered network through a system of modal networks that define each street's user priorities and associated infrastructure needs.

Modal Networks

Streets in North Bend serve different travel purposes, and the modal networks therefore prioritize a different balance of users on each corridor. Determining how the entire transportation network fits together in North Bend requires identifying desirable streets for each mode, combining them to locate overlaps, and then assigning priority to certain modes. The following sections review the networks for each mode and establish a LOS standard or capital planning guidance for each.

Figure 8. Layered Network Concept

INTRODUCTION TO LEVEL OF SERVICE

The following sections define LOS for various modes of transportation. As described in the Opportunities and Constraints chapter, the most commonly used metric of transportation performance is vehicular LOS, as defined by the Highway Capacity Manual (HCM). However, this metric does not consider how the system is performing for other modes of transportation, such as walking, cycling, and transit.

The experience of these other modes is often not captured by a metric like congestion or delay. Factors like the quality of built environment, including the presence of dedicated facilities and buffering from vehicle traffic, tend to be more indicative of how well these modes are performing for people walking and biking in North Bend. As such, LOS planning guidance for these modes assesses existing infrastructure available for these users and identifies areas of the transportation system that are not safe or comfortable to navigate.

Pedestrian Priority Network

While some areas of North Bend have nearly full sidewalk coverage, other areas have sidewalk gaps that detract from a contiguous and welcoming walking environment. Typically, sidewalk coverage is more important for arterial streets than for local streets since local streets tend to have low traffic volumes and speeds. Moreover, dense areas with commercial land uses and streets that serve schools, parks, and churches are particularly important locations to provide for safe walking since there may be a larger portion of vulnerable roadway users on those streets.

For the purposes of Pedestrian LOS guidance, priority streets are defined as all principal and minor arterials, and collectors that are within a quarter mile of a school or park. Prioritizing these roadways for pedestrian accommodations should make walking in and around major destinations easier. In addition to the presence of pedestrian facilities along a corridor, the City also emphasizes the importance of safe pedestrian crossings. Particularly downtown and within a quarter mile of schools and parks, the City should look for opportunities to provide enhanced crossings at regular intervals where practicable. **Figure 9** shows the pedestrian priority network for the City.

Pedestrian LOS

Table 5 establishes guidance in terms of the level of accommodation that the City wishes to provide within the pedestrian priority network. Within these areas, pedestrian LOS is based on whether one or both sides of the street offer a pedestrian facility such as a sidewalk or a protected shoulder. Accordingly, the City requires all new and improved public roadways to offer sidewalks on both sides of the roadway.

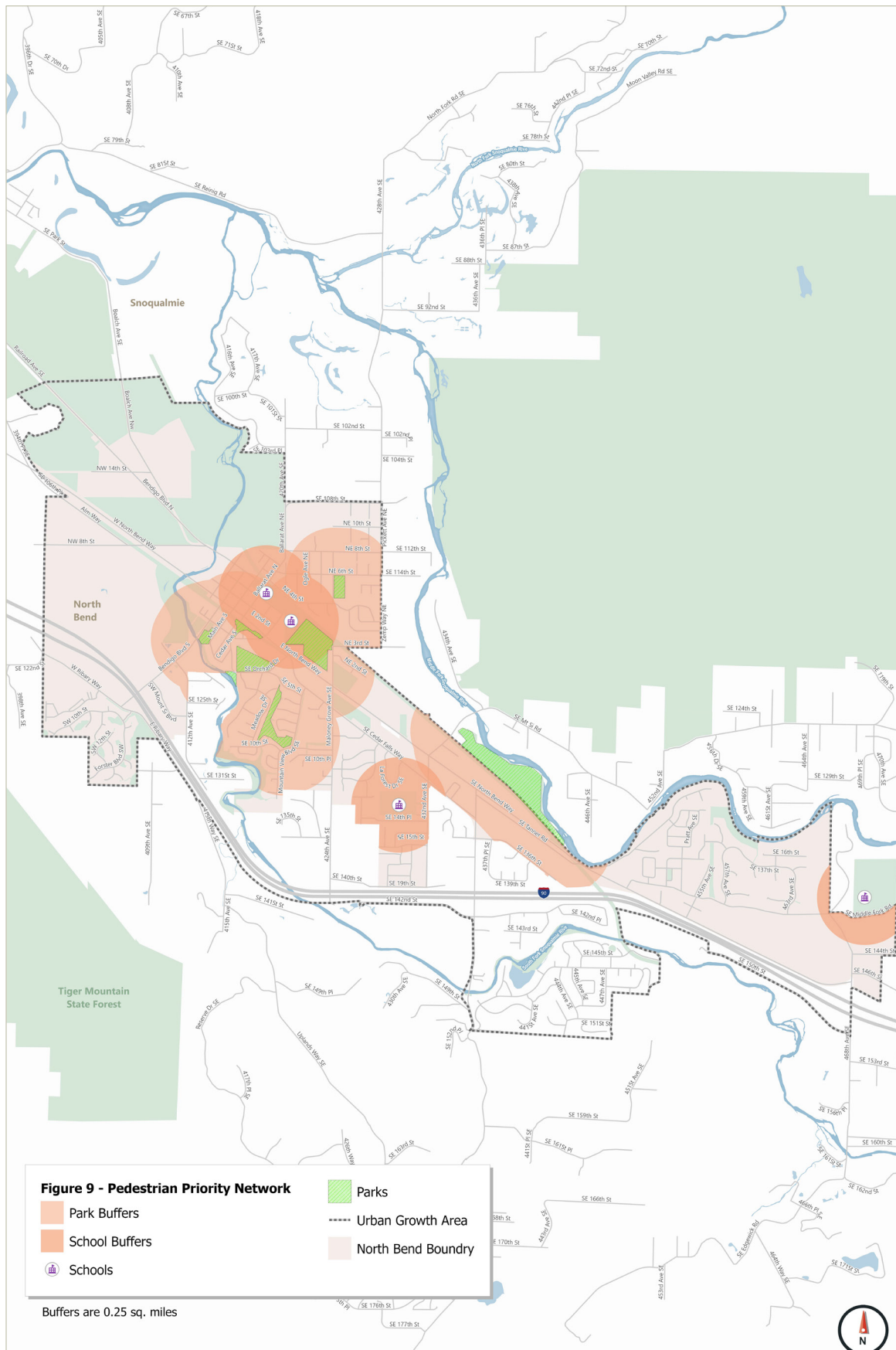
North Bend's 2023-2028 Transportation Improvement Program identified a list of short-range pedestrian facility projects, many of which are located in areas that are currently in need of sidewalks. Several of these projects will help to fill gaps in the pedestrian network, improving the overall roadway conditions.

Table 5. Pedestrian Priority Network Level of Service Guidance

COMPONENT	COLLECTORS & ABOVE IN DOWNTOWN URBAN CENTER	COLLECTORS & ABOVE THAT ARE WITHIN A 1/4 MILE WALKSHED OF A PEDESTRIAN DESTINATION	ON STREETS WITH HIGHER FREIGHT/ SPEEDS	ARTERIALS ELSEWHERE
Minimum Sidewalk Width	8 feet	8 feet	6 feet	6 feet
Minimum Amenity Zone	4 feet	4 feet	4 feet	2 feet
Sidewalk - Side of Street	Both	Both	Both	Both

PRACTICAL CONSIDERATIONS

The City recognizes that achieving the pedestrian LOS guidance may not be feasible everywhere in the Pedestrian Priority Network due to right of way needs, sensitive habitats, and topography. However, by setting this LOS guidance, the City provides a vision for future pedestrian connectivity.

Figure 9. Pedestrian Priority Network

Bicycle Priority Network

Some areas of North Bend, such as the Snoqualmie Valley Regional Trail, provide excellent protected bicycling environments for all ages and abilities, but other areas are more limited in bicycle facilities. Level of traffic stress (LTS) is the current state of the practice in planning bicycle facilities. This approach provides a framework for designing bicycle facilities that meet the needs of the intended users of the system. The figure below describes the four typical categories of cyclists, each of which requires different levels of accommodation to feel comfortable using the system.

Table 6 defines how LTS is measured on specific streets and can guide the identification of capital treatments to provide the City's desired low-stress level (LTS 1 or 2) on individual streets. **Figure 11** shows the existing level of traffic stress along all roadways in North Bend. This network primarily considers two key variables that impact the comfort level of roadways for bicycling – traffic speeds and traffic volumes. These variables help to determine an appropriate type of facility that will enable a low-stress route.

Figure 10. Bicycle Level of Traffic Stress Categories

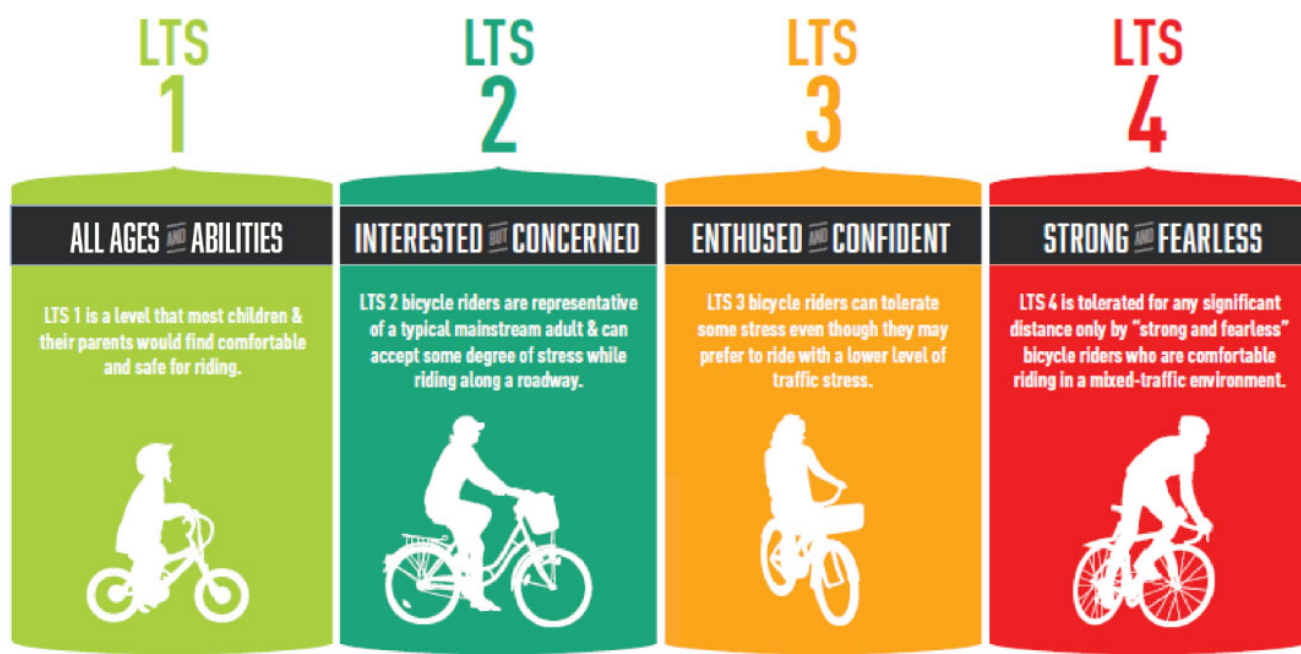


Table 6. LTS Designations

Speed Limit (MPH)	Traffic Volume	No Marking	Sharrow Lane Marking	Striped Bike Lane	Buffered Bike Lane	Protected Bike Lane	Physically Separated Bike Path
≤ 25	Local Streets	1	1	1	1	1	1
	Up to 7k	3	2	2	2	1	1
	≥ 7k	3	3	2	2	1	1
30	< 15k	4	3	2	2	1	1
	15-25k	4	4	3	3	3	1
	≥ 25k	4	4	3	3	3	1
35	< 25k	4	4	3	3	3	1
	≥ 25k	4	4	4	3	3	1
40	Any Volume	4	4	4	4	3	1

Figure 11. Existing Bicycle LTS



When a bicycle facility along an arterial corridor comes to an intersecting arterial, the corridor LOS and associated intersection treatments should be carried across the arterial. Otherwise, the arterial intersection may become a barrier to bicycle travel.

The City seeks to establish a low-stress bicycle network that connects major destinations, transit stops and stations, and residential and employment centers. **Figure 4** shows the future bicycle network proposed for North Bend.

North Bend's 2023-2028 Transportation Improvement Program identifies a list of short range bicycle facility projects, many of which are located in areas that are currently in need of bicycle facilities. Several of these projects help fill gaps in the bicycle network and would improve the LOS of roadway segments.

PRACTICAL CONSIDERATIONS

The City recognizes achieving bicycle LTS 1 or 2 may not be feasible on all collectors and arterials due to right of way needs, sensitive habitats, and topography. However, by setting this LOS guidance, the City provides a vision for future bicycle connectivity.

BICYCLE FACILITY TYPES

FOG LINE

A fog line is a solid white line painted on the side of the roadway. This creates a designated space for people to ride their bike when there is not enough right-of-way for a conventional bike lane, and it designates the width of the outside travel lane. However, unlike conventional bike lanes, there is no bike pavement marking indicating preferential bicycle use.

CONVENTIONAL BIKE LANE

A conventional bike lane is a striped lane on a roadway that is designated for exclusive use by people riding bicycles. Conventional bike lanes include pavement markings indicating one-way bike use. These facilities are established along roadways where there is current or anticipated bicycle demand and where it could be unsafe for cyclists to ride in the travel lane.

BUFFERED BIKE LANE

Buffered bike lanes are conventional bicycle lanes enhanced with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane. These facilities should be provided to maximize modal separation along roadways with high travel speeds, volumes, and/or truck traffic.

SHARED USE PATH

Shared use paths are paved trails for the exclusive use of pedestrians, cyclists, skaters, and other active transportation users. They are wide enough for two-way travel. They are typically separated from motorized vehicular traffic by an open space, barrier, curb, or exist in an independent corridor.

Transit

The City aims to create corridors that are welcoming to transit and facilities that are comfortable for users. To increase transit use, the City can provide the following amenities:

- Street lighting
- Pedestrian and bicycle facilities for connecting to transit stops
- Real time arrival information
- Enhanced bus stop amenities, such as bus shelters, benches, and trash cans

North Bend's level of transit accommodation is defined based on the amenities in **Table 7**.

The City can reach the highest level of accommodation by providing amenities such as benches, shelters, garbage cans, and lighting for transit and by ensuring the availability of sidewalks and marked crosswalks for pedestrians. As a minimum target, the City can reach a moderate transit LOS by providing transit stop amenities and pedestrian access improvements where feasible.

REGIONAL TRANSIT COORDINATION

Effective coordination with regional transit agencies is a top priority in this plan to ensure that the local and regional transportation systems complement one another, especially as each system expands. A key element of this will be partnering with King County Metro and Snoqualmie Valley Transportation to provide transit options for getting across town and efficient connections to neighboring cities.

Freight and Auto Network

Nearly every street in North Bend's roadway network is utilized at some point each day by residents and workers to access homes, jobs, and other destinations. Many of these streets are local streets, which do not see significant traffic volumes throughout the day. Other streets are an important part of the freight delivery network.

Table 7. Transit Level of Service Guidance

Policy	Performance Measure	Potential Projects/Actions
Support continuous service.	Strive for continuous service, based on hours/day and days/week; minimum headways	Advocate for continuous service
Strive to maximize rider comfort and security.	Stop amenities.	Investments in comfort/amenities at major stops and stations; e.g., lighting; seating; comfortable shelters
Strive to maximize rider access.	Number of people that can access stops on a low stress network.	Sidewalks/trails connecting to stops. Enhanced street crossings

Freight and Auto LOS

The City's standard for PM peak hour delay is LOS D or better at most intersections. However, some streets are permitted to function at higher levels of delay during the PM peak period. In recognition of other considerations that may impact mobility, such as cost, right of way, and impact on other modes, the City accepts a lower LOS standard at the following location:

- LOS F – SR 202/Bendigo Boulevard & North Bend Way

Table 3 and **Table 4** summarize existing and future year (2044) forecast delay at intersections in the City, with 2023-2028 TIP projects and other assumed improvements in place. Furthermore, the capital list provided in the next chapter includes future roadway projects that would maintain the City's LOS standard through 2044, as well as ensure that other components of the City's roadway network offer sufficient capacity to handle anticipated future demand volumes.

Consistent with Policy 1.8, all future transportation projects should be constructed with consideration for potential freight access needs. The capital list provided in the next chapter includes projects specifically designed to improve freight access and circulation near the TA Seattle East Travel Center and freight design features in projects throughout the City, such as roundabouts with mountable curbs for heavy truck maneuvers.

WHY DEFINE LOS FOR CERTAIN INTERSECTIONS?

LOS F indicates systems which are over capacity. These conditions lead to increased congestion and travel delay for drivers. Although this measure seems counter-productive, the City is committed to mobility for all, which means that in addition to considering vehicular travel, it must also take into account factors such as:

- **COST:** Maintaining LOS D operations everywhere would require substantial capital investment that would detract from the City's ability to invest throughout North Bend. This strategy would not only be impractical but could also hinder investments for other modes.
- **RIGHT OF WAY:** Substantial right-of-way impacts, such as street widening, intersection modifications, and removal of parking can be challenging to overcome.
- **OTHER MODES:** Roadway improvements for vehicular travel may negatively impact other modes. For example, adding additional lanes will increase the amount of time it takes pedestrians and cyclists to cross the street.
- **LOCAL IDENTITY:** Some locations are of historical, cultural, or recreational importance to the City. Widening roadways may detract from the local identity and sense of place that residents and visitors enjoy.

Growth Management Act requirements: The State's concurrency law stipulates that the City must be able to maintain its stated LOS policy in order to continue permitting development. Setting an LOS standard that is unrealistic for the above reasons would put North Bend in jeopardy of being able to permit development intended to provide more walkable, bikeable, and transit accessible options. As such, this Element sets a realistic LOS standard at key intersections where the conditions above make the City's LOS D standard that applies elsewhere infeasible.

IMPACTS OF GROWTH ON STATE FACILITIES

As North Bend continues to grow and regional recreational use increases, traffic volumes will increase on I-90, which serves as a critical link for North Bend residents and employees to the rest of the region. To understand the magnitude of change in I-90 volumes related to local and regional growth, PM peak hour percentage volume increases for each of the three I-90 interchanges serving the City are shown below as estimated by the PSRC-based travel model developed for this TE update.

Table 8. Percentage Volume Increase at I-90 Interchanges

Interchange	Future Volume Increase
I-90/SR 202/Bendigo Boulevard	15%
I-90/436th Avenue SE	40%
I-90/468th Avenue SE	40%

Downtown Parking

North Bend's on-street parking supply downtown is currently available on a first-come, first-serve basis, with time restrictions in some locations. Anticipated development in the central core may necessitate more active parking management in the future as demand for parking increases. Wayfinding signage to improve access to available parking may help connect drivers with existing facilities, including park and ride lots.

The City should monitor parking use in downtown and consider the following actions, as appropriate, to manage demand:

- Once on-street parking supply utilization exceeds 85 percent on downtown roadway segments during business hours, consider reducing time limits or implementing parking charges to encourage parking space turnover.
- As downtown develops, review the City's parking code to ensure it supports an urban setting.
- Consider encouraging more shared parking by developing public parking facilities that promote a "park once" concept in the downtown.



6 PLAN IMPLEMENTATION

Plan Implementation

This Transportation Element provides the foundation for updating the City's six-year Transportation Improvement Program, working toward the 2044 planning horizon. This Element should be viewed as a living document. While it can serve as the blueprint for transportation in North Bend over the next several years, realistically, the plan is most useful over the next five-to-seven years, at which point it should be updated.

The recommended projects and programs of the Transportation Element were developed through a combination of technical methods (LOS and gaps analysis) and input from the community and stakeholders. Implementing the Transportation Element will require close coordination among the City departments, citizens, businesses, and other agencies within the region.

Projects

The previous chapter describes the City's vision for accommodating travel for everyone in North Bend, as guided by a framework of multimodal networks and policies to achieve this vision. This section describes the Transportation Element's project list, which if built, would provide a safer and more connected multimodal system. The following section describes the City's anticipated financial resources over the next 20 years to implement these projects.

During the Transportation Element development, many transportation needs and project ideas to meet those needs were identified across the City. Project ideas came from a variety of sources: projects carried forward from past plans, projects to provide sufficient capacity to accommodate North Bend's planned growth, as well as projects that would help construct the modal networks presented in the previous chapter.

Overall, there are 40 projects identified on the Transportation Element's project list. These 40 projects are shown in **Figure 12** and **Table 9**. These projects advance the construction of multimodal, complete streets projects consistent with the City's multimodal level of service and complete streets policies outlined in previous chapters. Construction of projects will be prioritized based on the availability of funding, as well as the project's contribution to addressing safety challenges and multimodal mobility (see Policy 7.5).

Anticipated Funds

While funding available for transportation over the next two decades cannot be forecast with certainty, a conservative estimate is that future annual budgets will be similar to the average capital facilities expenditures of the five-year period from 2017 to 2021. Revenues include those from outside sources and grants, general city funds, impact fees, and gas tax receipts. If the city were able to maintain this level of revenue, the amount anticipated to be available for transportation capital projects (excluding funds dedicated to parks, utilities, stormwater, and wastewater management) is approximately \$4.9 million per year. Thus, an approximate financial constraint for the TE is \$97.4 million (in 2022 dollars) over the next 20 years.

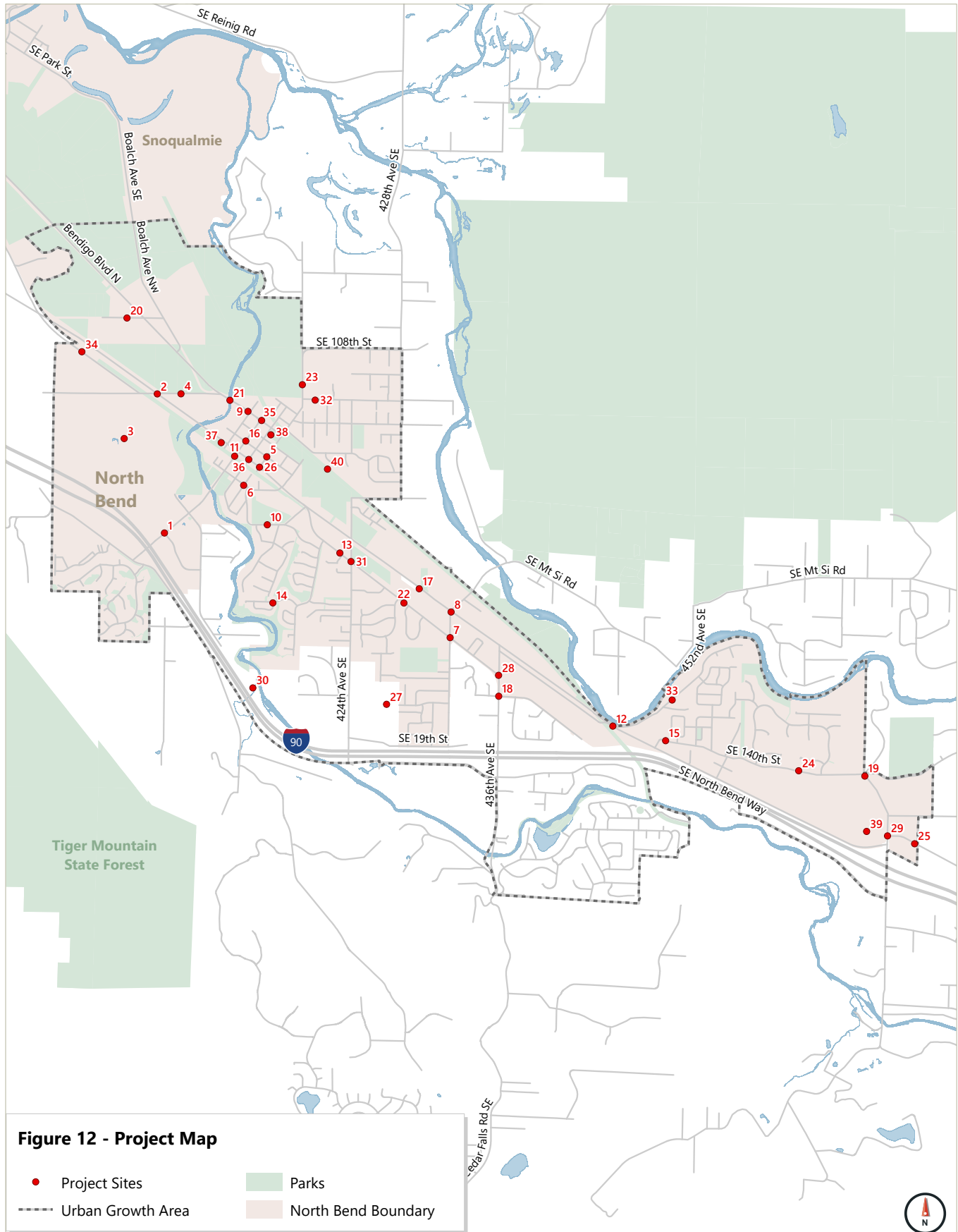
The project list in **Table 9** shows the total estimated cost of the 40 projects identified to be approximately \$99 million, or \$1.6 million more than the approximate financial constraint of \$97.4 million. It is unknown how much of these costs could be recovered if re-development contributes to some of these improvements over the 20-year period (beyond established impact fee obligations) or if the City is very successful in securing competitive grants. However, these estimates provide a general framework for how the City could spend available funding to expand mobility over the life of this TE.

Table 9. Project List

Project #	Year Planned	Project Name	Design and Construction Costs
1	2025	Roundabout at Bendigo Boulevard S and SW Mount Si Boulevard	\$8,647,205
2	2025	Roundabout at W North Bend Way and NW 8th Street	\$4,901,000
3	2025	South Fork Avenue SW Extension – Bendigo Boulevard S to NW 8th Street (Nintendo Bypass)	\$6,081,000
4	2027	NW 8th Street Widening and Sidewalk between W North Bend Way and Bendigo Boulevard N (includes new Ribary Creek bridge)	\$2,000,000
5	2027	Downtown Parking Lot/Garage	\$3,200,000
6	2026	Park Street Corridor Re-Channelization (add center turn lane and relocate 1 sidewalk, possibly acquire ROW and relocate sidewalk)	\$3,400,000
7	2023	Mid-Block Crosswalk across SE Cedar Falls Way near Stilson Avenue SE and Stilson Avenue SE Sidewalk to Opstad Elementary School	\$700,000
8	2026	Roundabout at E North Bend Way and SE Mount Si Road	\$3,000,000
9	2024	Wastewater Treatment Plant Frontage Improvements	\$590,000
10	2025	SE Orchard Drive Sidewalk between Meadow Drive SE and Riverside Drive SE on South Side	\$550,000
11	2028	McClellan Alley Improvements and Bendigo Boulevard S Sidewalks	\$3,000,000
12	2023	E North Bend Way Rechannelization between Snoqualmie Valley Trail and SE Tanner Road	\$140,000
13	2024	SE Cedar Falls Way Sidewalk between Mountain View Boulevard SE and Mount Teneriffe Drive SE on South Side	\$600,000
14	2024	Old Si View to New Si View Pedestrian Connection	\$50,000
15	2023	SE 140th Street Sidewalk between E North Bend Way and Tanner Falls Frontage on North Side	\$300,000
16	2028	Bendigo Boulevard N Traffic Reconfiguration between W 3rd Street and W North Bend Way	\$300,000
17	2026	Tanner Trail Phase 2 and 3 Construction	\$1,500,000
18	2023	Roundabout at 436th Avenue SE and SE 136th Street	\$2,400,000
19	>2028	Roundabout at 468th Avenue SE and SE Middle Fork Road	\$2,100,000
20	>2028	NW 14th Street Widening and Reconstruction West of Bendigo Boulevard N (Phase 2)	\$500,000
21	>2028	Pedestrian Bridge over South Fork Snoqualmie River at Wastewater Treatment Plant	\$1,200,000
22	>2028	SE Cedar Falls Way Pedestrian Improvements between Maloney Grove Avenue SE and 436th Avenue SE	\$1,500,000

Project #	Year Planned	Project Name	Design and Construction Costs
23	>2028	Ballarat Avenue NE Widening and Sidewalk between NE 6th Street to NE 12th Street	\$1,450,000
24	>2028	SE 140th Street Sidewalk between Eagles Nest Place SE and Twin Falls Middle School on North Side	\$2,500,000
25	>2028	SE 146th Street Reconstruction between 468th Avenue SE and East City Limits	\$700,000
26	>2028	Traffic Signal at E North Bend Way and Ballarat Avenue	\$750,000
27	>2028	SE 16th Street Extension between Maloney Grove Avenue SE and 436th Avenue SE	\$3,400,000
28	>2028	Left Turn Pocket and Sidewalks on 436th Avenue SE between SE Cedar Falls Way and SE North Bend Way	\$500,000
29	>2028	Traffic Signal at SE 146th Street and 468th Avenue SE	\$600,000
30	>2028	South Fork Avenue SE Extension – New Bridge across South Fork Snoqualmie River between SW Mount Si Boulevard and Maloney Grove Avenue SE	\$20,000,000
31	>2028	Roundabout at SE Cedar Falls Way and Maloney Grove Avenue SE	\$2,100,000
32	>2028	NE 8th Street Storm and Reconstruction Project	\$775,000
33	>2028	SE Tanner Road Improvements – North of SE North Bend Way	\$600,000
34	>2028	Alm Way Bridge Replacement	\$1,500,000
35	>2028	Roundabout at Bendigo Boulevard N and W 4th Street	\$6,586,000
36	>2028	Traffic Signal at North Bend Way and Main Avenue	\$750,000
37	>2028	Bus Stop Amenity and Signage Improvements at North Bend Park & Ride	\$500,000
38	>2028	Bus Stop Amenity Improvements at North Bend Library	\$500,000
39	>2028	Truck Stop Circulation, Wayfinding, and Signage Study	\$50,000
40	>2028	Snoqualmie Valley Trail Paving and Improvements	\$9,120,000
Total			\$99,040,205

Figure 12. Project Map



The comparison of revenues to costs indicates that the City will need to carefully prioritize its projects, since not all the transportation needs may be affordable with existing revenue sources over the planning horizon. If this occurs, the City has several options:

- Increase the amount of revenue from existing sources, including impact fees, transportation benefit districts, or increased general fund revenues
- Adopt new sources of revenue (see Additional Funding Options discussion in the following section)
- Lower the level of service standard, and therefore reduce the need for some transportation improvements
- The City could also weigh changing the distribution of growth in the land use element to reduce the need for additional public facilities, so long as those revisions were consistent with growth targets

A key implementation item following adoption of this Transportation Element would be for the City to update its transportation impact fees to advance eligible projects in this Element. This impact fee update would include an update to the project list, underlying growth assumptions, and perhaps the rate charged to new developments.

Additional Funding Options

This long-range planning effort has identified many transportation investments that would greatly enhance North Bend's transportation network but exceed forecasted revenues over the next few decades. Additional revenue sources that the City could consider implementing to enhance its ability to fund transportation system maintenance and rehabilitation, as well as new capital, are described below.

Levy Lid Lift

Cities can levy either a single-year or multi-year levy lid lift to increase property taxes in taxing districts without banked capacity beyond the one percent limit. While these property tax increases require a vote of the people, they are flexible funds that can be used to pay for maintenance, operations, or capital costs.

- **Cons:** Requires voter approval to implement
- **Pros:** Flexible funds that can be used for programmatic or capital expenditures; in many cities, levy lid lift is one of the options with the highest potential for revenue generation
- **Other consideration:** These funds would be a tax on locals, rather than visitors

Local Improvement Districts (LIDs)

Local Improvement Districts (LIDs) are special purpose financing mechanisms that can be created by cities to fund capital improvements in specific areas. LIDs generate funds by implementing proportionate special assessments on property owners that benefit from improvements. LID revenues are limited in their use to specific capital projects that benefit owners in the special purpose area for which they were created. Cities are authorized to form LIDs under RCW 35.43 without voter approval; however, LID formation is a complex process and must first be demonstrated to be financially feasible. Additionally, if the City receives protests from "property owners who would pay at least 60 percent of the total cost of the improvement" the LID will be dissolved.

In addition to transportation specific revenue options, the City has other revenue and financing options that can be used for transportation. Some of these options create additional revenues for the City but others are revenue neutral, suggesting a reduction of spending in other places.

Limited Tax General Obligation (LTGO) Bonds and Unlimited Tax General Obligation (UTGO) Bonds

These are financing tools cities can levy. Debt bears additional costs through interest, and any use of bonding capacity for transportation projects reduces the remaining bonding capacity available for other city projects. LTGO bonds will impact the General Fund, while UTGO bonds will have an additional tax burden.

Cities, TBDs, and LIDs may issue general obligation bonds, by special election or council decision, to finance projects of general benefit to the jurisdiction. In addition to the principal and interest costs of issuing debt, there are usually costs associated with issuing bonds, including

administrative time, legal and underwriting costs, and insurance costs. The Washington State Constitution limits the amount of debt municipalities can incur to five percent of the City's assessed value of taxable properties; the Washington State Legislature has statutorily limited the debt carrying capacity further to 2.5 percent of the assessed value. Taking on additional bond debt will affect cities' credit rating, so best practices suggest using less than two-thirds of the debt capacity to maintain credit rating.

LTGO bonds can be used for any purpose, but funding for debt service must be made available from existing revenue sources. UTGO bonds can be used only for capital purposes, and replacement of equipment is not permitted.

Implementation of one of these policy options, following a detailed evaluation of the potential revenue generation and approval by City Council, would increase the funds available for the City to invest in programmatic and capital transportation improvements. These policy options could allow the City to leverage revenue generated partially by visitors or new development to improve existing facilities for all modes and create new connections, especially for bicyclists and pedestrians.

Implementation

The Transportation Element will guide local and regional transportation investments and define the City's future transportation policies, programs, and projects for the next 20 years. In this way, the Transportation Element helps the City assess the relative importance of transportation projects and programs; and schedule their planning, engineering, and construction as North Bend growth takes place and the need for improved and new facilities is warranted. The Transportation Element establishes a methodology for prioritizing projects to be included in future Transportation Improvement Plans (TIPs) and Capital Improvement Plans (CIPs).

As the City implements the project list described in this chapter, it will be important that the multimodal level of service criteria and goals, objectives, and policies described in this Transportation Element are used to prioritize investments such that the City's limited financial resources are used to best advance the community's vision and goals for the City.