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CITY COUNCIL MEETING*
December 3, 2024 – 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 Meetings of November 5, 2024 & November 19, 2024		**1**
2) Payroll	**November 20, 2024 – 28888** through **28893,** in the amount of **$295,661.53**		
3) Checks	**December 3, 2024 – 76416** through **76487,** in the amount of **$1,425,391.51**		
4) AB24-130	Resolution – Awarding Middle Fork Overlay Project	Mr. Rigos	**11**
5) AB24-131	Resolution – Authorizing Triple 60 Partners DEA for Gravity Marine	Mr. Rigos	**19**
6) AB24-132	Resolution – Accepting Maloney Estates Infrastructure Improvements	Mr. Rigos	**75**
7) AB24-133	Motion – Authorizing Contract with G&O for WSP Update	Mr. Rigos	**93**
8) AB24-134	Motion – Authorizing CO #1 for 2024 Sidewalk Gaps Project	Mr. Rigos	**105**
9) AB24-135	Motion – Approving PSE Schedule 74 for 2024 Sidewalk Gaps Project	Mr. Rigos	**111**

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

10) AB24-136	Appointments to Economic Development Commission	Mayor Miller	**145**
11) Presentation	Affordable Housing Analysis	Mr. Henderson	
12) AB24-137	Selection of 2025 Mayor Pro Tem	Mayor Pro Tem Gothelf	**147**

MAIN AGENDA:

13) AB24-138	**Public Hearing Cont.,** Ordinance – Adopting 2025-2026 Biennial Budget	Mr. Chaw	**149**
14) AB24-139	**Public Hearing,** Ordinance 1819 Moratorium New Towing & Impound Uses in EP1 Zone	Mr. McCarty	**159**
15) AB24-140	Ordinance – Adopting 2024 Comprehensive Plan & Zoning Map	Mr. McCarty	**169**
16) AB24-141	Motion – Authorizing MOU RE Meadowbrook Farm Docent Services	Mr. McCarty	**211**
17) AB24-142	Motion – Authorizing Contract with Valley Defenders	Ms. Escobar	**221**
18) AB24-143	Motion – Authorizing ILA with Issaquah for Jail Services	Chief Lynch	**223**
19) AB24-144	Motion – Authorizing Contract with Parametrix for McClellan Alley	Mr. Rigos	**239**
20) AB24-145	Motion – Confirming Appointment of Interim City Administrator	Mayor Miller	**271**
21) AB24-146	Motion – Authorizing Interim City Administrator Employment Contract	Mayor Miller	**273**

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.)

EXECUTIVE SESSION: To Discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i)

ADJOURNMENT:

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***PLEASE NOTE:** Members of the public may choose to attend the meeting in person or by teleconference. Members of the public attending the meeting in-person will have an opportunity to provide public comment and if attending the meeting by teleconference may submit written comments via in-person drop off, mail, fax, or e-mail to soppedal@northbendwa.gov. All written comments must be received by 5 p.m. on the day of the scheduled meeting. If an individual requires an accommodation because of a difficulty attending the public meeting, the City requests notice of the need for accommodation by 5 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote public comments by contacting the City Clerk by phone (425) 888-7627 or by e-mail to soppedal@northbendwa.gov. No other remote public comment will be permitted.

Those wishing to access the meeting by teleconference 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: 881 2610 1456
Password: 658184
Call In Phone Number: 1-253-215-8782

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NORTH BEND CITY COUNCIL MINUTES
November 5, 2024
City Hall, 920 SE Cedar Falls Way, North Bend, Washington

CALL TO ORDER, ROLL CALL:

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

Councilmembers Present: Elwood, Gothelf, Joselyn, Rustik, Torguson and Tremolada. Councilmember Koellen was excused.

Mayor Miller announced Mayor, Council, and Administrator Concerns and Initiatives would take place after tonight's Executive Session.

CONSENT AGENDA:

Minutes – City Council Meeting of September 17, 2024, City Council Workstudy of September 24, 2024, City Council Meetings of October 1, 2024 and October 15, 2024
Payroll – October 18, 2024 – 28876 through **28881,** in the amount of **$320,025.05**
Checks – November 5, 2024 – 76295 through **76366,** in the amount of **$1,540,559.66**
AB24-111 – Motion Authorizing Purchase of John Deere Tractor & Boom
AB24-112 – Motion Authorizing Contract with Mountains to Sound Greenway Trust for Landscaping & Restoration Services
AB24-113 – Motion Authorizing Contract with Otak for On-Call Environmental Services
AB24-114 – Motion Authorizing Contract Amendment with LDC, Inc. for On-Call Comprehensive Plan Assistance
AB24-115 – Motion Authorizing Contract with Site Workshop RE Taylor Park Gateway

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

CITIZEN'S COMMENTS:

Debra Landers, 14615 438th Ave. SE, noted North Bend Art & Industry would hold community focus groups next week for input on the organization's makerspace.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Introduction – North Bend Police Officers **Audio: 4:40**

Snoqualmie/North Bend Police Captain Gary Horejsi introduced new Police Officer Jack Yang.

Proclamation – Kindness Month **Audio: 7:48**

Mayor Miller read a proclamation declaring the month of November 2024 as Kindness Month in the City of North Bend. Grant Manager Michelle John from Empower Youth Network was on hand to accept the proclamation.

INTRODUCTIONS:

AB24-116 – Ordinance 1818 Amending NBMC 18.10.030 & 18.10.050 RE Emergency Shelters **Audio: 12:06**

Senior Planner Burrell provided the staff report.

Councilmember Joselyn **MOVED,** seconded by Councilmember Gothelf to approve AB24-116, an ordinance amending North Bend Municipal Code Sections 18.10.030 and 18.10.050 relating to hotels, emergency shelters, emergency housing, transitional housing, and permanent supportive housing, as a first and final reading. The motion **PASSED** 6-0.

Councilmember Torguson stated she would abstain from AB24-117 – Resolution Authorizing Adoption of Land Use Element for 2024 Comprehensive Plan and provided an acceptable reason.

AB24-117 – Resolution Authorizing Adoption of Land Use Element Update for 2024 Comprehensive Plan **Audio: 15:46**

Principal Planner McCarty provided the staff report.

The following individual commented on the agenda item:

Cherie Cooper, 301 N. Tacoma Ave., Tacoma

Councilmember Joselyn **MOVED,** seconded by Councilmember Tremolada to approve AB24-117, a resolution authorizing adoption of the Land Use Element for the 2024 North Bend Comprehensive Plan. The motion **FAILED** 2-3. (Elwood, Gothelf & Rustik)

Councilmember Elwood **MOVED,** seconded by Councilmember Rustik to reconsider the vote as to AB24-117 – Resolution Authorizing Adoption of Land Use Element for 2024 Comprehensive Plan. The motion **PASSED** 4-1 (Tremolada)

Councilmember Joselyn **MOVED,** seconded by Councilmember Elwood to postpone AB24-117 – Resolution Authorizing Adoption of Land Use Element for the 2024 Comprehensive Plan to the next regular City Council meeting on November 19, 2024. The motion **PASSED** 4-1 (Tremolada)

AB24-118 – Resolution Authorizing Adoption of Housing Element Update for 2024 Comprehensive Plan **Audio: 1:16:46**

Senior Planner Burrell provided the staff report.

Mayor Miller called a ten minute recess at 8:27 p.m.

Mayor Miller called the meeting back to order at 8:33 p.m.

Councilmember Joselyn **MOVED,** seconded by Councilmember Elwood to postpone AB24-118, a resolution authorizing adoption of the Housing Element for the 2024 North Bend Comprehensive Plan to the next regular City Council meeting on November 19, 2024. The motion **PASSED** 4-2 (Torguson, Tremolada)

AB24-119 – Ordinance 1819 Declaring Emergency and Adopting Moratorium on New Towing & Impound Uses in EP1 Zone **Audio: 1:43:47**

Principal Planner McCarty provided the staff report.

Councilmember Joselyn **MOVED,** seconded by Councilmember Rustik to approve AB24-119, an ordinance declaring an emergency and adopting a moratorium on new towing and impound uses within the Employment Park 1 Zone, as a first and final reading. The motion **PASSED** 6-0.

EXECUTIVE SESSION:

Mayor Miller recessed the regular meeting for an Executive Session at 8:57 p.m. to discuss performance of a public employee, pursuant to RCW 42.30.110(1)(g). The Executive Session was expected to last 15 minutes, to be followed at its conclusion by possible action.

The regular meeting was reconvened at 9:13 p.m.

Councilmember Gothelf **MOVED,** seconded by Councilmember Elwood to authorize the Mayor to enter into a Separation Agreement with David Miller providing for a full release of all claims and a separation payment in the amount of $41,429.73, in a form and content acceptable to the City Attorney.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Tremolada expressed hope that everyone exercised their right to vote today and reminded all that diversity of opinion was the best thing about the country.

DRAFT

Councilmember Elwood echoed Councilmember Tremolada's comments and thanked staff for all of their long hours and dedication on the items that come before Council for consideration.

Councilmember Gothelf echoed Councilmember Tremolada's comments. Additionally, he thanked staff for their hard work on the Comprehensive Plan elements and looked forward to working together with Council to reach a resolution.

Councilmember Rustik echoed Councilmember Gothelf's comments and encouraged residents to be prepared for possible power outages by having working flashlights and, if possible, invest in a backup generator.

Councilmember Joselyn echoed fellow Councilmember's comments.

Mayor Miller spoke regarding the following items:

- Meet Up with Mayor – November 6th 9 – 10 a.m. @ Huxdotter Coffee
- Chat with the Chiefs – November 13th 9 – 10 a.m. @ Hartwood Café
- Storm Drain & Culvert Clearing
- November 11th City Offices Closure
- Cancellation of November 26th Council Workstudy

ADJOURNMENT:

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

The meeting adjourned at 9:17 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk

DRAFT

DRAFT

NORTH BEND CITY COUNCIL MINUTES
November 19, 2024
City Hall, 920 SE Cedar Falls Way, North Bend, Washington

CALL TO ORDER, ROLL CALL:

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

Councilmembers Present: Elwood, Gothelf, Joselyn, Koellen, Rustik, Torguson and Tremolada.

CONSENT AGENDA:

Minutes – Special Council Workstudy of October 8, 2024
Payroll – November 5, 2024 – 28882 through **28887,** in the amount of **$358,162.60**
Checks – November 19, 2024 – 76367 through **76415,** in the amount of **$306,616.58**
AB24-120 – Resolution 2131 Designating 2025 Paper of Record
AB24-121 – Motion Authorizing ILA with King County for Jail Services
AB24-122 – Ordinance 1820 Amending 2023-2024 Budget

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

CITIZEN'S COMMENTS:

Michael Thomas, 1231 LaForest Drive SE, commented that tonight's meeting should be cancelled due to the weather and public safety concerns and noted the Board of Health has deferred revisions to the onsite septic code until the end of January.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

AB24-123 – Appointment to King County Landmarks Commission **Audio: 5:41**

Mayor Miller recommended the reappointment of Kevin Burrows as Special Member to the King County Landmarks Commission.

Councilmember Gothelf **MOVED,** seconded by Councilmember Rustik to approve AB24-123, confirming the reappointment of Kevin Burrows as the City of North Bend Special Member to the King County Landmarks Commission, term expiring December 31, 2027. The motion **PASSED** 7-0.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Joselyn, Chair
A report of the November 19th meeting was provided.

Finance & Administration Committee – Councilmember Elwood, Chair
A report of the November 12th meeting was provided.

Public Health & Safety Committee – Councilmember Rustik, Chair
A report of the November 5th meeting was provided.

Transportation & Public Works Committee – Councilmember Koellen, Chair
A report of the October 22nd meeting was provided.

Council Workstudy – Mayor Pro Tem Gothelf
A report of the October 22nd Workstudy was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the November 14th meeting was provided.

Planning Commission
A report of the October 16th meeting was provided.

Parks Commission
A report of the October 23rd meeting was provided.

Economic Development Commission
A report of the October 24th and November 14th meetings were provided.

Sound Cities Association Public Issues Committee – Councilmember Tremolada
A report of the November 13th meeting was provided.

MAIN AGENDA:

Councilmember Torguson stated the following: "I am abstaining from AB24-124 as to the recommended motion in the Agenda Bill. If there are amendments unrelated to my interest in my docket request and my specific properties, I am able to vote on such an amendment and I intend to do so this evening."

AB24-124 – Resolution 2132 Authorizing Adoption of Land Use Element Update for 2024 Comprehensive Plan **Audio: 22:26**

Principal Planner McCarty provided the staff report.

The following individuals commented on the agenda item:

Hannah Thiel, 1366 Bandera Ave. SE

Jeri Taylor-Swade, 14220 436th Ave. SE

Jeffrey Yee, 12117 SE 261st Court, Kent

Michael Thomas, 1231 LaForest Drive SE

Councilmember Joselyn **MOVED,** seconded by Councilmember Tremolada to approve AB24-124, a resolution authorizing adoption of the Land Use Element for the 2024 North Bend Comprehensive Plan.

Councilmember Elwood **MOVED,** seconded by Councilmember Gothelf to amend Figure 1-2, "Land Use Designation Map" to revise the land use designation from Residential to Employment Park consistent with the City's current land use designation, and to amend Figure 1-4 "proposed Zoning Map" from Low Density Residential to Business Park, consistent with the City's current zoning designation (as renamed from Employment Park 1 to Business Park). The motion **FAILED** 2-5 (Joselyn, Koellen, Rustik, Torguson, Tremolada)

The main motion **PASSED** 5-1 (Gothelf) (Torguson abstained).

AB24-125 – Resolution 2133 Authorizing Adoption of Housing Element Update for 2024 Comprehensive Plan **Audio: 1:06:56**

Senior Planner Burrell provided the staff report.

The following individuals commented on the agenda item:

Hannah Thiel, 1366 Bandera Ave. SE

Michael Thomas, 1231 LaForest Drive SE

Councilmember Joselyn **MOVED,** seconded by Councilmember Koellen to approve AB24-125, a resolution authorizing adoption of the Housing Element for the 2024 North Bend Comprehensive Plan. The motion **PASSED** 7-0.

AB24-126 – Public Hearing, Ordinance Adopting 2025-2026 Biennial Budget **Audio: 1:16:05**

Finance Director Chaw provided the staff report.

Mayor Miller opened the Public Hearing on an Ordinance Adopting the 2025-2026 Biennial Budget at 8:24 p.m.

The following individuals commented on the agenda item:

Jeri Taylor-Swade, 14220 436th Ave. SE

Michael Thomas, 1231 LaForest Drive SE

Mayor Miller announced the Public Hearing would remain open until the December 3, 2024 City Council meeting.

Councilmember Elwood **MOVED,** seconded by Councilmember Joselyn to approve AB24-126, to continue the Public Hearing and move forward for second reading at the December 3, 2024 City Council Meeting the ordinance adopting the 2025-2026 Biennial Budget. The motion **PASSED** 7-0.

AB24-127 – Public Hearing Cont., Ordinance 1821 Setting 2025 Property Tax Levy **Audio: 1:29:52**

Finance Director Chaw and Deputy Finance Director Morse provided the staff report.

Mayor Miller announced the Public Hearing on an Ordinance Setting the 2025 Property Tax Levy was opened at the November 5, 2024 City Council meeting and continued to tonight's meeting.

The following individual commented on the agenda item:

Rachel Johnston, 1310 LaForest Drive SE

Mayor Miller closed the Public Hearing at 8:36 p.m.

Councilmember Elwood **MOVED,** seconded by Councilmember Joselyn to approve AB24-127, an ordinance adopting the 2025 Regular Property Tax Levy, as set forth in Option Number 1 (1.0% Increase), and the Excess Levy, as a second and final reading.

Councilmember Gothelf **MOVED,** seconded by Councilmember Elwood to earmark the 1% increase for public safety costs. The motion **PASSED** 7-0.

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

AB24-128 – Ordinance 1822 Amending Taxes, Rates & Fees Schedule RE Solid Waste & Recycling Rates **Audio: 1:46:22**

Deputy Finance Director Morse provided the staff report.

The following individuals commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Alissa Campbell, Recology Government & Communications Relations Manager, 801 S. Fidalgo St., Seattle

Councilmember Elwood **MOVED,** seconded by Councilmember Koellen to approve AB24-128, an ordinance increasing the Solid Waste & Recycling Rates, effective January 1, 2025, and amending the Taxes, Rates & Fees Schedule, as a first and final reading. The motion **PASSED** 7-0.

AB24-129 – Motion Authorizing Contract with Avidex for AV Equipment **Audio: 1:55:24**

IT Manager Davenport provided the staff report.

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Councilmember Elwood **MOVED,** seconded by Councilmember Torguson to approve AB24-129, authorizing the Mayor to enter into a contract in the amount of $113,087.09 with Avidex to upgrade the existing audio-visual equipment in the Council Chambers, in a form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Mayor Miller presented outgoing City Administrator Miller with a plaque in recognition of his seven years of service with the City. Mayor Miller and Council thanked him for his exceptional service and dedication to the citizens of North Bend and wished him the best in his future endeavors.

Councilmember Koellen addressed the current windy weather and encouraged all to drive safely on the way home.

Councilmember Tremolada encouraged all to help any neighbor that may need a hand after the windstorm.

Councilmember Gothelf noted he appreciated all the hard work staff put into the element updates for the 2024 Comprehensive Plan and commented on the robust Council discussion on the elements presented recently.

City Administrator Miller thanked Council for tonight's action related to the 2024 Comprehensive Plan.

Mayor Miller spoke regarding the following items:

- Application Period Open for 2025 Citizen's Academy
- Cancellation of November 26th Workstudy

- City Offices Closed November 11th in observance of Veterans Day
- Cancellation of December 17th City Council Meeting & December 24th City Council Workstudy

ADJOURNMENT:

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

The meeting adjourned at 9:14 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk

DRAFT

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-130	
Resolution Accepting Bids and Awarding Construction Contract for the North Bend Way Sidewalk / Middle Fork Overlook Project to Reaper Construction Inc.	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
Cost Impact: $123,085	Finance – Martin Chaw	
Fund Source: Transportation Impact Fees	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		

Attachments: Resolution, Bid Tabulation

SUMMARY STATEMENT:

In the summer of 2024, SHD Landscape Architecture was contracted by the City of North Bend to design a sidewalk extension and park, located northwest of the Tanner Road / North Bend Way intersection. This project is adjacent to the 2024 Sidewalk Gaps Project that was constructed in August – November of 2024. The site overlooks the Snoqualmie River Middle Fork with views of Mt Si and Little Si. The overlook improvements are envisioned to become a nice rest stop for bicyclists and pedestrians while providing a riverfront experience.

Design of this project was completed in October 2024 and City staff subsequently advertised this project for construction bids. Construction consists of, but is not limited to, removal of invasive noxious vegetation, installation of concrete sidewalk & slab, ground surface restoration, installation of picnic tables & benches, excavating for a joint utility trench, constructing a berm to block road noise, and landscaping.

Bids to the City were due by 2:00 p.m., Wednesday November 20th and twenty-one (21) bids were received. Bid results are attached and ranged from $123,085.00 to $243,299.00. The engineer's estimate was $145,000. The low bid came from Reaper Construction Inc (Reaper) in the amount of $123,085.00 including all applicable taxes.

City staff have conducted the appropriate background checks on Reaper and recommend the award of this contract to Reaper.

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

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their November 26, 2024 meeting and recommended approval and placement on Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB24-130, a resolution accepting bids and awarding the construction contract for the North Bend Way Sidewalk / Middle Fork Overlook Project to Reaper Construction Inc.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 3, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE MIDDLE FORK OVERLOOK PROJECT

WHEREAS, City staff and the Transportation and Public Works Committee determined that the Middle Fork Overlook Project is a priority in 2024; and

WHEREAS, the City Council has allocated sidewalk funding for North Bend Way in the 2024 budget; and

WHEREAS, work shall include, but is not limited to concrete sidewalk & slab, surface restoration, installation of picnic tables & benches, joint utility trench, constructing a berm to block road noise, and landscaping; and

WHEREAS, the project is funded by Transportation Impact Fees; and

WHEREAS, bid documents were sent to the MSRC Small Works Rosters and the City accepted bids up until Wednesday November 20th, 2024 at 2:00 p.m.; and

WHEREAS, the City received bids from twenty-one (21) contractors with the lowest bid coming from Reaper Construction Inc in the amount of $123,085, including all applicable taxes;

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

Section 1. The construction bids for the Middle Fork Overlook Project are accepted.

Section 2. The construction contract for the Middle Fork Overlook Project is awarded to Reaper Construction Inc, in the amount of $123,085 including all applicable taxes, on a form to be approved by the City Attorney.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF DECEMBER, 2024.

CITY OF NORTH BEND:

_____
Mary Miller, Mayor

Effective:
Posted:

APPROVED AS TO FORM:

_____
Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

_____
Susie Oppedal, City Clerk

City of North Bend
Middle Fork Overlook Park Project
BID OPENING TIME: November 20th, 2024 2:00 PM
PROJECT ENGINEER: Mike Mayen, P.E

Prepared By: Mike Mayen

Checked By:

Middle Fork Overlook Park Project				Engineer's Estimate		Average of All Bids		1 Reaper Construction		2 RRJ Company, LLC		3 Estate Design and Construciton		4 Sabr Co LLC	
Item No.	SCHEDULE OF BID ITEMS	Quantity	Units	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount
1	Mobilization	1	LS	$16,244.00	$ 16,244.00	$ 15,620.00	$ 15,620.00	$ 15,000.00	$ 15,000.00	$ 5,376.18	$ 5,376.18	$ 10,000.00	$ 10,000.00	$ 7,637.76	$ 7,637.76
2	Construction Surveying	1	LS	$5,000.00	$ 5,000.00	$ 6,029.75	$ 6,029.75	$ 4,000.00	$ 4,000.00	$ 3,177.95	$ 3,177.95	$ 1,200.00	$ 1,200.00	$ 10,820.16	$ 10,820.16
3	Clearing and Grubbing	1	LS	$7,000.00	$ 7,000.00	$ 10,791.01	$ 10,791.01	$ 1,000.00	$ 1,000.00	$ 3,043.77	$ 3,043.77	$ 13,000.00	$ 13,000.00	$ 5,728.32	$ 5,728.32
4	Common Borrow Incl. Haul	25	CY	$40.00	$ 1,000.00	$ 83.82	$ 2,095.50	$ 65.00	$ 1,625.00	$ 52.34	$ 1,308.50	$ 68.00	$ 1,700.00	$ 120.93	$ 3,023.25
5	Excavation Incl. Haul	1	LS	$10,000.00	$ 10,000.00	$ 11,696.11	$ 11,696.11	$ 12,000.00	$ 12,000.00	$ 20,016.68	$ 20,016.68	$ 399.00	$ 399.00	$ 17,184.96	$ 17,184.96
6	Crushed Surfacing Top Course	45	Ton	$85.00	$ 3,825.00	$ 87.88	$ 3,954.79	$ 60.00	$ 2,700.00	$ 103.76	$ 4,669.20	$ 99.00	$ 4,455.00	$ 76.38	$ 3,437.10
7	Inlet Protection	4	EA	$50.00	$ 200.00	$ 131.97	$ 527.89	$ 50.00	$ 200.00	$ 67.31	$ 269.24	$ 389.00	$ 1,556.00	$ 152.76	$ 611.04
8	Concrete Curb and Gutter	26	LF	$50.00	$ 1,300.00	$ 133.16	$ 3,462.12	$ 75.00	$ 1,950.00	$ 72.97	$ 1,897.22	$ 99.00	$ 2,574.00	$ 101.84	$ 2,647.84
9	Cement Conc. Sidewalk	175	SY	$100.00	$ 17,500.00	$ 107.20	$ 18,760.83	$ 140.00	$ 24,500.00	$ 97.69	$ 17,095.75	$ 99.00	$ 17,325.00	$ 120.93	$ 21,162.75
10	Cement Conc. Slab	125	SY	$100.00	$ 12,500.00	$ 114.88	$ 14,359.76	$ 140.00	$ 17,500.00	$ 111.82	$ 13,977.50	$ 99.00	$ 12,375.00	$ 127.30	$ 15,912.50
11	Adjust Manhole	1	EA	$1,500.00	$ 1,500.00	$ 3,106.60	$ 3,106.60	$ 2,500.00	$ 2,500.00	$ 2,507.94	$ 2,507.94	$ 5,650.00	$ 5,650.00	$ 1,082.02	$ 1,082.02
12	Joint Utility Trench	1	LS	$10,000.00	$ 10,000.00	$ 5,856.23	$ 5,856.23	$ 7,500.00	$ 7,500.00	$ 1,982.63	$ 1,982.63	$ 5,984.00	$ 5,984.00	$ 9,547.20	$ 9,547.20
13	Barcoboard Walk-thru Wheelchair Accessible Table (Furnish and Install)	2	EA	$2,000.00	$ 4,000.00	$ 2,719.33	$ 5,438.66	$ 3,000.00	$ 6,000.00	$ 2,174.45	$ 4,348.90	$ 3,000.00	$ 6,000.00	$ 1,591.20	$ 3,182.40
14	Bench (Install Only. City to Furnish)	3	EA	$500.00	$ 1,500.00	$ 743.42	$ 2,230.25	$ 150.00	$ 450.00	$ 322.60	$ 967.80	$ 800.00	$ 2,400.00	$ 445.54	$ 1,336.62
15	Bike Rack (Furnish and Install)	1	EA	$1,000.00	$ 1,000.00	$ 2,195.62	$ 2,195.62	$ 1,100.00	$ 1,100.00	$ 1,508.99	$ 1,508.99	$ 3,480.00	$ 3,480.00	$ 1,082.02	$ 1,082.02
16	Trash Receptical (Furnish and Install)	1	EA	$1,700.00	$ 1,700.00	$ 2,665.57	$ 2,665.57	$ 1,500.00	$ 1,500.00	$ 3,319.65	$ 3,319.65	$ 2,000.00	$ 2,000.00	$ 1,909.44	$ 1,909.44
17	Cedar Nurse Logs. See Plans for Sizes (Furnish and Install)	214	LF	$25.00	$ 5,350.00	$ 52.68	$ 11,274.03	$ 15.00	$ 3,210.00	$ 40.70	$ 8,709.80	$ 75.00	$ 16,050.00	$ 25.46	$ 5,448.44
18	Rock Outcropping w/ Embedded River Cobbles (Furnish and Install)	19	EA	$350.00	$ 6,650.00	$ 415.84	$ 7,900.97	$ 400.00	$ 7,600.00	$ 325.17	$ 6,178.23	$ 70.00	$ 1,330.00	$ 381.89	$ 7,255.91
19	Topsoil (Type A with Hydroseed)	800	SY	$25.00	$ 20,000.00	$ 21.90	$ 17,520.76	$ 8.00	$ 6,400.00	$ 15.56	$ 12,448.00	$ 10.00	$ 8,000.00	$ 12.09	$ 9,672.00
20	Property Restoration	1	LS	$2,500.00	$ 2,500.00	$ 6,477.83	$ 6,477.83	$ 1,000.00	$ 1,000.00	$ 3,840.08	$ 3,840.08	$ 8,472.00	$ 8,472.00	$ 4,837.25	$ 4,837.25
21	Plant Selection: Western Red Cedar (8'-10' HT)	5	EA	$950.00	$ 4,750.00	$ 704.85	$ 3,524.27	$ 200.00	$ 1,000.00	$ 394.25	$ 1,971.25	$ 300.00	$ 1,500.00	$ 318.24	$ 1,591.20
22	Plant Selection: Vine Maple (6'-8' HT)	18	EA	$500.00	$ 9,000.00	$ 457.81	$ 8,240.58	$ 200.00	$ 3,600.00	$ 264.83	$ 4,766.94	$ 100.00	$ 1,800.00	$ 159.12	$ 2,864.16
23	Plant Selection: 5 Gallon Plantings	15	EA	$150.00	$ 2,250.00	$ 185.44	$ 2,781.55	$ 50.00	$ 750.00	$ 105.93	$ 1,588.95	$ 50.00	$ 750.00	$ 120.93	$ 1,813.95
				Bid Total	$ 144,769.00	Average Bid Total	$ 166,510.69	Bid Total	$ 123,085.00	Bid Total	$ 124,971.15	Bid Total	$ 128,000.00	Bid Total	$ 139,788.29

Calculation Error with Contract Amount which effects Total
Total Amount Calculation Error

5		6		7		8		9		10		11		12	
Always Active Services		Wescon Enterprises		Iron Creek Construction		MW Dirt Works		East Slope Earthworks		Judha of lion Landscping		Sascon, LLC		Moeco LLC	
Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount
$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 24,000.00	$ 24,000.00	$ 16,890.00	$ 16,890.00	$ 8,000.00	$ 8,000.00	$ 16,000.00	$ 16,000.00	$ 15,900.00	$ 15,900.00
$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 8,000.00	$ 8,000.00	$ 5,075.00	$ 5,075.00	$ 18,000.00	$ 18,000.00	$ 2,000.00	$ 2,000.00	$ 6,000.00	$ 6,000.00
$ 6,000.00	$ 6,000.00	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 4,900.00	$ 4,900.00	$ 10,920.00	$ 10,920.00	$ 15,000.00	$ 15,000.00	$ 12,000.00	$ 12,000.00	$ 19,515.00	$ 19,515.00
$ 50.00	$ 1,250.00	$ 30.00	$ 750.00	$ 75.00	$ 1,875.00	$ 38.00	$ 950.00	$ 129.00	$ 3,225.00	$ 130.00	$ 3,250.00	$ 50.00	$ 1,250.00	$ 101.50	$ 2,537.50
$ 14,000.00	$ 14,000.00	$ 11,000.00	$ 11,000.00	$ 10,000.00	$ 10,000.00	$ 10,160.00	$ 10,160.00	$ 12,746.00	$ 12,746.00	$ 12,000.00	$ 12,000.00	$ 25,000.00	$ 25,000.00	$ 5,150.00	$ 5,150.00
$ 75.00	$ 3,375.00	$ 50.00	$ 2,250.00	$ 100.00	$ 4,500.00	$ 43.00	$ 1,935.00	$ 108.00	$ 4,860.00	$ 95.00	$ 4,275.00	$ 45.00	$ 2,025.00	$ 151.00	$ 6,795.00
$ 50.00	$ 200.00	$ 125.00	$ 500.00	$ 50.00	$ 200.00	$ 79.99	$ 319.96	$ 165.00	$ 660.00	$ 70.00	$ 280.00	$ 45.00	$ 180.00	$ 95.00	$ 380.00
$ 125.00	$ 3,250.00	$ 200.00	$ 5,200.00	$ 75.00	$ 1,950.00	$ 215.39	$ 5,600.14	$ 444.50	$ 11,557.00	$ 55.00	$ 1,430.00	$ 97.00	$ 2,522.00	$ 67.50	$ 1,755.00
$ 125.00	$ 21,875.00	$ 125.00	$ 21,875.00	$ 120.00	$ 21,000.00	$ 141.42	$ 24,748.50	$ 27.00	$ 4,725.00	$ 95.00	$ 16,625.00	$ 95.00	$ 16,625.00	$ 109.25	$ 19,118.75
$ 130.00	$ 16,250.00	$ 125.00	$ 15,625.00	$ 160.00	$ 20,000.00	$ 144.00	$ 18,000.00	$ 63.75	$ 7,968.75	$ 85.00	$ 10,625.00	$ 120.00	$ 15,000.00	$ 115.60	$ 14,450.00
$ 2,000.00	$ 2,000.00	$ 4,500.00	$ 4,500.00	$ 500.00	$ 500.00	$ 2,880.00	$ 2,880.00	$ 3,930.00	$ 3,930.00	$ 95.00	$ 95.00	$ 2,000.00	$ 2,000.00	$ 2,350.00	$ 2,350.00
$ 6,000.00	$ 6,000.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 3,900.00	$ 3,900.00	$ 2,695.00	$ 2,695.00	$ 1,500.00	$ 1,500.00	$ 4,200.00	$ 4,200.00	$ 3,900.00	$ 3,900.00
$ 1,800.00	$ 3,600.00	$ 2,200.00	$ 4,400.00	$ 2,000.00	$ 4,000.00	$ 3,560.00	$ 7,120.00	$ 2,320.00	$ 4,640.00	$ 3,500.00	$ 7,000.00	$ 2,600.00	$ 5,200.00	$ 1,950.00	$ 3,900.00
$ 750.00	$ 2,250.00	$ 1,200.00	$ 3,600.00	$ 800.00	$ 2,400.00	$ 640.00	$ 1,920.00	$ 410.00	$ 1,230.00	$ 1,500.00	$ 4,500.00	$ 750.00	$ 2,250.00	$ 450.00	$ 1,350.00
$ 1,800.00	$ 1,800.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 2,400.00	$ 2,400.00	$ 1,418.00	$ 1,418.00	$ 4,500.00	$ 4,500.00	$ 1,200.00	$ 1,200.00	$ 2,225.00	$ 2,225.00
$ 1,700.00	$ 1,700.00	$ 1,500.00	$ 1,500.00	$ 1,800.00	$ 1,800.00	$ 1,960.00	$ 1,960.00	$ 3,076.00	$ 3,076.00	$ 5,500.00	$ 5,500.00	$ 1,600.00	$ 1,600.00	$ 2,690.00	$ 2,690.00
$ 25.00	$ 5,350.00	$ 10.00	$ 2,140.00	$ 40.00	$ 8,560.00	$ 24.95	$ 5,339.30	$ 44.00	$ 9,416.00	$ 55.00	$ 11,770.00	$ 25.00	$ 5,350.00	$ 60.00	$ 12,840.00
$ 400.00	$ 7,600.00	$ 150.00	$ 2,850.00	$ 400.00	$ 7,600.00	$ 245.52	$ 4,664.88	$ 461.00	$ 8,759.00	$ 350.00	$ 6,650.00	$ 550.00	$ 10,450.00	$ 300.00	$ 5,700.00
$ 6.00	$ 4,800.00	$ 32.00	$ 25,600.00	$ 9.15	$ 7,320.00	$ 13.20	$ 10,560.00	$ 21.95	$ 17,560.00	$ 17.00	$ 13,600.00	$ 14.00	$ 11,200.00	$ 34.15	$ 27,320.00
$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 1,000.00	$ 1,000.00	$ 5,760.00	$ 5,760.00	$ 4,558.00	$ 4,558.00	$ 1,500.00	$ 1,500.00	$ 5,500.00	$ 5,500.00	$ 2,350.00	$ 2,350.00
$ 700.00	$ 3,500.00	$ 350.00	$ 1,750.00	$ 2,000.00	$ 10,000.00	$ 300.00	$ 1,500.00	$ 930.00	$ 4,650.00	$ 40.00	$ 200.00	$ 800.00	$ 4,000.00	$ 240.00	$ 1,200.00
$ 400.00	$ 7,200.00	$ 250.00	$ 4,500.00	$ 1,000.00	$ 18,000.00	$ 175.00	$ 3,150.00	$ 574.00	$ 10,332.00	$ 350.00	$ 6,300.00	$ 500.00	$ 9,000.00	$ 240.00	$ 4,320.00
$ 100.00	$ 1,500.00	$ 150.00	$ 2,250.00	$ 500.00	$ 7,500.00	$ 100.00	$ 1,500.00	$ 162.00	$ 2,430.00	$ 100.00	$ 1,500.00	$ 500.00	$ 7,500.00	$ 200.00	$ 3,000.00
Bid Total	$ 132,500.00	Bid Total	$ 139,790.00	Bid Total	$ 148,205.00	Bid Total	$ 151,267.78	Bid Total	$ 153,320.75	Bid Total	$ 154,100.00	Bid Total	$ 162,052.00	Bid Total	$ 164,746.25

Calculation Error with Contract Amount which effects Total

Total Amount Calculation Error

13		14		15		16		17		18		19		20		21	
Langsholt Contracting		PHD Excavating		Active Construction		Calli Denney Construction		Gary Harper Construction		Malones Landscape Contracting Inc		Lees Demolition, LLC		Dallum Build		Northwest Cascade	
Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount
$ 9,654.00	$ 9,654.00	$ 15,772.04	$ 15,772.04	$ 18,500.00	$ 18,500.00	$ 20,000.00	$ 20,000.00	$ 37,000.00	$ 37,000.00	$ 10,789.99	$ 10,789.99	$ 20,000.00	$ 20,000.00	$ 18,000.00	$ 18,000.00	$ 32,000.00	$ 32,000.00
$ 6,550.00	$ 6,550.00	$ 9,382.60	$ 9,382.60	$ 6,600.00	$ 6,600.00	$ 5,500.00	$ 5,500.00	$ 3,800.00	$ 3,800.00	$ 6,019.05	$ 6,019.05	$ 6,500.00	$ 6,500.00	$ 3,000.00	$ 3,000.00	$ 7,000.00	$ 7,000.00
$ 8,215.00	$ 8,215.00	$ 4,691.83	$ 4,691.83	$ 26,343.00	$ 26,343.00	$ 5,500.00	$ 5,500.00	$ 17,000.00	$ 17,000.00	$ 9,654.26	$ 9,654.26	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 36,100.00	$ 36,100.00
$ 93.54	$ 2,338.50	$ 80.45	$ 2,011.25	$ 120.00	$ 3,000.00	$ 85.00	$ 2,125.00	$ 70.00	$ 1,750.00	$ 113.46	$ 2,836.50	$ 108.00	$ 2,700.00	$ 100.00	$ 2,500.00	$ 80.00	$ 2,000.00
$ 9,854.00	$ 9,854.00	$ 3,645.16	$ 3,645.16	$ 5,000.00	$ 5,000.00	$ 150.00	$ 150.00	$ 15,800.00	$ 15,800.00	$ 30,362.53	$ 30,362.53	$ 1,000.00	$ 1,000.00	$ 30,000.00	$ 30,000.00	$ 150.00	$ 150.00
$ 97.54	$ 4,389.30	$ 62.30	$ 2,803.50	$ 80.00	$ 3,600.00	$ 95.00	$ 4,275.00	$ 72.00	$ 3,240.00	$ 163.48	$ 7,356.60	$ 99.11	$ 4,459.95	$ 70.00	$ 3,150.00	$ 100.00	$ 4,500.00
$ 74.00	$ 296.00	$ 208.16	$ 832.64	$ 111.00	$ 444.00	$ 80.00	$ 320.00	$ 105.00	$ 420.00	$ 164.20	$ 656.80	$ 100.00	$ 400.00	$ 500.00	$ 2,000.00	$ 90.00	$ 360.00
$ 214.00	$ 5,564.00	$ 124.55	$ 3,238.30	$ 125.00	$ 3,250.00	$ 120.00	$ 3,120.00	$ 172.00	$ 4,472.00	$ 111.58	$ 2,901.08	$ 50.00	$ 1,300.00	$ 130.00	$ 3,380.00	$ 121.00	$ 3,146.00
$ 168.00	$ 29,400.00	$ 88.68	$ 15,519.00	$ 118.00	$ 20,650.00	$ 120.00	$ 21,000.00	$ 125.00	$ 21,875.00	$ 101.33	$ 17,732.75	$ 92.00	$ 16,100.00	$ 15.00	$ 2,625.00	$ 128.00	$ 22,400.00
$ 168.00	$ 21,000.00	$ 80.52	$ 10,065.00	$ 123.00	$ 15,375.00	$ 140.00	$ 17,500.00	$ 143.00	$ 17,875.00	$ 101.45	$ 12,681.25	$ 92.00	$ 11,500.00	$ 10.00	$ 1,250.00	$ 133.00	$ 16,625.00
$ 654.00	$ 654.00	$ 6,233.82	$ 6,233.82	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 1,800.00	$ 1,800.00	$ 15,055.80	$ 15,055.80	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00	$ 1,000.00	$ 1,000.00
$ 4,254.00	$ 4,254.00	$ 3,889.70	$ 3,889.70	$ 6,000.00	$ 6,000.00	$ 6,500.00	$ 6,500.00	$ 3,300.00	$ 3,300.00	$ 7,328.25	$ 7,328.25	$ 14,000.00	$ 14,000.00	$ 2,000.00	$ 2,000.00	$ 24,500.00	$ 24,500.00
$ 3,862.00	$ 7,724.00	$ 1,634.41	$ 3,268.82	$ 3,300.00	$ 6,600.00	$ 1,600.00	$ 3,200.00	$ 2,250.00	$ 4,500.00	$ 2,933.15	$ 5,866.30	$ 3,930.75	$ 7,861.50	$ 4,000.00	$ 8,000.00	$ 3,900.00	$ 7,800.00
$ 654.00	$ 1,962.00	$ 240.27	$ 720.81	$ 450.00	$ 1,350.00	$ 500.00	$ 1,500.00	$ 340.00	$ 1,020.00	$ 759.34	$ 2,278.02	$ 1,000.00	$ 3,000.00	$ 3,000.00	$ 9,000.00	$ 450.00	$ 1,350.00
$ 1,754.00	$ 1,754.00	$ 927.70	$ 927.70	$ 2,500.00	$ 2,500.00	$ 1,800.00	$ 1,800.00	$ 1,450.00	$ 1,450.00	$ 1,178.28	$ 1,178.28	$ 2,759.00	$ 2,759.00	$ 5,000.00	$ 5,000.00	$ 4,525.00	$ 4,525.00
$ 2,974.00	$ 2,974.00	$ 3,030.36	$ 3,030.36	$ 4,000.00	$ 4,000.00	$ 3,800.00	$ 3,800.00	$ 2,300.00	$ 2,300.00	$ 2,056.00	$ 2,056.00	$ 2,261.50	$ 2,261.50	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00
$ 52.00	$ 11,128.00	$ 50.73	$ 10,856.22	$ 90.00	$ 19,260.00	$ 75.00	$ 16,050.00	$ 61.00	$ 13,054.00	$ 57.49	$ 12,302.86	$ 160.00	$ 34,240.00	$ 70.00	$ 14,980.00	$ 50.00	$ 10,700.00
$ 254.00	$ 4,826.00	$ 388.55	$ 7,382.45	$ 500.00	$ 9,500.00	$ 600.00	$ 11,400.00	$ 376.00	$ 7,144.00	$ 390.52	$ 7,419.88	$ 918.00	$ 17,442.00	$ 900.00	$ 17,100.00	$ 372.00	$ 7,068.00
$ 21.84	$ 17,472.00	$ 63.37	$ 50,696.00	$ 16.00	$ 12,800.00	$ 30.00	$ 24,000.00	$ 20.50	$ 16,400.00	$ 31.11	$ 24,888.00	$ 28.00	$ 22,400.00	$ 40.00	$ 32,000.00	$ 16.00	$ 12,800.00
$ 6,450.00	$ 6,450.00	$ 4,691.82	$ 4,691.82	$ 7,500.00	$ 7,500.00	$ 9,000.00	$ 9,000.00	$ 3,800.00	$ 3,800.00	$ 2,425.29	$ 2,425.29	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 31,850.00	$ 31,850.00
$ 684.00	$ 3,420.00	$ 755.03	$ 3,775.15	$ 560.00	$ 2,800.00	$ 1,600.00	$ 8,000.00	$ 600.00	$ 3,000.00	$ 738.83	$ 3,694.15	$ 1,691.60	$ 8,458.00	$ 1,000.00	$ 5,000.00	$ 600.00	$ 3,000.00
$ 528.00	$ 9,504.00	$ 424.67	$ 7,644.06	$ 505.00	$ 9,090.00	$ 900.00	$ 16,200.00	$ 324.00	$ 5,832.00	$ 439.49	$ 7,910.82	$ 729.90	$ 13,138.20	$ 1,000.00	$ 18,000.00	$ 550.00	$ 9,900.00
$ 164.00	$ 2,460.00	$ 160.73	$ 2,410.95	$ 35.00	$ 525.00	$ 250.00	$ 3,750.00	$ 66.00	$ 990.00	$ 139.58	$ 2,093.70	$ 605.00	$ 9,075.00	$ 300.00	$ 4,500.00	$ 35.00	$ 525.00
Bid Total	$ 171,842.80	Bid Total	$ 173,489.18	Bid Total	$ 187,187.00	Bid Total	$ 186,190.00	Bid Total	$ 187,822.00	Bid Total	$ 195,488.16	Bid Total	$ 202,020.15	Bid Total	$ 218,485.00	Bid Total	$ 243,299.00

Calculation Error with Contract Amount which effects Total

Total Amount Calculation Error

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-131	
Resolution Authorizing a Developer Extension Agreement with Triple 60 Partners LLC for the Gravity Marine Commercial Development	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos	X
Timeline: Immediate		

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

SUMMARY STATEMENT:

Triple 60 Partners LLC ("Developer") has submitted an application for a commercial development project named "Gravity Marine" ("Project"). The site is located on SE North Bend Way (the property is not addressed at this time) and is comprised of two tax parcels (numbered 132308-9094 and 132308-9147) as shown on the attached vicinity map, Exhibit B. Before a certificate of occupancy can be issued, certain infrastructure improvements will need to be constructed, including extensions of the City's sewer system. Pursuant to Section 19.01.200 of the North Bend Municipal Code, the Developer must enter into a Developer Extension Agreement ("DEA") with the City to design and construct these improvements, post necessary bonds, and pay for all City expenses related to the review, inspection, and administration of the DEA.

Public infrastructure improvements for this Project include:

- Construction of approximately 367+/- linear feet of 8-inch sewer mains, and other applicable sewer system facilities and appurtenances ("Infrastructure Improvements").

A DEA has been prepared and reviewed by the City Attorney and reviewed by Developer.

Once the infrastructure improvements are constructed, a Bill of Sale will be executed by the Developer providing the City with ownership of and maintenance responsibilities for those improvements.

APPLICABLE BRAND GUIDELINES: City Design Standards

COMMITTEE REVIEW AND RECOMMENDATION: The DEA was brought up during the Transportation and Public Works Committee meeting on November 26, 2024, and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB24-131, a resolution authorizing a Developer Extension Agreement with Triple 60 Partners LLC, for the Gravity Marine Commercial Development.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 3, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER A DEVELOPER EXTENSION AGREEMENT AND RELATED CONTRACT DOCUMENTS WITH TRIPLE 60 PARTNERS LLC FOR THE GRAVITY MARINE COMMERCIAL DEVELOPMENT

WHEREAS, Triple 60 Partners LLC ("Developer") submitted an application to the City of North Bend ("City") for a commercial development known as "Gravity Marine" located on SE North Bend Way, North Bend, Washington (the property is not addressed at the time of this Resolution); and

WHEREAS, construction of certain public infrastructure improvements are required prior to issuance of a certificate of occupancy, including extensions of the City's sewer system; and

WHEREAS, pursuant to North Bend Municipal Code 19.01.200, the Developer must enter into a Developer Extension Agreement ("DEA") with the City to design and construct these improvements, post the necessary bonds, and pay for all City expenses related to the review, inspection, and administration of the DEA; and

WHEREAS, following construction of the sewer system extension improvements, a Bill of Sale shall be executed by Triple 60 Partners LLC to transfer ownership of and maintenance responsibilities for the improvements;

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

Section 1. The Mayor is authorized to execute and administer the Developer Extension Agreement and related contract documents, generally in the form as attached hereto as Exhibit A, with Triple 60 Partners LLC related to the construction of sewer system extension improvements for the Gravity Marine commercial development.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF DECEMBER, 2024.

CITY OF NORTH BEND:

_____
Mary Miller, Mayor

Effective:
Posted:

APPROVED AS TO FORM:

_____
Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

_____
Susie Oppedal, City Clerk

DEVELOPER EXTENSION AGREEMENT CONTRACT DOCUMENTS

Gravity Marine
Triple 60 Partners, LLC
Sewer

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

MAYOR: Mary Miller

City Council

Brenden Elwood
Alan Gothelf
Christina Rustik
Mark Joselyn
Heather Koellen
Suzan Torguson
Errol Tremolada

City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045
(425) 888-1211 FAX (425) 831-6200

City Staff

City Administrator: David Miller, AICP
City Attorney: Kendra Rosenberg
Public Works Director: Mark Rigos, P.E.

DEVELOPER EXTENSION AGREEMENT
CONTRACT DOCUMENTS

Sewer

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Bill of Sale 31

General Conditions for Developer Extensions 35

Certificate of Insurance 47

CHECKLIST
for Constructing Extensions
to the Sewer

PROJECT TITLE: Gravity Marine
DATE: November 7, 2024
DEVELOPER NAME: Triple 60 Partners, LLC
MAILING ADDRESS: 32617 SE 44th Street Fall City, WA 98024
PHONE: 425-281-1471
CONTACT: Shawn Hinz

Owner:

Name: Shawn Hinz
Address: 32617 SE 44th Street, Fall City WA 98024
Phone: 425-281-1471

Developer:

Name: Shawn Hinz
Address: 32617 SE 44th Street, Fall City WA 98024
Phone: 425-281-1471

Developer's Agent:

Name: Jacob Miller/Barghausen Consulting Engineers, LLC
Address: 18215 SW 72nd Avenue
Phone: Kent, WA 98032

Dates Accomplished:

Water: N/A_____
Sewer: _____
Stormwater: N/A_____
Streets: N/A_____

A. Approval of Agreement

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

B. Required Before Plans are Prepared or Approved

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

C. Required Before Construction by Developer

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

D. Required Before Construction Begins

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

E. Required Before any Service is Connected

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

F. To Be Done Prior to Warranty Expiration

1. At 23 months after Acceptance, re-inspect all facilities and notify Developer of Deficiencies, if any (City)
2. Follow-up to Correct Deficiencies, if any (City)
3. Expiration of two-year warranty

AGREEMENT TO CONSTRUCT EXTENSION TO SEWER SYSTEMS

Triple 60 Partners, LLC a limited liability corporation (the "Developer"), hereby enters into this Agreement to Construct Extension to Sewer Systems (the "Agreement") with the City of North Bend, a municipal corporation of the state of Washington ("City"), for permission to construct and install certain sewer mains, and appurtenances or other sewer system improvements in the public right-of-way and/or on private property in connection with the Gravity Marine (the "Extensions"), and to connect the same to the City's sewer systems.

1. GENERAL

A. Upon approval of the City Council and execution of this Agreement, Developer is hereby authorized to construct extensions to the City's sewer systems subject to this Agreement and including the following, each of which is incorporated herein by this reference and all of which are collectively referred to as the "Contract Documents" and included herewith:
   1. the terms and conditions of this Agreement, and all exhibits and addenda hereto;
   2. Performance Bond;
   3. Maintenance Bond;
   4. Utilities Easement(s), if any;
   5. Bill of Sale;
   6. Standards for Preparation of Extension Plans and Specifications; and
   7. the General Conditions for Developer Extensions;

B. Developer shall pay all costs of designing, engineering and constructing the Extensions. All construction shall be done to City standards and according to plans approved by the City.

C. Upon final acceptance by the City of the Extensions as set forth herein, the City will provide sewer service, water service, and/or stormwater service through the Extensions to residential customers on Developer's Property (defined below) in accordance with applicable laws, rules, regulations, and resolutions and policies of the City.

D. The term of this Agreement shall commence on the date of the last signature hereto, and shall expire on the date of final acceptance of the Extensions by the City.

2. LOCATION OF EXTENSIONS

The Extensions will be installed to serve the property owned by Developer ("Developer's Property"), which is legally described on the attached Exhibit A, which is incorporated herein by reference.

The Extensions will be installed on and in the existing public right of way, on and in the Developer's Property, on and in property subject to easements benefitting Developer's Property, and/or on and in in the property of other persons contributing to the costs of the Extensions (said other persons hereby join in this Agreement and are referred to as "Additional Owners") and in such other properties described in this Agreement. The property of Additional Owners is described as follows ("Additional Owners' Property"): No additional owners.

3. DESCRIPTION OF EXTENSION

The preliminary plat or site plan is attached hereto as Exhibit B, which is incorporated herein by this reference. Exhibit B depicts the locations of the following proposed extensions:

A. Water Extension: N/A

B. Sewer Extension: Approximately 367±/- linear feet of 8-inch sewer mains and other applicable sewer system facilities and appurtenances located within the Property and within the existing public right-of-way.

C. Stormwater Extension: N/A

D. Street Extension: N/A

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

4. EXTENSION FEES, DEPOSITS, AND CHARGES

Extension fees, costs and charges shall be paid by Developer for the services and costs listed below:

A. City Administrative Services

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

B. City Basic Engineering Review

1. Review and approval of construction plans and specifications prepared by Developer's engineer.
2. Review of the construction cost estimate and bill of sale forms.
3. Review of this Agreement for purposes of state and county permits, where applicable.
4. Consultation with Developer during the period of the Agreement regarding design of the Extensions, the City's specifications, and other City requirements.
5. Review for environmental compliance.

C. City Construction Engineering Services

1. Schedule and conduct pre-construction conference.
2. Review of construction stakes provided by Developer's engineer and surveyor.
3. Daily inspection of the construction in progress as required to ensure that the construction of the Extensions are in accordance with the approved construction plans and specifications.
4. Inspection of the tests required by the specifications and inspection of any re-testing which may be necessary.
5. Final inspection of the completed Extension and preparation of the inspection report setting forth any deficiencies that may exist.
6. Re-inspection of deficient work.
7. Final review of the completed Extensions and examination of the required documents to ensure that the City has legal title to the necessary easements and/or rights-of-way, review and approval of Developer's warranty and bill of

sale, and preparation of a final recommendation of acceptance of the completed Extensions.

8. Revision of plans to conform to construction records.

D. Reimbursement for City's Legal Services

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

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

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

F. Other Costs

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

G. Connection Charges and Reimbursement Amount

1. *Connection Charges*

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

2. *Reimbursement Amount*

Where Developer's Property is served in whole or in part by an existing extension constructed by others and transferred to the City, and a reimbursement agreement was in effect at the time Developer submitted its development application, Developer shall pay a reimbursement to the City representing the fair and equitable share of the existing extension to which all or a portion of Developer's Property may be connected.

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

3. *Service Charges*

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

5. CALCULATION OF COSTS, FEES, AND CHARGES

Fees and charges for all administrative and other services and reimbursements described in Sections 4(A) through 4(E) will be invoiced by the City on an actual time and expense basis. The term "time and expense basis" shall mean the City's actual cost for services rendered by the City staff or its contractors or consultants. Payment for the fees, charges, and costs described in Sections 4(F) and 4(G) shall be based on actual incurred costs or in such amount as is established by City ordinance for such fee, cost, or charge.

6. PAYMENT OF FEES AND CHARGES

A. Developer Deposit

The City will provide Developer with an itemized monthly invoice for Processing Costs, including staff time and invoices from contracted consultants, if any, commencing on the fifth day of the month following the first month during which the City incurs Processing Costs. Developer shall pay the City's invoice on or before the 20th day (or fifteen days after mailing of the invoice by the City, whichever is later), subject to the provisions of the Memorandum of Understanding paragraph 2.6, together with any additional amounts required to maintain the required credit balance as required by Memorandum of

Understanding paragraph 2.3. If any sum required to be paid hereunder is not timely remitted, the City may suspend processing until payment is made, and/or may terminate the Memorandum of Understanding and require the deposit of the full estimated amount of Processing Costs.

B. Connection Charge and Reimbursement Estimate

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

7. ENGINEERING PLAN APPROVAL

Plans shall be prepared consistent with the requirements of the North Bend Municipal Code. Once plans have been reviewed and determined to meet code requirements, City shall inform the Developer as to the number of plan sets and additional submittal items required for engineering plan approval.

8. INSURANCE AND INDEMNIFICATION

A. Indemnification

The Developer shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including but not limited to: attorneys' fees and expert witness fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Developer and the City, its officers, officials, employees, and volunteers, the Developer's liability hereunder shall be only to the extent of the Developer's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Developer'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.

B. Insurance Requirements Developer shall procure and maintain insurance covering commercial general liability and injury and property damage to the City and to third parties in connection with the performance of this Agreement hereunder by the Developer, its agents, representatives, employees, or subcontractors, in which the City

and the City's Engineer shall be named additional insureds. Such insurance shall be maintained without interruption from commencement of construction of the Extensions through thirty (30) days after the completion of the Extensions. Developer's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit Developer's liability to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Before beginning construction of the Extensions, Developer shall furnish the City with original certificates of insurance and a copy of the amendatory endorsements, including but not limited to the additional insured endorsements, evidencing these insurance requirements have been satisfied. A copy of the certificates of insurance shall be included with the final Contract Documents. This insurance shall be deemed primary coverage as to the City, with any insurance carried by the City classified as additional coverage and shall not contribute with the Developer's insurance. The insurance policies shall contain a "cross liability" provision.

1. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and shall be issued by an insurance company authorized to do business within the State of Washington. The City does not waive its right to subrogation against the Developer, and the policy shall be so endorsed. The Developer shall instruct the insurers to give the City 30-days advance notice of any insurance cancellation.

2. If any insurance policy is written on a "Claims Made" form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

3. The Developer, its subcontractors, sub-subcontractors, agents, and employees, waive all rights of subrogation against the City, for damages caused by fire or other perils to the extend covered by the General Liability and Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of the Agreement or other property insurance applicable to the Work. The policies shall provide such waivers by endorsement.

4. Developer shall ensure that each subcontractor, sub-subcontractor, agents, and employees of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Developer. Upon request by the City, the Developer shall provide evidence of such insurance.

5. Developer shall obtain insurance of the types described below:

   i. Automobile Liability insurance 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. If necessary, the policy shall be endorsed to provide contractual liability coverage. The Automobile Liability insurance shall have a minimum Combined Single Limit for bodily injury and property damage of at least $1,000,000 per accident.

   ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Per Project Aggregate Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an additional insured under the Developer's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Developer may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall <u>not</u> satisfy this requirement. The Developer's Commercial General Liability policy shall include Waiver of Transfer of Rights of Recovery Against Others to Us endorsement (CG 24 04 05 09) or equivalent coverage. Commercial General Liability insurance shall be written with limits no less than $3,000,000 each occurrence, $3,000,000 per project aggregate, and a $3,000,000 products-completed operations aggregate limit.

   iii. <u>Employers Liability</u> coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Contractor's General Liability Coverage or as a stand-alone policy. Workers Compensation and Employers' Liability coverage shall be in the amount of at least $1,000,000 Employers' Liability each accident, $1,000,000 Employers' Liability Disease-each employee, $1,000,000 Employers' Liability Disease-policy limit.

   iv. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial

insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.

v. Builders Risk: The Developer shall provide insurance covering interests of the City, the Developer, and sub-contractor(s) in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of at least $5,000 for each occurrence, which will be the responsibility of the Developer. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Developer and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Developer. The Builders Risk insurance shall be maintained until final acceptance of the work by the City. All sub-contractors shall be covered under the general Developer's builder's risk policy or shall provide proof or their own Builders Risk Policy. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions. All subcontractors shall be covered under the general Developer's Builder's Risk policy or shall provide proof of their own Builders Risk Policy.

6. The Developer shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Developer's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Developer, or the Developer's agents, suppliers or Contractors as well as to any temporary structures, scaffolding and protective fences.

9. SURETY

Prior to beginning construction of the Extensions, Developer shall furnish to the City a Performance Bond between Developer and the City, in the form approved by the City, in an amount equal to the estimated cost of the Extensions in existing public rights-of-way and any temporary erosion and sediment control.

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

Developer may provide the City with a cash deposit in lieu of the performance bond required herein. No construction shall be commenced until the cash deposit is accepted by the City. This cash deposit shall be conditioned and held subject to the same terms as the Performance Bond, and will be refunded to Developer upon satisfactory completion of the Extensions and connection of the Extensions to the existing system; provided, that

in the event pre-existing City facilities have not been repaired or restored as required by this Agreement, the City may, in addition to any other rights it may have, retain the total amount of the cash deposit as liquidated damages or such portion of said deposit as may be necessary to defray such costs.

10. EASEMENTS

Any necessary easements shall be obtained by Developer at its sole cost and expense in the form approved by the City Attorney. The easement(s) shall name the City as grantee, and a copy of each easement shall be delivered to the City before Developer begins construction on the Extensions. Prior to construction of the Extensions, a title insurance policy insuring the City's clear title to the easement(s), in a sum not less than $5,000 per 500 feet of easement, shall be provided to the City by Developer.

11. PERMITS

All the necessary permits from any governmental agency shall be obtained by Developer directly and the City shall be provided with a copy of all permits obtained by Developer before construction commences. The City shall not be required to appeal the denial of any such permit, and the risk of obtaining and complying with all permits and approvals rests solely with Developer.

12. CONNECTION TO THE CITY'S SYSTEM

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

13. CONDITION PRECEDENT

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

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

14. FINAL ACCEPTANCE

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

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

Prior to such acceptance, Developer shall execute and deliver to the City a bill of sale and a maintenance bond as follows:

A. The bill of sale for the Extensions (or portion thereof) shall be provided in the form approved by the City and containing the warranty set forth in Paragraph 23 of the General Conditions for Developer Extensions, entitled "Warranties of Developer." For plans prepared by Developer's engineer, Developer shall also provide the City with as-built record drawings on mylar and on computer disk in AutoCAD format, certified by a licensed professional land surveyor.

B. The maintenance bond shall be provided in the form approved by the City, and shall assure and guarantee Developer's obligations to correct defects in design, labor, and/or materials as provided in this Agreement, and to defend, indemnify and hold harmless the City as provided in this Agreement. The maintenance bond shall continue in force from the date of acceptance and transfer of ownership for a period of two (2) years. The maintenance bond shall be in an amount equal to ten percent (10%) of the cost of said Extensions, or Five Thousand And No/100 Dollars ($5,000.00), whichever is greater.

15. LIMITATION ON ACCEPTANCE

A. <u>Completion</u>

The Extensions shall be complete and accepted within five (5) years of the date of execution of this Agreement by the City.

B. <u>Failure to Commence Construction</u>

In the event Developer, after the receipt of approved construction plans from the City, has not commenced construction within five (5) years of executing this Agreement, and if the City determines, in its absolute discretion, that it is necessary that the Extensions be completed in order that the City can provide water, sewer, and/or stormwater service and/or street extensions to Developer's Property, then the City may give Developer notice (by certified mail to the addresses shown herein) that construction of the water, sewer, stormwater, and street improvements must be commenced within sixty (60) calendar days of

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

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

C. Failure to Complete Construction

If the Extensions are not completed and accepted within five (5) years from the date this Agreement is executed by the City, Developer's rights under this Agreement shall cease unless the City consents to the renewal of the Agreement or the City and Developer enter a new agreement. In either event, Developer may be required to pay additional administrative fees and additional legal, engineering, and inspection costs as determined by the City.

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

16. WARRANTY OF AUTHORITY

The undersigned Developer warrants that it constitutes the exclusive owner of all of Developer's Property, and agrees to provide, upon request of the City, title insurance at Developer's sole cost and expense, establishing to the satisfaction of the City that the parties executing this Agreement constitute the owners of all the real property described herein and have the authority to execute this Agreement with respect to said real property.

17. ENFORCEMENT; ATTORNEYS' FEES

The parties agree to resolve disputes under this Agreement by binding arbitration as provided in Section 28 of the General Conditions, and further acknowledge and agree that by submitting to the alternative dispute resolution process, they intend to surrender their right to have any dispute decided in a court of law by judge or jury. In the event that this Agreement is referred or placed into the hands of attorneys for enforcement of any portion, or if binding arbitration is instituted with respect to a dispute under this

Agreement, then the prevailing party shall be paid its reasonable attorneys' fees and expert witness fees, costs, and all other reasonable expenses in connection therewith.

18. SUCCESSORS AND ASSIGNS

All of the provisions contained in this Agreement shall be binding upon the heirs, successors, executors, administrators, receivers, trustees, legal representatives, transferees, and assigns of the Developer; and all privileges as well as any obligations and liabilities of the Developer shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Developer is named herein.

19. INDEPENDENT STATUS OF DEVELOPER:

The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

SIGNED this ___ day of_____, 2024.

Developer:_____

By: _____

CITY OF NORTH BEND, King County, Washington

By:_____
Mary Miller, Mayor

EXHIBIT A

Legal Description

LEGAL DESCRIPTION:

BLA PARCEL A:

BEING THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF LOT B AS SHOWN ON KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L07L0083;
THENCE N63°38'40"W ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT A DISTANCE OF 336.47 FEET TO THE POINT OF BEGINNING;
THENCE S26°21'20"W, 160.17 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT B;
THENCE N63°38'40"W ALONG SAID SOUTHWESTERLY BOUNDARY OF LOT B AND ALONG THE NORTHEASTERLY BOUNDARY OF LOT A OF SAID BOUNDARY LINE ADJUSTMENT A DISTANCE OF 164.82 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13;
THENCE N01°06'38"E ALONG SAID WEST LINE A DISTANCE OF 177.08 FEET TO THE NORTHWESTERLY PROLONGATION OF SAID NORTHEASTERLY BOUNDARY OF LOT B;
THENCE S63°38'40"E ALONG SAID PROLONGATION A DISTANCE OF 240.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 32,448 SQUARE FEET (0.745 ACRES), MORE OR LESS.

BLA PARCEL B:

BEING THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF LOT B AS SHOWN ON KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L07L0083;
THENCE ALONG THE BOUNDARY OF SAID LOT B THE FOLLOWING FOUR COURSES:

1. S26°21'20"W, 298.14 FEET;
2. N63°38'40"W, 72.20 FEET;
3. N26°21'20"E, 137.97 FEET;
4. N63°38'40"W, 264.27 FEET;

THENCE N26°21'20"E, 160.17 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID LOT B;
THENCE S63°38'40"E ALONG SAID NORTH BOUNDARY A DISTANCE OF 336.47 FEET TO THE POINT OF BEGINNING.

CONTAINS 63,852 SQUARE FEET (1.466 ACRES), MORE OR LESS.

EXHIBIT B

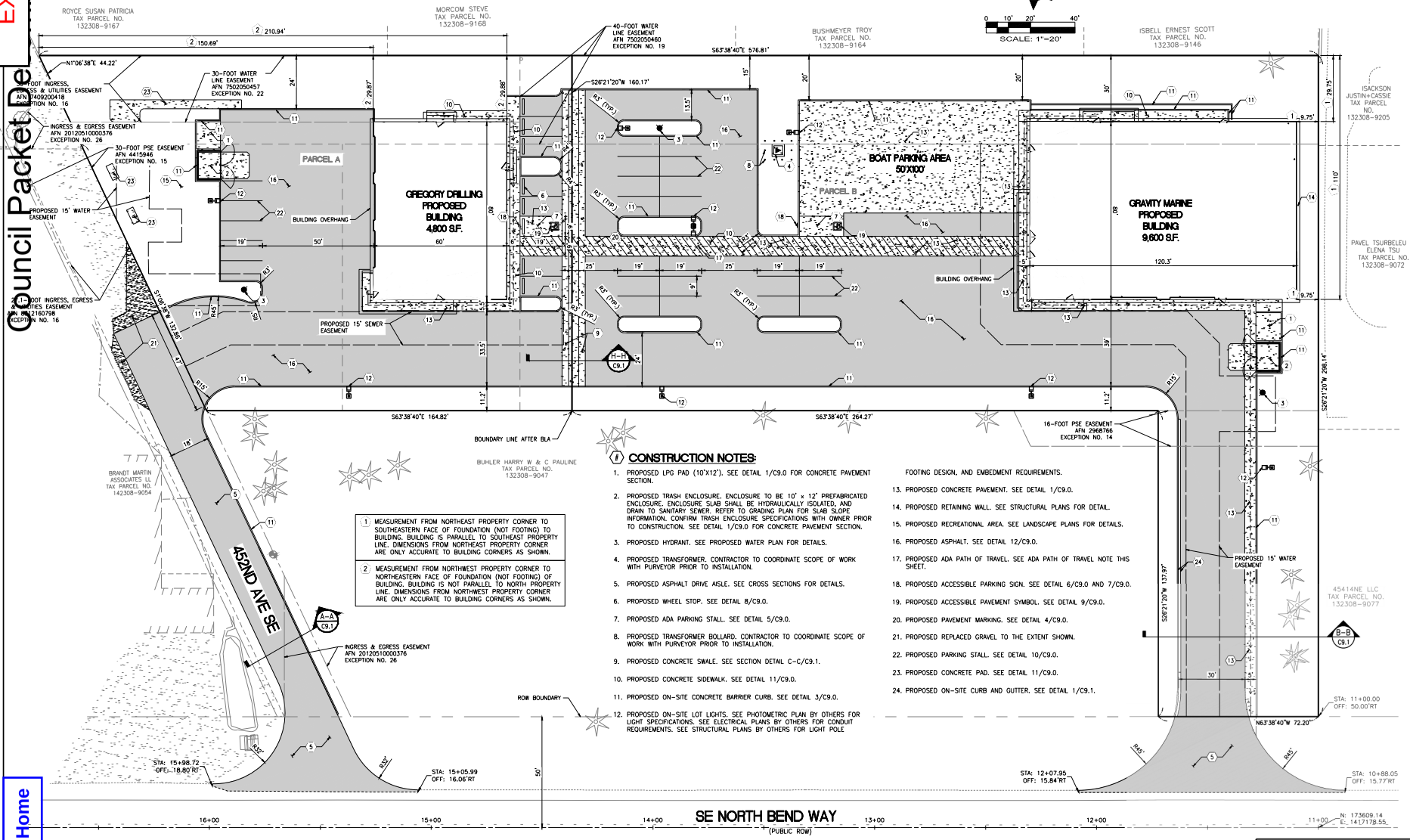
Preliminary Plat / Site Plan

SITE PLAN
FOR
TRIPLE 60 PARTNERS, LLC
SW $\frac{1}{4}$ OF SEC. 13, TWN. 23 N, RGE. 8 E, W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

UTILITY CONFLICT NOTE:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, AND DEPTH OF ALL EXISTING UTILITIES WHETHER SHOWN ON THESE PLANS OR NOT BY POTHOLING THE UTILITIES AND SURVEYING THE HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE CALLING UTILITY LOCATE AT 811 AND THEN POTHOLING ALL OF THE EXISTING UTILITIES AT LOCATIONS OF NEW UTILITY CROSSINGS TO PHYSICALLY VERIFY WHETHER OR NOT CONFLICTS EXIST. LOCATIONS OF SAID UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON UNVERIFIED PUBLIC INFORMATION AND ARE SUBJECT TO VARIATION. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL NOTIFY BARGHAUSEN CONSULTING ENGINEERS, INC. TO RESOLVE PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.

811 Know what's below. Call before you dig. Dial 811

ACCESSIBLE PATH OF TRAVEL NOTE:
WALKWAYS ALONG ACCESSIBLE ROUTES OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, BE A MINIMUM OF 48" IN WIDTH, HAVE A MAXIMUM 2.0% CROSS SLOPE, AND SHALL HAVE RAMPS COMPLYING WITH ACCESSIBILITY STANDARDS (SECTION 405) WHERE NECESSARY TO CHANGE ELEVATION AT A LONGITUDINAL SLOPE EXCEEDING 5% (1:20).



CONSTRUCTION NOTES:

1. PROPOSED LPG PAD (10'X12'). SEE DETAIL 1/C9.0 FOR CONCRETE PAVEMENT SECTION.
2. PROPOSED TRASH ENCLOSURE. ENCLOSURE TO BE 10' x 12' PREFABRICATED ENCLOSURE. ENCLOSURE SLAB SHALL BE HYDRAULICALLY ISOLATED, AND DRAIN TO SANITARY SEWER. REFER TO GRADING PLAN FOR SLAB SLOPE INFORMATION. CONFIRM TRASH ENCLOSURE SPECIFICATIONS WITH OWNER PRIOR TO CONSTRUCTION. SEE DETAIL 1/C9.0 FOR CONCRETE PAVEMENT SECTION.
3. PROPOSED HYDRANT. SEE PROPOSED WATER PLAN FOR DETAILS.
4. PROPOSED TRANSFORMER. CONTRACTOR TO COORDINATE SCOPE OF WORK WITH PURVEYOR PRIOR TO INSTALLATION.
5. PROPOSED ASPHALT DRIVE AISLE. SEE CROSS SECTIONS FOR DETAILS.
6. PROPOSED WHEEL STOP. SEE DETAIL 8/C9.0.
7. PROPOSED ADA PARKING STALL. SEE DETAIL 5/C9.0.
8. PROPOSED TRANSFORMER BOLLARD. CONTRACTOR TO COORDINATE SCOPE OF WORK WITH PURVEYOR PRIOR TO INSTALLATION.
9. PROPOSED CONCRETE SWALE. SEE SECTION DETAIL C-C/C9.1.
10. PROPOSED CONCRETE SIDEWALK. SEE DETAIL 11/C9.0.
11. PROPOSED ON-SITE CONCRETE BARRIER CURB. SEE DETAIL 3/C9.0.
12. PROPOSED ON-SITE LOT LIGHTS. SEE PHOTOMETRIC PLAN BY OTHERS FOR LIGHT SPECIFICATIONS. SEE ELECTRICAL PLANS BY OTHERS FOR CONDUIT REQUIREMENTS. SEE STRUCTURAL PLANS BY OTHERS FOR LIGHT POLE FOOTING DESIGN, AND EMBEDMENT REQUIREMENTS.
13. PROPOSED CONCRETE PAVEMENT. SEE DETAIL 1/C9.0.
14. PROPOSED RETAINING WALL. SEE STRUCTURAL PLANS FOR DETAIL.
15. PROPOSED RECREATIONAL AREA. SEE LANDSCAPE PLANS FOR DETAILS.
16. PROPOSED ASPHALT. SEE DETAIL 12/C9.0.
17. PROPOSED ADA PATH OF TRAVEL. SEE ADA PATH OF TRAVEL NOTE THIS SHEET.
18. PROPOSED ACCESSIBLE PARKING SIGN. SEE DETAIL 6/C9.0 AND 7/C9.0.
19. PROPOSED ACCESSIBLE PAVEMENT SYMBOL. SEE DETAIL 9/C9.0.
20. PROPOSED PAVEMENT MARKING. SEE DETAIL 4/C9.0.
21. PROPOSED REPLACED GRAVEL TO THE EXTENT SHOWN.
22. PROPOSED PARKING STALL. SEE DETAIL 10/C9.0.
23. PROPOSED CONCRETE PAD. SEE DETAIL 11/C9.0.
24. PROPOSED ON-SITE CURB AND GUTTER. SEE DETAIL 1/C9.1.

1. MEASUREMENT FROM NORTHEAST PROPERTY CORNER TO SOUTHEASTERN FACE OF FOUNDATION (NOT FOOTING) TO BUILDING. BUILDING IS PARALLEL TO SOUTHEAST PROPERTY LINE. DIMENSIONS FROM NORTHEAST PROPERTY CORNER ARE ONLY ACCURATE TO BUILDING CORNERS AS SHOWN.
2. MEASUREMENT FROM NORTHWEST PROPERTY CORNER TO NORTHEASTERN FACE OF FOUNDATION (NOT FOOTING) OF BUILDING. BUILDING IS NOT PARALLEL TO NORTH PROPERTY LINE. DIMENSIONS FROM NORTHWEST PROPERTY CORNER ARE ONLY ACCURATE TO BUILDING CORNERS AS SHOWN.

NOTIFICATION REQUIREMENT NOTE:
PROPOSED DEVELOPMENT INCLUDES WORK ON PROPERTY LINE WITH ADJACENT PARCELS. CONTRACTOR TO CONFIRM WITH TRIPLE 60 PARTNERS, LLC FOR ANY RESTRICTIONS, TEMPORARY EASEMENTS OR AGREEMENTS FOR CONSTRUCTION, PROPER NOTIFICATION TIMING, AND PHASING CONSIDERATIONS TO LIMIT DISTURBANCE TO ADJACENT PROPERTY OWNERS.

CITY OF NORTH BEND PERMIT#
THESE PLANS ARE APPROVED FOR CONFORMANCE WITH THE CITY OF NORTH BEND PUBLIC WORKS DEPARTMENT REQUIREMENTS TO THE BEST OF MY KNOWLEDGE.
CITY ENGINEER OR PUBLIC WORKS DIRECTOR DATE

No.	Date	By	Ckd.	Appr.	Revision

Title: SITE PLAN
45302 SE NORTH BEND WAY
NORTH BEND, WA

For: TRIPLE 60 PARTNERS, LLC

STATE OF WASHINGTON ALEX WHITE REGISTERED PROFESSIONAL ENGINEER 10/25/24

Scale: Horizontal 1" = 20' Vertical N.A.
Designed ADW Drawn WLV Checked ADW Approved CRJ Date 10/25/24

Barghausen Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222
barghausen.com

Job Number 22495
Sheet C3.0 of 35

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City of North Bend
Performance and Maintenance Bond Agreement

RE: North Bend Permit No.: _____
Applicant: _____
Project Address: _____
Estimated Cost of Completed Project: _____

This Performance and Maintenance Security Agreement (the "Agreement") is made and entered on the last date set forth below, between the City of North Bend ("City") and the above named Applicant ("Developer").

RECITALS

A. Project. The undersigned Developer has applied to the City for a Performance and Maintenance Security Agreement for the project known as _____ (the "Project"), which is the subject of the permit identified above (the "Permit") located at the address identified above and legally described in the attached **Exhibit A** (the "Property").

B. Performance. Subject to the Permit approval granted by the City for the Project, the provisions of the North Bend Municipal Code ("NBMC") and state law, the Developer will construct or install certain improvements and mitigation in connection with the Project, in accord with the improvements and mitigation identified on the Permit and as shown on the following approved plans: _____ approved on _____, 20__(the "Improvements").

C. Maintenance. Subject to the approval granted by the City for the Project, the provisions of the NBMC and state law, the Developer will maintain the Improvements in accord with the obligation identified in the Permit and as shown on the following approved plans: _____-_____ approved on _____, 20__(the "Maintenance").

D. Code Provisions for Security. Performance and Maintenance of the Improvements are subject to the security requirements in the NBMC identified below:

Performance
___ NBMC 12.24.15 Right of Way
___ NBMC 14.05.045 Critical Areas
___ NBMC 14.20.510 Shoreline Permit
___ NBMC 17.08.130 Land Segregation
___ NBMC 18.18.160 Landscaping
___ NBMC 19.10.140 Drainage, Grading and Clearing

Maintenance
___ NBMC 14.05.045 Critical Areas
___ NBMC 18.18.150 Landscaping
___ NBMC 19.10.110 Drainage, Grading and Clearing

E. Type of Security. Developer has elected, consistent with NBMC, to provide the City with the following type of security for this Agreement:
____ Performance Bond
____ Maintenance Bond

Developer hereby agrees and binds itself and its legal representatives, successors, and assigns as follows:

TERMS OF AGREEMENT

1. The Recitals set forth above are incorporated into the Agreement between the City, Developer and any third party who also signs this Agreement.

2. Developer and any third party shall signify their agreement to specific terms by signing under the terms section below that corresponds to the security chosen in recital E. above.

3. Terms - Performance Bond.

a. Developer, as Principal, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City, as Obligee, in the penal sum of XXXX ($XX.XX) for payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally as described in 3. b. – f. below.

b. In accord with Recital D. above, Developer is required to provide the City with performance security for the Improvements to assure that all work or action identified in Recital B. are satisfactorily completed.

c. After written notice from the City that Developer has failed to (a) complete all work or action on the Improvements satisfactorily, (b) pay all sums owing to contractors, subcontractors, materialmen, suppliers or others as a result of such work for which a lien against any City property, or property where the improvements are located, has arisen or

may arise; or (c) obtain acceptance by the City for the Project; all on or before the time frame as set forth in the Permit, or any extension of time granted by the City in writing, Principal shall complete to the City's reasonable satisfaction (a) through (c) identified in the written notice by the deadline specified in the written notice, and repair any damage to other work resulting from the Principal's identified failure.

d. If Principal does not complete the Improvements to the City's reasonable satisfaction as described in c. above, then within five (5) days after the City's written demand to Surety, Surety shall pay to the City all amounts necessary to complete the Improvements up to and including the full penal sum of this bond.

e. This Agreement for bond shall remain in effect until the City determines in writing at in its sole discretion that the Improvements have been completed.

f. The City, Developer and Surety also agree to be bound by the General Terms in section 5. below.

IN WITNESS THEREOF, the parties hereto have executed this Agreement.

Principal:	_____	Surety:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

4. Terms - Maintenance Bond.

a. Developer, as Principal, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City, as Obligee, in the penal sum of XXXX ($XX.XX) for payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally as described in 4. b. – 4.f. below.

b. Principal has constructed the Improvements for the Project under the Permit in accord with the requirements in Recital B.

c. After written notice from the City of defects due to faulty materials or workmanship related to the constructed Improvements, Principal shall remedy such defects by the deadline specified in the City's written notice and to the City's reasonable satisfaction, and pay for any damage to other work resulting therefrom.

d. If Principal does not so remedy such defects to the City's reasonable satisfaction, then within five (5) business days after the City's written demand to Surety, Surety shall pay to the City all amounts necessary to remedy such defects up to and including the full penal sum of this bond.

e. This Agreement for bond shall remain in effect for _____ years from acceptance of the Improvements by the City.

f. The City, Developer and Surety also agree to be bound by the General Terms in section 5. below.

IN WITNESS THEREOF, the parties hereto have executed this Agreement.

Principal:	_____	Surety:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

5. General Terms.

a. The Developer shall indemnify and hold the City and its agents, employees, and/or officers harmless from, or shall process and defend at its own expense, all claims, damages, suits at law or equity, actions, penalties, losses, or costs of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Developer's performance or failure to perform any aspect of the Agreement. With respect to any such claim or suit brought against the City, Developer also waives its immunity under Title 51 RCW, the Industrial Insurance Act. This waiver is specifically negotiated between the parties.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit. 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. The provisions of this Agreement shall not be construed against either party. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

c. Any failure by the Developer to comply with the terms of this Agreement in a timely manner shall constitute default. Any action or inaction by the City following any default in any term or condition of this Agreement shall not be deemed to waive any rights of the City pursuant to this Agreement.

d. The Developer shall pay all additional costs of the City incurred in the administration of the Agreement, including monitoring by the City as required. Said costs will be paid from the Project permitting deposit. Should there not be sufficient funds in the Project permitting deposit to cover such additional costs, then said costs shall be paid by Developer after receipt of invoice from the City. The Director of Planning and/or the Director of Public Works and/or their designees shall periodically inspect the work required hereunder and inspect completed improvements. Notwithstanding the foregoing, if Developer fails to pay for said inspections, the City may use funds from section 3.d. or 4.d. as applicable to cover said costs. This provision shall not be construed as creating any obligation on the City, its employees, agents and representatives to perform such work.

e. In the event the Developer fails to satisfactorily complete the obligations as described in the City's written notice, the City's employees and agents are hereby authorized to enter onto the Property and perform such work. This provision shall not be construed as creating any obligation on the City, its employees, agents and representatives to perform such work.

f. Funds obtained by the City pursuant to 3.d. and 4.d. above may be used by the City to remedy said defects and pay any and all sums owing to contractors, suppliers, laborers, materialmen, subcontractors or others as a result of such work for which a lien against any City property or property where the Improvements are located, has arisen or may arise. Further, said funds may be used to cover the cost of correcting any damage which may occur off-site due to defects, including damage, if any, to public property. This provision shall not be construed as creating any obligation on the City, its employees, agents and representatives to perform such work.

g. Written notice to all parties shall be by prepaid first class mail to the address specified below or as subsequently amended in writing. Notice shall be considered delivered three (3) days after having been deposited in the mail:

City

Developer

Surety

IN WITNESS THEREOF, the parties hereto have executed this Agreement.

CITY OF NORTH BEND

By:_____
Its_____

Institution Notary

STATE OF WASHINGTON
County of _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) is authorized to act on behalf of _____, the Financial Institution which signed this instrument and acknowledged it to be the Institution's free and voluntary act for uses and purposes mentioned in the instrument.

Dated: _____, 20___

Signature: _____
Name Printed: _____
Title: _____
My appointment expires: _____

Developer Notary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument on behalf of _____ for the uses and purposes mentioned in this instrument.
DATED: _____.

_____
(Signature of Notary Public)

_____
(Printed Name of Notary Public)
Commission Expires: _____

City Notary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument on behalf of _____ for the uses and purposes mentioned in this instrument.
DATED: _____.

_____
(Signature of Notary Public)

_____
(Printed Name of Notary Public)
Commission Expires: _____

WHEN RECORDED RETURN TO:

CITY CLERK
CITY OF NORTH BEND
920 SE CEDAR FALLS WAY
NORTH BEND, WA 98045

REFERENCE NUMBER OF RELATED DOCUMENTS:
GRANTOR:
GRANTEE: The City of North Bend, Washington
ASSESSOR'S TAX PARCEL/ACCOUNT NUMBER:
ABBREVIATED LEGAL DESCRIPTION:

EASEMENT AGREEMENT

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

1. Recitals.

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

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

c. This Easement Agreement sets forth the terms and conditions under which the Grantor will grant the Grantee an easement in the portion of Parcel A described below.

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

3. Purpose of Easement. The Easement is granted for the purpose of the installation, operation, and maintenance of _____ (the "Improvements"). Grantee and its agents, designees, and/or assigns shall have the right at such times as deemed reasonably necessary by Grantee, to enter upon Parcel A to inspect, construct, reconstruct, operate, maintain, repair, and replace the Improvements.

4. General Provisions.

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

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

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

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

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

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

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

GRANTOR:

GRANTEE:

DATED this ____ day of _____, 20__.

GRANTOR: _____

GRANTEE: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

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

DATED: _____

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

Return Address:
CITY CLERK
CITY OF NORTH BEND
920 SE CEDAR FALLS WAY
NORTH BEND, WA 98045

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Bill of Sale 2. _____

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page_____of document

Grantor(s) Exactly as name(s) appear on document

1. _____, _____

2. _____, _____

Additional names on page_____of document.

Grantee(s) Exactly as name(s) appear on document

1. City of North Bend

2. _____, _____

Additional names on page_____of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

_____

Additional legal is on page_____of document.

Assessor's Property Tax Parcel/Account Number ☐ **Assessor Tax # not yet assigned**

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional $50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

_____Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional $50 fee if the document meets margin/formatting requirements

UPON RECORDING RETURN TO:
City Clerk
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

BILL OF SALE

Reference Numbers of Related Documents: N/A
Grantor:
Grantee: City of North Bend
Legal Description: See Attached
Abbreviated Legal:
Tax Parcel Identification Number:

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar ($1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, _____., a _____corporation ("Grantor"), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington municipal corporation ("Grantee" or "the City"), the following described water distribution system, wastewater collection system, storm drainage system, curbs, and street paving, all of which has been constructed and installed in the existing public right of way or subdivision commonly known as _____ ("Project"):

Water Distribution System:

Wastewater Collection System:

Storm Drainage System:

Curbs and Street Paving:

Damage to any improvements in the road prism caused by failure to maintain landscape strips, street trees, sidewalks, street lights and/or associated facilities located outside the road prism shall be reconstructed, removed or replaced by the adjacent landowner.

Grantor warrants that it is the sole owner of all the property above described and has full power to convey all rights herein conveyed and agrees to defend, indemnify, and hold Grantee harmless from any and all claims which might result from execution of this document.

Grantor warrants that the property above described is free from all liens and encumbrances and Grantor will defend, indemnify, and hold harmless Grantee and its successors and assigns against claims and demands of all persons regarding ownership in or rights to the property hereby conveyed.

By accepting and recording this instrument, the City accepts and agrees to maintain only the property expressly conveyed herein, and to do so in the same manner as though it had been constructed by the City.

IN WITNESS WHEREOF the Grantor(s) has/have executed these presents this ____ day of _____, 20____.

GRANTOR:	GRANTEE: City of North Bend
_____	_____
By: _____	By: _____
Its: _____	Its: _____

APPROVED AS TO FORM:

_____
Michael R. Kenyon, City Attorney

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

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

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

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STATE OF WASHINGTON)
)ss
COUNTY OF KING)

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

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

GENERAL CONDITIONS
FOR EXTENSIONS CONSTRUCTED BY DEVELOPERS

1. SCOPE

Set forth below are general conditions for extension of the City's water, sewer, stormwater systems, and streets by developers. Reference to or requirements for non-applicable conditions for any particular application will be construed to have no meaning relative to the performance of such work. All other conditions shall be strictly followed.

2. DEFINITIONS

The following terms, as used in developer extension agreement contract documents, shall be defined and interpreted as follows:

A. "Agreement" shall mean the Agreement to Construct Extension to Sewer, stormwater, water, and street systems entered into by the Developer and the City.

B. "City" shall mean the City of North Bend, King County, Washington.

C. "City Engineer or Public Works Director" shall mean the consulting engineer employed by the City or contracted by the City for the administration of this Agreement.

D. "Contract Documents" shall have the meaning ascribed in the Agreement.

E. "Developer" shall mean the person, partnership, firm, or corporation identified in the Checklist, andshall include Developer's agents, employees, and subcontractors.

F. "Developer's Engineer" shall mean the engineering firm, and that firm's representatives, which may be approved by the City to act as the engineer for the Extensions to be performed under this Agreement.

G. "Extensions" shall have the meaning ascribed in the Agreement .

H. "Or Equal" shall mean any manufactured article, material, method, or work which, in the opinion of the City Engineer, is equally desirable or suitable for the purposes intended in the Specifications and the Contract Documents as compared with similar articles specifically mentioned therein.

I. "Plans" shall mean all instructions, shop drawings, and other official drawings (and reproductions of the same) made or to be made pertaining to the Extensions or to any structure connnected therewith, including supplemental instructions, drawings or

documents furnished by the City Engineer at Developer's request, which, in the City Engineer's sole discretion, are necessary for the proper construction of the Extensions, provided that all such supplemental drawings and instructions must be consistent with the Contract Documents.

J. "Specifications" shall mean the design specifications and criteria identified in the Standards for Preparation of Extension Plans and Specifications.

3. **PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES**

Developer shall carefully study and compare all Plans and Specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the City Engineer any error, inconsistency, or omission in respect to design, construction or cost which Developer may discover. If Developer, in the course of this study or in the construction of the Extensions, finds any discrepancy between the Plans, or any such errors or omissions in respect to design, construction, or cost in drawings or in the layout as given by points and instructions, it shall be Developer's duty to inform the City Engineer immediately in writing, and the City Engineer shall promptly check the same. Any work done after such discovery will be done at Developer's sole risk.

4. **STATUS OF CITY ENGINEER**

A. Except for the method or manner of performing the work, the Extensions are to be constructed under the general supervision and to the complete satisfaction of the City Engineer, or his/her duly authorized representative, who shall use his/her reasonable discretion and professional experience as to the true interpretation and meaning of the project application, Plans, Specifications, and Estimates and as to all questions arising as to proper performance of the work. The City Engineer has the authority to stop work whenever, in his/her opinion, such stoppage may be necessary to ensure proper execution of the contract. The City Engineer may also reject all work and materials which in his/her opinion, do not conform to the contract.

B. The City Engineer shall use his/her reasonable discretion and professional experience to decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and all questions as to the acceptable fulfillment and performance of the Agreement on the part of Developer. The decision of the City Engineer in such matters shall be final.

C. The City Engineer may direct the sequence of conducting work when it is in locations where the City is doing work either by contract or by its own forces or where such other work may be affected by the Extensions, in order that conflict may be avoided and the Extensions be harmonized with work under other contracts, or with other work being done in connection with, or growing out of, operations of the City. Nothing

in this Section 4(C) shall be interpreted to relieve Developer of its obligations or liabilities under the Contract Documents.

D. Neither the City Engineer nor his/her representatives have the authority to waive the Developer's obligation to perform work in accordance with the Contract Documents. However, the City Engineer shall have the authority to authorize minor field changes. Failure or omission on the part of the City Engineer or his/her representatives to condemn unsuitable, inferior, or defective work and/or labor or material or equipment furnished under the application shall not release Developer or his/her bond from performing the work in accordance with the Contract Documents.

5. **INSPECTION AND TESTS**

A. Inspection of the work by the City and its authorized agents shall be strictly for the benefit of the City, and nothing contained herein shall be construed to relieve Developer of its obligations under this Agreement.

B. The City Engineer and his/her representatives shall, at all times, have access to the Extensions for the purpose of inspecting and testing, wherever it is in preparation or progress, and Developer shall provide proper facilities for such access and for such inspection and testing.

C. If any work should be covered up without approval or consent of the City Engineer, it must, if required by the City Engineer, be uncovered for inspection at Developer's expense.

D. Re-examination of questioned work may be ordered by the City Engineer; and, if so ordered, the work shall be uncovered by Developer. If such work is found by the City Engineer to be in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work is found not in accordance with the Contract Documents, Developer shall pay such costs.

E. Developer shall make tests of the work as required by the City Engineer at Developer's expense and shall maintain a record of such test.

F. For a performance test to be observed by the City Engineer, Developer shall make whatever preliminary tests are necessary to assure that the materials and/or equipment are in accordance with the Specifications. If, for any reason, the test observed by the City Engineer is unsatisfactory, Developer shall pay all costs incurred by the City Engineer for the inspection and supervision of all further testing.

G. Where work is performed outside of the normal 40-hour work week, Developer shall pay City's additional costs for inspection and supervision, if applicable.

H. Where the Plans, Specifications, City Engineer's instructions, laws, ordinances, or any government authority require any work to be specifically tested or inspected, Developer shall give the City Engineer timely notice of the date fixed for such inspection. Required certificates of inspection by authorities other than the City Engineer shall be secured by Developer and copies provided to the City Engineer.

I. Inspection during construction will be provided as deemed necessary by the City Engineer.

J. Written notice of deficiencies, adequately describing the same, shall be given to Developer upon completion of each inspection, and Developer shall correct these deficiencies within seven (7) days of notice thereof, or as agreed upon in writing by both parties, and before final inspection will be made by the City Engineer.

K. A representative of Developer or Developer's contractor shall arrange a time with and accompany the City Engineer on the final inspection and subsequent inspections, if required, thereafter.

L. Deficiencies discovered at the final inspection shall be corrected within seven (7) days' notice thereof or as agreed upon by both parties, and in no instance shall service be provided until said deficiencies are corrected and the extension passes re-inspection.

M. All costs incurred by the City for inspection, including the fees and charges of its City Engineer, except as specifically provided for in this section, shall be paid by Developer, and a deposit for this may be required in advance by the City.

N. Neither inspection nor acceptance by the City shall relieve Developer of any responsibility or liability, whether to the City or others, provided in the Contract Documents.

6. **PLANS AND SPECIFICATIONS ACCESSIBLE**

A. The City shall furnish one (1) copy of Plans and Specifications to Developer, who shall keep at least one (1) copy of the same constantly accessible at the construction site.

B. Where shop drawings are required to be submitted for acceptance, one (1) copy of the approved shop drawings shall be kept constantly accessible at the construction site.

7. **OWNERSHIP OF DRAWINGS**

All Plans, Specifications and copies thereof prepared or furnished to the City Engineer are his/her property. They are not to be used on other work and, with the exception of the signed Agreement, and are to be returned to him/her upon completion of the work.

8. **MATERIALS AND EQUIPMENT; MATERIALS AND EQUIPMENT LIST**

A. Materials and equipment shall be new and as specified in the Contract Documents, or if not specified, shall be of a quality approved by the City Engineer. All materials and equipment furnished are warranted by Developer as new and as in compliance with the Plans and Specifications, if specified therein, and as suitable for the intended purpose. In addition thereto, the Developer shall furnish the City with copies of the supplier's warranty. Except in the event of fraud or bad faith by Developer, the warranty described in this Section 11(A) shall be limited to two (2) years.

B. Developer shall file three (3) copies of its materials and equipment list with the City Engineer prior to commencing construction of the Extensions. This list shall include the quantity, manufacturer and model number, if applicable, of materials and equipment to be installed under the Contract Documents. This list will be checked by the City Engineer as to conforming with the Plans and Specifications. The City Engineer will pass upon the list with reasonable promptness, making note of required corrections.

Developer shall make any required corrections and file three (3) corrected copies with the City Engineer within one week after receipt of notice of required corrections. The City Engineer's review and acceptance of the lists shall not relieve Developer from responsibility for deviations from the Plans and Specifications or warranty for suitability for the intended purpose unless Developer has, in writing, called the City Engineer's attention to such deviations at the time of submittal and secured the City Engineer's written approval for such deviation.

9. **SHOP DRAWINGS**

All shop details, structural steel, pipe, machinery, equipment, schedules, bending diagrams, reinforcing steel, and other detail drawings furnished by the Developer, as required and provided for in the specifications. Developer shall check and verify all field measures. Developer shall submit with such promptness as to cause no delay in its own work or in that of any other contractor, three (3) copies, checked and approved by Developer, of all shop or setting drawings and schedules (all collectively herein referred to as "shop drawings") required for the work of the various trades in the construction of the Extensions or where requested by the City Engineer, and shall verify all field various trades in the performance of the work or where requested by the City Engineer and shall verify all field measurements or conditions to which the shop drawings are applicable. The City Engineer shall pass upon them with reasonable promptness making note of required corrections, including those related to design and artistic effect. Developer shall make any corrections required by the City Engineer and, within one (1) week after receipt of the notice of required corrections, shall file with the City Engineer three (3) corrected copies and furnish such other copies as may be needed by the City Engineer. The City

Engineer's acceptance of such drawings or schedules shall not relieve Developer from responsibility for deviation from drawings, Plans, or Specifications, unless Developer has, in writing, called the City Engineer's attention to such deviation at the time of submission and secured the City Engineer's written approval, nor shall it relieve Developer from responsibility for errors in shop drawings or schedules.

10. **CUTTING AND FITTING**

Developer shall do all cutting and fitting of its work that may be required to make any of the Extensions' several parts come together properly, and fit it to receive or be received by work of other developers or contractors shown or reasonably implied by the Plans and Specifications for the completed structure, and Developer shall restore all surfaces damaged by cutting and fitting as the City Engineer may direct.

11. **LABOR, MATERIALS, EQUIPMENT, FACILITIES, AND WORKMEN**

A. Developer shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work, except as otherwise stipulated in the Contract Documents.

B. The Developer shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any person unfit or not skilled in the work assigned to him/her. Employees or agents of Developer, who, in the opinion of the City Engineer, may impair the quality of the Extensions shall forthwith be discharged by Developer upon the written request of the City Engineer.

C. During the term of the Agreement, neither party shall employ nor hire any employee of the other party, nor of the City Engineer, without the written consent of the other party. Neither party shall use any work performed or any information obtained from any employee hired in violation of this provision in making a claim against the other party.

D. Necessary sanitation conveniences for the use of workmen on the job, properly secluded from public observation, shall be provided and maintained by Developer.

13. **SAMPLES**

The Developer shall furnish for approval all samples as directed by the City Engineer. The finished work shall be in accordance with approved samples. Approval of samples by the City Engineer does not relieve the Developer of performance of the work in accordance with the Contract Documents.

14. **DETERMINATION OF "OR EQUAL"**

The City Engineer shall make the determination regarding questions of "or equal" for any supplies or materials proposed by Developer. Developer shall pay to the City the cost of tests and evaluation by the City Engineer to determine acceptability of alternatives proposed by Developer, in accordance with Section 4 of the Agreement.

15. **ROYALTIES AND PATENTS**

Developer shall defend, indemnify, and hold the City harmless for all claims and/or suits brought against the City by reason of infringement of patent rights or licenses on any material, machine, appliance, or process that Developer may use on the work or incorporate into the finished job. Such indemnity shall include the costs of defense by an attorney selected by Developer and approved by the City.

16. **PAYMENT OF PREVAILING WAGES**

Developer does not have to pay prevailing wages on projects without City funding.

17. **PROTECTION OF WORK AND PROPERTY AND SAFETY**

A. Developer shall continuously maintain adequate protection of the work from damage and shall protect City's property from injury or loss arising in connection with and during the term of the Agreement. Developer shall make good any such damage, injury, or loss, except as may be directly due to the negligence of agents or employees of the City. Developer shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

B. Developer shall bear the risk of loss or damage for all finished or partially finished work until accepted by the City.

C. Developer shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local safety laws and building codes. Developer shall erect and properly maintain at all times, as required by the conditions and progress of the Extensions, all necessary safeguards for protection of workmen and the public, shall post danger signs warning against known or unusual hazards; and shall designate a responsible member of its organization on the construction site whose duty shall be the prevention of accidents. The name and position of such person so designated shall be reported in writing to the City Engineer by Developer.

18. **EXISTING UTILITIES OR OBSTRUCTIONS**

A. Developer shall not enter upon or place materials on other private premises except by written consent of the individual owners, and Developer shall save the City harmless from all suits and actions of every kind and description that may result from its use of private property.

B. Underground utilities of record shall be shown on the Plans insofar as it is possible to do so. These, however, are shown for convenience only, and the City assumes no responsibility for improper locations or failure to show utility locations on the construction plans. Any underground utilities found during the course of construction not properly shown on the Plans shall be recorded as to the nature, size, depth and orientation on the as-built drawings.

C. Developer shall take adequate precautions to protect existing lawns, trees, shrubs, outside rights-of-way, sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto caused by its operations to the satisfaction of the City Engineer, except as otherwise provided in the Contract Documents.

19. **REPLACING IMPROVEMENTS**

Whenever it is necessary in the course of construction to remove or disturb culverts, driveways, roadways, pipelines, monuments, property stakes, or other existing improvements, whether on private or public property, they shall be replaced to a condition equal to or better than that existing before they were so removed and disturbed.

20. **SUPERINTENDENCE AND SUPERVISION**

Developer shall keep on the construction site during the construction of the Extensions a competent superintendent and any necessary assistants, all satisfactory to the City Engineer. The superintendent shall not be changed except with the consent of the City Engineer unless the superintendent ceases to be in Developer's employ. The superintendent shall represent Developer, and all directions given to the superintendent shall be as binding as though given to Developer. Instructions to Developer shall be confirmed in writing upon its request in each case. Developer shall give efficient supervision to the work, using its best skill and attention.

21. **WARRANTIES OF DEVELOPER**

Upon completion of the Extensions and approval and acceptance thereof by the City, Developer warrants to the City as follows:

A. That Developer is the owner of the property and the same is free and clear of all encumbrances and that Developer has good right and authority to transfer title thereto to the City and will defend the title of the City against the claims of all third parties claiming to own the same or claiming an encumbrance against the same; and

B. That the Extensions are in proper working condition, order, and repair as designed and that they are adequate and fit for the intended purpose of use as water, sewer, stormwater, and/or street systems, and as integral parts of the water, sewer, stormwater, and/or street systems of the City; and

C. That all parts of the Extensions shall remain in proper working condition, order and repair as designed except where abused or neglected by the City; and that Developer shall repair or replace, at its own expense, any work or material which may prove to be defective during the period of this warranty. Developer shall obtain warranties and guaranties from its subcontractors and/or suppliers where such warranties or guaranties are specifically required herein and shall deliver copies of such to the City upon completion of the Extensions. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for two (2) years after acceptance by the City.

Except in the event of fraud or bad faith by Developer, the warranty described in this Section 23 shall be limited to two (2) years.

22. **CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD**

When defects occurring within the warranty period are discovered, Developer shall work to remedy any such defects within seven (7) days of notice of discovery thereof by the City, or as agreed upon in writing, and shall complete such work within a reasonable time as determined by the City. In emergencies, where damage or loss of service may result from delay, corrections may be made by the City immediately upon discovery; in which case the cost thereof shall be borne by Developer. In the event Developer does not commence and/or accomplish corrections within the time specified, the work shall be otherwise accomplished and the cost of same shall be paid by Developer.

Developer shall be responsible for any expenses incurred by the City resulting from defects in the Developer's work including actual damages, cost of materials, and labor expended by the City in making emergency repairs, and cost of engineering, inspection, and supervision by the City or City Engineer, as well as reasonable attorneys' fees and expert witness fees to be fixed by the court in any action which the City may commence against the Developer to enforce the provisions hereof.

23. **SUBLETTING AND SUBCONTRACTING**

Developer is fully responsible and liable to the City for the acts and omissions of its employees, subcontractors, and all other persons either directly or indirectly employed or contracted with by subcontractors. The City's consent to subcontracting part of the work shall in no way release Developer from responsibility under the Agreement, and Developer will be held in all respects accountable for the same as if no consent had been given. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.

24. **SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS**

The City reserves the right to perform work with its own forces or to let contracts for work under similar general conditions in connection with this project or other projects. Developer shall afford the City and other contractors reasonable opportunity for the execution of their respective work.

25. **LOSS OF MARKERS**

The City shall not be responsible for costs to relocate service ends in the event of removal or destruction of the markers by parties other than the City.

26. **DISPUTE RESOLUTION**

A. Process for Alternative Dispute Resolution. The parties shall cooperate in good faith and deal fairly in performing their duties under the Contract Documents in order to accomplish their mutual objectives and avoid disputes. If a dispute arises, the parties shall resolve all disputes by the following progressive alternative dispute resolution process:

1. The parties shall first seek a fair and prompt negotiated resolution.

2. If negotiation is not successful, either party may demand binding arbitration in accordance with RCW 7.04.060; provided, that within twenty (20) days of the initial arbitration demand, the parties shall attempt to resolve the dispute by nonbinding third-party mediation. Mediation efforts shall not delay or affect the arbitration hearing date unless agreed by the parties.

3. If the dispute is not resolved through mediation within forty-five (45) days of the initial arbitration demand, the parties shall proceed with the binding arbitration; provided, that the mediator shall prepare and deliver to the arbitrator a final written recommendation for resolution of the dispute.

B. Selection of Arbitrator. There shall be one arbitrator agreed upon by the parties, or, if the parties cannot agree on the identity of the arbitrator within ten (10) days of the initial arbitration demand, the arbitrator shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or shall have similar professional credentials). The arbitrator shall be an attorney with at least fifteen (15) years' experience in the practice of law and shall reside in the Seattle/King County metropolitan area. Whether a claim is covered by the Contract Documents shall be determined by the arbitrator. All statutes of limitations which would otherwise be applicable in a court of law shall apply to any arbitration proceeding hereunder. The mediator shall be selected by the same manner as the arbitrator.

C. Procedures. The arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules in effect on the date of the initial arbitration demand, as modified by this Section 28. There shall be no dispositive motion practice. As necessary to ensure a fair hearing, the arbitrator may authorize limited discovery, and may enter pre-hearing orders regarding (without limitation) scheduling, document exchange, witness disclosure and issues to be heard. The arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such writings and oral presentations as reasonable business people would use in the conduct or their day-to-day affairs, and may require the parties to submit some or all of their case by written declaration or such other manner of presentation as the arbitrator may determine to be appropriate. The parties intend to limit live testimony and cross-examination to the extent necessary to ensure a fair hearing on material issues.

D. Hearing – Law – Appeal Limited. The arbitrator shall hold a private hearing within ninety (90) days of the initial arbitration demand and shall take reasonable measures to conclude the hearing within three (3) days. The arbitrator's written decision shall be issued not later than fourteen (14) calendar days after the close of the hearing. These time limits are included in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply substantive law. Absent fraud, collusion or willful misconduct by the arbitrator, the award shall be final, and judgment may be entered in any court having jurisdiction over the parties. The arbitrator may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other arbitration proceeding involving common issues of law or fact or which may promote judicial economy, but shall not have the power to award punitive or exemplary damages.

E. Provisional Remedies. Pending selection of the arbitrator, either party may request the AAA to unilaterally appoint an interim arbitrator for the limited purpose of

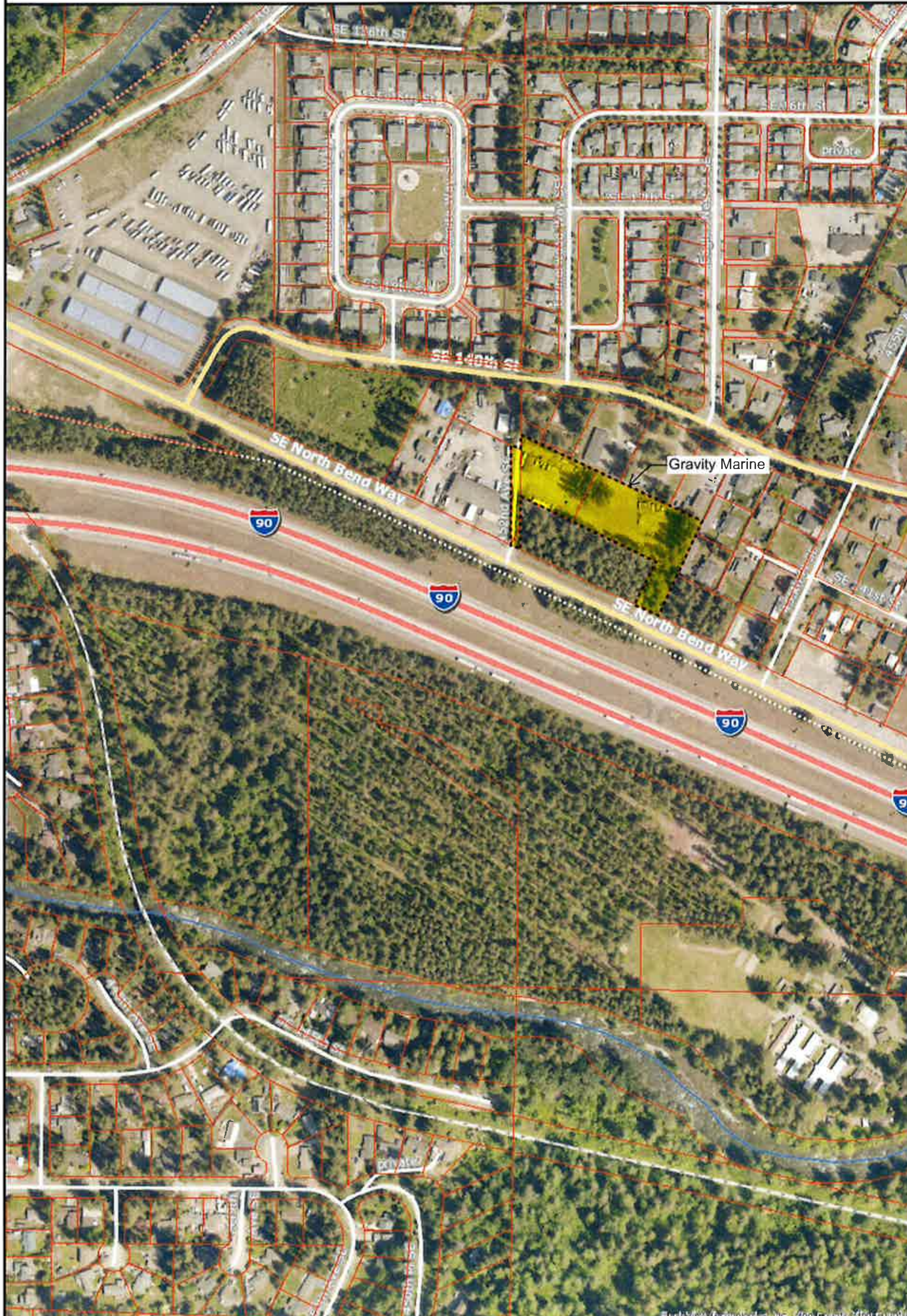
awarding temporary or preliminary relief. This award may be immediately entered in any federal or state court having jurisdiction over the parties even though the decision on the underlying dispute may still be pending. Once appointed, the official arbitrator may, upon request of a party, issue a superseding order to modify or reverse such temporary or preliminary relief or may confirm such relief pending a full hearing on the merits of the underlying dispute, which order may be immediately entered in any federal or state court having jurisdiction over the parties, even though the decision on the underlying dispute may remain pending. Such relief may be granted by the arbitrator only after notice to and opportunity to be heard by the opposing party, unless the party applying for such relief demonstrated that its purpose would be rendered futile by giving notice.

F. Attorneys' Fees and Costs. The arbitrator shall award attorneys' fees, expert witness fees, and costs to the prevailing party, but only if the award to the prevailing party exceeds the mediator's recommendation. Except as otherwise provided in the Agreement, neither party is entitled to payment of its attorneys' fees by the other party for disputes resolved prior to a final decision of the arbitrator.

Nothing in this Section 28 shall affect Developer's responsibility to reimburse the City for attorney fees and legal expenses in the normal course of the Agreement.

CERTIFICATE(S) OF INSURANCE

Exhibit B - Vicinity Map



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Date: 11/6/2024

Notes:

N

King County

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-132	
Resolution Accepting Infrastructure Improvements from John Day Homes, Inc. for Maloney Estates, a 23-lot Subdivision	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos	X
Timeline: Immediate		

Attachments: Resolution, Exhibit A – Cost Breakdown, Exhibit B – Bill of Sale, Vicinity Map

SUMMARY STATEMENT:

John Day Homes, Inc. ("Developer"), has completed infrastructure construction for the Maloney Estates 23-lot Subdivision ("Project"). The Project is located at the intersection of Maloney Grove SE and SE 8th Street and consists of 23 new single family residential lots. The Developer constructed new water distribution, wastewater collection, and storm drainage systems, as well as curb and street paving improvements (collectively "Infrastructure Improvements") within the public right of way or dedicated public easements.

Key Project completion dates are as follows:

- SEPA DNS: May 6, 2015
- Hearing Examiner's Decision: June 16, 2015
- Developer Extension Agreement Authorization: June 1, 2021
- Engineering Plan Approval: July 19, 2021
- Final Plat Approval: April 19, 2022
- Infrastructure Punch List Completion: November 7, 2024

The Developer has completed all infrastructure and utility punch-list items, as-builts, and provided a GIS disk to the City as required by the North Bend Municipal Code. The Developer has provided a Bill of Sale for the Infrastructure Improvements (Ex. B).

This Agenda Bill's purpose is to authorize transfer of ownership of Developer-constructed Infrastructure Improvements to the City through passage of a resolution.

APPLICABLE BRAND GUIDELINES: City Design Standards.

COMMITTEE REVIEW AND RECOMMENDATION: This item was brought up during the Transportation and Public Works Committee meeting on November 26, 2024, and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB24-132, a resolution accepting ownership of the infrastructure improvements constructed as part of the Maloney Estates 23-lot Subdivision from John Day Homes, LLC.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 3, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM DRAINAGE SYSTEM IMPROVEMENTS, AND CURB AND STREET PAVING IMPROVEMENTS, FROM JOHN DAY HOMES, LLC FOR THE 23-LOT MALONEY ESTATES SUBDIVISION

WHEREAS, John Day Homes, LLC ("Developer") has completed construction of the 23-lot Maloney Estates Subdivision Project ("Project"); and

WHEREAS, a SEPA DNS for the Project was issued on May 6, 2015; and

WHEREAS, the hearing examiner issued a decision on June 16, 2015 approving the Maloney Estates Subdivision subject to conditions; and

WHEREAS, the City authorized a Developer Extension Agreement on June 1, 2021, under Resolution No. 1977; and

WHEREAS, engineering plan approval occurred on July 19, 2021; and

WHEREAS, final plat approval occurred on April 19, 2022; and

WHEREAS, the Developer has constructed the required water distribution, wastewater collection, and storm drainage system improvements, as well as curb and street paving improvements (collectively "Infrastructure Improvements"); and

WHEREAS, City staff inspected the Infrastructure Improvements and the City accepts transfer of ownership of Developer-constructed Infrastructure Improvements; and

WHEREAS, the Developer has provided the City with the market value assignment for the Infrastructure Improvements and a Bill of Sale for the Infrastructure Improvements; and

WHEREAS, the City Council of the City of North Bend finds that the Infrastructure Improvements meet the standards of the City, and that the value assigned by the Developer reflects a fair market value;

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

Section 1. The City Council of the City of North Bend accepts the water distribution, wastewater collection, and storm drainage system improvements, as well as the curb and street paving improvements constructed for the 23-lot Maloney Estates Subdivision Project as depicted in the attached Exhibit A to this Resolution and which is incorporated herein by reference.

Section 2. The Mayor is authorized to execute the Bill of Sale accepting the water distribution, wastewater collection, and storm drainage system improvements, as well as the curb and street paving improvements for the 23-lot Maloney Estates Subdivision Project on behalf of the City of North Bend, in the form attached hereto as Exhibit B or in a final form substantially similar and acceptable to the City Attorney.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF DECEMBEER, 2024.

CITY OF NORTH BEND:

_____

Mary Miller, Mayor

APPROVED AS TO FORM:

_____

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

_____

Susie Oppedal, City Clerk

Effective:
Posted:

Maloney Estates - BOS Breakdown
11/4/2024

Maloney Estates - Bill of Sale

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
Sanitary Sewer	48'' Manholes	5	EA	$ 2,500.00	$ 12,500.00
Sanitary Sewer	8'' Sewer Main	567	LF	$ 52.66	$ 29,858.22
Sanitary Sewer	24'' Sewer Castings	24	EA	$ 587.71	$ 14,105.04
				SUBTOTAL	**$ 56,463.26**

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
Storm System	Bioswale	5225	SF	$ 5.32	$ 27,797.00
Storm System	12'' PVC	1072	LF	$ 43.04	$ 46,138.88
Storm System	Type 1 CB	18	EA	$ 1,453.70	$ 26,166.60
Storm System	Type II CB 48''	3	EA	$ 3,118.70	$ 9,356.10
Storm System	Castings	21	EA	$ 406.94	$ 8,545.74
				SUBTOTAL	**$ 118,004.32**

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
Water System	8" DIP Watermain	1115	LF	$ 37.00	$ 41,255.00
Water System	1'' Poly Service Lines	24	EA	$ 1,900.00	$ 45,600.00
				SUBTOTAL	**$ 86,855.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
Roadway - Paving	6'' Depth Rock Base	750	TN	$ 19.14	$ 14,355.00
Roadway - Paving	6" HMA	54800	SF	$ 1.32	$ 72,336.00
Roadway - Paving	Striping	1200	LS	$ 1,200.00	$ 1,200.00
Roadway - Paving	Signage	14	EA	$ 205.00	$ 2,870.00
				SUBTOTAL	**$ 90,761.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
Curb, Gutter & Sidewalk	Vetical Curg & Gutter	2055	LF	$ 21.61	$ 44,408.55
Curb, Gutter & Sidewalk	4'' Thick Sidewalk	8675	SF	$ 5.11	$ 44,329.25
Curb, Gutter & Sidewalk	Wheelchair Ramps	5	EA	$ 1,435.47	$ 7,177.35
				SUBTOTAL	**$ 95,915.15**
				TOTAL	**$ 391,535.47**

Return Address:
CITY CLERK
CITY OF NORTH BEND
920 SE CEDAR FALLS WAY
NORTH BEND, WA 98045

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Bill of Sale 2. _____

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page_____of document

Grantor(s) Exactly as name(s) appear on document

1. John Day Homes, Inc., _____

2. _____, _____

Additional names on page_____of document.

Grantee(s) Exactly as name(s) appear on document

1. City of North Bend

2. _____, _____

Additional names on page_____of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Por. of the SE ¼ of the NW ¼ of Sec. 15, Twp. 23 N., Rge. 8 E., W.M.

Additional legal is on page_____of document.

Assessor's Property Tax Parcel/Account Number ☐ **Assessor Tax # not yet assigned**

5060700230

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional $50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

_____Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional $50 fee if the document meets margin/formatting requirements

UPON RECORDING RETURN TO:
City Clerk
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

BILL OF SALE

Reference Numbers of Related Documents: N/A
Grantor: John Day Homes, Inc.
Grantee: City of North Bend
Legal Description: See Attached Exhibit C
Abbreviated Legal: Por. of the SE ¼ of the NW ¼ of Sec. 15, Twp. 23 N., Rge. 8 E., W.M.
Tax Parcel Identification Number: 5060700230

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar ($1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, John Day Homes, Inc. a Washington corporation ("Grantor"), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington municipal corporation ("Grantee" or "the City"), the following described water distribution system, wastewater collection system, storm drainage system, and curbs and street paving, all of which has been constructed and installed in the subdivision commonly known as Maloney Estates Subdivision, King County Rec. No. 20220512000872, and existing public right of way of Maloney Grove Ave SE ("Project"):

Water Distribution System:
Approximately 1,115 lineal feet of 8-inch diameter watermain, and other applicable watermain facilities and appurtenances were constructed in the Project. The Water Distribution System will be owned and maintained by the City.

Water services from the watermain to, and including, the water meters shall be owned and maintained by the City.

Water services from the water meters to the homes shall be owned and maintained by the individual property owners.

Irrigation systems in the Project shall be owned and maintained by the individual property owners or Project Homeowner's Association.

Wastewater Collection System:
Approximately 567 lineal feet of 8-inch diameter sewer main and other applicable wastewater facilities and appurtenances were constructed in the Project which will be owned and maintained by the City.

Side sewers shall be owned and maintained by the property owner for which they serve.

Storm Drainage System:
Approximately 1,072 lineal feet of 8-inch diameter to 12-inch diameter stormwater mains, 5,225 square feet of stormwater bioretention swales, and other stormwater appurtenances were constructed as part of the Project and along Maloney Grove Ave SE.

Stormwater conveyance, collection, and other appurtenances located within the Project road prism (road prism is defined as back of curb to back of curb or edge of pavement to edge of pavement on public streets) shall be owned and maintained by the City.

Stormwater bioretention facilities, and associated stormwater appurtenances located outside of the road prism within the Project and along Maloney Grove Ave SE shall be owned and maintained by the Project Homeowner's Association.

Stormwater conveyance, collection, and other stormwater appurtenances located in public easements within the Project dedicated to the City shall be owned and maintained by the City.

Curbs and Street Paving:
Approximately 1,015 lineal feet of vertical curb/gutter, paving, and street signs were constructed or installed as part of the Project.

Vertical curb/gutter, paving, and street signs located within the Project public right-of-way, and Maloney Grove Ave SE shall be owned and maintained by the City.

Landscape strips and streetlights located within the Project shall be owned and maintained by the Project Homeowner's Association.

Street lights located along Maloney Grove Ave SE shall be owned and maintained by the City.

Sidewalks within the Project and along Maloney Grove Ave SE shall be owned and maintained by the Project Homeowner's Association or the adjacent property owner for which the sidewalk fronts.

Sidewalks within Tract A and public access and utility easements shall be owned and maintained by the Project Homeowner's Association.

Damage to any improvements in the road prism caused by failure to maintain landscape strips, street trees, sidewalks, streetlights and/or associated facilities located outside the road prism shall be reconstructed, removed, or replaced by the Project Homeowner's Association and/or adjacent landowner.

Grantor warrants that it is the sole owner of all the property above described and has full power to convey all rights herein conveyed and agrees to defend, indemnify, and hold Grantee harmless from any and all claims which might result from execution of this document.

Grantor warrants that the property above described is free from all liens and encumbrances and Grantor will defend, indemnify, and hold harmless Grantee and its successors and assigns against claims and demands of all persons regarding ownership in or rights to the property hereby conveyed.

By accepting and recording this instrument, the City accepts and agrees to maintain only the property expressly conveyed herein, and to do so in the same manner as though it had been constructed by the City.

IN WITNESS WHEREOF the Grantor(s) has/have executed these presents this ____ day of _____, 20____.

GRANTOR:
John Day Homes Inc.

_____

By: _____

Its: _____

GRANTEE:
City of North Bend

_____

By: _____

Its: _____

APPROVED AS TO FORM:

_____
Kendra Rosenberg, City Attorney

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

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

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

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STATE OF WASHINGTON)
)ss
COUNTY OF KING)

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

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

Maloney Estates - BOS Breakdown
11/4/2024

EXHIBIT A

Maloney Estates - Bill of Sale

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
Sanitary Sewer	48'' Manholes	5	EA	$ 2,500.00	$ 12,500.00
Sanitary Sewer	8'' Sewer Main	567	LF	$ 52.66	$ 29,858.22
Sanitary Sewer	24'' Sewer Castings	24	EA	$ 587.71	$ 14,105.04
				SUBTOTAL	**$ 56,463.26**

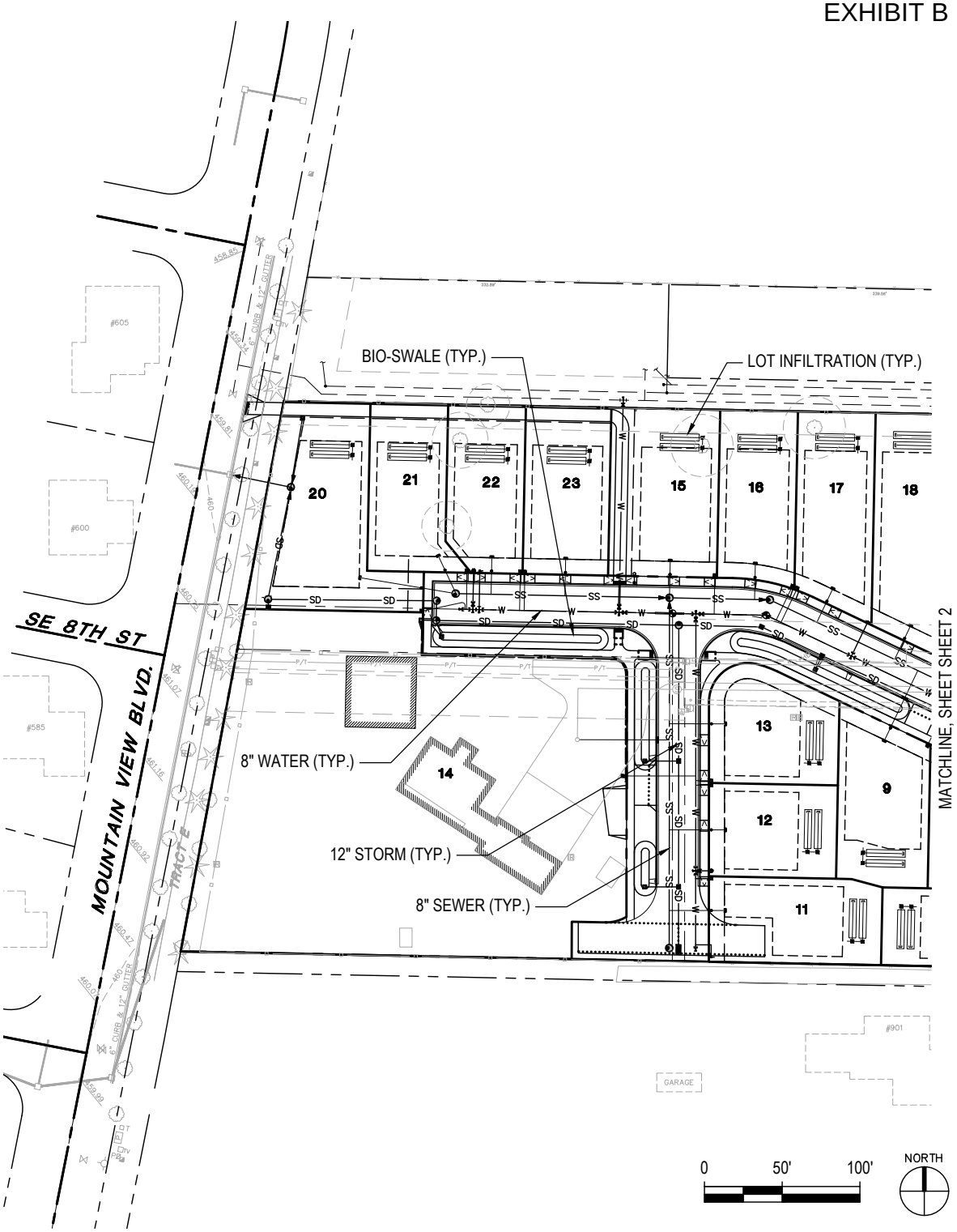
ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
Storm System	Bioswale	5225	SF	$ 5.32	$ 27,797.00
Storm System	12'' PVC	1072	LF	$ 43.04	$ 46,138.88
Storm System	Type 1 CB	18	EA	$ 1,453.70	$ 26,166.60
Storm System	Type II CB 48''	3	EA	$ 3,118.70	$ 9,356.10
Storm System	Castings	21	EA	$ 406.94	$ 8,545.74
				SUBTOTAL	**$ 118,004.32**

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
Water System	8" DIP Watermain	1115	LF	$ 37.00	$ 41,255.00
Water System	1'' Poly Service Lines	24	EA	$ 1,900.00	$ 45,600.00
				SUBTOTAL	**$ 86,855.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
Roadway - Paving	6'' Depth Rock Base	750	TN	$ 19.14	$ 14,355.00
Roadway - Paving	6" HMA	54800	SF	$ 1.32	$ 72,336.00
Roadway - Paving	Striping	1200	LS	$ 1,200.00	$ 1,200.00
Roadway - Paving	Signage	14	EA	$ 205.00	$ 2,870.00
				SUBTOTAL	**$ 90,761.00**

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
Curb, Gutter & Sidewalk	Vetical Curg & Gutter	2055	LF	$ 21.61	$ 44,408.55
Curb, Gutter & Sidewalk	4'' Thick Sidewalk	8675	SF	$ 5.11	$ 44,329.25
Curb, Gutter & Sidewalk	Wheelchair Ramps	5	EA	$ 1,435.47	$ 7,177.35
				SUBTOTAL	**$ 95,915.15**
				TOTAL	**$ 391,535.47**

EXHIBIT B

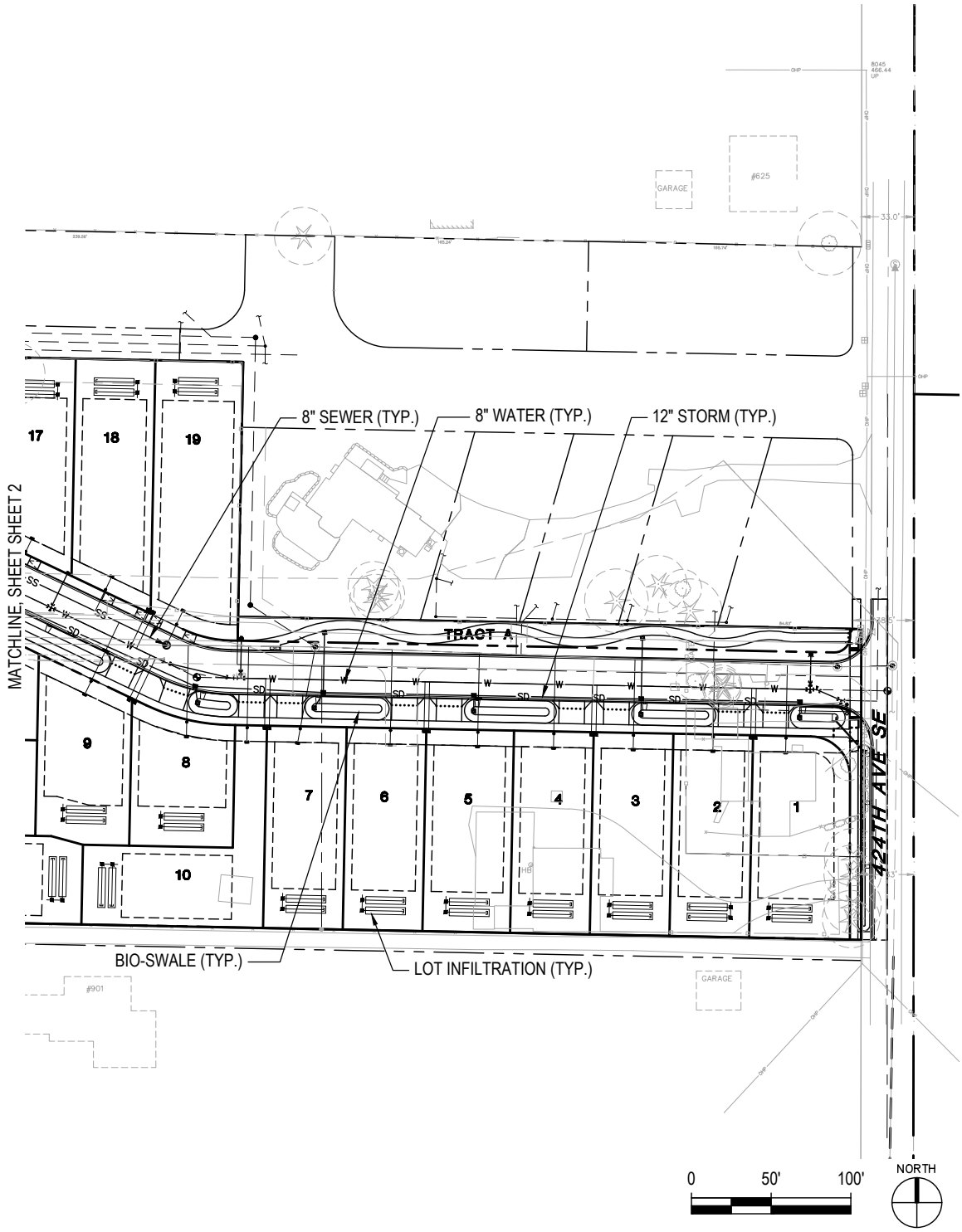


kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

MALONEY ESTATES
BILL OF SALE
11/05/2024

1 of 2

EXHIBIT B



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www.kpff.com

MALONEY ESTATES
BILL OF SALE
11/05/2024

2 of 2

LEGAL DESCRIPTION

EXHIBIT C

PARCEL A:

LOT 1, CITY OF NORTH BEND SHORT PLAT No. PLN 2009-0026, RECORDED UNDER RECORDING No. 20100604900008, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN UNDIVIDED INTEREST IN "TRACT A" OF CITY OF NORTH BEND BOUNDARY LINE ADJUSTMENT PLN 2011-0082, RECORDED UNDER RECORDING No. 20111108900008, IN KING COUNTY, WASHINGTON,

TOGETHER WITH A 22 FOOT WIDE PRIVATE EASEMENT FOR ACCESS OVER A PORTION OF LOT 2 OF CITY OF NORTHBEND SHORT PLAT No. PLN 2009-026, RECORDED UNDER RECORDING No. 20100604900008, IN KING COUNTY, WASHINGTON, AS DELINEATED ON SAID SHORT PLAT.

PARCEL B:

LOT 2, CITY OF NORTH BEND SHORT PLAT No. PLN 2009-0026, RECORDED UNDER RECORDING No. 20100604900008, IN KING COUNTY, WASHINGTON;

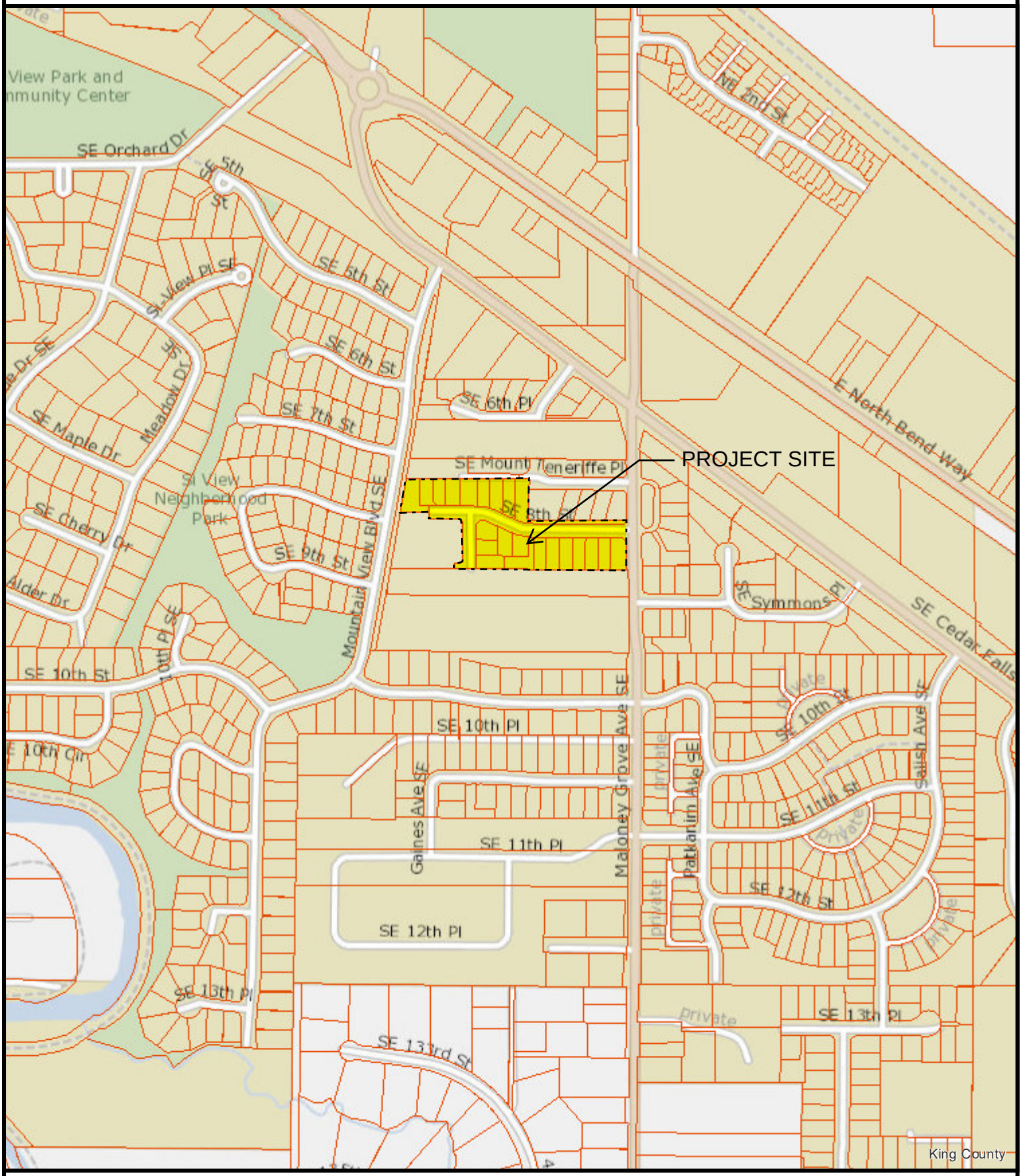
TOGETHER WITH AN UNDIVIDED INTEREST IN "TRACT A" OF CITY OF NORTH BEND BOUNDARY LINE ADJUSTMENT PLN 2011-0082, RECORDED UNDER RECORDING No. 20111108900008, IN KING COUNTY, WASHINGTON.

PARCEL C:

NEW LOT B, CITY OF NORTH BEND BOUNDARY LINE ADJUSTMENT No. PLN 2014-0143, RECORDED IN VOLUME 403, PAGES 15 THROUGH 17 OF SURVEYS, RECORDS OF KING COUNTY, WASHINGTON (RECORDING No. 2019042900008).

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Maloney Estates Vicinity Map



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Date: 4/29/2024 Notes:

N

King County

NORTH BEND
easy to reach. . .hard to leave

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-133	
Motion Authorizing Contract with Gray & Osborne, Inc. to Update City's Water System Plan	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
Cost Impact: $150,260	Finance – Martin Chaw	
Fund Source: Water Operations	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		

Attachments: Exhibit A – Scope of Work, Exhibit B - Fee

SUMMARY STATEMENT:

The most recent update to the City's Water System Plan was completed in December 2020 and was approved by Washington State Department of Health (DOH) on March 4, 2021. DOH approved the plan for a term of 5 years, as opposed to the allowed 10 years, largely due to the potential for adding the Sallal Wells as a water mitigation source.

Current and accurate Water System Plans are required by Washington State Law and are critical to the successful operation of a growing Group A water system. As the sole planning document for the water system, during development, all aspects of the water system are evaluated, including supply sources, distribution systems, storage quantities, fire protection ability, water quality, water use efficiency, source water protection, and operation and maintenance, including emergency response actions. Additionally, if deficiencies are found, recommended corrective actions are developed with planning level cost estimates. These estimates can be used to update water rates and GFCs to ensure adequate funding is being collected for future project needs.

With significant growth in the City occurring during the past decade and the impending Sallal interties (both potable and mitigation), now is the time to evaluate the water system to identify current and future deficiencies so that the City can start planning for any necessary upgrades to the water system.

Gray and Osborne, Inc. (G&O) has prepared numerous water system plans, including the City's current plan. They submitted a work scope and fee estimate in an amount not to exceed $150,260. Staff are confident G&O will prepare a plan meeting the requirements set forth in King County Code, the WACs, and that will meet the needs of the City.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the November 26, 2024 Transportation and Public Works Committee meeting and was recommended for approval and placement on Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB24-133, authorizing a contract with Gray & Osborne, Inc. to update the City's Water System Plan, in a form and content acceptable to the City Attorney, in an amount not to exceed $150,260.**

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
December 3, 2024		

EXHIBIT A

SCOPE OF WORK

CITY OF NORTH BEND
WATER SYSTEM PLAN UPDATE

Gray & Osborne proposes to complete the Water System Plan (WSP) Update for the City of North Bend. The WSP Update will be prepared to meet the requirements of WAC 246-290-100. The following Scope of Work was developed based on our understanding of the project. The Scope of Work has been broken into Milestones to identify intermediate deliverables. At each Milestone, the deliverable will be submitted for review and comment.

The last Plan was approved for a 5-year period in 2020. This Scope of Work assumes that the next WSP will be approved for the full 10-year planning period, as allowed by the Washington State Department of Health (DOH).

TASK 1 – PRE-PLAN MEETING WITH THE DOH

Attend the Pre-Plan Meeting with the DOH to determine their requirements for the WSP Update.

Milestone 1 – Data Collection, Planning, and Projections

Data Collection and Review

A. Develop a list of required information and submit it to the City staff.

B. Review information provided, including historical operating data and water consumption/production data.

C. Conduct an inspection of all water system facilities and meet with the North Bend Water Operations staff to discuss any issues of concern.

Chapter 1 – Description of Water System

A. Update the description of system ownership and management.

B. Update the inventory of existing facilities.

C. Prepare updated maps of the existing water system facilities and distribution system.

D. Review planning-related documents.

E. Identify and describe the existing Retail Water Service Area.

F. Identify and describe Service Area Agreements and policies.

G. Identify and describe the future Retail Water Service Area.

H. Update the discussion of codes and policies relating to management of the water system.

I. Update the description of the Service Area policies of the City of North Bend.

Chapter 2 – Basic Planning Data and Water Demand Forecasting

A. Quantify historical and current population, service connections, water consumption, water production, and non-revenue water.

B. Determine existing water needs and use by customer type, including average day, maximum day, and maximum instantaneous demands.

C. Determine the existing average day, maximum day, and maximum instantaneous demand for the Service Area.

D. To the extent feasible, estimate the distribution system leakage.

E. Describe the current intertie, interlocal agreement, and planning issues with the Sallal Water Association.

F. Develop projections for future population, water consumption, water production, and distribution system leakage for 10- and 20-year planning horizons, based upon historical trending and current City planning projections. Include a climate resilience element per WAC 246-290-100.

Milestone 2 – System Analysis, Conservation, and Water Rights

Chapter 3 – System Analysis

A. Performance and Design Criteria

1. Update the minimum performance and design criteria, as established by the DOH and the City of North Bend.

2. Update the description of how these criteria, standards, and policies will be applied to existing and future system components.

B. Water Quality Analysis

1. Summarize source water quality data from available test results.

2. Compare the water quality to Federal and State standards, and the water quality criteria developed in the performance and design criteria.

3. Review, assess, and describe the anticipated requirements of the Safe Drinking Water Act including existing and anticipated PFAs rules. Summarize the anticipated impacts to the water system.

4. Describe the water system's efforts to satisfy customer concerns and complaints about water quality.

C. System Analysis

1. Evaluate the condition and capacity of the existing water system facilities, including the following components.

   i. Source, including mitigation.

   ii. Treatment.

   iii. Storage.

   iv. Booster pumping.

2. Provide an evaluation of the sufficiency of the City's existing water rights.

3. Determine the capacity of the system in terms of equivalent residential units (ERUs).

4. Identify any current, or projected future deficiencies in the water system facilities.

5. Identify potential projects to address any deficiencies.

6. Evaluate the alternatives for addressing deficiencies.

D. Hydraulic Modeling and Distribution Analysis

1. Update current fire flow requirements.

2. Update the computerized hydraulic model of the water system, including field calibration.

3. Perform peak hour and fire flow analysis using current, 10-year, and 20-year demand projections.

4. Identify any current, or projected future hydraulic deficiencies in the water system facilities.

5. Assess the condition of the existing water main piping and identify and prioritize water main replacement projects based upon pipe condition.

6. Identify potential projects to address any deficiencies.

7. Evaluate the alternatives for addressing deficiencies.

E. Asset Management

1. System inventory and description (asset management).

2. List assets, including installation date and include the following.

i. Installation date.

ii. Life expectancy.

iii. Replacement costs.

iv. Analysis of criticality and level of service.

Chapter 4 – Water Use Efficiency Program, Water Right Analysis, System Reliability, and Interties

A. Conservation (Water Use Efficiency) Program

1. Describe the previous Water Use Efficiency Program and quantify the estimated water savings.

2. Identify the updated water use efficiency goals. Evaluate the appropriate measures for the system.

3. Estimate the impact of the updated program on future water demand.

4. Include current regulations requiring water-conserving appliances and fixtures, and the conservation impact on future water demand.

5. Evaluate the water reclamation opportunities.

B. Water Right Analysis, System Reliability, and Interties

1. Update the Water Right Self-Assessment.

2. Evaluate water supply reliability, including interties.

3. Identify any current, or projected future deficiencies in the water supply.

4. Identify potential projects to address any deficiencies.

5. Evaluate the alternatives for addressing deficiencies.

Milestone 3 – Source Protection, Operations Program, and Improvement Program

Chapter 5 – Source Water Protection

A. Watershed Protection Program

1. Confirm and/or update Watershed Protection Area boundaries for the City's Mount Si springs.

2. Update the description of land use and ownership within the Watershed Protection Areas.

3. Update the Watershed Control Program pursuant to current DOH guidelines.

4. Inventory conditions or activities in the Watershed Control Area that may adversely impact source water quality.

5. Update system operational protocol, including emergency provisions.

6. Describe the Monitoring Program used to assess watershed protection.

7. Provide recommendations for improved watershed control.

B. Wellhead Protection Program

1. Describe the Centennial Well Wellhead Protection Area and update any potential sources of contamination.

2. Describe the City's Monitoring Program and its ability to control activities within the Wellhead Area.

3. Recommendations for improved wellhead protection.

Chapter 6 – Distribution Facilities Design and Construction Standards

A. Summarize project review procedures.

B. Review and update the City's current design and construction standards.

C. Update the description of the City's policies and requirements for development by outside parties.

D. Update the description of the City's construction certification procedures.

Chapter 7 – Operation and Maintenance (O&M) Program

A. Review organization and certification.

B. Update the list of current personnel and responsibilities.

C. Review current certification requirements and DOH compliance status.

D. Update major system components and outline maintenance and responsible personnel.

E. Include current routine and preventive maintenance procedures provided by the City.

F. Reference the current DOH water quality monitoring schedule.

G. Reference the current DOH reporting requirements and public notification procedures.

H. Include an Updated Emergency Response Plan provided by the City.

I. Update the description of the Cross-Connection Control Program used by the City.

J. Update the description of the Customer Complaint Response Program used by the City.

K. Provide recommendations for operations improvements.

Chapter 8 – Water System Improvement Program

A. Develop a prioritized list of system deficiencies and needs, including capital improvements and operations and maintenance items.

B. Describe, assess, and justify detailed alternatives to correct system deficiencies and accommodate projected growth, including cost analyses.

C. Describe, assess, and justify detailed alternatives to correct system deficiencies related to condition of infrastructure, including cost analyses.

D. Identify O&M annual costs to be included in the Capital Improvement Plan (CIP) and financial planning, including valve replacement, AC main replacement, source meter replacement, and others.

E. Develop a Service Area map that details proposed improvement alternatives.

F. Identify a list of smaller projects, such as water distribution line projects, that could be accomplished by the City Water Department.

G. Prepare detailed engineering cost estimates for each system improvement.

H. Provide a CIP with projects scheduled in the 10-year and 20-year planning horizons.

Milestone 4 – Complete Draft Plan

Chapter 9 – Financial Program

A. Review the City's historical finances.

B. Project future revenue and expenses, including the CIP.

SEPA Checklist

A. Prepare a SEPA Checklist for the Water System Plan Update.

Other

A. Compile a complete Draft Plan, include appendices.

B. Distribute the Draft Plan to the City of North Bend, King County Utilities Technical Review Committee (RTRC), the DOH, and other affected agencies and groups. The DOH will submit the Plan to the Washington State Department of Ecology (Ecology).

C. Present the Draft Plan at a public meeting and record and respond to questions and comments.

D. Obtain consistency statements from the various planning agencies.

Milestone 5 – Complete Final Plan

A. Incorporate comments from various agencies in the final document.

B. Assemble the complete final document.

C. Distribute the final document.

DELIVERABLES

Project deliverables will include the following.

1. One electronic copy of deliverables for each Milestone (pdf version, Microsoft Word, and Excel files).

2. One electronic copy of the Draft Plan (pdf version, Microsoft Word and Excel files).

3. Two hard copies of the Final Plan and an electronic version (pdf version, Microsoft Word, and Excel files).

ASSUMPTIONS

This Scope of Work assumes the following.

1. No substantive changes from the *2020 Water System Plan* are anticipated for Chapter 6 – Distribution Facilities Design and Construction Standards and for Chapter 7 – Operation and Maintenance.

2. The *Source Water Protection Plan* (Wellhead Protection) has been prepared by Golder Associates, Inc.

3. Four meetings for two Gray & Osborne staff at the City are assumed, plus the virtual DOH pre-planning meeting.

ANTICIPATED SCHEDULE

Notice to Proceed	January 2025
Pre-Plan Meeting with the DOH	January 2025
Obtain System Data from North Bend	February 2025
Submit Milestone 1	April 2025
Submit Milestone 2	May 2025
Submit Milestone 3	June 2025
Submit Milestone 4 (Draft to the DOH)	July 2025
SEPA Advertisement and Determination	July 2025
DOH 90-Day Comment Period Ends	October 2025
Submit Revised Plan	November 2025
Adopt Final Plan	January 2026

EXHIBIT B

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of North Bend - Water System Plan Update

Tasks	Principal Hours	Project Manager Hours	Civil Engineer Hours	GIS Technician Hours
1 Pre-Plan Meeting with the Washington State Department of Health	2	2	4	
Milestone 1				
Data Collection and Review	1	4	16	
Chapter 1 - Description of Water System	2	2	16	12
Chapter 2 - Basic Planning Data and Water Demand Forecasting	2	24	48	
Milestone 2				
Chapter 3 - System Analysis/Asset Management	8	32	100	24
Chapter 4 - Water Use Efficiency Program, Water Right Analysis, System Reliability and Interties	1	4	16	
Milestone 3				
Chapter 5 - Source Water Protection	1	4	4	
Chapter 6 - Distribution Facilities Design and Construction Standards	1	4	4	
Chapter 7 - Operation and Maintenance Program	2	4	8	
Chapter 8 - Water System Improvement Program	4	12	24	12
Chapter 9 - Financial Analysis	2	16	24	
Milestone 4				
SEPA Checklist		2	4	
Assemble Appendix Items		4	24	4
Complete Draft Plan	1	4	16	4
Distribute Draft Plan to Agencies and Obtain Consistency Statements	4	40	64	
Milestone 5				
Complete Final Plan	2	12	32	4
Quality Assurance/Quality Control	8	8	8	
Meetings		16	16	
Hour Estimate:	41	194	428	60
Fully Burdened Billing Rate Range:*	$165 to $265	$148 to $265	$115 to $190	$65 to $180
Estimated Fully Burdened Billing Rate:*	$260	$255	$185	$150
Fully Burdened Labor Cost:	$10,660	$49,470	$79,180	$9,000

Total Fully Burdened Labor Cost:	$ 148,310
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ $0.67/mile)	$ 600
Printing	$ 1,350
TOTAL ESTIMATED COST:	**$ 150,260**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-134	
Motion Authorizing Change Order No. 1 with Rainier Asphalt Sealing, LLC for the 2024 Sidewalk Gaps Project	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
Cost Impact: Not to Exceed $80,000	Finance – Martin Chaw	
Fund Source: TIB Grant for $68,000 and local match for $12,000 covered by Transportation Impact Fee funds	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		

Attachments: Estimated Quantity Adjustments

SUMMARY STATEMENT:

On June 4, 2024, the City Council awarded the 2024 Sidewalk Gaps Project ("Project") contract to the responsible bidder with the lowest responsive bid, Rainier Asphalt Sealing, LLC. The City issued the notice to proceed for construction on July 1, 2024, with 90 working days allowed in the contract. The Project should be substantially complete by the end of 2024. During the course of construction, there were several quantity adjustments in response to unforeseen field conditions and corresponding engineering design changes. The Project is comprised of the following schedules with a description of the major changes below:

• East North Bend Way sidewalk from Snoqualmie Valley Trail to Tanner Road
Existing concrete panel depth below the North Bend Way pavement was higher than the design team anticipated which led to raising the curb elevations in order to maintain proper drainage slope across the pavement sections. This change resulted in more crushed rock being needed to raise the curb and sidewalk elevations. This change was an increase of approximately $47,000. This in addition to other quantity adjustments led to a total cost **increase** of approximately $61,000.

• Cedar Falls Way sidewalk from Mt. Teneriffe Drive to Mt. View Blvd.
During excavation for the joint utility trench, it was determined the existing trench material was unsuitable for backfill so this material was hauled away and the joint utility trench was backfilled with crushed rock. This, in addition to other quantity adjustments, led to a cost **increase** of approximately $22,000.

• Orchard Drive sidewalk across on opposite side of street from Si View Park
During excavation for the joint utility trench, it was determined the existing trench material was unsuitable for backfill so this material was hauled away and the joint utility trench was backfilled with crushed rock. This, in addition to other quantity adjustments, led to a cost **increase** of approximately $40,000.

• SE 140th Street sidewalk from East North Bend Way to Tanner Falls Subdivision frontage
After preliminary excavation occurred on SE 140th Street, it was determined a full depth reconstruction of the roadway was unnecessary as the existing base was adequate. This resulted in less crushed rock and pavement being used. This, in addition to other quantity adjustments, led to a cost **decrease** of approximately $43,000.

In total, the change order cost is approximately $80,000. Exact cost will be based on final quantities. The additional cost will be covered 85% ($68k) by the Transportation Improvement Board ("TIB") grant and 15% ($12k) by local transportation impact fee funds.

City Council Agenda Bill

City staff recommend Change Order No. 1 be approved.
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the November 26th, 2024 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.
RECOMMENDED ACTION: **MOTION to approve AB24-134, authorizing Change Order No. 1 with Rainier Asphalt Sealing, LLC for the 2024 Sidewalk Gaps Project, in a form and content acceptable to the City Attorney, in an amount not to exceed $80,000.**

RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
December 3, 2024		

OWNER & PROJECT:
City of North Bend
2024 Sidewalk Gaps Project

CONTRACTOR:
Ranier Asphalt Sealing, LLC

ITEM NO.	SITE 3: NORTH BEND WAY ITEM DESCRIPTION	UNIT	ESTIMATED CONTRACT QUANTITIES BID PRICE	QUANT.	AMOUNT	PREVIOUSLY APPROVED QUANT.	AMOUNT	TOTAL THIS REQUEST QUANT.	AMOUNT	TOTAL TO DATE QUANT.	AMOUNT
1	Minor Changes (SP 1-04.4(1))	CALC	$5,000.00	1	$5,000.00		$8,013.01	0.00	0	-	$8,013.01
2	Roadway Surveying (SP 1-05.4)	LS	$7,500.00	1	$7,500.00	1.00	$7,500.00	0.00	$0.00	1.00	$7,500.00
3	Record Drawings (min $1000) (SP 1-05.18)	LS	$1,000.00	1	$1,000.00	1.00	$1,000.00	0.00	$0.00	1.00	$1,000.00
4	SPCC Plan (SS 1-07.15(1))	LS	$500.00	1	$500.00	1.00	$500.00	0.00	$0.00	1.00	$500.00
5	Mobilization, Cleanup, and Demobilization (SP 1-09.7)	LS	$15,000.00	1	$15,000.00	1.00	$15,000.00	0.00	$0.00	1.00	$15,000.00
6	Project Temporary Traffic Control (SP 1-10.5))	LS	$15,000.00	1	$15,000.00	1.00	$15,000.00	0.00	$0.00	1.00	$15,000.00
7	Clearing and Grubbing (SP 2-01.5)	LS	$7,000.00	1	$7,000.00	1.00	$7,000.00	0.00	$0.00	1.00	$7,000.00
8	Removal of Structures and Obstructions (SP 2-02.5)	LS	$12,500.00	1	$12,500.00	1.00	$12,500.00	0.00	$0.00	1.00	$12,500.00
9	Sawcutting (SP 2-02.5)	LF	$2.50	1420	$3,550.00	1,362.00	$3,405.00	0.00	$0.00	1,362.00	$3,405.00
10	Sawcutting, North Bend Way Concrete Panels (SP 2-02.5)	LF	$5.00	450	$2,250.00	445.00	$2,225.00	0.00	$0.00	445.00	$2,225.00
11	Crushed Surfacing Top Course (SS 4-04.5)	TON	$110.00	239	$26,290.00	669.28	$73,620.80	0.00	$0.00	669.28	$73,620.80
12	Planing Bituminous Pavement (SS 5-04.5)	SY	$3.00	2400	$7,200.00	2,633.00	$7,899.00	0.00	$0.00	2,633.00	$7,899.00
13	HMA for Pavement Repair (SP 5-04.4)	TON	$250.00	59	$14,750.00	87.50	$21,875.00	0.00	$0.00	87.50	$21,875.00
14	HMA for Pavement Overlay (SP 5-04.4)	TON	$250.00	230	$57,500.00	325.44	$81,360.00	0.00	$0.00	325.44	$81,360.00
15	Ductile Iron Storm Pipe, 12 In. Diam. (SP 7-04.5)	LF	$75.00	194	$14,550.00	17.00	$1,275.00	0.00	$0.00	17.00	$1,275.00
16	Adjust Manhole (SP 7-05.4)	EA	$750.00	4	$3,000.00	3.00	$2,250.00	0.00	$0.00	3.00	$2,250.00
17	Catch Basin Type 1 (SS 7-05.5)	EA	$4,000.00	1	$4,000.00	0.00	$0.00	0.00	$0.00	0.00	$0.00
18	Catch Basin Type 2 48 in. Diam (SS 7-05.5)	EA	$4,000.00	1	$4,000.00	0.00	$0.00	0.00	$0.00	0.00	$0.00
19	Catch Basin Type 2 48 in. Diam Drywell (SP 7-05.5)	EA	$4,000.00	1	$4,000.00	2.00	$8,000.00	0.00	$0.00	2.00	$8,000.00
20	Concrete Inlet (SS 7-05.5)	EA	$600.00	2	$1,200.00	1.00	$600.00	0.00	$0.00	1.00	$600.00
21	Connection to Existing Drainage Structure (SS 7-05.5)	EA	$1,250.00	1	$1,250.00	1.00	$1,250.00	0.00	$0.00	1.00	$1,250.00
22	Inlet Protection (SP 8-01.5)	EA	$50.00	2	$100.00	2.00	$100.00	0.00	$0.00	2.00	$100.00
23	Property Restoration (SP 8-02.5)	LS	$7,500.00	1	$7,500.00	1.00	$7,500.00	0.00	$0.00	1.00	$7,500.00
24	Planter Strip Bioswale (SP 8-02.5)	SY	$40.00	40	$1,600.00	33.78	$1,351.20	0.00	$0.00	33.78	$1,351.20
25	Sod Installation (SS 8-02.5)	SY	$30.00	110	$3,300.00	110.00	$3,300.00	0.00	$0.00	110.00	$3,300.00
26	Cement Conc. Curb and Gutter (SP 8-04.5)	LF	$50.00	780	$39,000.00	773.00	$38,650.00	0.00	$0.00	773.00	$38,650.00
27	Beam Guardrail Type 31 (SS 8-11.5)	LF	$63.00	520	$32,760.00	520.00	$32,760.00	0.00	$0.00	520.00	$32,760.00
28	Beam Guardrail Type 31 Buried Terminal Type 2 (SS 8-11.5)	LF	$300.00	20	$6,000.00	6.00	$1,800.00	0.00	$0.00	6.00	$1,800.00
29	Beam Guardrail Anchor Type 11 (SS 8-11.5)	EA	$2,000.00	1	$2,000.00	1.00	$2,000.00	0.00	$0.00	1.00	$2,000.00
30	Removing Guardrail (SS 8-11.5)	LF	$10.00	576	$5,760.00	576.00	$5,760.00	0.00	$0.00	576.00	$5,760.00
31	Relocate Split Rail Fence (SP 8-12.5)	LF	$10.00	174	$1,740.00	174.00	$1,740.00	0.00	$0.00	174.00	$1,740.00
32	Cement Conc. Sidewalk (SP 8-14.5)	SY	$110.00	690	$75,900.00	665.22	$73,174.20	0.00	$0.00	665.22	$73,174.20
33	Cement Conc. Curb Ramp Type Perpendicular (SS 8-14.5)	EA	$2,800.00	2	$5,600.00	2.00	$5,600.00	0.00	$0.00	2.00	$5,600.00
34	Permanent Signing (SP 8-21.5)	LS	$962.50	1	$962.50	1.00	$962.50	0.00	$0.00	1.00	$962.50
35	Paint Line (SP 8-22.5)	LF	$2.75	2450	$6,737.50	2,896.00	$7,964.00	0.00	$0.00	2,896.00	$7,964.00
36	Plastic Crosswalk Line (SP 8-22.5)	SF	$16.50	90	$1,485.00	113.33	$1,869.95	0.00	$0.00	113.33	$1,869.95
37	Plastic Stop Line (SP 8-22.5)	LF	$22.00	22	$484.00	46.00	$1,012.00	0.00	$0.00	46.00	$1,012.00
38	Transverse Rumble Strips (SP 8-22.5)	EA	$1,045.00	1	$1,045.00	1.00	$1,045.00	0.00	$0.00	1.00	$1,045.00
39	Remove Pavement Marking (SP 8-22.5)	LS	$8,250.00	1	$8,250.00	1.00	$8,250.00	0.00	$0.00	1.00	$8,250.00
			SUBTOTAL		$407,264.00		$465,111.66		$0.00		$465,111.66
			CHANGE ORDER TOTAL		$0.00		$0.00		$0.00		$0.00
			TOTALS		$407,264.00		$465,111.66		$0.00		$465,111.66

OWNER & PROJECT:
City of North Bend
2024 Sidewalk Gaps Project

CONTRACTOR:
Ranier Asphalt Sealing, LLC

ITEM NO.	**SITE 2: CEDAR FALLS WAY** ITEM DESCRIPTION	UNIT	ESTIMATED CONTRACT QUANTITIES BID PRICE	QUANT.	AMOUNT	PREVIOUSLY APPROVED QUANT.	AMOUNT	TOTAL THIS REQUEST QUANT.	AMOUNT	TOTAL TO DATE QUANT.	AMOUNT
1	Minor Changes (SP 1-04.4(1))	CALC	$5,000.00	1	$5,000.00	0.04	$186.45	0.00	$0.00	0.04	$186.45
2	Roadway Surveying (SP 1-05.4)	LS	$5,000.00	1	$5,000.00	1.00	$5,000.00	0.00	$0.00	1.00	$5,000.00
3	Record Drawings (min $1000) (SP 1-05.18)	LS	$1,000.00	1	$1,000.00	1.00	$1,000.00	0.00	$0.00	1.00	$1,000.00
4	SPCC Plan (SS 1-07.15(1))	LS	$500.00	1	$500.00	1.00	$500.00	0.00	$0.00	1.00	$500.00
5	Mobilization, Cleanup, and Demobilization (SP 1-09.7)	LS	$15,000.00	1	$15,000.00	1.00	$15,000.00	0.00	$0.00	1.00	$15,000.00
6	Project Temporary Traffic Control (SP 1-10.5))	LS	$7,500.00	1	$7,500.00	1.00	$7,500.00	0.00	$0.00	1.00	$7,500.00
7	Clearing and Grubbing (SP 2-01.5)	LS	$20,000.00	1	$20,000.00	1.00	$20,000.00	0.00	$0.00	1.00	$20,000.00
8	Removal of Structures and Obstructions (SP 2-02.5)	LS	$10,000.00	1	$10,000.00	1.00	$10,000.00	0.00	$0.00	1.00	$10,000.00
9	Sawcutting (SP 2-02.5)	LF	$2.50	640	$1,600.00	672.00	$1,680.00	0.00	$0.00	672.00	$1,680.00
10	Crushed Surfacing Top Course (SS 4-04.5)	TON	$110.00	148	$16,280.00	453.93	$49,932.30	0.00	$0.00	453.93	$49,932.30
11	HMA for Pavement Repair (SP 5-04.4)	TON	$250.00	25	$6,250.00	31.75	$7,937.50	0.00	$0.00	31.75	$7,937.50
12	Ductile Iron Storm Pipe, 12 In. Diam. (SP 7-04.5)	LF	$75.00	102	$7,650.00	70.00	$5,250.00	0.00	$0.00	70.00	$5,250.00
13	Catch Basin Type 1L (SS 7-05.5)	EA	$4,000.00	1	$4,000.00	1.00	$4,000.00	0.00	$0.00	1.00	$4,000.00
14	Connection to Existing Drainage Structure (SS 7-05.5)	EA	$1,250.00	1	$1,250.00	1.00	$1,250.00	0.00	$0.00	1.00	$1,250.00
15	Inlet Protection (SP 8-01.5)	EA	$50.00	3	$150.00	3.00	$150.00	0.00	$0.00	3.00	$150.00
16	Property Restoration (SP 8-02.5)	LS	$5,000.00	1	$5,000.00	1.00	$5,000.00		$0.00	1.00	$5,000.00
17	Planter Strip Bioswale (SP 8-02.5)	SY	$40.00	380	$15,200.00	372.00	$14,880.00	0.00	$0.00	372.00	$14,880.00
18	Cement Conc. Curb and Gutter (SP 8-04.5)	LF	$50.00	160	$8,000.00	217.00	$10,850.00	0.00	$0.00	217.00	$10,850.00
19	Cement Conc. Curb and Gutter with Curb Cuts (SP 8-04.5	LF	$50.00	450	$22,500.00	393.00	$19,650.00	0.00	$0.00	393.00	$19,650.00
20	Cement Conc. Driveway Entrance Type 3 (SS 8-06.5)	SY	$125.00	54	$6,750.00	64.42	$8,052.50	0.00	$0.00	64.42	$8,052.50
21	Cement Conc. Sidewalk (SP 8-14.5)	SY	$110.00	420	$46,200.00	420.00	$46,200.00	0.00	$0.00	420.00	$46,200.00
22	Cement Conc. Curb Ramp Type Perpendicular (SS 8-14.5	EA	$2,800.00	2	$5,600.00	2.00	$5,600.00	0.00	$0.00	2.00	$5,600.00
23	Quarry Spalls (SP 8-15.5)	TON	$200.00	5	$1,000.00	9.38	$1,876.00	0.00	$0.00	9.38	$1,876.00
24	Mailbox Support, Type 2 (SS 8-18.5)	EA	$300.00	3	$900.00	3.00	$900.00	0.00	$0.00	3.00	$900.00
25	Joint Utility Trench System, Complete (SP 8-20.5)	LS	$15,000.00	1	$15,000.00	1.00	$15,000.00	0.00	$0.00	1.00	$15,000.00
26	Permanent Signing (SP 8-21.5)	LS	$1,925.00	1	$1,925.00	1.00	$1,925.00	0.00	$0.00	1.00	$1,925.00
27	Paint Line (SP 8-22.4)	LF	$2.75	1140	$3,135.00	0.00	$0.00	0.00	$0.00	0.00	$0.00
28	Plastic Crosswalk Line (SP 8-22.4)	SF	$16.50	110	$1,815.00	0.00	$0.00	0.00	$0.00	0.00	$0.00
29	Plastic Stop Line (SP 8-22.4)	LF	$22.00	20	$440.00	0.00	$0.00	0.00	$0.00	0.00	$0.00
30	Painted Crosshatch Marking (SP 8-22.4)	LF	$3.85	550	$2,117.50	0.00	$0.00	0.00	$0.00	0.00	$0.00
31	Plastic Bicycle Lane Symbol (SS 8-22.5)	LS	$412.50	1	$412.50	0.00	$0.00	0.00	$0.00	0.00	$0.00
32	Plastic Traffic Arrow (SS 8-22.5)	LS	$220.00	1	$220.00	0.00	$0.00	0.00	$0.00	0.00	$0.00
33	Remove Pavement Marking (SP 8-22.5)	LS	$8,250.00	1	$8,250.00	1.00	$8,250.00	0.00	$0.00	1.00	$8,250.00
			SUBTOTAL		$245,645.00	$267,569.75		$0.00		$267,569.75	
			CHANGE ORDER TOTAL		$0.00	$0.00		$0.00		$0.00	
			TOTALS		$245,645.00	$267,569.75		$0.00		$267,569.75	

Agenda Home

OWNER & PROJECT:
City of North Bend
2024 Sidewalk Gaps Project

CONTRACTOR:
Ranier Asphalt Sealing, LLC

ITEM NO.	**SITE 1: SE ORCHARD DRIVE** ITEM DESCRIPTION	UNIT	ESTIMATED CONTRACT QUANTITIES BID PRICE	QUANT.	AMOUNT	PREVIOUSLY APPROVED QUANT.	AMOUNT	TOTAL THIS REQUEST QUANT.	AMOUNT	TOTAL TO DATE QUANT.	AMOUNT
1	Minor Changes (SP 1-04.4(1))	CALC	$5,000.00	1	$5,000.00	0.00	$0.00	0.00	$14,120.00	0.00	$14,120.00
2	Roadway Surveying (SP 1-05.4)	LS	$12,000.00	1	$12,000.00	1.00	$12,000.00	0.00	$0.00	1.00	$12,000.00
3	Record Drawings (min $1000) (SP 1-05.18)	LS	$1,000.00	1	$1,000.00	1.00	$1,000.00	0.00	$0.00	1.00	$1,000.00
4	SPCC Plan (SS 1-07.15(1))	LS	$500.00	1	$500.00	1.00	$500.00	0.00	$0.00	1.00	$500.00
5	Mobilization, Cleanup, and Demobilization (SP 1-09.7)	LS	$20,000.00	1	$20,000.00	1.00	$20,000.00	0.00	$0.00	1.00	$20,000.00
6	Project Temporary Traffic Control (SP 1-10.5))	LS	$10,000.00	1	$10,000.00	1.00	$10,000.00	0.00	$0.00	1.00	$10,000.00
7	Clearing and Grubbing (SP 2-01.5)	LS	$40,000.00	1	$40,000.00	1.00	$40,000.00	0.00	$0.00	1.00	$40,000.00
8	Removal of Structures and Obstructions (SP 2-02.5)	LS	$15,000.00	1	$15,000.00	1.00	$15,000.00	0.00	$0.00	1.00	$15,000.00
9	Sawcutting (SP 2-02.5)	LF	$2.50	1070	$2,675.00	1,270.00	$3,175.00	0.00	$0.00	1,270.00	$3,175.00
10	Crushed Surfacing Top Course (SS 4-04.5)	TON	$105.00	422	$44,310.00	375.00	$39,375.00	0.00	$0.00	775.00	$81,375.00
11	HMA for Pavement Repair (SP 5-04.4)	TON	$225.00	250	$56,250.00	225.00	$50,625.00	0.00	$0.00	225.00	$50,625.00
12	Ductile Iron Storm Pipe, 12 In. Diam. (SP 7-04.5)	LF	$65.00	166	$10,790.00	180.00	$11,700.00	0.00	$0.00	180.00	$11,700.00
13	Adjust Manhole (SP 7-05.4)	EA	$750.00	1	$750.00	1.00	$750.00	0.00	$0.00	1.00	$750.00
14	Concrete Inlet (SS 7-05.5)	EA	$600.00	5	$3,000.00	5.00	$3,000.00	0.00	$0.00	5.00	$3,000.00
15	Catch Basin Type 1L (SS 7-05.5)	EA	$4,000.00	1	$4,000.00	1.00	$4,000.00	0.00	$0.00	1.00	$4,000.00
16	Connection to Existing Drainage Structure (SS 7-05.5)	EA	$1,200.00	2	$2,400.00	2.00	$2,400.00	0.00	$0.00	2.00	$2,400.00
17	Manhole 48" Diam. Type 2 (SS 7-05.5)	EA	$4,500.00	2	$9,000.00	2.00	$9,000.00	0.00	$0.00	2.00	$9,000.00
18	Hydrant Assembly (SP 7-14.5)	EA	$3,000.00	1	$3,000.00	0.00	$0.00	0.00	$0.00	0.00	$0.00
19	PVC Sanitary Sewer Pipe 8 in. Diam. (SP 7-17.5)	LF	$50.00	113	$5,650.00	113.00	$5,650.00	0.00	$0.00	113.00	$5,650.00
20	Side Sewer (SP 7-18.5)	EA	$1,100.00	5	$5,500.00	5.00	$5,500.00	0.00	$0.00	5.00	$5,500.00
21	Inlet Protection (SP 8-01.5)	EA	$50.00	8	$400.00	10.00	$500.00	0.00	$0.00	10.00	$500.00
22	Property Restoration (SP 8-02.5)	LS	$6,000.00	1	$6,000.00	1.00	$6,000.00	0.00	$0.00	1.00	$6,000.00
23	Planter Strip Bioswale (SP 8-02.5)	SY	$40.00	460	$18,400.00	460.00	$18,400.00	0.00	$0.00	460.00	$18,400.00
24	Cement Conc. Curb and Gutter (SP 8-04.5)	LF	$45.00	190	$8,550.00	185.00	$8,325.00	0.00	$0.00	185.00	$8,325.00
25	Cement Conc. Curb and Gutter with Curb Cuts (SP 8-04.5)	LF	$45.00	800	$36,000.00	800.00	$36,000.00	0.00	$0.00	800.00	$36,000.00
26	Cement Conc. Driveway Entrance Type 3 (SS 8-06.5)	SY	$120.00	16	$1,920.00	20.00	$2,400.00	0.00	$0.00	20.00	$2,400.00
27	Wood Fence (SP 8-12.5)	LF	$70.00	48	$3,360.00	48.00	$3,360.00	0.00	$0.00	48.00	$3,360.00
28	Cement Conc. Sidewalk (SP 8-14.5)	SY	$105.00	400	$42,000.00	400.00	$42,000.00	0.00	$0.00	400.00	$42,000.00
29	Cement Conc. Curb Ramp Type Perpendicular (SS 8-14.5)	EA	$2,800.00	6	$16,800.00	6.00	$16,800.00	0.00	$0.00	6.00	$16,800.00
30	Cement Conc. Curb Ramp Type Directional (SS 8-14.5)	EA	$3,500.00	1	$3,500.00	1.00	$3,500.00	0.00	$0.00	1.00	$3,500.00
31	Mailbox Support, Type 2 (SS 8-18.5)	EA	$300.00	1	$300.00	2.00	$600.00	0.00	$0.00	2.00	$600.00
32	Joint Utility Trench System, Complete (SP 8-20.5)	LS	$25,000.00	1	$25,000.00	1.00	$25,000.00	0.00	$0.00	1.00	$25,000.00
33	Permanent Signing (SP 8-21.5)	LS	$3,025.00	1	$3,025.00	1.00	$3,025.00	0.00	$0.00	1.00	$3,025.00
34	Paint Line (SP 8-22.4)	LF	$2.75	830	$2,282.50	830.00	$2,282.50	0.00	$0.00	830.00	$2,282.50
35	Plastic Crosswalk Line (SP 8-22.4)	SF	$16.50	270	$4,455.00	270.00	$4,455.00	0.00	$0.00	270.00	$4,455.00
36	Plastic Stop Line (SP 8-22.4)	LF	$22.00	50	$1,100.00	50.00	$1,100.00	0.00	$0.00	50.00	$1,100.00
37	Painted Crosshatch Marking (SP 8-22.4)	LF	$3.85	120	$462.00	120.00	$462.00	0.00	$0.00	120.00	$462.00
			SUBTOTAL		$424,379.50	$407,884.50		$14,120.00		$464,004.50	
			CHANGE ORDER TOTAL		$0.00	$0.00		$0.00		$0.00	
			TOTALS		$424,379.50	$407,884.50		$14,120.00		$464,004.50	

Agenda Home

OWNER & PROJECT:
City of North Bend
2024 Sidewalk Gaps Project

CONTRACTOR:
Ranier Asphalt Sealing, LLC

ITEM NO.	SITE 4: SE 140TH STREET ITEM DESCRIPTION	UNIT	ESTIMATED CONTRACT QUANTITIES BID PRICE	QUANT.	AMOUNT	PREVIOUSLY APPROVED QUANT.	AMOUNT	TOTAL THIS REQUEST QUANT.	AMOUNT	TOTAL TO DATE QUANT.	AMOUNT
1	Minor Changes (SP 1-04.4(1))	CALC	$5,000.00	1	$5,000.00	0.00	$0.00	0.00	$0.00	0.00	$0.00
2	Roadway Surveying (SP 1-05.4)	LS	$8,550.00	1	$8,550.00	1.00	$8,550.00	0.00	$0.00	1.00	$8,550.00
3	Record Drawings (min $1000) (SP 1-05.18)	LS	$1,000.00	1	$1,000.00	1.00	$1,000.00	0.00	$0.00	1.00	$1,000.00
4	SPCC Plan (SS 1-07.15(1))	LS	$500.00	1	$500.00	1.00	$500.00	0.00	$0.00	1.00	$500.00
5	Mobilization, Cleanup, and Demobilization (SP 1-09.7)	LS	$12,000.00	1	$12,000.00	1.00	$12,000.00	0.00	$0.00	1.00	$12,000.00
6	Project Temporary Traffic Control (SP 1-10.5))	LS	$15,000.00	1	$15,000.00	1.00	$15,000.00	0.00	$0.00	1.00	$15,000.00
7	Clearing and Grubbing (SP 2-01.5)	LS	$17,500.00	1	$17,500.00	1.00	$17,500.00	0.00	$0.00	1.00	$17,500.00
8	Removal of Structures and Obstructions (SP 2-02.5)	LS	$10,000.00	1	$10,000.00	1.00	$10,000.00	0.00	$0.00	1.00	$10,000.00
9	Sawcutting (SP 2-02.5)	LF	$2.50	990	$2,475.00	343.00	$857.50	0.00	$0.00	343.00	$857.50
10	Crushed Surfacing Top Course (SS 4-04.5)	TON	$110.00	270	$29,700.00	170.60	$18,766.00	0.00	$0.00	170.60	$18,766.00
11	HMA for Pavement Repair (SP 5-04.4)	TON	$250.00	170	$42,500.00	69.14	$17,285.00	0.00	$0.00	69.14	$17,285.00
12	Ductile Iron Storm Pipe, 12 In. Diam. (SP 7-04.5)	SY	$75.00	122	$9,150.00	120.00	$9,000.00	0.00	$0.00	120.00	$9,000.00
13	Catch Basin Type 1 (SS 7-05.5)	TON	$4,000.00	2	$8,000.00	2.00	$8,000.00	0.00	$0.00	2.00	$8,000.00
14	Inlet Protection (SP 8-01.5)	TON	$50.00	2	$100.00	2.00	$100.00	0.00	$0.00	2.00	$100.00
15	Property Restoration (SP 8-02.5)	LF	$5,000.00	1	$5,000.00	1.00	$5,000.00	0.00	$0.00	1.00	$5,000.00
16	Cement Conc. Curb and Gutter (SP 8-04.5)	EA	$50.00	420	$21,000.00	411.00	$20,550.00	0.00	$0.00	411.00	$20,550.00
17	Cement Conc. Driveway Entrance Type 3 (SS 8-06.5)	SY	$125.00	11	$1,375.00	0.00	$0.00	0.00	$0.00	0.00	$0.00
18	Quarry Spalls (SP 8-15.5)	EA	$200.00	1	$200.00	16.25	$3,250.00	0.00	$0.00	16.25	$3,250.00
19	Cement Conc. Sidewalk (SP 8-14.5)	EA	$110.00	230	$25,300.00	219.00	$24,090.00	0.00	$0.00	219.00	$24,090.00
20	Cement Conc. Curb Ramp Type Perpendicular (SS 8-14.5)	EA	$2,800.00	1	$2,800.00	1.00	$2,800.00	0.00	$0.00	1.00	$2,800.00
21	Permanent Signing (SP 8-21.5)	EA	$5,225.00	1	$5,225.00	1.00	$5,225.00	0.00	$0.00	1.00	$5,225.00
22	Paint Line (SP 8-22.4)	EA	$2.75	1450	$3,987.50	1,225.00	$3,368.75	0.00	$0.00	1,225.00	$3,368.75
23	Plastic Stop Line (SP 8-22.4)	LS	$22.00	15	$330.00	19.50	$429.00	0.00	$0.00	19.50	$429.00
24	Remove Pavement Marking (SP 8-22.5)	SY	$10,000.00	1	$10,000.00	1.00	$10,000.00	0.00	$0.00	1.00	$10,000.00
			SUBTOTAL		$236,692.50	$193,271.25		$0.00		$193,271.25	
			CHANGE ORDER TOTAL		$0.00	$0.00		$0.00		$0.00	
			TOTALS		$236,692.50	$193,271.25		$0.00		$193,271.25	

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-135	
Motion Approving Schedule 74 Agreement with PSE for the 2024 Sidewalk Gaps Project (Orchard Drive)	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
Cost Impact: $66,394.67	Finance – Martin Chaw	
Fund Source: Transportation Impact Funds	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		

Attachments: Schedule 74 Agreement (Attachment A), Facility Conversion/Modification Billing Detail (Attachment B), Schedule 74 OH to UG Conversion Construction Plans (Attachment C)

SUMMARY STATEMENT:

As part of the City of North Bend's 2024 Sidewalk Gaps Capital Project, the City undergrounded the power and communication lines along Orchard Drive from SE 5th Street to Meadow Drive. The City worked concurrently with Puget Sound Energy (PSE) to prepare overhead to underground conversion plans that supplemented the project civil construction plans.

The City has been working with PSE for the past several months and received the final Schedule 74 Agreement (Attachment A which provides for a 60/40 (PSE and City respectively)) split in all costs for the overhead to underground conversion work. The Facility Conversion / Modification Billing Detail (Attachment B) details the final costs associated with the project. The bill provided by PSE for design costs is $11,382 and PSE construction cost is $201,548.55 for which the City is required to pay 40% ($85,172.27). PSE is also providing a credit for the Duct and Vault installation previously paid for by the City in the amount of $18,777.60. Therefore, the total billable PSE cost to the City of North Bend is $66,394.67.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the November 26th, 2024 Transportation and Public Works Committee meeting and was recommended for approval and placement on Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB24-135, approving Schedule 74 Agreement with PSE for the 2024 Sidewalk Gaps Capital Project (Orchard Drive), in a form and content acceptable to the City Attorney, an amount not to exceed $66,394.67.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 3, 2024		

SCHEDULE 74 UNDERGROUND CONVERSION

Project Construction Agreement

Project Name: 2024 Sidewalk Gaps/Multiple City Street Improvement
Project Number: 101172981

THIS Agreement, dated as of this 29 day of October, 2024, is made by and between the City of North Bend, WA, a municipal corporation (the “Government Entity”), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the “Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy, and pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity has determined that it is necessary to replace the existing overhead electric distribution system within the area specified in the Project Plan (as defined below) (the "Conversion Area") with a comparable underground electric distribution system, all as more specifically described in the Project Plan (the "Conversion Project").

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of M (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the completion of the Conversion Project, which both parties intend shall qualify as an underground conversion under the terms of Schedule 74.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

(a) Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement, including, without limitation, the following:

i) Cost of Conversion;
ii) Public Thoroughfare;
iii) Temporary Service;
iv) Trenching and Restoration;
v) Underground Distribution System; and
vi) Underground Service Lines.

(b) “Company-Initiated Upgrade” shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, a "comparable" system shall include, unless the Parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less)

of such diameter and number as may be specified and agreed upon in the Project Plan necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

(c) "Estimated Reimbursable Private Conversion Costs" shall mean the Company's good faith estimate of the Reimbursable Private Conversion Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(d) "Estimated Reimbursable Temporary Service Costs" shall mean the Company's good faith estimate of the Reimbursable Temporary Service Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(e) "Estimated Reimbursable Upgrade Costs" shall mean the Company's good faith estimate of the Reimbursable Upgrade Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(f) "Estimated Shared Company Costs" shall mean the Company's good faith estimate of the Shared Company Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(g) "Estimated Shared Government Costs" shall mean the Government Entity's good faith estimate of the Shared Government Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(h) "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

(i) "Party" shall mean either the Company, the Government Entity, or both.

(j) "Private Property Conversion" shall mean that portion, if any, of the Conversion Project for which the existing overhead electric distribution system is located, as of the date determined in accordance with Schedule 74, (i) outside of the Public Thoroughfare, or (ii) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity.

(k) "Project Plan" shall mean the project plan developed by the Parties under the Design Agreement and attached hereto as Exhibit A, as the same may be changed and amended from time to time in accordance with Section 6, below. The Project Plan includes, among other things, (i) a detailed description of the Work that is required to be performed by each Party and any third party, (ii) the applicable requirements and specifications for the Work, (iii) a description of the Operating Rights that are required to be obtained by each Party for the Conversion Project (and the requirements and specifications with respect thereto), (iv) an itemization and summary of the Estimated Shared Company Costs, Estimated Shared Government Costs, Estimated Reimbursable Private Conversion Costs (if any), Estimated Reimbursable Temporary Service Costs (if any) and Estimated Reimbursable Upgrade Costs (if any), and (v) the Work Schedule.

(l) "Operating Rights" shall mean sufficient space and legal rights for the construction, operation, repair, and maintenance of the Underground Distribution System.

(m) "Reimbursable Private Conversion Costs" shall mean (i) all Costs of Conversion, if any, incurred by the Company which are attributable to a Private Property Conversion, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such Private Property Conversion, as determined consistent with the applicable Company distribution facilities

replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion; provided that the portion of the Reimbursable Private Conversion Costs attributable to the Costs of Conversion under subparagraph (i) of this paragraph shall not exceed the Estimated Reimbursable Private Conversion Costs without the prior written authorization of the Government Entity.

(n) "Reimbursable Temporary Service Costs" shall mean all costs incurred by the Company which are attributable to (i) any facilities installed as part of the Conversion Project to provide Temporary Service, as provided for in Schedule 74, and (ii) the removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment); provided that the Reimbursable Temporary Service Costs shall not exceed the Estimated Reimbursable Temporary Service Costs without the prior written authorization of the Government Entity.

(o) "Reimbursable Upgrade Costs" shall mean all Costs of Conversion incurred by the Company which are attributable to any Government-Requested Upgrade; provided that the Reimbursable Upgrade Costs shall not exceed the Estimated Reimbursable Upgrade Costs without the prior written authorization of the Government Entity.

(p) "Shared Company Costs" shall mean all Costs of Conversion (other than Reimbursable Upgrade Costs, Reimbursable Private Conversion Costs and Reimbursable Temporary Service Costs) incurred by the Company in connection with the Conversion Project; provided, however, that the Shared Company Costs shall not exceed the Estimated Shared Company Costs without the prior written authorization of the Government Entity. For the avoidance of doubt, the "Shared Company Costs" shall, as and to the extent specified in the Design Agreement, include the actual, reasonable costs to the Company for the "Design Work" performed by the Company under the Design Agreement.

(q) "Shared Government Costs" shall mean all Costs of Conversion incurred by the Government Entity in connection with (i) any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity as part of the Government Work, and (ii) the acquisition of any Operating Rights which the Parties have, by mutual agreement, specified in the Project Plan are to be obtained by the Government Entity for the Conversion Project, but only to the extent attributable to that portion of such Operating Rights which is necessary to accommodate the facilities of the Company; provided, however, that the Shared Government Costs shall not exceed the Estimated Shared Government Costs without the prior written authorization of the Company.

(r) "Total Shared Costs" shall mean the sum of the Shared Company Costs and the Shared Government Costs. For the avoidance of doubt, the Total Shared Costs shall not include, without limitation, (i) costs to the Government Entity for Trenching and Restoration, or (ii) costs associated with any joint use of trenches by other utilities as permitted under Section 3(b).

(s) "Work" shall mean all work to be performed in connection with the Conversion Project, as more specifically described in the Project Plan, including, without limitation, the Company Work (as defined in Section 2(a), below) and the Government Work (as defined in Section 3(a), below).

(t) "Work Schedule" shall mean the schedule specified in the Project Plan which sets forth the milestones for completing the Work, as the same may be changed and amended from time to time in accordance with Section 6, below.

2. Obligations of the Company.

(a) Subject to the terms and conditions of this Agreement, the Company shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Company Work"):

i) furnish and install an Underground Distribution System within the Conversion Area (excluding any duct and vault installation or other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity);
ii) provide a Company inspector on-site at the times specified in the Work Schedule to inspect the performance of any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity; and
iii) upon connection of those persons or entities to be served by the Underground Distribution System and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area except for Temporary Services.

(b) Upon request of the Government Entity, the Company shall provide periodic reports of the progress of the Company Work identifying (i) the Company Work completed to date, (ii) the Company Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Company Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and the Work Schedule.

(c) Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Underground Distribution System and Underground Service Lines.

(d) Subject to the terms and conditions of this Agreement, the Company shall perform all Company Work in accordance with the Project Plan, the Work Schedule and this Agreement.

3. Obligations of the Government Entity.

(a) Subject to the terms and conditions of this Agreement, the Government Entity shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Government Work"):

i) provide the Trenching and Restoration;
ii) perform the surveying for alignment and grades for ducts and vaults; and
iii) perform any duct and vault installation and other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity.

(b) Other utilities may be permitted by the Government Entity to use the trenches provided by the Government Entity for the installation of their facilities so long as such facilities or the installation thereof do not interfere (as determined pursuant to the Company's electrical standards) with the Underground Distribution System or the installation or maintenance thereof. Any such use of the trenches by other utilities shall be done subject to and in accordance with the joint trench design specifications and installation drawings set forth or otherwise identified in the Project Plan, and the Government Entity shall be responsible for the coordination of the design and installation of the facilities of the other utilities to ensure compliance with such specifications and drawings.

(c) Upon request of the Company, the Government Entity shall provide periodic reports of the progress of the Government Work identifying (i) the Government Work completed to date, (ii) the Government Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Government Costs and the Work Schedule.

(d) The Government Entity shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area.

(e) Subject to the terms and conditions of this Agreement, the Government Entity shall perform all Government Work in accordance with the Project Plan, the Work Schedule and this Agreement.

4. Work Schedule.

(a) The Government Entity and the Company have agreed upon the Work Schedule as set forth in the Project Plan. Changes to the Work Schedule shall be made only in accordance with Section 6, below.

(b) Promptly following the execution of this Agreement, and upon completion by the Government Entity of any necessary preliminary work, the Government Entity shall hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related pre-mobilization requirements. Following the pre-construction meeting, the Government Entity shall give the Company written notice to proceed with the Work at least ten (10) business days prior to the commencement date specified in the Work Schedule.

(c) Subject to the terms and conditions of this Agreement, each Party shall perform the Work assigned to it under this Agreement in accordance with the Work Schedule. So long as the Company performs the Company Work in accordance with the Work Schedule, the Company shall not be liable to the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising out of delays in the Work Schedule.

5. Location of Facilities.

All facilities of the Company installed within the Conversion Area pursuant to this Agreement shall be located, and all related Operating Rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74, as specified by the Parties in the Project Plan.

6. Changes.

(a) Either Party may, at any time, by written notice thereof to the other Party, request changes in the Work within the general scope of this Agreement (a "Request for Change"), including, but not limited to: (i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the specifications, drawings and other requirements in the Project Plan, (iii) changes in the Work Schedule, and (iv) changes in the location, alignment, dimensions or design of items included in the Work. No Request for Change shall be effective and binding upon the Parties unless signed by an authorized representative of each Party.

(b) If any change included in an approved Request for Change would cause a change in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made in the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and/or the Work Schedule to reflect such change. The Parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

(c) The Work Schedule, the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs, the Estimated Reimbursable Temporary Service Costs and/or the Estimated Reimbursable Upgrade Costs shall be further equitably adjusted from time to time to reflect any change in the costs or time required to perform the Work to the extent such change is caused by: (i) any Force Majeure Event under Section 11, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost,

schedule or other aspect of the Work and was not known by or disclosed to the affected Party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Work which are expressly identified by the Parties in the Project Plan. Upon the request of either Party, the Parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

(d) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each Party shall, if requested by the other Party, proceed with the Work in accordance with any approved Request for Change. Any request to proceed hereunder must be accompanied by a written statement setting forth the requesting Party's reasons for rejecting the proposed equitable adjustment of the other Party.

7. Compensation and Payment.

(a) Subject to and in accordance with the terms and conditions of this Agreement (including, without limitation, the payment procedures set forth in this Section 7), payment in connection with the Conversion Project and this Agreement shall be as follows:

i) The Total Shared Costs shall be allocated to the Parties in the following percentages: (A) sixty percent (60%) to the Company, and (B) forty percent (40%) to the Government Entity.
ii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Private Conversion Costs, if any.
iii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Upgrade Costs, if any.
iv) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Temporary Service Costs, if any.
v) The Government Entity shall pay one hundred percent (100%) of the costs it incurs to perform that portion of the Government Work specified in Section 3(a)(i) and (ii) (i.e., Trenching and Restoration and surveying).
vi) The Company shall pay one hundred percent (100%) of the costs it incurs to design, provide and construct any Company-Initiated Upgrade.
vii) The Company shall pay one hundred percent (100%) of the costs it incurs to obtain Operating Rights outside the Public Thoroughfare.

(b) Based on the allocation of responsibilities set forth in Section 7(a), above, the Parties shall determine the net amount payable by the Government Entity or the Company, as applicable, to the other Party under this Agreement (the "Net Amount"). The Net Amount shall be determined by using the amount of the Total Shared Costs allocated to the Government Entity under Section 7(a)(i), and adjusting such amount as follows:

i) Subtracting (as a credit to the Government Entity) the amount of the Shared Government Costs.
ii) Adding (as a credit to the Company) the amount of all Reimbursable Private Conversion Costs, Reimbursable Upgrade Costs and Reimbursable Temporary Service Costs.
iii) Subtracting (as a credit to the Government Entity) any payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement.

The Net Amount, as so calculated, (A) will be an amount payable to the Company if it is a positive number, and (B) shall be an amount payable to the Government Entity if it is a negative number.

(c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.

(d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.

(e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.

8. Indemnification.

(a) The Government Entity releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.

(b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.

(c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

(a) Upon commencement of the Work, the Government Entity shall notify all persons and entities within the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the Government Entity that service from underground facilities are available in accordance with RCW 35.96.050. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company shall remove the overhead system and connect such persons' and entities' Underground Service Lines to the Underground Distribution System.

(b) The Parties acknowledge that single family residences within the Conversion Area must (i) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (ii) pay for the secondary service conductors as defined in Schedule 85 of the Company's Electric Tariff G. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to owners failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

10. Dispute Resolution.

(a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the Parties. A Party who wishes dispute resolution shall notify the other Party in writing as to the nature of the dispute. Each Party shall appoint a representative who shall be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

(b) Any claim or dispute arising hereunder which relates to any Request for Change or any equitable adjustment under Section 6, above, or the compensation payable by or to either Party under Section 7, above, and which is not resolved by senior management within the time permitted under Section 10(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.

(c) In connection with any arbitration under this Section 10, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the Parties. Each Party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing Party's costs and expenses (including, but not limited to, reasonable attorneys' fees) by the other Party.

(d) Unless otherwise agreed by the Parties in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

11. Uncontrollable Forces.

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

12. Insurance.

(a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of $_____ per occurrence and $_____ aggregate for personal injury; and $_____ per occurrence/ aggregate for property damages, and professional liability insurance in the amount of $_____.

(b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.

(c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

(a) Agreement Subject To Tariff. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.

(b) Termination. The Government Entity reserves the right to terminate the Conversion Project and this Agreement upon written notice to the Company. In the event that the Government Entity terminates the Conversion Project and this Agreement, the Government Entity shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work performed prior to the effective date of termination. In such event, the costs reimbursable to the Company (i) shall not be reduced by any Shared Government Costs or other costs incurred by the Government Entity, and (ii) shall be paid within thirty (30) days after the receipt of the Company's invoice therefor. Sections 1, 5, 7, 8, 9, 10, 11 and 13 shall survive any termination of the Conversion Project and/or this Agreement.

(c) Facilities Greater Than 15,000 Volts. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of greater than 15,000 Volts within the Conversion Area.

(d) Compliance With Law. The Parties shall, in performing the Work under this Agreement, comply with all applicable federal, state, and local laws, ordinances, and regulations.

(e) No Discrimination. The Company, with regard to the Work performed by the Company under this Agreement, shall comply with all applicable laws relating to discrimination on the basis race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

(f) Independent Contractor. The Company and the Government Entity agree that the Company is an independent contractor with respect to the Work and this Agreement. The Company is acting to preserve and protect its facilities and is not acting for the Government Entity in performing the Work. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits accorded employees of the Government Entity by virtue of the Work or this Agreement. The Government Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Company, or any employee of the Company.

(g) Nonwaiver of Rights or Remedies. No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall, except to the extent provided in this Agreement, be construed as a waiver or, or choice of, or relinquishment of any right under any provision of this Agreement or any right at law or equity not otherwise provided for herein. The express waiver by either Party of any right or remedy under this Agreement or at law or equity in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.

(h) No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.

(i) Governmental Authority. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental regulatory authorities and courts having jurisdiction over this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental regulatory authorities and courts that are required to be incorporated into agreements of this character are by this reference incorporated in this Agreement.

(j) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.

(k) Severability. In the event that any provision of this Agreement or the application of any such provision shall be held invalid as to either Party or any circumstance by any court having jurisdiction, such provision shall remain in force and effect to the maximum extent provided by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court or arbitrator holds they are not severable from the invalid provisions.

(l) Notice. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity: City of North Bend, WA
_____
_____
Attn: _____
Fax: _____

If to the Company: Puget Sound Energy, Inc.
355 110th Ave NE
Bellevue, WA 98004
Attn: Jeanne Coleman
Fax: _____

Any Party may change its address specified in this Section 13(l) by giving the other Party notice of such change in accordance with this Section 13(l).

(m) Applicable Law. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.

(n) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties; provided, however, that except as expressly set forth in this Agreement, nothing herein is intended to or shall alter, amend or supersede the Design Agreement and the same shall remain in full force and effect in accordance with its terms.

(o) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the Parties, including but not limited to, any entity to which the rights or obligations of a Party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:	Company:
_____	PUGET SOUND ENERGY, INC.
BY_____	BY Jeanne Coleman_____
ITS_____	ITS Project Manager_____
Date Signed_____	Date Signed_____

Approved as to form:

_____

PUGET SOUND ENERGY
The Energy To Do Great Things

Exhibit "A" Project Plan
Schedule 74 Underground Conversion

City of North Bend – 2024 Sidewalk Gaps/Multiple City Street Improvement

PSE Project Number: 101172981
October 29, 2024

Pursuant to Puget Sound Energy ("PSE") Rate Schedule 74 and as described in this Project Plan, PSE will convert its existing overhead electrical distribution system of 15,000 volts or less to an equivalent Underground Distribution System. This Project Plan describes the scope of construction work (the "Construction Work") to be performed by PSE and the City of North Bend (the "City") for the conversion of certain PSE electrical distribution system facilities as described herein (the "Conversion Project"). Construction of this Conversion Project is contingent upon and shall commence only after both written acceptance of this Project Plan and written execution of a Schedule 74 Construction Agreement by the City and PSE.

This Project Plan includes and consists of:

- Description of the Construction Work to be performed
- Construction Drawings, Standards, Specifications and Requirements for the Construction Work (attached)
- Construction Work Schedule
- Construction Costs Estimate Summary (attached)

Revisions to this Project Plan must be mutually approved by the City and PSE.

Construction Work

This Conversion Project will replace PSE's existing overhead electrical distribution system with an Underground Distribution System within the following area (the "Conversion Area"): SE Orchard Dr from approximately 150 feet east of the centerline of Riverside Dr SE west to 421 SE Orchard Dr and from the SE corner of Riverside Dr SE and SE Orchard Dr to 538 Riverside Dr. SE. The Conversion Project is approximately 1,020 feet in length, including laterals and road crossings.

The Conversion Project includes modification or replacement of all existing services lines within the Conversion Area to connect to the Underground Distribution System and removal of PSE's existing overhead electric distribution facilities (including PSE distribution poles and pole mounted street lights) from the Conversion Area.

There are no Company Initiated Upgrades, Government Entity Requested Upgrades or Temporary Service elements included in the Conversion Project Scope of Work.

In conjunction with this Conversion Project, PSE will remove its existing street lighting system from the Conversion Area. Provision of a replacement street lighting system within the Conversion Area is not included in this Project Plan. Replacement street lighting service can be provided by separate arrangement in accordance with applicable PSE Tariff Schedules.

Responsibilities of Parties

City Responsibilities

a) At least ten (10) business days prior to the scheduled commencement of Construction Work, hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related premobilization requirements.

b) At least ten (10) business days prior to the scheduled commencement of Construction Work, give PSE written notice to proceed with the Construction Work to allow for delivery of PSE materials to the job site and scheduling of PSE's on-site Inspector.

c) Provide written notice to customers within the Conversion Area in advance of Conversion Project Construction Work start. The notice will include contact information for both the City and PSE, the expected Conversion Project schedule, anticipation of service interruptions and work required to be performed by customers.

d) Coordinate other utility conversion, removal and relocation from PSE's poles.

e) Provide all surveying for equipment placement, locations, and establish all grade elevations for the Underground Distribution System within the Conversion Area.

f) Provide all necessary excavation, bedding, backfill, off-site disposal, site restoration and coordination for installation of the Underground Distribution System. This includes trenching, backfill, and restoration for cut-over and transfer of existing underground system and service lines from the existing overhead distribution system to the new Underground Distribution System.

g) Coordinate private property trenching, excavation and restoration activity with private property owners affected by this Conversion Project.

h) Provide flagging and traffic control as required for all work performed by the City.

i) Install and proof all ducts and vaults for the Underground Distribution System (excluding work in ducts or vaults containing energized cables or equipment – see PSE Responsibilities) in accordance with PSE standards and specifications using ducts and vaults provided by PSE. "Proofing" as used herein is defined as verification using a mandrel that the duct and vault system is free and clear of damage, installed to the proper grade and at the proper location and contains a pulling line.

j) Provide at least five (5) business days' notice for scheduled delivery of PSE vaults by PSE's vault supplier.

k) Provide secure staging and storage area(s) for duct and vault materials provided by PSE. The City shall be responsible for the security and condition of these materials until they are installed and accepted by PSE or returned to PSE's custody.

l) Provide labor and equipment for the off-loading of PSE duct and vault materials delivered to the job site.

m) Promptly following notice from PSE that the Underground Distribution System has been energized, provide notice to customers within the Conversion Area informing them of their obligation and responsibility to convert their overhead service lines to underground service lines as provided by state law or to modify existing underground service lines for connection to the Underground Distribution System. Affected service lines are listed in the Service Lines section of this Project Plan.

n) Facilitate weekly (or as otherwise agreed by the City and PSE) construction coordination meetings to include all relevant parties participating in the conversion including PSE and it's contractor(s), the City and it's contractor(s), and other utilities.

o) Following notification from PSE that Construction Work is complete, provide to PSE any Shared Government Costs as provided for in the Construction Agreement.

Puget Sound Energy Responsibilities

a) Following notice from the City, deliver or cause to be delivered all duct and vault materials to the designated staging/storage area(s). Acknowledge delivered quantities and condition of duct and vault materials by signing shipping manifests.

b) Following notice from the City, provide inspection services needed for overseeing the proper installation of ducts and vaults by the City.

c) Accept delivery of the completed duct and vault system once the new system has been proofed (as described above) by the City. PSE will provide a mandrel to the City to be used in proofing of the duct and vault system.

d) Provide PSE electrical workers to complete duct installation and proofing when such work is performed at or in any energized vault containing energized cables or equipment.

e) Install (except for ducts and vaults installed by the City) and energize the Underground Distribution System. Provide written notice to the City when the Underground Distribution System is energized.

f) Perform cut-over and transfer of existing Underground Distribution System and existing underground service lines from the overhead distribution system to the new Underground Distribution System where applicable (see City Responsibility item "f" concerning trenching responsibility). PSE will notify the City for excavation and the affected customers at least two (2) business days prior to installation, transfer, and connection of underground service lines. Affected service lines are listed in the Service Lines section of this Project Plan.

g) Install and connect replacement underground service lines to single family residences and connect modified and replacement non-residential underground service lines provided by customers within the Conversion Area pursuant to PSE Tariff Schedule 85. Affected service lines are listed in the Service Lines section of this Project Plan.

h) Remove the existing overhead electric distribution system including, conductors, equipment, down guys, anchors and poles after all service lines to customers within the Conversion Area are connected to the Underground Distribution System and all other utilities have been removed from PSE's poles. Holes left following removal of poles will be filled with crushed rock and compacted in accordance with applicable City standards or specifications.

i) Provide flagging and traffic control as required for all work performed by PSE (except as may otherwise be reasonably provided by the City during installation of ducts and vaults in conjunction with City performed trenching, excavation, back-fill and restoration).

j) Attend weekly (or as otherwise agreed by the City and PSE) construction coordination meetings facilitated by the City and its contractor during periods of Conversion Project construction.

Operating Rights

The Underground Distribution System will be located within existing Public Thoroughfare. No additional operating rights have been identified as being needed for this Conversion Project.

Construction Work Schedule

The Construction Work will be performed in accordance with the following Work Schedule, unless this schedule is revised by mutual agreement of the City and PSE or circumstances beyond the reasonable control of the City and/or PSE preclude such performance.

Installation of ducts and vaults: October 4, 2024 to October 18, 2024

Installation and energization of the Underground Distribution System: October 21, 2024 to October 24, 2024

Removal of overhead facilities: October 21, 2024 to October 24, 2024 – Pole removal is dependent upon communications vacating poles

Construction Cost Estimate

The estimated costs to perform the Construction Work and the allocation of costs between the parties are presented in the attached Construction Costs Estimate Summary. These estimated costs are valid for ninety (90) days from the date shown on the attached Construction Costs Estimate Summary. If this Project Plan and a Schedule 74 Construction Agreement are not fully executed within ninety (90) days from this date, the estimated costs shall be subject to revision.

The scope of work provided for in the previously executed Design Agreement has been completed with written acceptance of this Project Plan by the City and PSE. The Construction Cost Estimate reflects and provides for Construction Work costs commencing with PSE attendance at the required pre-construction meeting and receipt of the City's written notice to proceed with Construction Work. Work performed and/or costs incurred by PSE in response to City request following acceptance of the Project Plan and prior to the pre-construction meeting

are not included in the Construction Cost Estimate, and shall be subject to addition to the Construction Cost Estimate by revision as described below.

Estimated Inspection and Service Provider Outside Services costs are based on 2024 contract rates. Costs for Construction Work performed by PSE after January 1, 2025 shall be subject to revision to reflect PSE Service Provider contract rates which become effective after this date.

Changes in Construction Work scope, performance and/or schedule can result in actual Construction Costs that differ from estimated costs shown in the Construction Cost Estimate Summary. In the event performance of the Construction Work cannot or does not proceed substantially as provided in this Project Plan, such changes shall promptly be brought to the attention of PSE and the City when anticipated or known and shall be documented in a revision to the Construction Cost Estimate (a "Cost Estimate Revision") mutually agreed and executed by the City and PSE.

Project Assumptions

The project design, construction plans and cost estimates are based on and reflect the following assumptions. Construction conditions that are not consistent with these assumptions may result in a request for change or an equitable adjustment to project compensation under Section 6 of the Construction Agreement and addressed by a Cost Estimate Revision.

Cost Assumptions

1. The Construction Work will be performed in accordance with the Construction Drawings and Construction Work Schedule.
2. PSE's Project Manager will accept or reject (with written justification) the duct and vault installation work performed by the City within five (5) business days' notice of completion from the City. In the event PSE rejects any of the ducts or vaults (with reasonable written justification), the City will perform the necessary remedial work. The City will then re-notify PSE and PSE shall have five (5) business days to accept or reject the remedial work.
3. All PSE cables can be pulled through the ducts and vaults system, including existing ducts and vaults if applicable, to be used for the Conversion Project utilizing normal cable pulling equipment and methods.
4. A City Street Use permit is the only permit necessary for PSE to perform its work for this Conversion Project and will be issued within two (2) weeks of PSE submitting a complete permit application (including any supporting documentation reasonably required by the City). There will be no charge for the permit or inspection fees.
5. The estimated daily productivity rate for PSE duct and vault installation is based on the City's contractor opening a minimum of 100 feet of trench per working day. The daily productivity rate is used to estimate the number of days a PSE Inspector will be required during installation of ducts & vaults. The Inspector will be scheduled in full day increments and in one continuous effort. Changes to a continuous schedule require a minimum of five days advance notice and must be mutually agreed between the City and PSE.
6. Attendance by the PSE Project Manager at scheduled weekly construction coordination meetings is included and reflected in the Construction Cost Estimate during periods when the

PSE ducts and vaults are actively being installed and when the PSE line crew is performing installation, energization, cut-over and removal work. Attendance at additional meetings that may be requested/required during other periods will be addressed by a Cost Estimate Revision.

7. Traffic control provided by PSE assumes the use of two flaggers, basic signage and simple channelization. Additional traffic control measures are not included and if requested/required will be addressed by a Cost Estimate Revision.
8. Work to be performed by PSE does not include installation and/or removal of Temporary Service facilities at the request of others during construction.
9. Cut-over and transfer work will be completed during regular working hours except as described in Schedule Assumption #3 below. Changes in the performance of this work will be addressed by a Cost Estimate Revision.
10. New guy anchors shall be installed prior to installation of new ducts in the same area.
11. When Fluidized Thermal Backfill (FTB) is used, associated cost will be allocated 100% to PSE when required for a Company Initiated Upgrade and otherwise 100% to the City.
12. Installation of protective bollards may be necessary at some locations and may not be included in the project design. In the event unplanned bollards are required, associated costs will be a Shared Cost and addressed by a Cost Estimate Revision.

Schedule

1. There will be a total of two (2) PSE crew mobilizations as follows: i) one mobilization of an underground line crew for installation of underground conductors and equipment; and ii) one mobilization of an overhead line crew for removal of the existing overhead facilities. Once mobilized PSE crews will have continuous productive work until all PSE Construction Work is complete.
2. All PSE Construction Work will be performed during regular working hours from 7:00 AM to 6:00 PM excluding holidays. In the event that PSE determines that night work is necessary, PSE shall be limited to working between the hours of 9:00 PM to 5:00 AM. PSE and the City will mutually agree to weekly work schedules for the Construction Work. PSE shall be allowed to perform PSE work as scheduled without changes or interruptions caused by other construction activities.
3. PSE customers within the Conversion Area will experience interruption of electric service during performance of the Construction Work when cutting over and transferring system and customer loads from the overhead distribution system to the Underground Distribution System. Cut-over and transfer work will be performed during the regular working hours specified in Schedule Assumption #2 above except as otherwise provided below. PSE will notify customers at least two (2) business days in advance of scheduled service interruptions.

Cut-over & Transfer Work Outside of Regular Working Hours

Address	Customer	Type	Date and Time
Entire conversion area	109 customers	Primary	October 23, 10 PM to October 24, 5 AM

Additional Considerations

Service Lines

Service lines within the Conversion Area must be modified or replaced to provide underground service from the Underground Distribution System as listed below. Performance of the work and associated costs shall be governed by PSE Tariff Schedule 85.

Address	Customer	Service	Required Action
431 SE Orchard Dr	Whitehead	OH	Replace with new UG service to HH3

New Service

Connection of new or increased load for City facilities (such as new traffic signals) under terms of PSE Tariff Schedule 85 will be addressed on a separate work order and work sketch. Additional costs may apply and will be quoted separately.

PSE Design & Construction Standards

This Conversion Project has been designed and will be constructed in accordance with PSE design and construction standards in effect as of the date of this Project Plan. PSE standards applicable to Construction Work to be performed by the City have been provided to the City in PSE's relocation design. All relevant PSE standard described above are attached to this Project Plan by this reference.

Temporary Support (Holding) of PSE Poles

Whenever any pole(s) are required to be temporarily supported (held) due to excavation in proximity to such poles, the City will coordinate with PSE to provide such support. The need to temporarily support such poles shall be determined by PSE, and if required, such support shall be provided by PSE. As used herein, "temporary support" means supporting one or more poles for a continuous working period of ten hours or less.

Adjusting Energized Vaults to Final Grade

If PSE is required to adjust (newly installed) and energized vault lids to final grade PSE will submit a change order to the City for labor and materials required for finial adjustment. This change order will be 100% City Cost. Any "existing" energized vault's that require final grade adjustments will be performed by PSE at 100% PSE cost.

Acceptance of Project Plan

The City and PSE mutually agree to and accept this Project Plan as of the date indicated below:

For the City:	For PSE:
By: _____	By: __Jeanne Coleman_____
Its: _____	Its: ___Project Manager_____
Date: _____	Date: _October 29, 2024_____

Agenda Home

Attachment B

PUGET SOUND ENERGY

FACILITY CONVERSION/MODIFICATION BILLING DETAIL

To: City of North Bend
920 SE Cedar Falls Way

North Bend, WA 98045

Attn: Mike Mayen

Scope of Work

PSE costs for Sch 74 Design Agreement

Project Description: Sch 74 project along Orchard Dr
Location: 2024 Sidewalk Gaps Project/SE Orchard Dr from Meadow Dr SE to Riverside Dr SE
PSE Project Manager: Jeanne Coleman

Activity:	PSE Design Cost		PSE Construction Cost Estimate		Customer Installed Duct and Vault		Change Orders	
PSE Order #:	101172981		101172981		101172981			
	Customer Cost	40%	Customer Cost	40%	PSE Cost Share	60%		
PSE Materials				$59,215.14				
PSE Construction Labor				$ 83,361.69		$ 31,296.00	Customer Obligation	$0.00
PSE Project Management		$4,860.82		$3,054.15			PSE Obligation	$0.00
PSE Inspection								
PSE Overheads		$5,633.10		$40,189.71				
Federal Income Tax		$888.21		$15,727.86				
Total Actual Costs:		$ 11,382.13		$ 201,548.55		$ 31,296.00		

TOTAL PROJECT VALUE:	$244,226.68
City of North Bend Obligation Incl/CO's:	$85,172.27
City of North Bend Credit for D+V:	-$18,777.60
PSE Billable Amount to Customer	$66,394.67

Date: 4/5/2018

Billing Detail Form 5/01

Puget Sound Energy, Inc. PO Box 90868 Bellevue, WA 98009-0868

Attachment C

MULTIPLE CITY ST. IMPROVEMENTS
SCHEDULE 74
OH TO UG CONVERSION
101172981

GENERAL SPECIFICATIONS

Scope of Work
Underground (1) span of wire from Meadow Dr. SE to Riverside Dr. SE

General
- All work is to be completed per PSE Standards & Practices. Copies of all PSE Standards are available upon request.
- Work sites shall be kept clear of debris and all construction materials; equipment and packing shall be removed daily.
- Return all unused and removed poles, transformers and hardware to PSE, storeroom. All copper shall be coiled and returned the day it is removed from the poles. Remove all unused pins and insulators.
- Return all streetlights, area lights and floodlights to Sumner yard.

Preconstruction
- Notify appropriate city, County or DOT authorities 48 to 72 hours, or as required by permitting agency, in advance of starting work in Right-of-way involving a Permit.
- All system switching shall be approved by **System Operations (425-882-4652)** a minimum of 48 hours in advance.
- Notify customers of all outages 48 hours in advance.

Work Drawings & Documents
- Field design changes shall be approved by PSE Project Manager or Engineer.
- Mark all field changes, equipment ID numbers and Underground cable information in red on Foreman's copy of worksketch.
- Return one Foreman's copy of worksketch to Project Manager at completion of job.
- When permits are required, a copy shall be available on work site at all times.

Safety
- Refer to PSE standards 6275.3000 and 6275.6000 for system ground requirements.
- Refer to PSE standards 6275.9050 for personal protective grounding requirements.
- Refer to PSE standards 6275.9150 for vehicle grounding and barricading requirements.
- Proper line clearances shall be taken at the beginning, and released at the end, of each work day, or as otherwise instructed by the System Operator.
- Provide signs, barricades, and traffic control in conformance with permit regulations.
- Utilize flagging and other vehicle traffic control as necessary and in conformance with local traffic regulations.
- Maintain traffic flow as required by permitting agency.

Erosion & Sediment Control
- Refer to PSE standards 0150.3200 for minimum requirements.
- Comply with all requirements of permitting agency.
- Installed erosion & sediment devices shall be maintained until vegetation has been re-established or disturbed soil has been otherwise permanently stabilized.

Joint Facilities
- Coordinate with Communication Companies for transfers.

OVERHEAD CONSTRUCTION

Poles & Structures
- Poles are to be installed or relocated as staked. Unless otherwise noted, all pole location measurements are from the center of the pole.
- All new poles set shall be the class indicated on the sketch, or better. Do not set a lower class pole than specified.
- Install ground plate assembly on all new poles. Install Switch Ground Assembly per standard specification 6014.1000 at new gang operated switch locations.
- Install grid numbers on all new and existing poles as shown on sketch.
- Straighten existing poles as indicated or as necessary.
- Treat all field-drilled poles with copper napthenate wood preservative.
- Remove old poles after communication companies have transferred off and return to PSE storeroom. Fill and crown pole holes and restore area similar to adjacent landscaping.

Conductors & Equipment
- Transfer all overhead and underground primary, secondary and service conductors and guys to new poles set, unless otherwise indicated on this sketch.
- Transfer existing transformers to new poles unless otherwise indicated on this sketch.
- Use stirrups to connect all overhead and underground primary taps, and all transformers. Install at all sites being worked within the scope of the project where they are currently missing.
- Use 397 AAC and Ampact connectors for all bare conductor feeder jumpers and 600 amp switch jumpers. Install tree wire conductor for jumpers on all poles that are double deadended with tree wire.
- Apply grit inhibitor on all Ampact, stirrup, and dead-end connections.
- Connect primary taps and transformers to same phase as existing unless otherwise shown on the drawing.
- All neutral connections to be made with solid compression connectors. Connect all pole grounds to common neutral.
- Use Load-interrupter cutouts (with arc shields) on all primary overhead and underground taps with fused protection above 40T.
- Install Wildlife Protectors on all transformers.

UNDERGROUND CONSTRUCTION

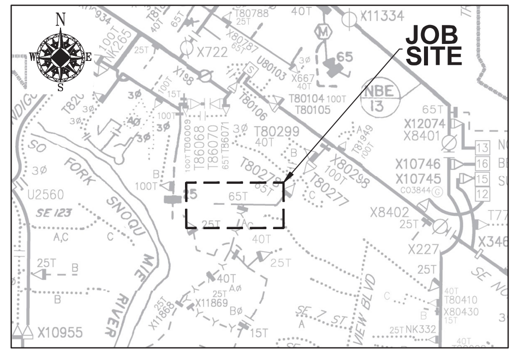
Excavation
- Trenching outside of the Right-of-way shall be of sufficient depth to provide a minimum of 36" of cover for primary conductors and 24" of cover for secondary conductors.
- Road crossings and all trenches within the Right-of-way shall be of sufficient depth to provide a minimum of 36" of cover for all conductors or as required by the permitting Agency.
- All conductors/conduits shall have a minimum of 3" of bed and 3" of clean sand cover.
- No rocks larger than 6" shall be included in backfill.
- Backfill in road crossings and within the Right-of-way shall be compacted to 95% density or as required by the permitting Agency.
- Restore all excavated areas to original condition.
- If four or more six inch conduits are installed in a trench, fluidized thermal backfill (FTB) shall be installed around the conduits to a depth of six inches above and to the sides of the conduit, and two inches underneath, per PSE Standard 6790.0140.

Vaults & Handholes
- Refer to PSE standard 6775.0040 "Vault and Handhole Installation"
- Vaults shall be placed level and 2" above final grade in landscaped areas and flush with final grade when placed in hard surface areas.
- A minimum 6" bed of 5/8" crushed rock shall be placed under all vaults.
- All conduit entrances shall be grouted.

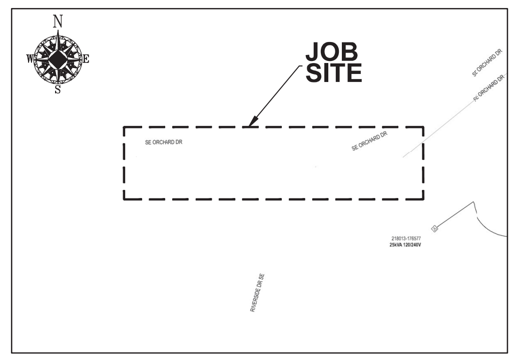
Conductors & Conduit
- Refer to PSE standard 6800.6000 "PVC Conduit Installation".
- Unless splices are called for, or otherwise noted or approved, conduit risers shall be plumbed directly to road crossing conduits.
- Install insulating caps on all unused primary bushings.
- All "spare" conduits shall be capped at each end.

EROSION & SEDIMENT CONTROL REQUIREMENTS

EROSION & SEDIMENT CONTROL SHALL BE PER PSE STANDARD PRACTICE 0150.3200 TECHNIQUES FOR TEMPORARY EROSION & SEDIMENT CONTROL & ANY ADDITIONAL LOCAL JURISDICTION REQUIREMENTS. (LOCAL JURISDICTIONS MAY HAVE ADDITIONAL REQUIREMENTS INCLUDING NOTES DETAILING WHERE EROSION OR SEDIMENT CONTROL STRUCTURES ARE TO BE INSTALLED, CROSS SECTION DETAILS OF THE TYPICAL EROSION STRUCTURES, & SPECIAL REQUIREMENTS FOR WORK IN SENSITIVE AREAS.)



OVERHEAD CIRCUIT MAP
SCALE: NONE



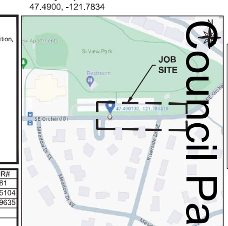
UNDERGROUND CIRCUIT MAP
SCALE: NONE

LEGEND

- NEW CONDUCTOR AND OR TRENCH LINE
- EXISTING CONDUCTOR TO BE REMOVED OR ABANDONED
- NEW POLE
- EXISTING POLE
- DISCONNECT - FUSED
- DISCONNECT - UNFUSED
- OVERHEAD JUMPER CONNECTION
- OVERHEAD TRANSFORMER
- CONDUIT RISER
- STREET LIGHT
- DOWN GUY
- ENERGY CUSTOMER DEMAND POINT
- PULL VAULT OR SPLICE VAULT
- JUNCTION VAULT/JUNCTION BOX
- PADMOUNT TRANSFORMER
- TOTAL UNDERGROUND TRANSFORMER
- SECONDARY HANDHOLE

101172981

Vicinity Map
47.4900, -121.7834



Owner / Developer Contact Info
CITY OF NORTH BEND
920 SE CEDAR FALLS WAY
NORTH BEND, WA 98045
ATTN: TOM MOHR 425-888-7650

For contacts below dial 1-888-CALL PSE (225-5773)

CALL 811 TWO BUSINESS DAYS BEFORE YOU DIG

THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

FOREMAN (CHECK BOX WHEN COMPLETED)
- ☐ PSE Equipment LOCKED/SECURED & Work Area left in CLEAN/SAFE Condition.
- ☐ Grid, Cable, and Switch numbers INSTALLED & VERIFIED.
- ☐ Field Changes RED-LINED on As-built.
- ☐ Material VERIFIED and CHANGES noted on Paperwork.
- ☐ Total PRIMARY Cable noted on As-built.
- ☐ Company ID#'s RECORDED in correct location on As-built.
- ☐ Indicate correct FUSE SIZE on As-built & VERIFY proper PHASE.
- ☐ Deviations noted on the As-built and their reason.
- ☐ I certify that the work performed meets PSE's standards and procedures and that all quality requirements are met.

Foreman's Signature ____________
Print Name ____________ Date ____________

PROJECT PHASE		NOTIF#	ORDER#
PWR	Superior	11974783	101172981
	Removal	N/A	108155104
	UG Expense	N/A	594159635
CABLE TV			
PHONE			

Project Manager Contact Information:
Manager: JEANNE COLEMAN
Cell Phone: 425-463-6550
E-Mail: jeanne.coleman@pse.com
"Locates Required" Yes No
"Outages Required" Yes No
"Flagging Required" Yes No

REAL ESTATE/EASEMENT		PERMIT	
N/A		NORTH BEND	
FUNCTION	CONTACT	PHONE#	DATE
PROJECT MGR	J. COLEMAN	425-463-6550	-
ENGR - POWER	LIAN ARNST	425-305-7734	-
ENGR - GAS	N/A	N/A	N/A
DRAWN BY	A. VASQUEZ	909-282-3903	10/15/24
CHECKED BY	Lian Arnst	425-305-7734	
APPROVED BY	Lian Arnst	425-305-7734	
FOREMAN #1			
FOREMAN #2			
MAPPING			

REV# 2	DATE	BY	DESCRIPTION	
3				
2				
1				
COUNTY KING	Emer Sect N/A	Gas Wk Ctr N/A	POWER WK CTR CSPFEPI	
1/4 SEC SE 09-23-08E	OP MAP N/A		PLAT MAP N/A	
U-MAP NO (POWER) 2308E036	OH CKT MAP 2308E040	UG CKT MAP 2308E036	CIRCUIT NO NBE-12	

JOINT FACILITIES ARRANGEMENTS

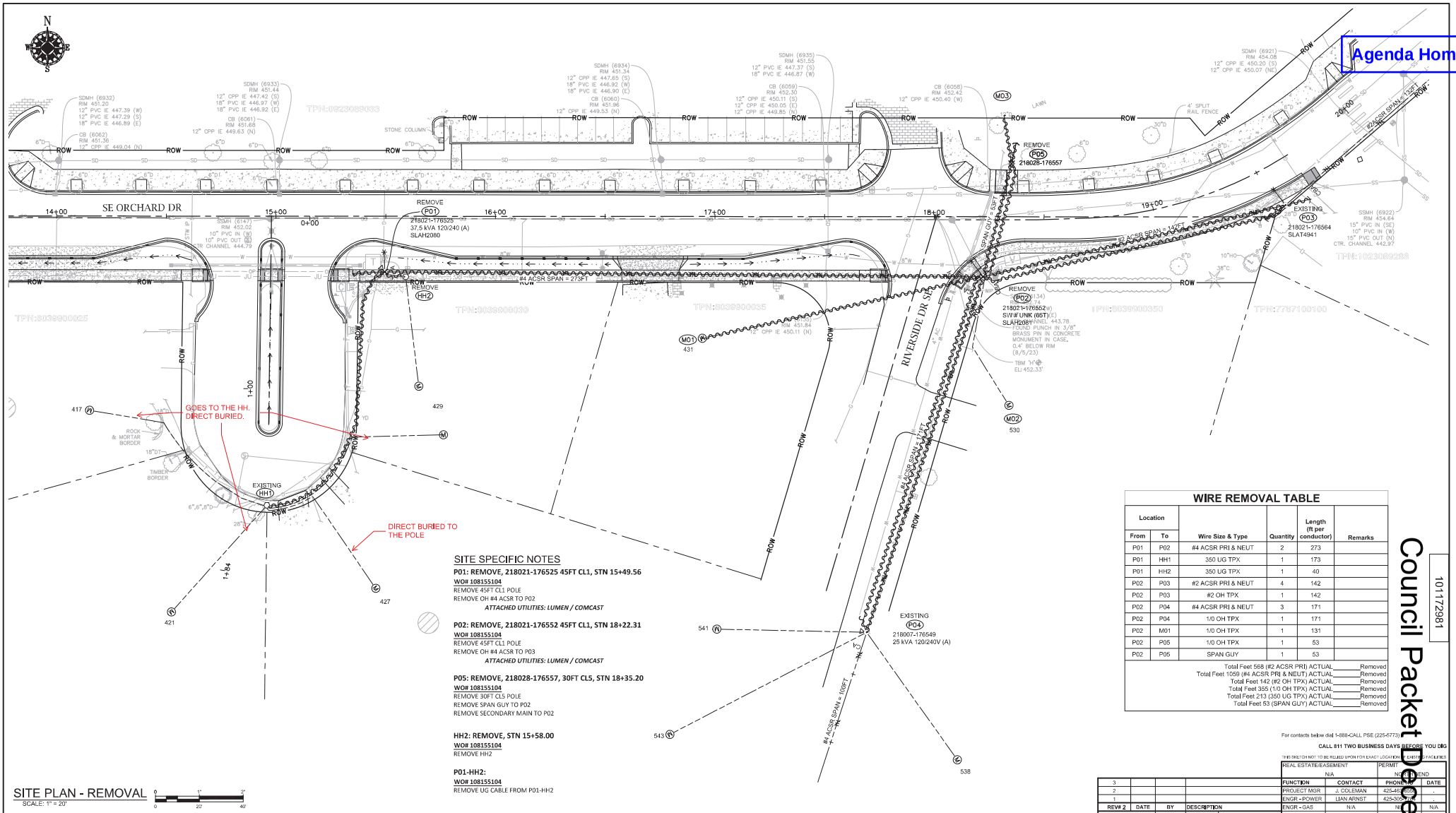
UTILITIES	-	-	-	N/A
CONTACT	-	-	-	N/A
PHONE#	-	-	-	N/A

PUGET SOUND ENERGY

MULTIPLE CITY ST. IMPROVEMENTS
SCHEDULE 74
429 SE ORCHARD DR, NORTH BEND, WA 98045

INCIDENT N/A	MAOP N/A
Gas Order N/A	Elect Order 101172981
SCALE AS NOTED	PAGE 1 / 10

Oct 15, 2024 – 10:46am J:\Group Share\1_Project Design Request\Pl_Electric\New Designs\2_ Designer to PSE\10-06-24\ASP_101172981_NORTH BEND CITY STREET IMPROVEMENTS\ASP DESIGN\ 101172981 – NORTH BEND CITY STREET IMPROVEMENTS.dwg



SITE SPECIFIC NOTES

P01: REMOVE, 218021-176525 45FT CL1, STN 15+49.56
WO# 108155104
REMOVE 45FT CL1 POLE
REMOVE OH #4 ACSR TO P02
ATTACHED UTILITIES: LUMEN / COMCAST

P02: REMOVE, 218021-176552 45FT CL1, STN 18+22.31
WO# 108155104
REMOVE 45FT CL1 POLE
REMOVE OH #4 ACSR TO P03
ATTACHED UTILITIES: LUMEN / COMCAST

P05: REMOVE, 218028-176557, 30FT CL5, STN 18+35.20
WO# 108155104
REMOVE 30FT CL5 POLE
REMOVE SPAN GUY TO P02
REMOVE SECONDARY MAIN TO P02

HH2: REMOVE, STN 15+58.00
WO# 108155104
REMOVE HH2

P01-HH2:
WO# 108155104
REMOVE UG CABLE FROM P01-HH2

SITE PLAN - REMOVAL

SCALE: 1" = 20'

0 20' 40'

WIRE REMOVAL TABLE

Location From	Location To	Wire Size & Type	Quantity	Length (ft per conductor)	Remarks
P01	P02	#4 ACSR PRI & NEUT	2	273	
P01	HH1	350 UG TPX	1	173	
P01	HH2	350 UG TPX	1	40	
P02	P03	#2 ACSR PRI & NEUT	4	142	
P02	P03	#2 OH TPX	1	142	
P02	P04	#4 ACSR PRI & NEUT	3	171	
P02	P04	1/0 OH TPX	1	171	
P02	M01	1/0 OH TPX	1	131	
P02	P05	1/0 OH TPX	1	53	
P02	P05	SPAN GUY	1	53	

Total Feet 568 (#2 ACSR PRI) ACTUAL_____Removed
Total Feet 1059 (#4 ACSR PRI & NEUT) ACTUAL_____Removed
Total Feet 142 (#2 OH TPX) ACTUAL_____Removed
Total Feet 355 (1/0 OH TPX) ACTUAL_____Removed
Total Feet 213 (350 UG TPX) ACTUAL_____Removed
Total Feet 53 (SPAN GUY) ACTUAL_____Removed

POLE RETIREMENT TABLE

SITE #	POLE DATA: GRID #	HEIGHT	CLASS	YEAR	POLE: TOPPED	RMVD	TEMP TRANSFERS: TEL	TV	FIBER	ST. LIGHT TRANSFERS: TRAN	RMVD	ID NUMBER
P01	218021-176525	45FT	1	1981	☐	☐	☐	☐	☐	☐	☐	
P02	218021-176552	45FT	1	1961	☐	☐	☐	☐	☐	☐	☐	
P05	218028-176557	30FT	5	1961	☐	☐	☐	☐	☐	☐	☐	

TRANSFORMER REMOVAL

Removal site: P01
Grid Number: 218021-176525
kVA Rating: 37.5kVA

Foreman to redline the following information

Company ID#: _____
Primary phase connected to: _____
Tested Secondary Voltage 1

SECONDARY HH RETIREMENT TABLE

Site	Pedestal or Handhole	STATION #	Remarks
HH2	HANDHOLE	15+58.00	

For contacts below dial 1-888-CALL PSE (225-5773)

CALL 811 TWO BUSINESS DAYS BEFORE YOU DIG

THIS SHEET IS NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

REAL ESTATE/EASEMENT	PERMIT
N/A	NO PERMIT REQUIRED

REV#	DATE	BY	DESCRIPTION
3			
2			
1			

COUNTY	Emer Sect	Gas Wk Ctr	POWER WK CTR
KING	N/A	N/A	CSPF/EPI
1/4 SEC	OP MAP		PLAT MAP
SE 09-23-08E	N/A		N/A
U-MAP NO (POWER)	OH CKT MAP	UG CKT MAP	CIRCUIT NO
2308E036	2308E040	2308E036	NBE-12

FUNCTION	CONTACT	PHONE	DATE
PROJECT MGR	J. COLEMAN	425-462-[illegible]	-
ENGR - POWER	LIAN ARNST	425-305-[illegible]	-
ENGR - GAS	N/A	N/A	N/A
DRAWN BY	A. VASQUEZ	909-282-[illegible]	10/15/24
CHECKED BY	Lian Arnst	425-305-[illegible]	
APPROVED BY	Lian Arnst	425-305-[illegible]	
FOREMAN #1			
FOREMAN #2			
MAPPING			

JOINT FACILITIES ARRANGEMENTS

UTILITIES	-	-	-	-
CONTACT	-	-	-	-
PHONE#	-	-	-	-

PUGET SOUND ENERGY

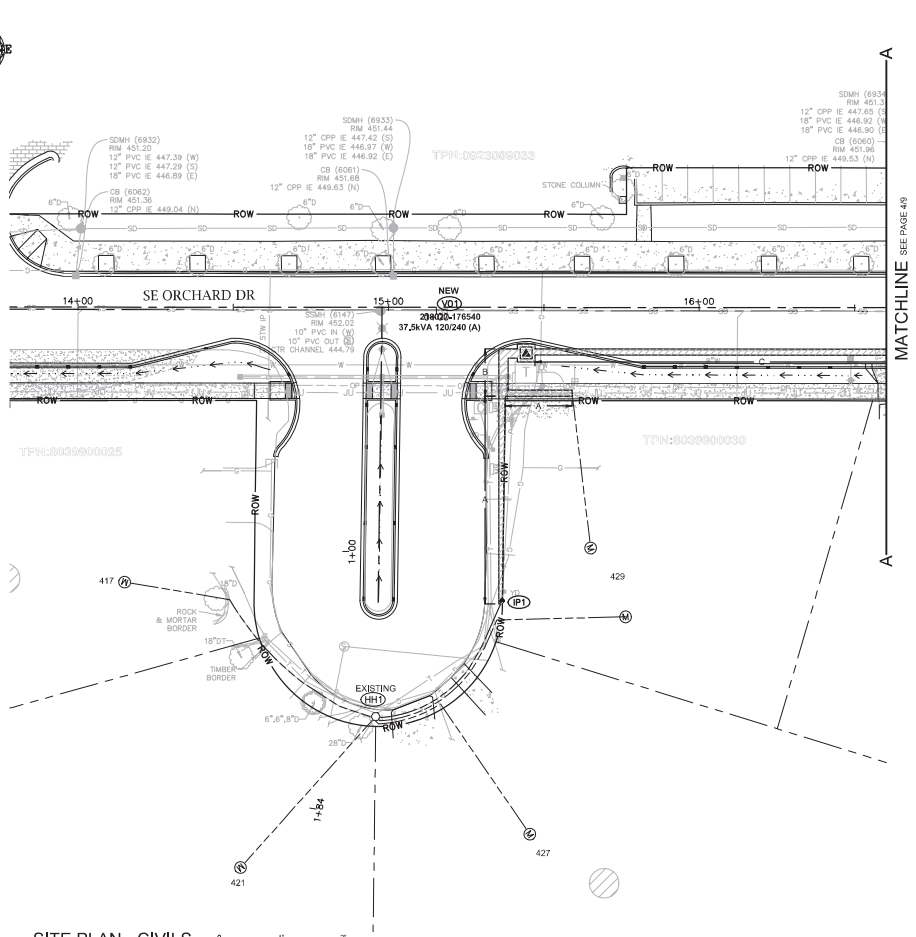
MULTIPLE CITY ST. IMPROVEMENTS
SCHEDULE 74
429 SE ORCHARD DR, NORTH BEND, WA 98045

INCIDENT	MAOP
N/A	N/A
Gas Order	Elect Order
N/A	101172981
SCALE: AS NOTED	PAGE 2 / 10

101172981

Council Packet December 3, 2024

Oct 15, 2024 – 10:46am J:\Group Share\1_Project Design Request\PI_Electric\New Designs\2_ Designer to PSE\10-06-24\ASP_101172981_NORTH BEND CITY STREET IMPROVEMENTS\ASP DESIGN\ 101172981 – NORTH BEND CITY STREET IMPROVEMENTS.dwg



SITE PLAN - CIVILS

SCALE: 1" = 20'

0 1" 2"
0 20' 40'

SITE SPECIFIC NOTES

V01: NEW, 218027-176540, STN 15+44.33

WO# 101172981

INSTALL NEW 1Ø PADMOUNT TRANSFORMER 15kV, 37.5kVA & LOWER LOOP (MINU1SL) AS PER STD 6045.1010 **(UNIT 2-45 X1)**

IP1:

WO# 594159635

INTERCEPT EXISTING SECONDARY CONDUIT

IP1-V01:

WO# 101172981

INSTALL NEW 3" DB-120 CONDUIT (MID#7634900) ±85FT **(UNIT 2-36 X 85FT)**

INSTALL (1) 3" 90° BEND

HH2-V01:

WO# 101172981

INSTALL NEW 3" DB-120 CONDUIT (MID#7634900) ±30

INSTALL NEW (2) 3" 90° BENDS

V01-J01:

WO# 101172981

INSTALL NEW 2" DB-120 CONDUIT (MID#7635000) **(UNIT 2-36 X 300FT)**

INSTALL NEW 4" DB-120 CONDUIT (SPARE)

TRANSFORMER INSTALLATION

Installed at site: V01
Grid Number: 218027-176540
kVA Rating: 37.5kVA
Material ID#: 6247050

Foreman to redline the following information

Company ID#: _____
Primary phase connected to: _____
Tested Secondary Voltage _____ / _____

For contacts below dial 1-888-CALL PSE (225-5773)

CALL 811 TWO BUSINESS DAYS BEFORE YOU DIG

THIS SHEET IS NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

REV# 2	DATE	BY	DESCRIPTION
3			
2			
1			

COUNTY	Emer Sect	Gas Wk Ctr	POWER WK CTR
KING	N/A	N/A	CSP/FEPI
1/4 SEC	OP MAP		PLAT MAP
SE 09-23-08E	N/A		N/A
U-MAP NO (POWER)	OH CKT MAP	UG CKT MAP	CIRCUIT NO
2308E036	2308E040	2308E036	NBE-12

REAL ESTATE/EASEMENT		PERMIT
N/A		NO PERMIT REQUIRED
FUNCTION	**CONTACT**	**PHONE** / **DATE**
PROJECT MGR	J. COLEMAN	425-462-[illegible] / -
ENGR - POWER	LIAN ARNST	425-305-[illegible] / -
ENGR - GAS	N/A	N/A / N/A
DRAWN BY	A. VASQUEZ	909-282-[illegible] / 10/15/24
CHECKED BY	Liam Arnst	425-305-[illegible]
APPROVED BY	Liam Arnst	425-305-[illegible]
FOREMAN #1		
FOREMAN #2		
MAPPING		

JOINT FACILITIES ARRANGEMENTS

UTILITIES				
CONTACT	-	-	-	N/A
PHONE#	-	-	-	N/A

PUGET SOUND ENERGY

MULTIPLE CITY ST. IMPROVEMENTS
SCHEDULE 74
429 SE ORCHARD DR, NORTH BEND, WA 98045

INCIDENT N/A	MAOP N/A
Gas Order N/A	Elect Order 101172981
SCALE: AS NOTED	PAGE 3 / 10

101172981

Council Packet December 3, 2024

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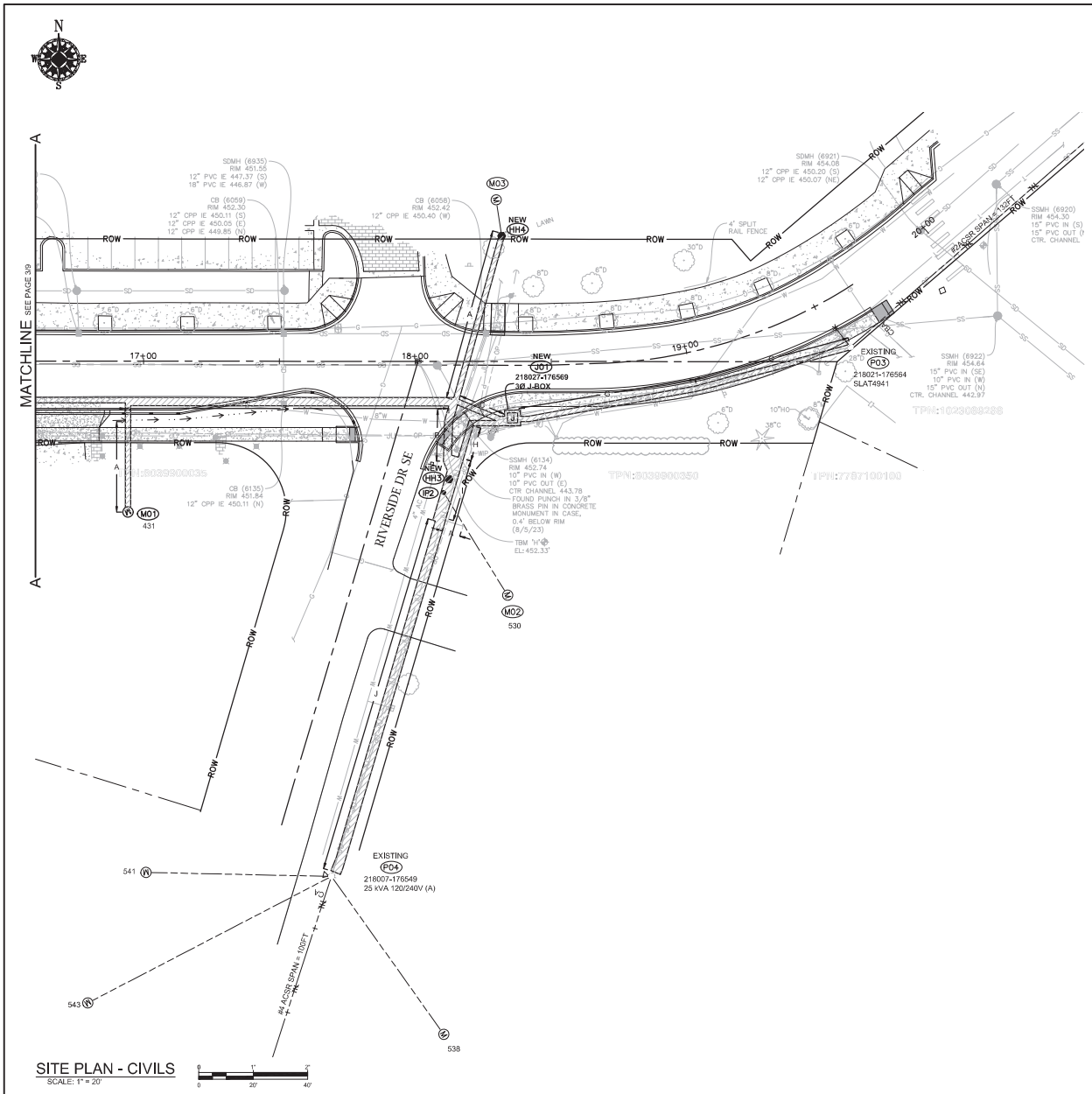
10/15/2024 10:36 AM PYBERT – arnst, liam wdgs



SITE PLAN - CIVILS

SCALE: 1" = 20'

0 1' 2'
0 20' 40'

SITE SPECIFIC NOTES

J01: NEW, 218027-176569, STN 18+35.80
WO# 101172981
INSTALL NEW 12kV 3Ø 575 J-BOX, 4-POS (JBOX15L) AS PER STD 6055.1030 **(UNIT 2-45 X1)**

J01-P03
WO# 101172981
INSTALL NEW 4" DB-120 CONDUIT +/- 140FT
INSTALL NEW 4" DB-120 CONDUIT (SPARE) +/- 140FT
INSTALL NEW (2) 4" 11° BEND

J01-P04
WO# 101172981
INSTALL NEW 3" DB-120 CONDUIT +/- 230FT
INSTALL NEW (1) 3" 90° BEND

HH3: STN 00+38.43
WO# 101172981
INSTALL NEW UG SECONDARY HANDHOLE PE 3030 #10-350 4-POS (HH14350SP) AS PER STD 6050.2020 **(UNIT 3-22 X1)**

P04-HH3
WO# 101172981
INSTALL NEW 3" DB-120 CONDUIT +/- 180FT
INSTALL NEW (1) 3" 90° BEND

HH3-M01
WO# 101172981
INSTALL NEW 3" DB-120 CONDUIT +/- 180FT
INSTALL NEW (2) 3" 90° BEND

HH3-M02
WO# 101172981
INSTALL NEW 3" DB-120 CONDUIT +/- 80FT
INSTALL NEW (2) 3" 90° BENDS
INSTALL NEW (1) 3" 45° BEND

HH4: STN 18+30.44
WO# 101172981
INSTALL NEW UG SECONDARY HANDHOLE PE 17" X 30" #10-350 6-POS (HH16350) AS PER STD 6050.2000 **(UNIT 3-22 X1)**

HH3-HH4
WO# 101172981
INSTALL NEW 3" DB-120 CONDUIT +/- 100FT
INSTALL NEW (1) 3" 11° BEND

HH4-M03
CITY TO TRENCH & INSTALL UG POWER FROM HH TO METER

For contacts below dial 1-888-CALL PSE (225-5773)

CALL 811 TWO BUSINESS DAYS BEFORE YOU DIG

THIS SHEET IS NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

REAL ESTATE/EASEMENT	PERMIT
N/A	NO PERMIT REQUIRED

REV#2	DATE	BY	DESCRIPTION		
3					
2					
1					
COUNTY		Ernie Sect	Gas Wk Ctr	POWER WK CTR	
KING		N/A	N/A	CSP/EPI	
1/4 SEC		OP MAP		PLAT MAP	
SE 09-23-08E		N/A		N/A	
U-MAP NO (POWER)		OH CKT MAP	UG CKT MAP	CIRCUIT NO	
2308E036		2308E040	2308E036	NBE-12	

FUNCTION	CONTACT	PHONE	DATE
PROJECT MGR	J. COLEMAN	425-462-[illegible]	-
ENGR - POWER	LIAN ARNST	425-305-[illegible]	-
ENGR - GAS	N/A	N/A	N/A
DRAWN BY	A. VASQUEZ	909-282-[illegible]	10/15/24
CHECKED BY	Lian Arnst	425-305-[illegible]	
APPROVED BY	Lian Arnst	425-305-[illegible]	
FOREMAN #1			
FOREMAN #2			
MAPPING			

JOINT FACILITIES ARRANGEMENTS

UTILITIES	-	-	-	NO
CONTACT	-	-	-	NO
PHONE#	-	-	-	N/A

PUGET SOUND ENERGY

MULTIPLE CITY ST. IMPROVEMENTS
SCHEDULE 74
429 SE ORCHARD DR, NORTH BEND, WA 98045

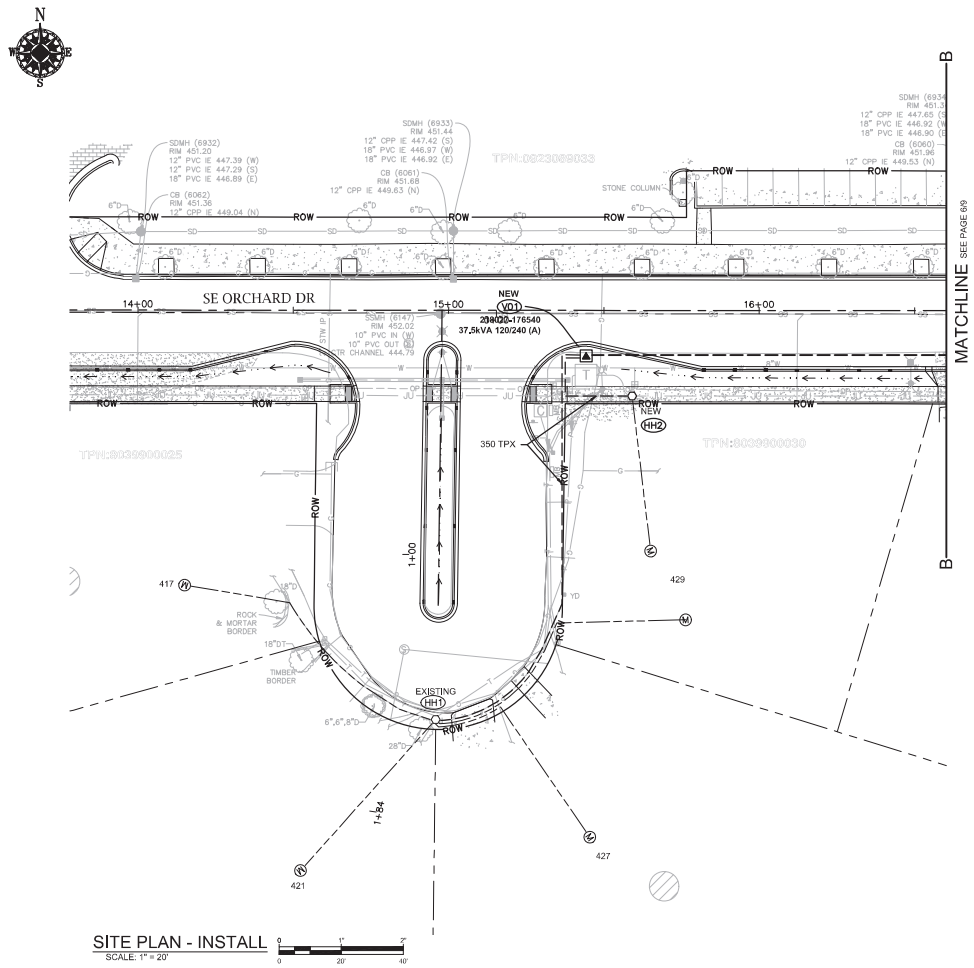
INCIDENT	MAOP
N/A	N/A
Gas Order	Elect Order
N/A	101172981
SCALE: AS NOTED	PAGE: 4 / 10

101172981

Council Packet December 3, 2024

Oct 15, 2024 – 10:46am J:\Group Share\1_Project Design Request\PI_Electric\New Designs\2_ Designer to PSE\10-06-24\ASP_101172981_NORTH BEND CITY STREET IMPROVEMENTS\ASP DESIGN\ 101172981 – NORTH BEND CITY STREET IMPROVEMENTS.dwg

10/15/2024 10:36 AM PYBEAT – arnst, lian adge



SITE PLAN - INSTALL
SCALE: 1" = 20'

SITE SPECIFIC NOTES

HH1-V01:
WO# 101172981
INSTALL NEW 350 SECONDARY TRIPLEX CABLE ± 150FT
WO# 108155104
REMOVE EXISTING SECONDARY TRIPLEX CABLE

HH2:
WO# 101172981
INSTALL NEW HH, 3030 #10-350 4-POS ANTI-SKID (HH14350AS) AS PER STD 6050.2020

HH2-V01:
WO# 101172981
INSTALL NEW 350 UG SECONDARY TRIPLEX CABLE ± 30FT

V01-J01:
WO# 101172981
INSTALL NEW 1Ø 1/0 PRIMARY CABLE **(UNIT 2-54 X 300FT)**
CABLE # EJ5471

For contacts below dial 1-888-CALL PSE (225-5773)

CALL 811 TWO BUSINESS DAYS BEFORE YOU DIG

THIS SHEET IS NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

REV#2	DATE	BY	DESCRIPTION
3			
2			
1			

COUNTY	Emer Sect	Gas Wk Ctr	POWER WK CTR
KING	N/A	N/A	CSP/EPI
1/4 SEC	OP MAP		PLAT MAP
SE 09-23-08E	N/A		N/A
U-MAP NO (POWER)	OH CKT MAP	UG CKT MAP	CIRCUIT NO
2308E036	2308E040	2308E036	NBE-12

FUNCTION	CONTACT	PHONE	DATE
REAL ESTATE/EASEMENT	N/A	PERMIT	NO PERMIT REQUIRED
PROJECT MGR	J. COLEMAN	425-462-[illegible]	-
ENGR - POWER	LIAN ARNST	425-305-[illegible]	-
ENGR - GAS	N/A	N/A	N/A
DRAWN BY	A. VASQUEZ	909-282-[illegible]	10/15/24
CHECKED BY	Lian Arnst	425-305-[illegible]	
APPROVED BY	Lian Arnst	425-305-[illegible]	
FOREMAN #1			
FOREMAN #2			
MAPPING			

JOINT FACILITIES ARRANGEMENTS

UTILITIES	-	-	-	NO
CONTACT	-	-	-	N/A
PHONE#	-	-	-	

PUGET SOUND ENERGY

MULTIPLE CITY ST. IMPROVEMENTS
SCHEDULE 74
429 SE ORCHARD DR, NORTH BEND, WA 98045

INCIDENT N/A	MAOP N/A
Gas Order N/A	Elect Order 101172981
SCALE AS NOTED	PAGE 5 / 10

101172981

Council Packet December 3, 2024

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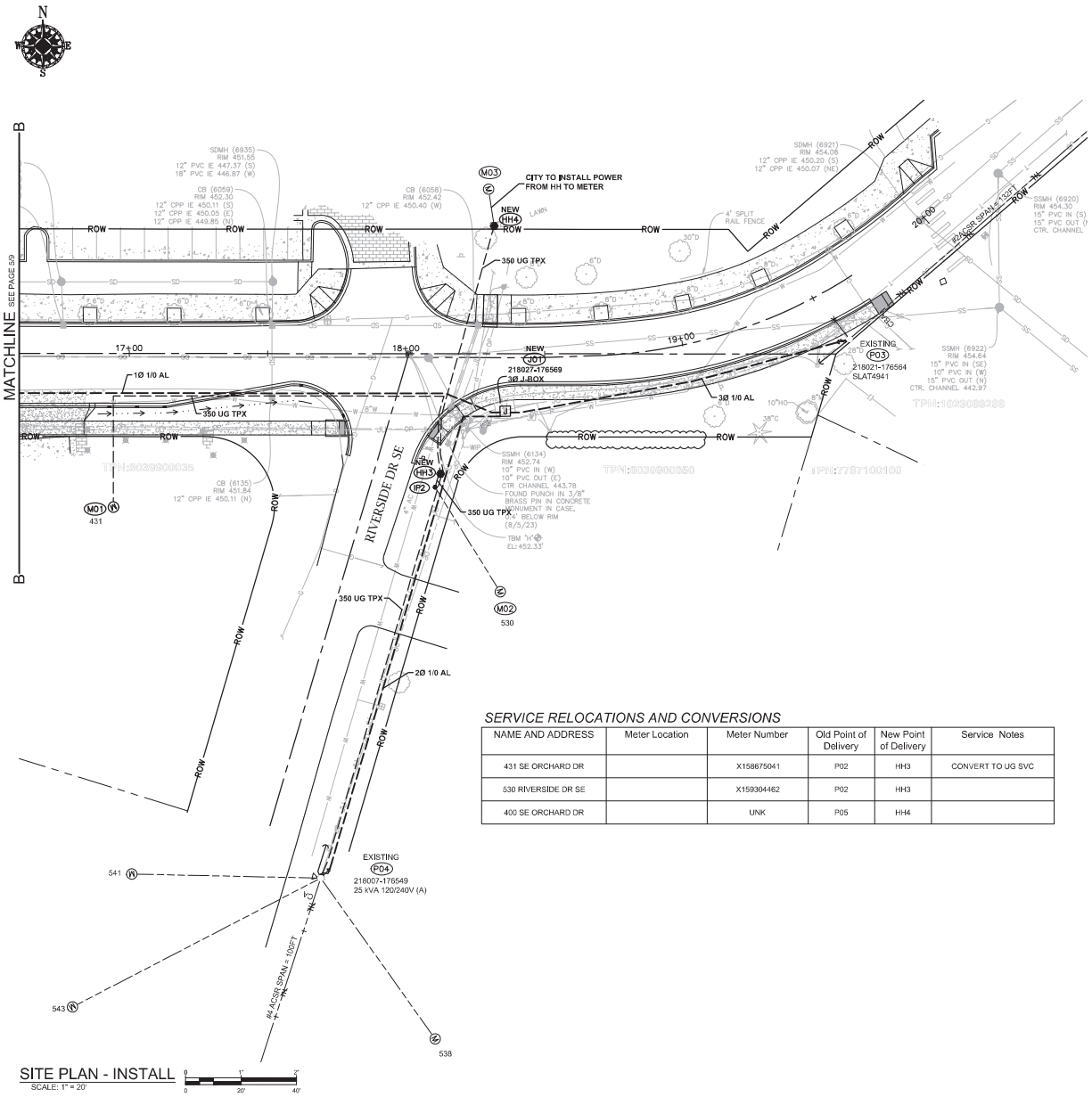


SITE PLAN - INSTALL

SCALE: 1" = 20'

SITE SPECIFIC NOTES

P03: EXISTING, 218021-176552 45FT CL1, STN 19+54.52

WO# 101172981

INSTALL NEW 3Ø, TANGENT DE 1/0 AND LARGER (DE3310) AS PER STD 6033.1042
***MAINTAIN COMPACT CONSTRUCTION DUE TO ROW LINE
INSTALL NEW 12kV TERMINATION (TER10JC) AS PER STD 6041.3000 **(UNIT 2-45 X1)**
INSTALL NEW 4" RISER COND SYS STANDOFF (RIS4CSS) AS PER STD 6042.1000
INSTALL NEW (2) 3/8 GUY STRAND, PRIMARY (GYD3SA) AS PER STD 6013.0100, FACING SW **(UNIT 2-23 X 1)**
INSTALL NEW (1) 7/16 GUY STRAND, NEUTRAL (GYD7SAN) AS PER STD 6013.0100
INSTALL (1) NEW TRIPLE HELIX ANCHOR (ANDH3) AS PER STD 6012.1000

J01-P03

WO# 101172981

INSTALL NEW 3Ø 1/0 PRIMARY +/- 140FT **(UNIT 2-55 X 140FT)**
CABLE #'S EJS466-AØ, EJS467-BØ, EJS468-CØ

P04: EXISTING, 218007-176549 45FT CL1, STN UNK

WO# 101172981

INSTALL NEW 2Ø, TANGENT DE #4ACSR (DE2015) AS PER STD 6032.1040
INSTALL NEW 12kV TERMINATION (TER10JC) AS PER STD 6041.3000 **(UNIT 2-45 X1)**
INSTALL NEW 3" RISER (RIS3CSS) AS PER STD 6042.1000
INSTALL (1) 3/8 GUY STRAND PRIMARY (GYD3SA) AS PER STD 6013.0100
INSTALL (1) 3/8 GUY STRAND NEUTRAL (GYD3SAN) AS PER STD 6013.0100
INSTALL (1) 10" SINGLE HELIX 1" ROD ANCHOR (ANDH1) AS PER STDD 6012.1000, FACING 10FT NORTH

J01-P04

WO# 101172981

INSTALL NEW 2Ø 1/0 PRIMARY +/- 230FT **(UNIT 2-54 X 230FT)**
CABLE #'S EJS469-AØ, EJS470-CØ

P04-HH3

WO# 101172981

INSTALL NEW UG 350 TPX SECONDARY MAIN +/- 180FT **(UNIT 2-54A X 180FT)**

HH3-M01

WO# 101172981

INSTALL NEW UG 350 TPX SECONDARY SERVICE +/- 180FT
CUSTOMER TO INSTALL NEW UG METER BASE

HH3-M02

WO# 101172981

INSTALL NEW UG 350 TPX SECONDARY SERVICE +/- 80FT

HH3-HH4

WO# 101172981

INSTALL NEW UG 350 TPX SECONDARY MAIN +/- 100FT

HH4-M03

WO# 101172981

CITY TO TRENCH & INSTALL UG POWER FROM HH TO METER
CONNECT ____# OF RUNS OF
CUSTOMER OWNED SECONDARY

SERVICE RELOCATIONS AND CONVERSIONS

NAME AND ADDRESS	Meter Location	Meter Number	Old Point of Delivery	New Point of Delivery	Service Notes
431 SE ORCHARD DR		X158675041	P02	HH3	CONVERT TO UG SVC
530 RIVERSIDE DR SE		X159304462	P02	HH3	
400 SE ORCHARD DR		UNK	P05	HH4	

For contacts below dial 1-888-CALL PSE (225-5773)

CALL 811 TWO BUSINESS DAYS BEFORE YOU DIG

THIS SHEET IS NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

REAL ESTATE/EASEMENT	PERMIT
N/A	NO PERMIT REQUIRED

REV# 2	DATE	BY	DESCRIPTION		
3					
2					
1					

COUNTY	Ernor Sect	Gas Wk Ctr	POWER WK CTR
KING	N/A	N/A	CSPFEPI
1/4 SEC	OP MAP		PLAT MAP
SE 09-23-08E	N/A		N/A
U-MAP NO (POWER)	OH CKT MAP	UG CKT MAP	CIRCUIT NO
2308E036	2308E040	2308E036	NBE-12

FUNCTION	CONTACT	PHONE	DATE
PROJECT MGR	J. COLEMAN	425-462-[illegible]	-
ENGR - POWER	LIAN ARNST	425-305-[illegible]	-
ENGR - GAS	N/A	N/A	N/A
DRAWN BY	A. VASQUEZ	909-282-[illegible]	10/15/24
CHECKED BY	Lian Arnst	+25-305-[illegible]	
APPROVED BY	Lian Arnst	+25-305-[illegible]	
FOREMAN #1			
FOREMAN #2			
MAPPING			

JOINT FACILITIES ARRANGEMENTS

UTILITIES				
CONTACT	-	-	-	NO
PHONE#	-	-	-	N/A

PUGET SOUND ENERGY

MULTIPLE CITY ST. IMPROVEMENTS
SCHEDULE 74
429 SE ORCHARD DR, NORTH BEND, WA 98045

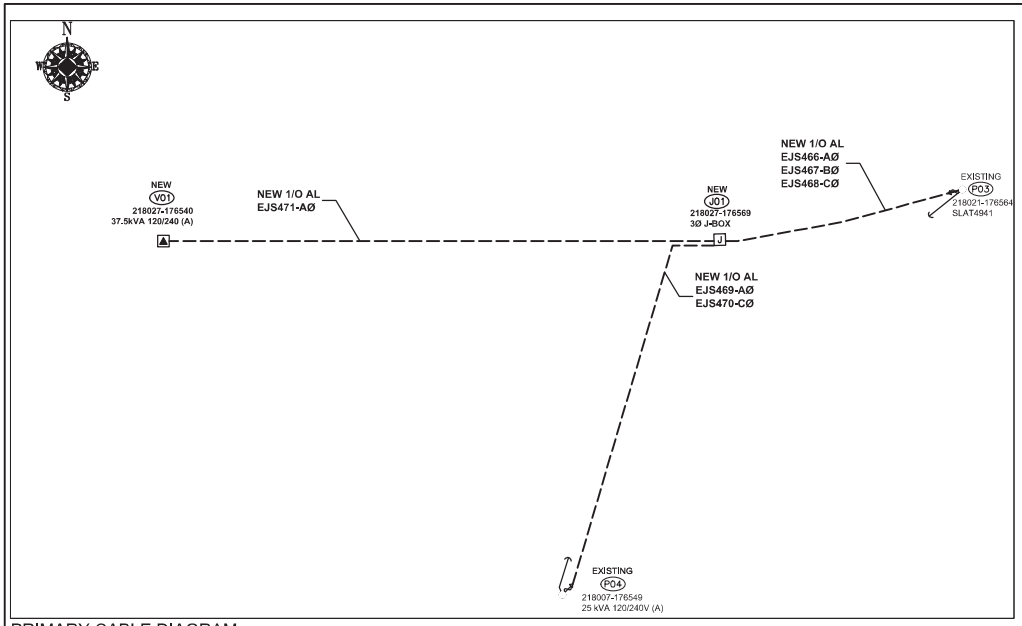
INCIDENT N/A	MAOP N/A
Gas Order N/A	Elect Order 101172981
SCALE: AS NOTED	PAGE 6 / 10

101172981

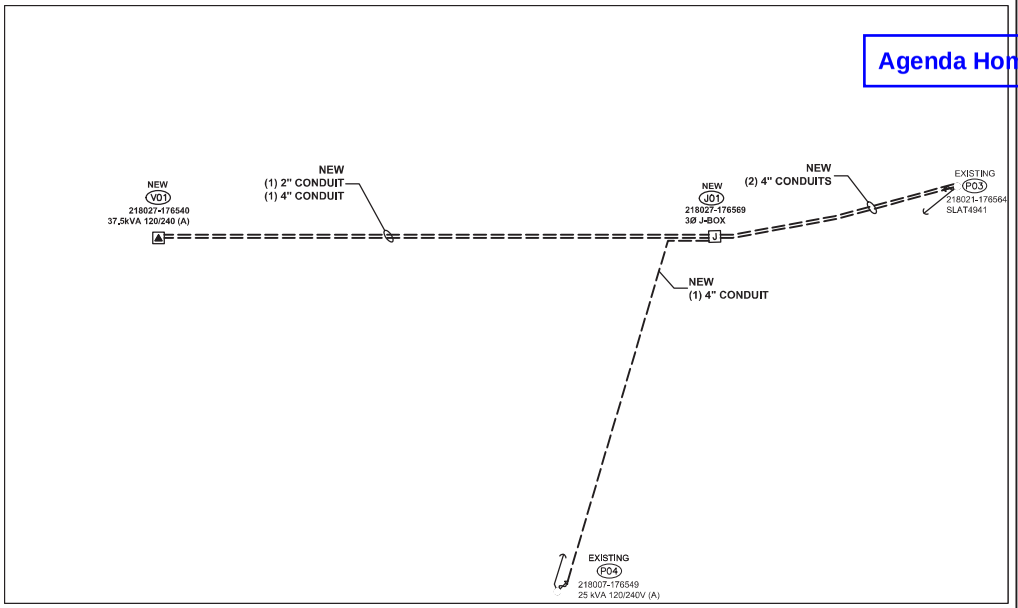
Council Packet December 3, 2024

Oct 15, 2024 – 10:47am J:\Group Share\1_Project Design Request\PI_Electric\New Designs\2_ Designer to PSE\10-06-24\ASP_101172981_NORTH BEND CITY STREET IMPROVEMENTS\ASP DESIGN\ 101172981 – NORTH BEND CITY STREET IMPROVEMENTS.dwg

10/15/2024 10:36 AM PYBERT – arnst, lian adge



PRIMARY CABLE DIAGRAM
NOT TO SCALE



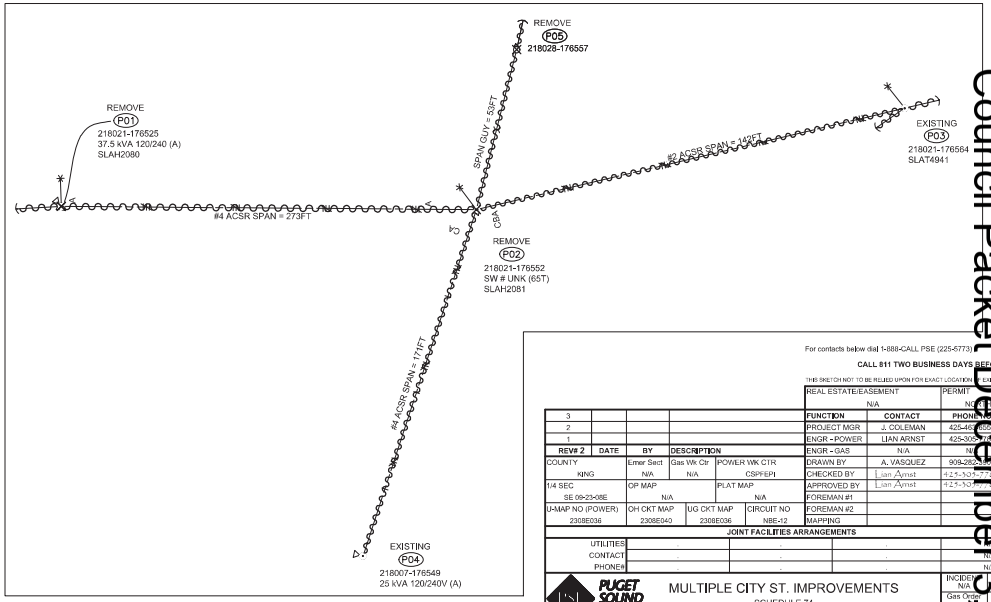
PRIMARY CONDUIT DIAGRAM
NOT TO SCALE

Vault & Equipment Table

Site	Approximate Station & Offset From Vlt Center	Grid Number	Vault Size & Cover	Type & Size Equipment In Vault	Install Primary Bushings		Transformer ID Numbers (Company ID)	ASBUILT INFORMATION Foreman-Complete
					LB ELB10J Per STD 6041.1000	DC MID 7630600		
V01	STA 15+44.3 21.5 RT	218027 176540	36"X42"X38" Unistrut HH MINU1SR (RADIAL) PER STD 6045.1010	37.5KVA 120/240 MP TRF Matid: 6247050 INSTALL (3) SECONDARY CONNECTOR LUGS: 6-HOLE - 5/8" ADAPTER MID 4842001 CONN TRF 5/8" STUD MID 4842000	1			
J01	STA 18+35.8 20.3 RT	218027 176569	5'X7'X5' Vault w/ 2-3' Sq Doors JBOX15L (PER STD 6055.1030)	J-Box Below Grade w/ (3) 4-pos bus Matid: 7625900	6	6		

PRIMARY CABLE & CONDUIT TABLE

LOCATION		CONDUIT									PRIMARY CABLE							ASBUILT INFORMATION
		SIZE	Qty	LENGTH Design (ft)	BENDS				PULL	PULL	Cable	LENGTH Design (ft)	Cable Numbers			Please Record			Foreman - Complete
FROM	TO	(in)			90°	45°	22°	11°	(lbs)	Rev (lbs)	Size		A	B	C	Manufacturer	Compound	Year	Actual Amount Installed (Conduit & Cable)
J01	P03	4	2	140				1			1/0 JKT	140	EJS466	EJS467	EJS468				1-4' SPARE
J01	P04	3	1	230	1						1/0 JKT	230	EJS469		EJS470				
V01	J01	2	1	300							1/0 JKT	300	EJS471						
V01	J01	4	1	300							CONDUIT ONLY								SPARE



PRIMARY WRECKOUT DIAGRAM
NOT TO SCALE

For contacts below dial 1-888-CALL PSE (225-5773)

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			REAL ESTATE/EASEMENT	N/A	PERMIT NO.
3					
2					
1					
REV# 2	DATE	BY	DESCRIPTION		
COUNTY		Emer Sect	Gas Wk Ctr	POWER WK CTR	
KING		N/A	N/A	CSP/EPI	
1/4 SEC		OP MAP		PLAT MAP	
SE 09-23-08E		N/A		N/A	
U-MAP NO (POWER)		OH CKT MAP	UG CKT MAP	CIRCUIT NO	
2308E036		2308E040	2308E036	NBE-12	

FUNCTION	CONTACT	PHONE	DATE
PROJECT MGR	J. COLEMAN	425-462-[illegible]	-
ENGR - POWER	LIAN ARNST	425-305-[illegible]	-
ENGR - GAS	N/A	N/A	N/A
DRAWN BY	A. VASQUEZ	909-282-[illegible]	10/15/24
CHECKED BY	Lian Arnst	425-305-[illegible]	
APPROVED BY	Lian Arnst	425-305-[illegible]	
FOREMAN #1			
FOREMAN #2			
MAPPING			

JOINT FACILITIES ARRANGEMENTS

UTILITIES	-	-	-	NO
CONTACT	-	-	-	NO
PHONE#	-	-	-	N/A

PUGET SOUND ENERGY

MULTIPLE CITY ST. IMPROVEMENTS
SCHEDULE 74
429 SE ORCHARD DR, NORTH BEND, WA 98045

INCIDENT N/A	MAOP N/A
Gas Order N/A	Elect Order 101172981
SCALE AS NOTED	PAGE 7 / 10

101172981

Council Packet December 3, 2024

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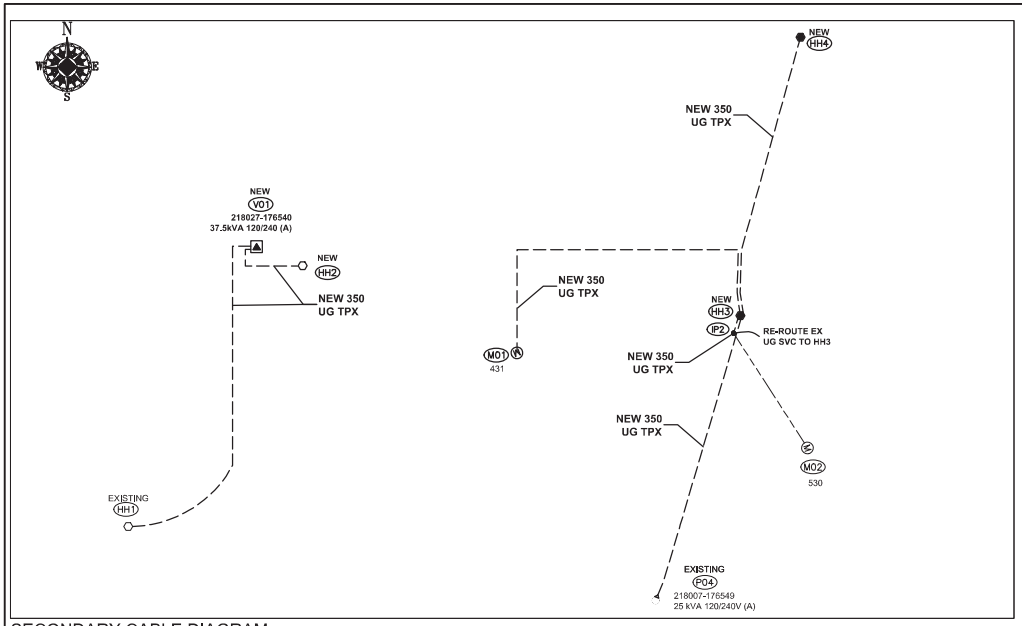
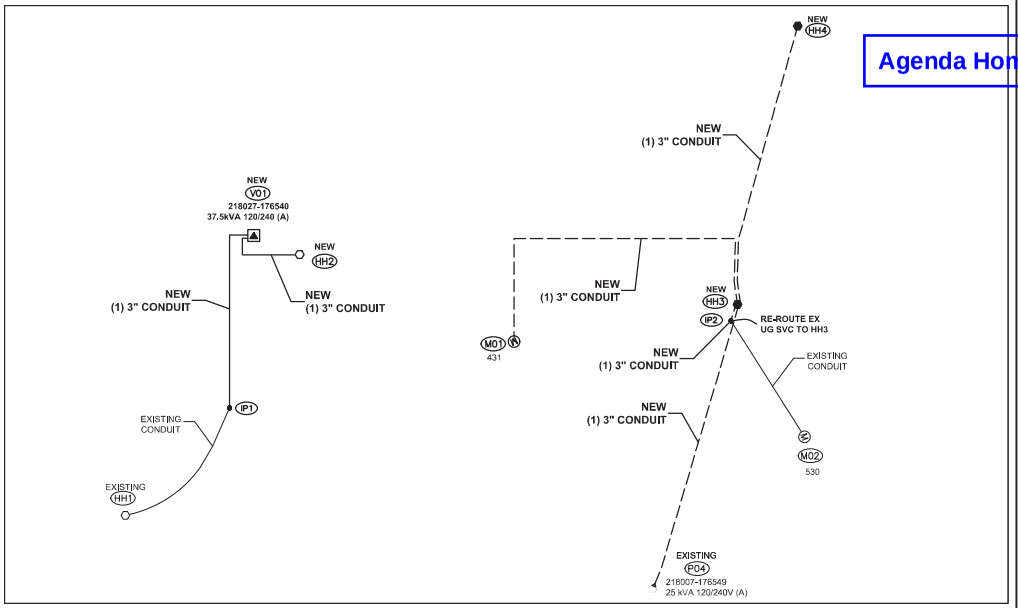


SECONDARY CABLE DIAGRAM
NOT TO SCALE



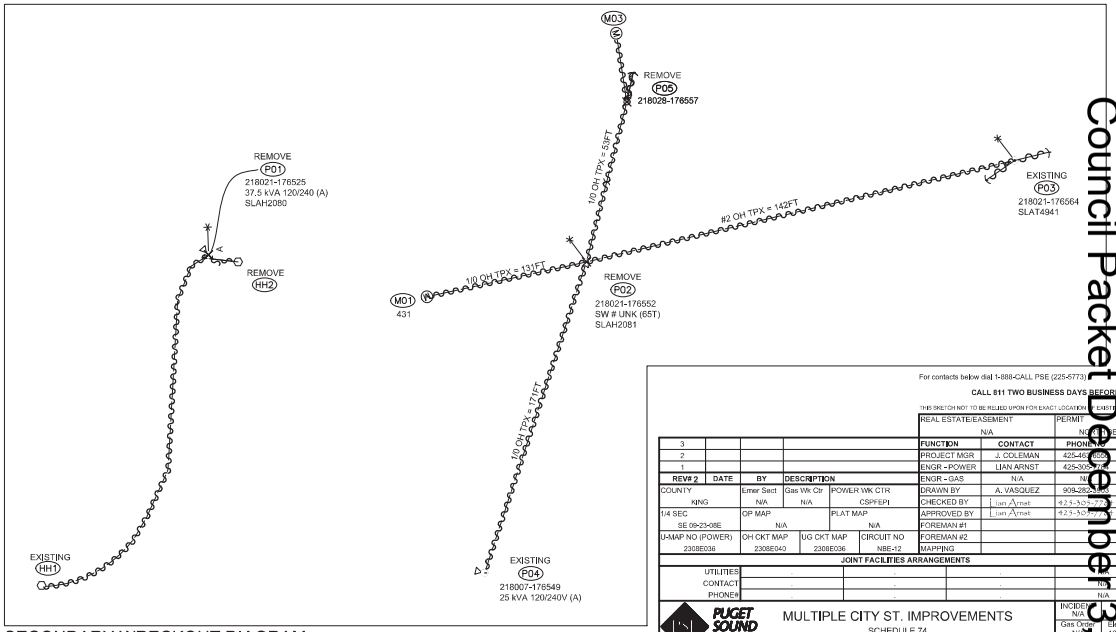
SECONDARY CONDUIT DIAGRAM
NOT TO SCALE

SECONDARY CABLE & CONDUIT TABLE

LOCATION		CABLE		CONDUIT						ASBUILT INFORMATION
		SIZE	LENGTH Design (ft)	SIZE	LENGTH Design (ft)	BENDS				Foreman - Complete
FROM	TO	(1/0,4/0,350)		(in)		90°	45°	22°	11°	Actual Amount Installed (Conduit & Cable)
IP1	V01	CONDUIT ONLY		3	85	1				
HH1	V01	350	150	CABLE ONLY						
HH2	V01	350	30	3	30	2				
P04	HH3	350	180	3	180	1				
HH3	M01	350	180	3	180	2				
HH3	M02	350	80	3	80	2	1			
HH3	HH4	350	100	3	100				1	

SECONDARY HH TABLE

Site	Vault Size & Cover	Type & Size Equipment in Vault	REMARKS
HH2	HH14350AS (SEC) With 30" X 30" Cover PER STD 6050.2020	(3) 4 Position Connector MATID: 9997156	
HH3	HH14350SP (1Ø) With 30" X 30" Cover PER STD 6050.2020	(3) 4 Position Connector MATID: 7651005	
HH4	HH16350 (1Ø) With 17" X 30" Cover PER STD 6050.2000	(3) 4 Position Connector MATID: 7651005	



SECONDARY WRECKOUT DIAGRAM
NOT TO SCALE

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REV#	DATE	BY	DESCRIPTION
3			
2			
1			

COUNTY	Emer Sect	Gas Wk Ctr	POWER WK CTR
KING	N/A	N/A	CSPFEPI
1/4 SEC	OP MAP		PLAT MAP
SE 09-23-08E	N/A		N/A
U-MAP NO (POWER)	OH CKT MAP	UG CKT MAP	CIRCUIT NO
2308E036	2308E040	2308E036	NBE-12

REAL ESTATE/EASEMENT	N/A	PERMIT	NO PERMIT REQUIRED

FUNCTION	CONTACT	PHONE	DATE
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ENGR - GAS	N/A	N/A	N/A
DRAWN BY	A. VASQUEZ	909-282-[illegible]	10/15/24
CHECKED BY	Lian Arnst	425-305-[illegible]	
APPROVED BY	Lian Arnst	425-305-[illegible]	
FOREMAN #1			
FOREMAN #2			
MAPPING			

JOINT FACILITIES ARRANGEMENTS

UTILITIES	-	-	-	N/A
CONTACT	-	-	-	N/A
PHONE#	-	-	-	N/A

PUGET SOUND ENERGY

MULTIPLE CITY ST. IMPROVEMENTS
SCHEDULE 74
429 SE ORCHARD DR, NORTH BEND, WA 98045

INCIDENT N/A	MAOP N/A
Gas Order N/A	Elect Order 101172981
SCALE: AS NOTED	PAGE 8 / 10

101172981

Council Packet December 3, 2024

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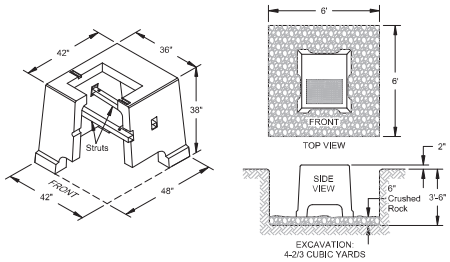
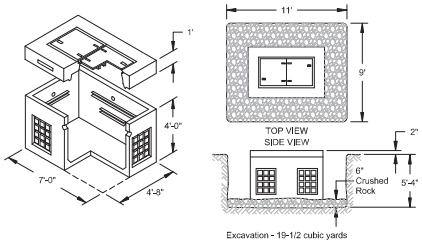
10/15/2024 10:36 AM PYBENT – arnst, lian.arnst



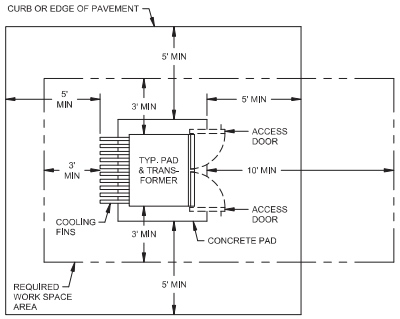
VAULT DETAIL @ V01

NOT TO SCALE **3642 Minipad Unistrut HH**



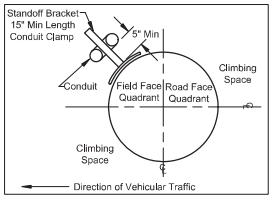
VAULT DETAIL @ J01

NOT TO SCALE **575 HH**



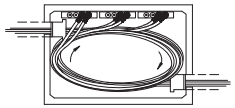
MINIMUM CLEARANCES FOR PSE EQUIPMENT

SCALE: NONE



CONDUIT RISER PLACEMENT DETAIL

NOT TO SCALE



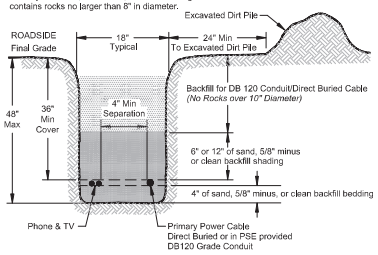
TOP VIEW

Cables should enter the vault so that all of the cables will lay in the same direction.

J-BOX CABLE ENTRY DETAIL

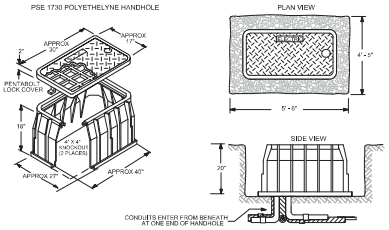
NOT TO SCALE 12kV CABLE ROUTING

Trench and backfill requirements for primary electric line extension trenches (No PSE gas)
- A 12" layer of sand, 5/8" minus, or clean shading is required when excavated native material contains rocks up to 10" in diameter.
- A 6" layer of sand, 5/8" minus, or clean shading is allowed when excavated native material contains rocks no larger than 8" in diameter.



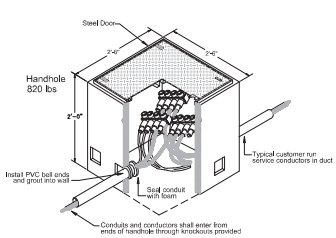
JOINT TRENCH DETAIL

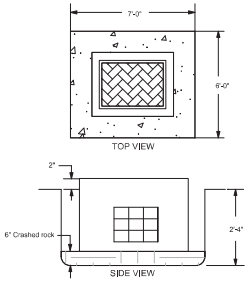
Primary-Direct Buried or DB 120 (NTS)



SINGLE PHASE SECONDARY HANDHOLE @ HH4

Not to scale



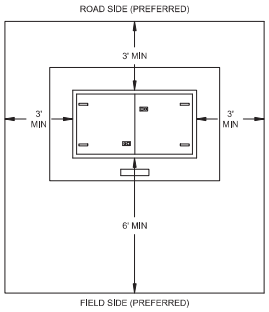


EXCAVATION: 5-1/3 CUBIC YARDS

SINGLE PHASE SECONDARY CONCRETE HANDHOLE @ HH3

Not to scale 6050.2020

Customer-installed grounding wires (the "4th" wire on the single-phase systems and the "5th" wire on the three-phase systems) **shall not** be connected to PSE's ground or neutral bus. They shall be removed by customer or cut off at the vault wall.



WORKING SPACE FOR VAULTS

SCALE: NONE

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				REAL ESTATE/EASEMENT		PERMIT	
				N/A		NO.	END
3				FUNCTION	CONTACT	PHONE	DATE
2				PROJECT MGR	J. COLEMAN	425-462-[illegible]	-
1				ENGR - POWER	LIAN ARNST	425-305-[illegible]	-
REV#2	DATE	BY	DESCRIPTION	ENGR - GAS	N/A	N/A	N/A
COUNTY		Emer Sect	Gas Wk Ctr / POWER WK CTR	DRAWN BY	A. VASQUEZ	909-282-[illegible]	10/15/24
KING		N/A	N/A / CSP/FEPI	CHECKED BY	Lian Arnst	425-305-[illegible]	
1/4 SEC		OP MAP	PLAT MAP	APPROVED BY	Lian Arnst	425-305-[illegible]	
SE 09-23-08E		N/A	N/A	FOREMAN #1			
U-MAP NO (POWER)		OH CKT MAP	UG CKT MAP / CIRCUIT NO	FOREMAN #2			
2308E036		2308E040	2308E036 / NBE-12	MAPPING			

JOINT FACILITIES ARRANGEMENTS

UTILITIES	-	-	-	NO
CONTACT	-	-	-	NO
PHONE#	-	-	-	N/A

PUGET SOUND ENERGY

MULTIPLE CITY ST. IMPROVEMENTS
SCHEDULE 74
429 SE ORCHARD DR, NORTH BEND, WA 98045

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101172981

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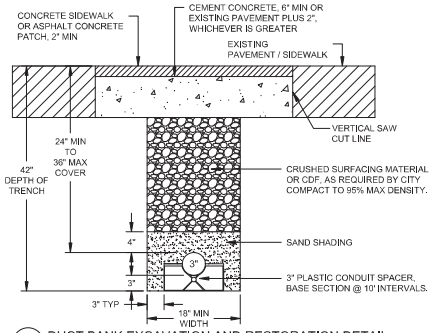
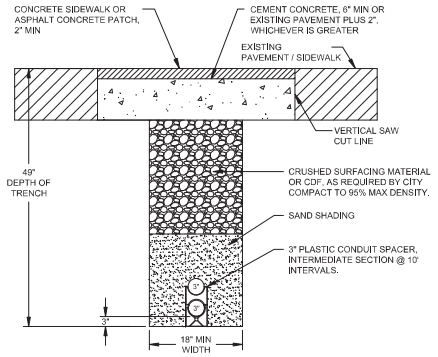
10/15/2024 10:39 AM PYBENT – arnst, lian adkp



A DUCT BANK EXCAVATION AND RESTORATION DETAIL
SCALE: NONE



B DUCT BANK EXCAVATION AND RESTORATION DETAIL
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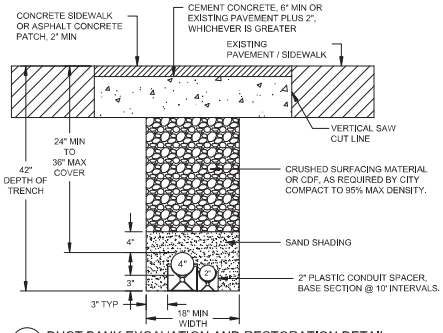

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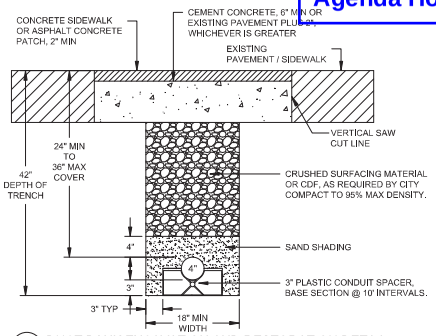

H DUCT BANK EXCAVATION AND RESTORATION DETAIL
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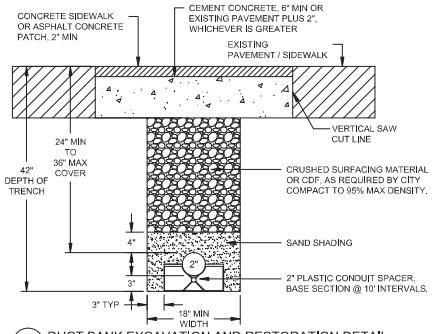

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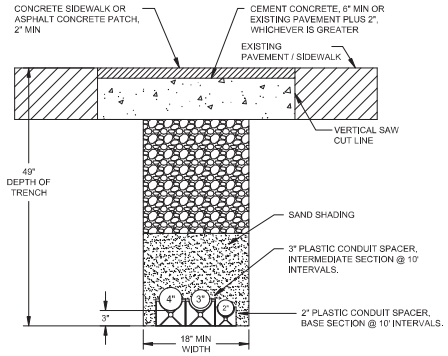
SCALE: NONE



F DUCT BANK EXCAVATION AND RESTORATION DETAIL
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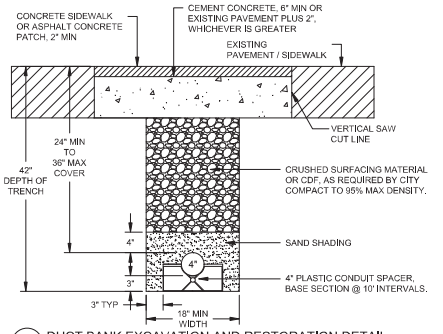
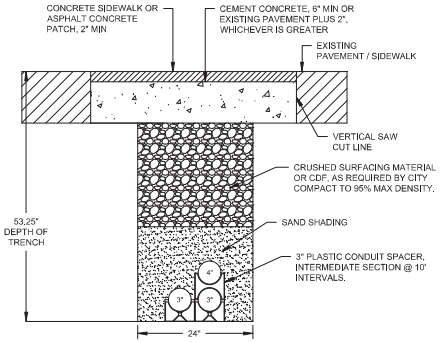


G DUCT BANK EXCAVATION AND RESTORATION DETAIL
SCALE: NONE



I DUCT BANK EXCAVATION AND RESTORATION DETAIL
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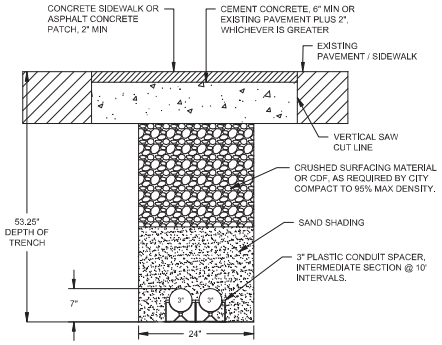

J DUCT BANK EXCAVATION AND RESTORATION DETAIL
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REAL ESTATE/EASEMENT		PERMIT	
N/A		NORTH BEND	

FUNCTION	CONTACT	PHONE	DATE
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ENGR - GAS	N/A	N/A	N/A
DRAWN BY	A. VASQUEZ	909-282-[illegible]	10/15/24
CHECKED BY	Lian Arnst	425-305-[illegible]	
APPROVED BY	Lian Arnst	425-305-[illegible]	
FOREMAN #1			
FOREMAN #2			
MAPPING			

REV# 2	DATE	BY	DESCRIPTION
3			
2			
1			

COUNTY	Emer Sect	Gas Wk Ctr	POWER WK CTR	
KING	N/A	N/A	CSP/FEPI	
1/4 SEC	OP MAP		PLAT MAP	
SE 09-23-08E	N/A		N/A	
U-MAP NO (POWER)	OH CKT MAP	UG CKT MAP	CIRCUIT NO	
2308E036	2308E040	2308E036	NBE-12	

JOINT FACILITIES ARRANGEMENTS

UTILITIES	-	-	-	N/A
CONTACT	-	-	-	N/A
PHONE#	-	-	-	N/A

PUGET SOUND ENERGY

MULTIPLE CITY ST. IMPROVEMENTS
SCHEDULE 74
429 SE ORCHARD DR, NORTH BEND, WA 98045

INCIDENT N/A	MAOP N/A
Gas Order N/A	Elect Order 101172981
SCALE: AS NOTED	PAGE: 10 / 10

101172981

Council Packet December 3, 2024

Oct 15, 2024 – 10:47am J:\Group Share\1_Project Design Request\PI_Electric\New Designs\2_ Designer to PSE\10-06-24\ASP_101172981_NORTH BEND CITY STREET IMPROVEMENTS\ASP DESIGN\ 101172981 – NORTH BEND CITY STREET IMPROVEMENTS.dwg

10/15/2024 10:39 AM PYBERT – arnst, lian adgp

Agenda Home

Attachment B

PUGET SOUND ENERGY

FACILITY CONVERSION/MODIFICATION BILLING DETAIL

To: City of North Bend
920 SE Cedar Falls Way

North Bend, WA 98045

Attn: Mike Mayen

Scope of Work

PSE costs for Sch 74 Design Agreement

Project Description: Sch 74 project along Orchard Dr
Location: 2024 Sidewalk Gaps Project/SE Orchard Dr from Meadow Dr SE to Riverside Dr SE
PSE Project Manager: Jeanne Coleman

Activity:	PSE Design Cost		PSE Construction Cost Estimate		Customer Installed Duct and Vault		Change Orders	
PSE Order #:	101172981		101172981		101172981			
	Customer Cost	40%	Customer Cost	40%	PSE Cost Share	60%		
PSE Materials				$59,215.14				
PSE Construction Labor				$ 83,361.69		$ 31,296.00	Customer Obligation	$0.00
PSE Project Management		$4,860.82		$3,054.15			PSE Obligation	$0.00
PSE Inspection								
PSE Overheads		$5,633.10		$40,189.71				
Federal Income Tax		$888.21		$15,727.86				
Total Actual Costs:		$ 11,382.13		$ 201,548.55		$ 31,296.00		

TOTAL PROJECT VALUE:	$244,226.68
City of North Bend Obligation Incl/CO's:	$85,172.27
City of North Bend Credit for D+V:	-$18,777.60
PSE Billable Amount to Customer	$66,394.67

Date: 4/5/2018

Billing Detail Form 5/01

Puget Sound Energy, Inc. PO Box 90868 Bellevue, WA 98009-0868

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-136	
Reappointments to the Business & Economic Development Commission	Department/Committee/Individual	
	Mayor Mary Miller	X
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Economic Development – James Henderson	
Cost Impact: n/a	Finance – Martin Chaw	
Fund Source: n/a	Public Works – Mark Rigos	
Timeline: immediate		

Attachments:

SUMMARY STATEMENT:

The Business & Economic Development Commission (EDC) consists of five members with terms of four (4) years. The Commission provides recommendations to the City Council for the City's economic growth and development based upon specific work plans or projects as assigned by the City Council. NBMC 2.30.020 Membership, states in part "Members of the Commission shall be appointed by the Mayor and confirmed by the Council. All members shall be selected without respect to political affiliation and shall serve without compensation."

Current terms on the Business & Economic Development Commission for Positions #3 and #4 expire on December 31, 2024.

Beth Burrows (Position #3) and Michael Kunz (Position #4) have both generously offered their time for another appointment to the Business & Economic Development Commission and Mayor Miller is recommending their reappointment.

APPLICABLE BRAND GUIDELINES: Commitment to invest in the City and foster community engagement and pride.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve AB24-136, confirming the reappointments of Beth Burrows to Position #3 and Michael Kunz to Position #4 on the Business & Economic Development Commission, terms expiring December 31, 2028.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 3, 2024		

NORTH BEND
easy to reach. . .hard to leave

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-137	
Selection of the 2025 Mayor Pro Tem	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – James Henderson	
	Administrative Services – Lisa Escobar	
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate	Mayor Pro Tem Gothelf	X

Attachments:

SUMMARY STATEMENT:

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.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve AB24-137, confirming _____ as the 2025 Mayor Pro Tem.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 3, 2024		

NORTH BEND
easy to reach. . .hard to leave

City Council Agenda Bill

SUBJECT:	Agenda Date: December 03, 2024 AB24-138	
Public Hearing Continued & Ordinance Adopting 2025-2026 Biennial Budget & Salary Schedule	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
Cost Impact: N/A	Finance – Martin Chaw	X
Fund Source: Multiple	Public Works – Mark Rigos	
Timeline: Immediate		

Attachments: Ordinance, Exhibits A and B, Public Hearing Notice

SUMMARY STATEMENT:

Chapter 35A.34 RCW authorizes cities to establish a biennial budget. Most cities in Washington State operate on a biennial budget basis. The City of North Bend operates on a biennial budget and has done so since the adoption of the 2015-2016 budget. State law requires a biennial budget to be adopted no later than December 31 of the preceding even numbered year, with the budget beginning January 1 of an odd numbered year and ending on December 31 of the following even numbered year.

The 2025-2026 budget must be adopted by December 31, 2024, with the budget beginning January 1, 2025, and ending December 31, 2026. State law requires cities to hold a minimum of two (2) public hearings on the budget. For the 2025-2026 budget, the Finance Department has scheduled three public hearings.

Council review of the 2025-2026 budget includes the following meetings, presentations, and public hearings:

Table 1: Council 2025-2026 Budget Planning Meetings and Presentations

Date	Topic
Sep 3, 2024	2025-2026 Budget Public Hearing #1; Preliminary 2025-2026 Financial Forecast.
Sep 10	Eastside Fire and Rescue Budget Presentation (Fire Chief Ben Lane).
Sep 24	Budget Workshop #1 – 2025-2030 Utilities financial forecast.
Oct 1	Ordinance authorizing refinance of ULID #7 bonds; Authorizing FCS GROUP contract for utilities rates study.
Oct 8	Budget Workshop – 2025-2030 Capital Improvement Plan.
Oct 15	2025-2026 Budget Public Hearing #2; Updated 2025-2026 Financial Forecast; Ordinance setting 2025 property taxes (1st reading); Resolution approving 2025-2030 CIP.
Oct 22	Budget Workshop – 2025-2026 Human Services grants
Nov 19	2025-2026 Budget Public Hearing #3; Ordinance adopting 2025-2026 budget (1st reading); Ordinance setting 2025 property taxes (2nd reading and adoption).
Dec 3	Ordinance adopting 2025-2026 budget (2nd and final reading, and adoption).

The proposed 2025-2026 Biennial Budget complies with state law and City financial policies. The proposed expenditures are balanced against revenue and resource estimates for each of the City's funds. The City's 16.7% Reserve policy in the General Fund is also maintained.

This budget includes property tax revenues with the 1% statutorily allowed increase over the 2024 property levy amount. As Council requested, resources from the 1% increase will be earmarked for public safety services.

There are no Decision Cards included in the 2025-2026 budget due to forecasted constraints on the General Fund.

The 2025-2026 budget includes funding for 51.0 FTEs, which is unchanged from the previous biennium.

City Council Agenda Bill

Per RCW 36.40.250 pertaining to biennial budgets, the City Council will be able to review and modify the 2025 budget revenues and expenditures as part of a mid-biennium modification that will occur in the fall of 2025.

When the final 2025-2026 Budget document is compiled, it will be published on the City's website and a copy will be available to the public at the front counter at City Hall.

APPLICABLE BRAND GUIDELINES: Balanced budget.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed at City Council meetings on Sep. 3 & 24, Oct. 8, 15 & 22, and Nov. 19, 2024. Public hearings were conducted on this item on Sep. 3, Oct. 15 and Nov. 19.

RECOMMENDED ACTION: **MOTION to approve AB24-138, an ordinance adopting the 2025-2026 Biennial Budget and the 2025 Salary Schedule, as a final reading.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
November 19, 2024	AB24-126 1st Reading & Public Hearing Cont. to 12/3/24 CC	7-0
December 3, 2024		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING THE 2025-2026 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, preparation of a preliminary budget, holding 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 2025-2026 has been prepared and filed, public hearings were held on September 3, 2024, October 15, 2024, and November 19, 2024, for the purposes of fixing the final budget, and the City Council has deliberated and 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 2025;

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

Section 1. 2025-2026 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 2025-2026 biennium. Set forth in summary form in Exhibit A (2025 and 2026 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. 2025 Salary Schedule Adoption: The City Council hereby adopts the 2025 Salary Schedule as shown in Exhibit B. The 2026 Salary Schedule will be adopted as part of the Mid-Biennium Modification.

Section 3. Submittal: The City Clerk and/or Finance Director is directed to transmit a certified copy of this ordinance and the final 2025-2026 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, 2025.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF DECEMBER, 2024.

CITY OF NORTH BEND:

_____

Mary Miller, Mayor

APPROVED AS TO FORM:

_____

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

_____

Susie Oppedal, City Clerk

Published:
Effective: January 1, 2025

EXHIBIT A – 2025 APPROPRIATIONS

		2025 Budget			
Fund #	Fund Title	Beginning Fund Balance	Revenues	Appropriations/ Expenditures	Ending Fund Balance
	General Fund				
001	General Fund	$ 4,773,942	$ 12,415,043	$ 12,827,008	$ 4,361,977
	Mayor & Council			$ 121,506	
	Admin & Finance			$ 1,571,864	
	Legal & Judicial			$ 711,835	
	Central Services			$ 512,104	
	Council Decision Card			$ -	
	Police			$ 2,846,293	
	Jail			$ 694,313	
	Fire Services & Em Mgmt			$ 1,808,158	
	Building Planning and Dev Review			$ -	
	Parks, Culture & Recreation			$ 1,133,864	
	Social & Human Svcs			$ 267,168	
	Interfund Transfers and Other				
	Transfer Out - Reserve Fund (F002)			$ -	
	Transfer Out - Street Operations (F101)			$ 677,691	
	Transfer Out - Capital Streets (F102)			$ -	
	Transfer Out - Street Overlay (F103)			$ 124,000	
	Transfer Out - Econ Development (F108)			$ 300,000	
	Transfer Out - Affordable Housing (F109)			$ 323,950	
	Transfer Out - Park Maint. Reserve (F117)			$ 10,000	
	Transfer Out - Municipal CIP (F310)			$ -	
	Other OpExps			$ 187,261	
002	General Fund Emergency Reserves	$ 1,097,896	$ -	$ -	$ 1,097,896
	Special Revenue Funds				
101	Street Operations	$ (5,351)	$ 1,084,189	$ 1,078,838	$ -
102	Capital Streets	$ 213,375	$ 203,750	$ 153,000	$ 264,125
103	Street Overlay	$ 430,576	$ 578,306	$ 574,000	$ 434,882
	Impact Fee Funds				
106.1	Transportation Impact Fees	$ 6,594,947	$ 1,865,949	$ 5,350,000	$ 3,110,897
106.2	Park Impact fees	$ 2,009,482	$ 1,625,321	$ 990,000	$ 2,644,803
106.3	Fire Impact Fees	$ 418,296	$ 54,183	$ -	$ 472,479
106.4	Sidewalk Impact Fees	$ 166,994	$ 1,670	$ -	$ 168,664
106.5	Trees Impact Fees	$ 400,485	$ 24,005	$ 20,000	$ 404,490
106.6	School Impact Fees	$ -	$ 1,500,000	$ 1,500,000	$ -
106.7	Bicycle and Pedestrian Impact Fees	$ 414,618	$ 104,146	$ -	$ 518,764
107	Hotel Motel Tax	$ 98,523	$ 27,053	$ 65,000	$ 60,577
108	Economic Development	$ 60,113	$ 375,601	$ 395,097	$ 40,618
109	Affordable Housing	$ 1,260,733	$ 323,950	$ 323,950	$ 1,260,733
116	Park Improvement Grants	$ 682,227	$ 6,822	$ -	$ 689,050
117	Park Maintenance Reserves	$ 52,509	$ 10,525	$ -	$ 63,034
125	Development Projects	$ 779,421	$ 507,794	$ 600,000	$ 687,215
130	American Rescue Plan Act (ARPA)	$ -	$ -	$ -	$ -
190	Transportation Benefit District	$ 3,132,999	$ 681,330	$ 700,000	$ 3,114,329
	Debt Service Funds				
216	2011 UTGO Fire Station Bonds	$ 97,619	$ 196,693	$ 149,285	$ 145,028
217	2012 TBD Bonds	$ 20	$ -	$ -	$ 20
218	2015 LTGO Bonds	$ 10,731	$ 387,274	$ 210,800	$ 187,205
220	2018 LTGO Bonds	$ 650	$ 246,750	$ 247,400	$ -
	Capital Funds				
310	Municipal CIP	$ 160,055	$ 15,162,334	$ 15,258,678	$ 63,711
320	Real Estate Excise Tax	$ 6,252,920	$ 1,662,529	$ 579,944	$ 7,335,505
	Utility Funds				
401	Water Utility Operations and CIP	$ 3,421,878	$ 4,920,791	$ 7,793,052	$ 549,617
402	Sewer Utility Operations and CIP	$ 15,394,147	$ 15,286,758	$ 14,714,277	$ 15,966,628
404	Storm and Flood Utility Operations and CIP	$ 2,187,317	$ 2,237,102	$ 2,583,803	$ 1,840,617
405	Solid Waste	$ 640,128	$ 126,193	$ 219,484	$ 546,837
451	ULID #6 Bonds	$ 611,173	$ 766,322	$ 766,322	$ 611,173
	Internal Service Funds				
	Equipment and Technology Operations				
501.1	Equipment Operations	$ 118,546	$ 282,005	$ 360,594	$ 39,957
501.2	Technology Operations	$ 95,352	$ 500,000	$ 491,228	$ 104,123
	Equipment and Technology Reserves				
502.1	Equipment Reserves	$ 1,547,212	$ 115,472	$ 475,000	$ 1,187,684
502.2	Technology Reserves	$ 334,109	$ 50,000	$ 165,000	$ 219,109
	Grand Total - All Funds	**$ 53,453,644**	**$ 63,329,862**	**$ 68,591,759**	**$ 48,191,747**
	Total Budgeted Sources and Uses	**$116,783,507**		**$116,783,507**	
		Total Resources		**Total Uses**	

EXHIBIT A (CONTINUED) – 2026 APPROPRIATIONS

		2026 Budget			
Fund #	Fund Title	Beginning Fund Balance	Revenues	Appropriations/ Expenditures	Ending Fund Balance
	General Fund				
001	General Fund	$ 4,361,977	$ 12,882,113	$ 13,174,363	$ 4,069,728
	Mayor & Council			$ 126,048	
	Admin & Finance			$ 1,635,235	
	Legal & Judicial			$ 736,303	
	Central Services			$ 534,914	
	Council Decision Card			$ -	
	Police			$ 2,945,860	
	Jail			$ 729,028	
	Fire Services & Em Mgmt			$ 1,945,664	
	Building Planning and Dev Review			$ -	
	Parks, Culture & Recreation			$ 996,249	
	Social & Human Svcs			$ 267,759	
	Interfund Transfers and Other				
	Transfer Out - Reserve Fund (F002)			$ -	
	Transfer Out - Street Operations (F101)			$ 698,337	
	Transfer Out - Capital Streets (F102)			$ -	
	Transfer Out - Street Overlay (F103)			$ 124,000	
	Transfer Out - Econ Development (F108)			$ 300,000	
	Transfer Out - Affordable Housing (F109)			$ 338,528	
	Transfer Out - Park Maint. Reserve (F117)			$ 10,000	
	Transfer Out - Municipal CIP (F310)			$ -	
	Other OpExps			$ 189,129	
002	General Fund Emergency Reserves	$ 1,097,896	$ -	$ -	$ 1,097,896
	Special Revenue Funds				
101	Street Operations	$ -	$ 1,113,405	$ 1,113,405	$ -
102	Capital Streets	$ 264,125	$ 206,730	$ 158,400	$ 312,455
103	Street Overlay	$ 434,882	$ 578,349	$ 574,000	$ 439,230
	Impact Fee Funds				
106.1	Transportation Impact Fees	$ 3,110,897	$ 1,831,109	$ 4,150,000	$ 792,006
106.2	Park Impact fees	$ 2,644,803	$ 2,531,675	$ 2,022,510	$ 3,153,967
106.3	Fire Impact Fees	$ 472,479	$ 54,725	$ -	$ 527,204
106.4	Sidewalk Impact Fees	$ 168,664	$ 1,687	$ -	$ 170,351
106.5	Trees Impact Fees	$ 404,490	$ 24,045	$ 20,000	$ 408,535
106.6	School Impact Fees	$ -	$ 1,500,000	$ 1,500,000	$ -
106.7	Bicycle and Pedestrian Impact Fees	$ 518,764	$ 105,188	$ -	$ 623,952
107	Hotel Motel Tax	$ 60,577	$ 27,156	$ 65,000	$ 22,732
108	Economic Development	$ 40,618	$ 375,406	$ 403,874	$ 12,150
109	Affordable Housing	$ 1,260,733	$ 338,528	$ 338,528	$ 1,260,733
116	Park Improvement Grants	$ 689,050	$ 6,890	$ -	$ 695,940
117	Park Maintenance Reserves	$ 63,034	$ 10,630	$ -	$ 73,664
125	Development Projects	$ 687,215	$ 506,872	$ 600,000	$ 594,087
130	American Rescue Plan Act (ARPA)	$ -	$ -	$ -	$ -
190	Transportation Benefit District	$ 3,114,329	$ 703,893	$ 700,000	$ 3,118,223
	Debt Service Funds				
216	2011 UTGO Fire Station Bonds	$ 145,028	$ 51,450	$ 148,750	$ 47,728
217	2012 TBD Bonds	$ 20	$ -	$ -	$ 20
218	2015 LTGO Bonds	$ 187,205	$ 208,000	$ 208,000	$ 187,205
220	2018 LTGO Bonds	$ -	$ 247,800	$ 247,800	$ -
	Capital Funds				
310	Municipal CIP	$ 63,711	$ 15,661,394	$ 13,882,000	$ 1,843,105
320	Real Estate Excise Tax	$ 7,335,505	$ 1,673,355	$ 400,100	$ 8,608,761
	Utility Funds				
401	Water Utility Operations and CIP	$ 549,617	$ 4,283,460	$ 4,734,013	$ 99,063
402	Sewer Utility Operations and CIP	$ 15,966,628	$ 7,499,209	$ 7,225,864	$ 16,239,974
404	Storm and Flood Utility Operations and CIP	$ 1,840,617	$ 1,756,365	$ 3,314,355	$ 282,626
405	Solid Waste	$ 546,837	$ 130,300	$ 223,757	$ 453,379
451	ULID #6 Bonds	$ 611,173	$ 752,910	$ 752,910	$ 611,173
	Internal Service Funds				
	Equipment and Technology Operations				
501.1	Equipment Operations	$ 39,957	$ 403,080	$ 374,005	$ 69,031
501.2	Technology Operations	$ 104,123	$ 515,000	$ 508,910	$ 110,214
	Equipment and Technology Reserves				
502.1	Equipment Reserves	$ 1,187,684	$ 111,877	$ 298,300	$ 1,001,261
502.2	Technology Reserves	$ 219,109	$ 50,000	$ 50,000	$ 219,109
	Grand Total - All Funds	**$ 48,191,747**	**$ 56,142,600**	**$ 57,188,845**	**$ 47,145,502**
	Total Budgeted Sources and Uses	**$104,334,347**		**$104,334,347**	
		Total Resources		**Total Uses**	

EXHIBIT B – 2025 SALARY SCHEDULE

Exempt or Union	Departments	2025 Authorized FTEs	2025 Salary Schedule Step1	Step2	Step3	Step4	Step5	Step6	2026 FTEs
	Administration								
Exempt - Director	City Administrator	1.00	$ 14,857	$ 15,630	$ 16,398	$ 17,114	$ 17,711	$ 18,421	1.00
Exempt - Director	Administrative Services Director	1.00	$ 10,879	$ 11,669	$ 12,470	$ 13,266	$ 14,062	$ 14,857	1.00
Exempt - Manager	City Clerk / Risk Manager	1.00	$ 9,273	$ 9,796	$ 10,318	$ 10,841	$ 11,364	$ 11,887	1.00
Exempt - Manager	City Clerk	0.00	$ 8,555	$ 9,007	$ 9,458	$ 9,910	$ 10,356	$ 10,802	0.00
Exempt - Manager	Communications Manager/PIO	1.00	$ 9,117	$ 9,622	$ 10,127	$ 10,632	$ 11,137	$ 11,642	1.00
Exempt - Manager	HR Manager / EM Coordinator	1.00	$ 9,117	$ 9,622	$ 10,127	$ 10,632	$ 11,137	$ 11,642	1.00
Exempt - Manager	City Attorney	0.00	$ 12,677	$ 13,300	$ 13,922	$ 14,545	$ 15,168	$ 15,790	0.00
Exempt - Manager	IT Manager	1.00	$ 9,117	$ 9,622	$ 10,127	$ 10,632	$ 11,137	$ 11,642	1.00
Clerical Union	Deputy City Clerk	1.00	$ 6,861	$ 7,136	$ 7,422	$ 7,718	$ 8,027	$ 8,348	1.00
Clerical Union	Records Coordinator	0.00	$ 6,683	$ 6,950	$ 7,228	$ 7,518	$ 7,818	$ 8,131	0.00
Clerical Union	Administrative Assistant	0.00	$ 5,312	$ 5,524	$ 5,746	$ 5,975	$ 6,215	$ 6,463	0.00
	Community & Economic Development Services								
Exempt - Director	Community & Economic Development Director	1.00	$ 12,481	$ 13,194	$ 13,907	$ 14,620	$ 15,333	$ 16,045	1.00
Exempt - Manager	Planning Manager	1.00	$ 10,680	$ 11,316	$ 11,952	$ 12,588	$ 13,224	$ 13,860	1.00
Exempt - Manager	Development Review Manager	0.00	$ 8,978	$ 9,568	$ 10,159	$ 10,750	$ 11,341	$ 11,932	0.00
Exempt - Manager	Economic Development Manager	0.00	$ 9,906	$ 10,421	$ 10,937	$ 11,452	$ 11,967	$ 12,483	0.00
Exempt - Manager	Building Official	1.00	$ 9,447	$ 9,974	$ 10,495	$ 11,016	$ 11,503	$ 12,105	1.00
Exempt - Manager	Principal Planner	0.00	$ 9,238	$ 9,769	$ 10,299	$ 10,830	$ 11,360	$ 11,891	0.00
Clerical Union	Building Inspector	1.00	$ 7,223	$ 7,511	$ 7,812	$ 8,124	$ 8,449	$ 8,788	1.00
Clerical Union	Senior Planner	1.00	$ 8,445	$ 8,782	$ 9,134	$ 9,499	$ 9,879	$ 10,274	1.00
Clerical Union	Senior Long Range Planner	0.00	$ 8,445	$ 8,782	$ 9,134	$ 9,499	$ 9,879	$ 10,274	0.00
Clerical Union	Associate Planner	1.00	$ 7,146	$ 7,432	$ 7,730	$ 8,038	$ 8,360	$ 8,695	1.00
Clerical Union	Long Range Planner	0.00	$ 7,146	$ 7,432	$ 7,730	$ 8,038	$ 8,360	$ 8,695	0.00
Clerical Union	Office Coordinator/Permit Technician	0.00	$ 6,188	$ 6,436	$ 6,693	$ 6,961	$ 7,240	$ 7,530	0.00
Clerical Union	Office Coordinator/Permit / Planning Assistant	1.00	$ 6,188	$ 6,436	$ 6,693	$ 6,961	$ 7,240	$ 7,530	1.00
Clerical Union	Mapping CAD Technician	0.00	$ 6,972	$ 7,250	$ 7,541	$ 7,842	$ 8,156	$ 8,483	0.00
Clerical Union	Special Events/Visitor Information Coordinator	0.00	$ 6,575	$ 6,838	$ 7,111	$ 7,396	$ 7,692	$ 8,000	0.00
	Finance & Technology								
Exempt - Director	Finance Director	1.00	$ 13,035	$ 13,694	$ 14,354	$ 15,013	$ 15,672	$ 16,332	1.00
Exempt - Director	Deputy Finance Director	1.00	$ 11,075	$ 11,657	$ 12,239	$ 12,822	$ 13,404	$ 13,986	1.00
Exempt - Manager	Finance Manager	0.00	$ -	$ -	$ -	$ -	$ -	$ -	0.00
Exempt - Manager	Accounting Operations Manager	0.00	$ 9,117	$ 9,622	$ 10,127	$ 10,632	$ 11,137	$ 11,642	0.00
Exempt - Manager	Senior Financial Analyst	1.00	$ 7,628	$ 8,045	$ 8,456	$ 8,862	$ 9,279	$ 9,690	1.00
Clerical Union	Staff Accountant	2.00	$ 6,861	$ 7,136	$ 7,422	$ 7,718	$ 8,027	$ 8,348	2.00
Clerical Union	Payroll Officer	0.00	$ 6,521	$ 6,781	$ 7,052	$ 7,335	$ 7,628	$ 7,934	0.00
Clerical Union	Utilities Coordinator	1.00	$ 6,074	$ 6,317	$ 6,569	$ 6,832	$ 7,106	$ 7,389	1.00
Clerical Union	Business License & Tax Coordinator	0.00	$ 6,074	$ 6,317	$ 6,569	$ 6,832	$ 7,106	$ 7,389	0.00
Clerical Union	Accounting Assistant I	0.00	$ 5,220	$ 5,428	$ 5,646	$ 5,872	$ 6,107	$ 6,350	0.00
Clerical Union	Accounting Assistant II	1.00	$ 6,074	$ 6,317	$ 6,569	$ 6,832	$ 7,106	$ 7,389	1.00
Clerical Union	Administrative Assistant	0.00	$ 5,312	$ 5,524	$ 5,746	$ 5,975	$ 6,215	$ 6,463	0.00

EXHIBIT B (CONTINUED) – 2025 SALARY SCHEDULE

Exempt or Union	Departments	2025 Authorized FTEs	2025 Salary Schedule Step1	Step2	Step3	Step4	Step5	Step6	2026 FTEs
	Public Works								
Exempt - Director	Deputy City Administrator/PW Director	1.00	$ 13,669	$ 14,323	$ 14,977	$ 15,630	$ 16,278	$ 16,926	1.00
Exempt - Director	Deputy Public Works Director	1.00	$ 11,086	$ 11,891	$ 12,708	$ 13,519	$ 14,329	$ 15,140	1.00
Exempt - Director	City Engineer	1.00	$ 11,016	$ 11,746	$ 12,476	$ 13,136	$ 13,623	$ 14,109	1.00
Exempt - Manager	Assistant City Engineer	0.00	$ -	$ -	$ -	$ -	$ -	$ -	0.00
Exempt - Manager	PW Operations Manager	0.00	$ 11,086	$ 11,891	$ 12,708	$ 13,519	$ 14,329	$ 15,140	0.00
Exempt - Manager	PW Capital Project / Grants Manager	1.00	$ 10,362	$ 11,069	$ 11,781	$ 12,470	$ 13,102	$ 13,727	1.00
Exempt - Manager	Public Works Project Manager	1.00	$ 8,978	$ 9,568	$ 10,159	$ 10,750	$ 11,341	$ 11,932	1.00
Exempt - Manager	Wastewater Treatment Plant Manager	1.00	$ 10,680	$ 11,316	$ 11,952	$ 12,588	$ 13,224	$ 13,860	1.00
Exempt - Manager	Water Operations Manager	1.00	$ 8,873	$ 9,377	$ 9,881	$ 10,379	$ 10,877	$ 11,376	1.00
Exempt - Manager	SCADA Supervisor	1.00	$ 8,873	$ 9,377	$ 9,881	$ 10,379	$ 10,877	$ 11,376	1.00
Exempt - Manager	PW Project Engineer	1.00	$ 8,873	$ 9,377	$ 9,881	$ 10,379	$ 10,877	$ 11,376	1.00
Clerical Union	PW Infrastructure Inspector	1.00	$ 7,223	$ 7,511	$ 7,812	$ 8,124	$ 8,449	$ 8,788	1.00
Clerical Union	Public Works Office Coordinator	0.00	$ 6,188	$ 6,436	$ 6,693	$ 6,961	$ 7,240	$ 7,530	0.00
Clerical Union	PW Officer Coordinator / Contract Specialist	1.00	$ 7,877	$ 8,109	$ 8,341	$ 8,572	$ 8,804	$ 9,036	1.00
Clerical Union	GIS Analyst	0.00	$ 7,119	$ 7,485	$ 7,850	$ 8,215	$ 8,580	$ 8,946	0.00
Clerical Union	Senior GIS Analyst	1.00	$ 7,648	$ 8,211	$ 8,769	$ 9,329	$ 9,889	$ 10,450	1.00
PW Union	Senior Lead Technician	1.00	$ 8,522	$ 9,009	$ 9,496	$ 9,981	$ 10,468	$ 10,955	1.00
PW Union	Lead Wastewater Operator	1.00	$ 7,729	$ 8,146	$ 8,564	$ 8,980	$ 9,397	$ 9,814	1.00
PW Union	Lead Water System Operator	1.00	$ 7,729	$ 8,146	$ 8,564	$ 8,980	$ 9,397	$ 9,814	1.00
PW Union	Lead Parks Technician	0.00	$ 7,729	$ 8,146	$ 8,564	$ 8,980	$ 9,397	$ 9,814	0.00
PW Union	Lead Streets Technician	1.00	$ 7,729	$ 8,146	$ 8,564	$ 8,980	$ 9,397	$ 9,814	1.00
PW Union	Wastewater Operator II	3.00	$ 6,974	$ 7,356	$ 7,738	$ 8,121	$ 8,503	$ 8,885	3.00
PW Union	Wastewater Operator I	1.00	$ 6,475	$ 6,855	$ 7,235	$ 7,615	$ 7,995	$ 8,375	1.00
PW Union	Mechanic	0.00	$ 6,475	$ 6,855	$ 7,235	$ 7,615	$ 7,995	$ 8,375	0.00
PW Union	Senior Mechanic	1.00	$ 7,729	$ 8,146	$ 8,564	$ 8,980	$ 9,397	$ 9,814	1.00
PW Union	Maintenance Worker	6.00	$ 6,475	$ 6,855	$ 7,235	$ 7,615	$ 7,995	$ 8,375	6.00
PW Union	Maintenance (Entry)	0.00	$ 5,447	$ 5,731	$ -	$ -	$ -	$ -	0.00
PW Union	Maintenance (Seasonal)	0.00	$ -	$ -	$ -	$ -	$ -	$ -	0.00
PW Union	Water System Operator II	3.00	$ 6,974	$ 7,356	$ 7,738	$ 8,121	$ 8,503	$ 8,885	3.00
PW Union	Water System Operator I	0.00	$ 6,475	$ 6,855	$ 7,235	$ 7,615	$ 7,995	$ 8,375	0.00

Indicates Vacancy

Indicates Position Reclassification

TOTAL	**51.00**	**51.00**
Exempt - Director	8.00	8.00
Exempt - Manager	13.00	13.00
Clerical Union	12.00	12.00
PW Union	18.00	18.00
Total FTEs	51.00	51.00

2025 Notes on position reclassifications
Principal Planner to Planning Manager to reflect promotion of incumbent.
Economic Development Manager to Associate Planner (vacant) to meet workload needs.
Accounting Operations Manager to Senior Financial Analyst (vacant) to meet workload needs.

LEGAL NOTICE
CITY OF NORTH BEND
King County, Washington

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the North Bend City Council will hold the third (3rd) of three (3) public hearings to receive comments on the Proposed 2025-2026 Biennial Budget. The public hearing will take place during a Regular City Council Meeting on Tuesday, November 19, 2024, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA.

Comments may be presented orally at the public hearing or submitted in writing to the City Clerk at 920 SE Cedar Falls Way, North Bend, WA, 98045, or by e-mail to: soppedal@northbendwa.gov up until 4:30 p.m., Monday, November 18, 2024. Upon the request of an individual who will have difficulty attending the public hearing and providing comment in person by reason of disability, limited mobility, or for any other reason that makes physical attendance difficult, a teleconference option using Zoom Meetings will be available with detailed meeting access information to be provided on November 14, 2024 on the City website calendar item for the November 19, 2024 City Council meeting.

Further information is available by contacting Finance Director Martin Chaw at mchaw@northbendwa.gov.

Posted: November 1, 2024
Published: November 1 & 8, 2024

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-139	
Public Hearing for Ordinance No. 1819 Which Declared an Emergency and Adopted a Moratorium on New Towing and Impound Uses Within the Employment Park 1 Zone	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – James Henderson	
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos, P.E.	
Timeline: Immediate	CED Principal Planner – Mike McCarty	X
Attachments: Ordinance 1819, Public Hearing Notice		

SUMMARY STATEMENT:

As a part of the statutorily required 2024 periodic update to the North Bend Comprehensive Plan, amendments are proposed to the North Bend Zoning Map. Those amendments rezone approximately 37 property parcels located within the existing Employment Park 1 (EP-1) Zone to the Neighborhood Mixed Use (NMU) Zone, which is the new name for what is currently referred to as the Neighborhood Business (NB) Zone. On September 18, 2024, the North Bend Planning Commission recommended adoption of these proposed zoning amendments in association with the Land Use Element of the Comprehensive Plan, which is necessary to provide additional residential capacity necessary for the City to plan for and accommodate its housing growth targets established by the Puget Sound Regional Council.

All the approximately 51 property parcels in the EP-1 Zone are located within a Category II Critical Aquifer Recharge Area, and portions of the EP-1 Zone are within wellhead protection areas, defined as a 3,000-foot radius from North Bend Well Number 2 and Well Number 3. The City wishes to examine the potential detrimental impacts of towing and impound uses and operations on the aquifer serving as the public's drinking water supply.

Towing and impound are permitted uses within the EP-1 Zone but are not permitted uses in the proposed NMU Zone. Towing and impound uses have several likely impacts that make them inappropriate for the proposed NMU Zone, including the following:

- Incompatible uses adjacent. The NMU Zone is intended for commercial and mixed-use residential development. The impacts of a towing and impound yard include likely 24-hour per day operation, and lighting, noise, and visual impacts that are not compatible with adjacent residential uses. Impacts such as the sounds of diesel trucks, back-up beepers, and unloading and loading vehicles during late hours would likely lead to significant complaints from nearby residents, thus requiring code enforcement response.
- Potential water quality impacts to stormwater and groundwater. Towing and impound involves the delivery and storage of damaged vehicles which may leak oil and other fluids into groundwater. Wrecking yards are prohibited within Category I and Category II Critical Aquifer Recharge Areas per North Bend Municipal Code ("NBMC") 14.07.030; towing and impound yards are likely to have similar potential impacts to wrecking yards due to the storage of damaged automobiles. Most of the City, including the EP-1 Zone and the proposed NMU Zone, sits atop an aquifer that serves as the City's domestic water source, and contaminants from a towing and impound yard, particularly if located over gravel surfaces, may threaten the quality of this water source.

To avoid the establishment of incompatible uses shortly before final adoption of the 2024 Comprehensive Plan and Zoning Map amendments, and to allow time for the City to appropriately examine potential negative impacts of towing and impound uses on the City's water supply, an emergency moratorium was

City Council Agenda Bill

passed by the City Council via Ordinance No. 1819 on November 5, 2024, which took immediate effect at the time of its passage, to prohibit the establishment, location, operation, and licensing of new towing and impound uses within the EP-1 Zone.

Consistent with Ordinance No. 1819 and the requirements applicable to declaring an emergency and imposing a moratorium under RCW 36.70A.390, a public hearing is required to be scheduled within 60-days of the date of adoption of Ordinance No. 1819; that public hearing is scheduled and noticed for tonight's Council meeting. The public hearing will enable public testimony on the issue.

APPLICABLE BRAND GUIDELINES: Sustainably managed growth, and commitment to invest in the City and foster community engagement and pride.

COMMITTEE REVIEW AND RECOMMENDATION: The City Council previously approved Ordinance No. 1819 at the November 5, 2024 City Council meeting. Further committee review is not necessary for holding the public hearing.

RECOMMENDED ACTION: **No action required. This is a public hearing to receive testimony on Ordinance No. 1819.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
November 5, 2024	Passed Ordinance 1819	6-0
December 3, 2024		

ORDINANCE 1819

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, DECLARING AN EMERGENCY AND ADOPTING A SIX-MONTH MORATORIUM WITHIN THE CITY OF NORTH BEND ON THE ESTABLISHMENT, LOCATION, OPERATION OR LICENSING OF TOWING AND IMPOUND YARD USES IN THE EMPLOYMENT PARK 1 ZONING DISTRICT; DEFINING TERMS; AND PROVIDING FOR SEVERABILITY, AND PROVIDING THAT THE MORATORIUM WILL TAKE EFFECT IMMEDIATELY UPON PASSAGE

WHEREAS, the City of North Bend ("City") is in the process of completing a periodic update to the North Bend Comprehensive Plan and development regulations as required under the Growth Management Act ("GMA"). Pursuant to RCW 36.70A.130, the City Council must approve such updates by December 31, 2024; and

WHEREAS, as a part of the statutorily required 2024 periodic update to the North Bend Comprehensive Plan, amendments are proposed to the North Bend Zoning Map that would rezone approximately 37 property parcels from Employment Park 1 (EP-1) Zone to Neighborhood Mixed Use (NMU); and

WHEREAS, on October 18, 2024, the City's Planning Commission recommended adoption of the proposed zoning amendment to rezone approximately 37 property parcels within the EP-1 Zone to NMU, which under GMA Section RCW 36.70A.115 is necessary to provide additional residential capacity for the City to plan for and accommodate its housing growth targets established by the Puget Sound Regional Council and to meet the State Office of Financial Management's twenty-year population forecast; and

WHEREAS, towing and impound yards are not an allowed use in the proposed NMU Zone. The NMU Zone is intended for commercial and mixed-use residential development. The impacts of a towing and impound yard include likely 24-hour operation, bright lighting, noise, and visual impacts that are incompatible with adjacent residential uses, such as the sounds of diesel trucks, back-up beepers, and unloading and loading vehicles during late hours; and

WHEREAS, the establishment of a moratorium is necessary to prevent incompatible land uses in the proposed NMU Zone that may create significant impacts to adjacent residents, reduce the potential for future non-conforming uses in the City, and ensure the formation of land uses consistent with the City's Comprehensive Plan, and

WHEREAS, the North Bend Municipal Code may have inadequate provisions to regulate towing and impound yard uses within Category I and Category II Critical Aquifer Recharge Areas in a manner that prevents harmful impacts to stormwater and groundwater, including possible impacts to the aquifer that serves as the City's domestic water source, because it is typical that towing and impound yards contain damaged automobiles that may discharge contaminants onto the ground that may migrate to water sources, particularly where towing and impound yards contain gravel ground surfaces; and

WHEREAS, all the approximately 51 property parcels in the EP-1 Zone are located within a Category II Critical Aquifer Recharge Area, and portions of the EP-1 Zone are within wellhead protection areas constituting a 3,000-foot radius from North Bend Well Number 2 and Well Number 3. The City wishes to examine the potential detrimental impacts of towing and impound yard uses and operations on the aquifer that constitutes the public drinking water supply; and

WHEREAS, the City wishes to temporarily prohibit the establishment of new towing and impound yard uses within the City's Category I and Category II Critical Aquifer Recharge Areas, and wellhead protection areas, to allow time for potential stormwater and groundwater impacts of such uses to be researched, studied and evaluated; and

WHEREAS, the City Council finds that the establishment, location, operation or licensing of tow and impound yards in the EP-1 Zoning District under the City's existing development regulations in the North Bend Municipal Code would be detrimental to public health, safety and welfare;

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

Section 1. Findings of Fact: The City Council adopts as findings of fact the recitals set forth above, all of which are incorporated herein by reference. Pursuant to Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995), underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above.

Section 2. Moratorium Established: Pursuant to the provisions of Article 11, Section 11 of the Washington State Constitution, RCW 35A.63.220, and RCW 36.70A.390, a moratorium is hereby enacted prohibiting in the Employment Park 1 (EP-1) Zoning District in the City of North Bend the establishment, location, operation or licensing of any towing and impound yard. No building permit or other development permit or approval shall be issued for any of the purposes or activities listed above, and no business license shall be granted or accepted while this moratorium is in effect. As used in this ordinance, the following term shall have the meaning set forth below:

A. "Towing and impound yard" means a facility designated for the temporary storage of vehicles consistent with RCW 46.55 that have been towed due to

traffic violations, such as illegal parking, arrest of the operator, or abandonment, or towed due to inoperability. Vehicles are stored only for a limited duration until they are reclaimed by the owners, moved to a vehicle repair, sales, or auction facility, or moved to a wrecking and salvage yard following insurance or other determinations.

Section 3. Effective Period for Renewal of the Moratorium: The moratorium set forth in this ordinance shall be in effect for a period of six months from the date this ordinance is passed and shall automatically expire at the conclusion of that six-month period unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 4. Public Hearing: Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council will hold a public hearing and may adopt additional findings of fact regarding this moratorium within 60 days of the adoption of this ordinance.

Section 5. Referral to Staff: The Mayor is requested to direct City Staff to analyze the City's development regulations related to towing and impound yards, study potential groundwater and stormwater impacts related to towing and impound yards, and to prepare recommendations for consideration by the City Council.

Section 6. Severability: If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 7. Effective Date: This ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall take effect and be in full force immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF NOVEMBER, 2024.

CITY OF NORTH BEND:

Mary Miller

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Susie Oppedal

Susie Oppedal, City Clerk

Published: November 15, 2024
Effective: November 5, 2024

NORTH BEND
easy to reach. . .hard to leave

City Council Agenda Bill

SUBJECT:	Agenda Date: November 5, 2024 AB24-119	
Ordinance Declaring an Emergency and Adopting a Moratorium on New Towing and Impound Uses Within the Employment Park 1 Zone	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – James Henderson	
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos, P.E.	
Timeline: Immediate	CED Principal Planner – Mike McCarty	X
Attachments: Ordinance		

SUMMARY STATEMENT:

As a part of the statutorily required 2024 periodic update to the North Bend Comprehensive Plan, amendments are proposed to the North Bend Zoning Map that rezone approximately 37 property parcels within the existing Employment Park 1 (EP-1) Zone to Neighborhood Mixed Use (NMU), which is the new name for what is currently the Neighborhood Business Zone. On September 18, 2024, the North Bend Plan Commission recommended adoption of this proposed zoning amendment, which is necessary to provide additional residential capacity necessary for the City to plan for and accommodate its housing growth targets established by the Puget Sound Regional Council.

All the approximately 51 property parcels in the EP-1 Zone are located within a Category II Critical Aquifer Recharge Area, and portions of the EP-1 Zone are within wellhead protection areas constituting a 3,000-foot radius from North Bend Well Number 2 and Well Number 3. The City wishes to examine the potential detrimental impacts of towing and impound uses and operations on the aquifer that constitutes the public's drinking water supply.

Towing and impound is a permitted use within the EP1 Zone but is not a permitted use in the proposed NMU Zone. Towing and impound uses have several likely impacts that make it an inappropriate use in the proposed NMU Zone including the following:

- Incompatible adjacencies. The NMU zone is intended for commercial and mixed-use residential development. The impacts of a towing and impound yard include likely 24-hour operation, lighting, noise, and visual impacts that are not compatible with adjacent residential use. Impacts such as the sounds of diesel trucks, back-up beepers, and unloading and loading vehicles during late hours would likely lead to significant complaints from residents requiring code enforcement response.
- Water quality impacts to stormwater and groundwater. Towing and impound involves the delivery and storage of vehicles that may be damaged in accidents, which may leak oil and other fluids into groundwater. Wrecking yards are prohibited within Category I and Category II Critical Aquifer Recharge Areas per NBMC 14.07.030, and it is possible that towing and impound yards are likely to involve damaged automobiles with similar potential impacts to wrecking yards. Most of the City, including the EP-1 Zone and proposed NMU Zone, sits atop an aquifer that serves as the City's domestic water source, and contaminants from a towing and impound yard, particularly if over gravel surfaces, may threaten the quality of this water source.

To avoid the establishment of incompatible uses shortly before final adoption of the 2024 Comprehensive Plan and Zoning Map amendments, and allow time for the City to examine potential negative impacts to its water supply of towing and impound uses, an emergency moratorium would take immediate effect to

City Council Agenda Bill

prohibit the establishment, location, operation, and licensing of new towing and impound uses within the EP-1 Zone.

City Staff recommends approval of such a moratorium to prevent any incompatible uses that may create significant impacts to adjacent residents, reduce the potential for future non-conforming uses, ensure land uses consistent with the City's Comprehensive Plan, and to study whether new towing and impound uses could potentially negatively impact the City's drinking water supply.

Consistent with the requirements applicable to declaring an emergency and moratorium under RCW 36.70A.390, a public hearing will be scheduled to hear testimony on this issue within 60 days.

APPLICABLE BRAND GUIDELINES: Sustainably managed growth, and commitment to invest in the City and foster community engagement and pride.

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at Executive Session at the October 15, 2024 City Council Meeting, at which time Council gave direction to bring this item forward for Council action.

RECOMMENDED ACTION: **MOTION to approve AB24-119, an ordinance declaring an emergency and adopting a moratorium on new towing and impound uses within the Employment Park 1 Zone, as a first and final reading.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
November 5, 2024	Passed Ordinance 1819	6-0

LEGAL NOTICE
CITY OF NORTH BEND
King County, Washington

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the North Bend City Council has scheduled a hearing to solicit public input and comments on Ordinance 1819 – Declaring an Emergency and Adopting a Six-Month Moratorium on the establishment, location, operation or licensing of towing and impound yard uses in the Employment Park 1 Zoning District. The public hearing will take place during a Regular City Council Meeting on Tuesday, December 3, 2024, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA.

Comments may be presented orally at the public hearing or submitted in writing to the City Clerk at 920 SE Cedar Falls Way, North Bend, WA, 98045, or by e-mail to: soppedal@northbendwa.gov prior to 5:00 p.m., Tuesday, December 3, 2024. Upon the request of an individual who will have difficulty attending the public hearing and providing comment in person by reason of disability, limited mobility, or for any other reason that makes physical attendance difficult, a teleconference option using Zoom Meetings will be available with detailed meeting access instructions to be provided on November 27, 2024, on the City website calendar item for the December 3, 2024 City Council meeting.

For additional information please contact Principal Planner Mike McCarty at (425) 888-7649 or mmccarty@northbendwa.gov.

Posted: November 15, 2024
Published in the Snoqualmie Valley Record: November 15, 2024

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-140	
Ordinance Adopting the 2024 Comprehensive Plan Amendments, Zoning Map Amendments, and Associated Municipal Code Amendments	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	CED Director – James Henderson	
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate	CED Planning Manager – Mike McCarty	X

Attachments: Ordinance, Appendix A (Zoning Map Amendment), Appendix B (Associated NBMC Amendments) Planning Commission Staff Report and Recommendation on Zoning Map and Associated NBMC Amendments with a comment received

SUMMARY STATEMENT:

City Staff have drafted amendments to the North Bend Comprehensive Plan, Zoning Map, and Development Regulations for consistency with the Growth Management Act ("GMA"), legislative updates, Multicounty Planning Policies, and Countywide Planning Policies as required for the 10-year Periodic Update.

The Planning Commission held numerous meetings in 2023 and 2024, including public workshops, open houses, and public hearings to hear comments on the proposed amendments to each Comprehensive Plan Element, as well as on the zoning map and municipal code amendments associated with the Comprehensive Plan. The Planning Commission provided recommendations of approval for the following Elements: Land Use, Housing, Franchise Utilities, Capital Facilities, Critical Areas, Shoreline, Parks, Economic Development, Transportation, and Energy and Sustainability. The Planning Commission also provided recommendations of approval for the Zoning Map and municipal code amendments associated with the Comprehensive Plan.

The Council Committee and City Council reviewed the draft amendments as they were forwarded from the Planning Commission. All of the Elements recommended by Planning Commission have been approved by the City Council through passage of resolutions.

The 2024 Comprehensive Plan Update includes amendments to the following:

- **Land Use Element.** Amendments to the Land Use Element include updated household and employment targets, updates to land use designations and proposed zoning designations, policy updates, a new Natural Resources section replacing the Natural Resources Element, an Equity section, a Tribal Coordination section, and a Land Acknowledgement.
- **Housing Element.** The Housing Element was updated to reflect new housing growth targets, with policy updates, revised housing capacity analysis, and affordable and income restricted housing priorities to meet growth targets by income brackets.
- **Franchise Utilities Element.** The Franchise Utilities Element was amended to provide updates regarding existing and planned facilities and their capacities from franchise utility providers and associated policy updates provided.

City Council Agenda Bill

- **Capital Facilities Element.** This Element was updated to provide current information regarding capital facilities, updated level of service standards, a new section addressing affordable housing, and updated policies to address agency comments.
- **Critical Areas Element.** The Critical Areas Element was reviewed and amended to ensure Best Available Science by completing State agency checklists and providing policy updates consistent with agency and Tribal comments.
- **Shoreline Element.** The Shoreline Element was updated for terminology and formatting, adding reference to Critical Aquifer Recharge Areas as critical areas, and added policies on Climate Change.
- **Parks and Open Space Element.** Amendments to the Parks and Open Space Element include an updated population projection, revised level of service standards for various park facilities, updated park inventory information, minor policy updates, and an updated Parks Capital Facilities Plan.
- **Economic Development Element.** The Economic Development Element was updated to provide consistency with the City's Economic Development Action Plan approved by the City Council in June 2023, as well as to update objectives and strategies for implementation of recommended actions.
- **Transportation Element.** The Transportation Element was updated with new traffic forecasts based on projected population, level of service standard updates, and recommended capital improvements.
- **Energy and Sustainability Element.** This Element was updated to address recent legislation and countywide and multicounty planning policies addressing issues of greenhouse gas emissions, equity, urban forestry, and hazards mitigation, as well as to address agency and Tribal comments. (This update does not address the broader Climate and Resiliency Element requirements of HB 1181, which the City intends to separately address before the 6/30/2029 deadline).
- **Zoning Map Amendments.** Amendments to the City's Zoning May are provided to ensure the City is able to meet its required residential growth targets, address dockets received, and to reflect revisions to zoning for public properties acquired since the time of the last update and newly protected critical area and open space tracts.
- **Associated Municipal Code Amendments.** Amendments to the North Bend Municipal Code are necessary to provide consistency with the amendments to the Comprehensive Plan and include revisions to the bulk and dimensional standards increasing the height limit within the IMU Zone, allowing upper-floor dwelling units in the IC Zone at the Outlet Mall, zoning-district name changes throughout the code, and other minor associated edits.

The Planning Commission held a public hearing on the Zoning Map Amendments and Associated Municipal Code Amendments at its November 20, 2024, meeting, and following the hearing, provided a recommendation of approval.

The 2024 Comprehensive Plan Update also includes repeal of the Natural Resources Element from the existing Comprehensive Plan, because the content of this Element has been incorporated into the Land Use Element.

City Staff recommend approval of the proposed Ordinance adopting the 2024 Comprehensive Plan Amendments, which is necessary for maintaining grant eligibility from several state and Puget Sound Regional Council ("PRSC") managed grant sources. Over just the last four years, the City has relied on more than $12 million in State and PSRC managed grants for transportation, infrastructure, and park projects for both capital improvements and maintenance, while utilizing just over $2 million in City funds

City Council Agenda Bill

for these same projects. Based on the City's 6-year Transportation Improvement Plan, the City is anticipating requesting $28 million in federal funds (much of that managed through the Puget Sound Regional Council), $10 million from Washington State, and $4 million from King County. Maintaining eligibility for this grant funding with a current Comprehensive Plan consistent with GMA requirements is critical to the City's budget and its ability to deliver essential services to its citizens.
APPLICABLE BRAND GUIDELINES: Amendments to the Comprehensive Plan support sustainably managed growth, affordability, and consistent delivery of quality basic services including transportation and traffic management.
COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this Ordinance at its November 19, 2024 meeting and recommended approval and placement on the Main Agenda for discussion.
RECOMMENDED ACTION: **MOTION to approve AB24-140, an ordinance approving the 2024 Comprehensive Plan Amendments, amended Zoning Map, and associated North Bend Municipal Code amendments, as a first and final reading.**

RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
December 3, 2024		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, REPEALING THE NATURAL RESOURCES ELEMENT OF THE CITY OF NORTH BEND COMPREHENSIVE PLAN, AMENDING THE CITY OF NORTH BEND COMPREHENSIVE PLAN; AMENDING THE CITY OF NORTH BEND ZONING MAP; AMENDING NORTH BEND MUNICIPAL CODE SECTIONS AND SUBSECTIONS 17.25.010, 18.06.030, 18.08.020, 18.10.010, 18.10.020(C)-(E), 18.11.010, 18.11.020, 18.11.040, AND 18.11.070; AMENDING CERTAIN ROWS OF NORTH BEND MUNICIPAL CODE TABLES 18.10.030, 18.10.040, AND 18.10.050; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the 1990 Growth Management Act ("GMA") is codified in chapter 36.70A RCW and requires that each jurisdiction produce a comprehensive plan that contains, at a minimum, elements pertaining to land use, transportation, capital facilities, housing, and utilities; and

WHEREAS, the City adopted its last periodic update to the Comprehensive Plan on December 8, 2015 by Ordinance No. 1574; and

WHEREAS, the City annually reviews through docketed requests proposed amendments to the Comprehensive Plan and development regulations and the docket list for the amendments set forth herein was approved by City Council on April 4, 2023; and

WHEREAS, the City has complied with all other applicable local ordinances, City policy and state laws, including public participation requirements, the State Environmental Policy Act ("SEPA"), and the GMA and review by the Washington State Department of Commerce, in preparing these proposed Comprehensive Plan amendments, implementing North Bend Municipal Code ("Code") amendments, and implementing North Bend Zoning Map ("Zoning Map") amendments; and

WHEREAS, the City has taken a regional approach to planning, to ensure consistency with King County Countywide Planning Policies and PSRC Vision 2050 and to engage various agencies in this update including Department of Fish and Wildlife, Affordable Housing Committee of King County, the Snoqualmie Tribe and others; and

WHEREAS, the City Council directed staff to provide drafts of these amendments to the Planning Commission which subsequently provided recommendations to the City Council,

and the City Council passed Resolutions approving each Comprehensive Plan element as completed; and

WHEREAS, in accordance with WAC 395-196-630, a notice of intent to adopt the proposed Comprehensive Plan amendments was sent to the State of Washington Department of Commerce for each Comprehensive Plan element individually approved by City Council Resolution, to allow for a 60-day review and comment period; and

WHEREAS, an environmental review of the proposed amendments to the Comprehensive Plan, has been conducted in accordance with the requirements of SEPA, and a SEPA threshold determination of non-significance and notice of adoption was issued for the Comprehensive Plan on September 20, 2024, and sent to state agencies and interested parties; and

WHEREAS, consistent with RCW 36.70A.035, RCW 36.70A.130(2), and RCW 36.70A.140, the City established and broadly disseminated to the public a public participation program for the review and revision of its Comprehensive Plan, Code, and Zoning Map; and

WHEREAS, the public process for the proposed amendments provided for early and continuous public participation opportunities, including inviting public involvement which included hearings related to each of the above referenced Comprehensive Plan Elements, utility billing inserts in May 2023, Open House and Hearing on the Housing Action Plan on March 1, 2023, three separate City Council Work Study sessions, a public workshop in January 2024, and more; and

WHEREAS, the Planning Commission considered the proposed Comprehensive Plan, received public comments at public meetings and held Public Hearings for each individual Comprehensive Plan element on the following dates:

a) Transportation Element – September 8, 2022
b) Parks Element – February 15, 2013
c) Shoreline Element – August 16, 2023
d) Critical Areas Element – August 16, 2023
e) Economic Development Element – November 15, 2023
f) Franchise Utilities Element – April 3, 2024
g) Energy and Sustainability Element – June 5, 2024
h) Capital Facilities Element – June 5, 2024
i) Land Use Element – September 18, 2024
j) Housing Element – September 18, 2024; and

WHEREAS, the City issued a SEPA determination of non-significance on November 8, 2024 for the draft Zoning Map and Municipal Code Amendments associated with the 2024 Comprehensive Plan Periodic Update, and sent the draft amendments to the State of Washington Department of Commerce, state agencies and interested parties on November 6, 2024 (transmittal 2024-S-7724); and

WHEREAS, the Planning Commission considered the draft Zoning Map and Municipal Code Amendments associated with the 2024 Comprehensive Plan Periodic Update and held a public hearing on November 20, 2024; and

WHEREAS, the Planning Commission voted to recommend adoption of the proposed Comprehensive Plan to the City Council through individual votes on each Comprehensive Plan element; and

WHEREAS, after review and consideration, the Planning Commission voted to recommend adoption of the proposed amendments to the Code; and

WHEREAS, after review and consideration, the Planning Commission voted to recommend adoption of the proposed amendments to the Zoning Map; and

WHEREAS, before proposing the amended Housing Element, the City followed the new requirements in RCW 36.70A.070(2), including a housing needs assessment, housing action plan, land capacity analysis, racial equity and displacement analysis, and narrative of adequate provisions for existing and projected needs of all economic segments of the community; and

WHEREAS, the 2024 Comprehensive Plan does not have a separate Natural Resources Element because natural resource policies have been included in the Land Use Element; and

WHEREAS, the City Council considered the proposed amendments to the Comprehensive Plan at meetings pursuant to the amendment procedures prescribed in RCW 35A.63.073, and authorized adoption of the Shoreline and Critical Areas Elements (Resolution No. 2086), Franchise Utilities Element (Resolution No. 2111), Housing Element (Resolution No. 2133), the Capital Facilities Element (Resolution No. 2119), the Economic Development Element (Resolution No. 2097) the Land Use Element (Resolution No. 2132), the Parks and Open Space Element (Resolution No. 2072); the Energy and Sustainability Element (Resolution No. 2112); and the Transportation Element (Resolution No. 2049); and

WHEREAS, the City transmitted each of the draft Comprehensive Plan Elements to the State of Washington Department of Commerce, other Agencies, Tribes, and interested parties on the following dates:

a) Transportation Element – August 19, 2022, Transmittal 2022-S-4253
b) Parks Element – November 22, 2022, Transmittal 2022-S-4552
c) Economic Development Element – October 26, 2023, Transmittal 2023-S-6566
d) Franchise Utilities Element – March 19, 2023, Transmittal 2024-S-6953
e) Shoreline Element – July 27, 2023, Transmittal 2023-S-6278
f) Critical Areas Element – July 27, 2023, Transmittal 2023-S-6279
g) Energy and Sustainability Element – May 7, 2024, Transmittal 2024-S-7055
h) Capital Facilities Element – May 7, 2024, Transmittal 2024-S-7053
i) Land Use Element – July 1, 2024, Transmittal 2024-S-7189
j) Housing Element – July 8, 2024, Transmittal 2024-S-7202

k) Final Draft Comprehensive Plan as a whole – July 11, 2024, Transmittal 2024-S-7241; and

WHEREAS, the City transmitted the final draft Comprehensive Plan as a whole to the Puget Sound Regional Council on July 8, 2024, and received and addressed comments from the Regional Council; and

WHEREAS, the City Council finds that adoption of the 2024 Comprehensive Plan and associated amendments to North Bend Municipal Code and Zoning Map are in the interest of the public health, safety and welfare;

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

Section 1. North Bend Comprehensive Plan Natural Resources Element, Repealed: The Natural Resources Element of the North Bend Comprehensive Plan adopted by Ordinance 1574 is hereby repealed in full.

Section 2. North Bend Comprehensive Plan, Amended: The 2024 North Bend Comprehensive Plan Amendments to the North Bend Comprehensive Plan are hereby adopted by reference as if fully set forth herein as follows:

a. Housing Element as authorized by and attached to Resolution No. 2133;
b. Franchise Utilities Element as authorized by and attached to Resolution No. 2111;
c. Critical Areas and Shoreline Elements as authorized by and attached to Resolution No. 2086;
d. Capital Facilities Element as authorized by and attached to Resolution No. 2119;
e. Economic Development Element as authorized by and attached to Resolution No. 2097;
f. Land Use Element and Zoning Map as authorized by and attached to Resolution No. 2132;
g. Parks and Open Space Element as authorized by and attached to Resolution No. 2072;
h. Energy and Sustainability as authorized by and attached to Resolution No. 2112; and
i. Transportation Element as authorized by and attached to Resolution No. 2049.

Section 3. Minor Modifications to the North Bend Comprehensive Plan Authorized: Consistent with RCW 35A.21.010, the Comprehensive Plan may be modified by the Mayor in the form of minor and non-substantive grammatical and punctuation edits prior to the filing of this Ordinance with the Washington State Department of Commerce.

Section 4. North Bend Zoning Map, Amended: The North Bend Zoning Map is amended as set forth in the attached **Appendix A** and by this reference incorporated as if fully set forth herein.

Section 5. North Bend Municipal Code Titles 17 and 18, Amended: To ensure consistency with these 2024 Comprehensive Plan Amendments and amended Zoning Map, the North Bend Municipal Code ("NBMC") Title 17 and 18 Sections, Subsections and portions of Tables set forth in **Appendix B** attached hereto are adopted as if fully set forth herein. Only the specific NBMC Sections, Subsections, portions of Tables and otherwise identified text reflected on Appendix B are hereby amended. Ellipses in Appendix B, including within Tables, are solely for the purpose of indicating text intentionally omitted as not amended.

Section 6. Periodic Update Requirements Fulfilled: The City Council finds that the City of North Bend has fulfilled the requirements of the 2024 Periodic Update process for the City's Comprehensive Plan and Development Regulations as required by the Growth Management Act pursuant to RCW 36.70A.130.

Section 7. 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 8. 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 3RD DAY OF DECEMBER, 2024.

CITY OF NORTH BEND:

_____

Mary Miller, Mayor

APPROVED AS TO FORM:

_____

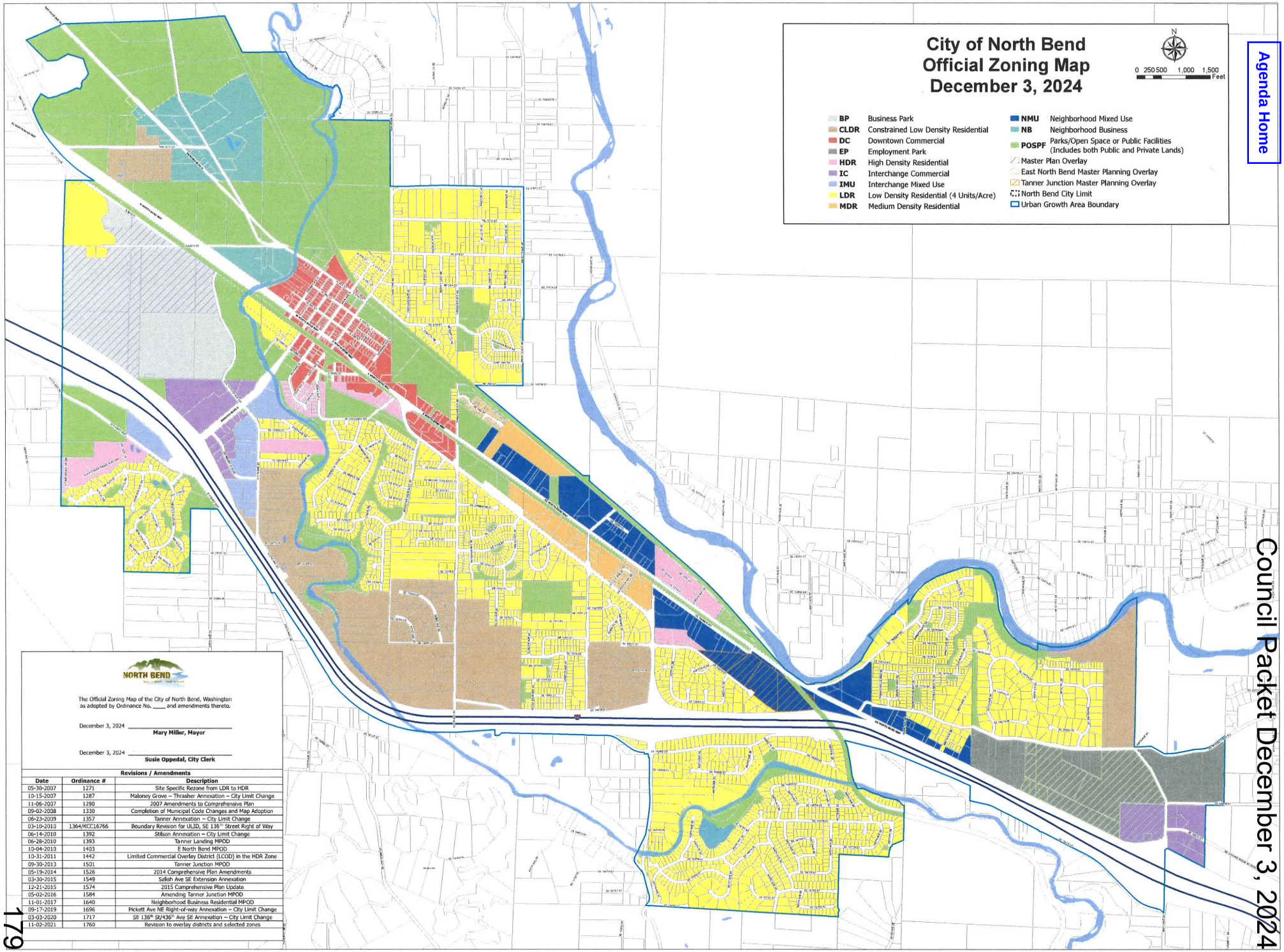
Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

_____

Susie Oppedal, City Clerk

Published:
Effective:



Revisions / Amendments

Date	Ordinance #	Description
05-30-2007	1271	Site Specific Rezone from LDR to HDR
10-15-2007	1287	Maloney Grove – Thrasher Annexation – City Limit Change
11-06-2007	1290	2007 Amendments to Comprehensive Plan
09-02-2008	1330	Completion of Municipal Code Changes and Map Adoption
06-23-2009	1357	Tanner Annexation – City Limit Change
03-10-2010	1364/KCC16766	Boundary Revision for ULID, SE 136th Street Right of Way
06-14-2010	1392	Stilson Annexation – City Limit Change
06-28-2010	1393	Tanner Landing MPOD
10-04-2010	1403	E North Bend MPOD
10-31-2011	1442	Limited Commercial Overlay District (LCOD) in the HDR Zone
09-30-2013	1501	Tanner Junction MPOD
05-19-2014	1526	2014 Comprehensive Plan Amendments
03-30-2015	1549	Salish Ave SE Extension Annexation
12-21-2015	1574	2015 Comprehensive Plan Update
05-02-2016	1584	Amending Tanner Junction MPOD
11-01-2017	1640	Neighborhood Business Residential MPOD
09-17-2019	1696	Pickett Ave NE Right-of-way Annexation – City Limit Change
03-03-2020	1717	SE 136th St/436th Ave SE Annexation – City Limit Change
11-02-2021	1760	Revision to overlay districts and selected zones

APPENDIX B

NBMC TITLE 17 AND 18 AMENDMENTS

17.25.010 Purpose.

The purpose of the residential recreation and common open space requirements provided in this chapter is to provide standards for the creation and maintenance of park and common open space areas and trails in conjunction with new development that will protect the health, safety, and general welfare of the public, enhance property values, improve quality of life and the appearance of the community, facilitate pedestrian and bicycle mobility, provide accessibility to recreation improvements by people of all abilities, and preserve natural areas. The requirements will be applied to all new development containing a residential component of five or more units. Residential and common open space requirements applicable to cottage developments (including all ~~cottage residential~~medium density residential zones) shall be provided as set forth in Chapter 18.11 NBMC, with the exception of trail requirements, which are set forth in NBMC 17.25.065.

18.06.030 Definitions.

…

C. "C."

…

18. "Cottage housing development" means a development containing single-family cottages and may include a percentage of carriage units and two-unit homes as authorized under the provisions set forth in Chapter 18.11 NBMC, ~~Cottage Residential~~Medium Density Residential. The development site is designed with a coherent concept in mind with shared functional open space and facilities.

...

18.08.020 Boundaries and boundary interpretation.
The boundaries of the districts are shown upon the official zoning map. Where uncertainty exists as to boundaries of any district shown on the map, the following rules shall apply.

A. Where district boundaries are indicated as approximately following street lines, alley lines, or lot lines, such lines shall be construed to be such boundaries;

B. In subdivided property or where a district boundary divides a lot, the location of such boundary, unless the same is indicated by dimensions, shall be determined by use of the scale appearing on

the map. Where a district boundary line, as appearing on the official zoning map, divides a lot in a single ownership, which is of record at the time of this enactment, the district requirement for the least restricted portion of such lot shall be deemed to apply to the whole thereof; provided, that such extension shall not include any part of such lot more than 35 feet beyond the district boundary line;

C. Where any street, road, or alley is hereafter officially vacated or abandoned, the regulations applicable to each parcel of abutting property shall apply to that portion of such street, road, or alley added to the property by virtue of such vacation or abandonment;

D. All lands not classified according to the established district classifications on the official zoning map, and all lands not shown on the map, shall be classified as low-density residential (LDR), pending study, public hearing, and specific classifications;

E. All land hereafter annexed to the city shall be considered tentatively as having the zone (district) classification shown within the North Bend 2024~~1995~~ Comprehensive Plan, Proposed Zoning Map ~~(Map 2B)~~, as amended if applicable, pending study, public hearing and specific classification concurrent with annexation to the city.

18.10.010 Zoning districts – Established.
There are hereby established the following zoning districts. Zoning district locations are delineated on the official zoning map.

District:	Abbreviation:
Constrained Low-Density Residential	(CLDR)
Low-Density Residential	(LDR)
High-Density Residential	(HDR)
Medium Density Residential~~Cottage Residential~~	(MDR~~CR~~)
Neighborhood Business	(NB)
Neighborhood Mixed Use	(NMU)
Downtown Commercial	(DC)
Interchange Commercial	(IC)
Interchange Mixed Use	(IMU)
Business Park~~Employment Park 1~~	(BP~~EP-1~~)
Employment Park~~-2~~	(EP~~-2~~)
Parks, Open Space and Public Facilities	(POSPF)

18.10.020 Zoning districts – Purposes.

. . . .

C. Purpose – ~~Cottage Residential District (CR)~~Medium Density Residential (MDR).

1. Encourage innovative housing types of predominantly single-family smaller detached housing (i.e., cottage housing), with a limited number of two-unit homes, carriage units, and standard single-family homes pursuant to the provisions of Chapter 18.11 NBMC, Medium Density Residential~~Cottage Residential~~;

2. Allow smaller lot sizes and increased densities from six to 10 DU/acre gross to create greater economic choices for homebuyers in North Bend;

3. Accommodate other uses compatible with residential life;

4. Create attractive and satisfying environments for family and household life;

5. Ensure that adequate sewer, water, and other utilities and services are provided;

6. Provide for public amenities such as passive and active recreation areas, open space, and trails, and promote the opportunity for area-wide coordination and continuity of pedestrian, bicycle, and greenbelt corridors;

7. Assure development which gives due consideration to existing development or that which can reasonably be anticipated on adjacent lands, with respect to common infrastructure requirements and compatibility of uses;

8. Promote a traditional cottage neighborhood development pattern centered around common open space, and a scale which serves to maintain and enhance existing small-city character and pedestrian orientation;

9. Implement provisions of the comprehensive plan, including the vision plan, related to residential development.

D. Purpose – Commercial Districts (NMU, NB, DC, IC, IMU). The NMU, NB, DC, IC, and IMU zoning districts have the following general and specific purposes (general purposes include subsections (D)(1) through (4) of this section; specific purposes include subsections (D)(5) through (8) of this section at densities established by a floor area ratio):

1. Provide land for different intensities and types of residential, retail, service, business, office, and entertainment uses that complement, enhance, and support residential and other land uses within North Bend.

2. Implement provisions of the comprehensive plan related to commercial land uses, including but not limited to providing economic and employment opportunities, property tax bases, necessary goods and services, and in some cases, mixed-use (commercial first floor/residential upper floor) dwelling opportunities.

3. Promote high-quality commercial development that incorporates traditional development patterns and elements, including but not limited to building locations, architectural designs, construction materials, and site features that are harmonious with North Bend's small-city character.

4. Ensure that proper site needs and amenities, including but not limited to vehicular circulation and parking, pedestrian, bicycle, and greenbelt networks (where applicable), landscaping, lighting, public areas (e.g., greenspace, plazas), services, and utilities, and other necessary and desirable elements are integral parts of all commercial projects.

5. Neighborhood Mixed Use (NMU) and Neighborhood B~~b~~usiness (NB) districts are intended to be general commercial areas; however, buildings are expected to be smaller in scale, and applicable businesses to operate on less than a 24-hour basis. The NB districts will accommodate a variety of commercial and light-industrial~~residential and other~~ land uses, including limited fabrication and light manufacturing when conducted in locations isolated from residential zoning districts. Residential is also permitted on ~~limited to~~ the second story or above in the Neighborhood Mixed Use zone~~or to rear of the parcels zoned NB that front North Bend Way and Mount Si Road at the intersection of North Bend Way and Mount Si Road~~. The ~~A~~ ~~new~~ NB~~-2~~ district is created to promote a lower-intensity character for commercial areas west of the South Fork Snoqualmie River, reflecting this area's separation

from downtown by the South Fork Snoqualmie River, additional floodplain and critical areas constraints, and proximity to the large open space properties of Meadowbrook Farm and Tollgate Farm. Accordingly, uses and bulk and dimensional standards are further limited in the NB~~-2~~ district than what is permitted in the NMU~~NB~~ district.

6. The downtown commercial (DC) district is intended to provide specialty retail goods, as well as a range of business, professional, and other services consistent with historic uses and scale of the downtown area. Buildings in the DC district are also expected to be smaller in scale; however, there is a provision for commercial buildings up to 10,000 square feet if they are "anchors." Building sizes and floor area ratios may be increased in certain portions of the DC zone if compliant with North Bend's design standards, per Chapter 18.34 NBMC. The DC district will also incorporate residential development, as well as encouraging upper floor dwelling units above commercial uses. New first floor residential is prohibited in the DC zone along the entire length of North Bend Way and along Bendigo Boulevard North, from West Park Street to West Third Street. See performance standards in NBMC 18.10.050(1.00(c)). Pedestrian orientation and amenities will also be emphasized.

7. The interchange commercial (IC) district is intended to accommodate businesses that typically serve passerby travelers and tourists, while also supplying goods for Upper Valley residents typical of larger-scale commercial development. Primary access to the IC is anticipated to be vehicular; however, pedestrian amenities and circulation, including linkage to the historic downtown area, will be promoted. Buildings are permitted to be larger in scale relative to other commercial districts, and select businesses are permitted to operate on a 24-hour basis.

8. The interchange mixed use (IMU) zoning district is intended to provide a transitional area between interchange commercial (IC) zoning and residential (LDR, HDR) zoning. The zoning accommodates permitted residential, interchange commercial and other commercial development to minimize adverse impacts on and maximize compatibility with adjacent land uses. Buildings in the IMU district are expected to be smaller in scale than buildings in the IC district, with select businesses permitted to operate on a 16-hour basis or less, closed between 10:00 p.m. and 6:00 a.m.

E. Purpose – Employment Park Districts including (~~EP-1 and EP-2~~Business Park (BP) and Employment Park (EP). The ~~EP-1 and EP-2~~EP and BP zoning districts have the following general and specific purposes (general purposes include subsections (E)(1) through (5) of this section; specific purposes include subsections (E)(6) and (7) of this section at densities established by a floor area ratio):

1. Provide appropriate areas for various commercial land uses, including office, warehouse, distribution, manufacturing enterprises, industrial uses, and research and development facilities which complement, enhance, and support the mix of land uses within the city of North Bend. Retail sales or related services are limited to a few select uses, or allowed only as incidental to underlying permitted uses.

2. Implement provisions of the comprehensive plan related to employment park district land uses, including but not limited to providing economic and employment opportunities, as well as balanced property tax bases and possible mixed land use opportunities.

3. Promote high-quality and well-designed business and industrial developments that are harmonious with North Bend's small-city character, and create an environment free from adverse noise, odors, dust, smoke, air pollution, water pollution, and inappropriate truck traffic or related traffic congestion.

4. Ensure that proper site needs and amenities, including but not limited to vehicular circulation and parking, services and utilities, landscaping, lighting, pedestrian, bicycle, and greenbelt networks and linkages, and other necessary and desirable elements are integral parts of all employment park district projects.

5. Ensure sensitivity to adjacent land uses and the environment, including avoidance of incompatible uses, and that new development is integrated with physical and social linkages to the community.

6. The BP~~EP-1~~ district is intended to provide areas for light industrial and limited commercial uses that are compatible with, and not detrimental to, adjoining land use districts. Permitted uses in the BP~~EP-1~~ district include offices (professional, business, corporate), light manufacturing, warehouse and distribution, and research and development. A wider variety of manufacturing and assembly uses are permitted on a conditional use basis. Smaller-scale business enterprises are permitted to the extent they are needed to serve employees within the ~~EP-1~~BP district. Uses that capitalize on North Bend's setting and geographic location are encouraged.

7. The EP~~-2~~ district is intended to provide areas for a variety of industrial land uses, including manufacturing, fabrication, and processing of natural and manmade materials. Large-scale and/or specialized industrial and commercial operations, including those having greater potential impacts to surrounding areas, will be permitted in this district. Business uses which support activities occurring in outlying rural areas, including support services for forestry or resource-based industries, are encouraged.

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Table 18.10.030 – Permitted and Conditional Land Uses – Table Row and Notes Amendments

[NOTE TO CODE REVISER: Only the following rows of table 18.10.030 indicating land use types are amended: the Land Uses Table header row, and Land Uses 1.54, 2.25, 3.32, and 3.33. The Table Notes are also amended as shown. Rows not included herein remain in full force and effect as currently adopted.]

P = Permitted use CUP = Conditional use permit required	RESIDENTIAL				COMMERCIAL					INDUSTRIAL		PUBLIC FACILITIES
LAND USES:	**LDR**	**CLDR**	**~~CR~~MDR**	**HDR**	**~~NB~~ NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**~~EP-1~~BP**	**~~EP-2~~EP**	**POSPF**
…												
* 1.54 Upper Floor Dwelling Units				P	P	See Chapter 18.12 NBMC	P (7)	P				
…												
2.25 Research and Development Facilities					P (8)	See Chapter 18.12 NBMC			P	P	P	
…												
3.32 Multi-Tenant Industrial Park					P (8)	See Chapter 18.12 NBMC			P	P	P	
* 3.33 Warehousing and Distribution					P (8)	See Chapter 18.12 NBMC				P (12)	P (12)	

P = Permitted use CUP = Conditional use permit required	RESIDENTIAL				COMMERCIAL					INDUSTRIAL		PUBLIC FACILITIES
LAND USES:	**LDR**	**CLDR**	**~~CR~~MDR**	**HDR**	**~~NB~~ NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**~~EP-1~~BP**	**~~EP-2~~EP**	**POSPF**
… ;A												

NOTES:

*	Indicates a specific performance standard(s) is required by the zoning code per Table 18.10.050. Note that standards and/or regulations additional to the zoning code often apply. Environmental quality performance standards apply to all uses in all zoning districts.
(1)	Tattoo parlors and/or body piercing studios are allowed in the IMU zoning districts only in those areas north of I-90 at Exit 31 and within the DC zoning district only in buildings abutting and fronting North Bend Way and/or Bendigo Blvd. and areas located south of North Bend Way.
(2)	Standard size single-family homes and duplexes (two-unit homes) are allowed on a limited basis within the MDR~~CR~~ zoning district, subject to the cottage residential regulations in Chapter 18.11 NBMC.
(3)	Cottages are allowed on a limited basis within areas of the LDR zoning district subject to the cottage residential regulations in Chapter 18.11 NBMC.
(4)	Zero lot line townhomes, also referred to as row houses, are single-family attached dwellings that share a common wall with other dwellings on one or both sides of the unit, but are independent homes occupying their own legal lot, unlike condominiums.

NOTES:

(5) Heavy equipment refers to heavy-duty vehicles, specially designed for executing construction tasks, most frequently ones involving earthwork operations. They are also known as heavy machines, heavy trucks, construction equipment, engineering equipment, heavy vehicles, or heavy hydraulics. They usually comprise five equipment systems: implement, traction, structure, power train, control and information.

(6) For affordable housing projects that are not expressly permitted see Chapter 18.27 NBMC, Development Agreements.

(7) Within IC Zone at Exit 31 on the North side of Bendigo Boulevard, residential use is allowed on the second floor and above.

(8) Research and Development Facilities (2.25), Multi-Tennant Industrial Park (3.32), and Warehousing and Distribution (3.33) are allowed within the NMU Zone for parcels greater than 2 acres in size where located between 436th Avenue SE and SE 140th where it intersects with SE North Bend Way subject to compliance with Performance standards in NBMC 18.10.050, as well as within existing buildings greater than 12,000 square feet in size in the NMU zone.

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Table 18.10.040 – Bulk and Dimensional Standards - Table Row Amendments

[NOTE TO CODE REVISER: Only the following rows of table 18.10.040 indicating bulk and dimensional standards are amended; rows not included herein remain in full force and effect as currently adopted.]

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:					EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
1. Minimum Lot Size (1):	**LDR** 4 DU/Acre Gross Density	**CLDR** 2 DU/Acre Gross Density	**~~CR~~MDR** Gross Density	**HDR** Net Density	**~~NB~~NMU** Net Density	**DC** Net Density	**IC**	**IMU** Net Density	**NB~~-2~~**	**BP~~EP-1~~** Net Density	**EP~~-2~~**	**POSPF**
. . .												
2. Maximum Lot Size:	**LDR**	**CLDR**	**MDR~~CR~~**	**HDR**	**~~NB~~NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**BP~~EP-1~~**	**EP~~-2~~**	**POSPF**
…												
3. Minimum Lot Width (10):	**LDR**	**CLDR**	**MDR~~CR~~**	**HDR**	**~~NB~~NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**BP~~EP-1~~**	**EP~~-2~~**	**POSPF**
…												
4. Minimum Front Yard Setback: (6)	**LDR**	**CLDR**	**MDR~~CR~~**	**HDR**	**~~NB~~NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**BP~~EP-1~~**	**EP~~-2~~**	**POSPF**
…												
5. Maximum Front Yard Setback: (6, 7)	**LDR**	**CLDR**	**MDR~~CR~~**	**HDR**	**~~NB~~NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**BP~~EP-1~~**	**EP~~-2~~**	**POSPF**
…												
6. Minimum Side Yard Setback: (9, 10)	**LDR**	**CLDR**	**MDR~~CR~~**	**HDR**	**~~NB~~NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**BP~~EP-1~~**	**EP~~-2~~**	**POSPF**
…												

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BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:					EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
7. Minimum Rear Yard Setback: (11)	**LDR**	**CLDR**	**MDR~~CR~~**	**HDR**	**~~NB~~NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**BP~~EP-1~~**	**EP~~-2~~**	**POSPF**
8. Maximum Building Height: (12)	**LDR**	**CLDR**	**MDR~~CR~~**	**HDR**	**~~NB~~NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**BP~~EP-1~~**	**EP~~-2~~**	**POSPF**
…												
d. Duplexes			See Chapter 18.11 NBMC	35'	35'	See Chapter 18.12 NBMC		3~~0~~5'				
e. Triplex, Fourplex, and Other Multifamily Structures (including elderly homes and related)				35'	35'	See Chapter 18.12 NBMC		3~~0~~5'				
…												
9. Maximum Building Cover: (percent of lot area or project depending on the zone) (13)	**LDR**	**CLDR**	**MDR~~CR~~**	**HDR**	**~~NB~~NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**BP~~EP-1~~**	**EP~~-2~~**	**POSPF**
…												
10. Maximum Impervious Surface Coverage: (percent of lot area or project depending on the zone) For lots within the floodplain, see NBMC 14.12.070 for additional regulations.	**LDR**	**CLDR**	**MDR~~CR~~**	**HDR**	**~~NB~~NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**BP~~EP-1~~**	**EP~~-2~~**	**POSPF**
…												
11. Multifamily Maximum Building Size:	**LDR**	**CLDR**	**MDR~~CR~~**	**HDR**	**~~NB~~NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**BP~~EP-1~~**	**EP~~-2~~**	**POSPF**
…												

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BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:					EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
12. Maximum Ground Floor Commercial Tenant Space: In all nonresidential zones, development shall comply with the standards set forth in Chapter 18.34 NBMC.	**LDR**	**CLDR**	**MDR~~CR~~**	**HDR**	**~~NB~~NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**BP~~EP-1~~**	**EP~~-2~~**	**POSPF**
13. Floor Area Ratio (15): In all zones, development shall comply with the standards set forth in Chapter 18.34 NBMC.	**LDR**	**CLDR**	**MDR~~CR~~**	**HDR**	**~~NB~~NMU**	**DC**	**IC**	**IMU**	**NB~~-2~~**	**BP~~EP-1~~**	**EP~~-2~~**	**POSPF**

…

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Table 18.10.050 – Land Use Performance Standards – Table Row Amendments

[NOTE TO CODE REVISER: Only the following rows of table 18.10.050 indicating land use types are amended; rows not included herein remain in full force and effect as currently adopted.]

TYPE OF LAND USE:		PERFORMANCE STANDARD(S):	
1.00 RESIDENTIAL:		…	
		c.	New first floor residential is prohibited in the NMU~~NB~~ zone.
		…	
…			
1.20	Multifamily Structures	a.	New multifamily dwellings constructed on North Bend Way or Bendigo Boulevard shall be second story or above in the NMU~~NB~~ zoning district.
		…	
…			
2.00 COMMERCIAL:			
…			
2.06	Business and Professional Office	a.	In the ~~EP-1~~BP and EP~~-2~~ districts, only business offices associated with the principal, underlying employment park uses are allowed.
…			
2.19	Nursery, Landscape, and Garden Supply	a.	Outdoor storage or stockpiling of soil, bark chips, gravel, railroad ties, or related bulk landscape materials for sale or resale is prohibited in the DC zoning district; incidental business use of

TYPE OF LAND USE:		PERFORMANCE STANDARD(S):	
			these materials is permitted. In the NMU~~NB~~ and BP~~EP-1~~ districts, the outdoor storage or stockpiling standard shall be limited to not more than 125 cubic yards of bulk (nonpackaged) materials.
…			
2.24b	Restaurant (Non-Drive-Thru)	a.	In the DC and IC districts, are permitted to be open for 24 hours. In the NMU, NB and IMU districts, are expected to be open for maximum 16-hour-per-day periods – not at night.
…			
2.26 and 2.27	Retail and Wholesale Sales	a.	In the BP~~EP-1~~ and EP~~-2~~ districts, retail sale of goods is limited strictly to those manufactured on-premises, and sales areas may not occupy more than 15 percent of gross floor area.
		b.	In the ~~NB~~NMU zone, retail must occupy a minimum of 20 percent of the gross floor area.
…			
2.29c Outdoor Storage of Boats, Cars, Campers, Etc.		a.	Outdoor storage of boats, cars, campers, and the like shall be allowed for a business where point of sale occurs within the city or a business that provides rental space for the convenience of individuals wishing to store their personal boats, campers, etc.
		b.	Storage of all outdoor parts, equipment and service areas shall be located to the side or rear of the property and screened from view using 15-foot-wide Type 1 landscaping. In the NB~~-2~~ zone, side yard setbacks between adjacent parcels shall be a minimum of 15 feet wide and include Type 1 landscaping where outdoor storage is proposed.
		c.	The required amount of vehicular use area landscaping shall be met; however, the location of said landscaping may be adjusted

TYPE OF LAND USE:		PERFORMANCE STANDARD(S):	
			and placed on the perimeter or as a consolidated feature as approved by the director.
2.32	Veterinary Clinic	a.	Exterior kennels or runs are prohibited in the NMU~~NB~~ and DC zoning districts.
…			
2.41	Marijuana Related Uses (Producer, Processor, Retail and Other)	See Chapter 18.60 NBMC.	
2.42	Indoor Emergency Shelter	~~a.~~ b.	~~Conditional use permit required.~~ ~~The occupancy of an indoor emergency shelter shall be limited to no more than 10 families or 40 people, whichever is fewer. There shall be no more than one continuously operating indoor emergency shelter in the city. As used herein, the phrase "continuously operating" is intended to exclude indoor emergency shelter facilities that are needed to respond temporarily to a natural disaster or other similarly acute emergency (e.g., unusually hot or cold temperatures of short duration) that has caused unexpected homelessness within the city. No continuously operating indoor emergency shelter may be located within a half mile of a continuously operating indoor emergency housing facility as measured by the nearest point on one such property to the nearest point on the other. Indoor emergency shelters shall not be located within a half mile of permanent supportive housing or transitional housing units as measured by the nearest point on one such property to the nearest point on another.~~

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):	
	~~e.~~	An operations and security plan for emergency housing facilities shall be required that addresses potential security and neighborhood impacts within 500 feet of the emergency housing facility.
	~~d.~~c.	Must comply with all standards of the zone in which the indoor emergency shelter is located.
…		
3.00 INDUSTRIAL:		
3.00 All Industrial Uses	…	
3.00	h.	In any new structure or building and for any new use, warehousing shall be limited to 80 percent of the gross area of the building or structure. In the event of multiple structures or buildings (e.g., campus style layout) operated by a single user, aggregate warehousing shall be limited to 80 percent of the total gross area of all buildings associated with that single user. "Single user" means a single business entity that shares management, controlling ownership interests, storage areas or shared ingress and egress into that business entity. "Warehouse" is a building or structure used for the storage of goods and/or materials, where the total gross floor area dedicated to the storage of goods and/or materials exceeds 65 percent; provided, however, if an applicant can provide evidence and make a showing that the primary function of the use within such building or structure is manufacturing, assembly, or reassembly of goods and materials, then it shall not be defined as a warehouse. Notwithstanding anything to the contrary in this section all existing uses and buildings (without regard to the foregoing 65 percent warehouse threshold) in existence as of September 21, 2010 and located within the BP~~EP-1~~ zone ~~located~~

TYPE OF LAND USE:		PERFORMANCE STANDARD(S):	
			~~west of Bendigo Blvd. S., in each case as of September 21, 2010~~, and any subsequent expansion of any such uses and buildings, including expansion into new buildings and uses associated with the existing use, shall be exempt from compliance with this provision.
		…	
3.11	Apparel, Fabrics, Etc.	a.	These uses are permitted as indicated in Table 18.10.030. Within the NMU and NB district, the scale of industrial and/or manufacturing operations associated with these uses shall be limited and shall include limited truck or associated shipping and receiving traffic and generally limited land use impacts on surrounding properties and the zoning district. Additional mitigating conditions may be placed on the use through the SEPA process to address impacts of the use that are not addressed through conformance to the city's development regulations.
3.15	Fabricated Small Components and Products (Containers, Hand Tools, Screw Products, Coatings and Recreational Products)	b.	Within the NMU and NB district, limited scale industrial/manufacturing uses as listed herein, and as permitted by Table 18.10.030, Permitted and Conditional Land Uses, shall meet the following standards:
…			
3.20	Measuring and Controlling Instruments	c.	Within the NMU~~NB~~ zone, for limited scale industrial/manufacturing uses as listed herein on parcels located between Thrasher Avenue NE and the intersection of North Bend

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
…	Way and SE Tanner Road, the following exception to subsection (b) of this section shall apply:

Chapter 18.11
~~COTTAGE RESIDENTIAL~~ MEDIUM DENSITY RESIDENTIAL

18.11.010 User guide.

This chapter provides standards when developing cottages, carriage units, and two-unit homes in zones where said uses are allowed. If you are interested in proposing development containing a mix of cottage, carriage, or two-unit homes, or you wish to participate in the city's decision on a project including these types of housing units, you should read this chapter.

This chapter also provides provisions regulating the development of low-density residential single-family within the ~~cottage residential~~ medium density residential zone, resulting in a mix of housing choices and densities within said zone.

18.11.020 Standards, intent, and voluntary provisions.

For properties located within the ~~cottage residential~~ medium density residential (~~CR~~MDR) zone, the provisions of this chapter are required and mandated. For properties located within the downtown commercial (DC) zone and the low-density residential (LDR) zone, the provisions of this chapter are available as alternatives to the development of typical detached single-family homes, subject to the limitations in this chapter. In the event of a conflict between the standards in this chapter and the standards in other chapters of the North Bend Municipal Code (NBMC), the standards in this chapter shall control. These standards are intended to address the changing composition of households, and the need for smaller, and more diverse housing choices. Providing for a variety of housing types also encourages innovation and diversity in housing design and site development, while ensuring compatibility with surrounding single-family residential development.

18.11.040 Parameters for cottages, carriage units and two-unit homes.

The following parameters apply to cottages, carriage units, and two-unit homes. See NBMC 18.11.060 for provisions related to the mix and development of standard single-family homes in the ~~cottage residential~~ medium density residential zone.

. . .

D. Cottage Development Size and Mix.

1. Maximum Development Size.

a. Within the ~~cottage residential~~ medium density residential zone or downtown commercial zone, a cottage development shall not exceed 24 dwelling units (split among two or more clusters), except as may be exceeded with separation pursuant to subsection (E)(3) of this section.

b. Within the LDR zone, a cottage development shall not exceed 12 dwelling units.

2. Single-Story Cottage Mix. Each cluster of 12 dwelling units must provide at least one single-story cottage.

3. Not more than one two-unit structure and one carriage unit may be allowed within each cluster of 12 dwelling units.

E. Cottage Cluster Location, Size and Separation.

1. Cottage clusters are allowed in the following locations:

a. Within the ~~cottage residential (CR)~~ medium density residential (MDR) zone;

b. Within the DC zone;

c. Within LDR zone in a three-quarter-mile radius from the intersection of Ballarat Avenue N and E. North Bend Way, as depicted in NBMC 18.11.040 Figure A. A minimum of 50 percent of a parcel must be within the three-quarter-mile radius to allow for a cottage cluster, except as authorized under subsection (E)(1)(d) of this section; and

d. Within the LDR zone where outside of the three-quarter-mile radius depicted in NBMC 18.11.040 Figure A, through a conditional use permit or development agreement.

NBMC 18.11.040 Figure A

2. Cluster Size.

a. Minimum units per cluster: A cluster (group of cottages that share a common green) must contain a minimum of four cottages when developed within the ~~cottage residential~~ medium density residential zone or low-density residential zone.

b. Maximum units per cluster: 12 units.

c. Maximum number of clusters per cottage development: No more than two cottage clusters of up to 12 units per cluster each may be located within a cottage development of up to 24 units. Deviation from the two-cluster limit may be authorized from the community and economic development director for cottage developments containing clusters orienting to public trail corridors and/or clusters within cottage developments sharing an enlarged common green under subsection (E)(3)(a)(ii) of this section.

3. Cottage Development Separation. Each cottage development of up to 24 units shall be separated from another cottage development of up to 24 units by one or more of the following methods:

a. Within the CR zone:

i. A 35-foot average buffer, with a minimum width of not less than 25 feet, containing preserved significant trees and native vegetation. If the existing vegetation does not contain significant trees, the buffer area shall be revegetated to achieve a Type 2 buffer; and/or

ii. An enlarged common green extending across the property a minimum of 50 feet in width to which cottages in clusters from different cottage developments (of up to 24 units each) may front and share, as an equivalent separation to that which the buffer under subsection (E)(3)(a)(i) of this section would provide for. The common green shall retain existing significant trees and shall provide for areas of lawn and Type 3 landscaping; and/or

iii. A standard single-family neighborhood, containing up to 20 units. In order to include a standard single-family development, a cottage development of not less than 24 units must be proposed or already exist, except for parcels abutting Stilson Avenue and Cedar Falls Way. Parcels abutting Stilson Avenue and Cedar Falls Way shall be developed per the low-density residential zoning standards of the North Bend Municipal Code.

b. Within the LDR or DC zones, any cottage development shall be separated from another by not less than 500 feet, as measured by the shortest distance.

. . .

18.11.070 ~~Cottage residential~~ <u>Medium density residential</u> zone-wide design parameters.

A. Stilson Avenue (from North Bend Way to Cedar Falls Avenue). To retain the rural character of this existing street, the following provisions shall apply:

All parcels abutting Stilson Avenue SE shall be developed per the low-density residential zoning standards.

Existing significant trees located adjacent to the right-of-way, as depicted in 18.11.070 Figure A, shall be retained. The retained trees shall be considered the planter strip and shall be of a width necessary to preserve the trees. The required sidewalks shall be located behind or meander through the trees. Stormwater improvements shall be provided appropriately to retain trees.

Access locations off Stilson Avenue shall not exceed what currently exists: four per side, unless otherwise unavoidable. Shared driveways are highly encouraged.

18.11.070 Figure A – Stilson Avenue – Rural Character and Significant Trees to Be Retained

B. Cottage Zone between Cedar Falls Way and North Bend Way. For any development application within the ~~cottage residential (CR)~~ medium density residential (MDR) zone located between Cedar Falls Way and North Bend Way, to the extent possible as applications are submitted independently for individual properties, the development shall provide for access, connectivity, and view corridors consistent with the following provisions:

1. Cedar Falls Way. A maximum of three access points shall be provided and located to line up with the following existing streets to the south:

a. Access Point 1: Salish Avenue SE; and

b. Access Point 2: La Forest Drive SE; and

c. Access Point 3: La Forest Drive SE; and

d. The city may approve additional driveways for parcels abutting Cedar Falls Way if necessary when developed independent of a larger consolidated development.

2. Views, Buffered Street Terminus, and Trails. The following standards shall be followed to the extent possible given the size of the development project submittal:

a. From Access Point 1 off Cedar Falls Way, a view corridor and view park to Mt. Si shall be provided allowing for views of Mt. Si and a natural treed terminus. This area shall be no less than 1,000 square feet.

b. From Access Points 2 and 3 off Cedar Falls Way, a view/buffer terminus providing a vegetated visual appearance when entering the area shall be provided. This area shall be not less than 800 square feet and planted with Type 2 landscaping.

c. A minimum of three north/south eight-foot paved trails shall be provided through the site connecting with Tanner Trail.

3. Cedar Falls Frontage Improvements. Frontage improvements for development within the ~~cottage residential~~ medium density residential zone along Cedar Falls Way shall comply with the following provisions:

a. Excess Right-of-Way. A portion of the existing Cedar Falls Way right-of-way (ROW), located on the north side of the road adjacent to the public works site and east to the intersection of Salish Avenue SE across the street, contains excess ROW area and a mature forest. In this ROW area, the existing forest and significant trees shall be retained. An eight-foot meandering multipurpose trail shall be constructed pursuant to the provisions below. Additional trails may be constructed in this area subject to city approval.

b. Cedar Falls Way Buffer. A minimum 35-foot landscape buffer shall be provided along the northern edge of Cedar Falls Way for parcels zoned ~~cottage residential~~ medium density residential, and this landscape buffer shall be dedicated to the city of North Bend. This 35-foot landscape buffer shall include the following:

i. Existing Sewer Easement. A 15-foot existing sewer easement and sewer line currently exists on the northern edge of Cedar Falls Avenue. This area shall be planted with Type 2 landscaping per Chapter 18.18 NBMC. However, adjustments to said landscaping requirements, to be approved by the city, may be necessary to address planting restrictions over an existing sewer line; and

ii. Twenty-Foot Native Frontage Buffer. In addition to the 15-foot existing sewer easement landscaping described above, a 20-foot buffer shall be provided and dedicated to the city of North Bend. This buffer shall preserve the existing native vegetation, trees and significant trees. Where areas within this 20-foot buffer do not achieve a Type 1 landscape standard, supplemental plantings shall be installed to achieve a Type 1 landscape standard per Chapter 18.18 NBMC.

c. An eight-foot-wide paved trail (per Chapters 17.25 and 19.01 NBMC and the city of North Bend public works standards) shall meander through the 35-foot buffer area preserving significant trees to the maximum extent feasible. This 35-foot buffer and trail are in lieu of the typically required curb/gutter planter strip and sidewalk required on the south side of the road.

C. Burlington Northern Railway Right-of-Way.

1. For development sites located adjacent to the Burlington Northern right-of-way (ROW), the developer may purchase the Burlington Northern ROW and dedicate no less than 40 feet for Tanner Trail and open spaces purposes to the city. Any remaining Burlington Northern ROW area in excess of the minimum 40 feet may be incorporated into the development. If the developer opts for this, the following shall apply:

a. A 15-foot Type 2 landscape buffer shall be provided along the rear property line, owned and maintained by the homeowners' association of the development.

b. The applicant shall construct a trail within the Tanner Trail corridor consistent with the trail standards in Chapter 19.01 NBMC and the city of North Bend public works standards, together with street trees provided consistent with Chapter 19.01 NBMC and the city of North Bend public works standards.

c. The applicant may receive credit for up to 50 percent of the common open space requirement provided in NBMC 18.11.040(M) if the common open space is designed integrally with the Tanner Trail open space such that the two open spaces function as one.

2. In the event the applicant elects to proceed without acquiring the ROW, then the applicant shall provide the following:

a. A 15-foot Type 2 landscape buffer shall be provided along the rear property line along North Bend Way, owned and maintained by the homeowners' association of the development; and

b. The applicant shall construct a trail along this landscape buffer consistent with the trail standards in Chapter 19.01 NBMC and the city of North Bend public works standards.

Staff Report and Planning Commission Recommendation
To Amend the City's Official Zoning Map and NBMC amendments related to the 2024 Comprehensive Plan Update

Meeting Date: November 20, 2024

Proponent: City of North Bend

Staff Recommendation: A Motion to recommend City Council approval of the proposed amendments to the Official Zoning Map and NBMC Amendments to ensure consistency with the changes proposed in the 2024 Comprehensive Plan.

I. Purpose of Proposed Municipal Code Amendments:

Amendments are proposed to the Official Zoning Map and North Bend Municipal Code including the following:

1. Revisions to the Official Zoning Map consistent with the City of North Bend's 2024 Comprehensive Plan update, per NBMC 18.08.
2. Revisions to North Bend Municipal Code 18.10, Zoning District; Table 18.10.030 Permitted and Conditional Uses, Table 18.10.050 Performance Standards renaming several zones as suggested in the Comprehensive Plan (NB-2 to NB, EP-1 to EP, NB to Neighborhood Mixed Use, EP-2 to Business Park, and Cottage Residential to Medium Density Residential).
3. Footnotes to Table 18.10.030 to allow residential above ground floor uses at the outlet mall, and to allow Research and Development Facilities, Multi-Tennant Industrial Park and Warehousing and Distribution on limited parcels proposed for Neighborhood Mixed Use which were Employment Park 1 to reduce existing non- conforming uses.
4. Height allowance increased from 30' to 35' for IMU zone to accommodate mixed use projects.

II. Proposed Amendments

Proposed amendments are attached and include changes to Title 17 and 18 for consistency with changes made in the Comprehensive Plan. These include zoning name changes primarily.

III. Impacts of Proposed Amendment

NBMC 20.08.070 and .080 requires that applications for municipal code amendments be evaluated for their environmental, economic, and cultural impacts, as well as impacts to surrounding properties. These impacts are evaluated below.

1) **Environmental Impacts**. No environmental impacts are anticipated from amending NBMC and Zoning Map cited above. Regulations protecting critical areas, managing stormwater runoff, and controlling floodplain impacts are governed by the Critical Area Regulations in NBMC Title 14, and apply regardless of what type of development occurs on a site.

2) **Economic Impacts**. No economic impact is expected from these amendments.

3) **Cultural Impacts**. No significant cultural impacts are anticipated from the amendments. All proposed projects must plan for protecting cultural resources.

4) **Impacts to Surrounding Properties**. The proposed changes protect the integrity of surrounding uses by incorporating requirements equally.

IV. Compatibility of Proposed Amendment with North Bend Comprehensive Plan (NBCP)
In accordance with NBMC 20.08.070 and .080, applications for municipal code amendments must be evaluated for compliance with the Comprehensive Plan. The proposed amendments ensure compliance and consistency with the Comprehensive Plan.

V. Compatibility of Proposed Amendment with the North Bend Municipal Code (NBMC)
In accordance with NBMC 20.08.070 and .080, applications for municipal code amendments must be evaluated for compliance with the North Bend Municipal Code. The proposed amendment is compatible with the North Bend Municipal Code.

VI. Planning Commission Findings and Analysis
Pursuant to NBMC 20.08.100, the Planning Commission shall consider the proposed amendment against the criteria in NBMC 20.08.100 (B). A staff analysis is provided in italics under each criterion below.

1. Is the issue already adequately addressed in the Comprehensive Plan?
   The Comprehensive Plan does not address the proposed amendment.
2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?
   Yes. The proposed change conforms with state law and aligns with the City's desires.
3. Is the proposed change the best means for meeting the identified public need?
   Yes. The proposed amendment provides certainty for providers of housing and for the community.
4. Will the proposed change result in a net benefit to the community?
   The amendments are a no project action but provide clear requirements for those proposing Transitional Housing and Permanent Supportive Housing.

VII. Summary Findings:

1. The Planning Commission will consider the proposed amendments and held a public hearing on the draft regulations at their November 20, 2024 meeting. Any comments received will be noted here.
2. The Planning Commission voted to approve the amendments at their November 20, 2024 meeting.
3. Pursuant to RCW 36.70A.106, the draft regulations were forwarded to Commerce - Growth Management Services on November 6, 2024 with expedited review requested.
4. A SEPA Determination of Non-Significance was issued November 8, 2024 with comment period ending November 25, 2024. Any comments received will be forwarded to City Council for review.
5. The proposed amendments are consistent with the procedures established in NBMC 20.08, *Comprehensive Plan and Development Regulations Amendment Procedures*. The Planning Commission finds that the proposed amendments are consistent with the criteria in NBMC 20.08.100(B) and would result in a net benefit to the community.

Staff Recommendation:

Based on the findings above and pending consideration of public input to be provided for and at the Public Hearing, staff recommends approval of the draft regulations as provided herein.

Planning Commission Recommendation:

Following consideration of the Comprehensive Plan and Development Regulation Amendment process in NBMC 20.08.070 through 20.08.110 and public comment received at the public hearing, the Planning Commission recommends approved the draft regulations as provided herein.

From: Nicole Giuliano
To: Planning
Subject: Comments on Zoning Map and Municipal Code Amendments Pertaining to the City's 2024 Comprehensive Plan Update
Date: Sunday, November 24, 2024 7:28:42 PM

[Some people who received this message don't often get email from nbgiuliano@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Mike McCarty,

I'm writing in regards to the zoning map and municipal code amendments pertaining to the city's 2024 comprehensive plan update. Apologizes, I was unable to attend via zoom due to the storm last week.

My comments are that 121 Thrasher Ave NE, North Bend, WA 98045 should not be changed from low density residential (LDR) to Downtown Commercial (DC). 121 Thrasher Ave NE's frontage is on Thrasher Ave NE and does not abut the major road (North Bend Way). The property is a similar size to the rest of the neighborhood of families on the street. The property should remain low density residential to maintain our residential neighborhood.

If you have any questions, please feel free to reach out. If there is another upcoming meeting to attend, please let me know.

Best,

Nicole Giuliano
129 Thrasher Ave NE, North Bend, WA 98045
781-526-7352
Nbgiuliano@gmail.com

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-141	
Motion Authorizing Mayor to Execute a Memorandum of Understanding for Docent Services on Meadowbrook Farm	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	CED Director – James Henderson	
Cost Impact: Annually, $3,000 or as necessary to cover basic insurance and bookkeeping requirements, plus discretionary costs by Council each year as considered through community service funding requests.	Finance – Martin Chaw	
Fund Source: General fund	Public Works – Mark Rigos	
Timeline: Immediate	CED Planning Manager – Mike McCarty	X
Attachments: Memorandum of Understanding		

SUMMARY STATEMENT:

On May 21, 2024, the City Council passed AB24-050, a motion authorizing entry into an Interlocal Agreement ("ILA") between the City of North Bend and City of Snoqualmie (collectively "the Cities") concerning the governance of Meadowbrook Farm, a 462-acre public property owned jointly by the Cities. Under that ILA and an associated maintenance and operations agreement between the Si View Metropolitan Park District ("Si View MPD") and the Cities, day-to-day management and operation of Meadowbrook Farm is now handled by the Si View MPD as an operations contractor, rather than by the Meadowbrook Farm Preservation Association ("MFPA").

Although no longer coordinating management and operation of Meadowbrook Farm, the MFPA continues to operate as a non-profit organization. The MFPA now focuses on providing for education and interpretation of the rich human and natural history, and natural environment present, at Meadowbrook Farm, activities that are not addressed by Si View MPD in their management and operation of the property.

The attached Memorandum of Understating ("MOU") between the Cities and the MFPA clarifies the roles and expectation of the MFPA in providing such educational and interpretive (docent) services at Meadowbrook Farm, clarifies the Cities' commitments to the MFPA to pay for basic organizational functions such as insurance and bookkeeping, and establishes a process for considering additional discretionary funding for docent activities by the MFPA, subject to approval by the Cities' respective City Councils.

Staff from North Bend and Snoqualmie have worked with the MFPA to prepare the MOU. The MFPA passed a motion at its October 14th Board Meeting to approve the draft MOU.

City staff recommend approval of the motion.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services, commitment to invest in the City and foster community engagement and pride, and providing a variety of recreation opportunities.

COMMITTEE REVIEW AND RECOMMENDATION: The Community & Economic Development Committee reviewed the draft MOU at their November 19, 2024 meeting and recommended approval and placement on the Main Agenda for discussion.

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB24-141, authorizing the Mayor to execute a Memorandum of Understanding between the City of North Bend, City of Snoqualmie, and the Meadowbrook Farm Preservation Association for docent services at Meadowbrook Farm.**		
RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
December 3, 2024		

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH BEND, THE CITY OF SNOQUALMIE, AND THE MEADOWBROOK FARM PRESERVATION ASSOCIATION FOR DOCENT SERVICES ON THE MEADOWBROOK FARM

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into on this __ date of _____, 2024, by and between the City of North Bend, a Washington municipal corporation; the City of Snoqualmie, a Washington municipal corporation; and the Meadowbrook Farm Preservation Association, a non-profit organization ("MFPA"). The City of North Bend and the City of Snoqualmie shall collectively be referred to herein as "the Cities." The City of North Bend, the City of Snoqualmie, and the MFPA shall collectively be referred to herein as "the Parties."

RECITALS

A. The Cities are municipal corporations of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW.

B. The Cities are owners of certain property generally referred to as the Meadowbrook Farm Preserve ("the Farm"). The Farm consists of 462 acres, lies partially within each city, and is described as set forth in Exhibit A ("the Property"). The Cities purchased the Property in 1994 in part with King County Conservation Futures grant funding ("CFT"), grant funding from the Washington State Recreation Conservation Office ("RCO"), and funding from other sources. As conditions of CFT and RCO grant funding, the Cities agreed to certain restrictions on the use of the Property as open space land for passive recreational uses, among other restrictions.

C. In 1997, the MFPA was formed as a non-profit organization under Section 501(c)(3) of the IRS code to serve as the legal entity capable of contracting with the Cities for the management and administration of the Farm.

D. The MFPA is currently governed by a volunteer board with members appointed by the Cities of Snoqualmie and North Bend, the Snoqualmie Tribe, the Snoqualmie Valley School District, the Snoqualmie Valley Historical Society, King County, the Upper Snoqualmie Valley Elk Management Group, and the Mountains to Sound Greenway, as well as staff member representatives from the Cities and other involved community members.

E. In 1998, the MFPA entered into an ILA with the Cities ("1998 ILA") for the MFPA's operation and management of the Farm for a period of twenty-five (25) years. The 1998 ILA expired on May 4, 2023 and was superseded by a new ILA between the Cities entered on May 21, 2024 addressing the governance of the Meadowbrook Farm.

F. The Parties wish to enter into this Agreement consistent with the Meadowbrook Farm Master Plan ("Plan"), which was adopted by the City of North Bend in Resolution 1639 and the City of Snoqualmie in Resolution 1227, and updated in 2013. The Plan serves as the guiding document for the long-term preservation, maintenance, and management of the Farm.

G. The Cities intend to contract with service provider(s) for day-to-day operation and maintenance of the Farm ("Operations Contractor") including but not limited to maintenance of buildings and grounds; coordination of schedules for classes, camps, and events; operation and coordination of event rentals; coordination of grant writing; implementation of and coordination of updates to the Plan; and construction of improvements consistent with the Plan.

H. The Cities recognize the vital role that the MFPA has served in the past to manage and maintain the property, fund and build the Interpretive Center building, and to collect, preserve, display, and to interpret the history and natural history of the Farm and vicinity, and this Agreement is intended to clarify the Parties' roles going forward.

I. This Agreement reflects the MFPA's role to research, and to preserve and share the history and natural history of the Farm through educational and interpretive programming. The MFPA will continue to act as stewards of Meadowbrook Farm, focusing on the rich Farm history and natural history, engaging with the community consistent with legal restrictions on the use of the Farm and the shared objectives for the Farm set forth in the Governance Interlocal Agreement between the Cities, attached as Exhibit B.

NOW, THEREFORE, the Parties have entered into this Agreement under the terms and conditions set forth herein:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to set forth the terms and conditions under which the MFPA shall provide educational and interpretive programming, as well as special projects. Special projects will be in coordination with SVMPD, align with the master plan and reviewed by the Meadowbrook Farm Advisory Body. The goal is to enhance the offerings at the Farm in order to preserve the Farm's history and natural history as an important public open space consistent with all applicable restrictions set forth in deeds, grant agreements, and codes and regulations.

2. FARM OWNERSHIP AND ACCESS

The Cities are fee simple owners of the Farm as tenants-in-common. The Cities grant the MFPA non-exclusive access to the Farm for activities as authorized within the Scope of Services provided in Section 3 for the duration of this Agreement. The Cities' grant of access to the MFPA may be limited or revoked at will by the Cities as provided in this Agreement.

3. SCOPE OF SERVICES

3.1 The MFPA shall perform all services in a professional manner. The MFPA shall not permanently alter the Farm or engage in any activity that prevents the public use of the Farm. Nothing in this Agreement shall be considered to create an employer-employee relationship between the Parties, and MFPA members are not entitled to any benefits afforded to either of the Cities' employees.

3.2 The MFPA shall submit an Education Program Plan ("MFPA Educational Program Plan") biennially to the Cities by September 1 before the beginning of the Cities' biennial budget cycle. This plan will describe the activities of the previous two-years, identify accomplishments and challenges, discuss the plan for the coming two-year period, and the revenues and expenditures related to the same. The MFPA may choose

to concurrently submit a funding request for the MFPA's provision of interpretive services to Farm guests and visitors for the upcoming two years ("Funding Request"). Any such Funding Request shall be solely subject to budget approval authority of the Cities' respective Councils ("Approved MFPA Funding"). The Funding Request shall take the form of a draft budget. Such Funding Request and MFPA Educational Program Plan shall not require the Cities to fund or adopt the MFPA Educational Program Plan.

3.3 The MFPA shall deliver educational services and programming as identified in their adopted MFPA Educational Program Plan.

3.4 The MFPA shall apply for, and obtain, all necessary permits prior to conducting the activities in the MFPA Educational Program Plan.

3.5 Nothing in this Agreement should be interpreted to guarantee approval of the Funding Request for the following biennium. The MFPA will be required to sign a contract with the Cities for the funds granted pursuant to the Funding Request.

3.6 In performing services, the MFPA shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds.

3.7 The Cities shall pay the MFPA for services rendered on an annual basis a minimum of three thousand dollars ($3,000) or amount sufficient from each City to cover basic organizational functions including insurance as required by this MOU and bookkeeping. Any amount over the amount sufficient to provide these basic functions shall be subject to a Funding Request submitted by the MFPA to the City/cities consistent with Section 3.2.

3.8 Upon request, the MFPA may schedule with each City's staff a presentation to the City Council of the activities of the previous year including identification of accomplishments, challenges, the plan for the coming two-year period, and the revenues and expenditures related to the same.

3.9 The MFPA shall maintain accounts and records which properly reflect the services performed and cost expended in performance of the MFPA Educational Program Plan and make such accounts and records available upon the request of any City.

3.10 The MFPA shall coordinate with the Operations Contractor with regard to the provision of docent/interpretive/educational services and other related activities at the Farm.

3.11 The MFPA shall, if required by the Operations Contractor's contract provisions, clean-up and remove all waste from the Farm after conducting any activities.

3.12 The MFPA shall have one member on the Meadowbrook Farm Advisory Body ("MFAB") and shall confirm the representative by name annually by September 1st.

3.13 To avoid any direct or potential conflict of interest, a publicly elected or appointed government official (such as City Council or SVMPD Commissioner) shall not serve on the MFPA board of directors (those with voting privileges), nor on the MFAB. A

City staff liaison, who does not serve on the MFPA board of directors, may attend MFPA meetings in their official capacity only if: (a) the City staff liaison's employing City supervisor approves and (b) the City staff liaison's role is to assist the MFPA and coordinate matters in the interest of the staff liaison's employing City, however, the staff liaison shall not participate in voting.

4. DURATION AND MODIFICATION

4.1 Duration. This Agreement shall be effective on the later of May 1, 2024, or the date of the latest signature below and shall continue in effect until 11:59 p.m. on December 31, 2029. Thereafter, this Agreement shall automatically renew for an additional one-year term ("Renewal Term"). Cost of living financial revision likely needed prior to, or before renewal. Any Party may elect to terminate this Agreement on sixty (60) days' written notice of termination to the other Parties, given in accordance with this Agreement. Additionally, the Parties may jointly agree to terminate this Agreement at any time.

4.2 Modification. This Agreement is intended to express the entire Agreement of the Parties and may not be altered or modified in any way unless such modification is reduced to writing and agreed upon and signed by each Party.

5. CITIES' RESPONSIBILITIES

The Cities shall timely pay invoices submitted by the MFPA, which are consistent with the MFPA Educational Program Plan and MFPA budget allocation approved by the Cities for the given biennium. The Cities shall not be responsible for payment of invoices that exceed the amounts set forth in the Approved MFPA Funding Request.

6. INDEMNIFICATION

The Parties shall indemnify one another as follows:

6.1 Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its officers, officials, employees, and agents.

6.2 Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as respects the other Party, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees or agents. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

6.3 In the event any Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party/Parties.

6.4 The provisions of this Section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

7. PROPERTY

Nothing in this Agreement affect the terms or conditions of the Cities of North Bend and Snoqualmie's ownership of the Property.

8. DISPUTE RESOLUTION

It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation pursuant to chapter 7.07 RCW. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. The Parties shall not resolve a dispute by mandatory arbitration. In the event mediation is not successful, the Parties agree to the jurisdiction of the Superior Court of King County, Washington over any lawsuit filed under this Section.

9. INDEPENDENT CONTRACTOR

Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of one Party the employee of any other Party or Parties for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. At all times pertinent hereto, employees of the City of North Bend are acting as City of Noth Bend employees and employees the City of Snoqualmie are acting as City of Snoqualmie employees.

10. NOTICES

Any notice or other communication given hereunder shall be deemed sufficient, if in writing and addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Parties:

City of North Bend:
Mary Miller, Mayor
920 SE Cedar Falls Way
North Bend, WA 98045

City of Snoqualmie:
Katherine Ross, Mayor
38624 SE River Street, PO Box 987
Snoqualmie, WA 98065

Meadowbrook Farm Preservation Association:
Mary Norton, President
PO Box 1462
Snoqualmie, WA 98065

11. PARTIAL INVALIDITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

12. ASSIGNABILITY

The rights, duties, and obligations of any Party to this Agreement shall not be assignable.

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

14. INSURANCE

Each City shall be responsible for maintaining its own insurance. The MFPA 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 the MFPA, its agents, representatives, or employees. MFPA's maintenance of insurance as required by this Agreement shall not be construed to limit MFPA'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. MFPA shall maintain insurance of the types and coverage described below:

1. **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 MFPAs and personal injury and advertising injury. The Cities shall each be named as an additional insured under MFPA's Commercial General Liability insurance policy with respect to the work performed under this Agreement, using an additional insured endorsement at least as broad as ISO CG 2026.

2. **Workers' compensation coverage** as required by the Industrial Insurance laws of the State of Washington, if the MFPA has employees.

B. Additional Insurance Provisions. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. MFPA's commercial general liability insurance policy is to contain, or be endorsed to contain, that they shall be primary insurance as respects the Cities. Any insurance, self-insurance, or self-insured pool coverage maintained by the Cities shall be excess of MFPA's insurance and shall not contribute with it. MFPA shall provide the Cities with written notice of any policy cancellation within two (2) business days of MFPA's receipt of such notice.

C. Certificates of Insurance. Within fifteen (15) days of the execution of this Agreement, MFPA shall deliver original certificates or electronic via email and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this Section 14.

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

E. Full Availability of MFPA Limits. If MFPA maintains higher insurance limits than the minimums shown above, the Cities shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by MFPA, irrespective of whether such limits maintained by MFPA are greater than those required by this Agreement or whether any certificate of insurance furnished to the Cities evidence limits of liability lower than those maintained by MFPA.

15. GENERAL PROVISIONS

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. Any provision of this Agreement declared invalid or illegal shall in no way effect or invalidate any other provision. Failure of a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default.

MEADOWBROOK FARM PRESERVATION ASSOCIATION

_____
Mary Norton, President
Date: _____

CITY OF NORTH BEND

_____
Mary Miller, Mayor
Date: _____

CITY OF SNOQUALMIE

_____
Katherine Ross, Mayor
Date: _____

ATTEST

By: _____
North Bend City Clerk

By: _____
Snoqualmie City Clerk

APPROVED AS TO FORM:

By: _____
Kendra S. Rosenberg
North Bend City Attorney
Dated: _____

By: _____
David A. Linehan
Snoqualmie Interim City Attorney
Dated: _____

NORTH BEND
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City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-142	
Motion Authorizing Contract with Valley Defenders for Public Defender Services	Department/Committee/Individual	
	Mayor Mary Miller	X
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	X
	Comm. & Economic Development – James Henderson	
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate		

Attachments:

SUMMARY STATEMENT:

Public defender services related to the prosecution of misdemeanor crimes were provided to the City of North Bend and the City of Snoqualmie through an Interlocal Agreement ("ILA") with the City of Issaquah. The agency providing the public defender services to the cities under the ILA was Valley Defenders. On October 30, 2024, the City of North Bend was notified that the City of Issaquah was terminating the ILA effective December 31, 2024, and the cities of North Bend and Snoqualmie would have to contract for public defender services independently.

Before entering into the ILA for budgetary reasons, the City of North Bend contracted independently with Valley Defenders. On November 13, 2024, the State approved new standards for public defenders. Valley Defenders is incorporating the new standards into its proposed contract with the City. There have been no service delivery issues with Valley Defenders under prior contracts and City staff recommend entering into a contract with Valley Defenders for public defender services.

APPLICABLE BRAND GUIDELINES: Consistent Delivery of quality basic services.

COMMITTEE REVIEW AND RECOMMENDATION: The Public Health & Safety Committee will review this item at its meeting on December 3, 2024.

RECOMMENDED ACTION: **MOTION to approve AB24-142, authorizing the Mayor to execute and administer a contract with Valley Defenders for public defender services.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 3, 2024		

NORTH BEND
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City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-143	
Motion Authorizing Renewal of the Interlocal Agreement (ILA) with Issaquah Jail for Jail Services	Department/Committee/Individual	
	Mayor Mary Miller	X
	City Administrator –	
	City Attorney – Kendra Rosenberg	X
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate	Police Chief Brian Lynch	X

Attachments: Interlocal Agreement

SUMMARY STATEMENT:

The Snoqualmie/North Bend Police Department uses the Issaquah Jail as their primary booking location for all misdemeanor arrests. The Issaquah Jail is one of four current City inmate housing contracts (the others being SCORE Jail in SeaTac, King County Jail, as well as long term male inmate housing with the City of Sunnyside).

On October 30, 2024, the Snoqualmie Police Department received notice that the Issaquah Jail rates would be increasing for the first time since 2021, and that a new ILA would need to be signed to continue the partnership. The new proposed ILA reflects the following new fee schedule effective January 1, 2025:

	2024	2025	Increase %
Guaranteed Bed Space (to which Snoqualmie purchases five beds)	= $115.50	$150.00	29%
Non-Guaranteed Bed Space	= $147.00	$200.00	36%
Booking Fee	= $0.00	$20.00	
Video Court	=$45.00	$100.00	122%

Below is a breakdown of the City's current contracts for jail services as a comparison:

Jail Provider	Booking Fee	Daily Fee	Mental Health
City of Issaquah	No Fee	$115.50/$147.00	No
King County	$277.99	$259.14	Yes
SCORE	$65.00	$204.97	Yes

While the Issaquah Jail has not raised their rates in a few years, every other jail that we contract with has raised their rates approximately 5%-7% each year. The police department is currently in discussions with the Kirkland Jail and Yakima County Jail to seek other cost-effective alternatives for housing inmates.

City Council Agenda Bill

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services
COMMITTEE REVIEW AND RECOMMENDATION: The Public Health & Safety Committee will review this item at their meeting on December 3, 2024.
RECOMMENDED ACTION: **MOTION to approve AB24-143, authorizing the Mayor to sign an Interlocal Agreement Renewal with the City of Issaquah for Housing Misdemeanor Inmates in the Issaquah Jail, in a form and content acceptable to the City Attorney.**

RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
December 3, 2024		

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ISSAQUAH, WASHINGTON AND THE CITY OF NORTH BEND, WASHINGTON, FOR THE HOUSING OF INMATE IN THE ISSAQUAH CITY JAIL

This agreement ("Agreement") is between the City of Issaquah, a municipal corporation of the State of Washington ("Issaquah") and the City of North Bend, a municipal corporation of the State of Washington ("North Bend").

RECITALS

WHEREAS, this Agreement is entered pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW, which authorize local governmental agencies to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for provision of jail services; and

WHEREAS North Bend wishes to secure the use of a guaranteed number of jail beds at the Issaquah City Jail ("Issaquah Jail"), and the City of Issaquah is willing to accept North Bend's inmates at a rate of compensation and under the terms and conditions set forth below; and

WHEREAS the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

Now, therefore, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree to the terms and conditions set forth herein:

1. EFFECTIVE DATE

   This Agreement shall be effective following its mutual execution and posting on Issaquah's website in accordance with RCW 39.34.040.

2. TERMINATION

   (A) This Agreement shall be of indefinite duration. Provided, however, either party may elect to terminate this Agreement for any reason by giving written notice of termination to the other party and the State Office of Financial Management. Said termination shall be effective ninety (90) days from the date of said written notice to the Chief of Police of the jurisdiction receiving the notice. The notice will state the reason for termination and specific plans for accommodating the affected jail population.

   (B) In the event of termination of this Agreement for any reason, North Bend shall compensate Issaquah for inmates housed by the Issaquah Jail after notice of termination until North Bend retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated, and the provisions of this Agreement shall remain in force until such time as all inmates from North Bend have been retaken.

3. NOTICES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Issaquah:	Chief of Police Issaquah Police Department 130 E. Sunset Way Issaquah, Washington 98027
Contact:	Issaquah Commander
City of North Bend:	North Bend Police Department 450 110th Ave. NE North Bend, WA 98004
Contact:	Chief of Police

4. SERVICES PROVIDED

Issaquah agrees to provide jail services for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within North Bend's jurisdiction.

5. COMPENSATION

In consideration of Issaquah's commitment to provide housing and related services for its inmates, North Bend agrees to pay Issaquah the fees and charges set forth in this Agreement.

(A) Guaranteed Beds. Issaquah agrees to accept and house non-gendered specific inmates at the daily guaranteed bed rate of $150.00 per bed day. The guaranteed rate is limited to the **Five (5)** guaranteed beds for North Bend. The $150.00 per bed per day rate for guaranteed beds shall be assessed for each day this Agreement is in effect regardless of occupancy by a North Bend inmate. Either party may cancel or reduce the guaranteed bed commitment provided for herein by providing written notice to the other party at least ninety (90) days in advance of the effective date of the cancellation or reduction. A cancellation or reduction made pursuant to this Section 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 Issaquah or North Bend.

(B) Non-Guaranteed Beds. North Bend may use additional beds, as available, at the daily rate of $200.00 per bed day. However, Issaquah shall have the right to refuse to accept custody or house North Bend's inmates in excess of the minimum bed commitment set forth above.

(C) Billing and Payment. Issaquah agrees to provide a monthly invoice for the guaranteed beds by the 30th of each following month. North Bend agrees to make payment to Issaquah within 30 days of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month. Issaquah agrees to provide North Bend with an itemized bill for all inmates housed, including inmate name(s), the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Issaquah agrees to provide said bill by the 30th of each following month. North Bend agrees to make payment to Issaquah within 30 days of the date of such bill.

(D) Rate Increases. Issaquah may increase guaranteed and non-guaranteed rates from time-to-time but no more frequently than once per year, in order to reflect increased costs. Issaquah will give North Bend at least ninety (90) days' advance written notice of the increased rate prior to implementation. Such increase 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 Issaquah or North Bend.

6. BOOKING FEE

A booking fee in the amount of $20.00 shall be charged for each inmate booked by or on behalf of North Bend into the Issaquah Jail. The booking fee shall remain fixed through the term of this agreement.

7. AMENDMENTS

Any changes in law or regulations governing jail operations impacting this Agreement will be addressed in an amendment to the Agreement. These and other amendments to this Agreement shall be in writing and approved by the governing body of each party, excepts as expressly provided for herein.

8. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Issaquah to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain they receive no special privileges and the sentence and orders of the committing court in the State are faithfully executed; provided nothing herein contained shall be construed to require Issaquah, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this agreement. Issaquah shall provide facilities for consultation and communication between inmates and their legal counsel. It shall also be the responsibility of Issaquah to calculate "good time" accrued in and subsequent release of

inmates in accordance with the Issaquah Jail's standard practice and procedures related to inmates housed in the Issaquah Jail.

9. HOUSING DECISIONS; RIGHT TO REFUSE, RETURN, OR TRANSFER INMATE

Subject to the terms of this Agreement, Issaquah hereby agrees to accept North Bend's inmates and to provide housing, care, and custody of those inmates pursuant to Issaquah Jail policies and procedures. To the greatest extent permitted by law, Issaquah shall have the right to refuse to accept an individual from North Bend or to transfer any North Bend inmates to a different jail facility for any reason, including but not limited to if, in the sole discretion of Issaquah: 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 Issaquah Jail, has a medical illness or injury that makes housing such individual not in the best interest of Issaquah or other inmates; and/or when, acceptance of the inmate would cause the operational capacity limits of the jail to be reached or exceeded.

If Issaquah refuses an inmate from North Bend or determines that a North Bend inmate must be returned to North Bend or transferred to another jail facility, North Bend will be responsible for transportation and the cost of incarceration at such other jail facility (if applicable). Return or transfer of an inmate will not negate North Bend's responsibility to pay for any guaranteed bed commitment.

10. FURLOUGHS, PASSES, AND WORK RELEASE

Issaquah agrees no early releases or alternatives to incarceration including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

11. INMATE PROPERTY

North Bend may transfer to Issaquah only agreed amounts of personal property of North Bend inmates recovered from or surrendered upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports when such transports are conducted by Issaquah Jail personnel. Additional legal material or personal belongings may be shipped to the Issaquah Jail at the expense of the inmate or North Bend.

12. RETAKING OF INMATES

Upon request from Issaquah, North Bend shall, at its expense, retake any North Bend inmate within twelve (12) hours after receipt of such request. In the event the confinement of a North Bend inmate is terminated for any reason, North Bend shall, at its expense, retake such inmate from the Issaquah Jail.

13. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

North Bend law enforcement officers placing North Bend misdemeanants in the Issaquah Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgement and sentence, to the Issaquah Jail upon booking of an inmate. North Bend is also responsible for providing Issaquah Jail with a complete bail schedule no later than January 1 of each year.

14. TRANSPORTATION

North Bend inmates incarcerated in Issaquah pursuant to this Agreement shall be transported to Issaquah by and at the expense of North Bend and shall be returned or transferred, if necessary, to North Bend or another jail facility by North Bend personnel and at North Bend's expense. Issaquah is not responsible for transportation of North Bend inmates under this Agreement and shall be reimbursed by North Bend for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Issaquah becomes necessary including but not limited to if the transport was a result of a warrant or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of $90.00 per hour. Partial hours will be rounded up to the next full hour.

15. RECORDS AND REPORTS

North Bend shall forward to Issaquah before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the Parties shall cooperate to provide any additional information in a timely manner.

Issaquah shall keep all necessary and pertinent records concerning such inmates incarcerated in the Issaquah Jail. During an inmate's confinement in Issaquah, North Bend shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration, as may be permitted by law.

16. RIGHT OF INSPECTION

North Bend shall have the right, upon reasonable advance notice, to inspect the Issaquah Jail at reasonable times. During such inspections, North Bend may interview North Bend inmates and review North Bend inmates' records as permitted by law; provided, however, any interviews with North Bend inmates will be voluntary on the part of such inmates.

17. MEDICAL TREATMENT

(A) North Bend's inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Issaquah Jail.

(B) If Issaquah becomes aware of a North Bend inmate that needs medical health care requiring the assistance of a medical health care services provider, then Issaquah shall make reasonable efforts to notify North Bend prior to obtaining said service. If North Bend is contacted and does not authorize Issaquah to obtain the service, then North Bend shall within one hour pick up the inmate from the Issaquah Jail. Provided, in the case of emergency, Issaquah may notify North Bend after the service has been provided.

(C) An adequate record of all such services shall be kept by Issaquah or its contract medical provider(s) in accordance with applicable laws and regulations and made available for North Bend's review at its request, to the extent permitted by law. Any medical or dental services of major consequence shall be reported to North Bend as soon as time permits.

(D) Except for routine minor medical services provided in the Issaquah Jail, North Bend shall be responsible for all medical, dental, and mental health costs incurred by or on behalf of North Bend's inmates. North Bend shall reimburse Issaquah dollar for dollar for any amount expended, or cost incurred by Issaquah in providing the same. Upon payment from North Bend for the inmate's health care expense, Issaquah will assign to North Bend, upon its request, all right to reimbursement for medical expenses authorized under RCW 70.48.130. Except in emergencies, North Bend will be notified by contacting a duty supervisor at North Bend prior to the inmate's transfer to a hospital and nothing herein shall preclude North Bend from retaking the ill or injured inmate at that time. In the event a North Bend inmate is taken to the hospital for an emergency, Issaquah shall notify North Bend as soon as possible thereafter. North Bend is responsible for providing security for its inmates during any time of hospitalization.

18. DISCIPLINE

Issaquah shall have physical control over and power to exercise disciplinary authority over all inmates of North Bend. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

19. ESCAPES

In the event a North Bend inmate escapes from Issaquah custody, Issaquah will use all reasonable means to recapture the inmate. The escape shall be reported immediately to North Bend. Issaquah shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate within its own territory. Any cost in connection therewith

shall be borne by Issaquah; however, Issaquah shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states, or countries.

20. DEATH OF AN INMATE

(A) In the event of the death of a North Bend inmate, the King County Coroner will be notified by Issaquah Jail personnel. North Bend shall receive copies of any records made at or in connection with such notification.

(B) Issaquah shall immediately notify North Bend of the death of a North Bend inmate, furnish information as requested and follow the instructions of North Bend regarding disposition of the body. North Bend hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Issaquah regarding deceased inmates. The body shall not be released except on written order of North Bend's Chief of Police. This order shall be provided within three weekdays of North Bend's receipt of notice of the death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by North Bend. With North Bend's consent, to be obtained on an individual basis, Issaquah may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by North Bend. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(C) North Bend shall receive a certified copy of the death certificate for any of its inmates who have died while in Issaquah's custody.

21. VIDEO ARRAIGNMENT

The term "Video Court" shall include, by way of example but not by way of limitation, the following types of services: use of Issaquah video camera(s) iPad, audio technology, and the video courtroom facility, the scheduling of inmates for video court, the moving of inmates to and from video court, the processing of court paperwork, and the faxing of court paperwork to and from the municipal court for signatures.

(A) North Bend agrees to pay one hundred dollars ($100.00) per hour for use of Video Court. Partial hours in the amount of ten (10) minutes or more will be rounded up to the nearest hour. For example, the use of the Video Court is eight (8) minutes, the time interval shall round down and there will be no charge. If the use is one hour and fifteen (15) minutes, the interval shall round up for a total charge of $200. Charges will only be for time spent in court proceedings; time spent by the inmate conferring with their attorney alone will not be counted.

(B) Issaquah will bill North Bend for Video Court services rendered each month by adding a separate column to the invoice for North Bend labeled "Video Court".

22. REMOVAL/RELEASE FROM THE JAIL

(A) Except for work programs, medical care, if no probable cause determination is made as required by law, and during emergencies, North Bend inmates shall not be removed and/or released from the Issaquah Jail without written authorization from North Bend or by a court of competent jurisdiction. If Issaquah becomes aware there has not been probable cause determination as required by law, and the person is still in Issaquah's custody, Issaquah will notify North Bend the person must be released unless written proof the probable cause determination was made is provided.

(B) Issaquah will release North Bend inmates to North Bend at a mutually agreeable location.

(C) North Bend inmates for whom bail is posted, or who otherwise have a right to be released, may sign a waiver electing to be released to a family member or friend with confirmed transportation, or be released via private taxi, rather than being released to North Bend during the regularly scheduled transport.

23. LOSS OF USE

The parties understand there may be times when conditions at the Issaquah Jail, such as required maintenance or repairs, may cause some or all the reserved beds to be temporarily unavailable. Issaquah agrees to provide as much notice as is reasonably practicable if any or all the reserved beds will be temporarily unavailable and will endeavor to keep any such unavailability to a minimum. The temporary unavailability of such beds shall not be a breach of this agreement or entitle North Bend to any compensation from Issaquah. During any period of unavailability, North Bend will be relieved of the obligation to pay for any unavailable beds.

24. PREA ACKNOWLEDGEMENT – CUSTODIAL AND SEXUAL MISCONDUCT

(A) Compliance - Issaquah agrees to ensure all of its employees, contractors, vendors, and volunteers have contact with North Bend 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.

(B) Monitoring - Issaquah agrees to provide North Bend 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.

(C) North Bend may terminate this Agreement:

a) Should Issaquah fail to provide documentation which demonstrates the Issaquah Jail is actively and effectively working toward and is making substantive progress toward achieving compliance; or
b) Should Issaquah fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

(D) North Bend will terminate this Agreement:

a) Should Issaquah elect to discontinue pursuit of PREA compliance.
b) Should Issaquah be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified timeframes; or
c) Should Issaquah be found to be in egregious violation of PREA.

25. NON-ASSIGNABILITY

North Bend agrees to not sublet any of their guaranteed beds to any jurisdictions. This Agreement may not be assigned by either party.

26. DISPUTE RESOLUTION

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between North Bend and Issaquah, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute in an amicable manner by mediation administered under JAMS Alternative Dispute Resolution service rules or policies before resorting to litigation. The mediator may be selected by agreement of the parties or through JAMS.

27. INDEMNIFICATION

(A) By Issaquah

Issaquah agrees to defend, indemnify and hold North Bend, its elected officials, officers, agents, and employees, harmless from and against any and all claims, lawsuits, actions, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (and 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 North Bend inmate, or loss or damage to North Bend inmate property while in Issaquah's custody) which result from or arise out of the acts or omissions of Issaquah, its elected officials, officers, employees, and agents in connection with or incidental to

the performance of non-performance of Issaquah's services, duties, and obligations under this Agreement.

(B) By North Bend

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

(C) In the event the acts or omissions of the officials, officers, agents, and/or employees of both North Bend and Issaquah in connection or incidental to the performance or non-performance of North Bend's and/or Issaquah's services, duties, and obligations of this Agreement are the subject of any liability claims by a third party, North Bend and Issaquah 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.

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

(E) Issaquah and North Bend 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.

(F) The provisions of this section shall survive the termination of this Agreement.

28. INSURANCE

Independent of their respective indemnity obligations, each Party shall maintain occurrence-based Commercial General Liability (CGL) and Automobile Liability insurance through the commercial insurance market, an insurance pool, self-insurance, or a combination thereof. The CGL coverage shall be written with limits of no less than $5,000,000 per occurrence with a $10,000,000 general aggregate and shall include contractual liability. The Automobile Liability coverage shall have a minimum combined single limit for bodily injury and property damage of $2,000,000 per accident. Evidence of insurance or self-insurance coverage will be provided promptly upon request by either

Party. This section shall be subject to renegotiation in the event either Party no longer remains a member of the Washington Cities Insurance Authority.

29. ADMINISTRATIVE CHARGE

An administrative charge of $20.00 shall be assessed for each inmate booked at the Issaquah Jail under the jurisdiction of North Bend. This charge will apply to every booking, irrespective of the length of stay or the outcome of the booking process.

30. INDEPENDENT CONTRACTOR

The Parties are independent contractors, and the officers, agents, or employees of a Party are not employees of the other Party for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. The provision of services by a Party under this Agreement shall not give rise to any claim of career service or civil service rights which may accrue to an employee of the other Party under any applicable law, rule or regulation.

31. INTERLOCAL AGREEMENT REQUIRED PROVISIONS

In accordance with the requirements of RCW 39.34.030, the following provisions, stipulations and/or waivers are adopted:

(A) This Agreement has been approved by the governing bodies of each of the participating agencies.

(B) No separate organization or separate legal or administrative entity is created by this Agreement.

(C) Each party to this Agreement shall maintain its own separate budget in accordance with the provision of Title 35 and 35A RCW and no joint or cooperative budget shall be undertaken.

(D) The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this Agreement, upon termination of this Agreement, said property shall be sold and the proceeds shall remain with Issaquah.

(E) This Agreement shall be administered by the Chiefs of Police, or their representative, from Issaquah and North Bend.

32. GOVERNING LAW AND VENUE

The parties hereto agree, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter

relating to inmate confinement pursuant to this Agreement. Venue for any action arising from or related to this Agreement shall lie exclusively in King County Superior Court.

33. COUNTERPARTS

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

34. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

35. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge they have read this Agreement, understood its terms, and entered this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF ISSAQUAH	CITY OF NORTH BEND
By: _____	By: _____
Its: _____	Its: _____
Date:_____	Date:_____
ATTEST:	ATTEST:
By: _____	By: _____
Its: _____	Its: _____
Date:_____	Date:_____
APPROVED AS TO FORM:	APPROVED AS TO FORM:

By: _____
Its: _____
Date:_____

By: _____
Its: _____
Date:_____

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-144	
Motion Authorizing Contract with Parametrix for the McClellan Street Improvements Capital Project	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
Cost Impact: $1,176,287.92 (Not to Exceed)	Finance – Martin Chaw	
Fund Source: Federal Grant for $956,429.93 and local match for $219,857.99 covered by Transportation Impact Fee funds	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		
Attachments: Scope of Work and Fee		

SUMMARY STATEMENT:

The McClellan Street Improvements (Project No. T-046) is a high-priority transportation capital project in the City of North Bend's 2025-2030 6-Year Transportation Improvement Plan (TIP). The proposed improvements are an integral part of the City's Downtown Master Plan to improve the function and aesthetics within the historic downtown area that is central to businesses, the North Bend Train Depot, William H. Taylor Park, and Tanner Trail. Improvements will improve public safety for residents, visitors and employees, and provide improved access for patrons and services supporting the local businesses. This project will further advance the City's efforts to create a thriving and vital historic main street area. The improved right-of-way will be more inviting, increase access to and interest in the train depot building and provide safer connectivity to Tanner Trail and William H. Taylor Park.

Recently, City staff secured a Federal Highway Administration (FHWA) grant of $1,101,722 for the engineering design phase, with a local match requirement of $171,945. City Council accepted the grant and approved the match amount on June 4, 2024 and now the federal funds have been obligated, allowing the City to proceed with design phase expenditures.

The City received four statement of qualifications for the project from the following firms: Parametrix, RH2, G&O, and DOWL. Based on Parametrix's past and current work experiences with the City and the interviews, City staff selected Parametrix to provide the design services. Their scope of work includes, but is not limited to, project management, WSDOT coordination, topographical survey mapping, NEPA/SEPA preparation, environmental permitting, cultural resource services, geotechnical services, stormwater analysis/design, civil and traffic services, railroad coordination, utility coordination, plans specifications and estimate preparation, right of way services and public outreach.

The engineering design is expected to be completed in the year 2026 with construction tentatively planned for 2027. Construction will be impactful and 2027 was chosen to avoid a conflict with World Cup visitors. Total cost of design services is $1,176,287.92. Task 600 for Joint Utility Trench Design is not covered by the federal funds so local funds will cover that cost for $70,588.58. The remaining design cost of $1,105,699.34 will be covered with the federal grant covering 86.5% of the cost or $956,429.93 and City funds making up the remaining 13.5% plus the Joint Utility Design cost or $219,857.99.

City staff recommend proceeding with Parametrix for the attached work scope and fee.

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

City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the November 26th, 2024 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda for discussion.
RECOMMENDED ACTION: **MOTION to approve AB24-144, authorizing the Mayor to execute a contract with Parametrix for the McClellan Street Improvements Capital Project, in an amount not to exceed $1,176,287.92, in a form and content approved by the City Attorney.**

RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
December 3, 2024		

Parametrix
let's create tomorrow, together

City of North Bend, WA
McClellan Street Improvements
TIP Project T-046

Federal Aid Number: STBGUS-2831(001)

Introduction

The McClellan Street Improvements project—Bendigo Boulevard to North Bend Way—is an integral part of the City's Downtown Master Plan to improve the function and aesthetics within the historic downtown area that is central to businesses, the William Henry Taylor Park, and the Tanner Trail. Improvements will increase safety for active transportation and local employees, provide improved access for patrons and services supporting the local businesses, and improve traffic circulation in the downtown core historic district. This project will further advance the City's efforts to create a thriving and vital historic main street area. The improved ROW will be more inviting, increase access to and interest in the train depot and Snoqualmie Valley Railway, and provide safe connectivity to active transportation facilities (Tanner Trail) and William Henry Taylor Park.

Specific improvements will include:

- Designated safe pedestrian routes
- Widened regional trail (Tanner Trail)
- Safer and better organized rear business service improvements, including solid waste collection and delivery accommodations
- Relocating overhead power and communications utilities to underground
- Improved lighting for parking and pedestrians (trail)
- New landscaping
- Urban design elements such as colored and/or textured paving, street furniture, informational signage, and/or public art
- Replacing underground water mains, services, and fire hydrants
- Replacing sanitary side sewer connections to businesses, including future accommodation for grease traps
- Stormwater system improvements
- Improved parking and vehicular access, including ADA parking accommodations and coordination for EV charging

General Project Assumptions:

- The existing railroad alignment will be revised within and adjacent to the project area by a separate NW Railway Museum (Museum) project that is currently in progress. Site layouts for

the McClellan Street project will be coordinated with the Museum's consultant. Construction for railroad realignment is planned for Spring/Summer 2025.

- Ballarat Ave North will be closed to traffic and redeveloped as a public open space between McClellan Street and E North Bend Way under a separate City project to be completed Fall 2025. Site layouts, stormwater, and utility undergrounding for the McClellan Street project will be coordinated with the Ballarat improvements.
- Federal funds are included in the design of the project. WSDOT Local Programs will oversee permitting and design processes for compliance with federal requirements. The Consultant will follow the WSDOT Local Agency Guidelines manual to meet those requirements.
- FHWA funds cannot be used for utility undergrounding work. A separate set of construction/AD documents will be prepared for utility undergrounding.
- FHWA funds CAN be used for City-owned water main and sanitary sewer related project work.
- This scope does not include any Consultant services during construction.

Task 100 – Project Management and Coordination

100.10 Monthly Progress Reports and Invoicing

Prepare and submit monthly progress reports and maintain the detailed CPM project design schedule. The progress report will describe the work underway or completed in the subject month, the status of individual tasks, meetings attended, key milestones, schedule update, and earned value analysis. This information is provided to allow the city to monitor the Consultant's project budget and progress performance. The monthly progress reports will be included with the monthly invoices. The invoices will be in the format chosen by the city.

100.20 Project Management Plan

Develop the Project Management Plan (PMP). This will provide the instructions for managing the project regarding communications, schedule, scope, budget, risk management, and quality control/quality assurance.

100.30 Project Coordination

Coordination of efforts include conducting, coordinating, and scheduling project activities and assuring project delivery and quality control. Every effort will be made to maintain effective communication with the team and key project stakeholders. This also includes the project kick off meeting, weekly team meetings, and biweekly City coordination meetings. In addition, the Consultant project manager will provide an informal weekly progress report, via e-mail, to the city project manager.

Assumptions:

- Project duration will be 18 months with construction anticipated in 2027.
- Budget for team meetings and coordination for subconsultants is included in their individual task responsibilities listed below.

Deliverables:

- Monthly Progress Reports and Invoices.
- Project Management Plan.
- Meeting Agendas and Notes for the kick-off and biweekly City coordination meetings.
- Informal weekly progress reports.

Task 200 – Survey and Mapping

200.10 Subsurface Utility Exploration

Subsurface utilities within the project construction limits will be marked on the ground by a private locating service (to be coordinated by Consultant). The locating service will also provide GIS files showing marking locations and work progress to support the new and supplemental topographic surveying of the underground utilities (Task 200.20). Subsurface utility locations may be required after preliminary design to identify conflicts but are not included in this scope of work. Consultant will provide map and table of potential conflict locations for city to pothole, if necessary.

200.20 Survey and Mapping

The topographic survey mapping limits will include the following:

- Starting fifty feet west of the intersection of Bendigo Blvd South and McClellan Street continuing east along McClellan Street (approximately 1,450 linear feet) to the southwesterly quadrant of the roundabout at E. Park St and McClellan Street and south of East North Bend Way, the width to include the full right of way (approximately 100 ft wide) for McClellan Street and a portion of William Henry Taylor Park. Also included is approximately 140 linear feet along Bendigo Blvd, approximately 530 linear feet along Main Street, approximately 350 linear feet along Ballarat Avenue, mapping area includes approximately 5.53 acres as depicted in Figure 1.
- Full right of way topographic survey of Main Ave starting fifty feet south of McClellan Street and north through the East North Bend Way intersection, including 50 feet east and west along East North Bend Way
- Full right of way topographic survey if Ballarat Ave from McClellan Street to approximately one hundred feet north of East North Bend way, including 50 feet east and west along East North Bend Way

  These limits are shown on the survey mapping limits Figure 1.

Figure 1 – Project Topographic Survey Limits & Right of Way Limits. The east end of the project area (Ballarat Ave N to E. Park Street) was surveyed by Survey and Mapping (SAM) and will be used as a reference check but will not be merged into the new base map. The horizontal datum used will be NAD 1983/91 and the vertical datum used will be NAVD 88. The Consultant will provide a detailed survey basemap in AutoCAD, version 2024.

The survey will include mapping all marked utilities, all above ground structures and features (including edges of buildings, building entrances, and overhangs, trees, control points, joints, grade breaks, top of curb, bottom of curb, pavement markings, pavement type, light and utility poles, signals, fences, railroad tracks, retaining walls, property entrances) storm and sanitary sewer pipe inverts, and utility service connection locations on adjacent buildings.

Supplemental topographic survey is included in this scope and will be performed after the adjacent railroad relocation project is completed in 2025.

Deliverables:

- Topographic survey basemap (AutoCAD file and pdf plot)

200.30 Right of Way Mapping

- Full right of way starting fifty feet west of the intersection of Bendigo Blvd S. and McClellan Street continuing east along McClellan Street (approximately 1,450 feet) to the southwesterly quadrant of the roundabout at East Park Street and McClellan Street and south of East North Bend Way, the width to include the full right of way (approximately 100 ft wide) for McClellan Street.

- Full right of way determination survey of Main Ave starting fifty feet south of McClellan Street and north through the East North Bend Way intersection, including 50 feet east and west along East North Bend Way
- Full right of way determination survey if Ballarat Ave from McClellan Street to approximately one hundred feet north of E. North Bend way, including 50 feet east and west along East North Bend Way

Right of way drawing will include benchmarks throughout the project site.

- The right of way limits are also shown in Figure 1.

Deliverables:

- Right of way map in AutoCAD and pdf Plot

Task 300 – Geotechnical Engineering

300.10 Geotechnical Investigation and Infiltration Testing

- Conduct a site reconnaissance within the project limits to observe surface conditions, assess site access and constraints for the subsequent geotechnical investigation and infiltration testing, and mark proposed exploration locations prior to utility locating.
- Develop a brief geotechnical exploration plan memorandum and supporting figures to support the early NEPA package.
- Complete up to four drilled borings to depths of up to 25 feet each. Complete two of the borings as 2-inch-diameter monitoring wells for future groundwater monitoring. The borings and monitoring wells will be drilled, installed, and developed by a state-licensed driller under subcontract to the Consultant.
- Deploy a pressure transducer with a data logger in each monitoring well to automatically record groundwater levels over the course of up to one year. The Consultant will make up to four trips to periodically download the groundwater data from the data loggers.
- Complete one infiltration test at or near a viable location designated by the engineer. The infiltration test hole will be excavated by a licensed excavation company, vactor truck, or driller, under subcontract to the Consultant. The Consultant or their subcontractor will provide all water to conduct the infiltration tests.
- Complete a public utility locate request and a private utility locate in advance of the borings and infiltration test.
- Coordinate the geotechnical explorations and infiltration testing with the engineer, the cultural resources subconsultant, and other subconsultants, as necessary.
- Prepare a traffic control plan and all necessary documentation for City review and signature to obtain a right-of-way permit. Permit fees will be waived by the City.
- Provide all necessary traffic control for the geotechnical explorations and infiltration test.
- Complete laboratory testing (California Bearing Ratio [CBR], grain size analysis, Atterberg, limits, moisture contents, and cation exchange capacity) on select samples from the explorations.

- Prepare electronic logs of the borings, test pits, and infiltration test hole.

Assumptions

- The Consultant will make up to one round of revisions to the geotechnical exploration plan memorandum and supporting figures.
- The borings and monitoring wells will be completed over the course of up to two days.
- The infiltration test will consist of a small-scale pilot infiltration test (PIT), borehole infiltration test, or single/double-ring infiltrometer test, depending on accessibility to test location and proposed infiltration facility BMP type. The infiltration test will be completed over the course of one day.
- If a small-scale PIT excavation is performed, it will be backfilled and smoothed with the excavator bucket upon completion. Surface restoration such as planting, seeding, sodding, or placing mulch/bark chips is not required. If a borehole infiltration test is performed in a pavement area, pavement will be patched at the surface with cold patch or quick-setting concrete.
- Laboratory testing will include up to two CBRs and two Atterberg limit tests (total), and one grain size test and one moisture content test per each exploration.
- Access to all exploration locations will be provided/coordinated by the City.

Deliverables

- Geotechnical Exploration Plan Memorandum (draft and final, PDF format)

300.20 Geotechnical Analysis and Report

- Analyze the infiltration test data and results of laboratory testing and calculate a design infiltration rate.
- Complete flexible (hot mix asphalt) and/or rigid (concrete) pavement design in accordance with AASHTO design methodology to develop pavement sections for the project.
- Complete design analyses to develop recommendations for design of low retaining walls, signage, and luminaires.
- Prepare a geotechnical engineering report summarizing the results of field explorations and infiltration testing and providing recommendations for the design of the project. The report will include the following:
  - → Project description
  - → Description of surface conditions observed in the explorations.
  - → Description of the soil and groundwater conditions observed in the explorations, including the results of seasonal groundwater monitoring.
  - → Description and results of infiltration testing, including a recommended design infiltration rate.
  - → Recommended flexible and rigid pavement sections based on AASHTO design methodologies.
  - → Geotechnical design criteria for low retaining walls, signage and luminaires, as necessary.

- → Recommendations for structural fill materials and compaction.
- → Earthwork and construction considerations and recommendations.
- → A site/project location map and a site exploration plan as figures.
- → Boring logs, results of laboratory testing, and an infiltration test data plot, as appendices.

Assumptions

- Design infiltration rates will be determined in general accordance with the WSDOT Highway Runoff Manual or the current version of the King County Surface Water Design Manual, as directed by engineer.
- Pavement design will be based on traffic count data, average daily traffic (ADT) or average annual daily traffic (AADT), and predicted growth rate provided by the City.
- A groundwater mounding analysis is excluded.
- Retaining walls will be cast-in-place concrete or modular block-types with heights of less than 6 feet.
- Seismic design of the project elements is not required.
- The geotechnical engineering report will be issued as an initial draft for one round of review by the design team. Review comments, questions, and requests for clarifications will be consolidated into a single document. The Consultant will finalize the draft report at the 90% design phase after addressing all comments, questions, and requests for clarifications.

Deliverables

- Draft geotechnical engineering report (PDF format)
- Final geotechnical engineering report (PDF format)

Task 400 – Cultural Resources

400.10 Cultural Resources Analysis

Since the Project is funded with a combination of federal and local funds, the Project must meet Federal Highway Administration (FHWA) regulations per the WSDOT Local Agency Guidelines (LAG) manual. Therefore, the Project must comply with Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA). In support of the Project, The Consultant will lead cultural resource investigations, including coordinating with affected Tribes and with the King County Historic Preservation Program (KCHPP), state funding/permitting agencies, and federal agencies, as appropriate. The Consultant will recommend the Area of Potential Effect (APE) for the Project and coordinate the APE in partnership with the Tribes and Department of Archaeology and Historic Preservation (DAHP).

The APE is considered moderate risk for archaeological resources, according to the DAHP WISAARD predictive model. One archaeological resource, an historic railroad grade, has been previously documented within the APE. The Consultant archaeologists will coordinate with Tribes, as appropriate, conduct background research, and review geotechnical reports. They will also conduct pedestrian and shovel probe surveys of the APE and complete a site update form for the historic railroad grade.

The Consultant architectural historians will conduct a reconnaissance level survey (RLS) to inventory historic built environment (HBE) resources within and immediately adjacent to the APE. The Consultant will conduct background research on the APE to establish the historic context for the HBE resources inventoried during the RLS. Th Consultant will evaluate each inventoried HBE resource under the National Register of Historic Places (NRHP) criteria for evaluation and will also prepare historic property inventory (HPI) forms for each inventoried HBE resource in DAHP's WISAARD digital repository. Th Consultant will also prepare a report summarizing the findings of the RLS and NRHP evaluations. This report will also include an assessment of potential effects that the Project will have on HBE resources either eligible for listing in the NRHP or already listed in the NRHP.

Assumptions:

- Up to 25 Historic Built Environment (HBE) resources will be inventoried.
- Historic property inventory (HPI) forms will be prepared for each inventoried HBE resource in DAHP's WISAARD digital repository.
- Up to 10 shovel and auger probes will be excavated.
- A CONSULTANT archaeologist will monitor geotechnical investigations if they have not already been completed and will coordinate monitoring by Tribal Archeologists if requested.
- The Cultural Resources Report will be prepared to support the Section 106 process and will include the results of archaeological and HBE investigations.
- The project will not require coordination pursuant to EO 21-02.
- Additional work may be required if the initial investigation determines that there is a likelihood for the project to affect cultural resources.

Deliverables:

- Cultural Resource Report (Draft and Final, PDF format)
- Up to 25 HPI forms, entered into the DAHP WISAARD digital repository.
- One archaeological site update form will be completed for the historic railroad grade.

Task 500 – Environmental Analysis and Permitting

This section provides scope for project elements that are unique to the review and approval under the National Environmental Policy Act (NEPA). Some of the subtasks referenced here will also be submitted as a component of local and state approvals (Task 700.60). Further, some information integrated into the NEPA documentation will also be supplemented by Tasks 300, 400, and 900.

500.10 National Environmental Policy Act (NEPA) DCE

The Consultant shall prepare NEPA Categorical Exclusion forms and narratives that includes a project description, purpose and need, vicinity map, site plan, and construction details for: 1) early project environmental investigations that involve ground disturbing activities and 2) the proposed McClellan Street Improvements. The NEPA "documented" Categorical Exclusion (DCE) forms and narratives will be prepared according to the October 2022 *WSDOT NEPA Categorical Exclusions – A Guidebook for Local Agencies* (hereafter, WSDOT Guidebook).

Assumptions:

- It is assumed that the project will not work in waters of the U.S.; therefore, the only federal approval for the project is for NEPA – not the United States Corps of Engineers (USACE).The NEPA documentation for field investigations will not rely on special studies beyond online research, information from recent adjacent studies (e.g., South Fork Avenue Extension project) and a description of activities prepared for each field investigation-type (e.g., geotechnical site investigation plan).
- The NEPA documentation for the McClellan Street Improvements will **not** require supplemental documentation or coordination for:
  - → Air quality for the following reasons: 1) project is not in a current Environmental Protection Agency [EPA] non-attainment or maintenance area for criteria air pollutants, 2) greenhouse gas emissions and climate change are not needed for CE-level projects.
  - → Farmland Protection Policy Act since it is within the urban growth area.
  - → EPA sole source aquifer (not in project area)
  - → Energy, land use, aesthetics, or public services since impacts would be minimal.
  - → Noise for the following reasons: no new roadway construction, no significant changes in horizontal or vertical alignment, no increase in traffic lanes, no major altering of terrain adjacent to McClellan Street to create new line-of sight from receivers to the roadway.
  - → Flood discipline study – Because there would be no significant grade changes. The WSDOT Environmental Manager confirmed that a special floodplain study is not required.
- It can be demonstrated that the location of the project has no other viable alternative to being in the floodplain as that is where the current roadway exists today.
- The project would not constitute a use under Section 6(f) of the Department of Transportation Act of 1966.
- The project will not require any permanent right of way acquisition, therefore, the supporting information for Environmental Justice will follow the WSDOT Guidebook for Local Agencies documentation for projects with “no impacts on EJ populations.”

Deliverables:

- NEPA DCE packages for the early project environmental investigations that involve ground disturbing activities and the proposed McClellan Street Improvements (Draft and Final in PDF format)

500.20 Hazardous Materials Report

The Consultant shall evaluate the potential for the project to encounter hazardous materials. The consultant will review the hazardous material information identified by Environmental Data Resources (EDR) and the online Washington State Department of Ecology (Ecology) Cleanup Site Search Tool. Then the consultant will prepare a Hazardous Materials Analysis Report (HMAR) in accordance with the WSDOT standard that identifies any sites within 1/2 mile of the project area and describe whether these sites are likely to be encountered during construction.

Assumptions:

- The City will not acquire any property from adjacent parcels.

- If the HMAR identifies likely contamination in the project area, preparation of a Contaminated Material Management Plan (CMMP) will be recommended for implementation during construction. Preparation of a CMMP is not included in this scope.
- Soil and other sampling during design is not included in this scope.
- This task does not include Phase 1 or Phase 2 Environmental Site Assessments.

Deliverables:

- Hazardous Materials Analysis Report (Draft and Final in PDF format)

500.30 Section 4(f) Documentation

Section 4(f) of the Department of Transportation Act of 1966 prohibits FHWA from approving the *significant* use of land from a publicly owned park, recreation area, wildlife refuge, or historic site unless it can be determined there is no feasible and prudent alternative to using the property and the project includes plans to minimize harm to the property. With the proximity of William Henry Taylor Park and the Tanner Trail and plans for connectivity to these features, these activities would be considered a Section 4(f) use under NEPA. Although the Section 4(f) use would likely be considered beneficial or a *de minimis* impact (will not adversely affect the activities, features, or attributes of the Section 4(f) property), the process for review and approval would require coordination and approval through North Bend Public Works and formal approval through FHWA. Similarly, the project is adjacent to potential historic properties that may be eligible for listing on the National Register of Historic Places. It is expected that there would be no adverse effect or no historic properties affected and a *de minimis* impact determination is appropriate. Assumptions:

- The consultant will prepare a *de minimis* impact determination narrative to demonstrate the project will not adversely affect the activities, features, or attributes of William Henry Taylor Park and the Tanner Trail and that no historic property is affect by the project or that the project will have “no adverse effect” on the historic property(s) in question in accordance with Section 4(f) of Department of Transportation Act of 1966.
- The *de minimis* narrative will follow the template included in Appendix K of the 2022 WSDOT CE Guidebook.
- The City of North Bend park/site manager will support the project by stating the use of the park and trail is beneficial to the community and will not adversely affect the park’s features, attributes, or activities.
- The subject of the *de minimis* determination will be coordinated and addressed by the public works department via a public meeting (e.g., city council meeting) as an agenda item.

Deliverables:

- *De Minimis* Impact Determination narrative with figures (Draft and Final in PDF format)
- Letter for the public works department to sign indicating the project is a *de minimis.*

500.40 Endangered Species Act

Prepare a Biological Evaluation (BE) pursuant to Section 7 of the Endangered Species Act (ESA) for submittal with the NEPA DCE. The BE will identify any potential effects to listed species within the defined project action area. The project is close to the South Fork Snoqualmie River upstream of Snoqualmie Falls, which is a natural barrier to anadromous fish. In addition, the proposed roadway alignment crosses land that has been cleared of the natural forest and developed for urban use.

Therefore, the project is expected to have no effect on listed species with the application of appropriate avoidance and minimization measures. Prepare the BE in the style of a No Effect Letter per WSDOT guidelines, and the BE will be reviewed by WSDOT Local Programs liaisons to the Services.

Assumptions:

- The project can be designed to meet standards necessary to obtain a "no effect" determination from Washington State Department of Transportation (WSDOT). For example, all stormwater runoff from new pollution generating impervious surfaces can be infiltrated on site and will not discharge to the river.
- Coordination or consultation with the NMFS or USFWS will not be required.
- One site visit will be required by one wildlife biologist.
- As acceptable, information will be leveraged from the BEs prepared for nearby/recent projects.

Deliverables:

- BE or No Effect Letter with figures and attachments (Draft and Final in PDF format)

500.50 Local and State Approvals

If the project is not exempt from SEPA, it is assumed the NEPA documentation will adequately evaluate the project, and it can be adopted to satisfy SEPA requirements. The project is not in the shoreline district: therefore, it will not require consistency with the Shoreline Management Act. The project is located in the regulated floodplain and will require a floodplain development permit. Other anticipated local permits include a site development permit for stormwater and clearing and grading and site plan review. Since this project is managed by the city public works department, a ROW use permit would not be required. The project is in two mapped critical areas: a frequently flooded area and a critical aquifer recharge area. However, because the project is redeveloping and not expected to increase impacts to the critical area functions and values, the activity is likely approved as an exception. Anticipated State approvals include the National Pollutant Discharge Elimination System Construction Stormwater General Permit for approval by the Washington State Department of Ecology (Ecology).

The Consultant will assist the City to prepare and assemble materials for the local and state permit approvals based on the culmination of technical information developed under this scope of work. This task includes work to prepare for and attend a pre-application meeting with the city, and the completion of local and state permit application forms and narratives. This task involves the preparation of the following:

- Permit Matrix (will include NEPA)
- Pre-application meeting materials and attendance
- Floodplain Develop Permit package
- Grading Permit package
- National Pollution and Discharge Elimination System (NPDES) Construction Stormwater Permit

Assumptions:

- The City will be responsible for all permit application fees and third-party review fees.
- The City will be responsible for the publication of all required notices and announcements.
- All deliverables will be in PDF. The City will be responsible for duplication and distribution of permit submittals and materials.
- The scope for this subtask includes the preparation of applications for the specifically identified permits. Other permits and approvals may be required to construct the project. Other permits or approvals will be contractor-supplied or provided by others.
- Permit submittals include the application forms and associated plans, technical reports and other submittals. Plans, technical reports, and other submittals not identified as deliverables in this scope of work will not be needed to complete applications.
- Per NBMC 14.12.5210 (B)(7), the BE prepared under Task 500.40 is assumed to meet the requirements for the Floodplain Habitat Assessment study as required by City code. Neither a standalone Floodplain Habitat Assessment study nor a Floodplain Habitat Assessment Worksheet will be required for the project.
- It is presumed the project will not decrease flood storage volume, and will not require special studies to establish this fact per NBMC 14.12.070 (B) (4): *New development or substantial improvement in the area identified in the downtown commercial zoning district which is within the AO-1, AO-2, AO-3 or AE zone where the floodway has not been mapped and outside of the floodway; provided, that in the AE flood zone the difference between the highest adjacent grade of the site and the base flood elevation as measured on the flood insurance rate map is no greater than two feet.*
- The City of North Bend will adopt the NEPA to satisfy State Environmental Policy Act (SEPA) requirements; therefore, the scope does not include the development of a SEPA checklist.
- The project will not trigger the need for a Section 404 Nationwide permit, nor will it require pre-certifications under Section 401 of the Clean Water Act and Section 307 of the Coastal Zone Management. Therefore, this scope does not include Section 404 approval coordination, Individual Section 401 certification or a separate CZM consistency
- The project is in two mapped critical areas: a frequently flooded area and a critical aquifer recharge area. No other critical areas will be identified (e.g., wetlands, streams); therefore, the project will be considered an exception under NBMC 14.05.140 (A) (c) for activities that *include the replacement, modification, installation or construction of utility facilities, lines, pipes, mains, streets, sidewalks, curbs, gutters, equipment or appurtenances when such facilities are located within the improved portion of the public right-of-way.*
- The project is not located in the shoreline district and will not require consistency with the Shoreline Management Act.
- The project will not require a Hydraulic Project Approval through Washington State Fish and Wildlife Service.
- The project will receive a written exemption from clearing requirements from the city engineer or the community development director per NBMC 19.10.040 (4) for clearing. This means the project would not be formally subject to tree density requirements (NBMC 19.10.092), tree submittal requirements and priorities for tree retention (NBMC 19.10.093), and priorities for location of supplemental trees (19.10.094), and tree protection – construction developments (NBMC 19.10.095).

- The City will lead coordination with consulting agencies and tribes.

Deliverables:

- Various permit forms and attachments (Draft and Final in PDF format).

500.60 Ongoing Permit Support and Coordination

The Consultant will support and assist the City to track and manage the permit review and approval process following submittal of permit applications. This work may include: Updating the permit matrix and tracking table, responding to agency and tribal comments and requests for additional information during the permit review process, attending meetings with agency staff either virtually or on-site to review the project and existing conditions, attending regular permit update meetings with design team and City staff, and completing minor revisions to permit submittals to reflect design changes as the project advances through the design process.

Assumptions:

- The budget for this task should be viewed as an allowance, and actual effort will depend on the number and nature of meetings, coordination needs, and review comments received.

Deliverables:

- None

Task 600 – Utility Undergrounding

600.10 Franchise Utility Coordination

The Consultant will coordinate with local gas, power, and communication utility purveyors to facilitate preparation of construction documents for relocation and/or replacement of their facilities. This task will include:

- Preparing and updating a utility matrix and tracking table,
- Responding to utility purveyor comments and requests,
- Initiating and attending meetings with utility purveyors staff either virtually or on-site to review the project and existing conditions,
- Tracking changes as the project advances through the design process.

600.20 Joint Utility Trench Plans, Specifications, and Estimates

The Consultant will prepare plans, specifications, and estimates for construction of a Joint Utility Trench (JUT) as a project separate and prior to the McClellan Street Improvements. Design will include an underground duct bank in McClellan Street for power and communication lines, removal of existing power poles and overhead lines, transformers and junction boxes at intervals specified by the utility purveyors. The design will also include connection locations and outlining utility purveyor vs contractor responsibilities. Agreements with the utility purveyors are to be prepared and coordinated by the City. The following sheets are anticipated to be provided:

- Cover Sheet (1)
- General Legend, Abbreviations, and Notes (2)
- Site Preparation and Restoration Plans (4)
- Utility Plan (4)
- Trench Details and Schedules (2)
- Structure Details (1)
- Traffic and Pedestrians Control Plans (4)

Assumptions:

- All overhead utilities within the McClellan Street public right of way will be relocated to underground.
- Utility undergrounding will begin at the existing utility pole on the west side of Bendigo Blvd (SR 202) at McClellan Street and end at the existing pole at the east side of the McClellan Street City parking lot.
- Undergrounding on Main Street will begin at the two poles on the south side of the existing railroad tracks and extend to McClellan Street. Infrastructure between McClellan Street and North Bend Way is existing. New trenching will be performed north of North Bend Way to an existing pole on the east side of Main Street, just south of W 2nd ST.
- Undergrounding on Ballarat will begin at McClellan Street and extend north to the first pole north of North Bend Way on the east side of Ballarat.
- The Museum track relocation project will install conduits for their services from the south side of the tracks and into the project area as part of the Museum project.
- JUT construction will be completed as a separate project with separate construction documents for bidding.
- Design will begin in January 2025 and documents for soliciting Contractor bids will be completed before April 2026.
- Design and construction for this separate project will not use federal funds.
- Plans, specifications, and estimates will be provided to the City and utility purveyors at 30%, 60%, 90%, and 100% milestones that are separate from the main project schedule. However, a portion of this package will be included in the City's Taylor Park Gateway project for work to occur on Ballarat between North Bend Way and McClellan Street.
- No subsurface utility engineering will be performed by the Consultant. Any need for vertical locates will be identified by the Consultant and performed by the private utility.
- The Bid form will be separated into separate schedules to facilitate cost sharing agreements with utility purveyors.

Deliverables:

- Utility Coordination / conflict Matrix
- Utility coordination meeting agendas and notes
- Plans and estimates at 30%, 60%, 90%, and 100% design milestones

- Specifications at 60%, 90%, and 100% design milestones

Task 700 – Conceptual Design Validation and Design Decision

The Consultant team will provide design services to validate the master plan for McClellan Street and to provide a conceptual design that will be the basis for proceeding into 30% design. This task includes:

- Design validation of the McClellan Street master plan to confirm proposed design meets functional criteria. It is understood that the master plan included minimal engineering and that it will need to be validated to confirm compatibility with engineering requirements, including existing and proposed utilities and stormwater infrastructure.
- Development of alternative concepts to work towards a preferred concept design as the final product of this phase of the project. Aspects of the master plan that will be studied in these concept alternatives include, but is not limited to the following: sidewalk width; flush or raised sidewalk condition; shared use trail location in relation to railroad tracks; paving materiality; parking counts and layout/orientation; illumination, accessible parking, transformers, junction boxes, stormwater structures, and EV charging station locations; street trees and planting; site furnishings, bollards, amenities, wayfinding and art; dumpster organization and enclosure locations; and raised intersection at Ballarat.
- Consultant will coordinate with City Staff to identify alternate parking locations for public use during construction with the intent that informational wayfinding signs will be installed during construction.

Assumptions:

- An Intersection Control Evaluation (ICE) report will not be required for this project.
- The master plan developed for McClellan Street as part of the W.H. Taylor Master Plan will be the starting point for concept development.
- The Consultant team will coordinate and collaborate with the W.H. Taylor Gateway (Ballarat) design team to ensure seamless integration with this project.
- Concept alternatives will be reviewed by City of North Bend staff and shared with community members and stakeholders.
- There will be (1) Council Work study session during this phase of the project.

Deliverables:

- Up to 3 concept design alternative project layouts
- Illustrative renderings to graphically depict alternatives including site plans and section perspectives
- Image boards including material and character precedents
- Site diagrams illustrating circulation, neighborhood and regional trail connections

- Site diagrams of urban design features and amenities
- Large vehicle turns modeling exhibits
- Designated Alternate Public Parking Locations map

Task 800 – Plans, Specifications, and Estimates

The Consultant team will provide construction plans for the project at the milestones listed in the sub-tasks below. This includes coordination and design of the access improvements to the Outlet Mall and the Nintendo facility. Following is an overview of the anticipated plan set contents and which submittals will include each discipline for initial review by the City:

Sheet Title	Sheet Count	% Milestone Included	Prepared By
Cover Sheet	1	30%	Parametrix
General	3	60%	Parametrix
Survey Control and Alignments	1	60%	Parametrix
Site Preparation and TESC	3	30%	Parametrix
Site Preparation and Details	2	60%	Parametrix
Tree Protection Plan	3	60%	SW
Site Plan	3	30%	Parmetrix/SW
Site Details	2	60%	Parmetrix/SW
Paving Plan	3	30%	Parmetrix/SW
Paving Details	2	30%	Parmetrix/SW
Grading and Drainage Plan	3	30%	Parametrix
Grading Details	2	60%	Parametrix
Illumination Plan	3	60%	PH
Illumination Details	1	90%	PH
Soil Preparation Plan	3	60%	SW
Soil Preparation Details	1	60%	SW
Planting Plans	3	60%	SW
Planting Details	1	60%	SW
Irrigation Plans	3	60%	SW
Irrigation Details	1	60%	SW
Water Main Replacement	3	60%	PH
Water Main Details	1	60%	PH
Sanitary Sewer Service Replacement	3	60%	PH
Sanitary Sewer Details	1	60%	PH
Traffic and Pedestrian Control Plan	6	90%	PH
Traffic and Pedestrian Control Plan Details	2	90%	PH
Alternate Parking Wayfinding Plan and Details	3	30%	PMX
Notes:			
SW - Site Workshop			

Assumptions:

- All submittals will be in PDF format via a project Sharepoint web site established by the Consultant. If requested by the City, a Revu/Bluebeam Studio session can also be created for City review and comment purposes.
- The Consultant will lead the effort to coordinate with the City for water main and service replacement and sewer service replacement. This work may include: Creating and maintaining both a water service and sewer service matrix and tracking table, reviewing service connections with the City, attending meetings with agency staff either virtually or on-site to review the project and existing conditions, discussions with fire department for fire hydrant locations, and tracking changes as the project advances through the design process.
- Continuous pedestrian and roadway illumination is desired by the City. Since the City has no specific street illumination Standard Details, the project team will provide options for the city to consider as part of the urban design treatments.
- Utility adjustments for gas may be needed, but not full replacements. Gas plans (if needed) will be provided directly by PSE.
- McClellan Street illumination will be designed to meet WSDOT Design Manual Chapter 1040 and Illuminating Engineering Society (IES) guidelines for roadways (RP-8-18). Photometric design will use AGI32 software to determine light and fixture locations to meet the minimum desired light levels. Photometric plots will be included in the project Basis of Design document. The Consultant will ensure that illumination poles are placed to meet both horizontal and vertical illumination criteria with emphasis on pedestrian crossing safety. Photometric modeling results will be included in the Basis of Design documents. The Consultant will work with the City to design pedestrian level or bollard level lighting along the Tanner Trail, specify the preferred downtown decorative lighting poles, and include infrastructure to support festival lighting, event receptacles, and if desired, public wi-fi access points. It is assumed that illumination will require new PSE service connection(s). Service application and PSE coordination will be led by the City.
- The Consultant will prepare site specific traffic control plans (TCPs) to support the work on McClellan Street and the cross-streets. The Consultant will prepare TCPs that support efficient staging of the construction work while minimizing impact to traffic. The TCPs will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Work Zone Traffic Control Guideline and WSDOT Traffic Manual (along SR202), and City of North Bend standards.
- The Consultant will prepare off site public parking plans with way-finding signage.
- A Plan for Approval will not be required for this project because SR202 channelization will not be modified.
- Existing underground utilities within the project limits include water, gas, fiber optic, storm drains, and sanitary sewer. The existing 12-inch diameter water main in McClellan Street will be replaced including services to adjacent buildings. The existing sanitary sewer will remain as is except (2) new side sewer connections will be provided for each building to within 5' of building served by sewer ending with a cleanout. Existing services will be reconnected at the cleanout. Cleanouts for future grease interceptor connections will be capped. Isolation joints will be placed in concrete surfacing at edges of potential future grease interceptor locations to minimize restoration requirements in the future.

- Construction Phasing/Sequencing Plans are anticipated to be Contractor submittals based on performance criteria included in the special provisions.

800.10 30% Plans

The 30% design level plans will be based on the alternative selected from Task 700. The 30% design will establish the project work limits and will be the basis for all environmental reports and permits.

The 30% submittal will also include a Basis of Design Memo with questions and assumptions

800.20 60% Plans

The Consultant team will review City comments on the 30% submittal then meet with City staff to discuss and resolve any questions after which, 60% plans preparation will commence. The 60% plan set will be submitted to the City for review and comment.

800.30 90% Plans

The 90% plan set will also be prepared based on City review comments. The completed set will be submitted to the City for review and it is anticipated to be submitted to WSDOT Local Programs for their review and comment also.

800.40 100% Plans

Revised 90% plans will be submitted to WSDOT and the City for backcheck of their comments. After that process is completed, the 100% plan set will be used for “Advertisement for Bids”.

800.50 Special Provisions

The Consultant will prepare technical special provisions including City and APWA general special provisions and project specific special provisions. The Consultant will also prepare the Bid Form using a City provided format. Preliminary special provisions will be included with the 60% progress submittal for City review and comment. Draft final special provisions will be submitted to the City for review with the Bid Set milestone. Final special provisions will be provided with the other bid set documents for advertisement. Standard plans will be included as an appendix to the specifications.

Final Special Provisions complete with appendices and the City project contract documents will be submitted as part of the final 100% review process.

Assumptions:

- Federal funding is assumed for construction.
- The City will provide the other contract documents outside of the plans and special provisions for assembling of the entire package for bid solicitation by the Consultant.
- The City will assist in compiling the technical specifications into the overall City formatted bid documents.

Deliverables:

- Special Provisions Divisions 1-9 at 60%, 90%, and 100%.
- Special Provisions complete with appendices and City Bid documents for advertisement.

800.60 Cost Estimates

Cost estimates will be prepared, updated, and submitted at each milestone for City review. Bid item unit prices will be based on recent local agency bid results for similar work and WSDOT Unit Bid Analysis data. Estimates will include separate schedules for work that is not eligible for federal funding and for work that will be paid by others such as utility purveyors for utility undergrounding.

Task 900 – Surface Water Management (SWM) Analyses

900.10 Preliminary and Final SWM Report

A report will be prepared as outlined and required in the 2021 King County Surface Water Design Manual section 2.3.1.1. This process will begin with a Technical Approach Memo at the 30% design milestone that will summarize approaches to meeting all Core Requirements (KCSWDM 1.2) and any required Special Requirements (KCSWDM 1.3), and discuss any potential need for Adjustments (deviations) to KCSWDM standards due to the specific circumstances of this project. That memo will be submitted to the City and this scope includes one meeting with the City SWM reviewer to discuss.

The preliminary SWM report will be included in the 60% construction documents submittal to the City for their review. The report will be revised as appropriate to address City review comments and design changes and finalized for final City review and approval along with the 90% construction documents.

Deliverables:

- Technical Approach Memo (Draft and Final in PDF format)
- Preliminary SWM Report (Word and PDF format)
- Final SWM Report (PDF format)

900.20 CSWPPP

A Construction Surface Water Pollution Prevention Plan will be prepared using the City's (if available) or WSDOE standard template. This document will be required for the NPDES permit application and will be transferred to the Contractor during construction.

Deliverables:

- Completed CSWPP document (MS Word format)

Task 1000 – Right of Way (ROW) Acquisition

1000.10 Right of Way Acquisition Support

Scope of work for this task is based on following 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 City 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. Only right of entry requests for

geotechnical activities and Temporary Construction Easements will be required for this project. This task includes the following tasks:

- As part of public outreach efforts, assist the City in preparation of an "Introduction/Informational Letter" to be delivered to property owners and occupants providing the Project purpose and an overview of the Project schedule.
- Attend the on-site or video conference Project kick-off meeting with City staff.
- Attend up to 36 weekly conference calls between the City and Tierra to discuss and track progress of the Project.
- Acquisition parcel files will be prepared in a format that is satisfactory to the City 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. Records will be maintained in accordance with all statutory, regulatory and policy requirements.
- Meet with the City to obtain Project background information and conduct reviews of relevant information previously obtained by the City during preliminary meetings, etc.
- Utilize the City's existing forms or Washington State Department of Transportation (WSDOT)–approved forms to prepare draft acquisition documents. The Consultant will provide sample forms to the City for update or modification, as necessary and approvals from WSDOT if required.
- Unless directed otherwise, on behalf of the city, the Consultant will confirm accuracy of the written legal description against the exhibit produced by the surveyor. The Consultant will not confirm the description has proper closure because the real estate services Consultant are not licensed surveyors and do not have the appropriate programs to confirm bearings, or that the field measurements are correct.
- The Consultant will perform a quality review of the legal descriptions and exhibits provided by the survey team. This 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 real estate 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. The documents will be returned to the surveyor for corrective action.
- Perform an in-depth review of the title reports and the Schedule B items to make sure there are no preexisting title conditions that would delay the City from successfully closing escrow on the properties. If issues are noted, said issues will be brought to the City's attention immediately and provide recommendations for resolution. This may include recommendations to the City whether to accept or clear problematic encumbrances and exceptions. This will come in the form of a Parcel Title Summary Memorandum (PTSM). We will work with the title company to clear title encumbrances as directed by the City and resolve any title issues. This includes negotiating as necessary negotiations with lien holders or easement holders to remove title defects.
- Perform research of any title issues relating to parcels and meet with the City and property owners as needed to discuss and assist with resolving any title issues for acceptance by the City.

- Work with a WSDOT approved appraisal firm to complete the real estate valuation reports for this Project. 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.
- Order and coordinate the procurement of one electronic report for each of the properties affected by the Project. If there is relocation required for this 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, review them in detail to make sure they are complete and accurate. If any issues or concerns are noted during review, we will resolve its concerns with the appraiser prior to finalization of the appraisal report. Consultant shall coordinate the appraisal delivery schedules and may 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 City electronically for approval of the just compensation amount.
- Review Appraisers will be WSDOT approved. 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. We will order and coordinate to obtain a review appraisal report for each of the properties affected by the Project. Once the review appraisal reports are received, we will review them in detail to make sure they are complete and accurate.
- 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, Consultant will advise the City immediately for consideration to proceed with eminent domain.
- Prepare the offer packages (using the City's approved forms) and submit the completed packages to the City for review and approval prior to making the offer to the property owner(s) then present and negotiate the offers to the property owner(s), in person, when possible.
- 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. Reasonable efforts will be made to successfully acquire the parcels without the use of the City's right of eminent domain.
- All administrative settlements will be sent to the City for approval and providing the appropriate supporting documentation. If negotiations are not successful, recommendations will be made to the City to proceed with eminent domain so the City may secure the required property rights, if desired. Upon acceptance of that recommendation, all applicable data

pertaining to the file will be turned over to the City's attorney for initiation of the eminent domain proceedings.

- Upon acceptance and signature of an offer by the property owner, escrow will be opened 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 City. 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 and provided to escrow and the City upon receipt.
- The signed offer documents will be forwarded to the City for signatures within three business days of receipt of the signed purchase or acquisition agreements for the landowner. 8571900120
- Consultant agents will request the funds necessary to close escrow from the City. 8571900120
- Within 45 days of receipt of the final title policy and recorded conveyance document(s) from the escrow company, we will return the original acquisition file to the City.

Assumptions

- List of negotiations consists of the following only:
  - → 857190-0120 Adventure Bowling Center
  - → 857190-0115 Cedomir Iovanovici
  - → 857190-0110 Stephen and Georg Teodosiadis
  - → 857190-0105 Angelique Saffle
  - → 857190-0095 Unity Lodge
  - → 857190-0076 Dizzy Bee Investing LLC
  - → 857190-0075 101 McGrath Building LLC
  - → 857190-0070 KM Three LLC
  - → 857190-0065 Celid Lira Rivero
  - → 857190-0055 Tiny Towers LLC
  - → 857190-0045 Mason & Mason LLC
  - → 857190-0035 Pacific Commercial Prop MGM
  - → 857190-0025 and 857190-0015 Ambassador Holdings LLC
  - → 857190-0005 225 North Bend Way LLC
  - → 857090-0259 Cielito LLC
- The City will provide all relevant information previously obtained during meetings, correspondence with owners, and diary information, etc.
- The City will provide approved right of way Procedures.
- The City will meet with the real estate services consultant (Tierra), sub-consultants, or owners or representatives as needed.
- Any additional requests for in-depth research of title issues (if identified) are not included in this scope.

- The City will provide written approval of the title exceptions and encumbrances to be either cleared or accepted, as recommended by Consultant.
- Any need for additional subcontractors required to assist the appraisal firm, to address specialized valuation issues (i.e., sign companies, engineers, biologists, etc.) are not included in this scope of work.
- The City shall provide a signed and approved "Establishment of Just Compensation" for each completed appraisal and appraisal review before Consultant initiates negotiations with property owners.
- 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 our negotiations are terminated after the joint negotiation's status review with the City.
- The City shall provide approval of all letters and acquisition forms prior to use and deliver copies of signed conveyance documents to Consultant with a copy of payments made.
- If negotiations stall or are no longer viable, the City will not unreasonably delay from turning over the file for the initiation of eminent domain proceedings (to be handled by the City).
- The City 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.
- Any assistance required on a parcel after it has been turned over for eminent domain is not included in this scope.

Deliverables:

- Assist the City with boilerplate "Introduction/Informational Letter".
- Parcel acquisition files that are completed and organized will be provided to the City within 45 days of receipt of final title policy and recorded conveyance document(s).
- 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.
- An electronic copy of the title commitments obtained to the City, along with a PTSM (per parcel) of any issues that may affect the City's ability to successfully close escrow.
- Electronic and one original copy of each completed appraisal report.
- 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 City for signature and issuance of warrant to close escrow.

1000.20 Legal Descriptions and Exhibits

The project Consultant surveyor will provide support for the acquisition of property rights needed for this project. These services will include the following:

- Obtain title reports for affected parcels.

- Prepare legal descriptions and exhibits, suitable for recording at King County, for each affected parcel.

Assumptions:

- Up to sixteen (16) parcels will be require Temporary Construction Easements. Legal descriptions and exhibits will be prepared for each.

Deliverables:

- Legal descriptions and exhibits for recording (16 total)
- Deliverables will be submitted to the City as drafts for City review. Deliverables will be revised per City comment and then submitted to the City for final use.

Task 1100 – EV Charging Stations

1100.10 EV Charging Stations Coordination

Electric Vehicle (EV) charging station design will include contacting vendors (up to 3) to determine connection needs and preferred locations, specifying power layout, and layout based on standard practices. Agreements with the vendors are to be coordinated by the City.

Assumptions:

- City will select the EV vendor.
- Vendor will provide infrastructure needs including structure and foundation dimensions and configurations, power requirements, other.
- Consultant will coordinate power service requirements with power utility vendor and include conduits stubbed to junction boxes in the utility undergrounding design.
- EV charging station locations and infrastructure will be shown on the Site Plans.

Deliverables:

- Incorporation of EV charging infrastructure in the utility undergrounding plans and the Site plans.

Task 1200 – Community and Stakeholder Engagement

Within 30 days of notice to proceed, the Consultant will develop an engagement plan that outlines how and when the project will engage adjacent businesses, key project stakeholders, and the broader public. The plan will also identify how the project will keep City Council informed about project progress. For purposes of this scope, community and stakeholder engagement will be divided into Community Engagement (1300.10) and Stakeholder Engagement (1300.20)

1200.10 Community Engagement

The Consultant will develop a high-level community engagement plan to determine how the team should engage the community for the project. This will provide clarity and transparency on how community input will be solicited and considered at different phases of the project. The Engagement Team will collaborate with the overall project team to coordinate with a variety of audiences for engagement, ensuring the process meets the needs of the community.

While the specific engagement strategies will be determined by the community engagement plan, in partnership with the city and the project team, the following engagement strategies may include:

- **In-person community event (1):** The Engagement Team will plan and host one community event during preliminary design to provide information and solicit input from community members on key aspects of the project as the team moves forward with design. The event will be held near the project site and coordinated with the opening of the Taylor Park Gateway. The event may include activities and temporary installations to help the public envision the future condition of McClellan Street.
- **Webpage (on-going):** The Engagement Team will create webpage content to post on a new webpage on the existing City of North Bend website that can be updated throughout the life of the project and provide regular project updates and opportunities for feedback on the project.
- **Email updates (up to 5):** The Engagement Team will support the City PIO in developing language for the City's existing email listservs about the project at key project milestones.
- **Press releases (3):** The Engagement Team will support the City PIO in developing press release language for each project milestone (30, 60, and 90%).
- **Frequently Asked Questions (FAQs) (1):** The Engagement Team will create a set of public-friendly, easy-to-understand FAQs with an update at each project milestone (30, 60 and 90% design) to guide meetings with the general public and key stakeholders.

Assumptions:

- The public engagement plan will be developed based on one meeting with the project team and the city.
- Community event scheduling and logistics is the responsibility of City staff.
- Webpage is part of City of North Bend existing website hosted by city.
- The City is the primary spokesperson for the media and posts all social media and email listservs.

Deliverables:

- High level public engagement plan (pdf format)
- Community event presentation materials
- Webpage content
- Clear and concise written summaries of public feedback

1200.20 – Stakeholder Engagement

The Consultant will develop a high-level stakeholder engagement plan that will include a list of key stakeholder groups, a schedule for engaging with stakeholders, a communication strategy, and strategies for engaging with stakeholders. Engagement with stakeholders will include the following activities:

- **Stakeholder workshop (1):** The Engagement Team will coordinate with North Bend Downtown Foundation to host a stakeholder workshop focused on the design of McClellan Street. The workshop will include information about the future design of McClellan Street, potential impacts during construction, and opportunities for participants to provide meaningful and constructive feedback about their concerns about the project and help shape the design of the space to meet their needs.
- **Stakeholder meeting (1):** The Engagement Team will coordinate with North Bend Downtown Foundation to host a meeting focused on 30% design. The meeting will include a presentation of the 30% design with a focus on how insights from previous engagement were incorporated. There will be an opportunity for participants to provide meaningful and constructive feedback to the design team.
- **Stakeholder engagement (1 full day of on-site meetings):** Early in the design process, the Engagement Team will host a full day of on-site meetings with small groups of business owners and property owners adjacent to the project site to discuss the project and potential impacts to their operations. The day will be structured in a way to allow participants to schedule a time or drop in and meet with representatives from the design team. The outcome of these meetings will be a set of concerns for the design team to address.
- **Stakeholder communications (on-going):** The Engagement Team will develop materials for distribution through various communication channels. We anticipate communications with business owners and property owners at the development of the 30%, 60%, and 90% plan sets.
- **Support City Council study session (1):** The Engagement Team will support the project team for a City Council study session presentation, including providing updates on community engagement activities.

Assumptions:

- North Bend Downtown Foundation will be the conduit for communications with the businesses along the project site.
- City staff will coordinate communications with the North Bend Downtown Foundation.
- Online information hub will be hosted by the city.
- Workshop logistics and scheduling will be organized by City staff.
- Workshop and meetings facilitated by City staff.

Deliverables:

- Stakeholder workshop participation and presentation materials.
- Stakeholder small group meeting participation and presentation materials.
- Communication materials.
- Presentation materials for City Council study session.

Task 1300 – Bid Phase Services

1300.10 Bid Support

The Consultant Project Manager will attend one pre-bid meeting. Meeting arrangements and location to be provided by the City. The Consultant will prepare written responses to bidder requests for information and bid addenda as requested by the City. The Consultant will review bidder proposals and prepare a summary of comparison between value of bid items and engineer's estimate as requested by the City. A certified bid tab and contractor certification will not be provided.

North Bend WA
McClellan Street Improvements

Task	SubTask	Description	Labor Dollars	Labor Hours	Steve Oling	Don Proctor	Fred Young	Trevor Masterson	Sarah Fahn	Amanda Thompson	Cameron Carlson	Marc Kendall	Melissa Horn	Jinger Hendricks	Katherym Seidel	Tad Schwager	Adam Romey	Dana Rivera	Bri Hines	Marty Marrs	Mike Hall	Kyle Bretherton	Debra Featherston	Susan Swift	Lauren Jones	Sarah Crackenberger
					Sr Consultant Principal in Charge	Sr Consultant Project Manager	Sr Consultant	Engineer IV	Engineer II	Engineer III	Engineer IV	Sr Engineer	Planner II	Planner IV	Sr Planner	Sr. Scientist	Hydrogeologist IV	Planner III	Scientist III	Scientist II	Sr. Scientist	GIS Specialist	Publications Supervisor	Technical Editor	Project Controls Specialist	Project Accountant
		Burdened Rates:			$312.25	$288.98	$286.86	$167.21	$136.01	$134.92	$208.57	$254.78	$122.34	$152.37	$207.18	$190.88	$159.09	$132.07	$135.67	$123.83	$218.63	$105.44	$166.64	$124.98	$128.77	$130.92
100		**Project Management and Coordination**	**$56,677.36**	**224**	**24**	**146**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**36**	**18**
	10	Monthly Progress Reports and Invoicing	$ 12,193.92	72		18																			36	18
	20	Project Management Plan	$ 4,809.84	16	8	8																				
	30	Project Coordination	$ 39,673.60	136	16	120																				
200		**Survey and Mapping**	**$ 1,212.88**	**8**	**0**	**0**	**0**	**4**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	10	Subsurface Utility Exploration	$ 1,212.88	8				4	4																	
500		**Environmental Analysis and Permitting**	**$80,497.95**	**524**	**0**	**27**	**0**	**0**	**75**	**36**	**0**	**0**	**0**	**0**	**71**	**18**	**16**	**142**	**34**	**39**	**5**	**26**	**13**	**22**	**0**	**0**
	10	NEPA DCE	$ 24,157.86	156		6			16	4					30	2	8	60	6	3	1	8	4	8		
	20	Hazardous Material Report	$ 9,018.08	64		3			4						3		8			36		4	2	4		
	30	Section 4(f) Documentation	$ 9,742.33	66		2			23						8			30					1	2		
	40	Endangered Species Act	$ 11,684.52	77					16						2	16		4	28		4	4	1	2		
	50	Local and State Approvals	$ 17,521.64	110		10			8	32					18			28				6	4	4		
	60	On-going Permit Support	$ 8,373.52	51		6			8						10			20				4	1	2		
700		**Conceptual Design**	**$16,951.16**	**84**	**0**	**16**	**8**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	10	Conceptual Design	$ 16,951.16	84		16	8	60																		
800		**Plans, Specifications, and Estimates**	**$201,704.44**	**1,244**	**40**	**72**	**0**	**424**	**472**	**216**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	10	30% Plans	$ 55,865.96	360	8	12		120	140	80																
	20	60% Plans	$ 48,771.72	308	8	12		100	120	60	8															
	30	90% Plans	$ 40,008.92	248	8	12		80	100	40	8															
	40	100% Plans	$ 29,446.30	178	8	12		60	72	24	2															
	50	Special Provisions	$ 13,517.90	66	4	16		40		4	2															
	60	Cost Estimates	$ 14,093.64	84	4	8		24	40	8																
900		**Surface Water Management (SWM)**	**$ 22,105.86**	**149**	**0**	**13**	**0**	**0**	**0**	**136**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	10	Preliminary and Final SWM Report	$ 19,658.16	132		12				120																
	20	CSWPPP	$ 2,447.70	17		1				16																
1000		**Right of way Acquisition**	**$ 3,513.84**	**24**	**0**	**0**	**0**	**8**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	10	ROW Acquistion Support	$ 3,513.84	24				8	16																	
1100		**EV Charging Stations**	**$ 3,425.48**	**20**	**0**	**0**	**0**	**4**	**8**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	10	EV Charging Stations Coordination	$ 3,425.48	20				4	8		8															
1200		**Community and Stakeholder Engagement**	**$35,678.32**	**162**	**8**	**4**	**78**	**0**	**0**	**0**	**0**	**0**	**44**	**28**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	10	Community Engagement	$ 6,458.20	30		2	12						0	16												
	20	Stakeholder Engagement	$ 29,220.12	132	8	2	66						44	12												
1200		**Bid Phase Services**	**$4,669.76**	**28**	**0**	**4**	**0**	**8**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	10	Bid Support	$ 4,669.76	28		4		8	16																	
		Labor Totals:	$426,437.05	2,467	72	282	86	508	591	388	28	0	44	28	71	18	16	142	34	39	5	26	13	22	36	18
		Totals:	**$426,437.05**		**$22,482.00**	**$81,492.36**	**$24,669.96**	**$84,942.68**	**$80,381.91**	**$52,348.96**	**$5,839.96**	**$0.00**	**$5,382.96**	**$4,266.36**	**$14,709.78**	**$3,435.84**	**$2,545.44**	**$18,753.94**	**$4,612.78**	**$4,829.37**	**$1,093.15**	**$2,741.44**	**$2,166.32**	**$2,749.56**	**$4,635.72**	**$2,356.56**

Task	Subconsultants	Task Description	Fee		
200.10	Peninsula PLS	Utility Locates	$ 4,807.00		
200.20	Peninsula PLS	Survey and Mapping	$ 51,185.60	4.35%	DBE
200.30	Peninsula PLS	Right of Way Mapping	$ 19,445.00	1.65%	DBE
300.10	Aspect Consulting, LLC	Geotechnical Investigation and Infiltration Testing	$ 47,399.00		
300.20	Aspect Consulting, LLC	Geotechnical Analysis and Report	$ 13,500.00		
400.30	Willamette CRA	Cultural Resources Analysis	$ 59,545.25		
600.30	PH	Joint Utility Trench	$ 70,588.58	NA	DBE
700.30	Site Workshop	Conceptual Design	$ 29,320.00		
800.30	PH	PS&E	$ 158,294.30	13.46%	DBE
800.30	Site Workshop	PS&E	$ 84,100.00		
1000.10	Tierra	ROW Acquisition	$ 97,051.00		
1000.20	Peninsula PLS	Legal Descriptions and Exhibits	$ 30,420.00	2.59%	DBE
1200.10	Maul Foster & Alongi	Community Engagement	$ 48,039.00		
1200.20	Site Workshop	Stakeholder Engagement	$ 13,510.00		
	Subconsultant Subtotal		$ 727,204.73		
	3% Markup		$ 21,816.14		
	Subconsultants Total:		**$ 749,020.87**	22.0%	DBE

Other Direct Expenses			
Mileage		$	750.00
Lightbox	Sandborne Maps	$	80.00
Other Direct Expenses Total:		**$**	**830.00**

Project Total $1,176,287.92

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-145	
Motion Confirming the Mayoral Appointment of Robert Larson as City Administrator	Department/Committee/Individual	
	Mayor Mary Miller	X
	City Administrator –	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate		

Attachments:

SUMMARY STATEMENT:

Mayor Miller is pleased to present Mr. Bob Larson to the Council tonight for confirmation of his appointment as interim City Administrator for the City of North Bend.

Bob Larson is an experienced and professional City leader having worked as a City Manager in Newcastle and as a City Administrator in the cities of Gig Harbor and Snoqualmie in Washington. Prior to coming to Washington, Mr. Larson worked as a City Manager and City Administrator in Minnesota from 1996-2004.

Consistent with the North Bend Municipal Code chapter 2.06, the appointment of a City Administrator is subject to the confirmation of most of the City Council. At this time, Mayor Miller supports Mr. Larson's appointment as an Interim City Administrator for a term of 6 months to begin December 4, 2024.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve AB24-145, confirming the Mayoral Appointment of Mr. Robert Larson as Interim City Administrator.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 3, 2024		

City Council Agenda Bill

SUBJECT:	Agenda Date: December 3, 2024 AB24-146	
Motion Authorizing the Mayor to Execute and Administer the Employee Agreement for Interim City Administrator Robert Larson	Department/Committee/Individual	
	Mayor Mary Miller	X
	City Administrator –	
	City Attorney – Kendra Rosenberg	X
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	X
	Comm. & Economic Development – James Henderson	
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate		

Attachments:

SUMMARY STATEMENT:

Mr. Larson will join the City staff as a full-time employee in the position of Interim City Administrator. He will be entitled to receive the same employment benefits of any full-time City employee in addition to other benefits specifically identified in the Employment Agreement during a set term of 6 months. At or before the end of this initial term, Mayor Miller could request an extension of the term, with confirmation from Council.

APPLICABLE BRAND GUIDELINES:

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve AB23-146, authorizing the Mayor to execute and administer the Employment Agreement with Robert Larson.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 3, 2024		