



CITY COUNCIL MEETING*

May 6, 2025 – 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	Special Council Workstudy of April 8, 2025 & City Council Meeting of April 15, 2025	1
2) Payroll	April 18, 2025 – 77087 through 77089, in the amount of \$313,921.32	
3) Checks	May 6, 2025 – 77090 through 77159, in the amount of \$977,405.71	
4) AB25-038	Resolution – Authorizing ILA RE Snoqualmie & South Fork Watersheds	Ms. Burrell 9
5) AB25-039	Resolution – Awarding Contract for Bridge 1135-3 & 1135-4 Repairs	Mr. Rigos 37
6) AB25-040	Motion – Authorizing Supplement No. 2 to Parametrix Contract for Bridge 1135-3	Mr. Rigos 45
7) AB25-041	Motion – Authorizing Contract with Parametrix for Bridge 1135-4 Inspection Services	Mr. Rigos 71
8) AB25-042	Resolution – Awarding Contract for Dahlgren RRFB Crossing Project	Mr. Rigos 95

AUDIENCE PARTICIPATION: (Please restrict comments to 3 minutes)

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

9) Proclamation	Wildfire Awareness Month	Mayor Miller	103
10) Presentation	North Bend Downtown Foundation	Ms. Self	
11) Presentation	State of the City Address	Mayor Miller	

INTRODUCTIONS:

12) AB25-043	Ordinance – Amending NBMC Title 14 RE Environmental Protection & Critical Area Map Series	Ms. Burrell	105
13) AB25-044	Motion – Authorizing ILA for Police Services	Mr. Larson	159

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) & To Review Performance of a Public Employee, pursuant to RCW 42.30.110(1)(g)

ADJOURNMENT:



***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 Clerks@northbendwa.gov. All written comments must be received by 5 p.m. on the day of the scheduled meeting and may not exceed 350 words. If an individual requires accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request accommodation to be able to provide a remote oral comment by contacting the City Clerk's Office in person, by phone (425) 888-1211 or by email: Clerks@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: 409 007 2718

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

CITY OF NORTH BEND
CITY COUNCIL SPECIAL WORKSTUDY NOTES
April 8, 2025
City Hall, 920 SE Cedar Falls Way, North Bend, WA

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

Councilmembers Present: Brenden Elwood, Mark Joselyn, Heather Koellen, Christina Rustik (Remote at 6:05 p.m.), Suzan Torguson and Errol Tremolada. Councilmember Alan Gothelf was excused.

Staff Present: Mayor Mary Miller, Interim City Administrator Bob Larson, Deputy City Administrator/Public Works Director Mark Rigos, Community & Economic Development Director James Henderson, Finance Director Martin Chaw, Administrative Services Director Lisa Escobar, Communications Manager Bre Keveren, Human Resource Manager and Emergency Management Coordinator Erin DeBerg, IT Manager Phillip Davenport, and Deputy City Clerk Jennifer Bourlin.

Moderator: Hillary Evans, Kenyon Disend, PLLC

Presentations Request for Proposal for Police Services

Mayor Pro-Tem Joselyn explained that tonight's meeting was a culmination of the hard work of the Mayor, Council, and staff as it relates to public safety as the most basic public service. He noted in 2024 that Police Services accounted for nearly 20% of the City's General Fund. Similar services in 2025 could account for a third of the City's General Fund and represented a 63% increase in the largest single expense in the General Fund.

Mayor Pro-Tem Joselyn reported the City had received proposals from City of Snoqualmie and King County Sheriff's Department in response to a Request for Proposal for Police Services that was posted on March 17, 2025.

Finance Director Drew Bauta and Interim Chief Gary Horejsi provided a presentation for the Snoqualmie Police Department that included information on their organization, proposed services, contract experience and results, response times and response capacity, community, Council and staff engagement, and cost. A question-and-answer session followed the presentation.

Mayor Pro Tem Joselyn recessed the meeting at 7:01 p.m. for a ten minute break. The meeting was called back to order at 7:13 p.m.

King County Sheriff Patricia Cole-Tindall, Major Mark Konoske Precinct 2 Commander, Chief Cheol Kang, Captain Tim Meyer and Eva Cunio, Program Manager from the of the Community Programs and Services Division, provided a presentation for the King County Sheriff's Office that included a description of the entity and proposed services, experience

in providing contracted services to communities, response times and level of service, the ability to respond to major events, reporting and community engagement, and cost. A question-and-answer session followed the presentation.

The Workstudy closed at 8:20 p.m.

ATTEST:

Mark Joselyn, Mayor Pro Tem

Jennifer Bourlin, Deputy City Clerk

DRAFT

NORTH BEND CITY COUNCIL MINUTES

April 15, 2025

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

Mayor Miller announced the State of the City address scheduled for tonight's meeting would instead be delivered at the May 6, 2025 City Council meeting.

Mayor Miller announced an Executive Session would be added to the end of tonight's agenda to discuss the performance of a public employee, pursuant to RCW 42.30.110(1)(g).

CONSENT AGENDA:

Minutes – Council Workstudy of March 25, 2025 & City Council Meeting of April 1, 2025

Payroll – April 4, 2025 – 77003 through 77009, in the amount of \$457,768.77

Checks – April 15, 2025 – 77010 through 77086, in the amount of \$490,758.57

AB25-036 – Ordinance 1826 Amending 2025-2026 Budget Ordinance 1823

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

AUDIENCE PARTICIPATION:

Kelly Coughlin, Chief Executive Officer of SnoValley Chamber of Commerce, requested Council pause any decisions regarding the police contract until after the November, 2025 elections and noted local businesses were happy with the services provided by Snoqualmie Police Department.

Alyssa Sprague, North Bend business owner, spoke in support of the Snoqualmie Police Department and commented on the benefits provided to the community.

Lena Baunsgard, North Bend business owner, spoke regarding the benefit of the Snoqualmie Police Department substation at the Outlet Mall. Additionally, she noted her business Treasures in Heaven has donated over \$585,000 to humanitarian and local non-profits in the last four years.

Quinn Gere, North Bend resident, noted he appreciated the service provided by Snoqualmie Police Department and encouraged the Council to retain them as the provider for police services.

Ken Hearing, unincorporated North Bend, former North Bend Mayor, spoke regarding the contracts for police services proposed by City of Snoqualmie and King County Sheriff's Office. He noted a contract with KCSO was non-negotiable unlike a contract with Snoqualmie and noted there was no advantage to returning to KCSO for police services.

Craig Glazier, North Bend business owner, echoed Ms. Coughlin's sentiments regarding taking time to consider a contract for police services and to consider the possibility of the City starting its own police force in the future.

Rob McFarland, North Bend resident, former North Bend Mayor, noted both KCSO and Snoqualmie Police Department have provided great services to the City. He encouraged Council to consider whether they can rebuild trust with Snoqualmie, whether they could trust KCSO contract provisions would keep the City adequately covered considering cuts in unincorporated areas and concluded by encouraging Council to bargain hard regardless of the vendor.

Dorie Ross, North Bend business owner, echoed Ms. Coughlin's comments regarding taking time to consider a contract for police services.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Introduction – North Bend Police Officer

Audio: 18:36

Snoqualmie/North Bend Acting Police Chief Horejsi introduced new Records Technician Sherri Tye and Police Officer Daniel Buergi.

AB25-037 – Appointments to Economic Development Commission

Audio: 25:50

Mayor Miller recommended the appointments of Anne Granderson to Position No. 2 and Tad Haas to Position No. 5 on the Business & Economic Development Commission.

Councilmember Joselyn **MOVED**, seconded by Councilmember Gothelf to approve AB25-037, confirming the appointments of Anne Granderson to Position No. 2 for the remainder of Position No. 2's current term, expiring on December 31, 2027 and Tad Haas to Position No. 5, term expiring on December 31, 2028, on the Business & Economic Development Commission. The motion **PASSED** 6-0.

Presentation – Police Services

Audio: 31:47

Finance Director Chaw provided a presentation on the Police Services Request for Proposals scored results which included the averaged final score for City of Snoqualmie

(121.25) and King County Sheriff's Office (117.30), non-scored items, proposal recaps and cost comparisons per officer with both agencies. Mr. Chaw concluded by noting the topic will be discussed at the upcoming April 22, 2025 Council Workstudy and May 6, 2025 City Council meeting.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Elwood, Chair
A report of the April 15th meeting was provided.

Finance & Administration Committee – Councilmember Gothelf, Chair
A report of the April 8th meeting was provided.

Public Health & Safety Committee – Councilmember Rustik, Chair
A report of the April 1st meeting was provided.

Transportation & Public Works Committee – Councilmember Koellen, Chair
A report of the March 25th meeting was provided.

Council Workstudy – Mayor Pro Tem Joselyn
A report of the March 25th Workstudy & April 8th Special Workstudy was provided.

Sound Cities Association Public Issues Committee – Councilmember Tremolada
A report of the April 9th meeting was provided.

Regional Law, Safety, and Justice Committee – Councilmember Torguson
A report of the March 27th meeting was provided.

SnoValley Chamber of Commerce – Councilmember Torguson
A report of recent Chamber activities was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the April 15th meeting was provided.

Planning Commission
A report of the March 19th meeting was provided.

Parks Commission
The March 26th meeting was cancelled.

Economic Development Commission
A report of the March 27th meeting was provided.

Police Department – Police Captain Horejsi
A report of crime statistics for March 2025 was provided.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Koellen commented on the nice weather and encouraged all to exercise caution when recreating near lakes and rivers in the area.

Councilmember Tremolada thanked Public Works staff for their efforts on the recently finished Middle Fork Overlook Park and congratulated Finance Director Chaw and his staff on receiving the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA).

Councilmember Joselyn echoed Councilmember Tremolada's comments regarding the award received from GFOA.

Councilmember Rustik echoed fellow Councilmembers comments regarding the award received from GFOA and noted since local schools were on spring break to please be aware of children at play when traveling through town.

Councilmember Gothelf echoed fellow Councilmembers comments regarding the award received from GFOA and encouraged all to slow down and pay attention to children at play in area neighborhoods.

Interim City Administrator Larson echoed Councilmember's comments on the award received from GFOA and thanked all directors for their daily efforts on behalf of the City. Additionally, he thanked Public Works employee Bart Kelly for assisting in the retrieval of a lost item and encouraged the community to participate in the Cleanup Event scheduled for April 22nd at 10:30 a.m. at the Depot.

Mayor Miller spoke regarding the following items:

- GFOA Distinguished Budget Presentation Award
- Yard Waste Recycling – April 19th 8 a.m. to Noon @ Public Works
- Jazz Walk – April 26th 6 p.m. to Midnight @ Downtown
- Spring Recycling Event – May 3rd 9 a.m. to 3 p.m. @ Snoqualmie Middle School
- Friends of the North Bend Library Book Sale – May 1st – 3rd @ North Bend Library

EXECUTIVE SESSION:

Mayor Miller recessed the regular meeting for an Executive Session at 8:51 p.m. to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee (*However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public , and when a*

governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public), pursuant to RCW 42.30.110(1)(g). No action was anticipated as a result of the Executive Session, which was expected to last thirty minutes and videotaping of the meeting ceased.

City of Snoqualmie Mayor Katherine Ross, City Administrator Mike Chambliss and City Attorney Dena Burke attended the Executive Session.

The regular meeting was reconvened at 9:22 p.m.

ADJOURNMENT:

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

The meeting adjourned at 9:22 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: May 6, 2025	AB25-038
Resolution Authorizing an Interlocal Agreement for the Snoqualmie and South Fork Watersheds within Water Resource Inventory Area 7	Department/Committee/Individual	
	Mayor Mary Miller	
	Interim City Administrator – Bob Larson	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
Cost Impact: \$5,093 in 2025	Senior Planner- Jamie Burrell	X
Fund Source: N/A		
Timeline: Immediate		
Attachments: Resolution, Interlocal Agreement Exhibit A, Transmittal Memo and Summary of Changes		

SUMMARY STATEMENT:

The City's participation in the Interlocal Agreement ("ILA") for the Snoqualmie and South Fork Watersheds within Water Resource Inventory Area ("WRIA") 7 provides long-term watershed planning and conservation, as well as funding and implementation of various activities and projects which benefit the City and the watershed as a whole.

The existing Snoqualmie Watershed Forum ILA was last reviewed and ratified in 2015 and is set to expire on December 31, 2025. Member governments desire to enter into a new ILA to run from January 1, 2026, to December 31, 2035. The proposed ILA is largely consistent with the now in-effect ILA; proposed changes are summarized in the attached "Summary of Changes". Upon approval and execution of the New ILA by North Bend, the new Watershed ILA will be submitted to King County for its approval.

APPLICABLE BRAND GUIDELINES: sustainably managed growth

COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this item at their April 15, 2025 meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB25-038, a resolution approving and authorizing the Mayor to execute and administer a new Interlocal Agreement for the Snoqualmie and South Fork Skykomish Watersheds within WRIA 7.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
May 6, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING RENEWAL OF THE INTERLOCAL AGREEMENT FOR THE SNOQUALMIE AND SOUTH FORK WATERSHEDS WITHIN THE MANAGEMENT AREA OF WATER RESOURCE INVENTORY AREA 7

WHEREAS, the City of North Bend (“City”) shares interests in and responsibility for addressing long-term watershed planning and conservation for its portion of the Snoqualmie Watershed and wishes to provide for planning, funding and implementation of various activities and projects therein; and

WHEREAS, since 2006, the City has participated in an Interlocal Agreement for the Snoqualmie and South Fork Skykomish Watersheds within the management area of Water Resource Inventory Area 7 (the “Watershed ILA”) which contributes to the development of the Snohomish Basin Salmon Conservation Plan; and

WHEREAS, the Watershed ILA was renewed on August 18, 2015 by Resolution 1691; and

WHEREAS, the City continues to seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding potential actions in response to listings under the Endangered Species Act (“ESA”); and

WHEREAS, the City wishes to continue identifying, coordinating and implementing water quality, flood hazard reduction, water quality and habitat projects at the watershed level; and

WHEREAS, the City recognizes that identification and implementation of watershed issues, salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than carried out independently.

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

Section 1. The Mayor is hereby authorized to execute and administer the Watershed ILA, in the form attached hereto as Exhibit A, for a ten-year term which will expire December 31, 2035.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF
MAY, 2025.**

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

INTERLOCAL AGREEMENT

For the Snoqualmie and South Fork Skykomish Watersheds within
Water Resource Inventory Area 7

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington ("RCW") by a portion or all of the eligible governments signing this Agreement that are located in King County, lying wholly or partially within the Snoqualmie and South Fork Skykomish Watersheds and within the management area of Water Resource Inventory Area 7 ("WRIA 7"), political subdivisions of the State of Washington, or federally recognized Indian tribes (collectively, "Parties");

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation for the majority of the Snoqualmie and South Fork Skykomish Watersheds for the purposes of implementing the Snohomish River Basin Salmon Conservation Plan ("WRIA 7 Plan") and improving watershed health in the King County portion of the basin; and

WHEREAS, Puget Sound Chinook salmon and bull trout, including the Snoqualmie and South Fork Skykomish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999 and steelhead trout were listed as threatened under the ESA in 2007; and

WHEREAS, the Parties recognize their participation in the efforts to implement the WRIA 7 Plan demonstrates a commitment to work proactively to address the ESA listings; and

WHEREAS, the Parties recognize achieving WRIA 7 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon and watershed conservation actions; and

WHEREAS, some of the Parties under the terms of an interlocal agreement for the years 2001-2005 contributed to the development of the Snohomish River Basin Salmon Conservation Plan and want to continue providing efficient participation in the implementation of such plan; and

WHEREAS, the Parties took formal action in 2005 to ratify the WRIA 7 Plan; and

WHEREAS, the Parties have executed the 2006-2010 Interlocal Agreement, a 2011-2015 extension and amendment to the Interlocal Agreement and the 2016-2025 Interlocal Agreement to implement the WRIA 7 Plan and improve watershed health; and

WHEREAS, the Parties continue to seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

WHEREAS, the Parties have completed the first 20 years of WRIA 7 Plan implementation by prioritizing and contributing resources and funds for implementing projects and programs to protect and restore salmon habitat and watershed health; and

WHEREAS, the Parties wish to continue this effort for identifying, coordinating and implementing habitat, water quality, flood hazard reduction, and water quantity projects at the watershed level under the terms of an interlocal agreement; and

WHEREAS, the Parties continue to have interest in achieving multiple benefits by integrating salmon recovery and watershed health projects and programs with other important resource considerations such as agriculture, forestry, biodiversity, wildlife, open space and recreation; and

WHEREAS, the Parties' goals include the preservation of the Snoqualmie Valley's rural character while strengthening vibrant cities; and

WHEREAS, the Parties recognize and respect the present-day and historical importance of the watershed and its resources to tribal culture, economy and customs; and

WHEREAS, the Parties recognize and value the present-day and historical connection of its cities and unincorporated communities to the river and the natural resources of the Snoqualmie watershed; and

WHEREAS, the Parties have an interest in participating in the Snohomish Basin Salmon Recovery Forum and other salmon recovery groups; and

WHEREAS, the Parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of the Puget Sound as it relates to salmon recovery and watershed health; and

WHEREAS, the Parties recognize that addressing watershed issues and implementing salmon conservation and recovery actions may be carried out more efficiently if done on a cooperative basis.

NOW, THEREFORE, the Parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENTIONS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1 **ELIGIBLE GOVERNMENTS:** The governmental entities eligible for participation in this Agreement are local and tribal governments within WRIA 7 including: King County; federally recognized Indian tribes located within WRIA 7; the Cities of Carnation, Duvall, North Bend, Snoqualmie, and Sammamish; and the Town of Skykomish.
 - 1.2 **WRIA 7 ILA Party ("Party" or "Parties"):** The Parties to the WRIA 7 Interlocal Agreement are the Parties who sign this Agreement and are the Parties

responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the Snoqualmie Watershed Forum.

- 1.3 **SNOQUALMIE WATERSHED FORUM:** The “**Snoqualmie Watershed Forum**,” created herein, is the governing body responsible for implementing this Agreement comprised of the **WRD 7 ILA Parties** and **Stakeholder** representatives as determined by the **WRD 7 ILA Parties**.
- 1.4 **SNOHOMISH BASIN SALMON RECOVERY FORUM:** The “**Snohomish Basin Salmon Recovery Forum**” (hereinafter referred to as “the Recovery Forum”) is the cooperative body comprised of local governments, the Tulalip Tribes, special districts, and Stakeholder representatives from throughout WRD 7 in both King and Snohomish Counties.
- 1.5 **Snohomish River Basin Salmon Conservation Plan:** The “**Snohomish River Basin Salmon Conservation Plan**” (hereinafter referred to as “the Salmon Conservation Plan”) is the document and any subsequent updates adopted by the Recovery Forum, developed by the Snohomish Basin Salmon Recovery Forum outlining actions for salmon recovery in response to listings of Chinook and bull trout under the ESA.
- 1.6 **SERVICE PROVIDER(S):** **Service Provider(s)**, as used herein, means that entity which supplies staffing or other resources to and for the **Snoqualmie Watershed Forum**, in exchange for payment. The **Service Provider(s)** may be a party to this agreement.
- 1.7 **STAKEHOLDERS.** “**Stakeholders**” refers to those public and private entities within the WRD 7 who reflect the diverse interests integral for planning for recovery of the listed species under the ESA, which may include but is not limited to agriculture, environmental and business interests. Stakeholders may also be interested state and local agencies or special purpose districts.
- 1.8 **Fiscal Agent:** The **Fiscal Agent** refers to that agency or government which performs all accounting services for the WRD 7 Snoqualmie Watershed Forum, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

2. **PURPOSES.** The purposes of this Agreement include the following:

- 2.1 To provide a mechanism and governance structure for the protection and restoration of the health of the Snoqualmie and South Fork Skykomish watersheds.
- 2.2 To provide a mechanism for sharing information, facilitating multiple benefit projects and programs, and coordinating local efforts to address issues with watershed-wide implications, including but not limited to habitat restoration and protection, flood hazard reduction, surface and groundwater quality, and water quantity.
- 2.3 To provide a mechanism and governance structure for the joint implementation of the Salmon Conservation Plan particularly related to the King County portions of WRIA 7 including important work along waterways that support salmon populations, including those areas above anadromous barriers such as above Snoqualmie Falls. This work is intended to inform local decision-makers about actions needed to respond to issues arising out of listings under the ESA.
- 2.4 To develop and articulate Snoqualmie Watershed-based positions on key issues during the implementation and adaptive management of the Salmon Conservation Plan. The Parties retain the right to submit comments on behalf of their individual governments.
- 2.5 To provide a mechanism for cooperative review and implementation of policies, programs and regulations to support salmon recovery, and to inform land use planning, incentive programs and outreach efforts.
- 2.6 To provide for the ongoing participation of residents and other stakeholders in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and ESA efforts.
- 2.7 To provide a mechanism for securing technical assistance and funding from federal, state and other agency sources.
- 2.8 To provide a mechanism for the implementation of other multiple benefit projects such as habitat, surface and groundwater quality, water quantity, flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the **Snoqualmie Watershed Forum**. Such projects may also include actions to benefit agricultural lands or other important resource lands, provided that such actions stem from integrated multi-objective planning efforts in the watershed.
- 2.9 To recommend annually projects for grant funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.

2.10 To provide a framework for cooperation and coordination among the Parties on issues relating to the WRIA 7 or sub-WRIA 7 basin planning or to meet the requirement of a commitment by any Party to participate in WRIA 7 based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such Party.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or natural resource policy body. Nothing in this Agreement shall waive the sovereign immunity of the Tribal government Parties.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by King County and at least two (2) ***Eligible Governments***, as authorized by each government's legislative body, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for a term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the Parties may agree to in writing, with such extension being effective upon its execution by King County and at least two (2) of the ***Eligible Governments***. Such extension shall bind only those Parties executing the extension.

It is not the purpose or intent of this Agreement to prevent the Parties from entering into a WRIA 7-wide agreement at some future date prior to the end of the initial term of this Agreement.

4. **ORGANIZATION AND MEMBERSHIP OF THE SNOQUALMIE WATERSHED FORUM.**
The parties to this Agreement hereby establish a ***Snoqualmie Watershed Forum*** to serve as the formal governance structure for carrying out the purposes of this Agreement.

4.1 Each ***WRIA 7 ILA Party*** to this Agreement shall appoint one (1) elected official to serve as its primary representative, and one alternate representative to serve on the ***Snoqualmie Watershed Forum***.

4.2 In addition to the representatives of each of the Parties, the ***Snoqualmie Watershed Forum*** shall also include at least five (5) ***Stakeholder*** representatives to increase the representation of residents and partner organizations within the ***Snoqualmie Watershed Forum***. ***Stakeholder*** representatives participate in consensus decision making but do not participate in voting in the event consensus

cannot be reached. The **Snoqualmie Watershed Forum** may elect to add additional **Stakeholder** representatives without amending the ILA, provided that any such addition has been discussed during at least one regular meeting of the **Snoqualmie Watershed Forum** prior to the meeting where the final decision is made, with opportunity provided for public comment. The decision to add **Stakeholder** representatives is subject to the provisions of Section 5. By accepting appointment to the **Snoqualmie Watershed Forum**, **Stakeholders** agree to follow the operating and voting procedures established by the **Snoqualmie Watershed Forum**.

- 4.3 **WRIA 7 ILA Party** representatives shall serve on the **Snoqualmie Watershed Forum** for a term of four years, or the remainder of their elected term (if appropriate), whichever is shorter, and may be elected to successive terms. **Snoqualmie Watershed Forum Stakeholders** shall have appointed representatives whose terms shall be determined by the **WRIA 7 ILA Parties**.
- 4.4 The services cost-shared under this agreement shall be provided to the **Snoqualmie Watershed Forum** by the **Service Provider**, currently King County Department of Natural Resources and Parks. The **Snoqualmie Watershed Forum** shall enter into a Memorandum of Understanding with the **Service Provider**, which shall set out the understanding of expectations for services to be provided and a method of regular consultation between the **Service Provider** and the **Snoqualmie Watershed Forum** concerning the performance of services hereunder.
 - 4.4.1 A subset of the **WRIA 7 ILA Parties**, at such subset's sole cost, may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all Parties pursuant to Section 4.4 herein.
 - 4.4.2 The **Snoqualmie Watershed Forum** shall prepare a Memorandum of Understanding, which shall set out the expectations for the additional services to be provided to the subset of the Parties to this Agreement.
- 4.5 The Service Provider will meet with staff from each of the Parties at least once annually prior to October 1 to coordinate the development of a draft work program and budget for consideration by the **Snoqualmie Watershed Forum** for the following calendar year.
- 4.6 The **Snoqualmie Watershed Forum** shall, by October 1 of each year, establish an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. For non-tribal Parties, such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and geographic area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A. The

Exhibit A data shall be updated every third year, as more current data becomes available, by the Service Provider and approved by the ***Snoqualmie Watershed Forum***. Exhibit A shall be automatically amended, without further action of the Parties, to reflect this updated data upon distribution of such data to the Parties in writing. When a federally recognized Indian tribe becomes party to this Agreement, the tribe's initial cost share shall be determined jointly by the Parties and will be included in Exhibit A. Tribal cost share(s) shall also be re-evaluated at the same three-year intervals. The weight accorded to the tribe's vote for weighted voting pursuant to Section 5 for any given year shall correspond to the tribe's cost share for that year relative to the cost shares contributed by the other Parties for that year.

4.7 The ***Snoqualmie Watershed Forum*** shall oversee the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.

4.8 The ***Snoqualmie Watershed Forum*** shall review and evaluate the performance of the Service Provider to this Agreement every other year starting in 2027, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this agreement.

4.9 The ***Snoqualmie Watershed Forum*** may contract with similar watershed forum bodies, including the ***Recovery Forum*** or any other entities for any lawful purpose related hereto. The Parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.

4.10 Those Parties that are members of the ***Recovery Forum*** shall participate in regular meetings of the ***Recovery Forum*** to the extent possible in light of constraints on the availability of staff and elected officials. The ***Snoqualmie Watershed Forum*** may elect to designate a representative of the Parties to participate in the ***Recovery Forum*** on a regular basis.

4.11 The ***Snoqualmie Watershed Forum*** shall adopt rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The ***Snoqualmie Watershed Forum*** shall make decisions, approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:

- 5.1 Decisions shall be made using a consensus model as much as possible that includes all **WRIA 7 ILA Parties** and **Stakeholder** representatives. Each **Party** and **Stakeholder** representative agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Parties** and **Stakeholder** representatives. If unanimous agreement of **Parties** and **Stakeholder** representatives cannot be reached then the **WRIA 7 ILA Parties** may reach a decision by a majority recommendation with a minority report. Any **WRIA 7 ILA Party** who does not accept a majority decision may request weighted voting as set forth below.
- 5.2 During the course of decision-making, a **WRIA 7 ILA Party** or **Stakeholder** representative may call for a non-binding “roll call” vote.
- 5.3 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Snoqualmie Watershed Forum**, the **Snoqualmie Watershed Forum** shall take action on a dual-majority basis, as follows:
 - 5.3.1 Each **WRIA 7 ILA Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **Snoqualmie Watershed Forum** action.
 - 5.3.2 The weighted vote of each **WRIA 7 ILA Party** in relation to the weighted votes of each of the other **WRIA 7 ILA Parties** shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.6 in the year in which the vote is taken.
 - 5.3.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the **WRIA 7 ILA Parties** and by a majority of the weighted votes of the Parties.
 - 5.3.4 **Stakeholder** representatives shall not cast votes made pursuant to Section 5.3.

6. OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.

- 6.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **Snoqualmie Watershed Forum** under this Agreement, including all such obligations related to the **Snoqualmie Watershed Forum** funding, technical support, and participation in related planning, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.
- 6.2 Staff from each of the Parties shall meet at least annually to develop a proposed annual work program, coordinate implementation of the Salmon Conservation Plan

and other watershed actions, and develop proposals for consideration by the ***Snoqualmie Watershed Forum***.

6.3 No later than October 1 of each year of this Agreement, the ***Snoqualmie Watershed Forum*** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual Parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning activities within the Snoqualmie Watershed and WRIA 7. The Parties shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than the end of the fiscal year. Parties to this Agreement may elect to secure grant funding to meet their individual obligations.

6.4 Funds collected from the Parties or other sources on behalf of the ***Snoqualmie Watershed Forum*** shall be maintained in a special fund by King County as ***Fiscal Agent*** and as *ex officio* treasurer on behalf of the ***Snoqualmie Watershed Forum*** pursuant to rules and procedures established and agreed to by the ***Snoqualmie Watershed Forum*** and King County. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.

6.5 Any Party may inspect and review all records maintained in connection with such fund at any reasonable time.

7. **LATECOMERS.** ***Eligible Governments*** which have not become a Party to this Agreement may become a Party by obtaining written consent of all the ***WRIA 7 ILA Parties***. The provisions of Section 5 otherwise governing decisions of the ***Snoqualmie Watershed Forum*** shall not apply to this section. The ***WRIA 7 ILA Parties*** and any ***Eligible Governments*** seeking to become a Party shall jointly determine the terms and conditions under which the government may become a Party, which terms and conditions shall include payment by such government to the ***Snoqualmie Watershed Forum***, of the amount determined jointly by the ***WRIA 7 ILA Parties*** and the government to represent such government's fair and proportionate share of all costs associated with activities undertaken by the ***Snoqualmie Watershed Forum*** as of the date the government becomes a Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties to this Agreement.

8. **TERMINATION.**

- 8.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating Party, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating Party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that have been incurred on behalf of such terminating Party up to the effective date of such termination. It is possible that the makeup of the Parties to this Agreement may change from time to time. Regardless of any such changes, the Parties choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the ***Snoqualmie Watershed Forum*** as reflected in the annual budget.
- 8.2 This Agreement may be terminated in its entirety at any time by the written agreement of all Parties.

9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law as to city and county governments, and federal law as governing to tribes, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 8.

10. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities or liabilities under the ESA, or any other

act, statute, regulation, or ordinance of any local municipality or government, the State of Washington, or the United States.

11. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the ***Salmon Conservation Plan*** developed pursuant to this Agreement.
12. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any Party to this Agreement which is not a party to such decision or agreement.
13. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the Recovery Forum, National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or, the State of Washington, or to form the basis for any liability on the part of the ***Snoqualmie Watershed Forum*** or any of the Parties, or their officers, elected officials, agents and employees, to any third party.
14. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.
15. **COUNTERPARTS.** This Agreement may be executed in counterparts.
16. **APPROVAL BY PARTIES' GOVERNING BODIES.** This Agreement has been authorized and approved for execution by each Party's governing body.
17. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

18. **FILING OF AGREEMENT**. This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

KING COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF CARNATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form: CITY OF DUVALL

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Approved as to form:

CITY OF NORTH BEND

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SNOQUALMIE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form: SNOQUALMIE TRIBE

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Approved as to form: TOWN OF SKYKOMISH

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Approved as to form: **TULALIP TRIBES**

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Exhibit A: 2025 Snoqualmie Watershed Forum Cost-Share
Regional Watershed Funding

2025 ILA Budget Estimate:

\$ 725,968

Jurisdiction	2023 Estimated Population ¹	2024 Total Assessed Value (AV)		2024 Land Area (Square Miles) ²		Average of Population, AV & Area ³	2025 Cost Shares Based on Population, AV & Area	2025 Cost Shares with 10% City Contributions ⁴
Carnation	2,225	3.10%	\$644,558,884	2.45%	1.17	0.18%	1.91%	\$ 12,657 \$ 1,266
Duvall	8,530	11.87%	\$2,433,128,528	9.26%	2.44	0.37%	7.17%	\$ 47,524 \$ 4,752
King County	38,292	53.31%	\$15,232,023,237	58.00%	650.46	97.63%	69.64%	\$ 461,727 \$ 461,727
North Bend	8,120	11.30%	\$2,909,389,677	11.08%	4.43	0.66%	7.68%	\$ 50,930 \$ 5,093
Snoqualmie	14,500	20.19%	\$4,989,641,822	19.00%	7.42	1.11%	13.43%	\$ 89,054 \$ 8,905
Skykomish	165	0.23%	\$55,002,900	0.21%	0.33	0.05%	0.16%	\$ 1,081 \$ 108
Snoqualmie Tribe							\$ 6,497	\$ 6,497
Tulalip Tribes							\$ 6,497	\$ 6,497
WRRA 7 Total	71,832	100%	\$26,263,745,048	100%	666.2	100%	100%	\$ 675,968 \$ 494,845

NOTES

1. King County population estimates by jurisdiction sourced from Washington Office of Financial Management (OFM). Jurisdictions entirely within WRRA 7 were assigned the OFM estimate. Parcels were assigned to jurisdictions based on the location of the parcel centerpoint.
2. King County land area excludes the South Fork Tolt River basin, the Alpine Lakes Wilderness, and those portions of the City of Sammamish that are within WRRA 7.
3. Information on population, assessed value, and land area is based on most recent data available. Per the draft 2026 Interlocal Agreement (ILA), these numbers will be updated every third year. This cost share allocation is based on 2023-2024 data and will be used in 2025, 2026 and 2027.
4. Annual grants and cost-savings from prior years make up the balance of the Forum budget.



Working together
for salmon
recovery and
watershed health.

Carnation

Duvall

King County

North Bend

Skykomish

Snoqualmie

Snoqualmie Tribe

Tulalip Tribes

MEMORANDUM

DATE: March 3, 2025



TO:
City of Carnation
City of Duvall
City of North Bend
City of Snoqualmie
Snoqualmie Tribe
Town of Skykomish
Tulalip Tribes

FROM: Elissa Ostergaard, Salmon Recovery Manager, Snoqualmie Watershed Forum

RE: Transmittal of 2026-2035 Interlocal Agreement for the Snoqualmie Watershed Forum for Council Approval and Signatures

The Interlocal Agreement (ILA) between King County, Snoqualmie Tribe, Tulalip Tribes, the cities of Carnation, Duvall, North Bend and Snoqualmie and the Town of Skykomish was approved for transmittal to Councils for signatures by the Snoqualmie Watershed Forum on January 15, 2025. The ILA will extend this successful partnership for another ten years to December 31, 2035. I encourage each Council to take the necessary action to approve this new agreement before the end of July 2025. Following approval, please contact me to arrange for gathering electronic signatures using DocuSign.

The Snoqualmie Watershed Forum has been operating under consecutive ILAs since 2001 to jointly guide and implement actions for salmon recovery and watershed health in the King County portion of the Snohomish Basin, specifically in the Snoqualmie and South Fork Skykomish watersheds. This partnership has resulted in development of the Snohomish River Basin Salmon Conservation Plan in 2005 and the Snohomish Basin Protection plan in 2015; recommended over \$18 million to habitat, water quality, flood hazard reduction, and stewardship projects in the basin; fostered relationships and collaborative projects between landowners, non-governmental organizations, local governments and tribes; and representation of watershed priorities in regional processes with the Snohomish Basin Salmon Recovery Forum, Puget Sound Partnership, Sno-Stilly Local Integrated Organization, Department of Ecology's WRIA 7 Water Resource Enhancement Committee, Snoqualmie Fish Farm Flood, the Washington State Legislature and others.

The new 2026 ILA is largely consistent with the current ILA, with a few substantive changes made to streamline governance of the Snoqualmie Watershed Forum and make the document more consistent with the salmon recovery ILAs for the Lake Washington-Cedar-

Council Packet May 6, 2025

Representative Tharinger

February 3, 2025

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Sammamish Salmon Recovery Council (WRIA 8) and the Green/Duwamish Watershed Ecosystem Forum (WRIA 9). This ILA was developed over the course of six months, and all eight parties to the agreement, along with their attorneys, were engaged via email and had opportunities to provide comment and discuss provisions at four meetings between September 2024 and January 2025.

Please contact me at (206) 477-4792 or elissa.ostergaard@kingcounty.gov if I can be of assistance.

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Snoqualmie and South Fork Skykomish 2026 Interlocal Agreement

Summary of Changes and Renewal Process, Snoqualmie Watershed Forum Interlocal Agreement for 2026-2035

The current Interlocal Agreement (ILA) that creates the partnership known as the Snoqualmie Watershed Forum (Forum) between King County, the cities of Carnation, Duvall, North Bend and Snoqualmie, the Snoqualmie Tribe, Tulalip Tribes, and the Town of Skykomish is set to expire on December 31, 2025. A new ILA for 2026-2035 was renegotiated in 2024 by the ILA signatory tribes and jurisdictions and approved by the Forum. The new ILA will govern the Forum's purpose, operations and cost share arrangements.

Beginning in July 2024, Forum staff at King County, as the service provider, worked with staff and elected representatives from each of the eight signatories to the agreement to identify primary contact people from each tribe and jurisdiction who were then responsible for coordinating review. The initial draft was circulated to the eight parties in July 2024 for review by staff and attorneys, and comments from Snoqualmie Tribe and City of Snoqualmie were subsequently incorporated. The second draft was distributed to the parties on August 15 and then discussed at a virtual meeting on September 9. The second draft was also reviewed and discussed at the Snoqualmie Watershed Forum meeting on September 18. The third draft was distributed by email on September 27 along with a survey on several provisions of the agreement where consensus had not yet been reached. Five of the eight parties then met with me on October 29 and arrived at consensus on the remaining provisions of the agreement. On November 6 the parties were sent the final draft ILA and offered an opportunity to meet individually or as a group with King County attorney Mike Graves, and all declined. The final November 6 draft was approved by the Forum on January 15, 2025. The Forum is now transmitting the ILA to each member jurisdiction for council approval.

The ILA's primary purpose remains to be coordinating salmon recovery and watershed health efforts in the Snoqualmie and South Fork Skykomish basins. The 2026 ILA is largely consistent with the current ILA, with a few minor changes made to streamline governance of the Snoqualmie Watershed Forum and make the document more consistent with the King County's ILAs for the Cedar-Lake Washington-Lake Sammamish Watershed Council (WRIA 8) and the Green/Duwanish Watershed Ecosystem Forum (WRIA 9). Following is a summary of the substantive changes between the current ILA and the 2026 ILA.

SECTION 1. Definitions

- Section 1.2 – The WRIA 7 ILA Parties definition was revised to specify these are the groups responsible for signing and implementing the agreement.
- Section 1.3 - The Snoqualmie Watershed Forum definition was revised to clarify that all members of the Snoqualmie Watershed Forum are responsible for its governance.
- Section 1.7 - Added state and local agencies and special purpose districts as eligible Stakeholder members to the Forum.
- Section 1.8 - New definition for Fiscal Agent, which performs accounting services on behalf of the Snoqualmie Watershed Forum.

SECTION 2. Purposes

- Section 2.6 – Changed the word “citizen” to “resident” since residents who participate as members of the Snoqualmie Watershed Forum are not required to be citizens of the United States.

- Specified that nothing in the ILA shall waive the sovereign immunity of the Tribal government Parties.

SECTION 3. Effective Date and Term

- Removed the date since the agreement will be executed when King County and at least two other Parties have filed their signatures with King County. Excluding the date allows flexibility – if the ILA should expire before the next one is executed, it could be extended as needed.
- Added references to RCW 39.34.040 and .200, which authorize this agreement.

SECTION 4. Organization and Membership of the Snoqualmie Watershed Forum

- Replaced “ex officio members,” an undefined term, with the defined term “Stakeholder representatives.”
- Section 4.1 - Removed the requirement that if a Party appoints a non-elected official, they must designate in writing whether their representative can vote on behalf of the Party.
- Section 4.2 - Changed the number of Stakeholder representatives from five to “at least five” to allow additional members to be added without having to change the language of the ILA.
- Removed the list of Stakeholder representatives and who is responsible for appointing them. This list will be moved to the Memorandum of Understanding (MOU), which is signed by the Director of King County Department of Natural Resources and Parks and the Chair of the Snoqualmie Watershed Forum, and thus easier to change than the ILA. Parties agreed that at least one resident member should reside in unincorporated King County, and this will be stipulated in the MOU.
- Section 4.3 – Removed term limits for Party representatives. Term limits for Stakeholder representatives will be removed from the ILA and included in the MOU.
- Section 4.4 – Added the option for any subset of Parties to purchase additional cost share services from the service provider under this agreement with a new MOU.
- Section 4.8 – Changed the performance evaluation interval to every two years instead of every year.

SECTION 5. Voting

Section 5.1 – Deleted references to undefined terms such as “members” and replaced with defined terms.

SECTION 6. Obligations of Parties; Budget; Fiscal Agent; Rules

6.2 – Deleted a sentence about the primary obligations of the Parties because it was redundant with the statement in 6.1 with a slightly lesser set of obligations. Specified that staff from each of the Parties meet at least once per year to develop a proposed work program and other proposals for consideration by the Snoqualmie Watershed Forum.

SECTION 7. Latecomers

Removed any deadline for eligible governments to become Party to the ILA.

SECTION 8. Termination

Changed the annual deadline for an individual Party to provide written notice of its intent to terminate participation from 30 to 60 days prior to the first of the year to allow the other Parties to adjust their cost shares accordingly.

SECTION 18. Filing of Agreement

- Added this section to specify it shall be filed with King County in accordance with the provisions of RCW 39.34.040 and .200 and the terms of Section 3 of the ILA.



City Council Agenda Bill

SUBJECT:	Agenda Date: May 6, 2025	AB25-039
Resolution Accepting Bids and Awarding Construction Contract for the North Bend Bridge 1135-3 & Bridge 1135-4 Deck Repair and Overlay Project to Massana Construction Inc.	Department/Committee/Individual	
Cost Impact: \$1,916,287.40	Mayor Mary Miller	
Fund Source: 100% federally funded for Bridge 1135-3 and 100% locally funded for Bridge 1135-4 with 2025 Street Overlay – Preservations Funds (Fund 103)	Interim City Administrator – Bob Larson	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	X

Attachments: Resolution, Bid Tabulation, Vicinity Map

SUMMARY STATEMENT:

The City of North Bend owns and maintains Bridges 1135-3 (North Bend Way Bridge over South Fork Snoqualmie River) and 1135-4 (North Bend Way Bridge over Ribary Creek just west of Bridge 1135-3) and both are in need of deck repairs and grind/overlay work. There are many potholes on and between these two bridges along with near failing bridge joints and bridge approaches which are starting to sink.

During North Bend's January 3, 2023 City Council meeting, the Council accepted a Federal Bridge Program grant in the amount of \$1,912,000 with a zero local match requirement for design and construction of bridge deck repairs and grind/overlay work for North Bend Bridge 1135-3.

Bridge 1135-4 was not eligible for federal funding due to its size (does not meet federal requirement for minimum length), thus deck repairs and grind/overlay work for this project would need to be covered with local funds. It made sense to do both bridges at the same time for economies of scale.

The work shall consist of, but is not limited to, removal and replacement of the existing asphalt overlay on the bridge decks, deck repair as needed, expansion joint replacement on Bridge 1135-3, removal and replacement of the existing asphalt between the two bridges, approach settlement remediation at each end of the bridges, guardrail improvements, concrete barrier repair, bridge cleaning, traffic control, and other work as required to complete the Project.

Bids to the City were due by 11:00 a.m., Wednesday April 16th, and two (2) bids were received. A bid tabulation is attached. The engineer's estimate for Bridge 1135-3 and 1135-4 was \$1,118,384 and \$424,862 respectively for a total of \$1,543,246. Massana Construction Inc. was the low bidder and their bid for Bridge 1135-3 and 1135-4 was \$1,369,647.85 and \$546,639.55 respectively for a total of \$1,916,287.40 including all applicable taxes.

Bridge Deck 1135-3 will be completely funded with federal funds. Bridge Deck 1135-4 will be funded with the City's 2025 Street Overlay – Preservation Funds (Fund 103).

Since this project has federal funds and the City is not a certified agency, we have worked with WSDOT Local Programs to obtain award concurrence for this project. City staff have conducted the appropriate background checks on Massana Construction Inc. and recommend award of the contract to Massana Construction Inc.

City Council Agenda Bill

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 April 22, 2025 meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB25-039, a resolution accepting bids and awarding the construction contract for the North Bend Bridge 1135-3 & Bridge 1135-4 Deck Repair and Overlay Project to Massana Construction Inc.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 6, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE NORTH BEND BRIDGE 1135-3 & BRIDGE 1135-4 DECK REPAIR AND OVERLAY PROJECT

WHEREAS, during North Bend's January 3, 2023 City Council meeting, the Council accepted a federal bridge program grant in the amount of \$1,912,000 with a zero local match requirement for design and construction of bridge deck repairs and grind/overlay work for North Bend Bridge 1135-3; and

WHEREAS, Bridge 1135-4 was not eligible for federal funding due to its size, thus deck repairs and grind/overlay work for this project would need to be covered with local funds; and

WHEREAS, the City wanted to do both bridges at the same time to take advantage of economies of scale; and

WHEREAS, the work shall consist of, but is not limited to, removal and replacement of the existing asphalt overlay on the bridge decks, deck repair as needed, expansion joint replacement on Bridge 1135-3, removal and replacement of the existing asphalt between the two bridges, approach settlement remediation at each end of the bridges, guardrail improvements, concrete barrier repair, bridge cleaning, traffic control, and other work as required to complete the project; and

WHEREAS, the project is funded with a federal grant and 2025 Street Overlay – Preservation Funds; and

WHEREAS, bid documents were advertised and posted on Builders Exchange of Washington as required and the City accepted bids up until Wednesday April 16th, 2025 at 11:00 a.m.; and

WHEREAS, the City received bids from two (2) contractors with the lowest bid coming from Massana Construction Inc. in the amount of \$1,916,287.40 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 North Bend Bridge 1135-3 & Bridge 1135-4 Deck Repair and Overlay Project are accepted.

Section 2. The construction contract for the North Bend Bridge 1135-3 & Bridge 1135-4 Deck Repair and Overlay Project is awarded to Massana Construction Inc., in the amount of \$1,916,287.40 including all applicable taxes, in a form and content approved by the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF
MAY, 2025.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

City of North Bend

North Bend Bridge 1135 No. 3 & 4 Deck Replacement

BID OPENING TIME: April; 16, 2025 11:00 AM

PROJECT ENGINEER: Tom Mohr, PE

CONSULTING ENGINEER: Parametric

Prepared By: Mike Mayen

Checked By: Tom Mohr

							1		2				
Schedule A - STA 1491+56 to 1499+48.12: Bridge 3 and B/W Bridge 3 & 4				Engineer's Estimate		Average of All Bids		Massana Construction		Combined Construction			
Item No.	SCHEDULE OF BID ITEMS		Quantity	Units	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	
A-1	Minor Change (SS 1-04)		1	CALC	\$10,000.00	\$ 10,000.00	\$ 10,000.00	10000	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
A-2	Structure Surveying (SP 1-05)		1	LS	\$17,000.00	\$ 17,000.00	\$ 10,802.50	10802.5	\$ 8,645.00	\$ 8,645.00	\$ 12,960.00	\$ 12,960.00	
A-3	Mobilization (SS 1-09)		1	LS	\$100,762.00	\$ 100,762.00	\$ 160,000.00	160000	\$ 200,000.00	\$ 200,000.00	\$ 120,000.00	\$ 120,000.00	
A-4	Traffic Control Supervisor (SP 1-10)		110	HR	\$105.00	\$ 11,550.00	\$ 97.50	10725	\$ 105.00	\$ 11,550.00	\$ 90.00	\$ 9,900.00	
A-5	Other Traffic Control Labor (SS 1-10)		210	HR	\$95.00	\$ 19,950.00	\$ 80.50	16905	\$ 81.00	\$ 17,010.00	\$ 80.00	\$ 16,800.00	
A-6	Portable Changeable Message Sign (SS 1-10)		3060	HR	\$6.00	\$ 18,360.00	\$ 7.50	22950	\$ 10.00	\$ 30,600.00	\$ 5.00	\$ 15,300.00	
A-7	Patrol and Maintain Traffic Control Measures (SS 1-10)		230	HR	\$95.00	\$ 21,850.00	\$ 92.50	21275	\$ 105.00	\$ 24,150.00	\$ 80.00	\$ 18,400.00	
A-8	Pedestrian Traffic Control (SS 1-10)		1	LS	\$25,690.00	\$ 25,690.00	\$ 30,100.00	30100	\$ 30,000.00	\$ 30,000.00	\$ 30,200.00	\$ 30,200.00	
A-9	Other Temporary Traffic Control Devices (SS 1-10)		1	LS	\$37,100.00	\$ 37,100.00	\$ 61,000.00	61000	\$ 58,000.00	\$ 58,000.00	\$ 64,000.00	\$ 64,000.00	
A-10	Workzone Safety Contingency (SP 1-10)		1	FA	\$9,600.00	\$ 9,600.00	\$ 9,600.00	9600	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00	
A-11	Clearing and Grubbing (SS 2-01)		1	LS	\$2,500.00	\$ 2,500.00	\$ 6,600.00	6600	\$ 8,200.00	\$ 8,200.00	\$ 5,000.00	\$ 5,000.00	
A-12	Sawcutting (SP 2-02)		150	LF	\$10.00	\$ 1,500.00	\$ 14.00	2100	\$ 18.00	\$ 2,700.00	\$ 10.00	\$ 1,500.00	
A-13	Roadway Excavation Incl. Haul (SS 2-03)		175	CY	\$75.00	\$ 13,125.00	\$ 97.00	16975	\$ 75.00	\$ 13,125.00	\$ 119.00	\$ 20,825.00	
A-14	Gravel Borrow Incl. Haul (SS 2-03)		105	TON	\$60.00	\$ 6,300.00	\$ 167.50	17587.5	\$ 130.00	\$ 13,650.00	\$ 205.00	\$ 21,525.00	
A-15	Crushed Surfacing Top Course (SS 4-04)		2	TON	\$500.00	\$ 1,000.00	\$ 202.50	405	\$ 200.00	\$ 400.00	\$ 205.00	\$ 410.00	
A-16	Crushed Surfacing Base Course (SS 4-04)		106	TON	\$100.00	\$ 10,600.00	\$ 188.00	19928	\$ 170.00	\$ 18,020.00	\$ 206.00	\$ 21,836.00	
A-17	HMA Cl. 1/2 In PG 54H-22 Fiber Reinforced (SP 5-04)		786	TON	\$300.00	\$ 235,800.00	\$ 250.00	196500	\$ 200.00	\$ 157,200.00	\$ 300.00	\$ 235,800.00	
A-18	Commercial HMA (SP 5-04)		6	TON	\$120.00	\$ 720.00	\$ 650.00	3900	\$ 500.00	\$ 3,000.00	\$ 800.00	\$ 4,800.00	
A-19	Planing Bituminous Pavement (SP 5-04)		1825	SY	\$15.00	\$ 27,375.00	\$ 18.00	32850	\$ 9.00	\$ 16,425.00	\$ 27.00	\$ 49,275.00	
A-20	Expansion Joint Modification - RCS and Header (SP 6-02)		172	LF	\$315.00	\$ 54,180.00	\$ 675.00	116100	\$ 850.00	\$ 146,200.00	\$ 500.00	\$ 86,000.00	
A-21	Removing Existing Overlay From Bridge Deck No. 1135/3 (SS 6-08)		2699	SY	\$40.00	\$ 107,960.00	\$ 32.50	87717.5	\$ 25.00	\$ 67,475.00	\$ 40.00	\$ 107,960.00	
A-22	Bridge Deck Repair Br. No. 1135/3 (SS 6-08)		1215	SF	\$140.00	\$ 170,100.00	\$ 100.00	121500	\$ 150.00	\$ 182,250.00	\$ 50.00	\$ 60,750.00	
A-23	Waterproof Membrane Br. No. 1135/3 (SS 6-08)		2699	SY	\$38.00	\$ 102,562.00	\$ 45.00	121455	\$ 50.00	\$ 134,950.00	\$ 40.00	\$ 107,960.00	
A-24	Temporary Barrier (SS 6-10)		1576	LF	\$30.00	\$ 47,280.00	\$ 72.50	114260	\$ 58.00	\$ 91,408.00	\$ 87.00	\$ 137,112.00	
A-25	Pressure Washing (SP 8-05)		1	LS	\$11,250.00	\$ 11,250.00	\$ 82,461.00	82461	\$ 80,922.00	\$ 80,922.00	\$ 84,000.00	\$ 84,000.00	
A-26	Raised Pavement Marker Type 2 (SS 8-09)		0	Hund	\$5,000.00	\$ 1,500.00	\$ 1,987.50	59625	\$ 1,200.00	\$ 360.00	\$ 2,775.00	\$ 832.50	
A-27	Beam Guardrail Type 31 Non-Flared Terminal (SS 8-11)		2	EA	\$6,000.00	\$ 12,000.00	\$ 5,375.00	10750	\$ 4,300.00	\$ 8,600.00	\$ 6,450.00	\$ 12,900.00	
A-28	Beam Guardrail Transition Section Type 24 (SP 8-11)		2	EA	\$5,000.00	\$ 10,000.00	\$ 3,592.50	7185	\$ 2,875.00	\$ 5,750.00	\$ 4,310.00	\$ 8,620.00	
A-29	Removing Guardrail (SS 8-11)		54	LF	\$40.00	\$ 2,160.00	\$ 20.00	1080	\$ 16.00	\$ 864.00	\$ 24.00	\$ 1,296.00	
A-30	Temporary Impact Attenuator (SS 8-17)		1	EA	\$7,500.00	\$ 7,500.00	\$ 7,250.00	7250	\$ 5,800.00	\$ 5,800.00	\$ 8,700.00	\$ 8,700.00	
A-31	Resetting Impact Attenuator (SS 8-17)		1	EA	\$3,000.00	\$ 3,000.00	\$ 4,000.00	4000	\$ 3,200.00	\$ 3,200.00	\$ 4,800.00	\$ 4,800.00	
A-32	Permanent Signing (SP 8-21)		1	LS	\$3,300.00	\$ 3,300.00	\$ 4,300.00	4300	\$ 3,600.00	\$ 3,600.00	\$ 5,000.00	\$ 5,000.00	
A-33	Paint Line (SS 8-22)		3505	LF	\$3.00	\$ 10,515.00	\$ 0.99	3452.425	\$ 0.77	\$ 2,698.85	\$ 1.20	\$ 4,206.00	
A-34	Plastic Traffic Arrow (SS 8-22)		4	EA	\$500.00	\$ 2,000.00	\$ 437.50	1750	\$ 425.00	\$ 1,700.00	\$ 450.00	\$ 1,800.00	
A-35	Removing Paint Line (SS 8-22)		365	LF	\$3.00	\$ 1,095.00	\$ 5.25	1916.25	\$ 3.00	\$ 1,095.00	\$ 7.50	\$ 2,737.50	
A-36	Removing Plastic Traffic Marking (SS 8-22)		2	EA	\$600.00	\$ 1,200.00	\$ 256.50	513	\$ 250.00	\$ 500.00	\$ 263.00	\$ 526.00	
	Bid Total		\$ 1,118,384.00	Avg Bid Total		\$ 1,336,489.43	Bid Total		\$ 1,369,647.85	Bid Total		\$ 1,303,331.00	
							1		2				
Schedule B - STA 1489+64 to 1491+56: Bridge 4				Engineer's Estimate		Average of All Bids							
Item No.	SCHEDULE OF BID ITEMS		Quantity	Units	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	
B-1	Minor Change (SS 1-04)		1	CALC	\$10,000.00	\$ 10,000.00	\$ 10,000.00	10000	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
B-2	Structure Surveying (SP 1-05)		1	LS	\$6,000.00	\$ 6,000.00	\$ 7,550.00	7550	\$ 6,040.00	\$ 9,060.00	\$ 9,060.00	\$ 9,060.00	
B-3	Mobilization (SS 1-09)		1	LS	\$39,169.00	\$ 39,169.00	\$ 72,463.00	72463	\$ 74,926.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	
B-4	Traffic Control Supervisor (SP 1-10)		50	HR	\$105.00	\$ 5,250.00	\$ 97.50	4875	\$ 105.00	\$ 5,250.00	\$ 90.00	\$ 4,500.00	
B-5	Other Traffic Control Labor (SS 1-10)		90	HR	\$95.00	\$ 8,550.00	\$ 80.50	7245	\$ 81.00	\$ 7,290.00	\$ 80.00	\$ 7,200.00	
B-6	Portable Changeable Message Sign (SS 1-10)		1310	HR	\$6.00	\$ 7,860.00	\$ 7.50	9825	\$ 10.00	\$ 13,100.00	\$ 5.00	\$ 6,550.00	
B-7	Patrol and Maintain Traffic Control Measures (SS 1-10)		100	HR	\$95.00	\$ 9,500.00	\$ 92.50	9250	\$ 105.00	\$ 10,500.00	\$ 80.00	\$ 8,000.00	
B-8	Pedestrian Traffic Control (SS 1-10)		1	LS	\$11,010.00	\$ 11,010.00	\$ 14,062.50	14062.5	\$ 15,000.00	\$ 15,000.00	\$ 13,125.00	\$ 13,125.00	
B-9	Other Temporary Traffic Control Devices (SS 1-10)		1	LS	\$15,900.00	\$ 15,900.00	\$ 30,500.00	30500	\$ 29,000.00	\$ 29,000.00	\$ 32,000.00	\$ 32,000.00	
B-10	Workzone Safety Contingency (SP 1-10)		1	FA	\$4,200.00	\$ 4,200.00	\$ 4,200.00	4200	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	
B-11	Clearing and Grubbing (SS 2-01)		1	LS	\$2,500.00	\$ 2,500.00	\$ 6,638.50	6638.5	\$ 8,277.00	\$ 8,277.00	\$ 5,000.00	\$ 5,000.00	
B-12	Sawcutting (SP 2-02)		150	LF	\$10.00	\$ 1,500.00	\$ 14.00	2100	\$ 18.00	\$ 2,700.00	\$ 10.00	\$ 1,500.00	
B-13	Removing Portion of Existing Structure - Bridge No. 1135-4 Barrier (SP 2-02)		1	LS	\$3,000.00	\$ 3,000.00	\$ 12,500.00	12500	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
B-14	Roadway Excavation Incl. Haul (SS 2-03)		175	CY	\$75.00	\$ 13,125.00	\$ 97.00	16975	\$ 75.00	\$ 13,125.00	\$ 119.00	\$ 20,825.00	
B-15	Gravel Borrow Incl. Haul (SS 2-03)		105	TON	\$60.00	\$ 6,300.00	\$ 167.50	17587.5	\$ 130.00	\$ 13,650.00	\$ 205.00	\$ 21,525.00	
B-16	Crushed Surfacing Top Course (SS 4-04)		2	TON	\$500.00	\$ 1,000.00	\$ 202.50	405	\$ 200.00	\$ 400.00	\$ 205.00	\$ 410.00	
B-17	Crushed Surfacing Base Course (SS 4-04)		106	TON	\$100.00	\$ 10,600.00	\$ 188.00	19928	\$ 170.00	\$ 18,020.00	\$ 206.00	\$ 21,836.00	
B-18	HMA Cl. 1/2 In PG 54H-22 Fiber Reinforced (SP 5-04)		249	TON	\$300.00	\$ 74,700.00	\$ 250.00	62250	\$ 200.00	\$ 49,800.00	\$ 300.00	\$ 74,700.00	
B-19	Commercial HMA (SP 5-04)		6	TON	\$120.00	\$ 720.00	\$ 650.00	3900	\$ 500.00	\$ 3,000.00	\$ 800.00	\$ 4,800.00	
B-20	Planing Bituminous Pavement (SP 5-04)		175	SY	\$15.00	\$ 2,625.00	\$ 34.00	5950	\$ 8.00	\$ 1,400.00	\$ 60.00	\$ 10,500.00	
B-21	Removing Existing Overlay From Bridge Deck No. 1135/4 (SS 6-08)		936	SY	\$40.00	\$ 37,440.00	\$ 32.50	30420	\$ 25.00	\$ 23,400.00	\$ 40.00	\$ 37,440.00	
B-22	Bridge Deck Repair Br. No. 1135/4 (SS 6-08)		422	SF	\$140.00	\$ 59,080.00	\$ 100.00	42200	\$ 150.00	\$ 63,300.00	\$ 50.00	\$ 21,100.00	
B-23	Waterproof Membrane Br. No. 1135/4 (SS 6-08)		936	SY	\$38.00	\$ 35,568.00	\$ 45.00	42120	\$ 50.00	\$ 46,800.00	\$ 40.00	\$ 37,440.00	
B-24	Bridge Barrier Repair Br. No. 1135/4 (SS 6-10)		1	LS	\$3,000.00	\$ 3,000.00	\$ 37,500.00	37500	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	
B-25	Temporary Barrier (SS 6-10)		492	LF	\$30.00	\$ 14,760.00	\$ 72.50	35670	\$ 58.00	\$ 28,536.00	\$ 87.00	\$ 42,804.00	
B-26	Pressure Washing (SP 8-05)		1	LS	\$3,750.00	\$ 33,500.00	\$ 25,000.00	33500	\$ 25,000.00	\$ 25,000.00	\$ 42,000.00	\$ 42,000.00	
B-27	Raised Pavement Marker Type 2 (SS 8-09)		0	Hund	\$5,000.00	\$ 300.00	\$ 1,987.50	119.25	\$ 1,200.00	\$ 72.00	\$ 2,775.00	\$ 166.50	
B-28	Beam Guardrail Type 31 (SS 8-11)		125	LF	\$60.00	\$ 7,500.00	\$ 66.00	8250	\$ 53.00	\$ 6,625.00	\$ 79.00	\$	

North Bend Way Bridge Deck Repair Project
Vicinity Map



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Notes:

Date: 4/14/2025





City Council Agenda Bill

SUBJECT:	Agenda Date: May 6, 2025	AB25-040
Motion Authorizing Supplement 2 with Parametrix for Construction Management and Inspection Services for the North Bend Bridge 1135-3 Deck Repair and Overlay Project	Department/Committee/Individual	
Cost Impact: \$162,475.63	Mayor Mary Miller	
Fund Source: 100% federal funds	Interim City Administrator – Bob Larson	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	X
Attachments: Scope of Work, Fee, Vicinity Map		
SUMMARY STATEMENT:		
As part of the North Bend Bridge 1135-3 & Bridge 1135-4 Deck Repair and Overlay Project specialty inspection work on the bridges is required. City staff lack the expertise necessary for this type of work and the available time to inspect and document this project to meet all the requirements that come with the federal funding.		
Parametrix provided design services for this project. As part of the RFQ process staff went through selecting them for these services, the option of using them for construction management and inspection services was also available. Parametrix is a large local engineering firm with experienced staff capable of performing this work. City staff will supplement the current design agreement for these construction management and inspection services. Scope of work and fee are attached.		
Construction Management and Inspection services for Bridge 1135-3 will be covered 100% with federal funds.		
City staff recommend approval of this supplement to the design contract.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the April 22, 2025 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB25-040, authorizing the Mayor to execute Supplement 2 with Parametrix for construction management and inspection services for the North Bend Bridge 1135-3 Deck Repair and Overlay Project, in an amount not to exceed \$162,475.63, in a form and content approved by the City Attorney.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 6, 2025		



SCOPE OF WORK

City of North Bend Bridge 3 Deck Repair and Overlay Project

INTRODUCTION

The City of North Bend (City) was awarded federal funding through the Washington State Department of Transportation (WSDOT) Local Bridge Program for Bridge 1135-3 (Bridge 3) deck repairs. The repairs will consist of overlay removal and replacement, miscellaneous bridge deck repairs as needed, bridge joint repairs and/or replacement, approach settlement repairs, and a bridge construction load rating. Other tasks include environmental permitting, and traffic control. The City has requested Parametrix (Consultant) to develop Plans, Specifications, and an Estimate (PS&E) for the bridge deck repair project (Project).

Bridge 4 is another City-owned bridge just west of Bridge 3. The bridge spans over Ribary Creek and was constructed at the same time as Bridge 3. It is also in need of an overlay replacement. To leverage the two projects the City plans to advertise both bridges under a single construction contract in the form of a Tied Bid. However, both the design and construction funding for each bridge will be separate; Bridge 3 will be federally funded through WSDOT Local Programs and Bridge 4 will be funded by the City. Therefore, the deck repair design effort for Bridge 4 will be developed as a separate scope.

The following scope will cover the design effort for Bridge 3.

Supplemental work – Provide construction inspection and documentation support. It is expected that this work will be accomplished within 60 working days followed by two weeks of project construction closeout.

Project Assumptions

- The City will provide all available bridge as builts, inspection reports, and load ratings.
- Final Plans, Specifications, and Estimate (PS&E) will be completed in December 2023.
- The project will be delivered in accordance with WSDOT Local Agency Guidelines (LAG) Manual requirements.
- Bridge 3 and Bridge 4 will be advertised as a Tied Bid. The Tied Bid will require approval from WSDOT and will be in accordance with LAG Manual requirements.
- The Disadvantaged Business Enterprise (DBE) goal for this Project is 19%.

TASK 01 – PROJECT MANAGEMENT

Subtask 01-01 – Parametrix Project Management

Objectives

The objective of this task is to provide overall project management of the consultant contract with City.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly design team meetings with an issues list to document project design decisions.
- A Kick-off meeting involving project stakeholders, including among others the City, the design team, WSDOT, WDFW, DOE, and the Snoqualmie Tribe.
- Monthly Progress Reports – Prepare a monthly invoice for services performed.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.
- Coordinate with WSDOT Local Programs.
- Coordinate with Project stakeholders including WDFW, DOE, and the Snoqualmie Tribe.

Deliverables

Deliverables for this task include:

- Monthly progress reports enclosed with invoices.
- Weekly informal progress check-ins (e-mail).
- Meeting Agendas and Notes for the kick-off and biweekly City coordination meetings.
- Miscellaneous correspondence to document project management issues.

Assumptions

Assumptions for this task include:

- Project duration is 9 months.
- Budget assumes 18 bi-weekly meetings.

TASK 02 – ENVIRONMENTAL PERMITTING

The objective of this task is to provide environmental permitting documentation and coordination on behalf of the National Environmental Policy Act (NEPA) [Subtask 02-01] and for Washington Department of Fish and Wildlife Hydraulic Permit approval for working over a water of the state (South Fork Snoqualmie River) [Subtask 02-02].

At the local level, it is expected this project: 1) will not include wetland, stream, or floodplain work; therefore, no critical areas review or floodplain development permit is required; 2) will be exempt from SEPA threshold determination per NBMC 14.04.050(E) for maintenance of a public structure; 3) will be exempt from a right-of-way permit since the work is on behalf of public works; 4) will be exempt from shoreline substantial development permit requirement per WAC 173-27-040; 5) will be exempt from stormwater review due to no net increase in PGIS; 6) will not require a grading permit since it is not expected this work will cause any changes to the natural surface or topography by clearing, grading, filling, or drainage alteration. However, it is still the project proponent's responsibility to confirm these findings with local officials through a formal pre-application process and formally request exemptions as necessary. This activity is described in Subtask 02-03.

Subtask 02-01 – NEPA Documentation

Objective/Goal

The Bridge 3 overlay project is federally funded through the Federal Highway Administration (FHWA); therefore, we will follow the National Environmental Policy Act (NEPA) process. This will require the preparation of a NEPA Categorical Exclusion Documentation Form and the preparation of a No Effect Assessment (NEA) in compliance with Section 7 of the Endangered Species Act (ESA).

Approach

Prepare a NEPA Categorical Exclusion Documentation Form and narrative that includes a project description, purpose and need, vicinity map, site plan, and construction details. Information will be supplemented by documentation prepared on behalf of design including Subtask 3-04 for stormwater, Task 4 for geotechnical, and Task 5 traffic control. The cultural resources report prepared for the bridge scour project will be referenced as necessary. This task will also include the preparation of an ESA No Effect Letter.

Deliverables

- Draft and final NEPA Categorical Exclusion Documentation Form and narrative.
- Draft and final ESA No Effect Letter.

Assumptions

- For this scope, NEPA documentation will emphasize Bridge 3 work only, not the locally funded projects to the west, which includes repaving of roadway and Bridge 4. It is assumed the repaving project to the west of Bridge 4 can be characterized as having independent utility, and WSDOT local programs will agree with this approach.
- The project would be exempt from Section 106 review since activities are expected to be limited to resurfacing and expansion joint repair that would not be "character defining" to the bridge.
- The project will not require supplemental documentation for:
 - Noise (no vertical or horizontal changes in alignment that would trigger a noise assessment)
 - Wetland or Streams (no work in these resources)
 - Hazardous Materials (no disturbance of soils)
 - Section 4(f) or 6(f) (assumed exempt for maintenance)

- Air quality (project not in a current Environmental Protection Agency (EPA) 20-year maintenance area)
- Floodplains (no addition of impervious surface or fill)
- Groundwater (no EPA-mapped sole source aquifers in the study area)
- Recreational areas (none are identified on or near the study area)
- Environmental Justice (project can be constructed without detours)
- Energy, land use, aesthetics, or public services (paving and resurfacing will not affect)
- The City of North Bend will coordinate directly with the region's WSDOT environmental engineer.
- WSDOT local programs will concur with the City of North Bend that project activities would not individually or cumulatively have a significant environmental effect; therefore, no further NEPA documentation would be required outside of the DCE (i.e., Environmental Assessment, Environmental Impact Statement).
- According to Ecology's Federal Consistency Procedures, Washington State Coastal Zone Management Program (guidance #ECY 22-06-022), state or local agencies that receive federal assistance are not subject to review by DOE under the State Coastal Zone Management Program.
- This subtask includes budget for two meetings with WSDOT and other stakeholders (e.g., Snoqualmie Tribe, Ecology, City of North Bend). The meeting will be attended by up to two Parametrix staff and will require a total of 2 hours each (1 hour meeting plus 1 hour prep, agenda, meeting minutes).
- To comply with Section 7 of the ESA, this SOW assumes the preparation of a No Effect Assessment (NEA) addressing the potential impacts of the proposed action on species and habitat that are protected under the ESA.
- Most information for the ESA Section 7 NEA will be derived from the Bridge Scour Project submitted to the United State Corps of Engineers (USACE) in October 2022.
- ESA Section 7 assessment will include one site visit by a Parametrix biologist.
- It is assumed the analysis will find no potential for effects on ESA-listed species or critical habitat and consultation with the services, that is, National Marine Fisheries Service and U.S. Fish and Wildlife Service, will be unnecessary.
- The NEA will be prepared in accordance with the scope and quality requirements in the current version of the WSDOT Advanced Training Manual for Biological Assessment Preparation for Transportation Projects and using templates obtained from WSDOT's website.

Subtask 02-02 – Hydraulic Project Approval

Objective/Goal

At the state level, Washington State law (RCW 77.55) requires projects in or near state waters to obtain Hydraulic Project Approvals through the Washington Department of Fish and Wildlife (WDFW). The objective of this subtask is to prepare and submit for WDFW's approval for working over the South Fork Snoqualmie River, a water of the state.

Approach

The following activities are associated with this task:

- Complete and submit the Hydraulic Project Approval (HPA) application package to the Washington Department of Fish and Wildlife (WDFW) including:
 - Agent Authorization Letter
 - Application Form
 - Site Plans
 - SEPA letter of exemption
- Research and coordinate information from the project team and agency websites (e.g., Ecology, WDFW).
- Coordinate with WDFW local habitat biologist.

Deliverables

- A Draft and Final HPA permit application package in PDF format.

Assumptions

- No work will occur in the South Fork Snoqualmie River.
- The project is exempt from SEPA, and the City of North Bend will provide a letter of verification for this exemption.

Subtask 02-03 – Local Permit Authority Coordination and Permit Exemption Notification

Although it is expected the project will be exempt from local permits, a project of this size and scope should involve coordination with the local permit approval staff to verify these exemptions. It is also expected a formal letter of exemption request approval will be required for shoreline and SEPA.

Approach

The following activities are associated with this task:

- Prepare a pre-application review package to include project information and a list of questions to be discussed.
- Attend the preapplication meeting by up to two Parametrix staff and will require a total of 2 hours each (1 hour meeting plus 1 hour prep, agenda, meeting minutes).
- Prepare a land use application package, which will include a land use application form, vicinity map, and permitting memo describing project activities and rationale exemptions.

Deliverables

- Draft and Final pre-application review package
- Draft and Final Land Use Application package

Assumptions

- No work will occur in the South Fork Snoqualmie River.
- As necessary, the wetland report prepared on behalf of the bridge scour project will be provided as supporting documentation.

- The project will not include wetland, stream, or floodplain work; therefore, no critical areas review, or floodplain development permit is required.
- The project will be exempt from SEPA threshold determination per NBMC 14.04.050(E) for maintenance of a public structure.
- The project will be exempt from a right-of-way permit since the work is on behalf of public works.
- The project will be exempt from shoreline substantial development permit requirement per WAC 173-27-040.
- The project will be exempt from stormwater review due to no net increase in PGIS.
- The project will not require a grading permit since it is not expected this work will cause any changes to the natural surface or topography by clearing, grading, filling, or drainage alteration.

TASK 03 – BRIDGE 3 DECK REHABILITATION

Provide the design and contract plans for the removal and replacement of the existing Bridge 3 deck overlay including miscellaneous deck repairs as required, and expansion joint rehabilitation or replacement. The task will also include a construction load rating and address settlement at the ends of the bridge.

Subtask 03-01 – Preliminary Bridge Deck Overlay and Deck Repairs

Objective/Goal

Provide the preliminary (30%) design and plans for the removal and replacement of the existing bridge asphalt overlay. Evaluate expansion joint replacement/repair alternatives and anticipated miscellaneous deck repairs.

Approach

- Review all existing bridge as-builts, inspection reports, and survey information.
- Conduct a site visit to visually inspect the existing overlay, expansion joints and bridge deck drains. Inspect a removed portion of the overlay at the full depth expansion joints to assess the condition.
- Develop preliminary overlay removal and replacement plans and details.
- Evaluate expansion joint replacement/repair alternatives.
- Determine final roadway channelization.
- Prepare 30% plans.
- Prepare 30% Opinion of Probable Cost.
- Perform an independent QA/QC prior to submittal.

Deliverables

- 30% plans in electronic (pdf) format.
- 30% Opinion of Probable Cost.

Assumptions

- The City will provide all available as-built and inspection information.
- No additional survey information is required for the Project.
- The overlay removal and replacement will be conducted in two stages to maintain a single lane of traffic in each direction during the construction phase.
- The new HMA overlay thickness will match the existing overlay thickness.
- City maintenance crews will remove a portion of the overlay in the vicinity of the expansion joints for inspection.
- The shallow surface expansion joints, which only extend above the existing concrete deck surface will be removed and not replaced with the new overlay.
- It is assumed the 3 full-depth existing expansion joints will need to be replaced. Final determination of replacement or repair will be made following a full visual inspection of the expansion joints.
- Deck repairs are superficial and not structural.
- The existing bridge deck drains are direct drop drains and currently plugged. The base assumption is that the drains will be unplugged and no stormwater improvements such as installing conveyance (piping) and treatment will be included as part of the Project. Final drainage system determination will be made following the Stormwater Review as outlined in Subtask 03-04.
- Existing bridge barrier improvements are not required based on correspondence with WSDOT Local Programs Bridge Engineer Sonia Lowry.
- 30% plans will be submitted to WSDOT for review and comment.
- The Consultant will work with the City to determine final bridge striping and channelization, and will include a Shared Use Path (SUP).

Subtask 03-02 – Final Bridge Deck Overlay and Deck Repairs

Objective/Goal

Provide final design and plans for the removal and replacement of the existing bridge asphalt overlay. Determine expansion joint replacement details and anticipated miscellaneous deck repairs.

Approach

- Address 30 plans comments from the City and WSDOT
- Develop final overlay removal and replacement plans and details.
- Develop expansion joint replacement calculations and details.
- Develop typical deck repair details.
- Develop existing bridge drain clean out details.
- Prepare 90%, 100%, and Bid Set plans.
- Prepare 90%, 100%, and Bid Set Opinion of Probable Cost.

- Prepare 90%, 100%, and Bid Set contract documents including special provisions.
- Perform an independent QA/QC prior to each submittal.

Deliverables

- Full depth expansion joint replacement details and calculations.
- 90%, 100%, and Bid Set plans.
- 90%, 100%, and Bid Set Opinion of Probable Cost.
- 90%, 100%, and Bid Set specifications and special provisions.

Assumptions

- The shallow surface expansion joints, which only extend above the existing concrete deck surface will be removed and not replaced with the new overlay.
- It is assumed the 3 full-depth existing expansion joints will need to be replaced. Final determination of replacement or repair will be made following a full visual inspection of the expansion joints.
- Deck repairs are superficial and not structural.
- Existing bridge barrier improvements are not required.

Subtask 03-03 – Construction Load Rating

Objective/Goal

Provide a load rating to determine construction equipment weigh limitations and spacing for the overlay removal and replacement.

Approach

- Review the existing bridge load rating.
- Develop an independent load rating of the bridge based on the bridge as built plans.
- Research typical overlay removal and replacement construction equipment.
- Based on the bridge load rating, determine construction equipment weight restrictions to minimize stresses on the bridge structures.

Deliverables

- Plans depicting construction equipment weight restrictions and spacing for the overlay removal and replacement.
- Load rating calculations sealed by an Engineer licensed in the State of Washington.

Assumptions

- Load rating will be in accordance with the latest editions of the WSDOT Bridge Design Manual and the AASHTO Manual for Bridge Evaluation.

Subtask 03-04 – Stormwater Review

Approach

- Review existing stormwater conditions.
- Review current and applicable stormwater regulations.
- Develop a technical memorandum outlining applicable stormwater requirements and describing why some regulations are not applicable to this project.

Deliverables

- A technical memorandum outlining applicable stormwater requirements.

Assumptions

- Stormwater requirements will be determined using the 2021 King County Surface Water Design Manual (KCSWDM).
- This project will not trigger the requirements for a formal KCSWDM Drainage Review based on the project's current scope.
- There will be no stormwater control or treatment aspects greater than the minimum required by current regulations.
- No stormwater treatment or flow control will be required for this project.
- If the regulations or scope of the project change to trigger a stormwater report, treatment, or flow control, there will be an amendment to the contract to account for this change.

Subtask 03-05 – Pavement Marking

Develop a set of plans for the pavement marking striping on Bridge 3.

Approach

The pavement marking design will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Traffic Manual, and City of North Bend standards.

- Address 30%, 90%, and 100% plans comments from the City and WSDOT.
- Perform QA/QC prior to each submittal.
- Prepare technical memorandum to submit with each deliverable.

Assumptions

- The limits of striping are assumed to be up to 100 feet east of Bridge 3. Striping beyond this area can be included for an additional fee.
- Striping west of Bridge 3 will be covered in the Scope of Work for Bridge 4.
- Signing design is not included, but could be included for an additional fee.
- No major change in direction after the 90% submittal, comments limited to editorial in nature

- Parametrix will provide topographic survey base map for the project area
- All project drawings will be done in current AutoCAD version
- Parametrix will compile the submittal and complete coordination with City and/or other agencies
- Full size paper size for plan set deliverables
- 1:40 scale for channelization plans
- Project specifications will follow City of North Bend and current version of WSDOT standard specifications

Deliverables

- 30% Pavement Marking Plans
 - One (1) sheet total for the whole package
- 90%, 100%, and Bid Set Plans
 - Up to two (2) sheets total for the whole package
- 90%, 100%, and Bid Set specifications and special provisions
- 30%, 90%, 100%, and Bid Set Opinion of Probable Cost. Two sets for two separate funding sources.

Optional Engineering Services (Not in Contract)

Provide Bidding and/or Construction Services Support

At the option of the City, PHC will provide bidding and/or construction support services. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

TASK 04 – GEOTECHNICAL AND PAVEMENT ENGINEERING

Objective/Goal

The Consultant will perform a geotechnical evaluation of the existing conditions of the roadway pavement near the bridge abutments of Bridge 3 along W North Bend Way.

The scope includes developing a Subsurface Exploration Plan (SEP), geotechnical borings and laboratory tests, and Preliminary Geotechnical Engineering Report. The SEP will identify each proposed exploration location and based on field verification, identify proposed access and traffic control for each location.

Subtask 4-01 – Review of Existing Geotechnical Conditions

The Consultant will review existing geotechnical information and perform site reconnaissance. Work will include the following:

- Review Existing Geotechnical Information: Upon notice to proceed, HWA will review available geotechnical information from and in the vicinity of the project site. This will include a review of geologic maps, HWA's library of geotechnical information in the area, and data from online databases.
- Perform a Site Reconnaissance: Conduct a site reconnaissance of the Project site. This reconnaissance will be used to evaluate the site conditions, to assess existing approach roadway settlement conditions and to assist in preparing the SEP.

Assumptions

- Up to two (2) Consultants will conduct a site reconnaissance visit (Pavement Engineer and Geotechnical Engineer).

Deliverables

- None

Subtask 4-02 – Subsurface Exploration

Subsurface data will be gathered to be used in conducting geotechnical and pavement engineering analyses and developing a preliminary geotechnical design report. Details of the work associated with this effort include the following:

- Plan and coordinate Subsurface Exploration Plan (SEP): This program will consist of drilling a series of geotechnical borings in support of identifying subgrade soil and groundwater conditions and to evaluate on-going roadway settlement occurring at each end of the bridge. Coordinate with a subcontractor and develop site specific traffic control plans for each proposed geotechnical exploration based on field verification. The subcontractor's certified traffic control supervisor will stamp each traffic control plan. Each plan will be reviewed by the geotechnical engineer prior to distribution to the team.
- Obtain City of North Bend Street Use Permits: HWA will work with the City to generate appropriate traffic control plans for the proposed drilling, as needed. We assume that some of the drilling will likely be performed within roadway corridors. We anticipate that WSDOT standard traffic control plans, requiring lane closures with flaggers, will be adequate for this project.
- Prepare SEP: Prepare a SEP for the proposed exploration program. The SEP will detail the type, location, and extent of proposed field explorations. The SEP will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. The SEP will be prepared in general accordance with WSDOT Geotechnical Design Manual (GDM) section 2.3.
- Conduct Utility Locates: Prior to conducting the field exploration program, mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. Make an additional site visit to confirm the proposed boring locations are clear of marked utilities prior to mobilizing the drilling equipment.
- Perform subsurface explorations per the SEP: The Consultant will conduct up to two (2) geotechnical borings (40-50 feet depth) to assess subsurface soil and groundwater conditions at each bridge abutment. The borings will be observed and logged by an engineer or geologist. Soil or rock samples will be obtained from the explorations per the SEP. Traffic control to conduct the borings will be required. We anticipate that borings could be performed on the center lane.
- Prepare Boring and Core Logs and Perform Laboratory Testing: Prepare summary of boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing will be determined per site conditions encountered and could include moisture content, grain-size distribution, Atterberg Limits, and one-dimensional consolidation.

Assumptions

- The following field explorations are proposed to support the evaluation of the roadway pavements at the ends of the bridge.

- All exploration locations will be within the City of North Bend rights-of-way or private property for which rights of entry have been previously secured.
- Drilling will be accomplished during normal daylight workdays and hours, with at least a minimum 8 hours available per day for on-street work.
- Traffic control and/or flagging, will be required for all of the proposed borings. Traffic Control will be developed in accordance with the approved WSDOT standards.
- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- SEP boring locations will be field located using handheld GPS and measurement from existing known features.
- Drill locations will be accessible by truck- or track-mounted drill rig.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water at all geotechnical boring locations (either sampled or spoils from drilling) and any associated drill rig or equipment decontamination are beyond this scope of services. If contaminated soils and/or ground water are encountered, The City will be notified, and the contaminated material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the Consultant.
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor, unless otherwise mutually agreed upon.
- No cement concrete pavement is present below the surface asphalt outside the bridges, and therefore coring will not be required prior to drilling the proposed borings.
- All required street use permits will be provided by the City
- All geotechnical borings conducted through the pavement will be patched with quick drying cement or Aquaphalt. Saw cutting of the pavement or hot mix asphalt patches will not be completed.

Deliverables

- Geotechnical Subsurface Exploration Plan

Subtask 4-03 – Geotechnical and Pavement Engineering

The Consultant will use the information collected in Tasks 4.1 and 4.2 to conduct geotechnical and pavement engineering analysis and develop a preliminary geotechnical design report:

- Evaluate Field and Laboratory Data: Based on the borings, and the laboratory test results on selected samples, the Consultant will estimate soil parameters needed for this evaluation.
- Evaluate Settlement at Bridge Approaches: Consultant will evaluate settlement mechanism based on the encountered subsurface conditions and will provide repair recommendations.
- HWA QA/QC: Consultant will have all design calculations and geotechnical recommendations, reviewed by a senior principal prior to distribution to the design team or the City.

- Prepare Draft Preliminary Geotechnical Engineering Report: The Consultant will prepare a draft geotechnical report for the project. This report will contain the results of the explorations and analyses, including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary of boring logs; and laboratory test results. The report will provide geotechnical recommendations that will assist with the evaluation of the settlement issues presented at the project alignment.
- Prepare Final Preliminary Geotechnical Engineering Report: The Consultant will finalize the preliminary geotechnical report once we receive review comments from the design team and the City.

Assumptions

- One round of comments will be incorporated into the final Preliminary Geotechnical Engineering Report.
- Soil samples will be disposed following the submittal of the draft report. Long-term storage of soil samples by the Consultant is not included.

Deliverables:

- Draft Preliminary Geotechnical Engineering Report.
- Final Preliminary Geotechnical Engineering Report.

TASK 05 – TRAFFIC CONTROL

PH Consulting (PHC) will prepare site specific traffic control plans (TCPs) to support the work on and between Bridge 3 and Bridge 4. PHC will prepare TCPs that support efficient staging of the bridge construction work while minimizing impact to traffic. While there are separate traffic control tasks in both scopes of work for Bridges 3 and 4, the TCP will be coordinated between both projects.

Approach

The TCPs will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Work Zone Traffic Control Guidelines, WSDOT Traffic Manual, and City of North Bend standards.

- Address 90%, and 100% plans comments from the City and WSDOT
- Perform QA/QC prior to each submittal.
- Prepare technical memorandum to submit with each deliverable.

Assumptions

PHC assumes the following:

- TCP's will be coordinated between Bridges 3 and 4.
- No major change in direction after the 90% submittal, comments limited to editorial in nature.
- Parametrix will provide AutoCAD base in the vicinity of the bridge.
- Parametrix will provide construction staging information.
- Parametrix will compile the submittal and complete coordination with City and/or other agencies.

- Full size paper size for TCPs.
- 1:80 scale for TCPs.
- Assumes no full bridge closure or vehicle detours.

Subtask 05-01 – Preliminary Traffic Control Plans

PHC assumes that no traffic control plans or special provisions will be prepared for the preliminary stage. Preliminary traffic control estimate will be estimated by Parametrix. Subtask 05-02 – Final Traffic Control Plans

PHC will prepare site specific Traffic Control Plans. PHC will develop Division 1 Traffic Control Special Provisions and provide a Traffic Control Estimate to Parametrix.

Deliverables

- 90%, 100%, and Bid Set TCPs
 - Up to six (6) TCP sheets total for the whole package
 - General notes sheet
 - Site specific traffic control plans for up to three (3) traffic control scenarios
 - Up to one (1) typical pedestrian traffic control plan on one sheet
 - One details sheet
- 90%, 100%, and Bid Set Traffic Control Special Provisions
- 90%, 100%, and Bid Set Estimate. Two sets for two separate funding sources.

Optional Engineering Services (Not in Contract)

Provide Bidding and/or Construction Services Support

At the option of the City, PHC will provide bidding and/or construction support services. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

Prepare Additional Temporary Traffic Control/Detour Plans

At the option of the City, PHC will prepare temporary traffic plans or detour plans as a supplemental task. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

TASK 06 – BID SUPPORT

The Consultant 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 summary of comparison between value of bid items and engineer's estimate as requested by the City.

TASK 07 – CONSTRUCTION SUPPORT SERVICES

Parametrix will provide professional Construction Management (CM) Services. These services will include field observation, documentation, and reporting as required during the Project construction period. All services will be provided in accordance with the Washington State Department of Transportation's (WSDOT) Local Agency Guidelines and Construction Manual.

This task consists of participation in a CM coordination kickoff meeting, development of a SharePoint based document control and information management system, assisting the City in preparing the pre-construction meeting and attending the pre- construction meeting.

Subtask 07.01 – Pre-construction Services & Document Control

The Consultant shall attend the CM Coordination Kickoff Meeting and provide the following services:

1. Provide input to the City on the meeting agenda structure and topics for a CM coordination kickoff meeting with City staff.

Assumptions

1. The City will provide draft and final meeting minutes.
2. Assumes one meeting in person at jobsite or at location of City's choosing.
3. The RE, inspectors, Third Party Testing, and Documentation leads shall attend this meeting.

Deliverables

1. Meeting agenda inputs.

Document Control and Information Management System

The Consultant shall tailor forms, tracking logs, systems, and related documentation for the information management and document control services to be performed during construction for electronic copies, as outlined below.

1. Develop forms to track receipt, logging, filing, review, and routing of Project documents. Document control forms shall address the receipt, logging, reviewing, routing, filing and storage of necessary Project and contract documents, including but not limited to submittals, correspondence, meeting notes, e-mails, reports, Requests for Information (RFI), change orders, substitution requests, shop drawings, photos, inspection reports, construction drawings, specifications, and other construction-related documents.
2. Develop a project-specific SharePoint site for use by the Construction Management team and accessible by the City.

Assumptions

1. Maintenance of the Document Control system will be provided for under Subtask 7.2.
2. Forms and logs shall be in Excel.
3. Sharepoint (construction management platform for all project files) will be managed by the Consultant and all files downloaded and turned over to City at end of project.

Deliverables

1. Electronic files of all contracts related documents and correspondence

Subtask 07.02 – Construction Services and Documentation

The Consultant will be responsible for all aspects of general construction management and inspection of contractor progress, including field inspections, document control, Record of Materials (ROM), and change management. This includes reviewing the Contractor's baseline schedule, investigating, and resolving Change Orders and Field Directives. The Consultant will be responsible for review, monitoring and inspection of the Contractor and its subcontractors' work on the Project for problems or any violation or incompliance in implementing the Project design or the Contractor's safety programs. This also includes communication with the City during the duration of the construction.

Construction Progress Meetings

The Consultant shall provide the following construction progress

1. Schedule and lead the construction progress
2. Attend construction progress
3. Prepare and distribute meeting agendas.
4. Prepare draft minutes and distribute them within 1 day of the progress
5. Distribute the final meeting minutes within 2 days after receiving the City's comments.
6. Construction progress meetings

Deliverables

1. Agendas.
2. Draft and final meeting minutes.

Evaluate Construction Schedule and Progress Payments

The Consultant shall provide the following services:

1. Review and comment on the Contractor's Construction Schedule and Phasing Plan, outlining the proposed construction activities, including:
 - o Review the baseline construction schedule showing the association of the main activities, schedule restrictions from permits, and other constraints and milestones.
 - o Review and comment on Contractor's baseline schedule submittal and review compliance with the Contract.
 - o Evaluate Contractor's schedule submittals for percent complete on each activity and compare reported, actual, and planned work progress.
 - o Review effects of change requests and proposals on the Contractor's schedule.
 - o Review of Contractors' monthly pay requests for compliance with contract.
 - o Measure and verify the completion of all items on pay requests and make a recommendation on approval for payment.
 - o Submit monthly recommendations for payment for the City's approval.
 - o Verify and report on the completion of all items for the final contract progress payment.

Deliverables

1. Comments on the Contractor's Baseline Construction Schedule and any Phasing Plans for day/night shift.
2. Recommendations on Contractor's monthly pay requests.

Construction Documents and File Maintenance

The Consultant shall provide services related to processing, tracking, and distributing of Requests for Information (RFIs) and submittals for the construction. The Consultant shall track all submittals to ensure timely review and return to the Contractor. The Consultant shall investigate and research RFIs as requested, track and distribute for response as appropriate to ensure timely response to the Contractor. Certain RFI responses may require coordination of response input from the City and/or design team. The Consultant shall check RFI responses for clarity, propose updated changes to the contract, and submit cost and schedule change proposals to the City. Services for this task include:

1. Create, maintain, track, and distribute submittal logs to the City for approval.
2. Create, maintain, track, and distribute RFI logs to facilitate the review and commenting process.
3. Review submittals and submit written comments to the City on clarity and impacts to cost and schedule.
4. Coordinate with the City or design team for any material substitution requests from the Contractor.
5. Implement and maintain the Document Control Plan
6. Maintain the Project files conforming to the City's contract filing structure and Document Control Plan, which will include, at a minimum, all submitted and approved drawings, reports, RFI's, submittals, shop drawings, correspondence, nonconforming work reports, meeting minutes, and other Project information (digital photos, construction daily reports)
7. Timely log and file all documents.

Assumptions

1. Submittals and RFI's will be saved electronically on Sharepoint, hard copies will not be provided.
2. All project documentation shall be provided electronically.

Deliverables

1. Submittal logs
2. RFI log
3. Upload documents and maintain SharePoint
4. Provide electronic files from downloaded SharePoint files at end of project.

Change Management

The Consultant shall oversee and manage change requests, proposals, Field Directives, and Change Orders. The Consultant shall communicate with the City's Project Manager to ensure the Contractor will complete the Project in accordance with the City's objectives of schedule, cost, quality, and safety. The Consultant shall be responsible for reviewing, evaluating, and commenting on the Contractor's proposals and impacts to the Project schedule; making recommendations; performing change/cost negotiations with the Contractor as requested and directed by the City; preparing meeting notes; and documenting negotiations.

Services for this task include but are not limited to the following:

1. Support the City in anticipating construction activities or conditions where changes affecting cost or schedule may apply, or when input from the design team may benefit the Project.
2. Review and evaluate change proposals, including Field Directives and Change Orders for entitlement/cost.
3. Review effects of change requests and proposals on the Contractor's schedule.
4. Track, verify, and summarize Time and Material sheets.
5. Prepare Change Order reports.

6. Attend and document all negotiations.
7. Prepare change order packages for routing to the City.
8. Package and process Change Orders for payment.
9. Track Field Directives.
10. Coordination and QA review of construction Contractor's (redline) of Project plans.

Assumptions

1. Changes will be sent to the City for review and approval.

Deliverables

1. Change Order status reports with backup information.
2. Written correspondence (notice of deficiency) when tests, construction or any document prepared by the Contractor.
3. Negotiation meeting notes (draft and final).
4. Documentation of field directive evaluations and recommendations.
5. Change Order packages including documentation of change order evaluations and recommendations.

Inspection and Other Field Services

The Consultant shall provide inspection and field services on site when the Contractor is working and shall report to the City daily.

The Consultant shall provide the following services:

1. Observe and inspect the work performed by the Contractor for completion in conformance with the approved plans and specifications.
2. Document the work performed by the Contractor and prepare Construction Daily Reports (CDR) that include estimated quantities and tracking of materials, labor and equipment on the site, work in progress, work completed, discrepancies, discussions, test results, weather, site conditions, and other pertinent items.
3. Prove a complete photographic record of pre-construction and construction conditions, including daily photographs using a digital camera, preferably by the same person, from unchanging vantage points as well as supplemental photographs of unusual occurrences or problem events.
4. Collect and distribute reports from testing companies and special inspectors. Function as the main point of contact for site visitors, permitting agency inspectors, utility crews, special inspectors, and other consultants and subcontractors.

Assumptions

1. Inspection time is estimated at 8 hours per day for 60 working days.

Deliverables

2. The inspector will provide a copy of the previous day's daily report to the CM daily (uploaded to the SharePoint site within 24 hours of work observed).
3. Field (Work Change) Directives, as needed.
4. Project photos, in digital format, will be provided as part of the document control system.
5. Copies of reports from testing companies and special inspectors

Construction Contract Close-Out

The Consultant shall provide the following construction contract close-out services:

1. Prepare a draft punch-list of items to correct or completed. Coordinate with City and Contractor for a final inspection meeting at the site to review the punch-list and development of a final punch-list.
2. Conduct a final review of Contractor's completed record documents to ensure completeness and accuracy.
3. Prepare a Certificate of Substantial Completion
4. Prepare a Certificate of Physical Completion, following the completion of all punch-list items and other requirements that may exist.

Deliverables

1. Draft and final punch-list.
2. Prepare Certificate of Substantial Completion
3. Prepare Certificate of Physical Completion.
4. Close-out documents via hard drive (see notes in prior sections).

Subtask 07.03 – Material Testing

Provide materials testing (oversight and report review) and special inspections services as necessary for paving and all other requirements by third party consultant, contracted directly to the prime consultant.

Deliverables

1. Prepare daily third party test reports
2. Final buy-off required for Substantial Completion.
3. Final copies of reports
4. Project photos as required

Subtask 07.04 – Submittal Review / RFI's

As part of Construction Phase Support, Parametrix will provide engineering support for the following services related to submittal and RFI review:

- Attendance at up to one field review for observing the existing deck condition after overlay removal.
- Review and response of up to 8 RFIs
- Review and response of up to 8 submittals
- Attendance at up to six one-hour virtual meetings.
- Provision of one addendum for minor changes.
- Provision of record drawings.

Cost Rates:	\$41.99	\$39.62	\$103.06	\$42.50	\$48.01	\$55.38	\$99.97	\$68.38	\$43.57
Burdened Rates:	\$127.42	\$120.23	\$312.75	\$128.97	\$145.69	\$168.05	\$303.37	\$207.51	\$132.22
Task	SubTask	Description	Labor Dollars	Labor Hours					
01		Project Management	\$17,641.53	90	12	6	12	28	0
01	01	Project Management	\$18,248.26	92	12	6	12	28	28
06		Bid Support	\$3,836.81	18	0	0	0	12	6
01	01	Bid Support	\$3,836.81	18				12	6
07		Construction Support Services	\$96,516.29	666	0	80	0	242	32
01	01	Construction Support Services & Document Control	\$3,787.97	26				24	12
02		Construction Services and Documentation	\$74,091.82	516				26	
03		Material Testing	\$9,618.47	80				216	12
04		Submittal Review / RFIs	\$9,018.03	44				12	12

Labor Totals:	\$117,994.63	774		12	86	6	12	270	44	56	12	276
Escalation Amt:												
Totals:	\$117,994.63			\$1,529.07	\$10,339.85	\$1,876.48	\$1,547.65	\$39,336.61	\$7,334.20	\$16,988.66	\$2,490.07	\$36,492.04
Subconsultants												
Ott Rosenau & Associates												
PH Consulting												
Subtotal												
3% Markup												
Subconsultants Total:	\$43,981.00											

Other Direct Expenses		
Mileage	Mileage @ \$0.67/mile	\$500.00
Other Direct Expenses Total:		\$500.00

Project Total **\$162,475.63**

North Bend Way Bridge Deck Repair Project
Vicinity Map



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Notes:

Date: 4/14/2025





City Council Agenda Bill

SUBJECT:	Agenda Date: May 6, 2025	AB25-041
Motion Authorizing Contract with Parametrix for Construction Management and Inspection Services for the North Bend Bridge 1135-4 Deck Repair and Overlay Project	Department/Committee/Individual	
Cost Impact: \$42,905.44	Mayor Mary Miller	
Fund Source: 2025 Street Overlay – Preservation Funds (Fund 103)	Interim City Administrator – Bob Larson	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	X

Attachments: Scope of Work, Fee, Vicinity Map

SUMMARY STATEMENT:

As part of the North Bend Bridge 1135-3 & Bridge 1135-4 Deck Repair and Overlay Project specialty inspection work on the bridges is necessary. City staff lacks the expertise necessary for this type of work and the available time to inspect this project.

Parametrix provided design services for this project. As part of the RFQ process staff went through selecting them for these services, the option of using them for construction management and inspection services was also available. Parametrix is a large local engineering firm with experienced staff capable of performing this work. Scope of work and fee are attached.

Construction Management and Inspection services for Bridge 1135-4 will be covered 100% with the 2025 Streets Overlay – Preservation Funds (Fund 103).

City staff recommend approval of this construction management and inspection services contract.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the April 22, 2025 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB25-041, authorizing the Mayor to execute a professional services contract with Parametrix for construction management and inspection services for the North Bend Bridge 1135-4 Deck Repair and Overlay Project, in an amount not to exceed \$42,905.44, in a form and content approved by the City Attorney.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
May 6, 2025		



SCOPE OF WORK

City of North Bend Bridge 4 Deck Repair and Overlay Project

INTRODUCTION

The City of North Bend (City) was awarded federal funding through the Washington State Department of Transportation (WSDOT) Local Bridge Program for Bridge 1135-3 (Bridge 3) deck repairs. The City has requested Parametrix (Consultant) to develop Plans, Specifications, and an Estimate (PS&E) for the bridge deck repair project (Project).

Bridge 4 is another City-owned bridge just west of Bridge 3. The bridge spans over Ribary Creek and was constructed at the same time as Bridge 3. It is also in need of an overlay replacement. To leverage the two projects the City plans to advertise both bridges under a single construction contract in the form of a Tied Bid. However, both the design and construction funding for each bridge will be separate; Bridge 3 will be federally funded through WSDOT Local Programs and Bridge 4 will be funded by the City. Therefore, the deck repair design effort for Bridge 4 will be developed as a separate scope.

The following scope will cover the design effort for Bridge 4. Bridge 4 will include an overlay removal and replacement. Other improvements will include deck repairs as needed, barrier repairs, approach settlement repairs, a bridge construction load rating, and a gateway feature near the east end of Bridge 3. The City-funded work will also include full width removal and replacement of the roadway overlay between Bridges 3 and 4.

Supplemental work – Provide construction inspection and documentation support. It is expected that this work will be accomplished within 60 working days followed by two weeks of project construction closeout.

Project Assumptions

- The City will provide all available bridge as built, inspection reports, and load ratings.
- Final Plans, Specifications, and Estimate (PS&E) will be completed in December 2023.
- Bridge 3 and Bridge 4 will be advertised as a Tied Bid. The Tied Bid will require approval from WSDOT and will be in accordance with LAG Manual requirements.

TASK 01 – PROJECT MANAGEMENT

Subtask 01-01 – Parametrix Project Management

Objectives

The objective of this task is to provide overall project management of the consultant contract with City.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly design team meetings with an issues list to document project design decisions.
- A Kick-off meeting involving project stakeholders, including among others the City, the design team, WSDOT, WDFW, DOE, and the Snoqualmie Tribe.
- Monthly Progress Reports – Prepare a monthly invoice for services performed.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.
- Coordinate with WSDOT Local Programs.
- Coordinate with Project stakeholders including WDFW, DOE, and the Snoqualmie Tribe.

Deliverables

Deliverables for this task include:

- Monthly progress reports enclosed with invoices.
- Weekly informal progress check-ins (e-mail).
- Meeting Agendas and Notes for the kick-off and biweekly City coordination meetings.
- Miscellaneous correspondence to document project management issues.

Assumptions

Assumptions for this task include:

- Project duration is 9 months.
- Budget assumes 18 bi-weekly meetings.

TASK 02 – ENVIRONMENTAL PERMITTING

The objective of this task is to provide environmental permitting documentation and coordination for Washington Department of Fish and Wildlife Hydraulic Permit approval for working over a water of the state (South Fork Snoqualmie River) [Subtask 02-01] and coordination with the City of North Bend Permit Center.

At the local level, it is expected this project: 1) will not include wetland, stream, or floodplain work; therefore, no critical areas review or floodplain development permit is required; 2) will be exempt from SEPA threshold determination per NBMC 14.04.050(E) for maintenance of a public structure; 3) will be exempt from a right-of-way permit since the work is on behalf of public works; 4) will be exempt from shoreline substantial development permit requirement per WAC 173-27-040; 5) will be exempt from stormwater review due to no net increase in PGIS; 6) will not require a grading permit since it is not expected this work will cause any changes to the natural surface or topography by clearing, grading, filling, or drainage alteration. However, it is still the project proponent's responsibility to confirm these findings with local officials through a formal pre-application process and formally request exemptions as necessary. This activity is described in Subtask 02-02.

Subtask 02-01 – Hydraulic Project Approval

Objective/Goal

At the state level, Washington State law (RCW 77.55) requires projects in or near state waters to obtain Hydraulic Project Approvals through the Washington Department of Fish and Wildlife (WDFW). The objective of this subtask is to prepare and submit for WDFW's approval for working over Ribary Creek, a water of the state.

Approach

The following activities are associated with this task:

- Complete and submit the Hydraulic Project Approval (HPA) application package to the Washington Department of Fish and Wildlife (WDFW) including:
 - Agent Authorization Letter
 - Application Form
 - Site Plans
 - SEPA letter of exemption
- Research and coordinate information from the project team and agency websites (e.g., Ecology, WDFW).
- Coordinate with WDFW local habitat biologist.

Deliverables

- A Draft and Final HPA permit application package in PDF format.

Assumptions

- No work will occur in Ribary Creek.
- The project is exempt from SEPA, and the City of North Bend will provide a letter of verification for this exemption.

Subtask 02-02 – Local Permit Authority Coordination and Permit Exemption Notification

Although it is expected the project will be exempt from local permits, a project of this size and scope should involve coordination with the local permit approval staff to verify these exemptions. It is also expected a formal letter of exemption request approval will be required for SEPA.

Approach

The following activities are associated with this task:

- Prepare a pre-application review package to include project information and a list of questions to be discussed.
- Attend the preapplication meeting by up to two Parametrix staff and will require a total of 2 hours each (1 hour meeting plus 1 hour prep, agenda, meeting minutes).
- Prepare a land use application package, which will include a land use application form, vicinity map, and permitting memo describing project activities and rationale exemptions.

Deliverables

- Draft and Final pre-application review package

- Draft and Final Land Use Application package

Assumptions

- No work will occur in Ribary Creek.
- The project will not include wetland, stream, or floodplain work; therefore, no critical areas review, or floodplain development permit is required.
- The project will be exempt from SEPA threshold determination per NBMC 14.04.050(E) for maintenance of a public structure.
- The project will be exempt from a right-of-way permit since the work is on behalf of public works.
- The project will be exempt from stormwater review due to no net increase in PGIS.
- The project will not require a grading permit since it is not expected this work will cause any changes to the natural surface or topography by clearing, grading, filling, or drainage alteration.

TASK 03 – BRIDGE 4 DECK REHABILITATION

Provide the design and contract plans for the removal and replacement of the existing Bridge 4 deck overlay including miscellaneous deck repairs as required. The project will also include barrier repairs, a construction load rating, and address settlement at the ends of the bridge.

Subtask 03-01 – Preliminary Bridge Deck Overlay and Deck Repairs

Objective/Goal

Provide the preliminary (30%) design and plans for the removal and replacement of the existing bridge asphalt overlay. Evaluate anticipated miscellaneous deck repairs and barrier repairs.

Approach

- Review all existing bridge as-builts, inspection reports, and survey information.
- Conduct a site visit to visually inspect the existing overlay and bridge deck drains. Inspect a removed portion of the overlay at the full depth expansion joints to assess the condition.
- Develop preliminary overlay removal and replacement plans and details.
- Evaluate barrier repair details.
- Determine final roadway channelization.
- Prepare 30% plans.
- Prepare 30% Opinion of Probable Cost.
- Perform an independent QA/QC prior to submittal.

Deliverables

- 30% plans in electronic (pdf) format.
- 30% Opinion of Probable Cost.

Assumptions

- The City will provide all available as-built and inspection information.
- No additional survey information is required for the Project.
- The overlay removal and replacement will be conducted in two stages to maintain a single lane of traffic in each direction during the construction phase.
- The new HMA overlay thickness will match the existing overlay thickness.
- City maintenance crews will remove a portion of the overlay for inspection.
- The barrier improvement will consist of repairing the vehicular impact area at the northeast corner of the bridge. No other additional improvements or barrier strengthening will be included based on correspondence with WSDOT Local Programs Bridge Engineer Sonia Lowry.
- Deck repairs are superficial and not structural.
- The existing bridge deck drains are direct drop drains and currently plugged. The base assumption is that the drains will be unplugged and no stormwater improvements such as installing conveyance (piping) and treatment will be included as part of the Project. Final drainage system determination will be made following the Stormwater Review as outlined in Subtask 03-04.
- 30% plans will be submitted to WSDOT for review and comment.
- The Consultant will work with the City to determine final bridge striping and channelization, and will include a Shared Use Path (SUP).

Subtask 03-02 – Final Bridge Deck Overlay and Deck Repairs

Objective/Goal

Provide final design and plans for the removal and replacement of the existing bridge asphalt overlay. Determine expansion joint replacement details and anticipated miscellaneous deck repairs.

Approach

- Address 30 plans comments from the City and WSDOT
- Develop final overlay removal and replacement plans and details.
- Develop final barrier repair calculations and details.
- Develop typical deck repair details.
- Develop existing bridge drain clean out details.
- Prepare 90%, 100%, and Bid Set plans.
- Prepare 90%, 100%, and Bid Set Opinion of Probable Cost.
- Prepare 90%, 100%, and Bid Set contract documents including special provisions.
- Perform an independent QA/QC prior to each submittal.

Deliverables

- Full depth expansion joint replacement details and calculations.

- 90%, 100%, and Bid Set plans.
- 90%, 100%, and Bid Set Opinion of Probable Cost.
- 90%, 100%, and Bid Set specifications and special provisions.

Assumptions

- Deck repairs are superficial and not structural.
- Existing bridge barrier improvements, aside from barrier repairs at the northeast corner of the bridge, are not required.

Subtask 03-03– Construction Load Rating

Objective/Goal

Provide a load rating to determine construction equipment weigh limitations and spacing for the overlay removal and replacement.

Approach

- Review the existing bridge load rating.
- Develop an independent load rating of the bridge based on the bridge as built plans.
- Research typical overlay removal and replacement construction equipment.
- Based on the bridge load rating, determine construction equipment weight restrictions to minimize stresses on the bridge structures.

Deliverables

- Plans depicting construction equipment weight restrictions and spacing for the overlay removal and replacement.
- Load rating calculations sealed by an Engineer licensed in the State of Washington.

Assumptions

- Load rating will be in accordance with the latest editions of the WSDOT Bridge Design Manual and the AASHTO Manual for Bridge Evaluation.

Subtask 03-04 – Stormwater Review

Approach

- Review existing stormwater conditions.
- Review current and applicable stormwater regulations.
- Develop a technical memorandum outlining applicable stormwater requirements and describing why some regulations are not applicable to this project.

Deliverables

- A technical memorandum outlining applicable stormwater requirements.

Assumptions

- Stormwater requirements will be determined using the 2021 King County Surface Water Design Manual (KCSWDM).
- This project will not trigger the requirements for a formal KCSWDM Drainage Review based on the project's current scope.
- There will be no stormwater control or treatment aspects greater than the minimum required by current regulations.
- No stormwater treatment or flow control will be required for this project.
- If the regulations or scope of the project change to trigger a stormwater report, treatment, or flow control, there will be an amendment to the contract to account for this change.

Subtask 03-05 – Pavement Marking

Develop a set of plans for the channelization/striping on Bridges 4, as well as the roadway between bridges 3 and 4.

Approach

The pavement marking design will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Traffic Manual, and City of North Bend standards.

- Address 30%, 90%, and 100% plans comments from the City and WSDOT
- Perform QA/QC prior to each submittal.
- Prepare technical memorandum to submit with each deliverable.

Assumptions

- The limits of striping are assumed to be from 100 feet west of Bridge 4 and to the west end of Bridge 3, including striping between both bridges. Striping beyond this area can be included for an additional fee.
- Signing design is not included, but could be included for an additional fee.
- No major change in direction after the 90% submittal, comments limited to editorial in nature
- Parametrix will provide topographic survey base map for the project area
- All project drawings will be done in current AutoCAD version
- Parametrix will compile the submittal and complete coordination with City and/or other agencies
- Full size paper size for plan set deliverables
- 1:40 scale for channelization plans
- Project specifications will follow City of North Bend and current version of WSDOT standard specifications

Deliverables

- 30% Channelization Plans
 - One (1) sheet total for the whole package
- 90%, 100%, and Bid Set Plans
 - Up to two (2) sheets total for the whole package
- 90%, 100%, and Bid Set specifications and special provisions
- 30%, 90%, 100%, and Bid Set Opinion of Probable Cost. Two sets for two separate funding sources.

Optional Engineering Services (Not in Contract)

Provide Bidding and/or Construction Services Support

At the option of the City, PHC will provide bidding and/or construction support services. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

TASK 04 – GEOTECHNICAL AND PAVEMENT ENGINEERING

Objective/Goal

The Consultant will perform a geotechnical and pavement study and evaluation of the existing conditions of the roadway pavement near the bridge abutments of Bridge 4 along W North Bend Way. The Consultant will also provide a pavement design for the roadway between Bridges 3 and 4.

The scope includes developing a Subsurface Exploration Plan (SEP), geotechnical borings and laboratory tests, and Preliminary Geotechnical Engineering Report. The SEP will identify each proposed exploration location and based on field verification, identify proposed access and traffic control for each location.

Subtask 4-01 – Review of Existing Geotechnical Conditions

The Consultant will review existing geotechnical information and perform site reconnaissance. Work will include the following:

- Review Existing Geotechnical Information: Upon notice to proceed, HWA will review available geotechnical information from and in the vicinity of the project site. This will include a review of geologic maps, HWA's library of geotechnical information in the area, and data from online databases.
- Perform a Site Reconnaissance: Conduct a site reconnaissance of the Project site. This reconnaissance will be used to evaluate the site conditions, to assess existing approach roadway settlement conditions and to assist in preparing the SEP.

Assumptions

- Up to two (2) Consultants will conduct a site reconnaissance visit (Pavement Engineer and Geotechnical Engineer).

Deliverables

- None

Subtask 4-02 – Subsurface Exploration

Subsurface data will be gathered to be used in conducting geotechnical and pavement engineering analyses and developing a preliminary geotechnical design report. Details of the work associated with this effort include the following:

- Plan and coordinate Subsurface Exploration Plan (SEP): This program will consist of drilling a series of geotechnical borings in support of identifying subgrade soil and groundwater conditions and to evaluate on-going roadway settlement occurring at each end of the bridge. Coordinate with a subcontractor and develop site specific traffic control plans for each proposed geotechnical exploration based on field verification. The subcontractor's certified traffic control supervisor will stamp each traffic control plan. Each plan will be reviewed by the geotechnical engineer prior to distribution to the team.
- Obtain City of North Bend Street Use Permits: HWA will work with the City to generate appropriate traffic control plans for the proposed drilling, as needed. We assume that some of the drilling will likely be performed within roadway corridors. We anticipate that WSDOT standard traffic control plans, requiring lane closures with flaggers, will be adequate for this project.
- Prepare SEP: Prepare a SEP for the proposed exploration program. The SEP will detail the type, location, and extent of proposed field explorations. The SEP will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. The SEP will be prepared in general accordance with WSDOT Geotechnical Design Manual (GDM) section 2.3.
- Conduct Utility Locates: Prior to conducting the field exploration program, mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. Make an additional site visit to confirm the proposed boring locations are clear of marked utilities prior to mobilizing the drilling equipment.
- Perform subsurface explorations per the SEP: The Consultant will conduct up to two (2) geotechnical borings (40-50 feet depth) to assess subsurface soil and groundwater conditions at each bridge abutment. The borings will be observed and logged by an engineer or geologist. Soil or rock samples will be obtained from the explorations per the SEP. Traffic control to conduct the borings will be required. We anticipate that borings could be performed on the center lane.
- Prepare Boring and Core Logs and Perform Laboratory Testing: Prepare summary of boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing will be determined per site conditions encountered and could include moisture content, grain-size distribution, Atterberg Limits, and one-dimensional consolidation.

Assumptions

- The following field explorations are proposed to support the evaluation of the roadway pavements at the ends of the bridge.
- All exploration locations will be within the City of North Bend rights-of-way or private property for which rights of entry have been previously secured.
- Drilling will be accomplished during normal daylight workdays and hours, with at least a minimum 8 hours available per day for on-street work.
- Traffic control and/or flagging, will be required for all of the proposed borings. Traffic Control will be developed in accordance with the approved WSDOT standards.

- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- SEP boring locations will be field located using handheld GPS and measurement from existing known features.
- Drill locations will be accessible by truck- or track-mounted drill rig.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water at all geotechnical boring locations (either sampled or spoils from drilling) and any associated drill rig or equipment decontamination are beyond this scope of services. If contaminated soils and/or ground water are encountered, The City will be notified, and the contaminated material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the Consultant.
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor, unless otherwise mutually agreed upon.
- No cement concrete pavement is present below the surface asphalt outside the bridges, and therefore coring will not be required prior to drilling the proposed borings.
- All required street use permits will be provided by the City
- All geotechnical borings conducted through the pavement will be patched with quick drying cement or Aquaphalt. Saw cutting of the pavement or hot mix asphalt patches will not be completed.

Deliverables

- Geotechnical Subsurface Exploration Plan

Subtask 4-03 – Geotechnical and Pavement Engineering

The Consultant will use the information collected in Tasks 4.1 and 4.2 to conduct geotechnical and pavement engineering analysis and develop a preliminary geotechnical design report:

- Evaluate Field and Laboratory Data: Based on the borings, and the laboratory test results on selected samples, the Consultant will estimate soil parameters needed for this evaluation.
- Evaluate Settlement at Bridges Approaches: Consultant will evaluate settlement mechanism based on the encountered subsurface conditions and will provide repair recommendations.
- Pavement Evaluation and Recommendation: Consultant will provide pavement recommendations for the proposed overlay.
- HWA QA/QC: Consultant will have all design calculations and geotechnical recommendations, reviewed by a senior principal prior to distribution to the design team or the City.
- Prepare Draft Preliminary Geotechnical Engineering Report: The Consultant will prepare a draft geotechnical report for the project. This report will contain the results of the explorations and analyses, including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary of boring logs; and laboratory test results. The report will provide geotechnical recommendations that will assist with the evaluation of the settlement issues presented at the project alignment and pavement recommendations.

- Prepare Final Preliminary Geotechnical Engineering Report: The Consultant will finalize the preliminary geotechnical report once we receive review comments from the design team and the City.

Assumptions

- One round of comments will be incorporated into the final Preliminary Geotechnical Engineering Report.
- Soil samples will be disposed following the submittal of the draft report. Long-term storage of soil samples by the Consultant is not included.

Deliverables:

- Draft Preliminary Geotechnical Engineering Report.
- Final Preliminary Geotechnical Engineering Report.

TASK 05 – TRAFFIC CONTROL

PH Consulting (PHC) will prepare site specific traffic control plans (TCPs) to support the work on and between Bridge 3 and Bridge 4. PHC will prepare TCPs that support efficient staging of the bridge construction work while minimizing impact to traffic. While there are separate traffic control tasks in both scopes of work for Bridges 3 and 4, the TCP will be coordinated between both projects.

Approach

The TCPs will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Work Zone Traffic Control Guidelines, WSDOT Traffic Manual, and City of North Bend standards.

- Address 90%, and 100% plans comments from the City and WSDOT
- Perform QA/QC prior to each submittal.
- Prepare technical memorandum to submit with each deliverable.

Assumptions

PHC assumes the following:

- TCP's will be coordinated between Bridges 3 and 4.
- No major change in direction after the 90% submittal, comments limited to editorial in nature
- Parametrix will provide AutoCAD base in the vicinity of the bridge
- Parametrix will provide construction staging information
- Parametrix will compile the submittal and complete coordination with City and/or other agencies
- Full size paper size for TCPs
- 1:80 scale for TCPs
- Assumes no full bridge closure or vehicle detours

Subtask 05-01 – Preliminary Traffic Control Plans

PHC assumes that no traffic control plans or special provisions will be prepared for the preliminary stage. Preliminary traffic control estimate will be estimated by Parametrix.

Subtask 05-02 – Final Traffic Control Plans

At the Final TCP level, PHC will prepare site specific Traffic Control Plans. PHC will develop Division 1 Traffic Control Special Provisions and provide a Traffic Control Estimate to Parametrix.

Deliverables

- 90%, 100%, and Bid Set TCPs
 - Up to six (6) TCP sheets total for the whole package
 - General notes sheet
 - Site specific traffic control plans for up to three (3) traffic control scenarios
 - Up to one (1) typical pedestrian traffic control plan on one sheet
 - One details sheet
- 90%, 100%, and Bid Set Traffic Control Special Provisions
- 90%, 100%, and Bid Set Estimate. Two sets for two separate funding sources.

Optional Engineering Services (Not in Contract)

Provide Bidding and/or Construction Services Support

At the option of the City, PHC will provide bidding and/or construction support services. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

Prepare Additional Temporary Traffic Control/Detour Plans

At the option of the City, PHC will prepare temporary traffic plans or detour plans as a supplemental task. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

TASK 06 – ROADWAY PAVING

Develop a set of plans for the removal and replacement of the roadway asphalt between Bridges 3 and 4.

Subtask 06-01 – Roadway Paving

Approach

- Address 30%, 90%, and 100% plans comments from the City and WSDOT
- Perform QA/QC prior to each submittal.
- Prepare technical memorandum to submit with each deliverable.

Assumptions

- A pavement design is not required.

- Geotechnical engineer will recommend to PHC areas of subgrade replacement or asphalt reinforcements for cracking areas, settling areas. Geotechnical Engineer will inform PHC of full depth pavement replacement or 2" overlay replacement. In absence of geotechnical recommendation otherwise, the roadway paving will consist of a 2" grind and 2" asphalt overlay.
- Limit for paving design is from bridge 3 to bridge 4. Design of paving on bridges is performed by others.
- Assumes no utility work, protection of utilities in place.
- No major change in direction after the 90% submittal, comments limited to editorial in nature
- Parametrix will provide topographic survey base map for the project area
- All project drawings will be done in current AutoCAD version
- Parametrix will compile the submittal and complete coordination with City and/or other agencies
- Full size paper size for plan set deliverables
- Project specifications will follow City of North Bend and current version of WSDOT standard specifications

Deliverables

- 30% Paving Plans
 - One (1) sheet total
- 90%, 100%, and Bid Set Plans.
 - Up to two (2) sheets total
- 90%, 100%, and Bid Set specifications and special provisions.
- 30%, 90%, 100%, and Bid Set Opinion of Probable Cost. Two sets for two separate funding sources.

Optional Engineering Services (Not in Contract)

Provide Bidding and/or Construction Services Support

At the option of the City, PHC will provide bidding and/or construction support services. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

TASK 07 – BID SUPPORT

The Consultant 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 summary of comparison between value of bid items and engineer's estimate as requested by the City.

TASK 08 – CONSTRUCTION SUPPORT

Parametrix will provide professional Construction Management (CM) Services. These services will include field observation, documentation, and reporting as required during the Project construction period. All services will be provided in accordance with the Washington State Department of Transportation's (WSDOT) Local Agency Guidelines and Construction Manual.

This task consists of participation in a CM coordination kickoff meeting, development of a SharePoint based document control and information management system, assisting the City in preparing the pre-construction meeting and attending the pre- construction meeting.

Subtask 08.01 – Pre-construction Services & Document Control

The Consultant shall attend the CM Coordination Kickoff Meeting and provide the following services:

1. Provide input to the City on the meeting agenda structure and topics for a CM coordination kickoff meeting with City staff.

Assumptions

1. The City will provide draft and final meeting minutes.
2. Assumes one meeting in person at jobsite or at location of City's choosing.
3. The RE, inspectors, Third Party Testing, and Documentation leads shall attend this meeting.

Deliverables

1. Meeting agenda inputs.

Document Control and Information Management System

The Consultant shall tailor forms, tracking logs, systems, and related documentation for the information management and document control services to be performed during construction for electronic copies, as outlined below.

1. Develop forms to track receipt, logging, filing, review, and routing of Project documents. Document control forms shall address the receipt, logging, reviewing, routing, filing and storage of necessary Project and contract documents, including but not limited to submittals, correspondence, meeting notes, e-mails, reports, Requests for Information (RFI), change orders, substitution requests, shop drawings, photos, inspection reports, construction drawings, specifications, and other construction-related documents.
2. Develop a project-specific SharePoint site for use by the Construction Management team and accessible by the City.

Assumptions

1. Maintenance of the Document Control system will be provided for under Subtask 8.2.
2. Forms and logs shall be in Excel.
3. Sharepoint (construction management platform for all project files) will be managed by the Consultant and all files downloaded and turned over to City at end of project.

Deliverables

1. Electronic files of all contracts related documents and correspondence

Subtask 08.02 – Construction Services and Documentation

The Consultant will be responsible for all aspects of general construction management and inspection of contractor progress, including field inspections, document control, Record of Materials (ROM), and change management. This includes reviewing the Contractor's baseline schedule, investigating, and resolving Change Orders and Field Directives. The Consultant will be responsible for review, monitoring and inspection of the Contractor and its subcontractors' work on the Project for problems or any violation or incompliance in implementing the Project design or the Contractor's safety programs. This also includes communication with the City during the duration of the construction.

Construction Progress Meetings

The Consultant shall provide the following construction progress

1. Schedule and lead the construction progress
2. Attend construction progress
3. Prepare and distribute meeting agendas.
4. Prepare draft minutes and distribute them within 1 day of the progress
5. Distribute the final meeting minutes within 2 days after receiving the City's comments.
6. Construction progress meetings

Deliverables

1. Agendas.
2. Draft and final meeting minutes.

Evaluate Construction Schedule and Progress Payments

The Consultant shall provide the following services:

1. Review and comment on the Contractor's Construction Schedule and Phasing Plan, outlining the proposed construction activities, including:
 - o Review the baseline construction schedule showing the association of the main activities, schedule restrictions from permits, and other constraints and milestones.
 - o Review and comment on Contractor's baseline schedule submittal and review compliance with the Contract.
 - o Evaluate Contractor's schedule submittals for percent complete on each activity and compare reported, actual, and planned work progress.
 - o Review effects of change requests and proposals on the Contractor's schedule.
 - o Review of Contractors' monthly pay requests for compliance with contract.
 - o Measure and verify the completion of all items on pay requests and make a recommendation on approval for payment.
 - o Submit monthly recommendations for payment for the City's approval.
 - o Verify and report on the completion of all items for the final contract progress payment.

Deliverables

1. Comments on the Contractor's Baseline Construction Schedule and any Phasing Plans for day/night shift.
2. Recommendations on Contractor's monthly pay requests.

Construction Documents and File Maintenance

The Consultant shall provide services related to processing, tracking, and distributing of Requests for Information (RFIs) and submittals for the construction. The Consultant shall track all submittals to ensure timely review and return to the Contractor. The Consultant shall investigate and research RFIs as requested, track and distribute for response as appropriate to ensure timely response to the Contractor. Certain RFI responses may require coordination of response input from the City and/or design team. The Consultant shall check RFI responses for clarity, propose updated changes to the contract, and submit cost and schedule change proposals to the City. Services for this task include:

1. Create, maintain, track, and distribute submittal logs to the City for approval.
2. Create, maintain, track, and distribute RFI logs to facilitate the review and commenting process.
3. Review submittals and submit written comments to the City on clarity and impacts to cost and schedule.
4. Coordinate with the City or design team for any material substitution requests from the Contractor.
5. Implement and maintain the Document Control Plan
6. Maintain the Project files conforming to the City's contract filing structure and Document Control Plan, which will include, at a minimum, all submitted and approved drawings, reports, RFI's, submittals, shop drawings, correspondence, nonconforming work reports, meeting minutes, and other Project information (digital photos, construction daily reports)
7. Timely log and file all documents.

Assumptions

1. Submittals and RFI's will be saved electronically on Sharepoint, hard copies will not be provided.
2. All project documentation shall be provided electronically.

Deliverables

1. Submittal logs
2. RFI log
3. Upload documents and maintain SharePoint
4. Provide electronic files from downloaded SharePoint files at end of project.

Change Management

The Consultant shall oversee and manage change requests, proposals, Field Directives, and Change Orders. The Consultant shall communicate with the City's Project Manager to ensure the Contractor will complete the Project in accordance with the City's objectives of schedule, cost, quality, and safety. The Consultant shall be responsible for reviewing, evaluating, and commenting on the Contractor's proposals and impacts to the Project schedule; making recommendations; performing change/cost negotiations with the Contractor as requested and directed by the City; preparing meeting notes; and documenting negotiations.

Services for this task include but are not limited to the following:

1. Support the City in anticipating construction activities or conditions where changes affecting cost or schedule may apply, or when input from the design team may benefit the Project.
2. Review and evaluate change proposals, including Field Directives and Change Orders for entitlement/cost.
3. Review effects of change requests and proposals on the Contractor's schedule.
4. Track, verify, and summarize Time and Material sheets.
5. Prepare Change Order reports.

6. Attend and document all negotiations.
7. Prepare change order packages for routing to the City.
8. Package and process Change Orders for payment.
9. Track Field Directives.
10. Coordination and QA review of construction Contractor's (redline) of Project plans.

Assumptions

1. Changes will be sent to the City for review and approval.

Deliverables

1. Change Order status reports with backup information.
2. Written correspondence (notice of deficiency) when tests, construction or any document prepared by the Contractor.
3. Negotiation meeting notes (draft and final).
4. Documentation of field directive evaluations and recommendations.
5. Change Order packages including documentation of change order evaluations and recommendations.

Inspection and Other Field Services

The Consultant shall provide inspection and field services on site when the Contractor is working and shall report to the City daily.

The Consultant shall provide the following services:

1. Observe and inspect the work performed by the Contractor for completion in conformance with the approved plans and specifications.
2. Document the work performed by the Contractor and prepare Construction Daily Reports (CDR) that include estimated quantities and tracking of materials, labor and equipment on the site, work in progress, work completed, discrepancies, discussions, test results, weather, site conditions, and other pertinent items.
3. Prove a complete photographic record of pre-construction and construction conditions, including daily photographs using a digital camera, preferably by the same person, from unchanging vantage points as well as supplemental photographs of unusual occurrences or problem events.
4. Collect and distribute reports from testing companies and special inspectors. Function as the main point of contact for site visitors, permitting agency inspectors, utility crews, special inspectors, and other consultants and subcontractors.

Assumptions

1. Inspection time is estimated at 8 hours per day for 60 working days.

Deliverables

2. The inspector will provide a copy of the previous day's daily report to the CM daily (uploaded to the SharePoint site within 24 hours of work observed).
3. Field (Work Change) Directives, as needed.
4. Project photos, in digital format, will be provided as part of the document control system.
5. Copies of reports from testing companies and special inspectors

Construction Contract Close-Out

The Consultant shall provide the following construction contract close-out services:

1. Prepare a draft punch-list of items to correct or completed. Coordinate with City and Contractor for a final inspection meeting at the site to review the punch-list and development of a final punch-list.
2. Conduct a final review of Contractor's completed record documents to ensure completeness and accuracy.
3. Prepare a Certificate of Substantial Completion
4. Prepare a Certificate of Physical Completion, following the completion of all punch-list items and other requirements that may exist.

Deliverables

1. Draft and final punch-list.
2. Prepare Certificate of Substantial Completion
3. Prepare Certificate of Physical Completion.
4. Close-out documents via hard drive (see notes in prior sections).

Subtask 08.03 – Material Testing

Provide materials testing (oversight and report review) and special inspections services as necessary for paving and all other requirements by third party consultant, contracted directly to the prime consultant.

Deliverables

1. Prepare daily third party test reports
2. Final buy-off required for Substantial Completion.
3. Final copies of reports
4. Project photos as required

Subtask 08.04 – Submittal Review / RFI's

As part of Construction Phase Support, Parametrix will provide engineering support for the following services related to submittal and RFI review:

- Attendance at up to one field review for observing the existing deck condition after overlay removal.
- Review and response of up to 8 RFIs
- Review and response of up to 8 submittals
- Attendance at up to six one-hour virtual meetings.
- Provision of one addendum for minor changes.
- Provision of record drawings.

01	Project Management	SR Project Coordinator	Rebecca Kunesliman	Steven D. Ollinger	Lauren M. Jones	Project Controls Specialist	Stephen D. Ollinger	Lauren M. Jones	Scott D. Spees	Armando P. Mendozza	Joseph R. Merth	Katherinen Sekel	Tyler Stewart
01	Project Management	SR Project Coordinator	Rebecca Kunesliman	Steven D. Ollinger	Lauren M. Jones	Project Controls Specialist	Stephen D. Ollinger	Lauren M. Jones	Scott D. Spees	Armando P. Mendozza	Joseph R. Merth	Katherinen Sekel	Tyler Stewart
07	Bid Support	SR Project Coordinator	Rebecca Kunesliman	Steven D. Ollinger	Lauren M. Jones	Project Controls Specialist	Stephen D. Ollinger	Lauren M. Jones	Scott D. Spees	Armando P. Mendozza	Joseph R. Merth	Katherinen Sekel	Tyler Stewart
07	Bid Support	SR Project Coordinator	Rebecca Kunesliman	Steven D. Ollinger	Lauren M. Jones	Project Controls Specialist	Stephen D. Ollinger	Lauren M. Jones	Scott D. Spees	Armando P. Mendozza	Joseph R. Merth	Katherinen Sekel	Tyler Stewart
08	Construction Support	SR Project Coordinator	Rebecca Kunesliman	Steven D. Ollinger	Lauren M. Jones	Project Controls Specialist	Stephen D. Ollinger	Lauren M. Jones	Scott D. Spees	Armando P. Mendozza	Joseph R. Merth	Katherinen Sekel	Tyler Stewart
01	Pre-Construction Services & Document Control	\$867.06	6	\$103.06	\$99.97	\$42.50	\$48.01	\$55.38	\$68.38	\$43.57	\$205.82	\$131.15	
02	Construction Services and Documentation	\$21,189.20	148	\$127.93	\$144.51	\$166.69	\$300.91	\$300.91	\$300.91	\$300.91	\$300.91	\$300.91	
03	Material Testing	\$2,385.12	20	\$10.21	\$10.21	\$10.21	\$10.21	\$10.21	\$10.21	\$10.21	\$10.21	\$10.21	
04	Submittal Review / RFIs	\$2,537.19	12										

Labor Totals:	\$31,905.04	212	4	22	2	4	70	12	14	4	80
Escalation Amt:											
Totals:	\$31,905.04										

Subconsultants													
Ott Rosenau & Associates	\$ 7,360.00												
PH Consulting	\$ 3,320.00												
Subtotal	\$ 10,680.00												
3% Markup	\$ 320.40												
Subconsultants Total:	\$11,000.40												

Other Direct Expenses													
Mileage	Mileage @ \$0.67/mile												
Other Direct Expenses Total:	\$0.00												
Project Total	\$42,905.44												

North Bend Way Bridge Deck Repair Project
Vicinity Map



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Notes:

Date: 4/14/2025





City Council Agenda Bill

SUBJECT:	Agenda Date: May 6, 2025	AB25-042
Resolution Accepting Bids and Awarding Construction Contract to Westerlund Excavation for the Dahlgren Rectangular Rapid Flashing Beacon (RRFB) Crossing Project	Department/Committee/Individual	
Cost Impact: \$41,700	Mayor Mary Miller	
Fund Source: Transportation Impact Fees (Tanner Trail Extension Capital Project)	Interim City Administrator – Bob Larson	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	X

Attachments: Resolution, Bid Tabulation, Vicinity Map

SUMMARY STATEMENT:

In early 2025, a very small portion of the Tanner Trail Extension (TTE) Transportation Capital Project was requested by the City's Transportation and Public Works (TPW) Committee to be constructed before the rest of the TTE project. The immediate goal is to make an improved pedestrian connection from the recently constructed North Bend Way mid-block crosswalk to nearby Tanner Trail located on the opposite side of North Bend Way from nearby Dahlgren Family Park. This mini project includes the construction of a curb ramp, filling for a path over a drainage ditch, a new culvert, new sub-grade and pavement, and other improvements adjacent to Tanner Trail and the crosswalk near the rectangular rapid flashing beacon.

Construction bids for this project were due to the City by 2:00 p.m., Wednesday March 26th and three (3) bids were received. Bid results are attached and ranged from \$41,700 to \$55,175. The engineer's estimate was \$45,000. The low bid came from Westerlund Excavation in the amount of \$41,700 including all applicable taxes. City staff have conducted the appropriate background checks on Westerlund Excavation and recommend the award of this contract to Westerlund Excavation. The project is intended to be constructed in the next couple of months.

The remainder of the TTE project, with costs in excess of one million dollars, won't be constructed until the summer of 2026, if the City is successful in obtaining grant funding for it this year. The TTE is listed on the City's current 6-year (2025-2030) Transportation Improvement Plan. If the City is unsuccessful at obtaining a grant in 2025 or 2026, then construction of the TTE will likely be pushed out to 2027 or beyond. Currently, the engineering design of TTE is approximately 60% completed.

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 April 22, 2025 meeting and recommended approval and placement on Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB25-042, a resolution accepting bids and awarding the construction contract for the Dahlgren RRFB Crossing Project to Tanner Trail to Westerlund Excavation.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
May 6, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING A CONSTRUCTION CONTRACT FOR THE SIDEWALK CONNECTION FROM NORTH BEND WAY TO TANNER TRAIL NEAR THE DAHLGREN FAMILY PARK

WHEREAS, City staff and the Transportation and Public Works Committee determined that the Sidewalk Connection from the Dahlgren Park Rectangular Rapid Flashing Beacon to Tanner Trail is a priority in 2025; and

WHEREAS, the City Council has allocated sidewalk funding for Tanner Trail in the 2025 budget; and

WHEREAS, work shall include, but is not limited to curb & gutter, drainage improvements, curb ramp and site grading; and

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

WHEREAS, bid documents were sent to four (4) local contractors and the City accepted bids up until Wednesday March 26, 2025 at 2:00 p.m.; and

WHEREAS, the City received bids from three (3) contractors with the lowest bid coming from Westerlund Excavation in the amount of \$41,700, 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 this project are accepted.

Section 2. The construction contract is awarded to Westerlund Excavation, in the amount of \$41,700 including all applicable taxes, in a form and content approved by the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF
MAY, 2025.**

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

City of North Bend
 Dahlgren RRFB Curb Ramp
 BID OPENING TIME: March 26th 2025 at 2 PM
 PROJECT ENGINEER: Mike Mayen, P.E.

Dahlgren RRFB Curb Ramp		Average of All Bids			Westerlund Excavation			Eastern Washington Groundworks			Reaper Construction		
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
1	Mobilization	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00
2	Construction Surveying	1	LS	\$ 2,375.00	\$ 2,375.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00
3	Temporary Traffic Control	1	LS	\$ 3,800.00	\$ 3,800.00	\$ 2,500.00	\$ 2,500.00	\$ 5,200.00	\$ 5,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
4	Clearing and Grubbing	1	LS	\$ 875.00	\$ 875.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00
5	Removal of Structures and Obstructions	1	LS	\$ 1,250.00	\$ 1,250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
6	Excavation Incl. Haul	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
7	Common Borrow Incl. Haul	60	CY	\$ 28.75	\$ 1,725.00	\$ 20.00	\$ 1,200.00	\$ 45.00	\$ 2,700.00	\$ 50.00	\$ 3,000.00	\$ 75.00	\$ 1,875.00
8	Crushed Surfacing Top Course	25	Ton	\$ 41.75	\$ 1,043.75	\$ 40.00	\$ 1,000.00	\$ 52.00	\$ 1,300.00	\$ 150.00	\$ 1,900.00	\$ 480.00	\$ 560.00
9	Concrete Curb and Gutter Incl. HIMA Patch Back	66	LF	\$ 92.50	\$ 6,105.00	\$ 100.00	\$ 6,600.00	\$ 120.00	\$ 7,920.00	\$ 150.00	\$ 9,900.00	\$ 1,200.00	\$ 1,500.00
10	WSDOT Type B perpendicular Curb Ramp	1	EA	\$ 4,200.00	\$ 4,200.00	\$ 6,500.00	\$ 6,500.00	\$ 4,800.00	\$ 4,800.00	\$ 5,500.00	\$ 5,500.00	\$ 2,500.00	\$ 2,500.00
11	Catch Basin Type 11, Incl. Connection to Existing Drainage	1	EA	\$ 3,350.00	\$ 3,350.00	\$ 7,900.00	\$ 7,900.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,900.00	\$ 3,900.00
12	Corrugated Polyethylene Storm Sewer Pipe 12 in. Diam	65	LF	\$ 55.50	\$ 3,607.50	\$ 100.00	\$ 6,500.00	\$ 62.00	\$ 4,030.00	\$ 60.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
13	Property Restoration	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 44,450.00	\$ 44,450.00	\$ 55,475.00	\$ 55,475.00
Average Bid Total		\$ 35,331.25	Bid Total		\$ 44,700.00	Bid Total		\$ 44,450.00	Bid Total		\$ 55,475.00	Bid Total	

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

Dahlgren RRFB Curb Ramp Project Vicinity Map



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Notes:

Date: 4/14/2025



EagleView Technologies, Inc., King County, King County



Office of Mayor PROCLAMATION

WHEREAS, wildfire seasons have become longer and more destructive, which threatens communities throughout Washington; and

WHEREAS, our communities—especially communities including but not limited to our seniors, low-income residents, and those with disabilities and functional needs—have become increasingly susceptible to wildfire with increasing temperatures, decreasing summer rain, and earlier snowmelt and this has elevated the need for wildfire prevention and preparedness at both the community and individual homeowner levels; and

WHEREAS, individuals are encouraged to help reduce the risk of wildfire while recreating outdoors; and

WHEREAS, outdoor burning is the leading human cause of wildfires, which can be prevented by following rules and laws; and

WHEREAS, Washington State Department of Natural Resources cited about 85 percent of all fires statewide were human caused and a majority of those human caused fires could have been avoided; and

WHEREAS, North Bend residents must understand that they need be prepared to survive wildfire by working together to prepare their homes and communities; and that preparedness actions they take on their property not only help their home have a better chance of surviving on its own during a wildfire incident, but also provides a safer space for first responders to help protect homes; and

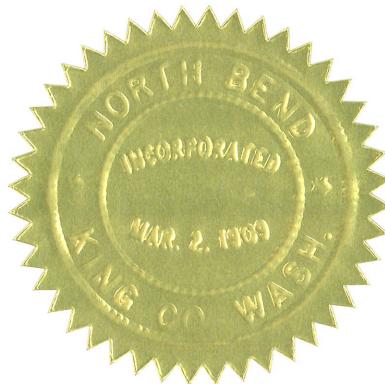
WHEREAS, when whole communities implement appropriate pre-fire activities like evacuation planning, adding defensible space on their properties, and home hardening, they improve the survivability of their individual homes and community during wildfire; and

WHEREAS, local, state, and federal agencies and organizations work together to increase awareness of wildfire risk with the goal of ensuring that communities are prepared and resilient to wildfire;

NOW, THEREFORE, I, Mary Miller, Mayor, do hereby proclaim the month of May 2025, as

WILDFIRE AWARENESS MONTH

in the City of North Bend and encourage our citizens to join us as we participate in Wildfire preparedness.



Signed this 6th day of May, 2025

Mary Miller
Mayor



City Council Agenda Bill

SUBJECT:	Agenda Date: May 6, 2025	AB25-043
Ordinance Amending Certain Sections of North Bend Municipal Code Title 14 Relating to Environmental Protection and the City's Critical Area Map Series	Department/Committee/Individual	
Cost Impact: N/A	Mayor Mary Miller	
Fund Source: N/A	Interim City Administrator – Bob Larson	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	X
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
	Senior Planner- Jamie Burrell	X
Attachments: Ordinance, Exhibit A – Critical Area Map Series, Planning Commission Staff Report with Public Comment and Technical Memorandum		
SUMMARY STATEMENT:		
<p>The City adopted amendments to its Comprehensive Plan as part of its 2024 periodic update on December 3, 2024. State law requires that updates to the City's development regulations and critical areas ordinance be made every ten years.</p> <p>The City hired a qualified professional to perform a Best Available Science review for the 2025 Critical Areas Code, with consideration to Checklist comments provided by agencies during the Comprehensive Plan Update. Comments were also submitted by the Tulalip Tribe, Snoqualmie Tribe, Washington Department of Fish and Wildlife, and Washington Department of Natural Resources. The outcome of the Best Available Science review was the preparation of a technical memorandum with recommended updates mostly related to definitions, reference to revised guidance or manuals by State agencies, and consistency with RCW and WAC amendments. In drafting the proposed amendments, the City followed recommendations in the technical memorandum from its consultant, and the City worked to address comments received from the Tulalip Tribe, Snoqualmie Tribe, Washington Department of Fish and Wildlife, and Washington Department of Natural Resources by providing additional amendments. Annotated responses to public comment received are attached.</p> <p>City GIS staff reviewed the Critical Area Map Series and updated Tax Parcel, City Limit and Urban Growth Area boundaries. Other additions included new delineated wetlands, wellhead protection areas consistent with the Wellhead Protection Plan, and 100 ft contours created from the State database.</p> <p>The Planning Commission held a Public Hearing on March 19, 2025, and made a recommendation to the Council to approve the proposed amendments.</p>		
APPLICABLE BRAND GUIDELINES: sustainably managed growth		
COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this item at their April 15, 2025 meeting and recommended approval and placement on the Main Agenda for discussion.		
RECOMMENDED ACTION: MOTION to approve AB25-043, an ordinance amending certain sections of North Bend Municipal Code Title 14 relating to environmental protection and the City's Critical Area Map Series, as a first and final reading.		

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 6, 2025		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, AMENDING CERTAIN SECTIONS AND
SUBSECTIONS OF NORTH BEND MUNICIPAL CODE
TITLE 14, ENVIRONMENTAL PROTECTION;
SPECIFICALLY AMENDING NBMC 14.05.040(B)(4),
14.05.040(C)(8), 14.05.040(G)(1), 14.05.040(R), 14.05.140,
14.05.240(B)(1), 14.05.240(C)(c), 14.05.250(E), 14.06.010,
14.09.030, 14.09.040, 14.11.020, AND 14.12.010;
AMENDING THE CITY'S CRITICAL AREA MAP
SERIES IN RESPONSE TO THE 2024 COMPREHENSIVE
PLAN UPDATE; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, RCW 36.70A.130 requires that counties and cities take action to review and revise, if necessary, development regulations and critical area ordinances every ten years; and

WHEREAS, the City hired Otak to perform a Best Available Science (“BAS”) review to support the City’s 2025 Critical Areas Code updates (“proposed amendments”); and

WHEREAS, these proposed amendments were submitted to the Washington State Department of Commerce for review on March 7, 2025; and

WHEREAS, a SEPA Determination of Non-Significance was issued for the proposed amendments on March 7, 2025; and

WHEREAS, the City of North Bend Planning Commission (“Planning Commission”) held a public hearing to receive testimony on the proposed amendments at its March 19, 2025, meeting; and

WHEREAS, the Planning Commission, by motion on March 19, 2025, recommended approval of the proposed amendments to the North Bend Municipal Code (“NBMC”) and Critical Area Map Series as detailed in its findings, conclusions and recommendations; and

WHEREAS, the City of North Bend has satisfied all requirements of the update under RCW 36.70A.130; and

WHEREAS, the North Bend City Council finds that the public interest and welfare would be satisfied by amending NMBC Subsections/Sections 14.05.040(B)(4), 14.05.040(C)(8), 14.05.040(G)(1), 14.05.040(R), 14.05.140, 14.05.240(B)(1), 14.05.240(C)(c), 14.05.250(E), 14.06.010, 14.09.030, 14.09.040, 14.11.020, and 14.12.010;

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

Section 1. NBMC Subsection 14.05.040(B)(4) (Definitions – Best Available Science),

Amended: North Bend Municipal Code 14.05.040(B)(4) (Definitions – Best available science) is hereby amended to read as follows:

B. “B” Definitions.

...

4. “Best available science” means current scientific information and Indigenous Knowledge used in the process to designate, protect, or restore critical areas that is derived from a valid scientific process as defined by WAC 365-195-900 through 365-195-925.

All other definitions set forth in NBMC 14.05.040(B) shall remain in effect as currently adopted.

Section 2. NBMC Subsection 14.05.040(C)(8) (Definitions – Critical Areas),

Amended: North Bend Municipal Code 14.05.040(C)(8) (Definitions – Critical areas) is hereby amended to read as follows:

C. “C” Definitions.

...

8. “Critical areas” include the following areas and ecosystems: (a) Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas; and (e) geologically hazardous areas. Critical areas include lands with natural hazards or lands that support certain unique, fragile or valuable resources. "Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company. ~~means any of the following areas or ecosystems: wetlands; critical aquifer recharge areas; streams and other fish and wildlife habitat areas; frequently flooded areas; and geologically hazardous areas as defined by the Growth Management Act (RCW 36.70A.170).~~

....

All other definitions set forth in NBMC 14.05.040(C) shall remain in effect as currently adopted.

Section 3. NBMC Subsection 14.05.040(G)(1) (Definitions – Geologically Hazardous Areas), Amended: North Bend Municipal Code Subsection 14.05.040(G)(1) (Definitions – Geologically hazardous areas) is hereby amended to read as follows:

G. “G” Definitions.

1. “Geologically hazardous areas” means areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns. means areas that may not be suited to development consistent with public health, safety, or environmental standards, because of their susceptibility to erosion, sliding, earthquake, or other geological events as designated by WAC 365-190-080(4). Types of geologically hazardous areas include areas with erosion, landslide, seismic, and volcanic hazards.

All other definitions set forth in NBMC Subsection 14.05.040(G) shall remain in effect as currently adopted.

Section 4. NBMC Subsection 14.05.040(R) (Definitions – “R” Definitions), Amended: North Bend Municipal Code Subsection 14.05.040(R) (“R” Definitions) is hereby amended to read as follows:

R. “R” Definitions.

1. “Reasonable use” means a legal concept articulated by federal and state courts in regulatory taking cases.
2. “Recreational vehicle” means a vehicle that is: built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by an automobile or light duty truck; and designed primarily for use as temporary living quarters for recreational, camping, travel, or seasonal use, and not as a permanent dwelling.
3. “Riparian habitat” means areas adjacent to aquatic systems with flowing water that contains elements of both

aquatic and terrestrial ecosystems that mutually influence each other.

4. "Riparian habitat zone" means the land adjacent to streams and other bodies of water where vegetation is strongly influenced by the presence of water. The riparian habitat zone includes lands within:

- a. Two hundred fifty feet of the ordinary high water mark of Type S streams;
- b. Two hundred feet of the ordinary high water mark of Type F streams greater than five feet wide;
- c. One hundred fifty feet of the ordinary high water mark of Type F streams less than five feet wide or lakes; and
- d. One hundred fifty to 225 feet of the ordinary high water mark of Type N perennial and seasonal streams depending on slope stability.

5. "Riparian management zone" means areas adjacent to streams containing elements of both aquatic and terrestrial ecosystems that mutually influence each other. The width of these areas extends to that portion of the terrestrial landscape that directly influences the aquatic ecosystem by providing shade, fine or large woody material, nutrients, organic and inorganic debris, terrestrial insects, or habitat for riparian-associated wildlife.

Section 5. NBMC Section 14.05.140 (Exceptions), Amended: North Bend Municipal Code Section 14.05.140 (Exceptions) is hereby amended to read as follows:

Except as prohibited in Chapter 14.20 NBMC the following are exceptions from the provisions of this chapter when applicable criteria, performance standards, and approvals are met:

A. Administrative Exceptions.

1. An applicant shall submit a written request for exception from the director that describes the proposed activity and exception that applies.
2. The director shall review the exception requested to verify that the proposed activity complies with Chapters 14.05 through 14.20 NBMC and shall approve or deny the exception. Exceptions that may be requested include:

- a. Determination of nonconforming status pursuant to NBMC [14.05.160](#);
- b. Operation, maintenance, or repair of existing structures, infrastructure improvements, existing utilities, public or private roads, dikes, levees, or drainage systems, if the activity does not increase impacts to the critical area functions and values as a result of the proposed operation, maintenance or repair;
- c. Activities within an improved right-of-way. Activities within an improved right-of-way include the replacement, modification, installation or construction of utility facilities, lines, pipes, mains, streets, sidewalks, curbs, gutters, equipment or appurtenances, not including substations, when such facilities are located within the improved portion of the public right-of-way or a city-authorized private roadway, except those activities that alter a wetland or watercourse, such as new culverts or bridges, or result in the transport of sediment, subject to the following:
 - i. The activity shall result in the least possible impact and have no practical alternative with less impact on the critical area and/or its buffer;
 - ii. An additional, contiguous, and undisturbed critical area buffer shall be provided, equal in area to the disturbed critical area buffer; and
 - iii. Retention and replanting of native vegetation shall occur wherever possible along the right-of-way improvement and resulting disturbance;
- d. Minor Utility Projects. Minor utility projects are those utility projects that have minor or short-term impacts to critical areas, as determined by the director in accordance with the criteria below, and that do not significantly impact the functions and values of a critical area(s), such as the placement of a utility pole, anchor, vault, or other small component of a utility facility; provided, that such projects are constructed with best management practices and additional restoration measures are provided. Minor activities shall not interrupt the transport of sediment. Such exceptions shall meet the following criteria:

- i. There is no practical alternative to the proposed activity with less adverse impacts on critical areas and all attempts have been made first to avoid impacts, next to minimize impacts, and lastly to mitigate unavoidable impacts;
- ii. The activity will not change or diminish the overall critical area hydrology or flood storage capacity;
- iii. The minor utility project shall be designed and constructed to prevent spills and leaks into critical areas;
- iv. To the maximum extent practicable, utility corridor access for maintenance is at limited access points into the critical area buffer rather than by a parallel access road; and
- v. The site shall be revegetated to at least its former condition;

e. Nonexempt vegetation removal activities, including enhancement and restoration activities. Removal of invasive and noxious weeds that appear on the lists maintained by the Washington State Noxious Weed Control Board and King County noxious weed control board, and additional aggressive nonnative species including Japanese knotweed, scotch broom, English ivy, Himalayan blackberry, and evergreen blackberry, and enhancement and restoration activities for the purpose of restoring functions and values of critical area(s) that do not require construction permits, shall be encouraged by individual property owners. These projects shall use approved, limited-spectrum, water-safe herbicides, hand labor, and light equipment that minimize disturbance to the critical area and buffer. Nonexempt vegetation removal and enhancement and restoration activities in wetlands, streams, and wildlife habitat areas and their buffers shall be coordinated with the director to ensure revegetation of the site with native planting that will preserve or enhance the functions and values of the critical area and/or its buffer; and

f. Hazardous tree removal; provided, that the hazard is documented by a qualified professional consistent with the requirements of Chapter 19.10 NBMC; and provided, that the responsible party removing the

hazardous tree(s) replaces any trees that are removed with new trees at a ratio of three replacements for each tree removed (3:1). Replacement trees shall be located within critical areas and buffers, and shall be species that are native and indigenous to the site, and shall be a minimum of five-gallon container plant material size. Where feasible the creation of snags shall be considered in critical areas or their buffers rather than complete tree removal.

B. Public Agency or Utility Exception. If the application of this title would prohibit a development proposal by a public agency or public utility that is essential to its ability to provide service, the agency or utility may apply for an exception pursuant to this subsection. After holding a public hearing pursuant to Chapter 20.03 NBMC, the hearing examiner may approve the exception if the hearing examiner finds that:

1. There is no other practical alternative to the proposed development with less impact on the critical areas, based on the demonstration by the applicant of the following factors:
 - a. The applicant has considered all reasonably possible construction techniques based on available technology that are feasible for the proposed project and eliminated any that would result in unreasonable risk of impact to the critical area; and
 - b. The applicant has considered all available sites and alignments within the range of potential sites and alignments that meet the project purpose and for which operating rights are available; and
2. The proposal minimizes and mitigates unavoidable impacts to critical areas and/or critical area buffers.

C. Reasonable Use. If the application of this title would deny all reasonable use of the property, the applicant may apply for an exception pursuant to this section. After holding a public hearing pursuant to Chapter 20.03 NBMC, the hearing examiner may approve the exception if the hearing examiner finds that:

1. The critical area regulations would otherwise deny all reasonable use of the property;
2. There is no other reasonable use consistent with the underlying zoning of the property that has less adverse impact on the critical area and/or associated buffer;

3. The proposed development does not pose an unreasonable threat to the public health, safety, or welfare on or off the property;
4. Any alteration to critical areas is the minimum necessary to allow for reasonable use of the property;
5. The inability of the applicant to derive reasonable use of the property is not the result of actions by the applicant after the effective date of the ordinance codified in this chapter or its predecessor;
6. Impacts to critical areas will be mitigated to the greatest extent feasible to ensure no net loss of critical area functions and values, in accordance with an approved mitigation plan; and
7. For residences within a residentially zoned area, reasonable use of the property will be granted on the basis of a finding of consistency with the minimum reasonable use for such a residence as defined by the lesser of (a) 40 percent of the area of the lot, or (b) 2,550 square feet. Included in the total allowed area for a residence is:
 - a. The area of the first floor of the residence;
 - b. The area of any covered or uncovered decks or patios proposed, and any lawn areas proposed;
 - c. The area of roof overhangs greater than two feet;
 - d. The area of any living space or decks on any floor other than the first floor that extend beyond the walls of the first floor unless its area is already included in subsection (C)(7)(b) or (c) of this section; and
 - e. The area of any accessory structure.

The area should be the same as the area covered by structures and lawn as seen in a birds-eye view of the site looking directly down, with the exceptions of not counting the roof overhangs of not more than two feet. Application of this provision does not allow wetlands, streams and other fish and wildlife habitat areas, geologically hazardous areas, or their buffers to be converted to residential landscaping.

D. Farm Plan. A farm plan exception may be used on public open space lands designated for farm use in an adopted master plan, on lands that meet the definition of “agricultural land” in NBMC 18.06.030, or for existing and ongoing agricultural activities. A farm plan shall implement USDA

Natural Resource Conservation Service (NRCS) Field Office Technical Guide Best Management Practices and a qualified professional shall address potential impacts to critical areas from livestock, nutrients, farm chemicals, soil erosion, and sediment control and agricultural drainage infrastructure. The King County conservation district and the city must approve a written farm plan.

E. Mitigation Required. Any authorized alteration to a wetland or stream and other fish and wildlife habitat area or its associated buffer, as approved under subsection B or C of this section, shall be subject to conditions established by the city and shall require mitigation under an approved mitigation plan pursuant to NBMC 14.05.260.

Section 6. NBMC Subsection 14.05.240(B)(1) (Critical Area Reports/Studies),

Amended: North Bend Municipal Code Subsection 14.05.240(B)(1) (Critical Area Reports/Studies) is hereby amended to read as follows:

B. Studies Required.

1. When sufficient information to evaluate a proposal is not available, the director shall notify the applicant that a critical area study and report is required. Critical area reports are typically required for any project within 300 feet of a mapped critical area.

Section 7. NBMC Subsection 14.05.240(C)(c) (Critical Area Reports/Studies),

Amended: North Bend Municipal Code Subsection 14.05.240(C)(c) (Critical Area Reports/Studies) is hereby amended to read as follows:

c. Written report details, including the following:

- i. A copy of the site plan for the development proposal, including a description of the proposed stormwater management plan for the development and consideration of impacts to drainage alterations;
- ii. The dates, names, and qualifications of the persons preparing the report and documentation of any fieldwork performed on the site (including methodology and techniques);
- iii. Identification and characterization of all critical areas and buffers adjacent to the proposed project area;
- iv. A description of the proposal, including, but not limited to, descriptions of filling, dredging, modification for stormwater detention or discharge, clearing, grading, restoring, enhancing, grazing, or other physical activities

that change the existing vegetation, hydrology, soils, or habitat;

v. An assessment of the probable cumulative impacts to critical areas resulting from development of the site;

vi. A description of reasonable efforts to apply a mitigation sequencing approach to avoid, minimize, and mitigate impacts to critical areas;

vii. Plans for any proposed mitigation measures, as needed, to offset any impacts, in accordance with mitigation plan requirements set forth in NBMC 14.05.260, including but not limited to:

A. The impacts of any proposed development within or adjacent to a critical area or buffer on the critical area; and

B. The impacts of any proposed alteration of a critical area or buffer on the development proposal, other properties and the environment;

viii. A discussion of performance standards applicable to the critical area and proposed activity; ~~and~~

ix. Critical area reports shall address the project's climate resiliency within critical areas (e.g., increase habitat connectivity, planning for wider range of stream flows, and increase stream shading); and

xix. Financial guarantees to ensure compliance.

Section 8. NBMC Subsection 14.05.250(E) (General Mitigation Requirements).

Amended: North Bend Municipal Code Subsection 14.05.250(E) (General mitigation requirements) is hereby amended to read as follows:

E. Compensatory Mitigation. The goal of compensation is no net loss of critical area and/or buffer functions on a development site. Compensation includes creation, restoration (or reestablishment, rehabilitation), enhancement, and preservation of the critical area or its buffer depending on the scope of the approved alteration and what is needed to maintain or improve the critical area and/or buffer functions. See Wetland Mitigation in Washington State, Part 1: Agency Policies and Guidance (Version 2) (Ecology et al. 2021), as amended, and Part 2: Developing Mitigation Plans (Ecology et al. 2006), as amended. Compensation for approved critical area or buffer alterations shall meet the following minimum performance standards and shall occur pursuant to an approved mitigation plan:

1. The buffer for a created, restored, or enhanced critical area proposed as compensation for approved alterations shall be the same as the buffer required for the existing critical area. For the purposes of restoration, creation, or enhancement, buffers shall be fully vegetated and shall not include lawns, walkways, driveways, and other mowed or paved areas.
2. Mitigation Location Preference. Where on-site mitigation opportunities that result in enhancement of critical areas resources within the city are feasible, on-site approaches should be implemented. The director may facilitate and approve alternate mitigation projects based on considerations of best available science. Consistent with the following priorities for mitigation location preference, alternate mitigation strategies may be approved by the director only where on-site approaches are documented as not feasible.
 - a. On Site and In Kind. Except where shown to be infeasible and consistent with the standards of this section, all critical area impacts shall be compensated for through restoration or creation of replacement areas that are in kind, on site, and of similar or better critical area category. Mitigation shall be timed prior to or concurrent with the approved alteration and shall have a high probability of success.
 - b. Off Site and In Kind. The director may consider and approve off-site compensation where the applicant demonstrates that greater biological and hydrological functions and values will be achieved than through on-site mitigation. The preferred location for off-site mitigation is within city limits, although off-site locations within the surrounding upper Snoqualmie River Valley may be approved. The compensation ratios specified under the “on-site” compensation section for each critical area shall apply for off-site compensation as well. The director may request contractual linkage to the off-site parcel to ensure its availability and landowner willingness. Use of a city approved mitigation receiving site could include either of the following approaches; provided, that either off-site mitigation approach meets all state and federal permit requirements:
 - i. Developers may contribute payment towards an identified city mitigation project with approval from the director; or

- ii. Developers may design and implement off-site mitigation at the approved mitigation receiving site with approval from the director.
- c. Advance mitigation, in-lieu fee programs, or mitigation banking are examples of alternative mitigation approaches allowed under the provisions of this section if it is demonstrated that all of the following circumstances exist:
 - i. There are no reasonable opportunities for on-site or off-site mitigation within the city or upper Snoqualmie River Valley;
 - ii. The off-site mitigation has a greater likelihood of providing equal or improved critical areas functions than the altered critical area, and there is a clear potential for success of the proposed mitigation at the identified mitigation site; and
 - iii. Credits from an approved (state-certified) wetland mitigation bank are used as compensation, and the use of credits is consistent with the terms of the approved bank instrument; or, fees are paid to an approved in-lieu fee program to compensate for the impacts.
- 3. Increased Replacement Ratios. The director may increase the replacement ratios under the following circumstances:
 - a. Uncertainty exists as to the probable success of the proposed restoration or creation due to an unproven methodology or proponent; or
 - b. A significant period of one year or more will elapse between impact and replication of wetland functions; or
 - c. The impact was unauthorized.
- 4. Decreased Replacement Ratios. The director may decrease the replacement ratios required in the “on-site” ratios specified under the compensation section of each critical area when all of the following criteria are met:
 - a. A minimum replacement ratio of 1.5:1 will be maintained;
 - b. Documentation by a qualified professional demonstrates that the proposed mitigation actions have a very high rate of success;

c. Documentation by a qualified professional demonstrates that the proposed mitigation actions will provide functions and values that are significantly greater than the critical area being impacted; and

d. The proposed mitigation actions are conducted in advance of any anticipated impact and have been shown to be successful.

5. Critical Areas Enhancement as Mitigation.

a. Impacts to wetland and stream functions may be mitigated by enhancement of existing significantly degraded areas. Applicants proposing to use enhancement must produce a critical area report that identifies how enhancement will increase the functions of the degraded resource and how this increase will adequately mitigate for the loss of critical area and its function at the impact site. An enhancement proposal must also show whether existing critical area functions will be reduced by the enhancement actions.

b. For wetlands, minimum mitigation ratios for enhancement are provided in subsection G of this section. Proposals for enhancement in combination with other forms of mitigation shall implement mitigation ratios consistent with Ecology Publication No. 06-06-011, or as revised, or may determine mitigation requirements using Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Western Washington, Department of Ecology, Publication No. 10-06-011, or as revised.

Section 9. NBMC Section 14.06.010 (Designation), Amended: North Bend Municipal Code Section 14.06.010 (Designation) is hereby amended to read as follows:

Identification of wetlands and delineation of their boundaries pursuant to this chapter shall be done in accordance with the approved federal wetland delineation manual and applicable regional supplement pursuant to WAC 173-22-035~~RCW 36.70A.175~~. All areas within the city meeting the wetland designation criteria in that procedure are hereby designated critical areas and are subject to the provisions of this chapter.

Wetlands identified by the city and King County are shown on the map series associated with these amendments on file

with the city. The map may be periodically revised by the city to add or remove areas based on additional information. The map is not a comprehensive map of all wetlands in North Bend and is to be used as a guide for the city, project applicants, and/or property owners. It is a reference and does not provide a final critical area designation.

For the purpose of categorization, wetlands shall be rated according to the Washington Department of Ecology wetland rating system, as set forth in the Washington State Wetland Rating System for Western Washington: 2014 Update (Ecology Publication No. 14-06-029), or as revised and approved by Ecology, which contains the definitions and methods for determining whether the criteria set forth in this section are met.

A. Category I. (1) Relatively undisturbed estuarine wetlands larger than one acre; (2) wetlands of high conservation value that are identified by scientists of the Washington Natural Heritage Program/DNR; (3) bogs; (4) mature and old-growth forested wetlands larger than one acre; (5) wetlands in coastal lagoons; (6) interdunal wetlands that score eight or nine habitat points and are larger than one acre; and (7) wetlands that perform many functions well (scoring 23 points or more). These wetlands: (1) represent unique or rare wetland types; (2) are more sensitive to disturbance than most wetlands; (3) are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime; or (4) provide a high level of function.

B. Category II. Category II wetlands are: (1) estuarine wetlands smaller than one acre, or disturbed estuarine wetlands larger than one acre; (2) interdunal wetlands larger than one acre or those found in a mosaic of wetlands; or (3) wetlands with a moderately high level of functions (scoring between 20 and 22 points).

C. Category III. Category III wetlands are: (1) wetlands with a moderate level of functions (scoring between 16 and 19 points); (2) can often be adequately replaced with a well-planned mitigation project; and (3) interdunal wetlands between 0.1 and one acre. Wetlands scoring between 16 and 19 points generally have been disturbed in some ways and are often less diverse or more isolated from other natural resources in the landscape than Category II wetlands.

D. Category IV. Category IV wetlands have the lowest levels of functions (scoring fewer than 16 points) and are often heavily disturbed. These are wetlands that potentially

could be replaced, or in some cases improved, although not guaranteed. These wetlands may provide some important functions and should be protected to the extent possible.

Section 10. NBMC Section 14.09.030 (Buffers), Amended: North Bend Municipal Code Section 14.09.030 (Buffers) is hereby amended to read as follows:

The following buffers, also referred to as Riparian Management Zones, are the minimum requirements for streams. Some existing developments are vested and do not meet these buffers. All buffers shall be measured from the ordinary high water mark (OHWM) as surveyed in the field consistent with Ecology's OHWM delineation manual (Anderson et al. 2016), as updated. The manual is titled Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State, available at: <https://apps.ecology.wa.gov/publications/documents/1606029.pdf>

A. Aquatic Buffers for Streams.

1. Buffers for Type S streams shall be determined according to Chapter [14.20](#) NBMC.
2. Type F streams shall have a 115-foot buffer on each side of the channel.
3. Type Np streams shall have a 65-foot buffer on each side of the channel.
4. Type Ns streams in open space or undeveloped areas shall have a 65-foot buffer on each side of the channel, unless otherwise noted in subsection (A)(5) of this section.
5. Type Ns streams in existing built out developed areas as depicted within the map series on file with the city shall have a 25-foot buffer on each side of the channel. These areas are primarily existing single-family residential lots in the Silver Creek neighborhood east of Ballarat. No reduction in this 25-foot buffer is allowed.

B. Terrestrial Buffers. Buffer widths and setbacks for the protection of listed species outside of streams and stream buffers shall be determined on a site-specific basis. Appropriate buffers shall be documented in an approved habitat management plan.

C. Averaging Buffers and Reducing Buffers. The director will consider the allowance of stream buffer averaging and reduction only when any reductions in buffer area width would not adversely impact the critical area and/or buffer functions and values. At a minimum, any proposed buffer averaging or buffer reduction shall meet the following criteria:

1. Buffer averaging shall be preferred over buffer reduction; proposals for buffer reduction shall only be approved on a case-by-case basis, and only where the existing buffer condition is degraded (due to existing development within the prescribed buffer width, the presence of significant amount of invasive vegetation that impairs buffer function, and/or lack of native vegetation); provided, that the following criteria are met:
 - a. Any buffer reduction proposal must demonstrate to the satisfaction of the director that it will not result in direct, indirect or long-term adverse impacts to watercourses; and
 - b. The remaining buffer is enhanced in accordance with an approved buffer enhancement plan, prepared by a qualified professional, to retain existing native vegetation and install additional native vegetation in order to improve the buffer function;
2. Wherever buffer averaging is proposed, the buffer area after averaging shall be no less than that which would be contained within the standard buffer, and shall demonstrate how variations in the existing function of the buffer are integrated into the averaging proposal to maximize retention of forest canopy and native vegetation;
3. The approved Type F and Type Np buffer widths shall not be reduced by more than 25 percent at any one point as a result of the buffer averaging or reduction, and Type Ns buffer widths shall not be reduced by more than 50 percent at any one point as a result of the buffer averaging or reduction;
4. For buffer averaging proposals, the additional buffer area shall be enhanced if necessary, to achieve no net loss of the critical areas functions and values;

5. For buffer averaging proposals, the additional buffer is contiguous with the standard buffer; and
6. For any buffer averaging or reduction proposal, encroachment into the buffer does not occur waterward of the top of an associated steep slope or into a channel migration zone.

D. Increased Buffers. The director may require increased buffer sizes when a critical area report shows that it is necessary to protect the function and value of the critical area when either the critical area is particularly critical to disturbance or the development poses unusual impacts. Examples of circumstances that may require buffers beyond minimum requirements include, but are not limited to:

1. Unclassified uses;
2. The critical area is a fish and wildlife habitat area for spawning or rearing as determined by the Washington State Department of Fish and Wildlife;
3. Land located within the development proposal that is adjacent to the critical area and its associated buffer is classified as an erosion hazard area; or
4. A trail or utility corridor in excess of 10 percent of the buffer width is proposed for inclusion in the buffer.

Section 11. NBMC Section 14.09.040 (Permitted alterations), Amended: North Bend Municipal Code Section 14.09.040 (Permitted alterations) is hereby amended to read as follows:

A. Applicability – No Degradation. The requirements provided in this section supplement those identified in Chapter 14.05 NBMC. The following activities or uses may be permitted in streams and/or their buffers when the mitigation sequencing requirements of NBMC 14.05.250 are followed, and the applicant can show that the proposed activity will not degrade the functions and values of the stream, stream buffer, or other critical area:

1. Stream Crossings. Stream crossings shall be minimized, but when necessary they shall conform to the following standards as well as other applicable laws (see 2013 Washington State Department of Fish and Wildlife (WDFW) Water Crossing Design Guidelines along with

consideration of NMFS's 2011 Anadromous Salmonid Passage Facility Design):

- a. The stream crossing is the only reasonable alternative that has the least impact;
- b. It has been shown in the critical area report that the proposed crossing will not decrease the stream and associated buffer functions and values;
- c. The stream crossing shall use bridges instead of pipe or box culverts unless it can be demonstrated that a pipe or box culvert would result in equal or less ecological impacts;
- d. All stream crossings using pipe culverts shall use super span or oversized culverts with appropriate fish enhancement measures. Culverts shall not obstruct fish passage;
- e. All stream crossings shall follow WDFW's 2013 Water Crossing Design Guidelines, or as updated, along with consideration of NMFS's 2011 Anadromous Salmonid Passage Facility Design, or as updated. Stream crossing design shall follow the best available science and coordinated with WDFW. Stream crossings shall be designed according to the Washington Department of Fish and Wildlife Fish Passage Design at Road Culverts, 1999, and the National Marine Fisheries Service Guidelines for Salmonid Passage at Stream Crossings, 2000;
- f. All stream crossings shall be constructed during the summer low flow period between June 15th and September 15th or as specified by the State Department of Fish and Wildlife in the hydraulic project approval;
- g. Stream crossings shall not occur through fish spawning areas unless no other feasible crossing site exists;
- h. Bridge piers or abutments shall not be placed in either the floodway or between the ordinary high water marks unless no other feasible alternative placement exists;
- i. The natural drainage pattern and discharges of the upstream drainage basin, up to the runoff event having an exceedance probability of 0.01, shall not be altered or diminished by a stream crossing;

- j. Stream crossings shall minimize interruption of downstream movement of wood and gravel;
- k. Stream crossings shall be designed to facilitate routine maintenance of culverts and bridges; and
- l. Stream crossings shall be minimized by serving multiple properties whenever possible.

2. Trails. The criteria for alignment, construction, and maintenance of trails within wetlands and their buffers shall apply to trails within stream buffers. Fishing platforms or docks shall be included in the list of permitted trail improvements for streams, subject to shoreline regulations.
3. Utilities. The criteria for alignment, construction, and maintenance within wetland buffers shall apply to utility corridors within stream buffers. In addition, corridors shall not be aligned parallel with any stream channel unless the corridor is outside the buffer, and crossings shall be minimized. Installation shall be accomplished by boring beneath the scour depth and hyporheic zone of the water body where feasible. Crossings shall be contained within the existing footprint of an existing or new road or utility crossing where possible. Otherwise, crossings shall be at an angle greater than 60 degrees to the centerline of the channel. The criteria for stream crossing shall also apply.
4. Stormwater conveyance facilities; provided, that they are only located in the buffer when no practicable alternative exists outside the buffer. Stormwater facilities shall be planted with native plantings where feasible to provide habitat, and/or less intrusive facilities should be used.
5. Septic Systems. New septic systems are prohibited in the inner stream buffers.
6. Stream bank stabilization shall only be allowed when it is shown, through a stream bank stability assessment conducted by a qualified fluvial geomorphologist or hydraulic engineer, that such stabilization is required for public safety reasons, that no other less intrusive actions are possible, and that the stabilization will not degrade instream or downstream channel stability. Stream bank stabilization shall utilize bioengineering or soft armoring techniques unless otherwise demonstrated. Stream bank stabilization shall conform to the Integrated Streambank

Protection Guidelines developed by the Washington State Department of Fish and Wildlife, 2002, or as revised. Stabilization measures must demonstrate the following:

- a. Natural shoreline processes will be maintained. The project will not result in increased erosion or alterations to, or loss of, shoreline substrate within one-quarter mile of the project area;
- b. The stabilization measures will not degrade streams and other fish or wildlife habitat areas or associated wetlands; and
- c. Adequate mitigation measures ensure that there is no net loss of the functions or values of riparian habitat.

7. Maintenance, repair, or replacement of lawfully established existing bank stabilization is allowed, provided it does not increase the height or linear amount of bank and does not expand waterward or into aquatic habitat landward.

8. Activities and uses as allowed under Chapter 14.05 NBMC.

Section 12. NBMC Section 14.11.020 (Designation), Amended: North Bend Municipal Code Section 14.11.020 (Designation) is hereby amended to read as follows:

Geologically hazardous areas means areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns. ~~include areas susceptible to erosion, sliding, earthquake, or other geological events. They pose a threat to the health and safety of citizens when incompatible development is sited in areas of significant hazard.~~ Such incompatible development may not only place itself at risk, but may also increase the hazard to surrounding development and uses. Areas susceptible to one or more of the following types of hazards shall be designated as geologically hazardous areas:

- A. Erosion hazard;
- B. Landslide hazard (including steep slopes);
- C. Seismic hazard; and

D. Other geological events including mass wasting, debris flows, rock falls, and differential settlement.

Figure 6, Seismic Hazards¹ depicts areas subject to soil liquefaction in an earthquake and Figure 7, Erosion and Debris Flow² identifies geologically hazardous areas in the North Bend area. These maps may be periodically revised by the city to add or remove areas based on additional information. [The WGS Geologic Information Portal Geologic Information Portal | WA - DNR](https://geologicinformation.dnr.wa.gov/) is an interactive database for additional information.

Section 13. NBMC Section 14.12.010 (Applicability), Amended: North Bend Municipal Code Section 14.12.010 (Applicability) is hereby amended to read as follows:

This chapter shall apply to all areas of special flood hazards (also referred to as “special flood hazard areas” or “SFHA”) within the city. Special flood hazard areas shall be as defined in NBMC 14.12.010(S) 14.05.200(S)(4) as now in effect or as may be subsequently amended, which areas shall be determined by consideration of the following:

A. Basis for Establishing Areas of Special Flood Hazard. Special flood hazard areas identified by the Federal Insurance Administration in a scientific and engineering report entitled “The Flood Insurance Study for King County, Washington, and Incorporated Areas” dated August 19, 2020, and any revisions thereto, with an accompanying flood insurance rate map (FIRM), and any revisions thereto, which are hereby adopted by reference as though fully set forth. The flood insurance study (FIS) and the FIRM are on file at North Bend City Hall at 920 Cedar Falls Way, North Bend, WA. The best available information for flood hazard area identification as outlined in subsection B of this section shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under subsection B of this section; and

B. When base flood elevation data has not been provided (in A zone) in accordance with subsection A of this section, Basis for Establishing Areas of Special Flood Hazard, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or

¹ See city website for current version.

² See city website for current version.

other source, in order to administer the specific standards found in NBMC 14.12.100 through 14.12.140 and NBMC 14.12.200, Floodways.

C. In the event of a conflict, the more restrictive provision shall apply.

D. Compliance. All development within special flood hazard areas is subject to the terms of this chapter and other applicable regulations.

E. Penalties for Noncompliance. No structure shall hereafter be constructed, located, extended, converted, or altered, and no land shall be altered, without first complying with the terms of this chapter and other applicable regulations. Violations of the provisions of this chapter by failure to comply with any of its requirements, including violations of conditions attached to permits or other approvals, shall constitute a civil violation subject to the provisions of Chapters 1.20 and 8.08 NBMC and other applicable law.

Section 14. Critical Area Map Series: The Critical Area Map Series adopted in North Bend Municipal Code Subsection 14.05.010(E) is hereby amended as shown in Exhibit A.

Section 15. 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 16. Effective Date: This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF
MAY, 2025.**

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

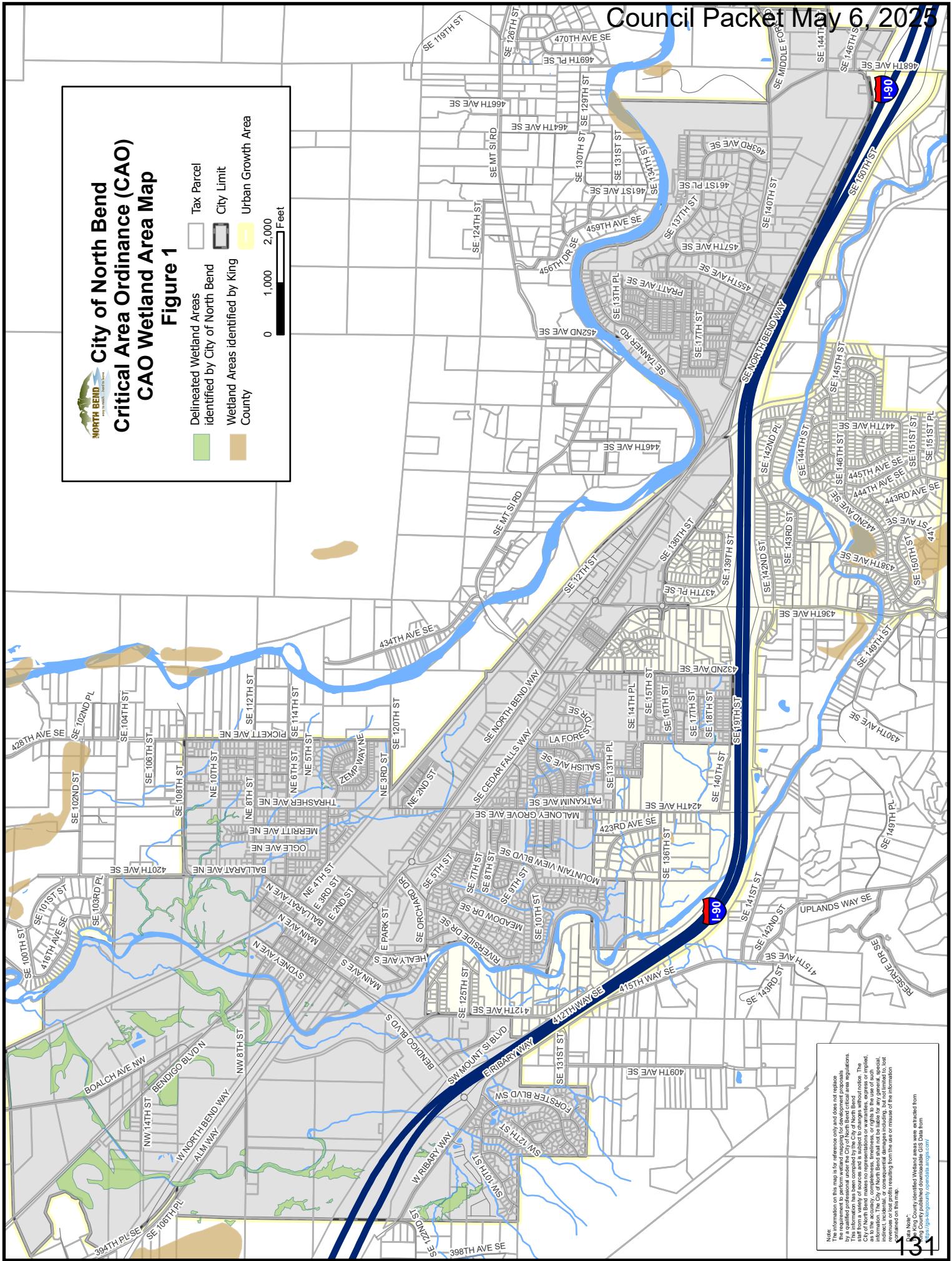
Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

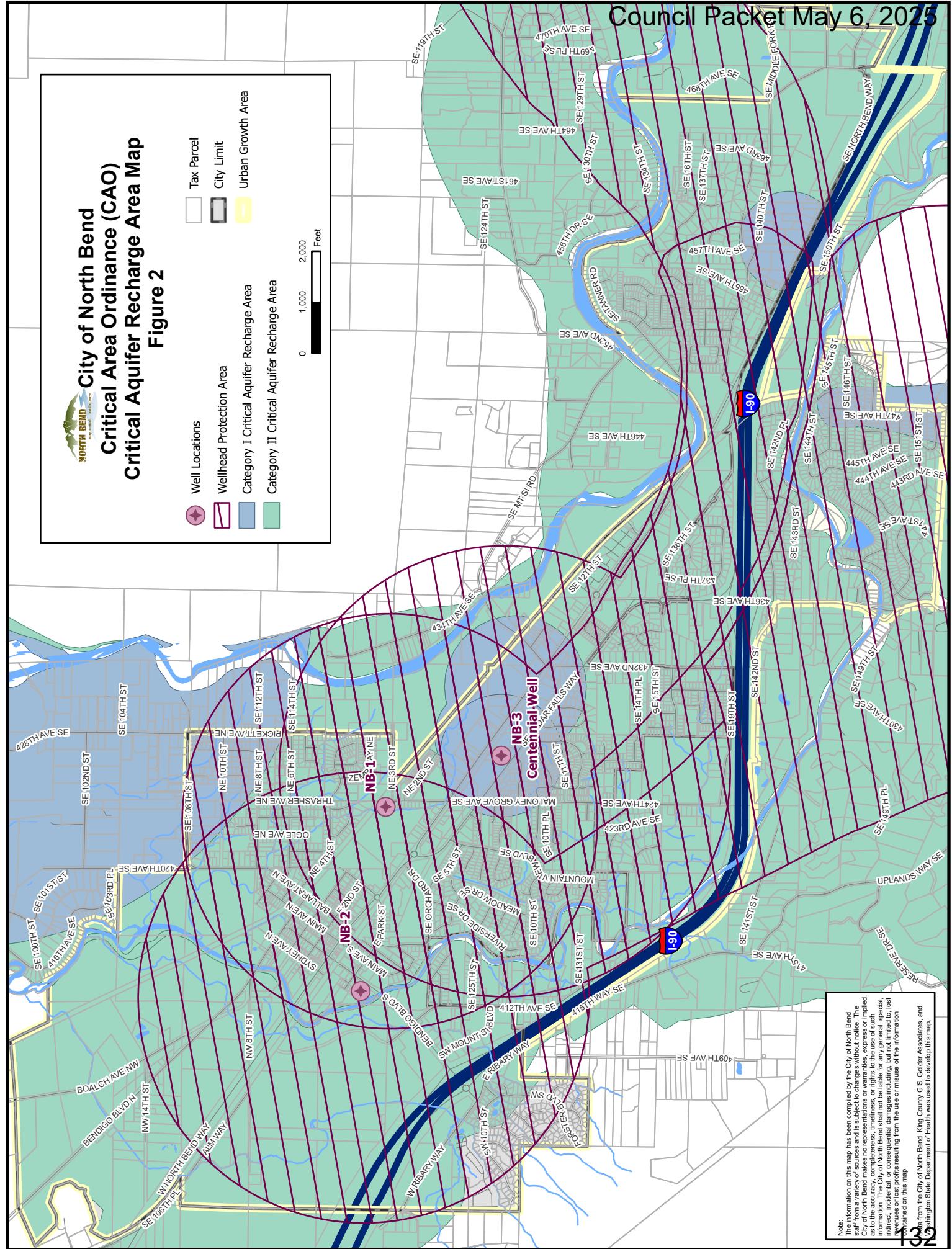
Effective:

Susie Oppedal, City Clerk



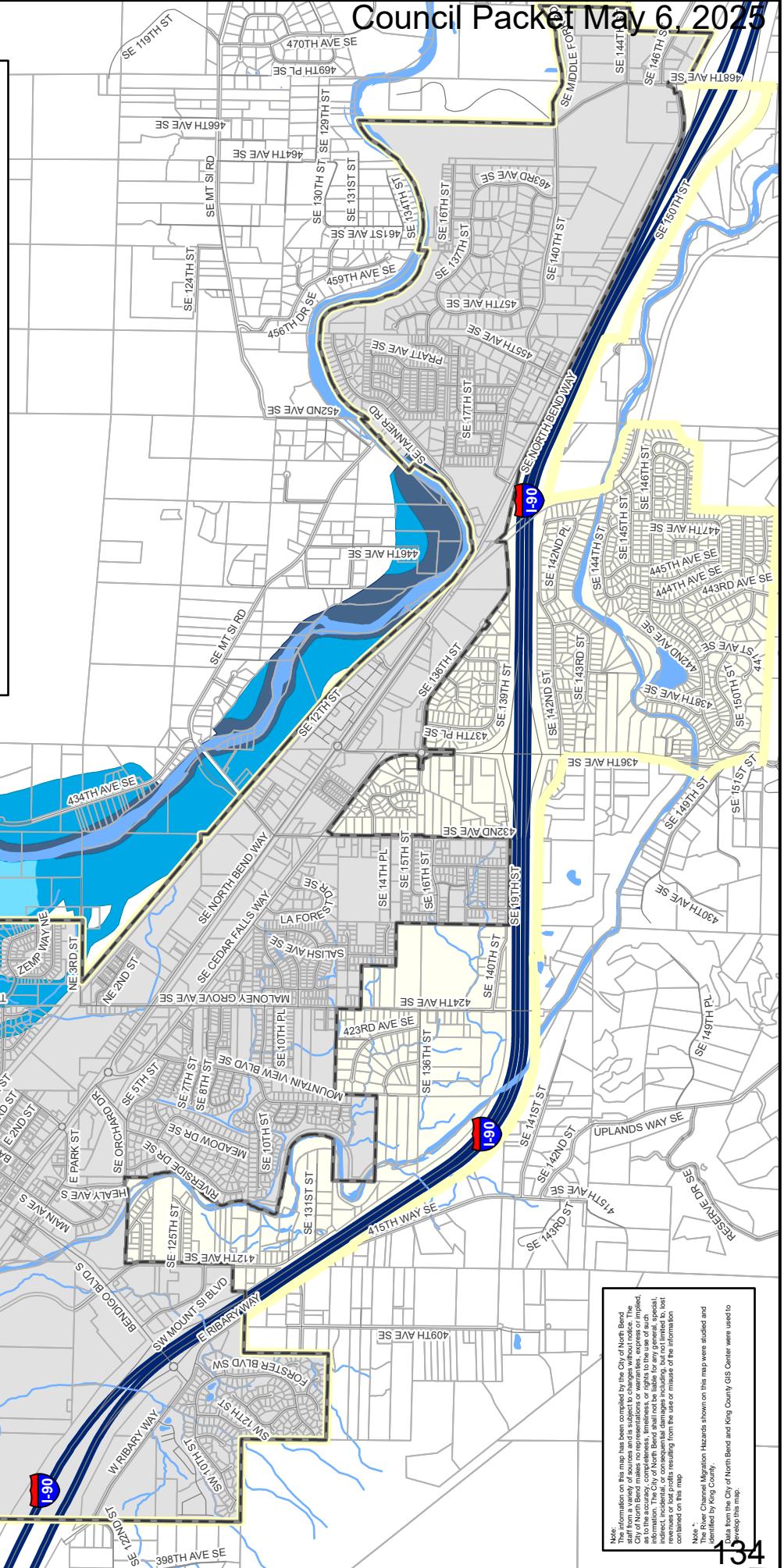
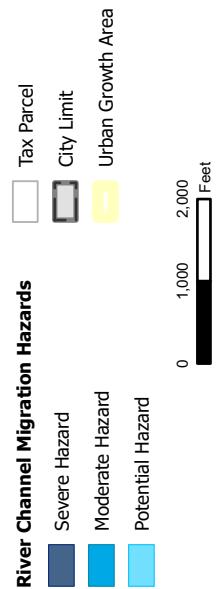
City of North Bend
Critical Area Ordinance (CAO)
Critical Aquifer Recharge Area Map

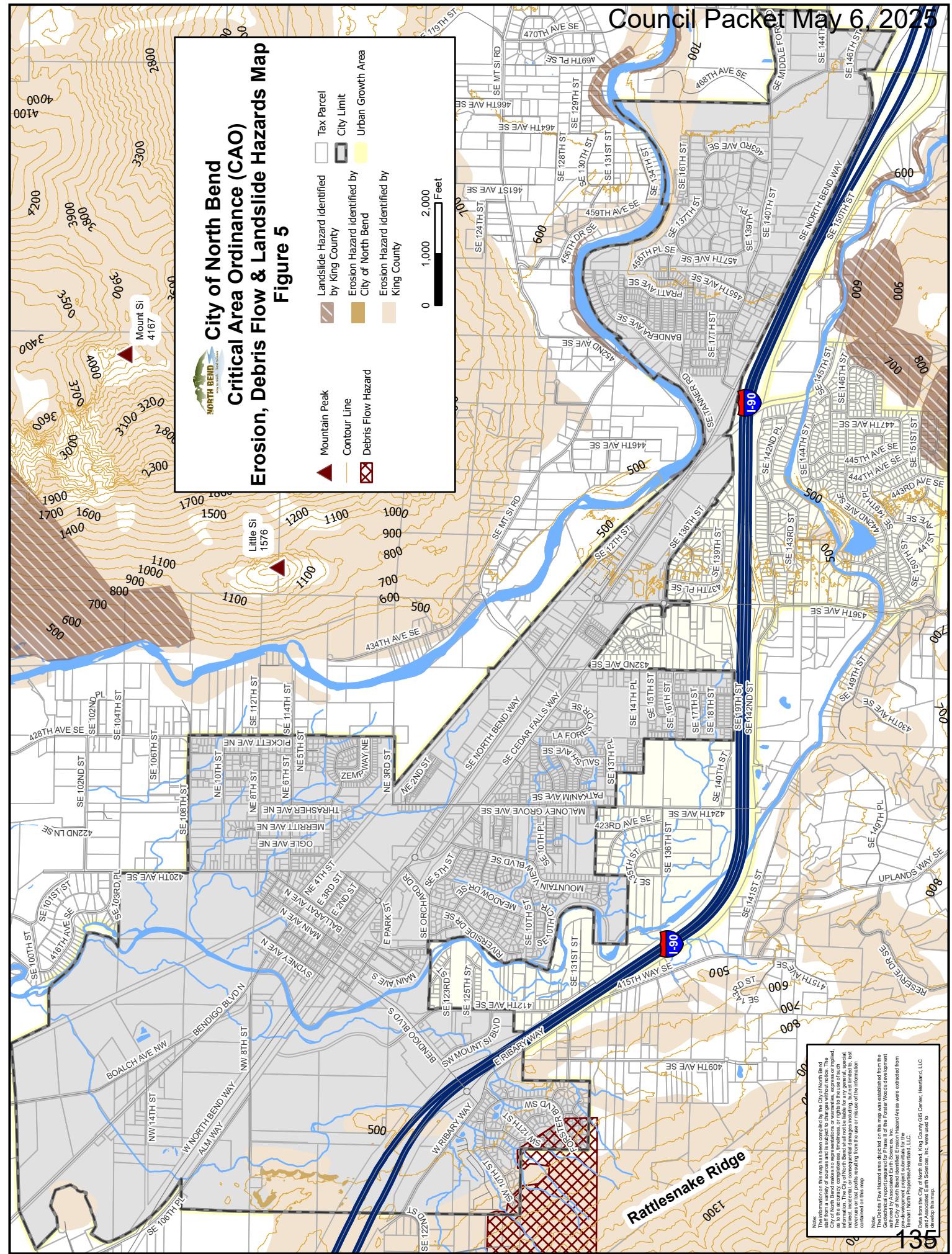
Figure 2



City of North Bend
Critical Area Ordinance
River Channel Migration Hazard (CAO)
River Channel Migration Hazard (CMZ) Map*

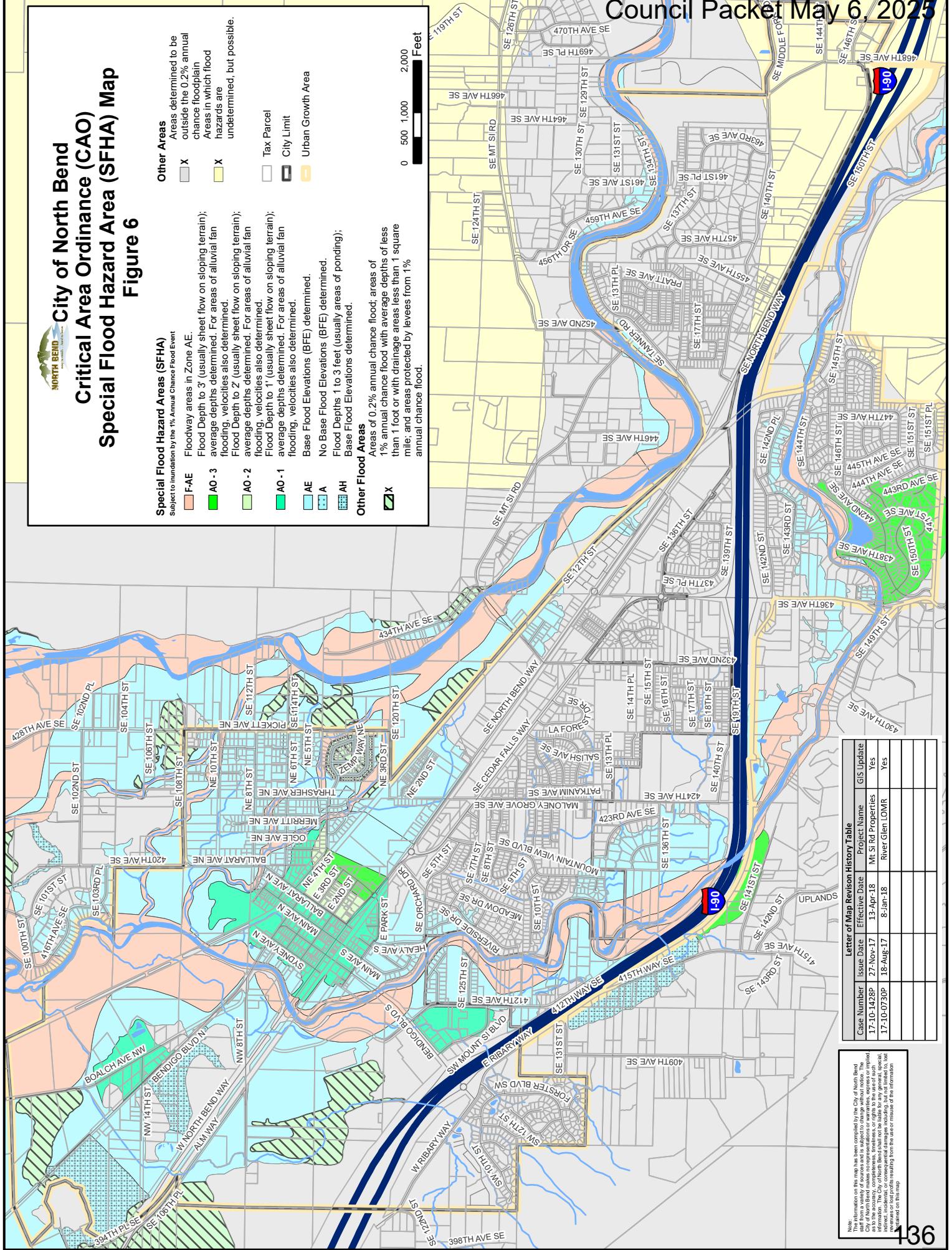
Figure 4





NORTH BEND
Washington's Waterfront

City of North Bend
Critical Area Ordinance (CAO)
Special Flood Hazard Area (SFHA) Map



Community and Economic Development Department Staff Report



Proposal: Amendments to NBMC Title 14 Environmental Protection and Critical Area Map Series in response to 2024 Comprehensive Plan

Date: March 19, 2025

Proponent: City of North Bend

Staff Recommendation:

A motion to approve the proposed amendments to Title 14 Environmental Protection and Critical Area Map series as proposed.

A. PROPOSED AMENDMENTS:

The City of North Bend is proposing multiple amendments to Title 14 Environmental Protection and the Critical Area Map Series to reference the best available data and manuals and ensure consistency with Best Available Science. The City hired Otak to provide a technical memorandum to analyze these amendments which is a required action following the 2024 Comprehensive Plan Update. The City considered comments provided in the Washington State Department of Commerce's Critical Areas Checklist and the Washington Department of Fish and Wildlife's (WDFW) Riparian Management Zone Checklist. The City's Senior GIS Analyst reviewed the Critical Area Map Series and refreshed the maps which updated data where available.

The proposed municipal code amendments are attached.

B. FINDING AND ANALYSIS:

- 1. Public Hearing:** A public hearing is scheduled for the March 19th, 2025, Planning Commission Meeting.
- 2. Municipal Code Amendment Process:** Municipal code amendments are governed by NBMC 20.08.070 through 20.08.110, evaluated below.

a. Impacts of Proposed Amendment

NBMC 20.08.070 and .080 requires that municipal code amendments be evaluated for their environmental, economic, and cultural impacts, as well as impacts to surrounding properties. These impacts are evaluated below.

- i. Environmental Impacts.** No environmental impacts are anticipated from these minor amendments to Title 14 and the Map Series. Regulations protecting critical areas, managing storm water runoff (including maximum impervious surface limits per property based on zoning), and controlling floodplain impacts are governed by the Critical Area Regulations in NBMC Title 14, and apply regardless of development that occurs on a site. Such review will occur upon submittal of an application for development.
- ii. Economic Impacts.** The amendments will not have an economic impact for the City of North Bend, except to further support one of the City's brand statements to Sustainably Manage Growth.
- iii. Cultural Impacts.** No significant cultural impacts are anticipated from the proposed amendments.

b. Impacts to Surrounding Properties. The proposed amendments are not specific to any particular properties.

3. Compatibility of Proposed Amendment with North Bend Comprehensive Plan

In accordance with NBMC 20.08.070 and .080, applications for municipal code amendments must be evaluated for compliance with the Comprehensive Plan.

The North Bend Comprehensive Plan Critical Areas and Shoreline Elements call for consistency with King County Countywide Planning Policies and adherence with the most recent guidance manuals from state and federal agencies.

The proposed amendments are consistent with the following Comprehensive Plan Goals and Policies:

- Goal 1: Use Best Available Science (BAS) as defined by the Growth Management Act to define and protect Critical Areas.
- Goal 3: Protect the natural hydraulic, hydrologic and habitat functions, scenic as well as recreational values of streams.
- Goal 5: Preserve, protect, restore, and enhance wetlands for their hydraulic, ecological, visual, and cultural values.
- Goal 7: Protect people, property, water quality and habitat from the negative effects of accelerated erosion and sedimentation.
- Goal 11: Maintain Critical Area Base Maps.

4. Compatibility of Proposed Amendment with the North Bend Municipal Code (NBMC)

In accordance with NBMC 20.08.070 and .080, application for municipal code amendments must be evaluated for compliance with the North Bend Municipal Code.

The amendments, which bring North Bend's municipal code are consistent with the NBMC Title 14 Environmental Protection.

5. Consistency with NBMC 20.08.100

Pursuant to NBMC 20.08.100, the City Council 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 amendments are to the North Bend Municipal Code and not the Comprehensive Plan.

See further description on compatibility of the proposed amendments to the Comprehensive Plan above.

2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?

Yes. As described further under section A, the amendments are proposed to provide the most up to date and technical information available. The amendments are also needed to meet requirements for consistency with the 2024 Comprehensive Plan Update.

3. Is the proposed change the best means for meeting the identified public need?

Yes. Ensuring consistency with Best Available Science will ensure Critical areas are protected and maintain functions and values as development occurs.

4. Will the proposed change result in a net benefit to the community

Yes. The proposed regulations will result in a net benefit to the community by allowing for a high level of environmental protection to meet state and federal requirements.

C. SUMMARY FINDINGS

- 1) Pursuant to RCW 36.70A.106, the draft regulations were forwarded to Commerce - Growth Management Services on March 7, 2025.
- 2) The Planning Commission considered the proposed draft amendments and held a public hearing at their March 19, 2025, Planning Commission meeting.
- 3) Following consideration of the comments, staff provided additional amendments which the Planning Commission considered at the March 19, 2025, meeting, including a public hearing at which the Commission received and considered comments, attached hereto.
- 4) A State Environmental Policy Act Determination of Non-significance on the proposed amendments was issued on March 7, 2025 and noticed appropriately.
- 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.
- 6) The code amendments and revised maps will result in a benefit to the community by ensuing compliance with Best Available Science.

D. RECOMMENDATION

Staff Recommendation

The proposal is consistent with the development regulation amendment procedures in NBMC 20.08 and is supported by policies within the Comprehensive Plan. Staff recommends approval of the amendments to Title 14 Environmental Protection as recommended in the Technical Memorandum and recommends updates to the Critical Area Map Series which support Title 14.

Planning Commission Recommendation

Based on the findings above and after consideration of the public comment letters received, the North Bend Planning Commission recommends **approval** of the proposed amendments to Title 14 Environmental Protection and the Critical Area Map Series with the addition of a definition of “buffer” to incorporate the concept of Riparian Management Zone.

Attachments:

- A: Municipal Code Amendments
- B: Best Available Science Technical Memorandum
- C: Critical Area Map Series
- D: Written comment received: DNR comments March 11, 2025; Tulalip Tribe March 17, 2025

From: [Sears, Tricia \(DNR\)](#)
To: [Jamie Burrell](#)
Cc: [Sears, Tricia \(DNR\)](#); [Holman, Carol \(COM\)](#); [Oliver, Emma \(DNR\)](#)
Subject: North Bend's Development Regulations (2025-S-8148): WGS comments
Date: Tuesday, March 11, 2025 10:28:17 AM
Attachments: [image004.png](#)

Hello Jamie,

In keeping with the interagency correspondence principles, I am providing you with comments on North Bend's Development Regulations (2025-S-8148).

For this proposal submitted via Planview, I looked at the proposal and focused on areas related to WGS work. Of note, but not limited to, I look for language around the geologically hazardous areas, mineral resource lands, mining, climate change, and natural hazards mitigation plans.

Specifically in this proposal, I reviewed the 2025 NBMC Title 14 Environmental Protection Amendments Limited PDF, BAS Technical Memo and Checklists PDF, and the Staff Report and Planning Commission Recommendation 2025 Amendments.

Those documents show a change to the definition of geologically hazardous areas, among other things. That's good to bring it be consistent with RCW 36.70A.030(14) and WAC 365-190-120(1). That is one of the recommendations I make frequently, to keep the local code consistent with the RCW and WAC. As part of BAS, you will see again that I recommend including a reference to the WGS Geologic Information Portal.

I previously provided comments to you on 12/6/24 and 12/10/24 related to 2024-S-7724. I have included these below for your convenience.

Below, I include our usual language for this and future endeavors.

Recognizing the limitations of the current proposals, I want to mention that it would be great for you to consider these in current or future work, be it in your comprehensive plan, development code, and SMP updates, and in your work in general:

- Consider adding a reference to WAC 365-190-120 geologically hazardous areas for definitions in other areas besides the CAO. In addition, consider adding a reference to WAC 365-196-480 for natural resource lands.
- Consider adding a reference to the WGS Geologic Information Portal in other areas besides the CAO. If you have not checked our interactive database, the WGS Geologic Information Portal, lately, you may wish to do so. [Geologic Information Portal | WA - DNR](#)
- If you have not checked out our Geologic Planning page, you may wish to do so. [Geologic Planning | WA - DNR](#)

Thank you for considering our comments. If you have any questions or need additional information, please contact me. For your convenience, if there are no concerns or follow-up discussion, you may consider these comments to be final as of the 60-day comment deadline of 5/6/24.

Have a great day!

Cheerio,
Tricia

Added reference to
WDNR Portal in
code.

Tricia R. Sears (she/her/hers)
Geologic Planning Liaison
Washington Geological Survey (WGS)
Washington Department of Natural Resources (DNR)
Cell: 360-628-2867 | Email: tricia.sears@dnr.wa.gov

From: Sears, Tricia (DNR)
Sent: Tuesday, December 10, 2024 3:37 PM
To: Jamie Burrell <JBURRELL@NORTHBENDWA.GOV>
Cc: Holman, Carol (COM) <carol.holman@commerce.wa.gov>; Sears, Tricia (DNR) <Tricia.Sears@dnr.wa.gov>
Subject: RE: North Bend's Development Regulations (2024-S-7724): WGS comments

Hi Jamie,

Thank you for the invitation to review North Bend's Critical Areas Maps at the link you provided. As an overall comment, the maps are attractively designed and easy to read.

I have attached a print screen of the map that is most relevant to WGS area of expertise.

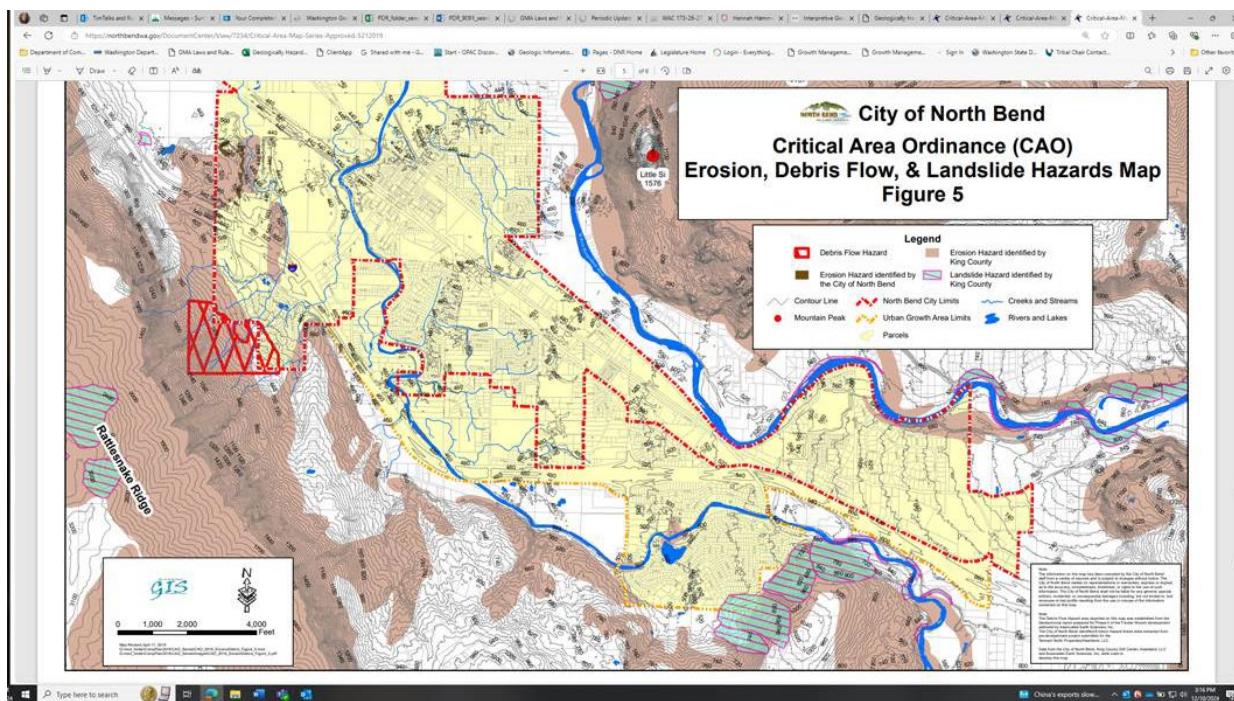
I have several comments related to the legend and the notes boxes.

Added reference to
WDNR Portal in
code.

In your notes box, there are geotechnical reports from development proposals cited, along with the King County GIS, North Bend, and two consulting companies. That is good but I notice there is no reference to the WGS Geologic Information Portal. If you have not checked our interactive database, the WGS Geologic Information Portal, lately, you may wish to do so. This source contains best available science, [Geologic Information Portal | WA - DNR](#). We are happy to help you with the understanding and use of the information.

The legend makes distinctions between North Bend and King County identification of hazard information. It shows erosion information from both jurisdictions, landslide information from one jurisdiction, and the debris flow information is not noted with a jurisdictional name. For consistency, suggest noting which jurisdiction identified the debris flow information, and noting if there is landslide information for landslides in North Bend. The map shows the landslide green stripe pattern outside and just barely inside the city boundary. It shows the debris flow information similarly, outside and just inside the city boundary. It shows a small amount of erosion identified by North Bend in the city boundary and no landslide information identified by North Bend. Have you adopted King County provisions into North Bend's code for the hazard areas that King County has identified and that you show inside the city boundary?

I hope you find these comments helpful.



Cheerio,
Tricia

Tricia R. Sears (she/her/hers)
Geologic Planning Liaison
 Washington Geological Survey (WGS)
 Washington Department of Natural Resources (DNR)
 Cell: 360-628-2867 | Email: tricia.sears@dnr.wa.gov

From: Jamie Burrell <JBURRELL@NORTHBENDWA.GOV>
Sent: Monday, December 9, 2024 7:28 AM
To: Sears, Tricia (DNR) <Tricia.Sears@dnr.wa.gov>
Cc: Holman, Carol (COM) <carol.holman@commerce.wa.gov>
Subject: RE: North Bend's Development Regulations (2024-S-7724): WGS comments

External Email

Good morning,

Also, if you have any initial comments on our Critical Area map set please let me know.

We will be working on draft amendments early 2025 taking to Planning Commission in March if the current schedule sticks.
[Critical-Area-Map-Series-Approved-5212019](https://northbendwa.gov/DocumentCenter/View/7724/Critical-Area-Map-Series-Approved-5212019)

Jamie Burrell
 Senior Planner
 City of North Bend
jburrell@northbendwa.gov
 425-888-7642 425-428-0928 (cell)



From: Sears, Tricia (DNR) <Tricia.Sears@dnr.wa.gov>

Sent: Friday, December 6, 2024 8:25 AM
To: Jamie Burrell <JBURRELL@NORTHBENDWA.GOV>
Cc: Sears, Tricia (DNR) <Tricia.Sears@dnr.wa.gov>; Holman, Carol (COM) <carol.holman@commerce.wa.gov>
Subject: North Bend's Development Regulations (2024-S-7724): WGS comments

12/6/24

Hello Jamie,

In keeping with the interagency correspondence principles, I am providing you with comments on North Bend's Development Regulations (2024-S-7724).

For this proposal submitted via Planview, I looked at the proposal and focused on areas related to WGS work. Of note, but not limited to, I look for language around the geologically hazardous areas, mineral resource lands, mining, climate change, and natural hazards mitigation plans.

Specifically in this proposal, I reviewed the PC Staff Report and Proposed 2024 Comp Plan Code amendments PDF.

None of the proposed changes are in the areas of WGS focus noted above. WGS has no suggested changes for the current proposal.

Below, I include our usual language for this and future endeavors.

Recognizing the limitations of the current proposals, I want to mention that it would be great for you to consider these in current or future work, be it in your comprehensive plan, development code, and SMP updates, and in your work in general:

- Consider adding a reference to WAC 365-190-120 geologically hazardous areas for definitions in other areas besides the CAO. In addition, consider adding a reference to WAC 365-196-480 for natural resource lands.
- Consider adding a reference to the WGS Geologic Information Portal in other areas besides the CAO. If you have not checked our interactive database, the WGS Geologic Information Portal, lately, you may wish to do so. [Geologic Information Portal | WA - DNR](#)
- If you have not checked out our Geologic Planning page, you may wish to do so. [Geologic Planning | WA - DNR](#)

Thank you for considering our comments. If you have any questions or need additional information, please contact me. For your convenience, if there are no concerns or follow-up discussion, you may consider these comments to be final as of the 60-day comment deadline of 1/5/24.

Cheerio,
Tricia

Tricia R. Sears (she/her/hers)
Geologic Planning Liaison
Washington Geological Survey (WGS)
Washington Department of Natural Resources (DNR)
Cell: 360-628-2867 | Email: tricia.sears@dnr.wa.gov



Natural Resources Department
Environmental Division
6406 Marine DR NW
Tulalip, WA 98271

.....

March 17, 2025

Jamie Burrell | Senior Planner
City of North Bend

Re: City of North Bend 2025 Critical Areas Code Update

The Tulalip Tribes hold constitutionally protected, treaty-reserved rights to harvest, consume, and otherwise manage fish, shellfish, and other natural resources within our historic lands and waters. These treaty rights and resources are integral to supporting the tribal economy, and play a vital role in ensuring the health, welfare, and cultural ways of life of the tribe and tribal community.

We all rely on our precious natural resources, and on a clean and healthy natural environment. Most people recognize this to some degree, but few truly understand the subtle yet cascading impacts that even small encroachments into environmentally sensitive areas, bit by bit, over time, can cause. But we do, and we recognize that current policy and practices are failing to provide the protections we need.

Do we have data to show that we're failing to protect our resources? Yes. There are many studies, some of which are our own, that demonstrate that negative changes are continuing to happen in our watersheds over time, such as increased levels of harmful nutrients and pollutants in streams, decreased dissolved oxygen levels, warming water temperatures, loss of wetlands, loss of water quantity in streams, and ongoing habitat degradation.

The science is always advancing, and there's a general trend of discovering time and again that our environmental protections are still not robust enough. In a Proviso published by the Wa Dept of Fish & Wildlife just last year, it is stated that *"Despite significant investments in the recovery of salmon and other fish and wildlife species, scientific evidence of continued ecosystem decline in Washington indicates that policies are not working or are not going far enough to protect our state's rich natural heritage. We must protect what we currently have and restore ecological and watershed functions—through increased investments and actions at a greater scale and pace—if salmon and other threatened species are to have a chance for recovery in Washington, especially in the face of climate change and continued human population growth."*

The Tulalip Tribes are federally recognized successors in the interest to the Snohomish, Snoqualmie, Skykomish, and other allied tribes and bands signatory to the Treaty of Point Elliott.



6406 Marine DR NW
Tulalip, WA 98271
360-716-4617

Because of this trend, we recommend the following changes:

1. Increase buffer widths to Site Potential Tree Height. **Addressed in 4-4-25 BAS Memo.**
2. Increase buffers to a minimum of 100ft on non-fish bearing streams, and wetlands associated with fish bearing streams. **Addressed in 4-4-25 BAS Memo.**
3. Require mitigation sequencing on all wetlands, regardless of their size, category, or habitat score. **Already required by NBMC.**
4. Above all, critical areas and their buffers should not be considered “available” land for building, or turned to as a means of alleviating housing demand. This is “pushing the easy button”, and as long as there’s an easy button to push, that’s what will happen. These sensitive areas are as necessary for all of us as buildable land is, and we strongly encourage the city to recognize this, and look for other ways, and other places to provide that much-needed housing. **Not applicable.**

Thank you for considering our concerns,

Todd Gray
Environmental Protection Ecologist
The Tulalip Tribes | Natural Resources Dept.
360-716-4620 | toddgray@tulaliptribes-nsn.gov

State of Washington

DEPARTMENT OF FISH AND WILDLIFE

North Puget Sound • Region 4 • 16018 Mill Creek Blvd., Mill Creek, WA 98012-1296
Telephone: (425) 775-1311 • Fax: (425) 338-1066

March 24, 2025

RE: Proposed Amendments relating to the Critical Area Ordinance pursuant to the Growth Management Act, amending the City of North Bend's Municipal Code Chapters 14.05 through 14.12

Dear Mr. McCarty,

Thank you for the opportunity to offer comments on the proposed amendments within North Bend's Critical Areas Ordinance (CAO), Chapter 14.09 (Fish and Wildlife Habitat Conservation Areas). WDFW appreciates the City's efforts to evaluate stream buffer protections and acknowledge the challenge of balancing riparian area protection with development needs. However, we believe there are opportunities to achieve this balance while still aligning with WDFW's Best Available Science (BAS).

For example, the City of Snoqualmie and King County are currently proposing similar riparian management strategies to one another. After analyzing WDFW's data, these jurisdictions are ensuring that all Riparian Management Zone (RMZ) widths for all stream types are at least 100 feet, while also incorporating $SPTH_{200}$ averaging for RMZs adjacent to fish-bearing streams. As North Bend considers its approach, looking at how neighboring jurisdictions are addressing riparian management may provide useful insights for creating consistency for developers, improving habitat connectivity, and supporting regional conservation efforts. **Addressed in 4-4-25 BAS Memo.**

Buffer averaging, when applied appropriately, can enhance both preservation and restoration efforts while providing flexibility. For example, the City of Langley has adopted full $SPTH_{200}$ values while also providing the following language, "Outside steep slopes and erosion and landslide hazard areas, the planning official may allow riparian protection area width reductions up to a maximum of 25 percent of the standard width subject to the approval of an enhancement plan or one or more of the other actions identified below...". This approach allows for site-specific flexibility while ensuring that any reductions in buffer widths are offset by restoration or enhancement measures, with the goal of strengthening ecological functions and values rather than compromising them. **Addressed in 4-4-25 BAS Memo.**

To further balance critical area protection with development, North Bend may also benefit from clear nonconformance provisions specific to critical areas, as seen in the City of Kirkland's approach (KZC 90.185). Kirkland's code offers a clear and efficient process for legally established nonconforming structures and uses to expand within critical area buffers while maintaining proactive protection measures. It allows limited expansions up to a defined square footage, permits a one-time expansion to prevent incremental encroachment over time, establishes specific criteria for vertical or low-impact expansions, and more. By adopting similar provisions, North Bend could provide some flexibility for property owners while ensuring long-term ecological protections, reducing uncertainty and preventing further habitat degradation. **Addressed in 4-4-25 BAS Memo.**

We acknowledge that much of the City is within a mapped FEMA floodplain, that some areas already contain protected open spaces, and that existing levees may limit certain riparian functions. However, these factors should not be used to justify maintaining smaller buffer widths **citywide**. Existing floodplain protections and ownership of open space should complement, not replace, a commitment to science-based riparian buffers. **Addressed in 4-4-25 BAS Memo.**

It is important to note that riparian areas are essential in maintaining ecosystem services that directly benefit communities. They filter pollutants, reduce flood risks, stabilize streambanks, and support critical habitats for fish and wildlife, including salmon. Protecting riparian areas is not simply an environmental mandate; it is a fundamental investment in public health, safety, and resilience. We believe that the current proposed stream buffer widths do not provide sufficient protection for these critical areas and encourage the City to consider the approaches outlined above. These examples demonstrate that it is possible to incorporate WDFW's BAS while allowing for strategic flexibility in development regulations.

If additional technical assistance or clarification is needed, WDFW is available to support your efforts.

Thank you,



Morgan Krueger

Region 4 Land Use Lead

Morgan.Krueger@dfw.wa.gov

[WDFW's Land-use planning priorities and resources page link](#)



March 24, 2025

RE: Snoqualmie Tribe's comments on proposed Critical Areas code amendments and related SEPA Checklist

Dear City of North Bend Planning Commissioners,

On behalf of the Snoqualmie Indian Tribe (Tribe), please accept these comments on the City of North Bend proposed amendments to the North Bend Municipal Code Title 14, Environmental Protections and the SEPA Environmental Checklist.

The Snoqualmie Tribe is a federally recognized sovereign Indian Tribe and a signatory to the Treaty of Point Elliott of 1855, in which it reserved to itself certain rights and privileges and ceded certain lands to the United States. As a signatory to the Treaty of Point Elliott, the Tribe specifically reserved to itself, among other things, the right to fish at usual and accustomed areas and the "privilege of hunting and gathering roots and berries on open and unclaimed lands" off-reservation throughout the modern-day state of Washington (Treaty of Point Elliott, art. V, 12 Stat. 928). The Tribe has lived on, tended, and managed this land since time immemorial and the Snoqualmie River basin, including its tributaries and surrounding lands are vitally important both ecologically and culturally.

We appreciate and support the North Bend Comprehensive Plan Goals and Policies to be used in guiding the Municipal Code amendments, including the use of Best Available Science (BAS) and protecting ecological and hydraulic functions and cultural values of streams and wetlands and reducing negative effects of development. However, the Otak Memorandum, North Bend Comprehensive Plan, and Municipal Code amendments make no mention of Indigenous Knowledge (IK). **Indigenous Knowledge is an aspect of best available science.** (Kassi et al. 2022 <https://doi.org/10.1659/mrd.2022.00026>; Whyte et al. 2015 <http://link.springer.com/article/10.1007%2Fs11625-015-0296-6>) IK is itself a form of science that offers depths of insights through deep time and deep space methodologies, concepts, training, and experience that the Tribe gathered from the stewardship and conservation of their resources for thousands of years that only the Tribe holds and can provide. **Indigenous Knowledge should be included as one of the many important bodies of knowledge that contributes to the scientific, technical, social, and economic advancements of the state and our collective understanding of the natural world.**

Added reference.

Comments on North Bend Municipal Code Title 14, Environmental Protections Amendments

In reviewing the municipal code amendments, we have concerns that the BAS is not represented and as a result, streams, rivers, and wetlands will not be protected and preserved, the defining resources of the Snoqualmie Valley will be diminished, and as a result, the residents will suffer. First, we noted that



riparian buffer widths were not addressed in the code amendments. The standard buffers represented in the current municipal code, NMBC 14.09.030, fall short of what is recommended by BAS. The BAS for riparian buffers, which was described in the Otak 2025 Technical Memorandum, is for riparian buffer widths, which are better termed Riparian Management Zones (RMZ), to be determined by site-potential tree height (SPTH) (Quinn et al. 2020, Rentz et al. 2020). Added reference to RMZ.

To reiterate the Otak Memorandum, the RMZ BAS does not distinguish between non-fish and fish-bearing streams, as intact riparian areas are vital to protecting ecological function for all streams. The SPTH for western Washington ranges from 100 feet to 240 feet, which is notably higher than the current North Bend municipal code buffer widths which range from 25 feet for Type Ns streams to 100 feet for Type F streams. Additionally, the BAS described in Rentz et al. (2020) recommends measuring the RMZ from the edge of the ~~Channel Migration Zone~~, when present, which allows for protection of the present day and future riparian ecosystems as the channel moves laterally over time, rather than only utilizing the current, but temporary, Ordinary High-Water Mark. This is an important distinction that was omitted from the Otak Memorandum and the municipal code updates, and which we suggest City of North Bend should acknowledge and plan for with updated codes to reflect the city's location in a geologically dynamic zone, surrounded by actively migrating rivers and streams. This type of realistic planning is supported by both Western Science and Indigenous Knowledge components of BAS. Addressed in 4-4-25
City does not regulate CMZs, justification provided in code already. BAS Memo.

We recommend the adoption of the BAS and thus the utilization of the SPTH for determining RMZ, which dictates at a minimum 100-foot RMZ for all streams. The adoption of this approach is consistent with protections passed by other Western Washington jurisdictions (See City of Stanwood SMC 18.804 (August 2024), City of Woodinville WMC 21.51.120 [January 2025]). Riparian forests are essential for preserving stream function, and in particular for reducing water temperatures in the summer, which is a known problem for the Snoqualmie River. In addition, intact riparian forests help preserve water quality and reduce flooding by increasing hydrologic connectivity and filtering capacity. This ordinance helps ensure a way to protect our vulnerable streams and fish in the context of a thriving city. As indicated above, other jurisdictions in Western Washington, including within King County, are demonstrating their commitment to environmental values and protecting resources for the future by making these updates, and we respectfully urge City of North Bend also to meet this challenge.

We have several additional comments that we have summarized in the table below along with the corresponding sections of the municipal code amendments.

Section	Snoqualmie Tribe Comment
14.05.040 Definitions: Critical Areas	This definition differs from the King County definition and is lacking in that it only includes a list of features, and does not include a description of the importance of Added.



	Critical Areas. Please adopt the King County definition, including "lands with natural hazards or lands that support certain unique, fragile or valuable resource area." Additionally, include aquatic areas, riparian areas, and flood features as observed in the King County code.	Already regulated by code.
14.05.240 Critical area reports/studies	Include the area in which critical areas must be reported. For example, King County states that any critical area within 300 feet of the proposed project must be included in the development proposal (KCC 21A.24.100).	Added.
14.05.240 Critical area reports/studies	Include text that indicates that critical areas must be evaluated and if an applicant discloses that there are no known critical areas, validation must be provided for how that information was determined.	Already in code.
14.05.240.C.c.i Site plans	Amend this to include in the site plan a map of existing development and whether any existing development wasn't legally established.	Not added because already a part of the land use review.
14.05.240.C.c.iii Identification and characterization of all critical areas and buffers	Include additional details for reporting, including wetland ratings and buffer widths, and identification of aquatic area locations, and for streams and rivers, water typing, higher water marks, and channel migration zones.	Already required by code.
14.09.010.2 Habitats of local importance designation	This statement excludes local tribes. Include in habitats of local importance, lands of tribal cultural significance and use. This also includes Snoqualmie Historic and Pre-historic sites, which are considered Cultural Resources, protected by state law. These sites cannot be listed in the Comprehensive Plan as the Snoqualmie Tribe does not give out this knowledge. Compliance with State and Federal Law regarding these sites must be accomplished through consultation with the Snoqualmie Tribe.	Compliance with cultural resource laws is required for all projects, but cultural resources aren't identified as a critical area per the WAC. Adding "lands of tribal cultural significance and use" seems imprecise and impractical to implement if these areas are not shared. Tribes will have opportunities to provide this information during SEPA and other public comment processes.



Comments on the City of North Bend SEPA Checklist

The SEPA Checklist is intended to review the impact of the proposed amendments to the North Bend Municipal Code. We have several concerns regarding the checklist, particularly the answers to Section 13. Historical and Cultural Preservation. Please address the concerns detailed in the table below.

SEPA Response	Snoqualmie Tribe Comment
<p>13.c. Future projects will adhere to and comply with all local, State and Federal historical and archaeological preservation laws, should any artifacts or items be discovered during construction of a future project. Washington cultural resource laws (RCW 27.53) state that no known archaeological resources or site can knowingly be damaged without obtaining a certified permit from the Washington State Department of Archeology & Historic Preservation. Also under Washington State law, all archaeological sites and resources are protected on private and public lands (RCW 27.53). Section 106 of the National Historic Preservation Act of 1966, as amended, stipulates early, often, and continuous consultation with the project's Federal/State lead agency and affected Native American Tribe(s) depending on the jurisdiction of the proposed project. If any significant archaeological resources are discovered during project related construction excavation and/or operation/maintenance, all activities must stop in the immediate area. A professional archaeologist should be contacted to inspect and assess the disturbed archaeological deposits. If necessary, the Washington State Department of Archeology & Historic Preservation and the affected Native American Tribe(s) would be contacted to</p>	<p>The phrase "If necessary" is negligent (shown in bold) and should be removed from the City response, since contacting the Washington State Department of Archeology & Historic Preservation and the affected tribe(s) is always necessary, and is the law. Furthermore, the response does not mention avoidance, which is always the first option. Damaging a cultural site can cause irreparable harm, which cannot be mitigated. Tribes should be involved "early and often" to avoid this. Public knowledge of archaeological sites is extremely limited, and therefore consultation and caution must always be exercised.</p>



further assess the damaged cultural resources. Future site-specific project actions would be subject to further environmental review on a case-by-case basis.	
13.d. See response in Question 13.c., above.	<p>Question 13.d. is not answered in the answer to Question 13.c. The following questions need to be clarified:</p> <p>What are the measures for avoidance and minimization? How does the City intend to commit to "early and often" consultation? Will affected tribes be consulted via SEPA (which is not early and often), or in advance in initial planning stages? Will project redesign be on the table in the absence of advance consultation? How long of a pause will be given to assess a disturbed Cultural Resource?</p>

These updates to both the amendment language and SEPA notice are critical to provide protection for critical areas and to support sustainable development in North Bend that does not compromise the character of the town and the quality of life for those who live here. We ask the North Bend City Council and Planning Commission to take the Snoqualmie Tribe's ancestral relationship with the lands of the Snoqualmie Valley into account when making decisions that affect people, wildlife, and the shape of the landscape now and far into the future.

Thank you for your consideration.

Sincerely,

DocuSigned by:

Michael Ross

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Michael Ross
Deputy Executive Director, Government Affairs and Special Projects



Technical Memorandum

To: Jamie Burrell, Senior Planner, City of North Bend
From: Jeff Gray, MS, PWS
Copies:
Date: April 7, 2025
Subject: Best Available Science Review for the City of North Bend 2025 Critical Areas Code Update
Project No.: Otak 33067.300-002

VIA EMAIL

This technical memorandum includes the Best Available Science (BAS) review to support the City of North Bend's (City) 2025 Critical Areas Code updates. A review of BAS regarding environmentally sensitive areas (i.e., critical areas) is required per the Washington State Growth Management Act [Chapter 36.70A of the Revised Code of Washington (RCW)]. Major updates to the City's Critical Areas Ordinance were passed in 2018 (City ordinance 1688), which were completed subsequent to the City's last Comprehensive Plan Update that occurred in 2015. The City updated and approved Comprehensive Plan updates again in December 2024, including the Critical Areas Element (Chapter 2).

This memorandum includes the critical areas BAS review, and recommended amendments to the North Bend Municipal Code (NBMC) Chapters 14.05 through 14.12 regarding critical areas regulations. Completed versions of the Washington State Department of Commerce's Critical Areas Checklist and the Washington Department of Fish and Wildlife's (WDFW) Riparian Management Zone Checklist for Critical Areas Ordinances were previously included with the BAS review memorandum dated July 25, 2023.

Best Available Science Review

The City recently updated critical areas regulations in 2018 based on Best Available Science (BAS). The following sections were significantly updated: Chapter 14.05 (Critical Areas – Administration, General Provisions and Definitions), Chapter 14.06 (Wetland Critical Areas), Chapter 14.07 (Critical Aquifer Recharge Areas), Chapter 14.09 (Fish and Wildlife Habitat Conservation Areas). Chapters 14.11 (Geologically Hazardous Areas) and Chapter 14.12 (Floodplain Management) did not require substantive updates based on BAS, and were updated to reflect critical areas report requirements that were moved to Chapter 14.05. Chapter 14.08 (Streams) was repealed and incorporated into Chapter 14.09. Chapter 14.10 (Channel Migration Zones) was not updated because the City does not regulate channel migration zones as stated in Chapter 14.10.010 (Purpose) largely due to overlapping floodplain development regulations.

Since 2018, the Washington Department of Fish and Wildlife (WDFW) and the Washington Department of Ecology (Ecology) have released updated guidance based on BAS for management of riparian zones along and streams and wetland mitigation. Riparian ecosystem BAS has been synthesized in *Volume 1: Science Synthesis and Management Implications* (Quinn et al. 2020) that describes how riparian ecosystems and watersheds affect ecological functions and aquatic habitats. *Volume 2: Management Recommendations* (Rentz et al. 2020) provides guidance for cities to protect and restore functioning riparian ecosystems. Healthy functioning riparian ecosystems are fundamental for clean water, productive salmon populations, and climate resilient watersheds. In 2021,

Ecology led the preparation of *Wetland Mitigation in Washington State, Part 1: Agency Policies and Guidance (Version 2)* (Ecology et al. 2021) that provides updated guidance on compensatory mitigation based on BAS. All three documents are intended to support local governments in developing consistent policies based on BAS as required under the Growth Management Act.

Ecology also published *Critical Aquifer Recharge Areas Guidance* (2005, revised March 2021) to help local jurisdictions protect local groundwater resources under the Growth Management Act. The City regulates CARAs and Wellhead Protection Areas in accordance with King County's analysis and map, and is periodically updated based on current information.

Riparian Ecosystems

Per Quinn et al. (2020) and Rentz et al. (2020), riparian ecosystems are defined as the area that provides full ecological function for bank stability, shade, pollution removal, detrital inputs, recruitment of large woody debris, and wildlife movement. The current term or approach to managing these habitats is to identify them as Riparian Management Zones (RMZ) rather than buffers as is commonly used in most critical areas ordinance. The preferred term is RMZ because buffer implies undeveloped natural areas that can contribute habitat to riparian functions, whereas RMZ is meant to capture the area capable of providing full functions and is managed to that end.

One of the goals of managing RMZs is the Desired Future Condition (DFC), in which habitat composition and structure is old, structurally complex conifer-dominated forest with large diameter trees, numerous snags and logs, and multi-strata canopies that promote plant diversity. This is used as the benchmark for the DFC in riparian areas. A significant component of implementing the RMZ management concept is to use the site-potential tree height (SPTH) for determining RMZ widths on streams. Tree height refers to the average height of the tallest dominant tree (200 years or older) in which key riparian ecosystem functions are effectively captured. The effectiveness of providing riparian functions decreases as the distance from a stream increases. Designating RMZs based on at least SPTH₂₀₀ is therefore a scientifically supported approach to protecting and managing fully functioning riparian ecosystems, including salmon.

Rentz et al. (2020) describes procedures for delineating RMZs in forested ecosystems. The inner edge of the RMZ should be based on the active channel as determined by the location of the stream ordinary high water mark (OHWM) following Ecology's OHWM delineation manual (Anderson et al. 2016). The outer edge should be the recommended minimum based on SPTH₂₀₀, vegetation composition, and pollution removal. The minimum RMZ width for pollution removal is 100 feet, which has been documented to remove 80-95% or more of common stream contaminants (e.g., nitrogen, phosphorous, sediment, and most pesticides). The mean SPTH₂₀₀ in western Washington ranges from 100 to 240 feet, and is correlated with soil types that support different climax trees species. The greater of the two (e.g., one full SPTH₂₀₀ and the 100-foot pollution removal overlay) should be utilized to determine the regulated RMZ to protect all key riparian functions. WDFW has created the SPTH mapping tool that covers the City of North Bend (<https://arcg.is/1ueq0a>), which can be used if this approach is adopted by local agencies for regulating riparian ecosystems.

In addition, Quinn et al. (2020) and Rentz et al. (2020) do not distinguish between non-fish bearing and fish-bearing streams. No evidence or scientific literature was identified that full riparian ecosystem functions along non-fish bearing streams are less important to aquatic ecosystems than full riparian ecosystem functions along fish-bearing streams due to their connectivity.

Wetlands Mitigation

Ecology's *Wetland Mitigation in Washington State, Part 1: Agency Policies and Guidance (Version 2)* (Ecology et al 2021) provides updated guidance when selecting, designing, and implementing compensatory mitigation based on BAS to ensure that environmental policies and regulatory requirements are achieved. The updated guidance

emphasizes mitigation sequencing, functional assessment tools, how to determine adequate compensation for lost wetland functions and values, the importance of site selection for habitat connectivity, and long-term sustainability and protection. Guidance on calculating impacts addresses permanent and temporary impacts, short and long-term temporary impacts, indirectly impacts, and shading (e.g., habitat conversion).

The goal of any project that impacts wetlands is to achieve “no net loss” of wetland functions and values that has been a key national and state policy goal since 1989. Determining no net loss is contingent on the amount of compensation required to offset wetland losses, and typically requires compensating for both area and functions. Commonly used methods for evaluating the adequacy of proposed compensation include using Ecology’s *Calculating Credits and Debits for Compensatory Mitigation* (Credit-Debit Method) (Hruby 2012) and mitigation ratios.

Findings of Fact

The City reviewed current BAS for critical areas protected under Title 14 (Environmental Protection), including wetlands, CARAs, streams, FWHCAs, channel migration zones, geologically hazardous areas, and floodplains. The City found that the most substantive potential code changes would be to NBMC 14.09 (Streams and Other Fish and Wildlife Habitat Areas) from expanding stream buffer widths (e.g., Riparian Management Zones) per WDFW’s recommendations catalogued in WDFW’s *Volume 1: Science Synthesis and Management Implications* (Quinn et al. 2020) and *Volume 2: Management Recommendations* (Rentz et al. 2020).

The City evaluated the feasibility of implementing increased standard stream buffers based on the 200-year SPTH using WDFW’s SPTH200 and RMZ Values mapping tool (<https://arcg.is/1ueq0a>), which would result in buffer increases on Type F streams from the current 115 feet to between 105 feet (red alder) and 235 feet (Douglas-fir), and on Type N streams generally from 65 feet to 100 feet based on water quality protection functions. Type S streams are regulated under NBMC 14.20, and have buffer widths generally ranging from 85 feet to 150 feet depending on the shoreline environmental designation and the presence of levees and FEMA-mapped floodways.

The City acknowledged additional stream protections within the current city code that are beyond the standard stream buffers in certain development scenarios. Examples include wetlands along a stream which can have buffers up to 225 feet for wetlands with high habitat scores, and buffer widths on streams with FEMA-mapped floodways being measured from the extent of the floodway rather than the OHWM of a stream channel (NBMC 14.20.290.B.6). The reaches of Ribary Creek and South Fork Snoqualmie River north of Bendigo Boulevard North has a protected area over 1,000 feet wide, for example, which is much larger than the standard stream buffer due to the mapped floodplain. Much of this floodplain area is owned and protected by the City as open space already. A large portion of the City is within a mapped FEMA floodplain due to the confluence of the South Fork Snoqualmie River and the Middle Fork Snoqualmie River north of city limits.

The City considered basin characteristics recognizing that much of the city is already developed with commercial and residential land uses, and certain areas have limited potential to provide increased protections from wider buffers. For example, the levee system along the South Fork Snoqualmie River limits the riparian protections that wider buffers could potentially provide. Wider stream buffers would also be limited to intervening roads per the City code. Type N streams in built out developed areas have a 25-foot buffer per NBMC 14.09.030(A)5, such as the single-family residential lots in the Silver Creek neighborhood. While the 25-foot buffer width is narrower than what is recommended in the current BAS, these areas have already been developed and implementing wider buffers in these previously planned and constructed residential developments would not provide the intended water quality protections. Wider buffers in these residential areas would result in an increase in legally non-conforming lots in which the existing land uses would still be allowed.

The City acknowledges that there are opportunities to implement wider stream buffers per WDFW's guidance in certain areas zoned for development with intensive land uses, such as the west side of Gardiner Creek between Alm Way and West Ribary Way south of Interstate 90. The City code also includes the option of implementing larger stream buffers at NBMC 14.09.030.D on a case by case basis when necessary to protect stream functions and values due to special stream characteristics or when developments pose unusual impacts.

NBMC 14.09.030(C) (Buffers) includes incentives for stream buffer restoration and enhancement along with buffer reductions and averaging. This approach allows for site-specific flexibility to incentivize restoration or enhancement of impacted buffers while not reducing ecological functions. Applicants have to achieve no net loss of critical area functions on each project site with critical areas using this holistic resource management approach.

The City considered expanding non-conformance provisions specific to critical areas, such as providing a clear and efficient process for expanding legally established nonconforming structures and land uses (e.g., limiting expansions to a defined square footage, allowable one-time expansion, allowances for decks). However, increasing buffer widths and then increasing allowable expansions into stream buffers appears counter to the original intent of increased buffer widths.

Municipal Code Amendments – Recommended Updates

Municipal code amendments are provided below based on the review of BAS for critical areas. Completed versions of the Washington State Department of Commerce's Critical Areas Checklist and WDFW's Riparian Management Zone Checklist for Critical Areas Ordinances are attached.

- 1) 14.06.010 (Designation): Update RCW reference to WAC 173-22-035 regarding wetland delineations using the approved federal manual and regional supplement.
- 2) 14.12.010.S (Applicability): Updated code citation in first paragraph to 14.050.040(S) for SFHA definition.
- 3) 14.05.040.G.1 (G Definitions) and 14.11.020 (Designation): Suggest updating the definition of geologically hazardous areas to be consistent with RCW 36.70A.030(14) and WAC 365-190-120(1): "Geologically hazardous areas" means areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns.
- 4) 14.05.040.C.8 (critical areas): Update critical areas definition to include recently added amendment to RCW36.70A.030 and WAC 365-190-030: "Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company." The full critical areas definition per the RCW and WAC is:
"Critical areas" include the following areas and ecosystems: (a) Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas; and (e) geologically hazardous areas. Critical areas include lands with natural hazards or lands that support certain unique, fragile or valuable resources. "Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company.
- 5) 14.09.040.A.1.e (Permitted alterations): Delete this section since it conflicts with the manuals described in the section heading, or replace this section with: "All stream crossings shall follow WDFW's 2013 Water Crossing Design Guidelines, or as updated, along with consideration of NMFS's 2011 Anadromous

Salmonid Passage Facility Design, or as updated. Stream crossing design shall follow the best available science and coordinated with WDFW.”

- 6) 14.09.030 (Buffers): In the section introduction, include a reference to delineating the OHWM in accordance with Ecology's OHWM delineation manual (Anderson et al. 2016), as updated. The manual is titled Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State, available at: <https://apps.ecology.wa.gov/publications/documents/1606029.pdf>
- 7) 14.09.040.A.5 (Septic systems): Update code to exclude new septic systems from stream buffers, not just the inner buffer. The inner buffer is not defined in the code, and is generally interpreted to assume the entire buffer.
- 8) 14.05.140.A.2.f (hazard trees): Encourage the creation of snags in critical areas or their buffers rather than complete tree removal if feasible.
- 9) 14.05.240 (Critical areas report/studies): Suggest adding a statement requiring critical areas reports to address project's climate resiliency within critical areas (e.g., increase habitat connectivity, planning for wider range of stream flows, and increase stream shading).
- 10) 14.05.250.E (Compensatory Mitigation): Include a reference to *Wetland Mitigation in Washington State, Part 1: Agency Policies and Guidance (Version 2)* (Ecology et al. 2021), as amended, and *Part 2: Developing Mitigation Plans* (Ecology et al. 2006), as amended.
- 11) 14.11.020: Add to reference the WDNR Washington Geologic Information Portal, such as (in *italics*): *Geologically hazardous area information and mapping are also available on the WDNR Washington Geologic Information Portal*.
- 12) NBMC 14.05.040(B)4 (Best Available Science) definition: Update the definition of BAS to include Indigenous Knowledge, such as (in *italics*): “Best available science” means current scientific information and *Indigenous Knowledge* used in the process to designate, protect, or restore critical areas that is derived from a valid scientific process as defined by WAC 365-195-900 through 365-195-925.
- 13) NBMC 14.05.240(B)1: Suggest adding the following sentence: “Critical areas reports are typically required for any project within 300 feet of a mapped critical area.”
- 14) NBMC 14.09.030, add reference to Riparian Management Zones. Such as (in *italics*), “The following buffers, *also referred to as Riparian Management Zones*, are the minimum requirements for streams...”
- 15) NBMC 14.05.040(R) (Definitions): Add Riparian Management Zone definition: “...means areas adjacent to streams containing elements of both aquatic and terrestrial ecosystems that mutually influence each other. The width of these areas extends to that portion of the terrestrial landscape that directly influences the aquatic ecosystem by providing shade, fine or large woody material, nutrients, organic and inorganic debris, terrestrial insects, or habitat for riparian-associated wildlife.

Attachments:

- 1) Washington State Department of Commerce's Critical Areas Checklist
- 2) WDFW Riparian Management Zone Checklist for Critical Areas Ordinances

References

Anderson, P., S. Meyer, P. Olson, and E. Stockdale. 2016. Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State. Ecology Publication No. 16-06-029. Available at: <https://apps.ecology.wa.gov/publications/documents/1606029.pdf>

Ecology [Washington Department of Ecology]. 2005. Critical Aquifer Recharge Areas Guidance, revised March 2021. Available at: <https://apps.ecology.wa.gov/publications/documents/0510028.pdf>

Ecology, US Army Corps of Engineers, and US Environmental Protection Agency (Region 10). 2021. Wetland Mitigation in Washington State, Part 1: Agency Policies and Guidance (Version 2). Ecology Publication No. 21-06-003. Available at: <https://ecology.wa.gov/Water-Shorelines/Wetlands/Mitigation/Interagency-guidance>

Hruby, T. 2012. Calculating Credits and Debits for Compensatory Mitigation (revised March 2012). Ecology Publication No. 10-06-011. Available at: <https://apps.ecology.wa.gov/publications/summarypages/1006011.html>

Quinn, T., G.F. Wilhere, and K.L. Krueger, technical editors. 2020. Riparian Ecosystems, Volume 1: Science Synthesis and Management Implications. Habitat Program, Washington Department of Fish and Wildlife, Olympia.

Rentz, R., A. Windrope, K. Folkerts, and J. Azerra. 2020. Riparian Ecosystems, Volume 2: Management Recommendations. Habitat Program, Washington Department of Fish and Wildlife, Olympia.



City Council Agenda Bill

SUBJECT:	Agenda Date: May 6, 2025	AB25-044
Motion Authorizing the Mayor to Negotiate an Interlocal Agreement for the Provision of Police Services	Department/Committee/Individual Mayor Mary Miller Interim City Administrator – Bob Larson City Attorney – Kendra Rosenberg City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm. & Economic Development – James Henderson Finance – Martin Chaw	
Cost Impact: (as provided in vendor written proposals): Five year (2025-2029) ongoing operational cost estimates range from \$21,305,503 (COS) to between \$23,637,907-\$24,533,361 (KCSO) and one-time cost of \$1,220,411 amortizable over five years (or \$244,082/yr) (KCSO only).		X
Fund Source: General Fund	Public Works – Mark Rigos	
Timeline: by 5/6/2025	Information Technology – Phillip Davenport	
Attachments: None		
SUMMARY STATEMENT:		
On March 14, 2025, the City issued a request for proposals (“RFP”) for contracted police services. On April 8, 2025, and April 11, 2025, the City received presentations and written proposals from the City of Snoqualmie and the King County Sheriff’s Office as required by the RFP. At the April 15, 2025 City Council meeting City staff presented to the Council scored results of the presentations and written proposals. The Council discussed the presentations and written proposals during the April 15, 2025 City Council meeting and additionally during the April 22, 2025 Council Workstudy.		
The City Council has completed its discussion for contracted police services and is ready to authorize the Mayor, and Mayor’s designee, to begin negotiations on an Interlocal Agreement (“ILA”) for police services.		
The following are the decisions available to Council:		
Alternative 1: Award police services contract to the City of Snoqualmie. The City Council authorizes the Mayor to negotiate the terms and conditions of a long-term ILA with the City of Snoqualmie, and to recommend the negotiated ILA to Council for review and approval.		
Alternative 2: Award police services contract to the King County Sheriff’s Office. The City Council authorizes the Mayor to negotiate the terms and conditions of an ILA with King County, and to initiate the required 18-month notice of termination of the existing ILA with Snoqualmie for police services.		
APPLICABLE BRAND GUIDELINES: Consistent Delivery of Quality Basic Services		
COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: MOTION to approve AB25-044, authorizing the Mayor to negotiate an Interlocal Agreement with the City of Snoqualmie for the provision of police services. OR		
Motion to approve AB25-044, authorizing the Mayor to negotiate an Interlocal Agreement with King County Sheriff’s Office for the provision of police services.		

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 6, 2025		