



CITY COUNCIL MEETING*

October 7, 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	City Council Meeting of September 16, 2025 & Special City Council Workstudy of September 23, 2025		1
2) Payroll	September 19, 2025 – 77823 through 77825 , in the amount of \$306,750.98		
3) Checks	October 7, 2025 – 77826, 77835 through 77918 , in the amount of \$4,271,497.86		
4) AB25-102	Resolution – Accepting WWTP HPI Phase 2 Project	Mr. Mohr	13
5) AB25-103	Resolution – Accepting WA State Department of Health Grant	Mr. Mohr	17
6) AB25-104	Resolution – Accepting Boxley Creek Mitigation Line Sallal Intertie Project	Mr. Mohr	33
7) AB25-105	Resolution – Accepting Additional FHWA Grant Funds & Authorizing LAA Supplement No. 2 RE Railway Crossing Improvements Project	Mr. Mohr	37

AUDIENCE PARTICIPATION: (Please restrict comments to 3 minutes)

INTRODUCTIONS:

8) AB25-106	Resolution – Authorizing Agreement with NW Railway Museum for Railway Crossing Improvement Project	Mr. Mohr	43
9) AB25-107	Motion – Authorizing Agreement with Bowman for Non-Residential Impact Fees Update	Mr. Chaw	49
10) AB25-108	Ordinance – Amending NBMC 10.20.020 & Adopting NBMC 10.20.050 RE Motorized Foot Scooters	Mr. Henderson	57

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

ADJOURNMENT:



***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

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NORTH BEND CITY COUNCIL MINUTES**September 16, 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: Elwood, Gothelf, Joselyn, Koellen, Rustik, Torguson and Tremolada.

Mayor Miller announced the Executive Session scheduled for the end of tonight's meeting would be moved up on the agenda and take place right after Item #13 – AB25-096, Public Hearing, Ordinance Increasing Stormwater Rates.

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

CONSENT AGENDA:

Minutes – Special City Council Workstudy of August 26, 2025 & City Council Meeting of September 2, 2025

Payroll – September 5, 2025 – 77761 through 77766, in the amount of **\$393,869.96**

Checks – September 16, 2025 – 77767 through 77822, in the amount of **\$982,403.08**

AB25-091 – Ordinance 1837 Amending 2025-2026 Biennial Budget

AB25-092 – Resolution 2161 Authorizing Cancellation of Outdated Checks

AB25-093 – Motion Authorizing Microsoft Software Licenses Renewal

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

AUDIENCE PARTICIPATION:

Debra Landers, North Bend Art & Industry, provided an update on North Bend Art & Industry activities and noted a Community Art Supply Swap would take place on September 27th from 10 a.m. to 5 p.m. at 1533 Bendigo Boulevard.

Kaleb Hopes, unincorporated North Bend, discussed speeds, laws and statistics of e-motorcycles, e-scooters, and e-mountain bikes as they relate to the proposed e-motorcycle ordinance under consideration by the City Council.

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Tyler Litzenberger, Vector Development, spoke in support of AB25-097 – Resolution Authorizing Easement & Quit Claim Deed regarding Alm Way Right-of-Way Vacation.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**Proclamation – Week Without Driving****Audio: 29:35**

Mayor Miller read a proclamation declaring the week of September 29 – October 5, 2025 as Week without Driving in the City of North Bend. Lyn McCarthy, Hopelink Snoqualmie Valley Mobility Coordinator, was on hand to accept the proclamation.

AB25-094 – Appointment to Planning Commission**Audio: 33:53**

Mayor Miller recommended the appointment of Chris Coulon to Position No. 4 on the Planning Commission.

Councilmember Joselyn **MOVED**, seconded by Councilmember Elwood to approve AB25-094, confirming the appointment of Chris Coulon to Planning Commission Position No. 4, term expiring May 18, 2026. The motion **PASSED** 7-0.

Presentation – King County Library**Audio: 41:27**

King County Library Regional Manager Mary Comstock and Librarian & Information Services Manager Jeong Kim provided a presentation on their “Curiosity Isn’t Quiet” campaign, “Curious Creatures” summer reading program, regular programming, and statistics on regional and North Bend Library patronage, material check outs and cardholder information.

Presentation – Best Starts for Kids**Audio: 49:43**

Jamalia Jones and Jessica Tollenaar-Cafferty from Best Starts for Kids provided a presentation on the Best Starts for Kids program which serves youth ages 24 and under. They reviewed areas of investment, County demographics, funding opportunities, online data dashboard, and 2024 investments/assistance for organizations in North Bend.

Presentation – Salary Commission Report**Audio: 1:04:23**

City Attorney Rosenberg and Administrative Services Director Escobar provided the staff report.

Ms. Escobar introduced Salary Commissioners Haas, Pottmeyer and Sill. The Salary Commission provided a presentation on the Salary Commission’s August 13, 2025 Report which contained the following:

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The Commission unanimously approved the following changes to the Mayor and City Council compensation, effective January 1, 2026:

Mayor's Base Salary shall be increased to \$6,000 per month from \$4,000 per month. Meeting reimbursement for a maximum of 10 meetings per month at \$100 per meeting is included in the base salary.

Councilmembers Base Salary shall be increased by 3%, averaging the CPI from 2022-2025, to \$570 per month from \$550 per month. In addition to the base salary, Councilmembers will be paid:

Regional Meetings:	\$100 each
Non-regional Meetings:	\$75 each

Meeting reimbursement amounts will remain the same. Meeting expense reimbursements to be capped at a maximum of 6 meetings per month.

Base salary includes regularly scheduled council meetings, special council meetings, public hearings, and council workshops.

Regional meetings include, but are not limited to:

- Sound Cities Association (SCA)
- Association of Washington Cities (AWC)
- Puget Sound Regional Council (PSRC)
- Snoqualmie Valley Governments Association (SVGA)
- Eastside Fire & Rescue (EFR)
- King County Affordable Housing Task Force
- King County Flood Control Advisory Committee
- King County Regional Law, Safety, and Justice Committee
- SCA Public Issues Committee
- SCA Joint Recommendations Committee
- Land Conservation Advisory Group
- Snoqualmie Valley Watershed Forum (WRIA)
- Eastside Transportation Partnership (ETP)
- Meadowbrook Farm Preservation Association
- National League of Cities (NLC)
- Meetings in Olympia (that address City of North Bend issues with legislature, governor, state departments or boards)
- Meetings not enumerated in this list where the Mayor or Councilmember is appointed or elected to attend by the Mayor, City Council, King County Executive, SVGA or SCA, King County Council, the Governor, or State Legislature, if the reason for the appointment was because of the individual's status as an elected official and the meeting purpose will advance the City of North Bend's interests either regionally or locally.
- Meetings with King County (personnel or elected officials)

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Non-regional meetings include committee meetings and other city related task force or associations that the Councilmember has been appointed to or requested to attend.

Attendance at political functions, fundraising and/or social events, regularly scheduled community events, ribbon cuttings, and State of the City presentations to other organizations are excluded.

For reimbursement purposes, meetings lasting less than 4 hours will be counted as one meeting and meetings lasting over 4 hours will be counted as two meetings. Travel time to and from meetings is not included in meeting time. The Mayor and Council will continue to be reimbursed for mileage to and from meetings per NBMC 3.36.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Elwood, Chair
A report of the September 16th meeting was provided.

Finance & Administration Committee – Councilmember Gothelf, Chair
A report of the September 9th meeting was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the September 11th meeting was provided.

Public Health & Safety Committee – Councilmember Rustik, Chair
A report of the September 2nd meeting was provided.

Transportation & Public Works Committee – Councilmember Koellen, Chair
A report of the August 26th meeting was provided.

Council Workstudy – Mayor Pro Tem Joselyn
A report of the August 26th Special Workstudy was provided.

Sound Cities Association Public Issues Committee – Councilmember Tremolada
A report of the September 10th meeting was provided.

Snoqualmie Valley Aquatic Collaborative – Councilmember Tremolada
A report of recent discussions was provided.

Regional Law, Safety, and Justice Committee – Councilmember Torguson
A report of the July 31st meeting was provided.

Planning Commission
A report of the August 6th and August 20th meetings was provided.

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Parks Commission

A report of the July 23rd meeting was provided.

Economic Development Commission

A report of the August 28th meeting was provided.

INTRODUCTIONS:

AB25-095 – Public Hearing, Ordinance 1838 Amending Taxes, Rates & Fees Schedule RE School Impact Fees **Audio: 1:48:54**

Planning Manager McCarty provided the staff report. Ryan Stokes, Snoqualmie Valley School District Assistant Superintendent, was on hand to answer questions.

Mayor Miller opened the Public Hearing on an Ordinance Amending the Taxes, Rates & Fees Schedule Regarding School Impact Fees at 8:51 p.m.

There was no public comment and Mayor Miller closed the Public Hearing at 8:51 p.m.

Councilmember Elwood **MOVED**, seconded by Councilmember Gothelf to approve AB25-095, an ordinance updating the amount of school impact fees, amending the Taxes, Rates, & Fees Schedule relating to School Impact Fees, and amending Ordinance No. 1260, as a first and final reading. The motion **PASSED** 7-0.

AB25-096 – Public Hearing, Ordinance 1839 Increasing Stormwater Rates & Amending Taxes, Rates & Fees Schedule **Audio: 1:56:35**

Deputy City Administrator/Public Works Director Rigos provided the staff report.

Mayor Miller opened the Public Hearing on an Ordinance Increasing Stormwater Rates and Amending the Taxes, Rates & Fees Schedule at 9:00 p.m.

There was no public comment and Mayor Miller closed the Public Hearing at 9:01 p.m.

Councilmember Gothelf **MOVED**, seconded by Councilmember Joselyn to approve AB25-096, an ordinance increasing Stormwater Rates and amending the Taxes, Rates & Fees Schedule, as a first and final reading. The motion **PASSED** 7-0.

Mayor Miller announced a five-minute break at 9:05 p.m. Mayor Miller resumed the meeting at 9:10 p.m.

EXECUTIVE SESSION:

Mayor Miller recessed the meeting for an Executive Session at 9:10 p.m. to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or

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to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency, pursuant to RCW42.30.110(1)(i). Action was anticipated as a result of the Executive Session, which was expected to last fifteen minutes and videotaping of the meeting was paused.

City Attorneys Evans and Rosenberg were present for the Executive Session.

At 9:25 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional five minutes.

The regular meeting was reconvened at 9:30 p.m.

Councilmember Joselyn **MOVED**, seconded by Councilmember Rustik to authorize the Mayor to execute and administer the "Interlocal Agreement Between the City of North Bend and the City of Snoqualmie for Police Services. The motion **PASSED** 7-0.

AB25-097 – Resolution 2162 Authorizing Easement & Quit Claim Deed **Audio: 2:09:47**
Regarding Alm Way Right-of-Way Vacation

Deputy City Administrator/Public Works Director Rigos provided the staff report.

Councilmember Koellen **MOVED**, seconded by Councilmember Tremolada to approve AB25-097, a resolution authorizing the Mayor to execute an Access and Utility Easement Agreement and Quit Claim Deed related to the Alm Way Street Vacation, and accepting payment from 90 NB Investments LLC for \$337,858. The motion **PASSED** 7-0.

AB25-098 – Resolution 2163 Adopting Shoreline Public Access & Trail Plan **Audio: 2:14:20**

Planning Manager McCarty provided the staff report.

Councilmember Elwood **MOVED**, seconded by Councilmember Joselyn to approve AB25-098, a resolution acknowledging completion of the Shoreline Public Access and Trail Plan and adopting the Plan to guide future City planning and projects. The motion **PASSED** 7-0.

AB25-099 – Resolution 2164 Setting Public Hearing Date Regarding **Audio: 2:22:01**
Right-of-Way Vacation Along NW 8th Street

Deputy City Administrator/Public Works Director Rigos provided the staff report.

Councilmember Koellen **MOVED**, seconded by Councilmember Gothelf to approve AB25-099, a resolution initiating vacation process for a portion of City right-of-way located along NW 8th Street and setting a Public Hearing date of October 21, 2025.

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Councilmember Joselyn **MOVED**, seconded by Councilmember Torguson to change the Public Hearing date to October 7, 2025. The motion **FAILED** 6-1 (Elwood, Gothelf, Joselyn, Koellen, Rustik & Tremolada).

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

AB25-100 – Motion Authorizing Public Works Director Employment Contract

Audio: 2:37:49

City Administrator Emery provided the staff report.

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve AB25-100, authorizing the Mayor to execute and administer an Employment Agreement for the Director of Public Works, in a form and content approved by the City Attorney. The motion **PASSED** 7-0.

AB25-101 – Ordinance Adopting NBMC 6.12.035 Regarding Cleanup of Horses

Audio: 2:41:51

Deputy City Administrator/Public Works Director Rigos provided the staff report.

Councilmember Joselyn **MOVED**, seconded by Councilmember Gothelf to postpone AB25-101, an ordinance adopting NBMC Section 6.12.035 relating to clean-up of horses, ponies, burros, mules, and other beasts of burden in City right-of-way and parks to the November 4, 2025 City Council meeting. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Elwood thanked those that provided presentations at tonight's meeting and members of the public for providing comments. Additionally, he acknowledged passage of the Interlocal Agreement (ILA) with the City of Snoqualmie for police services.

Councilmember Torguson echoed Councilmember Elwood's comments regarding the ILA for police services and noted the North Bend Railway Museum would be hosting a Halloween Train on the last three weekends in October and the Snoqualmie Wine Train on Friday, October 31st.

Councilmember Tremolada encouraged all to register to vote for the upcoming November 4th General Election.

Councilmember Joselyn acknowledged the efforts of outgoing Deputy City Administrator/Public Works Director Rigos and extended his appreciation to all other staff members for their efforts on behalf of the City.

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Councilmember Rustik encouraged all to donate food items to the “Apple Cup Food Drive” and noted donations boxes were available at City Hall until September 20th.

Councilmember Gothelf echoed fellow Councilmembers comments regarding the ILA for police services and Deputy City Administrator/Public Works Director Rigos. Additionally, he congratulated Mr. Mohr on his promotion to Public Works Director.

City Administrator Emery noted City Engineer DeBerg would be promoted to Deputy Public Works Director.

Mayor Miller spoke regarding the following items:

- Meet Up with the Mayor – September 17th 9 – 10 a.m. @ Arete Coffee
- Valley Volunteer Day – October 4th 9 a.m. – 12 p.m.
- North Bend Blues Walk – October 4th 6 p.m. – Midnight @ Downtown
- September 23, 2025 Special Council Workstudy

ADJOURNMENT:

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

The meeting adjourned at 10:22 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk

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CITY OF NORTH BEND
CITY COUNCIL SPECIAL WORKSTUDY NOTES
September 23, 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 (Remote), Alan Gothelf, Mark Joselyn, Heather Koellen, Christina Rustik, Suzan Torguson and Errol Tremolada.

Staff Present: Mayor Mary Miller, City Administrator Amber Emery, Acting Police Chief Gary Horejsi, Finance Director Martin Chaw, Community & Economic Development Director James Henderson, Administrative Services Director Lisa Escobar, Communications Manager Bre Keveren, IT Manager Phillip Davenport, Deputy Finance Director Elaine Morse, and Deputy City Clerk Jennifer Bourlin.

Mayor Pro Tem Joselyn announced the presentation for an Ordinance amending NBMC 10.20 regarding E-Motorcycles scheduled for the end of tonight's meeting would be moved up on the agenda and take place first as Item #2.

Ordinance E-Motorcycles:

Community & Economic Development Director Henderson discussed a proposed Ordinance creating a new chapter in NBMC 10.10 regarding E-Motorcycles to include the following:

- Definition of an E-Motorcycle
- Required the E-Motorcycle to be registered with the Washington State Department of Licensing and display a valid license plate
- The operator of an E-Motorcycle must have a valid driver's license and motorcycle endorsement
- Guardians are prohibited from authorizing or knowingly permitting a minor in their care to operate an E-Motorcycle
- Required operators obey all traffic laws and that any infractions are subject to a monetary penalty including impound fees
- Required the operator to wear a helmet
- Operator must be 16 years of age or older and cannot transport a passenger

Interim Police Chief Horejsi provided clarification of current laws and provided an update on current issues involving E-Motorcycles and electric scooters.

Mr. Henderson then discussed a proposed Ordinance amending NBMC 10.20 regarding Motorized Foot Scooters that included:

- Reduced speed to 15 miles per hour

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- Allowed Motorized Foot Scooters on sidewalks within city limits
- Lowered the age of operators from 16 to 12 years of age or older
- Provide for impoundment and penalties if a motorized foot scooter is operated in a manner that violates the provisions in NBMC Chapter 10.20.

The existing Ordinance required operators to wear a helmet and does not allow transporting a passenger.

After additional discussion, Council consensus was to place both ordinances on the main agenda for Council consideration at the October 7, 2025 Council meeting and Mayor Pro Tem Joselyn asked Councilmembers to forward any additional comments to staff within the week.

General Fund Fiscal Sustainability:

Finance Director Chaw provided a presentation of the General Fund Fiscal Sustainability Analysis that included:

- A recap of discussions to date
- Updated General Fund financial forecast that included King County Sheriff's Office costs and no new revenues
- A 2026 financial plan summary
- Factors driving costs and spending that indicated the primary driver of the increased General Fund spending was the costs of contracting for Public Safety
- Level of service by departments and function

Mr. Chaw reviewed how the General Fund resources were spent by area of expenditure and provided a review of each department, professional services and contracts.

Mr. Chaw reviewed a handout with detailed existing and remaining revenue options available and advised that Human and Community Service Grants would be discussed at a future workstudy to determine funding amounts.

Additionally, he reviewed staff fund allocations, roles and responsibilities, proposed stormwater positions, organizational chart and salary schedule.

Mayor Pro Tem Joselyn recessed the meeting for a five-minute break at 8:08 p.m.

The meeting reconvened at 8:13 p.m.

Middle Fork Development Update:

Community & Economic Development Director Henderson provided an update about the Middle Fork Development. The Washington State Military Department currently owns

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the 35-acre parcel. Middle Fork Property Development, LLC has submitted a Master Plan for the 35-acre parcel with two options:

- Commercial and light manufacturing development (35 acres)
- Commercial development (10 acres) and National Guard Facility (25 acres)

He noted the master plan was currently under review and would come before a Hearing Examiner in mid-November 2025 and added that the developer has submitted a 10-acre binding site plan for their first commercial project; the Military Department would retain ownership of the remaining 25-acres.

He then discussed the goals for the Army National Guard Facility, timeline, site concept and noted it would consolidate 700 part-time and 40 full-time soldiers to support continuing operations, training and unit transformation and maintenance requirements.

Mr. Henderson then reviewed a potential redevelopment site called Project 34 that was located near exit 34 off Interstate 90. The site would establish a public-private partnership to redevelop the Weyerhaeuser and Heidelberg Materials site for an enhanced truck parking facility and the National Guard Readiness Center. The proposal included the following:

- Expanding the Urban Growth Area to incorporate it into the city to serve the location with water and sewer
- Relocate truck parking from its current location at the Travel Centers of America
- Relocation of truck parking and National Guard allows the City of North Bend to develop “Truck Town” to its highest and best usage
- Provide a state-wide solution to truck parking on Interstate 90 to support Washington State’s economic growth
- Deliver a state-of-the-art truck parking and service facility
 - Partner with a private developer and secure State and Federal funds to construct road improvements to serve the facility
- Support the City of North Bend’s economic development and revenue goals to meet levels of service expected by residents and businesses

Adjournment

The Workstudy closed at 8:45 p.m.

ATTEST:

Mark Joselyn, Mayor Pro Tem

Jennifer Bourlin, Deputy City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: October 7, 2025		AB25-102	
Resolution Accepting the Wastewater Treatment Plant High Priority Improvements Phase II Sewer Capital Project		Department/Committee/Individual			
		Mayor Mary Miller			
		City Administrator – Amber Emery			
		City Attorney – Kendra Rosenberg			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – James Henderson			
		Finance – Martin Chaw			
Cost Impact: N/A		Public Works – Tom Mohr		X	
Fund Source: N/A					
Timeline: Immediate					
Attachments: Resolution					
SUMMARY STATEMENT:					
<p>In December 2019 City staff began a design/build procurement approach to design and construct several capacity, redundancy, and safety improvements to the Wastewater Treatment Plant in a project dubbed the Wastewater Treatment Plant High Priority Improvements Phase II (the “project”). The specific contracting method used was Energy Savings Performance Contracting (“ESPC”) through which the City would contract directly with the Washington State Department of Enterprise Services, who would then contract with an Energy Services Company (ESCO) of the City’s choosing. The City chose to work with Trane to perform the design and construction services on the project.</p> <p>The first step of the process was conducting an Investment Grade Audit (“IGA”), which began following City Council approval on December 3, 2019. The IGA served as the preliminary design step of the process and plans and specifications were developed by Gray & Osborne, Inc. to 50% design level. Upon completion of the IGA, Trane solicited bids from several contractors to construct the project, then assembled the remainder of the project team and prepared a proposal to complete design and construction of the project. The cost of their proposal was \$26,484,326.00, inclusive of the IGA, the remainder of design, construction, and construction administration. This phase of the contract was approved at the May 18, 2021 City Council meeting.</p> <p>Construction of the project began on October 11, 2021 and was declared substantially complete on March 12, 2024 and physically complete on March 14, 2024. There were two change orders issued for the project that totaled \$328,176.00, bringing the total authorized contract amount to \$26,812,502.00. The final cost of the project was \$26,490,862.57. This is \$6,536.57 more than the original contract amount and \$321,639.43 less than the total authorized amount.</p> <p>This action will accept the project as complete. The retainage bond cannot be released until the project has been accepted by the City Council, all liens have been satisfied, and all taxes have been paid. Upon receipt of all necessary documentation, the retainage bond shall be released.</p>					
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 September 23, 2025 meeting and recommended approval and placement on the Consent Agenda.					

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB25-102, a resolution accepting the Wastewater Treatment Plant High Priority Improvements Phase II Sewer Capital Project as complete and authorizing release of retainage.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 7, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE WASTEWATER TREATMENT PLANT HIGH PRIORITY IMPROVEMENTS PHASE II SEWER CAPITAL PROJECT

WHEREAS, On December 3, 2019 the City of North Bend entered into an Energy Savings Performance Contracting contract with the Washington State Department of Enterprise Services (DES) to perform an Investment Grade Audit (IGA) for the design and construction of the Wastewater Treatment Plant High Priority Improvements Phase II capital project (“Project”); and

WHEREAS, The City selected Trane as the Energy Services Company to perform the work; and

WHEREAS, the IGA was completed on May 6, 2021 with Trane proposing a guaranteed not-to-exceed amount of \$26,484,326.00 for design and construction of the Project, including the IGA; and

WHEREAS, on May 18, 2021 the City of North Bend accepted Trane’s proposal and entered into a contract with the DES to complete design and construction of the Project; and

WHEREAS, Trane started the work on October 11, 2021 and completed the work March 14, 2024; and

WHEREAS, the final design and construction cost of the project was \$26,490,862.57, including tax; and

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

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

Section 1. The City of North Bend accepts DES and Trane’s work on the Wastewater Treatment Plant High Priority Improvements Phase II sewer capital project.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF
OCTOBER, 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 Council Agenda Bill

SUBJECT:		Agenda Date: October 7, 2025		AB25-103	
Resolution Ratifying and Confirming Acceptance of the Washington State Department of Health Grant Award Related to Water Rights Mitigation		Department/Committee/Individual			
		Mayor Mary Miller			
		City Administrator – Amber Emery			
		City Attorney – Kendra Rosenberg			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – James Henderson			
		Finance – Martin Chaw			
		Public Works – Tom Mohr, P.E.		X	
Cost Impact: N/A					
Fund Source: N/A					
Timeline: Immediate					
Attachments: Resolution, DOH Grant Agreement Number GVL29695-0					
SUMMARY STATEMENT:					
<p>In 2023, City staff applied for a Washington State Department of Health (“DOH”) grant to fund improvements related to the water mitigation system at the Boxley Creek Intertie in collaboration with Sallal Water Association (“Sallal”). The Boxley Intertie water improvements consisted of designing and constructing approximately 150 lineal feet of 12” diameter water main, improvements to the telemetry system, modifications to Sallal’s Well #2 such that it can produce flow rates between 100 gallons per minute (gpm) and 1,000 gpm, and connecting Sallal’s Well #1 into the piping to make it available for mitigation purposes. Construction of that work was recently completed.</p> <p>This grant was awarded by DOH in January 2024 in the amount of \$707,000 with no local matching funds required. Deputy City Administrator / Public Works Director Mark Rigos signed the Grant Award & Agreement accepting the funding on November 25, 2024. The Council action for October 7, 2025 formally approves and confirms the acceptance of the grant funds and authorizes the Mayor or her designee to execute and administer all documents necessary to proceed with acceptance of the grant funds.</p> <p>Staff recommend Council confirm acceptance of this grant.</p>					
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 September 23, 2025 meeting and recommended approval and placement on the Consent Agenda.					
RECOMMENDED ACTION: MOTION to approve AB25-103, a resolution ratifying and confirming acceptance of the Washington State Department of Health grant award, Agreement Number GVL29695-0, in the amount of \$707,000 related to water rights mitigation.					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
October 7, 2025					

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, RATIFYING AND CONFIRMING ACCEPTANCE OF THE WASHINGTON STATE DEPARTMENT OF HEALTH GRANT AWARD, AGREEMENT NUMBER GVL29695-0, IN THE AMOUNT OF \$707,000 RELATED TO WATER RIGHT MITIGATION

WHEREAS, in 2023, City of North Bend (“City”) staff applied for a Washington State Department of Health (“WSDOH”) Grant related to the North Bend Boxley Creek intertie with the Sallal Water Association’s water system, Project #2024-4265 for engineering, installation of approximately 181 feet of 8-inch and 12-inch diameter water mains from Sallal Wells to the North Bend’s Boxley Creek Mitigation water system for stream flow mitigation and installation of SCADA improvements at the Sallal Wells, and for other related costs; and

WHEREAS, in January of 2024, WSDOH awarded the City \$707,000 in grant funds (“Grant Award”) to be used for the intertie related to water right mitigation within the scope of work provided; and

WHEREAS, the Grant Award does not require a local match of funds; and

WHEREAS, Deputy City Administrator Mark Rigos signed the Grant Award & Agreement accepting the \$707,000 on November 25, 2024; and

WHEREAS, the City Council desires to approve and confirm acceptance of the grant funds and authorizes the Mayor or her designee to execute and administer all documents necessary to proceed with acceptance of the grant funds;

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

Section 1. The City Council accepts, ratifies, and confirms acceptance of the WSDOH grant funds in the amount of \$707,000 for the intertie related to water right mitigation consistent with the Grant Award & Agreement.

Section 2. The Mayor, or her designee, is authorized to enter into the Grant Award & Agreement, attached hereto as Exhibit A, and any other agreements necessary to complete acceptance of the grant funds set forth in Section 1 of this Resolution.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF
OCTOBER, 2025.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:




Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

		GRANT AWARD & AGREEMENT		DOH GRANT/AGREEMENT NUMBER: GVL29695-0	
This Agreement is by and between the State of Washington Department of Health (DOH) and the party identified below, hereafter referred to as the "Grantee" and is issued pursuant to the RCW 43.70.040 - Secretary's powers—Rule-making authority—Report to the legislature; and ESSB-29695.				PROJECT TITLE: Water Right Mitigation SUBRECIPIENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
IT IS THE PURPOSE OF THIS GRANT – To North Bend Intertie with Sallal Water System #2024-4265 Project to include: 1. Submit engineering design and bid documents to the Northwest Regional Office for review and approval. 2. Mitigation Water Intertie: install approximately 181 feet of 8-inch and 12-inch water mains from Sallal Wells to the City of North Bend's Boxley Creek Mitigation water system for stream flow mitigation. 3. Install SCADA improvements at the Sallal wells. In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment, cultural and environmental review, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative and audit.					
GRANTEE NAME		GRANTEE DBA			
City of North Bend		N/A			
GRANTEE ADDRESS		STATEWIDE VENDOR NUMBER		FEDERAL TAX ID NO.	
PO Box 896 North Bend, WA		0018430-00		91-6001473	
				UBI NUMBER	
				175-000-595	
GRANTEE CONTACT		CONTACT TELEPHONE		GRANTEE FAX	
Mark Rigos		425.888.7650		N/A	
				GRANTEE E-MAIL ADDRESS	
				mrigos@northbendwa.gov	
DOH DIVISION		DOH OFFICE		DOH PROGRAM	
EPH				ODW	
DOH CONTACT NAME AND TITLE		DOH CONTACT ADDRESS			
Rachel Paris		Tumwater			
DOH CONTACT TELEPHONE		DOH CONTACT FAX		DOH CONTACT E-MAIL ADDRESS	
360.236.4294		N/A		Rachel.paris@doh.wa.gov	
Source of Funds				CFDA NUMBERS (if applicable)	
(FED) \$-0- (ST) \$707,000.00 (Other) \$-0- Total \$707,000.00					
AGREEMENT START DATE		AGREEMENT END DATE		MAXIMUM AGREEMENT AMOUNT	
Date of Execution		June 30, 2026		\$707,000.00	
EXHIBITS. The following Exhibits are attached and incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibit A, Statement of Work <input checked="" type="checkbox"/> Exhibit B, General Terms & Conditions <input type="checkbox"/> Exhibit C, Special Terms and Conditions <input type="checkbox"/> No Exhibit(s).					
The terms and conditions of this Agreement, including all attachments and subsequent amendments constitutes the entire and exclusive understanding between the parties. No other understandings, writings, and communications, oral or otherwise regarding the subject matter of this Agreement shall exist to bind the parties. The parties signing below represent they have read and understand this Agreement and have the authority to execute this Agreement. This Agreement shall be binding on DOH only upon signature by DOH.					
CONTRACTOR SIGNATURE				DATE	
 <small>Mark Rigos (Nov 25, 2024 15:34 PST)</small>				Nov 25, 2024	
PRINT OR TYPE NAME				TITLE	
Mark Rigos				Deputy City Administra	
DOH CONTRACTING OFFICER SIGNATURE				DATE	
				Nov 26, 2024	

GRANT REQUIREMENTS & STATEMENT OF WORK: The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein.

PAYMENT PROVISIONS: Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$707,000.00** in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. Any work done outside of the period of performance shall be provided at no cost to DOH.

BILLING PROCEDURE: Payment to the Grantee for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

GRANTEE RESPONSIBILITIES:

- A. The Grantee has full responsibility for the conduct of the project or activity supported under this award and for adherence to the award conditions. Although the Grantee is encouraged to seek the advice and opinion of DOH on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound scientific and administrative judgments and should not imply that the responsibility for operating decisions has shifted to DOH. The Grantee is responsible for notifying DOH about any significant problems relating to the administrative or financial aspects of the award.
- B. The requirements of this award are contained in the Grant Application, the General Terms and Conditions and statement of work unless otherwise specified in the award instrument. Certain applicable Federal standards are incorporated by reference.
- C. By acceptance of this award, the Grantee agrees to comply with the applicable Federal requirements and to the prudent management of all expenditures and actions affecting the award. Documentation for each expenditure or action affecting this award must reflect appropriate organizational reviews or approvals which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the project, and that the proposed action:
 - 1. Is consistent with the award terms and conditions;
 - 2. Represents effective utilization of resources; and
 - 3. Does not constitute a significant project change

EXHIBIT A

**STATEMENT OF WORK
DOH GRANT #GVL29695-0
CITY OF NORTH BEND**

Period of Performance: Date of Execution through June 30, 2026

STATE APPROPRIATION CONTRACT INFORMATION

CITY OF NORTH BEND, INTERTIE FOR WATER RIGHT MITIGATION

DWSRF Scope of Work Form:

Scope of Work:

Project to include:

1. Submit engineering design and bid documents to the Northwest Regional Office for review and approval.
2. Mitigation Water Intertie: install approximately 181 feet of 8-inch and 12-inch water mains from Sallal Wells to the City of North Bend's Boxley Creek Mitigation water system for stream flow mitigation.
3. Install SCADA improvements at the Sallal wells.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment, cultural and environmental review, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative and audit.

CITY OF NORTH BEND, SALLAL INTERTIE FOR WATER RIGHT MITIGATION

Project Costs by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	\$0
Environmental Review	\$0
Historical Review/Cultural Review	\$0
Land/ROW Acquisition	\$0
Permits	\$0
Public Involvement/Information	\$0
Bid Documents (Design Engineering)	\$0
Construction: Estimated Cost. Provide details on following pages.	\$0
DOH Review/Approval Fees:	\$0

Contingency: (10% min, 20% max)	\$0
Sales or Use Taxes	\$0
Construction Engineering/Inspection	\$0
Insurance:	\$0
Audit:	\$0
Legal:	\$0
Service Meters (Purchase and Installation)	\$0
Other:	\$0
TOTAL ESTIMATED PROJECT COSTS FOR NORTH BEND	\$707,000
DWSRF Grant Award	\$707,000

CITY OF NORTH BEND, SALLAL INTERTIE FOR WATER RIGHT MITIGATION

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Matching Funds		
Grant #1	State Direct Appropriation ESSB5949	\$707,000
Grant #2		
Other Grants		\$
New Grants		\$
Total Grants and Other Non-Matching Funds		\$707,000
Loans		
<i>This Loan Request</i>		\$0
Other Loan #1		\$
Other Loan #2		\$
Other Loans		\$
New Loans		\$
Total Loans		\$0
Local Revenue		
Source #1		\$
Source #2		\$
Other Local Revenue		\$
New Local Revenue		\$
Total Local Revenue		\$
Other Funds		

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Other Funds		\$
Other Funds		\$
Total Other Funds		\$
TOTAL PROJECT FUNDING		\$707,000

EXHIBIT B

**GENERAL TERMS & CONDITIONS
DOH CONTACT GVL29695-0
CITY OF NORTH BEND**

AGREEMENT ALTERATIONS AND AMENDMENTS: This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Only the Contracting Officer or his/her delegate shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement on behalf of DOH. No alteration, modification, or waiver of any clause or condition of this agreement is effective or binding unless made in writing and signed by authorized parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35: The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CHANGE IN STATUS: In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify DOH of the change. Grantee shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party, either verbally or in writing, of any Confidential Information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and State laws and administrative rules governing confidentiality. Specifically, the Grantee agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, the Grantee shall immediately notify the DOH Chief Information Security Officer (security@doh.wa.gov). For the purposes of this Agreement, "immediately" shall mean within one business day.

The Grantee will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Grantee agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Grantee, its officers, directors, employees, Subgrantees or agents.

Any breach of this clause may result in termination of the agreement and the demand for return of all confidential information.

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B. Subsequent Disclosure

The Grantee will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express prior written consent of the Secretary of Health, or as required by law.

If responding to public record disclosure requests under RCW 42.56, the Grantee agrees to notify and discuss with the DOH Chief Information Security Officer requests for all information that are part of this Agreement, prior to disclosing the information. The Grantee further agrees to provide DOH a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

DEBARMENT: The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions. The Contractor agrees to include the above requirement in all subcontracts into which it enters to complete this contract.

DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this contract. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section. When a genuine dispute arises between DOH and the Contractor regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved, either party may submit a request for non-binding mediation to the other party through the DOH Contracts Unit and the DOH Contracts Unit will notify the other party of the request for non-binding mediation. DOH Contracts will act as the initial coordination point and manage the non-binding mediation communication to and from the parties.

Each party agrees that the DOH will identify three mediators who are neutral to both parties. Each party agrees that Contractor will identify one of the three mediators to engage in this process. Each party agrees that it will be responsible for one-half (1/2) the cost of the mediator. Each party agrees that the non-binding mediation will occur at a time and place convenient to all parties, including the mediator and that preference is for the mediation to occur in Olympia or Tumwater, Washington. Each party agrees the mediation is non-binding.

A party's request for a non-binding mediation must:

- Be in writing,
- clearly state the disputed issues,
- state the relative positions of the parties, state the Contractor's name, address, and his/her contact number, the DOH Program Contract Manager.
- be mailed to ATTN: DOH Contracts and Procurement Director, P.O. Box 47905, Olympia, WA 98504-7905 within 30 day (30) calendar days after the party could have reasonably be expected to have knowledge of the issue which he/she now disputes, or
- be emailed to DOHCON.MGMT@DOH.WA.GOV with the subject line clearly displaying the contract number and the word "DISPUTE."

The non-binding mediation process constitutes the sole administrative remedy available under this contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. Both parties have a duty and responsibility to timely pursue and engage in non-binding mediation. However, the

EXHIBIT B

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requesting party may pursue judicial or quasi-judicial action prior to the completion of non-binding mediation if the subject party unnecessarily delays or intentionally frustrates the mediation process.

GOVERNANCE: This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
 1. **Special Terms and Conditions (Exhibit C if used)**
 2. Primary document (document that includes the signature page)
 3. Standard/General Terms and Conditions (Exhibit B)
 4. Statement of Work (Exhibit A)

HOLD HARMLESS: The Grantee shall defend, protect and hold harmless the State of Washington, DOH, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the Grantee or subgrantee, or agents of either, while performing under the terms of this agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

INDUSTRIAL INSURANCE COVERAGE: The Grantee shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this agreement, the Grantee shall provide or purchase industrial insurance coverage for the Grantee's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this agreement. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DOH may collect from the Grantee the full amount payable to the Industrial Insurance accident fund. DOH may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by DOH under this agreement, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

NONDISCRIMINATION –

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- A. **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- B. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- C. **Default.** Notwithstanding any provision to the contrary, DOH may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DOH receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DOH may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- D. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DOH shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DOH for default under this provision.

RECORDS MAINTENANCE: The parties to this agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHT OF INSPECTION: The Grantee shall provide right of access to its facilities to DOH, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement. The Grantee shall make available information necessary for DOH to comply with the client's right to access, amend, and receive an accounting of disclosures of their confidential information according State and Federal law. The Grantee's internal policies and procedures, books, and records relating to the safeguarding,

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use, and disclosure of confidential information obtained or used as a result of this agreement shall be made available to DOH and the U.S. Secretary of the Department of Health & Human Services, upon request.

SAVINGS: In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, DOH may terminate the Grant under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
 - Documented access authorization and change control procedures;
 - Card key systems that restrict, monitor and log access;
 - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
 - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
 - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
 - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
 - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
 - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
 - AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;

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- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

SEVERABILITY: If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

SUBGRANTING: Neither the Grantee, nor any subgrantee, shall enter into subgrants for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the subgrant operate to release or reduce the liability of the Grantee to DOH for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this agreement.

Additionally, the Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants.

SURVIVABILITY: The terms and conditions contained in this agreement, will survive the completion, cancellation, termination, or expiration of the agreement.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, DOH may give notice to Grantee to suspend performance as an alternative to termination. DOH may elect to give written notice to the Grantee to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this agreement. Notice may include notice by facsimile or email to the Grantee's representative. The Grantee shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give the Grantee written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Grantee will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Grantee gives notice to DOH that it cannot resume performance, the parties agree that the agreement will be terminated retroactive to the original date of termination. If the date Grantee gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the agreement will be terminated retroactive to the original date of termination.

EXHIBIT B

**GENERAL TERMS & CONDITIONS
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TAXES: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

TERMINATION: Either party may terminate this agreement upon 30 days prior written notification to the other party. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER: A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.



City Council Agenda Bill

SUBJECT:		Agenda Date: October 7, 2025		AB25-104
Resolution Accepting the Boxley Creek Mitigation Line Sallal Intertie Water Capital Project		Department/Committee/Individual		
		Mayor Mary Miller		
		City Administrator – Amber Emery		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – James Henderson		
		Finance – Martin Chaw		
Cost Impact: N/A		Public Works – Tom Mohr, P.E.		X
Fund Source: N/A				
Timeline: Immediate				
Attachments: Resolution				
<p>SUMMARY STATEMENT:</p> <p>At the October 15, 2024 City Council meeting, the City Council approved a construction contract amount of \$266,598.08 with Northwest Cascade, Inc. (“contractor”) to construct the Boxley Creek Mitigation Line Sallal Intertie Water Capital Project. The project consisted of constructing approximately 160 lineal feet of 12” diameter water main and improvements to the telemetry system such that Sallal Wells 1 and 2 can be used by the City for water mitigation purposes.</p> <p>Total construction cost was \$289,899.31 which was \$23,301.23 above the awarded contract amount. This increase in contract cost was approved administratively by the Mayor and City staff via change order. Project construction began April 28, 2025 and was physically completed June 25, 2025. All necessary documentation has been received from the contractor and the project is ready for close-out.</p> <p>This project’s costs are reimbursable by the State. Retainage cannot be released until the project has been accepted by City Council, all liens have been satisfied, and all taxes have been paid. Upon receipt of all necessary documentation, retainage shall be released.</p>				
<p>APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.</p>				
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their August 26, 2025 meeting and recommended approval and placement on the Consent Agenda.</p>				
<p>RECOMMENDED ACTION: MOTION to approve AB25-104, a resolution accepting the Boxley Creek Mitigation Line Sallal Intertie Water Capital Project as complete and authorizing release of retainage.</p>				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
October 7, 2025				

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE BOXLEY CREEK MITIGATION LINE SALLAL INTERTIE WATER CAPITAL PROJECT

WHEREAS, City of North Bend Staff requested bids for the Boxley Creek Mitigation Line Sallal Intertie capital project (“Project”); and

WHEREAS, Northwest Cascade, Inc. submitted the lowest responsive and responsible bid; and

WHEREAS, the Project was awarded to Northwest Cascade, Inc. on October 15, 2024 in the amount of \$266,598.08, including tax; and

WHEREAS, Northwest Cascade, Inc. started the work on April 28, 2025 and completed work June 25, 2025; and

WHEREAS, the final construction cost of the project was \$289,899.31, including tax; and

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

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

Section 1. The City of North Bend accepts Northwest Cascade, Inc. work on the Boxley Creek Mitigation Line Sallal Intertie water capital project.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF OCTOBER, 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 Council Agenda Bill

SUBJECT:		Agenda Date: October 7, 2025		AB25-105
Resolution Accepting Additional Federal Highway Administration (FHWA) 2023 Rail-Highway Crossing Program Funds for the Railway Crossings Capital Project		Department/Committee/Individual		
		Mayor Mary Miller		
		City Administrator – Amber Emery		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – James Henderson		
		Finance – Martin Chaw		
Cost Impact: \$0 (local match)		Public Works – Tom Mohr, PE		X
Fund Source: NA				
Timeline: Immediate				
Attachments: Resolution; Local Agency Agreement Supplement No. 2				
<p>SUMMARY STATEMENT:</p> <p>In 2022, City of North Bend (“City”) Staff applied for a 2023 Rail-Highway Crossing Program Grant (“Grant”) for engineering services and construction of the Railway Crossings Capital Project (“Project”). The City intends to contract with the Northwest Railway Museum to construct the Project, which will improve four railroad crossings located in the City. The Grant funds will provide for the design and construction of four crossings located at SR-202; Main Avenue; NW 8th Street; and North Bend Way. In September 2023, the Puget Sound Regional Council (“PSRC”), the administrator of federal grant funds, amended the Statewide Transportation Improvement Program (“STIP”), and awarded the City a zero-match grant in the amount of \$2,721,000.</p> <p>In August 2025, the bids were opened for the Project by the Northwest Railway Museum, and they were higher than expected. In coordination with the Northwest Railway Museum, City staff applied for additional funds in the amount of \$2,083,200 to account for the added costs to the Project. The additional grant funds were approved by WSDOT and the new grant amount for the Project is now \$4,804,200. This is a zero-match funded grant program for the City.</p> <p>The attached Resolution accepts the additional grant funds in the amount of \$2,083,200 and authorizes the Mayor to execute and administer all other documents necessary to obligate Grant funds for the Project.</p>				
APPLICABLE BRAND GUIDELINES: Consistent delivery of basic quality services including transportation and traffic management.				
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the September 23, 2025, Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.				
RECOMMENDED ACTION: MOTION to approve AB25-105, a resolution accepting additional Federal Highway Administration (FHWA) 2023 Rail-Highway Crossing Program grant funds in an amount of \$2,083,200 for the Railway Crossings Capital Project and authorizing the Mayor to execute Local Agency Agreement Supplement No. 2 to obligate these funds for construction.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
October 7, 2025				

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING ADDITIONAL RAIL-HIGHWAY CROSSING PROGRAM GRANT FUNDS IN THE AMOUNT OF \$2,083,200 FOR CONSTRUCTION ENGINEERING SERVICES AND CONSTRUCTION OF THE RAILWAY CROSSINGS CAPITAL PROJECT

WHEREAS, through passage of Resolution 2096 on January 16, 2024, the City accepted a Federal Highway Administration 2023 Rail-Highway Crossing Program Grant (“Grant”) for engineering services and construction for the City’s Railway Crossings Capital Project (“Project”) in the sum of 2,721,000; and

WHEREAS, after the 2025 bidding process for the Project, bids were higher than expected, and therefore, in coordination with the Northwest Railway Museum, City staff applied for additional funds in the amount of \$2,083,200 to account for the added costs to the Project, which were approved by WSDOT; and

WHEREAS, the Project will improve four railroad crossings located at SR-202, Main Avenue, NW 8th Street, and North Bend Way within the City; and

WHEREAS, the City desires to enter into a Railroad Grade Crossing Agreement with the Northwest Railway Museum, a Washington non-profit corporation, for construction engineering services and construction of the Railway Crossings Capital Project and acceptance of these additional grant funds will allow the City to provide the Northwest Railway Museum Project funds;

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

Section 1. The City Council accepts the additional 2023 Rail-Highway Crossing Program grant funds in the amount of \$2,083,200 for construction engineering services and construction of the City’s Railway Crossings Capital Project, which are additional funds to the 2023 Rail-Highway Crossing Grant.

Section 2. The Mayor is authorized to execute and administer all required documents related to Local Agency Agreement Supplement No. 2 related to the 2023 Rail-Highway Crossing Program grant funds.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF OCTOBER, 2025.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk



**Washington State
Department of Transportation**

Local Agency Agreement Supplement

Agency City of North Bend		Supplement Number 2
Project Number RAIL-0875(006)	Agreement Number LA-10809	ALN. 20.205 - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Bendigo Blvd., NW 8th St., North Bend Way Crossing Improvements

Length 0

Termini Various

Description of Work ☒ No Change

Reason for Supplement

Obligate additional funds for increased CN phase costs. Obligate additional funds for increased PE phase state services costs

Indirect Cost Rate ☐ Yes ☒ No

Project Agreement End Date Dec. 31, 2028

Advertisement Date May 12th, 2025

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	2,000.00		2,000.00	0.00	2,000.00
	b. Other Consultant			0.00	0.00	
Federal Aid Participation Ratio(s) for PE	c. Other RR Design Services	86,000.00		86,000.00	0.00	86,000.00
	d. State Services	2,000.00	1,200.00	3,200.00	1,000.00	2,200.00
	e. Total PE Cost Estimate	90,000.00	1,200.00	91,200.00	1,000.00	90,200.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio(s) for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate	0.00	0.00	0.00	0.00	0.00
Construction 100 %	k. Contract			0.00	0.00	
	l. Other RR Constr.	2,427,788.00	1,945,267.00	4,373,055.00		4,373,055.00
Federal Aid Participation Ratio(s) for CN	m. Other			0.00		
	n. Other RR Constr. Mgt.	121,389.00	76,832.00	198,221.00	0.00	198,221.00
	o. Agency	72,823.00	44,901.00	117,724.00	0.00	117,724.00
	p. State Services	10,000.00	15,000.00	25,000.00	0.00	25,000.00
	q. Total CN Cost Estimate	2,632,000.00	2,082,000.00	4,714,000.00	0.00	4,714,000.00
	r. Total Project Cost Estimate	2,722,000.00	2,083,200.00	4,805,200.00	1,000.00	4,804,200.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By 
Title MAYOR
Agency Date 9/11/25

Washington State Department of Transportation

By
Director, Local Programs
Date Executed

Stephanie
Tax

Digitally signed by
Stephanie Tax
Date: 2025.09.17
08:53:26 -07'00'

Agency City of North Bend		Supplement Number 2
Project Number RAIL-0875(006)	Agreement Number LA-10809	ALN 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



City Council Agenda Bill

SUBJECT:		Agenda Date: October 7, 2025		AB25-106
Resolution Authorizing Agreement with Northwest Railway Museum for Engineering & Construction of the Railway Crossing Capital Project		Department/Committee/Individual		
		Mayor Mary Miller		
		City Administrator – Amber Emery		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – James Henderson		
		Finance – Martin Chaw		
Cost Impact: \$0		Public Works – Tom Mohr, P.E.		X
Fund Source: NA				
Timeline: Immediate				
Attachments: Resolution, Vicinity Map				
<p>SUMMARY STATEMENT:</p> <p>In 2022, the City of North Bend (“City”) staff applied for a 2023 Rail-Highway Crossing Program Grant (“Grant”) for engineering services and construction of the Railway Crossings Capital Project (“Project”) which will improve four existing railroad crossings located in the City. In coordination with the Northwest Railway Museum, the City applied for additional funds in 2025, and they were approved by WSDOT. The grant funds will provide for the design and construction of four crossings located at SR-202, Main Avenue, NW 8th Street, and North Bend Way.</p> <p>This Project includes removal and replacement of the above-referenced four railroad crossings with concrete panels that are intended to significantly extend the life of the railway crossings. The Northwest Railway Museum (“NRM”) will manage the Project, consistent with the Railroad Grade Crossing Agreement between the City and NRM although the funding is provided to the City and the NRM is a subrecipient. Grant funds are essentially a pass-through revenue from the City to NRM. Grant funds will also be used to relocate the existing railway tracks parallel to McClellan Alley between SR202 and Main Avenue to the south and remove the northern-most railroad tracks to allow for additional space for the future McClellan Alley improvements intended to be constructed with improvements to Taylor Park. The McClellan Alley section of the Project is scheduled for construction in 2027 or 2028, if a construction grant can be obtained.</p> <p>The City submitted its 6-Year Transportation Improvement Plan (“TIP”) to PSRC, and this Project was added to the STIP in September 2023 to qualify for the grant funds. This Project is included in the City’s 2026-2031 TIP.</p> <p>On February 6, 2024, the North Bend City Council approved \$89,000 in grant obtained funds toward design with NRM. In an accompanying agenda bill, City staff is requesting authorization for the construction portion of the agreement with NRM in an amount of \$4,571,276. During upcoming construction, NRM will pay their contractor. The City is not involved in contractor selection. NRM will then request reimbursements funds through the grant administered by the City consistent with the agreement.</p> <p>This Project is an example of a positive collaboration between the City of North Bend and Northwest Railway Museum for the benefit of the community. City staff recommend approval of this agreement.</p>				
APPLICABLE BRAND GUIDELINES: Consistent delivery of basic quality services including transportation and traffic management.				

City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their September 23, 2025, meeting and recommended approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB25-106, resolution authorizing an agreement with the Northwest Railway Museum for construction engineering and construction of the Railway Crossings Capital Project.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 7, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER A RAILROAD GRADE CROSSING AGREEMENT BETWEEN THE CITY OF NORTH BEND AND THE NORTHWEST RAILWAY MUSEUM FOR CONSTRUCTION ENGINEERING SERVICES AND CONSTRUCTION OF THE RAILWAY CROSSINGS CAPITAL PROJECT

WHEREAS, through passage of Resolution 2096 on January 16, 2024, the City accepted a Federal Highway Administration 2023 Rail-Highway Crossing Grant (“Grant”) for engineering services and construction for the City’s Railway Crossings Capital Project (“Project”) in the sum of 2,721,000; and

WHEREAS, after the 2025 bidding process for the Project, bids were higher than expected, and therefore, in coordination with the Northwest Railway Museum, City staff applied for additional funds in the amount of \$2,083,200 to account for the added costs to the Project, which were approved by WSDOT; and

WHEREAS, the Project will improve four railroad crossings located at SR-202, Main Avenue, NW 8th Street, and North Bend Way within the City; and

WHEREAS, the City desires to enter into a Railroad Grade Crossing Agreement with the Northwest Railway Museum, a Washington non-profit corporation, for construction engineering and construction of the Project;

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

Section 1. The Mayor is authorized to execute and administer the Railroad Grade Crossing Agreement, in a form and content approved by the City Attorney in an amount not to exceed \$4,571,276, with the Northwest Railway Museum, a Washington non-profit corporation, for construction engineering and construction of the Railway Crossings Capital Project.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF OCTOBER, 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 Council Agenda Bill

SUBJECT:		Agenda Date: October 7, 2025		AB25-107
Motion Authorizing Agreement with Bowman (formerly FCS GROUP) for a Non-Residential Impact Fees Update		Department/Committee/Individual		
		Mayor Mary Miller		
		City Administrator – Amber Emery		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm & Economic Development – James Henderson		
		Finance – Martin Chaw		X
Cost Impact: \$77,500		Public Works – Mark Rigos		
Fund Source: General Fund		Information Technology – Phillip Davenport		
Timeline: immediate				
Attachments: Bowman Scope of Work				
<p>SUMMARY STATEMENT:</p> <p><u>Introduction:</u> Washington State law authorizes cities, such as North Bend, that plan under the Growth Management Act, to impose impact fees on development activity as part of the financing for public facilities (RCW 36.70A.040). Following the completion of the 2024 Comprehensive Plan and an update to the Capital Facilities Element, an associated update to impact fees is necessary to ensure compliance with RCW 82.02.050(5), which requires cities to update their impact fees to fund the additional demands and public facility improvements required to serve new development.</p> <p><u>What are impact fees?</u> Impact fees are a one-time fee paid as a condition for new development. Specifically, RCW 82.02.050 specifies that impact fees:</p> <ul style="list-style-type: none"> (a) can be imposed for system improvements that are reasonably related to the new development; (b) cannot exceed a proportionate share of the costs of system improvements that are reasonably related to the new development; and (c) should be used for system improvements that will reasonably benefit the new development. <p><u>Proposed scope of work:</u> Bowman (formerly FCS GROUP) is a well-respected financial and public policy consultancy based in Redmond, WA. Bowman has extensive experience preparing impact fee analyses and calculation methodologies that are cost-based and meet the requirements of State law.</p> <p>Bowman’s proposed scope of work will include a review of the City’s Transportation and Parks impact fees (last updated in 2015 and 2016, respectively), and includes the following study deliverables:</p> <ol style="list-style-type: none"> 1. Impact Fee Requirements and Methods Technical Memorandum to include the proportionate impact fee requirements of RCW 82.02.060(1); 2. North Bend Impact Fee Alternatives Analysis and Presentation; 3. Draft Impact Fee Methodology Report and Procedures; and 4. Adoption of Final Impact Fee Methodology and Procedures and separate report on methodology as it relates to RCW 82.02.060(1). <p>If approved, Bowman expects to begin work during the 4th quarter of 2025 and complete its technical analysis, and the final report will be issued in the 3rd quarter of 2026.</p> <p><u>Staff recommendation:</u> Staff recommends the City Council approve the scope of work and authorize the Mayor to execute a professional services agreement with Bowman related to the impact fee study.</p>				

City Council Agenda Bill

APPLICABLE BRAND GUIDELINES: Economic viability, Balanced budget.		
COMMITTEE REVIEW AND RECOMMENDATION: This item has been reviewed by two committees.		
<ul style="list-style-type: none"> - The Finance and Administration Committee reviewed this item at its August 12, 2025, meeting, and recommended approval and referred this item to the Community and Economic Development Committee which met on September 16, 2025. - The Community and Economic Development Committee reviewed this item at its September 16, 2025, meeting, and recommended approval and placement on the Main Agenda for discussion. 		
RECOMMENDED ACTION: Motion to approve AB25-107, authorizing the Mayor to execute and administer a professional services agreement with Bowman in the amount of \$77,500 for a non-residential impact fee study and alternatives, in a form and content acceptable to the City Attorney.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 7, 2025		



Exhibit A: Scope of Work

TASK PLAN V2

Purpose

The purpose of this assignment is to update the methodology used to calculate the City of North Bend's Transportation Impact Fee and Park Impact Fee. Primary focus will be on establishing a new methodology for calculating non-residential impact fees. The Impact Fee Capital Project List and new impact fees will be identified to meet the long-range land use growth goals articulated in the *North Bend Comprehensive Plan (Amended 2023)*.

The new methodology will consider alternative approaches to calculating the fees for future office, industrial, and hotel development in a manner that takes into account city-wide transportation and parks impacts and also long-term general fund revenue impacts.

Additionally, the new impact fee methodology shall be designed in a manner that is consistent with the recently adopted scaled impact fee methodology for residential development, and encourages development of middle housing and early learning facilities within the City. Per RCW 82.02.050.* Impact fees (a) can be imposed for system improvements that are reasonably related to the new development; (b) cannot exceed a proportionate share of the costs of system improvements that are reasonably related to the new development, and (c) should be used for system improvements that will reasonably benefit the new development.

Major Deliverables of this project shall include:

1. Deliverable 1. Impact Fee Requirements and Methods Technical Memorandum to include the proportionate impact fee requirements of RCW 82.02.060(1)*
2. Deliverable 2. North Bend Impact Fee Alternatives Analysis and Presentation to include the proportionate impact fee requirements of RCW 82.02.060(1)*
3. Deliverable 3. Draft Impact Fee Methodology Report and Procedures to include the proportionate impact fee requirements of RCW 82.02.060(1)*
4. Deliverable 4. Adoption of Final Impact Fee Methodology and Procedures and separate report on methodology as it relates to RCW 82.02.060(1) *

*Regarding residential uses, this work plan assumes that the previously adopted residential impact fee scaling method will be applied to the new impact fees. For this analysis, RCW 82.02,060(1) shall primarily apply to non-residential uses specified by the state, such as early learning facilities.



PROPOSED WORK PLAN

Task 1 – Project Kickoff and Data Collection

Steps to Get There

- 1.1 Set up project and provide monthly invoices with progress reports.
- 1.2 Provide a data needs list to the City in advance of the kickoff meeting. Review data, to be provided electronically by the City. This shall include prior studies and planning documents regarding future growth and development. City shall provide summary and maps depicting current and planned improvements for major city roads, park land and park facilities.
- 1.3 Meet remotely with City staff to discuss initial data questions, identify and agree on key policy issues to be addressed, discuss policy objectives, and kickoff the study. Key policy issues to be addressed could include some or all of the following:
 - Impact Fee Capital Planning Period (20 years)
 - Priorities for future system improvements.
 - Funding resource (revenue) assumptions for future system improvements
 - Creditable vs. Non-Creditable Impact Fee Assumptions for private-constructed improvements.
 - Methodology for charging/adjusting parks impact fees to hotels and RV Park developments.
 - Methodology for updating impact fees using current ITE Handbook trip generation rates.
 - Methodology for charging fees on changes in development that do not add building square feet, such as parking lots, outdoor storage, etc.
 - Defensible approaches for calculating existing and future levels of service.
 - Approaches for determining capacity added by planned transportation, parks, capital projects to maintain current levels of service.
 - Discussion of “business enhancement factors” that would reduce fees for specified development types (i.e., hotels, restaurants, high tech) based upon general fund revenues that they contribute over time.

Deliverables

Monthly invoices with progress reports

Data needs list. The City shall provide the following assumptions early in the study process:

- Prior Adopted Impact Fee Methodology and Ordinance.
- Relevant studies and planning documents regarding future growth and development.
- System Plans and Capital Cost Estimates, descriptions and maps of planned transportation, parks, police and fire facilities or needs to accommodate growth.
- Priorities for future transportation, and park land/facilities (may be refined during the study process).
- Existing and Projected Trip Generation estimates (based on current ITE Handbook) and Level of Service Analysis for signalized intersections in the City.
- Existing Level of Service measures for parks and trails (e.g., current and planned acres and linear feet of trails).
- Historic financial data depicting how prior capital improvements have been funded.
- Current fund balances for impact fees.
- Summary of prior five years of new construction activity permitted by the City depicting approved non-residential development by square feet of floor area, if available.



Internal Kickoff meeting #1

Task 2 – Impact Fee Policy Analysis

Steps to Get There

- 2.1 Identify policy options. The policy discussion during the kickoff meeting (Task 1.3) will sensitize us to the City’s policy needs and concerns. We will seek policy solutions that meet the City’s needs while being consistent with state statute.
- 2.2 Summarize findings, methodology alternatives and recommendations in a policy technical memorandum. This memorandum will constitute our advice to the City in the development of the update to the current impact fee methodology and resulting ordinance.
- 2.3 Review policy analysis and preliminary recommendations at an on-site meeting with City staff and jointly determine the policies that will inform the technical analyses.

Deliverables

Policy Issues and Recommendations Technical Memorandum. The memorandum shall include a separate section for transportation, parks, police and fire impact fees, and contents shall include the following:

Purpose

Overview of Relevant WA State Legal Requirements

Background and Current Practice by the City of North Bend

Methodology Options Under Consideration

- Growth Assumptions
- Capital Improvement Assumptions
- Evaluation of Policy Options
- Designing Impact Fees by Development or Land Use Type
- Calculation of “business enhancement factors” and other “discount factors” for specific types of new developments

Preliminary Analysis and Recommendations

Task 3 – Technical Analysis

Steps to Get There

- 3.1 Estimate existing and future customer base to determine the quantity of growth to be served by existing and future facilities. This calculation will include growth in both population and employment (to facilitate possible charging of non-residential developments).
- 3.2 Estimate the eligible cost of existing facilities. To the extent that the City has available capacity in its parks system, at least a portion of the cost of that available capacity can be recovered in the impact fee.
- 3.3 Estimate the eligible cost of planned projects. To the extent that planned parks projects will serve new users (rather than cure existing deficiencies), at least a portion of the cost of those

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P: 425.867.1802



projects can be recovered in the impact fee. Any deviations from the existing capital facilities plan element of the City's comprehensive plan will be identified for further action amending that plan.

- 3.4 Calculate the impact fee schedule and funding plan.
- 3.5 Comparison of impact fees among peer jurisdictions
- 3.5 Review the technical analysis with City staff at up to two on-site meetings.
- 3.6 Revise analysis after review with City staff.

Deliverables

Analysis spreadsheet

Task 4 – Methodology Report and Communication

Steps to Get There

- 4.1 Deliver draft report. The draft report will document all findings and recommendations related to the calculation of the park impact fee. The City will have an opportunity to review the document and suggest refinements.
- 4.2 Present findings and recommendations. We will distill the draft report to a set of PowerPoint slides and deliver up to three presentations to audiences of the City's choice. For example, one presentation could be to a stakeholder group such as the master builders, and another two presentations could be to the City Council (perhaps once at a work session and once at the public hearing for adoption).
- 4.3 Draft ordinance. Draft the implementing ordinance that would establish the code section and park impact fee methodology. The draft ordinance will be reviewed and finalized by the City attorney. If the methodology includes any deviations from the City's adopted capital facilities plan element of the comprehensive plan, those will be noted for Council action amending the plan.
- 4.4 Deliver final report. The final version will reflect the feedback that was solicited in Task 4.1.

Deliverables

Draft Impact Fee Methodology report and final report

Draft ordinance

Presentation slides and council meeting participation (assumes FCS staff to attend up to 2 in in-person meetings)



BUDGET

We propose to complete this scope of work at a cost not to exceed \$77,500 for the three facility types (transportation, parks and multimodal). Below is a detailed budget by task and individual:

Estimated Budget by Task and Key Staff

Task Detail	On Site	Chase Principal	Wood PC	Tryon Sr. Analyst	Admin Support	Total Hours	Budget Estimate
Task 1: Project Kickoff and Data Collection							
1.1 Set up and manage project.		2	16		4	22	\$4,850
1.2 Request and review data.		2	4	16		22	\$4,470
1.3 Facilitate remote kickoff meeting.	1	2	2	2		6	\$1,480
<i>Task 1 Subtotal</i>	1	6	22	18	4	50	\$10,800
Task 2: Policy Analysis							
2.1 Identify policy options.		6	8	4		18	\$4,550
2.2 Summarize policy analysis in memo.		4	8	4	2	18	\$4,120
2.3 Review memo with City staff and assess options.	1	4	6	4		14	\$3,430
<i>Task 2 Subtotal</i>	1	14	22	12	2	50	\$12,100
Task 3: Technical Analysis							
3.1 Estimate existing and future customer base (growth).		4	6	4		14	\$3,430
3.2 Estimate eligible cost of existing assets.		2	4	6		12	\$2,670
3.3 Estimate eligible cost of planned projects.		4	12	24		40	\$8,440
3.4 Calculate impact fee schedule and funding plan.		4	12	24		40	\$8,440
3.5 Review technical analysis with City staff	2	8	16	12		36	\$8,520
3.6 Revise analysis after review with City staff.		4	6	16		26	\$5,590
<i>Task 3 Subtotal</i>	2	26	56	86	0	168	\$37,090
Task 4: Communication							
4.1 Deliver draft report.		2	8	14		24	\$5,050
4.2 Present findings and recommendations.	3	8	16	8		32	\$7,800
4.3 Draft ordinance		2	2			4	\$1,120
4.4 Deliver final report		2	6	4	2	14	\$3,000
<i>Task 4 Subtotal</i>	3	14	32	26	2	74	\$16,970
Labor Total		\$19,500	\$31,020	\$25,560	\$880		\$76,960
Expenses							\$540
Budget Estimate							\$77,500
Cost Summary							
Total Hours		60	132	142	8	342	
Billing Rate		\$325	\$235	\$180	\$110		

Additional meetings and presentation may be added as mutually agreed.



Major Deliverable and Tentative Schedule

Deliverable	Schedule
Deliverable 1. Impact Fee Requirements and Methods Technical Memorandum to include the proportionate impact fee requirements of RCW 82.02.060(1)	Draft Tech. Memo.: Oct. 15, 2025 Final Tech. Memo: Nov. 15, 2025
Deliverable 2. North Bend Impact Fee Alternatives Analysis and Presentation to include the proportionate impact fee requirements of RCW 82.02.060(1)	Draft Tech. Memo.: Dec. 15, 2025 Final Tech. Memo: Jan. 15, 2026
Deliverable 3. Draft Impact Fee Methodology Report and Procedures to include the proportionate impact fee requirements of RCW 82.02.060(1)	Draft Tech. Report.: Feb. 15, 2026 Final Tech. Report: March. 15, 2026
Deliverable 4. Adoption of Final Impact Fee Methodology and Procedures and separate report on methodology as it relates to RCW 82.02.060(1)	Draft Report/Pres.: April 15, 2026 Final Report/Pres.: June 15, 2026

Our normal billing practice is to bill based on time and materials actually expended, not to exceed the total budget. We would be more than happy to negotiate the appropriate level of effort for this project if we have scaled our approach out of line with the City's needs or expectations.



City Council Agenda Bill

SUBJECT:		Agenda Date: October 7, 2025		AB25-108
Ordinance Relating to Motorized Foot Scooters, Amending NBMC Section 10.20.020 (General Requirements and Operation) and Adopting a New NBMC Section 10.20.050 (Impoundment and Penalties)		Department/Committee/Individual		
		Mayor Mary Miller		
		City Administrator – Amber Emery		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – James Henderson		X
		Finance – Martin Chaw		
Cost Impact: N/A		Public Works – Mark Rigos, P.E.		
Fund Source: N/A				
Timeline: Immediate				
Attachments: Ordinance				
<p>SUMMARY STATEMENT:</p> <p>The City of North Bend has seen an increase in electric scooters (also known as “e-scooters”) within the community. E-scooters, if not operated in a responsible manner, represent a potential safety hazard to their riders, pedestrians, and other motor vehicle drivers.</p> <p>Staff are recommending the following amendments to NBMC Chapter 10.20 (Motorized Foot Scooters) to address potential safety concerns related to e-scooters while recognizing the public’s expanding use of e-scooters and maintaining consistency with surrounding jurisdictions:</p> <ul style="list-style-type: none"> • Change the lawful age to operate a motorized scooter from 16 years to 12 years; • Reduce the lawful speed from 25 miles per hour to 15 miles per hour; • Allow the use of motorized foot scooters on sidewalks and public trails within the City of North Bend to enhance the safety of riders as well as the general public; and • Provide for impoundment and penalties if a motorized foot scooter is operated in a manner that violates the provisions in NBMC Chapter 10.20. <p>NBMC Chapter 10.20 currently requires helmets to operate a motorized foot scooter and makes it unlawful to operate a motorized foot scooter while carrying a passenger.</p> <p>The following alternatives are available to the City Council:</p> <p><u>Alternative 1:</u> Approve AB25-108, an ordinance relating to motorized foot scooters, amending NBMC Section 10.20.020 (General requirements and operation) and adopting a new NBMC Section 10.20.050 (Impoundment and penalties) as presented.</p> <p><u>Alternative 2:</u> Table AB25-108 to a future City Council session and provide additional feedback and guidance so Staff can draft an alternative ordinance.</p>				
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.				
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the September 23, 2025 City Council Workstudy.				

City Council Agenda Bill

RECOMMENDED ACTION: MOTION to approve AB25-108, an ordinance relating to motorized foot scooters, amending NBMC 10.20.020 (General requirements and operation) and adopting a new NBMC Section 10.20.050 (Impoundment and penalties), as a first and final reading.

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 7, 2025		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, RELATING TO MOTORIZED FOOT SCOOTERS, AMENDING NORTH BEND MUNICIPAL CODE SECTION 10.20.020 RELATING TO GENERAL REQUIREMENTS AND OPERATION OF MOTORIZED FOOT SCOOTERS; ADOPTING A NEW NBMC SECTION 10.20.050 RELATING TO IMPOUNDMENT AND PENALTIES FOR MOTORIZED FOOT SCOOTERS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of North Bend currently regulates motorized foot scooters under chapter 10.20 of the North Bend Municipal Code (“NBMC”); and

WHEREAS, the City has seen increased use of motorized foot scooters within the City; and

WHEREAS, the City seeks to regulate motorized foot scooters to enhance the health, safety, and welfare of its residents; and

WHEREAS, the City seeks to amend NBMC Section 10.20.020 to lower the speed limits for motorized foot scooters to mirror the speed limit in the City of Snoqualmie, lower the age to operate a motorized foot scooter, and to allow motorized foot scooters on sidewalks within the City; and

WHEREAS, to aid the enforcement of the City’s motorized foot scooter regulations, the City finds it appropriate to adopt a new NBMC Section 10.20.050 to authorize impoundment of motorized foot scooters used in violation of City regulations and to provide for additional penalties;

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

Section 1. NBMC Section 10.20.020 (General Requirements and Operation),

Amended: North Bend Municipal Code Section 10.20.020 (General requirements and operation) is hereby amended to read as follows:

10.20.020 General requirements and operation.

A. No person may operate a motorized foot scooter on a public way unless such person is ~~16~~12 years of age or older.

~~B. It is unlawful for any person to use or operate a motorized foot scooter upon any sidewalk or public trail within the city of North Bend.~~

~~B~~C. Every motorized foot scooter when in use during hours of darkness as defined in RCW 46.37.020 shall display a lighted headlight, lighted stop light and at least two illuminating rear reflectors.

~~C~~D. It is unlawful to operate a motorized foot scooter without a muffling device in good working order and in constant operation to prevent excessive or unusual noise. Operation of a motorized foot scooter with a modified muffling device is unlawful.

~~D~~E. Operation of a motorized foot scooter on a public way with a speed limit in excess of 25 miles per hour, unless the motorized foot scooter is operated within a bicycle lane, is unlawful.

EF. It is unlawful for any person to operate a motorized foot scooter in excess of 15 miles per hour.

F. It is unlawful for any person to operate a motorized foot scooter while carrying a passenger.

G. It is unlawful for any person to tow any person or thing while operating a motorized foot scooter.

H. Any person violating the provisions of this section shall be deemed to have committed a traffic infraction and shall be subject to a penalty of ~~\$30~~ pursuant to NBMC 10.20.050.

Section 2. New NBMC Section 10.20.050 (Impoundment and Penalties), Adopted: A new North Bend Municipal Code Section 10.20.050, to be entitled “Impoundment and penalties,” is hereby adopted to read as set forth below:

10.20.050 Impoundment and penalties.

A. A law enforcement officer may impound any motorized foot scooter operated in violation of this chapter.

B. The officer must provide the violator with a written notice setting forth the procedure for reclaiming the motorized foot scooter.

C. The impounded motorized foot scooter shall only be released upon payment of all applicable fines and fees.

D. Fines for violations:

1. First offense: \$250.

2. Second offense: \$500.

3. Third and subsequent offenses: \$750 and possible referral for criminal citation under RCW 46.20.005.

E. If an impounded motorized foot scooter is not claimed within 60 calendar days, it may be declared abandoned and disposed of in accordance with RCW 63.32.010.

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

Section 4. Effective Date: This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF OCTOBER, 2025.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk