



CITY COUNCIL MEETING*

August 20, 2024 – Agenda

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

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

CONSENT AGENDA:

		Pg.#
1) Minutes	City Council Meeting of July 16, 2024	1
2) Payroll	July 19, 2024 – 28840 through 28844, in the amount of \$308,391.10 August 5, 2024 – 28845 through 28850, in the amount of \$383,975.40	
3) Checks	August 6, 2024 – 75894 through 75973, in the amount of \$770,878.35 August 20, 2024 – 75974 through 76022, in the amount of \$404,777.64	
4) AB24-069	Resolution – Awarding 2024 Overlay Project to Becker Blacktop LLC	Mr. Mohr 5
5) AB24-070	Resolution – Setting Public Hearing Date for Property Surplus	Mr. DeBerg 11
6) AB24-071	Resolution – Accepting East Grove Infrastructure Improvements	Mr. Mohr 19
7) AB24-072	Resolution – Accepting West Grove Infrastructure Improvements	Mr. Mohr 39
8) AB24-073	Motion – Authorizing Consolidated Interlocal Agreement with Si View MPD RE Parks	Mr. Miller 59
9) AB24-074	Motion – Authorizing 3 rd Amendment with DFW for CED Annex Lease	Mr. Miller 75
10) AB24-075	Motion – Authorizing Contracts with FCS Group & Pacifica Law Group for a Tax Increment Area Formation Study	Mr. Chaw 79
11) AB24-076	Motion – Authorizing Contract with CPSM for Police Services Study	Mr. Miller 99

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

12) Introduction North Bend Police Officers Police Chief Lynch

COMMISSION AND COMMITTEE REPORTS:

Planning Commission	Community & Economic Development – Councilmember Joselyn
Parks Commission	Finance & Administration – Councilmember Elwood
Economic Development Commission	Public Health & Safety – Councilmember Rustik
Regional Committees	Transportation & Public Works – Councilmember Koellen
	Mayor Pro Tem – Councilmember Gothelf
	Eastside Fire & Rescue Board – Councilmember Gothelf



MAIN AGENDA:

- | | | | |
|---------------------|--|------------|------------|
| 13) AB24-077 | Public Hearing, Ordinance Vacating Portion of Alm Way Right-of Way | Mr. Mohr | 143 |
| 14) AB24-078 | Resolution – Granting Water Easement to Sallal Water Association | Mr. DeBerg | 155 |
| 15) AB24-079 | Resolution – Authorizing Adoption of Capital Facilities Element Update for 2024 Comprehensive Plan | Ms. Deming | 169 |
| 16) AB24-080 | Ordinance – Amending NBMC 13.20 Regarding No Protest Agreement Requirements | Mr. Mohr | 247 |
| 17) AB24-081 | Motion – Authorizing Amendment No. 1 to Clark Nuber Contract | Mr. Chaw | 253 |
| 18) AB24-082 | Resolution – Awarding 2024 RRFB Capital Project to Transportation Systems | Mr. Mohr | 289 |

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 soppedal@northbendwa.gov. All written comments must be received by 5 p.m. on the day of the scheduled meeting. If an individual requires an accommodation because of a difficulty attending the public meeting, the City requests notice of the need for accommodation by 5 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote public comments by contacting the City Clerk by phone (425) 888-7627 or by e-mail to soppedal@northbendwa.gov. No other remote public comment will be permitted.

Those wishing to access the meeting by teleconference will be required to have a registered Zoom account and display your full name to be admitted to the online meeting.

Zoom Meeting Information:

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

Meeting ID: 881 2610 1456

Password: 658184

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

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NORTH BEND CITY COUNCIL MINUTES
July 16, 2024
City Hall, 920 SE Cedar Falls Way, North Bend, Washington

CALL TO ORDER, ROLL CALL:

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

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

CONSENT AGENDA:

Minutes – Council Workstudy of March 26, 2024 & June 25, 2024 & City Council Meeting of June 18, 2024

Payroll – June 20, 2024 – 28828 through 28833, in the amount of **\$317,089.30**

July 5, 2024 – 28834 through 28839, in the amount of **\$377,979.25**

Checks – July 2, 2024 – 75772 through 75844, in the amount of **\$1,240,906.35**

July 16, 2024 – 75845 through 75893, in the amount of **\$599,692.67**

AB24-062 – Resolution 2109 Authorizing DEA with SB X, LLC RE Bio-Therapeutics

AB24-063 – Resolution 2110 Authorizing DEA with Ichijo USA RE NB40

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

CITIZEN’S COMMENTS:

Michael Thomas, 1231 LaForest Drive SE, thanked all that signed Initiative 2066 related to protection of natural gas service, mentioned water service to the proposed National Guard Facility, and encouraged citizens that have on-site septic systems to attend upcoming meetings being held by King County Department of Health regarding proposed code changes.

Floret Khosa, Consultant for King County, reported King County Department of Health was holding community meetings to gather input from those that may be affected by on-site septic system code changes. She noted upcoming meetings were being held July 20th in Sammamish, July 27th in Kent and virtually on August 8th.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Introduction – North Bend Police Officers

Audio: 08:41

Snoqualmie/North Bend Police Captain Gary Horejsi introduced new Police Officer Natkha and congratulated Police Officer Vladis on his promotion to Sergeant.

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COMMISSION AND COMMITTEE REPORTS:

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

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

Public Health & Safety Committee – Councilmember Rustik, Chair
No report. The July 2nd meeting was cancelled.

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

Council Workstudy – Mayor Pro Tem Gothelf
A report of the June 25th Workstudy was provided.

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

Planning Commission
No report.

Parks Commission
No report.

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

MAIN AGENDA:

AB24-064 – Public Hearing, Ordinance 1810 Vacating Portion of State Hwy No. 2 Right-of-Way **Audio: 27:14**

Community & Economic Development Director Deming provided the staff report.

Mayor Miller opened the Public Hearing on an Ordinance Vacating a Portion of State Highway No. 2 Right-of-Way at 7:28 p.m.

There was no public comment and Mayor Miller closed the Public Hearing at 7:29 p.m.

Councilmember Rustik **MOVED**, seconded by Councilmember Tremolada to approve AB24-064, an ordinance vacating a portion of City Right-of-Way of State Highway No. 2, as a first and final reading. The motion **PASSED 6-0**.

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AB24-065 – Resolution 2111 Authorizing Adoption of Franchise Utilities Element Update for 2024 Comprehensive Plan **Audio: 31:46**

Community & Economic Development Director Deming provided the staff report.

The following individuals commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Matt Larson, Puget Sound Energy Local Government Affairs and Public Policy Manager

Councilmember Rustik **MOVED**, seconded by Councilmember Torguson to approve AB24-065, a resolution authorizing adoption of the update for the Franchise Utilities Element for the 2024 North Bend Comprehensive Plan. The motion **PASSED** 6-0.

AB24-066 – Resolution 2112 Authorizing Adoption of Energy & Sustainability Elements Update for 2024 Comprehensive Plan **Audio: 43:57**

Community & Economic Development Director Deming provided the staff report.

Councilmember Rustik **MOVED**, seconded by Councilmember Tremolada to approve AB24-066, a resolution authorizing adoption of the Energy and Sustainability Element for the 2024 North Bend Comprehensive Plan. The motion **PASSED** 6-0.

AB24-067 – Ordinance 1811 Amending NBMC 10.12.010(B) Regarding SR-202 Speed Limit **Audio: 51:36**

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

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Councilmember Torguson **MOVED**, seconded by Councilmember Tremolada to approve AB24-067, an ordinance amending NBMC 10.12.010(B) to reduce the speed limit from 50 MPH to 40 MPH for the segment of SR-202 between Milepost 28.28 and Milepost 29.60, as a first and final reading. The motion **PASSED** 6-0.

AB24-068 – Resolution 2113 Setting Public Hearing Date for Alm Way Right-of-Way Vacation **Audio: 1:12:31**

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

Councilmember Torguson **MOVED**, seconded by Councilmember Gothelf to approve AB24-068, a resolution initiating vacation proceedings for a portion of City right-of-way of Alm

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Way and setting a Public Hearing on August 20, 2024 for the potential vacation. The motion **PASSED** 6-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Torguson encouraged residents to donate to the Snoqualmie Valley Food Bank and Mt. Si Senior Center. She noted registration for the preschool at Calvary Mt Si was now open for the 2024-2025 school year.

Councilmember Tremolada noted registration was also open for the new Village Project indoor playground and childcare center. Additionally, he commented on the proposed Snoqualmie Valley Regional Pool and encouraged all to exercise caution when recreating near the river.

Councilmember Gothelf reminded all to exercise caution when traveling in areas with children at play and noted there was a wildfire warning tonight due to potential lightning in the Western Cascades.

Mayor Miller spoke regarding the following items:

- July 20th Downtown Block Party & July 21st Car Show
- Chat with Chiefs – July 31st 11 a.m. to Noon @ Trail Youth Coffee Home
- National Night Out – August 6th 4 to 8 p.m. @ Si View Park
- Festival at Mt. Si – August 10th & 11th @ Si View Park
- August 6th Council Meeting Cancellation

ADJOURNMENT:

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

The meeting adjourned at 8:24 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: August 20, 2024		AB24-069		
Resolution Accepting Bids and Awarding Construction Contract for the 2024 Overlay Project to Becker Blacktop, LLC		Department/Committee/Individual				
		Mayor Mary Miller				
		City Administrator – David Miller				
		City Attorney – Kendra Rosenberg				
		City Clerk – Susie Oppedal				
		Administrative Services – Lisa Escobar				
		Comm. & Economic Development – Rebecca Deming				
		Finance – Martin Chaw				
		Public Works – Mark Rigos, P.E.				X
		Timeline: Immediate				
Cost Impact: \$171,970 NTE						
Fund Source: TIB grant funds (\$974,496) and Capital Overlay funds (\$171,970)						
Attachments: Resolution, Bid Tabulation						
<p>SUMMARY STATEMENT:</p> <p>In August 2023, City staff applied for an annual maintenance preservation grant from the Washington State Transportation Improvement Board (“TIB”) in the amount of \$974,496 to fund a significant portion of the City’s 2024 Pavement Overlay work. This Project (“Project”) consists of two separate pavement overlays which are located on:</p> <ul style="list-style-type: none"> • Cedar Falls Way from North Bend Way East to 436th Avenue SE; and • Ballarat Avenue NE from NE 6th Street to NE 12th Street. <p>This annual maintenance preservation grant was awarded by TIB in December 2023 to the City in the amount of \$974,496 with a required match from the City in the amount of \$171,970. The grant covers total project costs including design and construction costs.</p> <p>City Staff selected PH Consulting to provide engineering design services in March of 2024. Engineering design was completed in June 2024 and City staff subsequently advertised this project for construction bids. The construction consists of milling off approximately 2 inches of existing asphalt from fog line to fog line, repairing any areas in need after milling, paving back 2 inches of asphalt, and then re-striping along Cedar Falls Way and repairing areas in need, a 2-inch overlay, and then restriping along Ballarat Avenue.</p> <p>Bids were due by 1:00 p.m., Tuesday July 16th and four (4) bids were received. Bid results are attached and ranged from \$666,755 to \$799,999. The engineer’s estimate was \$827,008. The low bid came from Becker Blacktop, LLC in the amount of \$666,755 including all applicable taxes.</p> <p>City staff have conducted the appropriate background checks on Becker Blacktop, LLC and recommend the award of this contract to Becker Blacktop, LLC. This project is funded through Capital overlay funds and a TIB grant. The TIB grant will cover for 85% of the total projects costs and Capital overlay funds will cover the remaining 15% of the total project costs. Excess grant funds shall be returned to TIB.</p> <p>Staff recommend awarding the construction contract to Becker Blacktop, LLC.</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 July 23, 2024 meeting and recommended approval and placement on the Consent Agenda.</p>						

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB24-069, a resolution accepting bids and awarding the construction contract for the 2024 Overlay Project to Becker Blacktop, LLC.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 20, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE 2024 OVERLAY PROJECT

WHEREAS, City staff determined that Cedar Falls Way and Ballarat Ave NE were high priority overlay projects based on a current pavement condition index study; and

WHEREAS, City staff applied for and was awarded Transportation Improvement Board (TIB) funds to cover a portion of this work; and

WHEREAS, work shall include, but is not limited to milling, pavement repair, overlay, pavement markings, and traffic control; and

WHEREAS, the project is funded by Capital Overlay Funds and a Transportation Improvement Board Grant; and

WHEREAS, bid documents were advertised and posted on Builders Exchange of Washington as required and the City accepted bids up until Tuesday July 16th, 2024 at 1:00 p.m.; and

WHEREAS, the City received bids from four (4) contractors with the lowest bid coming from Becker Blacktop, LLC in the amount of \$666,755, including all applicable taxes;

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

Section 1. The construction bids for the 2024 Overlay Project are accepted.

Section 2. The construction contract for the 2024 Overlay Project is awarded to Becker Blacktop, LLC, in the amount of \$666,755, including all applicable taxes, on a form to be approved by the City Attorney.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF AUGUST, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

Effective:
Posted:

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk

City of North Bend
 2024 Overlay Project
 BID OPENING TIME: July 16, 2024 1:00 PM
 PROJECT ENGINEER: Tom Mohr, PE
 CONSULTING ENGINEER: PH Consulting

Prepared By: Mike Mayen

Checked By: Carrie Smith

Item No.	Description	Engineer's Estimate		Average of All Bids		1		2		3		4	
		Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount
1	Minor Change (SP 1.04-4.1.1)	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	SPCC Plan (SS 1.07-15.1)	\$250.00	\$ 250.00	\$152.50	\$ 378.75	\$100.00	\$ 250.00	\$100.00	\$ 250.00	\$100.00	\$ 250.00	\$100.00	\$ 250.00
3	Notification, Cleanup, and Demobilization (SP 1.09.7)	\$59,700.00	\$ 34,750.00	\$ 34,750.00	\$ 34,750.00	\$ 34,750.00	\$ 34,750.00	\$ 34,750.00	\$ 34,750.00	\$ 34,750.00	\$ 34,750.00	\$ 34,750.00	\$ 34,750.00
4	Project Temporary Traffic Control (SP 1.10.4(1))	\$29,900.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
5	Crushed Surfacing Top Course (SS 4.04.5)	\$50.00	\$ 1,540.00	\$ 1,400.00	\$ 1,540.00	\$ 200.00	\$ 2,200.00	\$ 200.00	\$ 2,200.00	\$ 200.00	\$ 2,200.00	\$ 200.00	\$ 2,200.00
6	Planning Bituminous Pavement (SP 5.04.5)	\$10.00	\$ 210,500.00	\$ 5.00	\$ 105,250.00	\$ 4.00	\$ 84,200.00	\$ 4.20	\$ 88,410.00	\$ 5.30	\$ 111,565.00	\$ 6.50	\$ 136,825.00
7	HMA for Pavement Repair (SP 5.04.4)	\$200.00	\$ 800.00	\$ 546.25	\$ 2,185.00	\$ 250.00	\$ 1,000.00	\$ 335.00	\$ 1,340.00	\$ 600.00	\$ 2,400.00	\$ 1,000.00	\$ 4,000.00
8	HMA CL 1/2 in PG 64-22 (SP 5.04.4)	\$120.00	\$ 284,400.00	\$ 136.00	\$ 322,320.00	\$ 150.00	\$ 395,500.00	\$ 119.00	\$ 282,030.00	\$ 130.00	\$ 308,100.00	\$ 145.00	\$ 343,650.00
9	Adjust Manhole (SP 7.05.4)	\$900.00	\$ 2,700.00	\$ 1,100.00	\$ 3,300.00	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00	\$ 1,100.00	\$ 3,300.00	\$ 800.00	\$ 2,400.00
10	Adjust Catch Basin (SP 7.05.4)	\$750.00	\$ 2,250.00	\$ 1,100.00	\$ 3,300.00	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00	\$ 1,100.00	\$ 3,300.00	\$ 800.00	\$ 2,400.00
11	Raised Pavement Marker Type 2 (SP 8.09.5)	\$1,200.00	\$ 2,280.00	\$ 1,202.50	\$ 2,284.75	\$ 1,050.00	\$ 1,995.00	\$ 1,300.00	\$ 2,470.00	\$ 1,210.00	\$ 2,299.00	\$ 1,250.00	\$ 2,375.00
12	Paint Line (SP 8.22.4)	\$3.00	\$ 9.00	\$ 0.54	\$ 1.62	\$ 0.45	\$ 1.35	\$ 0.50	\$ 1.50	\$ 0.46	\$ 1.38	\$ 0.46	\$ 1.38
13	Painted Crosswalk Marker (SP 8.22.4)	\$10.00	\$ 30.00	\$ 1.28	\$ 3.84	\$ 1.00	\$ 3.00	\$ 1.20	\$ 3.60	\$ 1.35	\$ 4.05	\$ 1.30	\$ 3.90
14	Plastic Strip Line (SP 8.22.4)	\$20.00	\$ 60.00	\$ 14.80	\$ 44.40	\$ 12.00	\$ 36.00	\$ 14.40	\$ 43.20	\$ 13.80	\$ 41.40	\$ 13.00	\$ 39.00
15	Plastic Strip Line (SP 8.22.4)	\$20.00	\$ 60.00	\$ 14.80	\$ 44.40	\$ 12.00	\$ 36.00	\$ 14.40	\$ 43.20	\$ 13.80	\$ 41.40	\$ 13.00	\$ 39.00
16	Plastic Blade Lines/Symbols (SP 8.22.4)	\$600.00	\$ 3,600.00	\$ 446.25	\$ 2,677.50	\$ 400.00	\$ 2,400.00	\$ 420.00	\$ 2,520.00	\$ 405.00	\$ 2,430.00	\$ 560.00	\$ 3,360.00
17	Plastic Turn Arrow (SS 8.22.5)	\$200.00	\$ 600.00	\$ 368.75	\$ 1,106.25	\$ 400.00	\$ 1,200.00	\$ 420.00	\$ 1,260.00	\$ 405.00	\$ 1,215.00	\$ 250.00	\$ 750.00
18	Plastic Traffic Letter (SS 8.22.5)	\$200.00	\$ 600.00	\$ 230.00	\$ 690.00	\$ 200.00	\$ 600.00	\$ 240.00	\$ 720.00	\$ 230.00	\$ 690.00	\$ 250.00	\$ 750.00
	Bid Total		\$ 6,866,020.00		\$ 5,642,116.50		\$ 5,222,175.00		\$ 5,245,748.00		\$ 5,995,007.00		\$ 6,133,836.00

Item No.	Description	Engineer's Estimate		Average of All Bids		1		2		3		4	
		Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount
1	Minor Change (SP 1.04-4.1.1)	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	SPCC Plan (SS 1.07-15.1)	\$250.00	\$ 250.00	\$152.50	\$ 378.75	\$100.00	\$ 250.00	\$100.00	\$ 250.00	\$100.00	\$ 250.00	\$100.00	\$ 250.00
3	Notification, Cleanup, and Demobilization (SP 1.09.7)	\$12,300.00	\$ 12,300.00	\$ 20,612.50	\$ 20,612.50	\$ 14,000.00	\$ 14,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
4	Project Temporary Traffic Control (SP 1.10.4(1))	\$6,126.00	\$ 6,126.00	\$ 21,030.00	\$ 21,030.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
5	Crushed Surfacing Top Course (SS 4.04.5)	\$30.00	\$ 900.00	\$ 17.68	\$ 530.40	\$ 15.00	\$ 450.00	\$ 16.00	\$ 480.00	\$ 15.30	\$ 459.00	\$ 15.00	\$ 450.00
6	Planning Bituminous Pavement (SP 5.04.5)	\$120.00	\$ 3,600.00	\$ 415.00	\$ 12,450.00	\$ 275.00	\$ 8,250.00	\$ 335.00	\$ 1,005.00	\$ 440.00	\$ 1,320.00	\$ 510.00	\$ 1,530.00
7	HMA for Pavement Repair (SP 5.04.4)	\$200.00	\$ 800.00	\$ 585.97	\$ 2,343.88	\$ 250.00	\$ 1,000.00	\$ 335.00	\$ 1,340.00	\$ 600.00	\$ 2,400.00	\$ 1,000.00	\$ 4,000.00
8	HMA CL 1/2 in PG 64-22 (SP 5.04.4)	\$900.00	\$ 2,700.00	\$ 1,100.00	\$ 3,300.00	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00	\$ 1,100.00	\$ 3,300.00	\$ 800.00	\$ 2,400.00
9	Adjust Manhole (SP 7.05.4)	\$3,000.00	\$ 9,000.00	\$ 4,150.00	\$ 12,450.00	\$ 3,800.00	\$ 11,400.00	\$ 4,050.00	\$ 12,150.00	\$ 3,900.00	\$ 11,700.00	\$ 4,050.00	\$ 12,150.00
10	Raised Pavement Marker Type 2 (SP 8.09.5)	\$3.00	\$ 9.00	\$ 0.57	\$ 1.71	\$ 0.50	\$ 1.50	\$ 0.50	\$ 1.50	\$ 0.46	\$ 1.38	\$ 0.46	\$ 1.38
11	Paint Line (SP 8.22.4)	\$12.00	\$ 36.00	\$ 12.18	\$ 36.54	\$ 11.00	\$ 33.00	\$ 12.60	\$ 37.80	\$ 12.10	\$ 36.30	\$ 12.10	\$ 36.30
12	Plastic Crosswalk Line (SP 8.22.4)	\$140,988.00	\$ 140,988.00		\$ 164,290.90		\$ 144,580.00		\$ 179,161.00		\$ 147,359.60		\$ 186,083.00
	Bid Total		\$ 827,004.00		\$ 728,507.40		\$ 666,755.00		\$ 704,909.00		\$ 742,366.60		\$ 799,999.00

Combined Total Construction Cost of All 2 Sites \$ 7,285,507.40



City Council Agenda Bill

SUBJECT:		Agenda Date: August 20, 2024	AB24-070
Resolution Setting a Date for a Public Hearing Declaring Certain Personal Property and Equipment Surplus to the Needs of the City		Department/Committee/Individual	
		Mayor Mary Miller	
		City Administrator – David Miller	
		City Attorney – Kendra Rosenberg	
		City Clerk – Susie Oppedal	
		Administrative Services – Lisa Escobar	
		Comm. & Economic Development – Rebecca Deming	
		Finance – Martin Chaw	
Cost Impact: N/A		Public Works – Mark Rigos, P.E.	X
Fund Source: N/A			
Timeline: Immediate			
Attachments: Resolution, Exhibit A			
<p>SUMMARY STATEMENT:</p> <p>City of North Bend Public Works and Finance Department staff have compiled a list of accumulated, surplus personal property and equipment from various City departments. A copy of the surplus personal property and equipment identified by City Staff is attached to the Resolution as Exhibit A. Most of the listed items are electronic and mechanical equipment removed from the Wastewater Treatment Plant during the High Priority Improvements – Phase I and Phase II projects. The approximate value of each lot is included in the listing.</p> <p>This resolution sets a date for a public hearing for its disposal. After the public hearing, if the City Council wishes to proceed with declaring the property surplus, a separate Resolution will be presented stating that the property and equipment is no longer required for providing continued public utility service and is surplus pursuant to North Bend Municipal Code Chapter 3.56.</p> <p>Two other cities have expressed interest in purchasing some of North Bend’s surplus personal property and equipment. RCW 39.33.010 authorizes the City of North Bend to sell property to another municipality “on such terms and conditions as may be mutually agreed upon by the proper authorities” as long as the City receives full value for the property transferred.</p>			
<p>APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.</p>			
<p>COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the July 23, 2024 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.</p>			
<p>RECOMMENDED ACTION: MOTION to approve AB24-070, a resolution setting a date for a public hearing declaring certain personal property and equipment surplus to the needs of the City and authorizing its disposal.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>		<i>Action</i>	<i>Vote</i>
August 20, 2024			

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, INITIATING AND SETTING A PUBLIC HEARING DATE TO CONSIDER THE DISPOSAL OF SURPLUS PERSONAL PROPERTY AND EQUIPMENT ORIGINALLY ACQUIRED FOR PUBLIC UTILITY PURPOSES AND TO AUTHORIZE INTERGOVERNMENTAL TRANSFERS OF PERSONAL PROPERTY AND EQUIPMENT PURSUANT TO CHAPTER 39.33 RCW.

WHEREAS, the City Council of the City of North Bend, Washington (“City”) wishes to declare certain personal property and equipment surplus originally acquired for public utility purposes, more particularly described in Exhibit A, which includes the fair market estimated value and a description of the property to be declared surplus under RCW 35.94.040; and

WHEREAS, other municipalities have expressed interest in certain personal property and equipment for full value, which requires a public hearing under chapter 39.33 RCW;

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

Section 1. Request for Public Hearing. A public hearing regarding the property to be declared surplus and disposed of shall be timely noticed and set on the City Council meeting agenda for September 17, 2024.

Section 2. City Clerk to Post and Mail Notice. As required by RCW 39.33.020 and RCW 35.94.040, the City Clerk is hereby directed to give notice of the pendency of this Resolution and the time and place fixed for the public hearing.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF AUGUST, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

**City of North Bend
Resolution , Exhibit A
Equipment & Technology Surplus**

QTY	ITEM	MANUFACTURER	Model #	Serial #	LOCATION	Tag	Estimated Value Each	Total Estimated Value	Notes
1	Sludge Dryer, Hopper, and Ancillary Components	Fenton	Sludge Master RK 48	N/A	WWTP	N/A	\$ 5,000	\$ 5,000	Non-Functional and has de-minimis value
1	Dewatering Centrifuge, Spare Rotating Assembly, and Ancillary Components	Centrisys	CS 14-4	1444770205	WWTP	N/A	\$ 75,000	\$ 75,000	Decommissioned
1	Headworks Mechanical Fine Screen	Waste-Tech	FSM 500 X 60/6	W153485 02	WWTP	N/A	\$ 10,000	\$ 10,000	Decommissioned
1	Sludge Pump	Penn Valley	3DDSX21	190311	WWTP	N/A	\$ 2,000	\$ 2,000	Decommissioned
1	Sludge Grinder	Borger	HPL 200	24105689 1 1	WWTP	N/A	\$ 1,000	\$ 1,000	Decommissioned
1	Blower Unit	Excelsior	SUTORBILT 4 MP	S188694	WWTP	N/A	\$ 5,000	\$ 5,000	Decommissioned
1	DesignJet 4500 Scanner	HP	Q1277A	DK8115D01J	City Hall	N/A	\$ -	\$ -	Non-Functional and has de-minimis value
1	File Cabinet	HON	F514C	N/A	PW Admin	N/A	\$ 50	\$ 50	No Longer Necessary
3	File Cabinet	HON	314P	N/A	PW Admin	N/A	\$ 50	\$ 150	No Longer Necessary
9	PLC's and related I/O cards	Bristol Babcock	ControlWave Micro	N/A	Public Works	N/A	\$ 500	\$ 4,500	End of Useful Life
13	Radios	Datalinc	Integra TR	N/A	Public Works	N/A	\$ 50	\$ 650	End of Useful Life
1	Variable frequency drive	Siemens	Micromaster 440	N/A	Public Works	N/A	\$ -	\$ -	Non-Functional and has de-minimis value
1	8 inch operator interface	Automation Direct	N/A	N/A	Public Works	N/A	\$ 100	\$ 100	End of Useful Life
1	6 inch operator interface	Automation Direct	N/A	N/A	Public Works	N/A	\$ 100	\$ 100	End of Useful Life
1	Magnetic Flowmeter	Toshiba	LF602FBC211E	N/A	Public Works	N/A	\$ 500	\$ 500	End of Useful Life
2	Ethernet Switch	Tempered Networks	100G	N/A	Public Works	N/A	\$ -	\$ -	Non functional and has de-minimis value
1	Pulse converter	Xylem/Sensus	FM-1D/K	N/A	Public Works	N/A	\$ -	\$ -	Non functional and has de-minimis value
2	Yagi Radio Antennas	N/A	N/A	N/A	Public Works	N/A	\$ 25	\$ 50	No Longer Necessary
2	Process Meters	Newport	558A	N/A	Public Works	N/A	\$ 15	\$ 30	End of Useful Life
2	Valve Actuators	Keystone	N/A	N/A	Public Works	N/A	\$ 100	\$ 200	End of Useful Life
2	Ethernet switches	Nitron	712FX4 and 708TX	N/A	Public Works	N/A	\$ -	\$ -	Non functional and has de-minimis value
1	Pressure transducer	Endress &Hauser	FMX21	N/A	Public Works	N/A	\$ 50	\$ 50	End of Useful Life
1	Pressure transducer	Instruments NW	PS9800	N/A	Public Works	N/A	\$ 50	\$ 50	End of Useful Life

**City of North Bend
Resolution , Exhibit A
Equipment & Technology Surplus**

QTY	ITEM	MANUFACTURER	Model #	Serial #	LOCATION	Tag	Estimated Value Each	Total Estimated Value	Notes
1	Magnetic Flowmeter with Transmitter	E&H	Promag W 14"	N/A	Public Works	N/A	\$ 1,000	\$ 1,000	End of Useful Life
1	Magnetic Flowmeter with Transmitter	E&H	Promag W 8"	N/A	Public Works	N/A	\$ 1,000	\$ 1,000	End of Useful Life
1	Magnetic Flowmeter with Transmitter	Toshiba	12"	N/A	Public Works	N/A	\$ 750	\$ 750	End of Useful Life
1	Magnetic Flowmeter Flow Tube Only	Toshiba	12"	N/A	Public Works	N/A	\$ 500	\$ 500	End of Useful Life
2	Flowmeter Transmitters	Rosemount	N/A	N/A	Public Works	N/A	\$ 500	\$ 1,000	No Longer Necessary
1	Ultra sonic Level Transmitter	Drexelbrook	N/A	N/A	Public Works	N/A	\$ 200	\$ 200	No Longer Necessary
1	Ultra sonic Level Transmitter	Milttronics	Hydroranger	N/A	Public Works	N/A	\$ 500	\$ 500	No Longer Necessary
1	Alarm Dialer	Sensiphone	N/A	N/A	Public Works	N/A	\$ 300	\$ 300	No Longer Necessary
2	Stainless Steel UV Control Panel	Custom	N/A	N/A	Public Works	N/A	\$ 1,000	\$ 2,000	End of Useful Life
2	Stainless Steel UV Power Panel	Custom	N/A	N/A	Public Works	N/A	\$ 1,000	\$ 2,000	End of Useful Life
1	2 HP Grinder pump	Hydromatic	HPG(X)200	N/A	Public Works	N/A	\$ -	\$ -	Non functional and has de-minimis value
1	Motor Terminator	Allen Bradley	N/A	N/A	Public Works	N/A	\$ 500	\$ 500	No Longer Necessary
1	3 Section Motor Control Center with 4 Motor Starters, 2 PFC Capacitors, and 4 Breaker Buckets	GE Evolution	E9000	N/A	WWTP	N/A	\$ 1,500	\$ 1,500	No Longer Necessary
1	9 Section Motor Control Center with Asco ATS, 2 300 Amp Main Breakers, 4 Feeder Breakers, 2 Allen Bradley Powerflex 40 HP VFDs, 2 Siemens VFDs	Siemens	N/A	N/A	WWTP	N/A	\$ 2,500	\$ 2,500	No Longer Necessary
1	Control Panel with 4 Digital Displays, 14 Switches and Lights, Annunciator, Milttronics Hydroranger Level Transmitter, Honeywell Chart Recorder	Custom	N/A	N/A	WWTP	N/A	\$ 1,000	\$ 1,000	No Longer Necessary

**City of North Bend
Resolution , Exhibit A
Equipment & Technology Surplus**

QTY	ITEM	MANUFACTURER	Model #	Serial #	LOCATION	Tag	Estimated Value Each	Total Estimated Value	Notes
1	Sludge Blanket level transmitter	Drexelbrook	CCS2000	N/A	WWTP	N/A	\$ 200	\$ 200	No Longer Necessary
1	Alarm Autodialer	Sensaphone	Express II	N/A	WWTP	N/A	\$ 300	\$ 300	No Longer Necessary
1	Old Master Control Panel with ControlWave Micro PLC, Data Radio, Power Supply, Isiatrol, Relays, Fuse Blocks, Breakers, and Terminals	Custom	N/A	N/A	WWTP	N/A	\$ 1,200	\$ 1,200	No Longer Necessary
1	Remote I/O cabinet with 4 Bristol Babcock Ethernet I/O Modules, Power Supply, Terminals, Fuse Blocks, and Relays	Custom	N/A	N/A	WWTP	N/A	\$ 1,000	\$ 1,000	No Longer Necessary
1	Power Service Switchboard: 1200 Amp, 480V, 3ph, 42KAIC with Power Monitor	Custom	N/A	N/A	WWTP	N/A	\$ 500	\$ 500	No Longer Necessary
1	1 section motor control center: 5 Buckets with Motor Starters	Eaton	N/A	N/A	WWTP	N/A	\$ 1,000	\$ 1,000	No Longer Necessary
1	Stainless Steel Control Panel with Panelview Plus 1000, Power Supply, CompactLogix PLC (not working), Relays, Fuse Blocks, Breakers, Terminals, Switches, and Lights	Custom	N/A	N/A	WWTP	N/A	\$ 1,500	\$ 1,500	No Longer Necessary
1	Stainless Steel Headworks Panel with 12 Motor Starters, Power Supply, Relays, Fuse Blocks, Breakers, Terminals, Lights, and Switches	Custom	N/A	N/A	WWTP	N/A	\$ 500	\$ 500	No Longer Necessary
2	Magnetic Flowmeter Flow Tube Only	Toshiba	8"	N/A	WWTP	N/A	\$ 300	\$ 600	End of Useful Life
1	42" Zero-Turn Lawn Mower	John Deere	Z225 42C	1M0Z225APCM125348	WWTP	N/A	\$ 50	\$ 50	Non functional and has de-minimis value, Seized Engine

**City of North Bend
Resolution , Exhibit A
Equipment & Technology Surplus**

QTY	ITEM	MANUFACTURER	Model #	Serial #	LOCATION	Tag	Estimated Value Each	Total Estimated Value	Notes
								\$ 126,030	
								Approximate Total Value \$	



City Council Agenda Bill

SUBJECT:		Agenda Date: August 20, 2024	AB24-071
Resolution Accepting Infrastructure Improvements from Taylor Morrison Northwest, LLC for East Grove, a 13-lot Subdivision	Department/Committee/Individual		
	Mayor Mary Miller		
	City Administrator – David Miller		
	City Attorney – Kendra Rosenberg		
	City Clerk – Susie Oppedal		
	Administrative Services – Lisa Escobar		
	Comm. & Economic Development – Rebecca Deming		
	Finance – Martin Chaw		
Cost Impact: N/A	Public Works – Mark Rigos, P.E.		X
Fund Source: N/A			
Timeline: Immediate			
Attachments: Resolution, Exhibit A – Cost Breakdown, Exhibit B – Bill of Sale, Vicinity Map			
<p>SUMMARY STATEMENT:</p> <p>Landmark Pacific Group LLC received preliminary short plat approval from the City of North Bend (“City”) on March 3, 2015 to subdivide two existing parcels into 13 single-family residential lots (Project). Engineering Plan approval occurred March 9, 2016. Around October 2017, the Project was sold by Landmark Pacific Group LLC to Polygon Homes LLC who assumed the original Developer Extension Agreement and constructed the subdivision. Final Plat approval occurred on January 11, 2018. Around February 2020, the homebuilder, Polygon Homes LLC, changed its corporate name to Taylor Morrison Homes Northwest LLC (“Developer”).</p> <p>The Developer constructed:</p> <ul style="list-style-type: none"> • 1,719 lineal feet of new watermain improvements. • 410 lineal feet of new sewer main improvements. • 2,675 lineal feet of new storm drainage improvements. • 1,394 lineal feet of street improvements. <p>The Developer has completed all remaining infrastructure and utility punch-list items, as-builts, and provided a GIS disk to the City as required by North Bend Municipal Code. The Developer has provided a Bill of Sale for water distribution system, wastewater collection system, storm drainage system, and curb and street paving improvements (“Infrastructure Improvements”).</p> <p>This Agenda Bill’s purpose is to authorize transfer of ownership of Developer-constructed Infrastructure Improvements to the City through passage of a resolution.</p>			
APPLICABLE BRAND GUIDELINES: Design Standards			
COMMITTEE REVIEW AND RECOMMENDATION: This item was brought up during the Transportation and Public Works Committee meeting on July 23, 2024, and was recommended for approval and placement on Consent Agenda.			
RECOMMENDED ACTION: MOTION to approve AB24-071, a resolution accepting ownership of the Infrastructure Improvements constructed as part of the 13-lot East Grove subdivision.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 20, 2024			

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING WATER DISTRIBUTION SYSTEM, WASTEWATER COLLECTION SYSTEM, STORM DRAINAGE SYSTEM, AND CURB AND STREET PAVING IMPROVEMENTS FROM TAYLOR MORRISON NORTHWEST, LLC FOR THE 13-LOT EAST GROVE SUBDIVISION

WHEREAS, Taylor Morrison Northwest, LLC (“Developer”) has completed construction of the 13-lot East Grove Subdivision Project (“Project”); and

WHEREAS, in approximately September 2017, the Project was sold by Landmark Pacific Group LLC to Polygon Homes LLC, and Polygon Homes LLC changed its corporate name to Taylor Morrison Northwest LLC around February 2020 who assumed the original Developer Extension Agreement and completed constructed the subdivision; and

WHEREAS, the Developer received State Environmental Protection Act (“SEPA”) Determination of Nonsignificant (“DNS”) on January 21, 2015; and

WHEREAS, the Developer received Engineering Plan Approval on March 9, 2016; and

WHEREAS, the Developer received Final Plat Approval on January 11, 2018; and

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

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

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

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

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

Section 1. The City Council of the City of North Bend accepts the water distribution system, wastewater collection system, storm drainage system, and curb and street paving improvements built for the 13-lot East Grove Subdivision Project as depicted in the attached **Exhibit A** to this resolution, which is incorporated herein by reference.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF AUGUST, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

Eastgrove Civil Construction Cost Schedule

06/07/2024

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Sewer System	48' Sewer MH	3	EA	\$4,950.00	\$14,850.00
Sewer System	48" Saddle MH	1	EA	\$8,250.00	\$8,250.00
Sewer System	8" DIP Sewer	376	LF	\$60.00	\$22,560.00
Sewer System	6" Side Sewers (491 LF)	13	EA	\$2,484.00	\$32,292.00
Sewer System	Connect to Existing Manhole & Rechannel	1	EA	\$4,575.00	\$4,575.00
Sewer System	Adjust Castings 2x each	8	EA	\$250.00	\$2,000.00
Sewer System	Temp Patch	1	LS	\$2,750.00	\$2,750.00
Subtotal					\$87,277.00

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Storm Sewers	12" DIP Storm	635	LF	\$84.50	\$53,657.50
Storm Sewers	12" CPEP	300	LF	\$42.00	\$12,600.00
Storm Sewers	8" LCPE	8	LF	\$45.00	\$360.00
Storm Sewers	8" PVC 101	101	LF	\$47.50	\$4,797.50
Storm Sewers	8" DIP 34	34	LF	\$126.00	\$4,284.00
Storm Sewers	6" PVC	1915	LF	\$24.00	\$45,960.00
Storm Sewers	Rip Rap Pad	300	TN	\$45.00	\$13,500.00
Storm Sewers	Area Drains	26	EA	\$850.00	\$22,100.00
Storm Sewers	Dry Well	26	EA	\$1,150.00	\$29,900.00
Storm Sewers	Bio Swale	680	LF	\$105.00	\$71,400.00
Storm Sewers	Type 1 CB Frame & Grate	11	EA	\$1,250.00	\$13,750.00
Storm Sewers	Type 2 48" CB	1	EA	\$3,875.00	\$3,875.00
Storm Sewers	Type 2 48" CB, BC	1	EA	\$5,580.00	\$5,580.00
Storm Sewers	Raise Castings	11	EA	\$250.00	\$2,750.00
Storm Sewers	Cleanout with Castings	12	EA	\$475.00	\$5,700.00
Subtotal					\$290,214.00

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Water Lines	Connect to Existing Water Main	5	LS	\$6,360.00	\$31,800.00
Water Lines	12" DIP Waterline In ROW	1165	LF	\$89.00	\$103,685.00

EXHIBIT A Council Packet August 20, 2024

Water Lines	8" DIP Waterline	657	LF	\$82.00	\$53,874.00
Water Lines	6" DIP Waterline	75	LF	\$55.00	\$4,125.00
Water Lines	Hydrant Assembly	2	EA	\$5,950.00	\$11,900.00
Water Lines	Thrust Block	17	EA	\$250.00	\$4,250.00
Water Lines	Raise Castings 2x each	30	EA	\$250.00	\$7,500.00
Water Lines	1" Water Service (398 LF)	14	EA	\$1,350.00	\$18,900.00
Subtotal					\$236,034.00

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Paving/Channelization	Crushed Surfacing Under Roadway (6" Ballast, 4" CSBC, 2" CSTC)	2310	TN	\$35.00	\$80,850.00
Paving/Channelization	Porous Concrete	1816	SF	\$22.00	\$39,952.00
Paving/Channelization	Asphalt Paving	28381	SF	\$3.45	\$97,914.45
Paving/Channelization	Asphalt Patching	5678	SF	\$6.00	\$34,068.00
Subtotal					\$252,784.45

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Curbs Gutters Sidewalks	Curb & Gutter	1610	LF	\$20.00	\$32,200.00
Subtotal					\$32,200.00

Total: \$898,509.45

Return Address:

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

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

<p>Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)</p> <p>1. <u>Bill of Sale</u> 2. _____</p> <p>3. _____ 4. _____</p>	
<p>Reference Number(s) of Documents assigned or released:</p> <p>Additional reference #'s on page _____ of document</p>	
<p>Grantor(s) Exactly as name(s) appear on document</p> <p>1. <u>Taylor Morrison NW, LLC</u>, _____</p> <p>2. _____, _____</p> <p>Additional names on page _____ of document.</p>	
<p>Grantee(s) Exactly as name(s) appear on document</p> <p>1. <u>City of North Bend</u></p> <p>2. _____, _____</p> <p>Additional names on page _____ of document.</p>	
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p><u>Por. of SE ¼, SW ¼, Sec. 10, Twn. 23 N., Rge. 8 E., W.M.</u></p> <p>Additional legal is on page _____ of document.</p>	
<p>Assessor's Property Tax Parcel/Account Number <input type="checkbox"/> Assessor Tax # not yet assigned</p> <p>2159000-0150</p>	
<p>The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>	
<p>"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."</p> <p style="text-align: right;">_____ Signature of Requesting Party</p>	
<p>Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements</p>	

UPON RECORDING RETURN TO:

City Clerk
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

BILL OF SALE

Reference Numbers of Related Documents: N/A

Grantor: Taylor Morrison Northwest, LLC

Grantee: City of North Bend

Legal Description: See Attached

Abbreviated Legal: Por. of SE ¼, SW ¼, Sec. 10, Twn. 23 N., Rge. 8 E., W.M.

Tax Parcel Identification Number: 2159000-0150

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, Taylor Morrison NW, LLC, a Washington corporation (“Grantor”), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington municipal corporation (“Grantee” or “the City”), the following described water distribution system, wastewater collection system, storm drainage system, curbs, and street paving, all of which has been constructed and installed in the existing public right of way or subdivision commonly known as East Grove Subdivision, King County Rec. No. 20181011000199 (“Project”):

Water Distribution System:

The Project constructed approximately 559 lineal feet of 8-inch diameter watermain, approximately 1,160 lineal feet of 12-inch diameter watermain, and other applicable watermain facilities and appurtenances located in Maloney Grove Ave SE, Woonerf, and SE Symmons Place. The Water Distribution System will be owned and maintained by the City. Water services from the watermain to, and including, the water meters shall be owned and maintained by the City. Water services from the water meters to the homes shall be owned and maintained by the individual property owners. Irrigation systems in the Project shall be owned and maintained by the individual property owners or East Grove HOA.

Wastewater Collection System:

The Project constructed approximately 410 lineal feet of 8” diameter sewer main and other applicable wastewater facilities and appurtenances located in Maloney Grove Ave SE, Woonerf, and SE Symmons Place. The Wastewater Collection System will be owned and maintained by the City. Side sewers from the sewer main to the homes shall be owned and maintained by the individual property owners.

Storm Drainage System:

The Project constructed approximately 2,672 lineal feet of 6” through 12” diameter storm drainage pipe, 6,150 square feet of LID bioretention swales and other applicable storm drainage facilities and appurtenances located in Maloney Grove Ave SE, Woonerf, SE Symmons Place, Tract A, Tract B, and Tract C.

Stormwater conveyance, collection, and other stormwater appurtenances located within the road prism (road prism is defined as back of curb to back of curb or edge of pavement to edge of pavement on public streets) of Maloney Grove Ave SE, Woonerf, and SE Symmons Place, shall be owned and maintained by the City.

Stormwater LID bioretention swales, conveyance, collection, and other stormwater appurtenances located outside of the road prism of Maloney Grove Ave SE, Woonerf, and SE Symmons Place, shall be owned and maintained by the East Grove HOA.

Stormwater LID bioretention swales, conveyance, collection, and other stormwater appurtenances located in Tract A and Tract B shall be owned and maintained by the East Grove HOA.

Stormwater conveyance, collection, and other stormwater appurtenances located in Tract C shall be owned and maintained by the East Grove HOA.

Curbs and Street Paving:

Approximately 592 lineal feet of vertical curb and gutter and street paving of SE Symmons Place and the Woonerf within the road prism shall be owned and maintained by the City.

Approximately 802 lineal feet of vertical curb and gutter, and street paving along Maloney Grove Ave SE road prism as part of the Projects half-street frontage improvements shall be owned and maintained by the City.

Street signage outside of the road prism but within the public right of way of Maloney Grove Ave SE, Woonerf, and SE Symmons Place shall be owned and maintained by the City.

Sidewalks, landscape strips, and associated facilities and appurtenances constructed as part of the Project located outside of the road prism shall not be owned or maintained by the City. Sidewalks, landscape strips, and associated facilities and appurtenances constructed as part of the Project located outside of the road prism shall be owned or maintained by the East Grove HOA.

Street lights located in Maloney Grove Ave SE shall be owned and maintained by the City. Street lights located in SE Symmons Place and Woonerf shall be owned and maintained by the East Grove HOA.

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

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

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

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

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

GRANTOR:
Taylor Morrison NW, LLC

GRANTEE:
City of North Bend

By: _____
Its: _____

By: _____
Its: _____

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

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

DATED: _____

(Stamp)

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

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STATE OF WASHINGTON)
)ss
COUNTY OF KING)

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

DATED: _____

(Stamp)

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

Eastgrove Civil Construction Cost Schedule

06/07/2024

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Sewer System	48' Sewer MH	3	EA	\$4,950.00	\$14,850.00
Sewer System	48" Saddle MH	1	EA	\$8,250.00	\$8,250.00
Sewer System	8" DIP Sewer	376	LF	\$60.00	\$22,560.00
Sewer System	6" Side Sewers (491 LF)	13	EA	\$2,484.00	\$32,292.00
Sewer System	Connect to Existing Manhole & Rechannel	1	EA	\$4,575.00	\$4,575.00
Sewer System	Adjust Castings 2x each	8	EA	\$250.00	\$2,000.00
Sewer System	Temp Patch	1	LS	\$2,750.00	\$2,750.00
Subtotal					\$87,277.00

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Storm Sewers	12" DIP Storm	635	LF	\$84.50	\$53,657.50
Storm Sewers	12" CPEP	300	LF	\$42.00	\$12,600.00
Storm Sewers	8" LCPE	8	LF	\$45.00	\$360.00
Storm Sewers	8" PVC 101	101	LF	\$47.50	\$4,797.50
Storm Sewers	8" DIP 34	34	LF	\$126.00	\$4,284.00
Storm Sewers	6" PVC	1915	LF	\$24.00	\$45,960.00
Storm Sewers	Rip Rap Pad	300	TN	\$45.00	\$13,500.00
Storm Sewers	Area Drains	26	EA	\$850.00	\$22,100.00
Storm Sewers	Dry Well	26	EA	\$1,150.00	\$29,900.00
Storm Sewers	Bio Swale	680	LF	\$105.00	\$71,400.00
Storm Sewers	Type 1 CB Frame & Grate	11	EA	\$1,250.00	\$13,750.00
Storm Sewers	Type 2 48" CB	1	EA	\$3,875.00	\$3,875.00
Storm Sewers	Type 2 48" CB, BC	1	EA	\$5,580.00	\$5,580.00
Storm Sewers	Raise Castings	11	EA	\$250.00	\$2,750.00
Storm Sewers	Cleanout with Castings	12	EA	\$475.00	\$5,700.00
Subtotal					\$290,214.00

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Water Lines	Connect to Existing Water Main	5	LS	\$6,360.00	\$31,800.00
Water Lines	12" DIP Waterline In ROW	1165	LF	\$89.00	\$103,685.00

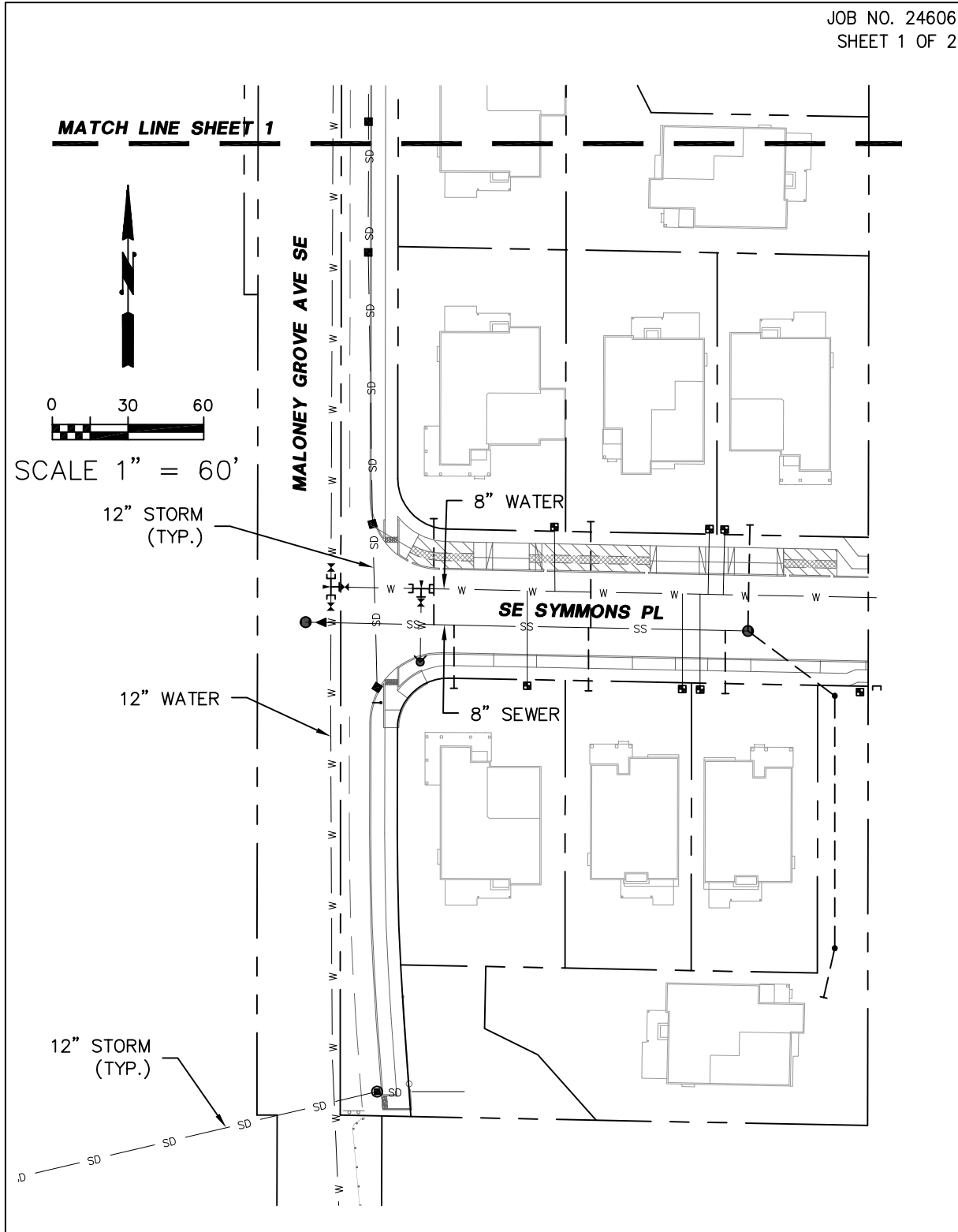
Water Lines	8" DIP Waterline	657	LF	\$82.00	\$53,874.00
Water Lines	6" DIP Waterline	75	LF	\$55.00	\$4,125.00
Water Lines	Hydrant Assembly	2	EA	\$5,950.00	\$11,900.00
Water Lines	Thrust Block	17	EA	\$250.00	\$4,250.00
Water Lines	Raise Castings 2x each	30	EA	\$250.00	\$7,500.00
Water Lines	1" Water Service (398 LF)	14	EA	\$1,350.00	\$18,900.00
Subtotal					\$236,034.00

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Paving/Channelization	Crushed Surfacing Under Roadway (6" Ballast, 4" CSBC, 2" CSTC)	2310	TN	\$35.00	\$80,850.00
Paving/Channelization	Porous Concrete	1816	SF	\$22.00	\$39,952.00
Paving/Channelization	Asphalt Paving	28381	SF	\$3.45	\$97,914.45
Paving/Channelization	Asphalt Patching	5678	SF	\$6.00	\$34,068.00
Subtotal					\$252,784.45

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Curbs Gutters Sidewalks	Curb & Gutter	1610	LF	\$20.00	\$32,200.00
Subtotal					\$32,200.00

Total: \$898,509.45

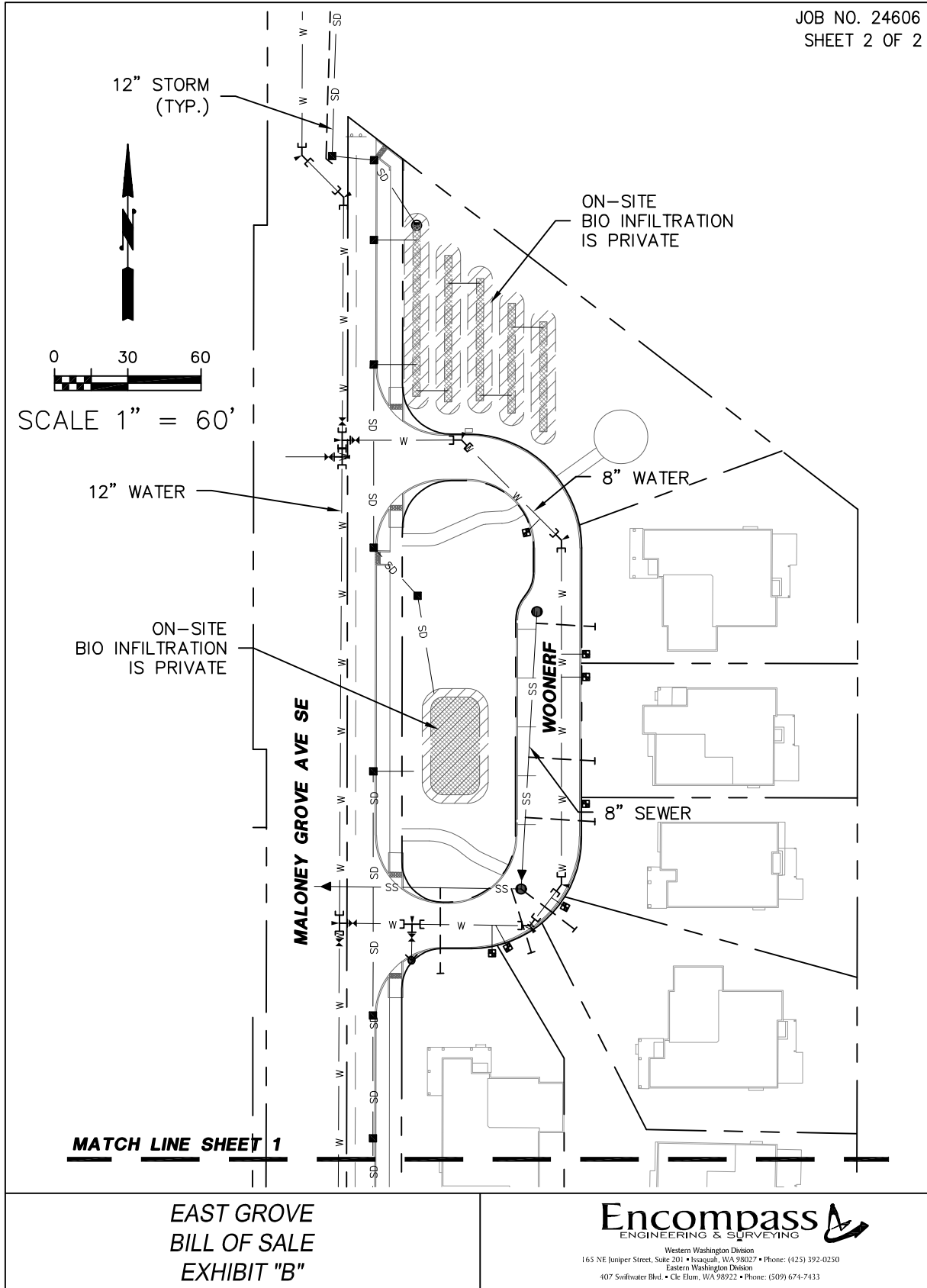
JOB NO. 24606
SHEET 1 OF 2



EAST GROVE
BILL OF SALE
EXHIBIT "B"

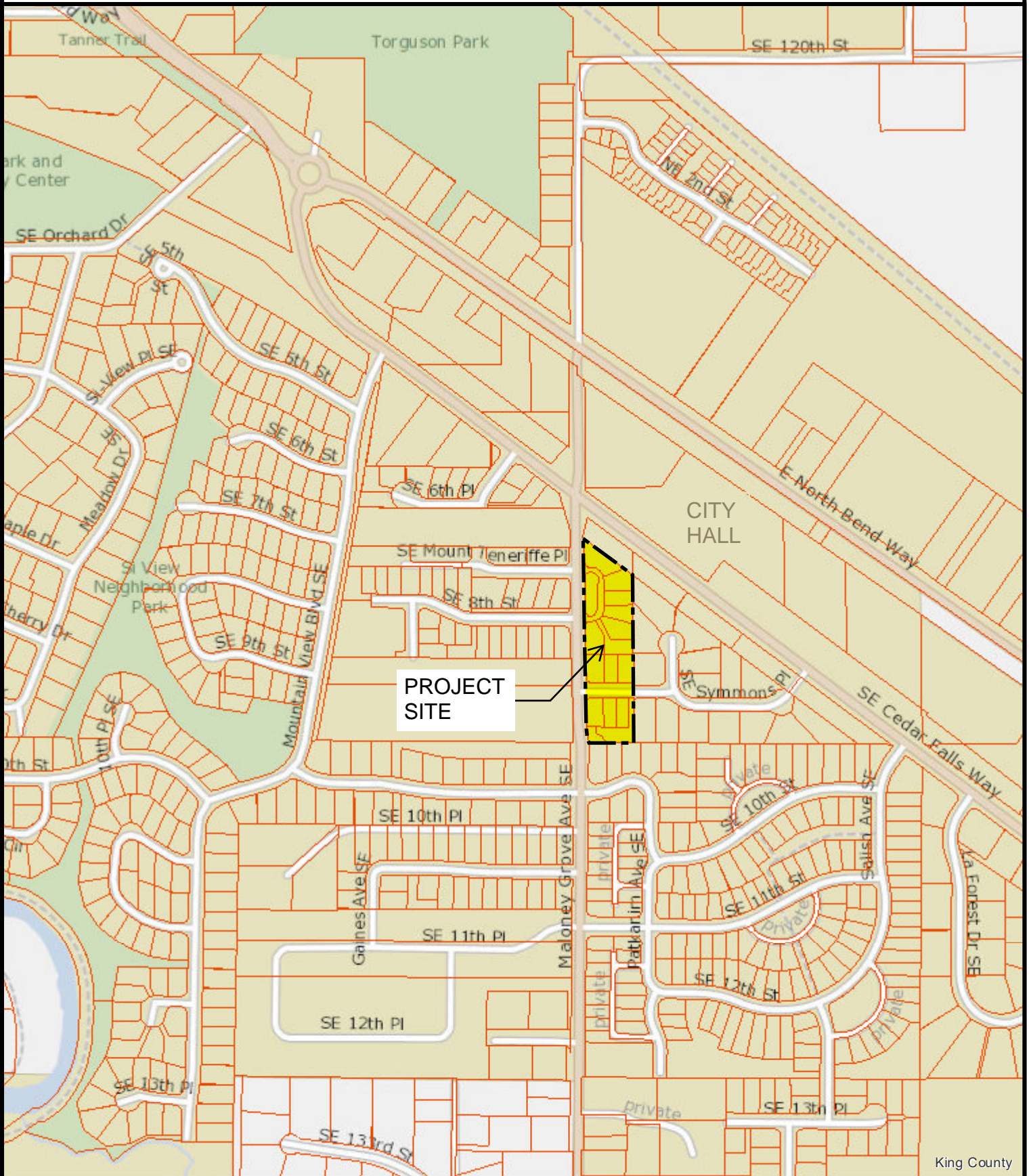
Encompass
ENGINEERING & SURVEYING

Western Washington Division
165 NE Juniper Street, Suite 201 • Issaquah, WA 98027 • Phone: (425) 392-0250
Eastern Washington Division
407 Swiftwater Blvd. • Cle Elum, WA 98922 • Phone: (509) 674-7433



LEGAL DESCRIPTION

THE PLAT OF EAST GROVE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 285 OF PLATS, PAGES 42 THROUGH 46, RECORDS OF KING COUNTY WASHINGTON.



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 6/10/2024

Notes:



King County



City Council Agenda Bill

SUBJECT:		Agenda Date: August 20, 2024		AB24-072	
Resolution Accepting Infrastructure Improvements from Taylor Morrison Northwest, LLC for West Grove, an 11-lot Subdivision		Department/Committee/Individual			
		Mayor Mary Miller			
		City Administrator – David Miller			
		City Attorney – Kendra Rosenberg			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – Rebecca Deming			
		Finance – Martin Chaw			
Cost Impact: N/A	Public Works – Mark Rigos, P.E.				X
Fund Source: N/A					
Timeline: Immediate					
Attachments: Resolution, Exhibit A – Cost Breakdown, Exhibit B – Bill of Sale, Vicinity Map					
<p>SUMMARY STATEMENT:</p> <p>Eagle Ridge Enterprises LLC received preliminary short plat approval from the City of North Bend (“City”) on May 28, 2015, to subdivide a 2.83-acre parcel into 11 single-family residential lots (“Project”). Around September 2017, the Project was sold by Eagle Ridge Enterprises LLC to Polygon Homes LLC who assumed the original Developer Extension Agreement passed under Resolution 1771. Engineering Plan approval occurred on January 19, 2018. Final Plat approval and construction completion occurred on March 20, 2019. Around February 2020, the homebuilder, Polygon Homes LLC, changed its corporate name to Taylor Morrison Homes NW LLC (“Developer”).</p> <p>The Developer constructed approximately:</p> <ul style="list-style-type: none"> • 1,212 lineal feet of new watermain improvements. • 886 lineal feet of new sewer main improvements. • 760 lineal feet of new storm drainage improvements, including 3,910 square feet of LID bioretention facilities. • 1,100 lineal feet of street improvements. <p>The Developer has completed all remaining infrastructure and utility punch-list items, as-builts, and provided a GIS disk to the City as required by the North Bend Municipal Code. The Developer has provided a Bill of Sale for water distribution system, wastewater collection system, storm drainage system, and curb and street paving improvements (“Infrastructure Improvements”).</p> <p>This Agenda Bill’s purpose is to authorize transfer of ownership of Developer-constructed Infrastructure Improvements to the City through passage of a resolution.</p>					
APPLICABLE BRAND GUIDELINES: Design Standards					
COMMITTEE REVIEW AND RECOMMENDATION: This item was brought up during the Transportation and Public Works Committee meeting on July 23, 2024 and was recommended for approval and placement on the Consent Agenda.					
RECOMMENDED ACTION: MOTION to approve AB24-072, a resolution accepting ownership of the Infrastructure Improvements constructed as part of the 11-lot West Grove subdivision.					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
August 20, 2024					

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING WATER DISTRIBUTION SYSTEM, WASTEWATER COLLECTION SYSTEM, STORM DRAINAGE SYSTEM, AND CURB AND STREET PAVING IMPROVEMENTS FROM TAYLOR MORRISON NORTHWEST, LLC FOR THE 11-LOT WEST GROVE SUBDIVISION

WHEREAS, Taylor Morrison Northwest, LLC (“Developer”) has completed construction of the 11-lot West Grove Subdivision Project (“Project”); and

WHEREAS, in approximately September 2017, the Project was sold by Eagle Ridge Enterprises LLC to Polygon Homes LLC, and Polygon Homes LLC changed its corporate name to Taylor Morrison Northwest LLC around February 2020 who assumed the original Developer Extension Agreement passed under Resolution 1866; and

WHEREAS, the Developer received State Environmental Protection Act (“SEPA”) Determination of Nonsignificant (“DNS”) on March 25, 2015; and

WHEREAS, the Developer received Engineering Plan Approval on January 19, 2018; and

WHEREAS, the Developer received Final Plat Approval on March 20, 2019; and

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

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

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

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

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

Section 1. The City Council of the City of North Bend accepts the water distribution system, wastewater collection system, storm drainage system, and curb and street paving improvements built for the 11-lot West Grove Subdivision Project as depicted in the attached **Exhibit A** to this resolution, which is incorporated herein by reference.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF AUGUST, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

Westgrove Civil Construction Cost Schedule

06/10/2024

Item	Description	QTY	Unit	Rate	Total
Sewer System	Saddle Manhole 54" in Street	1	EA	\$7,250.00	\$7,250.00
Sewer System	Standard Manholes 48"	4	EA	\$4,850.00	\$19,400.00
Sewer System	8" Sewer	635	LF	\$42.00	\$26,670.00
Sewer System	6" Side Sewers 45 feet Avg. Length (547')	11	EA	\$1,650.00	\$18,150.00
Sewer System	Adjust Castings	10	EA	\$250.00	\$2,500.00
Sewer System	Temp Patch	1	LS	\$2,250.00	\$2,250.00
Subtotal					\$76,220.00

Item	Description	QTY	Unit	Rate	Total
Storm Sewers	Connect to exiting CB	1	EA	\$750.00	\$750.00
Storm Sewers	Type 1 CB's	7	EA	\$1250.00	\$8,750.00
Storm Sewers	Type 1 CB's for Infiltrations	11	EA	\$1250.00	\$13,750.00
Storm Sewers	8" Storm Pipe for Infiltrations	717	LF	\$45.00	\$32,265.00
Storm Sewers	8" Storm Pipe	115	LF	\$45.00	\$5,175.00
Storm Sewers	8" DIP Storm Pipe	161	LF	\$55.00	\$8,855.00
Storm Sewers	12" Storm Pipe	86	LF	\$45.00	\$3,870.00
Storm Sewers	12" Storm Pipe	430	LF	\$85.00	\$36,550.00
Storm Sewers	Adjust Castings	7	EA	\$250.00	\$1,750.00
Storm Sewers	Temp Patch	1	LS	\$7250.00	\$7,250.00
Subtotal					\$118,965.00

Item	Description	QTY	Unit	Rate	Total
Water Lines	Connection To Existing	3	EA	\$6,350.00	\$19,050.00
Water Lines	CSTC For Road Crossing	263	TONS	\$35.00	\$9,205.00
Water Lines	Fire Hydrant	2	EA	\$5,525.00	\$11,050.00
Water Lines	1" Water Services	11	EA	\$1,850.00	\$20,350.00
Water Lines	8" Watermain Frontage	416	LF	\$92.00	\$38,272.00
Water Lines	8" Watermain In Plat	755	LF	\$55.00	\$41,525.00
Water Lines	6" DIP	60	LF	\$50.00	\$3,000.00
Water Lines	8" Bends	8	EA	\$450.00	\$3,600.00
Water Lines	8" Tees	3	EA	\$650.00	\$1,950.00

Water Lines	8" Valve	13	EA	\$850.00	\$11,050.00
Water Lines	Hydrants	2	EA	\$6,125.00	\$12,250.00
Water Lines	Thrust Blocks	12	EA	\$200.00	\$2,400.00
Water Lines	Blow Off Assembly	2	EA	\$3,750.00	\$7,500.00
Water Lines	Adjust Castings	32	EA	\$250.00	\$8,000.00
Water Lines	Temp Patching	1	LS	\$7,250.00	\$7,250.00
Subtotal					\$196,452.00

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Paving/Channelization	CSBC Under Roadways 4"	665	TN	\$32.00	\$21,280.00
Paving/Channelization	CSTC Under Sidewalk	6180	SF	\$0.75	\$4,635.00
Paving/Channelization	Fine Grade	37000	SF	\$0.40	\$14,800.00
Paving/Channelization	ATB - 4", Asphalt Overlay - 2"	23949	SF	\$5.10	\$122,139.90
Paving/Channelization	ATB - 4", Asphalt Overlay - 2" Patching	3500	SF	\$6.25	\$21,875.00
Paving/Channelization	Strip roadway and front 15' of lots 1' depth. Push onto lots	2500	CY	\$8.00	\$20,000.00
Paving/Channelization	Cut to Fill On-Site	500	CT	\$8.00	\$4,000.00
Subtotal					\$208,729.90

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Curbs Gutters Sidewalks	Curb and Gutter	1565	LF	\$20.00	\$31,300.00
Curbs Gutters Sidewalks	Sidewalk	6180	SF	\$5.50	\$33,990.00
Curbs Gutters Sidewalks	Driveways	1000	SF	\$7.50	\$7,500.00
Curbs Gutters Sidewalks	Wheelchair Ramps	6	EA	\$1,750.00	\$10,500.00
Subtotal					\$83,290.00

Total:					\$683,656.90
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Return Address:

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

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

<p>Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)</p> <p>1. <u>Bill of Sale</u> 2. _____</p> <p>3. _____ 4. _____</p>	
<p>Reference Number(s) of Documents assigned or released:</p> <p>Additional reference #'s on page _____ of document</p>	
<p>Grantor(s) Exactly as name(s) appear on document</p> <p>1. <u>Taylor Morrison NW, LLC</u>, _____</p> <p>2. _____, _____</p> <p>Additional names on page _____ of document.</p>	
<p>Grantee(s) Exactly as name(s) appear on document</p> <p>1. <u>City of North Bend</u></p> <p>2. _____, _____</p> <p>Additional names on page _____ of document.</p>	
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p><u>Por. of SW ¼, SW ¼, Sec. 10, Twn. 23 N., Rge. 8 E., W.M.</u></p> <p>Additional legal is on page _____ of document.</p>	
<p>Assessor's Property Tax Parcel/Account Number <input type="checkbox"/> Assessor Tax # not yet assigned</p> <p>926830-0120</p>	
<p>The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>	
<p>"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."</p> <p style="text-align: right;">_____ Signature of Requesting Party</p>	
<p>Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements</p>	

UPON RECORDING RETURN TO:

City Clerk
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

BILL OF SALE

Reference Numbers of Related Documents: N/A

Grantor: Taylor Morrison Northwest, LLC

Grantee: City of North Bend

Legal Description: See Attached

Abbreviated Legal: Por. of SW ¼, SW ¼, Sec. 10, Twn. 23 N., Rge. 8 E., W.M.

Tax Parcel Identification Number: 926830-0120

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, Taylor Morrison NW, LLC, a Washington corporation (“Grantor”), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington municipal corporation (“Grantee” or “the City”), the following described water distribution system, wastewater collection system, storm drainage system, curbs, and street paving, all of which has been constructed and installed in the existing public right of way or subdivision commonly known as West Grove Subdivision, King County Rec. No. 20190401000337 (“Project”):

Water Distribution System:

The Project constructed approximately 1,170 lineal feet of 8-inch diameter watermain and other applicable watermain facilities and appurtenances located in SE Cedar Falls Way, SE Mt. Teneriffe Drive, SE 6th Place, and Mountain View Blvd SE. The Water Distribution System shall be owned and maintained by the City. Water services from the watermain to, and including, the water meters shall be owned and maintained by the City. Water services from the water meters to the homes shall be owned and maintained by the individual property owners. Irrigation systems in the Project shall be owned and maintained by the West Grove HOA or individual property owners.

Wastewater Collection System:

The Project constructed approximately 635 lineal feet of 8” diameter sewer main and other applicable wastewater facilities and appurtenances located in SE Cedar Falls Way, SE Mt. Teneriffe Drive, SE 6th Street, and public easement over parcels 9268300010, 9268300020, and 9268300030. The Wastewater Collection System shall be owned and maintained by the City. Side sewers from the sewer main to the homes shall be owned and maintained by the individual property owners for which it serves.

The joint side sewer contained in the private access and utility easement over parcels 9268300100 and 9268300110 shall be owned and maintained by the owners of those parcels.

Storm Drainage System:

The Project constructed approximately 792 lineal feet of 6” through 12” diameter storm drainage pipe, 3,947 square feet of LID bioretention swales, and other applicable storm drainage facilities and appurtenances located in Maloney Grove Avenue SE, SE Cedar Falls Way, Tract A, SE Mt Teneriffe Drive, SE 6th Place, public easement over parcels 9268300010, 9268300020, and 9268300030, and Mountain View Blvd.

Stormwater conveyance, collection, and other stormwater appurtenances located within the road prism (road prism is defined as back of curb to back of curb or edge of pavement to edge of pavement on public streets) of Maloney Grove Ave SE and SE Cedar Falls Way, and outside of the road prism but within the public easement over parcels 9268300010, 9268300020, and Tract E Si View Division 1, shall be owned and maintained by the City.

Stormwater LID bioretention swales, conveyance, collection, and other stormwater appurtenances located outside of the road prism of SE Mt. Teneriffe Drive and SE 6th Place shall be owned and maintained by the West Grove HOA. Tract A is owned by and shall be maintained by the West Grove HOA.

Curbs and Street Paving:

Approximately 1,565 lineal feet of vertical curb and gutter and 23,949 square feet of street paving of Maloney Grove Ave SE, SE Cedar Falls Way, SE Mt. Teneriffe Drive, and SE 6th Place within the road prism shall be owned and maintained by the City.

The fence constructed along the south side of SE 6th Place is owned and shall be maintained by parcel 1023089072 per Stipulated Judgement and Decree of Quiet Title, Superior Court of the State of Washington, Case No. 20-2-14745-1 SEA.

Street signage outside of the road prism but within the public right of way of Maloney Grove Ave SE, SE Cedar Falls Way, SE Mt. Teneriffe Drive, and SE 6th Place shall be owned and maintained by the City.

Sidewalks, landscape strips, and associated facilities and appurtenances constructed as part of the Project located outside of the road prism shall not be owned or maintained by the City. Sidewalks, landscape strips, and associated facilities and appurtenances constructed as part of the Project located outside of the road prism shall be owned or maintained by the West Grove HOA.

Street lights located in Maloney Grove Ave SE and SE Cedar Falls Way shall be owned and maintained by the City and/or PSE. Street lights located in SE Mt. Teneriffe Drive and SE 6th Place shall be owned and maintained by the West Grove HOA or PSE.

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

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

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

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

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

GRANTOR:
Taylor Morrison Northwest, LLC

GRANTEE:
City of North Bend

By: _____
Its: _____

By: _____
Its: _____

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

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

DATED: _____

(Stamp)

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

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STATE OF WASHINGTON)
)ss
COUNTY OF KING)

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

DATED: _____

(Stamp)

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

Westgrove Civil Construction Cost Schedule

06/10/2024

Item	Description	QTY	Unit	Rate	Total
Sewer System	Saddle Manhole 54" in Street	1	EA	\$7,250.00	\$7,250.00
Sewer System	Standard Manholes 48"	4	EA	\$4,850.00	\$19,400.00
Sewer System	8" Sewer	635	LF	\$42.00	\$26,670.00
Sewer System	6" Side Sewers 45 feet Avg. Length (547')	11	EA	\$1,650.00	\$18,150.00
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Sewer System	Temp Patch	1	LS	\$2,250.00	\$2,250.00
Subtotal					\$76,220.00

Item	Description	QTY	Unit	Rate	Total
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Storm Sewers	Type 1 CB's	7	EA	\$1250.00	\$8,750.00
Storm Sewers	Type 1 CB's for Infiltrations	11	EA	\$1250.00	\$13,750.00
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Storm Sewers	12" Storm Pipe	86	LF	\$45.00	\$3,870.00
Storm Sewers	12" Storm Pipe	430	LF	\$85.00	\$36,550.00
Storm Sewers	Adjust Castings	7	EA	\$250.00	\$1,750.00
Storm Sewers	Temp Patch	1	LS	\$7250.00	\$7,250.00
Subtotal					\$118,965.00

Item	Description	QTY	Unit	Rate	Total
Water Lines	Connection To Existing	3	EA	\$6,350.00	\$19,050.00
Water Lines	CSTC For Road Crossing	263	TONS	\$35.00	\$9,205.00
Water Lines	Fire Hydrant	2	EA	\$5,525.00	\$11,050.00
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Water Lines	8" Watermain In Plat	755	LF	\$55.00	\$41,525.00
Water Lines	6" DIP	60	LF	\$50.00	\$3,000.00
Water Lines	8" Bends	8	EA	\$450.00	\$3,600.00
Water Lines	8" Tees	3	EA	\$650.00	\$1,950.00

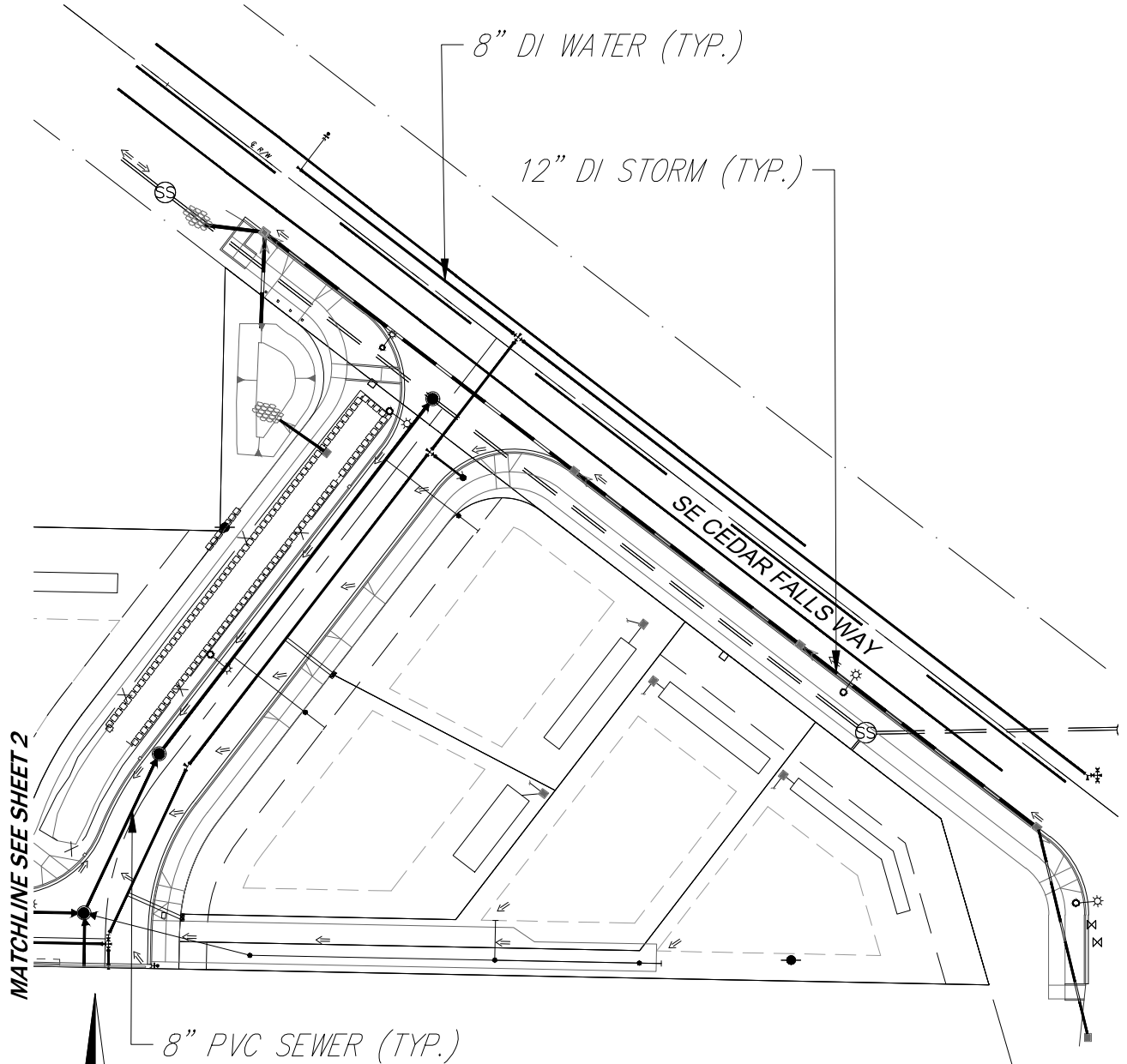
EXHIBIT B Council Packet August 20, 2024

Water Lines	8" Valve	13	EA	\$850.00	\$11,050.00
Water Lines	Hydrants	2	EA	\$6,125.00	\$12,250.00
Water Lines	Thrust Blocks	12	EA	\$200.00	\$2,400.00
Water Lines	Blow Off Assembly	2	EA	\$3,750.00	\$7,500.00
Water Lines	Adjust Castings	32	EA	\$250.00	\$8,000.00
Water Lines	Temp Patching	1	LS	\$7,250.00	\$7,250.00
Subtotal					\$196,452.00

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Paving/Channelization	CSBC Under Roadways 4"	665	TN	\$32.00	\$21,280.00
Paving/Channelization	CSTC Under Sidewalk	6180	SF	\$0.75	\$4,635.00
Paving/Channelization	Fine Grade	37000	SF	\$0.40	\$14,800.00
Paving/Channelization	ATB - 4", Asphalt Overlay - 2"	23949	SF	\$5.10	\$122,139.90
Paving/Channelization	ATB - 4", Asphalt Overlay - 2" Patching	3500	SF	\$6.25	\$21,875.00
Paving/Channelization	Strip roadway and front 15' of lots 1' depth. Push onto lots	2500	CY	\$8.00	\$20,000.00
Paving/Channelization	Cut to Fill On-Site	500	CT	\$8.00	\$4,000.00
Subtotal					\$208,729.90

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Curbs Gutters Sidewalks	Curb and Gutter	1565	LF	\$20.00	\$31,300.00
Curbs Gutters Sidewalks	Sidewalk	6180	SF	\$5.50	\$33,990.00
Curbs Gutters Sidewalks	Driveways	1000	SF	\$7.50	\$7,500.00
Curbs Gutters Sidewalks	Wheelchair Ramps	6	EA	\$1,750.00	\$10,500.00
Subtotal					\$83,290.00

Total:					\$683,656.90
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SCALE: 1" = 20'

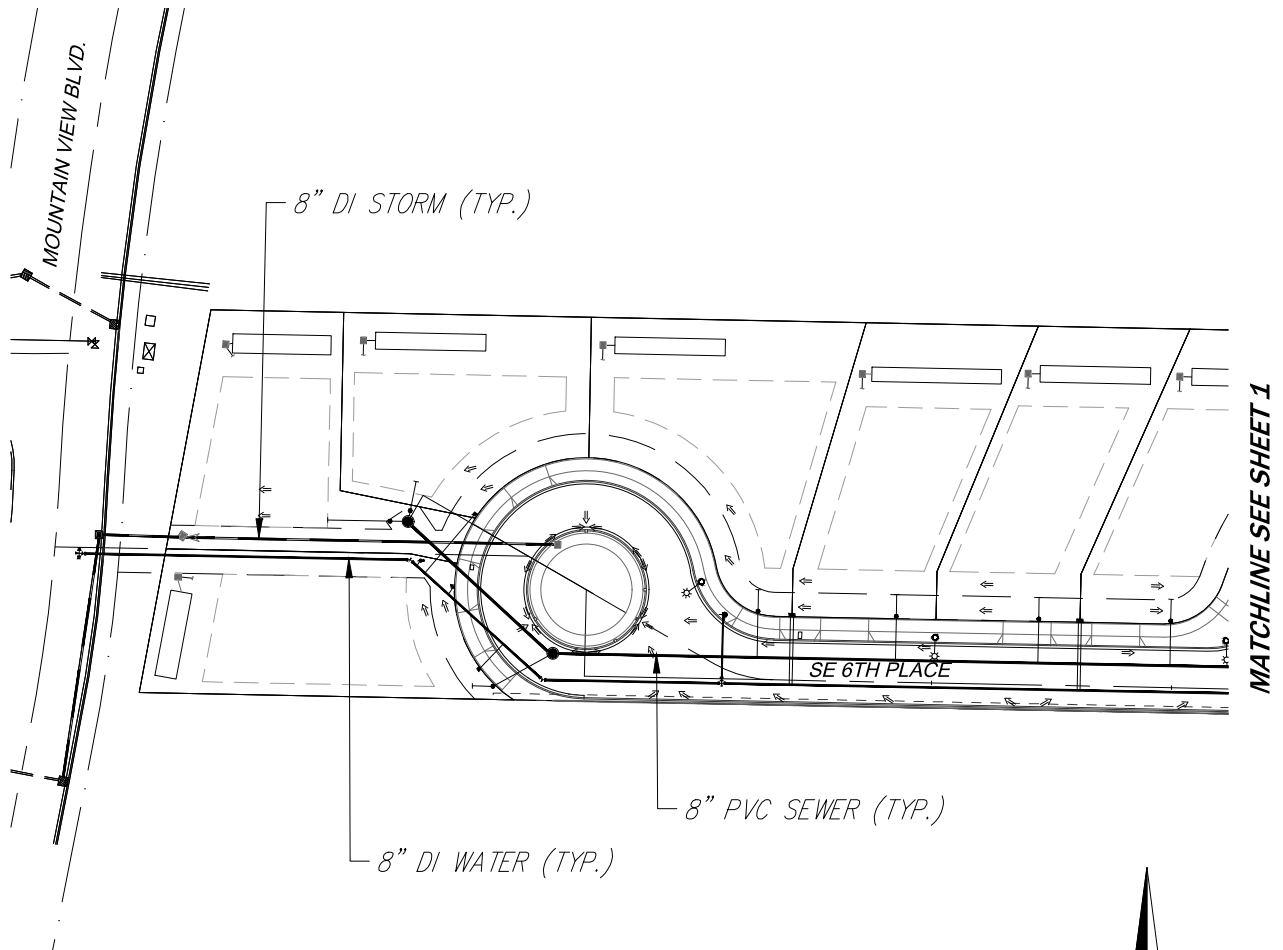


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 LANDSCAPE ARCHITECTURE
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 SURVEYING

12100 NE 195th St, Suite 300 Bothell, Washington 98011 425.885.7877

**WEST GROVE
 BILL OF SALE
 EXHIBIT 'B'**

PAGE 1 OF 2



SCALE: 1" = 20'



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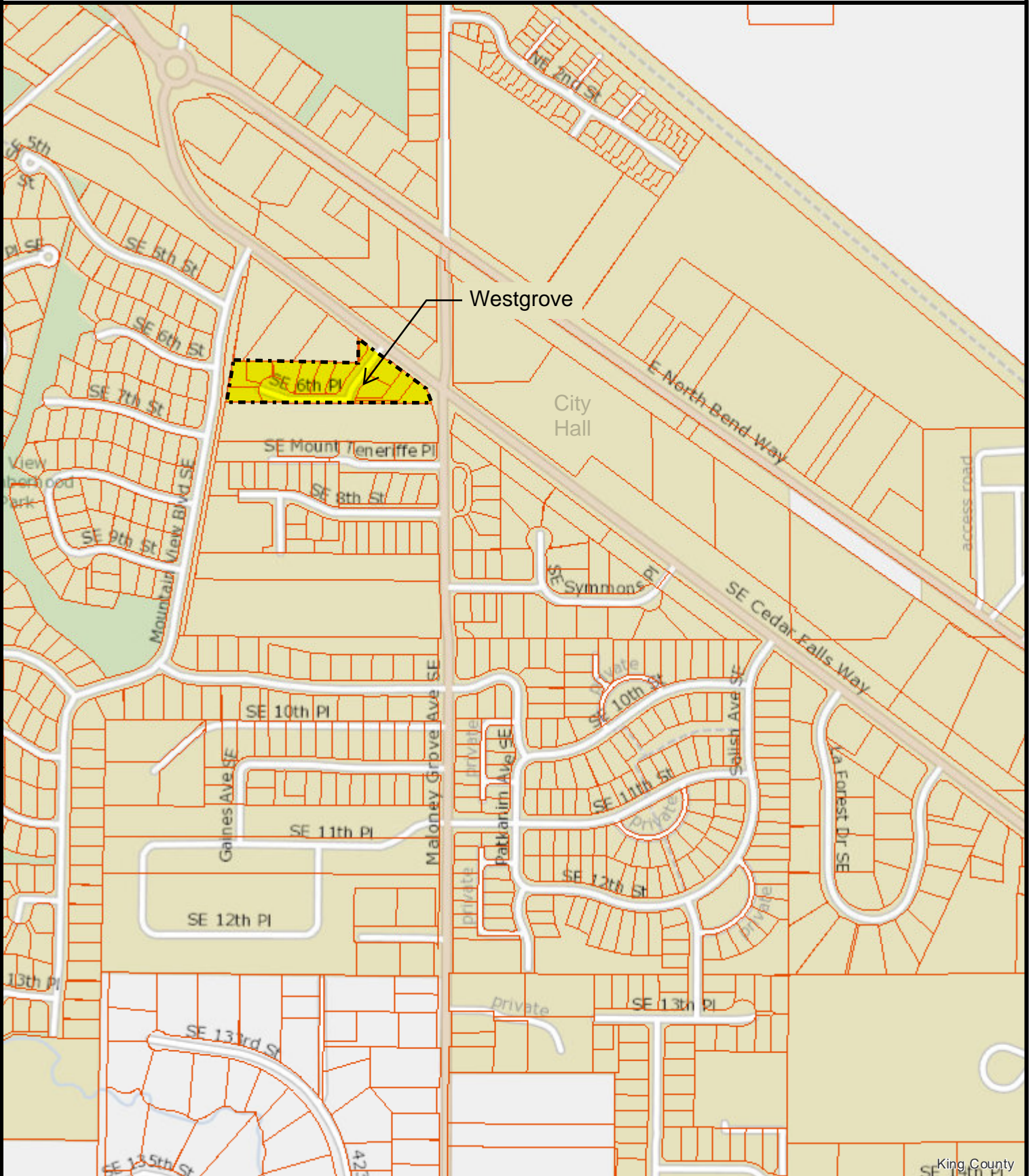
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**WEST GROVE
BILL OF SALE
EXHIBIT 'B'**

PAGE 2 OF 2

Legal Description

THE PLAT OF WEST GROVE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 287 OF PLATS, PAGE(S) 92 THROUGH 95, RECORDS OF KING COUNTY WASHINGTON.



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Date: 7/11/2024

Notes:



King County



City Council Agenda Bill

SUBJECT:	Agenda Date: August 20, 2024	AB24-073
Motion Authorizing a Consolidated Interlocal Agreement between the City of North Bend and Si View Metropolitan Park District regarding Various Park Development, Operation, Scheduling and Management	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	X
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
Public Works – Mark Rigos, P.E.		
Cost Impact: +\$114,000 plus annual CPI-W		
Fund Source: General Fund		
Timeline: Effective Upon Council Adoption		
Attachments: Interlocal Agreement		

SUMMARY STATEMENT:

Background

The City of North Bend (“City”) and the Si View Metropolitan District (“Si View”) have had a long and successful history of partnership on park acquisition, scheduling, capital improvements, maintenance and operation. Although separate legal entities with separate boundaries, the City and Si View have many common interests such as delivering the highest level of park and recreation services in the most cost effective manner for both our citizens and the ratepayers of the District. Over the years, these partnerships have resulted in nine (9) separate interlocal agreements and amendments containing very similar provisions. These prior ILAs also covered various agreements regarding capital improvements at City parks which improvements and the funding have long been completed.

Purpose

The purpose of this Consolidated Interlocal Agreement attached to this Agenda Bill is to incorporate the parties respective agreements primarily within one document for ease of reference and implementation and eliminate obsolete references regarding capital improvements. Further, the goal is to accomplish the critical provisions described below.

Consolidated Interlocal Agreement (ILA) Significant Provisions

The ILA has the following significant provisions:

1. Services. Si View will continue to maintain, operate and schedule Torguson Park, Tennant Trailhead Park, the Central Meadow and Grazing Fields of Tollgate Farm and the South Fork Park (formerly Cascade Golf Course) except for certain parking areas and storm water detention ponds which will continue to be maintained by the City.
2. Ownership of Torguson. The Torguson Park ILA previously provided that the City would transfer to Si View an undivided 50% interest in Torguson Park in exchange for maintenance services. This ILA provides that Si View releases this interest and Torguson Park will remain 100% owned by the City.
3. Management Payment. The City will pay \$114,000 per year to Si View for the management of the parks, increased annually by inflation. The City previously paid Si View for its management of the parks through various methods including allocating a percentage of park impact fees and the payment of an annual fee for Torguson Park. The ILA now provides for this flat annual fee.
4. Transfer of Property to Si View. Si View has an interest in obtaining certain real property from the City which is commonly known as a portion of State Route 2 (located between Cedar Falls Way and Orchard Drive). This ILA provides that the City will file all necessary documents,

City Council Agenda Bill

pleadings and approvals to provide for the vacation and conveyance of this property from the City to the District. The consideration for this property is Si View releasing its right to the 50% interest in Torguson Park.

5. Maintenance Standards. Si View has done an outstanding job over the years both maintaining their parks and the parks they operate within the corporate limits of North Bend. In lieu of exhaustive maintenance standards, the ILA simply requires Si View to meet industry standards and maintain City parks consistent with all parks maintained by Si View.
6. Grant Funds. The City customarily seeks money from both the state and federal government for park improvements. Under this ILA, the Council authorizes the City making such applications. Transfers of such grant funds to Si View will require City Council approval.
7. Future Capital Park Improvements. All future capital improvements shall be consistent with the purposes and intent of Council and/or District approved master plans.
8. Park Impact Fees. No automatic percentage allocation of park impact fees is included in the ILA. All transfer of future park impact fees requires authorization by the City Council and for Si View to agree to accept such park impact fees to make future park improvements.
9. Levy Limit. The District is a junior taxing district and as such may be at future risk of having its revenue adversely impacted by the Washington State's constitutional aggregate levy limit. In the event this occurs in the future, the District can notify the City it wishes to cease some or all of the services described in this ILA. The parties will then meet to negotiate, eliminating some or all services and the corresponding reduction or elimination of the City's payment of the above referenced annual fee.
10. Utilities. The parties have reached an agreement regarding the allocation of utility costs at the various parks.
11. Train Depot. Si View previously operated and scheduled the Train Depot located within the William H. Taylor Park. The City maintains the William H. Taylor Park. This ILA has expired. Si View no longer wishes to continue to schedule, operate and/or manage the Train Depot because the costs far exceed any rental income and there are some challenges with more fully using this facility. The City will be making various improvements to the Train Depot in the near term, including providing for restroom access from inside the building and converting an elevated floor to a single level which will make this park amenity more desirable. While the improvements are being made it would not be possible for the space to be fully rented. Following completion of the improvements, the City will determine how this park facility will be scheduled and operated.
12. Tollgate Farm. The new ILA contains specific provisions regarding uses within the Central Meadow and the Grazing Fields at Tollgate Farm including allowing various sustainable agricultural and farming activities, natural resource preservation and educational activities.
13. Repealer of Prior Agreements. This ILA repeals the original ILAs and numerous amendments covering Torguson Park and Tollgate Farm. This ILA maintains the separate agreements for Tennant Trailhead Park and South Fork because the former includes King County and the latter covers a potential City water right and those provisions are not applicable to general park operation purposes.
14. Term. The original terms of this ILA is for 20 years with automatic 10 year renewals provided that either party may terminate earlier by providing 12 months written notice to the other party.
15. General Provisions. There are various other general provisions which existed in the parties prior ILAs including a dispute resolution process.

Staff recommends Council approve this Consolidated ILA because it fairly reflects the parties agreements regarding the above referenced parks and improves the parties respective understandings of their various responsibilities associated with such park operations. This partnership with Si View results in the highest level of park services being delivered to our citizens in the most cost effective manner. This ILA was reviewed by the Si View Metropolitan Park Board on June 26, 2024 and was approved.

City Council Agenda Bill

APPLICABLE BRAND GUIDELINES: Consistent Delivery of quality basic services, variety of recreations opportunities and economic viability/balanced budget.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was brought up during the Community and Economic Development Committee meeting on July 16, 2024 and was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: Motion to approve AB24-073, authorizing a Consolidated Interlocal Agreement between the City and Si View Metropolitan Park District for Development, Maintenance, Scheduling and Operations of Various City Parks, in a form and content acceptable to the City Attorney.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 20, 2024		

**CONSOLIDATED INTERLOCAL AGREEMENT
BETWEEN THE CITY OF NORTH BEND AND SI VIEW
METROPOLITAN PARK DISTRICT
FOR DEVELOPMENT, MAINTENANCE, SCHEDULING AND
OPERATIONS OF VARIOUS CITY PARKS**

THIS CONSOLIDATED INTERLOCAL AGREEMENT is dated effective the ____ day of _____, 2024 (“Agreement”), and is made between the City of North Bend, a Washington municipal corporation (the “City”), and Si View Metropolitan Park District, a Washington municipal corporation (the “District”).

I. RECITALS

WHEREAS, the City is a municipal corporation of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW; and

WHEREAS, the District is a municipal corporation of the State of Washington, organized and operating under Chapter 35.61 RCW; and

WHEREAS, the City and the District make this Agreement under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW. The City and the District have previously entered into several interlocal agreements to cooperatively manage and operate City parks throughout the years, which are described in the provisions that follow, and which are hereby terminated and superseded by this consolidated Interlocal Agreement; and

WHEREAS, the City owns Torguson Park, a 17.3 acre facility consisting of various sports fields, restrooms, a skateboard park, concession stand, a BMX bike track, picnic facilities, a tot lot, a climbing tower and a parking lot (“Torguson Park”); and

WHEREAS, the City and the District entered into an Interlocal Agreement effective January 1, 2016, regarding the development, maintenance, scheduling and operation of Torguson Park, as amended by the First Amendment dated April 20, 2016, the Second Amendment dated March 22, 2017, the Third Amendment dated October 18, 2017, and the Fourth Amendment dated October 3, 2018 (collectively, the “Torguson ILA”); and

WHEREAS, under the terms of the Torguson ILA, the District constructed various improvements and assumed maintenance, operation and scheduling of Torguson Park, its facilities and all recreational activities in exchange for certain City agreements, including at the end of the ten year term, that the City would convey a 50% tenant-in-common interest to the District; and

WHEREAS, the City is vacating certain right of way located between Cedar Falls Way and Orchard Drive in North Bend, Washington, commonly known as a portion of State Route 2 per Quit Claim Deed dated June 24, 2020, under King County Recording No. 20200721000298, as legally described in the attached Exhibit A (“Orchard Property”); and

WHEREAS, in consideration of the District waiving its right to be conveyed a 50% tenant-in-common interest in Torguson Park under the Torguson Park ILA, following the vacation of the Orchard Property, the parties have agreed the City will convey to the District the Orchard Property; and

WHEREAS, the City owns Tollgate Farm, a 410-acre farm and open space property which includes a barn, a historic farmhouse, parking areas, a children's play area, restrooms, a picnic area, and a trail system ("Tollgate Farm"); and

WHEREAS, a portion of Tollgate Farm containing approximately 49 acres located between West North Bend Way and Bendigo Boulevard North (State Route 202) is known as the Central Meadow ("Central Meadow"), as shown in the Tollgate Farm Central Meadow Master Plan; and

WHEREAS, a portion of Tollgate Farm, which is located between State Route 202 or Bendigo Boulevard N. in North Bend, Washington and the Middle Fork of the Snoqualmie River, has various deed restrictions on such property prohibiting active recreation and currently is used for grazing of various animals and livestock ("Grazing Fields"); and

WHEREAS, the City and the District entered into an Interlocal Agreement for the construction of various improvements to the Central Meadow and for the development, maintenance, scheduling and operation of the Central Meadow in Tollgate Farm dated April 21, 2010, as amended by the First Amendment dated February 12, 2013, and the Second Amendment dated March 22, 2017 ("Tollgate ILA"); and

WHEREAS, the City and the District each own a portion of the Tennant Trailhead Park in partnership with King County, a 32 acre site located south of Interstate 90, Exit 31 on either side of Ribary Way ("Tennant Trailhead Park"); and

WHEREAS, the City, the District and King County entered into various agreements for the development, maintenance, scheduling and operation of Tennant Trailhead Park ("Tennant Trailhead Agreements"); and

WHEREAS, the City and the District own certain real property located at 14319 436th Ave SE, North Bend, Washington, located outside of the corporate limits of the City of North Bend, Washington, consisting of a 36-acre park, a former 9-hole golf course, trails, a water right, a water pump, and a pond ("South Fork Landing"); and

WHEREAS, the City and the District entered into an ILA for the development, maintenance, scheduling and operation of South Fork Landing ("South Fork Landing ILA"); and

WHEREAS, the City and the District are stewards of public lands in the City, and the parties recognize that through cooperation, these publicly-held lands can be used to meet broader community needs for recreation and open space than either party can provide separately; and

WHEREAS, the City and District have reached an agreement regarding joint use of Torguson Park, the Central Meadow and Grazing Fields of Tollgate Farm, the Tennant Trailhead

Park and the South Fork Landing (collectively “the Parks”) and for the maintenance and operation of the Parks by the District; and

WHEREAS, the City and the District desire to consolidate the majority of the foregoing identified ILAs into this Agreement for purposes of better describing the various responsibilities between the City and the District for the Parks;

NOW, THEREFORE, it is agreed by and between the City and the District as follows:

II. AGREEMENT

1. Park Management.

- a. District’s Responsibilities. The District will be responsible for all management, scheduling, operation and ordinary maintenance of all landscaping, improvements, facilities and amenities at Torguson Park, the Central Meadow and Grazing Fields at Tollgate Farm, the Tennant Trailhead Park and the South Fork Landing.
 - b. City Responsibilities. The City will continue to be responsible for public works projects, infrastructure, and new facilities and will be responsible for the maintenance of the paved and gravel parking areas at Tollgate Farm, Torguson Park, and Tennant Trailhead Park.
 - c. Joint Use of the Parks. The parties agree that the Parks are intended to be used jointly for recreation, open space, natural resource conservation and other agreed purposes for the benefit of the District and the City at large.
 - d. Minimum Recreation Improvements. The current and existing recreational facilities and improvements in the Parks shall remain during the term of this Agreement. In the event the District wishes to materially modify these improvements, the District must obtain the City’s written consent.
2. Management Fee. In consideration for the District’s management of the Parks as described in Section 1(a) above, and this Agreement, the City will pay an annual fee to the District equal to One Hundred Fourteen Thousand Dollars (\$114,000.00), which fee shall be annually increased or decreased by the Seattle-Bellevue Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) from the Bureau of Labor Statistics. The CPI-W adjustment will occur during the first quarter of 2025 and thereafter annually to reflect any increases or decreases in such index. The 2024 fee will be pro-rated to the effective date of this Agreement.
3. Scheduling and Use. The District shall manage and schedule the use of the Parks, including all sports fields, buildings and other park amenities. The City and District sponsored programs shall have priority scheduling over other entities. To ensure scheduling priority, the City and the District shall be required to reserve usage of the Parks at least 20 days prior to a City or District event date. Nothing in this Agreement confers exclusive use of the Parks to the District.

4. Maintenance, Repairs, and Operation. The District shall be responsible for all regular, customary and ongoing ordinary maintenance, repairs, and operation of the Parks except as otherwise described in Section 1(b) above, including but not limited to, mowing, ballfield preparation, irrigation, landscape maintenance, janitorial services, supplies and refuse collection. The scope and frequency of the maintenance will be consistent with park industry standards and not less than the level of maintenance performed by the District at other District park facilities.
5. Fees and Charges. User fees for the use of the Parks shall be the subject of written fee schedules agreed to between the City and the District. The District may retain certain fees associated with such Park use as partial compensation for the District's management of the Parks. No fees shall be charged for City sponsored events or City use of the Parks. On Tollgate Farm, the District may charge rental or other fees for the use of picnic facilities, the historic farmhouse, the barn, the Grazing Fields and/or the existing informal sports fields or later constructed athletic facilities. Nothing in this section prohibits the City from charging a fee for any special events which require a permit from the City and/or District.
6. Security. The District shall be responsible for the security of the Parks provided; however, the Parks shall continue to be patrolled by the City Police Department in the same manner that all other City parks are patrolled.
7. Utility Expenses. Utility expenses including water, sewer, storm, power and garbage costs at the Parks will be shared by the parties as follows:
 - a. Torguson Park. The City will pay 100% of all water, sewer, storm, garbage and electrical costs for Torguson Park except the District will continue to pay the electrical costs associated with the BMX Track and the District will pay twenty-five percent (25%) of the water costs from Water Meter/Account No. 5132.
 - b. Tennant Trailhead Park. The City will pay all utility costs associated with the operation of Tennant Trailhead Park and maintain the stormwater detention facility at Tennant Trailhead Park.
 - c. Tollgate Farm. The District will pay all utility costs associated with the operation of the Central Meadow of Tollgate Farm.
 - d. South Fork Landing Park. The District will pay all utility costs associated with the operation of the South Fork Landing Park.
 - e. Conservation. Both parties agree to use best efforts to minimize utility costs through water conservation efforts and when making any improvements to the Parks.
8. Compliance with Master Plans. The City and the District acknowledge that Master Plans have been adopted by the City Council covering the development of Torguson Park, Tollgate Farm, William H. Taylor Park and Tennent Trailhead Park, and a Master Plan has been adopted by the District for the South Fork Landing (collectively

the “Master Plans”). The City and/or the District may make any capital improvements to the Parks consistent with the purpose and intent of the Master Plans and as either approved by the Mayor within the Mayor’s purchasing authority set forth in the North Bend Municipal Code or as approved by the City Council in its Capital Facilities Plan, or in the case of South Fork Landing, as approved by the District. The parties shall coordinate such capital improvements in a manner which provides sufficient notice to the District regarding scheduled recreational events and in a manner to minimize disruption to the Parks’ use if possible. All such capital improvements shall be made consistent with all City approved permits and consistent with all applicable codes and regulations.

9. Park Impact Fees for Park Projects. To the extent the City collects park impact fees from developers and any portion of those park impact fees are allocated by the City Council to the Parks located inside the corporate limits of North Bend, the City Administrator is authorized by the City Council to remit those park impact fees to the District for the purpose of constructing park improvements approved by the City Council subject to the District’s consent to receive such funds and to be responsible for making such Park improvements consistent with approved permits, plans and specifications. It is within the sole discretion of the City what, if any, improvements for the Parks are included in the City’s Capital Facilities Plan. Any additional improvements and agreements regarding such improvements between the City and the District may be evidenced by an amendment to this Agreement, and the District will comply with all City rules, regulations and codes in obtaining all necessary permits and constructing such improvements.
10. Grant Funds. The City and the District shall apply for various park grants including without limitation the Youth Sports Facilities Grant from King County and various state and federal grant funds through the Washington State Recreation Conservation Office (collectively “Grant Applications”). By approving this Agreement, the North Bend City Council approves the City preparing and submitting the Grant Applications. In the event the City receives a monetary award from the Grant Applications for maintenance or improvements of the Parks and the City Council approves the allocation of such grant funds to the District for future park improvements, the City Administrator or designee is hereby authorized to apply for and receive such grant funds, and to remit such grant funds to the District for future park improvements. Upon receipt of such funds, the District will be solely responsible for maintenance, operations and/or constructing the improvements at any Park which is the subject of this Agreement consistent with the final permits, plans and specifications for such park improvements.
11. Orchard Property. In consideration of the District releasing its right, title and interest in and to a future 50% tenant in common interest in Torguson Park pursuant to the Torguson Park ILA, the City hereby agrees to file all necessary documents, pleadings and approvals to provide for the vacation of the Orchard Property and conveyance of the Orchard Property from the City to the District.

12. Levy Limit - District. If during the term of this Agreement, the District’s regular property tax levy is subject to prorationing under the \$5.90 statutory aggregate levy limit (Chapter 84.52 RCW) or the constitutional 1% aggregate levy limit (Article VII, Section 2 of the Washington State Constitution), or the District is unable to obtain voter approval for an excess operations and maintenance levy, in either case resulting in financial hardship, as determined by the District, the District in its discretion may notify the City that it wishes to cease certain services under this Agreement. The parties agree to meet to discuss reallocation of such services from the District to the City and modification or elimination of the management fee the City is paying pursuant to Section 1(b). The parties will use best efforts to reach an agreement regarding such elimination of District services and to comply with the notice provisions of Section 25 and to use the Section 22 Dispute Resolution process.

13. Additional Provisions Regarding Specific Parks.
 - a. Tollgate Farm.
 - (i) Education, Agricultural, Recreation and Natural Resources Uses. The parties agree that general education, recreation, natural resources and agricultural uses are an allowed use for the Central Meadow of Tollgate Farm so long as such uses are consistent with the goals and purposes of Tollgate Farm Master Plan.
 - (ii) Small Scale Farming Operations. “Agricultural uses” includes the grazing of livestock but excludes feedlot operations and/or any commercial butcher, culling or harvesting of livestock, except small scale sustainable farming operations may engage in such harvesting as an accessory use as follows: (1) processing must occur only on a limited temporary basis; (2) animals must either be raised on the property or transported to the property as part of the educational use described in subsection (iv) below to educate owners on methods to process their food; (3) processing occurs using a mobile processing unit with a closed loop system with no discharge to the property and such processing shall not be visible to any passersby; and (4) all processing must comply with all applicable permitting requirements, including the North Bend Municipal Code, the Washington State Department of Agricultural, and if applicable, the United States Department of Agriculture.
 - (iii) Other Agricultural Uses. “Agricultural uses” include (1) production of and incidental on-site sales of vegetable and herbs, cut flowers, blubs, fruits, berries, honey and native plant nursery; (2) pasture grass production; (3) incubator farm programs and/or traditional farms where farming is part of the operation; and/or (4) other similar agricultural uses.
 - (iv) Educational Uses. “Educational uses” may include (1) field sites associated with academic programs to provide learning and training in aspects of food production and natural resource conservation; (2) summer

camps, school group programs, adult and family classes and programs; and (3) other similar educational uses.

- (v) Compliance with Codes/Laws. The parties acknowledge that King County Conservation Funds were used in connection with the acquisition of all or a portion of the Tollgate Farm. Approximately 13.7 acres of the Central Meadow were excluded from the conservation futures deed restriction on active recreation. Accordingly, the District is solely responsible to ensure any improvements and/or uses are consistent with all applicable codes, regulations and rules, including the North Bend Municipal Code; Chapter 84.34 RCW; and any other legal deed restrictions covering the Central Meadow and/or Grazing Fields in Tollgate Farm. Allowed uses may require business licenses and/or development permits from the City depending on the context of the use and associated improvements or facilities.

14. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein.

15. Indemnification.

- a. The City shall indemnify, defend, and hold harmless the District, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the City, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the District, its agents, or employees caused or contributed thereto. In the event that the District shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the City shall, in addition to indemnifying and holding the District harmless from any liability, indemnify the District for any and all expenses incurred by the District in defending such claim or suit, including reasonable attorney fees.
- b. The District shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the District, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the District shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorney fees.

16. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement that prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
17. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.
19. Entire Agreement and Modifications/Repealer of Prior ILAS. This Agreement constitutes the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. This Agreement shall supersede and replace the Torguson Park ILA and the Tollgate Farm ILA. The Tennant Trailhead Agreements and the South Fork Landing ILA between the City and the District remain in full force and effect. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.
20. Term and Termination. The term of this Agreement shall commence on the date first shown above and shall be in effect for a period of twenty (20) years. This Agreement will automatically renew for successive ten (10) year terms. Either party may elect to terminate this Agreement prior to the expiration of any term by providing written notice to the other party at least 12 months prior to the proposed termination date.
21. Filing with Auditor and Interlocal Cooperation Act Compliance. This Agreement shall be filed with the King County Auditor or listed by subject on the City's website or other electronically retrievable public source, pursuant to RCW 39.34.040. No separate legal entity has been created pursuant to this Agreement, and the City and District do not intend to jointly acquire or hold title property under the terms of this Agreement.
22. Insurance.
 - a. The City shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name the District as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the City's membership in a municipal self-insurance pool, including evidence of limits of coverage, exclusions, and limits of liability satisfactory to the District.

- b. The District shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name the City as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the District's membership in a municipal self-insurance pool including evidence of limits of coverage, exclusions, and limits of liability satisfactory to the City.
 - c. Property Insurance. The parties agree that they will follow the recommendations of the Association of Washington Cities RMSA regarding which entity should carry property insurance on the various buildings and improvements on the Parks.
23. Dispute Resolution. If a dispute arises between the parties concerning the performance of any provision of this Agreement or the interpretation thereof, the parties agree to follow the procedures set forth herein. It is the goal of the parties to resolve differences as early in this step-process as possible.
- a. Step One – Informal Discussions. Each party shall designate a representative, and the designated representatives shall meet and attempt to resolve the dispute. This step may involve more than one meeting.
 - b. Step Two – Written Notification and Resolution. If informal discussions are not successful, then the aggrieved party shall send, via U.S. certified mail, written notice of the dispute to the other party as set forth in Section 25 of this Agreement. The notice shall set forth the nature of the dispute and the desired outcome. A written response shall be provided by the recipient of the notice within ten (10) days' receipt of the certified, mailed notice. The response to the notice shall include the respondent's version of the dispute and a proposed resolution. The parties shall then meet within ten (10) business days following respondent's answer to determine whether the dispute can be resolved amicably. If the dispute is amicably resolved, the parties shall sign a memorandum of understanding with regards thereto.
 - c. Step Three – Mediation. If the parties are unable to resolve their differences at Step Two, the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be agreeable to the parties. Mediation shall be non-binding but a condition precedent to having the dispute resolved pursuant to Step Four - Arbitration, below. Mediation shall commence, unless otherwise agreed, within thirty (30) calendar days of a party's written request to the other party for mediation of a dispute. Any resolution of the dispute at this stage shall be reduced to writing and, if the resolution involves an interpretation of the Agreement herein, the Agreement herein shall be amended to include the interpretation.
 - d. Step Four – Arbitration. If the parties are unable to resolve their differences at Step Three, any dispute arising under this Agreement will be resolved by

arbitration. A written notice requesting arbitration must be delivered to the other party. The parties will select an arbitrator by mutual agreement. If the parties cannot agree on an arbitrator within ten (10) business days after service of the arbitration request, then the dispute shall be referred to Judicial Arbitration and Mediation Services, Inc. (“JAMS”), and an arbitrator will be selected either by agreement of the parties or at random by JAMS if the parties cannot agree upon an arbitrator.

- 24. Discrimination Prohibited. Neither party shall discriminate against any employee or any person seeking service under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental or physical handicap.
- 25. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 26. Administrators/Notices. The Administrators listed below, or their successors, shall be the contact persons responsible for all notices and communications regarding the performance under this Agreement. Any notices required to be sent pursuant to this Agreement shall be mailed as follows:

CITY OF NORTH BEND

SI VIEW M.P.D.

David Miller
City Administrator
P.O. Box 896
North Bend, WA 98045

Travis Stombaugh
Executive Director
P.O. Box 346
North Bend, WA 98045

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below.

CITY OF NORTH BEND

SI VIEW METROPOLITAN PARK DISTRICT

By: _____
Mary Miller, Mayor

By: _____
Executive Director, Travis Stombaugh

Date: _____

Date: _____

Attest: _____
Susie Oppedal, City Clerk

Attest: _____

Approved As To Form:

Approved As To Form:

Kendra Rosenberg, City Attorney

, District Attorney



City Council Agenda Bill

SUBJECT:	Agenda Date: August 20, 2024	AB24-074
Motion Authorizing a Third Amendment to the Lease Agreement with Washington State Department of Fish and Wildlife (DFW) for Partial Use of Former CED Annex Building	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	X
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
Cost Impact: +\$16,000 (revenue generating for City)	Public Works – Mark Rigos	X
Fund Source: N/A	Information Technology – Phillip Davenport	
Timeline: July 1, 2024		
Attachments: Proposed Third Amendment to Lease Agreement		

SUMMARY STATEMENT:

The City of North Bend owns the building and property at the former Community & Economic Development (“CED”) Annex site located at 126 East 4th Street, North Bend, WA 98045 (tax parcel number 380800-0052). The site area is 3,905 square feet (0.90 acres). The former CED Annex was built in 1958 and the internal office area is 2,736 square feet. It contains a mini kitchen, two restrooms, six or seven office areas, several closets, and three common areas. Before it was used as the CED Annex it served as the City of North Bend’s library.

Starting in May 2021, the former CED Annex was leased to Washington State Department of Fish and Wildlife (“DFW”). The current lease includes two offices, a conference room, a large closet functioning as a storage room, and use of common areas including break rooms, a kitchenette, and other common open areas. The attached proposed third amendment renews existing terms and extends the lease until June 30, 2025.

This proposed third amendment to the lease agreement provides the following:

1. The City will continue to pay HVAC (electrical), janitorial, solid waste, water, sanitary sewer and outdoor maintenance (lawn mowing) costs.
2. The lease term is one year, running from July 1, 2024, to June 30, 2025. The lease rate remains unchanged at \$1,333.33/month or \$16,000/year. Because this is only a one-year lease term, a formal market analysis was not conducted. The market analysis performed in late 2021 was the basis for the rate charged in 2022 and 2023.

The Snoqualmie – North Bend Police Department previously used part of this space, however, no longer is in need of this space, so it is possible that the remaining area inside the building could be leased to another outside public agency. The property covenant stipulates that the space can only be used by a public entity. At this time, no other public agency has expressed interest in use of the remaining areas of the building.

Council approval of this third amendment to the lease agreement is required because the Council body must authorize dispositions of real property interests, including real property leases.

ALTERNATIVES:

Alternative #1: Do not approve.

Description: Do not renew lease.

Business Impacts: City would forego lease revenue and the building would sit vacant.

City Council Agenda Bill

<p><u>Recommendation:</u> Do not recommend.</p> <p>Alternative #2: Approve third amendment and extend lease as proposed.</p> <p><u>Description:</u> Extends lease to Washington State DFW for another year through June 30, 2025.</p> <p><u>Business Impacts:</u> City continues to receive lease revenue; continued positive relationship with the Washington State DFW.</p> <p><u>Recommendation:</u> Recommend Council approval.</p>		
<p>APPLICABLE BRAND GUIDELINES: Economic viability/balanced budget; Consistent delivery of quality basic services.</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance and Administration Committee reviewed this agreement at its meeting on August 13, 2024 and recommended approval and placement on the Consent Agenda.</p>		
<p>RECOMMENDED ACTION: MOTION to approve AB24-074, authorizing the Mayor to execute and administer a Third Amendment to the Lease Agreement with Washington State Department of Fish and Wildlife (DFW) for use of Former CED Annex Building, in a form and content approved by the City Attorney.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 20, 2024		

**THIRD AMENDMENT TO THE
LEASE AGREEMENT BY AND BETWEEN
THE CITY OF NORTH BEND AND THE
WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE**

THIS THIRD AMENDMENT (“Third Amendment”) to the Lease Agreement by and between the City of North Bend, a municipal corporation, hereinafter referred to as (“Lessor”), and the Washington State Department of Fish and Wildlife, hereinafter referred to as the (“Lessee”), effective May 1, 2021, relating to the lease of a portion of the City’s Community and Economic Development Annex and subsequent First and Second Amendments, dated May 12, 2023, and July 27, 2023, respectively (collectively “Agreement”), is made in consideration of the mutual benefits and conditions hereinafter specified and allowed by Section 3 of the Agreement.

1. Section 3 of the Agreement, “Lease Term,” is hereby amended to read as follows:

3. Lease Term. The term of this Agreement shall be effective on the 1st day of July, 2024 (“Effective Date”), and end on the expiration of the 30th day of June, 2025, unless otherwise renewed, extended, terminated or otherwise modified. At any time prior to the expiration of the Agreement, this Agreement may be renewed upon written mutual agreement between the parties hereto.

All other terms and conditions remain as provided in the original Agreement, as amended, in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Third Agreement as of the 2nd day of July, 2024.

CITY OF NORTH BEND

WASHINGTON STATE DEPARTMENT
OF FISH AND WILDLIFE

BY: _____
Mary Miller, Mayor

BY: Michele Brady
Michele Brady, Facilities Manager



City Council Agenda Bill

SUBJECT:		Agenda Date: August 20, 2024	AB24-075
Motion Authorizing Contracts with FCS Group and Pacifica Law Group for a Tax Increment Area Formation Study	Department/Committee/Individual		
	Mayor Mary Miller		
	City Administrator – David Miller		
	City Attorney – Kendra Rosenberg		
	City Clerk – Susie Oppedal		
	Administrative Services – Lisa Escobar		
	Comm. & Economic Development – Rebecca Deming		
	Finance – Martin Chaw		X
Cost Impact: \$60,000. (\$44,870 FCS GROUP; \$15,130 Pacifica Law)	Public Works – Mark Rigos		
Fund Source: Economic Development Fund.	Information Technology – Phillip Davenport		
Timeline: 7-10 month study completion.			
Attachments: FCS Proposal, Pacifica Law Group Engagement Letter & Rates			
SUMMARY STATEMENT:			
<p>The City General Fund receives 80 percent of its funding from five major sources of revenue: property taxes, sales taxes, utility taxes, development fees, and business licenses. Growth in these sources of revenue are critical to maintaining current levels of service to the community. In addition, economic development was cited as the number one priority by the community to bring needed jobs, goods, and services for local residents and to raise tax revenue to meet current debt obligations, provide essential services, and support long-term fiscal sustainability.</p> <p>In late 2023, the City engaged FCS GROUP (FCS), a consulting firm based out of Redmond WA, to assist the City in preparing a long-term financial sustainability and economic development strategy. A recommendation from the strategy, developed in partnership with City Council, is to create a Tax Increment Area, authorized under RCW 39.114.</p> <p>Tax Increment Financing (TIF) is a finance and economic development tool that cities (and other local governments) can use to fund public infrastructure in targeted areas to encourage and catalyze private development and investment. As outlined in state law, a local government wishing to utilize TIF must designate an "increment area" surrounding the site of the public improvements. The increase in the assessed value of property taxes within the increment area is then allocated towards paying for the public improvement costs.</p> <p>To create a tax increment area, a city must:</p> <ul style="list-style-type: none"> - Prepare a project analysis of the proposed TIF area. The analysis should include goals, TIF duration, identification of parcels, expected private investment, proposed public improvements, potential job creation from development, and assess value of the increment area. - Hold at least two public hearings to gather public input about the proposed TIF. - Submit a project analysis to the Washington State Treasurer. The Treasurer must complete its review and submit its finding to the local government within 90 days. - Adopt an ordinance designating an increment area and describing the public improvements proposed to be paid for with tax allocation revenues. <p>Moreover, no more than two active increment areas are authorized at any given time. And the increment area may not have an assessed valuation of more than \$200 million or more than 20 percent of the total assessed valuation of the city, whichever is less. If more than one increment area is designated, the combined assessed valuation cannot exceed these same limitations. Finally, a sunset date must be established for the increment area, and no later than 25 years from the first year in which tax allocations are collected.</p>			

City Council Agenda Bill

On July 23, staff facilitated a workstudy with the City Council and FCS to review the tax increment financing tool in greater detail. During this meeting, the City Council directed staff to proceed in working with FCS to develop a scope of work and budget to formally complete a TIF analysis and to create and submit a project analysis to the Washington State Treasury, consistent with the requirements of RCW 39.114.

At the City's request, FCS prepared a proposed scope of work and budget. The proposed scope of work includes:

Task 1: Project kickoff and development of key assumptions. This meeting will include developing initial project assumptions including identifying preliminary boundaries of an increment area(s), identifying current and future anticipated development, and identifying public improvements needed.

Task 2: Prepare TIF alternatives. This includes preparing and quantifying a multi-year financial analysis consistent with the requirements of RCW 39.114, including the assessed value of the increment area, public improvements, and anticipated private developments, and the anticipated increase in assessed value as a result.

Task 3: Prepare draft TIF feasibility report, consistent with the requirements of RCW 39.114.

Task 4: Final report and documentation.

The proposed study is expected to take up to 10 months to include the review by the Washington State Treasurer and City Council ordinance adoption. The proposed project budget is not to exceed \$60,000 and includes \$44,870 for FCS to prepare the proposed study and \$15,130 for Pacifica Law Group for legal advisory services as it relates to debt financing of identified public improvements. Both FCS and Pacifica Law Group are available to begin work immediately in order to establish a TIF in North Bend by July 1, 2025

ALTERNATIVES:

Alternative #1: Do not approve TIF analysis.

Description: Do not authorize Mayor to proceed with the TIF analysis.

Business Impacts: Economic development is key to increasing the revenue capacity of the City as well as promoting opportunity, good jobs, and sound and diversified economy. TIF is an opportunity to catalyze broad based economic growth. Without a TIF the City's ability to realize increases in revenues to fund service levels will be limited.

Recommendation: Do not recommend.

Alternative #2: Conduct study using in-house resources.

Description: Direct staff to complete study in house.

Business Impacts: While staff could complete the technical and project analysis for submission to the Washington State Treasurer, staff lacks the technical expertise and does not have the capacity to complete the analysis while supporting other critical projects and initiatives.

Recommendation: Do not recommend.

Alternative #3: Engage FCS and Pacifica Law to prepare a TIF project analysis.

Description: Direct the Mayor to enter into a contract with FCS and Pacifica Law to prepare a TIF project analysis.

Business Impacts: FCS has previously prepared TIFs for other jurisdictions and therefore has the technical expertise to complete the analysis for submission to the Washington State Treasurer. Moreover, FCS and Pacifica Law has the capacity to complete the study in a timeline manner in order to establish a TIF by July 1, 2025. By contracting with FCS and Pacifica Law, the City will be able to take advantage of their professional expertise and experience and to prepare the analysis efficiently and effectively.

City Council Agenda Bill

<p><u>Recommendation:</u> Recommend authorizing the Mayor to enter into a contract with FCS GROUP and Pacifica Law to prepare a TIF project analysis, consistent with the requirements of RCW 39.114.</p>		
<p>APPLICABLE BRAND GUIDELINES: Economic viability/balanced budget; Consistent delivery of quality basic services.</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance and Administration Committee reviewed this item at its meeting on August 13, 2024 and recommended approval and placement on the Consent Agenda.</p>		
<p>RECOMMENDED ACTION: MOTION to approve AB24-075, authorizing the Mayor to execute contracts related to a Tax Increment Area Formation Study with FCS Group, in an amount not to exceed \$44,870, and Pacifica Law Group, in an amount not to exceed \$15,130, both in a form and content acceptable to the City Attorney.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 20, 2024		



July 31, 2024

Martin Chaw, Finance Director
City of North Bend
930 SE Cedar Falls Blvd.
North Bend, WA 98045

Re: North Bend Tax Increment Area Formation Study (the "Project")
Proposal to provide professional services.

Dear Mr. Chaw:

We are pleased to submit this Proposal to provide assistance with forming a tax increment area within the City of North Bend. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between FCS and the City of North Bend (the "Client").

PRIOR EXPERIENCE

FCS has a very good understanding of the City of North Bend's community development policies and financial objectives—based on successful completion of several financial, economic and planning studies for the City since 2012.

FCS also has unique expertise in assisting jurisdictions in Washington State with formulating Tax Increment Areas. Over the past two years, we have successfully prepared Tax Increment Area Feasibility Reports for the City of Arlington and the City of Goldendale, Washington. In addition to our prior and ongoing work experience with the City, FCS principal Todd Chase, has successfully created tax increment areas around the United States, including jurisdictions located in Oregon, Washington and Ohio. Todd Chase will also serve as lead principal and project manager for this assignment. With assistance from FCS senior analyst Devin Tryon and other support staff located in Redmond, Washington.

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees are described below.



**North Bend Tax Increment Financing Feasibility Analysis
Scope of Work**

Objective: Determine the RCW 39.114.020 regulatory and formation requirements for establishing a tax increment area within the City of North Bend. Identify increment area(s) and evaluate potential value creation and supportable debt, impacts on affected taxing districts, and potential uses of funds.

Task 1. Key Assumptions

At the beginning of the project, FCS GROUP will attend an initial “kickoff” meeting and site tour with the City’s project team. Ideally, this meeting would include representatives from departments that address financial, engineering, planning and administrative issues. This meeting will establish a foundation for the project, focusing the efforts of the project team. It will cover the project scope, objectives, deliverables, schedule, and appropriate lines of communication.

The initial meeting will discuss and identify baseline assumptions regarding:

- Preliminary Boundaries for the Increment Area based on site tour and review of preliminary development opportunity maps provided by the City.
- Current and Future Anticipated Development Conditions within the Increment Area
- Public Improvements Needed and Related Capital Cost Assumptions

Deliverables by FCS

- Updated project schedule with task completion and key milestone review points.
- Meeting Notes that describe initial project assumptions.

Task 2. TIF Alternatives Analysis

The alternatives analysis enables the City to plan for the future proactively by evaluating and quantifying the sensitivity associated with changes in the underlying assumptions. It is a tool that the City can use to craft a TIF district to meet its short and long-term objectives, including (but not limited to) fiscal sustainability and affordability.

As part of this task, FCS will conduct research of other jurisdictions in WA state and compile/review supporting ordinance findings. We will summarize lessons learned from these jurisdictions in a Task 2 Memorandum.

FCS will prepare a multi-year financial analysis that addresses the following RCW 39.114.020 regulatory requirements:

- The increment area(s) may not have an assessed valuation of more than \$200,000,000 or more than 20 percent of the City's total assessed valuation, whichever is less, when the ordinance is passed;
- The public improvements proposed to be paid or financed with tax allocation revenues are expected to encourage private development within the increment area and to increase the assessed value of real property within the increment area;
- Private development that is anticipated to occur within the increment area as a result of the proposed public improvements will be permitted consistent with the permitting jurisdiction's applicable zoning and development standards;
- The private development would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future without the proposed public improvements; and



- The increased assessed value within the increment area that could reasonably be expected to occur without the proposed public improvements would be less than the increase in the assessed value estimated to result from the proposed development with the proposed public improvements.

Deliverables by City

- Maps and existing King County assessor data (Excel tables) depicting TIF boundary alternatives and listing affected tax lots within each boundary along with any supporting information contained in the county assessor database.
- Identification and coordination with key stakeholders and affected property owners.

Deliverables by FCS

- Memorandum identifying increment area alternatives analysis and lessons learned from other jurisdictions.
- Project Review Video Conference with City representatives.
- Support city staff by participating remotely during interview or meetings with affected property owners (up to 8 one-hour meetings anticipated).

Task 3. Draft TIF Feasibility Report Findings

FCS will prepare a report that documents key project assumptions, analysis results, findings and next steps. The report will address RCW 39.114.020 regulatory requirements for establishing a tax increment area within the City, including:

- (a) A statement of objectives of the local government for the designated increment area;
- (b) A statement as to the property within the increment area, if any, that the local government may intend to acquire;
- (c) The duration of the increment area;
- (d) Identification of all parcels to be included in the area;
- (e) A description of the expected private development within the increment area, including a comparison of scenarios with the proposed public improvements and without the proposed public improvements;
- (f) A description of the public improvements, estimated public improvement costs, and the estimated amount of bonds or other obligations expected to be issued to finance the public improvement costs and repaid with tax allocation revenues;
- (g) The assessed value of real property listed on the tax roll as certified by the county assessor under RCW [84.52.080](#) from within the increment area and an estimate of the increment value and tax allocation revenues expected to be generated;
- (h) An estimate of the job creation reasonably expected to result from the public improvements and the private development expected to occur in the increment area; and
- (i) An assessment of any impacts and any necessary mitigation to address the impacts identified on the following:
 - Affordable and low-income housing;
 - The local business community;
 - The local school districts; and
 - The local fire service.

Deliverables by City

- Coordination with independent bond counselor.



Deliverables by FCS

- Draft Tax Increment Feasibility Report
- Project Review presentation with City council (in person meeting)
- Submit Feasibility Report to WA State Treasurer
- Coordination with WA State Treasurer representatives
- Support city staff with coordination meeting with bond counselor

Task 4. Final Report Documentation and Presentations

Based on the input received from city review of the draft report, FCS will revise the report and prepare a summary presentation that highlights key findings along with action steps/schedule for proceeding with implementation and adoption.

Deliverables by City

- Final Maps and existing King County assessor data (Excel tables) depicting TIF boundary and list of affected tax lots within each boundary along with any supporting information contained in the county assessor database.

Deliverables by FCS

- Final Tax Increment Feasibility Report
- Project Summary Presentation
- In-person Presentation (to City Council or Advisory Board)

Project Schedule and Budget

This work program shall be completed over a 7-10 month time frame from notice to proceed, with all work starting not later than August 22 with draft report provided no later than December 31, 2024. A draft outline of major work deliverables and time frames is attached.

FCS will complete this scope of work for a total not-to-exceed budget of \$44,870. An estimate of budget by work task is provided below.

Work Task	T. Chase, Principal \$305	T. Wood, Deputy PM \$225	Sr. Analyst \$175	Support \$95	Total Estimated Hours	Labor Budget
Task 1. Key Assumptions	8	10	14	4	36	\$7,520
Task 2. Alternatives Analysis	14	24	40	2	80	\$16,860
Task 3. Draft Report	12	24	28	4	68	\$14,340
Task 4. Final Report and Presentation	12	0	8	2	22	\$5,250
Total Labor:	46	58	90	12	206	\$43,970
Expenses						\$900
TOTAL LABOR & EXPENSES	46	58	90	12	206	\$44,870



EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Traffic Engineering reports;
- Jurisdictional delineation or Nationwide 404 permits;
- Legal or title analysis of property ownership or easement rights;
- Environmental assessments;
- Items not specifically delineated in Scope.

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out-source delivery (i.e. DHL, FedEx) costs
- Fees and expenses of special consultants as authorized by the Client
- Travel to/from meetings with the City

REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall provide the following items in a timely manner and at no expense to FCS:

- GIS maps and related Excel tabular output for each TIA boundary alternative
- Capital improvement planning assumptions for potential TIA projects

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., Bowman will notify the Client that additional scope of work and fees are required and will obtain the Client’s written approval prior to proceeding with any additional work.

FCS Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.



Please indicate your acceptance of this proposal by executing below and returning a copy to this office.
Thank you for the opportunity to provide services to City of North Bend

Respectfully,

Todd Chase, LEED^{AP}
Principal

City of North Bend hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes FCS to proceed with the Project, and the undersigned represents that he or she is authorized by City of North Bend to so execute this Proposal.

City of North Bend

By: _____
(Signature)

Printed Name: _____

Title: _____ Date: _____



DRAFT OUTLINE OF MAJOR DELIVERABLES AND RESPONSIBILITIES

The following table outlines our understanding of major deliverables and project responsibilities. These items shall be refined as necessary during Task 1.

Month	Date	City Administrative Actions	Council Actions	Consultant Actions	Developer/ Stakeholder Input	Deliverables/ Work Products
0	Aug 2024	Finalize Work Plan	Approve Work Plan	Assist City staff		Work Plan & Schedule
1	Sep	Prepare TIA Boundary Maps		Assist City staff		TIA Boundary Maps Alts.
2	Oct	Finalize TIA Boundaries Draft TIF CIP Projects	Interim Work Session	Power Point Pres.	Coordination mtgs	Refine TIA Maps and CIP
3	Nov	Review TIA Rev. Analysis Obtain Bond Counsel Input		Technical Analysis		PPT Presentation
4	Dec	Review Draft TIA Report	Interim Work Session	Draft TIA Report		Draft TIA Report
5	Jan 2025	WA State Review		Send Draft Report to State Treasurer		Revise TIA Report
6	Feb	WA State Review		Coordinate with State	Coordination mtgs.	
7	Mar	WA State Treasurer Input	Interim Work Session	Revise Draft TIA Report		Finalize TIA Report
8	Apr	Staff Report & Pres.	Public Hearing #1	Assist City staff	Public Input	PPT Presentation
9	May	Staff Report & Pres.	Public Hearing #2	Assist City staff	Public Input	PPT Presentation
10	Jun		Optional Hearing date			



T 206.245.1700
1191 2nd Avenue, Suite 2000
Seattle, WA 98101-3404
pacificallawgroup.com

May 19, 2022

David E. Miller, AICP
City Administrator
City of North Bend, Washington
920 SE Cedar Falls Way
North Bend, WA 98045

Re: City of North Bend – Legal Services

Dear Dave:

Thank you for selecting Pacifica Law Group LLP to provide bond counsel legal services to the City of North Bend (the “City”). This letter will also apply to any additional matters that we undertake at your request, unless otherwise specified in a separate engagement letter addressing that matter.

Our fees for bond counsel services, as described in the attached Scope of Services, are based on the size of the bonds actually issued. Stacey Lewis (bond partner), Alison Benge (bond partner, specializing in Federal tax law), and I will be the main contacts for City bond matters. I will have primary oversight for Pacifica Law Group’s representation of the City, but we assign other firm lawyers and paralegals when necessary, beneficial or cost-effective and when desirable to meet the time constraints of the matter. You can reach me at the office at 206.245.1716 or any of the attorneys or other staff at Pacifica Law Group at 206.245.1700.

We have attached a proposed fee schedule for City bond issues. We will not separately charge the City for responding to questions related to City bond issues – including questions regarding post issuance compliance, federal tax law requirements, and other matters – without your prior approval. Payment of such legal fees shall be contingent upon closing of the bond issue and shall be payable based upon an invoice to be delivered to the City after closing. Fixed fee rates may be adjusted not more frequently than annually. Please let us know if you would like to discuss the proposed fees - we are committed to finding an arrangement that works for City.

For special projects and with your prior approval, we propose to provide services on an hourly basis. Our proposed hourly 2022 rates are attached to this letter. These rates reflect the discount off standard rates we customarily offer public and not-for-profit clients. Billing rates may be adjusted not more frequently than annually, usually on January 1. Services performed after the effective date of the new rates will be charged at the new applicable rates. We do not charge for costs incurred internally (photocopying, long distance telephone charges, electronic legal research services and the like). However, to the extent we incur costs from outside vendors directly related to City work, these costs will be passed through to you without mark-up. We issue invoices for hourly fees and disbursements on a monthly basis.

May 19, 2022

Page 2

As lawyers, we are of course regulated by ethical rules, including rules governing conflicts of interest, in the jurisdictions in which we practice. Based on our review of our records, the representation of the City as of the date of this letter does not create a conflict of interest for Pacifica, however, we may serve as outside counsel and/or bond counsel to other municipalities that interact and/or contract with the City (such as the City of Snoqualmie, Snoqualmie Valley School District, King County, cCityGov, the South Correctional Entity, NORCOM, Fire District No. 38, and Si View Park and Recreation District), and we serve as underwriter's counsel from time to time to underwriting firms (such as Barclays Capital Inc., Piper Sandler & Co., Wells Fargo, RBC Capital Markets, Goldman Sachs & Company, Citigroup, and D.A. Davidson) on matters unrelated to the City's bonds. We would not serve as underwriter's counsel on transactions involving the City when we were serving as bond counsel to the City. Your signature below constitutes the City's consent to such representation. We agree not to use any proprietary or other confidential nonpublic information concerning the City acquired by us as a result of our representation of the City to the City's material disadvantage in connection with any litigation or other matter in which we are adverse to the City.

Please let me know immediately if there are other adverse or potentially adverse party names to check, or other names that you believe we should check. If you learn about significant name changes of any of the entities or about additional adverse or potentially adverse parties, please advise us so our records can be updated. Our representation of the City does not include acting as counsel for any entity in which the City holds equity or any subsidiary, affiliate, equityholder, employee, family member or other person unless such additional representation is separately and clearly undertaken by us.

During our representation of the City, there may from time to time be issues that raise questions as to our duties under the rules of professional conduct that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our Professional Standards Counsel, Loss Prevention partners or Professional Standards Conflicts Attorneys who are experts in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict of interest between client and attorney and that an attorney's consultation with its counsel may not be privileged, unless the attorney either withdraws from the representation of the client or obtains the client's consent to consult with its counsel.

We believe that it is in our client's interests, as well as Pacifica Law Group's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of the City, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either Pacifica Law Group's internal counsel or, if we choose, outside counsel) we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that Pacifica Law Group may have to protect the confidentiality of our communications with counsel.

May 19, 2022
Page 3

This letter confirms the terms and conditions on which Pacifica Law Group LLP will provide legal services to the City. Unless otherwise agreed in writing, the terms of this letter will also apply to any additional matters that we undertake at the City's request. If this letter correctly sets forth our understanding, please sign and date a copy of this letter and promptly return it to me. If you have any questions about this letter or generally about our services or bills, please call me at any time.

We look forward to working with you and thank you for placing your confidence in Pacifica Law Group.

Sincerely yours,

PACIFICA LAW GROUP LLP



Deanna Gregory
Partner

ACCEPTED AND AGREED:

CITY OF NORTH BEND


Its: CITY ADMINISTRATOR

Date: 5/23/2022

Enclosures

May 19, 2022
Page 4

SCOPE OF SERVICES

As bond counsel, Pacifica Law Group (the "Law Firm") shall provide all necessary legal services necessary to issue bond, notes and other evidences of indebtedness, including but not limited to:

- Draft and distribute election documents, if needed
- Assist in the development or review of a distribution list and proposed schedule, flagging key notice, action and document deadlines
- Gather appropriate facts regarding the financing and the proposed project, generally through an in-person kick off or "scoping" meeting
- Conduct federal and state law analysis; review election documents
- Assess financing options and work with underwriters, placement agents, lenders and financial advisors to consider legal issues
- Review existing covenants and assess benefit of springing covenants
- Draft and distribute bond (and, if requested, disclosure and/or RFP) documents
- Revise, discuss, and explain documents
- Arrange and participate in conference calls and meetings with City staff and other members of the finance team, as necessary, to follow up on issues identified at the scoping meeting or to review document drafts
- Present documents to, and answer questions from, the City Council and other groups
- Complete appropriate tax due diligence analysis
- Review the results of pricing, answer legal questions from potential investors/lenders, and draft or comment on the bond purchase agreement, loan agreement or continuing covenant agreement
- Prepare closing certificates, prepare and print the notes or bonds, and deliver bond opinions (legality and enforceability of bonds or notes, tax opinion if tax-exempt obligation, supplemental opinion if required, defeasance opinion if required, and disclosure letter if required)
- Deliver hard (upon request) and electronic copies of the final transcript to the finance team
- Coordinate with City staff on post-issuance compliance obligations (state, federal tax, and securities law) as necessary
- Work cooperatively with the City Attorney's Office and other special legal counsel retained by the City for special projects involving the issuance of bonds, closing of bond transactions, tracking of bond proceeds and related issues

FEE SCHEDULE

Bond Counsel Fee	Issue Size (par, plus net original issue premium, if any)	General Obligations	Revenue Obligations	LID Assessment Obligations
		Less than \$1,000,000	\$14,000	\$16,000
	\$1,000,001-\$5,000,000	\$18,000	\$20,000	\$22,000
	\$5,000,001-\$10,000,000	\$22,000	\$24,000	\$26,000
	\$10,000,001-\$15,000,000	\$26,000	\$28,000	\$27,000
	\$15,000,001-\$20,000,000	\$30,000	\$32,000	\$34,000
	\$20,000,001 and above	\$34,000	\$36,000	\$38,000

All bond counsel fees, costs and expenses are included in the fee matrix above. Bond counsel fees include all of our work related to the bond issue (including but not limited to document preparation, state and federal tax law analysis, attending finance team and Council meetings, expenses, costs, delivering the final opinion, answering questions during and between bond issues, and providing other services as outlined in the Scope of Services), unless another fee arrangement is agreed to by the City. The fee matrix may be adjusted, not more frequently than annually, with prior City approval.

For bank loans, depending on the complexity of the loan documents involved, we may discount our fixed fee by a percentage (e.g. charge 85% of our fixed fee above). For refunding issues, we typically charge 115% of the regular fee schedule.

Disclosure Counsel Fee
For publicly sold transactions, such as with an underwriter, we propose an additional fee of \$15,000 per bond issue to serve as Disclosure Counsel (prepare the preliminary and final official statements and deliver a separate 10b-5 letter to the City addressing securities laws) upon request. *Note, we will only serve as disclosure counsel and charge a corresponding fee if requested to do so by the City.* Providing comments on the preliminary and final official statements when such documents are prepared by another party (e.g. underwriter or financial advisor) is included in our bond counsel fee.

Other fees
We propose to charge a discounted hourly public entity rate for all Pacifica attorneys performing work for the City that cannot be allocated to our role as bond counsel (and therefore be absorbed in the fee matrix above). Such work will only be performed at the request and with the consent of the City. Hourly work may include assisting with an IRS audit, providing real estate advice, drafting non-bond ballot measures, assisting with special research projects and/or litigation, and negotiating development agreements.

Our 2022 (effective January 1, 2022) public sector rates are below. Hourly rates are subject to annual adjustment.

<u>Name</u>	<u>2022</u>
Alison Benge	\$500
Deanna Gregory	\$400
Stacey Lewis	\$445
Toby Tobler	\$260
Katherine Van Gunst	\$245

Item	Description	Amount	Category
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T 206.245.1700
1191 2nd Avenue, Suite 2000
Seattle, WA 98101-3404
pacificalawgroup.com

August 14, 2024

Martin Chaw
Finance Director
City of North Bend, Washington
920 SE Cedar Falls Way
North Bend, WA 98045

Re: City of North Bend - Legal Services – 2024 Hourly Rates

Dear Martin:

As you requested, below are 2024 hourly billing rates for certain members of our public finance team. These rates reflect our discounted rates applicable to public entity clients. Our billing rates may be adjusted not more frequently than annually, usually on January 1.

	Hourly Rate
Stacey Lewis (public finance)	\$500
Deanna Gregory (public finance)	\$440
Toby Tobler (public finance)	\$295
Alison Bengel (federal tax)	\$540
Kristin Patterson (paralegal)	\$190

Please let me know if you need anything further. Thank you.

Regards,

Deanna Gregory



City Council Agenda Bill

SUBJECT:	Agenda Date: August 20, 2024	AB24-076
Motion Authorizing a Contract with Center for Public Safety Management, LLC for a Police Services Study	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	X
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	X
	Public Works – Mark Rigos	
Cost Impact: \$60,000	Administrative Services Director – Lisa Escobar	X
Fund Source: General Fund		
Timeline: Immediate		
Attachments: Proposal		

SUMMARY STATEMENT:

The City of North Bend has been under contract through an Interlocal Agreement (ILA) with the City of Snoqualmie to provide police services. The ILA expires in December 2024 and will require an extension of the current ILA or a renegotiated ILA. The City of Snoqualmie has recently re-negotiated a contract with the Snoqualmie Police Association. The City of North Bend is currently evaluating the impact of the new contract on the budget and possible alternative delivery systems for police services.

During the Decision Card process, the City Council identified the police services study as a Council priority. The study will focus on alternatives for police services in terms of cost, level of service to the community and other metrics. A Request for Proposals (RFP) was prepared to solicit proposals. One proposal was submitted, and it was very well done. The proposal was reviewed by Londi Lindell (City consultant), Craig Shwartz (Police chief and City consultant), Kendra Rosenberg (City Attorney), Martin Chaw (Finance Director), and David Miller (City Administrator) and all parties agreed that it was a quality proposal.

A Professional Services contract has been prepared to hire the selected firm. This item was scheduled to be reviewed by the Finance & Administration Subcommittee on August 13th as the Public Health & Safety Committee cancelled their August 6th meeting, and on to the City Council on August 20th. Due to the length of the August 20th City Council meeting agenda and the fact that the Council has already approved the staff to select a qualified consultant and get the study underway, staff is recommending that this item be included on Council Consent Agenda on August 20th.

Time is of essence to get the study underway. Staff has commenced negotiations with the City of Snoqualmie to prepare a new police services ILA. The results of the Police Service Delivery Study are necessary to enable the City Council to compare alternative delivery systems and make an informed decision with respect to the forthcoming ILA from the City of Snoqualmie. Staff recommends Council approval of the proposed motion.

ALTERNATIVES:

Alternative #1: Do not approve.

Description: Do not approve proposed contract.

Business Impacts: City would forego analysis of potential service delivery alternatives and associated costs and policy considerations.

Recommendation: Do not recommend.

Alternative #2: Approve professional services contract with the Center for Public Safety Management, LLC as proposed.

City Council Agenda Bill

<p><u>Description:</u> City Council motion to approve professional services contract as proposed by staff.</p> <p><u>Business Impacts:</u> The City’s current contract with the City of Snoqualmie represents the City’s single largest cost center and represents about 25 percent (or \$2.5 million) of the City’s annual General Fund budget. An independent analysis of service alternatives is a prudent investment of resources, time and energy and will help the City and City Council understand its alternatives, its respective costs, policy considerations, and make an informed decision as it moves forward in negotiations with the City of Snoqualmie.</p> <p><u>Recommendation:</u> Recommend Council approval of Motion as presented.</p>		
<p>APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance and Administration Committee reviewed this item at its meeting on August 13, 2024 and recommended approval and placement on the Consent Agenda.</p>		
<p>RECOMMENDED ACTION: MOTION to approve AB24-076, authorizing the Mayor to execute and administer a Professional Services Contract for a Police Services Study with Center for Public Safety Management, LLC, in an amount not to exceed \$60,000, in a form and content acceptable to the City Attorney.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 20, 2024		

PROPOSAL FOR

COMPREHENSIVE POLICE ANALYSIS AND EVALUATION

NORTH BEND, WASHINGTON



CPSM®

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
475 K STREET NW, SUITE 702 • WASHINGTON, DC 20001
WWW.CPSM.US • 616-813-3782



Exclusive Provider of Public Safety Technical Services for
International City/County Management Association



Center for Public Safety Management, LLC

June 27, 2024

Lisa Escobar
Administrative Services Director
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

Attention: Police Delivery Services Study

The *Center for Public Safety Management, LLC, (CPSM)* as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal to the City of North Bend, Washington for a comprehensive analysis of its Police Operations.

From the RFP, it is anticipated that major employment centers and new retail opportunities will develop in the future. North Bend has experienced a large residential population growth due to an eight-year water moratorium in the early 2000's and has built out an approved inventory of nearly 900 homes in the past seven years. Presently, there are 354 apartments under construction. The Urban Growth Area has additional land for several hundred single family homes and there are approximately 200 residential units left to build in the incorporated city limits, aside from one off custom homes. The Urban Growth Area will accommodate a maximum of 900 residential units. It is anticipated that the city will reach a population of approximately 12,000 at build out.

The current police service agreement with the City of Snoqualmie is based on a staffing model including twelve percent of the chief and captain's positions, two sergeants, eight sworn officers (resulting in one officer on duty 24 hours a day, 365 days a year), one half of a records clerk, one officer for administrative records purposes and one half of an officer for prisoner transport. Additional services are provided through the Coalition of Small Police Agencies (CSPA) and the Major Crimes Task force (MCTF). An additional Mental Health Officer was added to the force from a state grant and this position is shared 50% to each city.

In addition to this staffing North Bend pays for their share of dispatch calls and its share of the Vehicle Replacement Repair Fund (ERRF). North Bend funded the purchase of four fully equipped Ford Explorer police vehicles and 50% of the cost of a transport van in 2020 and 2021.

The City of North Bend also provides a substation for police services, which is currently located at the city hall annex building on 4th Street and will soon be replaced by a storefront office at the Outlet Mall. The City of North Bend does not fund a portion of the police headquarters building or overhead associated with the headquarters function.

The City of North Bend is to be consulted with proposed hires but retains sole decision-making authority for personnel changes. All employees of the police department are solely the employees of the City of Snoqualmie. The annual cost to the City of North Bend for these policing services for January 1, 2024, through December 31, 2024 is \$2,432,143.

The CPSM approach is unique and more comprehensive than accreditation or competitor studies.

In general, CPSM:

- Follows a standard approach for police, fire, and EMS: we begin with dispatch. The dispatch center is the official "record keeping" for calls for service. CPSM engages the dispatch center for the raw Computer Aided Dispatch Data and extracts the information for analysis of police.
- Our approach is much like a city audit. No one would propose cancelling or not performing an audit; public safety is a critical service function operating 24/7/365 and that consumes a major portion of the budget. Getting the right staffing in the right places at the right time efficiently, effectively, and safely is the ultimate key to all deployment.
- There are two major components to our studies: forensic data analysis and operational analysis.
- The forensic data analysis will identify actual workload and locations of incidents to create a picture of the "as-is" condition of service delivery and service demands. It is data based and we propose to look at the combined current department as well as trying to isolate the activity for North Bend. We have found this can sometimes be difficult, depending on coding and other parameters captured in the Computer Aided Dispatch system.
- We will look at all facets of the department to establish workloads and service demands in all of the component areas (investigations, patrol, evidence, etc). We will utilize GIS to locate calls for service that drive workload to determine the ideal staffing.
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function for policing.
- Examine the existing department's organizational structure and culture.
- Perform gap analysis, comparing the "as is" state of the department to the industry's best practices.
- Recommend a management framework to ensure accountability, increased efficiency, enhanced safety for responders and the community, and improved performance.
- Determine staffing analysis using workload and performance using research conducted by ICMA, IPMA-HR, CALEA, and CPSM.

From this basis, we will then address the questions asked in the RFP using the underlying data to justify many of the decisions. Simply providing information based on "averages" or "hypotheticals" can lead to incomplete or incorrect decisions. CPSM was created and has always focused its process using data so that change can be measured. The question that always should be asked: Did the change improve or degrade efficiency, effectiveness and safety?

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of emergency services subject matter experts along with major academic research. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience from hundreds of projects completed for municipalities nationwide.

The team we assemble for you will be true "subject matter experts" with hands-on emergency services experience, not research assistants or interns.

CPSM has built upon nearly 40 years of research by ICMA and other academic researchers to develop the **CPSM Data Analytic Report™**. While other firms conduct interviews, charettes, and other intelligence gathering, only CPSM combines those processes by forensically analyzing and reporting an agency's workload and performance which incorporates metrics for future analysis of deployment change. CPSM and ICMA developed the "60% rule" that was authored by one of our SME's which serves as one more benchmark for staffing of police agencies and is often cited by CALEA as a best practice. That report is currently being updated by the current CPSM team of researchers.

ICMA has provided direct services to local governments worldwide for more than 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. My colleagues at CPSM and I greatly appreciate this opportunity and would be pleased to address any comments you may have. I will be the authorized signatory on any documents and can be reached at 616-813-3782 or via email at twieczorek@cpsm.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas J. Wieczorek".

Thomas J. Wieczorek
Director

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COMPANY BACKGROUND: THE ASSOCIATION & THE COMPANY

International City/County Management Association (ICMA)

The [International City/County Management Association \(ICMA\)](#) is a 110-year-old, non-profit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to their citizens in an efficient and effective manner. ICMA advances the knowledge of local government best practices with its [website](#), www.icma.org, publications, research, professional development, and membership.

Center for Public Safety Management (CPSM)

The ICMA [Center for Public Safety Management \(ICMA/CPSM\)](#) was launched in 2006 by ICMA to provide support to local governments in the areas of police, fire, and Emergency Medical Services. It has remained focused on public safety issues with the addition of dispatch, strategic planning, and Homeland Security.

The Center also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security. In 2014 as part of a restructuring at ICMA, the Center for Public Safety Management (CPSM) spun out as a separate company and is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA, PERF, IACP, IFCA, IPMA-HR, DOJ, BJA, COPS, NFPA, etc.

The Center for Public Safety Management, LLC maintains the same team of individuals performing the same level of service that it had for ICMA. We use our team of full-time employees and 30 SME's to respond to the team our client has identified. With such expertise, we can evaluate all sizes of organizations that face challenges from every perspective. CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices.

We have conducted over 450 such studies in 46 states and provinces and more than 300 communities ranging in population size 269 (Bald Head Island, NC) to 4.5 million (Maricopa County, Arizona).

RECENT PROJECTS

2023 Projects

Delaware OH
Powell OH
Norristown PA
West Des Moines IA
Kalispell MT
Roanoke VA
Cocoa Beach FL
Alpharetta GA
Celina TX
Maricopa County AZ
Kent County MI
Minot ND
Olympia WA
Plymouth MA
Chattanooga TN
Pulaski County AR
Battle Creek MI

2022 Projects

Brookings
El Mirage
Little Rock
Medford

Myrtle Beach
National City
New Braunfels (NBPD in the file name)
Pembroke Park
Petaluma
Santa Rosa
Sugar Land
Sylvester
Upper Arlington
Yuma

2021 Projects

Darien, CT
Jones Mayer
Wauwatosa, WI
Reno, NV
Sylvester, GA
Oakland, CA
El Mirage, AZ
Medford, OR
Wauwatosa, WI
New Braunfels, TX
Dupage County Forest District

Allen, TX
Little Rock, AR
Petaluma, CA
Upper Providence Township, PA
Culver City, CA
Santa Rosa, CA
National City, CA
Lake Wales, FL
Redwood City, CA
Brookings, SD
Billings, MT
Edmonds, WA
Danville, KY
Barancik Foundation, FL
Myrtle Beach, SC
Yuma, AZ
Brownsville, TX
Pinal County, AZ
Palm Coast, FL
Stearns County, MN
Torrance CA



STATEMENT OF UNDERSTANDING: MEET YOUR TEAM -- POLICE

For this project CPSM will assemble a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations that will enable it to produce the outcomes necessary to provide critical emergency services consistent with the community's financial capabilities. The team will consist of a project manager, one Operations Leader and several senior public safety experts selected from our staff to meet the specific needs of the municipality.

The management organizational chart for the project includes the following key team members



CORPORATE COMPLIANCE POLICE UNIT

PROJECT MANAGER

THOMAS WIECZOREK

Director, Center for Public Safety Management; retired City Manager Ionia, MI; former Executive Director Center for Public Safety Excellence



BACKGROUND

Thomas Wiczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International, Inc.).

He has taught numerous programs for the International City-County Management Association, Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), State of Michigan's Transportation Asset Management Council, and Grand Rapids Community College. He often testified for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction and fire department management. He is the past president of the Michigan Local Government Manager's Association (MLGMA, now MME); served as the vice-chairperson of the Commission on Fire Officer Designation; served as ICMA's representative on the International Accreditation Service (IAS), a wholly owned subsidiary of the International Code Council (ICC); and currently serves on the NFPA 1710 and 1730 committee.

He worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials." It has been presented in 43 states and has been assigned a course number by the DHS. He represents ICMA on the Emergency Management Assistance Compact (EMAC) Board and other fire service participation areas. In 2022 he worked with ICMA to create a FEMA program on economic recovery from disasters for local government managers. It has been delivered via webinar and in person across the United States.

He received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

MANAGING PARTNER

LEONARD A. MATARESE, MPA, ICMA-CM, IPMA-CP

Director of Research and Project Development, Center for Public Safety Management



BACKGROUND

Mr. Matarese is a specialist in public sector administration with expertise in public safety issues. He has 44 years' experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues, he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71 agency, U.S. Customs Service anti-terrorist and narcotics task force and as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director, he has managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations at annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

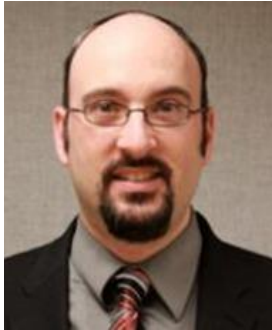
He has a master's degree in public administration and a bachelor's degree in political science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association-Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police and of ICMA.

FORENSIC DATA ANALYSIS TEAM

DATA ASSESSMENT TEAM – PROJECT LEADER

DOV CHELST, PH.D.

Director of Quantitative Analysis



BACKGROUND

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national and international conferences, and participated in workshops across the country.

SENIOR PUBLIC SAFETY SUBJECT MATTER EXPERT -- GIS

DAVID MARTIN, PH.D.

Senior Researcher in the Center for Urban Studies, Wayne State University



BACKGROUND

Dr. Martin specializes in public policy analysis and program evaluation. He has worked with several police departments to develop crime mapping and statistical analysis tools. In these projects, he has developed automated crime analysis tools and real-time, dashboard-style performance indicator systems for police executive and command staff. Dr. Martin teaches statistics at Wayne State University. He is also the program evaluator for four Department of Justice Weed and Seed sites. He is an expert in the use of mapping technology to analyze calls for service workload and deployments.

PUBLIC SAFETY DATA ANALYST

SHAN ZHOU, PH.D.



BACKGROUND

Dr. Shan Zhou specializes in the analysis of police data. Shan brings extensive experience in scientific and clinical data analysis. Prior to CPSM, she worked as an associate scientist at Yale School of Medicine. Shan has a MS in Business Analytics and Project Management from University of Connecticut and a PhD in Cell biology, Genetics and Development from University of Minnesota.

OPERATIONS ASSESSMENT TEAM

POLICE PROJECT MANAGER

CHIEF CRAIG JUNGINGER (RET), BS, MPA

Retired Chief of Police, Gresham, Oregon, former Huntington Beach Police Captain



BACKGROUND

Chief Junginger had over 38 years' experience as a law enforcement professional. He served as the Chief of the Gresham, Oregon Police since December 2008 until his retirement in June 2016. Gresham is a community with a population of 110,000 just to the east of Portland. He led a department of 130 sworn officers and 47 civilian employees, with a budget of \$31 million. He also served on the board of the Oregon Police Chief's Association.

Chief Junginger began his career at the Bell-Cudahy Police department in 1979. He worked as a K-9 Officer, Detective, and Patrol Officer. In 1985 he transferred to the Huntington Beach Police

Department where he remained until his retirement in November 2008. While at Huntington Beach, he was a Patrol Officer, Beach Detail Officer, Field Training Officer, SWAT Officer, Traffic Motor Officers, Community Policing Officer, and Narcotics Detective. In 1999 he promoted to Sergeant where he worked Patrol, Downtown Foot Beat, Support Services, Vice and Intelligence and Internal Affairs. He promoted to Lieutenant in 2003 and worked as the Community Policing Commander responsible for all major event planning, Watch Commander and as the Chief's Executive Officer. In 2007 he promoted to the rank of Captain and was assigned to Administrative Operations consisting of Communications, Budget, Personnel, and Property and Evidence.

He holds a master's degree from California State University, Long Beach, a bachelor's degree from University of La Verne and an associate degree from Rio Hondo Community College.

He attended the FBI National Academy Class 224 in Quantico Virginia, California Post Command College, West Point Leadership Program, POST Executive Development Program and the POST Supervisory Leadership Institute. While in Command College he was published for his article "How will we train police recruits of the millennial generation in the year 2012," and as the Chief of Gresham he was published for an article he authored on leadership.

He was awarded the Medal of Valor in 1989 for his encounter with an armed bank robber.

TEAM LEADS

CHIEF JARROD BURGUAN, B.S., M.A.

Chief of Police, San Bernardino Police Department

BACKGROUND

Chief Burguan served 29 years in local law enforcement, with 10 years of that experience in senior management positions. He retired as the Chief of Police for the San Bernardino (Ca) Police Department in 2019.



During his career, Chief Burguan worked a variety of assignments in the patrol, traffic, investigative and administrative divisions of the department. He has the unique experience of managing a police department through a municipal bankruptcy while maintaining day to day operational effectiveness. He has been an invited speaker at conferences and training events throughout the country and internationally on police response to active shooter events following both an elementary school active shooter in 2016 and the 2015 terrorist attack in San Bernardino.

Since retiring from the department in 2019, Chief Burguan has continued to work as a consultant for municipal government and media organizations and has served as an advisor for the Department of Justice – ICITAP program. He holds a bachelor's degree in business and a Master's Degree in Management from the University of Redlands. He is also a graduate of the California Command College, the FBI's Law Enforcement Executive Development program and the Senior Management Institute for Police through the PERF.

SENIOR ASSOCIATE

CHIEF JOHN E. PEREZ, B.S., M.S., PH.D.

Chief of Police, City of Pasadena Police Department

BACKGROUND



John E. Perez has served as the Chief of Police for the City of Pasadena (CA) since 2018 and has been with the Department since 1985. His 35 years of public safety experience includes an array of specialized assignments in enforcement, special tactics, administration, and community initiatives. He served as the Counter-Terrorism Intelligence Officer immediately after the 9/11 terrorist attack in developing security/safety measures for Pasadena's Tournament of Roses Parade, Rose Bowl, and special events. After serving as the Special Enforcement Section Sergeant and developing policing initiatives in lowering gang violence while improving community trust and confidence, he was appointed by California's Commission on Peace Officer Standards and Training to provide best practices on developing statewide initiatives.

He is the recipient of Mayor's Special Service Award for his work in developing community initiatives and has been twice awarded with the Police Chief's Excellence in Policing merit award. Chief Perez has served in the various ranks of the Department to include Deputy Chief of Police from 2016-2018.

Chief Perez led the development of several internal initiatives that decreased the use of force by 50% through immersive training and self-improvement from use of Body-Worn Camera (BWC), as well other initiatives to increase community awareness of policing challenges through programs such as "Policing 101" and "Community Conversations" – each intended to develop and educate community members, youth, and the media on policing topics as well as learning from the community.

Chief Perez serves on the Pasadena Educational Foundation, Patron Saints Foundation, and is a graduate of the California Peace Officers and Standards Executive Management School as well as holding a POST executive certificate. Chief Perez possesses a bachelor's degree in Criminal Justice, a master's degree in Behavior Science, and a PhD in Public Administration. He serves on the board of the California Police Chiefs Association and the National Police Foundation.

SENIOR ASSOCIATE

VICTOR LAURIA

Retired Assistant Police Chief, Novi Police Department



BACKGROUND

Victor Lauria retired as an Assistant Chief of Police with the Novi Police Department after serving the community for nearly 28 years. Over the course of his career, he has served in a wide variety of positions which include police officer, K-9 handler, detective, undercover narcotics detective, crisis negotiator and numerous supervisory positions. In 2009, the City of Novi combined their police and fire administrations into a Public Safety Administration. Victor was responsible for various supervisory roles within the Police and Fire Departments.

Victor earned a Bachelor of Science degree from Northern Michigan University, a Master of Science, with a concentration in Emergency Management, from Eastern Michigan University and he holds a graduate certificate from the University of Virginia. He also attended the 250th Session of the Federal Bureau of Investigations National Academy in Quantico, Virginia. He is also certified as Firefighter I and Firefighter II by the State of Michigan.

Mr. Lauria is currently employed as a faculty member at Madonna University. He is the Interim Chairperson of the Criminal Justice Department and the Program Director for the Emergency Management, Fire Science and Occupational Safety and Health programs. He instructs a wide variety of undergraduate and graduate courses. He is a regular guest lecturer at Eastern Michigan University's Police Staff and Command Executive Leadership Program.

SENIOR ASSOCIATE

DEPUTY CHIEF WAYNE HILTZ (RET)

Former Interim Chief of Police at Pasadena and Irwindale Police Departments

BACKGROUND



Wayne has 33 years of experience in municipal law enforcement. This includes a broad range of experience in nearly every facet of policing from patrol, gang enforcement, and undercover narcotics to internal affairs investigations and community relations. The last 13 years were spent at command and executive levels. In his capacity as Deputy Police Chief, he served as the chief operating officer of the Pasadena Police Department, responsible for all day-to-day operations including internal audits and inspections. As well, he was responsible for operations related to the Tournament of Roses Parade and Rose Bowl events to include World Cup Soccer and BCS Championship games. For a period of nearly two years, he served in the capacity of Interim Chief of Police at both the Pasadena and

Irwindale Police Departments.

He has extensive experience in managing budgets and has served as a budget instructor for the California Commission on Peace Officer Standards and Training. He was selected by the Los

Angeles County Police Chiefs Association to represent the 45 member agencies in negotiations for Homeland Security Grants for a three-year period. He also served as President of the San Gabriel Peace Officers Association. He has served on the boards of community-based organizations with focus on addressing homeless issues, substance abuse, and juvenile violence. Wayne holds a Bachelor of Science degree in Police Science and Administration from California State University at Los Angeles. Executive training includes the FBI Southwest Command College and the Senior Management Institute for Police.

SENIOR ASSOCIATE

CHIEF ROBERT HANDY, M.S.

Chief of Police, Huntington Beach Police Department, San Bernardino Police Department



BACKGROUND

Chief Robert Handy is 30-year law enforcement professional having served in a wide variety of assignments from Patrol Officer to Police Chief. Handy served in three separate jurisdictions: Huntington Beach, California; San Bernardino, California; and Phoenix, Arizona.

Chief Handy worked a wide variety of assignments from officer/detective through leadership positions in all divisions of a police agency and has been involved in training and teaching for decades. His broad base of experience includes firearms instructor, arrest tactics/use of force instructor, academy instructor, in-service instructor, and veteran university teacher. Chief Handy has obtained a

bachelor's and master's degree in Public Administration and is a graduate of the FBI National Academy.

Chief Handy has taught and developed police officers and police leaders from agencies across the Country. His diverse experiences from three jurisdictions, combined with years of academic research and teaching, has provided Handy with vast knowledge and expertise in police practices, training, and every other aspect of contemporary policing.

SENIOR ASSOCIATE

DEPUTY CHIEF MARTIN BAEZA, B.A., M.A.

Retired Deputy Chief, Los Angeles Police Department



BACKGROUND

Deputy Chief Baeza served with the Los Angeles Police Department for thirty-two years and spent the last fourteen years in senior management positions. His depth of experience includes a variety of assignments in Patrol Operations, Detective, Specialized Divisions and Administrative Offices.

He retired from the Los Angeles Police Department as the Commanding Officer of the Personnel and Training Bureau overseeing Human Resources and training for all sworn and non-sworn employees of the Department.

He led various Operational Commands and the Police Academy. He restructured crime reduction strategies, implemented smart policing concepts and community engagement programs. He was recognized for his creative community policing incentives and was a two-time recipient of the Excellence in Leadership Award for Community Policing.

Chief Baeza was invited to participate as a Los Angeles Police Department International Delegate in Abu Dhabi, United Arab Emirates. He presented on best practices in community engagement and training development. Deputy Chief Baeza held a variety of leadership positions throughout the Department and has been involved in training police officers at all levels. He served as the Los Angeles Police Academy Director and oversaw the successful re-certification. His experience includes instructing in the Field Training Officer Program, Police Leadership, Supervisor, and the Executive Command Development Courses. He has been an invited speaker on various topics in leadership.

Deputy Chief Baeza led recruitment, hiring and the deployment of all human resources of the organization which encompassed 13,000 employees. He established a Traffic Group to oversee traffic commands and evaluate traffic policies and procedures. Additionally, his responsibilities included oversight of fleet, information technology and Behavioral Science Services. He was a standing member of the categorical use of force board and was integral in the assessment of policy, use of force tactics, procedural justice, and best practices.

Deputy Chief Baeza possesses a Bachelor of Science degree in Applied Business and Management and a Master of Arts in Organizational Management from Azusa Pacific University. He is also a graduate of the West Point Leadership Program, Senior Management Institute for Policing and the University of Southern California, Sol Price School of Public Policy, Executive Leadership Program.

SENIOR ASSOCIATE



CHIEF DAVID SWING
Chief of Police, Pleasanton

BACKGROUND

Chief David Swing is a 28-year law enforcement professional having served in a wide variety of assignments from Reserve Officer to Police Chief. Swing served most of his professional career in Morgan Hill, California starting as a Reserve Officer and rising to the rank of Chief for nine years. Swing is currently serving as the Chief of Police in Pleasanton, California.

Chief Swing is active in the law enforcement profession as a Past President and current board member of the California Police Chiefs Association. Swing developed an understanding of stop data demographics while representing California Police Chiefs for nearly four years on the Racial and Identity Profiling Act board including the Stop Data and Evidence Based Practices sub-committee.

Chief Swing worked a wide variety of assignments to include FTO and SWAT Operator, Detective Sergeant through all leadership positions of a small police agency. Chief Swing is passionate about enhancing the organization's response to domestic violence and has been involved in the topic for decades. His broad base of experience also includes Police Management instructor for budgeting and strategic and succession planning. Chief Swing earned a bachelor's degree in Public Relations and Master's degree in Public Administration and is a graduate of POST Command College.

Swing brings a strategic focus to his work having developed multiple strategic plans aligning the work and budget of the Department to community expectations and Council goals.

SENIOR ASSOCIATE



CHIEF GENE ELLIS
Chief of Police, Belton, TX

BACKGROUND

A native of Houston, Texas, Chief Gene Ellis started his law enforcement career in the Houston area where he worked for the second largest city in Southeast Texas, Pasadena.

Chief Ellis has served as a Police Chief for over 20 years, including several years in the State of Iowa before returning to Texas in 2009 when he was appointed Chief of Police in Belton. Chief Ellis is a graduate of the University of Houston and St. Ambrose University.

He holds both Bachelor of Science and Master of Science Degrees in Criminal Justice. He is a graduate of the FBI National Academy, a law enforcement management program. He is a graduate of the Certified Public Manager Program through Texas State University. Chief Ellis is a member of the board of officers of the Texas Police Chiefs Association where he serves as a past president and liaison to the Texas Municipal League Board of Directors. Chief Ellis is a Past President of the Iowa Police Chiefs Association. He is a Life Member of the International Association of Chiefs of Police (IACP).

Gene Ellis also serves as Belton's Assistant City Manager, which is a dual role with his police chief duties. In this role he is responsible for other City departments including Code Compliance, Public (Communications) Information, Information Technology, and the Library in addition to the Police Department. Gene leads the City of Belton's Excellence in Customer Service initiative and was instrumental in the creation of "Belton 101," an orientation program for new employees.

Gene enjoys travelling, cheering for the Houston Astros and the Green Bay Packers as a shareholder in the team, and spending time with family.

SENIOR ASSOCIATE



DEPUTY CHIEF JASON CLAWSON, M.S.
Retired Deputy Chief, Pasadena

Jason is a veteran of the U.S. Navy and has 31 years of experience in municipal law enforcement operations, serving the citizens of Pasadena, California.

Jason has worked in many ranks across various divisions to include Patrol Operations, a gang suppression team, Vice/Narcotics, S.W.A.T. and Detectives. Jason is an expert handling neighborhood quality of life issues by focusing on premise liability, prevention, intervention and enforcement methods. He led a Safe Streets Task Force while assigned as a Task Force Supervisor with the Federal Bureau of Investigation, focusing on the transnational gang problem stemming from Central America.

He has coordinated jurisdictional Mutual Aid, Critical Incident Response Team operations, and focused on problem locations through Community Policing efforts in high crime zones. Jason has served as the Press Information Officer where he directed and coordinated the activities within the Office of the Police Chief; audits and inspections; and the on-going review of policy and procedures. He served as the Project Director of a \$2.5 million dollar grant from the Bureau of State and Community Corrections focusing on reintegration efforts of previously incarcerated community members.

Jason has participated in the development of goals, objectives, and key performance indicators for assigned divisional functions as well developing and administering divisional budgets, to include developing a Homeless Initiative to combat Mental Health and Homelessness.

For the last 8 months of 2022, Jason served as the Interim Police Chief for the City of Pasadena where he drafted and presented the department's \$97,000,000 budget, conducted Administrative Reviews, worked out salary resolutions, oversaw the implementation of a new Computer Aided Dispatch / Records Management System, and navigated the installment of a police oversight commission and independent police auditor, until his retirement from service in January 2023.

Jason received his master's degree in organizational leadership from Union Institute & University in Los Angeles, California. He was also the recipient of the Police Chief's Special Award for Excellence in 2006, the Freemason's United States Constitutional Observance Award in 2010, and was the Pasadena Police Foundation's Officer of the year in 2021. He is a lifetime member of the California Narcotic Officer's Association and sits on the executive board of the Flintridge Center's Vision 20/20 Advisory Council.

THE CPSM APPROACH

The city seeks proposals from qualified consultants to conduct a review of the existing department deployment that is provided by the City of Snoqualmie. To establish a baseline from which to work, CPSM will begin by looking at the existing workload of the department and seek to quantify what portion is attributable to Snoqualmie and what portion is that of North Bend. From the establishment of those baselines, CPSM can seek to answer the questions posed in the RFP using the baseline data as well as additional data compiled by the forensic data team, GIS team, and the on-site Operations Teams.

The CPSM team developed a standardized approach to conducting analyses of Police and Sheriff's departments by combining the experience sets of dozens of subject matter experts.

We begin projects with a request for data, documents, and worksheets.

Next, we extract raw data on calls for service from an agency's computer-aided dispatch system. The data are sorted and analyzed to identify performance indicators (i.e., response times, workload by time, multiple unit dispatching, etc.) for comparison to industry benchmarks. Performance indicators are valuable measures of agency efficiency and effectiveness. The findings are shown in tabular as well as graphic form and follow a standard format for



presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

CPSM conducts an on-site operational review. Here the performance indicators serve as the basis for the operational reviews. Prior to any on-site review, agencies are

asked to compile several key operational documents (i.e., policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors, as well as rank and file officers; attendance at roll calls and ride-alongs with officers. We review case files with investigators and observe dispatch operations to assess compliance with the provided written documentation. We talk to appointed and elected officials to determine what is their vision for the police department and how is the police department performing. Where and what are gaps in expectations versus reality.

As a result of on-site visits and data assessments, our subject matter experts produce a SWOT analysis (strengths, weaknesses, opportunities, and threats) of the department. We have found that this standardized approach ensures that we measure and observe all the critical components of agencies.

Additionally, this methodology can be integrated with ongoing support customized to the unique needs of your community. Strategic planning, risk assessment, and training services are also available to assist with the implementation of CPSM recommendations and developing new processes and programs that may arise as implementation evolves and that may include formation of a new department.

The following information describes the CPSM approach to studying, understanding, evaluating, and reporting on Police and Sheriff's departments around the country. Although no two departments are the same, a standardized approach to department evaluation ensures a rigorous and methodological process that permits benchmarking, comparing, and assessing

within the context of the best practices of American law enforcement. However, each locality has unique characteristics that present policing challenges. Integrating a standardized approach within the context of local variability permits an accurate assessment of the organization in its political environment, and further permits CPSM to offer recommendations that comport with the best practices in policing, yet customized for the client community.

Data....why data?

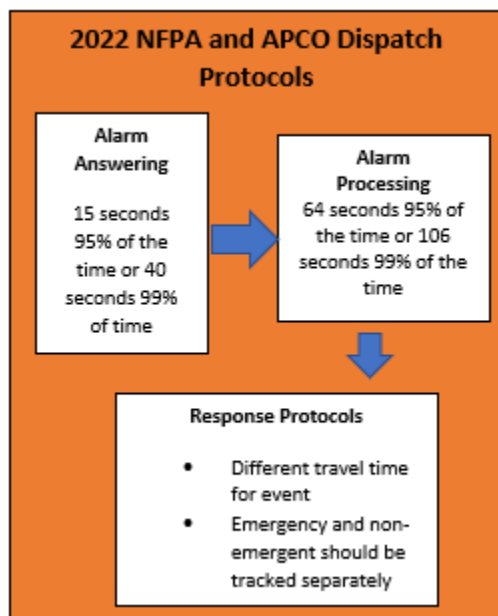
CPSM has found that there are tremendous amounts of data collected on a daily, even hourly basis on many departments. The challenge is how to access that data; how to clean that data; how to quantify that data; and how to present the product so that everyone understands.

CPSM does not use hypotheticals. We don't use "national averages" upon which to base our client team's individual recommendations and findings. We begin analyzing your data to establish your performance and paint a complete picture of how you are deploying with the accompanying results.

It is critical to have data and one of the biggest challenges for departments because rarely do they have the depth of our analytical team and its decades of research and trademarked processes. If we are going to recommend change and if our client team is going to make change – they need data to measure how it impacted their outcomes. It's not good enough to say, "this is what happens wherever." We need to provide you with the tools and launch point so that you can measure and report to your stakeholders – citizens, elected officials, appointed officials, and staff – how those changes affected the outcome.

The raw Computer Aided Dispatch data and our process is like a financial audit. No city, county or community ever imagines just skipping the annual audit. It's usually a mandate in the charter or state law. Yet we find few communities are willing to extend the same effort to delve into the operations of their largest emergency response departments whose actions can literally be life and death. Our process is the same for each community so that we can build national data reporting tables and compare you to like demographics, but we create our recommendations and findings based on your individual performance. The CAD system is also the official record of public safety services for communities. Like minute books for the County clerk, it is the record of times and actions taken by your response community. The information at dispatch needs to be collected; it needs to be correct; and it should be a resource to assist with decision making daily.

CPSM ensures this information and system is working and correct before we proceed to other facets of our work.



Begins at dispatch

Armed with the data and information we gather; we start your project at the dispatch center. Benchmarks have been established for dispatch centers across the country in National Fire Protection Association Standards (NFPA 1220, NFPA 1221, NFPA 1710, NFPA 1720, etc). Many of those same benchmarks and standards have also been adopted by the Association of Public-Safety Communications Officials-International (APCO).

The dispatch protocols are continually being studied, particularly with the adoption of Priority Fire, Medical, and Police dispatch. The systems look at collecting what is happening, where, and alerting the right response to the right location for a positive outcome.

For that reason, it is important that two things occur at dispatch:

1. Caller expectations be established. In other words, if the dispatcher tells the caller that police and deputies will be “right there,” the expectation is immediate response. Instead, dispatch centers should advise callers that officers are tied up on other calls and establish expectations for service delivery.
2. Calls should be categorized, monitored, and reported using multiple response time metrics. Crimes in progress and serious felonies should have established and monitored times. Outliers should be examined daily, and a report produced on why there may be extended time periods. For non-criminal and non-emergent calls, different metrics should exist with an explanation of why there were extended times.

Dispatch Metrics

CPSM will look at the dispatch center to determine how often calls remain in the queue, trends on when lengthy queues develop, and whether the dispatch center is evaluating their operations on a regular basis to determine if they are meeting national standards and benchmarks.

The time that a fire, Police/Sheriff’s, or EMS call occurs and for an alarm to be raised can vary from community to community. In urban, rural, and remote areas, it can be lengthy periods of time before a situation is noticed and the alert raised. In commuter communities, larcenies and break-ins may not be noticed until morning or people return home from work. These types of calls should be tracked independent of true emergencies to not corrupt the ongoing analysis of response times.

TABLE 9-31: Reported Billings, Montana, and National Crime Rates, by Year

Year	Billings			Montana				National				
	Population	Violent	Property	Total	Population	Violent	Property	Total	Population	Violent	Property	Total
2010	104,170	273	4,822	5,095	1,055,270	255	2,381	2,636	314,170,775	393	2,833	3,225
2011	105,095	299	4,467	4,766	1,064,639	256	2,220	2,476	317,186,963	376	2,800	3,176
2012	106,371	358	4,527	4,885	1,071,788	259	2,411	2,670	319,697,368	377	2,758	3,135
2013	107,802	395	5,208	5,603	1,078,577	264	2,379	2,642	321,947,240	362	2,627	2,989
2014	110,245	381	4,500	4,881	1,087,522	298	2,302	2,601	324,699,246	357	2,464	2,821
2015	109,997	442	4,730	5,172	1,099,717	327	2,452	2,779	327,455,769	368	2,376	2,744
2016	111,447	463	4,689	5,152	1,101,927	352	2,547	2,899	329,308,297	383	2,353	2,736
2017	111,317	493	5,458	5,951	1,050,493	377	2,592	2,969	325,719,178	383	2,362	2,745
2018	110,397	542	4,779	5,321	1,062,305	374	2,496	2,870	327,167,434	369	2,200	2,568
2019	110,198	610	4,083	4,693	1,068,778	405	2,193	2,598	328,239,523	379	2,010	2,489

TABLE 9-32: Reported Billings, Montana, and National Crime Clearance Rates

Crime	Billings			Montana			National		
	Crimes	Clearances	Rate	Crimes	Clearances	Rate	Crimes	Clearances*	Rate
Murder Manslaughter	3	2	67%	35	20	57%	14,325	8,796	61%
Rape	75	10	13%	614	72	12%	124,817	41,065	33%
Robbery	98	38	39%	210	82	39%	239,643	73,091	31%
Aggravated Assault	499	285	57%	2,601	1,486	57%	726,778	380,105	52%
Burglary	608	58	10%	2,688	357	13%	981,264	138,358	14%
Larceny	3,266	835	26%	19,152	3,923	20%	4,533,178	834,105	18%
Vehicle Theft	625	76	12%	2,234	400	18%	655,778	90,497	14%

Note: *National clearance counts were calculated from crimes and clearance rates, as these numbers are not directly available from the FBI.

For call answering, we will benchmark your time against the latest editions of NFPA and APCO standards. In 2022, that time process changed. If your dispatch is not performing at these levels – or if they are not using metrics to constantly evaluate performance (particularly in emergencies requiring rapid response), your team needs to be able to intervene. CPSM finds many communities and dispatch centers do not regularly look at this critical step on the successful outcome matrix.

By establishing different metrics for evaluating emergency and non-emergency travel times, unrealistic expectations and demands will be removed from the patrol force. Every call is not the same and does not require the same response.

The travel time which will be reviewed by our expert Geographic Information and Data division.

Our data team will also begin to produce analytics that look at statistical information reported and compiled by a wide variety of agencies. Crime rate comparisons, clearance rates, crime trends analysis, and other information will be integrated with our client team information that they will be uploading to a secure site for our subject matter experts' review.

For Phase II and armed with information, our Operations Team will work with the client team to evaluate the following major areas of operations:

I. Benchmark the Community

It is essential to understand the service levels, protection needs, community dynamics, and overall environment within which the Sheriff's department operates.

The CPSM study may involve interviews directed at stakeholders in the community, which could include elected officials and employee labor representatives who would be contacted to solicit their opinions about the department, the public safety needs of their constituency, and the perceived gaps in service levels currently provided. CPSM may work with the agency to identify community members that can provide this important information. Additionally, the department will be compared to organizations of similar size with respect to crime, demographics, and cost-efficiency.



CPSM reviews Census Information that may flag key demographics to be studied further: are there minority populations and are there disparities in service? In actions? In communication?

II. Patrol Operations

Police and Sheriff's agencies routinely speak about "recommended officers per 1,000 population" or a "National Standard" for staffing or comparisons to other municipalities.

There are no such standards, nor are there "recommended numbers of "officer per thousand". The International Association of Chiefs of Police (IACP) states; "Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions."

Staffing decisions, particularly in patrol, must be made based upon actual workload and very few law enforcement agencies have the capability of conducting that analysis. Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time that should exist, consistent with the local government's ability to fund.

CPSM's team of doctoral level experts in Operations Research in Public Safety have created **The CPSM Patrol Workload & Deployment Analysis System**® with the ability to produce detailed information on workload even in those agencies without sophisticated management information systems.

Using the raw data extracted from the department's CAD system our team converts calls for service into service workload and then effectively graphs workload reflecting seasonally, weekday / weekend and time of day variables. Using this information, the department can

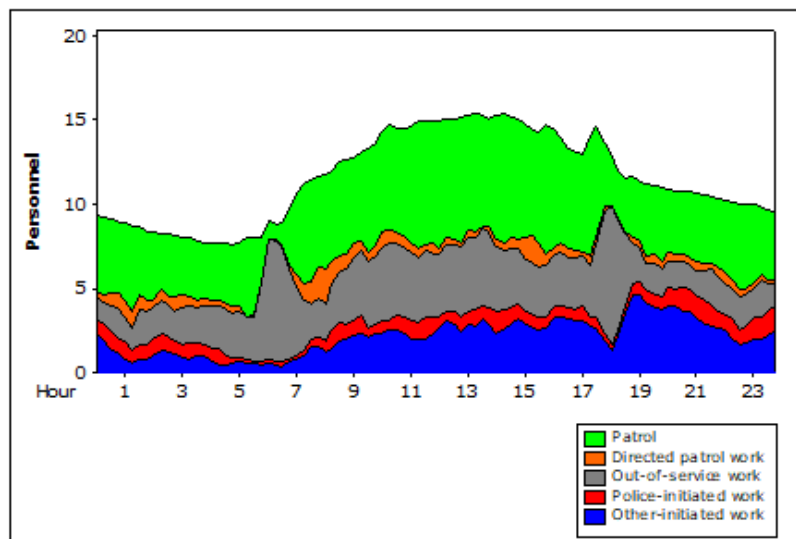
contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other activities – including special events).

Service workload differentiates from calls for service in that calls for service are a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount of time required to handle calls for service from inception to completion. Various types of service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph below demonstrates this difference in units.

CPSM has found that the most effective way to manage operations, including policing, is to make decisions based upon the interpretation and analysis of data and information.

To achieve this, a data analysis of department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally, the time necessary to conduct proactive activities (such as team-led enforcement, directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the community with a meaningful methodology to determine appropriate costing allocation models.

Figure 7: Deployment and Main Workload, Weekdays, Summer



Workload vs. deployment analysis sample

This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see, we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So, in this example, at noon there are

approximately 9 hours of work (including citizen-initiated and officer-initiated calls for services, including traffic) and administrative activities (meals, vehicle, reports, etc.). There are approximately 15 officer-hours of available resources meaning that at that hour, on average, of the 15 officers on duty 9 are busy on activities.

The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact – it becomes a policy issue as to how much uncommitted time a community wants and is willing to pay for.

CPSM White Paper on Staffing

CPSM and ICMA conducted research on staffing for police departments that led to a white paper released in 2013. More than 50 departments' data was analyzed for staffing, workload, and patrol trends across 24/7 and 365 days a year.

The subsequent white paper has been regularly used and quoted by the International Chiefs of Police, the Commission for Accreditation of Law Enforcement Agencies (CALEA), the Police Executive Research Forum (PERF) and most consultants.

The white paper found that a best practice for evaluating departments would position 60 percent of the sworn resources into patrol activities. In addition, no more than 60% of their total available time would be encumbered with calls for service. The 60% mark is a standard reference point in many accreditation and deployment research metrics.

The research showed that when the 60% encumbered level was substantially exceeded, officers moved from proactive into reactive mode. In other words, officers expected additional calls for service, understood there were no free resources, and thus disengaged and awaited dispatch to the next call in the queue at dispatch.

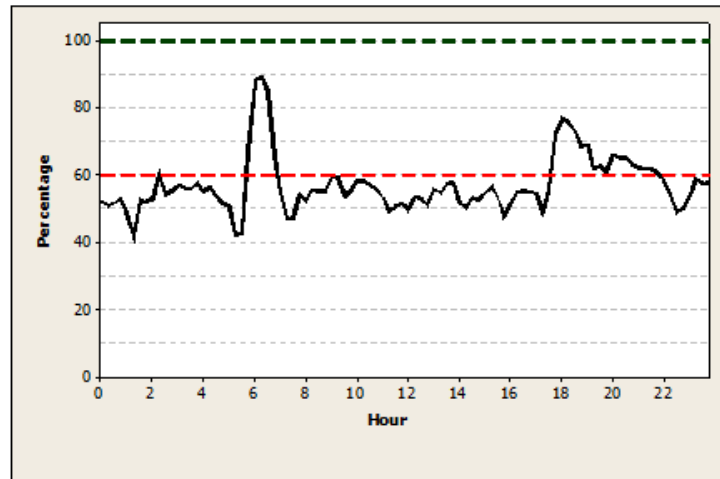
CPSM assembles the information on how much "time" is available, what various demands require against that time, and calculates a Saturation Index along with when the 60% is exceeded.

Using this data-driven approach, communities can determine how much un-encumbered time they desire and where they would like that time dedicated. It also allows communities to determine if additional staffing is needed, when, and how much.

The CPSM study will result in the calculation of service demands placed on the department, workload levels, service times for calls for service, and response times. The product of this analysis is the variance between service demands and available personnel, and appropriate recommendations made for staffing levels and an optimal deployment schedule to meet these service demands. This permits exploration of the following questions:

- What are the service demands made by the public as measured through the CAD system?
- Based on workload is the staffing deployment appropriate?
- Based on the workload, is the shift schedule aligned appropriately and what alternatives to the current shift plan are most efficient?
- How many officers and supervisors are needed to staff the patrol function in order to meet the workload demands placed on the agency?
- How long does it take to respond to calls for service (both response time and total time) and what ways are there to reduce these times?
- How many officers are assigned to each call and what are the ways to minimize these assignments?
- What categories of call, and in what frequency, does the agency handle and what measures can be adopted to minimize unnecessary responses?

Figure 8: Workload Percentage by Hour, Weekdays, Summer



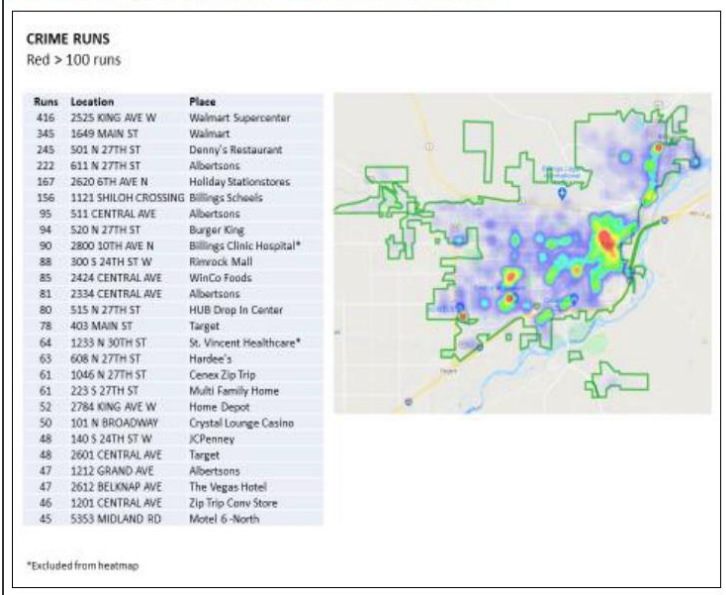
Workload vs. Deployment – Weekdays, Summer

Avg. Workload:	6.5 officers per hour
Avg. % Deployed (SI):	57 percent
Peak SI:	89 percent
Peak SI Time:	6:15 a.m.

- How much time is spent on administrative duties?
- How much time is spent on directed patrol activities and specialized enforcement?

In addition to the analysis of patrol operations from the CAD system and workload, the CPSM

FIGURE 4-3: High-volume Locations for Crime Calls, 2019



study will focus on the qualitative aspects of patrol. The study will observe officers on patrol through ride-alongs, interviews, and general observations. We will amass all available documents, plans, and data available to understand the patrol approach in the department. We will observe the special operations teams, the problem/nuisance unit, etc. to evaluate their role within the overall mission of the department and patrol operations. We will evaluate the performance of the units, identify improvement opportunities, and justify and recommend appropriate staffing levels

Our GIS team will use the analyzed data sets to identify high crime

locations, high accident locations, and “repeat calls for service” locations.

The CPSM study will also evaluate the implementation of technology on patrol, weapons available, and equipment used with opportunities for improvement.

CPSM advocates community policing as its operational philosophy. The CPSM study would evaluate the implementation of community policing, in quantifiable and anecdotal terms, and identify main improvement opportunities where appropriate.

Similarly, the CPSM study would evaluate the relationship of patrol operations with the rest of the department and community. How do these work? Can they work better?

To what extent does this bureau work, coordinate, and communicate with the other operational and support functions of the department and other entities? How should it? What are the strategic, management, and planning functions of the department with regards to the patrol function and how does patrol operations respond to the mission of the organization? How are crime, traffic, disorder, and quality of life problems handled?

III. Investigations

The CPSM study will assess investigations – both reactive and proactive. The CPSM team will explore the following questions:

- Staffing – Are there enough investigators available to handle the workload?
- Workload – What is the workload; how many cases do investigators handle; is the specialization appropriate?
- Effectiveness & Efficiency – How much time does it take to investigate cases? Are victims kept informed? Are cases cleared and offenders held accountable? How much overtime is spent?
- Intelligence – How is intelligence gathered and disseminated (inside and outside the department)? Does the investigations' function make use of intelligence?
- Civilianization opportunities – What are the potential areas for civilianization?
- Technological opportunities – Is technology being leveraged to improve investigations?

- Crime scene – Are crime scenes being processed efficiently, and are appropriate follow-up investigations being conducted?

Using the information compiled, CPSM will be able to recommend what level of investigation is needed should the city form its own department and at what cost.

IV. Administration and Support

Once again, CPSM will evaluate every administrative and support unit in the police department. This evaluation will involve:

- Staffing.
- Workload.
- Civilianization possibilities.
- Cost saving opportunities.
- Outsourcing opportunities.
- Best practice comparisons and opportunities for improvement.

Position	Proposed Authorized	Proposed Added Positions
Sworn		
Captain	1	
Lieutenant	3	
Sergeant	13	1*
Patrol Officer	78	
K9	4**	
Billings Clinic	2	
STEP – Traffic (No K9s)	4***	
DBA	2	
Parks	1	
Total Sworn	108	1
Civilian		
Police Service Officer***	6	6
Total Civilian	6	
Total Authorized Personnel	114	7

Departments across the country are struggling with recruitment, retention, and attracting candidates for sworn positions. We will look at opportunities that the department can use non-sworn personnel for non-criminal activities and keep sworn officers available for calls for service requiring certified officers.

The CPSM team has subject matter experts in police management and administration and will explore administration and support activities in the area of professional standards (Internal investigations, hiring and recruitment, disciplinary system,

promotional system), training (both academy and in-service), records management, evaluating the critical, frequent, and high liability policies, facility, fleet, equipment, information technology, property management system, laboratory, planning and research, sick-time management, overtime, communications and dispatch, etc.

In general, we look at every unit identified as a discrete operational/support entity for the following:

- Describe the functions of the unit.
- Evaluate the performance of the unit. In most cases this is a quantitative evaluation, but in units not appropriate for quantification, a qualitative evaluation is provided
- Identification of improvement opportunities
- An evaluation and justification, and recommendation for appropriate staffing levels.

V. Operation of Evidence and Property

CPSM will conduct a review of the evidence room and evidential processes of the department. We will determine if there is adequate staffing and a technological system for managing property and evidence.

CPSM starts by looking at the intake process: When officers seize property or evidence what occurs next? How are items transported to the evidence facility and what are the next steps?

We will look to create totals for the workload of not only the evidence and property but other component functions of the department.

This data should be a performance benchmark, as it reflects an effective operation and the necessary workspace.

Evidence & Property Inventory, Intake, and Release, 2019	
	Number of Items
Items in inventory	69,448
Items received	18,202
Items released/disposed	19,807
Items awaiting disposition	647

VI. Duty to Intercede and Report, De-escalation Provisions

In recent years, law enforcement agencies nationwide have begun to include the duty to intercede and report provisions in their use of force policies. Duty to intercede requires an officer to intercede if they witness a department member using force that is clearly beyond that which is necessary, as determined by an

objectively reasonable officer under the circumstances. A duty to report policy requires any officer who observes a law enforcement officer or an employee use force that potentially exceeds what the officer reasonably believes to be necessary to report such observation to a supervisor.

Sample Duty to Intercede and Report policy from Lexipol states:

Any officer present and observing another law enforcement officer or an employee using force that is clearly beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances, shall, when in a position to do so, intercede to prevent the use of unreasonable force. Any officer who observes a law enforcement officer or an employee use force that potentially exceeds what the officer reasonably believes to be necessary shall promptly report these observations to a supervisor as soon as feasible.

In addition, de-escalation requirements have been incorporated into use of force policies. This policy requires officers to utilize de-escalation techniques, crisis intervention tactics, and other alternatives to force when feasible. "Feasible" has been defined for policy purposes in some jurisdictions as, "Reasonably capable of being done or carried out under the circumstances to successfully achieve the arrest or lawful objective without increasing risk to the officer or another person."

Review of Use of Force Incidents

CPSM will review policies that authorize deadly force when an officer is justified and what actions were taken in monitoring, documenting, and investigating police use of force.

Use of Force Incidents, 2017–2019

Year	Incidents	Policy Violations
2017	78	0
2018	90	1
2019	131	2
Total	299	3

VII. Organizational Culture

During the operational evaluation described above, organizational “themes” emerge. What does the department “think” about providing Sheriff’s service to the community and how does this thinking align with the stated mission and department policies? How does the department interact with the community and internally with its own members? In general, what is the culture of the organization?

The culture of an organization reflects its members and the community it serves. Through focus groups, interviews, and observations, the CPSM team will evaluate operational readiness and need. This part of the CPSM study is critical to the overall success of the project as it provides a better understanding of the department and how the workload, staffing, and community dynamics shape the mission, goals, operations, and needs of the organization. In addition, as an option, every member of the department can be given the opportunity to participate in an anonymous survey. This survey is designed to understand the culture of the department, assess internal and external communications, and determine what it “thinks” about various elements of organizational life.



VIII. Health and Safety

Officer health and mental health are extremely important. In 2022, more officers died from suicide than in other line-of-duty incidents.

CPSM will review what programs the department has in place and during interviews, charrettes, and focus groups will seek to determine how those programs are being received.

IX. Performance Management

The overarching philosophy of the CPSM approach is to evaluate the department in terms of performance management. Identifying workload, staffing, and best practices is just the beginning. It is also important to assess the organization's ability to carry out its mission.

Essentially, does the department know its goals, and how does it know they are being met. It is very difficult for an organization to succeed at any given level of staffing unless it has a clear picture of success. How does the department “think” about its mission, how does it identify and measure what’s important to the community, how does it communicate internally and externally, how does it hold managers accountable, and how does it know the job is getting done? The CPSM team will evaluate the department and make recommendations to assist with improving capacity in this area, if necessary.

NORTH BEND SPECIFICS

From the existing workload of the entire department, CPSM will look at where calls for service are being received; the nature of calls, and other quantifiable metrics to establish the efficiency, effectiveness and safety for employees as well as to the citizens of North Bend. If the existing department is regularly running at or over capacity, additions will be required in the immediate future regardless of growth in the area. If workload and demand is well below, it may afford considerably more flexibility for future staffing demands.

Contracts and other legal documents should not be based on direct comparables to other cities. As noted in the earlier section of this proposal, officers per thousand and other similar staffing models lack a comprehensive look at what and how demand is occurring. Are reported calls for service serious or could they even be handled using Artificial Intelligence models?

For that reason, we would recommend this approach and starting at the dispatch center. Your options will branch out from there, particularly in how you handle calls for service and reporting.

From that baseline, we will begin to build the options available to North Bend. The most critical decision the city will need to make, should it adopt a stand-alone approach, would be establishing leadership for a new department. CPSM and other studies have found that choosing the wrong leader can be disastrous for communities embarking on a new initiative or leading an existing department. For that reason, getting the command and leadership correct takes time to recruit, screen, hire, and begin team building.

CPSM will need to also look at what facilities and other rolling stock are available for North Bend, should it decide to go to a stand-alone department. Again, time to purchase and place on the road can take 1 year or more (it is down from 2 to 3 years during the pandemic).

CPSM is also very familiar with the model used by King County Sheriff's Department that provides a great deal of input in the operation of a police department. Similar contractual issues may be available using the existing contract with modifications. Other options might be joint power agreements. Other options might be to contract for management but with more input as to who leads the North Bend section.

One thing that CPSM encourages cities to develop prior to establishing any contractual relationship is to address: "What do we do if we want to end this agreement?" Breaking an existing contractual model is akin to getting a divorce for communities: who gets what equipment? What about personnel? Are there prohibitions from recruiting or encouraging personnel to leave one or the other entity? What about support personnel and technology? If there are excess funds from millages or other financial investments – who receives what amount?

The other questions that you ask in the RFP would then be built from the data that CPSM evaluates and reports. While we will look at costs of like population cities and those cited by this RFP, remember that workload may be vastly different and budgets significantly higher or lower to handle those workloads. CPSM experience shows communities with high home ownership tend to have lower overall call rates. Cities with significant rental populations tend to get higher levels of service demand. Retail endeavors, like large shopping areas, tend to attract elements from other communities that cause serious workload demands (some big box retailers almost demand a deployment exclusive to them).

We will address, using data and research, the questions and alternatives that you ask in your RFP:

Questions & Issues to Be Explored

- How does the current contract between the cities of Snoqualmie and North Bend compare to similar cities that provide their own police services?
- What would a City of North Bend provided police department look like and how much would it cost?
- How would these costs compare to the current contract with the City of Snoqualmie for police services?
- Does any change in the population of North Bend in the future affect this comparison? If so how?
- How would costs for a North Bend police department compare with a contract for similar services with the King County Sheriff's Department?
- How would costs for a North Bend police department compare with a contract for similar services with the City of Issaquah?
- How would a contract with the City of Issaquah differ with the current contract with the City of Snoqualmie?
- For cities used for cost comparison, what percentage of the general fund budget is spent on police services? Is it generally a greater or lesser percentage of the general fund budget for a contracted versus city police department?
- How do the levels of service as represented by the number of commissioned officers, detectives, etc., compare between contract services and a city police department?
- How do the costs of overhead and administration compare between contract services and a municipal police department?
- What issues of service delivery, responsiveness to city direction, liability, fit to the community, or other significant service issues would a contract with the King County Sheriff's Department pose to North Bend?
- What issues of service delivery, responsiveness to city direction, liability, fit to the community or other significant service issues would a contract with the City of Issaquah pose to North Bend?
- How do the various alternative police delivery models deal with the City's short- and long-term fiscal challenges?
- What is typical in Washington state for a city the size of North Bend (9,000-12,000 pop.), providing the city with its own police department or contracting for police services with another agency?
- Are dedicated police services (Chief, Captains, reactive patrol, detectives, street crime detectives, school resource officers, community resource officers and behavior health officers), additional police services (shared precinct services, dispatch/communications, special operation units [hostage negotiation, major crimes investigation, major accident response and reconstruction and Swat]) funded or provided differently under a contract vs. city police department?
- Is there any correlation between crime rates (violent crimes and property crimes) and the type of police services (e.g., contract vs. city department)?
- What are the differences to a municipality in terms of liability under a contract for services versus a city police department? In insurance coverage?
- Is there a noticeable difference in the degree of budget control that a city police department has versus a contracted police services contract? Is the amount of overtime experienced in a city police department measurably more or less than a contracted police services arrangement?
- Are legislative and policy issues involving policing subject to more or less control in a city police department versus a contract services structure?
- Provide detailed cost analyses of other police departments as compared to the City of North Bend police services in order to compare types and amounts of expense encountered under a contract vs. city police department.

- Recruitment and retention of police officers is a problem on a national basis today. Indicate in cities used for cost comparisons what strategies have been used and are being considered for officer recruitment and retention (e.g. signing bonuses, take home cars, or other incentives).

Recruitment and retention is one of the largest issues for which the city will have to decide. Does the city have a large enough HR department to create job descriptions, advertise, evaluate and back ground check applicants, conduct interviews, and then ensure an onboarding process takes place which includes whether to continue employment beyond probationary periods? Does the city have policies and procedures in place to handle discipline and other situations unique to the police department? How will civilians and elected officials be involved in the process; particularly with choosing the chief?

All areas of the country are struggling to find qualified applicants and then retain those applicants from moving to other agencies. Seattle is short at least 375 officers and the State of Washington's biggest impediment to filling the demands of local government is insufficient capacity at its training academies.

PROJECT SCHEDULE AND TASK LIST

Milestone 1 – Full execution of the agreement

Agreement will identify Project Launch date.

Milestone 2 – Project Launch

We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, identifying agency point of contacts and commencing information gathering.

Milestone 3a – Information Gathering and Data Extraction – 30 Days

Immediately following project launch, the operations leads will deliver an information request to the department. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

Milestone 3b – Data Extraction and Analysis – 14 Days

Also, immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

Milestone 3c – Data Certification – 14 days

Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days

Within thirty days of data certification, the analysis will be completed and a draft, unedited data report will be delivered to the department for review and comment. After the data draft report is delivered, an on-site visit by the operations team will be scheduled.

Milestone 4b – Departmental Review of Draft Data Report – 14 days

The department will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft report. The Department must specify all concerns with the draft report at one time.

Milestone 4c – Final Data Report – 10 days

After receipt of the department's comments, the data report will be finalized within 10 days.

Milestone 5 – Conduct On-Site Visit – 30 days

This milestone begins the second phase of the proposed project by the City. Subject matter experts will perform a site visit within 30 days of the delivery of the draft data report.

Milestone 6 – Draft Operations Report – 30 days

Within 30 days of the last on-site visit, the operations team will provide a draft operations report to the department point of contact. Again, the department will have 10 days to review and comment.

Milestone 7 – Final Report 15 days

Once the department's comments and concerns are received by CPSM the combined final report will be delivered to the City within 15 days. **TOTAL ELAPSED TIME: 130 – 180 days**

PROJECT HOURS

<u>Center for Public Safety Management Budget</u>	-	North Bend, WA			Hours of Team
Forensic Data Analysis (Snapshot of workload)	Acct #	Basis			
Leonard Matarese		\$ 350.00	/hour	-	
Thomas Wiczorek		\$ 350.00	/hour	40	
Police Data Team		\$ 105.00	/hour	100	
Fire/EMS Data Team		\$ 105.00	/hour	-	
Dov Chelst		\$ 350.00	/hour	30	
			/project		
Operational Analysis of all units					
POLICE Consultants					
TEAM LEAD	225	\$ 15,000	/project	66.67	
Team Member	200	\$ 15,000	/project	75.00	
Editors (all projects have at least 2)		\$ 700	/project	10	
GIS DATA, STATION, DEPLOYMENT					
Mapping and GIS		\$ 85	/hour	20	
Sub-Total Consultants Direct Costs	0.07				
TRAVEL: Charged to Concur (CPS.300)					
Travel	0.01	\$ 2,500	/trip	2	

The activities for this project:

Forensic Data Analysis

Operational Analysis

GIS Analysis

Editing and reporting back to our North Bend Team

PROPOSED FEES

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

CPSM proposes to complete the comprehensive review and operational analysis of the police department for \$60,000, exclusive of travel. We anticipate the need for at least two in-person trips to the city that would be billed at cost with no administrative mark-up.

Each phase of the project would be billed in three installments: 40% upon contract signing; 40% with delivery of draft data report and 20% with the delivery of the draft final report.

Because of the possibility of Covid or weather restrictions, CPSM will bill travel expenses at actual cost with no overhead or administrative fees applied. Should travel be restricted, CPSM has found work can be done using web-based platforms if necessary, but that charrettes and focus groups lose some of the robust participation developed through in-person interaction.

Deliverables

Draft reports will be provided for department review in electronic format.

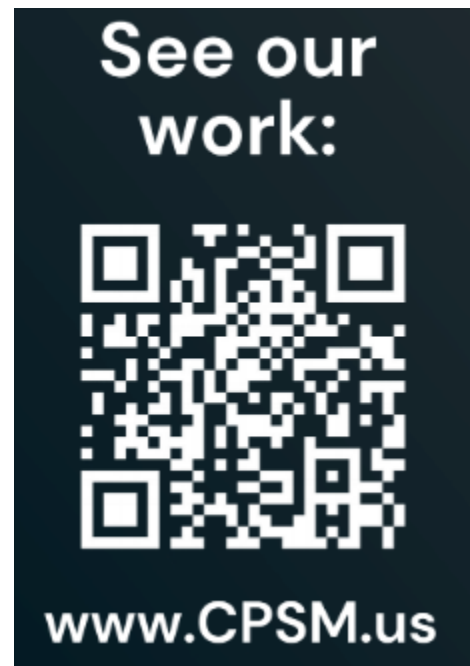
To be ecologically friendly, CPSM will deliver the final report in computer readable material either by email, CD or both. The final reports will incorporate the operational findings as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies is requested, which will be invoiced at cost.

Should the local government desire an **in-person presentation of findings**, CPSM will assign staff for such meetings at a cost of \$2,500 per day/per person plus travel expenses.

CONCLUSION

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

For copies of reports (as released by clients) and testimonials of our work, please visit the QR code that will take you to our webpage at www.cpsm.us



REFERENCES AND PAST & CURRENT E

LOCALITY	ST	PROJECT DESCRIPTION
Edmonton	AB	Comprehensive Analysis of Fire Services.
Leduc	AB	Fire Consolidation Plan
Leduc	AB	Comprehensive Analysis of Fire Services.
Kenai	AK	Comprehensive Analysis of Fire Services
Anniston	AL	Comprehensive Analysis of Police Services
Auburn	AL	Comprehensive Analysis of Fire Services
Auburn	AL	Comprehensive Analysis of Police Services
Dothan	AL	Comprehensive Analysis of Police Services
Casa Grande	AZ	Comprehensive Analysis of Police Services
Florence	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Fire Services
Florence	AZ	Comprehensive Analysis of Police Services
Pinal County	AZ	Comprehensive Analysis of Sheriff's Office
Prescott	AZ	Comprehensive Analysis of Fire Services
Prescott	AZ	Comprehensive Analysis of Police Services
Queen Creek	AZ	Police Strategic Plan
Queen Creek	AZ	Comprehensive Analysis of Fire services
Scottsdale	AZ	Comprehensive Analysis of Police Services
Tucson	AZ	Comprehensive Analysis of Police Services
Youngtown	AZ	Comprehensive Analysis of Police Services
Alameda	CA	Comprehensive Analysis of Fire Services
Alameda	CA	Comprehensive Analysis of Police Services
Burbank	CA	Analysis of Investigations Workload / Staffing
Carlsbad	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Police Services
Fairfield	CA	Comprehensive Analysis of Police Services
Greenfield	CA	Comprehensive Analysis of Police Services
Hermosa Beach	CA	Comprehensive Analysis of Fire services
Hermosa Beach	CA	Comprehensive Analysis of Police Services
Laguna Woods	CA	Review of Sheriff's Office Service
Milpitas	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Fire Services
Palm Desert	CA	Comprehensive Analysis of Fire Services
Palo Alto	CA	Comprehensive Analysis of Fire Services
Placentia	CA	Comprehensive Analysis of Police Services
Rohnert Park	CA	Comprehensive Analysis of Police Services
San Diego County	CA	EMS Study

San Jose	CA	Fire Study Review
San Jose	CA	Police Study Review
San Mateo	CA	Dispatch Operations Review
Santa Ana	CA	Comprehensive Analysis of Police Services
Santa Clara	CA	Comprehensive Analysis of Police Services
Santa Cruz	CA	Comprehensive Analysis of Police Services
Santa Monica	CA	Police Chief Selection
Santa Rosa	CA	Performance Measurement Analysis
Stockton	CA	Comprehensive Analysis of Police Services
Stockton	CA	Comprehensive Analysis of Fire Services
Union City	CA	Comprehensive Analysis of Fire Services
Whittier	CA	Comprehensive Analysis of Police Services
Woodlands	CA	Police Chief Selection
Yuba City	CA	Comprehensive Analysis of Fire Services
Yuba City	CA	Comprehensive Analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Fire Services
Littleton	CO	Comprehensive Analysis of Fire Services
Steamboat Springs	CO	Comprehensive Analysis of Fire Services
Cheshire	CT	Police Management Review
Southington	CT	Comprehensive Analysis of Fire Services
Dover	DE	Comprehensive Analysis of Police Department
Dover	DE	Comprehensive Analysis of Fire Services
Alachua	FL	Expert Witness Law Enforcement Issues
Tamarac	FL	Analysis of Sheriff's Contract Services
Inverness	FL	Comprehensive Analysis of Fire Services
Delray Beach	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Fire Services
Dunedin	FL	Police Consolidation Review
Hollywood	FL	Police Internal Affairs Review
Indian River Shores	FL	Public Safety Staffing Analysis
Indian River Shores	FL	Public Safety Study
Jacksonville Bch	FL	Police Chief Selection
Jupiter	FL	Police and Fire
Hobe Sound	FL	Public Safety Consolidation
Kenneth City	FL	Comprehensive Analysis of Police Services
Miami Beach	FL	Comprehensive analysis of Fire Services
Naples	FL	Presentation
North Port	FL	Comprehensive Analysis of Police Services
Orlando	FL	Expert Witness Law Enforcement Issues
Land O' Lakes	FL	Comprehensive analysis of Fire Services
New Port Richey	FL	Sheriff Budget Analysis
Pompano Beach	FL	Comprehensive Analysis of Police Services
Venice	FL	Comprehensive Analysis of Fire Services
Kingsland	GA	Comprehensive Analysis of Fire Services

Kingsland	GA	Fire Consolidation St Marys
Woodbine	GA	Police Consolidation Study
Garden City	GA	Preliminary Analysis Public Safety Merger
Johns Creek	GA	Analysis of Fire Services
Kingsland	GA	Fire Consolidation Study
Sandy Springs	GA	Comprehensive Analysis of Police Department
St. Marys	GA	Fire Consolidation Study
Boone	IA	Public Safety Consolidation
Boone	IA	Performance Measurement of Municipal
Hayden	ID	Comprehensive Analysis of Police Services
Jerome	ID	Analysis of Police Services
Algonquin	IL	Performance Measurement Analysis
Glenview	IL	Comprehensive Analysis of Police & Fire Services
Glenview	IL	Comprehensive Analysis of Police Services
Glenview	IL	Dispatch Operations Review
Highland	IL	Comprehensive Analysis of Fire Services
Highland Park	IL	Comprehensive Analysis of Fire Consolidation
Highwood	IL	Comprehensive Analysis of Fire Consolidation
Lake Bluff	IL	Analysis of Fire Consolidation
Lake Bluff	IL	Fire Data Review
Lake Forest	IL	Analysis of Fire Consolidation
Lake Zurich	IL	Comprehensive Analysis of fire services
Naperville	IL	Workload, Staffing & Schedule Design
Roseville	IL	Comprehensive Analysis of Police Services
Skokie	IL	Police Study
Western Springs	IL	Comprehensive Analysis of Police Services
Indianapolis	IN	Police Workload & Deployment Services
Plainfield	IN	Comprehensive Analysis of Police Services
Topeka	KS	Preliminary review of Fire Department
Northborough	MA	Comprehensive Analysis of Police Services
Northborough	MA	Comprehensive Analysis of Fire Services
Cambridge	MD	Performance Measurement Study
Annapolis	MD	Comprehensive Analysis of Police Services
Ocean City	MD	Dispatch Operations Review
Ann Arbor	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Police Services
Benton Harbor	MI	Public Safety Consolidation
Chesterfield	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Fire Services
Detroit	MI	Police Department Review
Douglas	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive Analysis of Fire Services
Flint	MI	Comprehensive Analysis of Police Services

Grand Rapids	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Fire Services
Kingsley	MI	Comprehensive Analysis of Fire Services
Interlochen	MI	Comprehensive Analysis of Fire Services
Grosse Pointe	MI	Public Safety Consolidation
Grosse Pointe	MI	Public Safety Consolidation
Hamtramck	MI	Police Study
Grand Rapids	MI	Comprehensive Analysis of Police & Fire Services
Grand Rapids	MI	Analysis of Police Services Consolidation
Kentwood	MI	Analysis of Fire Services Consolidation
Flint	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive analysis of Fire Services
Novi	MI	Comprehensive Analysis of Police Services
Novi	MI	Comprehensive analysis of Fire Services
Kalamazoo	MI	Police Workload / Contract for Services Analysis
Petoskey	MI	Public Safety Consolidation
Plymouth	MI	Fire Services Consolidation
Plymouth	MI	Fire Service Analysis
Royal Oak	MI	Comprehensive Analysis of Police Services
Royal Oak	MI	Comprehensive Analysis of Fire Services
Saginaw	MI	Comprehensive Analysis of Police Services
Saginaw	MI	Comprehensive Analysis of Fire Services
Vicksburg	MI	Financial Analysis of Fire Authority
Saint Joseph	MI	Public Safety Consolidation
Sturgis	MI	Public Safety Analysis
Troy	MI	Comprehensive Analysis of Police Services
Troy	MI	Review of Fire Administration and Inspections
Wyoming	MI	Comprehensive Analysis of Police Services 2012
Wyoming	MI	Comprehensive Analysis of Fire Services 2012
Wyoming	MI	Comprehensive Analysis of Police Services 2009
Wyoming	MI	Comprehensive Analysis of Fire Services 2009
Mankato	MN	Public Safety Study
Moorhead	MN	Comprehensive Analysis of Fire Services
Saint Cloud	MN	Police Strategic Planning Review
Saint Cloud	MN	Comprehensive Analysis of Police Services
Brentwood	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Comprehensive Analysis of Fire Services
Saint Louis	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Standard of Response / risk assessment
Bozeman	MT	Fire Protection Master Plan
Bald Head Island	NC	Public Safety Staffing Review
Bald Head Island	NC	Public Safety Consolidation
Chapel Hill	NC	Comprehensive Analysis of police services
Cornelius	NC	Fire Consolidation Study
Davidson	NC	Fire Consolidation Study

Greenville	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Police Services
Rocky Mount	NC	AED Grant assistance
Rocky Mount	NC	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Fire Services
South Sioux City	NE	Fire Services Strategic Plan
East Brunswick	NJ	EMS Study
Oradell	NJ	Comprehensive Analysis of Police Services
Paterson	NJ	Comprehensive Analysis of Police Services
South Orange	NJ	Comprehensive Analysis of Police Services
Westwood	NJ	Comprehensive Analysis of Police Services
Bernalillo	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Police Services
Ruidoso	NM	Comprehensive Analysis of Police Services
Boulder City	NV	Police Organizational Study
Henderson	NV	Comprehensive Analysis of Police Services
Las Vegas	NV	Comprehensive Analysis of Fire Services
North Las Vegas	NV	Fire Workload Analysis
Bria Cliff Manor	NY	Analysis of police consolidation
Garden City	NY	Comprehensive Analysis of Fire Services
Long Beach	NY	Comprehensive Analysis of Fire and EMS services
Armonk	NY	Comprehensive Analysis of Police Services
Oneonta	NY	Comprehensive Analysis of Fire and EMS services
Oneonta	NY	Fire Apparatus Review
Orchard Park	NY	Comprehensive Analysis of Police Services
Ossining	NY	Analysis of police consolidation
Ossining	NY	Analysis of police consolidation
Rye	NY	Police Chief Selection
Watertown	NY	Comprehensive Analysis of Fire Services
Cincinnati	OH	Police Dispatch Review
Dayton	OH	Police Internal Affairs Review
Huron	OH	Comprehensive Analysis of Police Services
Huron	OH	Comprehensive Analysis of Fire Services
Independence	OH	Comprehensive Analysis of Police Services
Independence	OH	Comprehensive Analysis of Fire Services
Sandusky	OH	Fire Study
Sandusky	OH	Police Study
Broken Arrow	OK	Comprehensive Analysis of Police Services
Broken Arrow	OK	Comprehensive Analysis of Fire Services
Edmond	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Fire Services

Muskogee	OK	Comprehensive Analysis of Police Services
Tulsa	OK	Comprehensive Analysis of Fire Services
Bend	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Comprehensive Analysis of Fire Services
Grants Pass	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Public Safety Strategic Plan Development
Ontario	OR	Comprehensive Analysis of Police Services
Ontario	OR	Comprehensive Analysis of Fire Services
Mohnton	PA	Comprehensive Analysis of Police Services
Mohnton	PA	Police Chief Selection
Ephrata	PA	Comprehensive Analysis of Police Services
Farrell	PA	Comprehensive Analysis of Police Services
Jamestown	PA	Comprehensive Analysis of Police Services
Wrightsville	PA	Comprehensive Analysis of Police Services
Lancaster	PA	Police Study
Berwyn	PA	Comprehensive Analysis of Police Services
East Providence	RI	Comprehensive Analysis of Fire Services
East Providence	RI	Expert Witness Fire Issues
Beaufort	SC	Review of Fire Service Contract
Beaufort	SC	Comprehensive Analysis of Police Services
Beaufort	SC	Comprehensive Analysis of Fire Services
Walterboro	SC	Comprehensive Analysis of Public Safety Dept.
Rapid City	SD	Comprehensive Analysis of Fire Services
Germantown	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Police Services
Baytown	TX	EMS Study
Belton	TX	Comprehensive Analysis of Police Services
Belton	TX	Comprehensive Analysis of Fire Services
Belton	TX	Police Chief Selection
Belton	TX	Fire Chief Selection
Buda	TX	Comprehensive Analysis of Police Services
Cedar Park	TX	Comprehensive Analysis of Police Services
Conroe	TX	Fire Services Analysis and Standard of Response
Frisco	TX	Comprehensive Analysis of Fire Services
Highland Village	TX	Fire Review
Hutto	TX	Comprehensive Analysis of Fire Services
Lucas	TX	Fire and EMS Analysis
New Braunfels	TX	Fire Study
New Braunfels	TX	Police Study
Prosper	TX	Comprehensive Analysis of Police Services

Round Rock	TX	Comprehensive Analysis of Fire Services
Sugarland	TX	Fire Department Overtime Analysis
Sugarland	TX	Comprehensive Analysis of Fire Services
Victoria	TX	Comprehensive Analysis of Police Services
Washington City	UT	Comprehensive Public Safety Analysis
Hampton	VA	Police Chief Selection
Leesburg	VA	Comprehensive Analysis of Sheriff Services
Leesburg	VA	Comprehensive Analysis of Fire Services
Bonney Lake	WA	Comprehensive Analysis of Police Services
Lacey	WA	Comprehensive Analysis of Fire Services
Snoqualmie	WA	Police Workload & Deployment Analysis
Spokane Valley	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Police Chief Selection
Menomonie	WI	Sheriff Office Study
Wauwatosa	WI	Comprehensive Analysis of Fire Services
Wauwatosa	WI	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review
Laramie	WY	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review



City Council Agenda Bill

SUBJECT:	Agenda Date: August 20, 2024	AB24-077
Public Hearing and Ordinance Vacating a Portion of City of North Bend Right-of-Way of Alm Way	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
Cost Impact: \$337,858	Public Works – Mark Rigos, P.E.	X
Fund Source: Private Party		
Timeline: Immediate		
Attachments: Ordinance, Exhibit A - Legal Description, Exhibit B - Vicinity Map, Draft Easement Legal Description & Map, Public Hearing Notice		
SUMMARY STATEMENT: <p>In early 2024, Vector Development (Vector) approached the City of North Bend to determine if the City would be interested in vacating a portion of Alm Way (less commonly called SE 106th Street) public right-of-way (ROW). Vector offered the City \$337,858 for the vacation. 90 NB Investments LLC is a company that Vector formed after purchasing the property from Puget Sound Energy. Vector is the abutting property owner to the west of Alm Way and is developing tax parcel number 052308-9059 for a commercial building. Vector’s proposal was informally brought forward to City staff in early 2024, and to the City’s Transportation and Public Works (TPW) Committee at its meeting on March 26, 2024. There seemed to be a favorable response by the TPW Committee. At that time, an agenda bill had not been prepared. For the May 28, 2024 TPW Committee Meeting, an agenda bill was included along with Vector’s proposal from the newly formed 90 NB Investments, LLC company who owns the subject site.</p> <p>There are several reasons why City staff support the ROW vacation. These include:</p> <ol style="list-style-type: none"> 1. A property owner is willing to pay the City \$337,858 for this 60-foot-wide ROW. This is the fair market value for the land per a city consultant appraiser, Sova Appraisal. The offered cost per square foot is the same amount per square foot that Vector paid several years ago when it purchased the property from Puget Western. 2. The City could use these funds to help build or improve infrastructure in this area of the City. For example, the funds could be used for a watermain replacement on NW 8th Street and/or a new watermain extension on NW 14th Street. State Law requires that at least one-half of ROW vacation proceeds must be used on acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the City. 3. Tanner Electric is one of the few, if only, nearby property owners who uses Alm Way on a regular basis. If the 60-foot ROW is vacated, the City will reserve a 30-foot wide public access and utilities easement on the outer (east) 30 feet of the 60-foot wide corridor. Thus, the City, Tanner Electric, and the public will still have legal access to use the corridor. 4. Tanner Electric staff did not seem overly concerned about the potential vacation, provided they retained 24/7 access through the corridor. 5. Vector would increase its proportional payment assessment share of the ongoing Meadowbrook Sewer ULID costs due to an expanding site area, which would thereby slightly proportionally decrease the future Meadowbrook Sewer ULID assessments to the other 67 property owners. 6. The City has no short-term or long-term plans to re-build the former bridge over Alm Way, which is immediately west of the Tanner Electric sub-station. 		

City Council Agenda Bill

If this vacation is approved, then there are a few notes about this 60-foot-wide ROW conversion to a 30-foot wide public easement to be aware of:

- A. The City will require Vector, as part of its development, to provide a minimum 20-foot wide paved fire lane (marked and signed) corridor open at all times so that Tanner Electric can drive through the new easement area.
- B. The new 30-foot-wide easement will contain a looped watermain (to be built by Vector).
- C. The new 30-foot-wide easement will contain a new sewer pipe (to be built by the City) as part of the Meadowbrook Sewer ULID.
- D. The new easement will also be able to contain power lines.

On July 16, 2024, the City initiated ROW vacation proceedings for a segment of the subject ROW on Alm Way in North Bend, which is located north of NW 8th Street. Pursuant to chapter 35.79 RCW, the City passed a Resolution that scheduled a public hearing to consider the vacation of the subject ROW, which public hearing shall be held no sooner than 20 days nor later than 60 days from the date of passage of the resolution. The Public Hearing is being held on August 20, 2024.

The public hearing notice was published in the Snoqualmie Valley Record on July 26, 2024 and the public hearing will take place during the regular City Council Meeting on Tuesday, August 20, 2024. If the Ordinance is passed, pursuant to RCW 35.79.030, the City Clerk or her designee shall deliver and have recorded with the King County Auditor a certified copy of the Ordinance after its execution.

City staff recommend Alm Way be vacated for the amount offered. In addition, a 30-foot-wide public utilities, access and power easement will be granted by Vector.

APPLICABLE BRAND GUIDELINES: Design Standards

COMMITTEE REVIEW AND RECOMMENDATION: This item was brought up during the Transportation and Public Works Committee meeting on May 28, 2024 and was recommended for approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: Motion to approve AB24-077, an ordinance vacating a portion of City right-of-way of Alm Way, as a first and final reading.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 20, 2024		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY OF ALM WAY ADJACENT TO NW 8th STREET IN NORTH BEND WAY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of North Bend (“City”) initiated a potential vacation of a segment of the public right-of-way of Alm Way adjacent to NW 8th Steet in North Bend Way, North Bend, Washington (“ROW”), through passage of Resolution No. 2113 on July 16, 2024; and

WHEREAS, upon passage of Resolution No. 2113, the City gave notice of the pendency of the Resolution and the time and place fixed for a public hearing regarding the potential ROW vacation in the manner required by state law and to allow public testimony regarding the ROW vacation; and

WHEREAS, the City further mailed a similar notice to the owners or reputed owners of all lots, tracts, or parcels of land or other property abutting the portion of the public ROW sought to be vacated, as such owners or reputed owners are shown on the rolls of the County Treasurer; and

WHEREAS, a public hearing was held on the vacation of said ROW on August 20, 2024; and

WHEREAS, the Council finds there are sufficient grounds for the vacation and that said portions of City ROW are not needed for any public purpose, and that vacation thereof would be in the public interest;

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

Section 1. Street Vacation and Reservation of Easements:

A. The following described portions of City right-of-way are hereby vacated:

The ROW legally described in Exhibit A attached hereto and depicted on the survey marked Exhibit B attached hereto, subject to an easement for public utilities.

B. The property lying in this described ROW shall inure and belong to those persons entitled to receive the property in accordance with RCW 35.79.040, conditions upon the following sections (C)-(D).

C. Reservation in favor of the City of a perpetual Nonexclusive Easement under, over, through and across the vacated right-of-way described in Subsection A of this Section for the purpose of laying, maintaining, and installing future and existing water, sanitary sewer, storm water facilities, and street lights, including street light conduits and power cabinets, and including a reservation in favor of the City of the right to grant easements for utilities over, under and on all portions of the vacated right-of-way as described above. The City shall have the absolute right, at times as may be necessary for immediate entry upon said Easement Area for the purpose of maintenance, inspection, construction, repair or reconstruction of the above improvements without incurring any legal obligation or liability. The owners of the adjacent properties agree and shall not in any way block, restrict or impede access and egress to or from said Easement Area, and/or in any way block restrict or impede full use of the real property within the Easement Area by the City for the above-described purposes. No building, wall, rockery, fence, trees, or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said Easement Area, without the express written consent of the City. Except as required or approved by the City, no excavation shall be made within three feet of said facilities. The surface level of the ground within the Easement Area shall be maintained at the elevation as currently existing.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

D. In accordance with RCW 35.79.030, the City reserves a non-exclusive access easement for public utilities, public vehicular access and a power easement over the Property to the adjacent parcel located at 1321 Alm Way, North Bend, Washington, owned by Tanner Electric Cooperative, a Washington corporation. The City grants Tanner Electric a utility easement over, under, through and upon the east 30 feet for the construction, operation, maintenance, repair, replacement, improvement, and removal of electrical distribution facilities. The owners of the adjacent property shall not erect any structures and shall not place trees or other obstructions on the easement that would interfere with Grantee's rights.

Section 2. Consideration for Street Vacation: In consideration for the vacation of the portion of ROW legally described in Section 1 of this ordinance, 90 NB Investments LLC, also known as "Vector", shall pay Three Hundred Thirty-Seven Thousand, Eight Hundred Fifty-Eight and No/100 Dollars (\$337,858.00) to the City of North Bend.

The vacation authorized by this ordinance shall not become effective, and the recording of this ordinance pursuant to Section 3 herein, shall not occur until the City receives Three Hundred Thirty-Seven Thousand, Eight Hundred Fifty-Eight and No/100 Dollars (\$337,858.00) for the property described in Section 1 of this ordinance.

Section 3. Recording With County Auditor: Pursuant to RCW 35.79.030, the City Clerk or her designee is hereby requested to deliver and have recorded with the King County Auditor a certified copy of this ordinance and the two quit claim deeds after their execution.

Section 4. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. Effective Date: This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force 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 20TH DAY OF AUGUST, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk

EXHIBIT A

SOUTHEAST 106TH STREET RIGHT OF WAY VACATION LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST 106TH STREET RIGHT OF WAY IN THE SOUTHWEST QUARTER OF SECTION 4, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, ALL IN TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., KING COUNTY WASHINGTON, AND LYING NORTHERLY OF THE NORTH RIGHT OF WAY MARGIN OF NORTHWEST 8TH STREET (FORMERLY KNOWN AS W.F. GARDNER COUNTY ROAD No. 635), BEING A LINE 20.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 4, AND LYING SOUTHEASTERLY OF A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4, BEING AND ENCASED 5/8 INCH BRASS PLUG WITH PUNCH, 0.6 FEET BELOW GRADE, IN THE CENTERLINE OF NORTHWEST 8TH STREET;

THENCE NORTH 03°29'02" EAST, ALONG THE WEST LINE OF SAID SECTION 4, FOR 614.70 FEET TO THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF SOUTHEAST 106TH STREET;

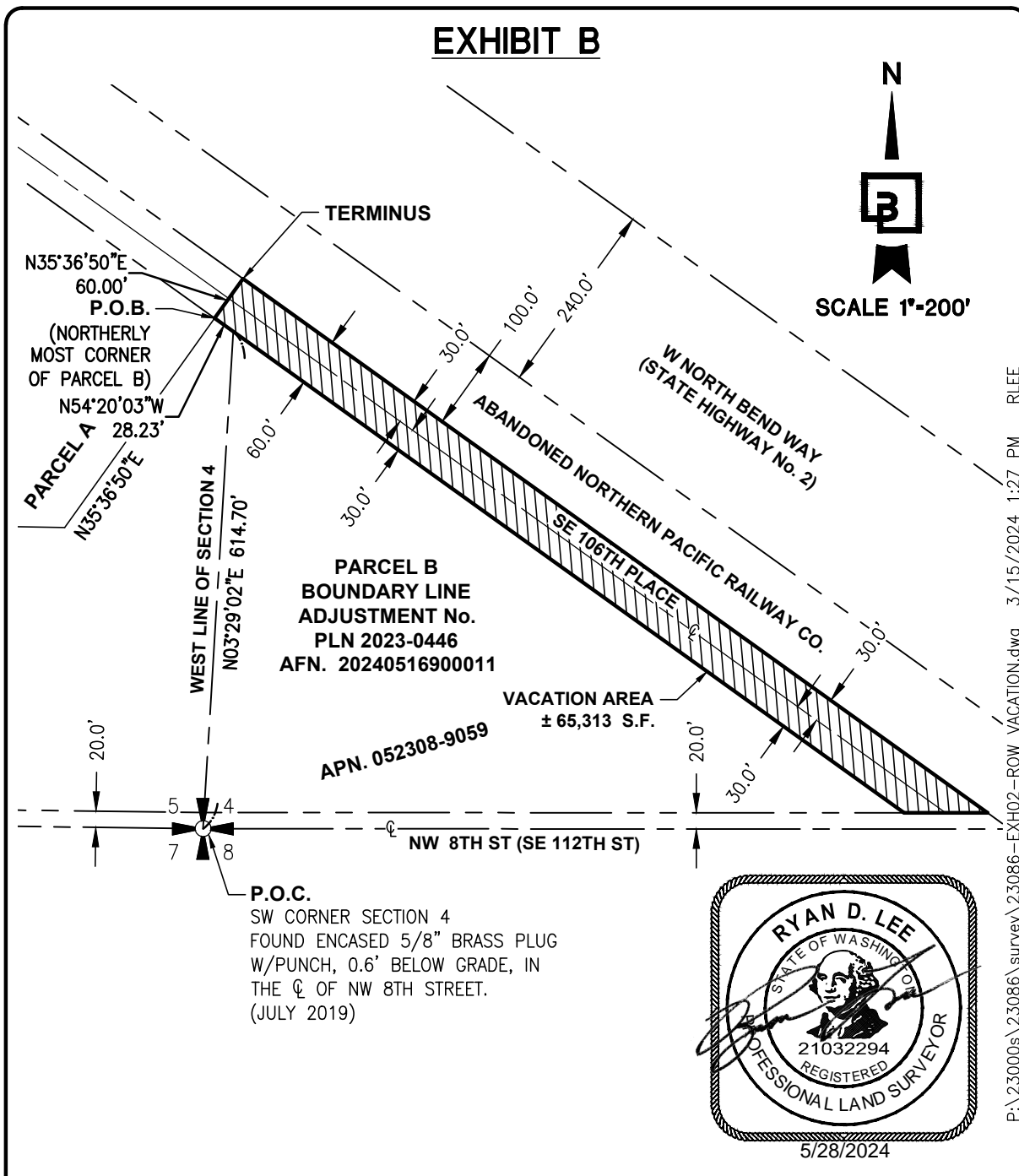
THENCE NORTH 54°20'03" WEST, ALONG SAID MARGIN, FOR 28.23 FEET TO THE NORTHERLY MOST CORNER OF PARCEL B OF BOUNDARY LINE ADJUSTMENT No. PLN 2023-0446, FILED UNDER KING COUNTY RECORDING No. 20240516900011, AND BEING THE **POINT OF BEGINNING**;

THENCE NORTH 35°36'50" EAST, 60.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF SOUTHEAST 106TH PLACE, BEING THE **TERMINUS** OF THIS DESCRIBED LINE.

CONTAINING 65,313 SQUARE FEET, MORE OR LESS.



23086 – 90 NB INVESTMENTS, LLC
23086L.002.DOC – RDL
MAY 28, 2024



<p>SCALE: HORIZONTAL 1"=200' VERTICAL N/A</p>	<p>For: 90 NB INVESTMENTS, LLC</p>	<p>JOB NUMBER 23086</p>
<p>Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, W 98032 425.251.6222 barghausen.com</p>	<p>Title: RIGHT OF WAY VACATION</p>	<p>23086L.002.DOC</p> <p>SHEET</p> <p style="text-align: center;">1 of 1</p>
	<p>DRAWN <u> </u> RDL <u> </u> CHECKED <u> </u> RDL <u> </u> APPROVED <u> </u> RDL <u> </u> DATE 5/28/2024</p>	

EXHIBIT C

UTILITIES, ACCESS AND POWER EASEMENT LEGAL DESCRIPTION

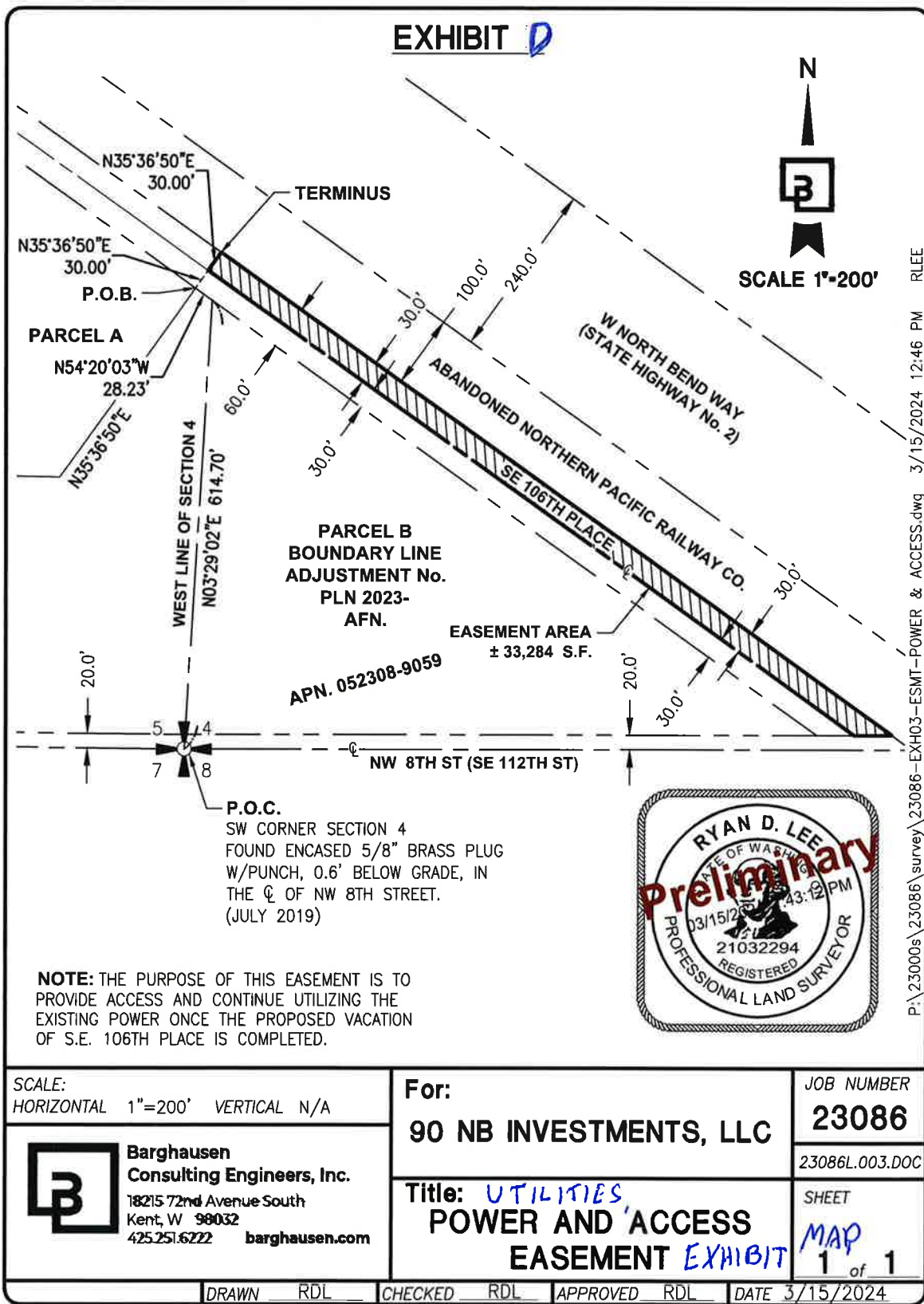
THAT PORTION OF THE NORTHEASTERLY 30.00 FEET (NORTHEASTERLY HALF) OF SOUTHEAST 106TH STREET RIGHT OF WAY IN THE SOUTHWEST QUARTER OF SECTION 4, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, ALL IN TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., KING COUNTY WASHINGTON, AND LYING NORTHERLY OF THE NORTH RIGHT OF WAY MARGIN OF NORTHWEST 8TH STREET (FORMERLY KNOWN AS W.F. GARDNER COUNTY ROAD No. 635), BEING A LINE 20.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 4, AND LYING SOUTHERLY OF A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4, BEING AND ENCASED 5/8 INCH BRASS PLUG WITH PUNCH, 0.6 FEET BELOW GRADE, IN THE CENTERLINE OF NORTHWEST 8TH STREET;
THENCE NORTH 03°29'02" EAST, ALONG THE WEST LINE OF SAID SECTION 4, FOR 614.70 FEET TO THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF SOUTHEAST 106TH STREET;
THENCE NORTH 54°20'03" WEST, ALONG SAID MARGIN, FOR 28.23 FEET TO THE NORTHERLY MOST CORNER OF PARCEL B OF BOUNDARY LINE ADJUSTMENT No. _____, FILED UNDER KING COUNTY RECORDING No. _____ *TO BE DETERMINED*;
THENCE NORTH 35°36'50", 30.00 FEET TO THE CENTERLINE OF THE SOUTHEAST 106TH PLACE RIGHT OF WAY, AND THE **POINT OF BEGINNING**;
THENCE CONTINUING NORTH 35°36'50" EAST, 30.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF SOUTHEAST 106TH PLACE, BEING THE **TERMINUS** OF THIS DESCRIBED LINE.

CONTAINING 33,284 SQUARE FEET, MORE OR LESS.



23086 – 90 NB INVESTMENTS, LLC
23086L.003.DOC – RDL
MARCH 15, 2024





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

**NOTICE OF PUBLIC HEARING
VACATION OF RIGHT OF WAY**

NOTICE IS HEREBY GIVEN that on July 16, 2024 the North Bend City Council passed Resolution 2113, setting a hearing date to solicit public input and comments on the proposed vacation of a portion of the public right-of-way of Alm Way adjacent to NW 8th Street in North Bend Way. The public hearing will take place during a Regular City Council Meeting on Tuesday, August 20, 2024, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA.

Comments may be presented orally at the public hearing or submitted in writing to the City Clerk at 920 SE Cedar Falls Way, North Bend, WA, 98045, or by e-mail to: soppedal@northbendwa.gov prior to 5:00 p.m., Tuesday, August 20, 2024. Upon the request of an individual who will have difficulty attending the public hearing and providing comment in person by reason of disability, limited mobility, or for any other reason that makes physical attendance difficult, a teleconference option using Zoom Meetings will be available with detailed meeting access instructions to be provided on August 15, 2024, on the City website calendar item for the [August 20, 2024 City Council meeting](#).

For additional information please contact Deputy City Administer/Public Works Director Mark Rigos at (425) 888-7650 or mrigos@northbendwa.gov.

Posted: July 26, 2024

Published in the Snoqualmie Valley Record: July 26, 2024



City Council Agenda Bill

SUBJECT:		Agenda Date: August 20, 2024		AB24-078	
Resolution Granting Sallal Water Association a Water Easement for Siting of an Intertie Booster Station		Department/Committee/Individual			
		Mayor Mary Miller			
		City Administrator – David Miller			
		City Attorney – Kendra Rosenberg			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – Rebecca Deming			
		Finance – Martin Chaw			
Cost Impact: N/A	Public Works – Mark Rigos, P.E.				X
Fund Source: N/A					
Timeline: Immediate					
Attachments: Resolution, Exhibit A - Easement (with exhibits)					
SUMMARY STATEMENT:					
<p>The City of North Bend (“City”) and Sallal Water Association (“Sallal”) are both Class A water purveyors that supply water to customers within the North Bend city limits. The City serves the western two-thirds of the city limits and Sallal serves the remainder of the area. Sallal currently lacks sufficient water availability to serve new developments within its water service area and the City seeks to purchase water from Sallal for purposes of instream flow mitigation to assure continued operation of the Centennial Well. These commitments, and the corresponding obligations, are incorporated into the Water Supply Agreement (the “Agreement”), authorized by the City Council on June 6, 2023. The Agreement provides for the details as to how both water systems will be intertied. The terms of the Agreement further stipulate that the City will provide Sallal with treated water to use for potable purposes and that Sallal will provide the City with up to 100 acre-feet per year of untreated water for mitigation purposes.</p> <p>Section 5.3 of the Agreement, Municipal Water Supply and Purchase, North Bend Way Intertie and Easement, contemplates the construction of a booster station, to be owned and operated by Sallal, on or near the eastern end of the City’s Water Service Area on property already owned by the City (the “North Bend Way Intertie”). Several different sites were analyzed for construction of the booster station and City staff and Sallal determined that the most feasible site is located on the eastern 90 feet of the Dahlgren Family Park property. Engineering for the booster station has been completed following several reviews by City staff and the project has been advertised for bids. Some of the equipment being used for this booster station has long lead times, and therefore construction of the project won’t be completed until 2025.</p> <p>Section 5.3 of the Agreement, applicable to this Agenda Bill, states:</p> <p style="padding-left: 40px;">The City shall grant Sallal an easement (“Easement”) and access license at no charge for the term of this Agreement to install, operate, maintain, repair, and replace the North Bend Way Intertie generally consisting of a pump station, controls, and underground piping located on City property at a location approximately depicted on Exhibit B and agreed upon in writing.</p> <p>The easement document, together with accompanying exhibits, is attached to this Agenda Bill for review and approval.</p>					
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.					

City Council Agenda Bill

<p>COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the July 23, 2024 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda for discussion.</p>
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<p>RECOMMENDED ACTION: MOTION to approve AB24-078, a resolution granting Sallal Water Association a Permanent Water Easement for siting of an Intertie Booster Station.</p>
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RECORD OF COUNCIL ACTION		
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<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 20, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, GRANTING SALLAL WATER ASSOCIATION A WATER EASEMENT AND ACCESS LICENSE TO INSTALL, OPERATE, MAINTAIN, REPAIR, AND REPLACE THE NORTH BEND WAY INTERTIE GENERALLY CONSISTING OF A PUMP STATION, CONTROLS, AND UNDERGROUND PIPING

WHEREAS, the City of North Bend (“City”) and Sallal Water Association (“Sallal”) both supply water to customers within the North Bend city limits; and

WHEREAS, on June 6, 2023, the North Bend City Council authorized entry into a Water Supply Agreement (the “Agreement”) with Sallal to intertie the parties’ water systems for mitigation purposes; and

WHEREAS, pursuant to Section 5.3 of the Agreement, the City shall grant Sallal an easement and access license at no charge for the term of the Agreement to install, operate, maintain, repair, and replace the North Bend Way Intertie generally consisting of a pump station, controls, and underground piping generally located on the eastern 90 feet of the Dahlgren Family Park City-owned property; and

WHEREAS, construction, operation and maintenance of the North Bend Way Intertie booster station on City property necessitates the grant of an easement to Sallal for the term of the Agreement;

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

Section 1. The City Council of the City of North Bend grants, and authorizes the Mayor to execute, a non-exclusive easement to Sallal in the form attached hereto as Exhibit A, or in a substantially similar form, in a final form acceptable to the City Attorney.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF AUGUST, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

After recording return to:
 Sallal Water Association
 P.O. Box 378
 North Bend, WA 98045-0378

DOCUMENT TITLE	Easement for North Bend Way Intertie
REFERENCE NO. OF DOCUMENTS ASSIGNED/ RELEASED	n/a
GRANTOR	City of North Bend
GRANTEE	Sallal Water Association
LEGAL DESCRIPTION (part)	
ASSESSOR'S PARCEL NO.	142308-9191

EASEMENT FOR NORTH BEND WAY INTERTIE

1. Grant of Easement. The City of North Bend (“Grantor”), a Washington municipal corporation, for valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Sallal Water Association (“Association”), a Washington non-profit corporation, a non-exclusive (except as provided herein) easement for the installation, operation, maintenance, replacement and repair of the North Bend Way Intertie (as the North Bend Way Intertie is described in the Agreement for the Wholesale Supply of Water dated June 6, 2023 [”Agreement for the Wholesale Supply of Water”]), across and along, in and over the property legally described on **Exhibit A** hereto, located in King County, Washington and known hereafter as “Easement Area.” The Easement Area is shown diagrammatically on **Exhibit B** attached hereto and incorporated herein by this reference.

2. Access. The Grantor hereby grants to Association and its agents and contractors an easement over the parcel of real property described in Exhibit A for access to construct, maintain, operate, repair and replace the North Bend Way Intertie within the Easement Area.

3. Construction. When the work on the North Bend Way Intertie commences, the work shall be performed continuously and be completed in a reasonable time and with reasonable

dispatch, taking into account the nature of such work. Upon completion of the installation, or after undertaking any repairs or replacements thereto, the Association shall return the surface of the Easement Area and the surrounding property to as good or better condition as it was prior to the commencement of such work, to the reasonable satisfaction of the Grantor.

4. Purpose. The purpose of the non-exclusive easement is to allow the Association to use, maintain, operate, repair and replace the North Bend Way Intertie in the Easement Area to furnish water service to property within the Association's water service area, as such service area may be adjusted from time to time. The North Bend Way Intertie shall generally consist of a pump station, controls, and underground piping consistent with the Water Supply Agreement. During the entire term of this easement, the Association shall maintain the installation and all other improvements and appurtenances within the Easement Area in good condition and working order, and the Association shall promptly make all repairs thereto which may be necessary for the preservation of the condition of the Easement Area and the continued operation and maintenance of the North Bend Way Intertie.

5. Grantor's Use of Easement. The Grantor shall have the right to use the surface of the Easement Area for all purposes so long as Grantor's use does not interfere with the installation, operation, repair or maintenance of the North Bend Way Intertie. The Grantor shall not dig, regrade the surface or perform other construction in the Easement Area that will disturb or endanger the North Bend Way Intertie. The Grantor shall not place a permanent building or structure on the Easement Area.

6. Duration. This easement shall remain in full force and effect for the term of the Agreement for the Wholesale Supply of Water.

7. Termination. Upon termination of the easement granted herein or through abandonment of such facilities, the Association shall, at its sole expense, remove all improvements installed within the Easement Area and restore the Easement Area to as good or better condition as it was immediately prior to the effective date of this easement, to the reasonable satisfaction of the Grantor. If the Association fails to timely remove its improvements from within the Easement Area upon termination, then the Grantor may choose to remove the improvements and restore the Easement Area, and dispose of the improvements in any manner as it deems fit, and the Association shall reimburse the Grantor for all costs and expenses incurred by the Grantor in performing such removal and restoration.

8. No Warranty. The Grantor makes no warranty or representation, either express or implied, regarding the fitness of the Easement Area for any intended purpose, including the Association's purposes as described in this agreement, and the Association agrees to accept the Easement Area in AS-IS condition, with all defects, latent or patent.

9. Hold Harmless and Indemnification. The Association agrees to release, indemnify, defend, and hold harmless the Grantor, its officers, employees, contractors and agents, from and against any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, for injury to persons or property damage (collectively, "Claims") arising out of or related

to the acts or omissions of the Association, its officers, employees, agents or assigns, in connection with the Association’s exercise of rights and obligations under this easement agreement; provided, however, that if a Claim arises out of or relates to the concurrent negligence of both the Association and the Grantor, then the Association’s duty to indemnify and hold harmless shall apply only to the extent of the Association’s negligence.

10. Governing Law, Venue. This easement agreement shall be governed by the laws of the State of Washington. Any action relating to this easement agreement shall be brought in the Superior Court of King County.

11. Severability. If any section, sentence, clause, phrase, or provision of this easement agreement or the application of such provision to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, phrase, or provision of this easement agreement, nor the application of the provision at issue to any other person or entity.

GRANTOR:

GRANTEE:

City of North Bend

Sallal Water Association

By: _____
Title: _____

By: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came _____, personally known or having presented satisfactory evidence to be the _____ of the City of North Bend the municipality that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipality for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of said municipality.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

(STAMP)

Print Name: _____
Notary Public in and for the State of Washington,
residing at _____
Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came _____, personally known or having presented satisfactory evidence to be the _____ of the Sallal Water Association the municipality that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipality for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of said municipality.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

(STAMP)

Print Name: _____
Notary Public in and for the State of Washington,
residing at _____
Expiration Date: _____

EXHIBIT A
(Legal Description of easement)

EXHIBIT "A"

Parcel No.: 142308-9191
Owner's Name: City of North Bend

Easement for North Bend Way Intertie

LEGAL DESCRIPTION OF EASEMENT

The Southeast 90 feet of Tract A of North Bend Dahlgren Short Plat (PLN 2016-0246), recorded under recording number 20220202900004, in King County, Washington.

Situate in the City of North Bend, County of King, State of Washington

Contains 7,898 Square Feet, more or less.



EXHIBIT B

(Graphical depiction of Easement Area)

EXHIBIT 'B'

TRACT A
CITY OF NORTH BEND
DAHLGREN SHORT PLAT
NO. 2016-0246
AFN 20220202900004

CITY OF NORTH BEND
TAX PARCEL No. 142308-9191

PROPOSED EASEMENT
7,898± SQUARE FEET

90°

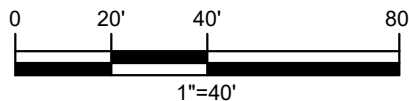
SE NORTH BEND WAY

SALLAL WATER ASSOCIATION
EASEMENT FOR NORTH BEND WAY INTERTIE
TAX PARCEL NO. 142308-9191



Gray & Osborne, Inc.

CONSULTING ENGINEERS
1130 RAINIER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 (206) 284-0860





City Council Agenda Bill

SUBJECT:		Agenda Date: August 20, 2024		AB24-079	
Resolution Authorizing Adoption of the Capital Facilities Element Update for the 2024 North Bend Comprehensive Plan		Department/Committee/Individual			
		Mayor Mary Miller			
		City Administrator – David Miller			
		City Attorney – Kendra Rosenberg			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – Rebecca Deming		X	
		Finance – Martin Chaw			
Public Works – Mark Rigos					
Cost Impact: N/A					
Fund Source: N/A					
Timeline: Immediate					
Attachments: Resolution, Exhibit A - Draft Element (clean version), Committee Redline Version of Element, Staff Report and Planning Commission Recommendation containing Commission Redline Version and Comments Received					
SUMMARY STATEMENT: <p>As a part of the major 2024 update to the North Bend Comprehensive Plan, Staff prepared amendments to the Capital Facilities Element. Amendments include updates to service and facility information from utility providers operating within the City (including water systems, sewer facilities, stormwater, transportation, municipal buildings, police, fire, school, and solid waste services providers), and updates to policies addressing the provision of capital facilities consistent with comments received from the Washington Department of Fish and Wildlife.</p> <p>The Planning Commission reviewed the amendments at its May 15 and June 5, 2024, meetings, including holding a public hearing on June 5, 2024. The Planning Commission provided a recommendation to approve the amendments to the Capital Facilities Element on June 5, 2024.</p> <p>A clean version of the draft Element is attached with the Resolution. The Staff Report also provides a redline version (showing all amendments and comments describing changes), together with public comments received.</p> <p>City Staff recommends approval of the update to the Capital Facilities Element with the condition that SEPA environmental review will be completed together with the remainder of the 2024 Comprehensive Plan Update prior to formal adoption of the 2024 Comprehensive Plan by the City Council, which will incorporate this Element.</p>					
APPLICABLE BRAND GUIDELINES: Sustainably managed growth, consistent delivery of quality basic services, and commitment to invest in the City and foster community engagement and pride.					
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the June 18, 2024 and July 16, 2024 Community and Economic Development (CED) Committee meetings and was recommended for approval and placement on the Main Agenda for discussion. The highlighted changes on the redlines include proposed amendments recommended by the CED Committee.					
RECOMMENDED ACTION: MOTION to approve AB24-079, a resolution authorizing adoption of the Capital Facilities Element Update for the 2024 North Bend Comprehensive Plan.					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
August 20, 2024					

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING ADOPTION OF THE CAPITAL FACILITIES ELEMENT UPDATE FOR THE 2024 NORTH BEND COMPREHENSIVE PLAN

WHEREAS, the City is required to prepare a Comprehensive Plan (“Plan”) under the Growth Management Act (“the GMA”) and is required by RCW 36.70A.040 to implement the Plan with development regulations that are consistent with the Plan; and

WHEREAS, RCW 36.70A.130 requires the City to review and, if needed, revise the Plan and development regulations on a periodic basis to ensure the Plan and regulations comply with the GMA and remain up-to-date; and

WHEREAS, the City has prepared a proposed amendment to the Capital Facilities Element; and

WHEREAS, the Planning Commission held a Public Hearing on the proposed amendment to the Capital Facilities Element on June 5, 2024; and

WHEREAS, the Planning Commission recommended approval of the amendment to the Capital Facilities Element at its June 5, 2024 meeting; and

WHEREAS, in accordance with WAC 365-196-630, a *Notification of Intention to Adopt Comprehensive Plan Amendments* was sent to the State of Washington Department of Commerce and to other State agencies on May 7, 2024, for a required 60-day review period; and

WHEREAS, environmental review will occur in conjunction with the environmental review for the 2024 Plan update in its entirety and will be scheduled accordingly; and

WHEREAS, the public process for the proposed amendment provided opportunities for early and continuous public participation including posting the draft amendment on the City of North Bend Website for public review, corresponding with multiple outside agencies for input on the amendment, and holding meetings before the Planning Commission, including a public hearing; and

WHEREAS, the amendment has been prepared in compliance with applicable City policy and State laws;

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

Section 1. Approval of Proposed Amendment: The City Council approves the proposed amendment to the Capital Facilities Element, attached hereto as Exhibit A and by this reference fully incorporated herein.

Section 2. Authorization of Comprehensive Plan Amendments: The City Council hereby directs that the amendment approved in Section 1 of this Resolution and attached as Exhibit A be included as part of a future ordinance in which all the 2024 Comprehensive Plan amendments will be adopted collectively.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF AUGUST, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

EXHIBIT A

CHAPTER 6: CAPITAL FACILITIES ELEMENT

Contents

A. INTRODUCTION

B. CAPITAL FACILITIES INVENTORY AND CAPACITY

- B.1 Water System
- B.2 Sewer Facilities
- B.3 Stormwater and Surface Water Facilities
- B.4 Transportation Facilities
- B.5 Municipal Buildings
- B.6 Parks and Open Space
- B.7 Police Service
- B.8 Fire Protection
- B.9 Public Schools
- B.10 Solid Waste Plan Summary

C. GUIDELINES AND CRITERIA FOR SITING ESSENTIAL PUBLIC FACILITIES

- C.1. Criteria for Siting Essential Public Facilities

D. GOALS AND POLICIES

E. 6-YEAR FINANCING PLAN

- E.1 General Fund Taxes
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EXHIBIT A

CHAPTER 6: CAPITAL FACILITIES ELEMENT

Figure 1 Wastewater Treatment Plant (2024)

A. INTRODUCTION

The Capital Facilities Element ensures that “capital facilities” (i.e. structures, improvements, infrastructures, land or other major assets), that have a useful life of at least 10 years, are in place and performing at the appropriate level of service standards and are developed concurrently with future development specifically for: streets, pedestrian, water, storm, and sewer, schools, police, fire, parks, and recreational facilities.

The Capital Facilities Element is developed in accordance with the Growth Management Act, RCW 36.70A.070(3), WAC 365-196-415 (Capital Facilities Requirements), and the King County Countywide Planning Policies per RCW 36.70A.210 and WAC 365-196-304(3).

To fulfill requirements set forth by the Washington Growth Management Act, the Capital Facilities Element includes the following information:

1. An inventory of existing capital facilities owned by public entities, showing the locations and the capacities of the public facilities;
2. A forecast of the future needs for such capital facilities;
3. The proposed locations and capacities of expanded or new capital facilities;
4. At least a six-year plan to finance such capital facilities within projected funding capacities that clearly identify sources of funds for such purposes;
5. A requirement to reassess the land use element if probable funding falls short of meeting needs and to ensure that the land use element, capital facilities element, and financing plan within the capital facilities element are coordinated and consistent; and
6. A statement that no local Comprehensive Plan or development regulation may preclude the siting of essential public facilities.

The Growth Management Act also requires that the Comprehensive Plan include a process and criteria for siting of essential public facilities (RCW 36.70A.200). Goals and policies for the siting of essential public facilities are included in this element.

The purpose of the Capital Facilities Element is to determine the availability of existing capital facilities, forecast future needs for such facilities based upon the projected growth in the community described in

EXHIBIT A

the Land Use Element, and determine how such facilities will be financed. Future needs should also be planned to maintain a locally determined level of service to be provided by those facilities. This concept of maintaining level of service standards throughout the planning period is embodied within Goal 12 of the Growth Management Act. Goal 12 states that public facilities and services necessary to support development shall be adequate to serve the development at the same time the development is available for occupancy, or within six years for transportation facilities, and the level of service should not be below local minimum standards. This concept is known as "concurrency." In North Bend, concurrency applies to transportation, water, sewer, and stormwater facilities. Specific standards and procedures to implement concurrency are addressed in concurrency regulations adopted pursuant to the Growth Management Act and the policies of the Capital Facilities Plan. Service levels are established in the Capital Facilities Plan for water, sewer, and stormwater, plus fire, schools, police, and libraries. Impacts to these facilities may be mitigated by following concurrency and/or impact mitigation regulations adopted pursuant to this Plan.

B. CAPITAL FACILITY INVENTORY AND CAPACITY

This section discusses each facility and contains information about the facility provider, existing facilities, and current service. Functional plans provide further details for a number of these capital facilities and are incorporated by reference into this Capital Facilities Element.

B.1 Water System

Water facilities serving the City of North Bend are developed and maintained by the City water utility and Sallal Water Association. Potable water is supplied through a combination of groundwater and local springs, both privately and publicly owned. In 2020 the City approved a water conservation ordinance to encourage water conservation for our environment and for future generations. The sources are as follows:

- City of North Bend Water System – The City maintains a water distribution system of almost 38 miles of pipe ranging from 1 to 20 inches in diameter. The City water system serves approximately 2,316 connections in a service area of about 9 square miles including certain adjoining areas in unincorporated King County. About 30% of the City’s distribution system is asbestos cement (AC) pipe, much of which is undersized and is nearing the end of its useful life. The other major distribution components are ductile Iron (DI), PVC, and/or Cast Iron (CI). Although capital improvements are fully shown in the City’s current Water Comprehensive Plan (2020, or as amended), which is incorporated by this reference, system priorities include replacing aging and leaking water pipes to reduce breaks and protect water quality. City water sources include the following:
 - Mt Si Springs is the City’s senior water right and primary source; use of the spring is limited by the need to provide 3 cfs (cubic feet per second) discharge to the Snoqualmie River.
 - The Centennial Well is the City’s groundwater supply which requires mitigation for impacts to surface water flows based on instream flow regulated downstream from Snoqualmie Falls.
 - Mitigation water, which replaces ground water that would have otherwise entered the Snoqualmie River system, is purchased from Seattle Public Utilities from a spring near Rattlesnake Lake and is discharged into Boxley Creek when necessary.
- Sallal Water Association - Sallal Water Association serves the City of North Bend and its Urban Growth Area east of SE 428th Street. The Sallal Water Association is a private cooperative system that borders the City of North Bend’s current service area on the southeast. As of 2024, the Sallal Water Association provides approximately 2,026 service connections.

EXHIBIT A

- Private Wells - Approximately 85 private wells provide water to homes and other uses within the City and Urban Growth Area. It is anticipated that as development occurs, many of these wells will be decommissioned as new homes and other uses are required to connect to public water (either the City’s water system or Sallal Water Association, depending on the location of the use).

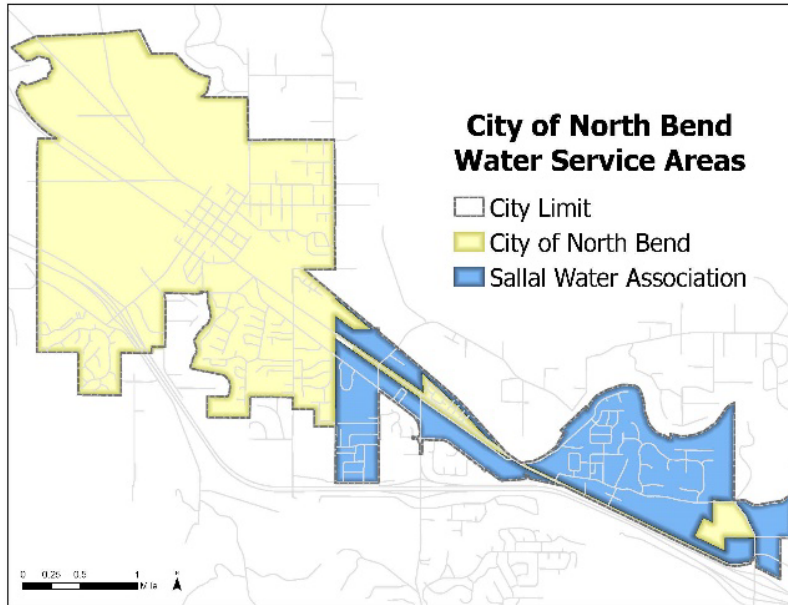


Figure 2 Water Service Area (2024)

Level of Service

The following level of service (LOS) standards shall be used to determine the adequacy of water resources and services (from *City of North Bend Water System Plan*, December 2020, or as updated):

- A. Water Supply and Mitigation: Water rights certificates and/or permits issued by Washington State Department of Ecology
- B. Conveyance: Water System Design Manual, Washington State Department of Health; and
- C. Storage: Water System Design Manual, Washington State Department of Health

B.2 Sewer Facilities

Through its sewer utility, the City of North Bend is the sole sewer service provider within City limits. Some properties in the City are served by private septic systems. The City’s current Wastewater System Facilities Plan, which is incorporated by this reference, provides a detailed description of the sewer facilities and systems.

The City owns and operates a municipal sewage collection and treatment system with associated force mains and a water reclamation facility that is capable of producing reuse quality effluent and Class B biosolids. The collection system currently serves approximately 2,112 customers comprised of residences and businesses. The wastewater treatment plant is located at 400 Bendigo Boulevard North, North Bend, Washington. The National Pollutant Discharge Elimination System (NPDES) permit allows the City to discharge treated wastewater to the South Fork of the Snoqualmie River.

In the next 20 years, the wastewater flow rate to the city’s treatment plant and the Biological Oxygen Demand (BOD) loading from residential, business/commercial, and industrial sources are anticipated to

EXHIBIT A

increase as growth occurs within the City's Urban Growth Area (UGA). The City will continue to make investments in capital improvements to meet this anticipated growth and conduct regular rate studies to ensure that sufficient funding exists for such improvements.

Capital improvements, focused on providing additional capacity for expected development with the City of North Bend and its UGA, are fully articulated in the City's current Wastewater System Facilities Plan.

Level of Service

See the Wastewater System Facilities Plan, 2017 or as updated, which establishes sewer system levels of service. The following level of service (LOS) standards shall be used to determine the adequacy of sewer resources and services:

- A. Wastewater Treatment Plant: Monthly maximum carbonaceous biochemical oxygen demand (five-day) in influent pounds/day;
- B. Pump Station: Criteria for Sewage Works Design, Washington State Department of Ecology, August 2008; and
- C. Conveyance: Criteria for Sewage Works Design, Washington State Department of Ecology, August 2008.

Adopted Plans

City of North Bend Wastewater System Facilities Plan, 2017, or as updated

B.3 Stormwater and Surface Water Facilities

The North Bend Department of Public Works manages drainage systems, stormwater facilities and surface water systems for the City. The current City of North Bend Stormwater Comprehensive Plan ("Stormwater Plan") is adopted herein by this reference and provides a detailed description of the City's stormwater system, as well as a Stormwater Capital Improvements Plan and funding mechanisms.

The City of North Bend is situated within the Three Forks area of the Upper Snoqualmie River Valley Floodplain in King County. The City lies between the Middle and South Forks of the Snoqualmie River. Local flooding may occur as a result of the flatness of the City's topography, large amounts of rain, surfacing groundwater and inadequate storm drain infrastructure in certain areas.

A stormwater utility has been created to provide a funding source, to supplement special fees, Capital Facilities Charges (CFCs), special grants and loans, and debt when needed to implement the Stormwater Plan. The utility is currently comprised of 2714 ratepayers. In addition to the Stormwater Plan, the City also developed a separate Flood Hazard Management Plan which evaluates and describes system improvements to reduce flood hazards from the Snoqualmie River ("Hazard Plan"), which is incorporated by this reference.

Level of Service

The following level of service (LOS) standards shall be used to determine the adequacy of stormwater resources and services (See North Bend Comprehensive Stormwater Management Plan.):

- A. Surface Water Design Manual, King County, Washington, except that off-site system capacity shall be analyzed and sized for conveying the 25-year peak flow runoff from contributing areas for the quarter-mile downstream reach from the developing site.
- B. Runoff detention with discharge flows controlled to match pre-developed flows for 50% of the 2-year through the 100-year storm events.

EXHIBIT A

- C. An 80% removal of total suspended solids for a typical rainfall year assuming typical pollutant concentrations between 30 and 100 mg/l.

Adopted Plan

City of North Bend Stormwater Comprehensive Plan, or as updated

B.4 Transportation Facilities

The Transportation Element of this Plan provides a detailed discussion of the transportation facilities in North Bend, including an inventory of facilities, street functional classifications, levels of service, accident analyses, and a 20-year project list of capital improvements. The City prepares and adopts a six-year Transportation Improvement Plan (TIP) as part of the Capital Improvement Plan (CIP) each year. The TIP lists both street and non-motorized projects and can include both funded and unfunded projects. Funding for the transportation projects are set forth in the TIP. This plan is prepared for transportation project scheduling, prioritization and grant eligibility purposes. Both the current Transportation Element and the TIP are adopted by reference as part of this Capital Facilities Element.

Level of Service

(See Transportation Element)

Adopted Plans

*Transportation Element of the Comprehensive Plan 2024, or as updated
6-Year Capital Improvements Plan, as updated annually*

B.5 Municipal Buildings

The City’s primary building infrastructure includes City Hall, the Public Works facility, the City Hall Annex, the Fire Station (owned jointly with Fire District 38 and described separately under the Fire Protection section of this Element), and the Wastewater Treatment Plant (described under the Wastewater section of this Element).

The Public Works Facility was constructed in 2002 and houses public works staff, including public works administrative staff, streets, stormwater, and parks staff. No additional building facility needs are anticipated at the Public Works facility within the 6-year timeframe.

The previous City Hall Annex, located at 126 E. 4th St, was originally built in 1958 as the North Bend Library. When the new library was constructed in 1994, the building became a municipal office, and currently used as rental offices for government agencies. A deed on the property requires that the building be used solely for municipal purposes.

A new City Hall was completed in 2019, located at 920 SE Cedar Falls Way, and is a 14,183 square foot facility. The Building currently houses administration, finance, public works, and community and economic development staff. No additional building facility needs are anticipated at the City Hall facility within the 6-year timeframe.

B.6 Parks and Open Space

The Parks Element of the Comprehensive Plan provides a detailed description of the City’s park and recreational facilities system, including an inventory of existing facilities, level of service standards, and a forecast of anticipated future needs to meet levels of service standards. The Parks Element also includes a 20-year Parks Capital Facilities Program for long-term improvements to the City’s park, recreation and

EXHIBIT A

open space facilities, and a 6-year Parks Capital Facilities Plan with anticipated funding sources. The Parks Element is incorporated by reference as a part of the City's Capital Facilities Element.

Level of Service

(See Parks Element)

Adopted Plan

Parks Element of the Comprehensive Plan, 2024, or as updated.

B.7 Police Service

In May 2019, the Cities of North Bend and Snoqualmie entered into an Interlocal Agreement (ILA) for the City of Snoqualmie to provide Police services to North Bend. The agreement lasts through December 2024.

Per the ILA, and subject to an amendment in 2023 for additional service, Snoqualmie has hired eight additional full time-equivalent police officers, one additional records administration person, and acquired four additional fully equipped patrol vehicles to provide a minimum of two officers on duty within North Bend city limits at all times for 18 hours a day, and a minimum of 1 officer at all other times of the day. These officers, as with the rest of the Police Department, are stationed at the Snoqualmie Police Station at 34825 SE Douglas Street in Snoqualmie, though spend substantial time on patrol in North Bend.

The Snoqualmie/North Bend Police Department provides law enforcement services to both Cities including traffic safety, community policing, accident and crime investigation, crime prevention, and public education. The department presently employs 14 officers and 3 support staff. The police station can accommodate up to 21 personnel at any given time if offices are shared during a shift, or roughly 39 for occupation throughout the day. Dispatch and jail service is provided through contract by the Issaquah Police Department; inmate management services are contracted with the City of Issaquah, King County, and the City of Sunnyside.

No expansion or modification of the Police Station is anticipated within the next six years, though depending on call service growth and priority call response times that necessitate additional police staff, the station may need additional work space within the next 15 years. The facility was designed for a future expansion via a 3,360 square foot ground-level addition, which would accommodate an additional 21 officers and support staff. Alternative scenarios include a second-story expansion over the current station parking lot, or construction of a new police station on the municipal campus location next to the Fire Station on the SE Snoqualmie Parkway. Barring expansion or relocation, the police station's estimated replacement year is 2047. The Police Department's patrol vehicles are shared among the officers, with a vehicle assigned to every two officers. Patrol vehicles are on a 5-year rotational replacement schedule.

In 2024, the Snoqualmie/North Bend Police Department opened a Police sub station at the North Bend Premium Outlet Mall, 661 South Fork Ave SW, which will serve as a local hub for North Bend officers to have a consistent presence in this area of the City.

In 2024, the Snoqualmie/North Bend Police Department operates 10 patrol vehicles (including 4 for North Bend), 1 jail transport vehicle, and 2 supervisory/patrol vehicles.

Level of Service

Average response time for police emergencies: Call to arrival 5 minutes; Dispatch to arrival 3 minutes.

EXHIBIT A

Adopted Plan

Police Service Contract Snoqualmie/North Bend Police Department, September 2012, or as updated – Reevaluation of the Contract should be a priority to ensure community needs continue to be met. Current contract was initiated in 2019 and due expire on December 31, 2024. Prior to expiration an extension agreement or new contract will be executed.

B.8 Fire Protection

The City of North Bend has its fire protection provided by Eastside Fire & Rescue (EF&R), which was formed in 1999 as the consolidation of a number of Eastside fire departments to create a new fire and emergency medical service agency. A board of directors consisting of elected officials representing each of the agencies served governs the department. This includes a board member, and one alternate Board member, from the North Bend City Council. In 2020, the Board of Directors achieved a significant long-term milestone by successfully completing the formation of EF&R into a governmental Non-Profit Organization.

A North Bend Fire Station (station 87) was built in 2013, located at 500 Maloney Grove Ave. SE. Station 87, owned jointly by the City of North Bend and Fire District 38, is a 13,166 Square foot facility with five apparatus bays, one of which is a double length bay that can accommodate two vehicles or one longer ladder truck. The building is anticipated to accommodate the staffing and facility needs over the 20-year planning period. The station currently houses one of each: engine, tender, aid car, wildland brush truck and medic unit.

Eastside Fire & Rescue staffs the station with three Firefighter/EMTs 24 hours a day throughout the year. Bellevue Fire Department, under contract with King County EMS, additionally staffs a Medic Unit with two Firefighter/Paramedics 24 hours a day throughout the year at the station. .

The services provided to the City of North Bend by Eastside Fire & Rescue include an all-hazards response: fire protection and suppression, emergency medical service consisting of both advanced life support and basic life support, technical rescue, hazardous material mitigation, public education, mobile integrated healthcare, emergency management, and a fire prevention division. Emergency radio dispatch service is provided by North East King County Regional Public Safety Communication Agency (NORCOM), which is tied into the King County 9-1-1 system.

In addition to these services, special operation teams provide technical rescue, swiftwater rescue, and wildland firefighting capabilities. The fire prevention division includes review of development proposals and construction plans, construction site inspections, and fire safety (fire code enforcement) inspections. The fire prevention division also provides basic fire investigation, while arson investigation is through a contract with King County. Public education programs include fire station tours, school programs, and informational and educational presentations on a variety of subjects such as home and business safety, CPR and First Aid Training, and emergency preparedness.

All fire department agencies in King County Washington have an automatic mutual aid agreement in place. In essence, this agreement means that any fire department within the county that needs additional resources due to a particular emergency incident or multiple incidents can request resources from other agencies within the county. This mutual aid assistance is provided automatically and without cost to the requesting agency. The City of North Bend / Eastside Fire & Rescue falls under this automatic mutual aid agreement.

Level of Service

Average response time –6 to 8 minutes

EXHIBIT A

Adopted Plan

Eastside Fire and Rescue Interlocal Agreement, October 8, 2020, or as updated

B.9 Public Schools

The Snoqualmie Valley School District #410 serves the City of North Bend. School District facilities within the City include North Bend Elementary School, Opstad Elementary School, and Two Rivers Alternative School. The District does not have plans currently to construct additional school capacity within the City of North Bend and does not currently own undeveloped property located within the City. The District owns property located in unincorporated King County and just outside of the City's Urban Growth Boundary adjacent to Twin Falls Middle School, with that property identified as permissible a future school site development pursuant to the 2012 School Siting Task Force Recommendations as adopted as a part of the King County Comprehensive Plan.

In 2015, voters approved a 20-year Snoqualmie Valley School District bond for district-wide improvements to existing school facilities, the construction of a new Elementary School in Snoqualmie (on Snoqualmie Ridge), a major reconstruction and expansion of the Mount Si High School, and conversion of the Mount Si Freshman campus back to a Middle School.

The School Board recently accepted a long-range facilities recommendation from a Citizens' Facility Advisory Committee, which identified the rebuild and expansion of North Bend Elementary, Fall City Elementary and Snoqualmie Middle schools as the highest priorities within the district. The School Board is working with the community to identify options for future bond/capital levy planning related to these recommendations.

King County Code Title 21A.43 refers to "standard of service" that each school district must establish in order to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors determined by the District that would best serve its educational program needs.

The Snoqualmie Valley School District Capital Facilities Plan includes the standard of service as established by the Snoqualmie Valley School District's Board of Directors. The Capital Facilities Plan serves as the basis for the City's collection of School Impact Fees on behalf of the School District. The City of North Bend adopts by reference the Snoqualmie Valley School District's Capital Facilities Plan as a part of this Capital Facilities Element. The City Council could, in a given year, decline to adopt the District's updated Capital Facilities Plan and, in such case, the City would not have a basis for collecting school impact fees on behalf of the District.

Level of Service

Please refer to the current adopted version of the Snoqualmie Valley School District Capital Facilities Plan which provides standards of service for class size.

Adopted Plan

(Adopted by Snoqualmie Valley School District): *Snoqualmie Valley School District Capital Facilities Plan*, as updated annually

B.10 Solid Waste Plan Summary

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The City’s Solid Waste Management Plan and waste contracts are guided by RCW 70.95 Solid Waste Management – Reduction and Recycling. This statute establishes a comprehensive statewide program for solid waste handling, and solid waste recovery and/or recycling which will prevent land, air, and water pollution and conserve the natural, economic, and energy resources of the State of Washington.

King County’s *2013 Comprehensive Solid Waste Management Plan* presents the County’s strategy for managing the solid waste systems, garbage, and recycling services over the next 20 years.

To comply with the State of Washington RCW 70.95 (Solid Waste Management – Reduction and Recycling) and the King County *Comprehensive Solid Waste Management Plan*, the City of North Bend has a contract with Recology as the service provider for the collection of curbside recyclables, compost, and garbage (mixed municipal solid waste). The City allows Recology to bill the customers directly for the contracted waste collection service. North Bend also has a signed agreement with King County for the dumping of the solid waste. Contracts with solid waste providers shall consider management of wildlife and residents and how they can be buffered from conflicts.

Level of Service

Routine waste collection and disposal program, including curbside waste, recycling, and compost (yard/food waste) for all single-family residences.

Adopted Plan

City Contract with Recology, May 12, 2023, or as updated.

B.11 Affordable Housing

The Housing Element of the Comprehensive Plan provides a detailed description of the City’s housing needs, including affordable housing needs, level of service standards, and a forecast of anticipated future needs to meet levels of service standards. Affordable Housing funds may be used to develop affordable housing. The Housing Element is also incorporated by reference as a part of the City’s Capital Facilities Element.

Adopted Plan

6-Year Capital Improvements Plan, as updated annually

C. GUIDELINES AND CRITERIA FOR SITING ESSENTIAL PUBLIC FACILITIES

The Growth Management Act and the King County Countywide Planning Policies (CPPs) require that each city and county establish a process for identifying and siting all essential public facilities, including federal, state, regional, or local proposals. The CPPs state that the Growth Management Planning Council shall establish a process by which all jurisdictions shall cooperatively site public capital facilities of a countywide or statewide nature. The process should include the following:

1. A definition of the facilities;
2. An inventory of existing and future facilities;
3. Economic and other incentives to jurisdictions receiving facilities;
4. A public involvement strategy;
5. Assurance that the environment and public health and safety are protected; and
6. Consideration of alternatives to the facility, including decentralization, demand management, and other strategies.

EXHIBIT A

C.1 Criteria for Siting Essential Public Facilities

Per RCW 36.70A.200, essential public facilities are those facilities that are typically difficult to site such as airports, state education facilities, and state or regional transportation facilities as defined in RCW 47.06.140, state or local correctional facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020. No local comprehensive plan or development regulation may preclude the siting of essential public facilities.

Criteria for siting public facilities shall include the following components:

- The State shall provide a justifiable need for the public facility and its location in North Bend based upon forecast needs and a logical service area.
- The State shall establish a public process by which residents of North Bend have an opportunity to participate in a meaningful way in the site selection process.

The City of North Bend will continue to work with King County and other jurisdictions in the decision making process for the siting of county, regional, or state public capital facilities. The City will be a strong advocate for early involvement and broad public participation and will not preclude the siting of essential public facilities within its boundaries. For the siting of local public capital facilities, the City will follow a process that includes the six steps as outlined above.

D. GOALS AND POLICIES

CF - Goal 1: Provide adequate capital facilities and services necessary to serve the community's existing and future development while maintaining adopted level of service standards.

Policies:

CF - 1.1 Ensure new development meets the required level of service through a concurrency test consistent with the City's concurrency regulations.

CF - 1.2 Work to ensure facility costs do not exceed the projected revenue. If facility costs exceed revenue then consider alternatives: reduce the level of service to be provided, reduce the cost of proposed facilities, and/or revise the Land Use Element of the Comprehensive Plan to balance the demand for facilities with revenue sources.

CF - 1.3 Require that development proposals be reviewed for available capacity to accommodate development and needed system improvements by the various providers of services, such as sewer, water, streets, flood protection, police, fire department, parks, general governmental services, and schools.

CF – 1.4 Ensure ample public opportunity to participate in the planning for capital facility improvements.

CF - Goal 2: Ensure that the Capital Facilities Plan anticipates and provides for the ongoing maintenance and operation.

Policies:

CF - 2.1 Emphasize the following concepts in the management of capital facilities:

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- a. Provide preventative maintenance and provide cost-effective and timely replacement of aging elements;
- b. Plan for the orderly extension and upgrade of capital systems while recognizing that system extensions associated with new development should be the responsibility of those desiring service;
Regularly inspect systems to ensure conformance with design standards; and
- d. Reduce the potential for service rate increases through effective fiscal management and fair and equitable rate structures.

CF - 2.2 Identify established priorities and replace existing sewer lines that are in poor condition in order to reduce inflow and infiltration and to increase the availability of capacity in the sewage treatment system.

CF - 2.3 Establish and maintain a regular backflow prevention device inspection program to prevent contamination of the water system.

CF - 2.4 Establish and maintain a regular inspection and maintenance program for catch basins, oil and water separations, and detention ponds to keep the storm damage system functioning properly

CF - 2.5 Establish and maintain a sewage pretreatment program for users that contribute heavy metals to the wastewater treatment plant.

CF – 2.6 Establish and maintain an affordable housing capital facilities program.

CF - Goal 3: Develop Capital Facilities in a manner that minimizes adverse impacts, encourages public participation, and maximizes opportunities.

Policies:

CF - 3.1 Implement best management practices available to ensure discharge of wastewater is handled to the highest environmental standard available ensuring river health. Including, but not limited to, prioritization of investments in which make progress to support water quality. Where feasible, the City will make low impact development (LID) the preferred approach to site development. LID is a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning and distributed stormwater management practices that are integrated into a project design.

CF – 3.2 Support and encourage the joint development and use of cultural and community facilities and co-location of facilities with other governmental or community organizations where these are areas of mutual concern and benefit.

CF – 3.3 Promote high quality design and site planning for the construction of capital facilities, taking into consideration future climate related stressors.

CF – 3.4 Provide outreach and notification to encourage the involvement of citizens in the siting of capital facilities.

CF – 3.5 Require that new capital facilities, including road improvements, are designed to enhance adjacent community assets such as parks, landmarks, and historic sites.

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CF – 3.6 Encourage the multiple-use of corridors for major utilities, trails, habitat corridor linkages, and transportation rights-of-way.

CF – 3.7 Investigate the opportunity to use an exclusive utility franchise agreement to work with the local utility providers to develop a plan that will eliminate overhead utility lines.

CF – 3.8 Ensure opportunities are available to incentivize citizens to address failing septic systems and increase awareness of existing programs to residents, especially those bordering sensitive areas.

CF – 3.9 Investigate opportunities to convert properties on septic system to sewer as funding becomes available.

CF – 3.10 Support and encourage climate change adaptations in capital facilities planning. Where possible, seek locations for critical infrastructure and essential public services away from the 500-year floodplain to minimize potential future hazards.

CF – 3.11 Collaborate with WSDOT, King County, and neighboring jurisdictions to plan and prioritize public and private culvert upgrades to ensure fish passage barrier removal, adequate projected stormwater passage, and continued climate-related adaptations to handle water passage into the future.

CF - Goal 4: Finance North Bend's needed capital facilities in the most economic, efficient, and equitable manner possible.

Policies:

CF - 4.1 Ensure that the burden for financing capital improvements is borne by the primary beneficiaries of the facility.

CF - 4.2 Consider long-term borrowing appropriate for financing capital facilities that benefit more than one generation of users.

CF - 4.3 Determine which services or facilities are most cost-effectively delivered by the City and which services should be contracted.

CF - 4.4 Where possible, use special assessment, revenue, and other self-supporting bonds instead of tax-supported general obligation bonds.

CF - 4.5 Adopt impact fees when legally authorized to mitigate the economic impacts of development.

CF - 4.6 Review the growth projections and capital facilities plans at least every other year before the City budget process to ensure that development does not out-pace the City's ability to provide and maintain adequate public facilities and services.

CF – 4.7 Ensure adequate staffing to enable the City to provide improvements necessary to the City’s capital facilities to maintain adopted level of service standards.

CF - 4.8 Phase the development of capital facilities to provide sufficient lead-time in financing, planning, and construction in order to provide the facilities when needed.

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CF – 4.9 Coordinate the City's land use and public works planning activities with an ongoing program of long-range financial planning to conserve fiscal resources available to implement the Capital Facilities Element.

CF – 4.10 Ensure that fiscal policies to direct expenditures for capital improvements are consistent with other Comprehensive Plan elements.

CF - 4.11 Ensure that all city departments review changes to the Capital Facilities Element.

CF – 4.12 Monitor annually school, fire, police, park, waste disposal, and other capital facilities to ensure that existing and future needs are met.

CF – 4.13 Annually consider adoption by reference the Snoqualmie Valley School District Capital Facilities Plan. The City of North Bend shall collect on behalf of the District the most current school impact fee.

CF – 4.14 Achieve a bond rating of A+ or better to lower the cost for securing funding for capital improvements.

CF - Goal 5: Provide a full range of cost-effective services to residents within North Bend City boundaries and the Urban Growth Area as annexed.

Policies:

CF - 5.1 Coordinate with water districts and surrounding jurisdictions to ensure that requirements for future water supply and water quality will be met.

CF - 5.2 Provide an adequate water supply and distribution system at all times for all domestic use and for fire flow and fire protection.

CF - 5.3 Develop a long-range capital facilities program that anticipates the extension of public sewer and water to all residential areas of the City of North Bend.

CF – 5.4 Extend utility service to the North Bend UGA only pursuant to a pre-annexation agreement. .

CF – Goal 6: Provide a full range of cost-effective services to commercial and industrial uses within North Bend City boundaries.

Policies:

CF – 6.1 Coordinate with Water districts to ensure that requirements for future water supply and water quality will be met for non-residential users.

CF – 6.2 If a moratorium is declared by the Sallal water district, the city shall consider assumption of services.

CF – 6.3 If Sallal water district is unable to serve water to a property owner, the City shall consider support of application for City service.

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CF - Goal 7: Protect the interests of the City and its residents in the siting of essential public facilities as defined in RCW 36.70A.200.

Policies:

CF - 7.1 Base decisions for siting of essential public facilities upon criteria including, but not limited to, the following:

- a. Justification of need and location in area of North Bend;
- b. Specific facility requirements (acreage, transportation access, etc.);
- c. Land use compatibility;
- d. Potential environmental impacts;
- e. Potential traffic impacts;
- f. Consistency with the Comprehensive Plan;
- g. Public process for meaningful participation of the residents of North Bend;
- h. Essential public facilities that are countywide or statewide in nature (e.g., solid waste and/or hazardous waste facilities) must meet existing state law and regulations requiring specific siting and permitting requirements; and
- i. Impact on public health, safety, welfare, and property values by siting of essential public facilities.
- j. Consider future climate conditions during siting and design of capital facilities, including changes to temperature, rainfall, and flooding to help ensure they function as intended over their planned life cycle.

CF – 7.2 Participate in regional processes for determining the location of essential facilities.

E. SIX-YEAR FINANCING PLAN

Under the Growth Management Act (GMA), the Capital Facilities Element is required to address all public facilities except transportation which is addressed separately in the Transportation Element. According to the GMA, public facilities and services shall be adequate to serve the development without decreasing the level of service described in the Comprehensive Plan. This section includes a discussion of existing and potential revenue sources, debt capacity, options for using debt financing to fund needed improvements, and an overall Capital Facilities summary of the finance plans for individual facilities. North Bend uses a number of different financing sources to pay for capital projects. The following paragraphs contain a summary of such potential funding sources: grants; loans; taxes; endowments; special improvement districts; bonds; capital facility charges; and impact fees.

E.1 General Fund Taxes

General fund taxes may be used to pay for construction of public facilities not financed by other dedicated funds. Streets, police buildings, and general governmental buildings such as a City Hall, are often funded in part by general fund taxes.

E.2 Special Improvement Districts

Road Improvement Districts, Business Improvement Areas, Utility Local Improvement Districts, and Special Assessment Districts are used to finance projects within a specific geographic area, as opposed to those that will serve the entire city. These projects are paid by assessments against the properties benefited by the improvements. For instance, Utility Local Improvement Districts (ULID) financing is frequently applied to water or sewer system extensions. Typically, ULIDs are formed by the City at the written request of the property owners within a specific area. Upon receipt of a sufficient number of signatures on petitions, the local improvement area is defined, needed improvements are identified, and an assessment system is designated for that particular area in accordance with state law. Each separate

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property in the ULID is assessed in accordance with the special benefits the property receives from the system improvements.

E.3 Special Revenue Funds

Special revenue funds account for revenues derived from specific taxes, grants, loans, or other sources that are designated to finance particular activities of the City. An example is the Real Estate Excise Tax which taxes real estate transactions.

E.4 Washington State Public Works Trust Fund Loans

Public Works Trust Funds are also considered special revenue funds for capital projects. They are loans from the State Department of Community, Trade, and Economic Development.

E.5 Bonds

As of 2015 the city has earned an A+ bond rating which allows the City to secure lower rates on loans and bonds. The City should endeavor to maintain or improve this rating. Such bonds include:

General Obligation Bonds

General Obligation (GO) Bonds are backed by the value of the property within the jurisdiction (its full faith and credit). There are two types of General Obligation Bonds: voter-approved and councilmanic. Voter approved bonds will increase the property tax rate with the increased revenues dedicated to paying principal and interest on the bonds. The North Bend City Council could approve councilmanic bonds without the need for voter approval. Principal and interest payments for councilmanic bonds come from general government revenues without a corresponding increase in taxes. This method does not use a dedicated funding source. As a result, general fund moneys required for pay back will not be available for other government operations.

Revenue Bonds

The revenue received from the utility for which the bonds are issued finances the capital facility or infrastructure. A portion of the utility charge is set aside to pay off the bonds as well as capital facility charges designated for each utility.

E.6 Grant and Loan Programs

North Bend may use various grants and loans to fund facilities. Potential sources are as follows:

- Community Development Block Grants
- Interagency Committee for Outdoor Recreation (IAC)
- Farmers Home Administration (Water & Wastewater Development Program; Community Facilities Program)
- Community Economic Revitalization Board
- Centennial Clean Water Fund Program
- Non-Point Water Quality Grants Program
- Transportation Improvement Board

E.7 Facility Connection Charges

State law allows Cities to charge a fee for connection to a sewer, water, or storm drainage system which the City presently does. The fee may be calculated based on reimbursement for a share of the cost for facilities already constructed and facilities that the utility will need to construct in the future.

E.8 Impact Fees

The Growth Management Act (GMA) authorizes cities to impose certain types of impact fees on new development. These fees should pay for the development's proportionate share of the cost of providing

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the public facilities needed to serve the development. Impact fees are collected for schools, transportation projects (including streets and sidewalks), bicycle facilities and trails, parks and open space, and fire protection.

E.9 SEPA Mitigation

The State Environmental Policy Act authorizes cities to identify project impacts and require mitigation consistent with adopted policies and standards as a condition of development approval. This mechanism is commonly used where specific facility charges and impact fees do not adequately address mitigation of development impacts.

E.10 Endowments

Capital facilities can be funded with a grant of money from donors set aside specifically to fund the construction of particular designated facilities.

E.11 Limitations on Municipal Indebtedness

The Washington State Constitution places limits on the amount of general obligation debt that any city may incur. As prescribed by statutes of the State of Washington, the unlimited tax general obligation indebtedness permitted for cities, subject to an approving 60 percent majority vote of registered voters at an election at which 40 percent of those who voted at the last general election cast a ballot, is limited to 2.5 percent of assessed value for general purposes, 2.5 percent for certain utility purposes and 2.5 percent for open space, park facilities and capital facilities associated with economic development. Within the 2.5 percent of assessed value for general purposes, a city may, without a vote of the electors, incur general obligation indebtedness in an amount not to exceed 1.5 percent of assessed value. Additionally, within the 2.5 percent of assessed value for general purposes, a city may, also without a vote of the electors, enter into leases if the total principal component of the lease payments, together with the other non-voted general obligation indebtedness of the city, does not exceed 1.5 percent of assessed value. The combination of unlimited tax and limited tax general obligation debt for general purposes, including leases, cannot exceed 2.5 percent of assessed value, and for all purposes cannot exceed 7.5 percent of assessed value. The City intends to always pursue the highest bond rating possible, therefore reducing indebtedness is a priority.

CHAPTER 6: CAPITAL FACILITIES ELEMENT

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CHAPTER 6: CAPITAL FACILITIES ELEMENT



Figure 1 Wastewater Treatment Plant (2024)

A. INTRODUCTION

The Capital Facilities Element ensures that “capital facilities” (i.e. structures, improvements, infrastructures, land or other major assets), that have a useful life of at least 10 years, are in place and performing at the appropriate level of service standards and are developed concurrently with future development specifically for: streets, pedestrian, water, storm, and sewer, schools, police, fire, parks, and recreational facilities.

The Capital Facilities Element is developed in accordance with the Growth Management Act, RCW 36.70A.070(3), WAC 365-196-415 (Capital Facilities Requirements), and the King County Countywide Planning Policies per RCW 36.70A.210 and WAC 365-196-304(3).

To fulfill requirements set forth by the Washington Growth Management Act, the Capital Facilities Element includes the following information:

1. An inventory of existing capital facilities owned by public entities, showing the locations and the capacities of the public facilities;
2. A forecast of the future needs for such capital facilities;
3. The proposed locations and capacities of expanded or new capital facilities;
4. At least a six-year plan to finance such capital facilities within projected funding capacities that clearly identify sources of funds for such purposes;
5. A requirement to reassess the land use element if probable funding falls short of meeting needs and to ensure that the land use element, capital facilities element, and financing plan within the capital facilities element are coordinated and consistent; and
6. A statement that no local Comprehensive Plan or development regulation may preclude the siting of essential public facilities.

The Growth Management Act also requires that the Comprehensive Plan include a process and criteria for siting of essential public facilities (RCW 36.70A.200). Goals and policies for the siting of essential public facilities are included in this element.

The purpose of the Capital Facilities Element is to determine the availability of existing capital facilities, forecast future needs for such facilities based upon the projected growth in the community described in the Land Use Element, and determine how such facilities will be financed. Future needs should also be planned to maintain a locally determined level of service to be provided by those facilities. This concept of maintaining level of service standards throughout the planning period is embodied within Goal 12 of the Growth Management Act. Goal 12 states that public facilities and services necessary to support development shall be adequate to serve the development at the same time the development is available for occupancy, or within six years for transportation facilities, and the level of service should not be below local minimum standards. This concept is known as "concurrency." In North Bend, concurrency applies to transportation, water, sewer, and stormwater facilities. Specific standards and procedures to implement concurrency are addressed in concurrency regulations adopted pursuant to the Growth Management Act and the policies of the Capital Facilities Plan. Service levels are established in the Capital Facilities Plan for water, sewer, and stormwater, plus fire, schools, police, and libraries. Impacts to these facilities may be mitigated by following concurrency and/or impact mitigation regulations adopted pursuant to this Plan.

B. CAPITAL FACILITY INVENTORY AND CAPACITY

This section discusses each facility and contains information about the facility provider, existing facilities, and current service. Functional plans provide further details for a number of these capital facilities and are incorporated by reference into this Capital Facilities Element.

B.1 Water System

Water facilities serving the City of North Bend are developed and maintained by the City water utility and Sallal Water Association. Potable water is supplied through a combination of groundwater and local springs, both privately and publicly owned. In 2020 the City approved a water conservation ordinance to encourage water conservation for our environment and for future generations. The sources are as follows:

- City of North Bend Water System – The City maintains a water distribution system of almost 38 miles of pipe ranging from 1 to 20 inches in diameter. The City water system serves approximately ~~1,892~~2,316 connections in a service area of about 9 square miles including certain adjoining areas in unincorporated King County. About ~~34~~30% of the City’s distribution system is asbestos cement (AC) pipe, much of which is undersized and is nearing the end of its useful life. The other major distribution components are ductile Iron (DI), PVC, and/or Cast Iron (CI). Although capital improvements are fully shown in the City’s current Water Comprehensive Plan (202~~0~~, or as amended), which is incorporated by this reference, system priorities include replacing aging and leaking water pipes to reduce breaks and protect water quality. City water sources include the following:
 - Mt Si Springs is the City’s senior water right and primary source; use of the spring is limited by the need to provide 3 cfs (cubic feet per second) discharge to the Snoqualmie River.
 - The Centennial Well is the City’s groundwater supply which requires mitigation for impacts to surface water flows based on instream flow regulated downstream from Snoqualmie Falls.
 - Mitigation water, which replaces ground water that would have otherwise entered the Snoqualmie River system, is purchased from Seattle Public Utilities from a spring near Rattlesnake Lake and is discharged into Boxley Creek when necessary.
- Sallal Water Association - Sallal Water Association serves the City of North Bend and its Urban Growth Area east of SE 428th Street. The Sallal Water Association is a private cooperative

system that borders the City of North Bend's current service area on the southeast. As of ~~2015~~2024, the Sallal Water Association provides approximately ~~2,400~~2,026 service connections.

- Private Wells - Approximately 85 private wells provide water to homes and other uses within the City and Urban Growth Area. It is anticipated that as development occurs, many of these wells will be decommissioned as new homes and other uses are required to connect to public water (either the City's water system or Sallal Water Association, depending on the location of the use).

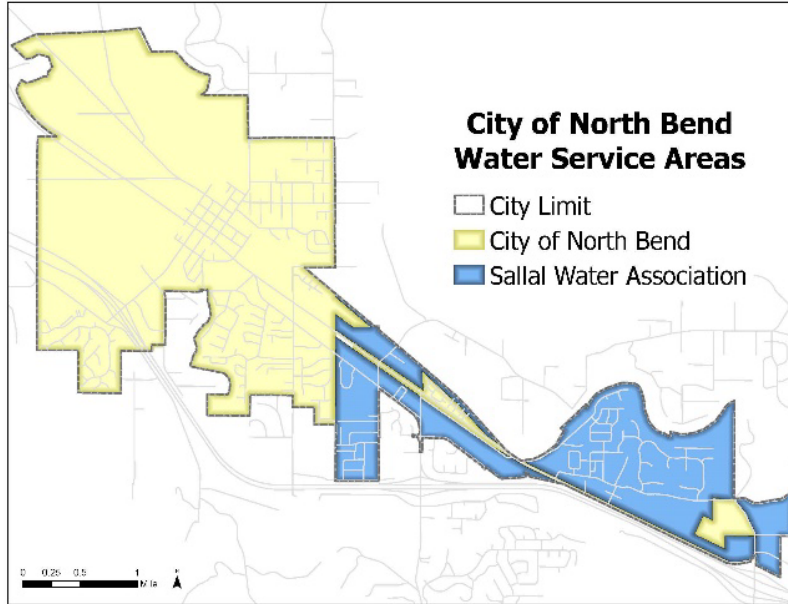


Figure 2 Water Service Area (2024)

Level of Service

The following level of service (LOS) standards shall be used to determine the adequacy of water resources and services (from *City of North Bend Water System Plan*, ~~October 2010~~December 2020, or as updated):

- A. ~~Water Rights—Certificates as issued to the City of North Bend by Washington State Department of Ecology.~~ Water Supply and Mitigation: Water rights certificates and/or permits issued by Washington State Department of Ecology
- B. ~~Conveyance—Group A Public Water System Waterworks Standards, Washington State Department of Health, 1999~~
 - a. ~~A residual pressure of 30 p.s.i. (pounds per square inch) at all points in the system during peak hour demand.~~
 - b. ~~A residual pressure of 20 p.s.i. at all points in the system during maximum daily demand plus a fire flow.~~
- ~~C.~~ B. A 6 inch minimum diameter pipe for supply. ~~Conveyance: Water System Design Manual, Washington State Department of Health; and~~
- ~~D. Storage—Waterworks Standards, Washington State Department of Health, 1996.~~
- ~~E.~~ C. Adequate equalizing, standby, and fire suppression storage in the system based on system characteristics. ~~Storage: Water System Design Manual, Washington State Department of Health~~

B.2 Sewer Facilities

Through its sewer utility, the City of North Bend is the sole sewer service provider within City limits. Some properties in the City are served by private septic systems. The City's current ~~Comprehensive Sewer Plan~~ Wastewater System Facilities Plan, which is incorporated by this reference, provides a detailed description of the sewer facilities and systems.

The City owns and operates a municipal sewage collection and treatment system with associated force mains and a water reclamation facility that is capable of producing reuse quality effluent and Class ~~AB~~ biosolids. The collection system currently serves approximately ~~1,246,112~~ customers comprised of residences and businesses. The wastewater treatment plant is located at 400 Bendigo Boulevard North, North Bend, Washington. The National Pollutant Discharge Elimination System (NPDES) permit allows the City to discharge treated wastewater to the South Fork of the Snoqualmie River.

In the next 20 years, the wastewater flow rate to the city's treatment plant and the Biological Oxygen Demand (BOD) loading from residential, business/commercial, and industrial sources are anticipated to increase as growth occurs within the City's Urban Growth Area (UGA). The City will continue to make investments in capital improvements to meet this anticipated growth and conduct regular rate studies to ensure that sufficient funding exists for such improvements.

Capital improvements, focused on providing additional capacity for expected development with the City of North Bend and its UGA, are fully articulated in the City's current ~~Sewer Comprehensive Plan~~ Wastewater System Facilities Plan.

Level of Service

See the ~~North Bend Sewer Comprehensive Plan~~ Wastewater System Facilities Plan, 2004-17 or as updated, which establishes sewer system levels of service. The following level of service (LOS) standards shall be used to determine the adequacy of sewer resources and services:

- A. Wastewater Treatment Plant: Monthly maximum carbonaceous biochemical oxygen demand (five-day) in influent pounds/day;
- B. Pump Station: Criteria for Sewage Works Design, Washington State Department of Ecology, August 2008; and
- A-C. Conveyance: Criteria for Sewage Works Design, Washington State Department of Ecology, August 2008.

Adopted Plans

~~City of North Bend Comprehensive Sewer Plan~~ Wastewater System Facilities Plan, 2017-2001, or as updated (~~update anticipated in 2016~~)
~~Sewer 6 Year Priority Plan (anticipated in 2016)~~

~~In addition to the Sewer Comprehensive Plan, the City is presently developing a 6-year priority plan, which identifies the necessary priority improvement at the Waste Water Treatment Plant (Table 1 below).~~

		Construction Costs (\$1,000s)			
		Immediate		Near Term	
		Priority 1	Priority 2	Priority 3	Priority 4
A. Monitoring Improvements					
1	HW - Add gate to separate sewage & RAS @ headworks	Done			
2	ULID6 PS - Re zero flow meter	Done			
3	Upgrade Sampler power and controls	\$33			
4	Old IPS- revise piping to separate sewage & recycle flows from solids handling bldg	\$114			
	SUBTOTAL	\$146	\$0	\$0	\$0
B. Hydraulic Improvements					
5	Oxidation Ditch - add new ML outlet weir and 30" pipe to eliminate aerator overloads	\$261			
6	Old IPS - reprogram to prevent simultaneous pumping with ULID6 PS; route plant & trailer park raw sewage to ULID6 PS		\$81		
7	ULID6 PS - replace small pump for lower flows, better grit removal & less pump wear		\$65		
8	ULID6 PS - add bar rack to protect pumps from large solids		\$21		
9	Headworks - reroute RAS to reduce headworks surcharging		\$16		
10	Small Clarifiers - Refurbish clarifier mechanisms & replace RAS pumps for DOE capacity rating		\$348		
	SUBTOTAL	\$261	\$532	\$0	\$0
C. Aeration					
11	Oxidation Ditch - Repair brush aerators for more reliable operation	\$395			
12	Oxidation Ditch - Add DO and ORP control for better, more reliable effluent quality		\$29		
	SUBTOTAL	\$395	\$29		
D. Washwater					
13	Washwater - provide reservoir in chlorine contact tank for more reliable UV cooling and sludge dryer odor control	\$14			
14	Washwater - provide new strainer to prevent clogging sprays especially at sludge dryer quenching nozzles				\$42
	SUBTOTAL	\$14			\$42
E. UV Disinfection					
15	UV disinfection - add low flow cooling loop with plant water	\$14			
16	UV Disinfection - provide automatic pacing of UV dose with flow, transmittance and turbidity	\$40			
17	UV Disinfection - add 3rd & 4th UV unit to provide higher dose				\$406
18	UV disinfection - add cooling fans to UV panels for safety				\$15
	SUBTOTAL	\$54		\$406	\$15
F. SCADA					
19	Provide SCADA alarms & controls for Centrifuge, Sludge Dryer, Washwater, Liquids Process, Old IPS	\$244			
	SUBTOTAL	\$244			
G. Scum Control					
20	Big Clarifier - provide scum aging tank for better scum and grease control		\$50		
21	Big Clarifier - repair clarifier scum collection system and fix clarifier controls		\$13		
22	Big clarifier - upgrade surface spray system for better scum removal and lower washwater use		\$14		
	SUBTOTAL		\$77		
H. Sludge Handling					
23	Sludge Dryer - Add dried sludge distributor and purchase haul truck		\$367		
24	Sludge thickening - convert small clarifiers to sludge thickeners and aerated holding tank for more sludge handling capacity				\$324
25	Standby Power - provide standby power for sludge dryer for more reliable operation and odor control			\$349	
26	Sludge Tank - Add decant pump for gravity thickening and more sludge handling capacity				\$23
27	Sludge Dryer - Provide backup water supply to quench tank for more reliable drying and odor control				\$47
28	Sludge Dryer - exhaust fan control improvements for more reliable drying and odor control				\$12
29	Dewatered sludge truck/container loading conveyor for alternate sludge disposal when dryer is insufficient	\$200			
	SUBTOTAL	\$200	\$367	\$349	\$405
Preliminary Total Construction Cost (1)		\$1,313	\$1,005	\$755	\$462
Preliminary Total Project Cost by Priority (2)		\$1,672	\$1,280	\$961	\$589
Preliminary Total Project Cost (Sum of Priorities 1-4)		\$4,502			
Notes:					
(1) Construction Cost includes a 30% contingency and 8.8% Sales Tax					
(2) Project Cost includes Construction Cost plus 15% Engineering, 15% Construction Management)					

In addition to the above improvements, water temperature will also be addressed through improvements to the plant such as a shading structure, trees, or flow equalizer. Budgeting for this improvement will be determined prior to completion of the 6 Year Sewer Priority Plan.

B.3 Stormwater and Surface Water Facilities

The North Bend Department of Public Works manages drainage systems, stormwater facilities and surface water systems for the City. The current City of North Bend Stormwater Comprehensive Plan (“Stormwater Plan”) is adopted herein by this reference and provides a detailed description of the City’s stormwater system, as well as a Stormwater Capital Improvements Plan and funding mechanisms.

The City of North Bend is situated within the Three Forks area of the Upper Snoqualmie River Valley Floodplain in King County. The City lies between the Middle and South Forks of the Snoqualmie River. Local flooding may occur as a result of the flatness of the City’s topography, large amounts of rain, surfacing groundwater and inadequate storm drain infrastructure in certain areas.

A stormwater utility has been created to provide a funding source, to supplement special fees, Capital Facilities Charges (CFCs), special grants and loans, and debt when needed to implement the Stormwater Plan. The utility is currently comprised of 27141,977 ratepayers. In addition to the Stormwater Plan, the City also developed a separate Flood Hazard Management Plan which evaluates and describes system improvements to reduce flood hazards from the Snoqualmie River (“Hazard Plan”), which is incorporated by this reference.

Level of Service

The following level of service (LOS) standards shall be used to determine the adequacy of stormwater resources and services (See North Bend Comprehensive Stormwater Management Plan.):

- A. Surface Water Design Manual, King County, Washington, except that off-site system capacity shall be analyzed and sized for conveying the 25-year peak flow runoff from contributing areas for the quarter-mile downstream reach from the developing site.
- B. Runoff detention with discharge flows controlled to match pre-developed flows for 50% of the 2-year through the 100-year storm events.
- C. An 80% removal of total suspended solids for a typical rainfall year assuming typical pollutant concentrations between 30 and 100 mg/l.

Adopted Plan

City of North Bend Stormwater Comprehensive Plan, ~~December 2013~~, or as updated

B.4 Transportation Facilities

The Transportation Element of this Plan provides a detailed discussion of the transportation facilities in North Bend, including an inventory of facilities, street functional classifications, levels of service, accident analyses, and a 20-year project list of capital improvements. The City prepares and adopts a six-year Transportation Improvement Plan (TIP) as part of the Capital Improvement Plan (CIP) each year. The TIP lists both street and non-motorized projects and can include both funded and unfunded projects. Funding for the transportation projects are set forth in the TIP. This plan is prepared for transportation project scheduling, prioritization and grant eligibility purposes. Both the current Transportation Element and the TIP are adopted by reference as part of this Capital Facilities Element.

Level of Service

(See Transportation Element)

Adopted Plans

*Transportation Element of the Comprehensive Plan 2024, ~~2012~~, or as updated
6-Year ~~Transportation~~ Capital Improvements Plan, as updated annually*

B.5 Municipal Buildings

The City's primary building infrastructure includes City Hall, the Public Works facility, the ~~Community and Economic Development Office City Hall Annex~~, the Fire Station (owned jointly with Fire District 38 and described separately under the Fire Protection section of this Element), and the Wastewater Treatment Plant (described under the Wastewater section of this Element).

The Public Works Facility was constructed in 2002 and houses all public works staff, including public works administrative staff, streets, stormwater, and parks staff. No additional building facility needs are anticipated at the Public Works facility within the 6-year timeframe.

The ~~previous Community and Economic Development Office City Hall Annex~~, located at 126 E. 4th St, was originally built in 1958 as the North Bend Library. When the new library was constructed in 1994, the building became a municipal office, and currently **used as rental offices for government agencies** houses the Community and Economic Development (CED) Department, containing planning and building staff. ~~Planning and Building Department staffing needs within the 20-year timeframe are anticipated to grow by a small margin (2 to 3 employees). The existing building does not have space to accommodate the future staffing levels. However, the CED staff are anticipated to move to a new City Hall and Municipal Campus described below. When that occurs, the existing Community and Economic Development Office may be used for records and other municipal storage.~~ A deed on the property requires that the building be used solely for municipal purposes.

~~A new City Hall was originally constructed-completed in 19382019, located at 920 SE Cedar Falls Way, and is a 14,183 square foot facility.-as the City's fire station. The building has been remodeled a number of times, but is showing its age and has become structurally and functionally deficient. The City plans to construct a new Civic Center or remodel the existing facility. Planning, cost comparisons and cost evaluations are underway as of the adoption of this plan.~~ The Building currently houses administration, finance, public works, and community and economic development staff. No additional building facility needs are anticipated at the City Hall facility within the 6-year timeframe.

B.6 Parks and Open Space

The Parks Element of the Comprehensive Plan provides a detailed description of the City's park and recreational facilities system, including an inventory of existing facilities, level of service standards, and a forecast of anticipated future needs to meet levels of service standards. The Parks Element also includes a 20-year Parks Capital Facilities Program for long-term improvements to the City's park, recreation and open space facilities, and a 6-year Parks Capital Facilities Plan with anticipated funding sources. The Parks Element is incorporated by reference as a part of the City's Capital Facilities Element.

Level of Service

(See Parks Element, ~~updated 2015~~)

Adopted Plan

Parks Element of the Comprehensive Plan, ~~2015~~2024, or as updated.

B.7 Police Service

~~In September May 20192, the Cities of North Bend and Snoqualmie entered into an Interlocal Agreement (ILA) for the City of Snoqualmie to provide Police services to North Bend.- The agreement lasts through March-December 202419.~~

Per the ILA, and subject to an amendment in 2023~~15~~ for additional service, Snoqualmie has hired eight additional full time-equivalent police officers, one additional records administration person, and acquired four additional fully equipped patrol vehicles to provide a minimum of two officers on duty within North Bend city limits at all times for 18 hours a day, and a minimum of 1 officer at all other times of the day. These officers, as with the rest of the Police Department, are stationed at the Snoqualmie Police Station at 34825 SE Douglas Street in Snoqualmie, though spend substantial time on patrol in North Bend.

The Snoqualmie/North Bend Police Department provides law enforcement services to both Cities including traffic safety, community policing, accident and crime investigation, crime prevention, and public education. The department presently employs 14 officers and 3 support staff. The police station can accommodate up to 21 personnel at any given time if offices are shared during a shift, or roughly 39 for occupation throughout the day. Dispatch and jail service is provided through contract by the Issaquah Police Department; inmate management services are contracted with the City of Issaquah, ~~and King County, and the City of Sunnyside.~~

No expansion or modification of the Police Station is anticipated within the next six years, though depending on call service growth and priority call response times that necessitate additional police staff, the station may need additional work space within the next 15 years. The facility was designed for a future expansion via a 3,360 square foot ground-level addition, which would accommodate an additional 21 officers and support staff. Alternative scenarios include a second-story expansion over the current station parking lot, or construction of a new police station on the municipal campus location next to the Fire Station on the SE Snoqualmie Parkway. Barring expansion or relocation, the police station's estimated replacement year is 2047. The Police Department's patrol vehicles are shared among the officers, with a vehicle assigned to every two officers. Patrol vehicles are on a 5-year rotational replacement schedule.

In 2024, the Snoqualmie/North Bend Police Department opened a Police sub station at the North Bend Premium Outlet Mall, 661 South Fork Ave SW, which will serve as a local hub for North Bend officers to have a consistent presence in this area of the City.

In 2024~~15~~, the Snoqualmie/North Bend Police Department operates 10 patrol vehicles (including 4 for North Bend), 1 jail transport vehicle, and 2 supervisory/patrol vehicles.

Level of Service

Average response time for police emergencies: Call to arrival 5 minutes; Dispatch to arrival 3 minutes.

Adopted Plan

Police Service Contract Snoqualmie/North Bend Police Department, September 2012, or as updated – Reevaluation of the Contract ~~1 year prior to its expiration~~ should be a priority to ensure community needs continue to be met. Current contract was initiated in 2019 and due expire on December 31, 2024. Prior to expiration an extension agreement or new contract will be executed.

B.8 Fire Protection

The City of North Bend has its fire protection provided by Eastside Fire & Rescue (EF&R), which was formed in 1999 as the consolidation of a number of Eastside fire departments to create a new fire and emergency medical service agency. A board of directors consisting of elected officials representing each of the agencies served governs the department. This includes a board member, and one alternate Board member, from the North Bend City Council. In 2020, the Board of Directors achieved a significant long-term milestone by successfully completing the formation of EF&R into a governmental Non-Profit Organization.

A ~~new~~ North Bend Fire Station (station 87) was ~~completed~~built in 2013, located at 500 Maloney Grove Ave. SE. Station 87, owned jointly by the City of North Bend and Fire District 38, is a 13,166 Square foot facility with five apparatus bays, one of which is a double length bay that can accommodate two vehicles or one longer ladder truck. The building is anticipated to accommodate the staffing and facility needs over the 20-year planning period. The station currently houses one of each: ~~ladder truck~~, engine, tender, aid car, wildland brush truck and medic unit.

Eastside Fire & Rescue staffs the station with three Firefighter/EMTs 24 hours a day throughout the year. Bellevue Fire Department, under contract with King County EMS, additionally staffs a Medic Unit with two Firefighter/Paramedics 24 hours a day throughout the year at the station. ~~This full time staff is supplemented by reserve (volunteer) firefighters who report to the station on an on-call basis.~~

The services provided to the City of North Bend by Eastside Fire & Rescue include an all-hazards response: fire protection and suppression, emergency medical service consisting of both advanced life support and basic life support, technical rescue, hazardous material mitigation, public education, mobile integrated healthcare, emergency management, and a fire prevention division. Emergency radio dispatch service is provided by North East King County Regional Public Safety Communication Agency (NORCOM), which is tied into the King County 9-1-1 system.

In addition to these services, special operation teams provide technical rescue, swiftwater rescue, and wildland firefighting capabilities. The fire prevention division includes review of development proposals and construction plans, construction site inspections, and fire safety (fire code enforcement) inspections. The fire prevention division also provides basic fire investigation, while arson investigation is through a contract with King County. Public education programs include fire station tours, school programs, and informational and educational presentations on a variety of subjects such as home and business safety, CPR and First Aid Training, and emergency preparedness.

All fire department agencies in King County Washington have an automatic mutual aid agreement in place. In essence, this agreement means that any fire department within the county that needs additional resources due to a particular emergency incident or multiple incidents can request resources from other agencies within the county. This mutual aid assistance is provided automatically and without cost to the requesting agency. The City of North Bend / Eastside Fire & Rescue falls under this automatic mutual aid agreement.

Level of Service

Average response time —~~5 to 6~~ to 8 minutes

Adopted Plan

Eastside Fire and Rescue Interlocal Agreement, ~~January 1, 2015~~ October 8, 2020, or as updated

B.9 Public Schools

The Snoqualmie Valley School District #410 serves the City of North Bend. School District facilities within the City include North Bend Elementary School, Opstad Elementary School, and Two Rivers Alternative School. The District ~~currently~~ does not have plans currently to construct for additional school facilities capacity within the City of North Bend and does not currently own undeveloped property located within the City, ~~but~~ The District does own property located in unincorporated King County and just outside of the City’s Urban Growth Boundary adjacent to Twin Falls Middle School, with that property has been identified as permissible a future elementary school site development pursuant to the 2012 School Siting Task Force Recommendations as adopted as a part of the King County Comprehensive Plan.

In 2015, voters approved a 20-year Snoqualmie Valley School District bond for district-wide improvements to existing school facilities, the construction of a new Elementary School in Snoqualmie (on Snoqualmie Ridge), a major reconstruction and expansion of the Mount Si High School, and conversion of the Mount Si Freshman campus back to a Middle School. ~~No new schools within North Bend are provided in this bond measure.~~

The School Board recently accepted a long-range facilities recommendation from a Citizens' Facility Advisory Committee, which identified the rebuild and expansion of North Bend Elementary, Fall City Elementary and Snoqualmie Middle schools as the highest priorities within the district. The School Board is working with the community to identify options for future bond/capital levy planning related to these recommendations.

King County Code Title 21A.43 refers to “standard of service” that each school district must establish in order to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors determined by the District that would best serve its ~~student population~~ educational program needs.

The Snoqualmie Valley School District Capital Facilities Plan includes the standard of service as established by the Snoqualmie Valley School District's Board of Directors. ~~The Capital Facilities Plan, which serves as the basis for the City's collection of School Impact Fees on behalf of the School District. The City of North Bend adopts by reference the Snoqualmie Valley School District's Capital Facilities Plan as a part of this Capital Facilities Element. The City Council could, in a given year, decline to adopt the District's updated, unless the City Council adopts an ordinance contrary to the District's Capital Facilities Plan and, in such case, the City would not have a basis for collecting within a given year concerning the collection of school impact fees on behalf of the District.~~

Level of Service

Please refer to the current adopted version of the Snoqualmie Valley School District Capital Facilities Plan which provides standards of service for class size.

Adopted Plan

(Adopted by Snoqualmie Valley School District): *Snoqualmie Valley School District Capital Facilities Plan*, as updated annually

B.10 Solid Waste Plan Summary

The City's Solid Waste Management Plan and waste contracts are guided by RCW 70.95 Solid Waste Management – Reduction and Recycling. This statute establishes a comprehensive statewide program for solid waste handling, and solid waste recovery and/or recycling which will prevent land, air, and water pollution and conserve the natural, economic, and energy resources of the State of Washington.

King County's *2013 Comprehensive Solid Waste Management Plan* presents the County's strategy for managing the solid waste systems, garbage, and recycling services over the next 20 years.

To comply with the State of Washington RCW 70.95 (Solid Waste Management – Reduction and Recycling) and the King County *Comprehensive Solid Waste Management Plan*, the City of North Bend has a contract with ~~Republic Services~~ Recology as the service provider for the collection of curbside recyclables, compost, and garbage (mixed municipal solid waste). The City allows ~~Republic Services~~ Recology to bill the customers directly for the contracted waste collection service. North Bend also has a signed agreement with King County for the dumping of the solid waste. ~~Further information on~~

solid waste management and the City's contract with Republic Services can be found in the Utilities Element. Contracts with solid waste providers shall consider management of wildlife and residents and how they can be buffered from conflicts.

Level of Service

Routine waste collection and disposal program, including curbside waste, recycling, and compost (yard/food waste) for all single-family residences.

Adopted Plan

City Contract with ~~Republic Services~~ Recology, June 1, 2012 May 12, 2023, or as updated.

B.11 Affordable Housing

The Housing Element of the Comprehensive Plan provides a detailed description of the City's housing needs, including affordable housing needs, level of service standards, and a forecast of anticipated future needs to meet levels of service standards. Affordable Housing funds may be used to develop affordable housing. The Housing Element is also incorporated by reference as a part of the City's Capital Facilities Element.

Adopted Plan

6-Year Capital Improvements Plan, as updated annually

C. GUIDELINES AND CRITERIA FOR SITING ESSENTIAL PUBLIC FACILITIES

The Growth Management Act and the King County Countywide Planning Policies (CPPs) require that each city and county establish a process for identifying and siting all essential public facilities, including federal, state, regional, or local proposals. The CPPs state that the Growth Management Planning Council shall establish a process by which all jurisdictions shall cooperatively site public capital facilities of a countywide or statewide nature. The process should include the following:

1. A definition of the facilities;
2. An inventory of existing and future facilities;
3. Economic and other incentives to jurisdictions receiving facilities;
4. A public involvement strategy;
5. Assurance that the environment and public health and safety are protected; and
6. Consideration of alternatives to the facility, including decentralization, demand management, and other strategies.

C.1 Criteria for Siting Essential Public Facilities

Per RCW 36.70A.200, essential public facilities are those facilities that are typically difficult to site such as airports, state education facilities, and state or regional transportation facilities as defined in RCW 47.06.140, state or local correctional facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020. No local comprehensive plan or development regulation may preclude the siting of essential public facilities.

Criteria for siting public facilities shall include the following components:

- The State shall provide a justifiable need for the public facility and its location in North Bend based upon forecast needs and a logical service area.

- The State shall establish a public process by which residents of North Bend have an opportunity to participate in a meaningful way in the site selection process.

The City of North Bend will continue to work with King County and other jurisdictions in the decision making process for the siting of county, regional, or state public capital facilities. The City will be a strong advocate for early involvement and broad public participation and will not preclude the siting of essential public facilities within its boundaries. For the siting of local public capital facilities, the City will follow a process that includes the six steps as outlined above.

D. GOALS AND POLICIES

CF - Goal 1: Provide adequate capital facilities and services necessary to serve the community's existing and future development while maintaining adopted level of service standards.

Policies:

CF - 1.1 Ensure new development meets the required level of service through a concurrency test consistent with the City's concurrency regulations.

CF - 1.2 Work to ensure facility costs do not exceed the projected revenue. If facility costs exceed revenue then consider alternatives: reduce the level of service to be provided, reduce the cost of proposed facilities, and/or revise the Land Use Element of the Comprehensive Plan to balance the demand for facilities with revenue sources.

CF - 1.3 Require that development proposals be reviewed for available capacity to accommodate development and needed system improvements by the various providers of services, such as sewer, water, streets, flood protection, police, fire department, parks, general governmental services, and schools.

CF – 1.4 Ensure ample public opportunity to participate in the planning for capital facility improvements.

CF - Goal 2: Ensure that the Capital Facilities Plan anticipates and provides for the ongoing maintenance and operation.

Policies:

CF - 2.1 Emphasize the following concepts in the management of capital facilities:

- a. Provide preventative maintenance and provide cost-effective and timely replacement of aging elements;
- b. Plan for the orderly extension and upgrade of capital systems while recognizing that system extensions associated with new development should be the responsibility of those desiring service;
- c. Regularly inspect systems to ensure conformance with design standards; and
- d. Reduce the potential for service rate increases through effective fiscal management and fair and equitable rate structures.

CF - 2.2 Identify established priorities and replace existing sewer lines that are in poor condition in order to reduce inflow and infiltration and to increase the availability of capacity in the sewage treatment system.

CF - 2.3 Establish and maintain a regular backflow prevention device inspection program to prevent contamination of the water system.

CF - 2.4 Establish and maintain a regular inspection and maintenance program for catch basins, oil and water separations, and detention ponds to keep the storm damage system functioning properly

CF - 2.5 Establish and maintain a sewage pretreatment program for users that contribute heavy metals to the wastewater treatment plant.

CF – 2.6 Establish and maintain an affordable housing capital facilities program.

CF - Goal 3: Develop Capital Facilities in a manner that minimizes adverse impacts, encourages public participation, and maximizes opportunities.

Policies:

CF - 3.1 Implement best management practices available to ensure discharge of wastewater is handled to the highest environmental standard available ensuring river health. Including, but not limited to, prioritization of investments in which make progress to support water quality. Where feasible, the City will make low impact development (LID) the preferred approach to site development. LID is a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning and distributed stormwater management practices that are integrated into a project design.

CF – 3.2 Support and encourage the joint development and use of cultural and community facilities and co-location of facilities with other governmental or community organizations where these are areas of mutual concern and benefit.

CF – 3.3 Promote high quality design and site planning for the construction of capital facilities, taking into consideration future climate related stressors.

CF – 3.4 Provide outreach and notification to encourage the involvement of citizens in the siting of capital facilities.

CF – 3.5 Require that new capital facilities, including road improvements, are designed to enhance adjacent community assets such as parks, landmarks, and historic sites.

CF – 3.6 Encourage the multiple-use of corridors for major utilities, trails, habitat corridor linkages, and transportation rights-of-way.

CF – 3.7 Investigate the opportunity to use an exclusive utility franchise agreement to work with the local utility providers to develop a plan that will eliminate overhead utility lines.

~~CFR~~ – 3.8 Ensure opportunities are available to incentivize citizens to address failing septic systems and increase awareness of existing programs to residents, especially those bordering sensitive areas.

CF – 3.9 Investigate opportunities to convert properties on septic system to sewer as funding becomes available.

CF – 3.10 Support and encourage climate change adaptations in capital facilities planning. Where possible, seek locations for critical infrastructure and essential public services away from the 500-year floodplain to minimize potential future hazards.

CF – 3.11 Collaborate with WSDOT, King County, and neighboring jurisdictions to plan and prioritize public and private culvert upgrades to ensure fish passage barrier removal, adequate projected stormwater passage, and continued climate-related adaptations to handle water passage into the future.

CF - Goal 4: Finance North Bend's needed capital facilities in the most economic, efficient, and equitable manner possible.

Policies:

CF - 4.1 Ensure that the burden for financing capital improvements is borne by the primary beneficiaries of the facility.

CF - 4.2 Consider long-term borrowing appropriate for financing capital facilities that benefit more than one generation of users.

CF - 4.3 Determine which services or facilities are most cost-effectively delivered by the City and which services should be contracted.

CF - 4.4 Where possible, use special assessment, revenue, and other self-supporting bonds instead of tax-supported general obligation bonds.

CF - 4.5 Adopt impact fees when legally authorized to mitigate the economic impacts of development.

CF - 4.6 Review the growth projections and capital facilities plans at least every other year before the City budget process to ensure that development does not out-pace the City's ability to provide and maintain adequate public facilities and services.

CF – 4.7 Ensure adequate staffing to enable the City to provide improvements necessary to the City's capital facilities to maintain adopted level of service standards.

CF - 4.8 Phase the development of capital facilities to provide sufficient lead-time in financing, planning, and construction in order to provide the facilities when needed.

CF – 4.9 Coordinate the City's land use and public works planning activities with an ongoing program of long-range financial planning to conserve fiscal resources available to implement the Capital Facilities Element.

CF – 4.10 Ensure that fiscal policies to direct expenditures for capital improvements are consistent with other Comprehensive Plan elements.

CF - 4.11 Ensure that all city departments review changes to the Capital Facilities Element.

CF – 4.12 Monitor annually school, fire, police, park, waste disposal, and other capital facilities to ensure that existing and future needs are met.

CF – 4.13 Annually consider adoption by reference the Snoqualmie Valley School District Capital Facilities Plan. The City of North Bend shall collect on behalf of the District the most current school impact fee.

CF – 4.14 Achieve a bond rating of A+ or better to lower the cost for securing funding for capital improvements.

CF - Goal 5: Provide a full range of cost-effective services to residents within North Bend City boundaries and the Urban Growth Area as annexed.

Policies:

CF - 5.1 Coordinate with water districts and surrounding jurisdictions to ensure that requirements for future water supply and water quality will be met.

CF - 5.2 Provide an adequate water supply and distribution system at all times for all domestic use and for fire flow and fire protection.

CF - 5.3 Develop a long-range capital facilities program that anticipates the extension of public sewer and water to all residential areas of the City of North Bend.

CF – 5.4 Extend utility service to the North Bend UGA only pursuant to a pre-annexation agreement. .

CF – Goal 6: Provide a full range of cost-effective services to commercial and industrial uses within North Bend City boundaries.

Policies:

CF – 6.1 Coordinate with Water districts to ensure that requirements for future water supply and water quality will be met for non-residential users.

CF – 6.2 If a moratorium is declared by the Sallal water district, the city shall consider assumption of services.

CF – 6.3 If Sallal water district is unable to serve water to a property owner, the City shall consider support of application for City service.

CF - Goal 76: Protect the interests of the City and its residents in the siting of essential public facilities as defined in RCW 36.70A.200.

Policies:

CF - 76.1 Base decisions for siting of essential public facilities upon criteria including, but not limited to, the following:

- a. Justification of need and location in area of North Bend;
- b. Specific facility requirements (acreage, transportation access, etc.);
- c. Land use compatibility;
- d. Potential environmental impacts;
- e. Potential traffic impacts;
- f. Consistency with the Comprehensive Plan;

- g. Public process for meaningful participation of the residents of North Bend;
- h. Essential public facilities that are countywide or statewide in nature (e.g., solid waste and/or hazardous waste facilities) must meet existing state law and regulations requiring specific siting and permitting requirements; and
- i. Impact on public health, safety, welfare, and property values by siting of essential public facilities.
- j. Consider future climate conditions during siting and design of capital facilities, including changes to temperature, rainfall, and flooding to help ensure they function as intended over their planned life cycle.

CF – ~~6~~7.2 Participate in regional processes for determining the location of essential facilities.

E. SIX-YEAR FINANCING PLAN

Under the Growth Management Act (GMA), the Capital Facilities Element is required to address all public facilities except transportation which is addressed separately in the Transportation Element. According to the GMA, public facilities and services shall be adequate to serve the development without decreasing the level of service described in the Comprehensive Plan. This section includes a discussion of existing and potential revenue sources, debt capacity, options for using debt financing to fund needed improvements, and an overall Capital Facilities summary of the finance plans for individual facilities. North Bend uses a number of different financing sources to pay for capital projects. The following paragraphs contain a summary of such potential funding sources: grants; loans; taxes; endowments; special improvement districts; bonds; capital facility charges; and impact fees.

E.1 General Fund Taxes

General fund taxes may be used to pay for construction of public facilities not financed by other dedicated funds. Streets, police buildings, and general governmental buildings such as a City Hall, are often funded in part by general fund taxes.

E.2 Special Improvement Districts

Road Improvement Districts, Business Improvement Areas, Utility Local Improvement Districts, and Special Assessment Districts are used to finance projects within a specific geographic area, as opposed to those that will serve the entire city. These projects are paid by assessments against the properties benefited by the improvements. For instance, Utility Local Improvement Districts (ULID) financing is frequently applied to water or sewer system extensions. Typically, ULIDs are formed by the City at the written request of the property owners within a specific area. Upon receipt of a sufficient number of signatures on petitions, the local improvement area is defined, needed improvements are identified, and an assessment system is designated for that particular area in accordance with state law. Each separate property in the ULID is assessed in accordance with the special benefits the property receives from the system improvements.

E.3 Special Revenue Funds

Special revenue funds account for revenues derived from specific taxes, grants, loans, or other sources that are designated to finance particular activities of the City. An example is the Real Estate Excise Tax which taxes real estate transactions.

E.4 Washington State Public Works Trust Fund Loans

Public Works Trust Funds are also considered special revenue funds for capital projects. They are loans from the State Department of Community, Trade, and Economic Development.

E.5 Bonds

As of 2015 the city has earned an A+ bond rating which allows the City to secure lower rates on loans and bonds. The City should endeavor to maintain or improve this rating. Such bonds include:

General Obligation Bonds

General Obligation (GO) Bonds are backed by the value of the property within the jurisdiction (its full faith and credit). There are two types of General Obligation Bonds: voter-approved and councilmanic. Voter approved bonds will increase the property tax rate with the increased revenues dedicated to paying principal and interest on the bonds. The North Bend City Council could approve councilmanic bonds without the need for voter approval. Principal and interest payments for councilmanic bonds come from general government revenues without a corresponding increase in taxes. This method does not use a dedicated funding source. As a result, general fund moneys required for pay back will not be available for other government operations.

Revenue Bonds

The revenue received from the utility for which the bonds are issued finances the capital facility or infrastructure. A portion of the utility charge is set aside to pay off the bonds as well as capital facility charges designated for each utility.

E.6 Grant and Loan Programs

North Bend may use various grants and loans to fund facilities. Potential sources are as follows:

- Community Development Block Grants
- Interagency Committee for Outdoor Recreation (IAC)
- Farmers Home Administration (Water & Wastewater Development Program; Community Facilities Program)
- Community Economic Revitalization Board
- Centennial Clean Water Fund Program
- Non-Point Water Quality Grants Program
- Transportation Improvement Board

E.7 Facility Connection Charges

State law allows Cities to charge a fee for connection to a sewer, water, or storm drainage system which the City presently does. The fee may be calculated based on reimbursement for a share of the cost for facilities already constructed and facilities that the utility will need to construct in the future.

E.8 Impact Fees

The Growth Management Act (GMA) authorizes cities to impose certain types of impact fees on new development. These fees should pay for the development’s proportionate share of the cost of providing the public facilities needed to serve the development. Impact fees are collected for schools, transportation projects (including streets and sidewalks), bicycle facilities and trails, parks and open space, and fire protection.

E.9 SEPA Mitigation

The State Environmental Policy Act authorizes cities to identify project impacts and require mitigation consistent with adopted policies and standards as a condition of development approval. This mechanism is commonly used where specific facility charges and impact fees do not adequately address mitigation of development impacts.

E.10 Endowments

Capital facilities can be funded with a grant of money from donors set aside specifically to fund the construction of particular designated facilities.

E.11 Limitations on Municipal Indebtedness

The Washington State Constitution places limits on the amount of general obligation debt that any city may incur. As prescribed by statutes of the State of Washington, the unlimited tax general obligation indebtedness permitted for cities, subject to an approving 60 percent majority vote of registered voters at an election at which 40 percent of those who voted at the last general election cast a ballot, is limited to 2.5 percent of assessed value for general purposes, 2.5 percent for certain utility purposes and 2.5 percent for open space, park facilities and capital facilities associated with economic development. Within the 2.5 percent of assessed value for general purposes, a city may, without a vote of the electors, incur general obligation indebtedness in an amount not to exceed 1.5 percent of assessed value. Additionally, within the 2.5 percent of assessed value for general purposes, a city may, also without a vote of the electors, enter into leases if the total principal component of the lease payments, together with the other non-voted general obligation indebtedness of the city, does not exceed 1.5 percent of assessed value. The combination of unlimited tax and limited tax general obligation debt for general purposes, including leases, cannot exceed 2.5 percent of assessed value, and for all purposes cannot exceed 7.5 percent of assessed value. The City intends to always pursue the highest bond rating possible, therefore reducing indebtedness is a priority.



**Staff Report and Planning Commission Recommendation for
Updates to the Capital Facilities of the Comprehensive Plan**

Meeting Date: June 5, 2024

Proponent: City of North Bend

Staff Recommendation: A Motion to recommend City Council approval of the proposed updated Capital Facilities Element of the Comprehensive Plan for adoption with the rest of the 2024 Comprehensive Plan Update.

I. Purpose of proposed amendments:

The City of North Bend is proposing amendments to the Capital Facilities Element of the Comprehensive Plan. Amendments are being prepared as a part of the broader 2024 periodic update to the North Bend Comprehensive Plan, as required under RCW 36.70A.

The Capital Facilities Element has been revised to update outdated information and reflect current status of the facilities of capital facility providers within the City, including water systems, sewer facilities, stormwater, transportation, municipal buildings, police fire, school, and solid waste services. Amendments to the infrastructure/facility inventory sections of the Element have been provided based on feedback and comments from capital facility providers.

A clean version of the draft is attached as Exhibit A of this staff report, and a redline version, showing all amendments and comments describing changes, is attached as Exhibit B.

II. Impacts of Proposed Amendment

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

1. **Environmental Impacts.** Negative environmental impacts are not anticipated from adopting the updates to the Capital Facilities Element. The Element is principally descriptive of capital facility infrastructure and services to North Bend residents and does not affect permitting requirements for such facilities and infrastructure. State Environmental Policy Act review will be conducted for the Comprehensive Plan update as a whole, which will provide opportunity for further consideration of environmental impacts of the Comprehensive Plan including this Element prior to its adoption.
2. **Economic Impacts.** The provision of capital facilities services by these providers to North Bend businesses and residents is an essential function of development and provides a positive economic impact.

3. **Cultural Impacts.** No significant cultural impacts are anticipated from the amendments. Specific future projects involving capital facility installation by facility providers within North Bend that are subject to City permitting requirements will be subject to cultural resource reviews as appropriate, which will plan for addressing potential cultural resource impacts. State Environmental Policy Act review will be conducted for the Comprehensive Plan which will provide opportunity for further consideration of cultural impacts of the Comprehensive Plan including this Element, prior to its adoption before the end of 2024.
4. **Impacts to Surrounding Properties.** The Elements apply City-wide and not specific to individual properties. Future projects that are located on and/or adjacent to specific properties will be subject to public notification and permitting requirements, which will include evaluation of potential impacts to such properties consistent with State Environmental Policy Act review and review against City development regulations at the time of application and review for such projects. Existing policies within the Capital Facilities Element are provided to minimize impacts of capital facilities on surrounding properties, including undergrounding overhead lines, providing landscape screening, co-locating facilities, preserving vegetation, and conduit installation with roadway construction to reduce future disruptions.

III. Compatibility of Proposed Amendment with North Bend Comprehensive Plan

In accordance with NBMC 20.08.080, Comprehensive Plan and development regulation amendments must be evaluated for compliance with the Comprehensive Plan. The proposed amendments are provided consistent with Multicounty Planning Policies and requirements of the Growth Management Act to describe the general locations and capacities of capital facilities within the City's Capital Facilities Element of the Comprehensive Plan.

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

In accordance with NBMC 20.08.080, Comprehensive Plan amendments must be evaluated for compliance with the North Bend Municipal Code. The proposed amendments are compatible with the North Bend Municipal Code and are being prepared consistent with the amendment procedures in NBMC 20.08.

V. Planning Commission Analysis:

Pursuant to NBMC 20.08.100, the Planning Commission shall consider the proposed amendment against the criteria in NBMC 20.08.100(B). A staff analysis is provided in italics under each criterion below.

1. Is the issue already adequately addressed in the Comprehensive Plan?
The existing Capital Facilities Element in the Comprehensive Plan dates to 2015 and needs to be updated consistent with state law (see below).
2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?
Yes. The proposed update is necessary to ensure consistency with requirements of the Growth Management Act (GMA) and Puget Sound Regional Council (PSRC), as a required component of the City's periodic major update to the Comprehensive Plan due in 2024. Consistency with the GMA and PSRC Vision 2050 is required for certification of the City's Comprehensive Plan by PSRC for eligibility for various state and federal grants, which the City may rely on to fund municipal projects.

Without such certification and use of grants, the City would need to fund a much larger share of the cost of these improvements.

3. Is the proposed change the best means for meeting the identified public need?
Yes.
4. Will the proposed change result in a net benefit to the community?
Yes. The amendments will provide current inventory information concerning capital facilities and consistency with requirements for the Capital Facilities Element.

VI. Summary Findings:

1. Pursuant to RCW 36.70A.106, the draft Elements was provided to the Department of Commerce - Growth Management Services via the Secure Access Washington portal.
2. State Environmental Policy Act Review will occur for the 2024 Comprehensive Plan updates as a whole, including this draft Capital Facilities Element update, at a later date. SEPA Determination will be required prior to final adoption by Council of the Comprehensive Plan.
3. A public hearing was held by the Planning Commission on June 5, 2024. A notice for this Public Hearing was published in the Valley Record on May 24, 2024.
4. The Planning Commission reviewed the draft amendments at their May 15 and June 5, 2024 meetings. Staff prepared revisions to the draft based on input from the Planning Commission at their May 15 meeting.
5. The proposed amendments are consistent with the procedures established in NBMC 20.08, *Comprehensive Plan and Development Regulations Amendment Procedures*.
6. The proposed amendments are consistent with and effectively carry out the policies of and requirements for the Comprehensive Plan.

CONCLUSION AND STAFF RECOMMENDATION:

Based on the findings above, Staff recommends approval of the proposed amendments to the Capital Facilities Element of the Comprehensive Plan, attached as Exhibit A.

PLANNING COMMISSION RECOMMENDATION

Based on the findings above and public comments received, the North Bend Planning Commission recommends **approval** of the proposed amendments to the Capital Facilities Element of the Comprehensive Plan, attached as Exhibit A.

Exhibit A: Draft Capital Facilities Element (Clean Version)

Exhibit B: Draft Capital Facilities Element (Redline Version showing edits and comments)

CHAPTER 6: CAPITAL FACILITIES ELEMENT

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CHAPTER 6: CAPITAL FACILITIES ELEMENT



Figure 1 Waste Water Treatment Plant (add photo credit with date update photo)

A. INTRODUCTION

The Capital Facilities Element ensures that “capital facilities” (i.e. structures, improvements, infrastructures, land or other major assets), that have a useful life of at least 10 years, are in place and performing at the appropriate level of service standards and are developed concurrently with future development specifically for: streets, pedestrian, water, storm, and sewer, schools, police, fire, parks, and recreational facilities.

The Capital Facilities Element is developed in accordance with the Growth Management Act, RCW 36.70A.070(3), WAC 365-196-415 (Capital Facilities Requirements), and the King County Countywide Planning Policies per RCW 36.70A.210 and WAC 365-196-304(3).

To fulfill requirements set forth by the Washington Growth Management Act, the Capital Facilities Element includes the following information:

1. An inventory of existing capital facilities owned by public entities, showing the locations and the capacities of the public facilities;
2. A forecast of the future needs for such capital facilities;
3. The proposed locations and capacities of expanded or new capital facilities;
4. At least a six-year plan to finance such capital facilities within projected funding capacities that clearly identify sources of funds for such purposes;
5. A requirement to reassess the land use element if probable funding falls short of meeting needs and to ensure that the land use element, capital facilities element, and financing plan within the capital facilities element are coordinated and consistent; and
6. A statement that no local Comprehensive Plan or development regulation may preclude the siting of essential public facilities.

The Growth Management Act also requires that the Comprehensive Plan include a process and criteria for siting of essential public facilities (RCW 36.70A.200). Goals and policies for the siting of essential public facilities are included in this element.

The purpose of the Capital Facilities Element is to determine the availability of existing capital facilities, forecast future needs for such facilities based upon the projected growth in the community described in the Land Use Element, and determine how such facilities will be financed. Future needs should also be planned to maintain a locally determined level of service to be provided by those facilities. This concept of maintaining level of service standards throughout the planning period is embodied within Goal 12 of the Growth Management Act. Goal 12 states that public facilities and services necessary to support development shall be adequate to serve the development at the same time the development is available for

occupancy, or within six years for transportation facilities, and the level of service should not be below local minimum standards. This concept is known as "concurrency." In North Bend, concurrency applies to transportation, water, sewer, and stormwater facilities. Specific standards and procedures to implement concurrency are addressed in concurrency regulations adopted pursuant to the Growth Management Act and the policies of the Capital Facilities Plan. Service levels are established in the Capital Facilities Plan for water, sewer, and stormwater, plus fire, schools, police, and libraries. Impacts to these facilities may be mitigated by following concurrency and/or impact mitigation regulations adopted pursuant to this Plan.

B. CAPITAL FACILITY INVENTORY AND CAPACITY

This section discusses each facility and contains information about the facility provider, existing facilities, and current service. Functional plans provide further details for a number of these capital facilities and are incorporated by reference into this Capital Facilities Element.

B.1 Water System

Water facilities serving the City of North Bend are developed and maintained by the City water utility and Sallal Water Association. Potable water is supplied through a combination of groundwater and local springs, both privately and publicly owned. In 2020 the City approved a water conservation ordinance to encourage water conservation for our environment and for future generations. The sources are as follows:

- City of North Bend Water System – The City maintains a water distribution system of almost 38 miles of pipe ranging from 1 to 20 inches in diameter. The City water system serves approximately 1,892,316 connections in a service area of about 9 square miles including certain adjoining areas in unincorporated King County. About 3430% of the City’s distribution system is asbestos cement (AC) pipe, much of which is undersized and is nearing the end of its useful life. The other major distribution components are ductile Iron (DI), PVC, and/or Cast Iron (CI). Although capital improvements are fully shown in the City’s current Water Comprehensive Plan (2024, or as amended), which is incorporated by this reference, system priorities include replacing aging and leaking water pipes to reduce breaks and protect water quality. City water sources include the following:
 - Mt Si Springs is the City’s senior water right and primary source; use of the spring is limited by the need to provide 3 cfs (cubic feet per second) discharge to the Snoqualmie River.
 - The Centennial Well is the City’s groundwater supply which requires mitigation for impacts to surface water flows based on instream flow regulated downstream from Snoqualmie Falls.
 - Mitigation water, which replaces ground water that would have otherwise entered the Snoqualmie River system, is purchased from Seattle Public Utilities from a spring near Rattlesnake Lake and is discharged into Boxley Creek when necessary.
- Sallal Water Association - Sallal Water Association serves the City of North Bend and its Urban Growth Area east of SE 428th Street. The Sallal Water Association is a private cooperative system that borders the City of North Bend’s current service area on the southeast. As of 20152024, the Sallal Water Association provides approximately 2,400,026 service connections.
- Private Wells - Approximately 85 private wells provide water to homes and other uses within the City and Urban Growth Area. It is anticipated that as development occurs, many of these wells will be decommissioned as new homes and other uses are required to connect to public water (either the City’s water system or Sallal Water Association, depending on the location of the use).

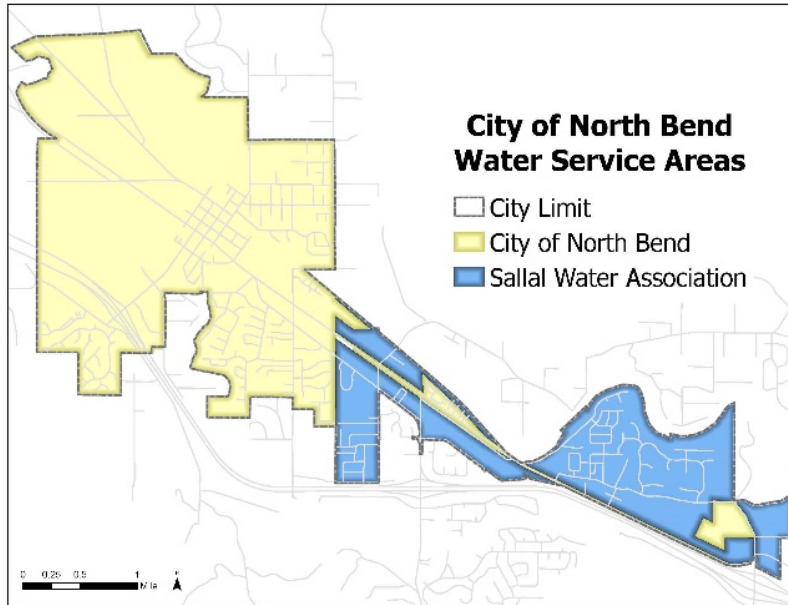


Figure 2 Water Service Area (2024)

Level of Service

The following level of service (LOS) standards shall be used to determine the adequacy of water resources and services (from *City of North Bend Water System Plan*, ~~October 2010~~December 2020, or as updated):

- ~~A. Water Rights—Certificates as issued to the City of North Bend by Washington State Department of Ecology. Water Supply and Mitigation: Water rights certificates and/or permits issued by Washington State Department of Ecology~~
- ~~B. Conveyance—Group A Public Water System Waterworks Standards, Washington State Department of Health, 1999~~
 - ~~a. A residual pressure of 30 p.s.i. (pounds per square inch) at all points in the system during peak hour demand.~~
 - ~~b. A residual pressure of 20 p.s.i. at all points in the system during maximum daily demand plus a fire flow.~~
- ~~C. B. A 6-inch minimum diameter pipe for supply. Conveyance: Water System Design Manual, Washington State Department of Health; and~~
- ~~D. Storage—Waterworks Standards, Washington State Department of Health, 1996.~~
- ~~E. C. Adequate equalizing, standby, and fire suppression storage in the system based on system characteristics. Storage: Water System Design Manual, Washington State Department of Health~~

B.2 Sewer Facilities

Through its sewer utility, the City of North Bend is the sole sewer service provider within City limits. Some properties in the City are served by private septic systems. The City’s current ~~Comprehensive Sewer Plan~~Wastewater System Facilities Plan, which is incorporated by this reference, provides a detailed description of the sewer facilities and systems.

The City owns and operates a municipal sewage collection and treatment system with associated force mains and a water reclamation facility that is capable of producing reuse quality effluent and Class ~~AB~~

biosolids. The collection system currently serves approximately 1,246,112 customers comprised of residences and businesses. The wastewater treatment plant is located at 400 Bendigo Boulevard North, North Bend, Washington. The National Pollutant Discharge Elimination System (NPDES) permit allows the City to discharge treated wastewater to the South Fork of the Snoqualmie River.

In the next 20 years, the wastewater flow rate to the city's treatment plant and the Biological Oxygen Demand (BOD) loading from residential, business/commercial, and industrial sources are anticipated to increase as growth occurs within the City's Urban Growth Area (UGA). The City will continue to make investments in capital improvements to meet this anticipated growth and conduct regular rate studies to ensure that sufficient funding exists for such improvements.

Capital improvements, focused on providing additional capacity for expected development with the City of North Bend and its UGA, are fully articulated in the City's current ~~Sewer Comprehensive Plan~~ Wastewater System Facilities Plan.

Level of Service

See the ~~North Bend Sewer Comprehensive Plan~~ Wastewater System Facilities Plan, 2001 or as updated, which establishes sewer system levels of service. The following level of service (LOS) standards shall be used to determine the adequacy of sewer resources and services:

- A. Wastewater Treatment Plant: Monthly maximum carbonaceous biochemical oxygen demand (five-day) in influent pounds/day;
- B. Pump Station: Criteria for Sewage Works Design, Washington State Department of Ecology, August 2008; and
- A-C. Conveyance: Criteria for Sewage Works Design, Washington State Department of Ecology, August 2008.

Adopted Plans

City of North Bend ~~Comprehensive Sewer Plan~~ Wastewater System Facilities Plan, 2017 or as updated ~~(update anticipated in 2016)~~
~~Sewer 6-Year Priority Plan (anticipated in 2016)~~

~~In addition to the Sewer Comprehensive Plan, the City is presently developing a 6-year priority plan, which identifies the necessary priority improvement at the Waste Water Treatment Plant (Table 1 below).~~

		Construction Costs (\$1,000s)			
		Immediate		Near Term	
		Priority 1	Priority 2	Priority 3	Priority 4
A. Monitoring Improvements					
1	HW - Add gate to separate sewage & RAS @ headworks	Done			
2	ULID6 PS - Re zero flow meter	Done			
3	Upgrade Sampler power and controls	\$33			
4	Old IPS- revise piping to separate sewage & recycle flows from solids handling bldg	\$114			
	SUBTOTAL	\$146	\$0	\$0	\$0
B. Hydraulic Improvements					
5	Oxidation Ditch - add new ML outlet weir and 30" pipe to eliminate aerator overloads	\$261			
6	Old IPS - reprogram to prevent simultaneous pumping with ULID6 PS; route plant & trailer park raw sewage to ULID6 PS		\$81		
7	ULID6 PS - replace small pump for lower flows, better grit removal & less pump wear		\$65		
8	ULID6 PS - add bar rack to protect pumps from large solids		\$21		
9	Headworks - reroute RAS to reduce headworks surcharging		\$16		
10	Small Clarifiers - Refurbish clarifier mechanisms & replace RAS pumps for DOE capacity rating		\$348		
	SUBTOTAL	\$261	\$532	\$0	\$0
C. Aeration					
11	Oxidation Ditch - Repair brush aerators for more reliable operation	\$395			
12	Oxidation Ditch - Add DO and ORP control for better, more reliable effluent quality		\$29		
	SUBTOTAL	\$395	\$29		
D. Washwater					
13	Washwater - provide reservoir in chlorine contact tank for more reliable UV cooling and sludge dryer odor control	\$14			
14	Washwater - provide new strainer to prevent clogging sprays especially at sludge dryer quenching nozzles				\$42
	SUBTOTAL	\$14			\$42
E. UV Disinfection					
15	UV disinfection - add low flow cooling loop with plant water	\$14			
16	UV Disinfection - provide automatic pacing of UV dose with flow, transmittance and turbidity	\$40			
17	UV Disinfection - add 3rd & 4th UV unit to provide higher dose				\$400
18	UV disinfection - add cooling fans to UV panels for safety				\$15
	SUBTOTAL	\$54		\$406	\$15
F. SCADA					
19	Provide SCADA alarms & controls for Centrifuge, Sludge Dryer, Washwater, Liquids Process, Old IPS	\$244			
	SUBTOTAL	\$244			
G. Scum Control					
20	Big Clarifier - provide scum aging tank for better scum and grease control		\$50		
21	Big Clarifier - repair clarifier scum collection system and fix clarifier controls		\$13		
22	Big clarifier - upgrade surface spray system for better scum removal and lower washwater use		\$14		
	SUBTOTAL		\$77		
H. Sludge Handling					
23	Sludge Dryer - Add dried sludge distributor and purchase haul truck		\$367		
24	Sludge thickening - convert small clarifiers to sludge thickeners and aerated holding tank for more sludge handling capacity				\$324
25	Standby Power - provide standby power for sludge dryer for more reliable operation and odor control			\$349	
26	Sludge Tank - Add decant pump for gravity thickening and more sludge handling capacity				\$23
27	Sludge Dryer - Provide backup water supply to quench tank for more reliable drying and odor control				\$47
28	Sludge Dryer - exhaust fan control improvements for more reliable drying and odor control				\$12
29	Dewatered sludge truck/container loading conveyor for alternate sludge disposal when dryer is insufficient	\$200			
	SUBTOTAL	\$200	\$367	\$349	\$405
Preliminary Total Construction Cost (1)		\$1,313	\$1,005	\$755	\$462
Preliminary Total Project Cost by Priority (2)		\$1,672	\$1,280	\$961	\$589
Preliminary Total Project Cost (Sum of Priorities 1-4)		\$4,502			
Notes:					
(1) Construction Cost includes a 30% contingency and 8.8% Sales Tax					
(2) Project Cost includes Construction Cost plus 15% Engineering, 15% Construction Management)					

In addition to the above improvements, water temperature will also be addressed through improvements to the plant such as a shading structure, trees, or flow equalizer. Budgeting for this improvement will be determined prior to completion of the 6-Year Sewer Priority Plan.

B.3 Stormwater and Surface Water Facilities

The North Bend Department of Public Works manages drainage systems, stormwater facilities and surface water systems for the City. The current City of North Bend Stormwater Comprehensive Plan (“Stormwater Plan”) is adopted herein by this reference and provides a detailed description of the City’s stormwater system, as well as a Stormwater Capital Improvements Plan and funding mechanisms.

The City of North Bend is situated within the Three Forks area of the Upper Snoqualmie River Valley Floodplain in King County. The City lies between the Middle and South Forks of the Snoqualmie River. Local flooding may occur as a result of the flatness of the City’s topography, large amounts of rain, surfacing groundwater and inadequate storm drain infrastructure in certain areas.

A stormwater utility has been created to provide a funding source, to supplement special fees, Capital Facilities Charges (CFCs), special grants and loans, and debt when needed to implement the Stormwater Plan. The utility is currently comprised of ~~27141,977~~ ratepayers. In addition to the Stormwater Plan, the City also developed a separate Flood Hazard Management Plan which evaluates and describes system improvements to reduce flood hazards from the Snoqualmie River (“Hazard Plan”), which is incorporated by this reference.

Level of Service

The following level of service (LOS) standards shall be used to determine the adequacy of stormwater resources and services (See North Bend Comprehensive Stormwater Management Plan.):

- A. Surface Water Design Manual, King County, Washington, except that off-site system capacity shall be analyzed and sized for conveying the 25-year peak flow runoff from contributing areas for the quarter-mile downstream reach from the developing site.
- B. Runoff detention with discharge flows controlled to match pre-developed flows for 50% of the 2-year through the 100-year storm events.
- C. An 80% removal of total suspended solids for a typical rainfall year assuming typical pollutant concentrations between 30 and 100 mg/l.

Adopted Plan

City of North Bend Stormwater Comprehensive Plan, ~~December 2013~~, or as updated

B.4 Transportation Facilities

The Transportation Element of this Plan provides a detailed discussion of the transportation facilities in North Bend, including an inventory of facilities, street functional classifications, levels of service, accident analyses, and a 20-year project list of capital improvements. The City prepares and adopts a six-year Transportation Improvement Plan (TIP) as part of the Capital Improvement Plan (CIP) each year. The TIP lists both street and non-motorized projects and can include both funded and unfunded projects. Funding for the transportation projects are set forth in the TIP. This plan is prepared for transportation project scheduling, prioritization and grant eligibility purposes. Both the current Transportation Element and the TIP are adopted by reference as part of this Capital Facilities Element.

Level of Service

(See Transportation Element)

Adopted Plans

*Transportation Element of the Comprehensive Plan ~~2024-2012~~, or as updated
6-Year ~~Transportation~~ Capital Improvements Plan, as updated annually*

B.5 Municipal Buildings

The City's primary building infrastructure includes City Hall, the Public Works facility, the ~~Community and Economic Development Office City Hall Annex~~, the Fire Station (owned jointly with Fire District 38 and described separately under the Fire Protection section of this Element), and the Wastewater Treatment Plant (described under the Wastewater section of this Element).

The Public Works Facility was constructed in 2002 and houses ~~all~~ public works staff, including public works administrative staff, streets, stormwater, and parks staff. No additional building facility needs are anticipated at the Public Works facility within the 6-year timeframe.

The ~~previous Community and Economic Development Office City Hall Annex~~, located at 126 E. 4th St., was originally built in 1958 as the North Bend Library. When the new library was constructed in 1994, the building became a municipal office, and currently ~~used as a Police annex and rental offices for government agencies~~ houses the Community and Economic Development (CED) Department, containing ~~planning and building staff. Planning and Building Department staffing needs within the 20-year timeframe are anticipated to grow by a small margin (2 to 3 employees). The existing building does not have space to accommodate the future staffing levels. However, the CED staff are anticipated to move to a new City Hall and Municipal Campus described below. When that occurs, the existing Community and Economic Development Office may be used for records and other municipal storage.~~ A deed on the property requires that the building be used solely for municipal purposes.

~~A new City Hall was originally constructed-completed in 1938~~2019, located at 920 SE Cedar Falls Way, and is a 14,183 square foot facility. ~~as the City's fire station. The building has been remodeled a number of times, but is showing its age and has become structurally and functionally deficient. The City plans to construct a new Civic Center or remodel the existing facility. Planning, cost comparisons and cost evaluations are underway as of the adoption of this plan.~~The Building currently houses administration, finance, public works, and community and economic development staff. ~~No additional building facility needs are anticipated at the City Hall facility within the 6-year timeframe.~~

B.6 Parks and Open Space

The Parks Element of the Comprehensive Plan provides a detailed description of the City's park and recreational facilities system, including an inventory of existing facilities, level of service standards, and a forecast of anticipated future needs to meet levels of service standards. The Parks Element also includes a 20-year Parks Capital Facilities Program for long-term improvements to the City's park, recreation and open space facilities, and a 6-year Parks Capital Facilities Plan with anticipated funding sources. The Parks Element is incorporated by reference as a part of the City's Capital Facilities Element.

Level of Service

(See Parks Element, ~~updated 2015~~)

Adopted Plan

Parks Element of the Comprehensive Plan, ~~2015~~2024, or as updated.

B.7 Police Service

In ~~September~~ May 2019~~2~~, the Cities of North Bend and Snoqualmie entered into an Interlocal Agreement (ILA) for the City of Snoqualmie to provide Police services to North Bend. ~~The agreement lasts through March-December 2024~~19.

Per the ILA, and subject to an amendment in 20~~23~~¹⁵ for additional service, Snoqualmie has hired eight additional full time-equivalent police officers, one additional records administration person, and acquired four additional fully equipped patrol vehicles to provide a minimum of two officers on duty within North Bend city limits at all times for 18 hours a day, and a minimum of 1 officer at all other times of the day. These officers, as with the rest of the Police Department, are stationed at the Snoqualmie Police Station at 34825 SE Douglas Street in Snoqualmie, though spend substantial time on patrol in North Bend.

The Snoqualmie/North Bend Police Department provides law enforcement services to both Cities including traffic safety, community policing, accident and crime investigation, crime prevention, and public education. The department presently employs 14 officers and 3 support staff. The police station can accommodate up to 21 personnel at any given time if offices are shared during a shift, or roughly 39 for occupation throughout the day. Dispatch and jail service is provided through contract by the Issaquah Police Department; inmate management services are contracted with the City of Issaquah, ~~and~~ King County, ~~and the City of Sunnyside.~~

No expansion or modification of the Police Station is anticipated within the next six years, though depending on call service growth and priority call response times that necessitate additional police staff, the station may need additional work space within the next 15 years. The facility was designed for a future expansion via a 3,360 square foot ground-level addition, which would accommodate an additional 21 officers and support staff. Alternative scenarios include a second-story expansion over the current station parking lot, or construction of a new police station on the municipal campus location next to the Fire Station on the SE Snoqualmie Parkway. Barring expansion or relocation, the police station's estimated replacement year is 2047. The Police Department's patrol vehicles are shared among the officers, with a vehicle assigned to every two officers. Patrol vehicles are on a 5-year rotational replacement schedule.

In 20~~24~~¹⁵, the Snoqualmie/North Bend Police Department operates 10 patrol vehicles (including 4 for North Bend), 1 jail transport vehicle, and 2 supervisory/patrol vehicles.

Level of Service

Average response time for police emergencies: Call to arrival 5 minutes; Dispatch to arrival 3 minutes.

Adopted Plan

Police Service Contract Snoqualmie/North Bend Police Department, September 2012, or as updated – Reevaluation of the Contract ~~1-year prior to its expiration~~ should be a priority to ensure community needs continue to be met. Current contract was initiated in 2019 and due expire on December 31, 2024. Prior to expiration an extension agreement or new contract will be executed.

B.8 Fire Protection

The City of North Bend has its fire protection provided by Eastside Fire & Rescue (EF&R), which was formed in 1999 as the consolidation of a number of Eastside fire departments to create a new fire and emergency medical service agency. A board of directors consisting of elected officials representing each of the agencies served governs the department. This includes a board member, ~~and one alternate Board member,~~ from the North Bend City Council. In 2020, the Board of Directors achieved a significant long-term milestone by successfully completing the formation of EF&R into a governmental Non-Profit Organization.

A ~~new~~ North Bend Fire Station (station 87) was ~~completed~~^{built} in 2013, located at 500 Maloney Grove Ave. SE. Station 87, owned jointly by the City of North Bend and Fire District 38, is a 13,166 Square foot facility with five apparatus bays, one of which is a double length bay that can accommodate two

vehicles or one longer ladder truck. The building is anticipated to accommodate the staffing and facility needs over the 20-year planning period. The station currently houses one of each: ~~ladder truck~~, engine, tender, aid car, wildland brush truck and medic unit.

Eastside Fire & Rescue staffs the station with three Firefighter/EMTs 24 hours a day throughout the year. Bellevue Fire Department, under contract with King County EMS, additionally staffs a Medic Unit with two Firefighter/Paramedics 24 hours a day throughout the year at the station. ~~This full-time staff is supplemented by reserve (volunteer) firefighters who report to the station on an on-call basis.~~

The services provided to the City of North Bend by Eastside Fire & Rescue include an all-hazards response: fire protection and suppression, emergency medical service consisting of both advanced life support and basic life support, technical rescue, hazardous material mitigation, public education, mobile integrated healthcare, emergency management, and a fire prevention division. Emergency radio dispatch service is provided by North East King County Regional Public Safety Communication Agency (NORCOM), which is tied into the King County 9-1-1 system.

In addition to these services, special operation teams provide technical rescue, swiftwater rescue, and wildland firefighting capabilities. The fire prevention division includes review of development proposals and construction plans, construction site inspections, and fire safety (fire code enforcement) inspections. The fire prevention division also provides basic fire investigation, while arson investigation is through a contract with King County. Public education programs include fire station tours, school programs, and informational and educational presentations on a variety of subjects such as home and business safety, CPR and First Aid Training, and emergency preparedness.

All fire department agencies in King County Washington have an automatic mutual aid agreement in place. In essence, this agreement means that any fire department within the county that needs additional resources due to a particular emergency incident or multiple incidents can request resources from other agencies within the county. This mutual aid assistance is provided automatically and without cost to the requesting agency. The City of North Bend / Eastside Fire & Rescue falls under this automatic mutual aid agreement.

Level of Service

Average response time —~~5 to 6~~ to 8 minutes

Adopted Plan

Eastside Fire and Rescue Interlocal Agreement, ~~January 1, 2015~~October 8, 2020, or as updated

B.9 Public Schools

The Snoqualmie Valley School District #410 serves the City of North Bend. School District facilities within the City include North Bend Elementary School, Opstad Elementary School, and Two Rivers Alternative School. The District ~~currently~~ does not have plans ~~currently to construct for~~ additional school ~~facilities capacity~~ within the City of North Bend and does not currently own undeveloped property located within the City; ~~but The District does~~ own property located in unincorporated King County and just outside of the City's Urban Growth Boundary adjacent to Twin Falls Middle School, with that property has been identified as permissible a future elementary-school site development pursuant to the 2012 School Siting Task Force Recommendations as adopted as a part of the King County Comprehensive Plan.

In 2015, voters approved a 20-year Snoqualmie Valley School District bond for district-wide improvements to existing school facilities, the construction of a new Elementary School in Snoqualmie (on Snoqualmie Ridge), a major reconstruction and expansion of the Mount Si High School, and conversion of the Mount Si

Freshman campus back to a Middle School. ~~No new schools within North Bend are provided in this bond measure.~~

The School Board recently accepted a long-range facilities recommendation from a Citizens' Facility Advisory Committee, which identified the rebuild and expansion of North Bend Elementary, Fall City Elementary and Snoqualmie Middle schools as the highest priorities within the district. The School Board is working with the community to identify options for future bond/capital levy planning related to these recommendations.

King County Code Title 21A.43 refers to "standard of service" that each school district must establish in order to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors determined by the District that would best serve its ~~student population~~ educational program needs.

The Snoqualmie Valley School District Capital Facilities Plan includes the standard of service as established by the Snoqualmie Valley School District's Board of Directors. ~~The Capital Facilities Plan, which~~ serves as the basis for the City's collection of School Impact Fees on behalf of the School District. The City of North Bend adopts by reference the Snoqualmie Valley School District's Capital Facilities Plan as a part of this Capital Facilities Element. The City Council could, in a given year, decline to adopt the District's updated, unless the City Council adopts an ordinance contrary to the District's Capital Facilities Plan and, in such case, the City would not have a basis for collecting within a given year concerning the collection of school impact fees on behalf of the District.

Level of Service

Please refer to the current adopted version of the Snoqualmie Valley School District Capital Facilities Plan which provides standards of service for class size.

Adopted Plan

(Adopted by Snoqualmie Valley School District): *Snoqualmie Valley School District Capital Facilities Plan*, as updated annually

B.10 Solid Waste Plan Summary

The City's Solid Waste Management Plan and waste contracts are guided by RCW 70.95 Solid Waste Management – Reduction and Recycling. This statute establishes a comprehensive statewide program for solid waste handling, and solid waste recovery and/or recycling which will prevent land, air, and water pollution and conserve the natural, economic, and energy resources of the State of Washington.

King County's *2013 Comprehensive Solid Waste Management Plan* presents the County's strategy for managing the solid waste systems, garbage, and recycling services over the next 20 years.

To comply with the State of Washington RCW 70.95 (Solid Waste Management – Reduction and Recycling) and the King County *Comprehensive Solid Waste Management Plan*, the City of North Bend has a contract with ~~Republic Services~~ Recology as the service provider for the collection of curbside recyclables, compost, and garbage (mixed municipal solid waste). The City allows ~~Republic Services~~ Recology to bill the customers directly for the contracted waste collection service. North Bend also has a signed agreement with King County for the dumping of the solid waste. ~~Further information on solid waste management and the City's contract with Republic Services can be found in the Utilities Element. Contracts with solid waste providers shall consider management of wildlife and residents and how they can be buffered from conflicts.~~

Level of Service

Routine waste collection and disposal program, including curbside waste, recycling, and compost (yard/food waste) for all single-family residences.

Adopted Plan

City Contract with ~~Republic Services~~ Recology, June 1, 2012 May 12, 2023, or as updated.

B.11 Affordable Housing

The Housing Element of the Comprehensive Plan provides a detailed description of the City’s housing needs, including affordable housing needs, level of service standards, and a forecast of anticipated future needs to meet levels of service standards. Affordable Housing funds may be used to develop affordable housing. The Housing Element is also incorporated by reference as a part of the City’s Capital Facilities Element.

Adopted Plan

6-Year Capital Improvements Plan, as updated annually

C. GUIDELINES AND CRITERIA FOR SITING ESSENTIAL PUBLIC FACILITIES

The Growth Management Act and the King County Countywide Planning Policies (CPPs) require that each city and county establish a process for identifying and siting all essential public facilities, including federal, state, regional, or local proposals. The CPPs state that the Growth Management Planning Council shall establish a process by which all jurisdictions shall cooperatively site public capital facilities of a countywide or statewide nature. The process should include the following:

1. A definition of the facilities;
2. An inventory of existing and future facilities;
3. Economic and other incentives to jurisdictions receiving facilities;
4. A public involvement strategy;
5. Assurance that the environment and public health and safety are protected; and
6. Consideration of alternatives to the facility, including decentralization, demand management, and other strategies.

C.1 Criteria for Siting Essential Public Facilities

Per RCW 36.70A.200, essential public facilities are those facilities that are typically difficult to site such as airports, state education facilities, and state or regional transportation facilities as defined in RCW 47.06.140, state or local correctional facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020. No local comprehensive plan or development regulation may preclude the siting of essential public facilities.

Criteria for siting public facilities shall include the following components:

- The State shall provide a justifiable need for the public facility and its location in North Bend based upon forecast needs and a logical service area.
- The State shall establish a public process by which residents of North Bend have an opportunity to participate in a meaningful way in the site selection process.

The City of North Bend will continue to work with King County and other jurisdictions in the decision making process for the siting of county, regional, or state public capital facilities. The City will be a strong advocate for early involvement and broad public participation and will not preclude the siting of essential public facilities within its boundaries. For the siting of local public capital facilities, the City will follow a process that includes the six steps as outlined above.

D. GOALS AND POLICIES

CF - Goal 1: Provide adequate capital facilities and services necessary to serve the community's existing and future development while maintaining adopted level of service standards.

Policies:

CF - 1.1 Ensure new development meets the required level of service through a concurrency test consistent with the City's concurrency regulations.

CF - 1.2 Work to ensure facility costs do not exceed the projected revenue. If facility costs exceed revenue then consider alternatives: reduce the level of service to be provided, reduce the cost of proposed facilities, and/or revise the Land Use Element of the Comprehensive Plan to balance the demand for facilities with revenue sources.

CF - 1.3 Require that development proposals be reviewed for available capacity to accommodate development and needed system improvements by the various providers of services, such as sewer, water, streets, flood protection, police, fire department, parks, general governmental services, and schools.

CF - 1.4 Ensure ample public opportunity to participate in the planning for capital facility improvements.

CF - Goal 2: Ensure that the Capital Facilities Plan anticipates and provides for the ongoing maintenance and operation.

Policies:

CF - 2.1 Emphasize the following concepts in the management of capital facilities:

- a. Provide preventative maintenance and provide cost-effective and timely replacement of aging elements;
- b. Plan for the orderly extension and upgrade of capital systems while recognizing that system extensions associated with new development should be the responsibility of those desiring service;
- c. Regularly inspect systems to ensure conformance with design standards; and
- d. Reduce the potential for service rate increases through effective fiscal management and fair and equitable rate structures.

CF - 2.2 Identify established priorities and replace existing sewer lines that are in poor condition in order to reduce inflow and infiltration and to increase the availability of capacity in the sewage treatment system.

CF - 2.3 Establish and maintain a regular backflow prevention device inspection program to prevent contamination of the water system.

CF - 2.4 Establish and maintain a regular inspection and maintenance program for catch basins, oil and water separations, and detention ponds to keep the storm damage system functioning properly

CF - 2.5 Establish and maintain a sewage pretreatment program for users that contribute heavy metals to the wastewater treatment plant.

CF – 2.6 Establish and maintain an affordable housing capital facilities program.

CF - Goal 3: Develop Capital Facilities in a manner that minimizes adverse impacts, encourages public participation, and maximizes opportunities.

Policies:

CF - 3.1 Implement best management practices available to ensure discharge of wastewater is handled to the highest environmental standard available ensuring river health. Including, but not limited to, prioritization of investments in which make progress to support water quality. Where feasible, the City will make low impact development (LID) the preferred approach to site development. LID is a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning and distributed stormwater management practices that are integrated into a project design.

CF – 3.2 Support and encourage the joint development and use of cultural and community facilities and co-location of facilities with other governmental or community organizations where these are areas of mutual concern and benefit.

CF – 3.3 Promote high quality design and site planning for the construction of capital facilities, taking into consideration future climate related stressors.

CF – 3.4 Provide outreach and notification to encourage the involvement of citizens in the siting of capital facilities.

CF – 3.5 Require that new capital facilities, including road improvements, are designed to enhance adjacent community assets such as parks, landmarks, and historic sites.

CF – 3.6 Encourage the multiple-use of corridors for major utilities, trails, habitat corridor linkages, and transportation rights-of-way.

CF – 3.7 Investigate the opportunity to use an exclusive utility franchise agreement to work with the local utility providers to develop a plan that will eliminate overhead utility lines.

~~CFR~~ – 3.8 Ensure opportunities are available to incentivize citizens to address failing septic systems and increase awareness of existing programs to residents, especially those bordering sensitive areas.

CF – 3.9 Investigate opportunities to convert properties on septic system to sewer as funding becomes available.

CF – 3.10 Support and encourage climate change adaptations in capital facilities planning.

CF – 3.11 Collaborate with WSDOT, King County, and neighboring jurisdictions to plan and prioritize public and private culvert upgrades to ensure fish passage barrier removal, adequate projected stormwater passage, and continued climate-related adaptations to handle water passage into the future.

CF - Goal 4: Finance North Bend's needed capital facilities in the most economic, efficient, and equitable manner possible.

Policies:

CF - 4.1 Ensure that the burden for financing capital improvements is borne by the primary beneficiaries of the facility.

CF - 4.2 Consider long-term borrowing appropriate for financing capital facilities that benefit more than one generation of users.

CF - 4.3 Determine which services or facilities are most cost-effectively delivered by the City and which services should be contracted.

CF - 4.4 Where possible, use special assessment, revenue, and other self-supporting bonds instead of tax-supported general obligation bonds.

CF - 4.5 Adopt impact fees when legally authorized to mitigate the economic impacts of development.

CF - 4.6 Review the growth projections and capital facilities plans at least every other year before the City budget process to ensure that development does not out-pace the City's ability to provide and maintain adequate public facilities and services.

CF – 4.7 Ensure adequate staffing to enable the City to provide improvements necessary to the City's capital facilities to maintain adopted level of service standards.

CF - 4.8 Phase the development of capital facilities to provide sufficient lead-time in financing, planning, and construction in order to provide the facilities when needed.

CF – 4.9 Coordinate the City's land use and public works planning activities with an ongoing program of long-range financial planning to conserve fiscal resources available to implement the Capital Facilities Element.

CF – 4.10 Ensure that fiscal policies to direct expenditures for capital improvements are consistent with other Comprehensive Plan elements.

CF - 4.11 Ensure that all city departments review changes to the Capital Facilities Element.

CF – 4.12 Monitor annually school, fire, police, park, waste disposal, and other capital facilities to ensure that existing and future needs are met.

CF – 4.13 Annually consider adoption by reference the Snoqualmie Valley School District Capital Facilities Plan. The City of North Bend shall collect on behalf of the District the most current school impact fee.

CF – 4.14 Achieve a bond rating of A+ or better to lower the cost for securing funding for capital improvements.

CF - Goal 5: Provide a full range of cost-effective services to residents within North Bend City boundaries and the Urban Growth Area as annexed.

Policies:

CF - 5.1 Coordinate with water districts and surrounding jurisdictions to ensure that requirements for future water supply and water quality will be met.

CF - 5.2 Provide an adequate water supply and distribution system at all times for all domestic use and for fire flow and fire protection.

CF - 5.3 Develop a long-range capital facilities program that anticipates the extension of public sewer and water to all residential areas of the City of North Bend.

CF – 5.4 Extend utility service to the North Bend UGA only pursuant to a pre-annexation agreement. .

CF – Goal 6: Provide a full range of cost-effective services to commercial and industrial uses within North Bend City boundaries.

Policies:

CF – 6.1 Coordinate with Water districts to ensure that requirements for future water supply and water quality will be met for non-residential users.

CF – 6.2 If a moratorium is declared by the Sallal water district, the city shall consider assumption of services.

CF - Goal 76: Protect the interests of the City and its residents in the siting of essential public facilities as defined in RCW 36.70A.200.

Policies:

CF - 76.1 Base decisions for siting of essential public facilities upon criteria including, but not limited to, the following:

- a. Justification of need and location in area of North Bend;
- b. Specific facility requirements (acreage, transportation access, etc.);
- c. Land use compatibility;
- d. Potential environmental impacts;
- e. Potential traffic impacts;
- f. Consistency with the Comprehensive Plan;
- g. Public process for meaningful participation of the residents of North Bend;
- h. Essential public facilities that are countywide or statewide in nature (e.g., solid waste and/or hazardous waste facilities) must meet existing state law and regulations requiring specific siting and permitting requirements; and
- i. Impact on public health, safety, welfare, and property values by siting of essential public facilities.

j. Consider future climate conditions during siting and design of capital facilities, including changes to temperature, rainfall, and flooding to help ensure they function as intended over their planned life cycle.

CF – ~~67~~.2 Participate in regional processes for determining the location of essential facilities.

E. SIX-YEAR FINANCING PLAN

Under the Growth Management Act (GMA), the Capital Facilities Element is required to address all public facilities except transportation which is addressed separately in the Transportation Element. According to the GMA, public facilities and services shall be adequate to serve the development without decreasing the level of service described in the Comprehensive Plan. This section includes a discussion of existing and potential revenue sources, debt capacity, options for using debt financing to fund needed improvements, and an overall Capital Facilities summary of the finance plans for individual facilities. North Bend uses a number of different financing sources to pay for capital projects. The following paragraphs contain a summary of such potential funding sources: grants; loans; taxes; endowments; special improvement districts; bonds; capital facility charges; and impact fees.

E.1 General Fund Taxes

General fund taxes may be used to pay for construction of public facilities not financed by other dedicated funds. Streets, police buildings, and general governmental buildings such as a City Hall, are often funded in part by general fund taxes.

E.2 Special Improvement Districts

Road Improvement Districts, Business Improvement Areas, Utility Local Improvement Districts, and Special Assessment Districts are used to finance projects within a specific geographic area, as opposed to those that will serve the entire city. These projects are paid by assessments against the properties benefited by the improvements. For instance, Utility Local Improvement Districts (ULID) financing is frequently applied to water or sewer system extensions. Typically, ULIDs are formed by the City at the written request of the property owners within a specific area. Upon receipt of a sufficient number of signatures on petitions, the local improvement area is defined, needed improvements are identified, and an assessment system is designated for that particular area in accordance with state law. Each separate property in the ULID is assessed in accordance with the special benefits the property receives from the system improvements.

E.3 Special Revenue Funds

Special revenue funds account for revenues derived from specific taxes, grants, loans, or other sources that are designated to finance particular activities of the City. An example is the Real Estate Excise Tax which taxes real estate transactions.

E.4 Washington State Public Works Trust Fund Loans

Public Works Trust Funds are also considered special revenue funds for capital projects. They are loans from the State Department of Community, Trade, and Economic Development.

E.5 Bonds

As of 2015 the city has earned an A+ bond rating which allows the City to secure lower rates on loans and bonds. The City should endeavor to maintain or improve this rating. Such bonds include:

General Obligation Bonds

General Obligation (GO) Bonds are backed by the value of the property within the jurisdiction (its full faith and credit). There are two types of General Obligation Bonds: voter-approved and councilmanic. Voter approved bonds will increase the property tax rate with the increased revenues dedicated to paying principal and interest on the bonds. The North Bend City Council could approve councilmanic bonds without the need for voter approval. Principal and interest payments for councilmanic bonds come from general government revenues without a corresponding increase in taxes. This method does not use a dedicated funding source. As a result, general fund moneys required for pay back will not be available for other government operations.

Revenue Bonds

The revenue received from the utility for which the bonds are issued finances the capital facility or infrastructure. A portion of the utility charge is set aside to pay off the bonds as well as capital facility charges designated for each utility.

E.6 Grant and Loan Programs

North Bend may use various grants and loans to fund facilities. Potential sources are as follows:

- Community Development Block Grants
- Interagency Committee for Outdoor Recreation (IAC)
- Farmers Home Administration (Water & Wastewater Development Program; Community Facilities Program)
- Community Economic Revitalization Board
- Centennial Clean Water Fund Program
- Non-Point Water Quality Grants Program
- Transportation Improvement Board

E.7 Facility Connection Charges

State law allows Cities to charge a fee for connection to a sewer, water, or storm drainage system which the City presently does. The fee may be calculated based on reimbursement for a share of the cost for facilities already constructed and facilities that the utility will need to construct in the future.

E.8 Impact Fees

The Growth Management Act (GMA) authorizes cities to impose certain types of impact fees on new development. These fees should pay for the development's proportionate share of the cost of providing the public facilities needed to serve the development. Impact fees are collected for schools, transportation projects (including streets and sidewalks), bicycle facilities and trails, parks and open space, and fire protection.

E.9 SEPA Mitigation

The State Environmental Policy Act authorizes cities to identify project impacts and require mitigation consistent with adopted policies and standards as a condition of development approval. This mechanism is commonly used where specific facility charges and impact fees do not adequately address mitigation of development impacts.

E.10 Endowments

Capital facilities can be funded with a grant of money from donors set aside specifically to fund the construction of particular designated facilities.

E.11 Limitations on Municipal Indebtedness

The Washington State Constitution places limits on the amount of general obligation debt that any city may incur. As prescribed by statutes of the State of Washington, the unlimited tax general obligation indebtedness permitted for cities, subject to an approving 60 percent majority vote of registered voters at

an election at which 40 percent of those who voted at the last general election cast a ballot, is limited to 2.5 percent of assessed value for general purposes, 2.5 percent for certain utility purposes and 2.5 percent for open space, park facilities and capital facilities associated with economic development. Within the 2.5 percent of assessed value for general purposes, a city may, without a vote of the electors, incur general obligation indebtedness in an amount not to exceed 1.5 percent of assessed value. Additionally, within the 2.5 percent of assessed value for general purposes, a city may, also without a vote of the electors, enter into leases if the total principal component of the lease payments, together with the other non-voted general obligation indebtedness of the city, does not exceed 1.5 percent of assessed value. The combination of unlimited tax and limited tax general obligation debt for general purposes, including leases, cannot exceed 2.5 percent of assessed value, and for all purposes cannot exceed 7.5 percent of assessed value. The City intends to always pursue the highest bond rating possible, therefore reducing indebtedness is a priority.

From: [Matthew Baerwalde](#)
To: [Rebecca Deming](#)
Cc: [ENR Review](#); [GASP](#); [DAH](#)
Subject: RE: Snoqualmie Tribe ENR Department staff comments on North Bend's Capital Facilities Element and Energy and Sustainability Elements
Date: Thursday, May 23, 2024 2:25:31 PM

Hi Rebecca,

Here are two more comments for the City to consider on **Energy and Sustainability Elements**, please:

Section N, Urban Forestry: After the phrase "...increasing property values," please include "while also representing a significant indigenous resource."

Section N: Please add Goal 13.X Cooperate with the Snoqualmie Tribe to identify and protect culturally significant trees and groves.

Thank you for accepting these comments.

-Matt

Matthew J. Baerwalde | Snoqualmie Tribe | mobile 425-495-4111

From: Matthew Baerwalde
Sent: Thursday, May 23, 2024 2:03 PM
To: Rebecca Deming <RDeming@northbendwa.gov>
Cc: ENR Review <ENRReview@snoqualmietribe.us>; GASP <GASP@snoqualmietribe.us>; DAHP <dahp@snoqualmietribe.us>
Subject: Snoqualmie Tribe ENR Department staff comments on North Bend's Capital Facilities Element and Energy and Sustainability Elements

Hi Rebecca,

Please accept these comments from Snoqualmie Tribe ENR Department staff on the Capital Facilities Element and Energy and Sustainability Elements.

Capital Facilities Element comments

Section B1: Should include reference to Water Conservation Ordinance, perhaps at the "mitigation water" bullet.

Section B2: The City should outline more specifically what investments it will consider in order to reduce the City's negative impact on surface water quality resulting from its permitted WWTP discharges to the South Fork Snoqualmie River, and include timelines. CF - 3.1 is too vague, and as a result the City has not made demonstrable progress toward the "highest environmental standard,"

only very small, slow, incremental changes. In particular, we'd like to see North Bend continue to make investments to cool the discharge from its WWTP to support water quality.

Section B7: Re. Level of Service, if this is a goal please state as such, and we suggest comparing it to recent data.

Section B8: Include reference to Section O (Natural Hazards Preparedness and Mitigation) from Energy and Sustainability Element. North Bend needs to start managing for fire safety in recognition of its position at the urban-wildland interface, which will experience more wildfire threat as a result of climate change.

Section B10: Please include language about the need to manage waste properly so that wildlife and residents are buffered from conflicts, and outline what efforts and support the City will provide.

CR 3.8: Septic system outreach and upgrades need more attention and dedicated effort from the City. Does the City have a full accounting of properties not on City sewer, and a related plan for outreach and eventual connection? If not, we suggest the City develop this plan.

Overall comment: Missing from the Capital Facilities document is any reference to climate change adaptations for wastewater treatment and parks and open space. It seems like the City should be incorporating this crucial element and planning accordingly for the expected changes in hydrology and water supply, warmer water and weather temperatures, air warming and pollution from wildfire smoke and other sources, etc.

Energy and Sustainability Elements comments

Section H: To support environmental and human health, climate and drought resiliency, and long-term economic sustainability we suggest including a new policy that encourages the City to coordinate with other groups with interests and rights to water and water dependent resources in the Snoqualmie basin,

Section M, ES 12.2: Please include Indigenous Knowledge (IK) on at least an equal plane with Best Available Science in land-use decision making.

Thank you for the opportunity to comment.

-Matt

Matthew J. Baerwalde
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State of Washington
Department of Fish and Wildlife, Region 4
 Region 4 information: 16018 Mill Creek Blvd, Mill Creek, WA 98012 | phone: (425)-775-1311

June 4, 2024

Mike McCarty, AICP, Principal Planner
 920 SE Cedar Falls Way
 North Bend, WA 98045
 Mmccarty@northbendwa.gov

RE: WDFW comments in relation to North Bend’s draft Comprehensive Plan elements

Dear Mr. McCarty,

On behalf of the Washington Department of Fish and Wildlife (WDFW), thank you for the opportunity to formally comment on the draft elements of North Bend’s Comprehensive Plan as part of the current periodic update. Within the State of Washington’s land use decision-making framework, WDFW’s role is that of technical advisor with respect to the habitat needs of fish and wildlife and the likely implications of various land use decisions on those resources over time. We provide these comments and recommendations in keeping with our legislative mandate to preserve, protect, and perpetuate fish and wildlife and their habitats for the benefit of future generations – a mission we can only accomplish in partnership with local jurisdictions.

Thank you for receiving previous comments in relation to your draft Utilities and Shoreline elements. Provided below are our comments in relation to the Capital Facilities, Energy & Sustainability, Transportation, Critical Areas, and Parks and Open Space elements. We understand that your council has already passed the Critical Area, Parks and Open Space, and Transportation elements, but we wanted to be sure to include our comments here for future reference and for further resources. We look forward to future drafts of the Land Use, Housing, and Natural Resource elements.

Table 1. Recommended changes to proposed Comprehensive Plan element language.

Policy Number	Policy Language (with WDFW suggestions in red)	WDFW Comment
Capital Facilities (May 2024 draft)		
CF - 2.2 Page 12	Identify established priorities and replace existing sewer lines that are in poor condition in order to	How are priorities established? WDFW recommends prioritizing failing systems that pose threats to waterways in order to mitigate

	reduce inflow and infiltration and to increase the availability of capacity in the sewage treatment system.	hazardous impacts to aquatic species and residents.
CF - 3.1 Page 13	Implement best management practices available to ensure discharge of wastewater is handled to the highest environmental standard available ensuring river health.	<p>We appreciate the inclusion of this policy.</p> <p>We suggest incorporating a specific low impact development policy, such as, “Where feasible, the City will make low impact development (LID) the preferred and commonly used approach to site development. LID is a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning and distributed stormwater management practices that are integrated into a project design,” which was taken directly from Kenmore’s surface water element.</p> <p>Resources for LID include King County’s Regional Stormwater Action Goals (which includes Planning Stormwater Parks), the Sustainable Development Code website and the VISION 2050 Planning Resources Guidance on Integrating Stormwater Solutions into Comprehensive Plans.</p>
CF – 3.3 Page 13	Promote high quality design and site planning for the construction of capital facilities, taking into consideration future climate-related stressors.	<p>Protecting essential public facilities and the services they provide from climate impacts helps ensure community resilience. It is vital to site these facilities outside of areas that will be impacted by climate-related stressors for the entire operational lifespan of the facility. We suggest updating zoning to allow essential or hazardous uses only in low-risk areas and assess risk when new facilities are proposed. For assessing future conditions, see Climate Mapping for a Resilient Washington, as well as FEMA’s Resilience Analysis and Planning Tool (RAPT) for resources in visualizing these hazard areas. For further context, FEMA’s Flood Insurance Rate Map (FIRM) modeling does not take climate change projections into consideration. We suggest North Bend supplement FIRM maps with regulations that take climate change projections into consideration. For example, King County regulations place ‘Flood Protection Elevations’</p>

		three feet above base flood elevation for development within flood-prone areas.
CF – 3.6 Page 13	Encourage the multiple-use of corridors for major utilities, trails, habitat corridor linkages , and transportation rights-of-way.	For habitat connectivity resources, see The Washington Wildlife Habitat Connectivity Working Group , WSDOT’s Reducing the risk of wildlife collisions website as well as Wildlife Habitat Connectivity Consideration in Fish Barrier Removal Projects , Montana Fish, Wildlife, and Parks’ How to Build Fence with Wildlife in Mind , and WDFW’s website . See also WDFW’s Habitat at Home resource as well as WDFW’s guidance document in relation to managing for biodiversity in developing areas.
Goal 3 Suggested Policy Page 13	Collaborate with WSDOT, King County, and neighboring jurisdictions to plan and prioritize public and private culvert upgrades to ensure fish passage barrier removal, adequate projected stormwater passage, and continued climate-related adaptations to handle water passage into the future.	It is important to plan and prioritize culvert upgrades to ensure not only resident fish passage benefits, but adequate projected stormwater passage. We suggest this element (and future amendments to the City of North Bend’s Capital Improvement Plan) include this goal and incorporate a prioritization list, especially in areas where terrestrial species connectivity can be restored simultaneously (i.e., replacing culverts with wider bridges). Current fish passage barrier locations can be found on WDFW’s website . Further resources include WDFW’s “Incorporating Climate Change into the Design of Water Crossing Structures: Final Project Report,” as well as WSDOT’s “Wildlife Habitat Connectivity Consideration in Fish Barrier Removal Projects.”
CF – 7.1 Suggested Policy Page 15	Base decisions for siting of essential public facilities upon criteria including, but not limited to, the following: j. Consider future climate conditions during siting and design of capital facilities, including changes to temperature, rainfall, and flooding to help ensure they function as intended over their planned life cycle.	See comments in relation to CF- 3.3 above.
Energy & Sustainability (May 2024 draft)		
ES 2.3	Maintain a sustainability page on the City’s website identifying	We suggest North Bend also highlight the ecosystem monetary value of natural resources

<p>Page 5</p>	<p>measures the City is taking to reduce costs, increase services, reduce greenhouse gas emissions, energy and resource consumption, and other environmental impacts, and ways that residents can further reduce their own impacts.</p>	<p>within this webpage. The importance of ecosystem monetary value cannot be overstated. Protecting and restoring natural assets and the services they provide is often more cost-effective than engineered solutions. For example, restored wetlands and floodplains can prevent flooding and reduce the need for other types of flood-control infrastructure. Implementation of this could include comparing lifetime cost-effectiveness of nature-based versus engineered options for climate response to help identify cost-effective adaptation options. This can help build capacity and support for the adoption of response strategies that help protect and restore ecosystem function and services at risk from climate change. Some examples of this would include demonstrating the estimated benefits of trees in terms of carbon dioxide sequestration, air pollution removal, stormwater impacts, and energy savings. See the USDA Forest Service website for tools on how to accomplish this goal.</p> <p>Additionally, see FEMA’s guide Building Community Resilience with Nature-based Solutions, as well as software to track these resources from Natural Capital Project. Furthermore, see Kitsap County’s approach to this through their Kitsap Natural Resource Asset Management Project.</p>
<p>ES 4.1 Page 7</p>	<p>Protect and restore natural resources that sequester and store carbon including public forested and open space lands, wetland areas and stream corridors, and the City’s urban tree canopy. Implement a formal tree canopy management plan, updated annually to track changes in tree canopy density and composition.</p>	<p>We suggest North Bend develop a formal tree canopy management plan, updated annually, in order to track current conditions and benchmark progress towards tree canopy goals. This plan should also measure how well the City’s tree-related ordinances are functioning in retaining trees on the landscape. It may not be enough to rely on ordinances if there is not a system in place to track cumulative impacts over time.</p> <p>Some examples of tree management plans include the City of Tacoma, the City of Snoqualmie, the City of Redmond, and the City of Renton. The Puget Sound Urban Tree Canopy and Stormwater Management Handbook provides additional guidance.</p>
<p>ES 6.2</p>	<p>In choosing materials or equipment for municipal</p>	<p>In addition to this policy, we suggest the city implement a green infrastructure fund. Included in</p>

<p>Page 9</p>	<p>operations, consider long-term operational costs over short term capital expenditures, promoting innovative and environmentally sensitive development practices in siting, design, materials selection, construction, and maintenance to balance environmental protection.</p>	<p>the Sustainable Development Code website are specific resources for removing code barriers, creating incentives, and filling regulatory gaps in pursuit of green building goals, as well as the Georgetown Climate Center's Green Infrastructure Toolkit, which provides funding models and approaches from U.S. municipalities, including Los Angeles County's Safe Clean Water Program and Boulder, Colorado's Greenways Program.</p>
<p>ES 6.7 Page 10</p>	<p>Provide incentives for energy efficiency in new development, including Energy Star certified homes, buildings and plants.</p>	<p>As well as the above resources and Goal 9 of this element, we suggest working towards sustainable development code that decreases building utility use and cost while simultaneously increasing the capacity for climate resiliency. See how the city of Boston is identifying priority blocks that could yield the greatest benefits to residents in pursuit of a “cool” roof goal. Similarly, “green” roofs covered with sedum, native flowers, and other low-maintenance vegetation help insulate buildings from solar heat and provide pollinator habitat. Such rooftops help reduce building cooling costs and heat-related illnesses and deaths.</p>
<p>ES 13.4 Page 16</p>	<p>Actively work to protect and restore forest canopy and health along river and stream shorelines, requiring strict regulations that aim to retain the critically important temperature buffering functions these trees provide.</p>	<p>As per the Water Temperature Conditions in the Snohomish River 2021 white paper, “...recent studies suggest that flow from the upper Snoqualmie basin, particularly the Middle Fork, drives water temperature downstream in the mainstem Snoqualmie River where anadromous fish are present (Figure 5) (Thompson et al. 2011; Kubo and leDoux 2016). This underscores the need to include and address the upper Snoqualmie watershed to support thermal conditions that are sufficient for salmonid survival,” and, “Water temperature in the Middle Fork of the Snoqualmie is substantially warmer than the North and South forks and closely tracks with the range of temperatures observed in the Snoqualmie River below Snoqualmie Falls. This suggests that the Middle Fork is a major driver of downstream water temperature, especially since 50-60% of the combined flow out of the three forks of the Snoqualmie comes from the Middle Fork. Adapted from (Kubo and leDoux 2016).”</p> <p>The adjacent addition to this policy would help North Bend address GMA requirements such as,</p>

		<p>“cities shall give special consideration to conservation or protection measures necessary to preserve or enhance anadromous fisheries,” outlined in RCW 36.70A.172.</p> <p>Riparian areas “are disproportionately important, relative to area, for aquatic species (e.g., salmon) and terrestrial wildlife,” as stated in WDFW’s Riparian Ecosystems, Volume 2: Management Recommendations and supported by WDFW’s BAS. This BAS also highlights key ecosystem service benefits riparian areas provide. Please see WDFW’s CAO checklist to compare North Bend’s current critical area ordinance to agency priorities.</p>
ES Goal 14 Page 18	Maintain infiltration to the City’s aquifer and minimize stormwater runoff impacts to surfaces waters through the use of Low Impact Development stormwater management techniques.	See comments in relation to CF - 3.1 Page 13 above.
Transportation Element (Nov. 2022 document)		
Policy 1.3, 9 Page 30	Plan and implement the transportation system utilizing urban street and ‘ Complete Streets ’ design principles in recognition of the link between urban design, safety, economic development, community health, and transportation system design.	Complete Streets is an approach to planning, designing, building, operating and maintaining the transportation system that enables safe and convenient access to destinations for all people, including pedestrians, bicyclists, motorists and transit riders. It uses a set of tools or treatments that create a more balanced and resilient transportation system. For more information, see WSDOT’s website .
Policy 1.6 Page 31	<p>1. Participate in local and regional forums to coordinate strategies and programs that further the goals of the Comprehensive Plan and implement the Transportation Element.</p> <p>2. Work with neighboring jurisdictions and regional and state agencies to coordinate transportation system improvements and assure that funding requirements are met.</p> <p>3. Coordinate with neighboring jurisdictions to identify road</p>	<p>North Bend’s unique geographic position places it in the path of many key wildlife movement corridors. Especially of note is the concern for elk movement. Working across jurisdictional boundaries to address elk movement is needed.</p> <p>Components to consider include: Is there a suitable number of crossing areas for mammals? How are they distributed across the planning area? What are potential road concerns for mammals, amphibians, and reptiles?</p>

	locations that are known for high levels of wildlife road mortality or wildlife-vehicle collisions. Conduct a wildlife road mortality study at suspected problem areas. Look for areas where there could be large mammals, pond breeding amphibians near wetlands, etc.	
Page 34	<p>OBJECTIVE 2.3</p> <p>Comply with federal and state stormwater controls and treatment, groundwater protection, critical areas, and endangered species act requirements related to construction, operation, and maintenance of the North Bend transportation system.</p>	<p>There are no policies within this objective. We suggest North bend add the following policies to this section:</p> <ul style="list-style-type: none"> - Collaborate with WSDOT, King County, and neighboring jurisdictions to plan and prioritize public and private culvert upgrades to ensure fish passage barrier removal, adequate projected stormwater passage, and continued climate-related adaptations to handle water passage into the future. - Channel traffic onto primary roads to reduce the dispersion of noise and barrier effects, and perforate road corridors with underpasses and overpasses to reduce road barriers, increase walkability, and help address habitat fragmentation. Use fencing to guide wildlife to these passes. <p>See resources in relation to these suggestions in our response to CF – 3.6 Page 13 and Goal 3 Suggested Policy Page 13 above.</p>
Critical Areas Element (document)		
Policy 1.2 Page 6	Recognize limitations on critical area function and value created by existing development and design critical area regulations to provide optimal protection to the remaining higher-value critical areas, including areas where high-value functions can be restored.	<p>All critical areas have unique and important values and functions that must be retained. No net loss can occur to any critical area, including areas that may have less function than others (WAC 365-196-830).</p> <p>This policy is repeated under goal 11, policy 11.3. We recommend these changes apply there as well.</p>
3.2 Page 10	Require mitigation measures on all public improvements and private development which proposes to alter natural drainage systems after it is proven that avoidance is	We suggest the use of mitigation sequencing (WAC 197-11-768) in this policy, which first states to “avoid.” Avoidance is key, as mitigation for impacts can be costly, hard to maintain, and often do not meet no net loss standards (WAC 365-196-830).

	not feasible. In addition, ecological gain shall be encouraged.	North Bend’s first priority should be to discourage development in environmentally sensitive areas. Additionally, no net loss standards are often insufficient in addressing watershed-wide degradation. As WDFW’s Net Ecological Gain Standard Proviso Summary Report 2022 states, “However, in the years since the introduction of NNL, Washington state has continued to face environmental degradation, indicating that the current NNL approach has been insufficient and that more rigorous standards, or more rigorous oversight of existing NNL requirements, are needed to adequately protect the state’s many important species and habitats.”
Goal 3 Suggested Policy Page 10	3.9 Utilize best available science to properly site development far enough away from riparian areas to retain all ecological values and functions.	Riparian areas “are disproportionately important, relative to area, for aquatic species (e.g., salmon) and terrestrial wildlife,” as stated in WDFW’s Riparian Ecosystems, Volume 2: Management Recommendations and supported by WDFW’s BAS . This BAS also highlights key ecosystem service benefits riparian areas provide. Please see WDFW’s CAO checklist to compare North Bend’s current critical area ordinance to agency priorities.
Policy 4.4 Page 12	Locate roads at grade level and build structures at least one foot above the 100 year flood elevation to maintain existing flood storage capacity where development is allowed in the floodplain.	FEMA’s Flood Insurance Rate Map (FIRM) modeling does not take climate change projections into consideration. We suggest North Bend supplement FIRM maps with regulations that take best available science into consideration and incorporate climate-related future conditions. For example, King County regulations place ‘ Flood Protection Elevations ’ three feet above base flood elevation for development within flood-prone areas.
Policy 5.1 Page 14	Encourage Achieve no net loss of remaining wetlands acreage, functions and values within the North Bend and its UGA.	No net loss is a requirement for all critical areas (WAC 365-196-830).
Policy 8.3 Page 19	Seek to retain areas with slopes in excess of 40 percent as open space areas in perpetuity in order to protect against geologic hazards and retain forested habitat that keeps slopes stable.	Protecting these areas from development and deforestation not only protects citizens from landslide hazards, but also protects habitat for species like the northern spotted owl and elk that are known to reside in the North Bend area.

Parks and Open Space (document)		
Policy 1.3 Page 17	Ensure that organized open space is a part of all residential project designs, and to the greatest extent feasible, connected to adjacent open spaces.	We suggest that, along with designating open space requirements based on development type, site plans should demonstrate active efforts to connect these open spaces with others in the surrounding area. Open spaces can act as climate-resilient assets that can serve as community spaces. All development should strive for open space retention, creation, and connection for the benefit of people and the environment.
Policy 3.1 Page 17	Establish park, recreation, wildlife habitat and open space standards for residential development, including on-site and/or off-site dedication requirements, and adopt them in land use codes. Such standards should require that all new single-family and multi-family developments provide a minimum percentage, to be determined, of net site area for appropriate park, recreation, wildlife habitat and open space areas and improvements, and demonstrate an effort to connect these spaces to adjacent open spaces. Standards should address the percentage required for both passive and active uses. Net site area shall be exclusive of street/utility rights of way, setbacks, parking areas, and utility facilities, including but not limited to storm, water, or sewer.	See comment above. Avoiding fragmented patches of open spaces is key in connecting habitat corridors, recreational opportunities, and more. Some additional resources include the Trust for Public Lands , the NRPA Safe Routes to Parks Action Framework (which provides professionals with a “how-to” guide to implement Safe Routes to Parks strategies), and the Sustainable Development Code website.
Policy 7.1 Page 20	a. Encourage protection Pursue acquisition of habitat corridors areas along the South and Middle Forks of the Snoqualmie River and adjacent streams to facilitate the movement of wildlife and maintain suitable fish and wildlife habitat.	We suggest actionable language in this policy. Additionally, we recommend North Bend develop an acquisition prioritization list to identify areas of significant environmental importance, land incumbered by critical areas, and additional areas identified by local partners.

Thank you for taking time to consider our recommendations to better reflect the best available

science for fish and wildlife habitat and ecosystems. We value the relationship we have with your jurisdiction and the opportunity to work collaboratively with you throughout this periodic update cycle. If you have any questions or need our technical assistance or resources at any time during this process, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Morgan Krueger". The signature is fluid and cursive, with the first name "Morgan" written in a larger, more prominent script than the last name "Krueger".

Morgan Krueger
Land Use Planner, WDFW Region 4
425-537-1354
Morgan.krueger@dfw.wa.gov

CC:

Kara Whittaker, Land Use Conservation and Policy Section Manager (Kara.Whittaker@dfw.wa.gov)
Marian Berejikian, Environmental Planner (Marian.Berejikian@dfw.wa.gov)
Timothy Stapleton, Regional Habitat Program Manager (Timothy.Stapleton@dfw.wa.gov)
Kirk Lakey, Assistant Regional Habitat Program Manager (kirk.lakey@dfw.wa.gov)
Kevin Lee, Habitat Biologist (kevin.lee@dfw.wa.gov)
Region 4 central district planning inbox (R4CPlanning@dfw.wa.gov)
Ted Vanegas, WA Department of Commerce (ted.vanegas@commerce.wa.gov)



City Council Agenda Bill

SUBJECT:	Agenda Date: August 20, 2024	AB24-080
Ordinance Amending NBMC 13.20.040 and 13.20.060 Relating to On-Site Sewage (Septic) System Connection Requirements and Removal of No Protest Agreement Requirements	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
Public Works – Mark Rigos, P.E.		X
Cost Impact: \$0		
Fund Source: N/A		
Timeline: Effective 5 Days After Approval		
Attachments: Ordinance		
<p>SUMMARY STATEMENT:</p> <p>In early 2024, City of North Bend Public Works Department staff met with the City’s Transportation and Public Works (“TPW”) Committee to discuss staff’s recommendation to amend North Bend Municipal Code (“NBMC”) 13.20.060 to remove requirements related to a “No Protest Agreement” (“NPA”) relating to septic drainfields and connections to public sewer. Staff further recommended amending NBMC 13.20.040 to remove the requirement for NPA for variances to allow for on-site sewage (septic) systems.</p> <p>Currently, a NPA for sewer is required when property owners want to <u>repair</u> or <u>expand</u> their private septic drainfield and their property is located more than 150 feet away from public sewer or when they want to <u>build a new</u> septic drainfield for a new home and their property is located more than 150 feet away from public sewer.</p> <p>When a new public sewer system is proposed for an area, by petition or by City action, the signed NPAs are counted toward the percentage of property ownership approving public sewer. Notably, properties located within 150 feet of the public sewer are required to connect to public sewer under NBMC 13.20.020, and this requirement is unaffected by the proposed change. Currently, there are approximately 600 homes located within the North Bend city limits that have private onsite septic drainfields which are not connected to public sewer.</p> <p>If a property owner signs an NPA, they are legally prohibited from challenging the formation of a sewer utility local improvement district (“ULID”) or a local improvement district (“LID”) for 10 years. The City’s NPA provisions are codified in NBMC Subsections 13.20.040(B)(2) and .060(A), and they are consistent with RCW 35.43.182.</p> <p>City staff have observed that approximately 95% of NPAs expire upon the 10-year term prior to the formation of a LID or ULID. A NPA is a useful tool when there is a petition-led ULID. For each NPA, there is a significant amount of paperwork to prepare and record by both the applicant and the City. Because approximately 95% of NPAs expire before LID/ULID formation, there can be unnecessary effort, time, and money spent by North Bend property owners/applicants and City staff.</p> <p>City staff recommend amending the NBMC Sections 13.20.040 and 13.20.060. The relevant provisions to be removed as currently adopted are:</p> <p>NBMC 13.20.040(B)(2), Connection to public sewer-waiver-variance:</p>		

City Council Agenda Bill

2. Any variance granted pursuant to this subsection shall be conditioned upon the property owner's execution of a ULID no-protest agreement in accordance with NBMC [13.20.060\(A\)](#).

NBMC 13.20.060(A), Requirements for on-site sewage (septic) systems:

A. Agreement to Connect. Any installation, construction, expansion, maintenance, repair, rehabilitation or replacement of an existing on-site sewage system (OSS) permitted under this chapter is conditioned upon the property owner's execution of an agreement not to protest the formation of a local improvement district (LID) or utility local improvement district (ULID) for the extension of sanitary sewer if the subject property is included in the proposed district as a benefited property (a "ULID no-protest"); provided, that the execution of a ULID no-protest shall not limit the property owner's right to protest an assessment roll associated with the formation of such ULID. The ULID no-protest shall be recorded with the King County recorder's office and shall run with the land. A copy of the recorded ULID no-protest shall be delivered to the city prior to the issuance of the associated building or development permit(s).

APPLICABLE BRAND GUIDELINES: Design Standards

COMMITTEE REVIEW AND RECOMMENDATION: This item was brought up during the Transportation and Public Works (TPW) Committee meeting on Tuesday, February 27, 2024, and there was interest to bring it back to the TPW Committee following preparation of an Agenda Bill. The TPW Committee met again on July 23, 2024 to discuss this item and they recommend approval. Since this is an Ordinance, this item is placed on the Main Agenda for discussion.

RECOMMENDED ACTION: Motion to approve AB24-080, an ordinance amending NBMC Sections 13.20.040 and 13.20.060 to remove the No Protest Agreement requirements, as a first and final reading.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 20, 2024		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AMENDING NORTH BEND MUNICIPAL CODE SECTIONS 13.20.040 AND 13.20.060 RELATING TO ON-SITE SEWAGE (SEPTIC) SYSTEM CONNECTION REQUIREMENTS AND NO PROTEST AGREEMENTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, North Bend Municipal Code (“NBMC”) Subsection 13.20.040(B)(2) provides an application process for a variance from the sewer connection requirements contained in NBMC 13.20.020 to allow for on-site sewage (septic) under certain circumstances and requires that any variance approval be conditioned upon a utility local improvement district (“ULID”) no-protest agreement; and

WHEREAS, NBMC Section 13.20.060 provides for on-site sewage (septic) connection requirements to include a no-protest agreement; and

WHEREAS, the City desires to amend NBMC Sections 13.20.040 and 13.20.060 to remove the condition that property owners execute an agreement not to protest the formation of a local improvement district (“LID”) or a ULID for the installation, construction, expansion, maintenance, repair, rehabilitation or replacement of an existing on-site sewage system; and

WHEREAS, the City hereby finds that it is in the public interest to repeal the requirement that property owners execute an agreement not to protest the formation of a LID or a ULID related to on-site sewage and to update the NBMC as set forth in Sections 1 and 2 of this ordinance;

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

Section 1. NBMC 13.20.040 (Connection to Public Sewer-Waiver-Variance), Amended: North Bend Municipal Code Section 13.20.040 (Connection to public sewer-Waiver-Variance) is amended as follows:

- A. Waiver. The public works director may, at his or her discretion, waive the requirement to connect to public sewer under NBMC 13.20.020(A) if:
1. The building or property is a public facility funded by tax dollars; and
 2. The building or property is owned and operated by a public agency for the public benefit; and

3. The septic drainfield is located on a lot area greater than or equal to 10 acres; and
4. The septic drainfield is located on publicly owned property and is operated and maintained by a public agency; and
5. The septic system complies with the requirements of NBMC 13.20.060(A) through (D).

B. Variance. Any property owner may apply for a variance from the sewer connection requirements contained in NBMC 13.20.020 to allow for an on-site sewage (septic) system, which application shall be made on a form provided by the city and evaluated by the public works director. Applicants for preliminary plats or preliminary short plats may not apply for a variance under this subsection.

1. Applications for a variance requested under this subsection shall be granted only if the public works director finds that all of the following criteria are met:

- a. The property is more than 150 feet (or such other distance as may be required by King County health department on-site sewage regulations) from the existing public sewer system, as measured along the right-of-way or dedicated easements; and
- b. The proposed OSS complies with the requirements of NBMC 13.20.060(B) through (D); and
- c. The cost of extending sewer to the property would result in an economic hardship to the property owner. For the purposes of this subsection, “economic hardship” means an unrecoverable cost equal to or exceeding 20 percent of the fair market value of the building site with sewer facilities installed, or if the property is already developed, 20 percent of the fair market value of the building and building site with sewer facilities installed; and
- d. The application satisfies the variance criteria set forth in NBMC 18.26.040(A) through (G).

~~2. Any variance granted pursuant to this subsection shall be conditioned upon the property owner’s execution of a ULID no-protest agreement in accordance with~~

Section 2. NBMC 13.20.060 (Requirements for On-Site Sewage (Septic) Systems),

Amended: North Bend Municipal Code Section 13.20.060 (Requirements for On-Site Sewage (Septic) Systems), is amended as follows:

13.20.060 Requirements for on-site sewage (septic) systems.

~~A. Agreement to Connect. Any installation, construction, expansion, maintenance, repair, rehabilitation or replacement of an existing on-site sewage system (OSS) permitted under this chapter is conditioned upon the property owner's execution of an agreement not to protest the formation of a local improvement district (LID) or utility local improvement district (ULID) for the extension of sanitary sewer if the subject property is included in the proposed district as a benefited property (a "ULID no-protest"); provided, that the execution of a ULID no-protest shall not limit the property owner's right to protest an assessment roll associated with the formation of such ULID. The ULID no-protest shall be recorded with the King County recorder's office and shall run with the land. A copy of the recorded ULID no-protest shall be delivered to the city prior to the issuance of the associated building or development permit(s).~~

AB. Compliance with County Health Regulations. Any installation, construction, expansion, repair, rehabilitation or replacement of an existing OSS permitted under this chapter is conditioned upon the property owner obtaining the approval of the King County health district (KCHD) for such expansion, repair, rehabilitation or replacement, and compliance with all applicable KCHD regulations and requirements.

BC. Preservation of Public Health and Safety. Any installation, construction, expansion, repair, rehabilitation or replacement of an existing OSS permitted under this chapter shall be designed and implemented so that the public health, safety, and welfare will not be endangered and said system will comply with the King County board of health codes and all other applicable health standards of the King County health department.

CD. Preservation of Environment. Any installation, construction, expansion, repair, rehabilitation or replacement of an existing OSS permitted under this chapter shall be designed and implemented such that it will not have an adverse impact on potable water wells, ground water, streams, or other surface bodies of water.

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 20TH DAY OF AUGUST, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: August 20, 2024	AB24-081
Motion Authorizing Amendment #1 to Contract with Clark Nuber for a Payroll Analysis for 2022 and 2021	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	X
Cost Impact: Increases contract value from \$25,000 to \$50,000.	Public Works – Mark Rigos	
Fund Source: Multiple funds.	Information Technology – Phillip Davenport	
Timeline: Current contract ends December 31, 2024.		

Attachments: Amendment #1, Original Contract

SUMMARY STATEMENT:

The City utilizes Vision Software for financial, utility billing, and payroll administration. In 2023 it was discovered that employee medical benefits were deducted as a post-tax benefit when it should be deducted as a pre-tax benefit. This has resulted in an overpayment of federal taxes by employees. The IRS allows for a three-year look back in amending previously filed taxes.

The City engaged Clark Nuber to conduct an initial review of 2023 payroll under the Mayor’s signing authority as time was of essence. This initial contract was in the amount of \$25,000. The 2023 payroll analysis has been completed and corrected W2’s (known as W2C) has been mailed to employees of record in 2023.

The attached contract amendment will authorize Clark Nuber to complete a payroll analysis for 2022 and 2021, at the conclusion of which W2Cs for each year will be mailed to employees of record for each respective year.

Payroll software settings have been corrected starting with the July 2024 payroll, coinciding with the completion of the initial analysis by Clark Nuber. A one-time payroll adjustment will be made to correctly reflect the pre-tax treatment of medical benefits for the pay periods January-June 2024.

ALTERNATIVES:

Alternative #1: Do not approve contract amendment #1.

Description: Do not proceed with a payroll analysis of 2022 and 2021.

Business Impacts: Federal taxes reported in the original 2022 and 2021 will remain overstated. A W2C is required for employees to prepare and file an amended federal tax return for 2022 and 2021.

Recommendation: Do not recommend.

Alternative #2: Prepare W2C in-house.

Description: City staff to conduct a payroll analysis of 2022 and 2021.

Business Impacts: While City staff can determine the employee medical benefit deductions for 2022 and 2021, staff does not have the expertise to determine the revised wages for federal, social security, and medicare wages to report on the W2C. The City’s payroll software system does not have the ability to recast historical payroll data.

Recommendation: Do not recommend.

City Council Agenda Bill

<p>Alternative #3: Engage Clark Nuber to complete payroll analysis for 2022 and 2021. <u>Description:</u> Approve contract amendment #1 with Clark Nuber. <u>Business Impacts:</u> Clark Nuber is a highly respected public accountancy based in Seattle and has completed similar payroll analysis for other jurisdictions. Clark Nuber will have the appropriate knowledge, expertise and efficiencies gained as part of their completed payroll analysis for the City for the 2023 payroll. <u>Recommendation:</u> Recommend approving Contract Amendment #1 with current provider to complete the payroll analysis for 2022 and 2021.</p>		
<p>APPLICABLE BRAND GUIDELINES: Economic viability/balanced budget; Consistent delivery of quality basic services.</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance and Administration Committee reviewed this agreement at its meeting on July 9, 2024 and recommended approval and placement on the Main Agenda for discussion.</p>		
<p>RECOMMENDED ACTION: MOTION to approve AB24-081, authorizing the Mayor to execute Contract Amendment #1 with Clark Nuber for a payroll analysis for 2022 and 2021, in a form and content acceptable to the City Attorney, in the amount not to exceed \$25,000.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 20, 2024		

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF NORTH BEND
AND CLARK NUBER, P.S.**

This First Amendment to the Professional Services Agreement by and between the City of North Bend and Clark Number, P.S. ("First Amendment") amends the Professional Services Agreement entered into on March 15, 2024 ("Agreement"), between the City of North Bend, a municipal corporation ("City"), and Clark Number, P.S., a professional services corporation ("Consultant").

WHEREAS, the City and Consultant desire to amend the Scope of Services to be provided pursuant to the Agreement to include additional payroll audit services for years 2021 and 2022, and to increase from \$25,000.00 to \$50,000.00 the compensation to be paid to Consultant for the additional services;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 1 of Agreement (Scope of Services), Amended. Section 1 of the Agreement (Scope of Services) is hereby amended to read as follows:

Scope of Services. Consultant shall perform those services described on Amended Exhibit A attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

2. Section 2 of Agreement (Compensation and Method of Payment), Amended. Section 2 of the Agreement (Compensation and Method of Payment) is hereby amended to read as follows:

Compensation and Method of Payment. Consultant will invoice City monthly based upon the fee schedule set forth in Amended Exhibit B attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed ~~TWENTY-FIVE~~FIFTY THOUSAND DOLLARS AND 00/100 (\$~~25~~50,000.00) without written modification of this Agreement signed by City. City shall pay Consultant for

services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached Exhibit C (Taxpayer Identification Number) to City prior to or along with the first invoice.

3. Full Force and Effect. All other terms and conditions set forth in the Agreement shall remain in full force and effect as provided therein.

CITY OF NORTH BEND

CLARK NUBER, P.S.

By: _____
Mayor Mary Miller

By: _____
Mitchell R. Hansen, Shareholder

Date: _____

Date: _____

ATTEST/AUTHENTICATED:

By: _____
Susie Oppedal, City Clerk

Approved as to form:

Kendra Rosenberg, City Attorney

Clark Nuber ^{PS}

Scope of Work and Methodology

Amendment #1

Based on our discussions with you, the goals for this project are:

- To lookback at the prior year payroll to ensure proper calculations,
- Investigate potential errors already identified, and
- To evaluate payroll processes for compliance with laws and regulations, city policies and procedures, and best practices.

To accomplish these goals, our work will be divided into three phases: 1) planning and obtaining background information, 2) performing testing, and 3) reporting.

PHASE I - PLANNING AND OBTAINING BACKGROUND INFORMATION (\$1,000 to \$5,000)

A. Meet with Management to:

1. Fine tune proposed scope of work. We will remove non-value-added steps or steps not practical to do, change proposed procedures as needed to meet your needs, and add additional steps that we haven't contemplated that you would like performed.
2. Agree on timing of work and delivery of reports.
3. Discuss on-site vs remote work.
4. Agree on form and content of final report(s).
5. Agree on timing and method of periodic updates.
6. Determine who will have access to SmartSheet.
7. Finalize contract for services.

B. Obtain and Review Needed Information

1. List of employees with known or suspected errors.
2. Payroll registers for selected period of testing
3. Master employee list
4. Copies of City payroll policies and procedures.
5. Contact information for individuals we will be working with on this project.
6. Contact information for those that will need access to our Smartsheet to upload requested information.

PHASE II – PERFORM TESTING OF PAYROLL INFORMATION

A. Recalculate payroll amounts for 2023 (\$8,000 to \$12,000)

- a. We will perform recalculations of the 2023 annual payroll amounts for all employees to identify potential errors.



T: 425-454-4919
T: 800-504-8747
F: 425-454-4620

10900 NE 4th St
Suite 1400
Bellevue, WA
98004

clarknuber.com

Clark Nuber ^{PS}

- b. For all employees we will:
 - i. Recalculate federal, social security and medicare wages for the pay period.
 - ii. Estimate potential social security and medicare tax implications for employee and the City.
 - iii. Recalculate and validate all deductions include employee and employer benefits and state taxes.
- c. Based on results of testing, consider possible recommendations for improving payroll processes.
- d. Discuss any potential issues with payroll team to ensure there are no misconceptions or miscommunications.

B. Recalculate payroll amounts for 2021 and 2022 (\$6,000 to \$10,000)

- a. We will perform recalculations of the 2021 and 2022 annual payroll amounts for all employees to identify potential errors.
- b. For all employees we will:
 - i. Recalculate federal, social security and medicare wages for the pay period.
 - ii. Estimate potential social security and medicare tax implications for employee and the City.
 - iii. We will *not* recalculate all other deductions.
- c. Based on results of testing, consider possible recommendations for improving payroll processes.
- d. Discuss any potential issues with payroll team to ensure there are no misconceptions or miscommunications.

C. Prepare and file Forms W-2c for 2023 (\$3,000 to \$5,000)

- a. We will prepare import templates with the assistance of the City for use in importing to the payroll filing system.
- b. We will produce draft Forms W-2c for review and approval by the City.
- c. We will electronically file the approved Forms W-2c through the filing system and paper copies will be mailed to the employees.
- a. We will provide the City with PDF files containing employee and employer Forms W-2c copies.

D. Prepare and file Forms W-2c for 2021 and 2022 (\$6,000 to \$8,000)

- a. We will prepare import templates with the assistance of the City for use in importing to the payroll filing system.
- b. We will produce draft Forms W-2c for review and approval by the City.

Clark Nuber ^{PS}

- c. We will electronically file the approved Forms W-2c through the filing system and paper copies will be mailed to the employees.
- d. We will provide the City with PDF files containing employee and employer Forms W-2c copies.

PHASE III - REPORTING RESULTS

A. 2023 Payroll Recalculations and Testing (\$3,000 TO \$5,000)

- 1. Attend bi-weekly check-in meetings to provide updates and answer questions.
- 2. Prepare a report with background, scope, findings, and recommendations. Detailed analyses may be attached as appendices or provided separately.
- 3. Present report to management.
- 4. If interested, present results to the Board, and/or any other interested parties that management deems necessary.
- 5. If interested, determine next steps and/or follow up procedures needed, if any, based on our findings.

B. 2021 and 2022 Payroll Recalculations (\$3,000 TO \$5,000)

- 1. Attend bi-weekly check-in meetings to provide updates and answer questions.
- 2. Prepare a report with background, scope, findings, and recommendations. Detailed analyses may be attached as appendices or provided separately.
- 3. Present report to management.
- 4. If interested, present results to the Board, and/or any other interested parties that management deems necessary.
- 5. If interested, determine next steps and/or follow up procedures needed, if any, based on our findings.

Total estimated client investment: \$30,000 to \$50,000

- Original Scope: \$15,000 to \$25,000
- Additional Scope: \$15,000 to \$25,000

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND CLARK NUBER, P.S.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 15th day of March, 2024, by and between the City of North Bend, a municipal corporation of the State of Washington (“City”), and Clark Nuber, P.S., a Professional Services Corporation in the State of Washington, (“Consultant”) in consideration of the mutual benefits and conditions contained herein.

WHEREAS, City has determined a need to have certain services performed for its citizens; and

WHEREAS, Consultant is in the business of performing such services, which are described below;

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Scope of Services.** Consultant shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
- 2. Compensation and Method of Payment.** Consultant will invoice City monthly based upon the fee schedule set forth in **Exhibit B** attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed **TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00)** without written modification of this Agreement signed by City. City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to City prior to or along with the first invoice.
- 3. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing March 7, 2024, and ending December 31, 2024, unless earlier terminated in accordance with Section 12 herein or extended by written amendment in accordance with Section 15 herein.
- 4. Ownership, Form, Use of Documents, and Document Retention.** Consultant will retain their own documentation for their engagements, including copies of documents provided by the City, so that they may be better able to assist the City with its professional needs and, in some cases, to comply with legal or professional requirements. The Consultant agrees to provide the City with copies of documents produced by Consultant in connection with the services rendered under this Agreement, if requested by the City. City agrees it will retain documents consistent with the Washington Secretary of State archiving requirements. The City agrees the Consultant is free to destroy such records at their sole discretion after that seven-year period without any notice to the City.

Subpoena or Other Legal Requirement to Provide Documents. In the event that the Consultant receives a subpoena, summons, or other request for documents or other evidence from a court or governmental agency relating to an engagement, the Consultant may be compelled to comply. Consultant will make a commercially reasonable effort to notify the City before responding to any request. The City may, within the time permitted for the Consultant to respond to any request, take such action, as deemed appropriate to protect information from disclosure. If the City takes no action within the time permitted for the consultant to respond, or if the City’s action does not result in a judicial order protecting the

consultant from supplying requested information, the Consultant may construe the City's inaction or failure as consent to comply with the request..

5. **Independent Contractor.** City and Consultant agree that Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither Consultant nor any of Consultant's employees shall be entitled, by virtue of the services provided under this Agreement, to any benefits afforded to City employees. City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers' compensation, or for otherwise assuming the duties of an employer with respect to Consultant or Consultant's employees.
6. **Indemnification.** Unless prohibited by law, regulation or professional standards, the City will indemnify and hold harmless, Consultant, its affiliates, subcontractors and their respective personnel from any and all costs, expenses, settlements, penalties or interest ("Liability"), except to the extent that such Liability results from Consultant's intentional misconduct, which is related to any use by Consultant or a third party of our Services or the associated deliverables other than as set forth in the Scope of work.
7. **Limitation of Liability.** The City agrees that Consultant, its personnel, subcontractors, suppliers or licensors (each a "Consultant Party") shall not be liable to the City for any actions, claims, liabilities, costs, expenses or losses alleged to arise from or actually arising or resulting from or relating to the Services performed by a Consultant Party for an aggregate amount in excess of the total fees paid by the City to Consultant for Services provided to which such actions, claims, liabilities, costs, expenses or losses relate unless such actions, claims, liabilities, costs, expenses or losses were the direct result of fraud or willful misconduct committed by Consultant. The Parties to this Agreement expressly agree that this limitation of liability provision shall apply to the fullest extent permitted by law, whether by common law (including without limitation contract or tort) or by federal or state statute. The City further agrees that under no circumstances, including failure of a court to enforce the preceding limitation of liability provision, shall a Consultant Party be liable to the City for consequential (including without limitation lost profits and opportunity costs), special, indirect, incidental, punitive or exemplary damages, attorneys' fees and/or other legal expense alleged to arise from or actually arising or resulting from or in any way relating to the Services provided under this Agreement.
8. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit Consultant's liability to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.
 - A. **Scope of Required Insurance.** Consultant shall maintain insurance of the types and coverage described below:
 1. **Automobile liability insurance,** with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. **Commercial general liability insurance,** written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which shall be at least as broad as ISO occurrence

form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. City shall be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the work performed for City, using an additional insured endorsement at least as broad as ISO CG 20 26.

3. **Professional liability insurance** appropriate to Consultant's profession, written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. **Workers' compensation coverage** as required by the Industrial Insurance laws of the State of Washington.

B. Additional Insurance Provisions. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Consultant's automobile liability and commercial general liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall provide City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

C. Certificates of Insurance. Within fifteen (15) days of the execution of this Agreement, Consultant shall deliver original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this Section 8.

D. Failure to Maintain Insurance. Consultant's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of City, offset against funds due Consultant from City.

E. Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Consultant.

9. **Recordkeeping and "Red Flag" Rules.**

A. Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Consultant shall also maintain such other records as may be deemed necessary by City to ensure proper accounting of all funds contributed by City to the performance of this Agreement and of the parties' compliance with this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by City.

- C. Consultant acknowledges receipt of and agrees to adhere to City's Identity Theft Prevention Program ("Red Flag" rules), a copy of which is attached hereto as **Exhibit D**.

10. Taxes, Licenses and Permits.

- A. Consultant shall procure and maintain a City business license in accordance with Chapter 5.04 NBMC, *Business Licenses and Business and Occupation Tax*, prior to beginning work under this Agreement. Consultant assumes responsibility for and ensures that all contractors, subcontractors and suppliers shall also obtain a City business license.
 - B. Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to Chapters 5.04 and 5.05 NBMC, and Consultant agrees to comply with all applicable laws regarding the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Consultant shall reimburse and hold City harmless from such costs, including attorneys' fees. Consultant shall also require all contractors, subcontractors and suppliers to pay all charges and taxes in accordance with this Section 10.
 - C. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by City or any other governmental body, then Consultant authorizes City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Consultant's total compensation.
- 11. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the term of this Agreement. City shall have the right to conduct an audit of Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of Consultant.
- 12. Termination.** This Agreement may be terminated by City at any time upon thirty (30) days' written notice; provided, that if Consultant's insurance coverage is canceled for any reason, City shall have the right to terminate this Agreement as provided in Subsection 8(D) herein.
- 13. Discrimination Prohibited.** Consultant shall not discriminate against any employee, applicant for employment, or any person seeking Consultant's services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
- 14. Assignment and Subcontract.** Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of City.
- 15. Entire Agreement; Modification.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments or addenda signed by both parties.

16. **Notices.** Notices required hereunder shall be delivered via certified U.S. mail to the addresses below:

To the City of North Bend: Martin Chaw, Finance Director
City of North Bend
920 SE Cedar Falls Way
North Bend, Washington 98045
Phone: (425) 888-1211
mchaw@northbendwa.gov

To Consultant: Mitchell Hansen,
Clark Nuber, P.S.
10900 NE 4th Street, Suite 1400
Bellevue, WA 98004
Phone: 425-454-4919
mhansen@clarknuber.com

17. **Security.** Consultant will protect confidential information provided by City pursuant to this Agreement by adhering to policies governing physical, electronic, and managerial safeguards against unauthorized access to an unauthorized disclosure of confidential information. Security standards shall meet or exceed Washington State Office of the Chief Information Officer Standard No. 141.10. Only authorized employees of Consultant shall have access to City's confidential information, and only for the purposes specified in this Agreement. Consultant shall, within 24 hours of discovery, report to City any use, access to or disclosure of City's confidential information not previously authorized by City.

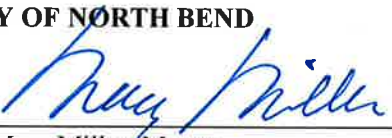
18. **Dispute Resolution, Governing Law**

A. **Mediation.** Consultant and the City both believe that most disagreements can be resolved to mutual satisfaction in a friendly, nonthreatening environment. While the City and Consultant do not expect there to be any problems with their relationship, disagreements can occur. Therefore, the City and Consultant agree that any dispute arising from or relating in any way to services provided by Consultant under this Agreement (including the scope, nature and quality of services performed by Consultant, its fees and any other terms of this Agreement) shall first be submitted to mediation and neither the City nor Consultant will initiate legal proceedings of any kind until after mediation has occurred. The City and Consultant agree that an impartial third party, acceptable to both the City and Consultant, shall be appointed to mediate, the City and Consultant shall pay an equal percentage of the mediator's fees and expenses, and the mediation shall be confidential in all respects, as allowed or required by law.


B. **Governing Law.** The City and Consultant agree that this Agreement will be interpreted under the laws of the State of Washington or federal law, if applicable, and further agree that venue for any cause of action or claim for relief arising out of or relating in any way to services provided by Consultant under this Agreement shall be in the Superior Court of King County, Washington, Seattle Case Assignment area, or the United States District Court for the Western District of Washington, if appropriate under federal law. The parties also waive trial by jury and agree that any dispute or claim should be resolved by a judge without a jury.

BY THEIR SIGNATURES BELOW, the authorized agents of the parties enter into this Agreement as of the day and year first written above.

CITY OF NORTH BEND

By: 
Mary Miller, Mayor


CLARK NUBER, P.S.

By: 

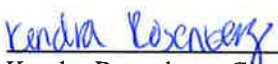
Printed Name: Mitchell R. Hansen

Title: Shareholder

Attest/Authenticated:


Susie Oppedal, City Clerk

Approved As To Form:


Kendra Rosenberg, City Attorney

EXHIBITS A & B

STATEMENT OF WORK

March 5, 2024

Mary Miller, Mayor
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

Dear Mayor Mary Miller:

This Statement of Work ("SOW") is made pursuant to the Agreement, dated March 5, 2024, between City of North Bend and Clark Nuber P.S. and is effective as of the date hereof. The terms and conditions of the Agreement are incorporated into this Statement of Work by reference, and include any and all entities listed as of the signing date of the Agreement and any entities created thereafter which are listed in this SOW. Capitalized terms used, but not defined, in this SOW have the meanings set forth in the Agreement.

We appreciate the opportunity to serve City of North Bend. Mitchell Hansen will be the Shareholder in charge of the work we perform for the Client, assisted by Principal Shareen Corlett and other professionals. This Statement of Work confirms our understanding of the consulting services you have asked Clark Nuber to provide to the Client and the terms and conditions under which our firm agrees to perform those services.

We will provide consulting services listed in the Scope and Methodology below.

We will perform our work in accordance with the Standards for Consulting Services established by the American Institute of CPAs Management Consulting Services Executive Committee.

We estimate our fee for this engagement will be \$15,000 to \$25,000 plus any out-of-pocket expense we might incur, based on the assistance of your personnel and assuming no significant problems arise that would alter our scope of services.

Prior to the start of any project, your engagement manager from Clark Nuber will be contacting the applicable point person at the Client regarding the key project milestones and outlining the key dates. You agree that delay in meeting the key project milestones, key dates and/or our originally scheduled start date or

Mary Miller
City of North Bend
March 5, 2024
Page 2

providing inaccurate or incomplete information may require us to charge additional professional fees and/or reschedule your engagement at our next available time. Should your engagement need to be rescheduled, your specific time deadlines may go unmet.

Any financial reports submitted by us to you as a result of our consulting services will not be accompanied by a report. The work we perform under this Statement of Work will not constitute an audit or review of financial statements taken as a whole and, accordingly, we will not express an opinion, or provide any level of assurance, on them. You agree that any such financial reports provided by us to you will clearly indicate that no assurance is provided on them. Should the need for additional assurance be required, you agree to contact us to request a separate engagement for the desired level of reporting to meet your needs at that time.

We accept responsibility to advise you only on such matters for which we have been expressly engaged in this SOW. If you have any questions or comments regarding the scope of our services, please contact us immediately. We will be happy to work with you to define the scope of our services and to confirm that scope of services in writing. However, you agree we are not responsible for services for which we have not been expressly engaged in writing.

In addition to the specific services described above, we may from time to time respond to your routine requests for advice, services, or information which may not be specifically described in this SOW. We will bill you separately for such services at our standard hourly rates.

If the foregoing correctly states our agreement with the Client for services, please follow the link and prompts to approve the terms of this SOW electronically. Alternatively, you may print, sign and return the SOW.

We are pleased to have this opportunity to serve you.

Sincerely,

Clark Nuber P.S.

Certified Public Accountants

The services and terms for their performance described in this SOW are in accordance with the Client's requirements and are acceptable to and agreed to by the Client, which has authorized me to sign this SOW on its behalf.

Mary Miller
City of North Bend
March 5, 2024
Page 3

Authorized Signature

Date

Mary Miller
City of North Bend
March 5, 2024
Page 4

Scope of Work and Methodology

Based on our discussions with you, the goals for this project are:

- To lookback at the prior year payroll to ensure proper calculations,
- Investigate potential errors already identified, and
- To evaluate payroll processes for compliance with laws and regulations, city policies and procedures, and best practices.

To accomplish these goals, our work will be divided into three phases: 1) planning and obtaining background information, 2) performing testing, and 3) reporting.

PHASE I - PLANNING AND OBTAINING BACKGROUND INFORMATION (\$1,000 to \$3,000)

A. Meet with Management to:

1. Fine tune proposed scope of work. We will remove non-value-added steps or steps not practical to do, change proposed procedures as needed to meet your needs, and add additional steps that we haven't contemplated that you would like performed.
2. Agree on timing of work and delivery of reports.
3. Discuss on-site vs remote work.
4. Agree on form and content of final report(s).
5. Agree on timing and method of periodic updates.
6. Determine who will have access to SmartSheet.
7. Finalize contract for services.

B. Obtain and Review Needed Information for 2023

1. List of employees with known or suspected errors.
2. Annual payroll register for 2023 (in PDF and excel format)
3. Master employee list with items needed to calculate benefits (birth dates, benefit elections, etc.)
4. Benefit plan documents
5. Contact information for individuals we will be working with on this project.
6. Contact information for those that will need access to our Smartsheet to upload requested information.

PHASE II – PERFORM TESTING OF PAYROLL INFORMATION

A. Recalculate payroll amounts for 2023 (\$8,000 to \$12,000)

Mary Miller
City of North Bend
March 5, 2024
Page 5

- a. We will perform recalculations of the 2023 annual payroll amounts for all employees to identify potential errors.
- b. For all employees we will:
 - i. Recalculate federal, social security and medicare wages for the pay period.
 - ii. Estimate potential social security and medicare tax implications for employee and the City.
 - iii. Recalculate and validate all deductions include employee and employer benefits and state taxes.
- c. Based on results of testing, consider possible recommendations for improving payroll processes.
- d. Discuss any potential issues with payroll team to ensure there are no misconceptions or miscommunications.

B. Prepare and file Forms W-2c for 2023 (\$3,000 to \$5,000)

- a. We will prepare import templates with the assistance of the City for use in importing to the payroll filing system.
- b. We will produce draft Forms W-2c for review and approval by the City.
- c. We will electronically file the approved Forms W-2c through the filing system and paper copies will be mailed to the employees.
- d. We will provide the City with PDF files containing employee and employer Forms W-2c copies.

PHASE III - REPORTING RESULTS (\$3,000 TO \$5,000)

- 1. Attend bi-weekly check-in meetings to provide updates and answer questions.
- 2. Prepare a report with background, scope, findings, and recommendations. Detailed analyses may be attached as appendices or provided separately.
- 3. Present report to management.
- 4. If interested, present results to the Board, and/or any other interested parties that management deems necessary.
- 5. If interested, determine next steps and/or follow up procedures needed, if any, based on our findings.

Total estimated client investment: \$15,000 to \$25,000

TERMS & CONDITIONS FOR PROFESSIONAL SERVICES

March 5, 2024

Mary Miller, Mayor
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

Dear Mayor Mary Miller:

This Agreement, including the attached Terms & Conditions for Professional Services and any appendices, confirms our mutual understanding of the terms and conditions under which Clark Nuber P.S. ("Clark Nuber" or "We") agrees to perform professional services for City of North Bend (the "Client" or "You").

As you request services, we will outline the scope of those services and the related fees on individual Statements of Work ("SOW") for your approval. Upon mutual agreement, we may also add appendices to this Agreement which will contain additional terms and conditions for specific services and may amend the Terms & Conditions for Professional Services. These appendices will become part of this Agreement. All SOWs submitted will reference this Agreement. Each SOW, along with the Terms & Conditions for Professional Services and any appendices, will constitute separate engagement agreements with Clark Nuber; and will be the entire agreement between You and Clark Nuber for the services described in the SOW. This Agreement may be replaced or terminated by either party upon 30 days written notice. Termination of this Agreement will not affect any SOW issued under this Agreement.

If this Agreement correctly expresses your understanding of the agreement between Clark Nuber and the Client, please follow the link and prompts to electronically approve the terms of engagement. Alternatively, you may print, sign and return the Agreement.

We are pleased to have this opportunity to serve you.

Sincerely,

Clark Nuber P.S.

Certified Public Accountants

Mary Miller
City of North Bend
March 5, 2024
Page 2

The terms and conditions of this Agreement are in accordance with the Client's requirements and are acceptable to and agreed to by the Client, which has authorized me to sign this Agreement on its behalf.

By: _____

Title: _____

Date: _____

Mary Miller
 City of North Bend
 March 5, 2024
 Page 3

Terms and Conditions for Professional Services

1. **Introduction.** Clark Nuber will provide professional services ("Services") from time to time described in Statements of Work ("SOW"). In the course of delivering the Services we apply customary practices intended to provide the Services in a professional and cost-effective manner. These Terms & Conditions for Professional Services, including any appendices, describe certain of these customary practices, set forth the terms, conditions and limitations relating to our provision of the Services.
2. **Routine Advice and Services.** In addition to the Services detailed in any SOW, we may respond to the Client's requests for advice, services, or other information ("Routine Advice") that may not be explicitly outlined in an SOW. The terms and conditions set forth in this Agreement, along with any appendices, shall govern any Routine Advice provided to the Client, even if such Routine Advice is not expressly described in an SOW. The Client or Clark Nuber retains the right to require a separate SOW for any services, including services that may be defined as Routine Advice.
3. **Client Information & Assistance.** For Clark Nuber to effectively deliver the Services, you, your employees or contractors must cooperate with us; and provide any and all information we may reasonably request on a timely basis. We are entitled to rely on all financial statements, tax returns, financial information, or other information that you provide to us. If certain facts or circumstances are different from those furnished or represented to us, or understood by us, the results of our Services may be materially different than initially expected. We will not be responsible for any loss, liabilities or other obligations arising from our reliance on information furnished by you. Any failure to fulfill your responsibilities under this Section entitles Clark Nuber to suspend or terminate our Services.
4. **Warranty, Limitations & Indemnification**
 - a. **Warranty.** The Services performed under the SOW are professional in nature. Clark Nuber warrants that it will perform the Services in good faith, with due care, and in accordance with professional standards. Clark Nuber specifically disclaims all other warranties, either express or implied, and makes no guarantee regarding the results of the Services and/or the use by you or any permitted third party.
 - b. **Remedies.** In the event that we fail to meet our obligations under an SOW, this Agreement, or any other formal or informal agreement to provide Services, you must notify us in writing and provide us with the opportunity to re-perform the Services. If the Services cannot be re-performed, or if re-performance will not cure the breach, then your first remedy will be for us to refund our fees relating to the services up to the amount of your direct damages caused by our failure to meet our obligations. The foregoing will be your sole and exclusive remedy in the event that Clark Nuber fails to meet its warranty obligations.
 - c. **Limitation of Liability.** *The Client agrees that Clark Nuber, its personnel, subcontractors, suppliers or licensors (each a "Clark Nuber Party") shall not be liable to the Client for any actions, claims, liabilities, costs, expenses or losses alleged to arise from or actually arising or resulting from or relating to the Services performed by a Clark Nuber Party for an aggregate amount in excess of the total fees paid by the Client to Clark Nuber for Services provided to which such actions, claims, liabilities, costs, expenses or losses relate unless such actions, claims, liabilities, costs, expenses or losses were the direct result of fraud or willful misconduct committed by Clark Nuber. The Parties to this Agreement expressly agree that this limitation of liability provision shall apply to the fullest extent permitted by law, whether by common law (including without limitation contract or tort) or by federal or state statute. The Client further agrees that under no circumstances, including failure of a court to enforce the preceding limitation of liability provision, shall a Clark Nuber Party be liable to the Client for consequential (including without limitation lost profits and opportunity costs), special, indirect, incidental, punitive or exemplary damages, attorneys' fees and/or other legal expense alleged to arise from or actually arising or resulting from or in any way relating to the Services provided under this Agreement.*
 - d. **Document Production and Testimony.** If we are requested or authorized by you, or if we are required by government regulation, subpoena or other legal process, to produce any documents or files, or to make our personnel available as witnesses with respect to any engagement, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our time and expenses, as well as the reasonable fees and expenses of our counsel, incurred in responding to such requests.
 - e. **Time Limitation on Claims.** No claim or action by either party, regardless of whether the claim is in contract, in tort, at law or in equity, arising out of or relating to any matter under this Agreement, any SOW, or any other formal or informal agreement to provide services, may be

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brought by either party (i) more than 24 months after the party first knows or has reason to know that the claim or cause of action has occurred or (ii) more than 48 months following the completion of the Services, whichever period is shorter. This section may shorten, but in no event will it extend, any period of limitation on actions otherwise provided by applicable law.

- f. **Indemnification.** Unless prohibited by law, regulation or professional standards, the Client will indemnify and hold harmless, Clark Nuber, its affiliates, subcontractors and their respective personnel from any and all costs, expenses, settlements, penalties or interest ("Liability"), except to the extent that such Liability results from Clark Nuber's intentional misconduct, which is related to any use by you or a third party of our Services or the associated deliverables other than as set forth in the SOW.

5. Dispute Resolution, Governing Law

- a. **Mediation.** Clark Nuber and the Client both believe that most disagreements can be resolved to mutual satisfaction in a friendly, nonthreatening environment. While the Client and Clark Nuber do not expect there to be any problems with their relationship, disagreements can occur. Therefore, the Client and Clark Nuber agree that any dispute arising from or relating in any way to services provided by Clark Nuber under this Agreement (including the scope, nature and quality of services performed by Clark Nuber, its fees and any other terms of this Agreement) shall first be submitted to mediation and neither the Client nor Clark Nuber will initiate legal proceedings of any kind until after mediation has occurred. The Client and Clark Nuber agree that an impartial third party, acceptable to both the Client and Clark Nuber, shall be appointed to mediate, the Client and Clark Nuber shall pay an equal percentage of the mediator's fees and expenses, and the mediation shall be confidential in all respects, as allowed or required by law.
- b. **Governing Law.** The Client and Clark Nuber agree that this Agreement will be interpreted under the laws of the State of Washington or federal law, if applicable, and further agree that venue for any cause of action or claim for relief arising out of or relating in any way to services provided by Clark Nuber under this Agreement shall be in the Superior Court of King County, Washington, Seattle Case Assignment area, or the United States District Court for the Western District of Washington, if appropriate under federal law. ***The parties also waive trial by jury and agree that any dispute or claim should be resolved by a judge without a jury.***

_____/s/

- 6. **Third-Party Service Providers.** We may from time to time, and at our sole discretion, use third-party service providers, including entities, contractors and/or software vendors, in serving your account, which may include service providers located outside the United States. Client acknowledges that their information may be disclosed to such service providers in order to assist us in the timely and cost-effective delivery of professional services to Client. Subject to the terms of this Agreement, we will remain responsible for the work provided by any such third-party service providers.

7. Confidentiality and Data Security

- a. We are committed to maintaining the confidentiality and security of your Confidential Information (as such term is defined in section 7.c. below). Accordingly, we maintain internal policies, procedures, and safeguards to protect your Confidential Information. We will use reasonable precautions to protect your information, but we have no obligation to employ any measures that you do not regularly employ in protecting your information. In addition, we will secure confidentiality agreements with all service providers to maintain your Confidential Information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your Confidential Information to others. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your Confidential Information with the third-party service provider.
- b. We may also disclose Confidential Information if required by a court or governmental agency, but we will use commercially reasonable efforts to inform you prior to disclosure. To the extent that there are any conflicts between any confidentiality obligations contained in any prior agreement between you and us, the provisions of this section shall control. **By agreeing to an SOW, you specifically authorize the disclosures described in this section 7.**
- c. "Confidential Information" means (i) information contained in your financial and business records, (ii) information reported on your tax returns and (iii) other information concerning you or your business that is marked "confidential" or otherwise identified as "confidential" in writing at the time of disclosure. Confidential Information does not include information (i) that is or becomes publicly available or generally known to persons in your industry without breach of our obligations under this section or (ii) received by us after the termination of this Agreement. The

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confidentiality provisions in this Agreement supersede any other confidentiality obligations contained in any prior agreement between the parties.

8. Transmission of Data

- a. By your signature, you authorize us to transmit, update and store information digitally and to transmit your information over the Internet. We will employ systems and services that utilize industry-standard encryption protocols, which may include a secure internet portal, for document transfer with you or your authorized personnel. It is your responsibility to notify us when your authorized portal users or other personnel should no longer have access to the portal or to your confidential information. The portal is intended for the transfer of data and should not be used for temporary or permanent document storage. Clark Nuber reserves the right to delete all documents at the end of each project without prior notification. Under no circumstances will documents be retained on portals for more than 24 months. If you have unique security needs, a discussion should be held with our Director of IT prior to the engagement. Our *Privacy Policy, Client Confidentiality, and Security Overview* are available on our web site.
 - b. If Client is unable or unwilling to utilize our secure portal for transfer of documents, you agree to authorize Clark Nuber, in writing, to transfer documents using other digital means, including email, and utilizing our standard procedures for transmitting documents over the internet.
 - c. Emails and other electronically stored and transmitted information may be diverted, intercepted, altered, read, disclosed or otherwise used by or communicated to unauthorized third parties. While we will use resources and select suppliers of computer services that we determine provide highly secure environments, the security and protection of email and other electronically stored or transmitted data cannot be guaranteed or warranted. Accordingly, we will not be responsible for and specifically disclaim any liability for any information security breaches whatsoever, unless such breach is the result of our intentional misconduct, subject to the limitations in Section 4.
- 9. Fees and Payment Terms.** We will bill you for Services on a monthly basis or upon completion of project milestones at our discretion and based upon the nature of the services. Unless otherwise specified, fees and expenses quoted in the SOW are estimates and are not contingent on the results of the Services. Our invoices will be due 30 days after

invoice date. Amounts not paid by month-end will accrue finance charges of 1% per month on the past due balance. In the event that you are unable or unwilling to complete periodic progress payments as they are due, you agree we may suspend our work and/or withdraw entirely from the engagement. If we do so, specific time deadlines which are the responsibility of the Client, including tax and government filings utilizing our work product, may go unmet resulting in penalties or other adverse consequences. Further, the Client agrees to pay for all Services rendered and expenses incurred up to the date of our withdrawal even if a service cannot be completed.

10. Document Retention, Subpoena, Privilege

- a. **Document Retention.** We will retain our own documentation for our engagements, including copies of documents provided to us, so that we may be better able to assist you with your professional needs and, in some cases, to comply with legal or professional requirements. Under our firm's document retention policy, we will keep our documentation for a period of at least seven years following completion of the engagement. The Client agrees we are free to destroy such records at our sole discretion after that seven-year period without any notice to the Client.
- b. **Subpoena.** In the event that we receive a subpoena or summons requesting documents or other evidence relating to an engagement, we may be compelled to comply. We will make a commercially reasonable effort to notify you before responding to any request. You may, within the time permitted for our firm to respond to any request, take such action, as you deem appropriate to protect information from disclosure. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.
- c. **Privilege.** In certain circumstances, information, particularly Confidential Information, may be protected by an accountant/client privilege; which you are responsible for recognizing, asserting and maintaining. You must notify us if you wish to claim any privilege, and we will cooperate with your reasonable instructions relating to the privilege. Any questions concerning the availability, maintenance, waiver, and process for asserting a privilege should be directed to your legal counsel.

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11. General Business Terms

- a. **Requests for Services.** In responding to requests for Services made by your officers, managers, employees or agents which are outside of the scope of any SOW, we will presume that all requests have been authorized by you or your internal procedures. If you wish to limit the individuals who can request Services, you must notify us of any limitations in writing.
- b. **Conflicting Engagements.** If we at any time determine in our sole discretion that a conflict exists that would impair our independence or prevent us from providing our Services in accordance with applicable professional standards and ethical rules, we will notify you of the conflict and may withdraw from or modify our engagement to provide professional Services under any SOW to the extent that such withdrawal is required or permitted by applicable professional standards and ethical rules. You agree to advise us of other actual or potential engagements involving Clark Nuber.
- c. **Changes in Laws, Regulations & Standards.**
 Changes to applicable law, regulations, and accounting and professional standards could materially or adversely affect the performance of the Services. Such changes may also increase the time required to complete the Services and our professional fees.
- d. **No Legal or Investment Advice.** Services under any SOW do not constitute legal or investment advice. We recommend that you retain competent legal counsel and investment advisors for such purposes.
- e. **Non-Solicitation.** The parties acknowledge that Clark Nuber has incurred significant expense related to the training, development and employment of professional staff assigned to assist on projects for the Client and would suffer damage if those employees were to terminate employment with Clark Nuber to accept an offer of employment with the Client. In the event that an employee terminates employment with Clark Nuber in order to accept an offer of employment with the Client, the Client agrees that Clark Nuber would suffer loss. The Client agrees that if an employee accepts employment with the Client or any affiliated entities during the term of an engagement or within twelve months after the termination of an engagement, Client will pay Clark Nuber an amount equal to 40% of the annual Clark Nuber salary as reasonable compensation for our loss. This payment is in addition to the fees and expenses otherwise billable under any SOW. The parties further acknowledge that the solicitation for

employment or actual employment of a Clark Nuber employee by the Client could impair Clark Nuber's independence with respect to the Client and/or could result in a delay of service delivery, additional costs, or the potential withdrawal from the engagement.

- f. **Termination.** You may terminate an SOW at any time by written notice to us. Subject to any restrictions imposed by applicable ethical rules, we may terminate any SOW at any time upon written notice to you. Termination for any reason will not affect your obligation to pay us for fees and expenses incurred prior to termination, or in transferring files to and otherwise cooperating with any successor accountant or other service provider. If you terminate any SOW after we have commenced performing Services under a fixed fee arrangement, you will be obligated to pay us the entire fixed fee upon termination.
- g. **Survival of Provisions.** All provisions of this Agreement will survive the termination or cancellation of any SOW or the Agreement, except that (i) we will not have any obligation to provide Services after termination and (ii) except as provided in sections 4.d., 10.b., 11.e., and 11.f., you will not have any obligation to pay us for any Services that we perform after termination.
- h. **Entirety of Agreement.** This Agreement, including any SOW, and Appendices, signed or otherwise acknowledged by all parties constitute the entire agreement between Clark Nuber and the Client, superseding all proposals, oral or written, and all other communications, with respect to the terms of this engagement between the parties. In the event that any portion of this Agreement is determined to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect; and the unenforceable provision will be modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties. In the event of a conflict between these Terms & Conditions (including any Appendix), and an SOW, these Terms & Conditions will prevail.
- i. **Amendments, Waivers and Consents.** Neither this Agreement nor an SOW may be amended except by our mutual written agreement. No waiver of any breach of these Terms & Conditions or an SOW will be effective unless the waiver is in writing and signed by the party against whom the waiver will be enforced. No waiver of any one breach will be deemed a waiver of any other or subsequent breach.

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- j. **No Assignment, 3rd Party Beneficiaries.** You may not assign an SOW or this Agreement to any other party without our prior written consent. Except as stated in an SOW, there are no third-party beneficiaries of our Services.
- k. **Authority to Sign; Binding Effect.** You represent and warrant to Clark Nuber that the person signing this Agreement, or any SOW, is expressly authorized to execute it on behalf of, and such signing is effective to bind Client, its affiliates, and any other persons or entities for whose benefit any of the Services are provided.
- l. **Independent Contractor.** For all services that we perform, we will be an independent contractor and not your employee, agent or partner, and we will determine the method, details and means of performing our services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all applicable employee withholdings.
- m. **Newsletters and Similar Communications.** We may as a courtesy from time to time send newsletters, emails, explanations of tax law developments or similar communications to selected clients, former clients or other interested parties. These communications are of a general nature and are not definitive advice. We do not send all such communications to all clients, former clients or interested parties. These newsletters do not establish or continue a client relationship with any person, and they do not constitute an undertaking on our part to monitor tax or other issues for you or for any other parties.

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APPENDIX
Terms & Conditions for Accounting and Consulting Services (ACS)

1. Introduction

- a. This Appendix supplements Clark Nuber's Terms and Conditions for Professional Services and sets forth additional terms and conditions for engagements to provide accounting and/or consulting (ACS) services. In the event of a conflict between this Appendix and the Terms and Conditions for Professional Services, this Appendix will govern.
- b. Clark Nuber will provide accounting and consulting services (the "Services") from time to time described in Statements of Work (each, an "SOW"), or other written agreement between Clark Nuber and the Client which describes the Services.

2. Management Responsibility Over Services

- a. The Client shall make and be responsible for all management decisions and perform all management functions in connection with or related to the Services. Clark Nuber may support the Client in rendering management decisions, or assist the Client in carrying out management functions in connection with or related to the Services. More specifically, Clark Nuber may provide advice, research material or findings, or recommendations; however Clark Nuber will not make any decisions or perform any management functions. Clark Nuber may refrain from performing any Services to the extent that Clark Nuber determines, in its sole discretion, that the Services constitute a management decision or a management function.
- b. In some cases, the Services described in a SOW may include the management of accounts payable, accounts receivable, or other financial obligations or matters, including the deposit or debit of funds on your behalf into or from your accounts. Accordingly, it may be necessary for the Client to provide Clark Nuber personnel with access to certain bank or similar financial accounts so that we can provide this Service. Client agrees to review Clark Nuber's performance of such Services on a regular basis.
- c. The Client accepts responsibility for the results of the Services. The Client further agrees to establish and maintain internal controls in connection with the Services, including monitoring Clark Nuber's performance under this Agreement.
- d. The Client shall designate an employee possessing the required skill, knowledge and/or experience (but not necessarily the skills or experience to perform the Services) to oversee,

evaluate the effectiveness of, and approve, the Services.

- e. As part of the Services, we may propose standard, adjusting or correcting journal entries to your management reports or financial statements. Management, however, has final responsibility for reviewing the proposed entries, as well as understanding the nature and impact of the proposed entries to the management reports and financial statements. Further, you agree that the Client is responsible to establish and maintain internal controls related to Services provided by Clark Nuber, to evaluate the adequacy and results of the Services performed, and to accept responsibility for the results of such Services.
- f. During the course of our work under any SOW, we expect, whenever possible, to maintain our professional independence as outlined by the professional standards issued by the American Institute of Certified Public Accountants. However, during the course of our work it is possible that the scope of our Services could, in our judgment, impair our independence as an auditor, and limit our ability to provide the Client audit or review services. Should the need for audit or review services arise in the future, we will evaluate our history of work and potential independence concerns with you at that time.

3. Engagement Limitations and Access to Confidential Information

- a. If we are performing an engagement involving the **compilation or preparation** of your financial statements, we will use and rely on financial data and records prepared and maintained by management. Accordingly, we cannot guaranty the accuracy or the integrity of financial statements. In addition, **these types of engagements do not include any procedures guaranteed or designed to discover fraud, material misstatements, material errors, illegal acts, theft, defalcations or other irregularities.** You agree that we have no responsibility to discover same. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of compilation, or financial statement preparation procedures that fraud or an illegal act may have occurred unless they are clearly inconsequential.
- b. The Client agrees that Clark Nuber's responsibility is limited to that described in the applicable SOW and Agreement, and that the Client will indemnify, defend and hold Clark Nuber and its employees harmless for all claims or actions against us arising out of any illegal

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acts or intentional misrepresentations by the Client's management or its employees.

- c. While providing the Services, we may have access to confidential and/or proprietary information of the Client, including, without limitations, oral and written information and material concerning or pertaining to the Client's trade secrets, business methods, plans, and/or projects. We acknowledge that such information, regardless of its form, is confidential and/or proprietary to the Client, and therefore subject to the provisions of Section 6 of the Terms & Conditions for Professional Services. The Client consents to Clark Nuber's use, copying and access to documents to the extent needed for performing the Services.

4. Use of Financial Statements

- a. If we are performing a compilation or preparation engagement, our report is prepared for use by management and the Client's Board of Directors or other oversight body in conjunction with their evaluation of the Client's financial performance. We also understand that the financial statements may be provided to investors, creditors, lenders, and others in the normal course of business for lending, insurance underwriting, and other purposes. Information provided in the financial statements is limited, however, and therefore may not be complete or adequate for all purposes. We are required by our professional standards to include a footnote disclosure that **any financial statements or other reports that we prepare are not audited and for internal use only**. Additional disclosures may be required depending on the type and nature of the Services.
- b. With regard to the digital dissemination of financial statements, including financial statements or other financial information published on Internet websites, digital transmission is a means of distributing information. We will not review the information contained in such transmissions for consistency with the original document.

5. Management Responsibility for Internal Controls, Fraud Prevention, and Compliance with Laws and Regulations

- a. Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States (or other applicable financial reporting framework) and the selection and application of accounting principles. This includes the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are

free from material misstatement, whether due to fraud or error. You agree that the Client is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Client involving management, employees who have significant roles in internal control and others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Client received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Client complies with laws and regulations applicable to its activities. Unless otherwise stated in an SOW, our work is not designed to provide assurance on internal control or to identify deficiencies in internal control.

6. Timely Access to Information

- a. The Client agrees to provide Clark Nuber with access to all information of which management is aware that is relevant to the Services, such as records, documentation, and other matters; additional information that we may request from management for purposes of the engagement; and unrestricted access to Client personnel. The Client further agrees to provide us with the information required for the Services on a timely basis and that the Client is responsible for the accuracy and completeness of that information. Any delays caused by third parties will also be the responsibility of the Client. You agree that any delay in providing necessary information may require us to increase our professional fees and/or reschedule the Services. Should your engagement need to be rescheduled, your specific time deadlines, including tax and government filings, may go unmet.
- b. In the event we encounter circumstances that lead us to believe we cannot continue to perform our Services consistent with the requirements of the applicable professional standards, including but not limited to ethics rules, we will inform you of our concerns and, if those concerns cannot be addressed to our satisfaction, we will be entitled to withdraw from the engagement.

7. Limitations on Oral and Email Communication

- a. We may discuss with you our views regarding the accounting treatment of certain items or transactions that occur from time to time. We may also provide you with information regarding the accounting treatment of certain transaction in the body of an email. Any advice or information delivered orally or in the body of an

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email (as opposed to a memorandum or other written documentation of accounting advice delivered as an email attachment) are likely to be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts could affect our analysis and conclusions. Because of these limitations and the related risks, it may not be appropriate to proceed with any transaction or any financial statement or similar reporting solely on the basis of any oral or email communication. You accept all responsibility for any loss, cost or expense resulting from your decision to rely on an oral or email communication.

and you will be required to purchase your own license from a licensed reseller.

10. Work Product

- a. We will deliver to you the financial statements or other items expressly enumerated in and subject to the terms of an applicable SOW. All our work product and files will remain our property, and we retain all copyright and intellectual property rights with respect to our work product. We, in our sole discretion, may provide you with access to or copies of our files, provided that you agree to pay all costs associated with such access or copies.

8. Terms Regarding Return Preparation

- a. **Tax Returns and Reports.** You may be required to report certain foreign taxes and state and local taxes which are not related to income, such as VAT, sales, excise, property and employment taxes, as well as reporting other information to various state and federal regulatory agencies responsible for labor and employment, environmental and securities matters. We will prepare these tax returns and information reports (the "Returns") for those federal, state, local and foreign jurisdictions identified in an SOW. We will advise you if we believe, based on the information that you provide to us, that a Return should be filed in any other jurisdiction, but we will not prepare any such Return without your approval and modification of the SOW.
- b. **Responsibility for Accuracy.** If the scope of the Services as described in any SOW includes the preparation of any Return, we will exercise due professional care and judgment to include all required information in your Returns. Most federal, state and local jurisdictions provide that by signing your Returns, the Client is verifying that the Returns are true, correct and complete. Accordingly, you should review each Return carefully before signing it and bring any questionable items or omissions to our attention. The filing of a Return may not ensure compliance with the federal Corporate Transparency Act, and the beneficial ownership reporting requirements.

9. Licensing

- a. Clark Nuber will purchase and maintain the user licenses for all clients subscribing to its QuickBooks On-Line (QBOL) remote access service. We will manage proper licensing support from Intuit as well as upgrades to the platform. You agree to allow Clark Nuber to perform software upgrades, and you will be notified of such upgrades at least 30 days in advance. Should you elect to end your QBOL service, we will provide a copy of your data file

_____/s/

**EXHIBIT C:
TAXPAYER IDENTIFICATION NUMBER**

CITY OF NORTH BEND
920 SE Cedar Falls Way
North Bend, WA 98045
Phone: (425) 888-1211
FAX: (425) 831-6200

In order for you to receive reimbursement from the City of North Bend, we must have either a Taxpayer Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of North Bend before or along the submittal of the first billing voucher.

Please check the appropriate category:

Corporation Partnership Government Agency
 Individual/Sole Proprietor Other (please explain)
 Professional Service Corporation

TIN#: 91-1194016

SS#: _____ - _____ - _____

Print Name: Mitchell Hansen _____

Print Title: Shareholder _____

Business Name: Clark Nuber P.S. _____

Business Address: 10900 NE 4th St., Ste. 1400, Bellevue, WA 98104 _____

EXHIBIT D:
CITY OF NORTH BEND
IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

The City of North Bend developed this Identity Theft Prevention Program (“Program”) pursuant to the Federal Trade Commission’s Red Flags Rule (“Rule”), which implements Sections 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003. This Program was developed with the oversight and approval of the City’s Finance Director. After consideration of the size and complexity of the City’s operations and account systems, and the nature and scope of the City’s activities, the City Council determined that this Program was appropriate for the City, and therefore approved this Program by the adoption of Ordinance No.1351 on the 21 day of April, 2009.

II. PROGRAM PURPOSE AND DEFINITIONS

A. **Fulfilling Requirements of the Red Flags Rule.** Under the Red Flags Rule, every financial institution and creditor is required to establish an identity theft prevention program tailored to its size, complexity and the nature of its operation. The Program must contain reasonable policies and procedures to:

- Identify relevant red flags as defined in the Rule and this Program for new and existing covered accounts, and incorporate those red flags into the Program;
- Detect red flags that have been incorporated into the Program;
- Respond appropriately to any red flags that are detected to prevent and mitigate identity theft; and
- Update the Program periodically to reflect changes in risks to customers or to the safety and soundness of the City from identity theft.

B. **Red Flags Rule Definitions Used in this Program.** For the purposes of this Program, the following definitions apply:

“**Account**” means a continuing relationship established by a person with a creditor to obtain a product or service for personal, family, household or business purposes.

“**Covered account**” means:

1. Any account the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
2. Any other account the City offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City from identity theft.

“**Creditor**” has the same meaning as defined in Section 701 of the Equal Credit Opportunity Act, 15 U.S.C. 1691a, and includes a person or entity that arranges for the extension, renewal or continuation of credit, including the City.

“**Customer**” means a person or business entity that has a covered account with the City.

“**Financial institution**” means a state or national bank, a state or federal savings and loan association, a mutual savings bank, a state or federal credit union, or any other entity that holds a “transaction account” belonging to a customer.

“**Identifying information**” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including name, address, telephone number, social security number, date of birth, government passport number, employer or taxpayer identification number or unique electronic identification number.

“**Identity theft**” means fraud committed using the identifying information of another person.

“**Red flag**” means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

“**Service provider**” means a person or business entity that provides a service directly to the City relating to or in connection with a covered account.

III. IDENTIFICATION OF RED FLAGS

In order to identify relevant red flags, the City shall review and consider the types of covered accounts that it offers and maintains, the methods it provides to open covered accounts, the methods it provides to access its covered accounts, and its previous experiences with identity theft. The City identifies the following red flags, in each of the listed categories:

A. Notification and Warnings from Credit Reporting Agencies – Red Flags.

- Report of fraud accompanying a credit report;
- Notice or report from a credit agency of a credit freeze on a customer or applicant;
- Notice or report from a credit agency of an active duty alert for an applicant; and
- Indication from a credit report of activity that is inconsistent with a customer’s usual pattern or activity.

B. Suspicious Documents – Red Flags.

- Identification document or card that appears to be forged, altered or inauthentic;
- Identification document or card on which a person’s photograph or physical description is not consistent with the person presenting the document;
- Other document with information that is not consistent with existing customer information (such as a person’s signature on a check appears forged); and
- Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information – Red Flags.

- Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);
- Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a driver’s license);
- Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- Social security number presented that is the same as one given by another customer;
- An address or phone number presented that is the same as that of another person;

- Failing to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
- Identifying information which is not consistent with the information that is on file for the customer.

D. Suspicious Account Activity or Unusual Use of Account – Red Flags.

- Change of address for an account followed by a request to change the account holder’s name;
- Payments stop on an otherwise consistently up-to-date account;
- Account used in a way that is not consistent with prior use (such as very high activity);
- Mail sent to the account holder is repeatedly returned as undeliverable;
- Notice to the City that a customer is not receiving mail sent by the City;
- Notice to the City that an account has unauthorized activity;
- Breach in the City’s computer system security; and
- Unauthorized access to or use of customer account information.

E. Alerts from Others – Red Flag.

- Notice to the City from a customer, a victim of identity theft, a law enforcement authority or other person that it has opened or is maintaining a fraudulent account for a person engaged in identity theft.

IV. DETECTING RED FLAGS

A. New Accounts. In order to detect any of the red flags identified above associated with the opening of a **new account**, City personnel will take the following steps to obtain and verify the identity of the person opening the account:

- Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver’s license or other identification;
- Verify the customer’s identity (for instance, review a driver’s license or other identification card);
- Review documentation showing the existence of a business entity; and
- Independently contact the customer.

B. Existing Accounts. In order to detect any of the red flags identified above for an **existing account**, City personnel will take the following steps to monitor transactions with an account:

- Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
- Verify the validity of requests to change billing addresses; and
- Verify changes in banking information given for billing and payment purposes.

V. PREVENTING AND MITIGATING IDENTITY THEFT

In the event City personnel detect any identified red flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the red flag:

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;
- Contact the customer with the covered account;

- Change any passwords or other security codes and devices that permit access to a covered account;
- Not open a new covered account;
- Close an existing covered account;
- Reopen a covered account with a new number;
- Not attempt to collect payment on a covered account;
- Notify the Finance Director for determination of the appropriate step(s) to take;
- Notify law enforcement; or
- Determine that no response is warranted under the particular circumstances.

B. Protect Customer Identifying Information. In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City shall take the following steps with respect to its internal operating procedures to protect customer identifying information:

- Secure the City website but provide clear notice that the website is not secure;
- Undertake complete and secure destruction of paper documents and computer files containing customer information;
- Make office computers password protected and provide that computer screens lock after a set period of time;
- Keep offices clear of papers containing customer identifying information;
- Request only the last 4 digits of social security numbers (if any);
- Maintain computer virus protection up to date; and
- Require and keep only the kinds of customer information that are necessary for City purposes.

VI. PROGRAM ADMINISTRATION

A. Oversight. The Finance Director or other designated city employee at the level of senior management shall be responsible for developing, implementing, and updating the Program.

The Finance Director shall also be responsible for the Program administration, for appropriate training of City staff on the Program, for reviewing the annual staff report required under the Program, as well as any other staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances, and considering periodic changes to the Program.

B. Staff Training and Reports. City staff responsible for implementing the Program shall be trained either by or under the direction of the Finance Director in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Additionally, a compliance report shall be provided annually to the Finance Director. The annual compliance report shall at a minimum address the following:

1. The effectiveness of the City's policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
2. Service provider arrangements;
3. Significant incidents involving identity theft and the City's response; and
4. Recommendations for material changes to the Program.

C. Service Provider Arrangements. In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that

the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the Program and with all instructions and directives issued by the Finance Director relative to the Program; or
- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the service provider's identity theft prevention program and will take appropriate action to prevent and mitigate identity theft; and that the service providers agree to report promptly to the City in writing if the service provider in connection with a City covered account detects an incident of actual or attempted identity theft or is unable to resolve one or more red flags that the service provider detects in connection with a covered account.

D. Customer Identifying Information and Public Disclosure. The identifying information of City customers with covered accounts shall be kept confidential and shall be exempt from public disclosure to the maximum extent authorized by law, including RCW 42.56.230(4). The City Council also finds and determines that public disclosure of the City's specific practices to identify, detect, prevent, and mitigate identity theft may compromise the effectiveness of such practices and hereby direct that, under the Program, knowledge of such specific practices shall be limited to the Finance Director and those City employees and service providers who need to be aware of such practices for the purpose of preventing identity theft.

VII. PROGRAM UPDATES

The Program will be periodically reviewed and updated to reflect changes in risks to customers and to the safety and soundness of the City from identity theft. The Finance Director shall at least annually review the annual compliance report and consider the City's experiences with identity theft, changes in identity theft methods, changes in identity theft detection and prevention methods, changes in types of accounts the City maintains and changes in the City's business arrangements with other entities and service providers. After considering these factors, the Finance Director shall determine whether changes to the Program, including the listing of red flags, are warranted. If warranted, the Finance Director shall present the recommended changes to the City Council for review and approval.



City Council Agenda Bill

SUBJECT:	Agenda Date: August 20, 2024	AB24-082
Resolution Accepting Bids and Awarding Construction Contract for the 2024 RRFB Project to Transportation Systems, Inc.	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
Cost Impact: \$298,485 NTE	Public Works – Mark Rigos, P.E.	X
Fund Source: Capital Sidewalk Repair Funds		
Timeline: Immediate		
Attachments: Resolution, Bid Tabulation		
<p>SUMMARY STATEMENT:</p> <p>During the Fall of 2023, the City of North Bend (“City”) Transportation and Public Works Committee requested City Staff evaluate the pedestrian crossings at three locations:</p> <ul style="list-style-type: none"> • Intersection of Snoqualmie Valley Trail and Ballarat Avenue NE • Intersection of Snoqualmie Valley Trail and Mt Si Road • North Bend Way Crossing at Orchard Drive <p>After reviewing the existing pedestrian safety conditions at these locations, City staff concluded it was in the City’s best interest to construct improved crossings at these locations. This work is being done in the interest of improving public safety and quality of life for residents.</p> <p>City staff selected PH Consulting to provide engineering design services in March of 2024 to install RRFB’s (Rectangular Rapid Flashing Beacons) at these three locations for each direction of traffic. Engineering design was completed in June 2024 and City staff subsequently advertised these projects for construction bids. Construction will consist of grading, ADA ramp installations, RRFB installations, signage, pavement markings, and traffic control.</p> <p>Bids were due by 11:00 p.m., Wednesday July 17th and three (3) bids were received. Bid results are attached and ranged from \$298,485 to \$347,605. The engineer’s estimate was \$272,795. The low bid came from Transportation Systems, Inc in the amount of \$298,485 including all applicable taxes. This project is funded with Capital Sidewalk Repair funds.</p> <p>City staff have conducted the appropriate background checks on Transportation Systems, Inc and recommend the award of this contract to Transportation Systems, Inc.</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 July 23, 2024 meeting and recommended approval and placement on the Main Agenda.</p>		
<p>RECOMMENDED ACTION: MOTION to approve AB24-082, a resolution accepting bids and awarding the construction contract for the 2024 RRFB Project to Transportation Systems, Inc.</p>		

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 20, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE 2024 RECTANGULAR RAPID FLASHING BEACONS (RRFB) PROJECT

WHEREAS, during the Fall of 2023, the City of North Bend's Transportation and Public Works Committee requested City Staff evaluate the pedestrian crossings at the following locations: Intersection of Snoqualmie Valley Trail and Ballarat Avenue NE; North Bend Way East Crossing at Orchard Drive; and Intersection of Snoqualmie Valley Trail and Mt Si Road; and

WHEREAS, after reviewing the conditions at these locations, City staff believe it's in the City's best interests to construct improved crossings at these locations. This work is being done in the interests of public safety and quality of life for residents; and

WHEREAS, work shall include, but is not limited to grading, ADA ramp installations, RRFB installations, signage, pavement markings, and traffic control; and

WHEREAS, the project is funded by Capital sidewalk repair funds; and

WHEREAS, bid documents were advertised and posted on Builders Exchange of Washington as required and the City accepted bids up until Wednesday July 17th, 2024 at 11:00 a.m.; and

WHEREAS, the City received bids from three (3) contractors with the lowest bid coming from Transportation Systems, Inc in the amount of \$298,485, including all applicable taxes;

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

Section 1. The construction bids for the 2024 RRFB Project are accepted.

Section 2. The construction contract for the 2024 RRFB Project is awarded to Transportation Systems, Inc, in the amount of \$298,485, including all applicable taxes, on a form to be approved by the City Attorney.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF AUGUST, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

City of North Bend
 2024 RRFEB Project
 BID OPENING TIME: July 17, 2024 11:00 AM
 PROJECT ENGINEER: Mike Mayen, PE
 CONSULTING ENGINEER: PH Consulting

Prepared By: Mike Mayen
 Checked By: Carrie Smith

Site 1: SVT & Ballarat Avenue										1			2			3		
Item No.	SCHEDULE OF BID ITEMS	Quantity	Units	Engineer's Estimate			Average of All Bids			Transportation Systems Inc			Road Construction Northwest Inc			Westwater Construction Co.		
				Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	
1	Minor Changes (SP 1-04.4(1))	1	CALC	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
2	Roadway Surveying (SP 1-05.4)	1	LS	\$2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,200.00	\$ 2,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	
3	Record Drawings (min \$500) (SP 1-05.18)	1	LS	\$500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 1,250.00	\$ 1,250.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
4	SPCC Plan (SS 1-07.15(1))	1	LS	\$500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 290.00	\$ 290.00	\$ 290.00	\$ 290.00	\$ 290.00	\$ 290.00	\$ 1,000.00	
5	Mobilization, Cleanup, and Demobilization (SP 1-08.7)	1	LS	\$9,400.00	\$ 9,400.00	\$ 13,146.67	\$ 13,146.67	\$ 13,146.67	\$ 14,440.00	\$ 14,440.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	
6	Project Temporary Traffic Control (SP 1-10.4(1))	1	LS	\$4,500.00	\$ 4,500.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 19,000.00	\$ 19,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
7	Cleaning and Grubbing (SP 2-01.5)	1	LS	\$2,000.00	\$ 2,000.00	\$ 666.67	\$ 666.67	\$ 666.67	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
8	Sawcutting (SP 2-02.5)	167	LF	\$5.00	\$ 835.00	\$ 10.33	\$ 1,725.67	\$ 1,725.67	\$ 1,000.00	\$ 1,000.00	\$ 1,837.00	\$ 1,837.00	\$ 1,837.00	\$ 1,837.00	\$ 1,837.00	\$ 1,837.00	\$ 1,837.00	
9	Removal of Structures and Obstructions (SP 2-02.5)	1	LS	\$1,000.00	\$ 1,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
10	Crushed Surfacing Top Course (SS 4-04.5)	39	TON	\$50.00	\$ 1,950.00	\$ 148.00	\$ 5,772.00	\$ 5,772.00	\$ 75.00	\$ 75.00	\$ 2,925.00	\$ 2,925.00	\$ 2,925.00	\$ 2,925.00	\$ 4,641.00	\$ 4,641.00	\$ 9,750.00	
11	HMA Overlay Cl. 1/2 in PG 64-22 (SP 5-04.4)	4	TON	\$350.00	\$ 1,400.00	\$ 760.00	\$ 3,040.00	\$ 3,040.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,120.00	\$ 3,120.00	\$ 4,000.00	
12	Property Restoration (SP 8-02.5)	1	LS	\$2,000.00	\$ 2,000.00	\$ 983.33	\$ 983.33	\$ 983.33	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
13	Cement Conc. Curb and Gutter (SP 8-04.5)	94	LF	\$60.00	\$ 5,640.00	\$ 105.00	\$ 9,870.00	\$ 9,870.00	\$ 55.00	\$ 55.00	\$ 10,340.00	\$ 10,340.00	\$ 10,340.00	\$ 10,340.00	\$ 14,100.00	\$ 14,100.00	\$ 14,100.00	
14	Cement Conc. Sidewalk (SP 8-14.5)	91	SY	\$100.00	\$ 9,100.00	\$ 155.00	\$ 14,105.00	\$ 14,105.00	\$ 75.00	\$ 75.00	\$ 8,825.00	\$ 8,825.00	\$ 8,825.00	\$ 8,825.00	\$ 12,740.00	\$ 12,740.00	\$ 22,750.00	
15	Cement Conc. Curb Ramp Type Perpendicular (SS 8-14.5)	2	EA	\$4,000.00	\$ 8,000.00	\$ 4,465.67	\$ 8,933.33	\$ 8,933.33	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	
16	Solar RRFEB System (Ballarat), Complete (SP 8-20.5)	1	LS	\$41,000.00	\$ 41,000.00	\$ 39,166.67	\$ 39,166.67	\$ 39,166.67	\$ 38,000.00	\$ 38,000.00	\$ 44,500.00	\$ 44,500.00	\$ 44,500.00	\$ 44,500.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	
17	Permanent Signage (SS 8-21.4)	1	LS	\$7,600.00	\$ 7,600.00	\$ 4,966.67	\$ 4,966.67	\$ 4,966.67	\$ 5,900.00	\$ 5,900.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
18	Paint Line (SP 8-22.4)	144	LF	\$5.00	\$ 720.00	\$ 11.33	\$ 1,632.00	\$ 1,632.00	\$ 15.00	\$ 15.00	\$ 2,160.00	\$ 2,160.00	\$ 2,160.00	\$ 2,160.00	\$ 9.00	\$ 9.00	\$ 1,000.00	
19	Plastic Stop Line (SP 8-22.4)	23	LF	\$20.00	\$ 460.00	\$ 298.67	\$ 6,869.33	\$ 6,869.33	\$ 750.00	\$ 750.00	\$ 1,725.00	\$ 1,725.00	\$ 1,725.00	\$ 1,725.00	\$ 1,633.00	\$ 1,633.00	\$ 1,633.00	
20	Removing Pavement Marking (SP 8-22.5)	1	LS	\$2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
				Bid Total	\$ 102,605.00		\$ 148,177.33		\$ 127,790.00		\$ 152,307.00		\$ 164,466.00		\$ 164,466.00		\$ 164,466.00	

Site 2: Orchard Drive @ North Bend Way										1			2			3		
Item No.	SCHEDULE OF BID ITEMS	Quantity	Units	Engineer's Estimate			Average of All Bids			Transportation Systems Inc			Road Construction Northwest Inc			Westwater Construction Co.		
				Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	
1	Minor Changes (SP 1-04.4(1))	1	CALC	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
2	Roadway Surveying (SP 1-05.4)	1	LS	\$2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,200.00	\$ 2,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	
3	Record Drawings (min \$500) (SP 1-05.18)	1	LS	\$500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 1,250.00	\$ 1,250.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
4	SPCC Plan (SS 1-07.15(1))	1	LS	\$500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 290.00	\$ 290.00	\$ 290.00	\$ 290.00	\$ 290.00	\$ 290.00	\$ 1,000.00	
5	Mobilization, Cleanup, and Demobilization (SP 1-08.7)	1	LS	\$9,300.00	\$ 9,300.00	\$ 13,146.67	\$ 13,146.67	\$ 13,146.67	\$ 14,440.00	\$ 14,440.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	
6	Project Temporary Traffic Control (SP 1-10.4(1))	1	LS	\$4,400.00	\$ 4,400.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 19,000.00	\$ 19,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
7	Cleaning and Grubbing (SP 2-01.5)	1	LS	\$500.00	\$ 500.00	\$ 666.67	\$ 666.67	\$ 666.67	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
8	Sawcutting (SP 2-02.5)	132	LF	\$5.00	\$ 660.00	\$ 10.33	\$ 1,364.00	\$ 1,364.00	\$ 1,000.00	\$ 1,000.00	\$ 1,452.00	\$ 1,452.00	\$ 1,452.00	\$ 1,452.00	\$ 1,452.00	\$ 1,452.00	\$ 1,452.00	
9	Removal of Structures and Obstructions (SP 2-02.5)	1	LS	\$2,000.00	\$ 2,000.00	\$ 2,316.67	\$ 2,316.67	\$ 2,316.67	\$ 2,000.00	\$ 2,000.00	\$ 2,450.00	\$ 2,450.00	\$ 2,450.00	\$ 2,450.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
10	Crushed Surfacing Top Course (SS 4-04.5)	11	TON	\$50.00	\$ 550.00	\$ 189.67	\$ 2,086.33	\$ 2,086.33	\$ 200.00	\$ 200.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
11	HMA Overlay Cl. 1/2 in PG 64-22 (SP 5-04.4)	3	TON	\$350.00	\$ 1,050.00	\$ 860.00	\$ 2,580.00	\$ 2,580.00	\$ 800.00	\$ 800.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 3,400.00	\$ 3,400.00	\$ 3,400.00	
12	Property Restoration (SP 8-02.5)	1	LS	\$1,000.00	\$ 1,000.00	\$ 941.67	\$ 941.67	\$ 941.67	\$ 875.00	\$ 875.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
13	Cement Conc. Curb and Gutter (SP 8-04.5)	15	LF	\$60.00	\$ 900.00	\$ 136.67	\$ 2,050.00	\$ 2,050.00	\$ 150.00	\$ 150.00	\$ 1,690.00	\$ 1,690.00	\$ 1,690.00	\$ 1,690.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	
14	Cement Conc. Sidewalk (SP 8-14.5)	12	SY	\$100.00	\$ 1,200.00	\$ 188.33	\$ 2,260.00	\$ 2,260.00	\$ 175.00	\$ 175.00	\$ 1,690.00	\$ 1,690.00	\$ 1,690.00	\$ 1,690.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
15	Cement Conc. Curb Ramp Type Perpendicular (SS 8-14.5)	1	EA	\$4,000.00	\$ 4,000.00	\$ 4,466.67	\$ 4,466.67	\$ 4,466.67	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
16	Solar RRFEB System (Orchard), Complete (SP 8-20.5)	1	LS	\$16,000.00	\$ 16,000.00	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00	\$ 46,000.00	\$ 46,000.00	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	
17	Permanent Signage (SS 8-21.4)	88	SF	\$12.00	\$ 1,056.00	\$ 14.17	\$ 1,248.67	\$ 1,248.67	\$ 6,750.00	\$ 6,750.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
18	Plastic Crosswalk Line (SS 8-22.4)	28	LF	\$20.00	\$ 560.00	\$ 52.00	\$ 1,456.00	\$ 1,456.00	\$ 15.00	\$ 15.00	\$ 1,988.00	\$ 1,988.00	\$ 1,988.00	\$ 1,988.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	
19	Plastic Stop Line (SP 8-22.4)	1	LS	\$2,000.00	\$ 2,000.00	\$ 1,333.33	\$ 1,333.33	\$ 1,333.33	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
20	Removing Pavement Marking (SP 8-22.5)	1	LS	\$101,376.00	\$ 101,376.00	\$ 100,751.33	\$ 100,751.33	\$ 100,751.33	\$ 95,245.00	\$ 95,245.00	\$ 103,909.00	\$ 103,909.00	\$ 103,909.00	\$ 103,909.00	\$ 103,909.00	\$ 103,909.00	\$ 103,909.00	

Site 3: SYT & Mt Si Road										1			2			3		
SCHEDULE OF BID ITEMS										Transportation Systems Inc			Road Construction Northwest Inc			Westwater Construction Co.		
Item No.	Quantity	Units	Engineer's Estimate	Average of All Bids		Engineer's Estimate		Average of All Bids		Transportation Systems Inc		Road Construction Northwest Inc		Westwater Construction Co.				
			Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount			
1	1	CHLC	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00			
2	1	LS	\$ 2,000.00	\$2,000.00	\$ 2,800.00	\$2,800.00	\$ 2,800.00	\$2,800.00	\$ 2,800.00	\$2,200.00	\$ 2,200.00	\$4,200.00	\$ 4,200.00	\$2,000.00	\$ 2,000.00			
3	1	LS	\$500.00	\$500.00	\$625.00	\$625.00	\$625.00	\$625.00	\$625.00	\$875.00	\$875.00	\$500.00	\$500.00	\$500.00	\$500.00			
4	1	LS	\$500.00	\$500.00	\$708.33	\$708.33	\$708.33	\$708.33	\$708.33	\$875.00	\$875.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00			
5	1	LS	\$6,300.00	\$6,300.00	\$7,033.33	\$7,033.33	\$7,033.33	\$7,033.33	\$7,033.33	\$6,600.00	\$6,600.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00			
6	1	LS	\$3,000.00	\$3,000.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$10,000.00	\$10,000.00	\$18,500.00	\$18,500.00	\$15,000.00	\$15,000.00			
7	1	LS	\$2,000.00	\$2,000.00	\$650.00	\$650.00	\$650.00	\$650.00	\$650.00	\$1,000.00	\$1,000.00	\$450.00	\$450.00	\$500.00	\$500.00			
9	1	LS	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$3,000.00	\$3,000.00			
10	7	TON	\$50.00	\$50.00	\$172.67	\$172.67	\$172.67	\$172.67	\$172.67	\$150.00	\$150.00	\$115.00	\$115.00	\$250.00	\$1,750.00			
12	1	LS	\$2,000.00	\$2,000.00	\$983.33	\$983.33	\$983.33	\$983.33	\$983.33	\$1,000.00	\$1,000.00	\$450.00	\$450.00	\$1,500.00	\$1,500.00			
14	23	SY	\$100.00	\$100.00	\$213.33	\$213.33	\$213.33	\$213.33	\$213.33	\$250.00	\$250.00	\$140.00	\$140.00	\$250.00	\$5,750.00			
16	1	LS	\$35,000.00	\$35,000.00	\$32,200.00	\$32,200.00	\$32,200.00	\$32,200.00	\$32,200.00	\$35,000.00	\$35,000.00	\$31,600.00	\$31,600.00	\$30,000.00	\$30,000.00			
13	1	LS	\$8,200.00	\$8,200.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00			
14	102	SF	\$12.00	\$12.00	\$14.17	\$14.17	\$14.17	\$14.17	\$14.17	\$10.20	\$10.20	\$17.50	\$17.50	\$15.00	\$1,530.00			
15	22	LF	\$20.00	\$20.00	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$15.00	\$15.00	\$71.00	\$71.00	\$70.00	\$1,540.00			
16	1	LS	\$2,000.00	\$2,000.00	\$1,416.67	\$1,416.67	\$1,416.67	\$1,416.67	\$1,416.67	\$750.00	\$750.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00			
			Bid Total		\$ 68,814.00		\$ 78,221.00		\$ 78,221.00		\$ 75,450.00		\$ 79,143.00		\$ 80,070.00			
			Bid Total		\$ 272,795.00	Average Bid Total		\$ 327,149.67	Bid Total		\$ 298,485.00	Bid Total		\$ 335,359.00	Bid Total		\$ 347,605.00	
Combined Total Construction Cost of All 3 Sites																		