



## **REGULAR MEETING AND PUBLIC HEARING OF THE NORTH BEND PLANNING COMMISSION**

**Thursday, July 23, 2020, 7:00-9:00 PM  
Online Meeting**

### **AGENDA**

- 1) 7:00 Call to order and roll call**
- 2) 7:01 Opportunity for public comment (3 minutes per person)**
- 3) 7:04 Approval of Agenda (no items this meeting for Consent Agenda)**
- 4) 7:04 Approval of Minutes of June 25, 2020 Planning Commission Meeting**
- 5) 7:05 Development Agreement – Tollgate Farmstead Improvements at Tollgate Farm Park**
  - a) Staff Introduction**
  - b) Public Hearing**
  - c) Planning Commission deliberation**
- 6) Adjournment by 9:00 unless otherwise approved by Commission**

#### **Upcoming Agenda Items for August 13 meeting:**

- PC Recommendation - DA for Tollgate Farmstead Improvements (Mike)
- Intro – DA for Marijuana Retail (Mike)

Agenda & Package distribution by hard copy: Planning Commission, City Hall Front Desk, CED Front Desk, and staff with agenda items

Agenda & Package distribution by e-mail: Mayor, Council, Planning Commission, Administrator, City Clerk, City Attorney.

Agenda and packet are also available to the general public from Notify Me via the City's website.



## **GUIDELINES FOR CITIZEN PARTICIPATION**

### **At Planning Commission Meetings**

**Citizen Participation and Contribution.** Citizens are welcome and encouraged to attend all Planning Commission meetings and are encouraged to participate and contribute to the deliberations of the Commission. Recognition of a speaker by the Planning Commission Chair is a prerequisite to speaking and is necessary for an orderly and effective meeting. It will be expected that all speakers will deliver their comments in a courteous and efficient manner. At anytime during the meeting anyone making out-of-order comments or acting in an unruly manner will be subject to removal from the meeting.

**Right to Speak at Public Hearing.** Any person has the right to speak at any Public Hearing on the item on the agenda after the staff report and any clarifying questions of the Planning Commission, but before the Planning Commission has discussed the item and action is taken. Speakers are requested to supply their contact information requested on the sign-in sheet to assist the Clerk with the Minutes.

**Manner of Addressing Planning Commission.** Each person desiring to address the Planning Commission shall stand, state his/her name and address for the record, and unless further time is granted by a majority of the Planning Commission, must limit his/her remarks to three (3) minutes. All remarks shall be addressed to the Chair of the Planning Commission and not to any member individually. All speakers shall be courteous and shall not engage in, discuss or comment on personalities or indulge in derogatory remarks or insinuations.

**Spokesperson for Group of Persons.** In order to expedite matters and to avoid repetitious presentations, delay or interruption of the orderly business of the Planning Commission, whenever any group of persons wishes to address the Planning Commission on the same subject matter, it shall be proper for the Chair of the Planning Commission to request that a spokesperson be chosen by the group to address the Planning Commission.

**Items Not on the Agenda (Citizen's Comments).** The Chair of the Planning Commission will provide an opportunity for Citizens to speak on any subject that is not part of the Planning Commission Agenda for that night's meeting. Each person desiring to address an item that is not on the Planning Commission Agenda shall stand, state his/her name and address for the record, state the subject he/she wishes to discuss, if he/she is representing a group or organization the name should be stated, and unless further time is granted by a majority of the Planning Commission, must limit his/her remarks to three (3) minutes. Speakers are requested to supply the contact information requested on the sign-in sheet to assist the Clerk with the Minutes.

**NORTH BEND PLANNING COMMISSION**  
**- ACTION MEETING MINUTES -**  
Thursday, June 25, 2020 at 7:00 PM  
North Bend City Hall,  
920 SE Cedar Falls Way, North Bend, WA 98045  
- Online Meeting -

*Please Note: A complete audio recording of this meeting is available on the City of North Bend website, [www.northbendwa.gov](http://www.northbendwa.gov), under: Government - Boards & Commissions - Planning Commission - Meeting Audio*

**CALL TO ORDER**

The meeting was called to order at 7:00 PM.

**ROLL CALL**

Planning Commissioners present: Judy Bilanko, James Boevers, Heather Bush, Suzan Torguson, and Gary Towe (Chair). Commissioner Moe and Commissioner Greenberg were unable to attend and have been excused from tonight's meeting. City Staff Present: Jamie Burrell, Senior Planner; Jesse Reynolds, Senior Long Range Planner; and Christina Wollman, Floodplain Management Coordinator

**AGENDA ITEM #2: Opportunity for Public Comment**

Chair Towe asked if anyone in attendance would like to comment on any subject. No one so spoke.

**AGENDA ITEM #3: Approval of Agenda and Consent Agenda**

**a) Consent Agenda: Amendments to NBMC 18.16 Parking Regulation**

The Agenda and the Consent Agenda for tonight's meeting were Approved.

**AGENDA ITEM #4: Approval June 11, 2020 Planning Commission Meeting Minutes**

The Minutes for the June 11, 2020 meeting were Approved.

**AGENDA ITEM #5: Public Hearing – Amendments to NBMC 14.12 Floodplain Management Regulations (Jesse Reynolds) Plus 14.05.040 Definitions**

Jesse Reynolds gave a summary of the proposed amendments.

At 7:10 PM, Chair Towe Opened the Public Hearing. No person provided any comment.

At 7:11 PM, Chair Towe Closed the Public Hearing.

There was discussion and deliberation between the Commissioners and city staff, including questions posed and answered.

Commissioner Bush made a Motion to Approve the Amendments to NBMC 14.12 and 14.05. Commissioner Torguson seconded the Motion. The Motion was Approved (5-0).

**AGENDA ITEM #6: Amendments to NBMC 18.10.030 to Not Allow Upper Floor Dwelling Units Within the Urban Separator Overlay District**

At 7:34 PM, Chair Towe Opened the Public Hearing. No person provided any comment.

At 7:36 PM, Chair Towe Closed the Public Hearing.

There was discussion between the Commissioners and Jamie Burrell on the proposed amendments to NBMC 18.10.030, including questions posed and answered.

City of North Bend Planning Commission Minutes – June 25, 2020

Chair Towe made a Motion to Approve the Amendments to NBMC 18.10.030. Commissioner Torguson seconded the Motion. The Motion was Approved (5-0).

**AGENDA ITEM #7: Adjournment**

The meeting was adjourned at 7:52 PM.

**NEXT PLANNING COMMISSION MEETING:**

The next Planning Commission meeting will be July 24, 2020 and will be held online.

ATTEST:

\_\_\_\_\_  
Gary Towe, Chair

\_\_\_\_\_  
Jamie Burrell, City of North Bend



## **Staff Report and Planning Commission Recommendation Tollgate Farmstead Improvements Development Agreement**

**Date:** July 14, 2020

**Proponent:** Si View Metropolitan Park District

### **I. Summary of Proposed Project and Development Agreement:**

The Si View Metropolitan Park District, and its permitting and engineering consultant, the Berger Partnership, are preparing to submit application for the proposed Farmstead Improvements at Tollgate Farm Park. These will include a reconstructed barn, agricultural wash station (to accompany future planned small-scale agricultural activities at the property), and a new parking lot at the Tollgate Farmhouse. These improvements are funded by the Si View Bond, and are shown on the site plan attached with the draft Development Agreement.

The City's development regulations require two right-of-way improvements that may not be necessary in the context of the proposal (undergrounding overhead utility lines and conventional street frontage improvements), and the City is therefore providing a draft Development Agreement (DA) for consideration by the Planning Commission, public, and City Council, to allow exemption from these requirements.

The purpose of DAs is clarified under 18.27.020, and in summary, allows for establishing standards and requirements for a specific project that may differ from portions of the City's development regulations, subject to approval by the City Council. The deviations from standards requested through the DA are further described below, and the draft DA is attached.

### **A. Undergrounding Overhead Utilities**

NBMC 19.06.060 requires that existing overhead utilities along the property frontage be undergrounded. There are overhead utilities on Bendigo Boulevard and 8<sup>th</sup> Street, as shown on the photos below.



Overhead lines on NE 8<sup>th</sup> Street



Overhead lines on Bendigo Boulevard N.

Given the more rural context of the park, extensive amount of street frontage along both Bendigo Boulevard and 8<sup>th</sup> Street, and significant number of existing overhead utility lines, City staff believe it would be in the public interest to not require undergrounding these lines, which would be highly costly relative to the amount of improvements being proposed to the park, and which don't conflict with its more rural context as a "farm" park. This deviation from the standard could be considered through a DA, subject to consideration by the Planning Commission and City Council through the public process, including a public hearing.

#### **B. Street Frontage Improvements**

Per section 4.01 of the Public Works Standards, Street improvements are required for all new construction when the existing street is not improved to current city standards. Consistent with the Tollgate Farm Master Plan for the park as a whole, the existing gravel pathways at the perimeter of the site serve in place of sidewalks for the street frontage along North Bend Way and Bendigo Boulevard.

The site also borders NW 8<sup>th</sup> Street, which is not constructed to current street standards. Given the more rural context of NW 8<sup>th</sup> Street and lack of a pedestrian entrance off 8<sup>th</sup> Street to Tollgate Farm Park (separated for most of this stretch by Ribary Creek), there is not much need for pedestrian improvements on the north side of NW 8<sup>th</sup> street bordering the park.

Staff believe it would be in the public interest to not require conventional sidewalk, curb, gutter and planters strip along the NW 8<sup>th</sup> Street frontage, which like the utility lines, would be highly costly relative to the amount of improvements being proposed at the park. Staff recommend instead constructing an improved shoulder along this stretch, which could be considered through a DA.

Likewise, pedestrian frontage improvements along Bendigo Boulevard between 8<sup>th</sup> Street and the vehicle entrance to the site are largely not possible, as the bridge over Ribary Creek fronting the site does not have sidewalks or even a shoulder on the south side, and cannot be easily modified to provide such improvements without major alteration of the bridge, which is owned and maintained by the Washington State Department of Transportation. As alteration of this bridge and reconstruction of its approaches would be highly costly (far exceeding the cost of the proposed park improvements), staff recommend not requiring street frontage improvements at this location through the DA. Pedestrian access from downtown to the site is available on the north side of Bendigo Boulevard, connecting back under the Ribary Creek Bridge.

#### **II. Community and Economic Development (CED) Council Committee Review**

The CED Council Committee reviewed the elements described above proposed for a Development Agreement at their May 19, 2020 meeting and recommended that a draft DA be taken to the Planning Commission for their review and recommendation to the City Council following their consideration of public comment at a public hearing, as required per NBMC 18.27.025.

#### **III. Consistency with North Bend Municipal Code (NBMC) Chapter 18.27, Development Agreements**

As stated in Chapter 18.27.020, the purposes for development agreements include creating certainty to applicants, consolidating numerous issues involved in complex development projects into a single controlling instrument, maximize efficient use of resources at the least economic cost to the public, and to

strengthen the public planning process. The proposed DA, including this process for review and public hearing before the Planning Commission, achieves those purposes, and specifically addresses the stated purpose of *maximizing efficient use of resources at the least economic cost to the public*.

The Applicant has met the requirements of the NBMC and application requirements for a development agreement detailed in NBMC 18.27.030. The only deviations from the code are those detailed in the DA, relating specifically to not undergrounding existing overhead utility lines, and alternative street frontage improvements. The form of the proposed DA has been reviewed by the City Attorney consistent with NBMC 18.27.060. The applicant and proposed DA have satisfied the applicable conditions of approval outlined in NBMC 18.27.070 for development agreements.

#### **IV. Consistency with the North Bend Comprehensive Plan**

Pursuant to NBMC 18.27.020(C), a Development Agreement should further the objectives of the Comprehensive Plan. The Tollgate Farmstead Improvements project is specifically described on the City's 20-year Parks Capital Facilities Program (p. 23 of the Parks Element) and listed on the 6-year Parks Capital Facilities Plan (p. 28 of the Parks Element.) Additionally, the Tollgate Farm Master Plan anticipates development of a farmstead area beside the historic Tollgate Farmhouse, which this proposal is implementing. Below are some of the specific policies found in the Comprehensive Plan that directly relate to this project:

**Parks Element Policy 1.4** states, "Ensure the historic, ecological, social, agricultural, and recreational values of Tollgate Farm and Meadowbrook Farm are appropriately protected and enhanced through the implementation of the plans developed for these parks."

**Parks Element Policy 3.4** states, "Coordinate with the Si View Metropolitan Park District, sports organizations, and other recreation providers to maximize efficiency in the management of park and open space resources and provision of recreation opportunities."

The proposed DA supports the Comprehensive Plan and the above policies by enabling the proposal to be constructed. Without the deviations supported by the proposed DA, the project would not be financially viable and might not happen, as the available project budget (funded through the 2018 Si View Bond) would be consumed by the large cost for the frontage and utility improvements, rather than available for the park improvements themselves. In support of the proposal's implementation of the Comprehensive Plan and Tollgate Farm Master Plan, staff recommend approval of the DA.

#### **V. Planning Commission Review Findings:**

1. Summary of Planning Commission discussion and any findings to be provided following Planning Commission review (TO BE COMPLETED FOLLOWING PLANNING COMMISSION REVIEW).

#### **VI. Summary Findings:**

1. Pursuant to Chapter 18.27.025 A, a public hearing notice for the July 23, 2020 Public Hearing was published and mailed to properties within 300 feet, relevant agencies, and parties of record consistent with RCW 36.70B.200 and City Code Chapter 20.03.
2. The Planning Commission reviewed the Development Agreement on July 23 and August 13, 2020 and held a Public Hearing on the proposed matter on July 23, 2020. Individuals provided testimony at the public hearing, the recording of which is available on the City's website. (SUMMARY OF COMMENTS TO BE COMPLETED FOLLOWING THE PUBLIC HEARING)

3. The proposed DA is consistent with the intent and purpose of Chapter 18.27, Development Agreements, and the North Bend Comprehensive Plan.
4. The proposed DA is consistent with state law on development agreements per RCW 36.70B.170 through 36.70B.210, and has been approved in form by the City Attorney.

**VII. Requested Planning Commission Analysis:**

The Planning Commission should evaluate the draft DA together with the information provided in this staff report against public comment received at the hearing, and determine whether to recommend that the City Council approve the DA. The Planning Commission should consider whether, on balance, the DA is in the best interest of the City of North Bend, resulting in a net benefit to the community.

**VIII. Staff Recommendation:**

Approving a Development Agreement for the Tollgate Farmstead Improvements project will provide a net benefit to the City by enabling the project to be constructed within the available budget. Withstanding consideration of public comment to be received at the hearing, staff recommends approval of the Development Agreement.

\_\_\_\_\_  
Mike McCarty, Senior Planner

\_\_\_\_\_  
Date

**IX. Planning Commission Recommendation**

Following consideration of the staff report, draft Development Agreement, and public comment received at the public hearing, the Planning Commission recommends that the City Council approve the Development Agreement.

\_\_\_\_\_  
Planning Commission Chair

\_\_\_\_\_  
Date

**Attachments:**

1. Draft Development Agreement
2. Written comments received (if received – none have been received as of the date of sending the July 23, 2020 Planning Commission Packet)



**DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF NORTH BEND  
AND SI VIEW METROPOLITAN PARK  
DISTRICT FOR THE TOLLGATE  
FARMSTEAD IMPROVEMENTS**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of 2020, by and between the City of North Bend, a municipal corporation of the State of Washington (the “City”) and the Si View Metropolitan Park District, a Washington metropolitan park district (“the District”), jointly, (the “Parties”).

**WHEREAS**, District manages Tollgate Farm Park for the City of North Bend under an Interlocal Agreement for the Development, Maintenance, Scheduling and Operation of Tollgate Farm Park approved pursuant to North Bend City Council Resolution 1448; and

**WHEREAS**, District has proposed to construct improvements to Tollgate Farm Park consisting of a new barn, parking area located off Bendigo Boulevard N., agricultural wash station, and other associated improvements (the “Project”); and

**WHEREAS**, this form of development is consistent with North Bend’s Comprehensive Plan goals and policies for this area; and

**WHEREAS**, a development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use and mitigation of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

**WHEREAS**, a development agreement must be consistent with the applicable development regulations adopted by local government planning under RCW Chapter 36.70A; and

**WHEREAS**, a development agreement must be approved by ordinance or resolution after a public hearing pursuant to RCW 36.70B.200; and

**WHEREAS**, on \_\_\_\_\_, a Determination of Non-Significance (“DNS”) was issued for this Agreement and the Project described herein; and

**WHEREAS**, on (date of adoption), the City Council passed Resolution No. ....., approving and authorizing the Mayor to enter into this Agreement on behalf of the City;

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

**1. The Project Site.** The Project Site consists of King County tax parcel 0423089014, located within Tollgate Farm Park in the City of North Bend. The Project Site includes the existing Tollgate Farmhouse at 901 Bendigo Boulevard N. The remainder of the Project Site contains gravel pathways, an existing gravel driveway, trees, shrubs or grass and gravel or dirt drive areas. The site is legally described in the attached **Exhibit A**.

**2. The Project.** The Project is the construction of the Tollgate Farmstead improvements, consisting of a new barn, parking area located off Bendigo Boulevard N., agricultural wash station, and other associated improvements located on the Project Site as more fully identified and described on the Draft Site Plan included as Exhibit B.

**3. Exhibits.** The following exhibits, attached hereto, are incorporated herein and made part of this Agreement by this reference:

A. Exhibit A: Project Site – Legal Description;

B. Exhibit B: Draft Site Plan

**4. Effective Date and Duration.** This Agreement shall commence upon the effective date of the City Council resolution approving this Agreement (the “Effective Date”), and shall continue in force for a period of ten (10) years (the “Initial Term”) unless extended or terminated as provided herein. Following the expiration of the Initial Term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Parties.

**5. Planning and Development.**

A. Vested Development Standards. Except as otherwise specifically provided in this Agreement, the Project shall be completed in accordance with and District shall be vested to all development and design standards of the North Bend Municipal Code, and all applicable environmental, building, and construction codes, and regulations contained therein, in effect at the time of submittal of a complete permit application.

B. Undergrounding of overhead utility lines – Not required. Due to the more rural context of Tollgate Farm Park with its associated agricultural uses, and the extensive amount of overhead utilities along the frontage of the Project Site, for which the cost of undergrounding would be excessive relative to the cost of the remainder of the Project, the City finds that undergrounding of the overhead utility lines along rights-of-way fronting to the Project Site is not in the best interest of the public and shall not be required for the Project.

C. Street Frontage Improvements to Bendigo Boulevard N. Due to the presence of the existing State Route 202 Bridge over Ribary Creek along the street frontage of the Project Site to Bendigo Boulevard N., and inability to add a shoulder and sidewalk thereto without reconstruction of this bridge, the cost of which would far exceed the cost of the Project, the City will not require

street frontage improvements to the south side of Bendigo Boulevard N. and finds that pedestrian access to Tollgate Farm Park is available on the north side of Bendigo Boulevard N., crossing over, and back under the Ribary Creek Bridge via an existing pedestrian pathway.

D. **Street Frontage Improvements NE 8<sup>th</sup> Street.** Due to the separation of NE 8<sup>th</sup> Street from the Project Site by Ribary Creek and corresponding lack of ability to provide pedestrian or vehicular connection from NE 8<sup>th</sup> Street into the Project Site, District shall not be required to construct frontage improvements described in City code consisting of paved shoulder, curb, gutter, planter strip and sidewalk. In place of such frontage improvements, District shall install a gravel shoulder along the Project Site's street frontage to NE 8<sup>th</sup> Street. The final design of the gravel shoulder improvements to NE 8<sup>th</sup> Street shall be approved by the City's Public Works Director. Construction of the gravel shoulder shall be installed before final approval and certificate of occupancy for the Project.

**6. Vested Rights.** The City's Development Regulations, including building, fire, public works, land use, signage and other regulations shall govern unless specifically addressed otherwise in this Agreement. No vested rights are created by this Agreement except as expressly stated herein; provided, however, that the City retains and reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

**7. Permits Required.** District shall obtain all permits required under the North Bend Municipal Code ("NBMC") for the Project.

**8. Further Discretionary Actions.** District acknowledges that the City's land use and other regulations contemplate the exercise of further discretionary powers by the City including but not limited to the exercise of authority under the State Environmental Policy Act ("SEPA"). Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to otherwise limit the discretion of the City and any of its officers or officials in complying with or applying ordinances and laws applicable to the development of the Project.

**9. Existing Land Use Fees and Impact Fees.**

A. District acknowledges and agrees that land use, building, fire, public works, and sign fees adopted by the City as of the Effective Date of this Agreement may be increased by the City from time to time, and are applicable to permits and approvals for the Project Site, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, in accordance with Title 17 of the North Bend Municipal Code, unless the City exercises its discretion to mitigate any such fees in a manner consistent with other applications and Projects in the City.

**10. Notice of Default/Opportunity to Cure/Dispute Resolution.**

A. In the event a party, acting in good faith, believes the other party has violated the terms of this Agreement, the aggrieved party shall give the alleged offending party written notice of the alleged violation by sending a detailed written statement of the alleged breach. The alleged offending party shall have thirty (30) days from receipt of written notice in which to object, or to

cure the alleged breach. If the alleged offending party objects, the parties shall meet and attempt to resolve any dispute arising out of this Agreement. This notice and meeting requirement is intended to facilitate a resolution by the parties of any dispute prior to the initiation of litigation or other forms of alternative dispute resolution. A lawsuit to enforce the terms of this Agreement shall not be filed until the later of either: (1) the end of the 30-day cure period or (2) the conclusion of any agreed alternative dispute resolution process.

**11. Amendment: Effect of Agreement on Future Actions.** This Agreement may be amended by mutual consent of the parties as provided in Section 24 herein, provided that any such amendment shall follow the process established by law for the adoption of a development agreement.

**12. Termination.**

A. This Agreement shall terminate and be of no further force and effect if District does not construct the Project as contemplated by the permits and approvals obtained in connection with the Project and this Agreement, or submits complete applications for development of the Project Site that are inconsistent with this Agreement.

B. This Agreement shall terminate either: (1) upon the expiration of the Initial Term identified in Section 4 above, or (2) when the Subject Property has been fully developed *and* all of District's obligations in connection therewith are satisfied as determined by the City, whichever first occurs. Upon termination of this Agreement under this Subsection 12(B), the City shall record a notice of such termination in a form satisfactory to the City Attorney.

C. This Agreement shall terminate upon District's abandonment of the Project. District shall be deemed to have abandoned the Project if District has not submitted a complete application for some portion of the Project within one year of the Effective Date noted above.

**13. Effect of Termination on District's Obligations.** Termination of this Agreement shall not affect any of District's obligations to comply with (a) the City Comprehensive Plan or any applicable zoning code(s), subdivision maps or other land use entitlements approved with respect to the Project Site; (b) any conditions or restrictions specified in this Agreement to continue after the termination of this Agreement; or (c) obligations to pay assessments, liens, fees, or taxes, unless the termination or abandonment of the Project nullifies such obligations.

**14. Effect of Termination on City.** Upon termination of this Agreement, the City shall have no further obligations hereunder.

**15. Covenants Running with the Land.** The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land, and the benefits and burdens shall bind and inure to the benefit of the Parties. District shall be obligated and bound by the terms and conditions of this Agreement, unless the District has abandoned the project and no other party has started or continued construction of the Project pursuant to this Agreement. A copy of the fully executed Agreement shall be recorded in accordance with Section 25 herein.

**16. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

**17. Third Party Legal Challenge.** In the event any legal action is commenced by any person or entity other than a Party to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to District. The District shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle. This section shall survive the termination of this Agreement.

**18. No Presumption Against Drafter.** District represents that it has been advised to seek legal advice and counsel from its attorney concerning the legal consequences of this Agreement, that it has carefully read the foregoing Agreement, and knows the contents thereof, and signs the same as its own free act, and that it fully understands and voluntarily accepts the terms and conditions of this Agreement. Both parties have had the opportunity to have this Agreement reviewed and revised by legal counsel, and the parties agree that no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

**19. Notices.** Notices, demands, or correspondence to the City and District shall be sufficiently given if dispatched by prepaid first-class mail to the following addresses:

TO CITY:                   David Miller, City Administrator  
City of North Bend  
P.O. Box 896  
North Bend, WA 98045

TO DISTRICT:           Travis Stombaugh  
Si View Metropolitan Park District  
PO Box 346  
North Bend, WA 98045

Notice to the City shall be to the attention of both the City Administrator and the City Attorney. The parties hereto may, from time to time, advise the other of new addresses, including e-mail addresses, for such notices, demands, or correspondence.

**20. Assignment.** This Agreement shall be binding and inure to the benefit of the parties. District shall not assign its rights under this Agreement without the written consent of the City, which consent shall not unreasonably be withheld.

**21. Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie only in King County Superior Court.

**22. Attorneys' Fees.** In the event of any litigation or binding dispute resolution process between the Parties regarding an alleged breach of this Agreement, the prevailing Party shall be entitled to an award of its costs, attorneys' fees, and expert witness fees.

**23. Severability.** The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Agreement, or the validity of its application to other persons or circumstances.

**24. Entire Agreement.** 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 either of the Parties hereto. Amendments made in accordance with Section 11 herein shall be incorporated by written amendments or addenda signed by both parties and recorded pursuant to Section 25, below.

**25. Recording.** District shall record an executed copy of this Agreement with the King County Auditor, pursuant to RCW 36.70B.190, no later than fourteen (14) days after the Effective Date and shall provide the City with a conformed copy of the recorded document within thirty (30) days of the Effective Date.

By their signatures below, the persons executing this Agreement each represent and warrant that they have full power and authority to bind their respective organizations, and that such organizations have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement.

**CITY OF NORTH BEND**

**SI VIEW METROPOLITAN PARK DISTRICT**

By: \_\_\_\_\_  
Rob McFarland, Mayor

By: \_\_\_\_\_  
Travis Stombaugh, Executive Director

**Attest/Authenticated:**

---

Susie Oppedal, City Clerk

**Approved As To Form:**

---

Mike Kenyon, City Attorney

*\*\*\* remainder of page intentionally left blank \*\*\**

STATE OF WASHINGTON       )  
  )  
COUNTY OF KING               ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, Mayor Rob McFarland personally appeared before me, the undersigned Notary Public in and for the State of Washington, who is known to me or produced satisfactory evidence that he is the Mayor of the City of North Bend, the municipal corporation that executed the foregoing Development Agreement, and acknowledged such instrument in his capacity as the Mayor of the City of North Bend and that he signed the Agreement as the free and voluntary act of such municipal corporation for the uses and purposes mentioned therein, and on oath stated that he was duly authorized to execute such instrument.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Commission expires: \_\_\_\_\_

STATE OF WASHINGTON       )  
  )  
COUNTY OF KING               ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, the undersigned Notary Public in and for the State of Washington, Travis Stombaugh, who is known to me or produced satisfactory evidence that he is a representative of the Si View Metropolitan Park District that executed the foregoing Development Agreement, and acknowledged that he signed the Agreement as the free and voluntary act of such entity for the uses and purposes mentioned therein, and on oath stated that he was duly authorized to execute such instrument.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Commission expires: \_\_\_\_\_



**EXHIBIT A:**

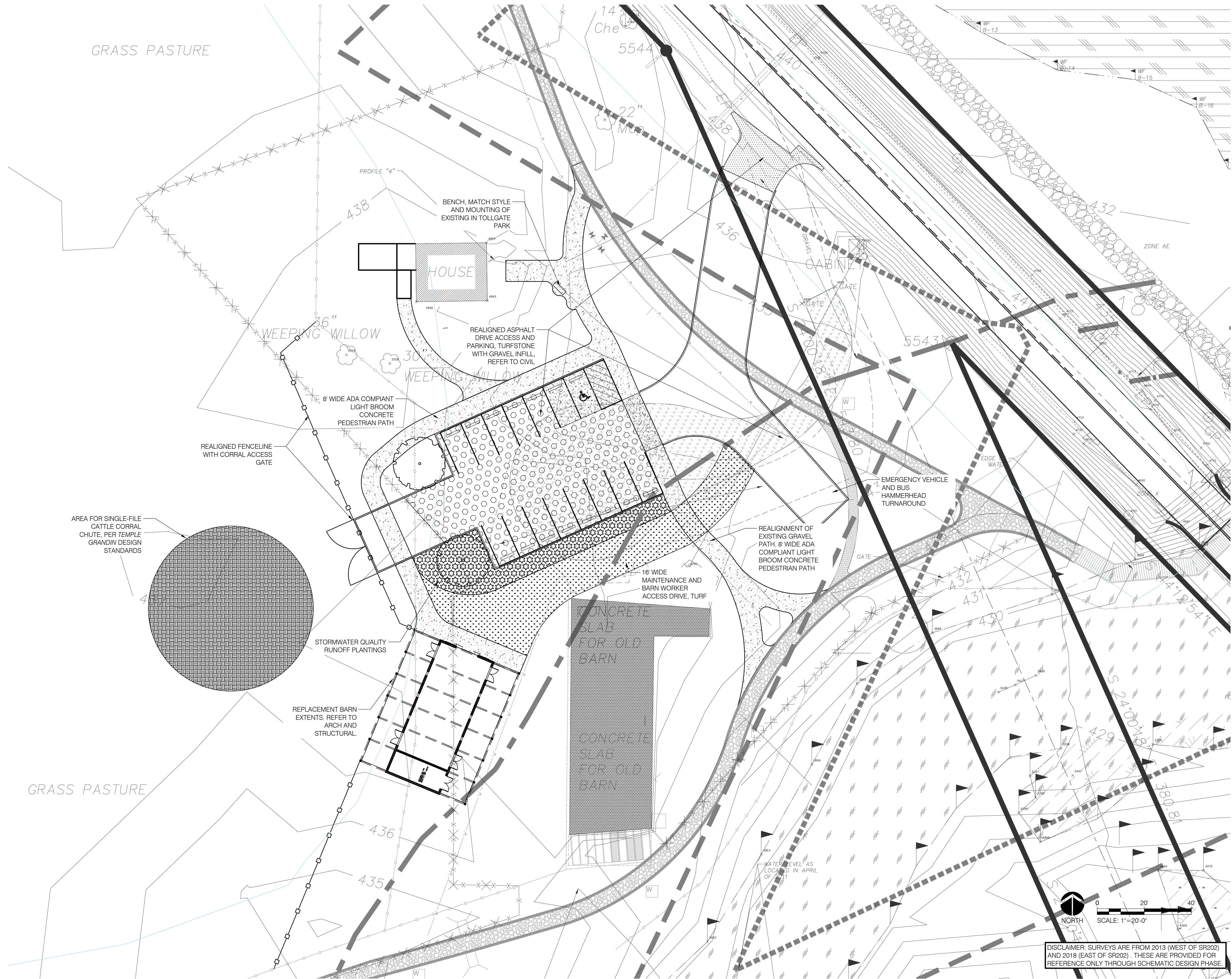
**PROJECT SITE – LEGAL DESCRIPTION**

PARCEL A OF CITY OF NORTH BEND LOT LINE ADJUSTMENT NO 125-078 RECORDING NO 20011217900009 SAID PARCEL A DEFINED - SE 1/4 OF SW 1/4 LESS S 20 FT LESS CO ROADS LESS STATE ROAD NO 2 LESS PORTION LY ELY OF SR 202 LESS E 606.25 FT

# Exhibit B: Site Plan



\\fs-berger\berger\project\tollgate farm park farmstead\drawings\sheets\lfi\ streets.dwg 07:15:2020 4:44 PM By: Jason Fristensky Filename: \\fs-berger\berger\project\tollgate farm park farmstead\drawings\sheets\lfi\ streets.dwg



# TOLLGATE FARMSTEAD IMPROVEMENTS SI VIEW METROPOLITAN PARKS DISTRICT 1300 NORTH BEND WAY, NORTH BEND, WA 98045

SET TYPE:  
**DESIGN DEVELOPMENT  
PROGRESS**

SET ISSUE DATE:  
**07.15.2020**

REVISIONS:

DRAWN/CHECKED:  
**JPF/AM**

SHEET NAME:  
**LANDSCAPE SITE PLAN**

SHEET NUMBER:

## L-100

© THE BERGER PARTNERSHIP PS, 2018



1927 Post Alley, Ste. 2  
Seattle, WA 98101  
bergerpartnership.com

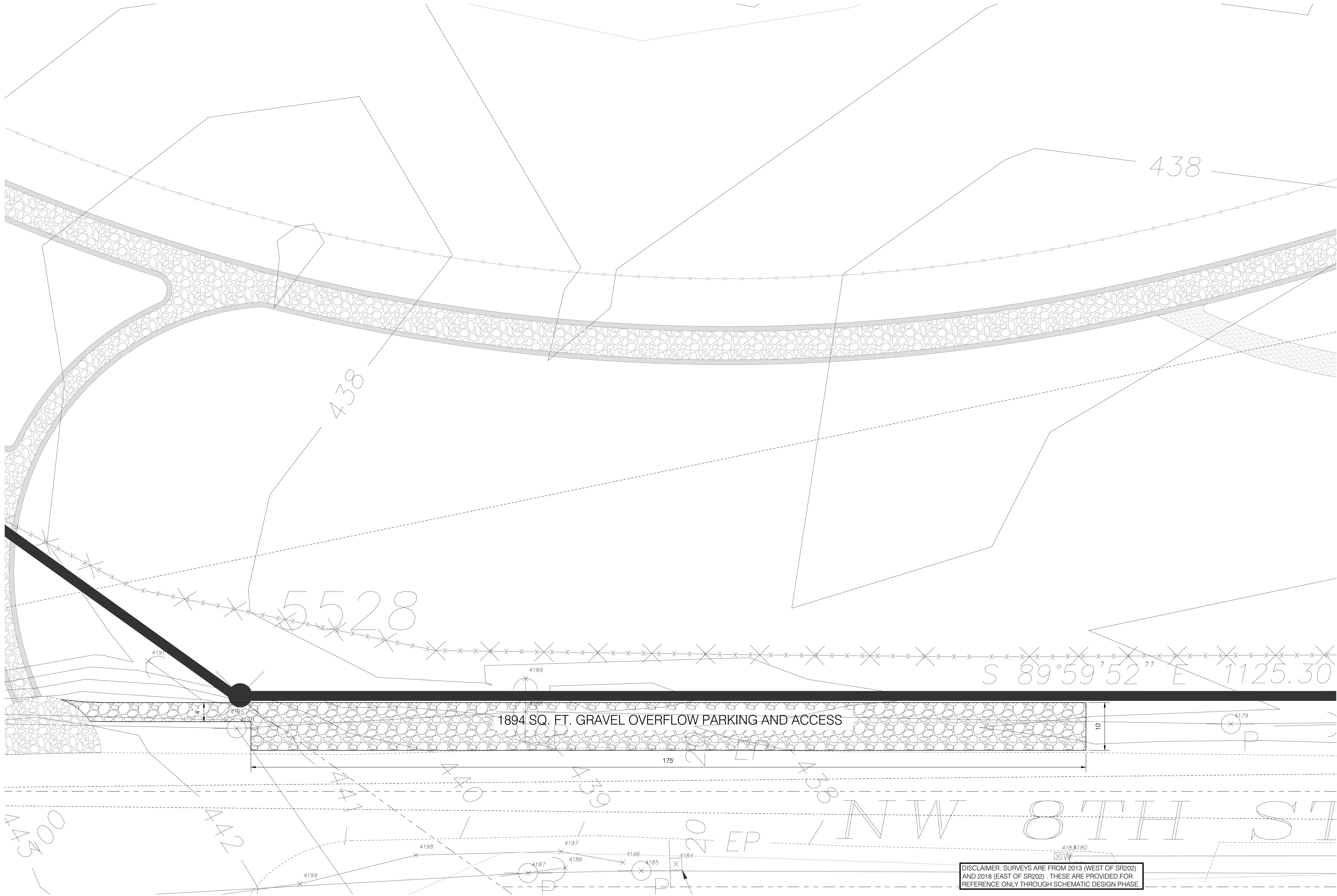


Know what's below.  
Call before you dig.

NOT FOR CONSTRUCTION



\\fs-berger\berger\project\tollgate farm park farmstead\drawings\sheets\lfi\ sheets.dwg 07:15:2020 4:46 PM By Jason Fristensky Filename: \\fs-berger\berger\project\tollgate farm park farmstead\drawings\sheets\lfi\ sheets.dwg



NOTES:  
1.

DISCLAIMER: SURVEYS ARE FROM 2013 (WEST OF SR202) AND 2018 (EAST OF SR202) . THESE ARE PROVIDED FOR REFERENCE ONLY THROUGH SCHEMATIC DESIGN PHASE.



0 10' 20'  
SCALE: 1"=10'-0"



NOT FOR CONSTRUCTION

SET TYPE: DESIGN DEVELOPMENT  
PROGRESS  
SET ISSUE DATE: 07.15.2020  
REVISIONS:

DRAWN/CHECKED: JPF/AM  
SHEET NAME: 8TH ST GRAVEL OVERFLOW PARKING  
SHEET NUMBER:

L-102



1927 Post Alley, Ste. 2  
Seattle, WA 98101  
bergerpartnership.com

TOLLGATE FARMSTEAD  
IMPROVEMENTS  
SI VIEW METROPOLITAN PARKS DISTRICT  
1300 NORTH BEND WAY, NORTH BEND, WA 98045