



PLEASE NOTE: This meeting will be held at City Hall, 920 SE Cedar Falls Way, North Bend, WA.
Members of the public may choose to attend in person or by teleconference. As the in-person/teleconference hybrid meeting option is new technology to City Staff it is strongly encouraged that members of the public that are attending by teleconference provide comments in advance of the meeting. Please email comments on any agenda items prior to the meeting to the City Clerk at soppedal@northbendwa.gov. Please provide comments by 5 p.m., Tuesday, April 5, 2022 so a copy can be provided to the City Council prior to the meeting.

Members of the public that wish to attend by teleconference may do so by using the Zoom Meetings platform. Instructions on how to access the meeting and provide public comment are available at the following link: [April 5, 2022 City Council Meeting Calendar Item](#). You 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: 893 5520 4313
Password: 608080
Call In Phone Number: 1-253-215-8782

CITY COUNCIL MEETING

April 5, 2022 – 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 March 15, 2022			1
2) Payroll	March 18, 2022 – 28466 through 28472 , in the amount of \$225,243.32			
3) Checks	April 5, 2022 – 72108 through 72220 , in the amount of \$1,280,442.78			
4) AB22-031	Motion – Authorizing DEA with NBW Properties for SE 140 th Project	Mr. Rigos	5	
5) AB22-032	Motion – Authorizing Contract with Blueline for Housing Needs Assessment & Housing Action Plan	Ms. Deming	61	
6) AB22-033	Resolution – Awarding NE 6 th Street Project to D& G Backhoe	Mr. Rigos	81	
7) AB22-034	Motion – Authorizing Purchase of Electric Vehicles	Mr. Rigos	89	

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

8) Presentation Economic Development Commission Report Commission Chair Wilson

**INTRODUCTIONS:**

9) **AB22-035** Resolution – Setting Public Hearing Date RE Meadowbrook ULID Mr. Rigos **111**
10) **AB22-036** Ordinance – Amending NBMC Chapter 18 RE Site Plans, Parking & Ms. Deming **191**
Design Standards

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

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

ADJOURNMENT:

NORTH BEND CITY COUNCIL MINUTES**March 15, 2022****Virtual Meeting**

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

CALL TO ORDER, ROLL CALL:

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

Councilmembers Present: Gothelf, Joselyn, Koellen, Loudenback, Miller and Rosen. Councilmember Elwood was excused.

CONSENT AGENDA:

Minutes – Special Council Workstudy of March 1, 2022 & City Council Meeting of March 1, 2022

Payroll – March 4, 2022 – 28460 through 28465, in the amount of \$290,605.16

Checks – March 15, 2022 – 72053 through 72107, in the amount of \$325,784.80

AB22-028 – Motion Authorizing Contract with Blueline for Stilson Ave. Sidewalk Project

AB22-029 – Motion Authorizing Contract with PH Consulting for Maloney/Cedar Falls Way Intersection Improvement Project

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Presentation – Police Services Update

Audio: 1:44

Police Chief Phipps provided an update on police services which included discussion on the following items: command staff, operations, operations support staff, police department organization chart, calls for service and response times, specific calls for service, operations statistics, items of importance and goals.

COMMISSION AND COMMITTEE REPORTS:

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

Finance & Administration Committee – Councilmember Elwood, Chair
A report of the March 1st meeting was provided.

Public Health & Safety Committee – Councilmember Koellen, Chair
A report of the March 8th meeting was provided.

DRAFT

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

Council Workstudy – Mayor Pro Tem Rosen
A report of the March 1st & March 15th Special Workstudy was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the March 10th meeting was provided.

Planning Commission
A report of the March 10th meeting was provided.

Parks Commission
No report.

Economic Development Commission
A report of the February 22nd meeting was provided.

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

INTRODUCTIONS:

AB22-030 – Ordinance 1773 Amending NBMC 14.12.120 RE Accessory Structures in Floodplain **Audio: 52:41**

Senior Planner McCarty provided the staff report.

Councilmember Miller **MOVED**, seconded by Councilmember Loudenback to approve AB22-030, an ordinance amending the Floodplain Regulations in NBMC 14.12.120 concerning Accessory Structures, as a first and final reading. The motion **PASSED** 6-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Loudenback wished everyone a happy St. Patrick's Day and encouraged all to celebrate safely and sensibly. Additionally, he commented on the longer daylight hours and reminded all to travel carefully in areas where children were present.

Councilmember Miller encouraged everyone to stay safe and have a great week ahead.

Councilmember Gothelf echoed Councilmember Loudenback's comments regarding safe travel in areas where children are present.

DRAFT

Councilmember Koellen noted the COVID-19 mask mandate had been lifted and encouraged all to be kind to each other regarding continued mask usage. Additionally, she noted although the COVID-19 infection rates were down the pandemic was far from over.

Deputy City Administrator/Public Works Director Rigos reported there would be a bid opening Thursday, March 17th on the NE 6th Street Watermain Replacement Project and that there was a lot of interest in the project from the construction community.

Mayor McFarland spoke regarding the following items:

- Safe Travel in Residential Neighborhoods
- Return to In Person Meetings in April
- Women's History Month
- Volunteer Opportunities at Habitat for Humanity's Taylor Town Project
- Si View MPD Pump Track Dig & Ride Event – April 5th 5:30 – 8:30 p.m. at Torguson Park
- Vacancy on Planning Commission
- Cancellation of March 22nd Council Workstudy

ADJOURNMENT:

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

The meeting adjourned at 8:07 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: April 5, 2022	AB22-031
Resolution Authorizing a Developer Extension Agreement with NBW Properties, LLC for the SE 140th Street Light Industrial Project	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Dawn Masko	
	Public Works – Mark Rigos	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		

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

SUMMARY STATEMENT:

NBW Properties, LLC owns property located at 45554 SE North Bend Way on tax parcel number 132308-9125. The parcel is currently graveled and used for RV storage. While having a SE North Bend Way address, the site fronts SE 140th Street next to Tanner Electric Headquarters' recently constructed office building.

The applicant is proposing to construct an approximate 42,250 square foot warehouse and light industrial facility situated on 2.54 acres.

Along with the private improvements, the applicant is required to construct 170 lineal feet of frontage improvements along SE 140th Street consisting of street widening, new curb/gutter, planter strip, and asphalt path per City Standards.

Per Chapter 19.01.200 of North Bend Municipal Code, the applicant must enter into a Developer Extension Agreement (“DEA”) with the City to design and construct these improvements, post the necessary bonds, and pay City expenses related to the plan reviews, inspections, and administration of the agreement.

The DEA has been prepared, reviewed by NBW Properties LLC and approved by the City Attorney. Once the improvements are constructed, a Bill of Sale will be signed by NBW Properties, LLC for ownership and maintenance of the street improvements by the City. City staff recommends approval of this DEA.

APPLICABLE BRAND GUIDELINES: This project will meet the requirements of City design standards.

COMMITTEE REVIEW AND RECOMMENDATION: The DEA was brought up during the Transportation and Public Works Committee meeting on March 22, 2022 and was recommended for approval and placement on Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-031, a resolution authorizing a Developer Extension Agreement with NBW Properties, LLC for the SE 140th Street Light Industrial Project.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
April 5, 2022		

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, AUTHORIZING THE DEVELOPER
EXTENSION AGREEMENT WITH NBW PROPERTIES,
LLC, FOR THE SE 140TH STREET LIGHT INDUSTRIAL
INFRASTRUCTURE**

WHEREAS, NBW Properties, LLC (hereafter “Applicant”) submitted a land-use application, building permit application, and clearing and grading permit application for the proposed SE 140th Street Light Industrial project located at 45554 SE 140th Street, tax parcel number 132308-9125; and

WHEREAS, the conditions of approval for finalizing the SE 140th Street Light Industrial project include the installation of infrastructure in accordance with City standards; and

WHEREAS, application was made with the City to construct extensions to the City’s street systems for the proposed SE 140th Street Light Industrial project; and

WHEREAS, the City has prepared a Developer Extension Agreement for the required improvements; and

WHEREAS, the Applicant will be required to pay fees and deposits for plan review and construction inspections along with applicable storm charges; and

WHEREAS, the Applicant must submit all deposits, fees, permits, bonds, and insurance prior to commencement of infrastructure work; and

WHEREAS, the City’s Transportation and Public Works Committee considered the Developer Extension Agreement at its March 22, 2022 meeting and recommended approval of the Developer Extension Agreement;

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

Section 1. The Developer Extension Agreement with NBW Properties LLC, for infrastructure work associated with the proposed SE 140th Street Light Industrial project is approved, in the form substantially the same as attached hereto as Exhibit A, as acceptable to the City Attorney, and the Mayor is authorized to execute the same.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
APRIL, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

DEVELOPER EXTENSION AGREEMENT CONTRACT DOCUMENTS

SE 140th Street Light Industrial Development NBW Properties, LLC Street Extension

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

MAYOR: Rob McFarland

City Council

Brenden Elwood
Alan Gothelf
Jonathan Rosen
Mark Joselyn

Heather Koellen
Mary Miller
Ross Loudenback

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

City Staff

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

**DEVELOPER EXTENSION AGREEMENT
CONTRACT DOCUMENTS**

Street

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**CHECKLIST
for Constructing Extensions
to the Street System**

PROJECT TITLE: SE 140th Street Light Industrial Development
DATE: 3/1/2022
DEVELOPER NAME: NBW Properties, LLC
MAILING ADDRESS: 165 NE Juniper Way, Suite 100 Issaquah, WA 98027
PHONE: 425-837-9720
CONTACT: Bob Power

Owner:

Name: Bob Power/NBW Properties, LLC
Address: 165 NE Juniper Way, Suite 100 Issaquah, WA 98027
Phone: 425-837-9720

Developer:

Name: Bob Power/NBW Properties, LLC
Address: 165 NE Juniper Way, Suite 100 Issaquah, WA 98027
Phone: 425-837-9720

Developer's Agent:

Name: Dirk McCulloch/Jackson Main Architecture
Address: 311 First Avenue South Seattle WA 98104
Phone: 206-837-9720

Dates Accomplished:

Water:	<u>N/A</u>
Sewer:	<u>N/A</u>
Stormwater:	<u>N/A</u>
Streets:	<u> </u>

A. Approval of Agreement

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

6. Resolution Accepting Agreement (City)

B. Required Before Plans are Prepared or Approved

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

C. Required Before Construction by Developer

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

D. Required Before Construction Begins

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

E. Required Before any Service is Connected

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

F. To Be Done Prior to Warranty Expiration

1. At 11 months after Acceptance, re-inspect all facilities and notify Developer of Deficiencies, if any (City)
2. Follow-up to Correct Deficiencies, if any (City)
3. Expiration of two-year warranty

**AGREEMENT TO CONSTRUCT EXTENSION TO
STREET SYSTEM**

NBW Properties, LLC a limited liability corporation(the “Developer”), hereby enters into this Agreement to Construct Extension to NBW Properties, LLC Street Systems (the “Agreement”) with the City of North Bend, a municipal corporation of the state of Washington (“City”), for permission to construct and install certain street improvements or extensions in the public right-of-way and/or on private property in connection with the SE 140th Street Light Industrial Development (the “Extensions”), and to connect the same to the City’s street system.

1. GENERAL

- A. Upon approval of the City Council and execution of this Agreement, Developer is hereby authorized to construct extensions to the City’s street systems subject to this Agreement and including the following, each of which is incorporated herein by this reference and all of which are collectively referred to as the “Contract Documents” and included herewith:
 1. the terms and conditions of this Agreement, and all exhibits and addenda hereto;
 2. Performance Bond;
 3. Maintenance Bond;
 4. Utilities Easement(s), if any;
 5. Bill of Sale;
 6. Standards for Preparation of Extension Plans and Specifications; and
 7. the General Conditions for Developer Extensions;
- B. Developer shall pay all costs of designing, engineering and constructing the Extensions. All construction shall be done to City standards and according to plans approved by the City.
- C. Upon final acceptance by the City of the Extensions as set forth herein, the City will provide sewer service, water service, and/or stormwater service through the Extensions to residential customers on Developer’s Property (defined below) in accordance with applicable laws, rules, regulations, and resolutions and policies of the City.
- D. The term of this Agreement shall commence on the date of the last signature hereto, and shall expire on the date of final acceptance of the Extensions by the City.

2. LOCATION OF EXTENSIONS

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

The Extensions will be installed on and in the existing public right of way, on and in the Developer's Property, on and in property subject to easements benefitting Developer's Property, and/or on and in the property of other persons contributing to the costs of the Extensions (said other persons hereby join in this Agreement and are referred to as "Additional Owners") and in such other properties described in this Agreement. The property of Additional Owners is described as follows ("Additional Owners' Property"): N/A

3. DESCRIPTION OF EXTENSION

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

- A. Water Extension: N/A
- B. Sewer Extension: N/A
- C. Stormwater Extension: N/A
- D. Street Extension: Approximately 170+/- linear feet of public street improvements along SE 140th Street, installation of new sidewalks, curbs, gutters, asphalt and/or concrete surfacing, street trees, and pavement marking and striping within the existing public right-of-way.
- E. Modifications to Described Extensions: The City may require that the above-described sewer, stormwater, water, and street extensions be modified (including changes in design and location) during the preparation of construction plans and specifications as deemed necessary by the City. The construction plans and specifications, when approved by the City, shall be deemed the documents describing the water, sewer, stormwater, and street extensions to be authorized for construction by Developer under this Agreement.

4. EXTENSION FEES, DEPOSITS, AND CHARGES

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

A. City Administrative Services

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

B. City Basic Engineering Review

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

C. City Construction Engineering Services

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

D. Reimbursement for City's Legal Services

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

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

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

F. Other Costs

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

G. Connection Charges and Reimbursement Amount

1. *Connection Charges*

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

2. *Reimbursement Amount*

Where Developer's Property is served in whole or in part by an existing extension constructed by others and transferred to the City, and a reimbursement

agreement was in effect at the time Developer submitted its development application, Developer shall pay a reimbursement to the City representing the fair and equitable share of the existing extension to which all or a portion of Developer's Property may be connected.

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

3. *Service Charges*

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

5. **CALCULATION OF COSTS, FEES, AND CHARGES**

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

6. **PAYMENT OF FEES AND CHARGES**

A. Developer Deposit

The City will provide Developer with an itemized monthly invoice for Processing Costs, including staff time and invoices from contracted consultants, if any, commencing on the fifth day of the month following the first month during which the City incurs Processing Costs. Developer shall pay the City's invoice on or before the 20th day (or fifteen days after mailing of the invoice by the City, whichever is later), subject to the provisions of the Memorandum of Understanding paragraph 2.6, together with any additional amounts required to maintain the required credit balance as required by Memorandum of Understanding paragraph 2.3. If any sum required to be paid hereunder is not timely remitted, the City may suspend processing until payment is made, and/or may terminate the Memorandum of Understanding and require the deposit of the full estimated amount of Processing Costs.

B. Connection Charge and Reimbursement Estimate

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

7. ENGINEERING PLAN APPROVAL

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

8. INSURANCE AND INDEMNIFICATION**A. Indemnification**

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Developer and the City, its officers, officials, employees, and volunteers, the Developer's liability hereunder shall be only to the extent of the Developer's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Developer's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Requirements Developer shall procure and maintain insurance covering commercial general liability and injury and property damage to the City and to third parties in connection with the performance of this Agreement hereunder by the Developer, its agents, representatives, employees, or subcontractors, in which the City and the City's Engineer shall be named additional insureds. Such insurance shall be maintained without interruption from commencement of construction of the Extensions through thirty (30) days after the completion of the Extensions. Developer's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit Developer's liability to the coverage provided by such insurance, or otherwise

limit the City's recourse to any remedy available at law or in equity. Before beginning construction of the Extensions, Developer shall furnish the City with original certificates of insurance and a copy of the amendatory endorsements, including but not limited to the additional insured endorsements, evidencing these insurance requirements have been satisfied. A copy of the certificates of insurance shall be included with the final Contract Documents. This insurance shall be deemed primary coverage as to the City, with any insurance carried by the City classified as additional coverage and shall not contribute with the Developer's insurance. The insurance policies shall contain a "cross liability" provision.

1. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and shall be issued by an insurance company authorized to do business within the State of Washington. The City does not waive its right to subrogation against the Developer, and the policy shall be so endorsed. The Developer shall instruct the insurers to give the City 30-days advance notice of any insurance cancellation.
2. If any insurance policy is written on a "Claims Made" form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
3. The Developer, its subcontractors, sub-subcontractors, agents, and employees, waive all rights of subrogation against the City, for damages caused by fire or other perils to the extent covered by the General Liability and Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of the Agreement or other property insurance applicable to the Work. The policies shall provide such waivers by endorsement.
4. Developer shall ensure that each subcontractor, sub-subcontractor, agents, and employees of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Developer. Upon request by the City, the Developer shall provide evidence of such insurance.
5. Developer shall obtain insurance of the types described below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01

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

- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Per Project Aggregate Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an additional insured under the Developer's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Developer may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement. The Developer's Commercial General Liability policy shall include Waiver of Transfer of Rights of Recovery Against Others to Us endorsement (CG 24 04 05 09) or equivalent coverage. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 per project aggregate, and a \$3,000,000 products-completed operations aggregate limit.
- iii. Employers Liability coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Contractor's General Liability Coverage or as a stand-alone policy. Workers Compensation and Employers' Liability coverage shall be in the amount of at least \$1,000,000 Employers' Liability each accident, \$1,000,000 Employers' Liability Disease-each employee, \$1,000,000 Employers' Liability Disease-policy limit.
- iv. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.

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

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

9. **SURETY**

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

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

Developer may provide the City with a cash deposit in lieu of the performance bond required herein. No construction shall be commenced until the cash deposit is accepted by the City. This cash deposit shall be conditioned and held subject to the same terms as the Performance Bond, and will be refunded to Developer upon satisfactory completion of the Extensions and connection of the Extensions to the existing system; provided, that in the event pre-existing City facilities have not been repaired or restored as required by this Agreement, the City may, in addition to any other rights it may have, retain the total amount of the cash deposit as liquidated damages or such portion of said deposit as may be necessary to defray such costs.

10. EASEMENTS

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

11. PERMITS

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

12. CONNECTION TO THE CITY'S SYSTEM

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

13. CONDITION PRECEDENT

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

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

14. FINAL ACCEPTANCE

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

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

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

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

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

15. LIMITATION ON ACCEPTANCE

A. Completion

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

B. Failure to Commence Construction

In the event Developer, after the receipt of approved construction plans from the City, has not commenced construction within five (5) years of executing this Agreement, and if the City determines, in its absolute discretion, that it is necessary that the Extensions be completed in order that the City can provide water, sewer, and/or stormwater service and/or street extensions to Developer's Property, then the City may give Developer notice (by certified mail to the addresses shown herein) that construction of the water, sewer, stormwater, and street improvements must be commenced within sixty (60) calendar days of mailing said notice. If construction is not commenced within the time specified in said notice, the City may terminate this Agreement by written notice to Developer. In such event, the City shall retain all payments and deposits made by Developer to the City and the City may, at its discretion, proceed with construction of the water, sewer, stormwater, and/or street improvements by utilizing the Performance Bond or Construction Cash Deposit.

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

C. Failure to Complete Construction

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

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

16. WARRANTY OF AUTHORITY

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

17. ENFORCEMENT; ATTORNEYS' FEES

The parties agree to resolve disputes under this Agreement by binding arbitration as provided in Section 28 of the General Conditions, and further acknowledge and agree that by submitting to the alternative dispute resolution process, they intend to surrender their right to have any dispute decided in a court of law by judge or jury. In the event that this Agreement is referred or placed into the hands of attorneys for enforcement of any portion, or if binding arbitration is instituted with respect to a dispute under this Agreement, then the prevailing party shall be paid its reasonable attorneys' fees and expert witness fees, costs, and all other reasonable expenses in connection therewith.

18. SUCCESSORS AND ASSIGNS

All of the provisions contained in this Agreement shall be binding upon the heirs, successors, executors, administrators, receivers, trustees, legal representatives,

transferees, and assigns of the Developer; and all privileges as well as any obligations and liabilities of the Developer shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Developer is named herein.

19. INDEPENDENT STATUS OF DEVELOPER:

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

SIGNED this _____ day of _____, 2022.

Developer: _____

By: _____

CITY OF NORTH BEND, King County, Washington

By: _____

Rob McFarland, Mayor

EXHIBIT A

Legal Description

EXHIBIT A

LEGAL DESCRIPTION:

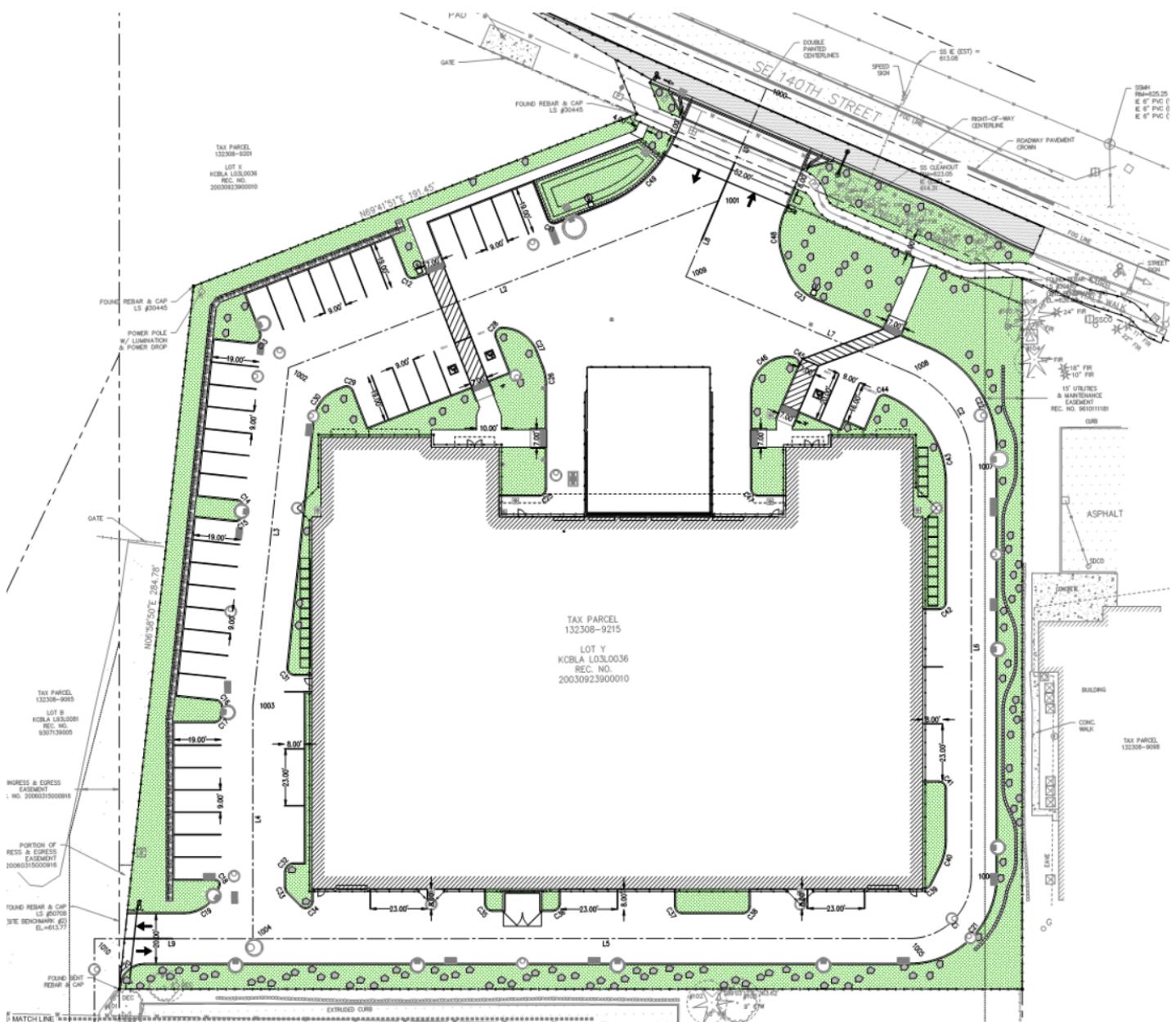
LOT Y, KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L03L0036,
RECORDED UNDER RECORDING NUMBER 20030923900010, IN KING COUNTY,
WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS ESTABLISHED
IN INSTRUMENT RECORDED UNDER RECORDING NUMBER 20060315000916.

EXHIBIT B

Preliminary Plat / Site Plan

EXHIBIT B





City of North Bend Performance and Maintenance Bond Agreement

RE: North Bend Permit No.: _____

Applicant: _____

Project Address: _____

Estimated Cost of Completed Project: _____

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

RECITALS

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

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

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

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

Performance

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

Maintenance

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

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

- Performance Bond
- Maintenance Bond

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

TERMS OF AGREEMENT

1. The Recitals set forth above are incorporated into the Agreement between the City, Developer and any third party who also signs this Agreement.
2. Developer and any third party shall signify their agreement to specific terms by signing under the terms section below that corresponds to the security chosen in recital E. above.
3. Terms - Performance Bond.

- a. Developer, as Principal, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City, as Obligee, in the penal sum of XXXX (\$XX.XX) for payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally as described in 3. b. – f. below.
- b. In accord with Recital D. above, Developer is required to provide the City with performance security for the Improvements to assure that all work or action identified in Recital B. are satisfactorily completed.
- c. After written notice from the City that Developer has failed to (a) complete all work or action on the Improvements satisfactorily, (b) pay all sums owing to contractors, subcontractors, materialmen, suppliers or others as a result of such work for which a lien against any City property, or property where the improvements are located, has arisen or

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

- d. If Principal does not complete the Improvements to the City's reasonable satisfaction as described in c. above, then within five (5) days after the City's written demand to Surety, Surety shall pay to the City all amounts necessary to complete the Improvements up to and including the full penal sum of this bond.
- e. This Agreement for bond shall remain in effect until the City determines in writing at its sole discretion that the Improvements have been completed.
- f. The City, Developer and Surety also agree to be bound by the General Terms in section 5. below.

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

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

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

4. Terms - Maintenance Bond.

- a. Developer, as Principal, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City, as Obligee, in the penal sum of XXXX (\$XX.XX) for payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally as described in 4. b. – 4.f. below.
- b. Principal has constructed the Improvements for the Project under the Permit in accord with the requirements in Recital B.
- c. After written notice from the City of defects due to faulty materials or workmanship related to the constructed Improvements, Principal shall remedy such defects by the deadline specified in the City's written notice and to the City's reasonable satisfaction, and pay for any damage to other work resulting therefrom.
- d. If Principal does not so remedy such defects to the City's reasonable satisfaction, then within five (5) business days after the City's written demand to Surety, Surety shall pay to the City all amounts necessary to remedy such defects up to and including the full penal sum of this bond.
- e. This Agreement for bond shall remain in effect for _____ years from acceptance of the Improvements by the City.

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

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

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

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

5. General Terms.

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

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. The provisions of this Agreement shall not be construed against either party. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

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

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

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

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

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

City

Developer

Surety

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

CITY OF NORTH BEND

By: _____
Its _____

Institution Notary

STATE OF WASHINGTON
County of _____

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

Dated: _____, 20____

Signature: _____

Name Printed: _____

Title: _____

My appointment expires: _____

Developer Notary

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

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

DATED: _____.

(Signature of Notary Public)

(Printed Name of Notary Public)

Commission Expires: _____

City Notary

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

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

DATED: _____.

(Signature of Notary Public)

(Printed Name of Notary Public)

Commission Expires: _____

WHEN RECORDED RETURN TO:

CITY CLERK
CITY OF NORTH BEND
920 SE Cedar Falls Way
NORTH BEND, WA 98045

REFERENCE NUMBER OF RELATED DOCUMENTS:

GRANTOR:

GRANTEE: The City of North Bend, Washington

ASSESSOR'S TAX PARCEL/ACCOUNT NUMBER:

ABBREVIATED LEGAL DESCRIPTION:

EASEMENT AGREEMENT

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

1. Recitals.

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

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

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

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

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

4. General Provisions.

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

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

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

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

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

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

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

GRANTOR:

GRANTEE:

DATED this _____ day of _____, 20__.

GRANTOR: _____

GRANTEE: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

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**CITY OF NORTH BEND
DEA CONTRACT DOCUMENTS**

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

DATED: _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

Return Address:

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

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Bill of Sale 2. _____
 3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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

1. _____, _____
 2. _____, _____

Additional names on page _____ of document.

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

1. City of North Bend
 2. _____, _____

Additional names on page _____ of document.

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

Additional legal is on page _____ of document.

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

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

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

Signature of Requesting Party

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

UPON RECORDING RETURN TO:

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

BILL OF SALE

Reference Numbers of Related Documents: N/A

Grantor:

Grantee: City of North Bend

Legal Description: See Attached

Abbreviated Legal:

Tax Parcel Identification Number:

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

Water Distribution System:

Wastewater Collection System:

Storm Drainage System:

Curbs and Street Paving:

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

By: _____
Its: _____

GRANTEE:
City of North Bend

By: _____
Its: _____

Council Packet April 5, 2022

CITY OF NORTH BEND

DEA CONTRACT DOCUMENTS

APPROVED AS TO FORM:

Michael R. Kenyon, City Attorney

STATE OF WASHINGTON))ss
COUNTY OF KING)

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

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

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Council Packet April 5, 2022

CITY OF NORTH BEND

DEA CONTRACT DOCUMENTS

STATE OF WASHINGTON))ss
COUNTY OF KING)

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

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

**GENERAL CONDITIONS
FOR EXTENSIONS CONSTRUCTED BY DEVELOPERS**

1. SCOPE

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

2. DEFINITIONS

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

- A. "Agreement" shall mean the Agreement to Construct Extension to Sewer, stormwater, water, and street systems entered into by the Developer and the City.
- B. "City" shall mean the City of North Bend, King County, Washington.
- C. "City Engineer or Public Works Director" shall mean the consulting engineer employed by the City or contracted by the City for the administration of this Agreement.
- D. "Contract Documents" shall have the meaning ascribed in the Agreement.
- E. "Developer" shall mean the person, partnership, firm, or corporation identified in the Checklist, and shall include Developer's agents, employees, and subcontractors.
- F. "Developer's Engineer" shall mean the engineering firm, and that firm's representatives, which may be approved by the City to act as the engineer for the Extensions to be performed under this Agreement.
- G. "Extensions" shall have the meaning ascribed in the Agreement.
- H. "Or Equal" shall mean any manufactured article, material, method, or work which, in the opinion of the City Engineer, is equally desirable or suitable for the purposes intended in the Specifications and the Contract Documents as compared with similar articles specifically mentioned therein.
- I. "Plans" shall mean all instructions, shop drawings, and other official drawings (and reproductions of the same) made or to be made pertaining to the Extensions or to any structure connected therewith, including supplemental instructions, drawings or

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

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

3. PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES

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

4. STATUS OF CITY ENGINEER

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

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

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

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

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

5. INSPECTION AND TESTS

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

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

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

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

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

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

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

- H. Where the Plans, Specifications, City Engineer's instructions, laws, ordinances, or any government authority require any work to be specifically tested or inspected, Developer shall give the City Engineer timely notice of the date fixed for such inspection. Required certificates of inspection by authorities other than the City Engineer shall be secured by Developer and copies provided to the City Engineer.
- I. Inspection during construction will be provided as deemed necessary by the City Engineer.
- J. Written notice of deficiencies, adequately describing the same, shall be given to Developer upon completion of each inspection, and Developer shall correct these deficiencies within seven (7) days of notice thereof, or as agreed upon in writing by both parties, and before final inspection will be made by the City Engineer.
- K. A representative of Developer or Developer's contractor shall arrange a time with and accompany the City Engineer on the final inspection and subsequent inspections, if required, thereafter.
- L. Deficiencies discovered at the final inspection shall be corrected within seven (7) days' notice thereof or as agreed upon by both parties, and in no instance shall service be provided until said deficiencies are corrected and the extension passes re-inspection.
- M. All costs incurred by the City for inspection, including the fees and charges of its City Engineer, except as specifically provided for in this section, shall be paid by Developer, and a deposit for this may be required in advance by the City.
- N. Neither inspection nor acceptance by the City shall relieve Developer of any responsibility or liability, whether to the City or others, provided in the Contract Documents.

6. PLANS AND SPECIFICATIONS ACCESSIBLE

- A. The City shall furnish one (1) copy of Plans and Specifications to Developer, who shall keep at least one (1) copy of the same constantly accessible at the construction site.
- B. Where shop drawings are required to be submitted for acceptance, one (1) copy of the approved shop drawings shall be kept constantly accessible at the construction site.

7. OWNERSHIP OF DRAWINGS

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

8. MATERIALS AND EQUIPMENT; MATERIALS AND EQUIPMENT LIST

- A. Materials and equipment shall be new and as specified in the Contract Documents, or if not specified, shall be of a quality approved by the City Engineer. All materials and equipment furnished are warranted by Developer as new and as in compliance with the Plans and Specifications, if specified therein, and as suitable for the intended purpose. In addition thereto, the Developer shall furnish the City with copies of the supplier's warranty. Except in the event of fraud or bad faith by Developer, the warranty described in this Section 11(A) shall be limited to two (2) years.
- B. Developer shall file three (3) copies of its materials and equipment list with the City Engineer prior to commencing construction of the Extensions. This list shall include the quantity, manufacturer and model number, if applicable, of materials and equipment to be installed under the Contract Documents. This list will be checked by the City Engineer as to conforming with the Plans and Specifications. The City Engineer will pass upon the list with reasonable promptness, making note of required corrections.

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

9. SHOP DRAWINGS

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

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

10. CUTTING AND FITTING

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

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

- A. Developer shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work, except as otherwise stipulated in the Contract Documents.
- B. The Developer shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any person unfit or not skilled in the work assigned to him/her. Employees or agents of Developer, who, in the opinion of the City Engineer, may impair the quality of the Extensions shall forthwith be discharged by Developer upon the written request of the City Engineer.
- C. During the term of the Agreement, neither party shall employ nor hire any employee of the other party, nor of the City Engineer, without the written consent of the other party. Neither party shall use any work performed or any information obtained from any employee hired in violation of this provision in making a claim against the other party.
- D. Necessary sanitation conveniences for the use of workmen on the job, properly secluded from public observation, shall be provided and maintained by Developer.

13. SAMPLES

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

14. DETERMINATION OF "OR EQUAL"

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

15. ROYALTIES AND PATENTS

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

16. PAYMENT OF PREVAILING WAGES

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

17. PROTECTION OF WORK AND PROPERTY AND SAFETY

- A. Developer shall continuously maintain adequate protection of the work from damage and shall protect City's property from injury or loss arising in connection with and during the term of the Agreement. Developer shall make good any such damage, injury, or loss, except as may be directly due to the negligence of agents or employees of the City. Developer shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.
- B. Developer shall bear the risk of loss or damage for all finished or partially finished work until accepted by the City.
- C. Developer shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local safety laws and building codes. Developer shall erect and properly maintain at all times, as required by the conditions and progress of the Extensions, all necessary safeguards for protection of workmen and the public, shall post danger signs warning against known or unusual hazards; and shall designate a responsible member of its organization on the construction site whose duty shall be the prevention of accidents. The name and position of such person so designated shall be reported in writing to the City Engineer by Developer.

18. EXISTING UTILITIES OR OBSTRUCTIONS

- A. Developer shall not enter upon or place materials on other private premises except by written consent of the individual owners, and Developer shall save the City harmless from all suits and actions of every kind and description that may result from its use of private property.
- B. Underground utilities of record shall be shown on the Plans insofar as it is possible to do so. These, however, are shown for convenience only, and the City assumes no responsibility for improper locations or failure to show utility locations on the construction plans. Any underground utilities found during the course of construction not properly shown on the Plans shall be recorded as to the nature, size, depth and orientation on the as-built drawings.
- C. Developer shall take adequate precautions to protect existing lawns, trees, shrubs, outside rights-of-way, sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto caused by its operations to the satisfaction of the City Engineer, except as otherwise provided in the Contract Documents.

19. REPLACING IMPROVEMENTS

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

20. SUPERINTENDENCE AND SUPERVISION

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

21. WARRANTIES OF DEVELOPER

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

- A. That Developer is the owner of the property and the same is free and clear of all encumbrances and that Developer has good right and authority to transfer title

thereto to the City and will defend the title of the City against the claims of all third parties claiming to own the same or claiming an encumbrance against the same; and

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

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

22. CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD

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

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

23. SUBLetting AND SUBCONTRACTING

Developer is fully responsible and liable to the City for the acts and omissions of its employees, subcontractors, and all other persons either directly or indirectly employed or contracted with by subcontractors. The City's consent to subcontracting part of the

work shall in no way release Developer from responsibility under the Agreement, and Developer will be held in all respects accountable for the same as if no consent had been given. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.

24. SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS

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

25. LOSS OF MARKERS

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

26. DISPUTE RESOLUTION

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

1. The parties shall first seek a fair and prompt negotiated resolution.
2. If negotiation is not successful, either party may demand binding arbitration in accordance with RCW 7.04.060; provided, that within twenty (20) days of the initial arbitration demand, the parties shall attempt to resolve the dispute by nonbinding third-party mediation. Mediation efforts shall not delay or affect the arbitration hearing date unless agreed by the parties.
3. If the dispute is not resolved through mediation within forty-five (45) days of the initial arbitration demand, the parties shall proceed with the binding arbitration; provided, that the mediator shall prepare and deliver to the arbitrator a final written recommendation for resolution of the dispute.

B. Selection of Arbitrator. There shall be one arbitrator agreed upon by the parties, or, if the parties cannot agree on the identity of the arbitrator within ten (10) days of the initial arbitration demand, the arbitrator shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or shall have similar professional credentials). The arbitrator shall be an attorney with at least fifteen (15) years' experience in the practice of law and shall

reside in the Seattle/King County metropolitan area. Whether a claim is covered by the Contract Documents shall be determined by the arbitrator. All statutes of limitations which would otherwise be applicable in a court of law shall apply to any arbitration proceeding hereunder. The mediator shall be selected by the same manner as the arbitrator.

- C. Procedures. The arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules in effect on the date of the initial arbitration demand, as modified by this Section 28. There shall be no dispositive motion practice. As necessary to ensure a fair hearing, the arbitrator may authorize limited discovery, and may enter pre-hearing orders regarding (without limitation) scheduling, document exchange, witness disclosure and issues to be heard. The arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such writings and oral presentations as reasonable business people would use in the conduct of their day-to-day affairs, and may require the parties to submit some or all of their case by written declaration or such other manner of presentation as the arbitrator may determine to be appropriate. The parties intend to limit live testimony and cross-examination to the extent necessary to ensure a fair hearing on material issues.
- D. Hearing – Law – Appeal Limited. The arbitrator shall hold a private hearing within ninety (90) days of the initial arbitration demand and shall take reasonable measures to conclude the hearing within three (3) days. The arbitrator's written decision shall be issued not later than fourteen (14) calendar days after the close of the hearing. These time limits are included in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply substantive law. Absent fraud, collusion or willful misconduct by the arbitrator, the award shall be final, and judgment may be entered in any court having jurisdiction over the parties. The arbitrator may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other arbitration proceeding involving common issues of law or fact or which may promote judicial economy, but shall not have the power to award punitive or exemplary damages.
- E. Provisional Remedies. Pending selection of the arbitrator, either party may request the AAA to unilaterally appoint an interim arbitrator for the limited purpose of awarding temporary or preliminary relief. This award may be immediately entered in any federal or state court having jurisdiction over the parties even though the decision on the underlying dispute may still be pending. Once appointed, the official arbitrator may, upon request of a party, issue a superseding order to modify or reverse such temporary or preliminary relief or may confirm such relief pending a full hearing on the merits of the underlying dispute, which order may be immediately entered in any

federal or state court having jurisdiction over the parties, even though the decision on the underlying dispute may remain pending. Such relief may be granted by the arbitrator only after notice to and opportunity to be heard by the opposing party, unless the party applying for such relief demonstrated that its purpose would be rendered futile by giving notice.

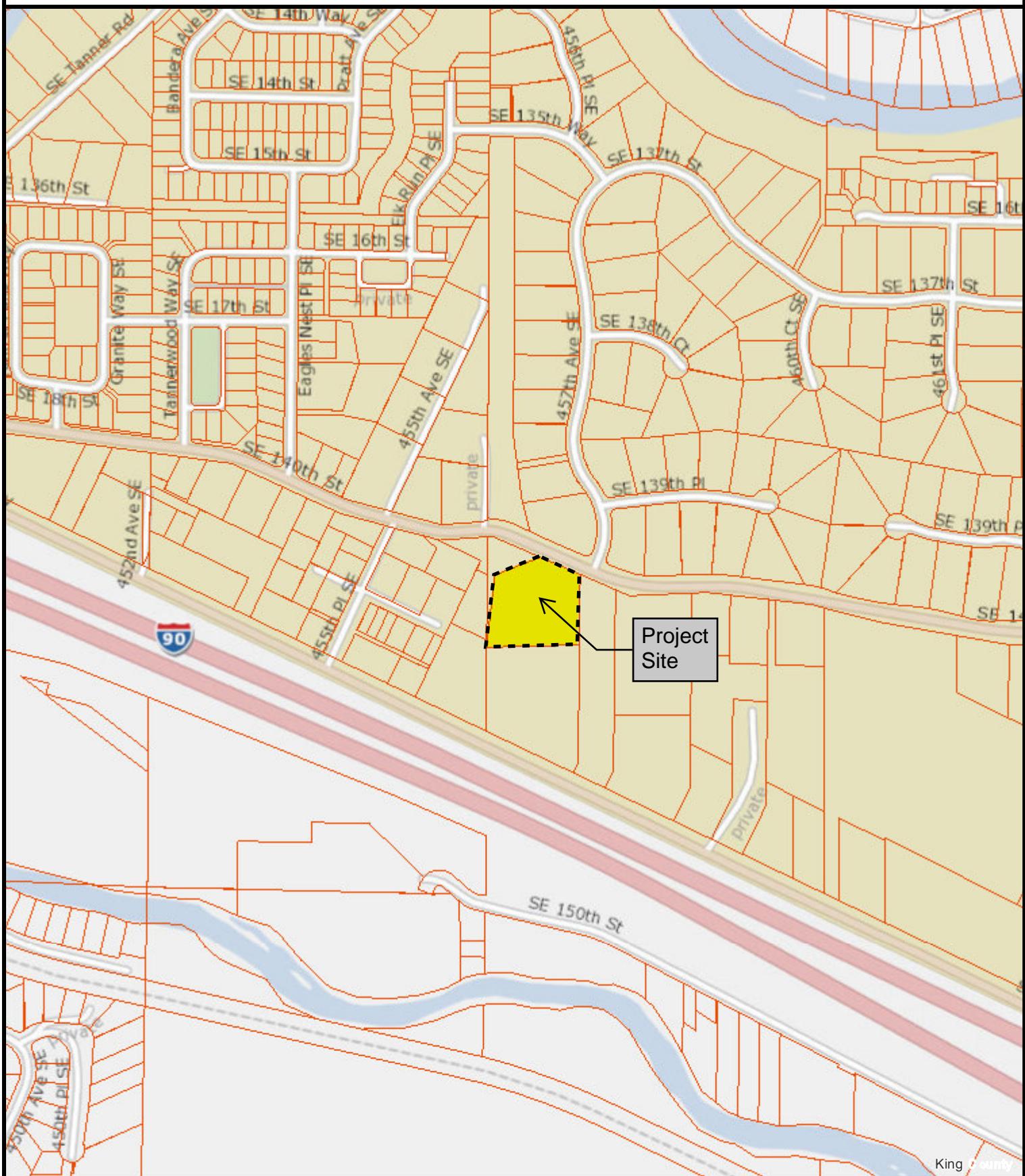
F. Attorneys' Fees and Costs. The arbitrator shall award attorneys' fees, expert witness fees, and costs to the prevailing party, but only if the award to the prevailing party exceeds the mediator's recommendation. Except as otherwise provided in the Agreement, neither party is entitled to payment of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

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

CERTIFICATE(S) OF INSURANCE

SE 140th Street Light Industrial Project

Council Packet April 5, 2022 EXHIBIT B



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Date: 3/3/2022

Notes:



King County

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City Council Agenda Bill

SUBJECT:	Agenda Date: April 5, 2022	AB22-032
Motion Authorizing Contract with Blueline for Housing Needs Assessment and Housing Action Plan	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney - Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Rebecca Deming	X
Cost Impact: \$135,000	Finance – Dawn Masko	
Fund Source: Grant received	Public Works – Mark Rigos	
Timeline: Contract end June 30, 2023		

Attachments: Contract

SUMMARY STATEMENT:

The Cities of North Bend, Carnation, Duvall and Snoqualmie applied for and received funding for a joint Housing Needs Assessment (HNA). Because the supply and affordability of housing is a regional issue, a subregional assessment will allow each City to address housing issues more holistically and ensure housing related burdens are not simply transferred between cities. The subregional housing needs assessment would inform future development of individual housing action plans for all four cities. Combined, the Cities were awarded \$80,000 for this effort and an additional \$10,000 for each individual City. North Bend will serve as lead city.

Another deliverable of the grant is an individual Housing Action Plan (HAP) which will allow the City to complete a thorough assessment of the community's housing needs, encourage affordable and market-rate housing development within the City, retain existing affordable housing, and minimize displacement. The City of North Bend was awarded \$45,000 for this effort.

The City Council approved an Interlocal Cooperation Agreement for the Snoqualmie Valley Housing Needs Assessment which established a contractual arrangement under which the cities will pool a portion of their respective grant funding allocations under the Commerce Grant Agreement to jointly finance a single, comprehensive Housing Needs Assessment on behalf of and encompassing all of the Cities.

The City issued a Request for Proposals (RFP) for the work and staff is recommending Blueline to complete the work for the Sub-regional Housing Needs Assessment, Individual Needs Assessment, and North Bend Housing Action Plan. Attached is the contract with Blueline which includes the work scope with fee (Exhibit A). The proposed contract between the City and Blueline, if approved, would expire on June 30, 2023. City staff recommends approval of the contract with Blueline.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services

COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this item at their March 15, 2022 meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-032, authorizing the Mayor to sign a contract with Blueline for a Housing Needs Assessment and Housing Action Plan, in a form and contact approved by the City Attorney, in an amount not to exceed \$135,000.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
April 5, 2022		

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND BLUELINE**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 5th day of April, 2022, by and between the City of North Bend, a municipal corporation of the State of Washington (“City”) and The Blueline Group, a Limited Liability Company (“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; and

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 ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND 00/100 (\$135,000) 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 April 5, 2022 and ending June 30, 2023 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this Agreement shall be the property of City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, Consultant shall provide to City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by City, all final documents, reports, or studies shall be provided to City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by City or its representatives for any purpose other than the project specified in this Agreement.
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.** Consultant shall indemnify, defend, and hold harmless City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Consultant and City, its officers, officials, employees, and volunteers, Consultant's liability hereunder—including the duty and cost to defend—shall be only to the extent of Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Consultant's waiver of immunity under *Industrial Insurance*, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **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 7.
- 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.

8. 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**.

9. 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 9.
- 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.

10. 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.

11. 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 7(D) herein.

12. 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.

13. 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.

14. 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.

15. Notices. Notices required hereunder shall be delivered via certified U.S. mail to the addresses below:

To the City of North Bend: David Miller, City Administrator
 City of North Bend
 920 SE Cedar Falls Way
 North Bend, Washington 98045
 Phone: (425) 888-1211

To Consultant:

Eric Jensen
Director of Planning
Blueline
25 Central Way, Suite 400
Kirkland, WA 98033
Phone: (425) 250-7281

16. 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.

17. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly and exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its costs of suit, including attorneys' fees and expert witness fees.

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: _____
Rob McFarland, Mayor

BLUELINE

By: Robert Dahn
Printed Name: Robert Dahn
Title: Senior Project Manager

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Lisa Marshall, City Attorney

Project Name: North Bend Regional HNA and Housing Action Plan

Job #: 21-339

Effective Date: April 5, 2022

Project Description

The Blueline Group, LLC (“Blueline”) will perform as the primary consultant, responsible for coordinating the full effort for the Regional Housing Needs Assessment in addition to providing all necessary public outreach, presentations to City bodies, and finalizing city-specific Housing Needs Assessment details for the City of North Bend. Blueline will also produce the accompanying Housing Action Plan.

Task Summary

Task 001	Project Administration/Management
Task 002	Regional Housing Needs Assessment
Task 003	City of North Bend Housing Needs Assessment
Task 004	Draft Housing Action Plan
Task 005	Adoption of Housing Action Plan

Project Schedule

Blueline shall begin work immediately upon receipt of Notice to Proceed and proceed according to the below Project Schedule. Key dates include:

Notice to Proceed	April 2022
Draft Regional Housing Needs Assessment	July 1, 2022
Deliverable 1a – Regional Housing Needs Assessment	September 2, 2022
Draft North Bend Housing Needs Assessment	July 15, 2022
Deliverable 1b – North Bend Housing Needs Assessment	September 2, 2022
Public Engagement.....	May 2022 – September 2022
Draft Public Engagement Results Summary.....	October 29, 2022
Deliverable 2a – Public Engagement Results Summary	December 15, 2022
Draft Housing Action Plan (internal deliverable)	January 7, 2023
Deliverable 2b – Draft Housing Action Plan	January 31, 2023
Housing Action Plan adoption process.....	February – May 2023
Deliverable 3 – Adopted Housing Action Plan	June 15, 2023

Scope of Work

Blueline's scope of work for the project is outlined on the following pages.



Task 001 Project Administration/Management

To initiate the project, we propose to convene a kickoff meeting to confirm details of the scope, timeline, budget, and responsibilities for Blueline, its subconsultant team and staff from the Joint Snoqualmie Valley Cities, adding additional meetings in support if necessary. During this meeting, our team will clarify the data needs from each city and establish a communication and review protocol for the regional HNA. The review process should ensure that the Joint Snoqualmie Valley Cities recognize and understand the Housing Needs Assessment process and findings. The review process will include City staff's review of the draft HNA report and meetings to discuss questions and changes, as needed.

This task is also for general coordination and meetings on the project, including coordination with the City, internal plan review/discussion meetings, subconsultant coordination, and in-house quality assurance. Blueline will prepare monthly invoices for work performed during the previous month.

Finally, this task includes the effort to develop the successful HAPI grant application from which this work is funded.

DELIVERABLES

Deliverables for this action are:

- Monthly invoices
- Successful HAPI grant application

Task 002 Regional Housing Needs Assessment

Blueline will complete a regional housing needs assessment for the Snoqualmie Valley in order to develop strategies to achieve an appropriate mix of housing to meet the needs of the four Snoqualmie Valley Cities' (North Bend, Snoqualmie, Carnation, and Duvall) current and future populations. In partnership with City Staff, Blueline will also host a joint workshop with Planning Commission and City Council to go over the findings of the housing needs assessment before it's finalized.

Specific steps will include:

- Analyze population and employment trends for the subregion, with documentation of the breakdown and trend projections.
- Assessment of the existing and projected housing needs for all income levels. A breakdown of renters and owners earning <50% of the Average Median Income (AMI) (low income), 50% to 80% of the AMI (moderate income), 81% to 120% of AMI (middle income) and 120% - 200% of AMI (high income). The analysis will incorporate a range of data sources including but not limited to Census Bureau data, King County ACS, local data, GMA, PSRC, and others.
- Collection and analysis of local housing stock data, both for-sale and rental (price, appreciation, affordability, age condition).



- Evaluation of the housing needs for special populations (fixed income), senior citizens, veterans, migrant workers, individuals needing transitional/supportive housing, and workforce not currently supported by the market.
- Estimation of the number of households burdened by high housing costs, across all incomes.
- Evaluate community profiles, quantify housing inventory needs (existing and projected), and interpret data on topics such as socio-economic gaps, cost burdens, housing backlogs, affordability needs, and transportation accessibility.
- Review and evaluate current housing element and other relevant policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions, so that the HNA provides a big picture analysis of gaps in policies or strategies.
- Review land capacity analysis and evaluate ability of current zoning to provide for housing needs and all income brackets.
- Analyze effectiveness of current programs, development regulations, and permitting processes related to housing development.
- Identify areas that may be at higher risk of displacement from market forces.
- Hold joint workshop with each Snoqualmie Valley Cities' Planning Commissions and City Councils to review draft housing needs assessments and develop goals and objectives

DELIVERABLES

Deliverables for this action are:

- Draft Regional Housing Needs Assessment
- Final Regional Housing Needs Assessment

Task 003 City of North Bend Housing Needs Assessment

In addition to the regional HNA Report, our team will prepare an individual housing needs assessment for the City of North Bend which will be consistent with the grant requirements and Department of Commerce guidance materials. Each document will be succinct, graphically rich, and will have a clear summary of all data findings and conclusions. This step will build on the data gathering and analysis conducted in Action 1.

DELIVERABLES

Deliverables for this action are:

- Complete data sets used in the analysis with source citations and links to, or copies of, all data sources.
- Charts and graphs to be provided in an editable format to allow for future updating
- Standalone individual Housing Needs Assessment documents, consistent with grant requirements and Department of Commerce guidance materials.

ASSUMPTIONS AND EXCLUSIONS



Blueline assumes City staff will carry out the following the tasks:

- Fill out Housing Element evaluation matrix with outcomes of each current HE policy and factors that led to success/failure
- Provide info about current programs, regulations, and permitting processes aimed at increasing housing supply or addressing affordability
- Provide info about any affordable housing developments or existing social programs in city, if available
- Staff workshop
- Review draft needs assessment and provide feedback prior to PC/CC workshop
- Submit Regional Housing Needs Assessment and North Bend Housing Needs Assessment to Commerce as Deliverables 1a and 1b

If Blueline determines more data or information the City has would be useful in the HNA, they will let the City know as soon as possible.

Task 004 Draft Housing Action Plan

All data gathered from the housing needs assessment will inform the strategies developed to increase the supply and variety of housing types within the City of North Bend. Blueline will outline a plan to make housing, both affordable and market-rate, both owned and rented, accessible to all income levels. Strategies may include zoning code amendments, programs to minimize displacement during periods of redevelopment, path to ownership programs, implementing supportive infrastructure such as utilities or transit options, or financial incentives for affordable housing developers. This action will also include public engagement. We will inform the public on the City's efforts and gather feedback on how the citizens of Stanwood envision their future community.

Specific steps will include:

- Identify stakeholder groups to include in outreach and develop stakeholder survey to gauge barriers to affordable and market-rate housing
- Prepare community survey to identify demands for housing types among current population
- Review and evaluate current housing element and other relevant policies that result in racially disparate impacts, displacement, and exclusion in housing, and identify any policies and regulations to address and begin to undo these impacts
- Develop strategies to increase the supply of housing and variety of housing types needed to serve the housing needs identified in the HNA
- Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from displacement
- Develop strategies to plan for and accommodate existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations



- Develop a schedule of programs and actions to implement the recommendations of the housing action plan
- Study the feasibility of implementing one or more of the actions

DELIVERABLES

Deliverables for this action are:

- Public Engagement Results Summary
- Draft Housing Action Plan

ASSUMPTIONS AND EXCLUSIONS

Blueline assumes City staff will carry out the following the tasks:

- Work with Blueline to develop Public Engagement Plan
- Provide list of stakeholders (may include real estate professionals, both market-rate and affordable housing developers, non-profit organizations that specialize in addressing housing needs, local religious groups, and other key members of the housing market as identified by the City)
- Host open house
- Help distribute survey
- Review draft HAP and provide feedback
- Submit Public Engagement Results Summary and Draft HAP to Commerce as Deliverables 2a and 2b

Task 005 Adoption of Housing Action Plan

Blueline will assist city staff in preparing for final adoption of the housing action plan. For their review, the Planning Commission and City Council will be presented with the draft housing action plan, a corresponding staff report, and a visual presentation that concisely summarizes the work completed.

Specific steps will include:

- Prepare non-project SEPA checklist
- Present draft HAP and hold public hearing before the Planning Commission, make changes as needed
- Present draft HAP before the City Council, make changes as needed
- Prepare resolution for Council adoption

DELIVERABLE

The deliverable for this action is:

- Adopted Housing Action Plan

ASSUMPTIONS AND EXCLUSIONS

Blueline assumes City staff will carry out the following the tasks:

- Staff Planning Commission public hearing



- Staff Council meeting
- Prepare SEPA DNS
- Prepare resolution
- Review Final HAP and provide feedback
- Submit Final HAP to Commerce as Deliverable 3

General Assumptions and Notes

- The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will appear under a separate task called EXPENSES.
- Time and expense items are based on Blueline's current hourly rates.
- These fees stated above are valid if accepted within 30 days of the date of the proposal.
- Blueline reserves the right to adjust fees per current market conditions for tasks not started within a year of contract execution.
- Client revisions requested after the work is completed will be billed at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.



Council Packet April 5, 2022

Task/Step/Deliverables		Timeline										ICG/Group					LOC									
		Hourly Rate	\$200	\$380	\$380	\$380	\$380	\$380	\$380	\$380	\$380	\$375	\$375	\$375	\$375	\$375	\$220	\$150	\$150	\$130	\$130					
Task 001	Project Administration/Management																									
	Step 1.1 Kick-off and Scope Refinement	4	\$400	4	\$720	10	\$1,600	18	\$3,120														\$3,120			
	Step 1.2 Project Administration/Management	14	\$2,800	16	\$2,880	4	\$640	34	\$6,320														\$6,320			
Task 002	Regional Housing Needs Assessment																									
	Step 2.1 Analyze population and employment trends																									
	Quantify existing and projected housing needs																									
	Step 2.2 Gather and analyze data on existing housing stock																									
	Step 2.3 Review and evaluate current policies and documents																									
	Step 2.4 Review land capacity analysis and current zoning																									
	Step 2.5 Analyze programs, regulations, and permitting processes																									
	Step 2.6 Identify areas at risk of displacement from market forces																									
	Step 2.7 Draft Regional Housing Needs Assessment Report																									
	Step 2.8 Joint workshops with Planning Commission and City Council	4	\$800	10	\$1,600	14	\$2,240	38	\$4,480														\$9,729			
	Step 2.9 Prepare final regional HNA report	4	\$800	8	\$1,440	8	\$1,280	20	\$6,520	2	\$644	2	\$403	4	\$621	1	\$1,668	4	\$1,012	8	\$1,380	8	\$1,196	20	\$3,588	\$8,776
Task 003	Health Bond Housing Needs Assessment																									
	Step 3.1 Develop city-specific elements for individual cities housing needs	8	\$1,600	20	\$3,200	29	\$4,640	57	\$9,800																	
Task 004	Draft Housing Action Plan																									
	Step 4.1 Identify stakeholder groups	2	\$400	4	\$720	10	\$1,500	15	\$2,700																	
	Step 4.2 Prepare community survey	2	\$400	4	\$720	12	\$1,920	18	\$3,000																	
	Step 4.3 Develop strategies to increase the supply of housing	2	\$400	4	\$720	20	\$3,200	25	\$4,300																	
	Step 4.4 Develop anti-displacement strategies	2	\$400	4	\$720	10	\$1,600	16	\$2,700																	
	Step 4.5 Develop strategies to accommodate existing/projected needs of community	2	\$400	8	\$1,440	16	\$2,560	26	\$4,400																	
	Step 4.6 Develop a schedule of programs and actions	2	\$400	4	\$720	8	\$1,280	14	\$2,400																	
	Step 4.7 Study the feasibility of implementing one or more of the actions	2	\$400	12	\$2,160	25	\$4,000	39	\$8,600																	
Task 005	Adoption of Housing Action Plan																									
	Step 5.1 Present draft HAP before the Planning Commission	2	\$400	6	\$1,080	10	\$1,600	18	\$3,100																	
	Step 5.2 Present draft HAP before the City Council	2	\$400	6	\$1,080	10	\$1,500	18	\$3,100																	
	Step 5.3 Prepare resolution for Council adoption	2	\$400	8	\$1,440	14	\$2,240	24	\$4,400																	
	Expenses																									
	Subtotal(s)	54	\$10,800	118	\$21,240	200	\$32,000	372	\$65,000	48	\$15,456	158	\$26,163	120	\$18,630	208	\$66,000	12	\$3,036	22	\$3,795	22	\$3,295	56	\$10,000	\$1,000
	Total Project Budget																									

* Data include 2 additional hours

Exhibit B

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)
LLC with the tax classification S corporation

TIN#: 91-2191569

SS#: - -

Print Name: Sarah Zwaagstra

Print Title: Office Coordinator

Business Name: The Blueline Group

Business Address: 25 Central Way

Business Phone: 425-216-4051

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 identify 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: April 5, 2022	AB22-033
Resolution Accepting Bids and Awarding Construction Contract for the NE 6th Street Watermain Replacement Project to D&G Backhoe, Inc.	Department/Committee/Individual	
Cost Impact: NTE \$1,523,384.52	Mayor Rob McFarland	
Fund Source: Water, Storm Drainage, and Pavement Overlay funds	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Comm & Econ Development – Rebecca Deming	
	Finance – Dawn Masko	
	Public Works – Mark Rigos, P.E.	X
Attachments: Resolution, Bid Tabulation		
SUMMARY STATEMENT:		
The City of North Bend (City) continues to find ways to reduce its water distribution system leakage by replacing old AC (asbestos concrete) watermains throughout the City. The Silver Creek neighborhood contains a significant amount of AC watermain and the City puts a high priority on replacement. Much of the AC in this area is past its useful life. In addition to the AC replacement, there is failing pavement in the project area that will be repaired. Additionally, there are several drainage collection and conveyance systems that will be removed.		
The location of the project in Silver Creek is as follows: NE 6 th Street Watermain Replacement project will replace watermain and fix failed roadway sections along 6 th St. between Ballarat Ave. NE and Thrasher Ave., on Janet Ave. NE from 6 th St. to the south, on Orchard Ave. NE from 6 th St. to the south, on Merritt Ave. NE from 6 th St. to the South and on Thrasher Ave. NE from 6 th St. to NE 4 th St. The project includes, but is not limited to, watermain replacement; water service replacement; fire hydrant replacement; road reconstruction; miscellaneous surface restoration; traffic control; and other work as required to complete the project.		
City staff began the engineering design of the project in 2021 and advertised this project for construction bids in February 2022. Bids were due by 2:00 p.m. Thursday, March 17, 2022, and ten (10) bids were received by the City. Bid tabulation results are attached and range from approximately \$1,523,384.52 to \$2,033,033. The engineer's estimate was \$1,646,000.		
The lowest bid was provided by D&G Backhoe, Inc. in the amount of \$1,523,384.52 including all applicable taxes. City staff have performed the appropriate background checks on D&G and recommend award of this contract to D&G.		
This project will be funded with water, storm, and overlay funds.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on March 22, 2022 and was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB22-033, a resolution accepting bids and awarding the construction contract for the NE 6th Street		

City Council Agenda Bill

Watermain Replacement Project to D&G Backhoe, Inc., in an amount not to exceed \$1,523,384.52.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 5, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE NE 6TH STREET WATERMAIN REPLACEMENT PROJECT

WHEREAS, the City has determined that the old Asbestos Concrete (AC) watermain pipes at NE 6th Street need to be replaced with Ductile Iron (DI) watermains that have a longer lifespan and have decrease leakage (hereafter the “Project”); and

WHEREAS, the Project shall include, but is not limited to traffic control, replacement of watermain, street pavement repair, improvements to the storm drainage collection and conveyance system; and

WHEREAS, the Project is funded by Water, Storm, and Pavement Overlay Capital Project funds; and

WHEREAS, bid documents were posted on Builders Exchange and advertised on February 18th and 25th, 2022 in the Snoqualmie Valley Record and February 17th and 24th in the Daily Journal of Commerce and the City accepted bids up until Thursday, March 17, 2022 at 2:00 p.m.; and

WHEREAS, the City received bids from ten (10) contractors and D&G Backhoe, Inc.’s bid is the lowest responsible bid in the amount of \$1,523,384.52, 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 NE 6th Street Watermain Replacement Project are accepted.

Section 2. The construction contract for the NE 6th Street Watermain Replacement

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Project, is awarded to D&G Backhoe, in the amount of \$1,523,384.52 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 5TH DAY OF
APRIL, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

Prepared By:

Tom Mohr

Checked By:

Carrie Smith

Item No.	SCHEDULE A - Water	Engineer's Estimate			Average of All Bids			D&G Backhoe Inc.			Fury Site Works, Inc.			Quilceda Excavation Inc.			Ceccanti		
		Quantity	Units	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount
A1	Minor Changes	1	EST	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
A2	Roadway Surveying	1	LS	\$2,500.00	\$ 2,500.00	\$ 7,347.28	\$ 7,347.28	\$ 2,500.00	\$ 2,500.00	\$ 7,122.80	\$ 7,122.80	\$ 8,000.00	\$ 8,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	
A3	Potholing Existing Utilities	1	LS	\$10,000.00	\$ 10,000.00	\$ 14,026.86	\$ 14,026.86	\$ 3,500.00	\$ 3,500.00	\$ 12,598.60	\$ 12,598.60	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
A4	Mobilization, Cleanup, Demobilization	1	LS	\$112,000.00	\$ 112,000.00	\$ 78,827.63	\$ 78,827.63	\$ 81,000.00	\$ 81,000.00	\$ 37,776.27	\$ 37,776.27	\$ 70,000.00	\$ 70,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	
A5	Project Temporary Traffic Control	1	LS	\$62,000.00	\$ 62,000.00	\$ 78,624.21	\$ 78,624.21	\$ 40,000.00	\$ 40,000.00	\$ 59,312.07	\$ 59,312.07	\$ 100,000.00	\$ 100,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	
A6	Clearing and Grubbing	1	LS	\$2,500.00	\$ 2,500.00	\$ 3,395.12	\$ 3,395.12	\$ 1,000.00	\$ 1,000.00	\$ 1.20	\$ 1.20	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
A7	Removal of Structures and Obstructions	1	LS	\$5,000.00	\$ 5,000.00	\$ 33,263.22	\$ 33,263.22	\$ 5,000.00	\$ 5,000.00	\$ 13,727.82	\$ 13,727.82	\$ 1,500.00	\$ 1,500.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	
A8	Unsuitable Foundation Excavation Incl. Haul	65	CY	\$50.00	\$ 50.00	\$ 65.05	\$ 65.05	\$ 4,227.99	\$ 4,227.99	\$ 108.71	\$ 108.71	\$ 7,066.15	\$ 7,066.15	\$ 44.00	\$ 44.00	\$ 2,860.00	\$ 2,860.00	\$ 30.00	
A9	Crushed Surfacing	4,440	TN	\$35.00	\$ 155,400.00	\$ 26.58	\$ 26.58	\$ 18,032.96	\$ 18,032.96	\$ 0.10	\$ 0.10	\$ 444.00	\$ 444.00	\$ 32.00	\$ 32.00	\$ 142,080.00	\$ 142,080.00	\$ 22.00	
A10	HMA Cl. 1/2" PG 58H-22 Temporary Trench Patch	205	TN	\$120.00	\$ 24,600.00	\$ 191.44	\$ 191.44	\$ 39,245.61	\$ 39,245.61	\$ 0.10	\$ 0.10	\$ 20.50	\$ 20.50	\$ 272.82	\$ 272.82	\$ 95.00	\$ 95.00	\$ 19,475.00	
A11	HMA Cl. 1/2" PG 58H-22 Permanent Trench Patch	555	TN	\$150.00	\$ 83,250.00	\$ 184.22	\$ 184.22	\$ 102,241.55	\$ 102,241.55	\$ 225.00	\$ 225.00	\$ 124,875.00	\$ 124,875.00	\$ 165.00	\$ 165.00	\$ 91,575.00	\$ 91,575.00	\$ 170.00	
A12	Ductile Iron Pipe for Water Main 8 in. Diam., Class 52, Incl. Fittings	3,925	LF	\$100.00	\$ 392,500.00	\$ 105.31	\$ 105.31	\$ 413,333.90	\$ 413,333.90	\$ 126.60	\$ 126.60	\$ 496,905.00	\$ 496,905.00	\$ 109.75	\$ 109.75	\$ 430,768.75	\$ 430,768.75	\$ 90.00	
A13	Ductile Iron Pipe for Water Main 6 in. Diam., Class 52, Incl. Fittings	35	LF	\$110.00	\$ 3,850.00	\$ 127.76	\$ 127.76	\$ 4,471.67	\$ 4,471.67	\$ 120.25	\$ 120.25	\$ 4,208.75	\$ 4,208.75	\$ 94.41	\$ 94.41	\$ 3,304.35	\$ 3,304.35	\$ 140.00	
A14	Ductile Iron Pipe for Water Main 4 in. Diam., Class 52, Incl. Fittings	120	LF	\$100.00	\$ 12,000.00	\$ 106.59	\$ 106.59	\$ 12,790.20	\$ 12,790.20	\$ 120.25	\$ 120.25	\$ 14,430.00	\$ 14,430.00	\$ 104.48	\$ 104.48	\$ 12,537.60	\$ 12,537.60	\$ 150.00	
A15	Additional Ductile Iron Fittings	1,000	LB	\$2.00	\$ 2,000.00	\$ 3.05	\$ 3.05	\$ 3,048.00	\$ 3,048.00	\$ 0.10	\$ 0.10	\$ 100.00	\$ 100.00	\$ 0.01	\$ 0.01	\$ 4.50	\$ 4.50	\$ 2.00	
A16	Connections to Existing Water System	10	EA	\$3,000.00	\$ 30,000.00	\$ 3,771.46	\$ 3,771.46	\$ 3,500.00	\$ 3,500.00	\$ 35,000.00	\$ 35,000.00	\$ 7,026.11	\$ 7,026.11	\$ 70,261.10	\$ 70,261.10	\$ 2,200.00	\$ 2,200.00	\$ 1,000.00	
A17	Controlled Low Strength Material for Pipe Abandonment (CLSM)	35	CY	\$200.00	\$ 7,000.00	\$ 454.53	\$ 454.53	\$ 15,908.69	\$ 15,908.69	\$ 500.00	\$ 500.00	\$ 17,500.00	\$ 17,500.00	\$ 542.50	\$ 542.50	\$ 24,457.65	\$ 24,457.65	\$ 750.00	
A18	Shoring and Trench Safety	1	LS	\$2,500.00	\$ 2,500.00	\$ 3,351.15	\$ 3,351.15	\$ 1,000.00	\$ 1,000.00	\$ 643.52	\$ 643.52	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	
A19	2 In. Blowoff Assembly	3	EA	\$2,600.00	\$ 7,800.00	\$ 8,609.34	\$ 8,609.34	\$ 2,800.00	\$ 2,800.00	\$ 8,400.00	\$ 8,400.00	\$ 2,980.00	\$ 2,980.00	\$ 8,940.00	\$ 8,940.00	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	
A20	Gate Valve 8 in. Diam.	22	EA	\$1,500.00	\$ 33,000.00	\$ 44,524.55	\$ 44,524.55	\$ 1,850.00	\$ 1,850.00	\$ 40,700.00	\$ 40,700.00	\$ 2,604.00	\$ 2,604.00	\$ 57,288.00	\$ 57,288.00	\$ 1,000.00	\$ 1,000.00	\$ 22,000.00	
A21	Fire Hydrant Assembly	8	EA	\$6,000.00	\$ 48,000.00	\$ 7,984.68	\$ 7,984.68	\$ 64,932.00	\$ 64,932.00	\$ 8,124.00	\$ 8,124.00	\$ 7,528.28	\$ 7,528.28	\$ 60,226.24	\$ 60,226.24	\$ 7,500.00	\$ 7,500.00	\$ 60,000.00	
A22	Short Side Water Service Connection	28	EA	\$2,000.00	\$ 56,000.00	\$ 2,154.03	\$ 2,154.03	\$ 60,312.90	\$ 60,312.90	\$ 2,125.00	\$ 2,125.00	\$ 48,636.56	\$ 48,636.56	\$ 1,800.00	\$ 1,800.00	\$ 50,400.00	\$ 50,400.00	\$ 33,600.00	
A23	Long Side Water Service Connection	25	EA	\$2,200.00	\$ 55,000.00	\$ 2,442.45	\$ 2,442.45	\$ 61,061.20	\$ 61,061.20	\$ 2,100.00	\$ 2,100.00	\$ 52,500.00	\$ 52,500.00	\$ 2,200.00	\$ 2,200.00	\$ 55,000.00	\$ 55,000.00	\$ 43,750.00	
A24	Customer Side Reconnection Over 10 Feet	25	LF	\$50.00	\$ 1,250.00	\$ 68.04	\$ 68.04	\$ 1,700.88	\$ 1,700.88	\$ 10.00	\$ 10.00	\$ 250.00	\$ 250.00	\$ 8.00	\$ 8.00	\$ 421.25	\$ 421.25	\$ 13.00	
	Bid Schedule A Subtotal			\$ 1,121,400.00	\$ 1,121,400.00	\$ 1,219,936.93	\$ 1,219,936.93	\$ 1,065,125.25	\$ 1,065,125.25	\$ 1,154,661.20	\$ 1,154,661.20	\$ 1,093,953.00	\$ 1,093,953.00	\$ 1,154,130.00	\$ 1,154,130.00	\$ 1,093,953.00	\$ 1,093,953.00	\$ 1,154,130.00	
	Sales Tax (9.0%)			\$ 100,926	\$ 100,926	\$ 109,794	\$ 109,794	\$ 98,456	\$ 98,456	\$ 103,920	\$ 103,920	\$ 103,872	\$ 103,872	\$ 1,258,580.71	\$ 1,258,580.71	\$ 1,258,001.70	\$ 1,258,001.70	\$ 1,258,001.70	
	Bid Schedule A Total			\$ 1,222,326	\$ 1,222,326	\$ 1,329,731.25	\$ 1,329,731.25	\$ 1,160,986.52	\$ 1,160,986.52	\$ 1,258,580.71	\$ 1,258,580.71	\$ 1,258,001.70	\$ 1,258,001.70	\$ 1,258,001.70	\$ 1,258,001.				

Item No.	SCHEDULE B - Road and Storm	Quantity	Units	Unit Price	Contract Amount	Average of All Bids			Quilceda Excavation Inc.			Fury Site Works Inc.			D&G Backhoe Inc.			Ceccanti		
						Unit Price	Contract Amount	Unit Price	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount		
B1	Minor Changes	1	EST	\$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	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
B2	Record Drawings	1	LS	\$1,000.00	\$ 1,000.00	\$ 1,457.92	\$ 1,457.92	\$ 1,000.00	\$ 1,079.21	\$ 1,000.00	\$ 1,079.21	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		
B3	Roadway Surveying	1	LS	\$1,000.00	\$ 1,000.00	\$ 3,928.26	\$ 3,928.26	\$ 2,500.00	\$ 3,237.64	\$ 2,500.00	\$ 3,237.64	\$ 2,500.00	\$ 3,237.64	\$ 2,500.00	\$ 3,237.64	\$ 2,500.00	\$ 3,237.64	\$ 2,500.00		
B4	SPCC Plan	1	LS	\$2,000.00	\$ 2,000.00	\$ 679.98	\$ 679.98	\$ 1,000.00	\$ 299.78	\$ 1,000.00	\$ 299.78	\$ 1,000.00	\$ 299.78	\$ 1,000.00	\$ 299.78	\$ 1,000.00	\$ 299.78	\$ 1,000.00		
B5	Mobilization, Cleanup, Demobilization	1	LS	\$42,000.00	\$ 42,000.00	\$ 44,211.51	\$ 44,211.51	\$ 41,000.00	\$ 801.40	\$ 41,000.00	\$ 801.40	\$ 40,000.00	\$ 801.40	\$ 41,000.00	\$ 801.40	\$ 40,000.00	\$ 801.40	\$ 41,000.00		
B6	Project Temporary Traffic Control	1	LS	\$15,000.00	\$ 15,000.00	\$ 53,644.73	\$ 53,644.73	\$ 20,000.00	\$ 11,112.33	\$ 20,000.00	\$ 11,112.33	\$ 20,000.00	\$ 11,112.33	\$ 20,000.00	\$ 11,112.33	\$ 20,000.00	\$ 11,112.33	\$ 20,000.00		
B7	Clearing and Grubbing	1	LS	\$2,500.00	\$ 2,500.00	\$ 12,272.62	\$ 12,272.62	\$ 1,000.00	\$ 1,20	\$ 1,000.00	\$ 1,20	\$ 1,000.00	\$ 1,20	\$ 1,000.00	\$ 1,20	\$ 1,000.00	\$ 1,20	\$ 1,000.00		
B8	Removal of Structures and Obstructions	1	LS	\$2,000.00	\$ 2,000.00	\$ 14,051.63	\$ 14,051.63	\$ 5,000.00	\$ 11,559.34	\$ 5,000.00	\$ 11,559.34	\$ 5,000.00	\$ 11,559.34	\$ 5,000.00	\$ 11,559.34	\$ 5,000.00	\$ 11,559.34	\$ 5,000.00		
B9	Sawcutting	890	LF	\$4.50	\$ 4,005.00	\$ 3.95	\$ 3.95	\$ 2,225.00	\$ 2.57	\$ 2,225.00	\$ 2.57	\$ 2,225.00	\$ 2.57	\$ 2,225.00	\$ 2.57	\$ 2,225.00	\$ 2.57	\$ 2,225.00		
B10	Roadway Excavation Incl. Haul	1,300	CY	\$65.00	\$ 84,500.00	\$ 45.49	\$ 45.49	\$ 69,693.00	\$ 49.59	\$ 69,693.00	\$ 49.59	\$ 69,693.00	\$ 49.59	\$ 69,693.00	\$ 49.59	\$ 69,693.00	\$ 49.59	\$ 69,693.00		
B11	Unsuitable Foundation Excavation Incl. Haul	325	CY	\$50.00	\$ 16,250.00	\$ 20.00	\$ 20.00	\$ 6,500.00	\$ 43.04	\$ 6,500.00	\$ 43.04	\$ 6,500.00	\$ 43.04	\$ 6,500.00	\$ 43.04	\$ 6,500.00	\$ 43.04	\$ 6,500.00		
B12	Crushed Surfacing	1,570	TN	\$35.00	\$ 54,950.00	\$ 31.39	\$ 31.39	\$ 49,280.73	\$ 25.00	\$ 49,280.73	\$ 25.00	\$ 49,280.73	\$ 25.00	\$ 49,280.73	\$ 25.00	\$ 49,280.73	\$ 25.00	\$ 49,280.73		
B13	HMA Cl. 1/2" PG 58-H-22 Roadway Reconstruction	770	TN	\$150.00	\$ 115,500.00	\$ 147.86	\$ 147.86	\$ 113,851.43	\$ 144.00	\$ 113,851.43	\$ 144.00	\$ 113,851.43	\$ 144.00	\$ 113,851.43	\$ 144.00	\$ 113,851.43	\$ 144.00	\$ 113,851.43		
B14	Drywell	15	EA	\$3,000.00	\$ 45,000.00	\$ 1,741.99	\$ 1,741.99	\$ 26,129.79	\$ 2,000.00	\$ 26,129.79	\$ 2,000.00	\$ 26,129.79	\$ 2,000.00	\$ 26,129.79	\$ 2,000.00	\$ 26,129.79	\$ 2,000.00	\$ 26,129.79		
B15	Shoring and Trench Safety	1	LS	\$1,000.00	\$ 1,000.00	\$ 1,608.31	\$ 1,608.31	\$ 1,000.00	\$ 8.05	\$ 1,000.00	\$ 8.05	\$ 1,000.00	\$ 8.05	\$ 1,000.00	\$ 8.05	\$ 1,000.00	\$ 8.05	\$ 1,000.00		
B16	Erosion Control/ Water Pollution Control	1	LS	\$2,000.00	\$ 2,000.00	\$ 9,448.75	\$ 9,448.75	\$ 2,500.00	\$ 8,687.51	\$ 2,500.00	\$ 8,687.51	\$ 2,500.00	\$ 8,687.51	\$ 2,500.00	\$ 8,687.51	\$ 2,500.00	\$ 8,687.51	\$ 2,500.00		
B17	Property Restoration	1	LS	\$7,000.00	\$ 7,000.00	\$ 5,158.61	\$ 5,158.61	\$ 5,000.00	\$ 3,861.11	\$ 5,000.00	\$ 3,861.11	\$ 5,000.00	\$ 3,861.11	\$ 5,000.00	\$ 3,861.11	\$ 5,000.00	\$ 3,861.11	\$ 5,000.00		
B18	Topsoil Type A	40	CY	\$75.00	\$ 3,000.00	\$ 76.50	\$ 76.50	\$ 3,060.00	\$ 55.00	\$ 3,060.00	\$ 55.00	\$ 3,060.00	\$ 55.00	\$ 3,060.00	\$ 55.00	\$ 3,060.00	\$ 55.00	\$ 3,060.00		
B19	Concrete Curb and Gutter	90	LF	\$75.00	\$ 6,750.00	\$ 64.47	\$ 64.47	\$ 5,802.39	\$ 60.00	\$ 5,802.39	\$ 60.00	\$ 5,802.39	\$ 60.00	\$ 5,802.39	\$ 60.00	\$ 5,802.39	\$ 60.00	\$ 5,802.39		
B20	Cement Concrete Driveway	30	SY	\$200.00	\$ 6,000.00	\$ 154.95	\$ 154.95	\$ 4,648.50	\$ 4,500.00	\$ 4,648.50	\$ 4,500.00	\$ 4,648.50	\$ 4,500.00	\$ 4,648.50	\$ 4,500.00	\$ 4,648.50	\$ 4,500.00	\$ 4,648.50		
B21	Cement Concrete Sidewalk	30	SY	\$130.00	\$ 3,900.00	\$ 129.69	\$ 129.69	\$ 3,890.70	\$ 125.00	\$ 3,890.70	\$ 125.00	\$ 3,890.70	\$ 125.00	\$ 3,890.70	\$ 125.00	\$ 3,890.70	\$ 125.00	\$ 3,890.70		
B22	Pavement Markings	1	LS	\$3,000.00	\$ 3,000.00	\$ 3,677.85	\$ 3,677.85	\$ 3,000.00	\$ 5,396.06	\$ 3,000.00	\$ 5,396.06	\$ 3,000.00	\$ 5,396.06	\$ 3,000.00	\$ 5,396.06	\$ 3,000.00	\$ 5,396.06	\$ 3,000.00		
Bid Schedule B Subtotal		\$ 423,355.00		\$ 447,327.21	\$ 447,327.21	\$ 447,327.21	\$ 447,327.21	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00		
Bid Schedule B Total		\$ 423,355.00		\$ 447,327.21	\$ 447,327.21	\$ 447,327.21	\$ 447,327.21	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00		
Schedule B Grand Total (excluding sales tax)		\$ 423,355.00		\$ 447,327.21	\$ 447,327.21	\$ 447,327.21	\$ 447,327.21	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	\$ 362,398.00	
Schedule B Grand Total (including sales tax)		\$ 1,645,681.00		\$ 1,777,058.47	\$ 1,777,058.47	\$ 1,777,058.47	\$ 1,777,058.47	\$ 1,523,384.52	\$ 1,573,019.54	\$ 1,573,019.54	\$ 1,573,019.54	\$ 1,573,019.54	\$ 1,573,019.54	\$ 1,573,019.54	\$ 1,573,019.54	\$ 1,573,019.54	\$ 1,573,019.54	\$ 1,573,019.54	\$ 1,573,019.54	
Schedule A and B Grand Total (including sales tax)		\$ 1,645,681.00		\$ 1,777,058.47	\$ 1,777,058.47	\$ 1,777,058.47	\$ 1,777,058.47	\$ 1,523,384.52	\$ 1,573,019.54											

City of North Bend
6th Street Watermain Replacement Project
BLUELINE PROJECT NO. 20-066
BID OPENING TIME: March 17, 2022 2:00 PM
PROJECT ENGINEER: Tom Mohr, PE
CONSULTING ENGINEER: BLUELINE

Northwest Cascade, Inc										ACI		
CR Construction					RW Scott Construction			Pivetta Brother's Construction			Marshbank Construction	
Item No.	SCHEDULE A - Water				Quantity	Units	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount
A1	Minor Changes		1	EST	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
A2	Roadway Surveying		1	LS	\$ 10,600.00	\$ 10,600.00	\$ 9,000.00	\$ 9,000.00	\$ 6,475.00	\$ 6,475.00	\$ 6,700.00	\$ 6,575.00
A3	Potholing Existing Utilities		1	LS	\$ 4,800.00	\$ 4,800.00	\$ 1,500.00	\$ 1,500.00	\$ 80,120.00	\$ 80,120.00	\$ 6,000.00	\$ 11,000.00
A4	Mobilization, Cleanup, Demobilization		1	LS	\$ 5,000.00	\$ 5,000.00	\$ 61,000.00	\$ 61,000.00	\$ 115,000.00	\$ 115,000.00	\$ 125,000.00	\$ 13,250.00
A5	Project Temporary Traffic Control		1	LS	\$ 97,180.00	\$ 97,180.00	\$ 82,000.00	\$ 82,000.00	\$ 87,750.00	\$ 87,750.00	\$ 50,000.00	\$ 80,000.00
A6	Clearing and Grubbing		1	LS	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,450.00	\$ 5,450.00	\$ 8,000.00	\$ 1,000.00
A7	Removal of Structures and Obstructions		1	LS	\$ 89,329.33	\$ 89,329.33	\$ 7,500.00	\$ 7,500.00	\$ 45,325.00	\$ 45,325.00	\$ 30,000.00	\$ 60,250.00
A8	Unsuitable Foundation Excavation Incl. Haul		65	CY	\$ 84.85	\$ 5,515.25	\$ 70.00	\$ 4,550.00	\$ 97.40	\$ 6,331.00	\$ 50.00	\$ 3,250.00
A9	Crushed Surfacing		4,440	TN	\$ 34.30	\$ 152,292.00	\$ 20.00	\$ 88,800.00	\$ 39.55	\$ 175,602.00	\$ 20.00	\$ 88,800.00
A10	HMA Cl. 1-1/2" PG 58H-22 Temporary Trench Patch		205	TN	\$ 165.00	\$ 33,825.00	\$ 200.00	\$ 41,000.00	\$ 228.50	\$ 46,842.50	\$ 280.00	\$ 57,400.00
A11	HMA Cl. 1-1/2" PG 58H-22 Permanent Trench Patch		555	TN	\$ 165.00	\$ 91,575.00	\$ 180.00	\$ 99,900.00	\$ 174.40	\$ 96,792.00	\$ 170.00	\$ 94,350.00
A12	Ductile Iron Pipe for Water Main 8 In. Diam., Class 52, Incl. Fittings		3,925	LF	\$ 85.73	\$ 336,490.25	\$ 142.00	\$ 557,350.00	\$ 84.00	\$ 329,700.00	\$ 120.00	\$ 471,000.00
A13	Ductile Iron Pipe for Water Main 6 In. Diam., Class 52, Incl. Fittings		35	LF	\$ 81.96	\$ 2,868.60	\$ 100.00	\$ 3,500.00	\$ 365.00	\$ 12,775.00	\$ 105.00	\$ 3,395.00
A14	Ductile Iron Pipe for Water Main 4 In. Diam., Class 52, Incl. Fittings		120	LF	\$ 90.67	\$ 10,880.40	\$ 100.00	\$ 12,000.00	\$ 99.45	\$ 11,934.00	\$ 105.00	\$ 13,440.00
A15	Additional Ductile Iron Fittings		1,000	LB	\$ 3.32	\$ 3,320.00	\$ 5.00	\$ 5,000.00	\$ 4.55	\$ 4,550.00	\$ 3.00	\$ 3,000.00
A16	Connections to Existing Water System		10	EA	\$ 2,250.51	\$ 22,505.10	\$ 4,600.00	\$ 46,000.00	\$ 4,000.00	\$ 34,380.00	\$ 4,000.00	\$ 6,000.00
A17	Controlled Low Strength Material for Pipe Abandonment (CLSM)		35	CY	\$ 150.00	\$ 5,250.00	\$ 400.00	\$ 14,000.00	\$ 5,000.00	\$ 5,668.00	\$ 450.00	\$ 9,399.25
A18	Shoring and Trench Safety		1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,600.00	\$ 9,600.00	\$ 8,000.00	\$ 5,668.00
A19	2 In. Blowoff Assembly		3	EA	\$ 3,407.81	\$ 10,223.43	\$ 3,200.00	\$ 9,600.00	\$ 2,218.00	\$ 2,218.00	\$ 2,400.00	\$ 3,000.00
A20	Gate Valve 8 In. Diam.		22	EA	\$ 2,181.47	\$ 47,992.34	\$ 1,900.00	\$ 41,800.00	\$ 48,796.00	\$ 48,796.00	\$ 2,300.00	\$ 50,600.00
A21	Fire Hydrant Assembly		8	EA	\$ 8,084.50	\$ 64,676.00	\$ 8,000.00	\$ 64,000.00	\$ 8,260.00	\$ 66,080.00	\$ 7,500.00	\$ 9,150.00
A22	Short Side Water Service Connection		28	EA	\$ 66,424.40	\$ 2,372.30	\$ 2,200.00	\$ 61,600.00	\$ 55,888.00	\$ 89,600.00	\$ 1,800.00	\$ 50,400.00
A23	Long Side Water Service Connection		25	EA	\$ 2,317.60	\$ 57,940.00	\$ 2,250.00	\$ 56,250.00	\$ 3,400.00	\$ 60,625.00	\$ 2,450.00	\$ 61,250.00
A24	Customer Side Reconnection Over 10 Feet		25	LF	\$ 250.00	\$ 6,250.00	\$ 100.00	\$ 2,500.00	\$ 76.00	\$ 1,900.00	\$ 80.00	\$ 2,000.00
Bid					\$ 1,144,437.10	\$ 1,288,850.00			\$ 1,324,912.75	\$ 1,329,955.00		\$ 1,328,520.00
					\$ 102,999	\$ 115,997			\$ 119,242	\$ 114,296		\$ 119,567
					\$ 1,247,436.44	\$ 1,404,154.90			\$ 1,384,250.95	\$ 1,448,086.80		\$ 1,448,086.80

chedule A Grand Total \$ 1,144,437.10
chedule A Grand Total \$ 1,247,436.44

City of North Bend
6th Street Watermain Replacement Project
BLUELINE PROJECT NO. 20-066
DID OPENING TIME: March 17, 2022 2:00 PM
PROJECT ENGINEER: Tom Mohr, PE
CONSULTING ENGINEER: BLUELINE

Schedule B Grand Total	\$ 452,669.35	\$ 435,205.00	\$ 427,984.75	\$ 436,110.00	\$ 602,125.00	\$ 584,946.20
Schedule B Grand Total	\$ 452,669.35	\$ 435,205.00	\$ 427,984.75	\$ 436,110.00	\$ 602,125.00	\$ 584,946.20
Total (including sales tax)	\$ 1,700,105.79	\$ 1,840,051.50	\$ 1,872,139.65	\$ 1,934,669.25	\$ 1,986,375.95	\$ 2,033,033.00

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City Council Agenda Bill

SUBJECT:	Agenda Date: April 5, 2022	AB22-034
Motion Authorizing Purchase of Two Electric Vehicles from Washington State Department of Enterprise Services (DES) and the Mayor to Execute any Related Contracts	Department/Committee/Individual	
Cost Impact: \$96,000 including sales tax	Mayor Rob McFarland	
Fund Source: Public Works Replace. Fund	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Dawn Masko	
	Public Works – Mark Rigos	X

Attachments: Exhibit A - Quote, Exhibit B - Brochure

SUMMARY STATEMENT:

Using the Washington State Department of Enterprise Services (DES) contract(s), the City (City) of North Bend Public Works Department has reviewed several electric vehicle (EV) models for purchase. The City is desiring to diversify its existing fleet breadth by adding EVs to it. ICE (internal combustion engines) vehicles are certainly needed for powering snowplows and fully loaded trucks, but EVs can have their place in a Public Works fleet for projects that don't require as much power.

The two vehicles requested to be purchased are EVs. City staff considered the Chevrolet EV Silverado, but it's not available until late 2023 or 2024. The world's supply chain of procuring new vehicles is taking longer in 2022 compared to prior years. City staff also considered the Ford EV Lightning. Delivery of the Lightning would take approximately 30 weeks from date of purchase, so the EVs could be delivered to the City in late 2022. The purchase of two vehicles was approved during the Fall 2021 Decision Card process. A large benefit of expanding the fleet to EV is that the City's fuel costs will decrease.

Each Lightning costs less than \$48,000 including sales tax for a total cost of just under \$96,000. Attached is a quote (Exhibit A) and brochure (Exhibit B) for the Lightning.

City staff recommend this purchase be approved.

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

COMMITTEE REVIEW AND RECOMMENDATION: This purchase was brought forth during the Transportation and Public Works Committee meeting on March 22, 2022 and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-034, authorizing the purchase of two electric vehicles in an amount not to exceed \$96,000 from Washington State Department of Enterprises Services and authorizing the Mayor to execute any applicably related contracts, in a form and content acceptable to the City Attorney.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
April 5, 2022		

EXHIBIT A



Contract Automobile Request System (CARS)

Create Vehicle Quote

Contract & Dealer Information

Contract #: 05916 - Motor Vehicles View Contract

Dealer: Bud Clary Ford/Hyundai - W403

700 7th Avenue

PO Box 127

Longview WA 98632

Order Code Vehicle Description

2022-0826-001

2022 Ford F150 Lightning, Battery Electric Vehicle (BEV) View contract standard specifications

Base Price
\$38,240.00

Organization Information

Organization: NORTH BEND, CITY OF - 21722

Email Address: mpray@northbendwa.gov

Final Vehicle Location: NORTH BEND

▼ My org is not listed

Internal Notes:

Color Options

Color Name	Qty

EXHIBIT A

Oxford White (YZ)	1	Edit
– Select vehicle color –		<input type="button" value="Add Color"/>

Tax Exempt: Yes**Vehicle Options**

Order Code	Option Description	Unit Price
<input type="checkbox"/> 2022-0826-002 INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery.		\$0.00
<input type="checkbox"/> 2022-0826-003 INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.		\$0.00
<input type="checkbox"/> 2022-0826-004 INFORMATION ONLY: Please contact dealership to request Ford Police Modifier's Bulletin P-034 if you will be adding aftermarket equipment (lightbars, sirens, spotlights, etc.)		\$0.00
<input type="checkbox"/> 2022-0826-005 INFORMATION ONLY: 03/04/22 Ford Charge Station Pro is no longer available on fleet orders. Extended Range Battery price includes \$1,295.00 credit.	Extended Range Battery	\$0.00
<input checked="" type="checkbox"/> 2022-0826-010 Ford F150 Lightning, Battery Electric Vehicle (BEV), 4WD, PRO Trim Level, Crew Cab, 145in Wheelbase, 5.5ft bed, Dual eMotors, 98kWh Usable Capacity Standard Range High-Voltage Battery (targeted EPA-Estimated Range 230 miles), Mobile Power Cord (120V/240V), 8250# GVWR, 275/65R 18in All-Terrain Tires, Full-Size Spare Tire, Rear eLocking Axle, Class IV Hitch (W1E/110A/145WB/99L/44L/TTVS) – THIS IS THE BASE VEHICLE – Please refer to Vehicle Specification for complete description.		\$9,305.00
<input type="checkbox"/> 2022-0826-011 Dual eMotor - Extended Range Battery (131 kWh Usable Capacity) (Targeted EPA-Estimated Range 300 miles) (8550# GVWR) (Targeted peak power (hp/kW) 563/420) (Onboard charger power (input/output) 19.2 kW/17.6 kW) (03/04/22 Ford Charge Station Pro is no longer available on fleet orders. Price includes \$1,295.00 credit.) (99V/86V)		\$154.00
<input type="checkbox"/> 2022-0826-012 Back-up Alarm System (85H)		\$48.00
<input type="checkbox"/> 2022-0826-013 Daytime Running Lights (DRL) (replaces on/off cluster controllable standard DRLs) (942)		\$1,134.00
<input checked="" type="checkbox"/> 2022-0826-014 Pro Power Onboard - 9.6 kW (479)		\$917.00
<input checked="" type="checkbox"/> 2022-0826-015 Max Trailer Tow Package - increased tow capability - max towing TBD (must also order Pro Power Onboard - 9.6 kW if ordered w/ standard range battery) (53D)		\$2,067.00

EXHIBIT A

PRO Level, also inc. 360-Degree Camera, manual-folding sideview mirrors w/ power glass, heat, turn signal and LED sideview mirror spotlights) (17V)

2022-0826-017 XLT Trim Level ONLY: Tow Technology Package (Includes Forward Sensing System, Pro Trailer Backup Assist, Trailer Brake Controller, Smart Hitch, On-Board Scales, Smart Trailer Tow Connection, Trailer Reverse Guidance) (17V) \$1,479.00

2022-0826-018 Tailgate Step (inc. Tailgate Work Surface) (63T) \$456.00

2022-0826-023 Aluminum Crossbed Toolbox by Weather Guard (Defender Series) (Not available w/ Tonneau Covers) (factory installed) (90B) \$663.00

2022-0826-024 Premium Aluminum Crossbed Storage Toolbox by Weather Guard (model #127-0-02) (not available w/ Tonneau Covers) (factory installed) (90P) \$843.00

2022-0826-025 Bedliner - Tough Bed spray-in (factory installed) (96W) \$630.00

2022-0826-026 Smart Acceleration Truncation (181) (no charge) \$0.00

2022-0826-027 Speed Limitation - 65 MPH governed top speed (41Z) (no charge) \$0.00

2022-0826-028 Speed Limitation - 70 MPH governed top speed (41Y) (no charge) \$0.00

2022-0826-029 Speed Limitation - 75 MPH governed top speed (41X) (no charge) \$0.00

2022-0826-040 XLT Trim Upgrade #311A [Inc. BoxLink w/ (4) premium locking cleats, body-color bumpers, black fixed extended running boards w/ enhanced lighting, grill w/ signature front lighting, manual-folding sideview mirrors w/ heated power glass and turn signal, black leather-wrapped steering wheel, carpet w/ carpeted floor mats, illuminated entry, interior work surface, power-adjustable pedals, rear defroster, cloth seating w/ 8-way power driver seat including power lumbar, rear under seat storage, LED sideview mirror spotlights, SecuriCode Keyless-Entry Keypad (driver side), 360-Degree Camera, Forward Sensing System, SiriusXM w/ 360L Radio w/ 3-month prepaid subscription] (311A/TTUS) \$13,780.00

2022-0826-041 XLT Trim Upgrade #312A (Must also order XLT Trim Upgrade #311A) [Inc. 20in alloy dark carbonized gray wheels w/ 20in all-season tires, 10-way power driver seat and multi-adjustable power front passenger seat w/ power lumbar (both seats), heated front seats and steering wheel, Intelligent Access w/ Push-Button Start (includes Approach Detection and SecuriCode Keyless-Entry Drivers Side Keypad), LED box lighting w/ Zone Lighting, power tailgate, 9.6 kW Pro Power Onboard #479, Tailgate Step #63T, Ford Co-Pilot360 ASSIST 2.0 (inc. Intelligent Adaptive Cruise Control, Evasive Steering Assist, Connected Built-In Navigation and Intersection Assist), and Rain Sensing Wipers] (312A/TTUS) \$10,170.00

2022-0826-042 Tires: 275/60R20 BSW All-Terrain (4/set) (Must also order XLT Trim Upgrade #312A) (T2P) \$159.00

2022-0826-043 Partitionable fold-flat storage (Must also order XLT Trim Upgrade #312A) (60P) \$239.00

2022-0826-099 INFORMATION ONLY: Warranty, Delayed Start (End-User submits request at www.fordwssd.com) \$0.00

2022-0826-200 INFORMATION ONLY: (#200-299 Dealer Installed Options) (500-699 ARE Canopies/Cargo Glides) (700-899 Day Wireless) \$0.00

2022-0826-201 Stock Vehicle Upcharge (Call Dealer for Availability) (DLR) \$250.00

2022-0826-202 Credit for pickup from Dealer (Orders for Eastern Washington) (Deduct)(DLR) (\$130.00)

2022-0826-203 Credit for pickup from Dealer (Orders for Western Washington) (Deduct)(DLR) (\$30.00)

EXHIBIT A

- 2022-0826-204 Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR) \$120.00
- 2022-0826-205 Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR) \$100.00
- 2022-0826-206 Mud flaps, Front (DLR) \$75.00
- 2022-0826-207 Mud Flaps, Rear (DLR) \$75.00
- 2022-0826-208 Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR) \$60.00
- 2022-0826-209 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR) \$40.00
- 2022-0826-210 Undercoating (Wheel Wells Only) (DLR) \$125.00
- 2022-0826-211 Service Manual, CD (DLR) \$221.00
- 2022-0826-212 Service Wiring Diagram, Paper (DLR) \$87.00
- 2022-0826-213 Spotlight, 6in Clear Lens, Pillar Mounted, Driver Side (Unity) (DLR) \$425.00
- 2022-0826-214 Spotlight, 6in Clear Lens, Pillar Mounted, Passenger Side (Unity) (DLR) \$425.00
- 2022-0826-215 Spotlight, LED 6 inch, Clear Lens, Pillar Mounted, Driver Side (Unity) (DLR) \$560.00
- 2022-0826-216 Spotlight, LED 6 inch, Clear Lens, Pillar Mounted, Passenger Side (Unity) (DLR) \$560.00
- 2022-0826-217 SPRAY-IN Bedliner (Line-X) (DLR) \$535.00
- 2022-0826-218 WARN 8,000# Winch, Solid Mount (VR8) (DLR) \$1,892.00
- 2022-0826-219 WARN 10,000# Winch, Solid Mount (VR10) (DLR) \$2,012.00
- 2022-0826-220 WARN 12,000# Winch, Solid Mount (VR12) (DLR) \$2,132.00
- 2022-0826-221 Winch, Alternative Removable Mounting System (Includes front receiver, front and rear power lines. Winch will be shipped loose in vehicle) (Must also order a Winch PLUS Factory Trailer Hitch Receiver 53B or Trailer Tow Package 53A or 53C) (\$55.00) (DLR) (Credit)
- 2022-0826-222 Winch, delete WARN mounting plate (Must also order a Winch, PLUS either Setina PB400 or PB450L4 Winch Ready Push (\$621.00) Bumper) (Credit)
- 2022-0826-250 INFORMATION ONLY #250-299 Setina Manufacturing equipment will be installed by dealer prior to vehicle delivery. \$0.00
 - Contact dealer if you would like partitions and/or transport seats shipped uninstalled.
- 2022-0826-251 Setina - PB8 Double Loop Headlight Guard (Must also order a Push Bumper) (DLR) (SET100) \$341.00
- 2022-0826-252 Setina - PB9 Fender Wrap, Aluminum (Must also order a Push Bumper) (DLR) (SET101) \$490.00
- 2022-0826-253 Setina - PB9 Fender Wrap, Steel (Must also order a Push Bumper) (DLR) (SET102) \$483.00
- 2022-0826-254 Setina - PB400 Push Bumper, Aluminum, includes Mar Pad (DLR) (SET110) \$467.00
- 2022-0826-255 Setina - PB400 (WINCH READY) Push Bumper, Aluminum, includes Mar Pad (DLR) (SET111) \$586.00
- 2022-0826-256 Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET112) \$467.00
- 2022-0826-257 Setina - PB450L4 Lighted Push Bumper, Aluminum, includes Mar Pad (Red/Blue lights) (DLR) (SET120) \$839.00

EXHIBIT A

- 2022-0826-258 Setina - PB450L4 Lighted (WINCH READY) Push Bumper, Aluminum, includes Mar Pad (Red/Blue lights) (DLR) (SET121) \$958.00
- 2022-0826-259 Setina - Alternative ALL-RED lighting on PB450L4 (DLR) (SET122/123) \$0.00
- 2022-0826-260 Setina - Alternative AMBER lighting on PB450L4 (DLR) (SET124/125) \$0.00
- 2022-0826-261 Setina - 10VS Front Partition, Horizontal Polycarbonate Sliding Window (Crew Cab Only) (DLR) (SET200) \$680.00
- 2022-0826-262 Setina - 10VSRP Front Partition with Lower Center Recess Panel, Horizontal Polycarbonate Sliding Window (Crew Cab Only) (DLR) (SET201) \$776.00
- 2022-0826-263 Setina - Front Partition Upgrade, Add Vinyl Coated Metal Mesh Screen to Window (DLR) (SET202/203) \$38.00
- 2022-0826-264 Setina - 6VS Single Prisoner Transport Partition, Stationary Polycarbonate window (factory seats, TPO seat cover available) (If Weapon Mount is ordered, requires forward facing partition mount kit) (Crew Cab only) (DLR) (SET220) \$907.00
- 2022-0826-265 Setina - 7VS Single Prisoner Transport Partition, Stationary Vinyl Coated Metal Mesh window (factory seats, TPO seat cover available) (If Weapon Mount is ordered, requires forward facing partition mount kit) (Crew Cab only) (DLR) (SET221) \$903.00
- 2022-0826-266 Setina - Double Weapon Mount with Small and Universal XL (Must also order RP Partition) (DLR) (SET230) \$354.00
- 2022-0826-267 Setina - Double Weapon Mount with Small and Universal XL and 1082E Blac-Rac (New Cold Wire Technology included) (Momentary Switch \$633.00 is required if NOT wiring into Smart Siren Controller) (Must also order RP Partition) (DLR) (SET231)
- 2022-0826-268 Setina - Double Weapon Mount with Universal XL and 1082E Blac-Rac (New Cold Wire Technology included) (Momentary Switch is required if NOT wiring into Smart Siren Controller) (Must also order RP Partition) (DLR) (SET232) \$683.00
- 2022-0826-269 Setina - Single Weapon Mount, Dual T-Rail with 1082E Blac-Rac (New Cold Wire Technology included) (Momentary Switch is required if NOT wiring into Smart Siren Controller) (Must also order RP Partition) (DLR) (SET233) \$540.00
- 2022-0826-270 Setina - Blac-Rac Momentary Switch (Setina) (DLR) (SET234) \$19.00
- 2022-0826-271 Setina - Forward facing partition mount kit for weapon mounts installed on 6VS/7VS (DLR) (SET235) \$59.00
- 2022-0826-272 Setina - Rear Door Side Window Barrier, Polycarbonate (Crew Cab Only) (DLR) (SET300) \$256.00
- 2022-0826-273 Setina - Rear Door Side Window Barrier, Steel Bars (Crew Cab Only) (DLR) (SET301) \$241.00
- 2022-0826-274 Setina - Rear Window Barrier, Polycarbonate (Crew Cab Only) (DLR) (SET302) \$256.00
- 2022-0826-275 Setina - Rear Window Barrier, Steel Bars (Crew Cab Only) (DLR) (SET303) \$211.00
- 2022-0826-276 Setina - Rear Door Panel, Aluminum (replaces OEM door panel) (Crew Cab Only) (DLR) (SET310) \$174.00
- 2022-0826-277 Setina - TPO Single Prisoner Transport seat cover (Must also order Single Prisoner Transport partition or Cargo Deck w/ divider wall) (DLR) (SET320) \$600.00
- 2022-0826-278 Setina - Under Seat Locking Storage Box (Installed under 60% rear driver side section. Factory jack will be shipped loose inside.) (Not compatible with Cargo Deck) (Crew Cab only) (DLR) (SET330) \$609.00
- 2022-0826-279 Setina - Rear Seat Cargo Deck Max System. Includes Single Prisoner Transport polycarbonate divider wall, radio box, locking storage box, lower deck with rubber mat, rear door panel (aluminum, replaces OEM door panel) for driver side only. (60% factory seat section removed, shipped loose. Factory jack will be shipped loose inside drawer) (Must order 10VSRP partition) (May also order Single Prisoner Transport Seat Cover) (Crew Cab only) (DLR) (SET331/333) \$1,732.00

EXHIBIT A

- 2022-0826-280 Setina - Upper shelf for Cargo Deck Max System (SET332) \$290.00
- 2022-0826-281 Setina - Rear door panel (aluminum) replaces OEM door panel. Passenger side only. (Must also order Cargo Deck Max System) (SET334) \$110.00
- 2022-0826-282 Setina - Dual Prisoner Transport, 50/50 Polycarbonate Wall to separate rear seat transportees (Must also order a Front partition) (DLR) (SET340-347) \$496.00
- 2022-0826-283 Setina - Bike Rack. Mounts 1-2 bikes. Removable folding rack mounts to Setina push bumper. Adjustable to fit most bikes. (\$shipped loose) (DLR) (SET400) \$184.00
- 2022-0826-300 INFORMATION ONLY: #300-399 Aluminum Toolboxes and Cab Racks with options, dealer-installed prior to delivery. \$0.00
 - (#301-309) ADRIAN Crossbody boxes are .08in diamond treadplate aluminum with locks, automotive style push button rotary latches, heavy-duty gas struts, bulb weather seal, and come standard with a sliding tray. (#310-329) BUYERS Crossbody toolboxes are .100in thick diamond treadplate aluminum with stainless steel push button locks, gas assisted struts, D-bulb seal gaskets, and come with removable tray. (#330-#339) ADRIAN Side Rail boxes with topside lifting lid, .100 diamond treadplate aluminum, locking. (#340-#349) BUYERS Side Rail boxes with drop-down doors are .100in thick diamond treadplate aluminum with locking die-cast compression latch T-handles and foam door gaskets. (#360-#379) Allid aluminum cab guards and options. Pricing is effective for orders received 01/01/2021 thru 12/15/2021.
- 2022-0826-301 Crossbody toolbox - single lid (70L x 20W x 12.5D) (Adrian AD100) (TB301) \$884.00
- 2022-0826-303 Crossbody toolbox - double lid hinged cab-side (70L x 20W x 12.5D) (Adrian AD200) (TB303) \$884.00
- 2022-0826-361 Cab Rack - without insert (outside frame only) (ALL CBGD-NI) (TB361) \$790.00
- 2022-0826-362 Cab Rack - flat perforated aluminum sheet screen insert (ALL CBGD) (TB362) \$858.00
- 2022-0826-363 Cab Rack - flat perforated aluminum sheet screen and cut out for slider window (ALL CBGD-CO) (TB363) \$891.00
- 2022-0826-364 Cab Rack Option - 5.5in Round Beacon Light Plate, quantity (1), installed (default location for one will be driver side unless \$75.00 otherwise specified) (ALL CBGD-B55) (TB364) \$75.00
- 2022-0826-365 Cab Rack Option - 5.5in Round Beacon Light Plate, quantity (2), installed one on each side (ALL CBGD-B55) (TB365) \$150.00
- 2022-0826-366 Cab Rack Option - 7in Round Beacon Light Plate, quantity (1), installed (default location for one will be driver side unless \$75.00 otherwise specified) (ALL CBGD-B7) (TB366) \$75.00
- 2022-0826-367 Cab Rack Option - 7in Round Beacon Light Plate, quantity (2), installed one on each side (ALL CBGD-B7) (TB367) \$150.00
- 2022-0826-368 Cab Rack Option - Mini-Lightbar Mount, 10x15, installed centered on cab guard. (ALL CBGD-BP) (TB368) \$75.00
- 2022-0826-369 Cab Rack Option - Lumber stops installed on either side of cab guard (ALL CBGD-LS) (TB369) \$70.00
- 2022-0826-370 Cab Rack Option - Mount for full size light bar [Two (2) 90-degree load light brackets welded to front of cab rack crossbar] (Use this option if ordering Day Wireless Package that includes a 54in NFORCE/NROADS lightbar) (ALL CBGD-FML) (TB370) \$154.00
- 2022-0826-371 Cab Rack Option - Mount for full size light bar, 8x48in aluminum plate, centered on cab rack. (ALL CBGD-LBP48) (TB371) \$176.00
- 2022-0826-379 Rear Rack for back of bed with lumber ears (ALL CBGD-RR) (TB379) \$711.00
- INFORMATION ONLY: Check the DISPLAY UPFIT box below for additional options (Canopies, Tonneau Covers, Cargo \$711.00

EXHIBIT A

2022-0826-499 Glides, Day Wireless Police/Fire/Amber packages)

DISPLAY UPFIT OPTIONS

Quote Totals

Total Vehicles: 1
Sub Total: \$44,027.00
8.4 % Sales Tax: \$3,698.27
Quote Total: \$47,725.27

[Vehicle Menu](#)

[Clear Form](#)

[Create Quote](#)



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Explore 2022
F-150 LIGHTNING

Next Steps



100% Electric. 100% F-150 Lightning.

You already know the F-series is America's best-selling truck for 44 years* for a reason. Now, make way for the future with the all-new, all-electric 2022 F-150 Lightning™ truck. The Lightning comes equipped with an array of connected, intelligent features with Ford Power-Up software updates to help ensure your truck keeps evolving with you, over time.

*Based on 1977-2020 CY total sales.

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100% ELECTRIC

We went beyond building an all-electric F-150. We created the smartest, most connected F-150 Ford has ever built -- expected to be certified as a zero tailpipe emissions vehicle.* When you combine Ford Intelligent Backup Power, connected services and intelligent range, F-150 Lightning is a strong, capable look at what's to come.

*Visit fueleconomy.gov (<https://fueleconomy.gov>) for more information.

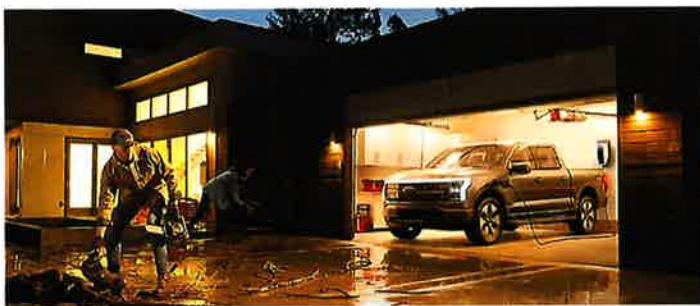
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EXPAND YOUR DEFINITION OF WHAT A TRUCK CAN BE

The Ford F-150 Lightning connects to your house when it needs to power up, but can seamlessly return the favor without even the push of a button if the lights go out with available Ford Intelligent Backup Power. * Best of all, you can monitor your truck's status from just about anywhere with your phone.

*When home is properly equipped and home transfer switch disconnects the home from the grid.



FORD INTELLIGENT BACKUP POWER

Security and peace of mind are invaluable during severe weather and unpredictable events. That's why Ford helps ensure you never have to worry about being left in the dark. The all-electric F-150 Lightning features available Ford Intelligent Backup Power that can provide full-home power for up to three days on a fully charged battery, or as long as 10 days if rationing power.* Combined with the available 80-amp Ford Charge Station Pro, it's an essential technology that you can count on when you need it most.

*When home is properly equipped and home transfer switch disconnects home from the grid. Based on 30 kWh use per day using the F-150 Lightning with the extended-range battery. Your results may vary depending on energy usage.



ENHANCED PRO POWER ONBOARD

Turn your truck into a generator. Pro Power Onboard offers an available 9.6 kW of max power provided through 11 outlets. No matter the job, the 9.6 kW version offers four 120V outlets in the front trunk, two in the cab, and four in the bed. The bed also features a 240V outlet for the tougher tasks at hand. *

*See owner's manual for important operating instructions.

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FORD INTELLIGENT BACKUP POWER

Be prepared for what nature throws at you with the 2022 Ford F-150 Lightning. Available Ford Intelligent Backup Power, enabled by the 80-amp Ford Charge Station Pro, allows you to use your truck as a backup power source to your home during a power outage. * The power transfer can be triggered automatically or manually based on customer preference.

*When home is properly equipped and home transfer switch disconnects home from the grid.

[Learn About Intelligent Backup Power](#)

[\(/trucks/f150/f150-lightning/2022/features/intelligent-backup-power/\)](https://www.ford.com/trucks/f150/f150-lightning/2022/features/intelligent-backup-power/)

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TRUCK CHARGES UP

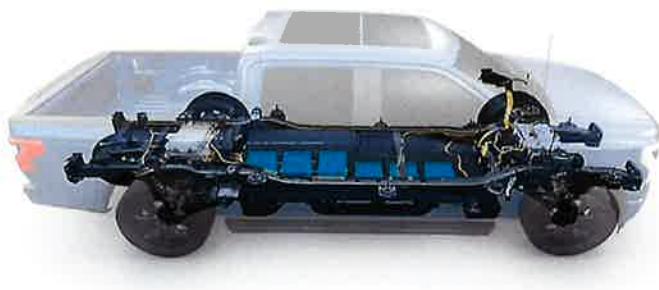
You get home and plug in your truck with the available 80-amp Ford Charge Station Pro. The F-150 Lightning charges using power from the grid.

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TWO BATTERY OPTIONS THAT HELP PROVIDE THE RANGE YOU NEED

F-150 Lightning™ has your back with a choice of two innovative and powerful batteries, whether you're driving around town and going to work, or need some extra juice for extended adventures or heavy hauling.



EXTENDED RANGE BATTERY - 300 MILE RANGE

The available extended-range battery offers XLT and Lariat models a targeted EPA-estimated range of 300 miles, while the Platinum model achieves a targeted EPA-estimated range of 280 miles.¹²⁹

CHARGING YOUR LIGHTNING

Charging at home is fast and easy with the 80 amp Ford Charge Station Pro. Standard with the F-150 Lightning™ Extended Range, it powers up to 30 miles of charge per hour to provide a full charge overnight. Our preferred partner Sunrun, America's leading solar panel and battery storage company, provides seamless installation to power you up.

[Learn About Charging](#)

(/trucks/f150/f150-lightning/2022/features/e-v-charging/)

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CHARGING AT HOME

Wake Up Recharged. Using a standard wall outlet or the Wi-Fi and Bluetooth®-enabled 80 amp Ford Charge Station Pro you'll wake up in the morning knowing your F-150 Lightning™ is fully-charged and ready to go.

TO GO ELECTRIC, WE WENT TO WORK

We looked for every opportunity to make sure the F-150 Lightning is a tough,

powerful and productive tool for our customers who need to get the job done.
This website uses cookies to enhance user experience and to provide you with more relevant information about your use of our site with our social media, advertising and analytics partners. [Read our Privacy Policy](#) for more information about the kind of innovative,

powerful work tool F-150 customers have come to expect. And by going all-electric, you also get a truck that requires no gas and offers lower scheduled maintenance costs.

2 MOTORS, 4 WHEELS, PHENOMENAL TORQUE

Two inboard motors powering a standard 4x4 system means F-150 Lightning has faster acceleration than any F-150 yet, targeting 0-60 mph in the mid 4-second range.

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AVAILABLE SYNC 4A WITH 15.5-INCH PORTRAIT TOUCHSCREEN

SYNC® 4A Technology combines hardware and software that delivers features designed to keep you connected to the people, places and apps that matter most. SYNC 4A with the 15.5-inch portrait touchscreen and enhanced voice recognition is standard on LARIAT and Platinum models. It offers impressive features including voice access to your favorite apps, connected navigation, cloud-based connectivity and more.

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STRIKE ANYWHERE

an immersive AR / 3D experience

[Try It Now](#)

(<https://www.ford.com/trucks/f150/f150-lightning/2022/strike-anywhere-inbound?intcmp=vhp-cta-lightningAr>)

Computer-generated, preproduction model. Not all components shown. Available starting spring 2022.

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Be Ready When Lightning Strikes

As we prepare to make history together, we've closed reservations so we can start accepting orders. Sign up for updates and get exciting news on the electric revolution. We can't wait to get you behind the wheel of an F-150 Lightning™ truck.

[Get Updates](#)
PUTTING ELECTRIC TO WORK

Year in and year out fleet managers have come to rely on the tested and tough F-150 to meet the needs of their business. And now, with the all-new, all-electric F-150 Lightning Pro they get a work-ready truck that delivers all the benefits of an electric vehicle. Including less scheduled maintenance and the ability to work in places they never could before.

[Visit Ford Fleet](#)

(<https://www.fleet.ford.com/showroom/trucks/f150/f150-lightning/2022/?fmccmp=fv-reveal-fit-f150-lightning>)

ELECTRIC CAN DO EVERYTHING YOU NEED A TRUCK TO DO.

Make no mistake – F-150 Lightning isn't a gimmick or a showhorse destined for a shiny garage. This truck will enhance the way you go to work and how you play. That's why we built it to have the strength and capability you expect to get the job done.

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PUT THROUGH THE PACES

We didn't just build an all-electric truck. We tested its durability through the toughest real-world conditions to make sure that no matter what is thrown its way, the F-150 Lightning is up for the challenge.

TARGETED 10,000 LBS OF MAXIMUM TOWING CAPABILITY

Maybe it's a trailer loaded with all you need to get the job done. Or a weekend camping or a boating getaway. Well, no matter what the situation we made sure the F-150 Lightning has the muscle you need with a maximum available towing of 10,000 lbs. *

*Max towing on Pro, XLT and LARIAT with available extended-range battery and Max Trailer Tow Pkg. Max towing varies based on cargo, vehicle configuration, accessories and number of passengers.

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ADVANCED TOWING & HAULING TECHNOLOGY

Work or recreation, we know you've come to rely on the ability of F-150 to be in it for the long haul. That's why we equipped the F-150 Lightning with smart technologies designed to make it easy to hook up your trailer and control it. Plus it has smart technologies that help keep you informed on what you are towing or hauling.

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PRO TRAILER HITCH ASSIST

Available Pro Trailer Hitch Assist helps you to hook up your trailer more easily by automatically controlling the steering wheel, throttle and braking to align the hitch ball and trailer coupler. All the driver needs to do is hold down a button and control the gears. The driver is then alerted to help ensure that the coupler is high enough to clear the hitch ball. Once the two are aligned, the truck stops and you lower the trailer onto the tow ball.¹⁰

ONBOARD SCALES

This available feature offers a scale that measures payload weight automatically based on the specific capability of the F-150 Lightning. It then displays the approximate payload weight in the truck. Load information is displayed in the center touchscreen with a graphic representation of the truck or on a mobile phone through the FordPass™ App.¹⁶⁴ Additionally, the truck can be set on scale mode, which zeroes out the current load and allows for approximate weighing of additional items loaded onto the pickup.

Preproduction screen shown and is subject to change.



THE 2022 FORD F-150 LIGHTNING — BUILT FOR PRODUCTIVITY

The F-150 Lightning is all about getting the job done. It offers an impressive array of innovative features that help you not only meet the physical demands of the job, but also help you with everything from staying connected to getting important paperwork done. It's an all-around powerhouse at work or recreation.

INTERIOR WORK SURFACE

Sign documents, open up your laptop or grab a quick lunch. With the available Interior Work Surface, your F-150 Lightning interior is also your go-to office. Stow the shifter so a work surface can fold directly from the center console. Plus the 4G LTE wireless hotspot keeps you connected.

Preproduction screen shown and is subject to change.

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MEGA POWER FRUNK

You might wonder what we did with all that room where the engine used to be. It's called a Mega Power Frunk. Combined with exportable power it has the potential to impact how trucks are used both functionally on the job or at events like tailgates or camping trips.

EASY ACCESS

The hood opens with the grille attached. This gives you low easy access to this convenient, lockable space. It's 100% power open and close so all it takes is a push of a button. The Mega Power Frunk can easily be locked or unlocked from anywhere you are through the FordPass™ app.

THE MEGA POWER FRUNK HAS THE POWER

The Mega Power Frunk features four Pro Power Onboard 120V outlets for a total of 2.4kW of exportable power,* plus one USB-C outlet and one USB-A outlet. Which means you can run everything from power tools and a laptop to things like a microwave or a TV.

*See owner's manual for important operating instructions.

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THE FORD F-150 LIGHTNING SERIES LINEUP

The Ford F-150 Lightning comes in four series with an array of technologies, features and creature comforts to suit your everyday needs.

PRO

The F-150 Lightning Pro comes ready to work. It comes standard with 2.4 kW Pro Power OnBoard and Ford Co-Pilot360™ 2.0 driver assist technologies. The 14.1 cubic feet Mega Power Frunk is the largest among all trucks and can carry up to 400 lbs. The Pro trim is equipped with the Standard Range battery targeting an EPA-estimated 230-miles of range.* Inside you get SYNC® 4 with 12-inch touchscreen and durable vinyl seating.

*Based on full charge. USA EPA-targeted range reflecting current status based on analytical projection consistent with US EPA combined drive cycle. Actual range varies with conditions such as external environment, vehicle use, vehicle maintenance, lithium-ion battery age and state of health. Final EPA-estimated ratings available in 2022 calendar year.

*Based on full charge. USA EPA-targeted range reflecting current status based on analytical projection consistent with US EPA combined drive cycle. Actual range varies with conditions such as external environment, vehicle use, vehicle maintenance, lithium-ion battery age and state of health. Final EPA-estimated ratings available in 2022 calendar year. †Excludes Platinum Models.

XLT

The F-150 Lightning XLT adds a Gray Ion Satin Metallic grille with signature front lighting, cloth seating, extended running boards with enhanced zone lighting, a 360-degree Camera, and an Interior Work Surface. It also offers an available extended-range battery, 9.6 kW Pro Power Onboard and Ford Co-Pilot360™ Assist 2.0.

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City Council Agenda Bill

SUBJECT:	Agenda Date: April 5, 2022	AB22-035
Resolution Accepting Petitions and Setting a Public Hearing Date of May 17, 2022 for Formation of the Meadowbrook Sewer ULID	Department/Committee/Individual	
Cost Impact: Preliminary Assessment for City Owned Parcels = \$425,118	Mayor Rob McFarland	
Fund Source: Sanitary Sewer	City Administrator – David Miller	
Timeline: City payment would not begin for 3 - 4 Years and would be amortized over 20 years	City Attorney - Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Finance – Dawn Masko	
	Comm. & Economic Development – Rebecca Deming	
	Public Works – Mark Rigos, P.E.	X

Attachments: Resolution; Exhibit A – ULID Boundary Map; Exhibit B – Signed ULID Petitions; Exhibit C – City's Inclusion Resolution; Exhibit D – ULID Petition Map; Exhibit E – G&O Cost Estimate; Exhibit F – SOVA Preliminary Feasibility and Special Benefits Analysis

SUMMARY STATEMENT:

I. Project Overview:

In the summer and fall of 2021, a majority of private property owners by area inside North Bend City Limits within the Meadowbrook community signed and submitted petitions to the City of North Bend (City) with the hope and goal to form a Sewer Utility Local Improvement District (ULID). The Meadowbrook community currently lacks public sewer. A ULID would allow the City to design and build public sewer to benefit the Meadowbrook community. Specific ULID improvements would include a sanitary sewer collection system, sewer conveyance system, sewer lift station(s), a forcemain crossing over or under South Fork Snoqualmie River, and a discharge to the City's existing wastewater treatment plant.

Under RCW 35.43.120, the City Council has the authority to form a ULID upon receipt of petitions “aggregating a majority of the area within the proposed district.” Attached is a Resolution of the City Council authorizing the Mayor to execute the petition for the Meadowbrook Sewer ULID. For the proposed Meadowbrook ULID, the combination of private properties and City owned parcels includes signed petitions reflecting more than 64% of the ULID area. Attached is the ULID Boundary Map (Ex. A). Signed ULID Petitions (Ex. B) have been received by the City of more than 64% by area within the Meadowbrook Sewer ULID area. Recently, City Council agreed by Resolution adopted on February 15, 2022 (Ex. C) to include City owned parcels in the ULID. Attached is the updated, color-coded ULID Petition Map (Ex. D) that shows which parcels have petitioned for sewer.

II. Recent Project History:

In 2020, the total of soft service costs (surveying, environmental, engineering, archaeological / cultural, and permitting) and hard construction costs for the Sewer ULID was estimated by engineering consultant firm Gray and Osborne (G&O) to be **\$7,452,000**. The estimate is attached as Exhibit E.

In March 2021, SOVA Consulting (SOVA) prepared a special benefits study, appraising the properties within the proposed Meadowbrook ULID in order to determine (a) that the special benefits accruing the properties within the proposed Meadowbrook ULID would exceed the estimated cost of the ULID, and (b) if so, the proportionate shares (costs) that each property in the Meadowbrook ULID area would be assessed upon completion of the ULID. The SOVA report was made available in 2021 to Meadowbrook property owners via letter and weblink and is attached as Exhibit F (Feasibility and Special Benefit Analysis). The



City Council Agenda Bill

SOVA report found that the total special benefit from the ULID (increased property value) would be **\$11,617,000** following construction of the sewer system. Included in SOVA's Report at page 17 is a Property Matrix Table which provides a detailed summary of tax parcel numbers, property names, taxpayer names, property addresses, zoning, current uses, land areas, appraisal values of land (before and after public sewer) and a preliminary estimate. A larger version of this Matrix is available.

III. Town Hall Meeting / Public Outreach:

Due to COVID restrictions, the City conducted a virtual (instead of in person) Town Hall Meeting on July 27, 2021 to discuss the potential Meadowbrook Sewer ULID. Prior to the Town Hall, City staff mailed a letter to each property owner within the ULID indicating the date and time of the Town Hall meeting. During the Town Hall, City staff provided descriptions of the sewer system being considered, the expected benefits of connection to public sewer, a description of the work that had been performed to that point, and possible next steps. At least seven members of the community provided public testimony. Meeting minutes are available.

Following the Town Hall, in late summer 2021, signed petitions by City property owners were submitted to the City from more than 50% of the private property owners by area in the Meadowbrook community. City staff subsequently recommended that City-owned parcels including developed properties currently on septic drainfield systems also be included within the Meadowbrook Sewer ULID (e.g., Meadowbrook Farm Interpretive Center, Tollgate Farm Park, and Tollgate Historic House. City Council agreed by Resolution adopted on February 15, 2022 (Exhibit C).

IV. Summary of Property Ownerships:

Signed Petitions were received from the private property owners listed in below Table 1, and also from the City with respect to the properties listed in Table 2 below. The total area of the private property within the Meadowbrook ULID is 6,744,940 square feet, which comprises 43.82% of the total Meadowbrook Sewer ULID area. The total area of City owned properties within the Meadowbrook ULID is 3,192,560 square feet, which comprises an additional 20.74% of the total ULID area. In total, the private properties and City properties comprise more than 64% of the Meadowbrook ULID area. These are shown in Tables 1 and 2 below.

Table 1

#	Property Owner	Tax Parcel #	Address	Area (square feet)
1	Bendigo Properties LLC	042308-9036	-	185,630
2	Bendigo Properties LLC	541870-0030	-	77,034
3	Bendigo Properties LLC	541870-0005	40626 SE Snoqualmie-NB Rd	83,503
4	Bendigo Properties LLC	541870-0025	-	43,833
5	Bendigo Properties LLC	541870-0010	-	48,920
6	Bendigo Properties LLC	541870-0020	40626 SE Snoqualmie-NB Rd	38,075
7	Dizzy Bee Investing LLC	042308-9025	1308 Boalch Ave NW	65,113
8	Eric Fritch	541870-0043	1355 Boalch Ave NW	81,624
9	Kays Maureen	541870-0105	-	69,696
10	Kays Maureen	541870-0111	1439 Bendigo Blvd	23,533
11	Mt Si Business Park LLC	042308-9027	1546 Boalch Ave NW	265,998
12	Puget Western Inc	052308-9059	-	387,709
13	Victoria Bettes	082308-9001	-	1,684,465
14	Victoria Bettes	092308-9027	-	287,060
15	Victoria Bettes	082308-9004	-	1,097,712
16	Yee Capital Partners LLC	052308-9016	-	1,061,406
17	Brandon Greger	541870-0081	14180 W North Bend Way	237,216
18	By Pham	541870-0055	-	244,371



City Council Agenda Bill

19	Donald Kramer	541870-0040	921 NW 14th St	3,228
20	EL842 LLC	541870-0100	1531 Bendigo Blvd N	64,343
21	La Tache LLC	541870-0047	1266 Bendigo Blvd N	13,713
22	La Tache LLC	541870-0048	-	12,508
23	La Tache LLC	541870-0046	-	17,244
24	La Tache LLC	541870-0045	1204 Bendigo Blvd N	29,830
25	Tanner Electric Coop	052308-9060	1321 Alm Way	230,865
26	The Welding Shop	541870-0042	939 NW 14th St	6,001
27	The Welding Shop	541870-0041	SE Snoqualmie-NB Rd	44,924
28	William Ingersoll	541870-0112	1108 NW 14th St	33,9386

Table 2

#	Property Owner	Tax Parcel #	Address	Area (square feet)
1	City of North Bend	092308-9073	-	191,664
2	City of North Bend	042308-9031	-	127,630
3	City of North Bend	052308-9049	-	26,380
4	City of North Bend	042308-9034	-	42,427
5	City of North Bend	042308-9017	-	28,000
6	City of North Bend	052308-9063	Tollgate	46,870
7	City of North Bend	042308-9013	Tollgate	911,017
8	City of North Bend	042308-9038	Tollgate	732,066
9	City of North Bend	042308-9014	Tollgate	437,462
10	City of North Bend	042308-9034	Meadowbrook Interpretative Center	649,044

The signed petition reflects 64.56% of the area of the proposed ULID, well in excess of the 50% threshold in the statute.

Staff notes that Nintendo owns two parcels within the proposed ULID which comprise almost 18% of the area (tax parcel numbers 092308-9002, 1,418,749 sf; and 092308-9001, 377,945 sf). Nintendo has expressed its opposition to the proposed ULID. City staff have provided Nintendo with certain documents regarding sewer to the Nintendo property from the north via 8th Street.

Within the proposed ULID area, property owners comprising 35.45% include Nintendo and two properties (Encompass and Snoqualmie Valley Youth Center) that previously signed “No Protest Agreements” did not sign the petition.

V. Residentially Occupied Properties on 14th Street and 8th Street:

Within the group of property owners who did not sign the petition, there is a subset of properties on 14th Street and 8th Street that are occupied as single-family residences. During a recent City Council Meeting, several City Councilmembers expressed concern about the financial impact of ULID assessments on these single-family residential property owners. Puget Western, Inc. (“PWI”) owns commercial property within the ULID. PWI raised the concept of a voluntary cost reimbursement agreement between PWI and single-family residential property owners under which PWI would timely pay the single-family owner(s)’ ULID assessments in exchange for reimbursement by the single-family property owner to PWI at a later date. PWI has advised City staff that PWI will make a Cost Reimbursement Agreement available to the residential property owners providing all with the opportunity to take advantage of the opportunity to delay payment of their ULID assessments. The City Attorney reviewed a draft of the Cost Reimbursement Agreement and PWI accepted the City’s suggested edits. The Cost Reimbursement Agreement was provided to the City’s Transportation and Public Works Committee on March 22, 2022. No concerns were brought forth regarding that Agreement during the TPW Committee Meeting. The Agreement results in a win/win outcome for property owners who want public sewer and for the property owners who aren’t interested in paying for public sewer while they live there.



City Council Agenda Bill

VI. Staff Recommendation:

City staff's recommendation is to move forward with the Meadowbrook Sewer ULID. City staff believes that a sewer ULID is consistent with the City's obligations under the Growth Management Act and the North Bend Comprehensive Plan (and related planning documents) and will afford many benefits to the public such as:

1. It's an opportune time to provide needed infrastructure in this area of the City, which is consistent with the City's Mission Statement of "Build and Maintain Healthy Infrastructure".
2. Property owners will be able to pay their sewer ULID assessments over 15-20 years. Assuming the ULID moves forward, the City will sell bonds resulting in sufficient funds to pay for the engineering, construction materials, construction labor, and associated pre-formation costs.
3. In a more general sense, many City residents have been requesting the City to improve its own infrastructure. In staff's opinion, this ULID is a perfect example of how the City can respond to the public in a positive and tangible manner, and improve its infrastructure.
4. The ULID provides the opportunity and option for property owners to remove their existing septic drainfields and connect into a newly available public sewer system. The new sewer system will be managed by certified professionals. Over time, septic drainfields can contaminate the groundwater table, wetlands, and streams, which becomes a public health concern due to the number of private and public wells used for drinking water in the Upper Snoqualmie Valley. Currently, property owners in the area of the Meadowbrook ULID do not have the option for public sewer.
5. The special benefits to the properties as determined by the SOVA report (\$11,617,000) exceed the project costs (\$7,452,000) by approximately \$4,000,000, a fairly significant amount.
6. The City's Sewer Comprehensive Plan approved by Washington State Department of Health and Ecology back in 2017 forecasts sewer for the Meadowbrook area.

VII. Next Steps:

This Agenda Bill asks the City Council to announce a Public Hearing date of May 17, 2022 regarding the formation of the Meadowbrook Sewer ULID in order to allow the affected property owners and other members of the public who may desire to comment either for or against the formation of the ULID to appear and present their input at that time.

The Public Hearing will be well advertised within the community. Notice will be sent directly to all property owners within the ULID area, providing for advance notice of approximately 43 days.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic professional services.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their March 22, 2022 meeting and was recommended for approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB22-035, a resolution accepting petitions and setting a Public Hearing date of May 17, 2022 for the formation of the Meadowbrook Sewer ULID.**



City Council Agenda Bill

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 5, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING PETITIONS TO FORM A UTILITY LOCAL IMPROVEMENT DISTRICT TO FINANCE CERTAIN SEWER SYSTEM IMPROVEMENTS AND SETTING A DATE FOR PUBLIC HEARING ON THE FORMATION

WHEREAS, the City of North Bend (the “City”) received petitions (“Petition”) from owners of properties in the City seeking to form a Utility Local Improvement District (“ULID”) to finance certain sewer system improvements to be known as the “Meadowbrook ULID,” the boundaries of which are depicted on the attached Exhibit A; and

WHEREAS, the Director of Public Works (“Director”), as the City employee charged by North Bend Municipal Code (“NBMC”) 2.16.020 with oversight of City sewer and other utilities, has (a) determined that the Petition satisfies the requirements of RCW 35.43.120 and .130, (b) caused an estimate to be made of the cost and expense of the proposed Meadowbrook ULID and hereby certifies that cost to the City Council as shown in Exhibit E (c) made available to the City Council all papers and information in the Director’s possession regarding the proposed Meadowbrook ULID, and (d) determined that the full cost of the proposed Meadowbrook ULID, including all expenses authorized by RCW 35.44.020, is to be borne by the owners of the properties within the proposed Meadowbrook ULID; and

WHEREAS, the Director has obtained a preliminary cost estimate and assessment for the proposed Meadowbrook ULID as summarized in the attached Exhibit F (and as is more fully described in the report dated March 25, 2021, prepared by SOVA and entitled, “Preliminary Feasibility and Special Benefit Analysis – Meadowbrook Sewer ULID”, including a table showing therein the lots, tracts, and parcels of land and other property which will be specially benefited by the proposed Meadowbrook ULID and the estimated amount of the cost and expense thereof to be borne by each lot, tract, or parcel of land or other property;

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

Section 1. The City of North Bend City Council hereby expresses its intent to order the formation of the proposed Meadowbrook ULID for the construction of certain sewer system improvements in response to the submitted Petition within the area shown on Exhibit A.

Section 2. The anticipated cost of the improvements, including financing and all expenses and formation costs set forth in RCW 35.44.020 and incurred in the formation of construction of the proposed Meadowbrook ULID, is approximately \$7,452,000, as preliminarily estimated in Exhibit E. It is the intent of the North Bend City Council that the said sewer system improvements will be paid for by the levy upon and collection of assessments from the owners of properties in the proposed Meadowbrook ULID.

Section 3. The final assessments may vary and increase from the preliminary assessments described in Exhibit F (and more fully described in the “Preliminary Feasibility and Special Benefit Analysis – Meadowbrook Sewer ULID”), provided that the final assessments do not exceed a figure equal to the increased true and fair value that the sewer system improvements add to the affected properties within the Meadowbrook ULID.

Section 4. A public hearing shall be held during the regular City Council meeting, which begins at 7:00 PM, on May 17, 2022. Under the emergency orders issued by the Governor, the City Council meeting on May 17, 2022, is expected to occur by Zoom or some other means of video conferencing. Attendance in-person may also be permissible at that time. Information about the City Council meeting, including a link that contains meeting access information by which the public may join the City Council meeting by Zoom, and a possible update about in-person attendance, will be available in advance on the City’s website (<https://northbendwa.gov/>) by clicking on “Calendar” and then on May 17, or by calling City Hall at (425) 888-1211. If the City Council meeting is open to the public for in-person attendance, the City Council meeting and public hearing will occur at North Bend City Hall, 920 SE Cedar Falls Way, North Bend, Washington. The purpose of the public hearing is to permit persons who may desire to comment on the formation of the proposed Meadowbrook ULID to appear and present their input at that time.

Section 5. Pursuant to RCW 35.43.150 and related case law, the City Clerk is authorized and directed to give notice of the adoption of this resolution and the date, time and place for the public hearing to each owner or reputed owner of any lot, tract, parcel of land or other property within the proposed Meadowbrook ULID by mailing such notice at least 30 days before the date fixed for public hearing to the owner or reputed owner of the property as shown on the rolls of the King County Assessor at the address shown thereon, as required by law.

Pursuant to RCW 35.43.125 and .140, the City Clerk is further authorized and directed to cause this Resolution to be published in at least two consecutive issues of the official

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newspaper of the city or town, the first publication to be at least fifteen days before the day fixed for the hearing.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
APRIL, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

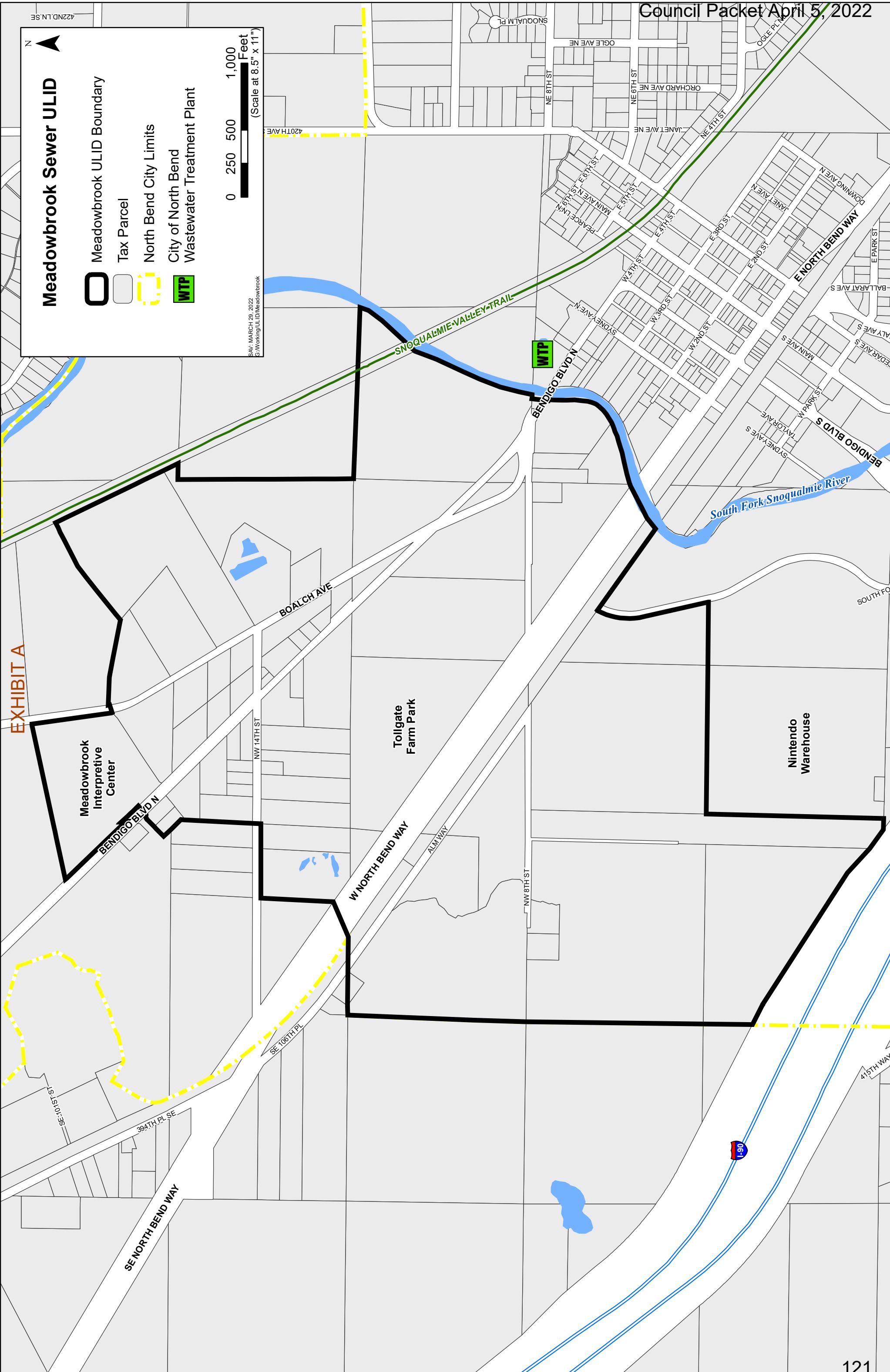
APPROVED AS TO FORM:

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk



FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

We, the undersigned, do respectfully petition the City of North Bend to form a Local Improvement District (LID) for the purposes of extending sewer service, substantially as proposed in the North Bend 2001 Comprehensive Sewer Plan, to the portion of the City as depicted on the attached LID Boundary Map. The terms of the sewer service shall be subject to compliance with City of North Bend Comprehensive Plan designations, zoning, and other development standards and impact mitigation requirements. The undersigned, according to the records of the King County Assessor, are owners of property representing at least fifty percent (50%) of the area of land within the boundaries of the proposed LID.

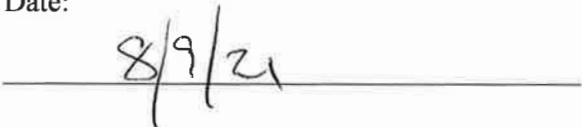
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OWNER'S NAME	MAILING ADDRESS	TAX PARCEL NO.
Mt Si Business Park LLC	2100 124 th Ave NE Bellevue WA 98005	0423089027

Signed:



Date:



FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME
EL842, LLC

MAILING ADDRESS
1531 Bendigo Blvd. North

TAX PARCEL NO.
5418700100

Signed:

William Carroll

Date:

8/05/2021

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME ADDRESS By & Vera Pham	MAILING 3605 Richey Rd Yakima, WA 98902	TAX PARCEL NO. 541870-0055
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Signed:



Date:

4/17/2021

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

RECEIVED

AUG 11 2021

City of North Bend

To: North Bend City Council
PO Box 896
North Bend, WA 98045

We, the undersigned, do respectfully petition the City of North Bend to form a Local Improvement District (LID) for the purposes of extending sewer service, substantially as proposed in the North Bend 2001 Comprehensive Sewer Plan, to the portion of the City as depicted on the attached LID Boundary Map. The terms of the sewer service shall be subject to compliance with City of North Bend Comprehensive Plan designations, zoning, and other development standards and impact mitigation requirements. The undersigned, according to the records of the King County Assessor, are owners of property representing at least fifty percent (50%) of the area of land within the boundaries of the proposed LID.

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OWNER'S NAME

Dizzy Bee Investing
Beth Burnows

MAILING ADDRESS

249 Main Ave S
Suite 107-307
North Bend, WA 98045

TAX PARCEL NO.

#0423089037

Signed:

Beth Burnows

Date:

08/10/2021

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME

Brandon Greger

MAILING ADDRESS

1480 W North Bend Way

TAX PARCEL NO.

5418700081

Signed:



Date:

8/9/2021

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

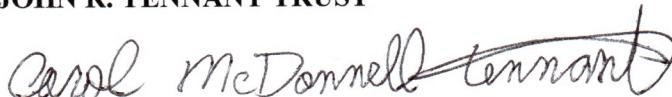
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OWNER'S NAME	MAILING ADDRESS	TAX PARCEL NO.
THE JOHN R. TENNANT TRUST	c/o 332 Sunset Court, Oak View, CA 93022	082308-9001-07
THE JOHN R. TENNANT TRUST	c/o 332 Sunset Court, Oak View, CA 93022	092308-9027-06
THE JOHN R. TENNANT TRUST	c/o 332 Sunset Court, Oak View, CA 93022	082308-9004-04

Signed:
CAROL MCDONNELL TENNANT
Trustee
THE JOHN R. TENNANT TRUST



Date:
August, 6th, 2021

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME	MAILING ADDRESS	TAX PARCEL NO.
Victoria T. Bettes	225 Sydney Ave S North Bend, WA 98045	082308-9001-07 092308-9027-06 082308-9004-04

Signed:

Victoria T. Bettes

Date:

8/08/2021

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME	MAILING ADDRESS	TAX PARCEL NO.
Puget Western, Inc.	P.O. Box 1529 Bothell, WA 98041	052308-9059

Signed:



President

Date:

August 5, 2021

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME

MAILING ADDRESS

TAX PARCEL NO.

Frank Holland

9829 NE 13th
Bellevue WA
98004

082308-9001-07
082308-9027-06
082308-9004-04

Signed:

Frank Holland

Date:

8/9/2021

**FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON**

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME	MAILING ADDRESS	TAX PARCEL NO.
J&W RE Holdings Complex, LLC	6814 Denny Peak Dr. SE, Snoqualmie, 98065	0423089036
J&W RE Holdings Complex, LLC	6814 Denny Peak Dr. SE, Snoqualmie, 98065	5418700030
J&W RE Holdings Complex, LLC	6814 Denny Peak Dr. SE, Snoqualmie, 98065	5418700005
J&W RE Holdings Complex, LLC	6814 Denny Peak Dr. SE, Snoqualmie, 98065	5418700025
J&W RE Holdings Complex, LLC	6814 Denny Peak Dr. SE, Snoqualmie, 98065	5418700010
J&W RE Holdings Complex, LLC	6814 Denny Peak Dr. SE, Snoqualmie, 98065	5418700020

Signed:

Kenola Miller
Managing member

Date:

8-15-21

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME	MAILING ADDRESS	TAX PARCEL NO.
William Kramer	939 NW 14 th Street, North Bend, WA 98045	5418700040
William Kramer	939 NW 14 th Street, North Bend, WA 98045	5418700041
William Kramer	939 NW 14 th Street, North Bend, WA 98045	5418700042

Signed:

William E. Kramer

Date:

10/14/21

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME
William J Ingersoll III

MAILING ADDRESS
1108 NW 14th Street
North Bend, WA 98045

TAX PARCEL NO.
5418700112

Signed:


Date: 10/14/21

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME MAILING ADDRESS
Maureen (Kaminski) Kays

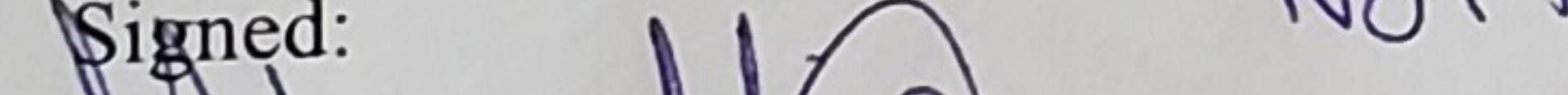
MAILING ADDRESS

5418700 111

5418700 105

Card

Signed:

Signed: 
John Doe
Notary Public

15109⁰ Cedar Falls Rd SE
North Bend, Wa

98045

Date:

August 10th 2021

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME

Zev Oved

MAILING ADDRESS

2819 110th Ave SE,
Bellevue WA 98004

TAX PARCEL NO.

541870 0043

Signed:



Date:

8/8/2021

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

We, the undersigned, do respectfully petition the City of North Bend to form a Local Improvement District (LID) for the purposes of extending sewer service, substantially as proposed in the North Bend 2001 Comprehensive Sewer Plan, to the portion of the City as depicted on the attached LID Boundary Map. The terms of the sewer service shall be subject to compliance with City of North Bend Comprehensive Plan designations, zoning, and other development standards and impact mitigation requirements. The undersigned, according to the records of the King County Assessor, are owners of property representing at least fifty percent (50%) of the area of land within the boundaries of the proposed LID.

We further petition that all costs and said improvements, including engineering, legal, publication, preparation of assessment rolls, and other incidental costs, be paid by assessments to be levied upon the property within said LID, as provided by law, said assessments to be paid into the revenue bond fund for the District and to be used for the purpose of payment of the principal and interest for revenue bonds to be issued for a twenty-year period. It is understood that actual assessments may vary from assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvements add to the property.

OWNER'S NAME	MAILING ADDRESS	TAX PARCEL NO.
Puget Western, Inc.	P.O. Box 1529 Bothell, WA 98041	052308-9059

Signed:



President

Date:

August 5, 2021

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME

Evan McMullen

Signed:

MAILING ADDRESS

4525 Kitsap Way
Bremerton, WA 98312

TAX PARCEL NO.

5418700045
5418700047
5418700048
5418700049
5418700045

Date:

08/06/21

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

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OWNER'S NAME	MAILING ADDRESS	TAX PARCEL NO.
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YEE CAPITAL PARTNERS, LLC	12117 SE 261 st COURT KENT, WA 98030	052308-9016-03
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Signed:



JEFFREY YEE, MANAGING MEMBER

Date:

8/09/2021

FORMAL PETITION
TO CREATE
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

To: North Bend City Council
PO Box 896
North Bend, WA 98045

We, the undersigned, do respectfully petition the City of North Bend to form a Local Improvement District (LID) for the purposes of extending sewer service, substantially as proposed in the North Bend 2001 Comprehensive Sewer Plan, to the portion of the City as depicted on the attached LID Boundary Map. The terms of the sewer service shall be subject to compliance with City of North Bend Comprehensive Plan designations, zoning, and other development standards and impact mitigation requirements. The undersigned, according to the records of the King County Assessor, are owners of property representing at least fifty percent (50%) of the area of land within the boundaries of the proposed LID.

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OWNER'S NAME	MAILING ADDRESS	TAX PARCEL NO.
Tanner Electric Cooperative Steven W. Walter CEO	P.O. Box 1426, North Bend WA 98045	052308 9060

Signed:

steven walter

Date:

10-21-2021

RESOLUTION 2009

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, CONFIRMING INCLUSION OF CITY- OWNED PROPERTIES WITHIN A MEADOWBROOK SEWER UTILITY LOCAL IMPROVEMENT DISTRICT

WHEREAS, under the Washington State Growth Management Act (“GMA”), cities are given the general responsibility and obligation to provide municipal services at urban levels, and counties are given the general responsibility and obligation to provide municipal services at rural levels; and

WHEREAS, the City of North Bend (“City”) operates a municipal sewer utility for the benefit of all residents and businesses within the City limits, and thereby provides an urban level of public sewer services; and

WHEREAS, the City’s commitment to providing an urban level of sewer service is evidenced in numerous documents and by numerous actions, including the adopted City of North Bend Comprehensive Plan as approved by the Puget Sound Regional Council and King County; and

WHEREAS, the City updated its Sewer Comprehensive Plan in 2017, which includes the addition of sewer in the Meadowbrook area, and it was subsequently approved by the Washington State Department of Ecology; and

WHEREAS, RCW 36.70A.020 establishes goals for the GMA as the basis for North Bend’s Comprehensive Plan. The Goals include concentration of urban growth, economic development, and public facilities and services. North Bend is an Urban Growth City required by the GMA to plan for projected growth based on available land for development; and

WHEREAS, the key priorities in comprehensive plans under the GMA must ensure that those public facilities and services necessary to support development shall be adequate to serve the development; and

WHEREAS, the City’s adopted Mission Statement, “The mission of the City of North Bend is to create a highly livable community by working in partnership with its citizens to blend and balance the following principles: high levels of police, fire, and emergency medical services; build and maintain healthy infrastructure; deliver quality public services; encourage a strong local economy; preserve the small town character of the community,” and specifically declares “build and maintain healthy infrastructure;” and

WHEREAS, the City's adopted Brand Statement includes the value, "Consistent delivery of quality basic services . . ." of which public sewer is a basic government service that the City is obligated to make available; and

WHEREAS, in 2021 the City incurred bonded indebtedness of \$35 million to fund wastewater treatment plan improvements which included capacity for sewer collection from the Meadowbrook area of the City; and

WHEREAS, providing sewer collection to the Meadowbrook Sewer ULID area will contribute necessary funds to retire the bonded indebtedness through sewer connection fees; and

WHEREAS, the City owns several parcels in the Meadowbrook area comprising a significant portion of the Meadowbrook area and, regardless of the manner in which the final boundaries of a ULID area may be drawn, and the City should make a clear policy statement of intent as to requiring city facilities on city properties to be part of an available sewer system;

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 hereby confirms its intent to include City-owned property within the area of any sewer ULID proposed to be formed within the Meadowbrook area. The Mayor is authorized to sign a petition to include City-owned parcels within any sewer ULID proposed for the Meadowbrook area regardless of the actual boundaries of the proposed sewer ULID, provided that (a) the area of the proposed sewer ULID as depicted on the petition includes the City-owned parcels, (b) only after the petition is first signed by the owners of property constituting a majority of the private property within the area of the proposed sewer ULID, and (c) after taking into consideration the expressed desires of private property owners within the ULID area.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF FEBRUARY, 2022.

CITY OF NORTH BEND:



Rob McFarland, Mayor

APPROVED AS TO FORM:



Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective: February 1, 2022
Posted: February 2, 2022



Susie Oppedal, City Clerk

CITY OF NORTH BEND
MEADOWBROOK SEWER STUDY
ENGINEER'S PLANNING LEVEL COST ESTIMATE
20-Jan-19
G & O #18622.00

NO CONNECTIONS - NORTH GRINDER PUMP SYSTEM

ITEM BASE BID:	NO. DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Unexpected Site Changes	1 CALC	\$20,000	\$20,000
2	Survey	1 LS	\$9,500	\$9,500
3	SPCC Plan	1 LS	\$2,000	\$2,000
4	Mobilization, Cleanup, and Demobilization	1 LS	\$110,000	\$110,000
5	Project Temporary Traffic Control	1 LS	\$60,000	\$60,000
6	Clearing and Grubbing	1 LS	\$10,000	\$10,000
7	Removal of Structures and Obstructions	1 LS	\$14,670	\$14,670
8	Sawcutting	6,660 LF	\$3	\$19,980
9	Locate Existing Utilities	1 LS	\$20,000	\$20,000
10	Controlled Density Fill	5 CY	\$250	\$1,250
11	Crushed Surfacing Base Course	1,358 TN	\$25	\$33,950
12	Temporary HMA	50 TN	\$250	\$12,500
13	HMA Cl. 1/2" PG 64-22 Patching	271 TN	\$200	\$54,200
14	HMA Cl. 1/2" PG 64-22 Overlay	1,166 TN	\$110	\$128,260
15	4" Pressure Main, Incl. bedding & backfill	4,400 LF	\$50	\$220,000
16	6" Pressure Main, Incl. bedding & backfill	3,620 LF	\$55	\$199,100
17	4" Pressure Main, Bore w/ Casing under SR202 @ 14th Street	80 LF	\$250	\$20,000
18	Air and Vacuum Release Valve	2 EA	\$4,000	\$8,000
19	Pressure Main Cleanout	8 EA	\$3,000	\$24,000
20	HDPE Sewer grinder Pump Low Pressure Main, 1.25 In. Diam., Incl. bedding & backfill	0 LF	\$40	\$0
21	Removal of Unsuitable Material (Trench)	120 CY	\$40	\$4,800
22	Trench Excavation Safety Systems	1 LS	\$20,000	\$20,000
23	Bank Run Gravel for Trench Backfill	5,412 TN	\$25	\$135,300
24	Dewatering	1 LS	\$17,000	\$17,000
25	Connect Ex. Structure via Duplex Grinder Pump (tank, pump, piping, and valves)	0 EA	\$16,000	\$0
26	Locate, uncover & Abandon Existing Septic System	0 EA	\$1,500	\$0
27	Erosion / Water Pollution Control	1 LS	\$10,000	\$10,000
28	Restoration	1 LS	\$45,000	\$45,000
29	Project Documentation	1 LS	\$3,000	\$3,000
30	Pipe Suspension Bridge with 240 LF of 6" DI FM	240 LF	\$2,000	\$480,000

Estimated Construction Cost		\$1,682,510
Construction Contingency	20.0%	\$336,502
Sales Tax	8.9%	\$179,692
Total Estimated Construction Cost		\$2,199,000

ULID Costs	30%	\$659,700
Engineering Design	15%	\$329,850
Construction Management	15%	\$329,850
Administration	6%	\$131,940
Permitting	4%	\$87,960
Environmental Studies & Mitigation	3%	\$65,970
Archeological Studies	2%	\$43,980

Total Estimated Project Cost		\$3,849,000
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Assumptions include:

All small diameter pipe crossings shall be moled, all large diameter crossings shall be bored

2021 Cost:
\$4,083,404

100% trench backfill import material

Quantities increased by 10%, rounded up

Full-width overlay required on 14th Street and Boalch

All trenches are 4 feet wide, including joint trenches

CITY OF NORTH BEND
MEADOWBROOK SEWER STUDY
ENGINEER'S PLANNING LEVEL COST ESTIMATE
20-Jan-19
G & O #18622.00

NO CONNECTIONS - SOUTH GRINDER PUMP SYSTEM

ITEM BASE BID:	NO. DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Unexpected Site Changes	1 CALC	\$25,000	\$25,000
2	Survey	1 LS	\$9,500	\$9,500
3	SPCC Plan	1 LS	\$1,500	\$1,500
4	Mobilization, Cleanup, and Demobilization	1 LS	\$127,000	\$127,000
5	Project Temporary Traffic Control	1 LS	\$60,000	\$60,000
6	Clearing and Grubbing	1 LS	\$20,000	\$20,000
7	Removal of Structures and Obstructions	1 LS	\$15,450	\$15,450
8	Sawcutting	9,460 LF	\$3	\$28,380
9	Locate Existing Utilities	1 LS	\$10,000	\$10,000
10	Controlled Density Fill	5 CY	\$250	\$1,250
11	Crushed Surfacing Base Course	1,244 TN	\$25	\$31,100
12	Temporary HMA	40 TN	\$250	\$10,000
13	HMA Cl. 1/2" PG 64-22 Patching	396 TN	\$200	\$79,200
14	HMA Cl. 1/2" PG 64-22 Overlay	1,263 TN	\$110	\$138,930
15	4" Pressure Main, Incl. bedding & backfill	5,155 LF	\$50	\$257,750
16	6" Pressure Main, Incl. bedding & backfill	2,300 LF	\$55	\$126,500
17	6" Pressure Main, Bore w/Casing under RR/NBW/SR202 on 8th Street	710 LF	\$250	\$177,500
18	Air and Vacuum Release Valve	2 EA	\$4,000	\$8,000
19	Pressure Main Cleanout	8 EA	\$3,000	\$24,000
20	HDPE Sewer grinder Pump Low Pressure Main, 1.25 In. Diam., Incl. bedding & backfill	0 LF	\$40	\$0
21	Removal of Unsuitable Material (Trench)	110 CY	\$40	\$4,400
22	Trench Excavation Safety Systems	1 LS	\$20,000	\$20,000
23	Bank Run Gravel for Trench Backfill	5,297 TN	\$25	\$132,425
24	Dewatering	1 LS	\$17,000	\$17,000
25	Connect Ex. Structure via Duplex Grinder Pump (tank, pump, piping, and valves)	0 EA	\$16,000	\$0
26	Locate, uncover & Abandon Existing Septic System	0 EA	\$1,500	\$0
27	Erosion / Water Pollution Control	1 LS	\$10,000	\$10,000
28	Restoration	1 LS	\$50,000	\$50,000
29	Project Documentation	1 LS	\$3,000	\$3,000
30	Pipe Suspension Bridge with 240 LF of 6" DI FM	0 LF	\$60	\$0

Estimated Construction Cost		\$1,387,885
Construction Contingency	20.0%	\$277,577
Sales Tax	8.9%	\$148,226
Total Estimated Construction Cost		\$1,814,000

ULID Costs	30%	\$544,200
Engineering Design	15%	\$272,100
Construction Management	15%	\$272,100
Administration	6%	\$108,840
Permitting	4%	\$72,560
Environmental Studies & Mitigation	3%	\$54,420
Archeological Studies	2%	\$36,280
Total Estimated Project Cost		\$3,175,000

Does not include costs associated with funding via and LID or ULID

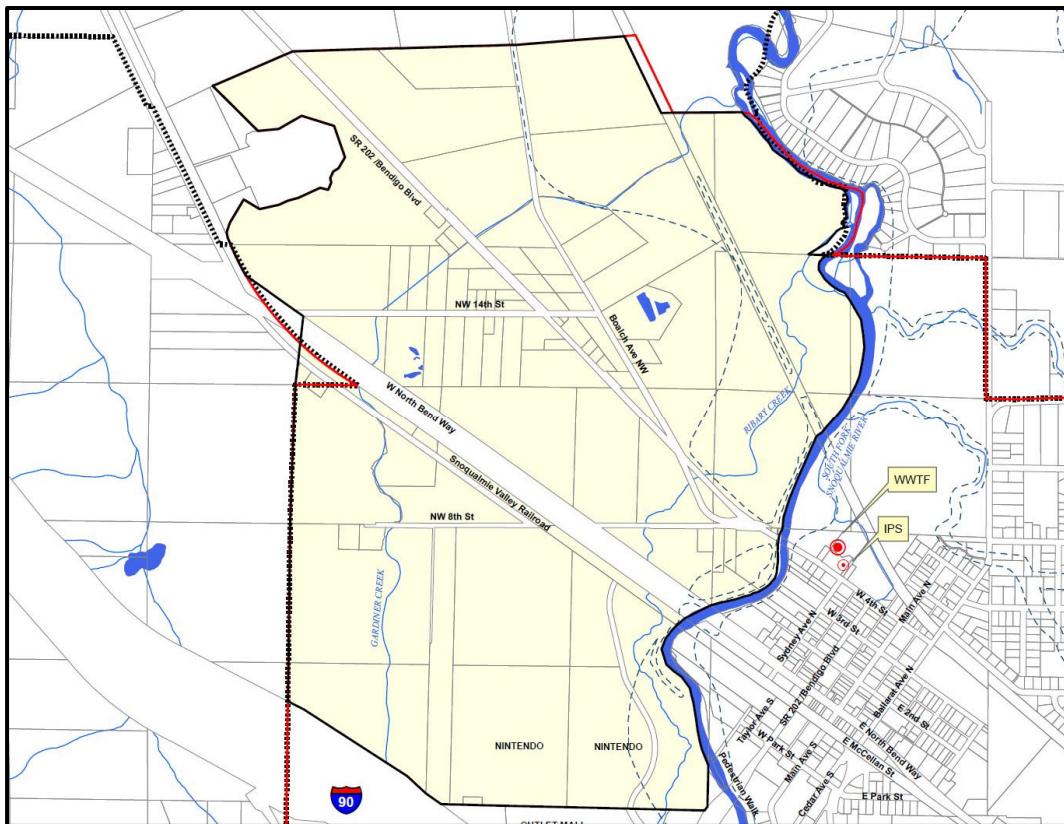
2021 Cost:
\$3,368,358

Assumptions include:

- All small diameter pipe crossings shall be moled, all large diameter crossings shall be bored
- 100% trench backfill import material
- Quantities increased by 10%, rounded up
- Full-width overlay required on Alm Way, 8th Street
- All trenches are 4 feet wide, including joint trenches

PRELIMINARY FEASIBILITY AND SPECIAL BENEFIT ANALYSIS MEADOWBROOK SEWER ULID

NORTH BEND, WASHINGTON



PREPARED FOR

MR. DOUG VAN GELDER, PE

CITY OF NORTH BEND

920 SE CEDAR FALLS WAY

NORTH BEND, WA 98045

PREPARED BY

SOVA CONSULTING

107 SPRING STREET

SEATTLE, WA 98104

SOVA PROJECT 20057



107 Spring Street
Seattle, WA 98104

Greg Goodman, MAI, 206.369.0451
Matt Sloan MAI, SRA, 206.234.6458

March 25, 2021

Mr. Doug van Gelder, P.E.
Development Project Manager
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

RE: Preliminary Feasibility and Special Benefit Analysis
Meadowbrook Sewer ULID
North Bend, WA

Dear Mr. Van Gelder:

In response to your request, we have completed a Preliminary Feasibility Study and Special Benefits Analysis for a Utilities Local Improvement District (ULID) for the Meadowbrook Sewer Project in North Bend, Washington. The purpose of this analysis is to provide our opinion of the anticipated special benefits accruing to the properties within the ULID area as a result of the proposed sewer project. The City of North Bend will use this report for decision making purposes in support of a potential ULID formation.

The project area includes most of the westerly portion of the City, west of the South Fork Snoqualmie River and north and west of the outlet malls. The project consists of a sewer network system that would serve both primary arterials that extend west toward the City limits, W. North Bend Way, in the vicinity of the Nintendo Headquarters and Tollgate Park, and along Bendigo Boulevard (SR-202) and Boalch Avenue. In addition to serving existing commercial uses along these arterials, it will also serve a mix of commercial and residential properties along NW 8th and NW 14th Streets. The ULID project includes the installation of low-pressure grinder/pump system sewer main lines throughout the study area to the Wastewater Treatment Facility (WWTF) at Bendigo Boulevard and Sydney Avenue N.

This analysis includes a study of historical and current land uses, sales activity, zoning, sensitive areas, recent long-range planning, and anticipated future development trends. The study area includes a wide variety of existing property types, with improvements of various ages, quality, condition, and utility. Complications in the analysis included the various zoning designations, building restrictions/effective moratoriums related to water rights and sewer access, and extensive creeks and associated wetland sensitive areas. Given these factors, we have considered the potential benefits to each of the subject properties based on their respective highest and best uses.

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) requirements. As such, it presents detailed discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Additional supporting documentation and analyses is retained in the appraiser's file. We note that while this report and analysis meet these requirements, this analysis is the result of a limited

appraisal process in that certain valuation approaches were not fully utilized due to the lack of detailed property information and full inspections. As such we relied on exterior inspections, City of North Bend information, King County Assessor's records, and other available public information. We also employed mass valuation techniques. The intended user of this report is cautioned that the reliability of the value conclusions provided may be impacted to the degree of limited availability of detailed property information. We note, however, that these limitations are typical in the analysis of properties for ULID proceedings.

Based on our investigation and analysis of all relevant data, it is our opinion the property values, including estimated special benefits accruing to the subject properties upon completion, as of February 3, 2021, are:

Meadowbrook Sewer LID

Cost Element	Total
Total Property Values - Before Condition	\$54,152,000
Total Property Values - After Condition	<u>\$65,769,000</u>
Special Benefit Conclusion	\$11,617,000
Anticipated Project Costs	\$7,452,000
<i>Special Benefit Assessment Ratio</i>	<i>64%</i>

If you have further questions not answered in the accompanying report, please do not hesitate to contact us.

Sincerely,



Matthew Sloan, MAI, SRA



Gregory Goodman, MAI

SOVA Consulting

Enclosures

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

In addition to extraordinary assumptions and hypothetical conditions described in this report (if any), the following general assumptions and limiting conditions apply to this appraisal. Use of this report implies acceptance of the assumptions and conditions.

- A. No responsibility is assumed for matters, which are legal in nature, nor is any opinion rendered on title of land appraised. The property is free and clear of liens, encumbrances, and encroachments unless otherwise described. Title of the property is good and merchantable. The property is under responsible ownership and competent matters, with all associated entities acting in the best interest of themselves and the property. There are no pending or existing judgements or litigation against the property.
- B. There has been no significant change to the subject property and market conditions remained stable between the date of inspection, date of value, and transmittal date of this report, unless otherwise noted. Value conclusions are effective as of the date of value, and no responsibility is assumed for altered property characteristics or changing market conditions that occur after this date.
- C. The property is in compliance with all applicable building, environmental, zoning, and other federal, state, and/or local laws, regulations, and codes, including the Americans with Disabilities Act (ADA). We assume no pending or likely changes that may impact value unless specifically stated herein.
- D. Information provided by the client and other sources including surveys, legal descriptions, title reports, legal matters, soil/subsoil conditions, and available utilities including water rights are correct.
- E. There are no unapparent conditions that, if known, would impact the property's current or anticipated use(s) or market value. This includes but is not limited to soil stability, environmental contamination, structural conditions, and hazardous building materials that are not obvious to the naked eye and observable during a typical tour/inspection. No hazardous materials are currently or have previously been stored on the property.
- F. Sketches, maps, illustrations, depictions, or other exhibits developed by the appraiser(s) may not be to scale and have been included solely to assist the reader in visualizing and understanding the property.
- G. To the best of the appraiser's knowledge and belief, all statements and information in this report are true and correct, and no important facts, known to us, have been withheld or overlooked. Property data obtained from public records, including parcel and building sizes, uses, zoning, and recorded documents is accurate. The allocation of real estate, personal property, and other consideration detailed on real estate tax affidavits is correct. Information provided by owners, brokers, developers, and other parties regarding the property, market conditions, and comparables is accurate.
- H. If land value and the contribution of building/site improvements are allocated in this report, the improvement value reflects their contribution to the subject site only. The concluded value of improvements cannot be used in conjunction with any other appraisal or analysis.
- I. Retrospective value opinions are effective as of the date of value, without consideration of events that were unknown or unlikely to have occurred between the date of the value and report date. Prospective value opinions require forecasts, projections, and estimates of future market conditions. These forecasts are based on current market conditions and likely/anticipated future changes and do not reflect that unexpected or unlikely events will occur.
- J. Possession of this report does not imply holder is an intended user. The appraisal report must be transmitted and considered in its entirety. No individual pages or portions of the analysis may be used or relied upon separately from other portions of the analysis. Holder(s) of this report have no right of publication or further distribution.
- K. Liability of SOVA Consulting is limited only to the client(s) and limited to the fee for the assignment. Unless specifically addressed in the contractual scope-of-work, the appraiser(s) are not required to provide further consultation, testimony, or participate in mediation, arbitration, or court proceedings.
- L. The appraiser(s) have no present or contemplated interest in the property and are not bias in any other way. Compensation for this assignment is in no way contingent on assignment results.

SUBJECT PHOTOS



NW 8th Street, west of North Bend Way, vicinity of Nintendo Headquarters (facing west)



NW 8th Street, west of North Bend Way and Nintendo Headquarters (facing east)

SUBJECT PHOTOS



Gardiner Creek @ NW 8th Street



Alm Way north of NW 8th Street (facing north)

SUBJECT PHOTOS



NW 8th Street, between North Bend Way and Bendigo Boulevard (facing east)



Ribary Creek at NW 8th Street

SUBJECT PHOTOS

**Boalch Avenue NW****Existing industrial use**

SUBJECT PHOTOS



Snoqualmie Valley Athletic Complex project (Phase I under construction)



Older residential use

SUBJECT PHOTOS



Rehabbed residential use on large lot



Vacant residential lot

PRELIMINARY SPECIAL BENEFIT STUDY - INTRODUCTION

Client

The Client for this assignment is the City of North Bend.

Intended Use/Users

The intended use of the report is for decision making purposes by the City of North Bend in support of a potential ULID formation, including determination of preliminary assessments, for the Meadowbrook Sewer Utility Local Improvement District (ULID) project. It is not intended for any other use. Intended users include the client's authorized employees, representatives, agents, and legal counsel. The appraisers do not intend use of this report by others.

Description of the Project – Meadowbrook Sewer

The project area includes much of the westerly portion of the City, west of the South Fork of the Snoqualmie River and north of I-90 and the outlet malls. This majority of this area consists of parkland and open space associated with Tollgate Park and a variety of creek and wetland sensitive areas, as well as commercial land and improved properties along W. North Bend Way, Bendigo Blvd N., and Boalch Avenue NW. Other uses in the area include single-family residential uses generally setback from the arterials along NW 14th Street and NW 8th Street.

In the before condition, there is no sewer improvements located in this area. Existing buildings are exclusively equipped with individual septic systems for waste collection. It is our understanding most septic systems have a life of approximately 30 years (or longer) with sufficient to good soils types and we are not aware of significant system failure trends that would suggest a shorter lifespan in this area. Properties in the ULID area generally have public water available, with service mains located in both W. North Bend Way and Bendigo Blvd N. Some parcels have private wells, particularly the single-family uses setback from the arterials.

We generally assume the project area to have public water available, though we recognize the need for new service lines (or extensions) in order to facilitate new or expanded development. Given the lack of sewer in this area, there has been an *effective* building moratorium for several years (excepting single family residential), as new structures and most uses are prohibited in commercial zones without connection to sewer. New homes can be developed with onsite septic systems, though no further subdivision of large lots is permitted.

We note several projects in planning phases at this time, namely the Snoqualmie Valley Athletic Complex and a Puget Sound Energy (PSE) training facility. The Snoqualmie Valley Athletic Complex is phased and cannot be completed (Phase II) until sewer is complete. The PSE training facility is not an economically motived project intended to develop its site to the highest and best use. Other than a small office building, there has been no new development in this area since the Eastside Self Storage in 2005; most existing structures are much older. As compared to other areas of North Bend, the lack of infrastructure is apparent in the magnitude of new development.

In the after condition, the completed sewer project will allow for full development of this area to City of North Bend's zoning standards. Vacant commercial properties will have full ability to develop densities permitted in

the respective EP-1 or NB designations and residentially zoned parcels can subdivide into short plats (large lot CLDR zoning). Existing buildings/uses will have the opportunity to hookup to the sewer system, as aging septic systems need repair or replacement. The project is anticipated to enhance the development potential of individual properties in the study area and thus help in satisfying demand by providing readily developable areas in the overall neighborhood as well. Such a condition reflects the fact that an installed sewer system is a key component of necessary infrastructure for favorable development conditions.

Identification of the Subject Properties

The proposed ULID boundary is shown on a map on this report. It includes about 339 acres located in the westerly boundaries of the city limits. The northernmost point of the project begins with the tax parcels just south and east of Meadowbrook Farm and extending southeast towards the City Center, with the easterly project boundary consisting of the South Fork Snoqualmie River. There are a total of about 68 tax parcels within the ULID. 10 of these tax parcels are City-owned and used or as park/open space for Tollgate Farm/Meadowbrook Farm and a former railroad corridor. The remainder of the parcels encompass a variety of uses as either vacant land or improved properties with single family, commercial, and/or industrial uses.

Special Benefit Analysis Summary

There are a number of special benefit methodologies available to proportionally allocate project costs and/or special benefits for ULIDs including the (1) zone-termini/front foot method, (2) “land area charge” method, or (3) a complete special benefit study. The zone and termini and land area methods are best suited when the proposed project proportionally benefits parcels based on parcel size, lineal street frontage, or another calculatable characteristic. In this case, new sewer service will benefit the varying properties and uses differently. Because of the mix of land uses, zoning, sizes, and impact of critical areas such as streams/creeks and wetlands, benefits resulting from the proposed project are best measured through the special benefits method of assessment. This analysis directly measures the special benefits anticipated to the individual parcels due to the proposed ULID improvements. The ULID assessment are allocated according to the proportion of each parcel’s special benefits to total special benefits. Up to 100% of the special benefits can be assessed.

Special benefits are a specific, measurable increase in real property value in excess of any *general benefits* (benefiting the public at large) due to a public improvement project. The amount of the special benefits accruing to each property as a result of a local improvement is the difference between the fair market value of the property immediately before and immediately after the improvement. In other words, the difference between the fair market value of the property in its “before” condition (“without” the improvements) and its “after” condition (“with” the improvements) reflects the special benefits to the individual properties.

The primary special benefits to the properties in this analysis are the result of required infrastructure for new development, replacement of aging septic systems, ability to develop to the highest and best use allowed for by zoning or the Comprehensive Plan, area enhancements, and implementation of North Bend sewer plans/ and City, County, and State concurrency requirements. Without the project, improvements properties in the ULID are dependent on septic systems or are unable to develop due to an effective building moratorium related to sewer availability. This lack of utilities infrastructure precludes most of the vacant parcels from developing, resulting in stagnant market and value conditions particularly for the vacant commercial properties.

Properties can be assessed for no more than their respective conclusion of special benefits. In the case of the subject project, the value of special benefits is considerable, allowing more intensive uses than would otherwise be possible without the project. Our analysis study revealed varying levels of special benefits, with trends relating to highest and best use as vacant land or improved properties, ages of existing sanitation systems, and other characteristics.

As discussed in the *Special Benefits Analysis* section of this report, it is our opinion that properties analyzed as vacant are benefited most greatly, with properties improved to their highest and best use benefited to a lesser degree. The lower special benefits to improved properties are primarily due to their existing sanitation systems that provide for continued use and utility of the existing improvements, which in turn, provides value over and above that of the underlying site. Accordingly, the structures have extended useful lives with the likely future economic use of the property superior to that of vacant parcels. While improved properties will benefit similarly by increased underlying land values, the contribution of building improvements will delay their ability to capitalize from some elements of the special benefits, particularly those relating to development potential.

Scope of the Assignment

In preparing this study, we have conducted property and neighborhood inspections, analyzed historical land and improved sales, rents, operating expenses, construction costs, sanitation costs, and capitalization and yield rates. The development conditions of the properties within the ULID area were researched. Other cities with sewer system expansions in the Puget Sound area were also researched for market factors. As appropriate, the information gathered was analyzed utilizing all three approaches to value.

Various City of North Bend representatives provided us with project, neighborhood, and property information. Additional information was obtained from County, City, newspaper, internet, and other records, as well as neighborhood and property inspections.

In analyzing the ULID properties, the consultant did the following:

- Inspected the ULID properties (exterior inspections).
- Analyzed historical and current information from the ULID neighborhood or competitive neighborhoods in the North Bend/ Snoqualmie areas.
- Researched Costar, CBA, Metroscan, NWMLS, and King County databases.
- Researched SOVA Consulting in-house files existing database.
- Researched other sewer projects in Puget Sound.
- Reviewed all documents as cited throughout this report.

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) requirements. As such, it presents detailed discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Additional supporting documentation and analyses is retained in the appraiser's file. We note that while this report and analysis meet these requirements, this analysis is the result of a limited appraisal process in that certain valuation approaches were not fully utilized due to the lack of detailed property information and full inspections. As such we relied on exterior inspections, City of North Bend information, King

County Assessor's records, and other available public information. We also employed mass valuation techniques. The intended user of this report is cautioned that the reliability of the value conclusions provided may be impacted to the degree of limited availability of detailed property information. We note, however, that these limitations are typical in the analysis of properties for ULID proceedings.

Date of Inspection/Analysis

The properties were inspected on multiple occasions between November 2020 and February 2021, with the most recent inspection on February 3, 2021. The effective date of this analysis is as of February 3, 2021. We note that due to the limited scope of this analysis, we did not inspect interiors of any subject buildings; property owners were not afforded the opportunity for joint inspection or to provide property information or records.

Legal Description/Ownership

Each property is identified by its King County Tax Account Number in the *ULID Property Summary Matrix* included in the *Addenda* to this report. With only limited exception, title reports were not provided. Absent a detailed title report for each of the subject properties within the study area, we assume no existing title conditions that would impact fee simple value on any of the subject properties.

Property Rights Analyzed

The property rights analyzed in this report constitute the fee simple interest. Detailed information that would allow us to estimate the leased fee interests, if any, in the properties was not available. Also, the personal, familial, or tax factors related with the ownership of individual parcels was not available for our consideration. Fee simple interest is defined as:

*Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*¹

Extraordinary Assumptions/Hypothetical Conditions

If there are extraordinary assumptions and/or hypothetical conditions used in this report, the use of these extraordinary assumptions and hypothetical conditions may have affected the assignment results.

Hazardous Materials

No information regarding the presence or absence of hazardous waste on any of the subject properties was provided. This analysis assumes the absence of any and all hazardous waste on the subject properties. The value conclusions contained in this report may be impacted if significant hazardous waste or contamination is present on any subject property.

Creeks, Wetlands, Sensitive Areas

We have been provided limited information regarding existing wetlands, streams, and corresponding buffers. We have relied primarily on mapping contained in the City of North Bend Comprehensive Plan, which identified areas of potential wetlands (a copy is included in the *Addenda* to this report). We have assumed this mapping to be correct and have calculated usable areas of most of the subject properties partially with this map. In several cases, updated information revealed the mapping to be incorrect and we adjusted our calculations accordingly.

¹ From *The Appraisal of Real Estate*, Thirteenth Edition, 2001, Appraisal Institute, page 69.

But in the absence of more detailed information, we have assumed this mapping is correct. Users of this analysis are cautioned that changes to assumed wetland areas would likely have an impact on the concluded before and after values. We note in several cases where potential wetlands impact properties developed to their highest and best use, we've assume the land has an unencumbered contribution for analysis purposes.

City and Neighborhood Description

North Bend is the easternmost incorporated area in King County, located along the I-90 Corridor about 30 miles east of Seattle and 20 miles from Bellevue. The accessibility of I-90 and favorable commuting characteristics, availability of vacant land, desirable recreational access and views, and lower/reasonably priced development land and single-family homes have together contributed to increase demand for property in the vicinity of North Bend and Snoqualmie; Snoqualmie is just west of North Bend and adjacent to the project area.

Access to the area is considered very good, with I-90 providing access to the Issaquah, Bellevue, and Seattle markets, as well as eastern markets from Snoqualmie Pass to Spokane and beyond. Highway 18 provides access between southwest King County and terminates roughly six miles west at I-90. The cities of Issaquah and Bellevue are located approximately 15 and 20 minutes west, respectively. These are the primary employment centers although Snoqualmie, Preston, and North Bend are becoming home to more companies due to the availability of land and lower costs. There are several significant projects along the I-90 Corridor and near the North Bend/Snoqualmie community which continue to push development east, notably the current expansion of the Costco Headquarters in Issaquah.

The City of North Bend had a 2010 Census population of 5,731 and an estimated 2020 population of 7,455 according to the Washington State Office of Financial Management, a 30% increase over the 10-year period. We note King County overall had an estimated population growth of only about 17% over the same period, highlighting the recent migration and/or disproportionate growth of North Bend relative to the County overall. Snoqualmie reported a 2000 and 2010 census population of 1,631 and 10,670, respectively, and an estimated 2020 population of 13,680. The primary reason for the substantial growth in Snoqualmie is the annexation and development of the master planned community known as Snoqualmie Ridge.

The North Bend area, upon resolution of the water rights issues and with sewer expansion, has vast potential for a growing residential market, as well as commercial and industrial expansion, as can be seen by the success of the Snoqualmie Ridge development just west of North Bend and in UGA planning. There is abundant land available for additional development. Given the expanding population of other nearby cities on the Eastside, it is expected that a continued demand for properties will increase for the foreseeable future.

Zoning and Other Development Conditions

The properties included within the ULID boundary are currently zoned under a variety of North Bend designations and are all within the City of North Bend's UGA boundaries. Based on our review, many of the properties in the ULID are affected by critical areas including wetlands, streams, floodway and floodplain, and geologic and erosion zones. This is expected due to the proximity of the South Fork Snoqualmie River, Ribary and Gardiner Creeks, and low-lying, flood prone areas. Based on limited available information obtained from City mapping, we estimated the unusable areas in order to calculate the developable areas where special benefits could accrue.

The subject zoning classifications considered in our analysis are briefly summarized below and identified in the *ULID Property Summary*. In addition to the underlying zoning, properties to the north of North Bend Way are also subject to the Urban Separator Overlay District. More detail is available from City of North Bend's Planning Department.

NB – Neighborhood Business. *The NB zoning is general commercial in nature, but buildings are expected to be smaller in scale and operate on a less than 24-hour basis. The district must accommodate a variety of residential, limited fabrication and light manufacturing land uses, though residential uses are limited to second story or to rear of parcels that front North Bend Way. Development must incorporate traditional patterns and elements that are harmonious with North Bend's small-city character. Note additional limitations apply to all NB-zoned properties within the LID boundary due to the Urban Separator Overlay District, described below.*

EP-1 – Employment Park - 1. *The EP-1 zoning constitutes light industrial and limited commercial uses compatible with the immediate neighborhood. Uses are encouraged to capitalize on North Bend's geographic location and small-city character and include offices, light manufacturing, warehouse and distribution, and research and development, although retail and personal services are limited to a few select uses.*

POSPF – Parks / Open Space or Public Facilities. *POSPF areas are designed to recognize and designate areas for public parks, open space, trail and recreation including uses such as schools, community buildings, government offices and public facilities. Provisions should follow a comprehensive plan.*

CLDR – Constrained Low Density Residential. *The purpose of the CLDR designation is intended to provide for neighborhoods of predominately single-family uses. As opposed to the LDR designation, the CLDR district is recognized for having larger lots or development constraints, such as frequently flooded areas, geologically hazardous areas, river and stream corridors, channel migration areas, wetlands, and native wildlife and fish habitat. Density in this zone shall not exceed two dwelling units per gross acre. Furthermore, large estate size lots, in excess of the 18,000sf minimum is the intent within the CLDR district.*

USOD - Urban Separator Overlay District. *The urban separator is an area of North Bend which is located in, among and around significant natural features that help to define the community's identity. The intent of the USOD is to ensure that development occurs consistent with the goals and policies of the comprehensive plan requiring the minimum build-out of the zoning district in which the parcel is located.*

All of the NB and CLDR properties must comply with both the underlying zoning and the USOD overlay, which further restricts allowable uses. For instance, while the NB zone allows for second-story residential, the USOD only allows residential uses for elderly accommodations and bed and breakfasts, limiting the subject area to only those uses.

SPECIAL BENEFIT ANALYSIS

Analysis Summary

Special benefits are the difference between the fair market value of the properties in their before condition (without the proposed sewer improvements) and their after condition (with the proposed sewer improvements). A variety of factors lead to this change in value, including contribution/desirability of existing improvements, zoning, development timing and potential, decreased development costs, reduced operating expenses, and market demand for property. A ULID allows property owners to utilize the public process, including participation by other owners, public financing, and repayment over time, for construction of significant infrastructure improvements that would not likely be feasible by each individual or a small subset of owners.

The following are the primary factors considered in determining the special benefits that will accrue to each property:

1. Physical inspection of the sites and existing improvements (exterior inspections) for all properties included in the study. General inspection of the surrounding properties and neighborhood.
2. Analysis of market values both before and after in the subject neighborhood or comparable areas for all parcels. Analysis included land sales, improved sales, and rent analysis of properties with characteristics similar ULID parcels both with and without a potential sewer connection.
3. Consideration of the location, access, sanitation system, road improvements, other utilities, zoning, physical characteristics, and development potential of each parcel before completion of the ULID.
4. Consideration of the location, access, sewer system, road improvements, other utilities, zoning, physical characteristics, and development potential of each parcel after completion of the ULID.
5. An analysis of the highest and best use of each property based on before and after property characteristics and assumptions, analysis and other factors, the probable value change of each parcel as a result of the completion of the ULID project was determined. Individual variations in special benefits occur due to differences in physical, locational, and other characteristics.
6. Where appropriate, we have considered larger parcel ownerships based on common title/ownership, physical contiguity, and current and likely future uses.

Analysis Areas

In order to efficiently and consistently analyze the subject properties, we have grouped the properties based primarily on their zoning designations, with additional consideration of current and likely future uses, location of planned sewer improvements, as well as other factors. In developing value estimates for each property, these *Analysis Areas* are used in the selection of comparables and study of special benefits, which are then applied consistently in order to achieve proportional results. A brief description of the characteristics within each Analysis Area is summarized as follows:

Analysis Area 1 (Parks and Open Space)

These parcels consist primarily of City and County owned properties that are zoned for and/or used as public parks and open space, specifically Tollgate Farm and one improve parcel of Meadowbrook Farm. These parcels are encumbered with wetlands, conservation deed restrictions that prevent most if not all economic development, are currently used as public parks/open space.

SUBJECT PARCELS/ANALYSIS AREAS MAP

space, and/or have the POSPF zoning designation. Because of the limited development potential of these parcels, there is little rationale for special benefits accruing to these parcels. One parcel/building of Meadowbrook Park will likely connect to sewer and has been included based an estimated economic site area and contribution of the building improvements.

Analysis Area 2 (NB/USOD, Commercial Uses)

Analysis Area 2 consists of a small grouping of commercially zoned properties on the north/east side of Boalch Avenue. These parcels are improved with a church, multi-purpose quasi-industrial building, self-storage facility, and several small office buildings. The frontage of these parcels is assumed developable, though our review of delineated and/or potential wetland mapping available, aerials, and other public information, suggests significant wetlands and critical areas occupying the northerly portion of particularly the larger sites.

Analysis Area 3 (NB/USOD, Commercial Uses)

Analysis Area 3 consists of two distinct areas of commercial zoning (a) to the south/west of Boalch Avenue NW and straddling both sides of North Bend Way and (b) on the south side of NW 8th Street between North Bend Way and Bendigo Boulevard adjacent to the South Fork Snoqualmie River. These parcels have a variety of current uses including single-family residential, commercial, and industrial, and several of the parcels are vacant. An assemblage of six vacant parcels is under development with Phase I of the Snoqualmie Valley Athletic Complex project, with a 75,000sf indoor athletic facility to be constructed in a future phase (dependent on sewer). Many of the properties have areas of potential wetlands, onsite streams, and/or are within the floodway.

Analysis Area 4 (CLDR/USOD, Residential Uses)

Analysis Area 4 consists of a clustering of residentially zoned (CLDR) parcels and SFR uses on both the north and south sides of NW 14th Street, to the west of Bendigo Boulevard. These properties range in size from about 18,000sf to more than five acres and with improvements ranging from older interim-use residences with little contribution to newly renovated homes of good to very good condition. Several of the properties on the south side of NW 14th Street (and one on the north) could be subdivided with additional home sites if sewer were available, though we note development of 14th Street to City standards and extension of city water or Water District service would be required. Several of the properties have potential areas of wetlands and large portions of the sites are within the 100-year floodplain, which has been considered in our conclusion of potential additional lots in the after condition.

Analysis Area 5 (EP-1, Industrial)

Analysis Area 5 consists of properties north and west of the Nintendo Headquarters and south of W. North Bend Way. They largely have Employment Park 1 designation that allows almost exclusively for industrial uses, though two tax parcels (one common ownership) are improved with a large single-family home. It also includes a portion of a railroad corridor located between North Bend Way and Alm Way, which is used by the Northwest Railway Museum for seasonal tourist train operations. This area is impacted by Gardiner Creek and has areas of steep slopes that impact usable areas.

Larger Parcel Analysis

Some of the parcels in the ULID boundary are owned in combination with others under single ownership, put to the same or complimentary uses, and are physically contiguous. Parcels with these characteristics have been analyzed as larger parcel ownerships based on Washington State Law and typical appraisal methodology.

Vacant/Improved Property Analysis

Because of the improved characteristics of a number of the parcels, we have researched comparable sales in order to develop our opinion of underlying land value in the before and after conditions. Some of the properties have existing improvements in place but were nevertheless determined to be underdeveloped due to the relative size, age, and/or condition of these improvements. These properties are considered interim uses and have been valued as if vacant.

Other properties have more significant improvements that will likely continue regardless of the proposed ULID project. These properties have been analyzed with a highest and best use as improved, some with excess land that could be developed within a reasonably foreseeable timeframe assuming the availability of sewer. We considered the before and after factors for these properties as improved, such as changes in neighborhood characteristics, market rents, vacancy, and other economic factors, including any excess land.

Valuation

Our opinion of special benefits is based in some part upon the premise that for most of the vacant/interim use properties in the ULID area, construction of some elements of the project/sewer improvements would be a prerequisite for development to their respective highest and best uses. Alternatively, this land would remain vacant, under effective moratorium conditions. The effective building moratorium is a result of the fact that no development is permitted on properties zoned for commercial uses without connection to sewer. Furthermore, the current zoning code indicates that no subdivision/short platting of sites zoned for residential uses is allowed without the provision of sewer. Such conditions support the premise that improvements to area's utilities infrastructure resulting from the ULID are necessary for development of the properties.

The project will impact property values positively by changing specific property characteristics such as the sanitation system provided by City, lifting of effective moratoriums, and neighborhood demand in the after condition. For the majority of the properties, these factors will, in turn, permit development of properties to more intensive uses and will make the properties more attractive in the marketplace compared to properties with relatively inferior infrastructure characteristics. For the properties valued as improved, special benefits result from the project due to the potential replacement for aging septic systems and increased desirability by buyers/investors, generally reflected by a reduction in capital expenditure risk, the potential for an increased underlying land value upon reversion and thus decrease in risk and associated capitalization rates.

Property Specific Analysis

The analysis that follows is based upon a review of comparable land and improved sales in the ULID boundary and comparable locations in North Bend, Snoqualmie, and other similar areas. These sales are relied upon to support the before and after values for the various parcels. Comparison of the before and after values yields a conclusion of special benefits for each property. Details of comparable sales used in this analysis are included in our files.

For analysis of the contributory values of the property improvements in the before and after conditions, we reviewed current construction costs, current rents, and improved property sales to support our conclusions. The values in the before and after conditions are greater than land value for the properties improved to their highest and best uses, including the contribution of the building and site improvements. The value differences varied

depending on the improvements' ages, sizes and zoning. Details of the appraisers' analysis is retained in our files.

Vacant Land/Interim Uses Analyzed as Vacant Land

Properties analyzed with a highest and best use as vacant included about 40 of the tax parcels in the ULID, due to either current vacant status or high land values relative to building and site improvement contribution. Overall values in the before and after conditions were based largely upon net usable site areas (gross areas adjusted for sensitive areas factors) and zoning designations.

All of the properties in the after condition are considered to have nearby access to the proposed sewer system, and the properties no longer bear the burden of septic system construction and maintenance upon development. Additionally, vacant commercial or interim-use properties are no longer impacted by the effective building moratorium and associated uncertainty and risk of when the properties can be put to an economic use. We analyzed property sales with sewers in similar neighborhoods and communities with similar zoning, as well as the costs of septic systems and the related land area requirements for drainage fields.

Our review of comparable land sales indicates consistent land values for the various commercial zoning (NB and EP-1) designations. Recent and historical sales generally reflect land values in the range of about \$2/sf to \$9/sf, with the lower end of the range reflecting larger acreage parcels with sensitive areas and more limited direct frontage/access. The high end of the range is for smaller lots sizes with superior access/exposure characteristics and/or with interim improvements to cover holding costs and/or generate some economic return during holding periods. Given the unique characteristics of the subject parcels, we generally conclude values at the lower end of the range in the before condition. In the after condition, we conclude an increase of about \$1/sf to \$2/sf for the EP-1-zoned properties and as much \$3/sf for NB-zoned properties along Bendigo Boulevard and North Bend Way.

For CLDR land, underlying land values on a \$/sf basis vary widely depending on lot size, as no parcels without sewer service are permitted for subdivision or short plat and thus they can support only a single residence regardless of size. Large parcel lots of several acres or more are concluded at \$2.50/sf to \$3.50/sf, while smaller lots of 15,000sf to 20,000sf reflecting much higher unit values of up to about \$10/sf. These values reflect that no additional subdivision or short plat is possible until sewer service is available. In the after condition, the larger lots can be short platted to achieve additional lots, with existing improvements either retained or removed. These properties are benefitted between \$1.50/sf to \$2.50/sf, depending on the existing configuration and/or onsite sensitive areas that may limit new lot potential. Our analysis results in benefits of about \$75,000 to \$90,000 per potential lot in most cases.

A low value of \$1/sf for most public areas park areas zoned POSPF is appropriate in both the before and after conditions, with no special benefits concluded.

Improved Single-Family Residences

Residential properties analyzed as improved include a wide variety of properties throughout the ULID area. Before values are determined using the Sales Comparison Approach, which was supported by the Cost Approach. Important factors in determining before values include the quality of building improvements, along with ages, building sizes, and site considerations. The continued utility and related cost factors for existing septic systems

were also considered. Our opinion is that properties in this condition increase in value in the after condition a minimum of \$10,000, with additional value resulting from larger building sizes and excess land.

Improved Commercial Uses

Other properties considered as improved were analyzed in the before condition similar to single-family residences in their before condition, considering land sizes and any building improvements, along with their quality, types, ages, sizes and number of units. For the after values, we concluded a 2% to 5% increase over the before values due to the contribution of the proposed sewer system, with a minimum value increase threshold concluded similar to the minimum residential value increases, due primarily to cost factors, with varying increases a result of the potential for excess land and the remaining economic life of the improvements. The higher indication is for properties with the potential for excess land and/or with more limited remaining economic life and will benefit from the sewer system when redeveloped.

CONCLUSION

The *ULID Property Summary Matrix* is contained in the *Addenda* to this report, detailing the special benefits to each property, as well as summary property characteristics. The before values are given for each property, as well as the after values. The after value is subtracted from the before value to determine the estimated special benefits. The special benefits assessments are also provided on a per square foot of land area basis for comparative purposes.

Based on our investigation and analysis of all relevant data, it is our opinion the property values, including estimated special benefits accruing to the subject properties upon completion, as of February 3, 2021, are:

Meadowbrook Sewer LID

Cost Element	Total
Total Property Values - Before Condition	\$54,152,000
Total Property Values - After Condition	<u>\$65,769,000</u>
Special Benefit Conclusion	\$11,617,000
Anticipated Project Costs	\$7,452,000
<i>Special Benefit Assessment Ratio</i>	<i>64%</i>

The total cost of the project is anticipated at about \$7,452,000. In the State of Washington, up to 100% of the special benefits may be assessed to property owners, but the assessments cannot be greater than the special benefits. It is anticipated 100% of the project cost will be assessed to property owners, which reflects about 64% of the total special benefits.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no other real estate services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property.)
10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

Date of Value: February 3, 2021



Matthew C. Sloan, MAI, SRA
State Cert. #27011-1101655

CERTIFICATION

I certify that, to the best of my knowledge and belief:

14. The statements of fact contained in this report are true and correct.
15. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
16. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
17. I have performed no other real estate services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
18. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
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20. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
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26. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

Date of Value: February 3, 2021



Gregory Goodman, MAI
State Cert. #27011 1101089

ADDENDA

- Property Summary Matrix
- LID Boundary and Sewer Service Maps
- Sensitive Area Mapping
- Appraiser Qualifications

PROPERTY SUMMARY MATRIX

Meadowbrook Sewer ULID Property Summary Matrix

Property Summary Matrix

Before & After Values/Special Benefits \$7,452,000

Council Packet April 2023																		
D No.	Large Parcels	Tax ID (APN)	Property Name	Property Address	Taxpayer Name	Zoning	Current Use	HBU	Building Area (sf)	Net Area (sf)	Building Year	Built	CLDR	Ass.	Prem.	Ratio	Assessment	Special Benefit Description
													Fee Simple	Fee Simple Before	Fee Simple After	Special Benefit	%	SB
1	1	A	042308 9028	North Bend Animal Clinic	North Bend Animal Clinic Inc	1615 Bendigo Blvd N	Office	NB/US/DO	23,251	2,832	1974	\$18,115	3%	\$ 40	0.16%	\$11,620	Commercial Connection	
2	2	A	052308 9057	North Bend Animal Clinic	North Bend Animal Clinic Inc	1615 Bendigo Blvd N	Office	NB/US/DO	21,505	1,512	1972	\$5,410	3%	\$ 55	0.30%	\$22,714	Commercial Connection	
3	3	A	541870 0100	Boulevard North Office Building	BB42 LLC	1531 Bendigo Blvd N	Office	NB/US/DO	64,343	6,153	1972	\$86,445	40%	\$ 200	1.61%	\$19,606	Commercial Land	
4	4	B	541870 0105		Kamieski Laurenne	40529 SE Snoqualmie North Bend	Office	NB/US/DO	69,636	23,533	1950	\$86,614	40%	\$ 200	1.61%	\$66,615	Commercial Connection	
5	5	B	541870 0111		Deems Pascal & Julie	1234 NW 14th St	Office	NB/US/DO	80,586	56,586	1932	\$87,223	25%	\$ 200	1.97%	\$76,589	SFR + Excess Land	
6	6	B	541870 0115		McBain Albert	* Site Address*	Office	NB/US/DO	18,006	18,006	1943	\$25,000	14%	\$ 139	0.22%	\$16,037	Residential Land	
7	7	B	541870 0109		Zora Joseph & Jennifer	1226 NW 14th St	Office	NB/US/DO	18,006	18,006	1943	\$53,060	2%	\$ 56	0.09%	\$6,415	SFR Connection	
8	8	B	541870 0110		Wandy Theo & Michael E	1148 NW 14th St	Office	NB/US/DO	18,006	18,006	1956	\$40,060	2%	\$ 56	0.09%	\$6,415	SFR Connection	
9	9	B	541870 0112		Fingersons William J	1108 NW 14th St	Office	NB/US/DO	33,938	33,938	1970	\$45,035	2%	\$ 56	0.09%	\$6,415	SFR Connection	
10	10	B	541870 0113		Encompass Northwest	1407 Beach Ave NW	Daycare	NB/US/DO	43,131	43,131	1994	\$81,053	5%	\$ 143	0.53%	\$39,240	Commercial Land	
11	11	B	541870 0015		Encompass Day Care	40625 SE Snoqualmie-North Bend	Office	NB/US/DO	38,075	38,075	1994	\$1,099,963	50%	\$ 250	8.87%	\$60,698	Commercial Land	
12	12	C	541870 0020		Bendigo Properties LLC	40626 SE Snoqualmie N Bend R	Office	NB/US/DO	48,920	48,920	1997	\$88,361	3%	\$ 132	1.56%	\$16,188	Commercial Connection	
13	13	C	541870 0010		Bendigo Properties LLC	40626 SE Snoqualmie N Bend R	Office	NB/US/DO	43,833	43,833	1997	\$131,300	3%	\$ 132	1.56%	\$159,792	Commercial Land	
14	14	C	541870 0020		Bendigo Properties LLC	40626 SE Snoqualmie N Bend R	Office	NB/US/DO	77,034	77,034	1997	\$86,361	40%	\$ 200	2.14%	\$176,038	SFR + Excess Land	
15	15	C	541870 0005		Bendigo Properties LLC	40626 SE Snoqualmie N Bend R	Office	NB/US/DO	83,503	83,503	1997	\$12,650	25%	\$ 200	3	2.36%	\$10,902	SFR + Excess Land
16	16	C	541870 0005		Bendigo Properties LLC	40626 SE Snoqualmie N Bend R	Office	NB/US/DO	185,630	185,630	1997	\$86,361	31%	\$ 200	3	1.22%	\$159,802	SFR + Excess Land
17	17	C	542308 9036	Calvary Mount Si Church	MT Si Business Park LLC	1546 Beach Ave NW	Church	NB/US/DO	185,443	8,400	1972	\$1,435,215	5%	\$ 65	0.59%	\$43,851	Commercial Connection	
18	18	C	542308 9026	Calvary Mount Si Church	MT Si Business Park LLC	1546 Beach Ave NW	Church	NB/US/DO	265,938	137,498	1972	\$86,361	50%	\$ 200	1.56%	\$16,188	Commercial Connection	
19	19	C	542308 9027	Calvary Mount Si Church	MT Si Business Park LLC	1545 Beach Ave NW	Church	NB/US/DO	265,933	137,498	1972	\$86,361	50%	\$ 200	1.56%	\$16,188	Commercial Connection	
20	20	C	541870 0025	Snoqualmie Valley Activity Center	Pharm By	1450 Beach Ave NW	Office	NB/US/DO	23,553	23,553	2020	\$62,765	50%	\$ 200	2.14%	\$176,038	SFR + Excess Land	
21	21	C	541870 0081		Bendigo Brandon J & Katie	1480 NW North Bend Way	Office	NB/US/DO	31,160	23,216	2020	\$1,112,000	50%	\$ 200	3	2.36%	\$16,188	Commercial Land
22	22	C	541870 0080		Bordelon Pamela G	1305 NW 14th St	Office	NB/US/DO	124,561	124,561	1927	\$452,244	31%	\$ 150	2	1.22%	\$159,802	SFR + Excess Land
23	23	C	541870 0075		Antonio Corian W & Rebecca L	1245 NW 14th St	Office	NB/US/DO	124,561	124,561	1947	\$85,303	31%	\$ 200	3	1.24%	\$159,802	SFR + Excess Land
24	24	C	541870 0070		Eunis Thomas J	1225 NW 14th St	Office	NB/US/DO	124,146	124,146	1927	\$60,965	39%	\$ 200	3	2.05%	\$153,955	SFR + Excess Land
25	25	C	541870 0065		Delilah Norma & Linda	1135 NW 14th St	Office	NB/US/DO	106,722	76,722	1953	\$1,220,332	42%	\$ 200	1.32%	\$86,429	SFR + Excess Land	
26	26	C	541870 0065		Delilah Roger & Norma	1147 NW 14th St	Office	NB/US/DO	17,000	17,000	1974	\$43,000	50%	\$ 200	0.09%	\$16,188	SFR Connection	
27	27	C	541870 0060		Fryer Christopher M & Sarah	1107 NW 14th St	Office	NB/US/DO	64,146	23,471	1934	\$10,000	25%	\$ 200	2	1.38%	\$10,288	SFR + Excess Land
28	28	C	541870 0005		Pharm By	* Site Address*	Office	NB/US/DO	24,371	24,371	1934	\$74,740	40%	\$ 200	0.42%	\$16,188	Commercial Land	
29	29	C	541870 0052		Patterson Jenna L & Morley	1304 Bendigo Blvd N	Office	NB/US/DO	25,045	15,045	1958	\$10,000	4%	\$ 66	0.09%	\$16,415	SFR Connection	
30	30	C	541870 0052		Pharm By	1305 NW 14th St	Office	NB/US/DO	66,684	25,045	1958	\$23,225	30%	\$ 150	0.15%	\$16,188	Commercial Connection	
31	31	C	541870 0045		Moon Motor Cycle/Auto Repair	1410 NW 14th St	Industrial	NB/US/DO	25,830	29,830	1982	\$1,221,420	50%	\$ 200	1.29%	\$16,145	Commercial Connection	
32	32	D	541870 0046		Moon Motor Cycle/Auto Repair	1410 NW 14th St	Industrial	NB/US/DO	17,244	17,244	1982	\$1,664,475	50%	\$ 200	1.24%	\$16,145	Commercial Connection	
33	33	D	541870 0048		Moon Motor Cycle/Auto Repair	1410 NW 14th St	Industrial	NB/US/DO	12,508	12,508	1982	\$1,220,332	50%	\$ 200	1.24%	\$16,145	Commercial Connection	
34	34	D	541870 0047		Chinook Lumber	1266 Bendigo Blvd N	Industrial	NB/US/DO	13,713	4,020	1964	\$1,459,218	50%	\$ 200	1.54%	\$114,740	Commercial Land	
35	35	D	541870 0043		Frlich Eric J	1355 Beach Ave NW	Office	NB/US/DO	81,624	59,624	1974	\$74,6992	60%	\$ 300	1.54%	\$46,480	Commercial Land	
36	36	E	541870 0041		The Welding Shop	939 NW 14th St	Industrial	NB/US/DO	44,924	44,924	2020	\$1,21,855	60%	\$ 300	0.62%	\$16,188	Commercial Land	
37	37	E	541870 0042		The Welding Shop	621 NW 14th St	Industrial	NB/US/DO	6,001	6,001	1934	\$1,44,194	60%	\$ 300	0.62%	\$16,188	Commercial Land	
38	38	E	541870 0040		The Welding Shop	1410 Beach Ave NW	Industrial	NB/US/DO	3,228	3,228	1934	\$1,44,194	60%	\$ 300	0.62%	\$16,188	Commercial Land	
39	39	E	542308 9012		Eastside Self Storage	1410 Beach Ave NW	Office	NB/US/DO	266,351	23,232	2020	\$12,954,000	2%	\$ 95	2.19%	\$16,188	Commercial Connection	
40	40	E	542308 9023		Seattle Valley Transportation	930 34th St SE	Office	NB/US/DO	65,113	65,113	1970	\$130,266	40%	\$ 200	1.12%	\$16,188	Commercial Land	
41	41	F	542308 9021		Yellow Activity Center	SL 1410 NW North Bend Way	Office	NB/US/DO	69,347	43,290	1968	\$104,000	50%	\$ 200	1.40%	\$16,188	Commercial Land	
42	42	F	542308 9031		Dizay Bee Investing LLC	19 NW 14th St	Office	NB/US/DO	147,000	97,000	1974	\$194,000	50%	\$ 200	0.83%	\$16,188	Commercial Land	
43	43	F	542308 9049		RR Corridor	1016 P St	Office	NB/US/DO	191,664	127,630	1974	\$191,348	50%	\$ 200	2.55%	\$189,664	Commercial Land	
44	44	F	542308 9046		RR Corridor	1016 P St	Office	NB/US/DO	191,664	127,630	1974	\$191,348	50%	\$ 200	2.55%	\$189,664	Commercial Land	
45	45	F	542308 9046		RR Corridor	1016 P St	Office	NB/US/DO	191,664	127,630	1974	\$191,348	50%	\$ 200	2.55%	\$189,664	Commercial Land	
46	46	F	542308 9046		Power Substation	123 Aim Way	Office	NB/US/DO	230,865	230,865	2020	\$46,406	50%	\$ 100	4.19%	\$16,188	Commercial Land	
47	47	F	542308 9050		Page Western Inc	130 NW North Bend	Office	NB/US/DO	367,039	347,709	2020	\$1,390,836	50%	\$ 200	2.27%	\$16,188	Commercial Land	
48	48	F	542308 9034		Bendigo Birch N	130 NW North Bend	Office	NB/US/DO	44,247	44,247	2020	\$42,247	50%	\$ 200	5.99%	\$16,188	Commercial Land	
49	49	F	542308 9034		Bendigo Birch N	130 NW North Bend	Office	NB/US/DO	28,000	28,000	2020	\$46,870	50%	\$ 200	0.00%	\$16,188	Commercial Land	
50	50	F	542308 9063		Tolgate Farm	130 NW North Bend	Office	NB/US/DO	46,870	46,870	2020	\$46,870	50%	\$ 200	0.00%	\$16,188	Commercial Land	
51	51	F	542308 9013		Tolgate Farm	130 NW North Bend	Office	NB/US/DO	91,017	91,017	2020	\$1,01,017	50%	\$ 200	0.00%	\$16,188	Commercial Land	
52	52	F	542308 9048		Tolgate Farm	130 NW North Bend	Office	NB/US/DO	73,046	73,046	2020	\$73,046	50%	\$ 200	0.00%	\$16,188	Commercial Land	
53	53	F	542308 9048		Tolgate Farm	130 NW North Bend	Office	NB/US/DO	43,462	43,462	2020	\$47,462	50%	\$ 200	0.00%	\$16,188	Commercial Land	
54	54	F	542308 9014		Tolgate Farm	130 NW North Bend	Office	NB/US/DO	43,560	3,420	1951	\$86,744	50%	\$ 141	0.89%	\$16,188	Commercial Land	
55	55	G	082308 9021		Maguire Julia Lavonne	775 NW 14th St	Office	NB/US/DO	47,044	47,044	2020	\$1,05,781	50%	\$ 200	13.16%	\$16,188	Commercial Land	
56	56	G	082308 9021		Maguire Julia Lavonne	130 NW North Bend	Office	NB/US/DO	1,097,452	53,645	2020	\$1,58,856	50%	\$ 200	29.47%	\$1,207,744	Commercial Land	
57	57	H	082308 9004		Bettes Victoria T	130 NW North Bend	Office	NB/US/DO	1,097,452	247,712	2020	\$1,58,856	50%	\$ 200	29.47%	\$1,207,744	Commercial Land	
58	58	H	082308 9004		Bettes Victoria T	130 NW North Bend	Office	NB/US/DO	287,060	1,097,452	2020	\$1,58,856	50%	\$ 200	29.47%	\$1,207,744	Commercial Land	
59	59	H	082308 9027		Bettes Victoria T	130 NW North Bend	Office	NB/US/DO	1,097,452	1,097,452	2020	\$1,58,856	50%	\$ 200	29.47%	\$1,207,744	Commercial Land	
60	60	I	092308 9002		Nintendo/VACANT LAND	99999 SE 113th St	Office	NB/US/DO	1,097,452	1,097,452	2020	\$1,58,856	50%	\$ 200	29.47%	\$1,207,744	Commercial Land	
61	61	I	092308 9002		Nintendo/VACANT LAND	99999 SE 113th St	Office	NB/US/DO	1,097,452	1,097,452	2020	\$1,58,856	50%	\$ 200	29.47%	\$1,207,744	Commercial Land	
62	62	I	092308 9002		Nintendo/VACANT LAND	99999 SE 113th St	Office	NB/US/DO	1,097,452	1,097,452	2020	\$1,58,856	50%	\$ 200	29.47%	\$1,207,744	Commercial Land	
63	63	I	092308 9003		DENTAL CLINIC	99999 SE 113th St	Office	NB/US/DO	1,097,452	1,097,452	2020	\$1,58,856	50%	\$ 200	29.47%	\$1,207,744	Commercial Land	
64	64	I	092308 9012		DENTAL CLINIC	99999 SE 113th St	Office	NB/US/DO	1,097,452	1,097,452	2020	\$1,58,856	50%	\$ 200	29.47%	\$1,207,744	Commercial Land	
65	65	I	092308 9012		DENTAL CLINIC	99999 SE 113th St	Office	NB/US/DO	1,097,452	1,097,452	2020	\$1,58,856	50%	\$ 200	29.47%	\$1,207,744	Commercial Land	
66	66	I	092308 9010		DENTAL CLINIC	99999 SE 113th St	Office	NB/US/DO	1,097,452	1,097,452	2020	\$1,58,856						

EXHIBIT F

Council Packet April 5, 2022

LID BOUNDARY AND PROPOSED SEWER SERVICE MAPS

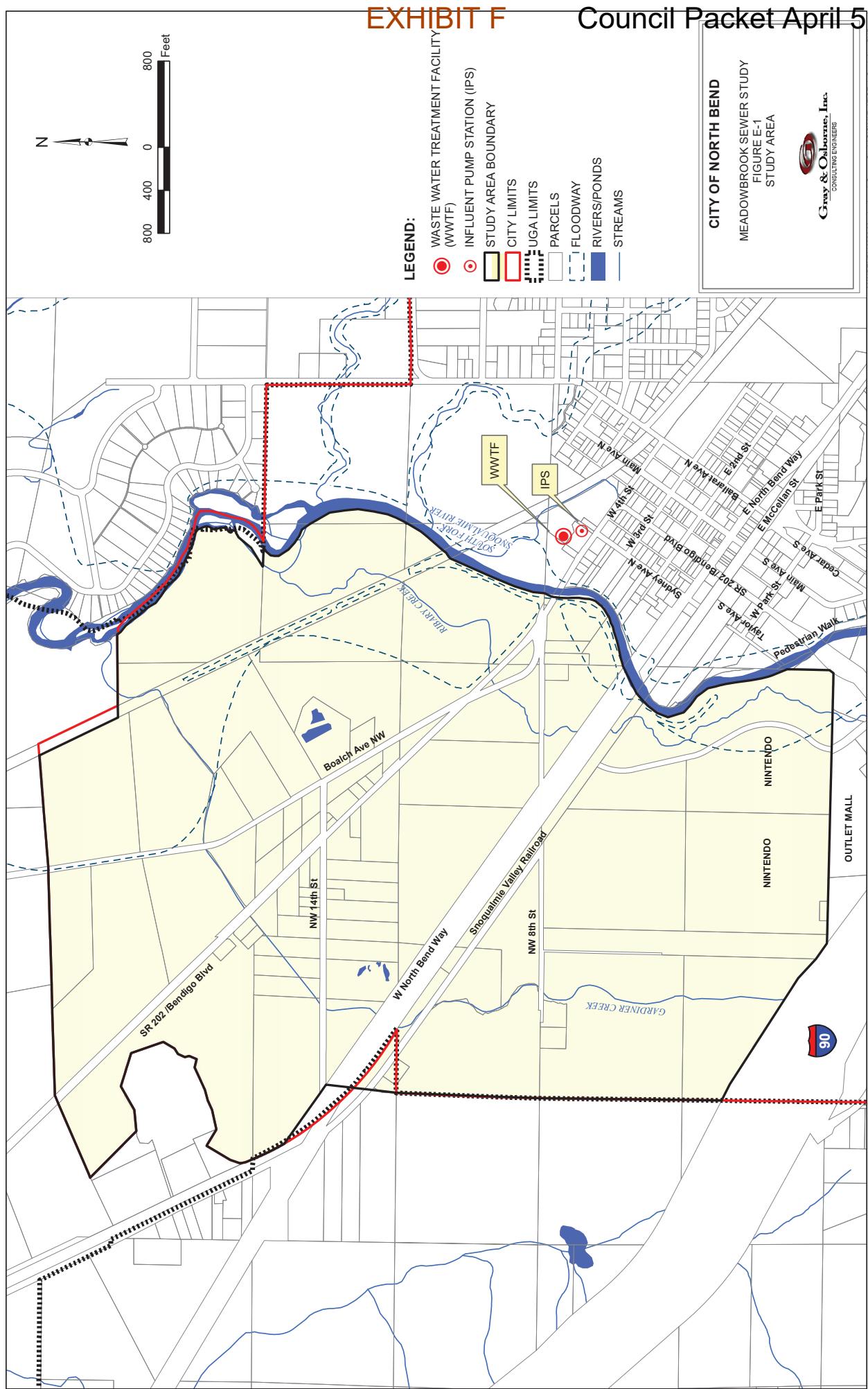
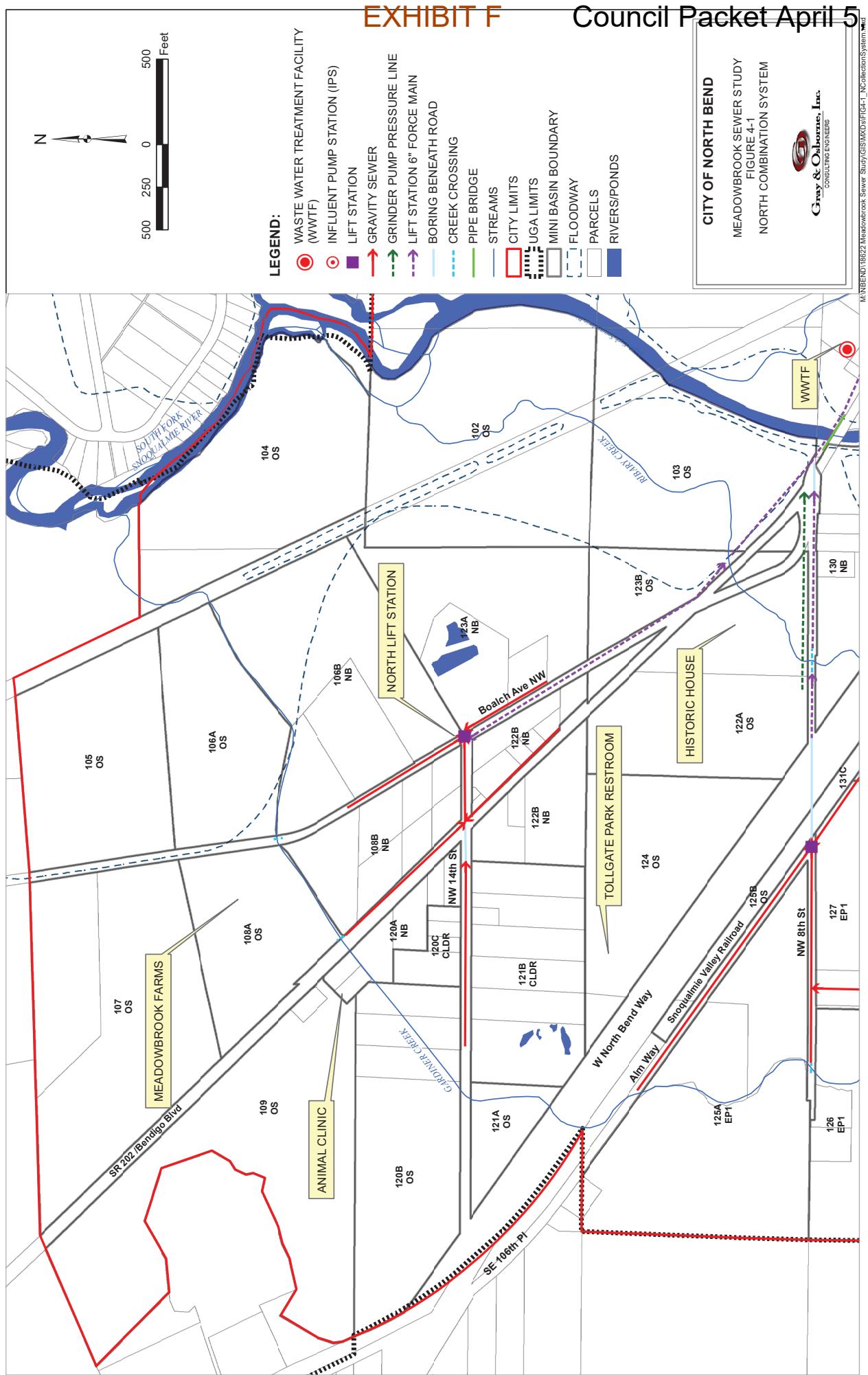


EXHIBIT F

Council Packet April 5, 2022



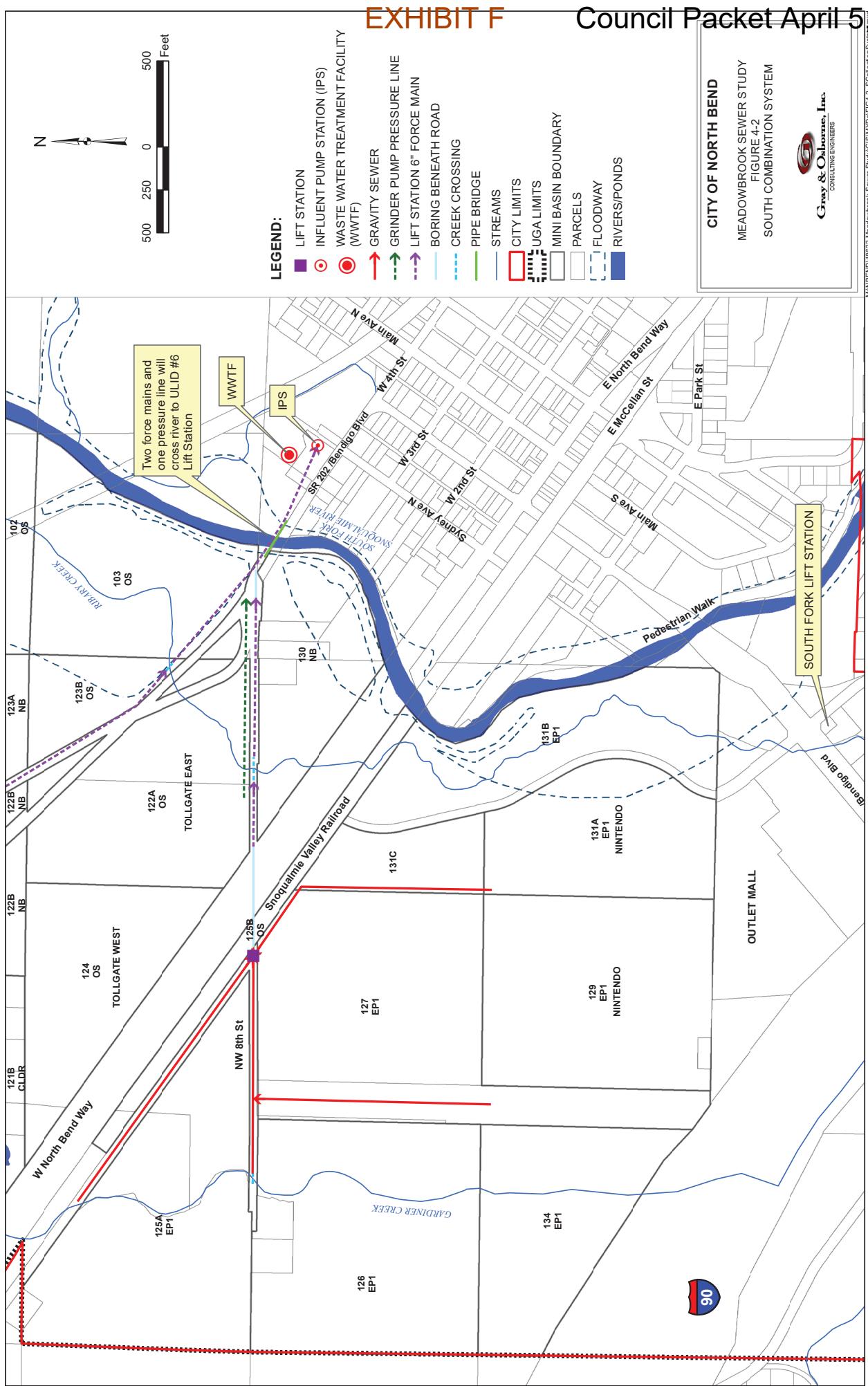
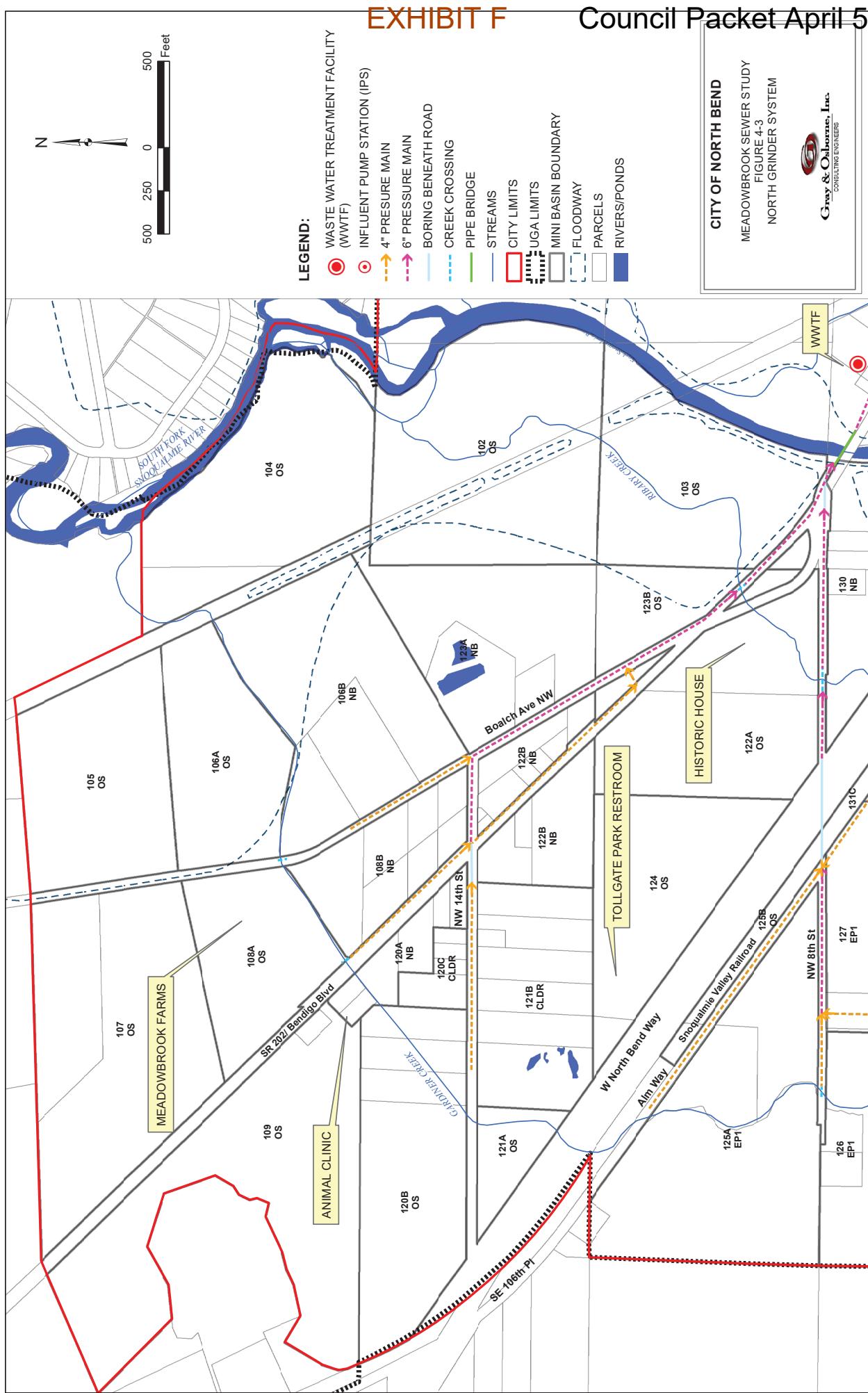


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Council Packet April 5, 2022



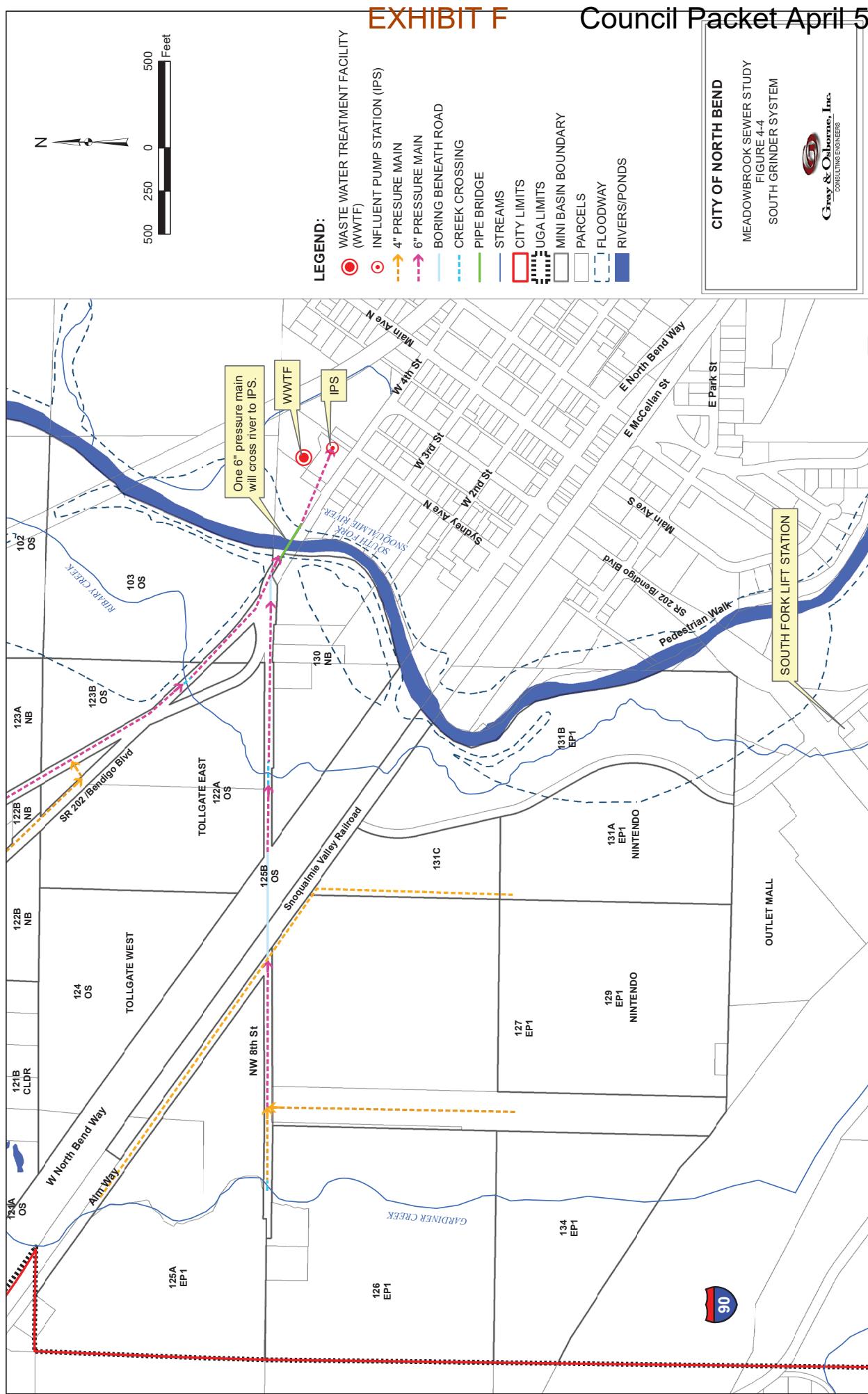
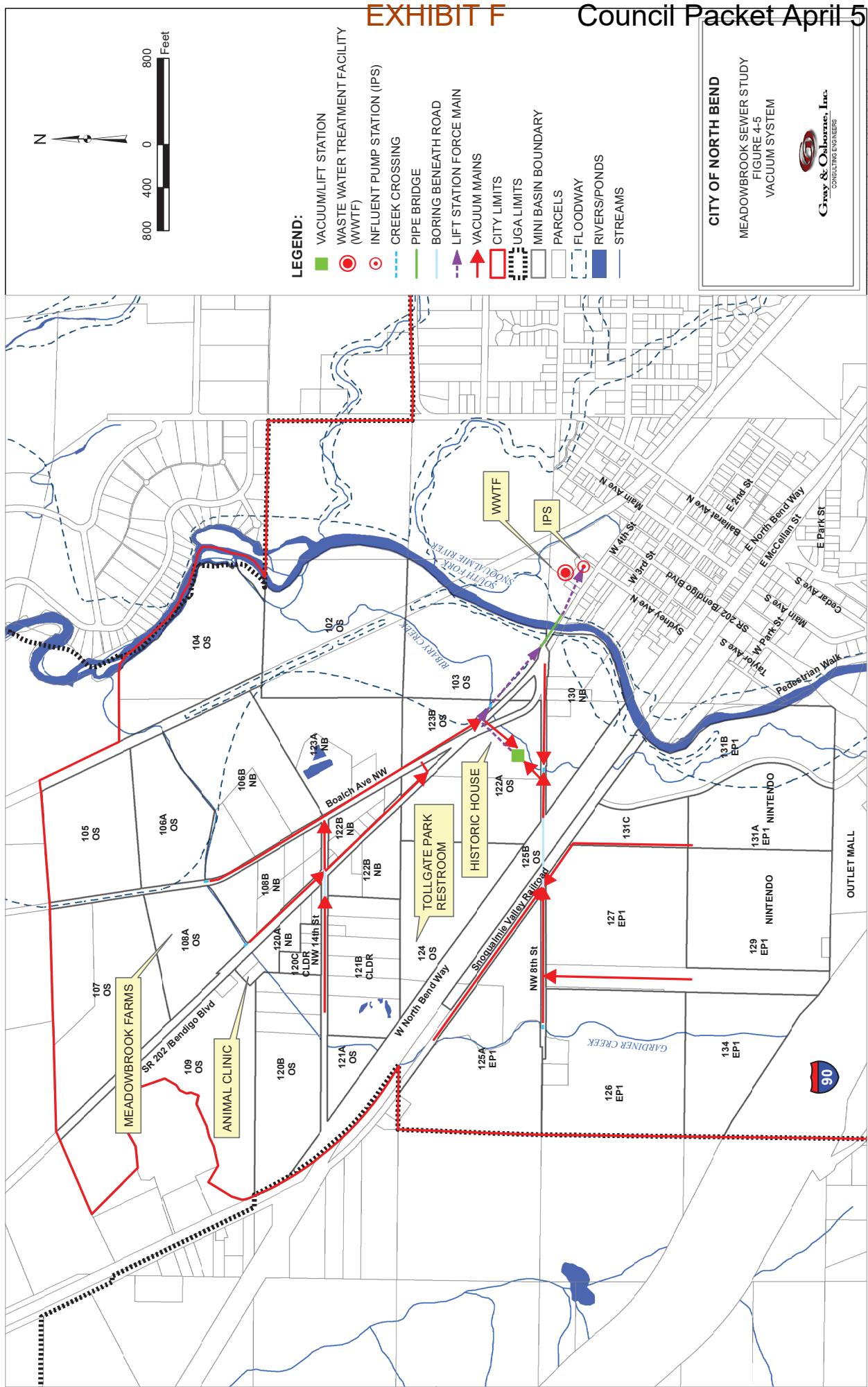
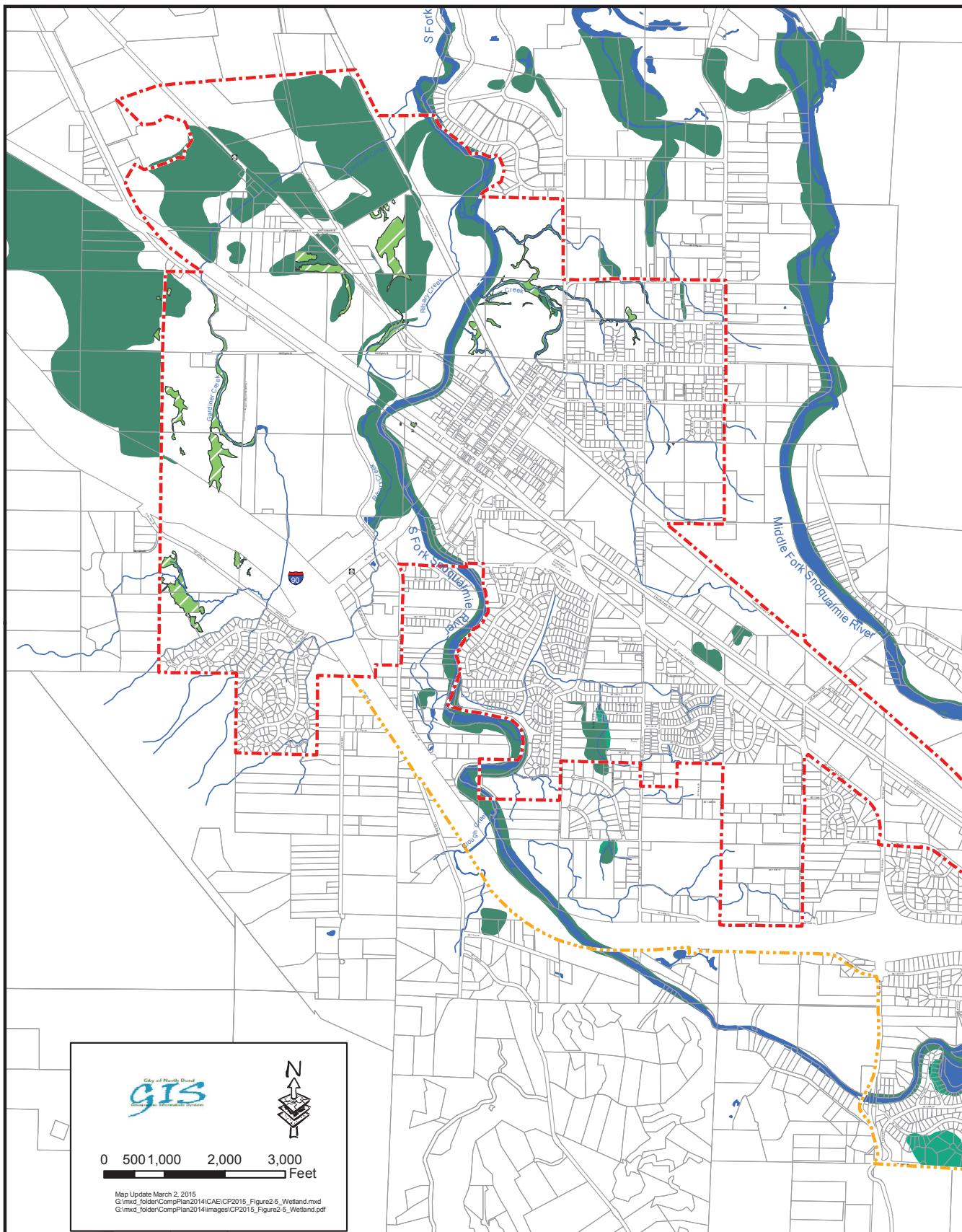


EXHIBIT F

Council Packet April 5, 2022

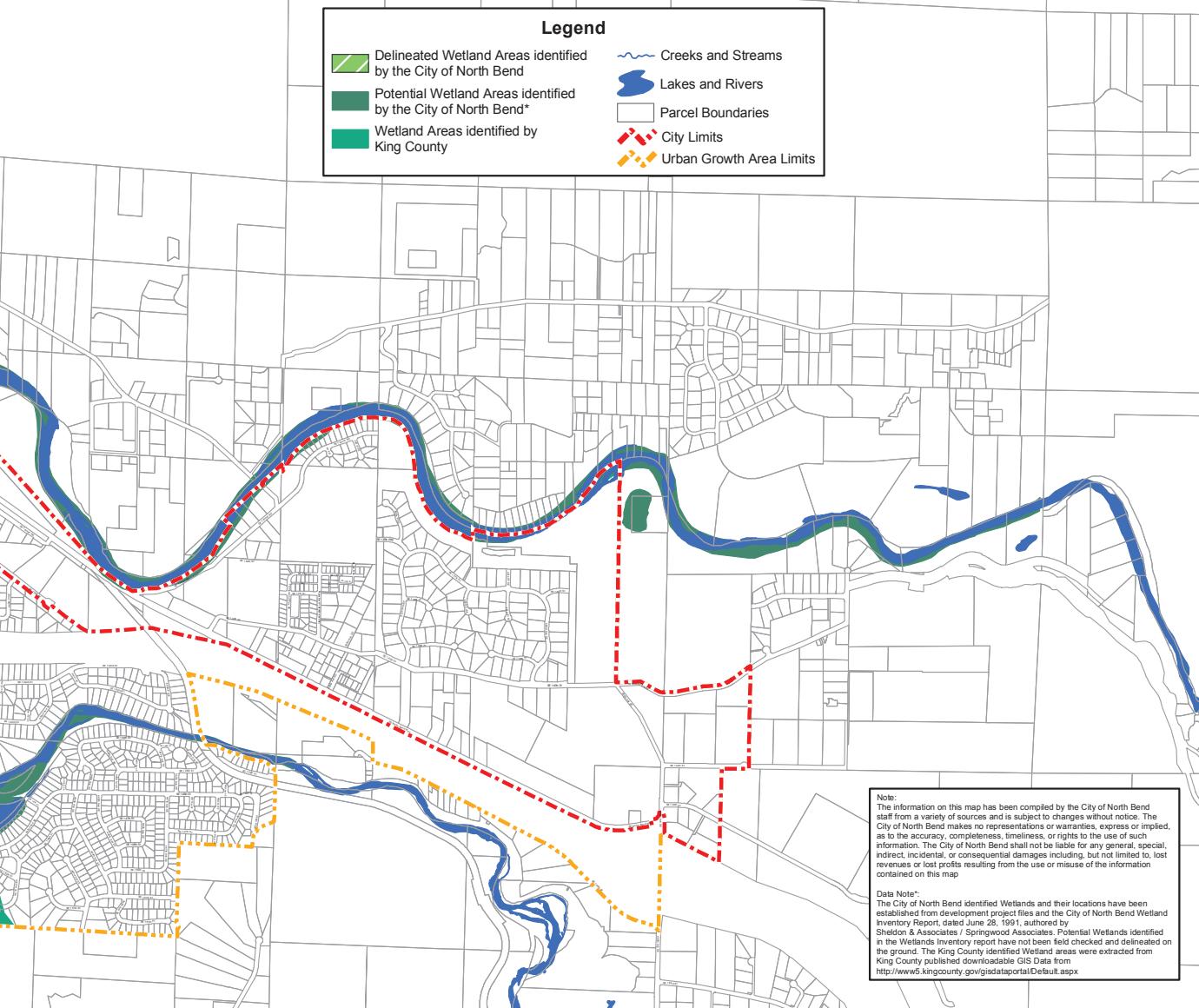
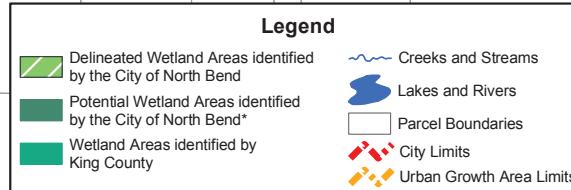


SENSITIVE AREA MAPPING



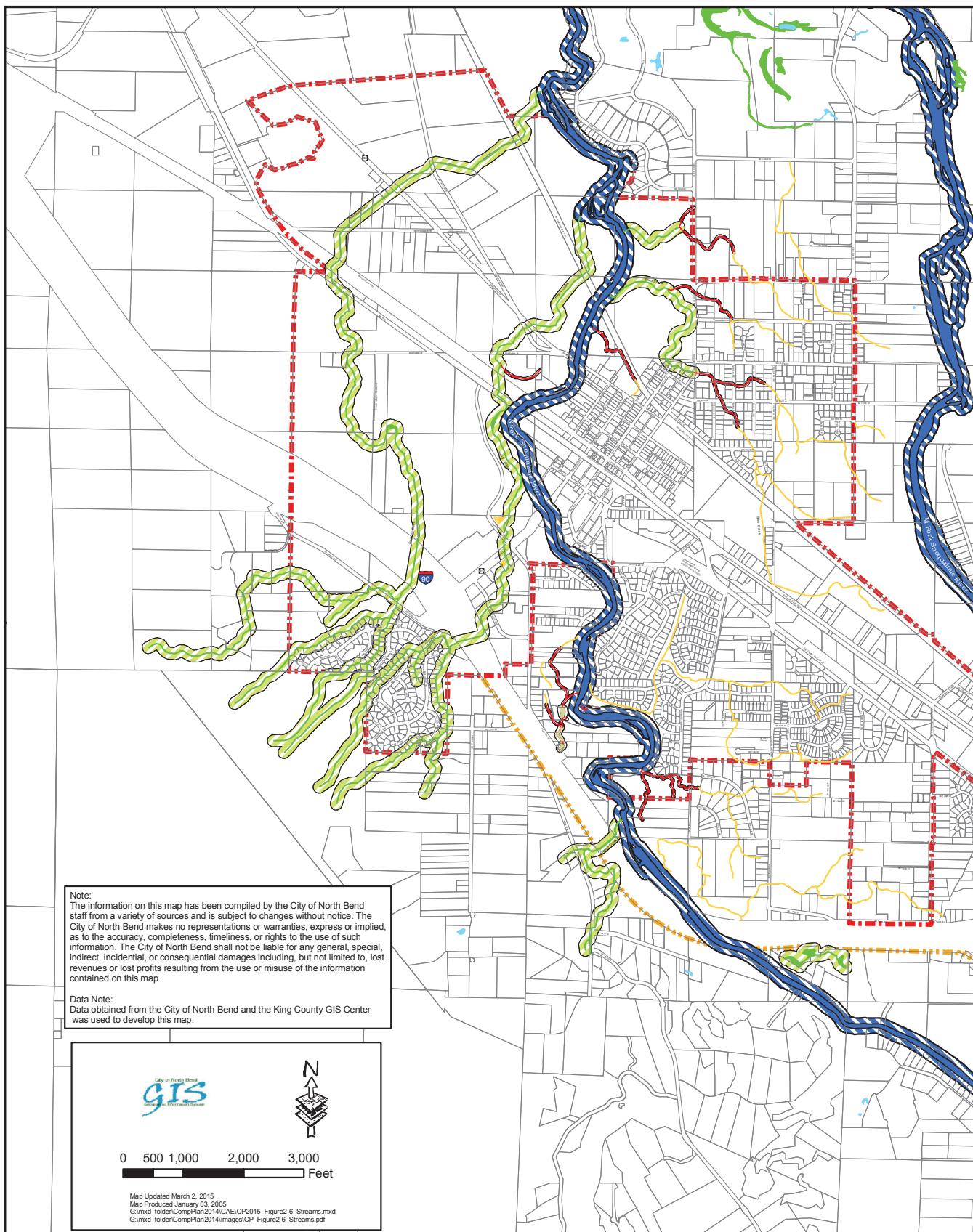


City of North Bend Comprehensive Plan 2015 Wetland Area Map Figure 2-5

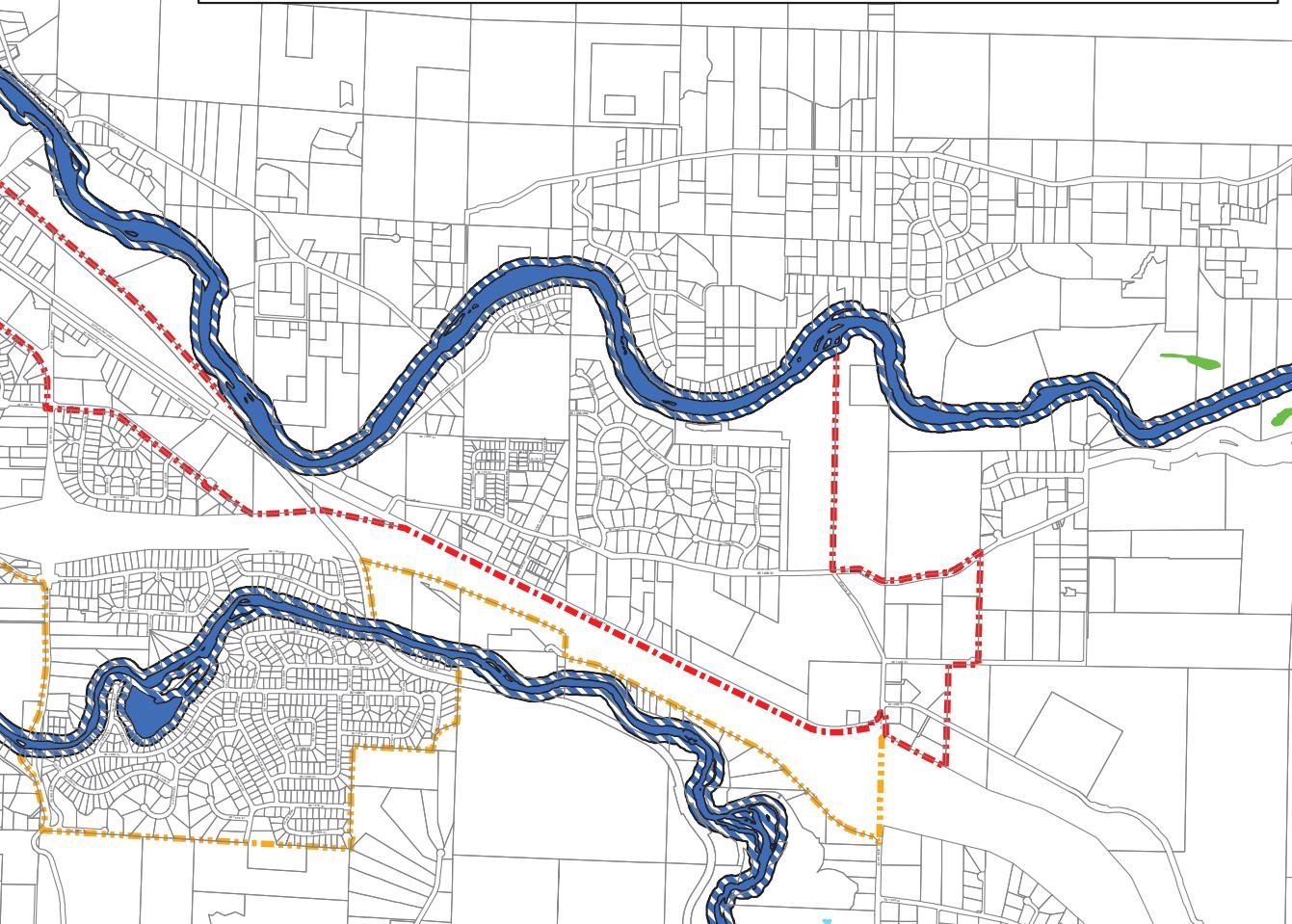
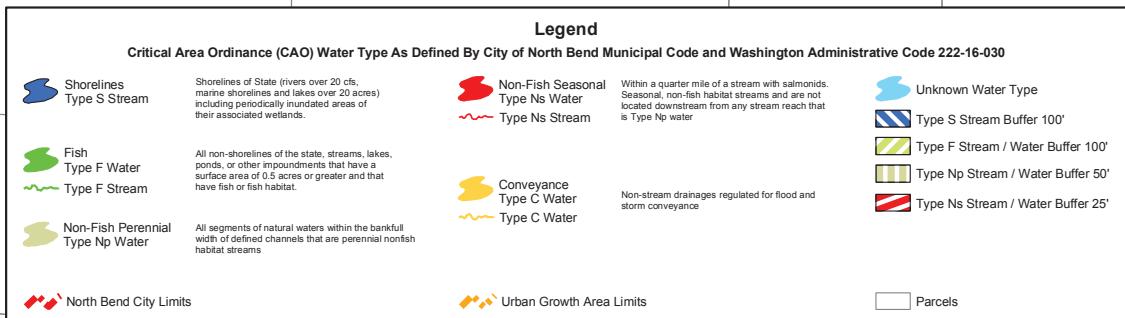


Note:
The information on this map has been compiled by the City of North Bend staff from a variety of sources and is subject to changes without notice. The City of North Bend makes no representations or warranties, express or implied, as to the accuracy, completeness, timeliness, or rights to the use of such information. The City of North Bend 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.

Data Note:
The City of North Bend identified Wetlands and their locations have been established from development project files and the City of North Bend Wetland Inventory (Version 2014-1, available at www.northbend.org). Potential Wetlands identified in the Wetlands Inventory have not been field checked and delineated on the ground. The King County identified Wetland areas were extracted from King County published downloadable GIS Data from <http://www5.kingcounty.gov/gisdataportal/Default.aspx>



 **City of North Bend**
Comprehensive Plan 2015
River and Stream Map
Figure 2-6



QUALIFICATIONS OF GREGORY GOODMAN, MAI

Principal – SOVA Consulting, 2019 – Present
Principal – Valbridge Property Advisors, 1999 – 2019

Experience

Involved in the real estate field since February of 1999. Appraisal experience includes a wide variety of appraisal assignments, consisting of vacant and improved commercial, industrial, residential and mixed use properties. Examples of the wide variety of properties appraised include: large scale mixed use projects comprised of retail, office and residential uses, subdivisions, sensitive area properties, rail and utility corridors, lake bedlands, shopping centers, auto dealerships, as well as more typical commercial, industrial and residential improved properties.

Valuations have been performed for acquisitions in fee, leased fee and leasehold interests, as well as various partial interests including conservation easements, utility easements, subsurface easements and air rights easements. Numerous appraisal assignments performed have been associated with condemnation of all or a part of a property and involved mediation and other litigation support work. Appraisal assignments include work throughout the Puget Sound Region, including King, Pierce, Snohomish, Kitsap, Thurston, Whatcom, Skagit, and Island Counties.

Education

University of Washington, Seattle, Washington:

BA Degree in Business Administration with concentrations in Finance and Information Systems, December of 1998.

Appraisal Institute

Recent continuing education coursework includes:

- Basic and Advanced Condemnation courses
- Appraising Environmentally Contaminated Properties
- UASFLA (Yellow Book) course
- Attacking and Defending an Appraisal in Litigation
- Valuation of Easements and other Divided Interests

Select Client List

Government/Public Agencies

City of Auburn	City of SeaTac
City of Bellevue	City of Sumner
City of Bellingham	City of Seattle
City of Bothell	City of Tukwila
City of Edmonds	City of University Place
City of Everett	Covington Water District
City of Kent	Edmonds School District
City of Kirkland	Jefferson County
City of North Bend	King County Dept. of Transportation
City of Puyallup	King County Open Space
City of Redmond	King County Public Works
City of Renton	Monroe Public Schools

GREGORY GOODMAN, MAI, CONTINUED

Attorneys-at-Law

Cairncross & Hempelmann
 Davis Wright Tremaine
 Foster Pepper
 Graham & Dunn
 Hanson, Baker, Ludlow & Drumheller
 K&L Gates
 Lane, Powell, Spears & Lubersky
 Lasher, Holzapfel, Sperry & Ebberson

Perkins Coie
 Riddell Williams
 Short, Cressman & Burgess
 Stella Pitts and Associates
 Tousley Brain Stephens
 Washington State Attorney General's Office
 Williams & Williams

Private Sector

Burlington Northern Santa Fe
 Cadman, Inc.
 Cascade Land Conservancy
 Certified Land Services
 Clise Properties Inc.
 David Evans and Associates
 Deposit & Associates
 Development Services of America
 Evergreen Center Associates
 Greenwell/Renton LLC
 Jefferson Land Trust
 Johnson Underwood Properties
 Kittitas Conservation Trust
 Lakeside Industries
 Lynden Incorporated
 Master Park

McDonald's Corporation
 Nature Conservancy
 Newmark Realty Capital
 New Ventures Group
 Palmer Coking Coal
 Pharos Corporation
 Port Blakely Communities
 Puget Sound Energy
 Puget Western
 Quadrant
 San Juan Preservation Trust
 Seattle Art Museum
 Seattle Pacific University
 Staubach
 Stellar Holdings, Inc.

Financial Institutions

Anchor Savings Bank
 Bank of America
 Charter Bank
 Frontier Bank
 Timberland Bank

Toyota Financial Services
 Sterling Savings Bank
 Union Bank
 US Bank

State Certification Number – General:

27011-1101089

Expiration:

12/02/21

QUALIFICATIONS OF MATTHEW C. SLOAN, MAI, SRA

Principal – SOVA Consulting, 2019 – Present
Principal – Valbridge Property Advisors, 2000 – 2019

Experience

Matt Sloan, MAI, SRA, has nearly 20 years of experience working directly with a wide variety of agencies, earning his MAI designation in 2016 and SRA in 2019. Experience includes an extensive history of large right of way projects throughout the region, focused on valuation-related consulting but also including many aspects of the public project development process including project scoping/impact analysis, project budgeting, sensitivity and risk analysis, federal funding participation, key appraiser and appraisal management activities. His practice focuses on appraisal and valuation issues relating partial acquisitions, easements, and specialized studies of damages and special benefits related to commercial, industrial and residential properties. He has also worked on large Local Improvement Districts (LIDs) and performed a wide variety of other specialized studies.

Education

University of Washington, Seattle, Washington:

Commercial Real Estate Certificate, a nine-month interdisciplinary program of specialized subject study including commercial real estate development, valuation, insurance, risk management, and business and real estate law. Completed June 2006.

City University, Seattle, Washington:

Bachelor of Science in Business Administration, emphasis in project management. Completed June 2005.

Appraisal Institute/North Seattle Community College, Seattle, Washington:

Completion of extensive required coursework, examination, capstone project and peer-audited experience review for obtaining MAI and SRA designations. Continual ongoing courses and seminars to satisfy continuing education requirements for both the Appraisal Institute and Washington Department of Licensing. Completion of extensive required coursework, examination, capstone project and peer-audited experience review for obtaining MAI and SRA designations. Continual ongoing courses and seminars to satisfy continuing education requirements for both the Appraisal Institute and Washington Department of Licensing.

Select Client List:

Sound Transit	Port of Seattle
Puget Sound Energy	City of Seattle
King County	Pierce County
Miller Nash Graham & Dunn	Preston Gates
CH2M Hill	Universal Field Services
RESGroup NW	Washington State Department of Transportation
City of Bellevue	Snohomish County
Skagit County	Ellis Li McKinstry
Enslee Best	HDR Engineering
LaBonde Land	Abeyta & Associates

State Certification Number – General: 27011-1101655

Expiration: 03/04/22



City Council Agenda Bill

SUBJECT:	Agenda Date: April 5, 2022	AB22-036
Ordinance Amending North Bend Municipal Code Chapter 18.14 Site Plans, Chapter 18.16 Off-street Parking, and Chapter 18.34 Design Standards	Department/Committee/Individual	
Cost Impact: N/A	Mayor Rob McFarland	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney - Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Rebecca Deming	X
	Finance – Dawn Masko	
	Public Works – Mark Rigos	

Attachments: Ordinance, Planning Commission Staff Report

SUMMARY STATEMENT:

This proposal is for amendments to North Bend Municipal Code Chapter 18.14 Site Plans to expand applicability to required site plan approval for changes to outdoor use areas; Chapter 18.16 to clarify requirements for a commercial change of use related to parking; and Chapter 18.14 Site Plans to expand the single-family design standards to all new construction of Single-Family Homes.

The proposed amendments include:

1. Chapter 18.14 Site Plans:

North Bend Municipal Code Subsection 18.14.010(A) (Applicability) is proposed to be amended as follows:

- A. Site plan review and approval shall be required prior to issuance of a building permit (If required) when provided under this chapter. Site plan review shall be required for the following:
 1. All new nonresidential uses for the location of any building or any multifamily development in which more than two dwelling units would be contained.
 2. Nonresidential expansion, new and/or change of outdoor use area including but not limited to expanded parking, storage, or outdoor seating.
 - 2.3. The expansion of any building or development.

This amendment is to ensure that changes to outdoors area, including changes to outdoor seating or parking configuration are reviewed for compliance with city codes.

2. Chapter 18.16 Off-street Parking:

North Bend Municipal Code Subsection 18.16.040(B) (Off-street parking – Expansion, enlargement or change of use) is proposed to be amended as follows:

- B. Change of Use.

1. When a residential structure is changed into a commercial structure, excluding a home occupation use, off-street parking shall be provided for the commercial use as required by this chapter. The change of use provision shall not apply in the downtown commercial (DC) zoning district when improvements are less than 50 percent of the assessed value of the structure over a 10-year period.
2. When a non-residential use is changed into a different non-residential use, off-street parking shall be provided for the new use as required by NBMC table 18.16.090, when the new use requires additional parking greater than the existing use.

City Council Agenda Bill

a. Exemptions:

- i. No additional parking space need be provided where the number of additional parking spaces required for the new use is less than 10 percent of the parking spaces on site.
- ii. If no more than a total of 3 parking spaces are required for the new use.

This amendment is to make clear and enforce that parking standards are met when a change of use occurs.

3. Chapter 18.34 Design Standards:

North Bend Municipal Code Subsection 18.34.050(A) (Single-family and cottage residential) is proposed to be amended as follows:

A. The following section of this chapter outlines the design standards and guidelines for new single-family and cottage homes ~~over two units/ lots~~. This section should also be read along with performance standards in NBMC 18.10.050 for associated cottage and single-family design standards. This section is organized as follows:

1. Subsection A of this section, Single-Family and Cottage Residential.
2. Subsection B of this section, Architectural Style and Related Matters.
3. Subsection C of this section, Materials and Color.
4. Subsection D of this section, Building Mass and Scale.
5. Subsection E of this section, Building Orientation.
6. Subsection F of this section, Garages.
7. Subsection G of this section, Setback Variation.
8. Subsection H of this section, Lot Layout and Design.

This amendment ensures the design standards for single family homes are all proposed homes. The standards that apply to homes that are not part of a plat include roof type (compatible with architecture), siding materials, windows (trim or recessed), colors (variation), and building orientation (primary façade facing the street).

The Planning Commission held a Public Hearing on March 10, 2022 and provided a recommendation to Council to approve the proposed amendments.

APPLICABLE BRAND GUIDELINES: Design Standards

COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this item at their March 15, 2022 meeting and recommended approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB22-036, an ordinance amending North Bend Municipal Code Chapter 18.14 Site Plans, Chapter 18.16 Off-street Parking, and Chapter 18.34 Design Standards, as a first and final reading.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 5, 2022		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, RELATING TO THE CITY'S ZONING
CODE, NBMC TITLE 18; AMENDING NBMC
SUBSECTION 18.14.010(A) RELATING TO SITE PLAN
REVIEW APPLICABILITY; AMENDING NBMC
SUBSECTION 18.16.040(B) RELATING TO CHANGE OF
USES FOR OFF-STREET PARKING; AMENDING NBMC
SUBSECTION 18.34.050(A) RELATING TO DESIGN
STANDARDS FOR SINGLE-FAMILY AND COTTAGE
RESIDENTIAL PROPERTIES; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, North Bend Municipal Code (“NBMC”) Title 18 contains the City’s development standards; and

WHEREAS, the City desires to amend the development standards relating to site plan review applicability, change of use requirements for off-street parking, and design standards for single family and cottage residential properties (collectively “Proposed Amendments”); and

WHEREAS, the City submitted a *Notice of Intent to Adopt* the Proposed Amendments to the Washington State Department of Commerce on January 31, 2022, which was issued to state agencies for a 60-day comment period as required pursuant to Chapter 36A.70 RCW, and no comments were received; and

WHEREAS, a State Environmental Policy Act (“SEPA”) Determination of Non-Significance (“DNS”) and notice of public hearing were issued for the Proposed Amendment on February 25, 2022, with a comment deadline of March 14, 2022, and three public comments and one agency comment have been received; and

WHEREAS, the City of North Bend Planning Commission held a public hearing on the Proposed Amendments on March 10, 2022, wherein public and commissioner testimony was received and addressed; and

WHEREAS, the City Council finds that the Proposed Amendments are consistent with the requirements of the Growth Management Act, Chapter 36.70A RCW, and followed the procedural requirements of the NBMC; and

WHEREAS, the City Council finds that the procedural, public notice, public participation, and all other requirements set forth in NBMC Chapter 20.08 (Comprehensive Plan and Development Regulation Amendment Procedures) have been satisfied;

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

Section 1. Findings of Fact: The WHEREAS clauses set forth above are incorporated as findings of fact as if fully set forth herein.

Section 2. NBMC 18.14.010(A), Site Plans – Applicability, Amended: North Bend Municipal Code Subsection 18.14.010(A) (Applicability) is hereby amended as follows:

A. Site plan review and approval shall be required prior to issuance of a building permit (If required) when provided under this chapter. Site plan review shall be required for the following:

1. All new nonresidential uses for the location of any building or any multifamily development in which more than two dwelling units would be contained.
2. Nonresidential expansion, new, and/or change of outdoor use area including but not limited to expanded parking, storage, or outdoor seating.
- 2.3. The expansion of any building or development.

Section 3. NBMC 18.16.040(B), Off-Street Parking – Expansion, Enlargement or Change of Use, Amended: North Bend Municipal Code Subsection 18.16.040(B) (Off-street parking – Expansion, enlargement or change of use) is hereby amended as follows:

B. Change of Use.

1. When a residential structure is changed into a commercial structure, excluding a home occupation use, off-street parking shall be provided for the commercial use as required by this chapter. The change of use provision shall not apply in the downtown commercial (DC) zoning district when improvements are less than 50 percent of the assessed value of the structure over a 10-year period.

2. When a non-residential use is changed into a different non-residential use, off-street parking shall be provided for the new use as required by NBMC table 18.16.090, when the new use requires additional parking greater than the existing use.

a. Exemptions:

- i. No additional parking space need be provided where the number of additional parking spaces required for the new use is less than 10 percent of the parking spaces on site.
- ii. If no more than a total of 3 parking spaces are required for the new use.

Section 4. NBMC 18.34.050(A), Single-Family and Cottage Residential, Amended:

North Bend Municipal Code Subsection 18.34.050(A) (Single-family and cottage residential) is hereby amended as follows:

A. The following section of this chapter outlines the design standards and guidelines for new single-family and cottage homes ~~over two units/ lots~~. This section should also be read along with performance standards in NBMC 18.10.050 for associated cottage and single-family design standards. This section is organized as follows:

1. Subsection A of this section, Single-Family and Cottage Residential.
2. Subsection B of this section, Architectural Style and Related Matters.
3. Subsection C of this section, Materials and Color.
4. Subsection D of this section, Building Mass and Scale.
5. Subsection E of this section, Building Orientation.
6. Subsection F of this section, Garages.
7. Subsection G of this section, Setback Variation.
8. Subsection H of this section, Lot Layout and Design.

Section 5. 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 6. Effective Date: This ordinance shall be published in the official newspaper of

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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 5TH DAY OF
APRIL, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk



**Staff Report and Planning Commission Recommendation
To Amend Municipal Code Chapter 18.14 Site Plans, Chapter 18.16 Off-street Parking,
and Chapter 18.34 Design Standards**

Meeting Date: March 10, 2022

Proponent: City of North Bend

Staff Recommendation: A Motion to recommend City Council approval of the proposed Ordinance amending NBMC Chapter 18.14 Site Plans, Chapter 18.16 Off-street Parking, and Chapter 18.34 Design Standards.

I. Purpose of Proposed Municipal Code Amendments:

The City of North Bend is proposing amendments to North Bend Municipal Code Chapter 18.14 Site Plans to expand applicability to required site plan approval for changes to outdoor use areas; Chapter 18.16 to clarify requirements change commercial change of use requires parking review; and Chapter 18.14 Site Plans to expand the single-family design standards to all new construction of Single Family Homes.

II. Proposed Amendments

1. Chapter 18.14 Site Plans:

North Bend Municipal Code Subsection 18.14.010(A) (Applicability) is proposed to be amended as follows:

- A. Site plan review and approval shall be required prior to issuance of a building permit (If required) when provided under this chapter. Site plan review shall be required for the following:
 1. All new nonresidential uses for the location of any building or any multifamily development in which more than two dwelling units would be contained.
 2. Nonresidential expansion, new and/or change of outdoor use area including but not limited to expanded parking, storage, or outdoor seating.
 - 2-3. The expansion of any building or development.

This amendment is to ensure that changes to outdoors area, including changes to outdoor seating or parking configuration are reviewed for compliance with city codes.

2. Chapter 18.34 Off-street Parking:

North Bend Municipal Code Subsection 18.16.040(B) (Off-street parking – Expansion, enlargement or change of use) is proposed to be amended as follows:

- B. Change of Use.

1. When a residential structure is changed into a commercial structure, excluding a home occupation use, off-street parking shall be provided for the commercial use as required by this chapter. The change of use provision shall not apply in the downtown commercial (DC) zoning district when improvements are less than 50 percent of the assessed value of the structure over a 10-year period.

2. When a non-residential use is changed into a different non-residential use, off-street parking shall be provided for the new use as required by NBMC table 18.16.090, when the new use requires additional parking greater than the existing use.

a. Exemptions:

- i. No additional parking space need be provided where the number of additional parking spaces required for the new use is less than 10 percent of the parking spaces on site.
- ii. If no more than a total of 3 parking spaces are required for the new use.

This amendment is to make clear and enforce that parking standards are met when a change of use occurs.

3. Chapter 18.34 Design Standards:

North Bend Municipal Code Subsection 18.34.050(A) (Single-family and cottage residential) is proposed to be amended as follows:

A. The following section of this chapter outlines the design standards and guidelines for new single-family and cottage homes ~~over two units/ lots~~.
This section should also be read along with performance standards in NBMC 18.10.050 for associated cottage and single-family design standards.

This section is organized as follows:

1. Subsection A of this section, Single-Family and Cottage Residential.
2. Subsection B of this section, Architectural Style and Related Matters.
3. Subsection C of this section, Materials and Color.
4. Subsection D of this section, Building Mass and Scale.
5. Subsection E of this section, Building Orientation.
6. Subsection F of this section, Garages.
7. Subsection G of this section, Setback Variation.
8. Subsection H of this section, Lot Layout and Design.

This amendment ensures the design standards for single family homes are all proposed homes. The standards that apply to homes that are not part of a plat include roof type (compatible with architecture), siding materials, windows (trim or recessed), colors (variation), and building orientation (primary façade facing the street).

See attached Exhibit A for the proposed Ordinance

IV. Impacts of Proposed Amendment

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

- 1) **Environmental Impacts.** No environmental impacts are anticipated from amending NBMC Chapter 18 cited above. Regulations protecting critical areas, managing stormwater runoff, and controlling floodplain impacts are governed by the Critical Area Regulations in NBMC Title 14, and apply regardless of what type of development occurs on a site.
- 2) **Economic Impacts.** Unknown. The proposed changes add review for additional projects, but ensure projects meet neighbor standards and new projects and changes meet the same requirements.
- 3) **Cultural Impacts.** No significant cultural impacts are anticipated from the amendments. The amendments. All proposed projects must plan for protecting cultural resources.
- 4) **Impacts to Surrounding Properties.** The proposed changes protect the integrity of surrounding uses by incorporating requirements equally.

V. Compatibility of Proposed Amendment with North Bend Comprehensive Plan (NBCP)

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

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

In accordance with NBMC 20.08.070 and .080, applications for municipal code amendments must be evaluated for compliance with the North Bend Municipal Code. The proposed amendment is compatible with the North Bend Municipal Code.

VII. Planning Commission Findings and Analysis

Pursuant to NBMC 20.08.100, the Planning Commission shall consider the proposed amendment against the criteria in NBMC 20.08.100 (B). A staff analysis is provided in italics under each criterion below.

1. Is the issue already adequately addressed in the Comprehensive Plan?
The Comprehensive Plan does not address the proposed amendment.
2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?
Yes. The proposed change to the codes ensures project meets city standards and architectural standards.
3. Is the proposed change the best means for meeting the identified public need?
Unknown. The proposed amendments clarify project requirements.
4. Will the proposed change result in a net benefit to the community?
Yes. The proposed codes amendments ensure project meets city standards and architectural standards.

VIII. Summary Findings:

1. The Planning Commission considered the proposed amendments and held a public hearing on the draft regulations at their March 10, 2022 meeting.
2. Following consideration of public comment received at the March 10, 2022 Public Hearing, the Planning Commission voted to approve the draft amendments.
3. Pursuant to RCW 36.70A.106, the draft regulations were forwarded to Commerce - Growth Management Services on January 31, 2022.
4. The proposed amendments are consistent with the procedures established in NBMC 20.08, *Comprehensive Plan and Development Regulations Amendment Procedures*. The Planning Commission finds that the proposed amendments are consistent with the criteria in NBMC 20.08.100(B) and would result in a net benefit to the community.

Staff Recommendation:

Based on the findings above and pending consideration of public input to be provided for and at the Public Hearing, staff recommends approval of the draft regulations as provided herein, attached Exhibit A.

Rebecca Deming, CED Director

Date

Planning Commission Recommendation

Following consideration of the Comprehensive Plan and Development Regulation Amendment process in NBMC 20.08.070 through 20.08.110 and public comment received at the public hearing, the Planning Commission recommends approval of the draft regulations as provided herein, attached Exhibit A.

Planning Commission Chair

Date

Exhibit A – Proposed Amendments