



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, May 3, 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: [May 3, 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: 854 8848 8654
Password: 151624
Call In Phone Number: 1-253-215-8782

CITY COUNCIL MEETING

May 3, 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 April 19, 2022		1
2) Payroll	April 20, 2022 – 28480 through 28486, in the amount of \$232,293.52		
3) Checks	May 3, 2022 – 72273 through 72349, in the amount of \$1,095,146.64		
4) AB22-048	Motion – Authorizing Contract with ETC for Community Survey	Ms. Deming	7
5) AB22-049	Resolution – Awarding Train Depot Rehab Project to AMER-X Inc.	Mr. Rigos	23
6) AB22-050	Motion – Authorizing Contract with DOC for Train Depot Rehab Project	Mr. Rigos	27
7) AB22-051	Resolution – Awarding 2 nd Street Project to Fury Site Works	Mr. Rigos	57
8) AB22-052	Motion – Authorizing Contract with Axis for Cascade Water Project	Mr. Rigos	65
9) AB22-053	Motion – Authorizing Contract with Parametrix RE Complete Streets	Mr. Rigos	71
10) AB22-054	Resolution – Authorizing Contracts for Snoqualm Lift Station Repair	Mr. Rigos	79
11) AB22-055	Resolution – Accepting TIB Grant for Complete Streets	Mr. Rigos	91
12) AB22-056	Resolution – Accepting Tanner Trail Nuisance Abatement Project	Mr. Rigos	101

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



ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

13) Proclamation	Affordable Housing Week	Mayor McFarland	107
14) AB22-057	Appointments to Planning Commission	Mayor McFarland	109
15) AB22-058	Appointments to Salary Commission	Mayor McFarland	125

INTRODUCTIONS:

16) AB22-059	Ordinance – Amending NBMC 17.08.150 RE Application Mr. McCarty	137
	Requirements for Preliminary Plats & Binding Site Plans	

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

ADJOURNMENT:

NORTH BEND CITY COUNCIL MINUTES

April 19, 2022

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: Elwood, Gothelf, Joselyn, Koellen, Loudenback, Miller and Rosen.

CONSENT AGENDA:

Minutes – Special Council Workstudy of March 15, 2022 & City Council Meeting of April 5, 2022

Payroll – April 5, 2022 – 28473 through 28479, in the amount of \$280,684.63

Checks – April 19, 2022 – 72221 through 72272, in the amount of \$350,002.64

AB22-037 – Resolution 2014 Granting Final Plat Approval for Maloney Estates

AB22-038 – Motion Authorizing Lease Agreement with Pitney Bowes for Mailing & Folding Equipment

AB22-039 – Resolution 2015 Granting Signature Authority for Federal Grant Reimbursements

AB22-040 – Resolution 2016 Updating Bond Procedures & Post Issuance Compliance Policy

AB22-041 – Ordinance 1775 Amending 2021 – 2022 Budget Ordinance 1737

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

CITIZEN'S COMMENTS:

Michael Thomas, 1231 LaForest Drive SE, expressed his appreciation for the teleconference option for City Council meetings. He expressed concern about the budget for water capital projects, including the Cascade Mitigation Pipeline project and Sallal Intertie, and requested budget breakdowns of operations and maintenance and capital water projects.

Mayor McFarland introduced incoming Finance Director Richard Gould to the City Council and staff. He noted Mr. Gould started employment with the City on April 11th and had over twenty years of municipal experience.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Presentation – Republic Services Update

Audio: 6:39

Municipal Sales Manager Wendy Weiker of Republic Services discussed the late December 2021/early January 2022 snowstorm and out of state strike that resulted in approximately two to three weeks of missed garbage pickup for City residents. She touched on the City's contract with Republic relative to missed service and residential credits and thanked Public Works staff for helping with the garbage drop off events held at Torguson Park for residents.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Miller, Chair
A report of the April 19th meeting was provided.

Finance & Administration Committee – Councilmember Elwood, Chair
A report of the April 5th meeting was provided.

Public Health & Safety Committee – Councilmember Koellen, Chair
No report. The April 12th meeting was cancelled.

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

Council Workstudy – Mayor Pro Tem Rosen
No report. The March 22nd Workstudy was cancelled.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the April 14th meeting was provided.

Planning Commission
A report of the March 24th meeting was provided.

Parks Commission
A report of the March 23rd meeting was provided.

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

Sound Cities Association Public Issues Committee – Councilmember Loudenback
A report of the April 13th meeting was provided.

Sound Cities Association Board of Health – Councilmember Koellen
A report of the April 7th meeting was provided.

DRAFT**INTRODUCTIONS:**

AB22-042 – Public Hearing, Resolution 2017 Adopting Saving Water Partnership Water Use Efficiency Goal

Audio: 44:42

City Engineer DeBerg provided the staff report.

Mayor McFarland opened the Public Hearing on a Resolution Adopting Saving Water Partnership Water Use Efficiency Goal at 7:53 p.m.

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Mayor McFarland closed the Public Hearing at 7:55 p.m.

Councilmember Loudenback **MOVED**, seconded by Councilmember Koellen to approve AB22-042, a resolution adopting the Saving Water Partnership Water Use Efficiency Goal. The motion **PASSED** 7-0.

AB22-043 – Ordinance 1776 Authorizing Interfund Loan

Audio: 57:13

Deputy City Administrator/Finance Director Masko provided the staff report.

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Councilmember Elwood **MOVED**, seconded by Councilmember Gothelf to approve AB22-043, an ordinance approving an Interfund Loan between the Capital Improvement (REET) Fund and the Water Utility Fund, as a first and final reading. The motion **PASSED** 7-0.

AB22-044 – Resolution 2018 Reimbursement for Water Capital Projects **Audio: 1:08:32**

Deputy City Administrator/Finance Director Masko provided the staff report.

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Councilmember Elwood **MOVED**, seconded by Councilmember Gothelf to approve AB22-044, a resolution appointing the Deputy City Administrator and/or Finance Director for the purpose of designating certain expenditures for reimbursement from bonds that may be authorized and approved by the City for issuance in the future. The motion **PASSED** 7-0.

DRAFT

AB22-045 – Motion Authorizing ILA Amendment with DNR for Dahlgren Park **Audio: 1:17:40**

Senior Planner Mike McCarty provided the staff report.

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Councilmember Elwood **MOVED**, seconded by Councilmember Gothelf to approve AB22-045, authorizing a First Amendment to Interlocal Agreement #93-100446 with Washington State Department of Natural Resources relating to Dahlgren Family Park, in a form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

AB22-046 – Resolution 2019 Authorizing Submittal of WWRP Grant for Meadowbrook Farm Trail **Audio: 1:49:31**

Senior Planner Mike McCarty provided the staff report.

Councilmember Miller **MOVED**, seconded by Councilmember Elwood to approve AB22-046, a resolution authorizing submittal of a WWRP Grant for the Meadowbrook Farm Baqʷab Prairie Loop Trail Project. The motion **PASSED** 7-0.

AB22-047 – Resolution 2020 Authorizing Submittal of WWRP Grant for South Fork Landing Adventure Park **Audio: 1:36:12**

Senior Planner Mike McCarty provided the staff report.

Councilmember Miller **MOVED**, seconded by Councilmember Elwood to approve AB22-047, a resolution authorizing submittal of a WWRP Grant with the Si View Metropolitan Park District for South Fork Landing Park Improvements. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Joselyn announced the Snoqualmie Valley Hospital was providing COVID-19 vaccines and booster shots to those interested and noted appointments were not required.

Councilmember Miller reported the regional cement strike was over and thanked drivers for their patience in areas where construction was soon to get underway.

Councilmember Rosen noted car prowls and catalytic converter thefts were on the rise and encouraged all to lock their cars and be vigilant for suspicious activity in area neighborhoods. Additionally, he thanked Ms. Weiker of Republic Services on her update

DRAFT

and encouraged her to see if Republic Services could figure out a solution regarding customer credit for missed services.

Councilmember Gothelf announced Eastside Fire & Rescue would be holding a Strategic Planning Meeting on April 20th at Fire Station 87.

City Administrator Miller thanked Council for their approval of tonight's agenda items related to park improvements.

Mayor McFarland spoke regarding the following items:

- North Bend Beautification Days – April 22nd & 23rd
- Yard Waste Recycling – Saturday, April 23rd 8 a.m. – Noon @ Public Works
- Prescription Take Back Day – Saturday, April 30th 10 a.m. – 2 p.m. at Snoqualmie Fire Station
- Special Recycling Event – Saturday, May 14th 9 a.m. – 3 p.m. at Snoqualmie Middle School

EXECUTIVE SESSION:

Mayor McFarland recessed the regular meeting for an Executive Session at 8:49 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i). No action was anticipated as a result of the Executive Session, which was expected to last thirty minutes and videotaping of the meeting ceased.

At 8:59 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

The regular meeting reconvened at 9:29 p.m.

ADJOURNMENT:

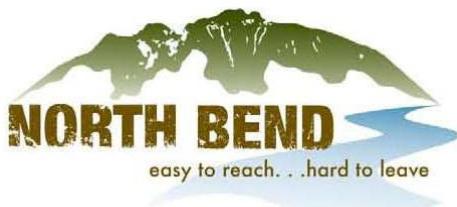
Councilmember Loudenback **MOVED** to adjourn, seconded by Councilmember Gothelf. The motion **PASSED** 7-0.

The meeting adjourned at 9:29 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: May 3, 2022	AB22-048
Motion Authorizing Contract with ETC to Conduct a Community Survey	Department/Committee/Individual	
Cost Impact: \$18,000	Mayor Rob McFarland	
Fund Source: General Fund	City Administrator – David Miller	
Timeline: Contract end December 31, 2022	City Attorney - Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	
	Community & Economic Development – Rebecca Deming	X
	Finance – Richard Gould	
	Public Works – Mark Rigos	

Attachments: Professional Services Agreement

SUMMARY STATEMENT:

The City of North Bend has a community survey project in its 2022 budget. Staff has reviewed many companies who perform community surveys. ETC is a company that performs full-service community surveys, including all outreach, and ensures survey samples reasonably reflect the demographic composition of the City with regard to geographic dispersion, age, gender, race/ethnicity and other factors.

The proposal includes a dashboard and an example of a dashboard that ETC Institute created for the City of Raleigh can be viewed here: <https://www.etcinstitute.com/directionfinder2-0/raleigh/>

The attached proposed contract is between the City and ETC, and if approved, would expire on December 31, 2022. City staff recommends approval of a contract with ETC.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services

COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this item at their April 19, 2022 meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-048, authorizing the Mayor to sign a contract with ETC to conduct a community survey, in a form and content approved by the City Attorney, in an amount not to exceed \$18,000.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
May 3, 2022		

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

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 2nd day of May, 2022, by and between the City of North Bend, a municipal corporation of the State of Washington (“City”) and ETC Institute, a limited liability company [or other entity type] (“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 EIGHTEEN THOUSAND DOLLARS AND 00/100 (\$18,000) 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 May 2, 2022 and ending December 31, 2022 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. **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**.

8. **Taxes, Licenses and Permits.**

- A. 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.

B. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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: Jason Morado
Director of Community Research
ETC Institute
725 W. Frontier Circle
Olathe, KS 66061
Phone: (913) 254-4514

15. 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.

16. 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

ETC INSTITUTE

By: _____
Jason Morado, Director of Community Research

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Michael R. Kenyon, City Attorney

EXHIBIT A:
SCOPE OF SERVICES

Consultant shall furnish and perform services including, but not limited to, the description of work and deliverable items indicated below.

Project Title: Community Survey

Supervising Staff. Consultant's main point of contact at City will be Rebecca Deming, Community and Economic Development Director, who can be reached at (425) 888-7646 or rdeming@northbendwa.gov, or such other personnel as City may designate from time to time.

Description of Work.

Task 1: Design the Survey and Prepare the Sampling Plan. Task 1 will include the following services:

- Working with City staff to develop the content of the survey. ETC Institute will meet with the City via phone to discuss the goals and objectives for the project. To facilitate the survey design process, ETC Institute will also provide the City with sample surveys created for similar projects. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City. The survey will be up to 6 pages in length.
- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are understood. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Selecting a random sample of residents to be contacted for the survey. The sample will be address-based.

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

Task 2: Administer the Survey. Task 2 will include the following services:

- ETC Institute will administer the survey by a combination of mail, Internet and phone.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC Institute for each respondent. The City will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- Approximately 7-10 days after the surveys are mailed, ETC Institute will follow-up via e-mail, text, and/or phone with households that received a mailed survey. ETC Institute will continue following up with households until reaching the targeted number of completed surveys. Listed below are two sampling plan options for your consideration:

- A sample of 250 completed surveys. A sample size of 250 completed surveys will provide results that have a margin of error of +/-5.9% at the 95% level of confidence at the City level.
- A sample of 300 completed surveys. A sample size of 300 completed surveys will provide results that have a margin of error of +/-5.4% at the 95% level of confidence at the City level.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to geographic dispersion, age, gender, race/ethnicity and other factors. ETC Institute will geocode households that completed a survey.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

Task 3: Analysis and Final Report. ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major findings.
- Charts and graphs that show the overall results of each question on the survey.
- Benchmarking analysis showing how the City compares to other communities regionally and nationally.
- Importance-Satisfaction Analysis that will identify the areas where the greatest opportunities exist to enhance overall satisfaction with City services.
- GIS maps that show geocoded survey results for selected questions on the survey
- Tabular data that shows the results for each question on the survey, including open ended questions.
- A copy of the survey instrument

Deliverable Task 3: ETC Institute will submit the survey findings report in an electronic format. ETC Institute will also provide the raw data in an Excel database, or other format as requested by the City.

Project Schedule

Listed below is ETC Institute's typical timeline for administering a community survey. Since the surveys will be administered entirely in-house, the completion date for the project is completely within our control. If desired, we can meet a more ambitious timeline and are available to start at a date most convenient for the City.

- **Month 1**
Design survey instrument
Finalize sampling plan
- **Months 2-3**
Administer the survey
- **Month 4**
Draft Report Submitted for review
Prepare and Deliver the Final Report

EXHIBIT B:
COMPENSATION

The table below shows a breakdown of the fees for the services described in this proposal. The total cost for a sample size of 250 surveys would be \$16,500 and a sample of 300 surveys would be \$18,000.

Task	250 Surveys	300 Surveys
Design Survey & Prepare Sampling Plan	\$1,500.00	\$2,000.00
Administration of a 15-20 minute survey (up to 6 pages)	\$7,000.00	\$8,000.00
Formal Report (<i>includes executive summary, charts, benchmarking, Importance-Satisfaction Analysis, GIS maps</i>)	\$2,500.00	\$2,500.00
Webinar presentation of the final results	\$500.00	\$500
Interactive Data Dashboard (<i>includes ability to query the full set of survey results in real time</i>)	\$5,000.00	\$5,000.00
TOTAL	\$16,500.00	\$18,000.00

Optional Services. If desired, ETC Institute will provide the following “optional” services. The fees for “optional” services would be in addition to the prices shown in the table above.

- An on-site presentation of the final results at a date to be determined by the City (\$2,500).
- Employee Survey within 1 year of completion of initial survey (\$4,500).

Task	
Design Survey & Prepare Sampling Plan	\$1,500.00
Administration of survey	\$1,500.00
Formal Report (<i>includes executive summary, charts, tabular data</i>)	\$1,500.00
TOTAL	\$4,500.00

- A webinar presentation of the final results at a date to be determined by the City (\$500). This could be provided in lieu of an on-site presentation.
- An on-site presentation of the final results at a date to be determined by the City (\$2,500).
- Interactive Data Dashboard that will provide the ability to query the full set of survey results in real time anywhere with access to the Internet. Described in more detail on page 5. (\$5,000)
- Additional Surveys with 1 year of completion of initial survey

Community Survey Pricing for the City of North Bend, WA

TASK	Sample Size (# of completed surveys)		
	100	200	300
Design Survey Instrument & Develop Sampling Plan	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Administer Survey (mail and online)			
5-6 Page Survey (up to 15 minutes)	\$ 5,000.00	\$ 6,500.00	\$ 8,000.00
3-4 Page Survey (up to 10 minutes)	\$ 3,500.00	\$ 5,000.00	\$ 6,500.00
1-2 Page Survey (up to 5 minutes)	\$ 2,000.00	\$ 3,500.00	\$ 5,000.00
Analysis and Report			
Tabular Data with frequency distributions/overall results	\$ 500.00	\$ 500.00	\$ 500.00
Formal Report with executive summary, charts and graphs, tabular data	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Interactive Data Dashboard (Power BI)	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Prepare PowerPoint for Final Results (PowerPoint ONLY - no presentation by ETC Institute Staff)	\$ 250.00	\$ 250.00	\$ 250.00
Virtual Presentation of Final Results	\$ 500.00	\$ 500.00	\$ 500.00
On-Site Presentation of Final Results	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00

SAMPLE FEE EXAMPLE

The cost to administer a 3-4 page survey (up to 10 minutes), to a random sample of 200 residents, prepare a formal report, and deliver a virtual presentation would be:

$$\$1,500 + \$5,000 + \$2,500 + \$500 = \$9,500$$

- Focus Surveys with 1 year of completion of initial survey

City of North Bend, Washington Cost Estimate for Focus Groups

TASK	Unit Cost
ALL PRICES ARE FOR VIRUTAL OR IN-PERSON MEETINGS - TRAVEL COSTS ARE PROVIDED FOR ON-SITE MEETINGS	
PHASE 1: Design the Moderator's Script	
Design the moderator script - assumes the same script will be used for all focus groups	\$ 1,750.00
PHASE 2: Recruit Participants - IF NEEDED - THE City MAY CHOOSE TO RECRUIT PARTICIPANTS	
Recruit 12 participants to attend	\$ 750.00
Incentive to participants (\$50 per participant) - maximum of 12 participants per group	\$ 600.00
PHASE 3: Conduct Meetings	
Moderate a 1 Meeting - includes prep time and time to review results	\$ 875.00
PHASE 4: Compile Results from Meeting	
Researcher staff prepares notes from meeting	\$ 300.00
PHASE 5: Prepare Summary Report	
Researcher staff prepares notes from meeting	\$ 1,775.00
Additional Travel Costs	
Travel costs for ETC Institute PM to travel to North Bend for 1-night to conduct 2-4 meetings	\$ 2,500.00
Sample Fee	
The fees for ETC Institute to develop the moderator's script, recruit at least 12 participants to 3 different focus groups/community workshops, to conduct 3 focus groups/community workshops on-site, compile the results from the meetings, and prepare a summary report would be:	
$\\$1,750 \text{ (Design Script)} + \\$4,050 \text{ (Recruit 36 Participants - \\$2,250 and Incentives for 36 participants - \\$1,800)} + \\$2,625 \text{ (Conduct 3 meetings at \\$875 each)} + \\$900 \text{ (Researcher prepares notes from all 3 meetings at \\$300 per meeting)} + \\$1,775 \text{ (Summary Report)} + \\$2,500 \text{ (On-Site Travel Costs - All-inclusive)} = \\$13,600.00$	

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)

TIN#: _____

SS#: _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

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: May 3, 2022	AB22-049
Resolution Accepting Bids and Awarding Construction Contract for the Train Depot Rehabilitation Project to AMER-X Inc. Roofing	Department/Committee/Individual	
Cost Impact: \$29,680	Mayor Rob McFarland	
Fund Source: Dept of Commerce Grant (\$150,000) and \$29,680 REET	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	
	Comm & Econ Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Resolution**SUMMARY STATEMENT:**

The City of North Bend (City) wishes to rehabilitate the Train Depot roof located in downtown North Bend at William H. Taylor Park just south of McClellan Street. The Train Depot was built in 1987 and the roof is now in poor condition. Typically, a roof can last from 20 - 40 years. City staff believe a new roof should be installed. In 2021, the City successfully secured a grant from Washington State Department of Commerce (DOC) for roof rehabilitation. The size of the roof is approximately 5,000 square feet. City staff had structural engineering and roof plans and specifications prepared in 2022. A structural engineering analysis was necessary because several sections of underlayment, joists, beams, and fascia will need to be replaced as part of the project. Due to prevailing wage laws in WA State, it is more expensive for the government to repair the roof than a private party due to higher required labor rates on Public Works projects. Additionally, the roof area is 2-3 times the size of a typical single-family home.

The project was emailed to the appropriate MRSC Small Works Roster for construction bids on March 29th, 2022. Bids were due by 2:00 p.m., Thursday April 21, 2022 and four (4) bids were received by the City. Bids ranged from approximately \$162,410 to \$361,073. The engineer's estimate for the project was \$150,000. Providing an engineer's estimate is a requirement per the RCW (Revised Cost of Washington) when advertising a Public Works project.

The lowest bid was provided by AMER-X Inc. in the amount of \$162,410.00 including applicable taxes. City staff have performed the appropriate background check on AMER-X Inc. Roofing and recommend award of this contract.

This project is for the most part being paid for through a successful DOC grant in the amount of \$150,000. DOC will hold back \$2,020 for their administrative time leaving a grant amount of \$147,980.00 that can be used towards the project. Staff contracted with an architect in early 2022 for \$15,250 to prepare the bid plans, structural calculations, and specifications, which leaves a grant amount of \$132,730 that can be applied toward the construction contract amount of \$162,410. This leaves \$29,680 in City REET funds to cover project costs.

In addition, there is an allowance of approximately 1,000 square feet of underlayment replacement within the bid amount above. Staff has no way of knowing how much of the underlayment will need to be replaced, but the architect did perform an inspection on the building and suggested this 1,000 square foot number based on what they saw. If it is determined that more underlayment needs to be removed, then it will cost an additional \$100 per 4' x 8' sheet of plywood which would be added to the contract as a change order.

City Council Agenda Bill

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

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on April 26, 2022 and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-049, a resolution accepting bids and awarding the construction contract for the Train Depot Rehabilitation Project to AMER-X Inc. Roofing, in an amount not to exceed \$162,410.00.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 3, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE TRAIN DEPOT REHABILITATION PROJECT

WHEREAS, the City of North Bend (City) wishes to rehabilitate the Train Depot roof located in downtown North Bend at William H. Taylor Park just south of McClellan Street. The Train Depot was built in 1987 and the roof is in poor condition. (hereafter the "Project"); and

WHEREAS, the Project shall include, but is not limited to, removal and discarding of existing concrete tile roof, removal and replacement of damaged wood substrate as necessary, removal and replacement of structural members as necessary, removal and replacement of gutters and downspouts, installation of standing seam metal roof, and installation of snow guards; and

WHEREAS, the Project is partially funded by a \$150,000 Department of Commerce Grant with no local match requirement and City REET funds; and

WHEREAS, bid documents were emailed to the appropriate MSRC Small Works Roster on Tuesday, March 29, 2022 and the City accepted bids up until Thursday, April 21, 2022 at 2:00 p.m.; and

WHEREAS, the City received bids from four (4) contractors and AMER-X Inc. Roofing bid is the lowest responsible bid in the amount of \$162,410.00, 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 Train Depot Rehabilitation Project are accepted.

Section 2. The construction contract for the Train Depot Rehabilitation Project, is awarded to AMER-X Inc. Roofing, in the amount of \$162,410.00, 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 3RD DAY OF
MAY, 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



City Council Agenda Bill

SUBJECT:	Agenda Date: May 3, 2022	AB22-050
Motion Accepting \$150,000 Grant from Department of Commerce for Train Depot Roof Rehabilitation Project	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	
	Comm & Econ Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		

Attachments: DOC Contract

SUMMARY STATEMENT:

The City of North Bend (City) wishes to rehabilitate the Train Depot roof located in downtown North Bend at William H. Taylor Park just south of McClellan Street. The Train Depot was built in 1987 and the roof is now in poor condition and in need of replacement. The work for the Train Depot Roof Rehabilitation project will include removing the existing concrete tile roof, replacing underlayment and fascia as necessary, replacing some select beams, and installing a new standing seam metal roof along with new gutters and downspouts.

In 2021, the City successfully secured a grant from the Washington State Department of Commerce (DOC) for the Train Depot Roof Rehabilitation Project in the amount of \$150,000 with no local match requirement.

Attached is a contract with DOC for the administration of these grant funds. This is a template contract with DOC and legal has reviewed and approved the contract. The City shall manage the design and construction of this project and send in project reimbursements until the grant funding is expended.

City staff recommends moving forward with this contract.

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 April 26, 2022 and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-050, accepting \$150,000 grant from Department of Commerce for the Train Depot Roof Rehabilitation Project and authorizing the Mayor to execute related contract(s), in a form and content acceptable to the City Attorney.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
May 3, 2022		



Grant to

City of North Bend

through

The 2022 Local & Community Projects Program

For

North Bend Depot Rehab – Funds will be used to rehabilitate the roof of the North Bend Railroad Depot.

Start date: 7/1/2021

TABLE OF CONTENTS

Face Sheet	1
Special Terms and Conditions	2
1. Grant Management.....	2
2. Compensation.....	2
3. Certification of Funds Performance Measures	2
4. Prevailing Wage Law	3
5. Documentation and Security	3
6. Basis for Establishing Real Property Values for Acquisitions of Real Property	4
7. Expenditures Eligible for Reimbursement	4
8. Billing Procedures and Payment	4
9. Subcontractor Data Collection.....	5
10. Insurance.....	5
11. Order of Precedence.....	7
12. Reduction in Funds	7
13. Ownership of Project/Capital Facilities	7
14. Change of Ownership or Use for GRANTEE-Owned Property	7
15. Change of Use for Leased Property Performance Measure	8
16. Modification to the Project Budget.....	8
17. Signage, Markers and Publications	8
18. Historical and Cultural Artifacts	8
19. Reappropriation	9
20. Termination for Fraud or Misrepresentation	9
21. Applicability of Copyright Provisions to Architectural/Engineering Design Work	9
General Terms and Conditions	1
1. Definitions	1
2. Access to Data.....	1
3. Advance Payments Prohibited	1
4. All Writings Contained Herein	1
5. Amendments.....	1
6. Americans with Disabilities Act (ADA).....	2
7. Assignment.....	2
8. Attorney's Fees	2
9. Audit	2
10. Breaches of Other State Contracts	3
11. Confidentiality/Safeguarding of Information.....	3
12. Conflict of Interest.....	4
13. Copyright Provision.....	4
14. Disputes.....	4
15. Duplicate Payment.....	5
16. Governing Law and Venue.....	5
17. Indemnification.....	5
18. Independent Capacity of the Grantee.....	5
19. Industrial Insurance Coverage	6
20. Laws	6
21. Licensing, Accreditation and Registration	6
22. Limitation of Authority	6
23. Noncompliance with Nondiscrimination Laws.....	6
24. Pay Equity.....	6
25. Political Activities	7
26. Publicity	7

27.	Recapture	7
28.	Records Maintenance	7
29.	Registration with Department of Revenue.....	7
30.	Right of Inspection.....	8
31.	Savings	8
32.	Severability	8
33.	Site Security.....	8
34.	Subgranting/Subcontracting	8
35.	Survival.....	8
36.	Taxes.....	8
37.	Termination for Cause	9
38.	Termination for Convenience	9
39.	Termination Procedures.....	9
40.	Treatment of Assets.....	10
41.	Waiver	10

Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit

1. GRANTEE City of North Bend 920 SE Cedar Falls Way North Bend, Washington 98045		2. GRANTEE Doing Business As (optional)	
3. Grantee Representative Rob McFarland Mayor 425-888-7625 RMcFarland@northbendwa.gov		4. COMMERCE Representative Michael Cady Project Manager 360-628-7076 Fax 360-586-5880 michael.cady@commerce.wa.gov	
5. Grant Amount \$147,980.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2021	8. End Date 6/30/2025, contingent on reappropriation, 6/30/2023 if funds are not reappropriated
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # 17-5000595	11. SWV # SWV0018430-00	12. UBI # 175-000-595	13. DUNS # N/A
14. Grant Purpose The outcome of this performance-based contract is rehabilitation of the roof of the North Bend Railroad Depot, as referenced in Attachment A – Scope of Work.			
FOR GRANTEE _____ Rob McFarland, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director _____ Date	
APPROVED AS TO FORM _____ _____ Date			

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

THIS CONTRACT, entered into by and between the City of North Bend (a Unit of Local Government hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2021, Chapter 332, Section 1075, made an appropriation to support the 2022 Local & Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$147,980.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant.** If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this grant contract, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period
- E. Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 19, hereof.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION

GRANTEE will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other

SPECIAL TERMS AND CONDITIONS**GENERAL GRANT****STATE FUNDS**

valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting.

GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

12. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A.** The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B.** In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

16. MODIFICATION TO THE PROJECT BUDGET

- A.** Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B.** The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C.** Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D.** Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 05-05 or Executive Order 21-02, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 05-05 or Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05 and Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05, Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2023 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

21. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

The "Copyright Provisions", Section 13 of the General terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B.** "COMMERCE" shall mean the Department of Commerce.
- C.** "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E.** "State" shall mean the state of Washington.
- F.** "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G.** "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H.** "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS’ FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE’s records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE’s fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

GENERAL TERMS AND CONDITIONS

**GENERAL GRANT
STATE FUNDS**

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and

GENERAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

19. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

20. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

21. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

24. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

25. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

26. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

28. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

30. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

31. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

33. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

34. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

35. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

36. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

37. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant.

Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

38. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

39. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

GENERAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

40. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

41. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Funds awarded under this grant shall be used by the City of North Bend to rehabilitate the roof of the North Bend Railroad Depot located at 205 McClellan Avenue, North Bend, WA.

This will include, but not be limited to, architecture, engineering, removal of the existing concrete tile roofing, underlayment replacement, replacement of structural components, reroofing, replacement gutters and downspouts, and touch up painting.

This project will serve as a benefit to the public by facilitating the replacement of the roof for the North Bend Railroad Depot to stop leaks and extend the life of the structure for use by residents and visitors using the Snoqualmie Valley Railroad.

This project is anticipated to be completed by September 30, 2022.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Architecture & Engineering	\$15,250.00
Construction	\$122,980.00
Other: Construction Management	\$9,750.00
Total Contracted Amount:	\$147,980.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
n/a	\$0.00	\$0.00
State Funds		
State Capital Budget	\$147,980.00	\$147,980.00
Total Non-State and State Sources		\$147,980.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of May 18, 2021, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

Facility Type Exemption

GRANTEE

TITLE

DATE



City Council Agenda Bill

SUBJECT:	Agenda Date: May 3, 2022	AB22-051
Resolution Accepting Bids and Awarding Construction Contract for the 2nd Street Water and Roadway Improvements Project to Fury Site Works, Inc.	Department/Committee/Individual	
Cost Impact: NTE \$1,179,901.04	Mayor Rob McFarland	
Fund Source: Water, Storm Drainage, Street, and CDBG grant funds	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	
	Comm & Econ Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments: Resolution, Bid Tabulation		
SUMMARY STATEMENT:		
As part of the City of North Bend's 6-year Transportation Improvement Plan (TIP), the 2 nd Street Water and Roadway Improvements Capital Project was rated a high priority for several reasons, including replacement of sidewalks with many trip hazards, replacement of ADA ramps that are out of compliance, replacement of Asbestos Concrete (AC) watermain that is past its useful life in an effort to reduce water distribution system leakage, and additional parking in the downtown core. The City received a Community Development Block Grant (CDBG) in 2021 in the amount of \$284,174 to help fund the sidewalk and roadway portion of this project.		
The project location is along 2 nd Street from Bendigo Blvd N. to Ballarat Ave N. The project includes, but is not limited to, new curb, gutter, driveway, and sidewalk reconstruction; ADA curb ramp installation; storm drain system replacement including box culvert lid replacement; watermain replacement; road widening; grind and overlay; parking pad installation; street tree removal; traffic control; and other work as required to complete the project.		
City staff began engineering design of the project in 2021 and advertised this project for construction bids in February 2022. Due to the concrete strike in the Puget Sound region that just recently ended, the bid opening was pushed out several times in February and March with the goal for the City to receive better unit prices for concrete. Bids were due by 2:00 p.m. Wednesday, April 20, 2022, and four (4) bids were received by the City. Bid tabulation results are attached and range from \$1,179,901 to \$1,533,016. The engineer's estimate was \$1,156,268.		
The lowest bid was provided by Fury Site Works, Inc. in the amount of \$1,179,901.04 including all applicable taxes. City staff have performed the appropriate background checks on Fury Site Works, Inc. and recommend award of this contract to Fury Site Works, Inc.		
This project will be funded with water, storm drainage, street, and CDBG 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 April 26, 2022 and recommended approval and placement on the Consent Agenda.		

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB22-051, a resolution accepting bids and awarding the construction contract for the 2nd Street Water and Roadway Improvements Project to Fury Site Works, Inc., in an amount not to exceed \$1,179,901.04.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 3, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE 2ND STREET WATER AND ROADWAY IMPROVEMENTS PROJECT

WHEREAS, the City has determined the 2nd Street Water and Roadway Improvements Project to be a high priority for several reasons, including replacement of sidewalks with many trip hazards, replacement of ADA ramps that are out of compliance, replacement of AC watermain that is past its useful life in an effort to reduce water distribution system leakage, and additional parking in the downtown core. (hereafter the “Project”); and

WHEREAS, the Project shall include, but is not limited to curb, gutter, driveway, and sidewalk reconstruction; ADA curb ramp installation; storm drain system replacement including box culvert lid replacement; water main replacement; road widening; grind and overlay; parking pad installation; street tree removal; and traffic control; and

WHEREAS, the Project is funded by Water, Storm, and Street Capital Project funds in addition to \$284,174 in Community Development Block Grant funds; and

WHEREAS, bid documents were posted on Builders Exchange and advertised on February 4th and 11th, 2022 in the Snoqualmie Valley Record and February 3rd and 10th in the Daily Journal of Commerce and the City accepted bids up until Wednesday, April 20, 2022 at 2:00 p.m.; and

WHEREAS, the City received bids from 4 contractors and Fury Site Works provided the lowest bid in the amount of \$1,179,901.04, 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 2nd Street Water and Roadway Improvements Project are accepted.

Section 2. The construction contract for the 2nd Street Water and Roadway Improvements Project, is awarded to Fury Site Works, in the amount of \$1,179,901.04 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 3RD DAY OF
MAY, 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

City of North Bend
and Street Water and Roadway Improvements Project
BLUELINE PROJECT NO. 20-119
BID OPENING TIME: April 20, 2022 2:00 PM
PROJECT ENGINEER: Tom Mohr, PE
CONSULTING ENGINEER: BLUELINE

Prepared By:

Team Mehr

Checked By:

Carrie Smith

Northwest Cascade, Inc.									
RW Scott Construction					Quilceda Excavation, Inc.				
Engineer's Estimate			Average of All Bids		Fury Site Works, Inc.		Quilceda Excavation, Inc.		
SCHEDULE A - Water					SCHEDULE A - Water				
Item No.	Quantity	Units	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price
A-1 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
A-2 Record Drawings	1	LS	\$500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
A-3 Roadway Surveying	1	LS	\$2,000.00	\$ 2,000.00	\$ 3,266.72	\$ 3,266.72	\$ 4,866.86	\$ 4,866.86	\$ 5,000.00
A-4 SPC Plan	1	LS	\$500.00	\$ 500.00	\$ 605.42	\$ 605.42	\$ 1,000.00	\$ 1,000.00	\$ 800.00
A-5 Potholing Existing Utilities	1	LS	\$10,000.00	\$ 10,000.00	\$ 9,122.41	\$ 9,122.41	\$ 7,989.64	\$ 7,989.64	\$ 14,000.00
A-6 Mobilization	1	LS	\$30,000.00	\$ 30,000.00	\$ 40,945.51	\$ 40,945.51	\$ 18,782.02	\$ 18,782.02	\$ 60,000.00
A-7 Project Temporary Traffic Control	1	LS	\$25,000.00	\$ 25,000.00	\$ 61,887.68	\$ 61,887.68	\$ 22,550.72	\$ 22,550.72	\$ 75,000.00
A-8 Removal of Structures and Obstructions	1	LS	\$2,000.00	\$ 2,000.00	\$ 10,589.27	\$ 10,589.27	\$ 14,507.08	\$ 14,507.08	\$ 6,350.00
A-9 Sawcutting	1,830	LF	\$4.00	\$ 7,320.00	\$ 3.99	\$ 7,301.70	\$ 2.21	\$ 4,044.30	\$ 4,75
A-10 Unsuitable Foundation Excavation Incl. Haul	60	CY	\$50.00	\$ 3,000.00	\$ 182.69	\$ 10,961.40	\$ 529.76	\$ 31,785.60	\$ 6,600.00
A-11 Crushed Surfacing Top Course	800	TN	\$35.00	\$ 28,000.00	\$ 40.28	\$ 32,224.00	\$ 0.12	\$ 28,800.00	\$ 74,400.00
A-12 Foundation Gravel (As Necessary)	90	TN	\$35.00	\$ 3,150.00	\$ 40.48	\$ 3,642.75	\$ 21.90	\$ 1,971.00	\$ 62.00
A-13 HMA Cl. 1-2" PG 64-22 Temporary Patch	60	TN	\$140.00	\$ 8,400.00	\$ 244.71	\$ 14,682.30	\$ 276.82	\$ 16,609.20	\$ 292.00
A-14 HMA Cl. 1-2" PG 64-22 Permanent Patch	135	TN	\$160.00	\$ 21,600.00	\$ 230.69	\$ 31,143.15	\$ 200.76	\$ 27,102.60	\$ 30,780.00
A-15 Shoring and Trench Safety	1	LS	\$2,500.00	\$ 2,500.00	\$ 4,413.98	\$ 4,413.98	\$ 1,305.93	\$ 1,305.93	\$ 1,350.00
A-16 Ductile Iron Pipe for Water Main 6 In. Diam., Class 52, Incl. Fittings	15	LF	\$120.00	\$ 1,800.00	\$ 167.00	\$ 2,506.16	\$ 256.31	\$ 3,844.65	\$ 120.00
A-17 Ductile Iron Pipe for Water Main 8 In. Diam., Class 52, Incl. Fittings	730	LF	\$100.00	\$ 73,000.00	\$ 115.31	\$ 84,172.65	\$ 184.74	\$ 134,860.20	\$ 105.48
A-18 Ductile Iron Pipe for Water Main 16 In. Diam., Class 52, Incl. Fittings	15	LF	\$200.00	\$ 3,000.00	\$ 372.76	\$ 5,591.40	\$ 324.04	\$ 4,860.60	\$ 825.00
A-19 Additional Ductile Iron Fittings	1,000	LB	\$2.00	\$ 2,000.00	\$ 3.78	\$ 3,780.00	\$ 0.12	\$ 120.00	\$ 600
A-20 Connection to Existing Water System	4	EA	\$4,000.00	\$ 16,000.00	\$ 8,307.60	\$ 33,230.38	\$ 16,230.38	\$ 3,500.00	\$ 14,000.00
A-21 Controlled Density Fill (CDF) for Pipe Abandonment	5	CY	\$200.00	\$ 1,000.00	\$ 518.98	\$ 300.93	\$ 2,594.91	\$ 1,504.65	\$ 850.00
A-22 Gate Valve 8 In.	7	EA	\$2,000.00	\$ 14,000.00	\$ 2,387.41	\$ 16,711.84	\$ 2,005.15	\$ 14,036.05	\$ 2,700.00
A-23 Butterfly Valve 16 In.	1	EA	\$10,000.00	\$ 10,000.00	\$ 4,546.36	\$ 4,010.30	\$ 4,275.14	\$ 4,275.14	\$ 4,900.00
A-24 1-Inch Air and Vacuum Release Assembly (As Necessary)	1	EA	\$3,000.00	\$ 3,000.00	\$ 3,592.11	\$ 3,690.49	\$ 3,592.11	\$ 4,877.93	\$ 3,000.00
A-25 Fire Hydrant Assembly	2	EA	\$6,000.00	\$ 12,000.00	\$ 8,600.00	\$ 17,379.80	\$ 8,459.59	\$ 16,919.18	\$ 15,600.00
A-26 Short Side Water Service Connection	1	EA	\$2,200.00	\$ 2,200.00	\$ 2,992.96	\$ 3,944.80	\$ 2,324.80	\$ 6,974.40	\$ 3,500.00
A-27 Long Side Water Service Connection	3	EA	\$2,500.00	\$ 7,500.00	\$ 2,549.20	\$ 2,324.80	\$ 2,549.20	\$ 1,600.00	\$ 2,850.00
A-28 Erosion Control/Water Pollution Control	1	LS	\$1,000.00	\$ 1,000.00	\$ 4,749.03	\$ 4,749.03	\$ 2,196.10	\$ 5,000.00	\$ 10,000.00
A-29 Property Restoration	1	EA	\$5,000.00	\$ 5,000.00	\$ 5,342.97	\$ 5,342.97	\$ 4,071.89	\$ 2,500.00	\$ 13,000.00
A-30 Replace Monument, Case and Cover	1	EA	\$1,200.00	\$ 1,200.00	\$ 1,078.81	\$ 1,078.81	\$ 1,200.00	\$ 1,200.00	\$ 1,050.00
A-31 Plastic Crosswalk Line	10	SF	\$10.00	\$ 100.00	\$ 18.31	\$ 183.13	\$ 18.25	\$ 182.50	\$ 9.00
A-32 Plastic Stop Line	10	LF	\$8.00	\$ 80.00	\$ 18.94	\$ 189.38	\$ 18.25	\$ 182.50	\$ 11.50
Bid Schedule A Subtotal					\$ 310,650.00	\$ 438,115.29	\$ 429,582.65	\$ 457,415.99	\$ 470,792.50
Sales Tax (9.0%)					\$ 39,430	\$ 38,662	\$ 41,167		\$ 42,371
Bid Schedule A Total					\$ 477,545.66	\$ 468,245.09	\$ 498,583.43		\$ 513,163.83

Schedule A Grand Total (excluding sales tax) \$

Grand Total (excluding sales tax) \$ 310,650.00 \$ 438,115.29 \$ 429,582.65 \$ 457,415.99 \$ 394,670.00 \$ 470,792.50

Northwest Cascade, Inc.											
1			2			3			4		
Engineer's Estimate				Average of All Bids			Quilceda Excavation, Inc.			RW Scott Construction	
Item No.	SCHEDULE B - Road & Storm			Quantity	Units	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount
B-1	Minor Changes			1	EST	\$20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
B-2	Record Drawings (min. \$500)			1	LS	\$500.00	\$ 500.00	\$ 527.09	\$ 527.09	\$ 500.00	\$ 500.00
B-3	Roadway Surveying			1	LS	\$5,000.00	\$ 5,000.00	\$ 9,591.72	\$ 9,591.72	\$ 7,500.00	\$ 15,000.00
B-4	ADA Features Surveying			1	LS	\$2,500.00	\$ 2,500.00	\$ 2,456.27	\$ 2,456.27	\$ 4,500.00	\$ 2,500.00
B-5	Potholing Existing Utilities			1	LS	\$10,000.00	\$ 10,000.00	\$ 6,331.78	\$ 6,331.78	\$ 3,500.00	\$ 10,000.00
B-6	Mobilization			1	LS	\$80,000.00	\$ 80,000.00	\$ 75,656.58	\$ 75,656.58	\$ 6,500.00	\$ 150,000.00
B-7	Project Temporary Traffic Control			1	LS	\$75,000.00	\$ 75,000.00	\$ 58,637.68	\$ 58,637.68	\$ 1,626.32	\$ 150,000.00
B-8	Tree Removal			3	EA	\$2,000.00	\$ 6,000.00	\$ 723.61	\$ 2,170.84	\$ 2,250.00	\$ 95,000.00
B-9	Removal of Structures and Obstructions			1	LS	\$10,000.00	\$ 10,000.00	\$ 42,379.75	\$ 42,379.75	\$ 1,000.00	\$ 11,000.00
B-10	Removal of Box Culvert (As Necessary)			40	LF	\$250.00	\$ 10,000.00	\$ 10,459.40	\$ 10,459.40	\$ 400.00	\$ 52,000.00
B-11	Sawcutting			1,900	LF	\$4.00	\$ 7,600.00	\$ 4,029	\$ 7,628.50	\$ 4.00	\$ 119.00
B-12	Roadway Excavation Incl. Haul			235	CY	\$65.00	\$ 15,275.00	\$ 51.77	\$ 12,165.36	\$ 55.07	\$ 15,510.00
B-13	Unsuitable Foundation Excavation Incl. Haul			15	CY	\$50.00	\$ 750.00	\$ 194.82	\$ 2,922.23	\$ 564.26	\$ 115.00
B-14	Crushed Surfacing Top Course			700	TN	\$35.00	\$ 24,500.00	\$ 30.26	\$ 21,180.25	\$ 0.03	\$ 37,800.00
B-15	Foundation Gravel (As Necessary)			40	TN	\$35.00	\$ 1,400.00	\$ 50.57	\$ 2,022.70	\$ 28.27	\$ 2,360.00
B-16	HMA Cl. 1/2" PG 64-22 Temporary Trench Patch			35	TN	\$120.00	\$ 4,200.00	\$ 252.68	\$ 8,843.80	\$ 207.72	\$ 13,755.00
B-17	HMA Cl. 1/2" PG 64-22 Permanent Patch			275	TN	\$150.00	\$ 41,250.00	\$ 228.94	\$ 62,958.50	\$ 200.76	\$ 62,975.00
B-18	HMA Cl. 3/8" PG 64-22 Prelevel			120	TN	\$190.00	\$ 22,800.00	\$ 174.54	\$ 20,945.10	\$ 140.00	\$ 21,000.00
B-19	HMA Cl. 1/2" PG 64-22 Overlay			350	TN	\$110.00	\$ 38,500.00	\$ 155.77	\$ 54,520.38	\$ 152.09	\$ 55,300.00
B-20	Placing Bituminous Pavement			2,750	SY	\$5.00	\$ 13,750.00	\$ 7.48	\$ 20,570.00	\$ 3.92	\$ 34,375.00
B-21	Geosynthetic Asphalt Reinforcement			2,750	SY	\$20.00	\$ 55,000.00	\$ 10.19	\$ 28,015.63	\$ 7.25	\$ 34,375.00
B-22	Storm Trench Drain and Grate			80	LF	\$400.00	\$ 32,000.00	\$ 259.38	\$ 20,750.40	\$ 244.62	\$ 23,360.00
B-23	Precast Culvert Lid			155	LF	\$350.00	\$ 54,250.00	\$ 348.40	\$ 54,002.00	\$ 110.00	\$ 39,525.00
B-24	36" Solid Wall PVC Storm Culvert Pipe (As Necessary)			40	LF	\$200.00	\$ 8,000.00	\$ 654.60	\$ 26,535.60	\$ 663.39	\$ 28,000.00
B-25	6" DI Storm Drain Pipe			20	LF	\$120.00	\$ 2,400.00	\$ 139.30	\$ 2,785.95	\$ 194.36	\$ 2,460.00
B-26	8" DI Storm Drain Pipe			230	LF	\$125.00	\$ 28,750.00	\$ 139.97	\$ 32,193.10	\$ 237.88	\$ 24,380.00
B-27	12" DI Storm Drain Pipe			85	LF	\$130.00	\$ 11,050.00	\$ 162.16	\$ 218.63	\$ 18,583.55	\$ 135.00
B-28	4" Solid Wall PVC Storm Drain Pipe			5	LF	\$80.00	\$ 400.00	\$ 117.75	\$ 588.74	\$ 89.63	\$ 448.15
B-29	Catch Basin Type I			4	EA	\$1,750.00	\$ 7,000.00	\$ 1,750.00	\$ 2,272.34	\$ 9,089.34	\$ 4,039.34
B-30	Catch Basin Type I-L			6	EA	\$2,000.00	\$ 12,000.00	\$ 3,042.21	\$ 2,000.00	\$ 21,533.28	\$ 12,000.00
B-31	Combination Inlet			3	EA	\$2,000.00	\$ 6,000.00	\$ 3,833.95	\$ 11,501.86	\$ 9,600.00	\$ 8,400.00
B-32	Culvert Access Hatch			2	EA	\$2,000.00	\$ 4,000.00	\$ 4,927.93	\$ 9,855.86	\$ 4,611.72	\$ 245.49
B-33	Curb Cover			2	EA	\$2,000.00	\$ 4,000.00	\$ 3,336.04	\$ 2,094.14	\$ 4,188.28	\$ 6,500.00
B-34	Vault Adjustments			1	FA	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
B-35	Shoring and Trench Safety			1	LS	\$3,000.00	\$ 3,000.00	\$ 3,951.48	\$ 1,303.93	\$ 2,500.00	\$ 2,000.00
B-36	Erosion Control/Water Pollution Control			1	LS	\$2,000.00	\$ 2,000.00	\$ 12,512.61	\$ 4,550.45	\$ 5,500.00	\$ 5,000.00
B-37	Property Restoration			1	LS	\$10,000.00	\$ 10,000.00	\$ 4,014.89	\$ 4,014.89	\$ 6,959.54	\$ 3,500.00
B-38	Cement Conc. Curb and Gutter			1,150	LF	\$50.00	\$ 57,500.00	\$ 37.59	\$ 43,225.63	\$ 45.00	\$ 39,100.00
B-39	Cement Conc. Pedestrian Curb			70	LF	\$60.00	\$ 4,200.00	\$ 43.36	\$ 3,034.85	\$ 30.42	\$ 2,450.00
B-40	Extruded Curb			55	LF	\$50.00	\$ 2,750.00	\$ 32.11	\$ 1,673.10	\$ 30.42	\$ 2,365.00
B-41	Paint Curb			350	LF	\$5.00	\$ 1,750.00	\$ 4.47	\$ 1,704.50	\$ 4.00	\$ 1,400.00
B-42	Cement Conc. Driveway			125	SY	\$140.00	\$ 17,500.00	\$ 126.76	\$ 15,255.00	\$ 205.00	\$ 25,625.00
B-43	Cement Conc. Curb Ramp, Type Parallel			5	EA	\$3,500.00	\$ 3,500.00	\$ 19,437.69	\$ 3,650.15	\$ 18,250.75	\$ 3,500.00
B-44	Cement Conc. Curb Ramp, Type Perpendicular			1	EA	\$150.00	\$ 13,500.00	\$ 93.26	\$ 2,649.19	\$ 1,946.75	\$ 2,600.00
B-45	Cement Conc. Sidewalk (6" Depth)			90	SY	\$150.00	\$ 2,000.00	\$ 1,947.72	\$ 1,947.72	\$ 790.87	\$ 8,393.40
B-46	Cement Conc. Sidewalk (4" Depth)			220	SY	\$125.00	\$ 27,500.00	\$ 71.29	\$ 14,990.80	\$ 68.14	\$ 17,380.00
B-47	Cement Conc. Sidewalk (2" Depth)			290	SY	\$100.00	\$ 29,000.00	\$ 70.42	\$ 20,421.08	\$ 81.52	\$ 13,963.50
B-48	Reinforced Curb			6	EA	\$250.00	\$ 1,500.00	\$ 366.92	\$ 2,201.49	\$ 217.66	\$ 450.00
B-49	New Sign			2	EA	\$300.00	\$ 600.00	\$ 1,299.86	\$ 1,299.86	\$ 400.00	\$ 650.00
B-50	Project plaque			1	LS	\$2,000.00	\$ 2,000.00	\$ 1,947.72	\$ 1,947.72	\$ 500.00	\$ 1,500.00
B-51	Paint Line			365	LF	\$1.00	\$ 365.00	\$ 3.34	\$ 1,220.01	\$ 2.50	\$ 1,460.00
B-52	Plastic Crosswalk Line			470	SF	\$10.00	\$ 4,700.00	\$ 4,230.00	\$ 9.00	\$ 4,700.00	\$ 9.00
B-53	Plastic Stop Line			365	LF	\$8.00	\$ 2,920.00	\$ 11.65	\$ 4,252.25	\$ 5.00	\$ 1,825.00
Bid Schedule B Subtotal			\$817,660.00			\$846,218.21			\$917,655.95		
Sales Tax (0%)			\$ -			\$ -			\$ 740,484.39		
Bid Schedule B Total			\$817,660.00			\$846,218.21			\$917,655.95		

City of North Bend
 2nd Street Water and Roadway Improvements Project
 BLUELINE PROJECT NO. 20-119
 BID OPENING TIME: April 20, 2022 2:00 PM
 PROJECT ENGINEER: Tom Mohr, PE
 CONSULTING ENGINEER: BLUELINE

Prepared By: Tom Mohr
 Checked By: Carrie Smith

Schedule B Grand Total (excluding sales tax)	\$ 817,660.00		\$ 846,218.21		\$ 711,655.95		\$ 740,484.39		\$ 912,880.00		\$ 1,019,852.50
Schedule B Grand Total (including sales tax)	\$ 817,660.00		\$ 846,218.21		\$ 711,655.95		\$ 740,484.39		\$ 912,880.00		\$ 1,019,852.50
Schedule A and B Grand Total (including sales tax)	\$ 1,156,288.50		\$ 1,323,763.87		\$ 1,179,901.04		\$ 1,239,067.82		\$ 1,343,070.30		\$ 1,533,016.33

Calculation error with contract amount which in turn affects total

Calculation error with contract amount which in turn affects total

Total amount calculation error



City Council Agenda Bill

SUBJECT:	Agenda Date: May 3, 2022	AB22-052
Motion Authorizing Contract with Axis Surveying & Mapping to Support Cascade Well Relocation and Potable (Domestic) Watermain Extension Capital 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 Administrative Services – Dawn Masko Finance – Richard Gould Public Works – Mark Rigos, P.E.	
Cost Impact: \$23,500 NTE		
Fund Source: Water Capital Project		X
Timeline: Immediate		
Attachments: Work Scope and Fee		
SUMMARY STATEMENT:		
The City of North Bend (“City”) continues to evaluate many options for watershed mitigation and compliance with the provisions of its three water rights with Washington State Department of Ecology (“Ecology”). One of the options is the conversion of Cascade Water Right from irrigation use to domestic use, and the construction of a watermain extension and connection into the City’s potable (domestic) water system.		
The City recently contracted with civil engineering and water resources consultant firm RH2 to perform this work. RH2’s early feasibility of this project with the well re-location looks promising. Thus, the City would like to move forward with the topographical survey mapping of the intended water extension corridor. The several thousand-foot-long corridor begins on Cascade Property and ends on Maloney Grove Avenue public right-of-way. The surveying needs to be performed before the engineering design can be finalized.		
The City frequently uses Axis Survey & Mapping (“Axis”) for its surveying needs. Axis is headquartered in Redmond, WA and their employees have been providing professional surveying services to the City for over 6 years. City staff recommends this contract be approved.		
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 April 26, 2022 meeting and was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB22-052, authorizing a contract with Axis Surveying & Mapping for surveying services for the Cascade Well Relocation and Potable (Domestic) Watermain Extension Capital Project, in a form and content acceptable to the City Attorney, in an amount not to exceed \$23,500.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 3, 2022		



April 5, 2022

Mark Rigos, PE
Deputy City Administrator/Public Works Director
920 SE Cedar Falls Way
North Bend, WA 98045

RE: Cascade
Proposal for Survey Services

Mark:

Thank you for the opportunity to provide you with this survey proposal on your project in North Bend, WA. Per our email conversation and site visit, I understand that you wish to have AXIS perform a Topographic Survey for this project.

Please find attached a copy of our proposed scope of services that we feel will meet your specified criteria. The Topographic Survey was estimated as \$23,500. We propose to complete this work on a fixed fee basis. If you wish to review or revise this task items, please do not hesitate to contact me at our office.

We have also attached a copy of the standard PSA which will require your initials and signature. When we receive these authorized documents, we'll proceed under authorization on this task item.

I look forward to this opportunity to help provide for your successful project. We can be reached by phone at 425-823-5700. My email is travis@axismap.com

Regards,

A handwritten signature in black ink, appearing to read "W. Travis Bradley".

W Travis Bradley, PLS, CFedS
Surveyor/Principal
encl.



Exhibit A – Scope of Work

ITEM 1 –Topographic Survey

This Item Proposes:

- Ground elevations within the project limits on an approximate 50' grid plus elevations along obvious topographic breaks.
- Existing on-site structures and those within 5' of the depicted boundary on adjoining parcels.
- Obtain ground elevations within the property boundary on an approximate 50-foot grid plus elevations along obvious topographic breaks.
- Location of trees per the City of North Bend Municipal Code.
- Delineate parcel lines within above-described area as available from recorded plats and public records further compared to City of North Bend and King County Parcel GIS lines.

Obtain location of the following improvements with elevations:

- Edge of asphalt, curbing, sidewalks, and other surface improvements.
- Catch basins, culverts, sewer manholes, fire hydrants, valve boxes and other utilities which are observable from surface exploration.
- Sanitary sewer, storm drain and water main trunk lines.
- Research of available utility records for power, telephone, cable TV and natural gas. Location information will be interpreted from these records for use in the drawing but are typically not accurate. The purpose in showing these on the drawing is to indicate that they are believed to exist in the vicinity of the project. Axis will coordinate with an underground utility locate company to mark the on-site utilities and utilities adjacent to the road. The cost of which (\$2,500) is included herein.
- Preparation of a drawing at a scale of 1" = 20' showing the location information noted above together with the topographic relief shown via contours of equal elevation at a 2-foot contour interval.

This Item Excludes:

- Resolution of physical encroachments/occupation that may be disclosed by field survey.
- Discovery of easements or other matters materially affecting the property which are not disclosed by the title report.

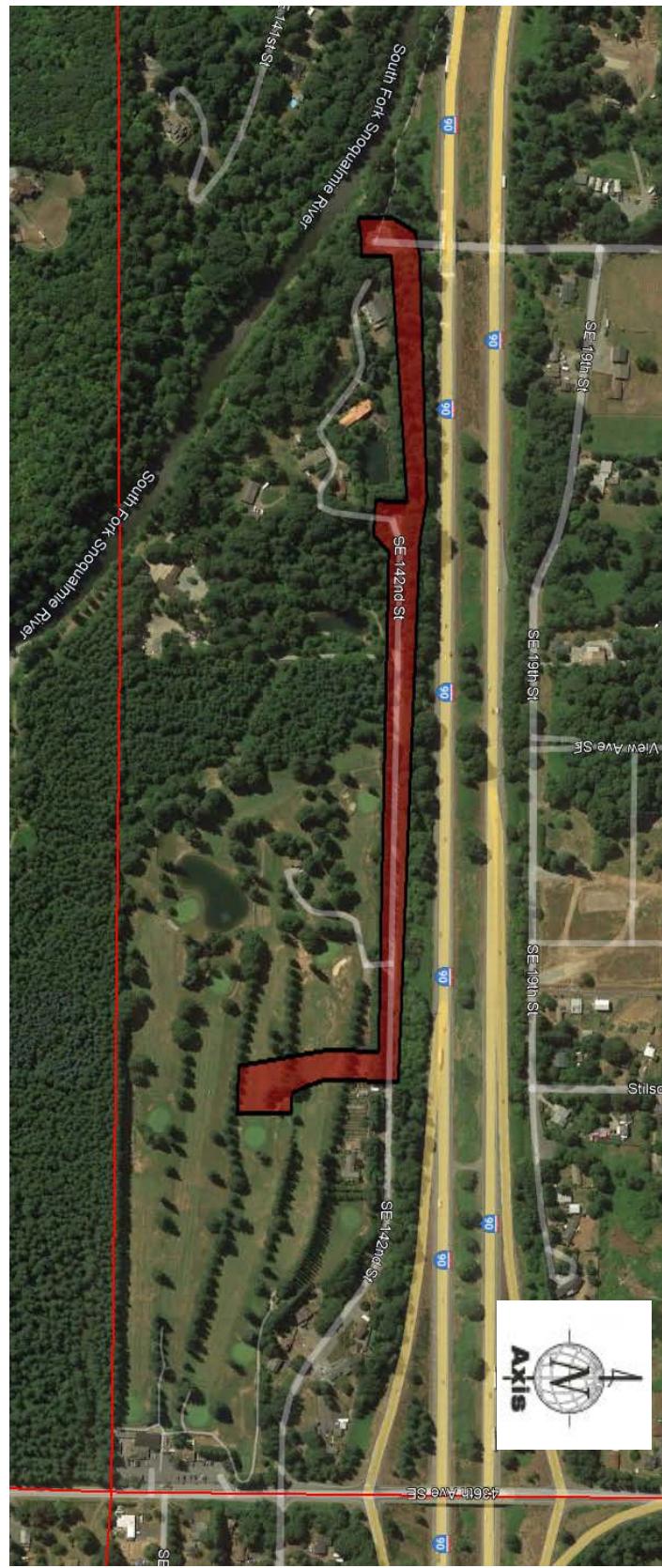
Underlying Assumptions:

- The needed monumentation/section control physically exists at the following locations:
 - In Section 15, Township 23 N, Range 8 E and as shown on adjacent plats, short plats, and other recorded documents.
- If the above noted monumentation/section control has been disturbed or is not retrievable, an additional fee may be required.
- Fee includes 2 hours of research time evaluating existing survey data (record of survey, section control) which affect the subject property.

Fixed Fee: \$23,500



Exhibit B – Project Limits





City Council Agenda Bill

SUBJECT:	Agenda Date: May 3, 2022	AB22-053
Motion Authorizing Contract with Parametrix, Inc. for the North Bend Way Complete Streets Corridor Plan	Department/Committee/Individual	
Cost Impact: \$118,188.56 NTE	Mayor Rob McFarland	
Fund Source: Complete Streets Grant funds \$50,000 / Transpo. Impact Fees \$68,000	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon / Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Parametrix Work Scope and Fee

SUMMARY STATEMENT:

BACKGROUND:

City of North Bend has received grant funding through Washington State Transportation Improvement Board (TIB) Complete Streets Program and is seeking preliminary information/data for the future buildout of the North Bend Way Street Corridor Plan. The City has a complete streets policy in place and was nominated by Department of Archaeology and Historic Preservation for the program.

North Bend Way is separated into five distinct segments in the scope of work. These include:

- Western city limits to South Fork Snoqualmie River (Tollgate)
- South Fork Snoqualmie River to Park Street Roundabout (West Downtown)
- Park Street Roundabout to Cedar Falls Way Roundabout (East Downtown)
- Cedar Falls Way Roundabout to SE 140th Street (Tanner Trail)
- SE 140th Street to 468th Ave SE (East Commercial)

The character and function of North Bend Way has changed over the decades. Once serving as the highway leading from Puget Sound to Snoqualmie Pass, it now functions as the primary arterial inside the City. During the past several decades, the business district has slowly expanded beyond its compact historic center and now extends along North Bend Way. Traffic calming measures and a recently adopted form-based municipal code section for the urban center are notable efforts to create a character that is appealing to both residents and visitors. The North Bend Way Corridor Plan shall include conceptual-level planning that will guide future investment in the corridor.

City of North Bend solicited Statements of Qualifications (SOQ) from qualified consulting firms to prepare the Corridor Plan. The work to be performed by the consultant consists of preparing preliminary civil engineering drawings/designs, preparing a traffic impact analysis, preliminary environmental permitting/documentation needs, right-of-way needs assessment, preliminary geotechnical investigation/reporting needs, utility replacement and relocation needs, cross sections meeting the complete street policies, and preliminary cost estimates for the work to be performed on intersections of North Bend Way. This project will be partially funded with local funds, but future design, right-of-way, and construction elements of the project may be funded with federal, state, and/or local funds. A Local Improvement District (LID) has been requested by some business owners to fund certain segments of this project and is also a consideration.

The proposed contract if approved, would expire May 2, 2023. The City has considerable experience with Parametrix, and they have done exceptional work for us in the past.

City Council Agenda Bill

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services
--

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee during their April 26, 2022, meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: MOTION to approve AB22-053, authorizing the Mayor to sign a contract with Parametrix, Inc. for development of the North Bend Way Corridor Plan, in a form and content approved by the City Attorney, in an amount not to exceed \$118,188.56.
--

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 3, 2022		



SCOPE OF WORK

City of North Bend
Contract Number: XXXX-XXXX

North Bend Way Complete Streets Corridor Plan

INTRODUCTION

The City of North Bend is currently working to receive funding through the Transportation Improvement Board (TIB) Complete Streets Program and is seeking preliminary information/data for the future buildout of the North Bend Way Street Corridor Plan. The City has a complete streets policy in place and has been nominated by Department of Archaeology and Historic Preservation for the program.

The North Bend Way is separated into five sections per the City Standards:

- Western city limits to South Fork Snoqualmie River
- South Fork Snoqualmie River to Park Street
- Park Street to Cedar Falls Way Roundabout
- Cedar Falls Way Roundabout to SE 140th Street
- SE 140th Street to 468th Ave SE

The character and function of North Bend Way has changed over the decades. Once serving as the highway leading from Puget Sound to Snoqualmie Pass, it now functions as the main street for the city. The business district has also expanded beyond its compact historic center and now extends along North Bend Way. With these changes, traffic calming measures and a recently adopted form-based code for the urban center are notable efforts to create a character that is appealing to both residents and visitors. The North Bend Way Corridor Plan shall include conceptual-level planning that will guide future investment in the corridor.

SCOPE OF WORK

Task 100 Project Management and Coordination

100.10 Progress Reports and Invoicing

Prepare and submit monthly formal progress reports and weekly informal e-mail progress check-ins. The formal monthly progress report will describe the work underway or completed in the subject month and the status of individual tasks. The weekly informal progress report will provide weekly progress as well as a one week look ahead update. The monthly progress reports will be included with the monthly invoices.

100.20 Project Coordination

Coordination of efforts include conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the team and key project stakeholders. This also includes the project kick off meeting, weekly team meetings, and biweekly City coordination meetings as needed.

Deliverables:

1. Monthly Progress Reports and Invoices.
2. Weekly informal progress check-ins (e-mail).
3. Meeting Agendas and Notes for the kick-off and biweekly City coordination meetings.

Task 200 Engagement

Task 200.10 Transportation Committee and City Council Meetings

Transportation Committee (TC) briefing. The consultant will prepare a PowerPoint summary presentation that outlines the key points of the existing conditions and alternatives. The consultant will attend the briefing and be available for questions.

City Council briefing. The consultant will prepare a PowerPoint summary presentation that outlines the key points of the Final Report. The consultant will attend the briefing and be available for questions.

Deliverables:

1. PowerPoint summary presentation of the existing conditions and alternatives
2. PowerPoint summary presentation of Final Report

Task 300 Existing Conditions

Task 300.10 Existing Conditions

Data needs. The consultant will issue a data needs memo to the City PMT that will include a formal request of data that may include GIS data sets, traffic counts, crash data, previous studies, and any other information required to proceed with the work outlined in this scope.

Opportunities and challenges. With an initial snapshot of existing conditions and needs in hand, the consultant will confirm our understanding during a meeting with the PMT. Feedback from this meeting will confirm that the team has identified issues and opportunities that reflect the lived experience of the community that knows that system best. The consultant will summarize findings in a brief memorandum.

Deliverables:

1. Opportunities and Challenges Memorandum (electronic pdf)

Task 400 Alternatives Development and Evaluation

Task 400.10 Alternate Concepts and Evaluation

Development of Concept Alternatives. The consultant will develop high-level concepts that include cost evaluations to help the team arrive at the right solution for the corridor. The consultant will develop up to ten (10) cross sections for the corridor (2 alternatives for each of the 5 segments), up to five (5) intersection concepts, and order of magnitude costs.

Concept Evaluation. The consultant will evaluate the intersection concepts based on existing traffic model and data. The consultant will work with the PMT to develop a set of qualitative evaluation criteria to evaluate the alternatives.

Task 400.20 Preliminary Report

The consultant will summarize existing conditions and alternatives analysis in a preliminary report.

Deliverables:

1. Technical Memorandum summary of the alternatives (electronic pdf)

Task 500 Conceptual Design and Final Report

Task 500.10 Concept Design

Upon selection of the preferred alternative, the consultant will prepare a conceptual-level design of the proposed improvements. The concept design will be based on available information provided by the City and field visits by the consultant.

The concept design will include:

- One (1) corridor cross section for each of the five (5) segments of the project corridor
- Concept designs for up to five (5) intersections along the project corridor
- An approach to low-impact development (LID) for managing stormwater, streetscape design, placemaking, and landscaping for each of the five (5) segments of the project corridor
- Concept-level opinions of cost

Task 500.20 Environmental Scan

The consultant will conduct a high-level environmental evaluation to identify any potential environmental issues that might affect or result from various corridor improvement options. This review will include available geotechnical information to inform the design process of any issues related to drainage.

Task 500.30 Implementation Strategy

The consultant will demonstrate how improvements should be prioritized for implementation, opinions of costs, and possible funding sources. A matrix will pair funding/grant opportunities with prioritized projects.

Task 500.40 Final Report

The consultant will prepare a Complete Street Plan Report to document all design criteria and decisions used in preparing the concept design. This document will build trust and confidence for the community as it will serve as a record of decisions that can be referenced once the city secures project funding to carry the project forward to final design and construction.

Deliverables:

1. Final Report (electronic pdf)

PROJECT ASSUMPTIONS

- The City will have one round of review for all deliverables.
- The City will provide a single set of consolidated, non-contradictory comments on the Preliminary Report that will guide the development of the Final Report.
- The City will provide a single set of consolidated, non-contradictory comments on the Final Report for the consultant to address.
- The City will schedule meetings with the Transportation Committee and the City Council.
- The City will identify and contact key project stakeholders.

PROJECT SCHEDULE

The Consultant will complete this scope of work within 9 to 12 months from the commencement of the contract.

END OF SCOPE OF WORK

Client: City of North Bend, WA
 Project: North Bend Complete Streets
 Project No.: PNBCCompleteSt

Darren Sandeno	Frederick H. Young	Alexandria D. Atchison	Frederick H. Young	Katheryn Sekel	Emilly E. Townley	Bryan E. Wilfert	Emilly E. Wilfert	Lot A. Gibson	Lot A. Gibson	Steve D. Olling	Donald A. Proctor	Marcia K. Gammon
----------------	--------------------	------------------------	--------------------	----------------	-------------------	------------------	-------------------	---------------	---------------	-----------------	-------------------	------------------

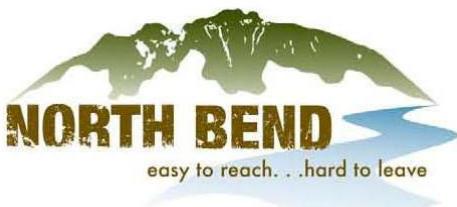
Task	Description	Labor Dollars	Labor Hours	Burdened Rates:	\$219.46	\$280.18	\$209.60	\$162.49	\$120.29	\$162.94	\$130.21	\$271.63	\$236.28	\$128.78
100	Project Management and Coordination	\$9,419.96	48					40						
200	Engagement	\$3,353.60	16					16				4		4
300	Existing Conditions	\$13,541.52	80					8	20					
400	Alternatives Development and Evaluation	\$42,918.72	212					12	32					
500	Conceptual Design and Final Report	\$48,454.76	224					40	20					
Labor Totals:		\$117,688.56	580					64	40	128	24	92	80	4
Totals:		\$117,688.56										72	72	4

Other Direct Expenses

Other Direct Costs (including mileage @ .585/mile)	\$500.00
Other Direct Expenses Total:	\$500.00

Project Total

\$118,188.56



City Council Agenda Bill

SUBJECT:	Agenda Date: May 3, 2022	AB22-054
Resolution Authorizing Contracts Necessary to Repair the Snoqualm Sewer Lift Station	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
Cost Impact: \$11,031.89	Public Works – Mark Rigos	X
Fund Source: Sewer Operating		
Timeline: Immediate		

Attachments: Resolution, Keithly Work Order and Invoice, Pump Tech Purchase Order and Quote

SUMMARY STATEMENT:

On April 5, 2022 City staff were performing regular checks of the sewer lift stations and found that the underground Snoqualm Lift Station, located at the intersection of NE 8th Street and Snoqualm Place NE, was not functioning correctly. Staff attempted to restore regular operation with no success. During troubleshooting, staff determined that the problem with the lift station was likely electrical in nature and beyond staff's abilities and certifications to continue diagnosis.

On April 6, 2022 staff reached out to Keithly Electric, the City's on-call electrician, for assistance. Because the scope of the diagnostic and repair services was unknown at the time, a work order in an amount not to exceed \$7,000.00 was prepared and approved by Mayor McFarland. Keithly arrived on-site on April 6th and began diagnosing the issue. Keithly determined that the electrical problems were as follows:

1. One of the two pumps had a failed start relay.
2. The other pump had a failed start capacitor.
3. There were two failed fuses in the control panel.
4. A quick disconnect on one of the pumps was corroded and was not making good contact.

Parts were immediately ordered and were installed on April 11, 2022, concluding Keithly's work on the station. Keithly's final invoice was in the amount of \$5,239.63.

During the course of the electrical work on the sewer lift station, both pumps were removed several times to assist in troubleshooting and operational testing. While one of the pumps was removed, a staff member noticed that the pump volute was damaged beyond repair. A spare pump that was labeled "Snoqualm" was brought to the site and Keithly determined that the spare was not the correct pump. The spare was designed for operation with 3-phase power while the lift station has single-phase power. The two are not interchangeable. In an effort to get the station functioning normally, staff removed the volute from the 3-phase pump and installed it onto the existing single-phase pump.

Once both pumps in the station were operating normally, staff noticed an unusual spray from the vicinity of the pump connection point on one of the pumps. Further investigation determined that the stainless steel discharge pipes on both guide rails have full circumference breaks adjacent to a weld that holds them in place. These breaks were temporarily repaired with a rubber wrap under a hose clamp. Permanent repair of the pipes would require removal of the guide rail/pump mount systems, preparation, and welding of the pipes. This would likely take several days and would require manual pumping and hauling of the sewage during that time. At this time, costs for repair are unknown. Alternatively, the guide rail/pump mount systems could be replaced with new units.

City Council Agenda Bill

Staff reached out to PumpTech, LLC to discuss a replacement option. PumpTech is the regional sole source supplier of the pumps that are installed in the station. On April 15, 2022 PumpTech sent a quote for a single-phase spare pump, two new guide rail/pump mount systems, and pump guide brackets that are all compatible with the existing pumps. The quote amounted to \$5,792.26, including tax. Quote details are attached. City staff estimate the removal of the old system and installation of the new system would take approximately 2 days. Additionally, the new design appears to be much more robust than the existing system.

The pump station was originally constructed in 1999 and the guide rail/pump mounts are original to the station. One of the pumps was installed in 2018 and the other was installed in approximately 2013. The typical life of the pumps is approximately 6 years.

Approval of this item will ratify the work order for Keithly Electric as well as approve the purchase order for PumpTech to supply a new spare pump, new guide rail/pump mount systems, and new pump guide brackets. For all of the reasons stated above, staff recommends approval of this item.

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 April 26, 2022 and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-054, a resolution authorizing contracts necessary to repair the Snoqualm Sewer Lift Station in the amount of \$11,031.89.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 3, 2022		

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, RATIFYING THE PAYMENT TO KEITHLY
ELECTRIC IN THE AMOUNT OF \$5,239.63 AND
AUTHORIZING THE MAYOR TO PURCHASE A SINGLE-
PHASE SPARE PUMP AND MOUNTING EQUIPMENT IN AN
AMOUNT NOT TO EXCEED \$5,792.26**

WHEREAS, on April 6, 2022, the City executed a work order with Keithly Electric, the City's on-call electrician, in an amount not to exceed \$7,000 to diagnose an electrical malfunction in the Snoqualm Lift Station ("Lift Station"), and Keithly Electric invoiced the City for \$5,239.63 under the work order; and

WHEREAS, the City discovered additional equipment failures within the Lift Station requiring the City to purchase replacement parts in an amount of \$5,792.26 from a sole source supplier, PumpTech, LLC; and

WHEREAS, the cost to the City of electrical work performed by Keithly Electric combined with the cost of the PumpTech, LLC parts (hereafter "Lift Station Repair") totals \$11,031.89, which exceeds the contract signing authority of the Mayor; and

WHEREAS, pursuant to chapter 39.04 RCW, a project constitutes a public work when the cost of the work performed including equipment procured in connection with a public works project is performed under contract; and

WHEREAS, chapter 39.04 RCW is inapplicable to the Lift Station Repair because RCW 70A.140.030 – .070 provides an alternative and additional means by which a city can operate and maintain water pollution control facilities without complying with chapter 39.04 RCW; and

WHEREAS, RCW 70A.210.110 states in part:

[Pollution control] facilities shall be constructed, reconstructed, and improved . . . in the manner determined by the governing body in its sole discretion and any requirement of competitive bidding, lease performance bonds or other restriction imposed on the procedure for the award of contracts for such purpose . . . is not applicable to any action taken under authority of this chapter.

WHEREAS, the Lift Station meets the definition of a pollution control "facility" in RCW 70A.210.020 which states as follows:

The term “facility” is defined to mean “any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof . . . which is used or to be used . . . in furtherance of the purpose of abating, controlling, or preventing pollution.” **“Pollution” is defined broadly to include water pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution.** [Emphasis added].

WHEREAS, RCW 70A.210.110 notwithstanding, the purchase of Lift Station equipment from PumpTech, LLC constitutes a sole source purchase exempt from the bidding laws set forth in RCW 39.04.280(1)(a); and

WHEREAS, the City desires to create a record herein of the cost to the City for the Lift Station Repairs and the City’s process for completing Lift Station Repairs under the applicable laws and regulations of the State of Washington;

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council’s initial findings of fact in support of the Lift Station Repair herein.

Section 2. Sole Source Purchase. The City Council finds that the purchase of a single-phase spare pump and mounting equipment from PumpTech, LLC constitutes a sole source purchase exempt from the public works bidding laws set forth in RCW 39.04.280(1)(a).

Section 3. Ratification of Keithly Electric Work Order and Authorization to Mayor to Purchase Sole Source Lift Station equipment from PumpTech, LLC. The City Council ratifies the payment to Keithly Electric in the amount of \$5,239.63 and authorizes the Mayor to purchase equipment from PumpTech, LLC in the amount of \$5,792.26 for Lift Station Repairs.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF MAY, 2022.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

**CITY OF NORTH BEND
WORK ORDER
2022-2**

This work order dated the 5 day of April 2022 is to specify services to be provided under the On-Call Professional Services contract which has been entered into by the CITY OF NORTH BEND (City) and Keithly Electric (Consultant). This work order is for the below mentioned project/scope of work.

Work Order No.: 2022-2

Project Name: Snoqualm Lift Station Emergency Repairs

Project No.: n/a

Amount: \$7,000.00 NTE

City Project Lead: Don DeBerg, PE
City Engineer

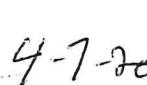
(Authorized cost of work not to be exceeded without written authorization)

SCOPE OF WORK:

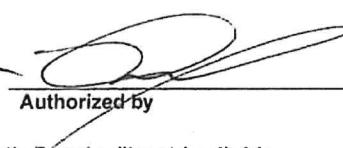
Keithly Electric will provide assistance with responding to and working on emergency repairs at the Snoqualm Lift Station that serves 15 private residences and failed on April 6, 2022.

CONSULTING FIRM:

 Authorized Signature

 4-7-2022 Date

CITY OF NORTH BEND:

 Authorized by

 4/5/2022 Date

NOTE: The City of North Bend will not be liable for charges for services not authorized by a fully executed work order.

FOR INTERNAL USE ONLY

Funds for work available through the following accounts:

402-000-000-535-80-41-00 – Sewer Professional Services

Distribution: Original: City Clerk **Copies:** Project Lead, Consultant, Accounting Coordinator



827 S. Director St.
Seattle, WA 98108
206-763-6875
www.keithlyelectric.com

54240

INVOICE NUMBER
CNB047
Shaun-R

DATE: April 18, 2022

City of North Bend
Attn: Accounts Payable
PO Box 896
North Bend, WA 98045

PO# / CONTACT: 2022-2

JOB LOCATION: North Bend

JOB DESCRIPTION: Troubleshoot Pumps

Quantity	Description	Unit Price	Extension
25.00	Prevailing Wage Electrician	175.00	4,375.00
1.00	Materials	432.00	432.00
	1. Troubleshoot pump issues. 2. Megged motors - both showing shorted to ground from starter. 3. Disconnected and tested at pump cable - motor ok 4. Troubleshoot controls - cabling pulled out of Miltrix - re-terminated. 5. Tested motor start capacitors - #1 bad - changed with customer spare. 6. #1 & #2 start relays bad - replaced #1 with customer spare. 7. Found that pump #1 not coming on because OL tripped. 8. Reset and tested - motor stuck on start winding. 9. Moved start relay to pump 2, current climbed back to start current. 10. Removed pump, changed the start/run capacitors and starting relays. 11. Installed new motor in double pumping the septic system. 12. Tested and verified operation.		

Subtotal: 4,807.00
Sales Tax 432.63

PLEASE PAY THIS AMOUNT **5,239.63**



TERMS Net 30 Days

Amounts are in US Dollars. Past due invoices are subject to a late charge of 1.5% per month.

Paypal: ar@keithlyelectric.com
Invoices valued at \$1000 or more paid by Paypal or credit card are subject to a 3.5% processing fee

85



PURCHASE ORDER

CITY OF NORTH BEND
920 SE Cedar Falls Way
NORTH BEND, WA 98045
(425) 888-1211

TO:
PumpTech, LLC
12020 SE 32ND Street Suite 2
Bellevue, Wa 98005
425-644-8501
Fax 425-562-9213
kjackson@pumptechnw.com

SHIP TO:
City of North Bend
North Bend WWTP
400 Bendigo Blvd N
North Bend, WA 98045
(425) 888-7688

**P.O. NUMBER:
No. PW2022-7**
[The P.O. number must appear on all related correspondence, shipping papers, and invoices]

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
5/4/2022	Jeff Leamon	N/A		Net 30 Days

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence and invoices to:
City of North Bend
P.O. Box 896
North Bend, WA 98045
425-888-1211
425-831-6200

SUBTOTAL	\$5,314.00
SALES TAX 9.0%	\$478.26
SHIPPING AND HANDLING	N/A
OTHER	N/A
TOTAL	\$5,792.26

The following terms and conditions are applicable to all purchase orders issued to a Vendor and entered into by and between the City of North Bend, Washington, referred to as City, and Vendor which are included by reference herein.

1. **Acceptance:** Vendor's acceptance of this order will be presumed unless Vendor acknowledges exception, in writing, to the City within ten (10) calendar days after the date of order.
2. **Anti-Discrimination:** Vendors doing business with the City are prohibited from discriminating against any employee, applicant for employment, or client because of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental or physical handicap.
3. **Assignment:** Vendor cannot assign or subcontract any part of this order without prior written consent of City.
4. **Compliance with Laws:** Vendor shall comply with all applicable federal, state, and City regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.
5. **Default:** In the event of default by the Vendor, the City may procure the goods or services covered by the purchase order from other sources and hold the Vendor responsible for any excess costs and may seek other remedies under law or equity.
6. **Deliveries:** Deliveries are to be made during hours 8:00 a.m. to 4:30 p.m. Monday through Thursday, and 8:00 a.m. to Noon on Friday, excluding holidays, unless otherwise stipulated. Vendor shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Vendor of any add-on redelivery, storage, or handling charges.
7. **Excusable Delays:** The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the City and is due to causes beyond the control of the Vendor. The Vendor must provide the City with prompt notification of such delays and the reason for same on or before the time set for performance.
8. **Indemnification:** To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers, from and against any and all claims, injuries, damages, losses, suits or liability, (including but not limited to attorney fees and costs of litigation), relating to, arising out of or in connection with the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents, subcontractors or assignees in performance of and pursuant to the terms of the purchase order. Should a court of competent jurisdiction determine that this purchase order 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 Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor'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 purchase order.
9. **Independent Contractor:** The Vendor shall be and act as an independent contractor, and under no circumstances shall this purchase order be construed as one of agency, partnership, joint venture or employment between the Parties.
10. **Insurance:** If the Vendor is required to go on City property to perform work or services, the Vendor shall assume full responsibility and incur expense to obtain all necessary insurance as required by the City. The Vendor must have secured, maintained and provide the required amount of \$1,000,000 General Liability and \$500,000 Automobile Liability limits and must list the City as an additional insured. The Vendor must have Worker's Compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City Administrator.
11. **Invoice:** Vendor must provide to the City an original invoice in duplicate to the Finance Department. The invoice shall contain the invoice number, item descriptions, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. If invoices subject to cash discount are not mailed on the date of shipment, discount period will be calculated from the date the invoice is received.
12. **Jurisdiction:** This purchase order shall be governed, construed and interpreted by, through and under the laws of the State of Washington.
13. **Liability-copyright/patent/trademark:** Vendor shall save and hold harmless the City, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the City or used in the performance of this purchase order.
14. **Litigation Venue:** In the event of any litigation between them, the parties specifically understand and agree that venue shall take be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.
15. **Modifications/Changes:** No modifications, substitutions, and/or changes shall be binding upon the City unless approved in writing by the City through a revised purchase order.
16. **Payment:** The City shall pay to the Vendor the price or prices specified in the purchase order upon delivery of the materials, equipment, or supplies and acceptance thereof by the City, or upon completion of the work to be performed and the acceptance thereof, as specified in the purchase order.
17. **Payment Changes:** Payments will only be made to the Vendor at the address as set forth on the invoice unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.
18. **Price:** Vendor shall charge the City the lowest and best price. If prices decline before receipt of shipment, the revised prices shall govern. Otherwise, invoices shall be approved for payment only at the prices of quotations agreed upon or prevailing at the time the order was placed, unless the City is notified immediately upon receipt of the purchase order and prior to shipment or any increase in price, whereupon the City shall have the right and privilege to cancel the order.
19. **Purchase Order Number:** The purchase order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning the purchase order.
20. **Quantities:** Quantities specified in the order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.
21. **Rejections/Reimbursements:** If, within a reasonable time after delivery, the City finds the goods ordered to be defective in workmanship or material or otherwise not in conformity herewith, the City may, in addition to other rights, reject and return such goods at Vendor's expense and such goods may not be replaced by Vendor without written authorization from the City.
22. **Recurring Purchase Order:** If the purchase order is continuing in nature, the City shall pay to the Vendor after receipt of invoices for material, equipment or supplies furnished, or work completed and accepted, as herein provided. The purchase order shall remain open until the not to exceed authorized amount has been depleted.
23. **Severability:** If any part of this purchase order is found by a court to be unenforceable, the remaining provisions shall nonetheless be enforceable to the extent allowed by law.
24. **Shipping and Handling:** All invoices shall include all freight, packing and handling charges. All goods delivered and services shall be free from all liens. Vendor is required to prepay charges and list such on the invoice.
25. **Terms:** By accepting the purchase order, the Vendor agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with the City's policies and procedures.
26. **Title:** Title for goods and materials shall pass when the goods and materials are inspected and accepted by the City.
27. **Waiver:** Any waiver by the Vendor or the City of a condition in any shipment or breach of any provision of this purchase order by the other party will not be considered a waiver of any other terms of this purchase order or that condition for subsequent shipments or subsequent breach by either party or prevent either party from enforcing any such provision.
28. **Warranty:** For a minimum of one (1) year after delivery to and acceptance by the City, the Vendor warrants that the goods and services furnished hereunder shall conform to the requirements and specifications of this order and shall be of good workmanship and quality, free of all defects and fit for the purpose for which they are intended. Disclaimers of express or implied warranties and limitations of liability from or in connections with Vendor's products ordered hereby will be of no effect unless assented to in writing by City.



Court Pump Tech LLC, Inc. Page: 1
12020 SE 32ND Street Suite 2
Bellevue, WA 98005
Phone: 425-644-8501
Fax: 425-562-9213
kjackson@pumptechnw.com

Sales Quotation

Customer#: 0178562

TO:
Jeff
North Bend, City of (WA)
PO Box 896
North Bend, WA 98045
Fax: 425-831-6200

Salesperson: Kirk Jackson / Zac Pitchford
Lead Time: 4 weeks
FOB: FOB ORIGIN - FFA
Ship Via: BEST WAY

Quote #: 0167093-A
Date: 4/15/2022
Expires: 5/15/2022

Project Name: Grinder Pump Replacement Proposal

Item		Price	Qty	Extend
HYD 52703-001-7	Pump HYD 52703-001-7 GRINDER SEWAGE, CENTRIFUGAL, MODEL, EXPLOSION PROOF, HPGX200CD, 2 HP, 230 V, SINGLE PH, 5.00IN IMPELLER, 35FT POWER CORD	0.00 3,564.00	1.00	0.00 3,564.00
BERS- 0125 CV	Conery Base Elbow Rail System - Includes Integral Check Valve in Pull-Out Flange - Allows for Removal of Check Valve with Pump - Ductile Iron Construction - Powder Coated for Corrosion Resistance - Stainless Steel Accessories Standard - Guide Rail Pins Designed to Accept 0.75" or 1.00" Rails - 1.25" Discharge	725.00	2.00	1,450.00
UGB-STNLS	Conery SS Upper Guide Bracket For Rail Sizes 0.75", 1.00"	150.00	2.00	300.00
Pricing	Pricing is based on assumption that the sump dept is 15' or less. If it is indeed deeper intermediate guide rail brackets and additional guide pipe will be required at an additional cost	0.00		0.00

The above order is subject to Pumptech, LLC's standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Signed: _____

Name: _____ Title: _____

SubTotal 5,314.00

Sales Tax: 478.26

Total: 5,792.26

FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by PUMPTech, LLC, comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTech, LLC (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTech, LLC's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTech, LLC communicates to Purchaser via PUMPTech, LLC's acknowledgement, in writing. PUMPTech, LLC's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTech, LLC, whether or not they would materially alter the Agreement, and PUMPTech, LLC hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTech, LLC prior to Quotation and referenced in the Quotation.

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTech, LLC prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTech, LLC's payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTech, LLC may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTech, LLC's "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTech, LLC's facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTech, LLC chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTech, LLC in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTech, LLC has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTech, LLC, PUMPTech, LLC, at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTech, LLC elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTech, LLC pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall pay PUMPTech, LLC for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTech, LLC shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTech, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTech, LLC receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTech, LLC's sole obligation shall be, at PUMPTech INC's option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTech, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTech, LLC's shop in Bellevue, Washington or to such location as PUMPTech, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTech, LLC in such a state that PUMPTech, LLC may inspect the item immediately upon PUMPTech, LLC's receipt thereof. If found to be defective, PUMPTech, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECTED TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLECT, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY: PUMPTech, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim.

PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTech, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND.

INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTech, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTech, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTech, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Washington.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

FINAL AGREEMENT: This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.

(Purchaser's signature)

Printed Name & Title

(Date)



City Council Agenda Bill

SUBJECT:	Agenda Date: May 3, 2022	AB22-055
Resolution Accepting TIB Grant for North Bend Way Corridor Plan Capital Transportation 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	
	Administrative Services – Dawn Masko	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate to March 25, 2025		
Attachments: Resolution, Grant Agreement		

SUMMARY STATEMENT:

In 2021, City of North Bend (“City”) staff applied for a Complete Streets Grant through the Washington State Transportation Improvement Board (TIB). The grant application underwent a competition with other cities in King, Snohomish and Pierce Counties. Fortunately, the City was successful in securing grant funds and obtained \$300,000 toward the Complete Streets Plan including a number of transportation capital projects indicated below. This grant can cover the following items:

- North Bend Way Corridor Complete Streets Plan (Report) \$50,000
- Lighted Crosswalks (Design and Construction) \$75,000
- Sidewalk Additions to Downtown (Design Construction) \$175,000

The City receives \$300,000 in grant funding and this grant has a zero matching fund requirement. Grant funds will be available immediately after TIB receives the Agreement.

Staff recommends acceptance of the Complete Streets Grant through the Transportation Improvement Board for \$300,000 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 agreement at its meeting of April 26th, 2022, and recommended approval and placement on Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-055, a resolution accepting a Washington State Transportation Improvement Board grant in the amount of \$300,000 for the North Bend Way Corridor Plan Capital Transportation Project.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
May 3, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON ACCEPTING A TRANSPORTATION IMPROVEMENT BOARD GRANT IN THE AMOUNT OF \$300,000 FOR THE NORTH BEND WAY CORRIDOR PLAN CAPITAL TRANSPORTATION PROJECT

WHEREAS, the City of North Bend (“City”) annually designs and constructs transportation capital projects on City streets; and

WHEREAS, the City applied to the Washington State Transportation Improvement Board (“TIB”) for grant funding through the Complete Streets Program for \$300,000 in TIB funds; and

WHEREAS, the North Bend Way Corridor Plan and various North Bend Way sidewalk capital projects (the “North Bend Way Corridor Plan Capital Transportation Project”) are in the City’s 2023-2028 Transportation Improvement Program (“TIP”); and

WHEREAS, the TIB awarded the City a grant in the amount of \$300,000 for the North Bend Way Corridor Plan Capital Transportation Project; and

WHEREAS, the TIB grant award requires no contribution of City funds to receive the grant;

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

Section 1. The City Council hereby accepts the TIB grant of \$300,000 for the North Bend Way Corridor Plan Capital Transportation Project. The City is not required to match the TIB grant with any City funds.

Section 2. The Mayor is authorized to enter into any agreements with the TIB necessary to complete the TIB grant of \$300,000 for the North Bend Way Corridor Plan Capital Transportation Project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF MAY, 2022.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Resolution

Susie Oppedal, City Clerk



City of North Bend
C-P-804(001)-1
Complete Streets Award

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
CITY OF NORTH BEND
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the CITY OF NORTH BEND, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Complete Streets, to provide for the retrofit of streets and roads ("Project") for eligible cities, towns, and counties to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders, and

WHEREAS, the above-identified RECIPIENT is eligible to receive a Project grant pursuant to ordinance 1715 and that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant

NOW, THEREFORE, pursuant to chapter 47.26 RCW, RCW 47.04.320, and WAC 479-10-500 *et seq.*, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of THREE HUNDRED THOUSAND AND NO/100 dollars (\$300,000) for the Project pursuant to the terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. PROJECT AND BUDGET

The Project shall provide for the retrofit of identified streets or roads on the RECIPIENT's approved work plan. In accordance with applicable laws and ordinances, the RECIPIENT agrees to enter into an agreement with an independent contractor and/or material providers, or otherwise provide for the Project work plan to be completed by the RECIPIENT's own forces. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its independent contractor and/or material providers. If RECIPIENT uses its own forces, it shall be solely responsible for paying the costs thereof. Under no circumstances shall the TIB be responsible to any third party for the payment of labor or materials used in completing the Project work plan. The Project work plan may be amended by the Parties, pursuant to Section 7.

3. PROJECT WORK PLAN AND DOCUMENTATION



The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Project work plan describing eligible items with estimated costs;
- b) Documentation to support all costs expended on the Project work plan; and
- b) Project work plan Closeout Form.

4. PAYMENT AND RETURN OF GRANT FUNDS

TIB will pay the full grant award to the RECIPIENT after TIB approves the Project work plan and the Parties fully execute this Agreement; provided that there are legislatively appropriated funds available. The RECIPIENT agrees that it shall hold the grant funds in a separate and identifiable account and only use said funds to pay the actual direct and related indirect costs of the approved Project work plan. Grant funds not expended on approved Project work plan items by March 25th, 2025 shall be returned to TIB within ninety (90) days after receipt of TIB's written notification.

5. USE OF COMPLETE STREETS GRANT FUNDS

RECIPIENT agrees that the grant funds shall only be used to complete the approved Project work plan. Otherwise, RECIPIENT is subject to the Default and Termination provisions of Section 9.

6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work plan, including but not limited to accounting procedures and practices which sufficiently and properly reflect all actual direct and related indirect costs of any nature expended in the performance of this Agreement.

RECIPIENT shall retain such records for a period of six years after the completion of the Project work plan and TIB's acceptance of the Project work plan Closeout Form. At no cost to TIB, these records shall be provided when requested; including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7. REVISIONS TO THE PROJECT WORK PLAN

RECIPIENT may request revisions to the Project work plan, including the addition or removal of items. Requests must be made in writing, and TIB, in its sole discretion, will determine whether to accept the proposed revisions. Should the TIB approve a Project work plan revision, the Parties shall amend this Agreement pursuant to Section 14. The RECIPIENT shall be solely responsible for all costs incurred in excess of the Agreement grant award.



8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or amendment thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed three years, unless extended by Agreement amendment pursuant to Section 14.

9. NON-COMPLIANCE, DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement and applicable rules under WAC 479-10-500 *et seq*, TIB shall notify the RECIPIENT, in writing, of RECIPIENT's non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project work plan, or a denial accompanied by supporting documentation. An agreement to amend the Project work plan must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its Project work plan to correct or implement an amendment to the Project work plan.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and, in its sole discretion, TIB may require the RECIPIENT to stop incurring additional Project work plan costs during the investigation. Should TIB require the RECIPIENT to stop incurring additional costs to be paid with the grant funds, the RECIPIENT shall be solely obligated for paying any additional costs incurred by such suspension of work, contractor claims, or litigation costs; such costs cannot be paid for with grant funds.

9.2 DEFAULT

RECIPIENT is in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance with this Agreement and the Project work plan;
- b) TIB denies the RECIPIENT's request to amend the Project work plan; and
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop incurring costs chargeable against the grant funds and/or take such actions necessary as may be directed by TIB to protect TIB's grant funds.
- b) In the event of termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of all grant funds.



c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the costs of the mediator.
- d) Each Party agrees to participate to the fullest extent possible and in good faith in resolving the dispute in order to avoid delays or additional incurred cost to the Project work plan.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11, until and unless the Dispute Resolution process has been exhausted.

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 RECIPIENT, shall protect, defend, indemnify, and save harmless the TIB, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, RECIPIENT'S negligent acts or omissions which may arise in connection with its performance under this Agreement.

RECIPIENT shall not be required to indemnify, defend, or save harmless the TIB if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of TIB; provided that, where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of RECIPIENT's own negligence.

12.2 RECIPIENT agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, RECIPIENT, by mutual negotiation, hereby waives, with respect to TIB only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.



12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

13. ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights or obligations under this Agreement.

14. AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

15. INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties. RECIPIENT agrees to abide by all applicable federal, state and local laws, ordinances, and rules when performing under the terms of this Agreement.

RECIPIENT

Transportation Improvement Board

Chief Executive Officer

Date

Date

Print Name

Print Name

Approved as to Form

By: _____
ANN E. SALAY
Senior Assistant Attorney General
NOTE: Any changes to the terms of this Agreement
shall require further approval of the Office of the
Attorney General



City Council Agenda Bill

SUBJECT:	Agenda Date: May 3, 2022	AB22-056
Resolution Accepting Tanner Trail Nuisance Abatement and Invasive Vegetation Removal Public Works Project as Complete	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Mike Kenyon/Lisa Marshall City Clerk – Susie Oppedal Administrative Services – Dawn Masko Comm. & Economic Development – Rebecca Deming Finance – Richard Gould Public Works – Mark Rigos, P.E.	
Cost Impact: N/A		
Fund Source: N/A		X
Timeline: Immediate		
Attachments: Resolution, Final Invoice		
SUMMARY STATEMENT:		
On September 17, 2021, the City Council approved a contract amount of \$17,160.86 with TCMM Sequoia LLC for nuisance abatement adjacent to Tanner Trail. There was a tremendous amount of invasive, non-native noxious weeds in this corridor such as Himalayan blackberry, Japanese knotweed, and English ivy. This work was performed in Tanner Trail public property, adjacent to the Cade Vue 2&3 Townhomes project that began clearing and grading in early September 2021. There was quite a bit of invasive and non-native vegetation in Tanner Trail adjacent to their project. The City contracted with TCMM since they had already mobilized with heavy equipment on their own private property. By contracting with TCMM, this resulted in substantial savings to the City to improve this corridor that was public right-of-way.		
The two work scopes consisted of:		
<u>Tanner Trail areas east of Park Street work scope:</u> Task 1: Knotweed was sprayed by licensed pesticide applicator. Task 2: Two dying aspen trees in bad shape were cleared and removed. Task 3: The area was cleared and grubbed of all surface invasive, non-native noxious vegetation. Task 4: The City's failing chain link fence was removed.		
<u>Tanner Trail area west of Park Street work scope:</u> Task 1: Knotweed was sprayed by licensed pesticide applicator. Task 2: The very small retention pond / drainage swale slopes were smoothed. Rip rap was added to a pipe inlet / outlet.		
The work began in approximately September 2021 and was almost entirely completed by March 2022 at a final cost of \$16,160.86 including sales tax. This amount was \$1,000 below original contract amount of \$17,160.86, because the hydroseeding by TCMM was not performed. The City negotiated a reduction of \$1,000 off the contract amount. TCMM recently sold the land / project to Pulte, a local homebuilder. City's Public Works staff can easily hydroseed this area with a native wildflower seed mix.		
All necessary documentation has been received by the City and the project is ready for close-out. Retainage cannot be released until the project has been accepted by City Council, all liens have been satisfied, and all taxes have been paid. Upon receipt of all necessary documentation, retainage shall be released.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		

City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed by the Transportation and Public Works Committee during their April 26, 2022 meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-056, a resolution accepting the Nuisance Abatement and Invasive Vegetation Removal Project (Adjacent to Tanner Trail) as complete and authorizing the release of retainage.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 3, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING TANNER TRAIL NUISANCE ABATEMENT AND INVASIVE VEGETATION REMOVAL PROJECT AS COMPLETE AND AUTHORIZING RELEASE OF RETAINAGE

WHEREAS, in August of 2021 City staff noticed an old concrete bunker located adjacent to the Tanner Trail on City owned property; and

WHEREAS, inspection of the bunker revealed regular transient use over the years including possible recent wood burning activity during drought conditions; and

WHEREAS, the City's consulting arborist investigated existing trees and vegetation to evaluate impacts of removal of the structure; and

WHEREAS, two trees in the immediate vicinity are dead and could potentially fall onto Tanner Trail and North Bend Way; and

WHEREAS, the area is densely vegetated with invasive species such as Knotweed, Ivy, Holly, and Himalayan Blackberry; and

WHEREAS, the invasive species need to be sprayed with a pesticide and removed to prevent further spread to the surrounding area; and

WHEREAS, Public Works staff are fully occupied with existing maintenance duties to handle this additional work that will involve mobilizing heavy equipment; and

WHEREAS, the developer of the nearby Cade Vu 2 & 3 project site already has heavy equipment mobilized and available to perform the work, and City Staff has obtained a work scope and fee for this abatement; and

WHEREAS, it is in the public interest to remove the bunker, dead trees, and invasive species to abate the nuisance to protect public health, safety, and welfare; and

WHEREAS, the City contracted with then property owner (TCMM Sequoia, LLC) to perform the emergency abatement, which was approved by North Bend City Council on September 7, 2021. The contract amount was for \$17,160.86; and

WHEREAS, in 2021 TCMM Sequoia performed the emergency abatement and provided the required documentation for prevailing wages. One minor item was not performed, which was acceptable to City staff, and the final cost of the project was \$16,160.86; and

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

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

Section 1. The City of North Bend accepts TCMM Sequoia, LLC work on the Tanner Trail Nuisance Abatement and Invasive Vegetation Removal Project.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF MAY, 2022.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

Invoice

TCMM Sequoia LLC
190 W. Dayton Street, Ste 103
Edmonds, WA 98020-4182

Bill To:
ATTN: Mark Rigos City of North Bend 920 SE Cedar Falls Way North Bend, WA 98045

Date	Invoice No.	Terms	
3/25/22	2001	Payment due within 30 days from invoice date.	

Item	Description	
Reimbursement	Project Name: Cade Vu 2 & 3 Job No: 21008 Cost Code: 9007 SCOPE OF WORK: Emergency Nuisance Abatement on Tanner Trail	16,160.86
	Please make checks payable to: TCMM Sequoia LLC	
	Invoice Total	\$ 16,160.86

001.000.096.594.59.61.00 \$16,160.86
 52 001.000.096.382.20.00.00 (4800.77)
 107 001.000.096.382.20.00.00 (41,614.09)

 \$13,744.00





Office of Mayor

PROCLAMATION

WHEREAS, all people should have access to safe, healthy, and affordable homes within communities that provide opportunity; and

WHEREAS, the US Department of Housing and Urban Development (HUD) defines affordable housing as “housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities.”; and

WHEREAS, studies have found that each \$100 increase in median rent results in a 15% increase in homelessness in metro areas and a 39% increase in homelessness in nearby suburbs and rural areas; and

WHEREAS, the COVID-19 pandemic has exacerbated many existing financial constraints for low- and moderate-income households; and

WHEREAS, the CDC recognizes safe, healthy, and affordable housing within communities of opportunity as key social determinants of health; and

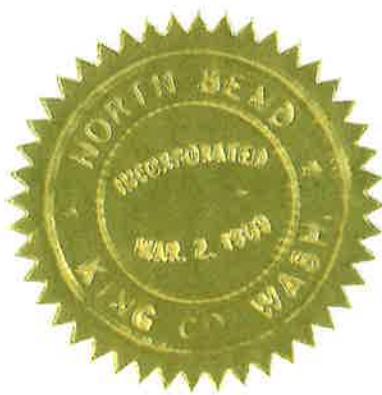
WHEREAS, everyone benefits from affordable housing, including the people who reside in these properties, their neighbors, businesses, employers, and the community as a whole; and

WHEREAS, the need for affordable homes across King County prior to the COVID-19 pandemic and the number of people experiencing homelessness has remained at crisis levels; and

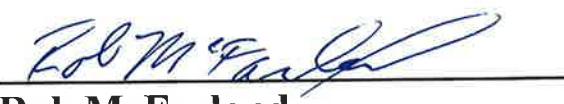
WHEREAS, united to raise public awareness, people, organizations, and communities throughout King County are participating in local Affordable Housing Week activities to elevate the critical need to create healthy communities with ample affordable housing; and

WHEREAS, the City of North Bend endorses the goals, objectives, and purposes of Affordable Housing Week, and in doing so, firmly recommits itself to ensuring that our community’s recovery from the crises at hand is equitable, and that all people in North Bend live with dignity in safe, healthy, and affordable homes;

NOW, THEREFORE, I, Rob McFarland, Mayor, do hereby proclaim the week of May 8 to 14, 2022, as **AFFORDABLE HOUSING WEEK** in the City of North Bend.



Signed this 3rd day of May, 2022



Rob McFarland
Mayor



City Council Agenda Bill

SUBJECT:	Agenda Date: May 3, 2022	AB22-057
Appointments to the Planning Commission	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Mike Kenyon/Lisa Marshall City Clerk – Susie Oppedal Administrative Services – Dawn Masko Comm. & Economic Development – Rebecca Deming Finance – Richard Gould Public Works – Mark Rigos	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline:		
Attachments: Applications		
SUMMARY STATEMENT:		
The Planning Commission prepares and recommends coordinated plans, regulations and restrictions for the physical development of the City. The Commission consists of seven members with a minimum of four of the commissioners required to reside inside the City limits and three that may reside in the 98045 zip code area (NBMC 2.28.010). Planning Commission terms are for a period of four years, unless otherwise indicated in accordance with Ordinance 1769, adopted by the City Council on February 1, 2022.		
Planning Commissioners Olivia Moe and James Boevers, whose terms expire on May 18, 2022, have generously agreed to serve for another term.		
Terms for Planning Commission Positions No. 2 and No. 6 became vacant with the recent resignations of July Bilanko and Heather Bush. Positions No. 4 and 7 will become vacant with the expiration of Gary Towe and Scott Greenberg's terms. The vacancies were advertised on March 11, 2022 and on April 18 th and 21 st . Mayor McFarland, Community & Economic Development Director Deming and Senior Planner McCarty interviewed six candidates from the large pool of applications received.		
Mayor McFarland is recommending the reappointment of Olivia Moe to Position No. 4 (term expiring May 18, 2026) and James Boevers to Position No. 5 (term expiring May 18, 2026). Mayor McFarland is recommended the appointment of Brian Aylward to Position No. 1 (term expiring May 18, 2024), Juliano Pereira to Position No. 2 (term expiring May 11, 2023), Coreen Wilson to Position No. 6 (term expiring May 18, 2026) and Hannah Thiel to Position No. 7 (term expiring May 18, 2026).		
APPLICABLE BRAND GUIDELINES: Commitment to invest in the City and foster community engagement and pride.		
COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: MOTION to approve AB22-057, confirming the Planning Commission appointments for Olivia Moe to Position No. 4, James Boevers to Position No. 5, Coreen Wilson to Position No. 6 and Hannah Thiel to Position No. 7, all terms expiring May 18, 2026; Brian Aylward to Position No. 1, term expiring May 18, 2024 & Juliano Pereira to Position No. 2, term expiring May 11, 2023.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 3, 2022		



City of North Bend Commission Application

RECEIVED
MAR 21 2022
City of North Bend

Name: Coreen Wilson

Address: 733 SE 11th St, North Bend

Home Phone: _____ Cell Phone: _____

Business Phone: 425-454-7437 Email: _____

How long at residence: 4.5 years Best time to contact: Any

Commission desired: 1st Choice Planning 2nd Choice EDC

Reason you are interested in serving: I love our community. I currently serve on the EDC.

I want to serve in the place I can make the most impact and be most useful.

Previous community activities: EDC chair

Applicable education, occupational, and specialized experience: I am a practicing attorney with 22 years of experience.

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?

No.

2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community? Yes.

Are there days or evenings you would be unavailable to meet?

Occassionally.

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:

City of North Bend, Attn: City Clerk, 920 SE Cedar Falls Way, North Bend, WA 98045 For more information call 425-888-7627 or email: soppedal@northbendwa.gov

COREEN R. WILSON

RELEVANT EMPLOYMENT HISTORY

Wieck Wilson, PLLC

Bellevue, WA

2016 to present

Partner

Practice focuses on work as retained counsel for Allstate Insurance Company, Encompass, and Esurance, as outside litigation counsel for a Fortune 1000 company, as well as litigation on behalf of private individuals. Manage a case load of complex tort, real estate, and premises liability cases, including all aspects of litigation from inception to trial and appeal. Defend cases at risk of excess exposure as well as cases under reservation of rights. Work closely with the claims department to provide guidance and advice on litigation and settlement strategy. Tried twelve cases to date, obtaining a directed verdict in one, a verdict of \$40,000 in a case in which the plaintiff demanded \$2 million, a verdict of \$32,500 in a case in which the plaintiff demanded \$1 million, a verdict of \$3,000 in which the plaintiff demanded \$1 million, and negotiating a favorable settlement of a real estate fraud case in which the clients faced personal exposure in excess of \$1 million. **Tried the first binding jury trial over Zoom.** Successfully arbitrated and mediated hundreds of cases. In addition to case load, maintains primary responsibility for all aspects of business management, including accounts receivable, collections, lease negotiation, and human resources.

Wieck Schwanz, PLLC

Bellevue, WA

2010 to 2015

Trial Attorney

Assisted in the startup and transition of the firm from O'Brien Barton Wieck & Joe PLLC to Wieck Schwanz, PLLC. Practice focused on work as retained counsel for Allstate Insurance Company, Encompass, and Esurance. Managed a case load of complex tort and premises liability cases, including all aspects of litigation from inception to trial. Defended cases at risk of excess exposure as well as cases under reservation of rights. Worked closely with the claims department to provide guidance and advice on litigation and settlement strategy. Tried ten cases to a jury, seven of which resulted in verdicts lower than the last settlement offer. Other noteworthy achievements include successfully defending a celebrity client on appeal at the Washington State Court of Appeals.

O'Brien Barton Wieck & Joe PLLC

Issaquah, WA

2008 to 2010

Trial Attorney

Retained counsel for Allstate Insurance Company. Practice included all aspects of litigation of complex tort and premises liability cases, from inception to trial. Defended cases at risk of excess exposure as well as cases under reservation of rights. Worked closely with the claims department to provide guidance and advice on litigation and settlement strategy. Tried two cases to a jury, one of which resulted in an award of zero dollars in general damages. Other noteworthy achievements include the successful settlement of a multi-million dollar child abuse claim.

Allstate Insurance Company **Seattle, WA**

2005 to 2008

Trial Attorney

In-house counsel position. Insurance defense litigation practice, including all aspects of litigation and trial advocacy. Practice included personal injury and premises liability litigation, as well as Special Investigation Unit (fraud) claims. Tried 13 cases to a jury. All 13 cases resulted in verdicts below the plaintiff's last offer. Eleven resulted in verdicts less than Allstate's "Evaluated Amount." Seven were defense verdicts. Received the Distinguished Performance Award in 2007 for earning the most trial points.

Tousley Brain Stephens PLLC **Seattle, WA**

2003 to 2005

Attorney

Commercial law practice, including all aspects of litigation and trial advocacy, as well as some transactional work. Emphasis on contracts, construction, real estate, and insurance coverage. Independently managed the litigation of a number of cases, and worked cooperatively with other attorneys to litigate complex, multi-million dollar claims. Noteworthy achievements include pivotal involvement in the successful settlement of four condominium construction defect cases, winning partial summary judgment dismissal of several claims, and prevailing on appeal in a real estate case.

Lee Smart Cook Martin & Patterson, P.S., Inc. **Seattle, WA**

December 2001 to 2003

Attorney

Insurance defense practice, including all aspects of litigation and trial advocacy. Practice included construction defect, construction site injury, personal injury, products liability, insurance coverage, Uniform Commercial Code, real estate, and legal malpractice. Noteworthy achievements include leveraging a settlement of less than six figures on a products liability case in which the 40-year old plaintiff sustained a partial amputation of her leg, as well as the summary judgment dismissal of a construction company sued for construction defects estimated at approximately \$10 million.

SAFECO Insurance Company **Tacoma, WA**

June 2001 – December 2001

Contract Attorney

Insurance defense practice, with an emphasis in commercial and personal injury litigation. Represented clients at hearings and depositions. Researched and wrote motions and trial briefs. Performed research and writing related to insurance coverage issues.

Brewer Layman, Attorneys at Law, P.S. **Everett, WA**

1998 to June 2001

Attorney/ Rule 9 Intern

Family law, criminal law, and personal injury practice. Drafted complaints, answers, motions, memoranda, declarations, trial briefs, pre-hearing statements of proof, mediation

notebooks, correspondence, demand letters, and discovery requests. Drafted all pleadings for cases on appeal. Engaged in case evaluation and strategy; prepared cases for trial, mediation, arbitration, and appeal. Represented clients at hearings in district and superior court.

Federal Way Prosecuting Attorney

1999 to 2000

Rule 9 Intern

Represented the City of Federal Way at arraignments, pre-trial hearings, motion hearings, jury call, sentencing and review hearings, bench trials, jury trials and RALJ appeals. Wrote appellate briefs for both RALJ appeals and discretionary appeals to the Division I Court of Appeals and Washington State Supreme Court. Prepared calendars and prepared cases for trial; prepared witnesses, exhibits, and jury instructions for trial; negotiated plea agreements with defense attorneys and pro se defendants.

AWARDS AND HONORS

Recognized as a “Rising Star” by Washington Law & Politics magazine in 2005 and 2012

Named one of the Top Attorneys in Washington State in Seattle Met Magazine, July 2012

Named one of the Top Women Attorneys in Washington State in Seattle Met Magazine, December 2012

Member of American Mensa since 2003

Distinguished Performance Award from Allstate Insurance Company in 2007

Member of American Board of Trial Advocates

EDUCATION

Seattle University School of Law

Juris Doctor magna cum laude in May 2000

Top 10% of class

Trustee merit scholarship extended through all three years of school

Finalist in the Cheney Writing Scholarship Competition

CALI Award for Legal Excellence in Criminal Law

Order of the Barristers (exclusive national organization which selects members on the basis of excellence in oral and written advocacy)

University of Washington

Bachelor of Arts in Political Science and Economics, June 1997

Focus in political economic theory

Angel Flight-Silver Wings member

Women’s Commission member

Columbia Basin College

Associate of Arts with honors; Paralegal Certificate with honors, June 1995

Student government budget committee

Debate Team (Cross Examination Debate Association style)

Student Representative to Columbia Basin College Foundation Board
Phi Theta Kappa (academic honor society)
YMCA Mentor Program

PUBLISHED WORKS

- “Apportionment of Damages for Construction Defects,” Defense Research Institute’s For the Defense, December 2002.
- “Indemnity in Construction Contracts,” Defense Research Institute’s For the Defense, December 2002.
- “Wealthy Parents and Child Support,” Washington State Bar Association Bar News, August 2001; reprinted in Oregon Law Journal, October 2001; reprinted in Washington Law Journal, October 2001.
- Researched and wrote updates to Chapter 56 (Contempt), Chapter 47 (Separate Maintenance), and Chapter 46 (Legal Separation) of Washington Practice Family and Community Property Law for 2000 and 2001 under the supervision of managing partner.
- Case law updates and judicial profiles for Washington Defense Trial Lawyers Association’s Defense News.

CLE PRESENTATIONS

- Remote Civil Jury Trials, Vermont Bar Association, October 2021
- Trial by Fire...Er...Zoom: How not to get Burned, Construction Defect Dispute Conference, October 2021
- Zoom and the Future of Hybrid Court, Zoomtopia, September 2021
- Jury Trial By Zoom, Virtual Crittenden Medical Insurance Conference, April 2021
- Emerging Best Practices: Discovery and Trial Issues During 2020 and Forward, Washington Defense Trial Lawyers Association, March 2021
- Remote and Hybrid-Remote Litigation: Technology and Presentation Tips, Washington Defense Trial Lawyers Association, March 2021
- Virtual Trials, National Association of Subrogation Professionals, March 2021
- Remote Jury Trials, Vermont Bar Association, January 2021
- Secrets of Zoom Depositions, Teams Court and Online Meetings, Allegheny County Bar Association, December 2020
- Masters in Trial, American Board of Trial Advocates, November 2020
- Remote Litigation Panel for Caribbean Law Students Association, November 2020
- Remote Trials Panel Presentation, King County Bar Association Bench Bar Conference, November 2020
- Best Practices for Hybrid Trials, Online Courtroom Project and National Institute of Trial Advocacy, November 2020
- Lessons from a Zoom Jury Trial, National Institute of Trial Advocacy, September 2020
- Deposition Skills, National Institute of Trial Advocacy, July 2019
- “How to address Biomechanics in Low Speed Motor Vehicle Accident Cases After *Stedman*,” Annual Tort Law Update, December 6, 2013
- Deposition Skills, National Institute of Trial Advocacy, 2008
- “Defending the Minor Impact Case,” Annual Tort Law Update, December 12, 2008
- “Class Action Certification,” Class Action Fairness Act of 2005, April 20, 2005
- “Statutory and Judicially Recognized Privileges,” Handling Expert Witnesses and

Evidentiary Privileges, March 24, 2004

- “Construction Claims,” Premises Liability in Washington, April 3, 2003
- “Class Action Lawsuits,” Annual Update on Construction Defect Litigation, September 27, 2002

MOOT COURT

- Represented Seattle University School of Law at the ABA Regional Mock Trial Competition
- Second Place, 1999 Mock Trial Competition
- Best Oralist, 1998 Environmental Law Appellate Competition
- Finalist, 1998 Mock Trial Competition
- Instructor for the Street Law program at Foss High School (1998-1999 school year)

VOLUNTEER & PRO BONO WORK

- Appointed to the Washington State Bar Association Court Rules & Procedures Committee, 2021 to present
- Chair of Subcommittie X of the Washington State Bar Association Court Rules & Procedures Committee, 2021 to present
- Advisory Board Member, Online Courtroom Project, 2020 to present
- Member of King County Bar Association Judicial Officer Survey Committee, 2019 to present
- Faculty for National Institute of Trial Advocacy Deposition Skills Course, 2008 and 2019
- Appointed by the Mayor of North Bend to the Economic Development Commission, March 2019 to present
- Chair of City of North Bend Economic Development Commission, 2021 to present
- Snoqualmie Valley Shelter Services volunteer, 2016 to present
- Chair of four CLEs presented by the Washington State Bar Association
- Chair of CLE presented by the Washington Defense Trial Lawyers Association
- Attorney coach for Bellevue High School YMCA Mock Trial Team (2018-2019)
- Attorney coach for Tiger Mountain Community High School YMCA Mock Trial Team (2001-2005)
- Audience rater for YMCA Mock Trial Competition
- Presiding judge for Seattle University School of Law mock trials



City of North Bend Commission Application

RECEIVED
MAR 17 2022
City of North Bend

Name: Hannah Thiel

Address: 1306 Bandera Ave SE

Home Phone: _____ Cell Phone: _____

Business Phone: _____ Email: _____

How long at residence: 1 1/3 years Best time to contact: any time

Commission desired: 1st Choice Planning 2nd Choice Planning

Reason you are interested in serving: Former City Planner for West Valley City & Former PC chair for Saratoga Springs, UT

Previous community activities: PC chair, Children's church & program president & leader, school volunteer, homeless shelter volunteer, non profit setup for children/farmers

Applicable education, occupational, and specialized experience: B.S. in Urban Planning & subsequent short and long term planning and code writing

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?

W/a

2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community?

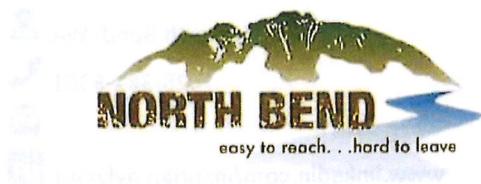
yes

Are there days or evenings you would be unavailable to meet? not specifically but there may be times kids' sports could conflict

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:

City of North Bend, Attn: City Clerk, 920 SE Cedar Falls Way, North Bend, WA 98045 For more information call 425-888-7627 or email: soppedal@northbendwa.gov



City of North Bend Commission Application

City of North Bend

Name: Brian Aylward

Address: 543 Meadow Drive SE, North Bend, WA 98045

Home Phone: _____ Cell Phone: _____

Business Phone: 425-381-6391 Email: you@you.com

How long at residence: 9 months Best time to contact: Anytime

Copyright © 2010 by Pearson Education, Inc., or its affiliates. All Rights Reserved.

To support the growth and development of the city of North Bend by having a voice in decision making.

Reason you are interested in serving: To support the growth and development of the City of North Bend by having a voice in decision making and helping increase civic engagement and public participation.

Growing up in Bothell and living in Seattle for 10 years, I have always loved visiting North Bond. When my partner and I decided to start a family we couldn't think of a better place to raise our children while becoming more active members in our community. The opportunity to serve on the planning commission would provide invaluable learning and allow me to engage our community in a meaningful way while helping to shape the future of this beautiful city.

Previous community activities:

This will be my first community service in the city of North Bend. I have served on several non-profit boards and in volunteer roles in the city of Seattle including Sound Generations, Pacific Northwest Chapter of Society for Public Health Education, Thrive Through Cancer, and Lifelong AIDS Alliance.

Applicable education, occupational, and specialized experience: BS, Public Health Western Washington University Graduate Certificate, Marketing University of Washington

I have spent 4 years working as a health educator serving residents in Seattle, 2 years mobilizing community for senior citizens to increase access to healthcare across King County, 5 years working in government technology to increase civic involvement and transparency, and most recently as a freelancer supporting small businesses with their marketing strategy. My career is rooted in community to support engagement between residents, services, and access.

Chair, Corporate Council at National League of Cities, Jan 2018 - December 2021
Partner, Corporate Council at National Association of Counties, May 2018 - December 2021
Member, Corporate Council at United States Conference of Mayors, Jan 2018 - December 2021

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?

I do not see any possible conflicts of interest.

2) When making decisions do you feel you could be impartial and base your decision on the overall needs and benefit of the community? I have full faith in myself to be impartial and base all decisions on

and benefit of the community? I have full faith in myself to be impartial and base all decisions on the overall need and benefit of the community.

Are there days or evenings you would be unavailable to meet?

My schedule is flexible any day of the week for in-person and virtual meetings.

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:

City of North Bend, Attn: City Clerk, 920 SE Cedar Falls Way, North Bend, WA 98045 For more information call 425-888-7627 or email: soppedal@northbendwa.gov

BRIAN AYLWARD

North Bend, WA

425-381-6391


www.linkedin.com/in/brian-aylward

PROFILE

Engagement and marketing strategist with a 10 year history of building, connecting, and mobilizing communities of stakeholders while consistently connecting the dots between strategic direction and in-the-weeds execution. Whether it's studying patient outcomes, defining marketing objectives, or identifying areas for civic participation, I've balanced creativity with data-driven tactics that ignite strong ecosystems to increase engagement and improve awareness.

EXPERIENCE

Wheels Up Collective | Head of Client Relations | December 2021 – present

Boutique marketing agency built exclusively to serve startups and small businesses

- Oversee the client experience for 20 companies specializing in technology and services for wealth management, accounts payable, virtual reality, shipping and logistics, commuter transportation, and digital health.
- Lead marketing strategist to develop right-fit digital and grassroot campaigns that attract and retain customers.
- Responsible for new client acquisition and overall client success while exceeding marketing objectives.

Tyler Technologies, Inc | Manager, Corporate Marketing | May 2017 – December 2021

Integrated software and technology services for the public sector (NYSE: TYL)

- Created and launched the company's first thought leadership program to recruit government agency advocates to bring diverse perspectives on data governance, civic engagement, and financial transparency.
- Developed and managed a network of 15 national industry association partners to build mutual trust and identify opportunities for corporate participation in local and national government initiatives.
- Built client community through digital programs, in-person customer meetups, and annual user conferences, to disseminate best practices, promote peer-exchange, and share current trends in open data practices.

Iora Health, Inc | Community Development Manager | June 2015 – May 2017

Disruptive primary care model with native technology and payment system based on care

- Oversaw regional patient recruitment and experience including digital and grassroots marketing, community organizing, and new patient orientation program, resulting in 425% growth, 85% retention, and NPS score of 90.
- Developed referral stream with local senior centers, affordable/low-income housing, parks and recreation programs, libraries, and foodbanks, where 12 physicians and 40 health coaches delivered 500+ education classes.
- Coordinated field marketing activities for 300+ health insurance providers contracted to enroll patients on eligible Medicare plans and served as primary liaison for the plans' business operations teams.

Swedish Health Services | Health Education Specialist | June 2012 – June 2015

Multi-campus non-profit medical center and primary care network

- Supervised five education centers serving 8,000+ patients annually and partnered with medical and nursing staff to coordinate the development of 360+ education programs and 80+ health information guides.
- Launched triage service to support patient navigation across oncology service lines, integrated care services, and new personalized medicine institute, improving satisfaction scores by 33%.

EDUCATION

Marketing Management Certificate – University of Washington

May 2017

Certified Health Education Specialist – NCHECH

August 2012

Bachelor of Science, Community & Public Health – Western Washington University

June 2012



City of North Bend Commission Application

City of North Bend

RECEIVED
MAR 16 2022Name: Juliano Lemos PereiraAddress: 1762 Granite Way SE

Home Phone: _____ Cell Phone: _____

Business Phone: 303.500.7758 Email: _____How long at residence: 1 year Best time to contact: NOONCommission desired: 1st Choice _____ Parks, Recreation, and Beautification Commission 2nd Choice _____ Planning CommissionReason you are interested in serving: Helping in the development of the city and
being an intermediary between the community and the local governmentPrevious community activities: _____

_____Applicable education, occupational, and specialized experience: Graduated as Civil Engineer.Today I'm a director in a firm that provides technical expertise in engineering,
accounting, construction, program management and litigation support.

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?

No2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community? Yes. I work as an independent expert in litigation and arbitration process.

Are there days or evenings you would be unavailable to meet?

Weekends and week days before 4 pm.

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:

City of North Bend, Attn: City Clerk, 920 SE Cedar Falls Way, North Bend, WA 98045 For more information call 425-888-7627 or email: soppedal@northbendwa.gov



Curriculum Vitae

Juliano Lemos Pereira

Juliano Lemos Pereira has more than 21 years' experience in the construction industry developing, scheduling, auditing and managing a wide variety of construction projects. His background includes managing different capital projects and supporting arbitration process in North and South America and in the Middle East.

Juliano was responsible for the execution and management of large capital construction project dispute assignment. His experience includes assistance and oversight of large capital construction projects and programs, planning and coordination of construction project activities to meet deadlines, and financial records analysis and audit for different projects. His experience also encompasses construction management, cost, time schedule, quality and change orders' control for steel making, automotive, heavy machinery, and food industries.

Selected Project Experience

- = Arbitration, Mediation and DBR Supporting works - executed meetings with supervisory personnel, contractors, or design professionals to discuss and understand work procedures, complaints, or construction problems related to the dispute.
- = Performed many construction projects dispute related analysis, including delay, impact, differing site conditions, cost, and damage as well as lost productivity analysis. Implemented corrective action plans for the recovery of large capital construction projects as well as labor productivity studies. Preparation of quantum damages, financial records' audit reports for a variety of projects, such as:
 - Transportation Authority vs General Contractor and its Subcontractors in Northern CA arbitration.
 - Colombian Oil Refinery – technical expert support to the Colombian local government vs General contractor in an international arbitration
 - Wind Farm Arbitration – submitted expert report for an arbitration in CA.
 - Support the US Navy in many arbitrations for construction and remodelling projects.
 - Spanish Subcontractor vs Norwegian Contractor – PV Plant in Brazil – expert reports submitted for the international arbitration.
 - Canadian Contractor vs City of Toronto – Subway Station Project – pre arbitration works on going.
 - Canadian Shipbuilding Company vs Danish Design Company – report delivered for the arbitration process.
 - International Airport – Oman – Arbitration ends with 80% of the damages recovered by our client.
 - Project Mud – Sao Paulo, Brazil – the client settled the claims before mediation.
 - Electrical Contractor – Seattle – the client settled the claims with the City of Seattle before the DRB.

Associate Director

jpereira@delta-cgi.com

EDUCATION

London School of Business and Finance, Postgraduate Certificate in Finance and Management, 2013

University of Vale do Paraiba, B.S. in Civil Engineering, 2001

LANGUAGES

English, Portuguese, Spanish, French



Curriculum Vitae, Juliano Lemos Pereira

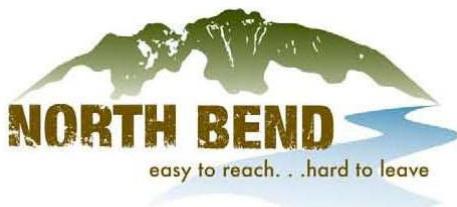
- Medical and Research Centre – Qatar – our client recovered 65% of the claimed damages (around \$350 Mi).
- Engaged by the owner to provide project oversight and claims management services for the construction of the Greenfield steel mill complex in the state of Ceará, Brazil. Provide on the ground staff for the client's claims management department analysing claims against the owner, preparing claims for the owner, and helped to mitigate future claims.
 - = Directed the construction of the new BMW factory in Brazil (city of Joinville- SC), including 5 buildings (Paint Shop, Body Store, Laboratory, ADM, and Canteen buildings) within a total area of 60.000 m2.
 - = Implemented Lean Construction Methodology to control project, costs, time schedule and quality. Draft letters and report's responses to construction claims. Provided weekly/month costs and claims reports to assure schedule and cost controls.
 - = Supported the demolition of the old building and the Construction of InfoGlobo (Globo) new office building in the center of Rio de Janeiro, along with Hochtief Contractors. Responsible for planning, project feasibility study and implementation of projects and budget controls.
 - = Headed up construction works from feasibility study to the end of earthworks for an international heavy machinery company. Chaired the budget, the purchase plan and schedule control for the land acquisition and first phase of construction of new plant, with a final area of approximately 180.000 m2. The project was put on hold after the earthworks due to Brazilian economic crisis.
 - = Coordinated the construction and renovation of storefronts in Brazil along with environmental, state and fire departments.
 - = Responsible for coordination of construction and infrastructure maintenance for an entire plant. Implementation of ISO 9000 and ISO 14000. Conducted management and budget control in the areas of maintenance, utilities, facilities, and manufacturing.
 - = Responsible for the MEP and Wastewater Treatment Plant of the new chocolate plant including design, construction, installation, and field management. Prepared consolidated reports and budget controls for project directors. The project was concluded on time and with great project innovations and savings of \$1 million.

Education

London School of Business and Finance, Postgraduate Certificate in Finance and Management, 2013
University of Vale do Paraíba, B.S. in Civil Engineering, 2001

Languages

English, Portuguese, Spanish, French



City Council Agenda Bill

SUBJECT:	Agenda Date: May 3, 2022	AB22-058
Appointments to the Salary Commission	Department/Committee/Individual	
	Mayor Rob McFarland	X
	City Administrator – David Miller	
	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos	
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		
Attachments: Applications		

SUMMARY STATEMENT:

As authorized by RCW 35.21.015, the City of North Bend established a Salary Commission in 2017 with the adoption of Ordinance 1616 to review and establish the salaries for the elected officials of the City and perform the duties established by RCW 35.21.015 as now existing or hereafter amended. The Salary Commission shall not be a standing commission. The Commission shall be filled and members appointed in accordance with NBMC 2.36.050 once every three years commencing in 2017. The Commission may be formed at any time in the interim years by Council resolution. The Commission shall consist of three members, to be appointed by the Mayor with the approval of the City Council, in conformance with RCW 35.21.015 as codified and amended hereafter. Members must be a resident of the City and a registered voter of King County. The Commission duties are guided by the provisions of NBMC 2.36.060.

Mayor McFarland is recommending the appointment of the following members:

Position #1	Mary Barrett
Position #2	Errol Tremolada
Position #3	Coreen Wilson

APPLICABLE BRAND GUIDELINES: Commitment to invest in the City and foster community engagement and pride.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve AB22-058, confirming the appointment of Mary Barrett to Position #1, Errol Tremolada to Position #2, and Coreen Wilson to Position #3 on the Salary Commission, with all terms expiring on May 3, 2023.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
May 3, 2022		



City of North Bend Commission Application

Name: Mary E Barrett

Address: 1255 11th Court SW/ PO Box 605 North Bend, WA 98045

Home Phone: _____ Cell Phone: _____

Business Phone: _____ Email: _____

How long at residence: 12+ Best time to contact: Any

Commission desired: 1st Choice **Salary Commission** 2nd Choice _____

Reason you are interested in serving: _____

Believe that comparative pay should be an ongoing conversation/focus for private as we

Previous community activities: Volunteer Board @ Mt Si Senior Center. Fundraising Chair

Applicable education, occupational, and specialized experience: _____

30+ years working in corporate America as well as non-profits, both as an individual con

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?

No. _____

2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community? Yes

Are there days or evenings you would be unavailable to meet?

I travel as part of my job requirements but could always tele-conference in if necessary.

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:

City of North Bend, Attn: City Clerk, 211 Main Avenue N., P.O. Box 896, North Bend, WA 98045

For more information call 425-888-7627 or email: soppdal@northbendwa.gov



City of North Bend Commission Application

RECEIVED
MAR 11 2022
City of North Bend

Name: Errol Tremolada

Address: 2871 SE 18th Street, North Bend WA 98045

Home Phone: _____ Cell Phone: same

Business Phone: _____ Email: _____

How long at residence: 07/2021 Best time to contact: email, anytime

Commission desired: 1st Choice **Planning** 2nd Choice _____

Reason you are interested in serving: My family moved to North Bend in 2021

and we plan on raising our three children here, we have deep interest in the development of the city.

Previous community activities: work with the National Parks Conservation Association,

NatureBridge (educational, environmental non-profit), high school baseball coach for 10 years

Applicable education, occupational, and specialized experience: 17 years in commercial real estate

sales, leasing and development. Current role is Strategic Real Estate

Development at Amazon

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?

No

2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community? **yes**

Are there days or evenings you would be unavailable to meet?

will have youth sporting events on weekends

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:

City of North Bend, Attn: City Clerk, 920 SE Cedar Falls Way, North Bend, WA 98045 For more information call 425-888-7627 or email: soppdal@northbendwa.gov



City of North Bend Commission Application

RECEIVED
MAR 21 2022
City of North Bend

Name: Coreen Wilson

Address: 733 SE 11th St, North Bend

Home Phone: _____ Cell Phone: _____

Business Phone: 425-454-7437 Email: _____

How long at residence: 4.5 years Best time to contact: Any

Commission desired: 1st Choice Planning 2nd Choice EDC

Reason you are interested in serving: I love our community. I currently serve on the EDC.

I want to serve in the place I can make the most impact and be most useful.

Previous community activities: EDC chair

Applicable education, occupational, and specialized experience: I am a practicing attorney with 22 years of experience.

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?

No.

2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community? Yes.

Are there days or evenings you would be unavailable to meet?

Occassionally.

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:

City of North Bend, Attn: City Clerk, 920 SE Cedar Falls Way, North Bend, WA 98045 For more information call 425-888-7627 or email: soppedal@northbendwa.gov

COREEN R. WILSON

RELEVANT EMPLOYMENT HISTORY

Wieck Wilson, PLLC

Bellevue, WA

2016 to present

Partner

Practice focuses on work as retained counsel for Allstate Insurance Company, Encompass, and Esurance, as outside litigation counsel for a Fortune 1000 company, as well as litigation on behalf of private individuals. Manage a case load of complex tort, real estate, and premises liability cases, including all aspects of litigation from inception to trial and appeal. Defend cases at risk of excess exposure as well as cases under reservation of rights. Work closely with the claims department to provide guidance and advice on litigation and settlement strategy. Tried twelve cases to date, obtaining a directed verdict in one, a verdict of \$40,000 in a case in which the plaintiff demanded \$2 million, a verdict of \$32,500 in a case in which the plaintiff demanded \$1 million, a verdict of \$3,000 in which the plaintiff demanded \$1 million, and negotiating a favorable settlement of a real estate fraud case in which the clients faced personal exposure in excess of \$1 million. **Tried the first binding jury trial over Zoom.** Successfully arbitrated and mediated hundreds of cases. In addition to case load, maintains primary responsibility for all aspects of business management, including accounts receivable, collections, lease negotiation, and human resources.

Wieck Schwanz, PLLC

Bellevue, WA

2010 to 2015

Trial Attorney

Assisted in the startup and transition of the firm from O'Brien Barton Wieck & Joe PLLC to Wieck Schwanz, PLLC. Practice focused on work as retained counsel for Allstate Insurance Company, Encompass, and Esurance. Managed a case load of complex tort and premises liability cases, including all aspects of litigation from inception to trial. Defended cases at risk of excess exposure as well as cases under reservation of rights. Worked closely with the claims department to provide guidance and advice on litigation and settlement strategy. Tried ten cases to a jury, seven of which resulted in verdicts lower than the last settlement offer. Other noteworthy achievements include successfully defending a celebrity client on appeal at the Washington State Court of Appeals.

O'Brien Barton Wieck & Joe PLLC

Issaquah, WA

2008 to 2010

Trial Attorney

Retained counsel for Allstate Insurance Company. Practice included all aspects of litigation of complex tort and premises liability cases, from inception to trial. Defended cases at risk of excess exposure as well as cases under reservation of rights. Worked closely with the claims department to provide guidance and advice on litigation and settlement strategy. Tried two cases to a jury, one of which resulted in an award of zero dollars in general damages. Other noteworthy achievements include the successful settlement of a multi-million dollar child abuse claim.

Allstate Insurance Company **Seattle, WA**

2005 to 2008

Trial Attorney

In-house counsel position. Insurance defense litigation practice, including all aspects of litigation and trial advocacy. Practice included personal injury and premises liability litigation, as well as Special Investigation Unit (fraud) claims. Tried 13 cases to a jury. All 13 cases resulted in verdicts below the plaintiff's last offer. Eleven resulted in verdicts less than Allstate's "Evaluated Amount." Seven were defense verdicts. Received the Distinguished Performance Award in 2007 for earning the most trial points.

Tousley Brain Stephens PLLC **Seattle, WA**

2003 to 2005

Attorney

Commercial law practice, including all aspects of litigation and trial advocacy, as well as some transactional work. Emphasis on contracts, construction, real estate, and insurance coverage. Independently managed the litigation of a number of cases, and worked cooperatively with other attorneys to litigate complex, multi-million dollar claims. Noteworthy achievements include pivotal involvement in the successful settlement of four condominium construction defect cases, winning partial summary judgment dismissal of several claims, and prevailing on appeal in a real estate case.

Lee Smart Cook Martin & Patterson, P.S., Inc. **Seattle, WA**

December 2001 to 2003

Attorney

Insurance defense practice, including all aspects of litigation and trial advocacy. Practice included construction defect, construction site injury, personal injury, products liability, insurance coverage, Uniform Commercial Code, real estate, and legal malpractice. Noteworthy achievements include leveraging a settlement of less than six figures on a products liability case in which the 40-year old plaintiff sustained a partial amputation of her leg, as well as the summary judgment dismissal of a construction company sued for construction defects estimated at approximately \$10 million.

SAFECO Insurance Company **Tacoma, WA**

June 2001 – December 2001

Contract Attorney

Insurance defense practice, with an emphasis in commercial and personal injury litigation. Represented clients at hearings and depositions. Researched and wrote motions and trial briefs. Performed research and writing related to insurance coverage issues.

Brewer Layman, Attorneys at Law, P.S. **Everett, WA**

1998 to June 2001

Attorney/ Rule 9 Intern

Family law, criminal law, and personal injury practice. Drafted complaints, answers, motions, memoranda, declarations, trial briefs, pre-hearing statements of proof, mediation

notebooks, correspondence, demand letters, and discovery requests. Drafted all pleadings for cases on appeal. Engaged in case evaluation and strategy; prepared cases for trial, mediation, arbitration, and appeal. Represented clients at hearings in district and superior court.

Federal Way Prosecuting Attorney

1999 to 2000

Rule 9 Intern

Represented the City of Federal Way at arraignments, pre-trial hearings, motion hearings, jury call, sentencing and review hearings, bench trials, jury trials and RALJ appeals. Wrote appellate briefs for both RALJ appeals and discretionary appeals to the Division I Court of Appeals and Washington State Supreme Court. Prepared calendars and prepared cases for trial; prepared witnesses, exhibits, and jury instructions for trial; negotiated plea agreements with defense attorneys and pro se defendants.

AWARDS AND HONORS

Recognized as a “Rising Star” by Washington Law & Politics magazine in 2005 and 2012

Named one of the Top Attorneys in Washington State in Seattle Met Magazine, July 2012

Named one of the Top Women Attorneys in Washington State in Seattle Met Magazine, December 2012

Member of American Mensa since 2003

Distinguished Performance Award from Allstate Insurance Company in 2007

Member of American Board of Trial Advocates

EDUCATION

Seattle University School of Law

Juris Doctor magna cum laude in May 2000

Top 10% of class

Trustee merit scholarship extended through all three years of school

Finalist in the Cheney Writing Scholarship Competition

CALI Award for Legal Excellence in Criminal Law

Order of the Barristers (exclusive national organization which selects members on the basis of excellence in oral and written advocacy)

University of Washington

Bachelor of Arts in Political Science and Economics, June 1997

Focus in political economic theory

Angel Flight-Silver Wings member

Women’s Commission member

Columbia Basin College

Associate of Arts with honors; Paralegal Certificate with honors, June 1995

Student government budget committee

Debate Team (Cross Examination Debate Association style)

Student Representative to Columbia Basin College Foundation Board
Phi Theta Kappa (academic honor society)
YMCA Mentor Program

PUBLISHED WORKS

- “Apportionment of Damages for Construction Defects,” Defense Research Institute’s For the Defense, December 2002.
- “Indemnity in Construction Contracts,” Defense Research Institute’s For the Defense, December 2002.
- “Wealthy Parents and Child Support,” Washington State Bar Association Bar News, August 2001; reprinted in Oregon Law Journal, October 2001; reprinted in Washington Law Journal, October 2001.
- Researched and wrote updates to Chapter 56 (Contempt), Chapter 47 (Separate Maintenance), and Chapter 46 (Legal Separation) of Washington Practice Family and Community Property Law for 2000 and 2001 under the supervision of managing partner.
- Case law updates and judicial profiles for Washington Defense Trial Lawyers Association’s Defense News.

CLE PRESENTATIONS

- Remote Civil Jury Trials, Vermont Bar Association, October 2021
- Trial by Fire...Er...Zoom: How not to get Burned, Construction Defect Dispute Conference, October 2021
- Zoom and the Future of Hybrid Court, Zoomtopia, September 2021
- Jury Trial By Zoom, Virtual Crittenden Medical Insurance Conference, April 2021
- Emerging Best Practices: Discovery and Trial Issues During 2020 and Forward, Washington Defense Trial Lawyers Association, March 2021
- Remote and Hybrid-Remote Litigation: Technology and Presentation Tips, Washington Defense Trial Lawyers Association, March 2021
- Virtual Trials, National Association of Subrogation Professionals, March 2021
- Remote Jury Trials, Vermont Bar Association, January 2021
- Secrets of Zoom Depositions, Teams Court and Online Meetings, Allegheny County Bar Association, December 2020
- Masters in Trial, American Board of Trial Advocates, November 2020
- Remote Litigation Panel for Caribbean Law Students Association, November 2020
- Remote Trials Panel Presentation, King County Bar Association Bench Bar Conference, November 2020
- Best Practices for Hybrid Trials, Online Courtroom Project and National Institute of Trial Advocacy, November 2020
- Lessons from a Zoom Jury Trial, National Institute of Trial Advocacy, September 2020
- Deposition Skills, National Institute of Trial Advocacy, July 2019
- “How to address Biomechanics in Low Speed Motor Vehicle Accident Cases After *Stedman*,” Annual Tort Law Update, December 6, 2013
- Deposition Skills, National Institute of Trial Advocacy, 2008
- “Defending the Minor Impact Case,” Annual Tort Law Update, December 12, 2008
- “Class Action Certification,” Class Action Fairness Act of 2005, April 20, 2005
- “Statutory and Judicially Recognized Privileges,” Handling Expert Witnesses and

Evidentiary Privileges, March 24, 2004

- “Construction Claims,” Premises Liability in Washington, April 3, 2003
- “Class Action Lawsuits,” Annual Update on Construction Defect Litigation, September 27, 2002

MOOT COURT

- Represented Seattle University School of Law at the ABA Regional Mock Trial Competition
- Second Place, 1999 Mock Trial Competition
- Best Oralist, 1998 Environmental Law Appellate Competition
- Finalist, 1998 Mock Trial Competition
- Instructor for the Street Law program at Foss High School (1998-1999 school year)

VOLUNTEER & PRO BONO WORK

- Appointed to the Washington State Bar Association Court Rules & Procedures Committee, 2021 to present
- Chair of Subcommittie X of the Washington State Bar Association Court Rules & Procedures Committee, 2021 to present
- Advisory Board Member, Online Courtroom Project, 2020 to present
- Member of King County Bar Association Judicial Officer Survey Committee, 2019 to present
- Faculty for National Institute of Trial Advocacy Deposition Skills Course, 2008 and 2019
- Appointed by the Mayor of North Bend to the Economic Development Commission, March 2019 to present
- Chair of City of North Bend Economic Development Commission, 2021 to present
- Snoqualmie Valley Shelter Services volunteer, 2016 to present
- Chair of four CLEs presented by the Washington State Bar Association
- Chair of CLE presented by the Washington Defense Trial Lawyers Association
- Attorney coach for Bellevue High School YMCA Mock Trial Team (2018-2019)
- Attorney coach for Tiger Mountain Community High School YMCA Mock Trial Team (2001-2005)
- Audience rater for YMCA Mock Trial Competition
- Presiding judge for Seattle University School of Law mock trials



City Council Agenda Bill

SUBJECT:	Agenda Date: May 3, 2022	AB22-059
An Ordinance Amending NBMC 17.08.150 Concerning Preliminary Plat, Preliminary Short Plat, and Preliminary Binding Site Plan Application Submittals and Future Sewer Availability	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	
	Administrative Services – Dawn Masko	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos	
	CED Senior Planner – Mike McCarty	X

Attachments: Ordinance, Planning Commission Staff Report including public comments received

SUMMARY STATEMENT:

Amendments are proposed to the completeness requirements for preliminary plats, preliminary short plats, and preliminary binding site plans in NBMC 17.08.150. The amendments would enable the acceptance, review, and processing of preliminary applications ahead of sewer availability, subject to a waiver and release agreement.

Preliminary plats, preliminary short plats, and preliminary binding site plans are a paper-approval only, for the purpose of reviewing and demonstrating that a land division proposal is consistent with the North Bend Municipal Code and Comprehensive Plan. They do not authorize any construction to occur. The amendments would not enable the approval of final plats, final short plats or final binding site plans, or the approval of any construction activity, buildings or other land uses that would require sewer connection until such actual sewer capacity became available.

The City is currently constructing improvements to the wastewater treatment plant to expand its capacity, and such improvements are anticipated to be completed in the fall of 2023. Preliminary review of plats and binding site plans can take many months to process, and the proposed amendments would allow such preliminary review to occur at the same time as the wastewater treatment plant upgrades are occurring, enabling applications to be processed, while ensuring that no development that would require such sewer connection be approved until the capacity needed to serve the development is available.

The benefit and purpose of the amendments is to enable timely processing of proposals, even out staff review obligations and work flow, and prevent a review backlog that may otherwise occur at the time that wastewater treatment plant capacity becomes available.

The Planning Commission held a public hearing and recommended approval at their March 24, 2022 meeting. Written comment received for the hearing is provided in the Planning Commission staff report attached with this agenda bill.

Staff recommend approval of the amendments.

APPLICABLE BRAND GUIDELINES: Promoting consistent delivery of quality basic services, commitment to invest in the City, and City economic viability and balanced budget, by enabling submittal and review of preliminary applications, which will help to even out staff review obligations.

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed the draft amendments at their February 22, 2022 meeting, and recommended taking them through the public process before the Planning Commission.

City Council Agenda Bill

Following the Planning Commission recommendation, the CED Committee reviewed the amendments at their April 19, 2022 meeting and recommended approval.

RECOMMENDED ACTION: MOTION to approve AB22-059, an ordinance amending NBMC Section 17.08.150 enabling preliminary plat, preliminary short plat, and preliminary binding site plan application review with certificate of future sewer availability, as a first and final reading.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 3, 2022		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AMENDING NORTH BEND MUNICIPAL CODE SECTION 17.08.150 ENABLING PRELIMINARY PLAT, PRELIMINARY SHORT PLAT, AND PRELIMINARY BINDING SITE PLAN APPLICATION REVIEW WITH CERTIFICATE OF FUTURE SEWER AVAILABILITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of North Bend (“City”) provides application requirements for preliminary plats, preliminary short plats, and preliminary binding site plans in North Bend Municipal Code Section 17.08.150; and

WHEREAS, such application requirements require proof of sewer availability, which is not currently available for most development, given a current lack of capacity at the City’s wastewater treatment plant; and

WHEREAS, the City is currently constructing improvements to its wastewater treatment plant to expand its capacity, and such improvements are anticipated to be completed in the fall of 2023; and

WHEREAS, the City wishes to enable the acceptance and review of preliminary plats, preliminary short plats, and preliminary binding site plans subject to a waiver and release agreement and issuance of a conditional certificate of concurrency regarding future sewer availability, which would not allow final plats, final short plats, final binding site plans, clearing and grading permits, building permits or other construction permits until sewer capacity is available to serve the development, and has prepared draft amendments to NBMC 17.08.150 accordingly (“the proposed Amendments”); and

WHEREAS, the City submitted the proposed Amendments to the Washington State Department of Commerce for review as required per RCW 36.70A.106 on February 3, 2022; and

WHEREAS, the City issued a State Environmental Policy Act (“SEPA”) Determination of Non-Significance (“DNS”) and Notice of Public Hearing for the proposed Amendments on March 11, 2022; and

WHEREAS, the Planning Commission held a public hearing and reviewed the proposed Amendments at its March 24, 2022 meeting, receiving and considering written comments for such hearing; and

WHEREAS, pursuant to the procedures established in NBMC Chapter 20.08, notice of the public hearing and SEPA DNS was provided by publication of a legal notice in the

Snoqualmie Valley Record, posting at the City's official posting locations, and posting of the hearing, SEPA DNS, and proposed Amendment language on the City's website; and

WHEREAS, the Planning Commission, on March 24, 2022, recommended approval of the proposed Amendments, as described in the Planning Commission's Findings, Conclusions and Recommendations staff report, which includes the written comments received; and

WHEREAS, the City Council finds that the City followed the procedural requirements of NBMC Chapter 20.08 to notify and advertise amendments of the Code to the public and interested agencies, and pursuant to this, the Planning Commission and subsequently the City Council considered all written and verbal comments received during their respective processes;

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

Section 1. NBMC Section 17.08.150 (Application requirements for preliminary plats, preliminary short plats, and preliminary binding site plans), Amended: North Bend Municipal Code Section 17.08.150 (Application requirements for preliminary plats, preliminary short plats, and preliminary binding site plans) is hereby amended to read as provided on the attached Exhibit A incorporated by this reference as if fully set forth herein.

Section 2. 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 3. Effective Date: This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF MAY, 2022.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Michael R. Kenyon, City Attorney

Published:
Effective:

ATTEST/AUTHENTICATED:

Ordinance

Susie Oppedal, City Clerk

2

17.08.150 Application requirements for preliminary plats, preliminary short plats and preliminary binding site plans.

The following application requirements shall be required in addition to those application requirements described in NBMC 20.02.002:

A. A title report issued within 30 days of application, showing all persons having an ownership interest, a legal description describing exterior boundary of application site and listing all encumbrances affecting the site.

B. A map prepared by a land surveyor showing the following:

1. Location of all physical and legal description encroachments affecting the boundary between the application site and the adjoining parcels. Encroachments may be from the application site onto the adjoining parcels or from the adjoining parcels onto the application site;
2. Contours based upon topographic field survey. Contour intervals shall be at two-foot intervals when slopes are 15 percent or less and five-foot intervals for slopes exceeding 15 percent. The preliminary map shall contain notes indicating that contours are based upon field survey. A field topographic base map shall accompany the application. If approved by the department, field survey may be waived for large areas of open space or extensive sensitive area tracts. Two temporary benchmarks must be shown within the application site along with the appropriate elevation and datum;
3. A legal description of application site as shown in the title report;
4. The proposed layout of lots, tracts, rights-of-way and easements, along with existing utilities and areas of proposed dedications;
5. The purpose of any tracts and dedications proposed within the application site;
6. All easements, listed in the title report, capable of being plotted on the map;
7. Field-verified survey of location of all known sensitive areas including, but not limited to, streams, wetlands and steep slopes that may affect the proposal. Show the approximate 100-year floodplain, floodway or river channel migration zone, where applicable;
8. Name of proposal;
9. North arrow, scale and date of map and revisions when applicable;
10. Location of adjoining parcels and buildings within 100 feet of the site shall be shown and delineated by dashed lines. The zoning of the parcels shall also be identified;
11. Name and location of all existing adjoining rights-of-way along with the name and location of any adjoining or internal right-of-way proposed to be vacated with the proposal;
12. A vicinity map;

~~13. Proof of sewer and water availability, including any required water rights, shall be submitted to the department or, for any development subject to the moratorium in Ordinance No. 1337, a waiver and release agreement in the form approved by the city attorney, holding the city harmless from any claims for damages due to the lack of sufficient water-supply capacity, delay in providing water under the city's water right permit No. G1-26617(A) or otherwise, or delay in approving the subdivision application; and~~

~~14. An engineered preliminary drainage plan.~~

C. An engineered preliminary drainage plan and preliminary stormwater technical information report.

D. Proof of sewer and water availability, including any water rights, in the form of a certificate of water availability and certificate of sewer availability.

1. If, at the time of application, sewer capacity to serve the development is not available but is anticipated to be made available within two years subject to planned completion of funded and permitted improvements to such facilities, the City may issue a conditional certificate of future sewer availability for the purpose of subsection D, allowing for review approval of the preliminary plat, preliminary short plat, or preliminary binding site plan, subject to City approval of a release and hold harmless agreement from the applicant in a form approved by the city attorney. Such release and hold harmless agreement shall hold the City harmless for any claims for damages due to the lack of sufficient sewer capacity, delay in providing sewer, or delay in approving the final plat, final short plat, or final binding site plan. In such case, the City shall provide conditions upon the preliminary approval not allowing final plat or final binding site plan approval, clearing and grading permits, building permits, or other construction permits until such sewer capacity is available to serve the development.

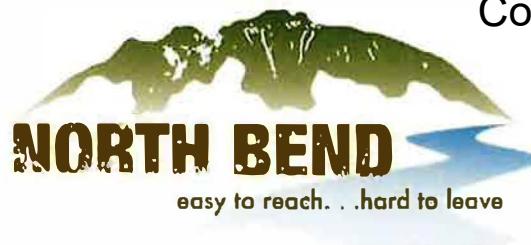
E. A proposed binding site plan shall be deemed to have satisfied the requirements of subsection B of this section when the binding site plan is based on a recorded final planned unit development, building permit, as-built site plan for developed sites, or a site development permit for the entire site and proof of sewer and water availability (pursuant to subsection (B)(13)D of this section) and traffic concurrency has been provided.

F. A landscape plan prepared per Chapter 18.18 NBMC, Landscaping Regulations.

G. A significant tree survey and retention plan prepared per Chapter 19.10 NBMC, Clearing, Grading, Filling and Drainage.

H. A SEPA Checklist, if required, per NBMC 14.04.

I. A trip generation and distribution analysis, if required, per the Public Work Standards.



Staff Report and Planning Commission Recommendation

Amendments to North Bend Municipal Code 17.08 enabling preliminary plat, preliminary short plat, and preliminary binding site plan review with certificate of future sewer availability.

Date: March 25, 2022

Proponent: City of North Bend

I. Staff Recommendation: (Following consideration of public comment, and Planning Commission Deliberation)

A motion to recommend City Council approval of the amendments to NBMC 17.08.150 enabling preliminary plat, preliminary short plat, and preliminary binding site plan review with certificate of future sewer availability.

II. Summary of Proposed Municipal Code Amendments:

Amendments are proposed to the completeness requirements for preliminary plats, preliminary short plats, and preliminary binding site plans in NBMC 17.08.150. The amendments would enable the acceptance, review, and processing of preliminary applications ahead of sewer availability, subject to a waiver and release agreement.

Preliminary plats, preliminary short plats, and preliminary binding site plans are a paper-approval only, for the purpose of reviewing and demonstrating that a land division proposal is consistent with the North Bend Municipal Code and Comprehensive Plan. They do not authorize any construction to occur. The amendments would not enable the approval of final plats, final short plats or final binding site plans, or the approval of any construction activity, buildings or other land uses that would require sewer connection until such actual sewer capacity became available.

The City is currently constructing improvements to the wastewater treatment plant to expand its capacity, and such improvements are anticipated to be completed in the fall of 2023. Preliminary review of plats and binding site plans can take many months to process, and the proposed amendments would allow such preliminary review to occur at the same time as the wastewater treatment plant upgrades are occurring, enabling applications to be processed, while ensuring that no development that would require such sewer connection be approved until the capacity needed to serve the development is available.

The benefit and purpose of the amendments is to enable timely processing of proposals, even out staff review obligations and work flow, and prevent a review backlog that may otherwise occur at the time that wastewater treatment plant capacity becomes available.

The Transportation and Public Works Committee reviewed the initial proposal for the amendments at their February 22, 2022 meeting, and recommended that it be brought before the Planning Commission for consideration.

III. 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 the proposed amendments. The amendments only allow for review of preliminary plat/short plat/binding site plan applications against the North Bend Municipal Code and other applicable regulations and do not allow any development to occur.
- 2) **Economic Impacts.** The amendments would have a positive economic for applicants, by enabling the timely processing of preliminary plats, preliminary short plats, and preliminary binding site plans, which would otherwise need to wait to be accepted until after full sewer capacity became available. The amendments would similarly have a positive impact on the City as a municipal organization, enabling staff review of development proposals to be evened-out, avoiding a slump in reviews during the period before the wastewater treatment plant improvements are completed, and a corresponding surge of applications that may otherwise occur upon completion of such improvements. Evening-out development review obligations help to avoid the need for laying off staff and/or hiring additional review consultants to address a review backlog.
- 3) **Cultural Impacts.** No cultural impacts are anticipated from the amendments as the amendments do not authorize any construction.
- 4) **Impacts to Surrounding Properties.** No impacts to surrounding properties are anticipated from the amendments, as the amendments do not authorize any construction. Future projects that may be reviewed subject to the proposed amendments would provide public notification consistent with the City's notification requirements, including notification to property owners within 300 feet of the boundary of the subject site.

IV. Compatibility of Proposed Amendment with North Bend Comprehensive Plan

In accordance with NBMC 20.08.070 and .080, applications for municipal code amendments must be evaluated for compliance with the Comprehensive Plan. The Capital Facilities Element, chapter 6 of the Comprehensive Plan, includes a goal and policies addressing the provision of capital facilities including sewer service. An analysis of relevant policies is provided below.

CF Goal 1 states, "Provide adequate capital facilities and services necessary to serve the community's existing and future development while maintaining adopted level of service standards." The City is currently constructing improvements to its wastewater treatment plant necessary to expand its capacity to serve the planned 20-year growth projection of the City. Those improvements are anticipated to be completed by the fall of 2023. The draft amendments are intended to allow for processing of preliminary applications only, to allow timely processing of applications, but not to allow actual development to occur.

CF Policy 1.1 states, "Ensure new development meets the required level of service through a concurrency test consistent with the City's concurrency regulations." The draft amendments propose to allow the issuance of a conditional certificate of concurrency subject to a release and hold harmless agreement, and the issuance of conditions on such conditional currency not allowing final plat/final short plat/final binding site plan approval, and not allowing approval of construction permits for such development until sewer capacity is available to serve the development. See additional information on concurrency under section V below.

V. 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. NBMC 20.12, Concurrency, requires a certificate of concurrency to be issued for development as well as for a preliminary plat, short plat or binding site plan. A certificate of concurrency is certification from the City that municipal services, including water, sewer, stormwater, and streets, are available to serve the development and that the development will not drop levels of service for such facilities below adopted thresholds. Under the amendments, the City may issue a conditional certificate of concurrency for preliminary plats, preliminary short plats, and preliminary binding site plans, which must include conditions not allowing final approval or the issuance of construction permits for such projects until sewer capacity is available to serve the development. As such, the proposed amendments will be consistent with the City's concurrency regulations and ensure that levels of service for public facilities remain met while allowing for the review of preliminary applications.

VI. 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 specifically address this issue. See Comprehensive Plan analysis above.
2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?
The amendments will enable the timely processing of preliminary plat, preliminary short plat, and preliminary binding site plan applications while the wastewater treatment plant improvements are being constructed, to even out staff review obligations and prevent a potential backlog of work when those improvements have been completed.
3. Is the proposed change the best means for meeting the identified public need?
Yes.
4. Will the proposed change result in a net benefit to the community?
The proposed regulations will result in a net benefit to the community by providing timely review of applications for property owners, more evenly distributed work load for staff, and predictable staffing budget planning by the City, without authorizing actual development or construction of uses that would require sewer service.

VII. Summary Findings:

1. Pursuant to RCW 36.70A.106, the draft amendments were forwarded to Commerce - Growth Management Services on February 3, 2022.
2. A State Environmental Policy Act Determination of Non-significance was issued on the draft amendments on March 11, 2022. The Environmental Checklist and SEPA Determination are on file and available upon request.

3. The Planning Commission reviewed the draft amendments at their March 24, 2022 meeting, and held a public hearing at their March 24, 2022 Planning Commission. Written comments received for the hearing are included in the attached Exhibit B.
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.
5. At the March 24, 2022 Planning Commission meeting, staff suggested additional language to the last sentence of the amendments under NBMC 17.08.150(D)(1) to better clarify that development is not authorized to occur following preliminary approvals. Such revision reads as follows (revisions shown in track changes): "In such cases, the City shall provide conditions upon the preliminary approval not allowing final plat or final binding site plan approval, clearing and grading permits, building permits, or other construction permits until such sewer capacity is available to serve the development." These amendments have been incorporated into the draft amendments provided in the attached Exhibit A.

Staff Recommendation:

Based on the findings above, Staff recommends approval of the draft amendments, as provided in the attached Exhibit A.



Mike McCarty, Senior Planner



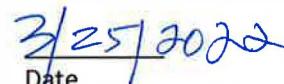
Date

Planning Commission Recommendation

Based on the findings above, the Planning Commission recommends approval of the draft amendments, as revised at the March 24, 2022 Planning Commission meeting, and as provided in the attached Exhibit A.



Planning Commission Chair



Date

Exhibits

Exhibit A – Draft amendments to NBMC 17.08.150

Exhibit B – Written Comments received for the Public Hearing

17.08.150 Application requirements for preliminary plats, preliminary short plats and preliminary binding site plans.

The following application requirements shall be required in addition to those application requirements described in NBMC 20.02.002:

A. A title report issued within 30 days of application, showing all persons having an ownership interest, a legal description describing exterior boundary of application site and listing all encumbrances affecting the site.

B. A map prepared by a land surveyor showing the following:

1. Location of all physical and legal description encroachments affecting the boundary between the application site and the adjoining parcels. Encroachments may be from the application site onto the adjoining parcels or from the adjoining parcels onto the application site;
2. Contours based upon topographic field survey. Contour intervals shall be at two-foot intervals when slopes are 15 percent or less and five-foot intervals for slopes exceeding 15 percent. The preliminary map shall contain notes indicating that contours are based upon field survey. A field topographic base map shall accompany the application. If approved by the department, field survey may be waived for large areas of open space or extensive sensitive area tracts. Two temporary benchmarks must be shown within the application site along with the appropriate elevation and datum;
3. A legal description of application site as shown in the title report;
4. The proposed layout of lots, tracts, rights-of-way and easements, along with existing utilities and areas of proposed dedications;
5. The purpose of any tracts and dedications proposed within the application site;
6. All easements, listed in the title report, capable of being plotted on the map;
7. Field-verified survey of location of all known sensitive areas including, but not limited to, streams, wetlands and steep slopes that may affect the proposal. Show the approximate 100-year floodplain, floodway or river channel migration zone, where applicable;
8. Name of proposal;
9. North arrow, scale and date of map and revisions when applicable;
10. Location of adjoining parcels and buildings within 100 feet of the site shall be shown and delineated by dashed lines. The zoning of the parcels shall also be identified;
11. Name and location of all existing adjoining rights-of-way along with the name and location of any adjoining or internal right-of-way proposed to be vacated with the proposal;
12. A vicinity map;

~~13. Proof of sewer and water availability, including any required water rights, shall be submitted to the department or, for any development subject to the moratorium in Ordinance No. 1337, a waiver and release agreement in the form approved by the city attorney, holding the city harmless from any claims for damages due to the lack of sufficient water supply capacity, delay in providing water under the city's water right permit No. G1-26617(A) or otherwise, or delay in approving the subdivision application; and~~

~~14. An engineered preliminary drainage plan.~~

C. An engineered preliminary drainage plan and preliminary stormwater technical information report.

D. Proof of sewer and water availability, including any water rights, in the form of a certificate of water availability and certificate of sewer availability.

1. If, at the time of application, sewer capacity to serve the development is not available but is anticipated to be made available within two years subject to planned completion of funded and permitted improvements to such facilities, the City may issue a conditional certificate of future sewer availability for the purpose of subsection D, allowing for review approval of the preliminary plat, preliminary short plat, or preliminary binding site plan, subject to City approval of a release and hold harmless agreement from the applicant in a form approved by the city attorney. Such release and hold harmless agreement shall hold the City harmless for any claims for damages due to the lack of sufficient sewer capacity, delay in providing sewer, or delay in approving the final plat, final short plat, or final binding site plan. In such case, the City shall provide conditions upon the preliminary approval not allowing final plat or final binding site plan approval, clearing and grading permits, building permits, or other construction permits until such sewer capacity is available to serve the development.

E. A proposed binding site plan shall be deemed to have satisfied the requirements of subsection B of this section when the binding site plan is based on a recorded final planned unit development, building permit, as-built site plan for developed sites, or a site development permit for the entire site and proof of sewer and water availability (pursuant to subsection ~~(B)(13)~~D of this section) and traffic concurrency has been provided.

F. A landscape plan prepared per Chapter 18.18 NBMC, Landscaping Regulations.

G. A significant tree survey and retention plan prepared per Chapter 19.10 NBMC, Clearing, Grading, Filling and Drainage.

H. A SEPA Checklist, if required, per NBMC 14.04.

I. A trip generation and distribution analysis, if required, per the Public Work Standards.

Comment 1 NBMC Council of 15 Parkland Mays, 2022

From: mthomas@bangstick.net
To: [Mike McCarty](#)
Cc: [Olivia Moe](#); [Gary Towe](#); [Suzan Torgerson](#); [Judy Bilanko](#); [James Boevers](#); [Heather Bush](#); [Scott Greenberg](#)
Subject: Public Hearing Comments for Plat Completeness Amendments 3/24/22 Public Hearing and 3/24/22 Commission meeting comments
Date: Thursday, March 24, 2022 2:54:21 PM

Dear Mr. McCarty and Planning Commissioners:

I have comments regarding the proposed amendments and oppose the changes as written. I am concerned that such allows activities such as clearing and grading, utility installation, and fully completed drainage and stormwater management impacting both flooding and river ecology without established and approved sewer capacity not only at the treatment plant but for mains and other facilities such as lift stations that convey sewerage from a development to mains and for ultimate treatment at the city's sewerage treatment plant.

I would suggest adding language to prevent the clearing and grading, land disturbing activity, and any construction activities such as utility or stormwater installation not just building permits and final plat approval until sewer capacity including the facilities required to convey sewerage from a development is in fact available and that its treatment plant is approved by an NPDES permit with the required capacity. I further understand the city's sewerage treatment plant must undergo further permitting by Ecology to approve its operating capacity and recent and intended improvements. I personally have not seen a public notice in the paper of record by Ecology asking for comment on the city's sewerage treatment plant as of 3/24/22.

What would happen should insufficient capacity be approved under the NPDES permit or sufficient capacity to serve a development occur, such as lack of sufficiently large mains to serve a development?

I am concerned that failure to deliver the required capacity can result in conditions where development activity starts such as in the past where clearing and grading and other utility and paving occurred but the development as planned never occurred. An example is the area near Bendigo Blvd S and 412 Ave SE where clearing and grading and paving started but development was not realized. The area was the subject of citizen complaints and to this day remains undeveloped. Photo attached.

Please enter this item into the record of the public hearing and 3-24-22 Planning Commission meeting.

Thanks

Michael Thomas
1231 LaForest Drive SE
North Bend WA



From: [Jean Buckner](#)
To: [Mike McCarty](#); [Olivia Moe](#); [Gary Towe](#); [Suzan Torguson](#); [Judy Bilanko](#); [James Boevers](#); [Heather Bush](#); [Scott Greenberg](#)
Subject: Comments for tonight's Planning Commission Meeting
Date: Thursday, March 24, 2022 4:01:30 PM

Dear North Bend Planning Commission Members and CC members,

First, please know that your work is greatly appreciated and I understand that City Council members are underpaid (to say the least) and that Planning Commission members are serving gratis. Thank you for your service. It is important.

Regarding tonight's meeting related to item #4) "Preliminary plat/BSP application requirements in NBMC 17.08.150 concerning sewer availability" I urge the Planning Commission to defer this topic to your net meeting due to the following concerns and questions:

These changes to the code appear to encourage "betting on the come." Why change procedures to encourage overreach? City staff should always be planning for the future. There is no need to change code for this.

What effectively do these changes make if they can't build? Do the developers need this to encourage financiers to continue adding risk based on no real change? The real certificates still must be issued. Salla had a really bad experience with conditional certificates. Also, CED, in relations to Salla's conditional certificates – that they "weren't worth the paper they were written on" So what has changed related to these certificates?

Can the City and developer negotiate away that clause that leaves developer on the hook? Could that be negotiated out? If so, this increases our legal risk.

Also, last time I looked there were no building permits issued for Mule Pasture CRP and several buildings permits expired March 11th. What is the reason for setting an expiration date and what are developers supposed to do when they have an expired expiration date?

On a related note - What is situation regarding "crack" in sewer wall flowing into River? This was a secondhand report – so might you be able to verify this problem and advise as to how it has been addressed?

Also, Our volunteers along with Orca Conservancy volunteers noted a significant increase in River Temp by the effluent (outflow) from the sewer treatment plant. We are moving forward with more temperature studies along the Snoqualmie – including the area by the sewer plant. We would like the Planning Commission to review our findings.

Also related to the changes to the text of the Ordinance – Why does the revised D1 now skips now over water availability?

Why doesn't the packet include changes to the actual text to that are not reflected in the

summary? And why is it so hard to find the actual changes to the text of the NBMC? In the future, might these changes be added to any Citizen or Planning Commission meeting packet?

On a related note – if we in North Bend care about our environment, SEPA should be determined by an independent environmental professional who will be paid regardless of the outcome.

Best,

Jean Buckner – Friends of the Snoqualmie Valley Trail and River (46225 SE 139th Pl, North Bend WA 98045)

Jean Buckner, EdD - President of Friends of The Snoqualmie Valley Trail and River

Facebook: [The Friends of The Snoqualmie Valley Trail and River](https://www.facebook.com/TheFriendsOfTheSnoqualmieValleyTrailAndRiver)

Website: <http://fosvtr.org/>

GoFundMe: <https://www.gofundme.com/Friends-of-The-Snoqualmie-Valley-Trail-and-River>