



**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](mailto:soppedal@northbendwa.gov). Please provide comments by 5 p.m., Tuesday, June 7, 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: [June 7, 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: 852 9959 3064

Password: 053327

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

## CITY COUNCIL MEETING

### June 7, 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 May 17, 2022 & City Council Workstudy of May 24, 2022		1
2) Payroll	May 20, 2022 – 28494 through 28499, in the amount of \$239,899.19		
3) Checks	June 7, 2022 – 72402 through 72485, in the amount of \$1,611,016.03		
4) AB22-068	Resolution – Awarding Annual Sidewalk Repair Project to RW Scott Construction	Mr. Rigos	9
5) AB22-069	Resolution – Awarding NB Way Sidewalk Project to RW Scott Construction	Mr. Rigos	15
6) AB22-070	Resolution – Awarding Park Street Turn Lanes Project to Reed Trucking & Excavating	Mr. Rigos	21
7) AB22-071	Motion – Authorizing Contract with Parametrix for Ribary Creek Project	Mr. Rigos	27
8) AB22-072	Motion – Authorizing CO #6 with MSI for WWTP HPI Project Phase 1	Mr. Rigos	53
9) AB22-073	Motion – Authorizing On-Call Contract with Quality Controls Corporation	Mr. Rigos	63
10) AB22-074	Ordinance – Adopting NBMC 20.11 Termination of Processing of Land Use Applications	Ms. Deming	69

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



## INTRODUCTIONS:

- |                     |   |            |            |
|---------------------|---|------------|------------|
| <b>11) AB22-075</b> | Motion – Authorizing Interlocal Agreement for Climate Collaboration                           | Ms. Deming | <b>77</b>  |
| <b>12) AB22-076</b> | Motion – Authorizing Contract with Place + Main Advisors for Economic Development Action Plan | Mr. Noll   | <b>87</b>  |
| <b>13) AB22-077</b> | Ordinance – Adopting NBMC 8.44 Needle Exchange Programs – Prohibited                          | Mr. Miller | <b>109</b> |

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

**EXECUTIVE SESSION:** To Discuss Performance of a Public Employee, pursuant to RC 42.30.110(1)(g), Potential Litigation, pursuant to RCW 42.30.110(1)(i) & Property Acquisition, pursuant to RCW 24.30.110 (1)(b)

## ADJOURNMENT:

**DRAFT**

**NORTH BEND CITY COUNCIL MINUTES**

**May 17, 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** – City Council Meeting of May 3, 2022

**Payroll** – May 5, 2022 – 28487 through 28493, in the amount of \$292,017.26

**Checks** – May 17, 2022 – 72350 through 72401, in the amount of \$316,901.66

**AB22-060** – Motion Authorizing 2<sup>nd</sup> Amendment to Parametrix Contract RE NB Way Bridge Scour Project

**AB22-061** – Motion Authorizing MOU to PW Collective Bargaining Agreement RE Standby Duty

**AB22-062** – Motion Authorizing Purchase of GIS Plotter/Scanner Equipment

**AB22-063** – Motion Authorizing Port of Seattle Grant for Economic Development Initiatives

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

**CITIZEN'S COMMENTS:**

**Ryan Darnall**, 939 NW 14<sup>th</sup> Street, expressed concern about vehicles crossing double yellow lane markings when turning left to visit the new ballfields on NW 14<sup>th</sup> Street.

**ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**

**AB22-064** – Appointment to Economic Development Commission

**Audio: 4:58**

Mayor McFarland recommended the appointment of Christina Rustik to Position No. 4, on the Economic Development Commission.

Councilmember Loudenback **MOVED**, seconded by Councilmember Miller to approve AB22-064, confirming the appointment of Christina Rustik to Position No. 4, term expiring December 31, 2024, on the Business & Economic Development Commission. The motion **PASSED** 7-0.

**DRAFT****AB22-065 – Appointment of City Attorney****Audio: 10:03**

Mayor McFarland recommended the appointment of Lisa Marshall as City Attorney.

Councilmember Elwood **MOVED**, seconded by Councilmember Gothelf to approve AB22-065, confirming the Mayoral appointment of Lisa Marshall of Kenyon Disend, PLLC as City Attorney. The motion **PASSED** 7-0.

**COMMISSION AND COMMITTEE REPORTS:**

**Community & Economic Development Committee** – Councilmember Miller, Chair  
A report of the May 17<sup>th</sup> meeting was provided.

**Finance & Administration Committee** – Councilmember Elwood, Chair  
A report of the May 3<sup>rd</sup> meeting was provided.

**Public Health & Safety Committee** – Councilmember Koellen, Chair  
A report of the May 10<sup>th</sup> meeting was provided.

**Transportation & Public Works Committee** – Councilmember Loudonback, Chair  
A report of the April 26<sup>th</sup> meeting was provided.

**Council Workstudy** – Mayor Pro Tem Rosen  
No report. The April 26<sup>th</sup> Workstudy was cancelled.

**Eastside Fire & Rescue Board Meeting** – Councilmember Gothelf  
A report of the May 12<sup>th</sup> meeting was provided.

**Planning Commission**  
A report of the April 28<sup>th</sup> meeting was provided.

**Parks Commission**  
No report.

**Economic Development Commission**  
A report of the April 26<sup>th</sup> meeting was provided.

**Sound Cities Association Board of Health** – Councilmember Koellen  
A report of the April 21<sup>st</sup> meeting was provided.

**Emergency Management Advisory Committee** – Councilmember Gothelf  
A report of the May 11<sup>th</sup> meeting was provided.

**DRAFT****INTRODUCTIONS:**

**AB22-066 – Public Hearing, Regarding Formation of Meadowbrook  
Sewer Utility Local Improvement District**

**Audio: 31:12**

Deputy City Administrator/Public Works Director Rigos provided the staff report. Matt Sloan of SOVA Consulting was present to answer questions regarding the Preliminary Feasibility and Special Benefit Analysis Report for proposed Meadowbrook Sewer ULID.

**Mayor McFarland opened the Public Hearing on Formation of Meadowbrook Utility Local Improvement District at 8:01 p.m.**

The following individuals commented on the agenda item:

**Thea Mundy**, 1148 NW 14<sup>th</sup> Street  
**Ryan Darnall**, 939 NW 14<sup>th</sup> Street  
**Donna Oved**, 1355 Boalch Ave. NW  
**Daryl Hudson**, 1135 NW 14<sup>th</sup> Street  
**Tristan Reni**, 1234 NW 14<sup>th</sup> Street  
**Charlotte Guard**, 1234 NW 14<sup>th</sup> Street  
**Jody Little**, 725 NW 8<sup>th</sup> Street  
**Thomas Evans**, 1225 NW 14<sup>th</sup> Street  
**Wende Miller**, 6814 Denny Peak Drive SE, Snoqualmie  
**Joe Zvara**, 1226 NW 14<sup>th</sup> Street  
**Doug McClelland**, PO Box 562  
**Don Moody**, 324 62<sup>nd</sup> Ave., Tacoma  
**Jeffrey Yee**, 12117 SE 261<sup>st</sup> Ct., Kent  
**Bob & Doreen Whitley**, 1245 NW 14<sup>th</sup> Street  
**Jordan Johnson**, 1439 Bendigo Blvd. N  
**Ali Peace**, 483 NW 8<sup>th</sup> Street  
**Maureen Kays**, 15109 Cedar Falls Road SE  
**Jerry Bird**, 463 NW 8<sup>th</sup> Street  
**Joel Molander**, 6903 Pinehurst Ave. SE, Snoqualmie

**At 9:04 p.m. Mayor McFarland announced that the Public Hearing would be continued until consideration at a future Council meeting of the ordinance forming the Meadowbrook Utility Local Improvement District.**

Councilmember Loudenback **MOVED**, seconded by Councilmember Joselyn to approve AB22-066, directing the Mayor to bring forward for City Council action an ordinance authorizing the formation of the proposed Meadowbrook Sewer ULID, in a form and content approved by the City's bond counsel. The motion **PASSED** 7-0.

**DRAFT**

**AB22-067 – Public Hearing, Resolution Adopting Six Year TIP 2023-2028 Audio: 2:24:10**

Deputy Public Works Director Mohr provided the staff report.

**Mayor McFarland opened the Public Hearing on a Resolution Adopting the Six Year TIP 2023-2028 at 9:31 p.m.**

The following individual commented on the agenda item:

**Richard Anderson**, 9312 Stone Quarry Road, Northwest Railway Museum

**Mayor McFarland announced the Public Hearing would remain open until the June 21, 2022 City Council meeting.**

Councilmember Loudenback **MOVED**, seconded by Councilmember Miller to approve AB22-067, a resolution adopting the 6-Year Transportation Improvement Plan 2023 – 2028, as a first reading, and continuing the public hearing until the June 21, 2022 City Council Meeting. The motion **PASSED** 7-0.

Mayor McFarland announced the Executive Session that was scheduled at the end of tonight's meeting was cancelled.

**MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:**

Councilmember Rosen thanked staff for their efforts related to the proposed Meadowbrook ULID and requested staff address any City related questions residents in that area had. Additionally, he noted the passing of former Mayor Fritz Ribary and extended his condolences to the family.

Councilmember Joselyn commented on the nice weather today and that hopefully it would last through the weekend.

Councilmember Elwood echoed Councilmember Rosen's comments regarding the Meadowbrook ULID and thanked the public for taking the time to provide comments on the issue.

Councilmember Koellen extended her condolences to the family members of the victims of a mass shooting event in Buffalo, New York.

Councilmember Gothelf echoed Councilmember Rosen and Elwood's comments regarding the proposed Meadowbrook ULID and commented on the passing of former Mayor Fritz Ribary.

**DRAFT**

Mayor McFarland spoke regarding the following items:

- Passing of former Mayor Fritz Ribary
- Meet up with the Mayor – Wednesday, May 18<sup>th</sup>, 10:30 a.m. @ Arete Coffee Bar
- Tollgate Farm Park Loop Trail Temporary Closure
- Yard Waste Recycling Program – Saturday, May 21<sup>st</sup> 8 a.m. to Noon @ Public Works
- National Public Works Week – May 15<sup>th</sup> – 21<sup>st</sup>

**ADJOURNMENT:**

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

The meeting adjourned at 9:47 p.m.

ATTEST:

---

Rob McFarland, Mayor

---

Susie Oppedal, City Clerk



DRAFT

CITY OF NORTH BEND  
CITY COUNCIL WORKSTUDY NOTES  
**May 24, 2022**  
City Hall, 920 SE Cedar Falls Way, North Bend, WA

Mayor Pro Tem Rosen called the meeting to order at 7:09 p.m.

Councilmembers Brenden Elwood, Alan Gothelf, Mark Joselyn, Heather Koellen, Ross Loudonback, Mary Miller and Jonathan Rosen were present.

**Staff Present:** City Attorney Lisa Marshall, Deputy City Administrator/Public Works Director Mark Rigos, Community & Economic Development Director Rebecca Deming, Police Chief Perry Phipps, Interim Communications Manager Bre Keveren, HR Assistant/Emergency Management Coordinator Erin Mitchell, and City Clerk Susie Oppedal.

**Guests Present:** Travis Stombaugh, Executive Director of Si View Metropolitan Park District

Mayor Pro Tem Rosen announced Item #3 – Needle Exchange Program would be moved to the first item for discussion on tonight's agenda.

### **Needle Exchange Program**

Community & Economic Development Director Deming explained that a new section of the North Bend Municipal Code entitled "Needle Exchange Programs – Prohibited" was proposed to prohibit needle exchange programs in the City that were not sponsored or monitored by the King County Health Department. City Attorney Marshall provided input on research conducted regarding prior legislation and/or case law on the issue and discussed the nuances of the proposed code change.

Council and staff discussed prior City of Marysville legislation, Blake Supreme Court Decision, proposed NBMC Section 8.44.020B and if exemptions were broad enough, vetting by State or County of agencies allowed to have needle exchange programs, enforcement resources for police, civil penalties, and drug paraphernalia.

Council consensus was to bring the item forward for consideration at a future City Council meeting.

### **Si View MPD Presentation**

Si View MPD Executive Director Stombaugh provided a presentation on 2022-2023 Workplan Updates for the Park District. He reviewed the following items:

DRAFT

- Special Purpose District & Related Tax Allocations
- Park District Population (17,000) & Service Area Population (42,000)
- Programs & Staffing
- Parks & Facilities Projects in last ten years (acquisition of Tennant Trailhead Property, Tollgate Farm Park, redevelopment of Si View Park & Community Center, Torguson Park Pump Track, Skatepark & Sports Fields)
- 2018 Capital Bond Projects for:
  1. Trail Connections (Tollgate Park to SVT, Tanner Trail, South Fork (SF) Levee Trail Access & Tennant Trailhead)
  2. Open Space Acquisition (SF Landing, W.H. Taylor Park Expansion, & Si View Park Expansion)
  3. Facilities Improvements (Torguson Skate Park, Torguson Park Outfields & Tollgate Farmstead)
- Future Projects under consideration (Tennant to Raging River Trail, SF Landing Adventure Play Area & Trail, Si View Aquatic Center)
- 2021 Program Plan (ranked from high to low priority)
- Collaboration Opportunities with City (Project Coordination, Grant Opportunities, Resource Sharing, Communication & Support for Aquatic Center)

### Adjournment

The workstudy closed at 8:07 p.m.

ATTEST:

---

Jonathan Rosen, Mayor Pro Tem

---

Susie Oppedal, City Clerk



## City Council Agenda Bill

SUBJECT:		Agenda Date: June 7, 2022		AB22-068
<b>Resolution Accepting Bids and Awarding Construction Contract for the Annual Sidewalk Repair Project to RW Scott Construction Company</b>		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Dawn Masko		
		Comm & Econ Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: \$290,070.00 NTE		Public Works – Mark Rigos, P.E.		X
Fund Source: Streets Capital Project				
Timeline: Immediate				
<b>Attachments:</b> Resolution, Bid Results				
<p><b>SUMMARY STATEMENT:</b></p> <p>As the City of North Bend is looking to create a more pedestrian friendly and safer streetscape, the City Council has approved funding for a Citywide sidewalk repair program in the 2021/2022 bi-annual budget. The program has \$353,000 budgeted in 2022.</p> <p>City staff evaluated sidewalks citywide and determined that sidewalks within the Forster Woods neighborhood, New Si View neighborhood, and Downtown core are the highest priority due to the severity of sidewalk issues. Approximately 80 separate areas were identified in the field and included in the bid documents that were released to the appropriate Small Works Roster for bids.</p> <p>The sidewalk repairs include, but are not limited to, traffic control, removal of street trees adjacent to repair areas, stump grinding, and removal and replacement of sidewalk panels. No future street trees shall be planted as the landscape strips are too narrow.</p> <p>Bids were due by 2:00 p.m. Wednesday, March 18<sup>th</sup> and three (3) bids were received. The bid results are attached and ranged from \$290,070 to \$665,315. The engineer's estimate was \$305,950.</p> <p>The lowest bid came from RW Scott Construction Company in the amount of \$290,070.00 including all applicable taxes. City staff have done the appropriate background checks on RW Scott Construction Company and recommend award of this contract to RW Scott Construction Company.</p> <p>This project shall be funded through the Citywide Sidewalk Repairs Streets Capital Project funds.</p>				
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.				
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Transportation and Public Works Committee reviewed this item on May 24, 2022 and recommended approval and placement on the Consent Agenda.				
<b>RECOMMENDED ACTION: MOTION to approve AB22-068, a resolution accepting bids and awarding the construction contract for the Annual Sidewalk Repair Project to RW Scott Construction Company.</b>				
<b>RECORD OF COUNCIL ACTION</b>				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
June 7, 2022				



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE ANNUAL SIDEWALK REPAIR PROJECT**

**WHEREAS**, City staff determined that work for the 2022 Annual Sidewalk Repair Project would occur in the Forster Woods neighborhood, New Si View neighborhood, and the downtown core as the sidewalk issues in these areas are most severe; and

**WHEREAS**, work shall include, but is not limited to, traffic control, removal of street trees adjacent to repair areas, stump grinding, removal and replacement of sidewalk panels damaged by tree roots; and

**WHEREAS**, the project is funded by Streets Capital Project funds; and

**WHEREAS**, bid documents were sent to the appropriate Small Works Roster and the City accepted bids up until Wednesday, March 18, 2022 at 2:00 p.m.; and

**WHEREAS**, the City received bids from three (3) contractors with the lowest bid coming from RW Scott Construction Company in the amount of \$290,070.00, 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 Annual Sidewalk Repair Project are accepted.

**Section 2.** The construction contract for the Annual Sidewalk Repair Project is awarded to RW Scott Construction Company, in the amount of \$290,070.00, 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 7<sup>TH</sup> DAY OF  
JUNE, 2022.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Rob McFarland, Mayor**

\_\_\_\_\_  
**Lisa Marshall, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**



2022 Annual Sidewalk Repair Project		
Bid Results		
	Contractor	Bid Amount
1	RW Scott Construction Company	\$290,070.00
2	Accord Contractors	\$298,968.00
	<b>Engineer's Estimate</b>	<b>\$305,950.00</b>
3	Arbor Barber Tree Service	\$665,315.30





## City Council Agenda Bill

SUBJECT:		Agenda Date: June 7, 2022		AB22-069
Resolution Accepting Bids and Awarding Construction Contract for the North Bend Way Sidewalk Capital Project to RW Scott Construction Company		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Dawn Masko		
		Comm & Econ Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: \$337,115 NTE		Public Works – Mark Rigos, P.E.		X
Fund Source: TIB Complete Streets Grant and Street and Storm Capital				
Timeline: Immediate				
Attachments: Resolution, Bid Tabulation				
SUMMARY STATEMENT:				
<p>As part of the City of North Bend’s 6-year Transportation Improvement Plan (TIP), the North Bend Way Sidewalk Project (south side near Rio Bravo) was rated a high priority project for several reasons that include removing sidewalks containing trip hazards, replacing ADA ramps that are out of compliance, and providing additional parking in the downtown core. This project also completes the final sidewalk gap on North Bend Way near the downtown core.</p> <p>The project location is along North Bend Way from Ballarat Ave N. to McClellan Ave. The project includes, but is not limited to, new curb, gutter, driveway, and sidewalk, sidewalk and driveway reconstruction, ADA curb ramp installation, storm drainage infrastructure installation, street trees with root barriers, streetlights, traffic control, and other work as required to complete the project.</p> <p>City staff began the project engineering design in 2021 and advertised this project for construction bids in April 2022. Due to the challenging concrete strike in the Puget Sound Region that just recently ended, the advertisement period was pushed out until the concrete strike was over. Bids were due by 2:00 p.m. Thursday, May 19, 2022, and five (5) bids were received by the City. Bid tabulation results are attached and ranged from \$337,115 to \$418,245. The engineer’s estimate was \$297,950.</p> <p>The lowest bid was provided by RW Scott Construction Company in the amount of \$337,115 including all applicable taxes. City staff have performed the appropriate background checks on RW Scott Construction Company and recommend award of this contract to RW Scott Construction Company.</p> <p>This project will be funded with Street and Storm Capital and a Complete Streets grant in the amount of \$150,000 from the Transportation Improvement Board (TIB).</p>				
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.				
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on May 24, 2022 and recommended approval and placement on the Consent Agenda.				
RECOMMENDED ACTION: <b>MOTION to approve AB22-069, a resolution accepting bids and awarding the construction contract for the North Bend Way Sidewalk Capital Project to RW Scott Construction Company.</b>				

## City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 7, 2022		

## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE NORTH BEND WAY SIDEWALK PROJECT**

**WHEREAS**, the City has determined the North Bend Way Sidewalk 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, and additional parking in the downtown core (hereafter the “Project”); and

**WHEREAS**, the Project shall include, but is not limited to, new curb, gutter, driveway, and sidewalk; reconstructed sidewalk and driveway, ADA curb ramp installation; storm drainage infrastructure installation; street trees, street lights; and traffic control; and

**WHEREAS**, the Project is funded by Street and Storm Capital funds, in addition to \$150,000 in Transportation Improvement Board (TIB) Complete Streets funds; and

**WHEREAS**, bid documents were posted on Builders Exchange and advertised on April 22 and 29, 2022 in the Snoqualmie Valley Record and April 21 and 28, 2022 in the Daily Journal of Commerce and the City accepted bids up until Thursday, May 19, 2022 at 2:00 p.m.; and

**WHEREAS**, the City received bids from five contractors and RW Scott Construction Company provided the lowest bid in the amount of \$337,115.00, 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 North Bend Way Sidewalk Project are accepted.

**Section 2.** The construction contract for the North Bend Way Sidewalk Project is awarded

//

//

to RW Scott Construction Company, in the amount of \$337,115 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 7<sup>TH</sup> DAY OF  
JUNE 2022.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Rob McFarland, Mayor**

\_\_\_\_\_  
**Lisa Marshall, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:

Posted:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**



Item No.		SCHEDULE A		Quantity	Units	Always Active Services, LLC	
						Unit Price	Contract Amount
1	Minor Changes (SP 1-04.1(1))			1	EST	\$ 5,000.00	\$ 5,000.00
2	Record Drawings (min \$10,000) (SP 1-05.3)			1	LS	\$ 1,000.00	\$ 1,000.00
3	Roadway Surveying (SP 1-05.4)			1	LS	\$ 4,500.00	\$ 4,500.00
4	SPOC Plan (SS 1-07.15(1))			1	LS	\$ 250.00	\$ 250.00
5	Protholing Existing Utilities (SP 1-07.17)			1	LS	\$ 5,000.00	\$ 5,000.00
6	Mobilization, Cleanup, and Demobilization (SP 1-09.7)			1	LS	\$ 49,000.00	\$ 49,000.00
7	Project Temporary Traffic Control (SP 1-10.4(1))			1	LS	\$ 10,000.00	\$ 10,000.00
8	Removal of Structures and Obstructions (SP 2-02.5)			1	LS	\$ 7,500.00	\$ 7,500.00
9	Sawcutting (SP 2-02.5)			840	LF	\$ 10.00	\$ 8,400.00
10	Removal of Cement Conc. Sidewalk (SP 2-02.5)			360	SV	\$ 30.00	\$ 10,800.00
11	Removal of Cement Conc. Curb and Gutter (SP 2-02.5)			225	SV	\$ 30.00	\$ 6,750.00
12	Removal of Asphalt Pavement (SP 2-02.5)			500	SV	\$ 30.00	\$ 15,000.00
13	Unsuitable Foundation Excavation Incl. Haul (SP 2-03.5)			35	CY	\$ 60.00	\$ 2,100.00
14	Crushed Surfacing Top Course (SP 4-04.5)			90	TN	\$ 45.00	\$ 4,050.00
15	HMA for Pavement Repair Cl. 1/2 In. PG 64-22 (SP 5-04)			65	TN	\$ 360.00	\$ 23,400.00
16	8" DI Storm Drain Pipe (7-04.5)			10	LF	\$ 80.00	\$ 800.00
17	12" DI Storm Drain Pipe (7-04.5)			5	LF	\$ 90.00	\$ 450.00
18	Catch Basin Type 1 (SP 7-05.5)			2	EA	\$ 1,900.00	\$ 3,800.00
19	Adjust Catch Basin Frame and Grate (SP 7-05.5)			6	EA	\$ 650.00	\$ 3,900.00
20	Replace Storm Lid			2	EA	\$ 600.00	\$ 1,200.00
21	Shoring and Trench Safety (SP 7-08.5)			1	LS	\$ 2,500.00	\$ 2,500.00
22	Erosion Control/Water Pollution Control (SP 8-01.5)			1	LS	\$ 4,000.00	\$ 4,000.00
23	Property Restoration (SP 8-02.5)			1	LS	\$ 5,000.00	\$ 5,000.00
24	Tree Guard (SP 8-02.5)			4	EA	\$ 2,800.00	\$ 11,200.00
25	PSIPE Ginkgo Fastigiate, 6'-8" (Min. 2.5" Caliper) (SP 8-02.5)			4	EA	\$ 650.00	\$ 2,600.00
26	Relocate Bench (SP 8-02.5)			2	EA	\$ 300.00	\$ 600.00
27	Relocate Conc. Curb and Gutter (SP 8-04.5)			480	LF	\$ 55.00	\$ 26,400.00
28	Cement Conc. Pedestrian Curb (SP 8-04.5)			555	LF	\$ 65.00	\$ 35,775.00
29	Cement Conc. Driveway Entrance Type I (SP 8-06.5)			190	SV	\$ 92.00	\$ 17,480.00
30	Cement Conc. Curb Ramp Type Parallel (SP 8-14.5)			2	EA	\$ 4,000.00	\$ 8,000.00
31	Cement Conc. Curb Ramp Type Single Direction (SP 8-14.5)			1	EA	\$ 2,400.00	\$ 2,400.00
32	Cement Conc. Curb Ramp Type Combination (SP 8-14.5)			1	EA	\$ 2,400.00	\$ 2,400.00
33	Cement Conc. Sidewalk (SP 8-14.5)			425	SV	\$ 88.00	\$ 37,600.00
34	Illumination System Complete (SP 8-20.5)			1	LS	\$ 23,000.00	\$ 23,000.00
35	Joint Utility Trench			495	LF	\$ 21.00	\$ 10,395.00
36	Remove and Relocate Sign (SP 8-21.5)			2	EA	\$ 900.00	\$ 1,800.00
37	Paint Line (SP 8-22.5)			110	LF	\$ 5.20	\$ 572.00
38	Plastic Crosswalk Line (SP 8-22.5)			200	SF	\$ 10.00	\$ 2,000.00
39	Paint Curb (SP 8-22.5)			125	LF	\$ 3.75	\$ 468.75
							\$ 418,245.75
							\$ 418,245.75

Incurred calculation of contract amount for bid item  
 Increment calculation of subtotal and total



## City Council Agenda Bill

SUBJECT:		Agenda Date: June 7, 2022		AB22-070
<b>Resolution Accepting Bids and Awarding Construction Contract for the Park Street Turn Lanes Project to Reed Trucking &amp; Excavating, Inc.</b>		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Dawn Masko		
		Comm & Econ Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: \$59,750.00 NTE		Public Works – Mark Rigos, P.E.		X
Fund Source: Street Capital				
Timeline: Immediate				
<b>Attachments:</b> Resolution, Bid Tabulation				
<p><b>SUMMARY STATEMENT:</b></p> <p>As part of the City of North Bend’s 6-year Transportation Improvement Plan (TIP), the Park Street Turn Lanes Project is located along W. Park Street from Bendigo Blvd S. to approximately 300 feet east of Bendigo Blvd S. Work shall include some minor curb and sidewalk reconstruction, replacement of traffic loops, traffic control, and re-channelization of Park Street as drivers approach Bendigo Blvd S to include a dedicated left turn/through lane and a dedicated right turn lane onto Bendigo Blvd S. This configuration shall reduce the queuing on W. Park Street and improve the Level of Service (LOS) of the intersection.</p> <p>City staff also coordinated with WSDOT on permits and associated traffic signal work.</p> <p>City staff began the project engineering design in 2021 and advertised the project for construction bids in April 2022. Bids were due by 11:00 a.m. Thursday, May 19, 2022, and two (2) bids were submitted to the City. Bid tabulation results are attached and range from \$59,750 to \$60,346. The engineer’s estimate was \$57,600.</p> <p>The lowest bid was provided by Reed Trucking &amp; Excavation, Inc. in the amount of \$59,750.00 including all applicable taxes. City staff have performed the appropriate background checks on Reed Trucking &amp; Excavation, Inc. and recommends award of this contract to Reed Trucking &amp; Excavation, Inc.</p> <p>This project will be funded with Street Capital funds.</p>				
<p><b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.</p>				
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Transportation and Public Works Committee reviewed this item on May 24, 2022 and recommended approval and placement on the Consent Agenda.</p>				
<p><b>RECOMMENDED ACTION: MOTION to approve AB22-070, a resolution accepting bids and awarding the construction contract for the Park Street Turn Lanes Project to Reed Trucking &amp; Excavating, Inc.</b></p>				
<b>RECORD OF COUNCIL ACTION</b>				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
June 7, 2022				



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE PARK STREET TURN LANES PROJECT**

**WHEREAS**, the City has determined the Park Street Turn Lanes Project (Project) to be a high priority for several reasons, the most important of which includes reducing the queuing on W. Park Street and improving the Level of Service (LOS) of the intersection; and

**WHEREAS**, the Project shall include some minor curb and sidewalk reconstruction, replacement of traffic loops, traffic control, and re-channelization of Park Street as drivers approach Bendigo Blvd South to include a dedicated left turn/through lane and a dedicated right turn lane onto Bendigo Blvd; and

**WHEREAS**, the Project is funded by Street Capital funds; and

**WHEREAS**, bid documents were posted on Builders Exchange and advertised on April 22 and 29, 2022 in the Snoqualmie Valley Record and April 21 and 28, 2022 in the Daily Journal of Commerce and the City accepted bids up until Thursday, May 19, 2022 at 11:00 a.m.; and

**WHEREAS**, the City received bids from two contractors and Reed Trucking & Excavating, Inc. provided the lowest bid in the amount of \$59,750.00, 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 Park Street Turn Lanes Project are accepted.

**Section 2.** The construction contract for the Park Street Turn Lanes Project is awarded to

//

//

Reed Trucking & Excavating, Inc., in the amount of \$59,750.00 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 7<sup>TH</sup> DAY OF  
JUNE 2022.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Rob McFarland, Mayor**

\_\_\_\_\_  
**Lisa Marshall, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:

Posted:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**

CITY OF NORTH BEND  
PARK STREET TURN LANES PROJECT  
BLUELINE PROJECT NO. 20-443  
BID OPENING TIME: May 19, 2022 11:00 AM  
PROJECT ENGINEER: Tom Mohr, PE  
CONSULTING ENGINEER: BLUELINE

Prepared By: Tom Mohr

Checked By: Carrie Smith

Item No.		SCHEDULE A	Quantity	Engineer's Estimate		Average of All Bids		1		2	
			Units	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount
1	Minor Changes (SP 1-04.4(1))	1	EST	\$1,000.00	\$1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
2	SPCC Plan (SS 1-07.15(1))	1	LS	\$5,000.00	\$5,000.00	\$	750.00	\$	750.00	\$	1,000.00
3	Mobilization, Cleanup, and Demobilization (SP 1-09.7)	1	LS	\$5,000.00	\$5,000.00	\$	7,800.00	\$	7,800.00	\$	5,600.00
4	Project Temporary Traffic Control (SP 1-10.4(1))	1	LS	\$25,000.00	\$25,000.00	\$	8,555.00	\$	10,000.00	\$	7,110.00
5	HMA Cl. 1/2 In. PG. 64-22 (SP 5-04.5)	5	TN	\$250.00	\$1,250.00	\$	1,235.00	\$	1,000.00	\$	1,470.00
6	Replace SSMH Casting (SP 7-05.5)	2	EA	\$1,500.00	\$3,000.00	\$	1,405.00	\$	2,810.00	\$	3,620.00
7	Cement Conc. Curb and Gutter (SP 8-04.5)	35	SV	\$50.00	\$1,750.00	\$	122.50	\$	4,000.00	\$	5,075.00
8	Cement Conc. Sidewalk (SP 8-14.5)	25	SV	\$100.00	\$2,500.00	\$	210.00	\$	5,250.00	\$	5,500.00
9	W Park St. Traffic Signal Modifications, Complete (SP 8-20.5)	1	LS	\$15,000.00	\$15,000.00	\$	18,095.50	\$	17,000.00	\$	19,191.00
10	Permanent Signaling (SP 8-21.5)	1	LS	\$1,000.00	\$1,000.00	\$	1,825.00	\$	2,000.00	\$	1,650.00
11	Paint Line (SP 8-22.5)	300	LF	\$2.00	\$600.00	\$	3.25	\$	900.00	\$	1,050.00
12	Plastic Stop Line (SP 8-22.5)	25	LF	\$8.00	\$200.00	\$	50.00	\$	1,250.00	\$	1,250.00
13	Plastic Traffic Arrow (SP 8-22.5)	2	EA	\$400.00	\$800.00	\$	637.50	\$	800.00	\$	475.00
Bid Schedule A Subtotal				\$	\$7,600			\$	\$97,500.00		
Sales Tax (NA)				-	-			-	-		
Bid Schedule A Total				\$	\$7,600			\$	\$97,500.00		





## City Council Agenda Bill

SUBJECT:		Agenda Date: June 7, 2022		AB22-071
<b>Motion Authorizing Contract with Parametrix for the Ribary Creek Flood Risk Reduction Project</b>		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Dawn Masko		
		Comm & Econ Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: \$404,849.60 NTE		Public Works – Mark Rigos, P.E.		X
Fund Source: KCFCD Capital Funding				
Timeline: Immediate				
<b>Attachments:</b> Scope & Fee				
<p><b>SUMMARY STATEMENT:</b></p> <p>In March of 2022, the City entered into an Interlocal Agreement (ILA) with King County Flood Control District (FC District) for the Ribary Creek Flood Risk Reduction Project. The ILA established the terms and conditions for project tasks, project management, and other work required for the completion of the Ribary Creek Flood Risk Reduction Project Preliminary Design. FC District shall reimburse the City of North Bend for actual costs, without mark-up of any kind, incurred by the City to perform the tasks as described in the ILA, in a not-to-exceed amount of \$456,168.</p> <p>City staff has selected Parametrix for the design of this project due to their familiarity with this type of work, their familiarity with the project area in general, and their vast knowledge of the hydraulics of the associated streams and rivers in this area. Attached is a work scope and fee for the preliminary design phase of this project. Staff from both the City and King County Rivers Division have reviewed the scope and fee and approve it moving forward. The fee for this preliminary design work is \$404,849.60 which is approximately \$50,000 less than FC District budgeted for.</p> <p>Tasks (scope) includes:</p> <ol style="list-style-type: none"> <li>1. Developing a Project Charter following the procedures of the King County Water and Land Resource Division (WLRD) Project Management Manual (Gate 1).</li> <li>2. Conducting an Alternatives Analysis characterizing existing conditions, hazards, and risks to the subject and adjacent properties. Analyze up to three (3) alternatives and their associated costs and benefits for the project area that provides the City and FC District with the information needed to review and select the most appropriate alternative to advance (Gate 2).</li> <li>3. Preparing preliminary (30% level) plans, cost estimate, and schedule for the selected alternative for the purpose of obtaining FC District approval to proceed with final design and construction (under a separate Scope of Work). A Preliminary Basis of Design (BOD) Report providing the rationale and supporting documentation for the 30 percent design will be prepared (Gate 3).</li> </ol> <p>City staff recommend moving forward with this contract with Parametrix for the Ribary Creek Flood Risk Reduction Project.</p>				
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.				
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Transportation and Public Works Committee reviewed this item on May 24, 2022 and recommended approval and placement on the Consent Agenda.				

## City Council Agenda Bill

**RECOMMENDED ACTION: MOTION to approve AB22-071, authorizing a contract with Parametrix for the Ribary Creek Flood Risk Reduction Project, in a form and content acceptable to the City Attorney, in an amount not to exceed \$404,849.60.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 7, 2022		

## SCOPE OF WORK

### Ribary Creek Flood Risk Reduction Project Alternatives Analysis and Preliminary Design

#### INTRODUCTION

The Ribary Creek Flood Risk Reduction alternatives assessment and preliminary design Project (Project) will focus on the small bridge crossing of Ribary Creek at SW Mount Si Boulevard and the culverts that cross under Bendigo Boulevard (State Route [SR] 202, Washington Department of Fish and Wildlife [WDFW] ID 995204) and South Fork Avenue because upstream flooding potentially exceeds the bridge opening and culvert capacities to mitigate flooding risks that cause overtopping of SR 202 and local businesses parking lots in extreme events. Parametrix, Inc. (Consultant) will conduct necessary preliminary design technical analyses to develop and evaluate conceptual-level design alternatives. The preferred option that mitigates the flood risks will then be chosen, and a preliminary design will be developed. The Project will assess how various improvements along the project portion of Ribary Creek from Interstate 90 (I-90) to the South Fork Snoqualmie River will affect stream- and flood-level hydraulics and the development of practical flood risk reduction strategies for this portion of Ribary Creek.

Following is an overview of the services provided in this Scope of Work:

- Develop a Project Charter following the procedures of the King County Water and Land Resource Division (WLRD) Project Management Manual (Gate 1).
- Conduct an Alternatives Analysis characterizing existing conditions, hazards, and risks to the subject and adjacent properties. Analyze up to three (3) alternatives and their associated costs and benefits for the Project area that provides the City of North Bend (City) and the King County Flood Control District (District) with the information needed to review and select the most appropriate alternative to advance (Gate 2).
- Prepare preliminary (30 percent level) plans, cost estimate, and schedule for the selected alternative for the purpose of obtaining District approval to proceed with final design and construction (under a separate Scope of Work). A Preliminary Basis of Design (BOD) Report providing the rationale and supporting documentation for the 30 percent design will be prepared (Gate 3).

WLRD will review all milestone packages prior to their delivery to the District for approval.

The following tasks are included in this scope:

- 100 Project Planning and Management
- 200 Existing Conditions Data Collection
- 300 Hydrologic and Hydraulic Analysis
- 400 Alternatives Development and Analysis
- 500 Preliminary Design
- 600 Stakeholder Engagement

## Background

The City operates and maintains drainage structures along Ribary Creek within their jurisdiction. Repeated flooding along Ribary Creek has damaged property, made businesses inaccessible, and temporarily closed roads. Ribary Creek levees and culverts are not sufficient to mitigate the overtopping of SR 202 (Bendigo Boulevard South) nearly annually. Additionally, during larger, less frequent floods, commercial properties and City arterials are flooded.

King County (County), through WLRD (part of the King County Department of Natural Resources and Parks), functions as the primary service provider to the District under the terms of an interlocal agreement (ILA) between the County and the District and, under the ILA, implements the District's annual work program and budget.

On July 17, 2017, the District approved the South Fork Snoqualmie River Capital Investment Strategy (CIS) as policy guidance. The South Fork CIS identifies levee setbacks, floodplain/flood storage improvements, gravel removal, and culvert replacement as tools to be considered in developing a comprehensive flood risk reduction strategy at this location. The District has included the Ribary Creek Flood Risk Reduction Project in the District's annual budget and work program.

## Schedule Assumptions:

- The ILA for this preliminary design expires on March 10, 2024. All preliminary design work must be completed before this date.

## General Project Assumptions:

- This project will focus on Ribary Creek flood risk reduction only and not include any other future South Fork Snoqualmie River levee setbacks or other flood risk reduction mitigation. This will be a stand-alone project. However, forward compatibility will be verified by applying the Bendigo Upper left Levee (Nintendo) modeling on the South Fork Snoqualmie River.
- The SR 202 culvert (WDFW ID 995204) may need a formal Preliminary Hydraulic Design (PHD) per Washington Department of Transportation (WSDOT) and WDFW guidelines, but this has not been confirmed. The PHD is not included as part of this first phase of the project.
- A single future structure configuration compatible with the South Fork Snoqualmie River CIS will be analyzed. This configuration to be analyzed will be developed in conjunction with City and King County staff.
- Future flow conditions resulting from climate change should be utilized for the design.
- The ILA will go through 30 percent design, which aligns with Gate 2 of the WLRD design process.
- There is no expected expansion or inclusion of the I-90 westbound off-ramp culvert (WDFW ID 994985).
- WLRD is currently not setting fish passage parameters for this project. However, outreach and partnership with the Snoqualmie Tribe and WDFW will be necessary to ensure project success and meeting regulatory requirements for fish passage.
- The City will provide recorded as-builts as needed along the Ribary Creek reach.
- Project management will be conducted per the WLRD Project Management Manual (Manual herein).

## SCOPE OF WORK

### Task 100 Project Management and Coordination

The Consultant shall manage the Ribary Creek Flood Risk Reduction project scope, schedule, and budget and complete other planning and management tasks as identified by the Manual. This includes coordinating City staff and management, WLRD staff and management, and stakeholders. The City will conduct proactive outreach to and seek involvement from Project stakeholders, including the Snoqualmie Indian Tribe, the Tulalip Tribes of Washington, citizen groups, and regulatory agencies (local, state, and federal). The Parties acknowledge that the City cannot compel any individual, tribal, or regulatory agency stakeholder to participate, provide comment, or otherwise be involved in the City's design process, and nothing in this phase of the project shall be deemed to require the City to obtain such participation, comment, and/or input. This task also includes providing progress reporting and invoices to WLRD. This task will be ongoing throughout the duration of the Project.

The Consultant will coordinate a kick-off meeting at the project site with the City and WLRD staff to discuss the project approach, technical tasks, team coordination, site conditions, and constraints.

The Consultant will lead quarterly project management coordination meetings (meetings may be requested more frequently if/when deemed necessary).

#### Deliverables:

- Project Charter (Gate 1 document) and all supporting documents as identified by the Manual.
- Project management plan, including all supporting documents as identified by the Manual.
- Project schedule, including all significant events and milestones.
- Project kickoff meeting agenda and notes.
- Quarterly project management coordination meetings with agenda and notes.
- Regular informal weekly and formal monthly progress reports (reports may be submitted by email) to include scope/schedule/budget status, accomplishments, issues and concerns, next steps, and action items.
- Monthly invoices, subject to WLRD review and approval.

### Task 200 Existing Conditions Data Collection

#### 200.10 Topographic Survey

Portions of this project area were surveyed by Axis Survey & Mapping in 2017 and 2020. Additional topographic survey will be needed along Ribary Creek, from the culvert at SW Mount Si Boulevard to the undercrossing at I-90 and a small portion of the creek between Bendigo Boulevard (SR 202) and South Fork Ave SW. The survey will include all visible utilities, significant trees, the SW Mount Si Boulevard bridge, wetland and buffer boundaries set by Wetland Resources, and clear and complete survey of the I-90 cross culverts (concrete box and corrugated metal pipe overflow culverts). The Consultant will also verify the previous mapping and prepare a single contiguous map of the project area.

**Deliverables:**

- 3D-survey mapping in AutoCAD, version 2020, including SR 202 and along the creek limits and property parcel lines.

**200.20 Critical Area Review**

The Consultant will conduct a field delineation of critical areas (wetlands and buffers) between the I-90 westbound off-ramp (I-90 Exit 31) and SW Mount Si Boulevard.

**Assumptions:**

- Other than the watercourse, no critical areas were found between the Ribary Creek zone in the built-up areas between SW Mount Si Boulevard and Bendigo Boulevard S (SR 202). This area was previously surveyed in April 2020 and is still within the 5 year window.
- No Critical Area Study will be developed in this phase of the project.

**Deliverables:**

- Wetland Delineation Report (draft and final in portable document format [PDF]).

**200.30 Geotechnical**

The Consultant shall complete a desktop evaluation of nearby geologic and geotechnical data to inform preliminary geotechnical recommendations for the development and analysis of alternatives. The following activities will be performed during this phase:

- Obtain and review existing and available geologic and geotechnical data from the Project vicinity.
- Participate in a Project team kickoff and site visit.
- Collaborate with the multidisciplinary team to identify Project features that will require geotechnical input. Provide geotechnical input to the preliminary design criteria and basis of design to inform the alternatives analysis.
- Prepare a preliminary geotechnical memo that characterizes Project geologic and geotechnical conditions, geotechnical constraints, and conceptual recommendations for Project features that are identified in the alternatives analysis. The memo will include recommendations for geotechnical investigations to support design of the selected Project alternative.
- The Consultant's geotechnical lead will participate in the alternatives analysis workshop and provide subject matter expertise for the evaluation of alternatives.
- The Consultant's geotechnical lead review will preliminary design documents and coordinate with design team to ensure that geotechnical recommendations are properly interpreted and incorporated.
- The Consultant's geotechnical lead will contribute specialty expertise toward the development of cost estimate and schedule.

**Assumptions:**

- The City will provide any geotechnical reports available in their files within the Project vicinity.

- Geotechnical services during this phase will rely on existing data developed by others and for other nearby projects. No subsurface investigations will be completed at this phase.

**Deliverables:**

- Preliminary Geotechnical Memo (draft and final, PDF).

**200.40 Regulatory Requirements**

Develop a permit matrix that identifies environmental documentation, permits, and associated approvals anticipated to be required to construct the preferred alternative creek mitigation.

**Assumptions:**

- Federal funding is possible.

**Deliverables:**

- Detailed Permit Matrix (draft and final, PDF).

**Task 300 Hydrologic and Hydraulic Analysis**

The Consultant will prepare hydrologic and hydraulic analysis materials to support the alternative analysis and selection process. Hydrologic and hydraulic analyses should be prepared at sufficient resolution to describe the frequency and extent of flood risk reduction benefits provided by the alternatives developed in Task 400.

**300.10 Hydrologic Analysis**

A hydrologic simulation program – FORTRAN (HSPF) hydrology model was developed for Ribary Creek by Tetra Tech for the King County I-90 Flood Risk Reduction Project. This model was calibrated using a limited-flow data set, and parameter selection relied heavily on the results of the calibration for the adjacent Clough Creek watershed. The Consultant shall update the tributary hydrology for the Ribary Creek model to better reflect actual runoff conditions in the watershed for use as flow inputs to the hydraulic design. The hydrologic analysis will include the following:

- Prepare climate inputs for rainfall and evapotranspiration for the period from March 31, 2015, to March 31, 2022
- Apply climate inputs to the Ribary Creek HSPF model developed by Tetra Tech for the King County I-90 Flood Risk Reduction Project. Refine Ribary Creek calibration using observed flow data collected by WLRD at streamflow gage 55B. Calibration will be performed using the “weight-of-evidence” approach (found in the 2002 article, Watershed Modeling Calibration and Validation, by A.S. Donigian, Jr.). This approach considers annual and monthly runoff volume in addition to specific-event peak flow and volume and the correlation between the simulated and observed hydrograph to estimated basin hydrology over an extended period. It provides a more robust calibration of continuous simulation models, such as HSPF, than traditional event-based calibration approaches because it considers the full period of record.
- Compute flood frequency using long-term computed streamflow record for Ribary Creek.
- Conduct a return period analysis comparing South Fork and Ribary Creek peak flows to determine the corresponding flood frequency between the two systems.

- Develop Ribary Creek inflow hydrographs for design events (rearing flow, and 2-, 10-, 50-, 100-, and 500-year recurrence interval floods). Prepare design-event template hydrograph that matches peak-flow, 1-day, and 3-day volumes based on the U.S. Army Corps of Engineers Balanced Hydrograph Method.
- Develop future-conditions inflow hydrographs using scaling factors developed for the South Fork Snoqualmie River for the King County Levee Breach Analysis project.
- Prepare technical report materials that document the methods, analysis, and results.
- Key findings and results shall be integrated into the Task 300.40 Technical Memorandum.

### Assumptions

- Calibration will be performed at one location using the weight-of-evidence approach that considers annual and monthly runoff volume in addition to specific-event peak flow and volume and the correlation between the simulated and observed hydrograph to estimate basin hydrology over an extended period.
- South Fork hydrology will be based on existing and future conditions flow analysis performed for the King County Levee Breach Analysis project.
- Model documentation provided in the Task 300.40 Technical Memorandum.

### Deliverables

- Calibrated HSPF model of the Ribary Creek watershed.
- Discussion of “reasonability” and performance of the HSPF model with respect to available hydrologic data, previous estimates of hydrology, and regional rating curves.
- HSPF models of Ribary Creek watersheds.
- Tributary input hydrographs for design events.

### 300.20 Hydraulic Analysis

A Hydrologic Engineering Center River Analysis System (HEC-RAS) two-dimensional (2D) hydraulics model was developed and calibrated for Ribary Creek and the South Fork Snoqualmie River by Tetra Tech for the King County Levee Breach Analysis Project. This model was calibrated for the South Fork Snoqualmie River reach but had limited calibration in Ribary Creek. The hydraulic analysis will include the following:

- The Consultant shall refine the HEC-RAS 2D-hydraulic model of the South Fork Snoqualmie River system developed for the Levee Breach Analysis project to reflect the current condition in Ribary Creek downstream of I-90.
- Perform preliminary hydraulic modeling to support assessment of the existing hydraulic conditions within the channel and adjacent floodplain and develop and evaluate design concepts using flows developed in Task 300.10. The assessment shall include a review of background information, additional data collection, and evaluation of water surface elevations, depths, velocities, and overbank flow paths. Assessment shall be inclusive of all selected flow quantiles.
- Perform hydraulic modeling of up to three alternatives and evaluate changes with the main channel, proposed floodplain modifications (e.g., water surface elevations, velocities, and likelihood of scour and/or fine and coarse sediment deposition). Perform evaluations for the selected flow quantiles to

evaluate relative changes in water surface elevations and areas of inundation within the adjacent floodplains on both sides of the river.

- Perform hydraulic modeling of the alternative and two future scenarios for implementing projects proposed under the South Fork Snoqualmie River CIS. CIS project to consider may include levee setbacks, gravel removal, and culvert replacement. The future project scenario will be developed in consultation with City and County staff.
- Compute scour potential in Ribary Creek and at the culvert crossings.
- Prepare technical report materials that document the methods, analysis, and results.
- Key findings and results shall be integrated into the Task 300.40 Technical Memorandum.

### Assumptions

- Three alternatives will be evaluated.
- Performance of the recommended alternative will be evaluated for a future climate change scenario and two future CIS implementation scenarios.
- WLRD will authorize use of the system-wide 2D HEC-RAS model developed by Tetra Tech for the Levee Breach Analysis project.
- Model documentation provided in the Task 300.40 Technical Memorandum.

### Deliverables

- Calibrated 2D HEC-RAS model of the Ribary Creek watershed.
- Depth, velocity, and water surface elevation raster shapefiles for each event analyzed.

### 300.30 Geomorphic Assessment

The Consultant shall review and make updates to the previous geomorphic analysis of the project site with the intent of characterizing the existing conditions, the geomorphic processes influencing the project site and study reach, and the infrastructure that could be impacted by these processes. The purpose of the analysis is to identify geomorphic processes or other factors that need to be considered during alternative analysis, either related to the proposed alternatives or the geomorphic response of the reach to the alternative. The Consultant's responsibilities shall include the following:

- Review existing information, data, reports, and other resources that are relevant to present day and historical geomorphic conditions and processes that influence the project site and are to be considered during the alternatives analysis process.
- Update existing geomorphic analysis to define, describe, and quantify the geomorphic conditions and processes that influence the project site and will be addressed during the subsequent alternatives analysis. The updated geomorphic analysis and characterization shall include the following:
  - Characterization and analysis of historical and current reach characteristics, channel morphology, fluvial processes, channel migration, and planform change.
  - Characterization of stream bed and exposed natural and artificial bank materials (e.g., riprap, debris).

- Characterization of bank stability and apparent mechanisms for bank erosion throughout the project site based on visible surficial bank conditions. Analysis of scour and geotechnical stability/protection shall be conducted as part of Task 300.20 and Task 200.30 and is not included in the geomorphic analysis.
- Characterization of sediment transport processes into, within, and through the project site. This shall include a qualitative analysis of sediment transport potential based on existing stream bed materials, output from the 2D hydraulic model (Task 300.20), anticipated future hydrologic conditions, and potential upstream sediment input.
- Characterization of large woody debris (LWD) and/or medium woody debris (MWD) within the project site.
- Discussion of reach geomorphic and geologic characteristics and their importance for alternative development and eventual project design and implementation.
- Characterization of anthropogenic actions or features that have altered stream dynamics, sedimentation, and channel migration and discussion of the geomorphic implications of human alterations of the floodplain that have affected geomorphic processes in the vicinity of the project site, including the influence of channel and floodplain confinement due to revetments, levees, and other infrastructure.
- Characterization of potential future sediment input to the project area from upstream sources, based on existing reports and data. Three potential future sediment input trends shall be characterized and evaluated for a sensitivity analysis of the effect of this variable on conditions at the site. Potential scenarios include the following: no changes to sediment delivery rates from upstream, increases in sediment delivery rates from upstream, and decreases in sediment delivery rates from upstream reaches.
- Prepare technical report materials that document the methods, analysis, and results.
- Key findings and results shall be integrated into the Task 300.40 Technical Memorandum.

### Assumptions

- The City will provide design report and other relevant information on all sediment control/retention facilities constructed upstream of the study reach.
- WLRD will allow use of recent bathymetric LiDAR (2018 and 2019) data collected for Levee Breach Analysis project.
- Model documentation provided in the Task 300.40 Technical Memorandum.

### Deliverables

- Geomorphic Assessment Technical Report (draft and final, PDF).

### 300.40 Technical Memorandum

This task represents preparation of the final documentation for the hydrologic, hydraulics, and geomorphic portion of the study. It consists of documenting the results of tasks 300.10, 300.20 and 300.30.

- The Consultant will prepare a technical memorandum that documents the methods, analysis, and results of the hydrologic and hydraulic analysis.

- A draft technical memorandum shall be submitted electronically in Microsoft Word and PDF. The draft technical memorandum will be returned to the Consultant with consolidated City review comments as edits/comments in tracked changes.
- A final technical memorandum that addresses City review comments shall be submitted electronically in Microsoft Word and PDF.

#### Assumptions

- Draft and final technical memorandum will be submitted electronically in Microsoft Word and PDF.

#### Deliverables

- Hydrologic and Hydraulic Technical Memorandum describing the work, methods and results of Task 300 (draft and final, PDF).

### 300.50 Hydrologic and Hydraulic Support for Alternatives Analysis

The Consultant will provide Hydrologic and Hydraulic support for the Task 400 Alternatives Analysis.

- The Consultant will participate in the Technical Development Workshop with the City and WLRD staff to provide input on hydrologic and hydraulic considerations for alternative development. Meeting notes will be reviewed and updated to reflect H&H design.
- The Consultant will review and provide input on the draft Alternatives Analysis report prior to submittal to the County.
- A review draft technical memorandum shall be submitted electronically in Microsoft WORD and PDF format that addresses City review comments.

#### Assumptions

- Two hydrologic and hydraulic consultant staff will attend the Technical Development workshop.

#### Deliverables

- Review and update draft Technical Workshop meeting notes.
- Review comments on the draft Alternatives Analysis report.

### 300.60 Hydrologic and Hydraulic Support for Preliminary Design

The Consultant will provide Hydrologic and Hydraulic support for the Task 500 Preliminary Design Development.

- Conduct Hydrologic and Hydraulic analysis scour depths, drag and buoyant forces to support draft and final 30% design development. Document in a technical memo as an appendix to the Task 500 Preliminary Basis of Design Report.
- Conduct hydraulic analysis and prepare materials associated with the City of North Bend Flood Hazard Certification and Federal Emergency Management Agency (FEMA) "No-rise/No-impact" Certification permit submittals. Prepare documentation to support a flood hazard certification and FEMA No-Rise/No-Impact Certification.
- Prepare a draft and final Surface Water Management Technical Approach and Requirements Memo that meets the City of North Bend surface water design requirements.

## Assumptions

- No-rise analysis may be performed with a 1-D hydraulic model.
- Stormwater management facilities for flow control and water quality treatment will not be required. Stormwater controls will be evaluated using the 2009 King County Surface Water Design Manual per the City stormwater code and as specified on their website.

## Deliverables

- Surface Water Management Technical Approach and Requirements Memo (draft and final, PDF).
- Hydrologic and Hydraulic Design Analysis Memorandum (draft and final, PDF).
- No-rise technical memorandum (draft and final, PDF).

## Task 400 Alternatives Development and Analysis

### 400.10 Alternatives Development

The Consultant will generate up to three (3) distinct conceptual project alternatives for review by the City and WLRD.

The project alternatives analysis shall consider the following treatments identified in the South Fork Snoqualmie River CIS, either individually or in combination:

1. Levee setbacks.
2. Floodplain/flood storage improvements.
3. Gravel removal.
4. Culvert replacement.

The Consultant will attend and participate in a 2-hour technical workshop with the City and WLRD to develop and finalize the screening methodology and criteria, screen the concept design elements, and combine design elements so that they generate up to three distinct project alternatives for review by the City and WLRD.

The Consultant will develop screening criteria to be used for development and evaluation of alternatives. Record information in the form of an evaluation matrix table. Screening and evaluation criteria may include the following:

1. Design complexity.
2. Implementation cost and schedule.
3. Constructability.
4. Forward compatibility with other future downstream flood mitigation measures.
5. Regulatory issues and constraints.
6. Design resiliency and uncertainty.
7. Project risk.
8. Maintenance and operations complexity and cost, including lifecycle costs.
9. Effect on aquatic and riparian habitat.

10. Property interests.
11. Public relations.

The Consultant will prepare preliminary graphical representations of the three project alternatives, including a site plan showing dimensions and locations of proposed features. Include representation of alignment, profile, and sections for the various components associated with each alternative. Graphical design representations shall be developed in geographic information system (GIS) or computer-aided design (CAD) format.

#### 400.20 Alternatives Evaluation and Technical Memorandum

The Consultant will conduct a comparative evaluation of the alternatives based on the process developed in Task 400.10 and the technical information provided in Tasks 200 and 300. The alternatives analysis will be documented in an Alternatives Analysis Report that will include the following:

- A description of the goals and objectives of the project.
- Discussion of existing site characteristics.
- Discussion of the alternatives evaluation process and performance of the alternatives.
- Description of the features of the alternatives and rationale for inclusion.
- Planning-level project costs and flood risk reduction benefits of alternatives.
- Anticipated permitting requirements and timelines of alternatives (based on Task 200.40).
- Potential habitat improvements associated with the alternatives.
- Fish passage ability of potential culvert replacement alternatives.
- Impacts to the community.
- Anticipated outcomes and benefits as a result of the project.
- Recommended actions.

The Alternatives Analysis Report will be subject to WLRD review and approval prior to submittal to the District in support of Gate 2.

#### Deliverables:

- Alternatives Analysis Report, identifying a preferred alternative (draft and final, PDF).
- Additional Gate 2 supporting documentation, as identified by the District and the Manual.

#### Task 500 Preliminary Design

The Consultant will prepare plans and estimates for the 30 percent design level for the selected alternative during the Gate 2 process, as approved by the District. Draft and final 30 percent design submittals and related documentation will be prepared under this task. Activities to be completed include the following:

- Conduct necessary analysis to support draft and final 30 percent design development (e.g., scour depths, drag and buoyant forces) and no-rise analysis.
- Prepare plans and profiles for stream channel improvements and modifications.

- Prepare plans and sections for new stream crossing structures.
- Prepare plans for stormwater and utility improvements/modifications.
- Prepare landscape/stream restoration plans.
- Prepare Surface Water Management technical approach and requirements memo.
- Prepare estimated final design, permitting, and construction costs. This will include appropriate risk contingencies.
- Identify specific permitting requirements for the selected alternative, based on the identified environmental documentation and permits from Task 200.40
- Develop a preliminary Basis of Design Report, subject to WLRD approval, documenting the following:
  - City floodplain or other applicable regulations.
  - Design elements and engineering criteria.
  - Anticipated outcomes and benefits as a result of the project.

Anticipated sheets produced for the 30 percent design include the following:

Cover (1)

Site Preparation and TESC (3)

Stream Culvert Plans and Sections (3)

Roadway and Drainage Improvement Plans and Profiles (3)

Channel Modification / Improvement Plans (4)

Pavement Markings and Signage (2)

#### Assumptions:

- All documents will be prepared in accordance with the Manual requirements.

#### Deliverables:

- Preliminary Basis of Design Report (draft and final, PDF).
- Surface Water Management Technical Approach Memo (draft and final, PDF).
- No-rise technical memorandum (draft and final, PDF).
- 30 percent plans (draft and final, PDF).
- 30 percent construction cost estimate (draft and final, PDF and native Excel files).
- Additional Gate 3 supporting documentation as identified by the District and the Manual.

#### Task 600 Stakeholder Coordination

The Consultant will coordinate directly with the City on stakeholder and/or public outreach. The Consultant will prepare materials to support outreach efforts, such as a website, online open houses, or an in-person presentation to the City Council. It is not anticipated that public outreach will be necessary because most

improvements will be within the current non-developed buffers of Ribary creek. However, early and continuous consultation with the Snoqualmie Tribe and WSDOT will be necessary as part of the conceptual and preliminary design.

**END OF SCOPE**



Client: City of North Bend, WA  
Project: Ribary Creek Assessment  
Project No: PRibaryCreek

					Burdened Rates:													
					Engineer I	Sr Consultant	Planner III	Sr Consultant	Sr Planner	Sr Consultant	Sr Engineer	Project Controls Specialist	Sr Project Accountant	Engineer III	Publications Supervisor	Engineer II	Sr Planner	Sr Engineer
					\$107.16	\$239.54	\$133.06	\$300.61	\$164.73	\$275.38	\$187.57	\$130.56	\$132.01	\$130.96	\$120.71	\$117.46	\$182.74	\$191.93
Task	SubTask	Description	Labor Dollars	Labor Hours														
100		Project Management and Coordination	\$35,928.64	164						100		40	24					
100	10	Project Management and Coordination	\$35,928.64	164						100		40	24					
200		Existing Conditions Data Collection	\$10,475.40	60	8	8			16	8				16				4
200	10	Topographic Survey	\$2,175.76	14	8					2								4
200	20	Critical Area Review	\$550.76	2						2								
200	30	Geotechnical	\$5,113.20	28		8				4				16				
200	40	Regulatory Requirements	\$2,635.68	16					16									
300		Hydraulic Analysis	\$12,024.40	40			40											
300	10	Hydrologic Analysis	\$2,404.88	8			8											
300	20	Hydraulic Analysis	\$2,404.88	8			8											
300	30	Geomorphic Assessment	\$4,809.76	16				16										
300	40	Technical Memorandum	\$2,404.88	8			8											
400		Alternatives Development and Analysis	\$30,385.44	144	40	16		24		40					8			16
400	10	Alternatives Development and Analysis	\$20,203.92	104	40	16		8		24								16
400	20	Alternatives Evaluation and Technical Memorandum	\$10,181.52	40				16		16					8			
500		Preliminary Design	\$103,819.34	652	180	60	40	16	32	32	24			48		90	40	90
500	10	Preliminary Design	\$103,819.34	652	180	60	40	16	32	32	24			48		90	40	90
600		Stakeholder Coordination	\$16,932.32	72		8	24	32		8								
600	10	Stakeholder Coordination	\$16,932.32	72		8	24	32		8								
Labor Totals:			\$209,565.54	1,132	228	92	64	112	48	188	24	40	24	64	8	90	40	110
Totals:			\$209,565.54		\$24,432.48	\$22,037.68	\$8,515.84	\$33,668.32	\$7,907.04	\$51,771.44	\$4,501.68	\$5,222.40	\$3,168.24	\$8,381.44	\$965.68	\$10,571.40	\$7,309.60	\$21,112.30
Subconsultants																		
Aspect Consulting, LLC	Task 200		\$21,735.00															
Axis Survey and Mapping	Task 200		\$13,200.00															
Tetra Tech, Inc.	Tasks 100.10, 300.50, 300.60		\$149,067.00															
Wetland Resources Inc	Task 200		\$5,400.00															
Subconsultant Subtotal			\$189,402.00															
3% Markup			\$5,682.06															
Subconsultants Total:			\$195,084.06															
Other Direct Expenses																		
Other Direct Costs (including mileage @ .585/mile)			\$200.00															
Other Direct Expenses Total:			\$200.00															
Project Total			\$404,849.60															

# Project Management Plan

<b>Job Number:</b>	999999	<b>Date Authorized:</b>	9/9/99
<b>Project Manager:</b>	RPK	<b>Budget:</b>	\$999,999.99
<b>ODC Markup:</b>	15%	<b>Target Completion Date:</b>	9/9/99
<b>Subconsultant Markup:</b>	15%	<b>Rate Schedule</b>	2022 Aspect Standard

### Task Budget Summary

Task #

## Steve Olling

---

**From:** Travis Bradley <travis@axismap.com>  
**Sent:** Tuesday, April 5, 2022 1:12 PM  
**To:** Steve Olling  
**Subject:** RE: North Bend - Ribary Creek (new project)  
**Attachments:** NB Ribary Creek PD SOW\_AXIS DRAFT.docx

Hi Steve,

That's not too much bigger than we had planned. The fee should be ok. Also, we will stitch all the mapping together.

Thank you,  
Travis

**W Travis Bradley, PLS, CFedS**  
**Surveyor, Principal**  
Phone: 425-823-5700 x316

---

**From:** Steve Olling <SOlling@parametrix.com>  
**Sent:** Tuesday, April 5, 2022 9:49 AM  
**To:** Travis Bradley <travis@axismap.com>  
**Subject:** RE: North Bend - Ribary Creek (new project)

Travis, I also expanded the survey area a bit in the I-90 area (see green areas). I don't know if that changes your fee or not

Steve

---

**From:** Steve Olling  
**Sent:** Tuesday, April 5, 2022 9:00 AM  
**To:** Travis Bradley <[travis@axismap.com](mailto:travis@axismap.com)>  
**Subject:** RE: North Bend - Ribary Creek (new project)

Travis, there was no attachment

Steve

---

**From:** Travis Bradley <[travis@axismap.com](mailto:travis@axismap.com)>  
**Sent:** Monday, April 4, 2022 4:34 PM  
**To:** Steve Olling <[SOlling@parametrix.com](mailto:SOlling@parametrix.com)>  
**Subject:** RE: North Bend - Ribary Creek (new project)

Hi Steve,

I took a stab at the scope for this project. Feel free to revise or add anything you think is necessary. For the cost to map the missing areas, update any changes, and combine the mapping, we'd be \$13,200.

Please let me know if you need anything else or have any questions.

Thank you,  
Travis

**W Travis Bradley, PLS, CFedS**  
**Surveyor, Principal**  
Phone: 425-823-5700 x316

---

**From:** Travis Bradley  
**Sent:** Monday, April 4, 2022 3:27 PM  
**To:** 'Steve Olling' <[SOlling@parametrix.com](mailto:SOlling@parametrix.com)>  
**Subject:** RE: North Bend - Ribary Creek (new project)

Hi Steve,  
Per our conversation, attached is an exhibit showing where we've mapped along Ribary and a copy of our mapping from 2020.

I'll put together a scope and fee for mapping the missing areas, and to mash all this information together. I think it's wise for us to also walk these areas to make sure that nothing has changed too much. I don't believe it has.

Travis

**W Travis Bradley, PLS, CFedS**  
**Surveyor, Principal**  
Phone: 425-823-5700 x316

---

**From:** Travis Bradley  
**Sent:** Monday, April 4, 2022 1:13 PM  
**To:** Steve Olling <[SOlling@parametrix.com](mailto:SOlling@parametrix.com)>  
**Subject:** RE: North Bend - Ribary Creek (new project)

Sorry I missed you Steve. Try me after 2:30. I have an appointment at 2.

Travis

**W Travis Bradley, PLS, CFedS**  
**Surveyor, Principal**  
Phone: 425-823-5700 x316

---

**From:** Steve Olling <[SOlling@parametrix.com](mailto:SOlling@parametrix.com)>  
**Sent:** Monday, April 4, 2022 12:49 PM  
**To:** Travis Bradley <[travis@axismap.com](mailto:travis@axismap.com)>  
**Subject:** RE: North Bend - Ribary Creek (new project)

Travis, I got your message, I will try calling you after 2pm

steve

---

**From:** Travis Bradley <[travis@axismap.com](mailto:travis@axismap.com)>  
**Sent:** Monday, April 4, 2022 10:34 AM  
**To:** Steve Olling <[SOlling@parametrix.com](mailto:SOlling@parametrix.com)>; Scott Brainard <[scott@wetlandresources.com](mailto:scott@wetlandresources.com)>; Scheller, Jerry <[Jerry.Scheller@tetrattech.com](mailto:Jerry.Scheller@tetrattech.com)>  
**Cc:** Don Proctor <[DProctor@parametrix.com](mailto:DProctor@parametrix.com)>; Moore, Matthew R <[Matthew.R.Moore@tetrattech.com](mailto:Matthew.R.Moore@tetrattech.com)>  
**Subject:** RE: North Bend - Ribary Creek (new project)

Hi Steve,  
Still working on this. I'll have something for you today.

Travis

**W Travis Bradley, PLS, CFedS**  
**Surveyor, Principal**  
Phone: 425-823-5700 x316

---

**From:** Steve Olling <[SOlling@parametrix.com](mailto:SOlling@parametrix.com)>  
**Sent:** Monday, April 4, 2022 10:19 AM  
**To:** Travis Bradley <[travis@axismap.com](mailto:travis@axismap.com)>; Scott Brainard <[scott@wetlandresources.com](mailto:scott@wetlandresources.com)>; Scheller, Jerry <[Jerry.Scheller@tetrattech.com](mailto:Jerry.Scheller@tetrattech.com)>  
**Cc:** Don Proctor <[DProctor@parametrix.com](mailto:DProctor@parametrix.com)>; Moore, Matthew R <[Matthew.R.Moore@tetrattech.com](mailto:Matthew.R.Moore@tetrattech.com)>  
**Subject:** RE: North Bend - Ribary Creek (new project)

Travis, do you have that proposal ready yet?

Scott, do you have an estimate for what you think you will need to look at the entire reach?

Jerry, I am working to add your scope you sent last week and then I will send the entire thing out to all for review.

I am trying to wrap this up this week.

Thanks,  
Steve

---

**From:** Travis Bradley <[travis@axismap.com](mailto:travis@axismap.com)>  
**Sent:** Wednesday, March 30, 2022 9:16 AM  
**To:** Scott Brainard <[scott@wetlandresources.com](mailto:scott@wetlandresources.com)>; Steve Olling <[SOlling@parametrix.com](mailto:SOlling@parametrix.com)>  
**Cc:** Don Proctor <[DProctor@parametrix.com](mailto:DProctor@parametrix.com)>; Scheller, Jerry <[Jerry.Scheller@tetrattech.com](mailto:Jerry.Scheller@tetrattech.com)>; Moore, Matthew R <[Matthew.R.Moore@tetrattech.com](mailto:Matthew.R.Moore@tetrattech.com)>  
**Subject:** RE: North Bend - Ribary Creek (new project)

Hi Steve,  
We previously mapped the section that Scott described (from Bendigo to Mt Si Blvd), but do not have any additional mapping between Mt Si and the freeway. We also have mapping heading north from Bendigo toward the Nintendo property.

I will get a proposal put together for this additional area and any updates of our existing mapping.

Thank you,  
Travis

**W Travis Bradley, PLS, CFedS**  
**Surveyor, Principal**  
Phone: 425-823-5700 x316

---

**From:** Scott Brainard <[scott@wetlandresources.com](mailto:scott@wetlandresources.com)>  
**Sent:** Wednesday, March 30, 2022 7:56 AM  
**To:** Steve Olling <[SOlling@parametrix.com](mailto:SOlling@parametrix.com)>  
**Cc:** Travis Bradley <[travis@axismap.com](mailto:travis@axismap.com)>; Don Proctor <[DProctor@parametrix.com](mailto:DProctor@parametrix.com)>; Scheller, Jerry <[Jerry.Scheller@tetrattech.com](mailto:Jerry.Scheller@tetrattech.com)>; Moore, Matthew R <[Matthew.R.Moore@tetrattech.com](mailto:Matthew.R.Moore@tetrattech.com)>  
**Subject:** Re: North Bend - Ribary Creek (new project)

Hi Steve,

It looks like we flagged the downstream 3/4 of this section early on in COVID. I don't see that we've ever seen any mapping and I suspect the flags are gone.

Travis - Do you have a survey of OHWM for the downstream section? If not, we'll scope the entire section.

Scott

On Mar 29, 2022, at 10:15 AM, Steve Olling <[SOlling@parametrix.com](mailto:SOlling@parametrix.com)> wrote:

Scott and Travis, we are working up a scope to do an alternatives analysis and 30% design for flood control improvements along Ribary creek. I attached the rough limits of the project along the creek. We will need good survey to support the design and hydraulics analysis (including creek thalweg and culvert inverts and sizes – some shoveling will be required!). We also need to flag and pick up the OHWM and any wetland areas near I-90 as I think the area north of South Fork Avenue has already been surveyed enough to support the levee setback project (Travis will need to verify if that was enough at that location).

So, with that, can you give me a lump sum estimate to do this work? I will use our past typical scope language for the survey and wetland/critical area identification from the South Fork Ave Extension project with some minor changes as needed for the location.

Is it possible to get a number by next Monday?

<image001.png>

**Steven Olling, P.E, PMP, ENV SP**

*he/him*

Senior Consultant

[206-394-3652](tel:206-394-3652) | direct

[206-669-3430](tel:206-669-3430) | mobile

<image002.png>

<image003.png> <image004.png> <image005.png>

<Ribary Creek Survey.pdf>



TETRA TECH

1420 Fifth Avenue, Suite 550  
Seattle WA 98101  
(206) 728-9655  
(206) 728-9670

CLIENT: Parametrix (City of North Bend)

PROJECT: Ribary Creek Assessment

P.D. No.: 100-WTR-P203072

Project No.:

Date: 4/12/2022

# Estimate of Professional Services

Phase Description	Project Manager II	Principal Hydraulic Engineer	Engineer VI	Engineer III	Engineer III	Engineer III	Geologist III	Engineer I	Sr. Admin	Admin	Totals	Labor	Expenses Mileage	Total Expenses	Task Totals
<b>Task 100 Project Management</b>															
100.1 Project Coordination	Scheller	Fullerton	Moore	Buescher	Maraghe	Reister	Bryant	Reed	Snyder						
	32							16	16		64	\$12,048			\$12,048
	32							16	16		64	\$12,048			\$12,048
<b>Task 300.10 Hydrologic Analysis</b>															
300.10.01 Prepare climate inputs	26				124						150	\$20,872			\$20,872
300.10.02 Calibrate Ribary Creek HSPF model	2				4						6	\$952			\$952
300.10.03 Compute flood-frequency and tributary return period	16				40						56	\$8,560			\$8,560
300.10.04 Develop existing condition inflow hydrographs	4				24						28	\$3,792			\$3,792
300.10.05 Develop future condition inflow hydrographs	2				32						34	\$4,256			\$4,256
	2				24						26	\$3,312			\$3,312
<b>Task 300.20 Hydraulic Analysis</b>															
300.20.01 Refine Ribary Creek reach of LBA HECRAS model	38	4	84				120				246	\$35,876	\$76	\$76	\$35,952
300.20.02 Assess existing hydraulic condition in Ribary Creek	4		12				16				32	\$4,516	\$76	\$76	\$4,592
300.20.03 Compute scour potential	4		16				24				44	\$5,976			\$5,976
300.20.04 Analyze three alternatives	2	4	16				22				22	\$4,064			\$4,064
300.20.05 Analyze three alternatives with one C/S implementation	16		24				60				100	\$13,836			\$13,836
300.20.06 Perform No-rise analysis for alternatives	8		8				12				28	\$4,428			\$4,428
	4		8				8				20	\$3,056			\$3,056
<b>Task 300.30 Geomorphic Assessment</b>															
300.30.01 Review existing information	10	16				96					122	\$18,656	\$114	\$114	\$18,770
300.30.02 Assess existing site geomorphology	2		4			8					10	\$1,488			\$1,488
300.30.03 Characterize future sediment inputs	2	4	16			32					38	\$5,552	\$114	\$114	\$5,666
300.30.04 Analyze three alternatives	2	4	24			16					22	\$3,536			\$3,536
300.30.05 Analyze recommended alternative with two C/S implementation	2	4	8			30					36	\$5,300			\$5,300
	2	4	8			10					16	\$2,780			\$2,780
<b>Task 300.40 Technical Memorandum</b>															
300.40.01 Prepare draft technical memorandum	44	12	64			64		16			200	\$33,568			\$33,568
300.40.02 Prepare final technical memorandum	32	8	48			48		16			152	\$25,088			\$25,088
	12	4	16			16					48	\$8,480			\$8,480
<b>Task 300.50 H&amp;H Support for Alternatives Analysis/Technical Memorandum</b>															
300.50.01 H&H Support for Alternatives Analysis/Technical Memorandum	16		24								40	\$7,656			\$7,656
	16		24								40	\$7,656			\$7,656
<b>Task 300.60 H&amp;H Support for Preliminary Design</b>															
300.60.01 Scour and Structure Stability Analysis	16	8	48	40			16				128	\$20,200			\$20,200
300.60.02 Conduct No-rise analysis and documentation	4	8	24								36	\$6,856			\$6,856
300.60.03 Draft and final SWM Memo	4		24				16				44	\$6,424			\$6,424
	8			40							48	\$6,920			\$6,920
<b>TOTAL HOURS</b>	182	40	220	40	124	160	152	16	16		950	\$148,876	\$191	\$191	\$149,067
<b>BILLING RATE</b>	\$240	\$260	\$159	\$125	\$118	\$126	\$103	\$141	\$132						
<b>SUBTOTAL</b>	\$43,680	\$10,400	\$34,980	\$5,000	\$14,632	\$20,160	\$15,656	\$2,256	\$2,112		\$148,876				\$149,067

Total Compensation \$149,067

June 7, 2022



April 4, 2022

Parametrix Inc. ("Owner")  
Attn: Steve Olling  
719 2<sup>nd</sup> Avenue, #200  
Seattle, WA 98104

**Re: Proposal for Critical Area Services – North Bend Ribary Creek between SW Mount Si Boulevard and Interstate 90**

*Wetland Resources, Inc.* ("Contractor") agrees to the following scope of work (the "Work") for the lineal site located between SW Mount Si Boulevard and the right-of-way of Interstate 90 in the city of North Bend, WA.

**Scope of Work**

1. Conduct a Field Delineation
2. Prepare a Determination Report

The above scope of work does not include a Critical Area Study, mitigation planning and/or a professional survey of flags. If additional services are deemed necessary, another proposal will be drafted.

**Fees**

*Wetland Resources, Inc.* charges \$180.00 per hour for a Principal, \$150.00 per hour for a Senior, \$140.00 per hour for an Associate, and \$80.00 per hour for a Technician. We estimate the total cost related to the aforementioned scope of services to be \$5,400.00. We will not exceed this estimate without prior approval.

**Payment Terms**

Progress invoices are mailed monthly with net payment due within 30 days of receipt. Where applicable, we will supply you with a draft copy of document(s) for your review and comments along with a final invoice. Document(s) will not be finalized or signed until full payment of any balance due has been collected. If this account is sent to collections, the Owner will pay reasonable attorney fees and costs of collection, whether or not a lawsuit is commenced.

**Standard of Care, Limitation of Liability, Hold Harmless**

The Work provided in accordance with this Agreement will conform to the prevailing standard of care employed by wetland ecologists in Washington at this time. No other warranty is made concerning the Work or the documents generated in accordance with this Agreement. Any other warranty or representation regarding the Work, whether expressed or implied, is hereby

disclaimed. No employee or agent of the Contractor has the authority to make warranties or representations regarding the Work that are different than stated in this Agreement. With regard to any claim or liability of Contractor arising out of or relating to this Agreement or the Work, it is agreed that the maximum claim is limited to refund of the portion of our fee which has been paid, plus an amount equal to our total fee estimate. It is understood and acknowledged that our fees are quoted and negotiated based on our reliance on this liability limitation, which is therefore a material part of this Agreement. The Owner agrees to indemnify, defend and hold harmless the Contractor for any claims, lawsuits or liability arising out of or relating to this Agreement or the Work, except to the extent arising from the negligence or breach of this Agreement by the Contractor.

If you are in agreement with this proposal, please sign, date, and return a copy. This Agreement will be honored if executed and delivered back to the Contractor within 30 days from the date of this Agreement, after which it will be null and void. We will schedule work for this project upon receipt of the signed Agreement. We look forward to working with you on this project.

*Wetland Resources, Inc.*



Scott Brainard, Principal

Agreed to:

\_\_\_\_\_  
Signature of Authorized Agent for Owner

Date: \_\_\_\_\_

\_\_\_\_\_  
Agent's Printed Name and Title





## City Council Agenda Bill

SUBJECT:		Agenda Date: June 7, 2022		AB22-072
<b>Motion Authorizing Change Order #6 with McClure and Sons, Inc. for the Wastewater Treatment Plant High Priority Improvements Project Phase I</b>		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Dawn Masko		
		Comm. & Economic Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: (\$105,240.02)		Public Works – Mark Rigos, P.E.		X
Fund Source: Sewer Operating				
Timeline: Immediate				
<b>Attachments:</b> Change Order #6				
<p><b>SUMMARY STATEMENT:</b></p> <p>On March 19, 2019 the City Council awarded the Wastewater Treatment Plant (WWTP) High Priority Improvements (HPI) Phase I project to McClure and Sons, Inc. (MSI) of Mill Creek, WA. Construction commenced May 17, 2019. The following Change Orders (CO) have occurred to date:</p> <ul style="list-style-type: none"> <li>• CO #1 was approved on October 1, 2019 and consisted of additional unsuitable excavation materials, structural reinforcing for the ultra-violet (UV) underslab piping, chemical storage tanks, and materials on hand.</li> <li>• CO #2 was approved on February 4, 2020 and consisted of a change to working days definition, re-routing of wires, adding additional conduit, and changing the approved flow meter manufacturer.</li> <li>• CO #3 was approved on March 3, 2020 and consisted of portions of a chemical addition system for pH and phosphorus control.</li> <li>• CO #4 was approved on May 5, 2020 and consisted of adding a pressure transmitter to manhole 4, adding additional chemical piping, modifying mixed liquor test pressures, substituting carbon steel for stainless steel bolts on select piping systems, a defect in the pan decking for the UV building mezzanine, elimination of waterstop on select pipes in the UV building, and installing a grab sample system on effluent piping.</li> <li>• CO #5 was approved on December 1, 2020 and consisted of modifying the light mounting at Clarifiers 3 and 4, deleting an 18" mixed liquor connection, installing a pressure safety valve for the WWTP washwater system, installing junction boxes for connection of the existing automated samplers, adding additional intrinsically safe loop powered barriers, deletion of some testing documentation, adding check valves in the mixed liquor pump station, installing an owner furnished light in the UV building, installing an emergency eye wash station near the chemical fill stations, and replacement of a damaged manhole.</li> </ul> <p>Proposed CO #6 consists of the following elements:</p> <ol style="list-style-type: none"> <li>1. <b>End Caps for Existing Hand Rail at Temperature Equalization Storage Tanks</b> – The original WWTP steel safety railing was to be modified as part of the contract. End treatments for the cut ends of the existing railing were not included in the original contract. This item adds these end treatments to mitigate sharp edges. Total cost is \$993.29 plus tax.</li> <li>2. <b>Cut and Re-Weld Clarifier #3 Mechanism</b> – The original mechanism in Clarifier #3 proved to be sound enough for re-use. While disassembling the mechanism, MSI found that several of the pieces had been field welded and would require field welding upon reassembly. This was not known during the bidding period. Total cost is \$12,296.42 plus tax.</li> </ol>				

## City Council Agenda Bill

3. **Clarifier #3 Scum Scraper Repair** – While disassembling the Clarifier #3 mechanism, damage was found to the scum scraper mechanism. MSI needed to demolish and reconstruct a portion of the scraper mechanism to ensure proper operation. Total cost is \$7,907.40 plus tax.
4. **Abandonment of Existing RAS/WAS Wet Well and Scum Vaults on Clarifier #3** – These vaults were part of the original clarifier and were unable to be re-used. To prevent issues with stagnant rainwater collection in these vaults, this change will fill them with sand and cap them with concrete. This was not included in original scope. Total cost is \$7,643.84 plus tax.
5. **Abandonment of Clarifier #3 RAS/WAS Valve Vault** – Similar to the previous item, this vault was unable to be re-used and if left would create a water hazard. This item will fill this vault with sand and cap it with concrete. Total cost is \$5,269.21 plus tax.
6. **Manufacturer's Startup and Testing Services for Clarifier #3 Drive Mechanism** – The original scope provided for either re-using the existing mechanism in Clarifier #3 or replacing with new if it was too damaged for re-use. After inspection, the mechanism was found to be sound enough for re-use, however, the original scope did not include startup services to ensure the mechanism was operating as designed after reassembly. This item adds those services. Total cost is \$5,740.94 plus tax.
7. **Replacement of Clarifier #3 Floor Squeegees** – Inspection of the existing mechanism showed substantial damage to the stainless steel floor squeegees that direct sludge to the center of the clarifier. MSI will supply and install new squeegees. Total cost is \$1,269.89 plus tax.
8. **Delete Chain Link Fencing and Landscaping** - Much of the fencing and landscaping that was to be installed would need to be removed and replaced during Phase II construction. In an effort to avoid paying for the same work twice, this work was deleted from Phase I scope and added to Phase II scope. Total cost *savings* is \$15,996.00 plus tax.
9. **Clarifier #3 Hardware** – While disassembling the Clarifier #3 mechanism, MSI noted that the vast majority of the nuts and bolts were too damaged to re-use. This item will provide for new stainless steel hardware for the clarifier mechanism. Total cost is \$1,079.09 plus tax.
10. **Clarifier #3 Sludge Drum Manifold Ring** – During disassembly of the clarifier mechanism, MSI noted the existing sludge drum sealing mechanism was too worn for re-use. This item adds a replacement sealing mechanism to ensure proper operation of the clarifier. Total cost is \$7,609.14 plus tax.
11. **Delete Level Transmitter for Oxidation Ditch Weir Gate** – The original scope included adding a level sensor to the oxidation ditch outfall weir gate that would communicate with SCADA. Because that work would be demolished in Phase II, this scope was removed from the project. Total cost *savings* is \$2,000.00 plus tax.
12. **Modification of Sodium Hypochlorite Suction Piping and Tank Vent** – Modifications that were made to the UV Building prior to construction of this chemical feed system resulted in changes that inhibited the proper operation of this system. As such, the piping and venting need to be modified to ensure proper operation. Total cost is \$4,606.30 plus tax.
13. **Deletion of New Clarifier #3 Mechanism** – The original scope included replacement of the Clarifier #3 mechanism, however, inspection of the existing mechanism found that it was sound enough for re-use with some relatively minor repair work. This item will delete the replacement mechanism from the scope of work. Total cost *savings* is \$133,000.00.

An additional 109 working days is proposed by CO #6 and total cost savings of above items is \$96,550.48 without tax, or \$105,240.02, including tax. The additional working days are necessary to complete the added work as well as providing some relief due to supply chain difficulties caused by COVID-19. Approval of CO #6 would have the following impact on the project budget and schedule:

Item	Cost	Working Days
Original Contract	\$8,938,403.10	300

## City Council Agenda Bill

Change Order #1	\$89,316.62	19
Change Order #2	\$29,082.84	5
Change Order #3	\$148,082.22	80
Change Order #4	\$5,545.19	0
Change Order #5	\$45,243.59	67
Change Order #6	\$-105,240.02	109
<b>Total Revised</b>	<b>\$9,150,433.54</b>	<b>580</b>

City staff recommend CO #6 be approved.

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 May 24, 2022 and recommended approval and placement on Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-072, authorizing Change Order No. 6 with McClure and Sons, Inc. for the Wastewater Treatment Plant High Priority Improvements Project Phase I, in a form and content acceptable to the City Attorney, in an amount of \$-105,240.02 (savings), including tax.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 7, 2022		



**CHANGE ORDER**

<b>Project Title</b>	WWTP High Priority Improvements		
<b>Owner</b>	City of North Bend	<b>Contractor Name</b>	McClure & Sons, Inc.
<b>Change Order No.</b>	6	<b>Contractor Address</b>	15714 County Club Drive Mill Creek, WA 98012
<b>Change Order Date</b>	April 22, 2022		
<b>G&amp;O No.</b>	18681/19509		

---

The following changes are hereby made to the Contract Documents:

**SCHEDULE A: BASE BID****ITEM 1: End Caps for Existing Handrail at Temperature Equalization Storage Tanks**  
(MSI COP No. 14)

Furnish and install drive-type steel end caps on cut ends of existing steel handrail at the two temperature equalization storage tanks.

The lump sum cost for this work is: ..... \$993.29

**Working Days:** 0 working days are added to the Substantial Completion and Physical Completion Contract Times.

**Justification:** End caps were not specifically shown on contract drawings but provide added value to prevent personal injury and water from entering and corroding the handrail.

**ITEM 2: Clarifier 3 Cut Rake Arms to Remove Mechanism and Weld after Painting and Reinstallation** (MSI COP No. 32)

Provide cutting of the welded sections of the existing clarifier rake arm truss assembly and at the attachment locations of the clarifier rake arms to the center drive cage and provide reassembly welding of the rake arm truss sections after painting and the paint touch-up in areas affected by welding.

The lump sum cost for this work is: ..... \$12,296.42

**Working Days:** 14 working days are added to the Substantial Completion and Physical Completion Contract Times.

**Justification:** This additional work is the result of unknown site conditions as the existing Clarifier 3 O&M drawings did not show welded connections and the contractor anticipated these components to be bolted as was the case for the new Clarifier 4 mechanism.

**ITEM 3: Clarifier 3 Scum Scraper Repair (MSI COP No. 34)**

Remove damaged structural steel components of Clarifier 3 sludge scraper mechanism and scum collection box and fabricate replacement components with new materials including stainless steel hardware.

The lump sum cost for this work is: ..... \$7,907.40

**Working Days:** 14 working days are added to the Substantial Completion and Physical Completion Contract Times.

**Justification:** This additional work is the result of unknown site conditions as the components were not know to be damaged until the clarifier was brought off-line during construction after the new clarifier was constructed and operational.

**ITEM 4: Abandonment of Existing RAS/WAS Wet Well and Scum Vaults on Clarifier 3 (MSI COP No. 35)**

Provide for permanent abandonment of the existing RAS/WAS wet well and Scum vault on Clarifier 3 by removing existing hatches and grating, filling structures with clean sand and constructing a reinforced concrete slab to cover the opening where hatches and grating were installed.

The lump sum cost for this work is: ..... \$7,643.84

**Working Days:** 3 working days are added to the Substantial Completion and Physical Completion Contract Times.

**Justification:** This additional work provides added value to the City by eliminating the need to dewater the vaults periodically to remove water due to precipitation, eliminating vector propagation, and eliminating an additional confined space and fall hazards from the site.

**ITEM 5: Abandonment of RAS/WAS Valve Vault. (MSI COP No. 36)**

Provide for permanent abandonment of the existing RAS/WAS valve vault Clarifier 3 by removing existing hatches and filling the vault with clean sand and constructing a reinforced concrete slab to cover the opening where hatches and grating were installed.

The lump sum cost for this work is: ..... \$5,269.21

**Working Days:** 3 working days are added to the Substantial Completion and Physical Completion Contract Times.

**Justification:** This additional work provides added value to the City by eliminating the need to dewater the vault periodically to remove accumulated water due to precipitation, eliminating vector propagation, and eliminating an additional confined space and a fall hazard from the site.

**ITEM 6: Manufacturer’s Startup and Testing Services for Clarifier 3 Drive Mechanism**  
**(MSI COP No. 37)**

Provide startup and testing services for the installation of the new clarifier drive mechanism furnished to Contractor for installation as part of the original contract. Services to be provided by the equipment manufacturer includes: static torque testing of the refurbished sludge scraper mechanism, inspection of refurbished scraper mechanism drive cage, stilling well, energy dissipation baffle, center column, new primary gear drives and setting of torque switches and making adjustments to the installation.

The lump sum cost for this work is: ..... \$5,740.94

**Working Days:** 0 working days are added to the Substantial Completion and Physical Completion Contract Times.

**Justification:** The additional work is at the request of the City to assure that the equipment is installed in accordance with the manufacturer’s recommendations. The City declined the field services when the City pre-purchased the equipment and the services were not included in the construction contract documents. The proposed services provide added value to the City and provide added assurance that the equipment will operate and perform in accordance with the manufacturers design and meet the performance specified in the original 1997 technical specification for the full assembled and installed clarifier mechanism.

**ITEM 7: Replacement of Clarifier Floor Squeegees (MSI COP No. 38)**

Provide and install new stainless steel floor squeegee on spiral scraper sludge collection arms of existing Clarifier 3 to replace the original squeegees.

The lump sum cost for this work is: ..... \$1,269.89

**Working Days:** 5 working days are added to the Substantial Completion and Physical Completion Contract Times.

**Justification:** This additional work is the result of unknown site conditions as the components were not know to be damaged until the clarifier was brought off-line during construction after the new clarifier was constructed and operational.

**ITEM 8: Delete Supply and Installation of New Chain Link Fence and Gates and Landscaping**  
**(MSI COP No. 39)**

Delete the supply and installation of new chain-link perimeter fence and gates for the project and delete the grass restoration including top soil import, hydro-seeding and care maintenance of the areas disturbed during construction. In addition, delete the work to remove the silt fence and installed at the perimeter of the site. This item also provides for transfer of the contractor lease agreement with the temporary construction fence supplier to the City. The City will assume the financial responsibility for the fence lease on or about July 1, 2021.

The lump sum cost for this work is: .....(\$15,966.00)

**Working Days:** 0 working days are added to the Substantial Completion and Physical Completion Contract Times.

**Justification:** The deductive work is at the request of the City to accommodate the Phase 2 construction project and reduce the combined construction costs of both projects.

**ITEM 9: Clarifier 3 Hardware (MSI COP No. 40)**

Supply and install new bolting hardware for existing Clarifier 3 mechanism rehabilitation.

The lump sum cost for this work is: ..... \$1,079.09

**Working Days:** 0 working days are added to the Substantial Completion and Physical Completion Contract Times.

**Justification:** This additional work is the result of unknown site conditions as the components were not know to be excessively corroded until the clarifier was brought off-line during construction after the new clarifier was constructed and operational.

**ITEM 10: Clarifier 3 Sludge Drum Manifold Ring (MSI COP No. 42)**

Supply and install a custom sliding sealing ring to replace the original sludge drum manifold seal.

The lump sum cost for this work is: ..... \$7,609.14

**Working Days:** 60 working days are added to the Substantial Completion and Physical Completion Contract Times.

**Justification:** The additional work is at the request of the City as the new seal is designed to accommodate the eccentricity caused by slight bend in the existing clarifier mechanism center drive cage which was unknown until the clarifier was brought off-line during construction after the new clarifier was constructed and operational.

**ITEM 11: Delete Level Transmitter for Oxidation Ditch Weir Gate (MSI COP No. 44)**

Delete the work to furnish, install, calibrate and test the level transmitter for the oxidation ditch outlet weir gate and add the work to install a termination box at the end of the new instrument conduit and preserve new conductors already installed in the new raceway between the oxidation ditch and PCP 500.

The lump sum cost for this work is: ..... (\$2,000.00)

**Working Days:** 0 working days are added to the Substantial Completion and Physical Completion Contract Times.

**Justification:** The deductive work provides added value to the Owner because the gate level transmitter for the oxidation ditch weir will not be needed when the oxidation ditch is converted to an aerobic digestion process as part of the Phase 2 project that is under construction.

**ITEM 12: Modification of Sodium Hypochlorite Suction Piping and Tank Vent**  
**(MSI COP No. 45r)**

Supply and install additional piping components to provide a continuous rise in the sodium hypochlorite suction piping to prevent the accumulation of gas released from the sodium hypochlorite during conveyance that would otherwise lead to gas binding of the dosing pump and interrupt flow of chemical disinfectant to the 3W water system. The application of sodium hypochlorite is provided to enhance the disinfection of the plant effluent that is used for the plant washwater system.

The lump sum cost for this work is: ..... \$4,606.30

**Working Days:** 10 working days are added to the Substantial Completion and Physical Completion Contract Times.

**Justification:** The additional work provides added value to the Owner to prevent gas-binding of the sodium hypochlorite dosing system, which provides a secondary and backup disinfection system to protect City personnel from possible bacteriological, viral, protozoan and other pathogens that may remain in the plant effluent after UV disinfection.

**ITEM 13: Deletion of New Clarifier Mechanism for Clarifier 3 (Additive Item 1)**

Delete the work associated with Additive Item 1 from the contract and restore the base bid requirement to remove the existing clarifier mechanism from Clarifier 3 and to clean, prepare the surface, paint, and reinstall the existing clarifier mechanism. This item does not change the Contractor's responsibility for installing the City furnished new gear drives and contractor furnished center drive cage extension. This item also includes the Contractor's cost for preparing fabrication drawings for a replacement clarifier mechanism, which was negotiated several months in advance of completing the inspection of the existing clarifier 3 mechanism so production of a new clarifier mechanism could be expedited if the existing clarifier mechanism was determined to be damaged beyond cost effective repair. The cost credit for this item is equal to the bid price for Additive Item 1 minus the cost of preparing and submitting the shop drawings for the new clarifier mechanism (\$150,000 – \$17,000 = \$133,000)

The lump sum cost for this work is: .....(\$133,000.00)

**Working Days:** 0 working days are added to the Substantial Completion and Physical Completion Contract Times. The number of working days was not adjusted due to the deletion of the Additive Item and working days associated with rehabilitation of the clarifier are accounted for in the working days associated with reach individual item required for rehabilitation of the mechanism as noted above

**Justification:** The deductive work is at the request of the City based on an engineering conditional assessment of the existing clarifier mechanism when the clarifier was brought off-line during construction after the new clarifier was constructed and operational.

## CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):..... \$8,207,900.00  
 Current Contract Amount, as adjusted by previous change orders: ..... \$8,499,734.08  
 The Contract Amount due to this Change Order will be decreased by: ..... (\$96,550.48)  
 The new Contract Amount (without tax) due to this Change Order will be:..... \$8,403,183.60

## CHANGE TO CONTRACT TIME

This change order increases the number of working a days for substantial completion and physical completion by 109 working days each. Changes to the contract time for each of the Work Elements shall be as follows:

The Substantial Completion Contract Time for the Work Element – UV Building and Clarifier 4 with the ancillary items shall be increased from 361 working days to 470 working days

The Substantial Completion Contract Time for the Work Element – Rehabilitation of Clarifier 3 and ancillaries shall be increased from 421 working days to 530 working days.

The Substantial Completion Contract Time for the Work Element – Site Stormwater system and ancillaries and all other work elements shall be increased from 441 working days to 550 working days

The Substantial Completion Contract Time for the Work Element – Additive Item 1 shall be of no effect with acceptance of this changed order since this option deletes from the contract by this change order.

The Physical Completion Contract Time for the All Work shall be increased from 471 working days to 580 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

**GRAY & OSBORNE, INC.**  
**(RECOMMENDED)**

**MCCLURE & SONS, INC.**  
**(ACCEPTED)**

**CITY OF NORTH BEND**  
**(ACCEPTED)**

  
 Digitally signed by Jon Varriano  
 DN: cn=Jon Varriano, o, ou,  
 email=inga@mcclureandsons.com,  
 c=US  
 Date: 2022.05.06 11:39:25 -0700

Date 5/6/2022

Date 5/6/2022

Date \_\_\_\_\_



## City Council Agenda Bill

SUBJECT:		Agenda Date: June 7, 2022		AB22-073
<b>Motion Authorizing On-Call Professional Services Contract with Quality Controls Corporation, Inc.</b>		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Dawn Masko		
		Comm. & Economic Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: N/A		Public Works – Mark Rigos, P.E.		X
Fund Source: Varies				
Timeline: Immediate				
<b>Attachments:</b> Scope & Fee				
<p><b>SUMMARY STATEMENT:</b></p> <p>Currently the City of North Bend does not have an on-call System Integrator that can maintain, troubleshoot, and repair instrumentation and control problems and complete minor Programmable Logic Controller (PLC) programming modifications at important public facilities including the Wastewater Treatment Plant (WWTP), Mt. Si Springs, Centennial Well, sewer lift stations, Hobo Springs mitigation sites and other city facilities.</p> <p>The City does not own the PLC programming software utilized at the City's new wastewater facility, Cedar Landing Lift Station and Hobo Springs mitigation sites. However, the Supervisory Control and Data Acquisition (SCADA) communications system has been designed to allow secure remote access that can be used to remote program PLC's, Operator Interface Units and Variable Frequency Drives (VFD) at these facilities. The on-call Integrator does not have to be physically onsite to perform these programming services, eliminating costly travel expenses and scheduling issues. Additionally, this remote programming ensures timely resolution and remote troubleshooting of programming related issues.</p> <p>Quality Controls Corporation, Inc (QCC) has been the Systems Integrator and programmer for several of the City's recent projects including Hobo Springs communications upgrade, Cedar Landing Sewer Lift Station, and the WWTP High Priority Improvements Phases I and II and City staff has found them to be exceptional in their work. Since QCC wrote the original programs at these sites, they are very familiar with the City's systems and respond to requests for assistance in a very timely manner. Staff recommends the City contract with QCC for engineering services for maintenance and operational support of the water and wastewater systems to include:</p> <ol style="list-style-type: none"> <li>Providing on demand engineering, programming, and instrumentation maintenance services for system maintenance and emergency troubleshooting/repair support.</li> <li>Planning and project development support for capital improvement projects as requested, including technical specification development and cost budgeting services.</li> </ol> <p>Costs for this contract will be controlled by using a work order system in which no work is to be done until the work has been quoted by QCC and a properly executed work order has been issued. Costs are not anticipated to exceed \$15,000 in a typical year.</p>				
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.				
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was reviewed during the City's Transportation and Public Works Committee meeting on May 24, 2022 and was recommended for approval and placement on the Consent Agenda.				

## City Council Agenda Bill

RECOMMENDED ACTION: <b>MOTION to approve AB22-073, authorizing an on-call professional services contract with Quality Controls Corporation, Inc., in a form and content acceptable to the City Attorney.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 7, 2022		



## Engineering Support Services Scope and Fee

May 18, 2022

Project Number: P0020

To:

City of North Bend  
Chris Cote

Project:

SCADA, Instrumentation & Control System Engineering Support Services

Thank you very much for the opportunity to provide a scope of work and services for the City of North Bend control and SCADA systems. QCC's proposal is based on providing on-call and/or on-demand engineering services to support the city in maintaining, repairing, and improving their existing and/or future control and SCADA systems.

Please call me with any technical questions or questions concerning the pricing for this proposal.

Sincerely,

A handwritten signature in blue ink that reads 'James T. Cross'.

James Cross  
Vice President

5015 – 208<sup>th</sup> Street S.W. Unit 1B

Phone: 425.778.8280

Email: [JamesC@Quality-Controls.com](mailto:JamesC@Quality-Controls.com)

Lynnwood, Washington 98036

Fax: 425.778.4541

## Scope of Work

1. **Engineering services for maintenance and operational support of the Water & Wastewater Systems.** Service may include:
  - a. Providing on demand engineering, programming, and instrumentation maintenance services for system maintenance and emergency troubleshooting/repair support.
  - b. Planning and project development support for capital improvement projects as requested, including technical specification development and cost budgeting services.

Services are provided on a T&M basis based on QCC's current labor rates. Current rate sheet provided for reference.

### Labor Rates:

Labor will be billed at the rates indicated in the current "Quality Controls Corporation Labor Rates". in effect per the current "On Call Services Contract".



**2022 Labor and Services Rates**

Standard Service Rates:

Project Manager:	\$170.00 / hr.
Senior Controls Engineer:	\$180.00/ hr.
Controls Engineer:	\$170.00 / hr.
Instrument/Controls Technician:	\$120.00 / hr.
Panel Fabricator:	\$85.00 / hr.
Documentation & Clerical:	\$65.00 / hr.

The above Rates apply during normal business hours:

- Monday through Friday 7:00 a.m. to 5:00 p.m.

Time and a half rates (1.5 x Standard Rate) apply when:

- Service hours are provided by an employee exceeding 8 hours worked within a normal business day, or
- Service hours are provided by an employee exceeding 40 hours worked within the normal business week

Double time (2.0 x Rate) applies when:

- Service hours are worked on weekends and holidays, or
- Emergency Service is requested to be performed within 24 hours and outside normal business hours.
  - Note- Emergency Services are subject to a 2-hour minimum service charge.

Other Expenses:

Travel time is billed portal-to-portal at the rate in effect at the time of travel. Mileage and meal expenses are included in the hourly rate. Materials shall be invoiced at actual costs plus 15% markup.





## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: June 7, 2022</b>		<b>AB22-074</b>	
<b>An Ordinance Adopting NBMC Chapter 20.11 Relating to the Termination of Land Use Applications</b>		Department/Committee/Individual			
		Mayor Rob McFarland			
		City Administrator – David Miller			
		City Attorney – Lisa Marshall			
		City Clerk – Susie Oppedal			
		Administrative Services – Dawn Masko			
		Comm. & Economic Development – Rebecca Deming		X	
		Finance – Richard Gould			
Fund Source: N/A		Public Works – Mark Rigos			
Cost Impact: N/A					
Timeline: Immediate					
<b>Attachments:</b> Ordinance, Staff Report & Planning Commission Recommendation					
<p><b>SUMMARY STATEMENT:</b></p> <p>The City of North Bend is proposing adding North Bend Municipal Code (NBMC) Chapter 20.11 Termination of Land Use Applications for the process on applications that are abandoned, or when applicants are non-responsive.</p> <p>The proposed NBMC Chapter 20.11 Termination of Processing of Land Use Applications is proposed as follows:</p> <p><b>Termination of processing of land use applications</b></p> <p>Applications for a development permit as defined by NBMC 20.01.002.C or a land development proposal as defined by NBMC 20.01.002.D (hereafter “Land Use Applications”) shall be closed and the City will terminate the processing of Land Use Applications when an applicant fails to submit additional information, revisions, or corrections as requested by the Department of Community &amp; Economic Development (“Department”) within 180 calendar days from the date of the Department’s written request for additional information, revisions or corrections. The Director may extend the response period beyond 180 days if within that time period the applicant provides and subsequently adheres to a schedule approved by the Director setting forth deadlines for submitting complete revisions, corrections, or other requested information.</p> <p><b>New application required</b></p> <p>If the Director terminates the processing of a Land Use Application pursuant to NBMC 20.11.010, an applicant may reinitiate review by the Department only by submitting a new Land Use Application consistent with the provisions contained in the NBMC in effect at the time of resubmittal.</p>					
<p><b>APPLICABLE BRAND GUIDELINES:</b> Design Guidelines and Sustainable and Managed Growth</p>					
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Community and Economic Development Committee reviewed this item at their May 17, 2022 meeting and recommended approval on the Consent Agenda.</p>					
<p><b>RECOMMENDED ACTION: MOTION to approve AB22-074, an ordinance adopting NBMC Chapter 20.11 Termination of Processing of Land Use Applications, as a first and final reading.</b></p>					
<b>RECORD OF COUNCIL ACTION</b>					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
March 1, 2022					



## ORDINANCE

### **AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING A NEW CHAPTER 20.11 OF THE NORTH BEND MUNICIPAL CODE RELATING TO THE TERMINATION OF PROCESSING OF APPLICATIONS FOR DEVELOPMENT PERMITS AND LAND DEVELOPMENT PROPOSALS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the City desires to promote an efficient and predictable process for the City's review of applications for development permits and land development proposals; and

**WHEREAS**, the City finds that applications for development permits and land development proposals that are incomplete, contain errors, or prevent the City from timely processing such applications should be corrected or supplemented within a 180-day time period from the date of notification by the City of the need to correct or supplement an application in order for the application to remain vested in land use controls in effect as of the date of the filing of a complete application; and

**WHEREAS**, the City finds that a period of 180 calendar days is a sufficient time period within which an applicant for a development permit or land development proposal can correct or supplement an application upon request by the Department of Community & Economic Development; and

**WHEREAS**, this Ordinance shall apply to Land Use Applications submitted prior to the passage of this Ordinance; however, the 180-day time period shall not be applied retroactively and day 1 of the 180 day-period shall begin on the Effective Date set forth in Section 3;

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

**Section 1. New NBMC Chapter 20.11, Termination of Processing of Land Use Applications, Adopted:** A new North Bend Municipal Code Chapter 20.11, to be entitled "Termination of Processing of Land Use Applications," is adopted to read as follows:

#### **20.11.010 Termination of processing of land use applications**

Applications for a development permit as defined by NBMC 20.01.002.C or a land development proposal as defined by NBMC 20.01.002.D (hereafter "Land Use Applications")

shall be closed and the City will terminate the processing of Land Use Applications when an applicant fails to submit additional information, revisions, or corrections as requested by the Department of Community & Economic Development (“Department”) within 180 calendar days from the date of the Department’s written request for additional information, revisions or corrections. The Director may extend the response period beyond 180 days if within that time period the applicant provides and subsequently adheres to a schedule approved by the Director setting forth deadlines for submitting complete revisions, corrections, or other requested information.

**20.11.020 New application required**

If the Director terminates the processing of a Land Use Application pursuant to NBMC 20.11.010, an applicant may reinitiate review by the Department only by submitting a new Land Use Application consistent with the provisions contained in the NBMC in effect at the time of resubmittal.

**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 7<sup>TH</sup> DAY OF JUNE, 2022.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

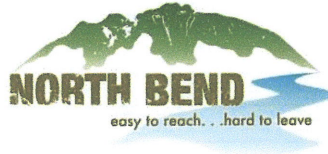
\_\_\_\_\_  
**Rob McFarland, Mayor**

\_\_\_\_\_  
**Lisa Marshall, City Attorney**

**ATTEST/AUTHENTICATED:**

Published:  
Effective:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**



**Staff Report and Planning Commission Recommendation  
To Add Municipal Code Chapter 20.11 Termination of Land Use Applications**

**Meeting Date:** April 28, 2022

**Proponent:** City of North Bend

**Staff Recommendation:** A Motion to recommend City Council approval of the proposed Ordinance adding NBMC Chapter 20.11 Termination of Land Use Applications.

**I. Purpose of Proposed Municipal Code Amendments:**

The City of North Bend is proposing adding North Bend Municipal Code Chapter 20.11 Termination of Land Use Applications for the process on applications that are abandoned, or when applicants are non-responsive.

**II. Proposed Amendments**

**1. Chapter 20.11 Termination of Land Use Applications:**

**Section 1. New NBMC Chapter 20.11, Termination of Processing of Land Use Applications,**

**Adopted:** A new North Bend Municipal Code Chapter 20.11, to be entitled "Termination of Processing of Land Use Applications," is adopted to read as follows:

**20.11.010 Termination of processing of land use applications**

Applications for a development permit as defined by NBMC 20.01.002.C or a land development proposal as defined by NBMC 20.01.002.D (hereafter "Land Use Applications") shall be closed and the City will terminate the processing of Land Use Applications when an applicant fails to submit additional information, revisions, or corrections as requested by the Department of Community Development ("Department") within 180 calendar days from the date of the Department's written request for additional information, revisions or corrections. The Director may extend the response period beyond 180 days if within that time period the applicant provides and subsequently adheres to a schedule approved by the Director setting forth deadlines for submitting complete revisions, corrections, or other requested information.

**20.11.020 New application required**

If the Director terminates the processing of a Land Use Application pursuant to NBMC 20.11.010, an applicant may reinitiate review by the Department only by submitting a new Land Use Application consistent with the provisions contained in the NBMC in effect at the time of resubmittal. ~~Any new Land Use Application submitted pursuant to this Section shall vest to the NBMC in effect at the time of the new submittal.~~

**IV. Impacts of Proposed Amendment**

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

- 1) **Environmental Impacts.** No environmental impacts are anticipated from the amendment.
- 2) **Economic Impacts.** If a project is abandoned, the applicant will have to meet the requirements in place at time of re-application.
- 3) **Cultural Impacts.** No cultural impacts are anticipated from the amendments.
- 4) **Impacts to Surrounding Properties.** The proposed changes protect the integrity of surrounding uses by incorporating requirements equally.

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

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

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

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

**VII. Planning Commission Findings and Analysis**

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

1. Is the issue already adequately addressed in the Comprehensive Plan?  
*The Comprehensive Plan does not address the proposed amendment.*
2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?  
*Yes. The proposed change protects projects from being vested without activity and a process for abandoned applications.*
3. Is the proposed change the best means for meeting the identified public need?

*Unknown. The proposed amendments clarify application requirements.*

4. Will the proposed change result in a net benefit to the community?

*Yes. The proposed codes amendments ensure projects meet required vesting at time of re-application if an applicant is non-responsive on initial review.*

**VIII. Summary Findings:**

1. The Planning Commission considered the proposed amendments on the draft regulations at their April 28, 2022 meeting.
2. Following consideration of public comment received at the April 28, 2022 meeting, the Planning Commission voted to approve the draft amendments.
3. The proposed amendments are consistent with the procedures established in NBMC 20.08, *Comprehensive Plan and Development Regulations Amendment Procedures*. The Planning Commission finds that the proposed amendments are consistent with the criteria in NBMC 20.08.100(B) and would result in a net benefit to the community.

**Staff Recommendation:**

Based on the findings above and pending consideration of public input to be provided, staff recommends approval of the draft regulations as amended herein.




Rebecca Deming, CED Director

4/28/2022

Date

**Planning Commission Recommendation**

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



Planning Commission Chair

4/28/2022

Date





## City Council Agenda Bill

SUBJECT:		Agenda Date: June 7, 2022		AB22-075	
<b>Motion Authorizing Interlocal Agreement for Climate Collaboration</b>		Department/Committee/Individual			
		Mayor Rob McFarland			
		City Administrator – David Miller			
		City Attorney – Lisa Marshall			
		City Clerk – Susie Oppedal			
		Administrative Services – Dawn Masko			
		Comm. & Economic Development – Rebecca Deming		X	
		Finance – Richard Gould			
Cost Impact: \$700 annually		Public Works – Mark Rigos			
Fund Source: General Fund					
Timeline: Immediate					
<b>Attachments:</b> Interlocal Agreement					
<b>SUMMARY STATEMENT:</b>					
<p>The King County-Cities Climate Collaboration (K4C) is a group of collaborating municipal partners, currently including King County, Bellevue, Bothell, Burien, Issaquah, Lake Forest Park, Kenmore, Kent, Kirkland, Maple Valley, Mercer Island, Normandy Park, Redmond, Renton, Sammamish, Seattle, Shoreline, Snoqualmie, Tukwila, and Port of Seattle that share the goal of coordinating and enhancing the effectiveness of local government climate and sustainability action.</p> <p>The group began informally in the early 2010’s as a network of local government staff sharing best practices and information on climate action. In 2014, King County and all 39 cities formally adopted a shared target to reduce countywide sources of greenhouse gas (GHG) emissions at the county scale. King County and a dozen K4C partners mapped out joint county-city climate commitments to meet targets, which became K4C.</p> <p>These commitments include tasks and policies ranging from topics such as transportation and land use to renewable energy, waste reduction and recycling. K4C is also a resource for local governments as they review state legislation, consider comment letters, and weigh in on state policies as they develop. K4C recognizes that each K4C partner has unique policy and state legislative priorities and may not pursue all of the interests shared by all of the partner jurisdictions.</p> <p>Through K4C, county and city staff are partnering on:</p> <ul style="list-style-type: none"><li>• Outreach – to develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public</li><li>• Coordination – to adopt consistent standards, benchmarks, strategies, and overall goals related to responding to climate change</li><li>• Solutions – to share local success stories, challenges, data, and products that support and enhance climate mitigation efforts by all partners</li><li>• Funding and Resources – to secure grant funding and other shared resource opportunities to support climate related projects and programs</li></ul>					
<b>APPLICABLE BRAND GUIDELINES:</b> Sustainably managed growth					
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Community and Economic Development Committee reviewed this item at their May 17, 2022 meeting and recommended approval.					

## City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB22-075, authorizing the Mayor to enter into an Interlocal Agreement for Climate Collaboration, subject to form and content approved by the City Attorney, with King County and participating Cities of King County.

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 7, 2022		

**INTERLOCAL AGREEMENT FOR CLIMATE COLLABORATION**

---

This Agreement ("Agreement") is entered into pursuant to Chapter 39.34 RCW among participating **Cities of King County**, (hereinafter referred to as the "Cities"), and **King County**, (hereinafter referred to as the "County"), 201 S. Jackson, Suite 701, Seattle, WA 98104 (collectively, "the Parties") Chapter 39.34 RCW.

---

**Whereas**, we, King County and the undersigned Cities of King County, wish to work together to directly respond to climate change and reduce global and local sources of climate pollution;

**Whereas**, we believe that by working together we can increase our efficiency and effectiveness in making progress towards this goal;

**Whereas**, we are interested in achieving this goal in a way that builds a cleaner, stronger and more resilient regional economy;

**Whereas**, we are interested in focusing on local solutions to leverage and partner with related collaborative efforts;

**Whereas**, partnering on sustainable solutions will advance progress towards Cities' environmental, climate change, and energy goals such as those adopted by the nearly half of King County Cities that have signed on to the U.S. Conference of Mayors Climate Protection Agreement;

**NOW, THEREFORE**, the Cities and King County mutually agree as follows:

**1. Purpose and Scope of this Agreement**

1.1 The purpose of this Agreement is to outline responsibilities and tasks related to the County and Cities that are voluntarily participating in the King County-Cities Climate Collaboration. The Parties will develop and coordinate on the following efforts:

- (a) Outreach: Develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public.
- (b) Coordination: Collaborate on adopting consistent standards, benchmarks, strategies, and overall goals related to responding to climate change.
- (c) Solutions: Share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners.

- (d) Funding and resources: Collaborate to secure grant funding and other shared resource opportunities to support climate related projects and programs.
- 1.2 It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual Party.
- 1.3 All tools, outreach materials, data, collaborative efforts, and other resources that are developed as part of this Agreement are optional for Cities and King County to adopt or utilize.

2. **Organization**

- 2.1 Each Party shall appoint one designee and an alternate to serve as its representative. Upon the effective execution of this Agreement and the appointment of designees and alternate designees for each Party, designees shall meet and choose, according to the voting provisions of this section, representatives to serve as **Chair** and **Vice Chair** to oversee and direct the activities associated with meetings including the development of the agendas, running the meeting and providing leadership.
- 2.2. No action or binding decision will be taken without the presence of a quorum of active designees or alternates. A quorum exists if a majority of the designees present at the meeting. Each designee shall have an equal vote, with a supermajority vote of 75% of all designees being required to approve the final scope of the collaboration program or amend the scope. Any vote to increase the amount of funding required by each Party, however, shall only be binding on those who specifically agree to such increase.
- 2.3 Designees shall have the authority and mandate to administer the Tasks outlined in Section 3.
- 2.4 Designees may approve a Request for Qualifications (RFQ) to secure a vendors or consultants needed to accomplish any Task, and shall interview one or more applicants and make an appointment provided sufficient funds are available.
- 2.5 Designees shall meet and report on a quarterly basis to ensure that Tasks are efficiently, effectively and responsibly delivered in the performance of this Agreement, including the allocation of resources.
- 2.6 Designees shall develop an initial annual work plan and budget which will be finalized within one month of approval of the Agreement by the Parties. Subsequent annual work plans will be developed and approved on or before the anniversary of the adoption of the first years' work plan in conjunction

with budget planning for consideration and adoption by the Parties' legislative bodies.

- 2.7 If direct payment in support of the annual work plan, such as for consultant services or hiring staff, can be arranged by participating Cities, this is preferred. If direct payment occurs, these funds will be accounted for towards that city's contribution. If this is not possible, funds collected from any source on behalf of the Parties shall be maintained in a special fund by the County as *ex officio* treasurer on behalf of the Collaboration. The County shall also serve as the contractual agent for the Parties in acquiring any serviced needed to complete Tasks of the Agreement.

### 3. Tasks

#### 3.1 Climate Collaboration Work Plan.

Finalize the Scope of Work for this King County-Cities Collaboration consistent with this Agreement. This will take place after commencement per Section 5 of this Agreement and is funding-dependent.

#### 3.2 Sustain the King County Cities Climate Collaboration (Budget \$10,000)

Pay necessary expenses to support expansion of the King County SWD GreenTools Roundtable program to include every other-month forums on climate-related sustainability issues. The Roundtables will be held at various venues throughout King County and topics will focus on the collaborative actions highlighted in the King County-Cities Climate Pledge: outreach, coordination, solutions, funding and resources. Speakers will include King County and City staff and other invited partners.

#### 3.3 Hire a staff member, partial staff member, or consultant to support achieving the priorities identified in the King County-Cities Climate Pledge (Budget \$9,000-\$80,000 depending on commitments made)

- (a) The staff member will help lead implementation of the King County-Cities Climate Collaboration initiatives, including but not limited to: sustainable transportation; clean fuel vehicles; community energy retrofits; renewable energy projects; community outreach; and other topics defined and agreed upon in the final Scope of Work or annual Work Plans. Staff could develop and implement a general countywide program that supports City sustainability projects or programs. Staffing options include hiring a part- to full-time staff from King County or a participating King County City to lead the effort

- (b) Products that will be developed, to be clarified in the process of finalizing the Scope of Work, and dependent on funding, include:
1. Directory of local climate solutions related resources to include:
    - a. County technical expert pool. A list of relevant County technical experts on staff that already support city sustainability projects and programs. This could be expanded with mechanisms for cities to directly contract with County staff to support implementation of specific projects and programs.
    - b. Technical experts from all participating jurisdictions that could help support other cities' efforts, share local success stories, or potentially be contracted out to work with other cities.
    - c. Technical experts from academia, research institutions, utilities and other organizations.
    - d. List of consultants with local experience and expertise on a diverse range of climate and sustainability related functions.
    - e. Best practices and lessons learned from relevant local projects and programs.
  2. Symposium for city and County staff focused on local climate solutions.
  3. Forum for all local technical experts – a broader group than those engaged in the King County-Cities Climate Collaboration – to share information and best practices
  4. Opportunities for local governments to increase understanding and gather information on specific climate change mitigation efforts.
  5. Other products as defined and agreed upon in the process of finalizing the Scope of Work, provided they are consistent with the King County-Cities Climate Pledge and focused on sustainability and climate change related outreach, coordination, solutions, or funding and resources.

#### **4. Funding**

4.1 The minimum required financial contribution for each King County City to participate in this Agreement is shown below. In no event shall the Cities be responsible for amounts incurred by King County in excess of what is set forth in this Agreement without an amendment according to the terms hereof.

4.2 To the extent this Agreement is renewed annually, the Parties shall update the work plan and contribute funds to King County for estimated costs, as described below, in advance of services provided. Any funds not used in any given year will be used in the execution of the following year's Work Plan or refunded, on a proportional basis based on initial contributions, within forty-five (45) days in the event of a Party's termination of this Agreement.

4.3 The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, the obligations of each Party are contingent upon the appropriation of funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made, the Agreement shall terminate as to that Party provided the Party provides notice of termination prior to the other parties prior to the adoption of the annual work plan per Section 2.6.

<u>Population Categories</u>	<u>Jurisdiction</u>	<u>Population</u>
Under 5,000	<b>\$500</b>	Level 1
	Skykomish	198
	Beaux Arts Village	299
	Hunts Point	394
	Milton	831
	Yarrow Point	1001
	Carnation	1,786
	Medina	2,969
	Clyde Hill	2,984
	Algona	3,014
	Black Diamond	4,151
5,000 - 19,999	<b>\$700</b>	Level 2
	North Bend	5,731
	Normandy Park	6,335
	Pacific	6,514
	Duvall	6,695
	Newcastle	10,380
	Enumclaw	10,669
	Snoqualmie	10,670
	Woodinville	10,938
	Lake Forest Park	12,598
	Bothell	17,090
	Covington	17,575
	Tukwila	19,107

<u>Population Categories</u>	<u>Jurisdiction</u>	<u>Population</u>
20- 39,999	<b>\$1,200</b>	Level 3
	Kenmore	20,460
	Maple Valley	22,684
	Mercer Island	22,699
	SeaTac	26,909
	Des Moines	29,673
	Issaquah	30,434
	Burien	33,313
40- 65,000	<b>\$2,000</b>	Level 4
	Sammamish	45,780
	Kirkland	48,787
	Shoreline	53,007
	Redmond	54,144
	Auburn	62,761
Over 65,000	<b>\$2,500</b>	Level 5
	Federal Way	89,306
	Renton	90,927
	Kent	92,411
	Bellevue	122,363
Over 250,000	<b>\$5,000</b>	Level 6
	Seattle	608,660
King County	<b>\$10,000</b>	Level 7

*Note: Population data from the Puget Sound Regional Council's download of 2010 census data*

**5. Duration**

This Agreement is effective upon execution by King County and a minimum of eight King County Cities which will contribute at least \$9,000 total, after approval by the legislative body of each Party. The Agreement will be posted on the web site of each Party after authorization in accordance with RCW 39.34.040. and .200. The Agreement will have a term of one year and will automatically renew each year unless terminated as provided in Section 7.

**6. Latecomers**

Non-party King County cities may opt into this Agreement at any time. If cities join after an annual work is finalized, they will pay a pro-rated amount, calculated as the preceding year's annual financial contribution for that jurisdiction multiplied by the percentage of the remaining time in the year.

**7. Termination**

7.1 In addition to termination for lack of appropriation under Section 5, a Party may end its participation in this Agreement upon written notice to the other Parties prior to October 1st to be effective at the end of the calendar year. Except as set forth in 7.2, no refunds will be paid to individual Parties who terminate.

7.2 In the event of individual terminations that result in fewer than eight remaining City participants, this Agreement shall be deemed terminated and all funding remaining after all services, fees and costs incurred to that date are paid, shall be returned by King County to the remaining participants pro rata based on their original relative contribution amounts. Such payment shall be made within forty-five (45) days of the termination date.

**8. Communications**

The following persons shall be the contact person for all communications regarding the performance of this Agreement.

<b>King County</b>	<b>City of</b>
Matt Kuharic	
King County Department of Natural Resources and Parks Director's Office	
201 South Jackson, Suite 701, Seattle, WA 98104	
Phone: 206-477-4554	Phone:
E-mail address: matt.kuharic@kingcounty.gov	Email address:

9. **Indemnification**

To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties to include the officers, employees, agents and contractors of the Party, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions, torts and wrongful or illegal acts related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to Parties exercising the right of termination pursuant to this Agreement.

In no event do the Parties intend to assume any responsibility, risk or liability of any other Party or otherwise with regard to any Party's duties or regulations.

10. **Compliance with All Laws and Regulations**

The Parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

11. **Non- exclusive Program**

Nothing herein shall preclude any Party from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action.

12. **No Third Party Rights**

Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, or to form the basis for any liability on the part of any Party, or their officers, elected officials, agents and employees, to any third party.

13. **Amendments**

This Agreement may be amended, altered or clarified only the unanimous consent of the Parties represented by affirmative action of their legislative bodies.

**14. Entire Agreement**

This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded.

**15. Waiver**

Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.

**16. RCW 39.34 Required Clauses**

- a) Purpose. See Section 1 above
- b) Duration. See Section 5 above.
- c) Organization of separate entity and its powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- d) Responsibilities of the Parties. See provisions above.
- e) Agreement to be filed and recorded. The City shall file this Agreement with its City Clerk. The County shall place this Agreement on its web site. The Agreement shall also be recorded.
- f) Financing. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- g) Termination. See Section 7 above.

**17. Counterparts**

This Agreement may be executed in counterparts.

The persons signing below, who warrant they have the authority to execute this Agreement.

By: _____	By: _____
Dow Constantine	Mayor
King County Executive	City of
Date: _____	Date: _____



## City Council Agenda Bill

SUBJECT:		Agenda Date: June 7, 2022		AB22-076	
<b>Motion Authorizing a Contract with Place + Main Advisors for Economic Development Action Plan</b>		Department/Committee/Individual			
		Mayor Rob McFarland			
		City Administrator – David Miller			
		City Attorney – Mike Kenyon			
		City Clerk – Susie Oppedal			
		Administrative Services – Dawn Masko			
		Comm. & Economic Development – Rebecca Deming		X	
		Finance – Richard Gould			
Cost Impact: \$47,500 + \$5,000 contingency	Public Works – Mark Rigos				
Fund Source: ARPA	Economic Development Manager – Mark Noll		X		
Timeline: Immediate					
<b>Attachments:</b> Statement of Work & Fee, Consultant Proposal					
<b>SUMMARY STATEMENT:</b>					
<p>The City Council has directed staff and the Economic Development Commission (EDC) to develop an economic development action plan. In response, beginning in late 2020, and continuing into 2021, the EDC developed a vision and goals for economic development consistent with the City’s comprehensive plan and Branding Guidelines. The EDC also completed a SWOT (strengths, weaknesses, opportunities, threats) analysis outlining many of the primary issues and opportunities relevant to economic development in North Bend. These items have previously been presented to Council by the outgoing chair of the EDC, Coreen Wilson.</p> <p>Staff and EDC are now prepared to pursue specific and actionable strategies that will help achieve North Bend’s economic development goals. To this end, staff have led a rigorous search for a consultant to assist the City in developing an economic development action plan. Through this process, Place + Main Advisors emerged as the preferred consultant to develop this action plan because of their focus on implementation and seasoned experience working with small cities across the country.</p> <p>Key components of the action plan will include:</p> <ul style="list-style-type: none"><li>- Update of key data included within the 2018 Economic Profile to better understand trends and impacts associated with the pandemic.</li><li>- Engagement of key stakeholders, Council, staff, and implementation partners via focus groups, work sessions, and 1:1 interviews</li><li>- Actionable strategies that consider North Bend’s Branding Guidelines and the City’s unique assets and constraints to help recover from the pandemic and achieve the City’s economic development goals</li><li>- Implementation plan that prioritizes strategies, identifies leads, estimates resource needs, develops metrics for measuring progress, and provides a timeline for implementation</li></ul> <p>The final product will provide specific and actionable strategies for staff to pursue as well as acute guidance for Council decisions that will impact the economic health and well-being of the City. Funding for the action plan is available using in-hand funding from the American Rescue Plan Act (ARPA). Consultant services for the action plan are anticipated to begin in June and be complete prior to the end of 2022. A draft Statement of Work is attached to this agenda bill.</p>					
<b>APPLICABLE BRAND GUIDELINES:</b> Economic Viability / Balanced Budget					
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Community and Economic Development Committee reviewed this item at their May 17, 2022 meeting and recommended its placement on the Main Agenda for discussion and approval.					

## City Council Agenda Bill

**RECOMMENDED ACTION: MOTION to approve AB22-076, authorizing the Mayor to sign a contract with Place + Main Advisors for development of the North Bend Economic Development Action Plan, in a form and content approved by the City Attorney, in an amount not to exceed \$52,500.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 7, 2022		

## Place + Main Advisors, LLC

3675 Whimbrel Way  
East Lansing, MI 48823

### SOW for Services for City of North Bend, Washington

Date	Services Performed By:	Services Performed For:
January 18, 2022	Place + Main Advisors, LLC 3675 Whimbrel Way East Lansing, MI 48823	City of North Bend, Washington 920 SE Cedar Falls Way North Bend, WA 98045

This Statement of Work (SOW) is issued pursuant to the agreed upon proposal between City of North Bend, Washington ("Client") and Place + Main Advisors, LLC ("Contractor"), effective June 1, 2022 (the "Agreement"). This SOW is subject to the terms and conditions contained in the proposal between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the proposal. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this proposal, the terms of this SOW shall govern and prevail.

This SOW, effective as of June 1, 2022, is entered by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

### Period of Performance

The Services shall commence on June 1, 2022, and continue to no later than March 30, 2023.

### Engagement Resources

Key staff for this contract are as follows:

- Joe Borgstrom, Principal, Place + Main Advisors, LLC
- Kirsten Borgstrom, Principal, Place + Main Advisors, LLC

No other Subcontractors will be used without prior written permission of the City of North Bend.

## Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

Task 1: Collect and update select data from 2018 Economic Profile, and any additional data points that will be needed to provide context for development and prioritization of economic development strategies; recommended data updates from Economic Profile include:

- Household income distribution, pg 9
- Jobs to housing ratio, pg 11
- Percent of North Bend workers living in North Bend, pg 13
- Taxable retail sales, pg 17-18
- Percent of general revenue attributed to sales tax, comm. property tax, and B&O taxes, pg 24
- Retail vacancy rate, pg 25
- Multifamily lease rates, pg 31
- Percent vacant parcels or total improved value by zone, pg 32
- Summary characteristics of commercial zones, Exhibit 36, pg 32

Any additions or substitutions to the data updates above will be jointly agreed upon in writing between the Contractor and Client.

Task 2: In partnership with City, develop strategy and conduct engagement with key stakeholders and elected officials. Summarize key findings and include as appendix to action plan. Anticipated engagement and meetings include:

- Economic Development Commission meetings (3)
  - Focus groups or individual interviews (up to 10) (Jul-Aug):
  - Business owners (e.g. members from North Bend Downtown Foundation (NBDF), SnoValley Chamber, and SnoValley Innovation Center (SVIC))
  - Property owners (e.g. major developers, Tribe)
  - Executive / Key Staff to assess organizational capacity
  - Econ Dev + Planning Commissions
  - Regional economic development partners
  - Community partners/advocates (e.g. Si View Parks, Mountains to Sound Greenway, etc.)
- 
- City Council 1 - Consultant-led Council work study session; Agenda TBD based on additional conversations, but may include review of draft objectives, Council input on issues, gaps in services, and ideas for strategies
  - CED Committee 1 - review and provides feedback on draft strategies (Sep 20, subject to change)
  - CED Committee 2 - review and provides feedback on draft action plan (Oct 18, subject to change)

- City Council 2 – Council meeting: Consultant presentation of draft action plan (Nov 2, subject to change)

Task 3: Develop objectives tied to economic development goals and recommend and prioritize strategies (general and geographic-based) that support goals and objectives; consideration should be given to the following:

- Stated vision, goals, and branding guidelines
- Draft objectives developed by city Establish baseline metrics associated with each selected objective
- Development of new strategies as well as consideration and prioritization of select existing strategies outlined in previous city documents

Task 4: Develop action plan based on selected strategies; final action plan should include a summary document/PowerPoint for Council and Executive Leadership and community consumption, in addition to a more detailed document for staff reference that includes implementation lead, timelines, resource estimates, and metrics (where applicable); consideration should be given to the following:

- Include implementation lead and supporting partners
- Include cost estimates and other organizational resources
- Include recommended prioritization and high-level timeline
- Recommend metrics to measure progress and evaluate success of each strategy

## Deliverable Materials

The Contractor will deliver a digital copy of an action plan in PDF and original file format that:

- Contains the mutually-agreed upon data of Task1, including data sources
- Effectively summarizes the input and feedback from Task 2
- Documents the specific recommendations and implementation steps outlined in Tasks 3 and 4 in both an executive summary document and detailed staff reference document that will serve as an implementation reference guide and may be modified over time

## Contractor Responsibilities

The Contractor will also work collaboratively with the Client to develop appropriate materials.

## Client Responsibilities

The Client shall make best faith efforts to collaboratively work with the Contractor to provide necessary staffing and logistical support for Contractor visits to the city to conduct the contracted services. The Client shall provide meeting space for the Contractor to conduct meetings if requested. Client is responsible for overnight accommodations for two nights in addition to travel costs outlined below.

## Fee Schedule

Total project fee will be **\$47,500**. Payment will be in four installments of \$11,875 with the first payment billed on June 1, the second on Aug 1, the third on Oct 1, and the fourth upon completion of the project. The Contractor will bill the Client directly. This project fee is inclusive of all travel for two onsite trips, fees, subscriptions, and expenses related to the production of the digital files of this plan. An additional \$5,000 contingency will be utilized if additional trips, meetings, or tasks are needed as agreed upon by both Contractor and Client.

## Invoice Procedures / Out-of-Pocket Expenses

Invoices shall be sent to the Project Manager:

<b>Bill To Address</b> 920 SE Cedar Falls Way North Bend, WA 98045	<b>Client Project Manager</b> Mark Noll, Economic Development Manager
--	---

The Client will have 30 days from receipt of the Contractor's invoice to process and transmit payment. For every 30 calendar days payment is delayed, a 5% penalty, compounding monthly, will be assessed.

## Completion Criteria

Contractor shall have fulfilled its obligations when either of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections.
- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and no response

from Client within 5-business days of deliverables being delivered by Contractor is deemed acceptance.

## Assumptions


As with all projects, the potential for unintentional errors and miscommunication exist. Both parties acknowledge these possibilities and will work in good faith to correct said errors or miscommunication in a direct, forthright, and expeditious manner to the satisfaction of all parties involved.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

### City of North Bend, Washington

### Place + Main Advisors, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

By:   
Name: Joseph B. Borgstrom  
  
Title: Principal  
  
Date: May 25, 2022





# Strategic Economic Development Action Plan

## City of North Bend, WA

**PLACE  
+MAIN**  
ADVISORS

Joe Borgstrom, Principal and  
Project Lead  
Place + Main Advisors, LLC  
Phone: (517) 614-2733  
Email: [joe@placeandmain.com](mailto:joe@placeandmain.com)

Hope is not a strategy. Successful communities think through their assets and strengths to focus their economic development efforts on those areas where they have the greatest possibility for success.

**We exist to help communities reach their potential.**

# OUR PROCESS

Too often, communities pay for plan after plan after plan. So many of these plans present wonderful ideas for projects but rarely do they contain instructions on how to make these projects happen. Our process recognizes the amount of time and effort the community has invested in these previous plans. We will leverage these previous efforts with a streamlined approach to not “recreate the wheel” but to evaluate and prioritize projects from previous plans and augment them with the evaluation of the capacity of the community and supplement these suggestions, if needed, with additional or alternative projects.



# OUR PROCESS



**Project Kick-Off-** This kick-off will be used to garner a better understanding of the organization, it's background, previous strategic planning efforts, current and historic challenges, budget, capacity, and potential pitfalls, beyond the experience our team already has. This meeting will also cover our proposed strategic planning process to ensure its relevance and application with the program. Logistics for the execution of the strategic planning process will also be discussed including distribution of the electronic survey, meeting invitation process, workshop set-up, and logistics. A request for background documentation will also be submitted during this call.



**Background Documentation Review-** For context, our team will review the previous strategic planning efforts. In particular: the 2008 Downtown Master Plan, 2015 Comp Plan – Economic Development Element, 2018 Economic Profile, and 2018 Branding Guidelines as well as any other relevant documentation the City believes would be pertinent to this plan.



**Focus Groups-** The extensive planning work the City has done in the past will be respected in our process. However, we will need to meet with several smaller groups to get an understanding of key stakeholder groups and their potential involvement in an end strategic action plan. These groups will likely include:

- City Council
- City Staff
- Economic Development Commission
- Business Owners
- Potential Partners

Other focus groups may be added should the City and our staff determine they would be beneficial to the process.

## **One-on-One Interviews with Management + Staff**

A series of one-on-one interviews will be conducted with key management and program staff. These interviews will likely be a mix of virtual and in person and will focus on the City's economic development efforts, capacity, and expectations.



## **Organizational Capacity**

**Assessment-** Our team will assess the capacity of the City staff to determine their ability to execute potential recommendations. Additional

background on individuals will be noted during the focus groups and individual employee one-on-ones.



## **Strategic Action Planning**

**Work Sessions-** Following the engagement process, a series of work sessions will be held with the purpose of disseminating information from the engagement

process, examine processes at a top level, and identify strategic priorities, short-, mid-, and long-term actions and objectives. These work sessions will be developed with input from City staff but could include:

**Prioritization of Previous Projects-** Our team will review and make recommendations on the prioritization of previous projects. This session would focus on this review and ranking based on:

- 1) The City's ability to execute
- 2) Impact on achieving the City's goals
- 3) Return on investment

# OUR PROCESS

## ***Project Gap Analysis + Recommendations-***

Following the review and prioritization of projects, a gap analysis will be performed to determine if there are areas not addressed that should be. Where gaps exist, recommendations will be made to fill these gaps based on the same criteria used in the prioritization stage.



## **Draft/Final Strategic Plan**

**Presentation-** Once the Strategic Plan is complete, an 8-10 slide presentation will be created to help the program easily explain the strategic action plan to

stakeholders and the public at large.



## **Draft/Final Strategic Action**

**Plan-** The results of the previous steps will be compiled and formatted into a strategic action plan document in digital format.

Our team will work with the senior management team to flush out the details and main goals that align with a desired direction. This draft will be presented to management and staff. This action plan will also include an Excel-based Implementation Plan which will include step-by-step instructions and milestones on how to implement each project.



# OUR PRODUCT

The goal of a strategic action plan is to help move an organization forward with purpose. Plans that are not implemented leave an organization adrift. Without direction and purpose, a city's economic development efforts can become like a rudderless ship, going through the motions of day-to-day business without working toward a common goal. This gives the impression to the public and staff, of a nameless, faceless bureaucracy, whose only job is to make things harder for everyone else.

The strategic action plan creates a realistic, yet inspirational path forward that acknowledges the successes of the past, the reality of the present, and the achievable potential of the future. More specifically, the strategic plan will contain the following:

**Strategic Priorities-** The identification of the desired three to five strategic priorities will be a key feature of the strategic plan. These serve as a sort of vision for the department of the main priorities or "big things" they want to achieve, including addressing any key issues that are identified in the strategic planning process.

**Short-Term Objectives-** The strategic plan will identify several short-term (< 2 years) actions the department can take to make improvements directed at achieving their strategic priorities. These actions will follow the SMART methodology, meaning the goals will be Specific, Measurable, Achievable, Relevant, and Time-bound. All recommended actions will also include estimates for budgeting purposes.

**Mid-Term Objectives-** These actions should be completed between 2-5 years and will also follow the SMART methodology.

**Long-Term Objectives-** Substantial change often takes time. These objectives may take longer than five years, but are still critical to

the success of the department in the long run. These objectives will also follow the SMART methodology, but be slightly more flexible in their time parameters. All recommended objectives will also include estimates for budgeting purposes.

**Potential Partnerships-** There are numerous external stakeholders that could be potential partners in various actions and objectives in achieving the program's strategic priorities. This section will explore the potential partners and partnerships the department currently has and could undertake in the future.

**Needed Resources + Trainings-** From human resources, to potential technical resources this section will focus on what the department will need to accomplish its strategic priorities. The team will make recommendations on potential trainings, including but not limited to appropriate ongoing professional development, customer service, and any needed training related to any technology recommendations.

**Implementation Plan-** All actions and objectives will be accompanied by interactive implementation plans that will detail the steps needed to accomplish each. These implementation plans will be dynamic and be able to be used and adjusted over time.



## ABOUT PLACE + MAIN

PLACE-DRIVEN ECONOMIC DEVELOPMENT  
+ DESTINATION STORY TELLING

We help communities develop into their best selves, build their future, and tell their stories. Our focus is economic development at the neighborhood, downtown, citywide and regional levels. We engage the community and infuse their passion, needs, and dreams into strategies and implementation plans that get things done.

Place + Main Advisors, LLC is based in East Lansing, MI.

**PLACE  
+MAIN**  
ADVISORS

Joe Borgstrom is an accomplished professional in the fields of Downtown Redevelopment, Community and Economic Development, Main Street and Placemaking. His 20+ year career includes executive management, project financial structuring and evaluation, fund development, foreign direct investment recruitment, market research, program management, public speaking and consulting. He and his teams have used state and local incentives to leverage more than \$2.2 billion in private investment into communities.



## Joe Borgstrom Principal

### Education:

Bachelor of Business Administration  
University of Michigan-Flint

### Certifications:

Economic Development Finance  
Professional

Leader in Place Management,  
International Downtown Association

### Past Employers:

Michigan Economic Development  
Corporation  
*Lansing, MI*

Michigan State Housing  
Development Authority  
*Lansing, MI*

Shiawassee Regional Chamber of  
Commerce  
*Owosso, MI*

Borgstrom's expertise is in the areas of strategic planning, retail market analysis, real estate redevelopment, real estate finance, business recruitment, incentives, placemaking, and economic development strategy. He has served clients in communities as small as 700 residents to more than 400,000.

In previous positions, Borgstrom oversaw the national award-winning Michigan Main Street program for the State of Michigan and was the President and CEO of the Shiawassee Regional Chamber of Commerce, which at the time was a recipient of the highly acclaimed Five Star Accreditation by the U.S. Chamber of Commerce.

He has been a featured keynote speaker at statewide downtown conferences in Wisconsin, Tennessee, North Carolina, Arkansas, Alabama, and Delaware, a multi-time presenter at the National Main Street Conference, and was a featured speaker at the White House Placemaking Summit.

### Sample Recent Clients + Projects:

2021-2026 Main Street Arkansas Strategic Plan  
Main Street Arkansas  
*Little Rock, AR*

2020-2025 Main Street Alabama Strategic Plan  
Main Street Alabama  
*Birmingham, AL*

Oscoda Township Strategic Plan  
Oscoda Township  
*Oscoda, MI*

Branch County Economic Development Strategy  
Branch County Economic Development Alliance  
*Coldwater, MI*

A seasoned marketing and public relations professional, Kirsten Borgstrom has more than 25 years of experience in the field. Her diverse background includes marketing, media and public relations in economic development, travel and tourism, real estate development, and sports marketing.

With expertise in creating comprehensive communications strategies to successfully pitching client stories at the local, regional and national levels, Borgstrom founded a boutique marketing and public relations firm, PubHound Public Relations. The firm worked with a variety of Midwest destination marketing organizations, resorts, wineries, events and products. PubHound Public Relations officially became part of Place + Main Advisors in 2020. With Place + Main Advisors she continues her work with these clients and now brings her expertise in these areas to government entities and economic development organizations.

Prior to PubHound Public Relations, Kirsten was the Media Relations Manager for Travel Michigan where she developed and implemented local, regional, and national media relations programs to support the Pure Michigan campaign. Under her direction, Travel Michigan realized a more than tenfold increase in total media placements.

Borgstrom's career also includes marketing, public relations and special events management with Chicago's Greater North Michigan Avenue Association and The John Buck Company, a large Chicago-based real estate development firm.



## Kirsten Borgstrom Principal

### Education:

Bachelor of Science  
Communications  
Western Michigan University

### Certifications:

Certified Tourism Ambassador

### Past Employers:

Travel Michigan  
Michigan Economic Development  
Corporation  
Lansing, MI

Greater North Michigan Avenue  
Association  
Chicago, IL

John Buck Company  
Chicago, IL

### Sample Recent Clients + Projects:

#### Main Street Alabama Communications Strategy

Main Street Alabama  
Birmingham, AL

#### Village Communications Strategy

Village of Quincy  
Quincy, MI

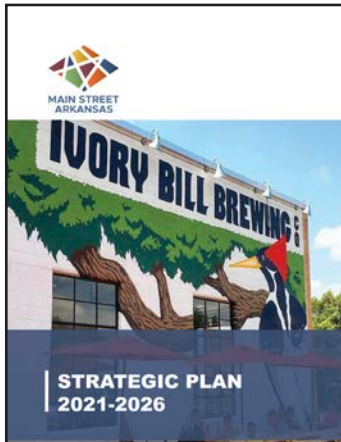
#### Public Relations Strategy + Media Outreach

Shanty Creek Resorts  
Bellaire, MI

#### Tribal Communications Strategy

Bay Mills Indian Community  
Brimley, MI

## RECENT PLANS

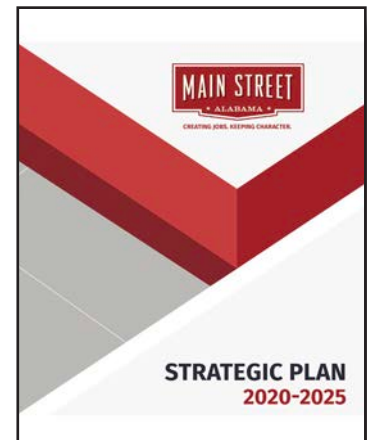


### Main Street Arkansas

In the fall and early winter of 2020, Place + Main Advisors led a strategic planning process with Main Street Arkansas, a part of the Arkansas State Department of Heritage. The process included an online survey of their Network and Designated communities, in-person and virtual planning with state program staff, and one-on-one meetings with key state upper management. The resulting plan will guide the state program staff to make improvements to program service delivery, communication, and raise the program's profile.

### Main Street Alabama

In late 2019, Place + Main Advisors was engaged by Main Street Alabama, a statewide non-profit, to create a strategic plan for their program. The process included an online survey of their communities, board members, funders, and other key stakeholders, as well as in-person and virtual planning with the organization's Board and staff. The strategic plan has already paid dividends for the program by helping it focus its efforts to better market the program both to potential communities and funding partners.



### Oscoda Township, Michigan

In 2019, Place + Main Advisors and partner firm Arnett Muldrow & Associates were contracted with Oscoda Township to implement the PlaceLeap program.

The PlaceLeap program created a custom Economic Development + Community Marketing Strategy, Strategic Communications Plan, Downtown Plan, and Community Brand.

## OUR CLIENTS REFERENCES



### **Project Rising Tide**

Aug. 2016-Current (Multiple Projects)

Michigan Economic Development Corporation

**Michelle Parkkonen, Director, Technical Assistance Programs**

(517) 599-8796

parkkonenm@michigan.org

300 N Washington Square

Lansing MI 48913

Type and scope of services: Economic development strategies, SWOT analyses, communications plans, site analyses, convening and facilitation  
Projects completed on time and on budget

### **Main Street Alabama Strategic Plan + Real Estate Redevelopment Plans**

Sept. 2019-Current

Main Street Alabama

**Mary Helmer, President/State Coordinator**

(205) 910-8819

mary@mainstreetalabama.org

880 Montclair Road, Suite 245

Birmingham, AL 35213

Type and scope of services: Strategic Planning; Real Estate Redevelopment Strategies  
Projects completed on time and on budget

### **Main Street Arkansas Strategic Plan**

Sept. 2020-Dec. 2020

Main Street Arkansas

**Greg Phillips, Director, Main Street Arkansas**

(501) 324-9887

Greg.Phillips@arkansas.gov

1100 North Street

Little Rock, AR 72201

Type and scope of services: Strategic Planning  
Project was completed on time and on budget

# SCHEDULE

The calendar below gives an example of how the process would be implemented. Dates will obviously vary by City staff availability.

PROCESS	JUN	JUL	AUG	SEP
PROJECT KICK-OFF				
BACKGROUND DOCUMENTATION REVIEW				
FOCUS GROUPS + ONE-ON-ONES				
ORGANIZATIONAL CAPACITY ASSESSMENT				
STRATEGIC ACTION PLANNING WORK SESSIONS				
DRAFT + FINAL STRATEGIC PLAN				
STRATEGIC PLAN PRESENTATION				

# BUDGET

PROCESS	BUDGET
PROJECT KICK-OFF	
BACKGROUND DOCUMENTATION REVIEW	
FOCUS GROUPS + ONE-ON-ONES	
ORGANIZATIONAL CAPACITY ASSESSMENT	
STRATEGIC ACTION PLANNING WORK SESSIONS	
DRAFT + FINAL STRATEGIC PLAN	
STRATEGIC PLAN PRESENTATION	
STRATEGIC PLAN PRESENTATION	
<b>TOTAL</b>	<b>\$47,500</b>

## NOTE

The amount shown in the budget is an all-inclusive and guaranteed not-to-exceed amount. This budget is valid until June 30, 2022.

**Thank You.**

**Place + Main Advisors**  
East Lansing, MI 48823 | Phone: (517) 614-2733 | Email: [joe@placeandmain.com](mailto:joe@placeandmain.com)

**PLACE  
+MAIN**  
ADVISORS





## City Council Agenda Bill

SUBJECT:		Agenda Date: June 7, 2022		AB22-077
<b>An Ordinance Adopting North Bend Municipal Code Chapter 8.44 Needle Exchange Programs - Prohibited</b>		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		X
		City Attorney – Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Dawn Masko		
		Comm. & Economic Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: N/A	Public Works – Mark Rigos			
Fund Source: N/A				
Timeline: Immediate				
<b>Attachments:</b> Ordinance				
<b>SUMMARY STATEMENT:</b>				
<p>Recently there has been an individual operating a needle exchange program out of a private van at Taylor Park. Several Councilmembers have commented to staff that this activity is not conducive to park safety, and upon investigation of this activity by a private individual, staff has discovered that this activity is not sponsored or monitored by the King County Health Department. Given the fact that services to exchange needles is offered by King County Health officials offering a safe and healthy alternative to an unmonitored mobile needle exchange program, staff requested the City Attorney’s office research the statutes at the state level and in our municipal code to see what impediments might exist to regulating this activity to prohibit it within the City limits. The City Attorney’s office could find no case law or statutes preventing the City from imposing such an ordinance prohibiting needle exchange programs not offered or sponsored by the Washington State Department of Health or the King County Public Health Department.</p> <p>The following is the City Attorney’s research as to whether the City can legally prohibit needle exchange programs in North Bend, resulting in only one case on-point, <i>Spokane Cty. Health Dist. v. Brockett</i>, 120 Wn.2d 140, 839 P.2d 324 (1992).</p> <p>In <i>Brockett</i>, the Spokane County Health District Board of Health adopted a resolution that established a needle exchange program in Spokane to slow the spread of AIDS. Spokane established this program following a superior court judgment in Tacoma holding that the needle exchange program in Tacoma, as part of an HIV/AIDS prevention program, was legal. Opponents of the Spokane needle exchange program argued that the program constituted a criminal offense because it unlawfully distributed drug paraphernalia in violation of RCW 69.50.412(2) (making it a misdemeanor to deliver drug paraphernalia knowing it will be used to inject a controlled substance illegally). However, the Supreme Court was not persuaded by this argument, but instead found that the Washington Constitution and health statutes granted broad powers to local health officials to protect public health by controlling contagious diseases, so the drug paraphernalia statute, which is aimed at criminal conduct, did not apply to the actions of the health officials. Thus, the Supreme Court found that the Spokane needle exchange program was a valid, legal public health measure.</p> <p>We were unable to locate a Washington or federal case that invalidated a needle exchange program. In fact, we found no other Washington case involving needle exchange programs except for <u>Brockett</u>, so this case might be the only guidance that we have. <u>Brockett</u> upheld a needle exchange program, but North Bend wants to pass an ordinance that prohibits needle exchange programs. We don’t see any conflict between <u>Brockett</u> and North Bend’s ordinance prohibiting needle exchange programs.</p> <p>The City Attorney has drafted the attached Ordinance adopting a new chapter 8.44 to the North Bend Municipal Code, Needle Programs – Prohibited, which accomplished the prohibition desired by the Council.</p>				

## City Council Agenda Bill

APPLICABLE BRAND GUIDELINES: Commitment to invest in the City and foster community engagement & pride. Consistent delivery of quality basic services.		
COMMITTEE REVIEW AND RECOMMENDATION: This Ordinance was presented to the Public Health & Safety Committee at their May 10, 2022 meeting with the recommendation for placement on a Council Workstudy Agenda for discussion.		
RECOMMENDED ACTION: <b>MOTION to approve AB22-077, an ordinance adopting NBMC Chapter 8.44 Needle Exchange Programs – Prohibited, as a first and final reading.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 7, 2022		

## ORDINANCE

### **AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING A NEW CHAPTER 8.44 TO THE NORTH BEND MUNICIPAL CODE TO BE ENTITLED “NEEDLE EXCHANGE PROGRAMS - PROHIBITED”; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, a needle exchange program, also commonly known as a “syringe exchange program,” is a social service that allows injecting drug users to obtain hypodermic needles and associated paraphernalia at little or no cost to the users; and

**WHEREAS**, the first obligation of the City of North Bend (“City”) is to ensure the safety and well-being of its residents; and

**WHEREAS**, needle waste represents a public health hazard for children, adults, and public employees through unnecessary exposure and risk of injury due to improper disposal of syringes; and

**WHEREAS**, multiple recent instances of public employees and members of the general public being pricked by discarded needles have been reported throughout the United States, including in the State of Washington; and

**WHEREAS**, allowing needle exchange programs in the City would likely endanger communities and sacrifice the safety of City residents and public employees; and

**WHEREAS**, the City recognizes that the Washington State Department of Health and/or the King County Public Health Department are the appropriate agencies to administer needle exchange programs, not the City;

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

**Section 1. New NBMC Chapter 8.44, Needle Exchange Programs - Prohibited, Adopted:** A new North Bend Municipal Code Chapter 8.44, to be entitled “Needle Exchange Programs - Prohibited,” is hereby adopted by reference to read as set forth in Exhibit A attached hereto and by this reference fully incorporated 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 7<sup>TH</sup> DAY OF JUNE, 2022.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

---

**Rob McFarland, Mayor**

---

**Lisa Marshall, City Attorney**

**ATTEST/AUTHENTICATED:**

Published:

Effective:

---

**Susie Oppedal, City Clerk**

**EXHIBIT A**

Chapter 8.44  
**NEEDLE EXCHANGE PROGRAMS - PROHIBITED**

Sections:

- |          |                     |
|----------|---------------------|
| 8.44.010 | Purpose and intent. |
| 8.44.020 | Prohibition.        |
| 8.44.030 | Penalty.            |

**8.44.010 Purpose and intent.**

The establishment and operation of a needle exchange program in the City is likely to increase improperly disposed needles, which poses a serious risk to the public health, safety, and welfare, given the potential for personal bodily injury, property damage, and contaminated waterways in the event of high-water levels. The purpose and intent of this chapter is to prohibit the establishment, operation, engagement, use, and participation in needle exchange programs within the City to protect the public health, safety, and general welfare.

**8.44.020 Prohibition.**

A. Except as provided in subsection B of this section, a person may not create, establish, operate, conduct, or participate in a needle exchange program within the city limits of the City.

B. Needle exchange programs operating in the City but offered or sponsored by the Washington State Department of Health or the King County Public Health Department are exempt from this chapter.

C. For purposes of this chapter, a “needle exchange program” means a program that involves the exchange of clean hypodermic needles or syringes as part of a network of comprehensive services, including treatment services, to combat the spread of HIV and blood-borne hepatitis infection among injection drug users.

**8.44.030 Penalty.**

A violation of this chapter shall be a civil infraction and may be enforced by the issuance of a citation in accordance with chapter 1.20 of the North Bend Municipal Code.