



PLEASE NOTE: This meeting will be held at City Hall, 920 SE Cedar Falls Way, North Bend, WA.

Members of the public may choose to attend in person or by teleconference. As the in-person/teleconference hybrid meeting option is new technology to City Staff it is strongly encouraged that members of the public that are attending by teleconference provide comments in advance of the meeting. Please email comments on any agenda items prior to the meeting to the City Clerk at soppedal@northbendwa.gov. Please provide comments by 5 p.m., Tuesday, July 19, 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: [July 19, 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: 884 2379 3019

Password: 016811

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

CITY COUNCIL MEETING

July 19, 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 June 21, 2022 & Council Workstudy of June 28, 2022	1
2) Payroll	June 17, 2022 – 28505 through 28509, in the amount of \$240,566.39	
	July 5, 2022 – 28510 through 28516, in the amount of \$307,293.56	
3) Checks	July 5, 2022 – 72575 through 72649, in the amount of \$2,456,183.48	
	July 19, 2022 – 72650 through 72706, in the amount of \$311,743.09	
4) AB22-080	Motion – Authorizing CO #1 with Amer-X Inc. on Depot Rehab Project	Mr. Rigos 7
5) AB22-081	Motion – Authorizing Intolight Contract for NB Way Sidewalk Project	Mr. Rigos 11
6) AB22-082	Resolution – Awarding Guardrail Project to Peterson Brothers, Inc.	Mr. Rigos 21
7) AB22-083	Motion – Authorizing Contract with Tom Pors for Legal Services	Mr. Miller 29
8) AB22-084	Motion – Authorizing 1 st Amendment to Clarke Contract	Mr. Miller 45
9) AB22-085	Resolution – Authorizing Segregation of ULID 6 Assessments	Mr. Rigos 49
10) AB22-086	Motion – Authorizing Purchase Order with Core & Main	Mr. Rigos 59
11) AB22-087	Motion – Authorizing Electric Facilities Contract with PSE for WWTP	Mr. Rigos 65
12) AB22-088	Motion – Authorizing Purchase of Key Card Access System & Keithly Work Order	Ms. Masko 73
13) AB22-089	Motion – Authorizing Key Code Media Services on AV Upgrade Project	Ms. Masko 83



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

COMMISSION AND COMMITTEE REPORTS:

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

MAIN AGENDA:

14) AB22-090	Ordinance – Forming Meadowbrook Sewer ULID	Mr. Rigos	89
15) AB22-091	Ordinance – Amending 2021-2022 Budget Ordinance 1737	Mr. Gould	185

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

EXECUTIVE SESSION: To Discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i) & Performance of a Public Employee, pursuant to RCW 42.30.110(1)(g)

ADJOURNMENT:

NORTH BEND CITY COUNCIL MINUTES**June 21, 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: Gothelf, Joselyn, Koellen, Loudenback and Rosen. Councilmembers Elwood and Miller were excused.

Councilmember Koellen **MOVED**, seconded by Councilmember Rosen to Remand to Committee AB22-077 – Ordinance Adopting NBMC 8.44 Needle Exchange Program - Prohibited that was postponed at the June 7, 2022 City Council meeting to tonight's meeting. The motion **PASSED** 5-0.

CONSENT AGENDA:

Minutes – City Council Meeting of June 7, 2022

Payroll – June 3, 2022 – 28500 through 28504, in the amount of **\$299,020.70**

Checks – June 21, 2022 – 72486 through 72574, in the amount of **\$341,070.21**

Councilmember Gothelf **MOVED**, seconded by Councilmember Loudenback to approve the consent agenda as presented. The motion **PASSED** 5-0.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Miller, Chair
No report. The June 21st meeting was cancelled.

Finance & Administration Committee – Councilmember Elwood, Chair
A report of the June 7th meeting was provided.

Public Health & Safety Committee – Councilmember Koellen, Chair
A report of the June 14th meeting was provided.

Transportation & Public Works Committee – Councilmember Loudenback, Chair
A report of the May 24th meeting was provided.

Council Workstudy – Mayor Pro Tem Rosen
A report of the May 24th Workstudy was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the June 9th meeting was provided.

Planning Commission

A report of the June 9th meeting was provided.

Parks Commission

A report of the June 15th meeting was provided.

Economic Development Commission

A report of the May 24th meeting was provided.

Sound Cities Association Board of Health – Councilmember Koellen

A report of the June 16th meeting was provided.

Snoqualmie Watershed Forum – Councilmember Joselyn

A report of the May 18th meeting was provided.

Sound Cities Association Public Issues Committee – Councilmember Loudenback

A report of the June 8th meeting was provided.

King County Flood District Advisory Committee – Mayor McFarland

A report of the June 16th meeting was provided.

MAIN AGENDA:

**AB22-078 – Public Hearing Cont., Ordinance Forming Meadowbrook
Sewer Utility Local Improvement District**

Audio: 19:45

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

Mayor McFarland noted the Public Hearing on Formation of the Meadowbrook Utility Local Improvement District was opened at the May 17, 2022 City Council meeting and continued until tonight's consideration of an ordinance forming the ULID.

The following individuals commented on the agenda item:

Bob Whitley, 1245 NW 14th Street

Tom Evans, 1225 NW 14th Street

Joe Zvara, 1226 NW 14th Street

Daryl Hudson, 1135 NW 14th Street

Wende Miller, 6814 Denny Peak Drive SE, Snoqualmie

Megan Lin, Perkins Coie LLP, Representing Nintendo of America

Mayor McFarland closed the Public Hearing at 7:42 p.m.

Councilmember Loudenback **MOVED**, seconded by Councilmember Koellen to approve AB22-078, adopting an ordinance, as a first reading, authorizing the formation of the

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proposed Meadowbrook Sewer ULID, in a form and content approved by the City's bond counsel. The motion **PASSED** 5-0.

AB22-079 – Public Hearing Cont., Resolution 2029 Adopting Six Year TIP 2023-2028

Audio: 1:08:58

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

Mayor McFarland noted the Public Hearing on a Resolution Adopting the Six Year TIP 2023-2028 was opened at the May 17, 2022 City Council meeting and continued to tonight's meeting.

There was no public comment and Mayor McFarland closed the Public Hearing at 8:11 p.m.

Councilmember Loudenback **MOVED**, seconded by Councilmember Koellen to approve AB22-079, a resolution adopting the 6-Year Transportation Improvement Plan 2023 – 2028, as a final reading. The motion **PASSED** 5-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Koellen commented on the nice weather and encouraged all to get outside and enjoy it.

Councilmember Joselyn commented on yesterday's national "Juneteenth" holiday and expressed his hope that it was embraced by the community and society at large.

Councilmember Loudenback thanked audience members for their input, fellow Councilmembers for their insightful questions, and petitioners for their proposed agreement related to the Meadowbrook ULID. He encouraged all to exercise caution during their Independence Day celebrations.

Councilmember Rosen thanked audience members for expressing their thoughts and concerns about the Meadowbrook ULID.

Mayor McFarland spoke regarding the following items:

- June 20th Arete Coffee House Ribbon Cutting Event
- Habitat for Humanity Taylor Town City Employee Build Event
- Downtown Block Party – July 16th from Noon to 11 p.m.
- Seasonal Burn Ban – June 15th through September 30th
- Cancellation of July 5th City Council Meeting

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ADJOURNMENT:

Councilmember Gothelf **MOVED** to adjourn, seconded by Councilmember Loudenback. The motion **PASSED** 5-0.

The meeting adjourned at 8:18 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk

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CITY OF NORTH BEND
CITY COUNCIL WORKSTUDY NOTES

June 28, 2022

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

Acting Mayor Pro Tem Gothelf called the meeting to order at 7:00 p.m.

Councilmembers Alan Gothelf, Mark Joselyn, Heather Koellen, Ross Loudenback, Mary Miller and Jonathan Rosen were present. Councilmember Brenden Elwood was excused.

Staff Present: Mayor Rob McFarland, City Administrator David Miller, Deputy City Administrator/Public Works Director Mark Rigos, Administrative Services Director/Deputy City Administrator Dawn Masko, Finance Director Richard Gould, Community & Economic Development Director Rebecca Deming, and Interim Communications Manager Bre Keveren.

Councilmember Gothelf announced Item #2 – Discussion on Fireworks – would be moved to the first item for discussion on tonight's agenda.

Discussion on Fireworks

City Administrator Miller explained that there are variations among cities within King County on fireworks restrictions or bans. Council noted they wanted to ensure that the City of North Bend was in compliance with King County regulations, while acknowledging the North Bend community's historic approach to fireworks. Council noted that neighboring cities and King County as a whole are changing views and regulations about fireworks, which changes Council's view on banning fireworks. Council noted the inherent danger and recurrent, severe injuries that occur due to fireworks every year. Council expressed appreciation for the idea of a commercial and/or community organization-driven, public fireworks show in North Bend.

Council consensus was to send a potential ordinance like King County's ordinance to Council Committee for review and recommendation.

American Rescue Plan Act (ARPA) Funds

Finance Director Gould presented ARPA fund usage options, touching on challenges of understanding clarification around ARPA funds, history, costs, and prerequisites. The City of North Bend has received \$1 million in ARPA funds thus far, and another \$1 million is expected in one week from June 28, 2022.

Council and staff discussed the need to support financial burdens on the City that were unique to COVID-19, a need to target economic development, and that the City reserve a portion of it for future needs.

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Council noted the need to ensure that the City is allocating ARPA funds sufficiently so that the City is not caught unaware when ongoing costs continue.

Administrative Services Director Masko noted that to date, a small amount of ARPA funds have been spent in disinfecting City Hall with the intent of protecting staff while running the 2021 Cooling Shelter, as well as costs associated with the audio visual system that has allowed the City to hold remote and hybrid public meetings. These costs are not mixed in or comingled with other purchases; these are completely separate.

Council and staff discussed the Main Street program and nonprofit organizations that could benefit from ARPA Funds and whether or not funds could be used for the following:

- To help essential workers such as truck drivers and overnight parking
- To increase ventilation in public schools and parks buildings
- To support mental health work with youth, and local organizations that currently support mental health, as well as public schools' work in this area.

Adjournment

The workstudy closed at 7:46 p.m.

ATTEST:

Alan Gothelf, Councilmember

Bre Keveren, Communications Manager



City Council Agenda Bill

SUBJECT:	Agenda Date: July 19, 2022	AB22-080
Motion Authorizing Change Order No. 1 with Amer-X Inc. Roofing for the North Bend Train Depot Rehabilitation Project	Department/Committee/Individual	
Cost Impact: -\$14,350 plus tax (Deduction)	Mayor Rob McFarland	
Fund Source: NA	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments: Change Order No.1		

SUMMARY STATEMENT:

On May 3, 2022, the City Council awarded the North Bend Train Depot Roof Rehabilitation Project to Amer-X Inc. Roofing of Brush Prairie, WA. Notice to Proceed was issued for the project on June 13, 2022 with 90 working days allowed in the contract.

As part of the bid documents, City staff and the architect included a permanent fall protection system for future maintenance of the roof. This fall protection system was to be installed by the contractor, but after discussions with the contractor and our Building Official it was determined the new standing seam metal roof would be too steep to provide safe access to the fall protection system(s) and therefore this has been deleted from the contract. In the future, Public Works will use a lift to access the roof as necessary for repairs and maintenance. The change order also includes a change in roof panel style which resulted in a cost deduction, addition of stainless steel gutter guards, and some additional painting done by the contractor. This is a deductive change order in the amount of \$14,350 plus sales tax.

City staff recommend Change Order No. 1 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 June 28, 2022 and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: MOTION to approve AB22-080, authorizing Change Order No. 1 with Amer-X Inc. Roofing for the North Bend Train Depot Roof Rehabilitation Project, in a form and content acceptable to the City Attorney, in a deductive amount of \$14,350.00 plus sales tax.

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
July 19, 2022		

CONTRACT CHANGE ORDER - NO. 1			
PROJECT NAME	Train Depot Rehabilitation Project		
OWNER	City of North Bend		
CONTRACTOR	AMER-X Inc. Roofing	CHANGE ORDER NUMBER	1
ORIGINAL CONTRACT DOLLAR AMOUNT AND TIME (IN DAYS)		\$149,000.00	90
PRIOR CHANGE ORDER AMOUNTS		\$0.00	0
CONTRACT AMOUNT AND TIME (IN DAYS) PRIOR TO THIS CHANGE ORDER		\$149,000.00	90
THE CHANGE DESCRIBED BELOW BECOMES A PART OF THE CONTRACT ONLY UPON SIGNATURES OF BOTH THE CONTRACTOR AND OWNER. ALL OTHER TERMS OF THE CONTRACT REMAIN UNCHANGED			
		Dollars	Time (Days)
1	Contractor removing fall protection system from scope of work as there is no mechanical systems to maintain on the roof and the 8/12 pitch of the roof makes getting to the top nearly impossible to connect safety gear to fall protection anchors.	-\$16,000.00	0
2	Contractor using Span-Lok HP roof panels with 90 degree folding seam instead of specified Span-Seam panels with 180 degree folding seem. Both products come with the same warranty and uplift protection, but 90 degree folding seams are more servicable in the future.	-\$850.00	0
3	Stainless steel fine mesh gutter guards	\$2,000.00	0
4	Painting of rafter ends	\$500.00	0
NET CHANGE TO DOLLAR AMOUNT AND TIME		-\$14,350.00	0
REVISED CONTRACT DOLLAR AMOUNT AND TIME (IN DAYS)		\$134,650.00	90
REVISED TAX AMOUNT (9.0%)		\$12,118.50	
REVISED CONTRACT DOLLAR AMOUNT INCLUDING TAX		\$146,768.50	
SIGNATURES			
THE PARTIES TO THIS CONTRACT AGREE TO THE TECHNICAL CHANGES, THE CHANGES IN CONTRACT DOLLAR AMOUNT AND THE CHANGES IN CONTRACT TIME INDICATED ABOVE.			
		Project Manager	Date
Contractor's Representative	Date	Mayor	Date



City Council Agenda Bill

SUBJECT:	Agenda Date: July 19, 2022	AB22-081
Motion Authorizing Street Lighting Contracts with Intolight for the North Bend Way Sidewalk Project	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Mike Kenyon/Lisa Marshall City Clerk – Susie Oppedal Administrative Services – Dawn Masko Comm & Econ Development – Rebecca Deming Finance – Richard Gould Public Works – Mark Rigos, P.E.	
Cost Impact: \$83,484.12		
Fund Source: Streets Capital Project		X
Timeline: Immediate		
Attachments: Intolight Contract A & Intolight Contract B		
SUMMARY STATEMENT:		
<p>The North Bend Way Sidewalk Project (adjacent to Rio Bravo and Shell Gas Station) includes installation of 5 new pedestrian level streetlights. City staff have been coordinating with Intolight during design of the project and Intolight provided illumination design plans that are included in the project bid set. Poles, arms, and luminaires shall match what was installed in front of the Phoenix Plaza Development per current City code.</p> <p>The general contractor (RW Scott Construction Co.) for the North Bend Way Sidewalk project shall install the conduit and pole base forms. Intolight shall pour the pole bases, provide and install the poles and luminaires, provide and install the wiring, and make all connections to make the lighting system functional. Total cost of Contract A with Intolight is \$46,387.48.</p> <p>In addition to this work and under a separate contract, since the poles and luminaires across the street (north side of North Bend Way) are a different color and style approved under previous code, the Transportation and Public Works (TPW) Committee requested staff look into several options for making the existing 7 poles on the north side match the 5 new poles being installed on the south side of the road.</p> <p>The options were as follows:</p> <ol style="list-style-type: none">1. Powder coat the existing poles and luminaires black which would cost approximately \$12,000.2. Powder coat the existing poles black and change out the luminaire to match the luminaires that will be installed on the south side of the road which would cost approximately \$37,000.3. Replace the poles and luminaires to match the poles and luminaires that will be installed on the south side of the road which would include new foundations and would cost approximately \$90,000. <p>City staff recommended moving forward with Option 2 above and TPW approved Option 2. Total cost of Contract B with Intolight is \$37,096.64.</p> <p>City staff recommends moving forward with both Intolight Contracts A and B discussed above.</p> <p>Total cost of both contract is \$83,484.12 and shall be funded through capital streets project funds.</p>		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		

City Council Agenda Bill

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: **MOTION to approve AB22-081, authorizing the Mayor to sign street lighting contracts with Intolight for the North Bend Way Sidewalk Project, in a form and content acceptable to the City Attorney, in an amount not to exceed \$83,484.12.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 19, 2022		

EXHIBIT A**Form of Custom Street Lighting Order**

PROJECT NAME: City of North Bend E North Bend Way 2022 Order #: 105099904

LOCATION: E North Bend Way, McClellan St & Ballarat Ave N, North Bend

CUSTOM STREET LIGHTING ORDER – SCHEDULE 51

This Custom Street Lighting Order (this “Order”), dated June 22, 2022, is made and entered into by and between PUGET SOUND ENERGY, INC. (“PSE”) and City of North Bend (“Customer”) (each a “Party,” and collectively the “Parties”) under and pursuant to the terms of that certain Master Lighting Services Agreement No. 0174, dated September 18, 2018, between the Parties (the “Agreement”). This Order covers certain Lighting and Construction Services authorized by this Order and is, along with the associated Schedule, incorporated into and made a part of the Agreement. Unless specifically defined otherwise herein, terms used in this Order with initial letters capitalized have the meanings given them in the Agreement. The Parties agree as follows:

ASSOCIATED SCHEDULE:

This Order is also entered into between the Parties in accordance with PSE’s Schedule 51, Electric Tariff G, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

LIGHTING SERVICES DESCRIPTION:

The installation charge of the listed lighting units was estimated to be \$46,387.48.

Description:

Install:

5 ea 60W LED King K585 Lums, Black

5 ea 11' MH Hapco Alum Pole w/ double planter arm, Black

CONSTRUCTION SERVICES DESCRIPTION:

City will be removing customer owned lighting, we will install 5 new lums and poles.

BILLING:

Billing under this Order will be in accordance with the terms and conditions contained in the terms & conditions of Schedule 51, Electric Tariff G, and the Agreement, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

The basis of the monthly energy charge for the Lighting Services as currently constituted under Rate Schedule 51 is as follows:

Monthly facilities cost is equal to the Value of the System (VOS) x facilities rate. VOS is the estimated installation cost less applicable taxes. Monthly energy cost is equal to the energy rate x number of Units. Energy rate is determined by wattage of unit as currently constituted under the rate schedule.

Value of System: \$ 41,899.99 Facilities Rate: .00136

Units and Wattage breakdown:
5-60W LED fixtures @ \$1.64 per fixture x 1=\$8.20

The total monthly charge for this installation is as follows:

Monthly facilities charge	\$56.98
Monthly energy charge	\$11.68
Total monthly charge:	\$68.66

For Construction Services and Costs, these costs will be billed as follows:

Upon completion of the Construction Services, PSE shall provide the Customer with an invoice for the Construction Costs incurred by PSE. Customer shall remit payment to PSE for the Construction Costs within thirty (30) days of receiving the invoice.

SERVICE TERM/REMOVAL AND SALVAGE COSTS:

Service under this Order is effective for a minimum of fifteen (15) years from the date of this Order (the "Base Term") unless earlier terminated as provided for in the Agreement. If this Order is terminated for any reason during the Base Term, the Customer shall be responsible for all costs of removal of any Facilities associated with the Services, as well as any costs associated with PSE's efforts to salvage the removed Facilities, as set forth in the applicable Schedule. After the expiration of the Base Term, this Order shall continue on a year-to-year basis until terminated by either Party upon at least one (1) year's notice in writing (each, an "Extended Term" and, together with the Base Term, the "Term") unless earlier terminated as provided for elsewhere in this Agreement. The Term may be adjusted by PSE in writing for existing systems purchased by PSE, based on the estimated remaining life and purchase price. If this Order is terminated during any Extended Term, the Customer shall not be responsible for the costs of removal of any Facilities associated with the Services, or any costs associated with PSE's efforts to salvage the removed Facilities.

BILL OF SALE:

As part of this Order, the Parties have agreed that Customer shall transfer certain assets to PSE, pursuant to the terms of a Bill of Sale, in form and content as mutually agreed upon between the Parties and as attached hereto.

ADDITIONAL TERMS:

1. To transfer the energy and maintenance monthly billing, the new billing party must contact PSE in writing.
2. Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

3. Are non-standard components included in this Order? Yes No
The monthly billing party for the energy and maintenance will be:
Billing Party Name: City of North Bend

Billing Address: 211 Main Ave NE (PO Box 896), North Bend WA 98045

This Order, executed by Customer's duly authorized representative as of the date first written above, is for the Lighting Services described above delivered under PSE's Schedule 51.

Customer: City of North Bend

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company: **Puget Sound Energy, Inc.**

Signature: _____

Date: _____

Printed Name: _____

Title: _____

EXHIBIT A

Form of Custom Street Lighting Order

PROJECT NAME: North Bend Way Sidewalk Project CO Order #: 101150712
LOCATION: 218 E North Bend Way, North Bend, WA 98045

CUSTOM STREET LIGHTING ORDER – SCHEDULE 51

This Custom Street Lighting Order (this “Order”), dated June 20,2022, is made and entered into by and between PUGET SOUND ENERGY, INC. (“PSE”) and City of North Bend (“Customer”) (each a “Party,” and collectively the “Parties”) under and pursuant to the terms of that certain Master Lighting Services Agreement No. 0174, dated September 18,2018, between the Parties (the “Agreement”). This Order covers certain Lighting and Construction Services authorized by this Order and is, along with the associated Schedule, incorporated into and made a part of the Agreement. Unless specifically defined otherwise herein, terms used in this Order with initial letters capitalized have the meanings given them in the Agreement. The Parties agree as follows:

ASSOCIATED SCHEDULE:

This Order is also entered into between the Parties in accordance with PSE's Schedule 51, Electric Tariff G, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

LIGHTING SERVICES DESCRIPTION:

The installation charge of the listed lighting units was estimated to be \$37,096.64.

Description:

Install:

7 ea 60W LED King K585 Lums, Black

7 ea Paint existing poles black.

Remove:

7 ea 60W LED K137 Verde Green Lums

CONSTRUCTION SERVICES DESCRIPTION:

Remove 7-60W LED Globe Style Lums and replace with 7-60W LED Decorative Post Top.

BILLING:

Billing under this Order will be in accordance with the terms and conditions contained in the terms & conditions of Schedule 51, Electric Tariff G, and the Agreement, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

The basis of the monthly energy charge for the Lighting Services as currently constituted under Rate Schedule 51 is as follows:

Monthly facilities cost is equal to the Value of the System (VOS) x facilities rate. VOS is the estimated installation cost less applicable taxes. Monthly energy cost is equal to the energy rate x number of Units. Energy rate is determined by wattage of unit as currently constituted under the rate schedule.

Value of System: \$ 46,317.96 Facilities Rate: .00136

Units and Wattage breakdown:

7-60W LED fixtures @ \$1.64 per fixture x 1=\$11.48

The total monthly charge for this installation is as follows:

Monthly facilities charge	\$62.99
Monthly energy charge	\$11.68
Total monthly charge:	\$74.67

For Construction Services and Costs, these costs will be billed as follows:

Upon completion of the Construction Services, PSE shall provide the Customer with an invoice for the Construction Costs incurred by PSE. Customer shall remit payment to PSE for the Construction Costs within thirty (30) days of receiving the invoice.

SERVICE TERM/REMOVAL AND SALVAGE COSTS:

Service under this Order is effective for a minimum of fifteen (15) years from the date of this Order (the "Base Term") unless earlier terminated as provided for in the Agreement. If this Order is terminated for any reason during the Base Term, the Customer shall be responsible for all costs of removal of any Facilities associated with the Services, as well as any costs associated with PSE's efforts to salvage the removed Facilities, as set forth in the applicable Schedule. After the expiration of the Base Term, this Order shall continue on a year-to-year basis until terminated by either Party upon at least one (1) year's notice in writing (each, an "Extended Term" and, together with the Base Term, the "Term") unless earlier terminated as provided for elsewhere in this Agreement. The Term may be adjusted by PSE in writing for existing systems purchased by PSE, based on the estimated remaining life and purchase price. If this Order is terminated during any Extended Term, the Customer shall not be responsible for the costs of removal of any Facilities associated with the Services, or any costs associated with PSE's efforts to salvage the removed Facilities.

BILL OF SALE:

As part of this Order, the Parties have agreed that Customer shall transfer certain assets to PSE, pursuant to the terms of a Bill of Sale, in form and content as mutually agreed upon between the Parties and as attached hereto.

ADDITIONAL TERMS:

1. To transfer the energy and maintenance monthly billing, the new billing party must contact PSE in writing.
2. Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

3. Are non-standard components included in this Order? Yes No
The monthly billing party for the energy and maintenance will be:
Billing Party Name: City of North Bend

Billing Address: 211 Main Ave NE (PO Box 896), North Bend WA 98045

This Order, executed by Customer's duly authorized representative as of the date first written above, is for the Lighting Services described above delivered under PSE's Schedule 51.

Customer: City of North Bend

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company: **Puget Sound Energy, Inc.**

Signature: _____

Date: _____

Printed Name: _____

Title: _____



City Council Agenda Bill

SUBJECT:	Agenda Date: July 19, 2022	AB22-082
Resolution Accepting Bids and Awarding Construction Contract for the North Bend Way Guardrail Repair Project to Peterson Brothers Inc.	Department/Committee/Individual	
Cost Impact: \$15,444.86 plus sales tax	Mayor Rob McFarland	
Fund Source: Insurance	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	
	Comm & Econ Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments: Resolution, Quotes		
SUMMARY STATEMENT:		
In May of 2022, a section of guardrail was hit along W. North Bend Way in the westbound direction at the Gardiner Creek Bridge by an unknown driver. City staff filed a police report and requested quotes from three contractors to repair the guardrail. The low quote was from Peterson Brothers Inc. in the amount of \$15,444.86.		
City staff have performed the appropriate background checks on Peterson Brothers Inc. and have also worked with Peterson Brothers Inc. in the past on a similar project. Staff recommends award of this contract to Peterson Brothers Inc.		
The project costs shall be covered by insurance reimbursement.		
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 June 28, 2022 and recommended approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB22-082, a resolution accepting bids and awarding the construction contract for the North Bend Way Guardrail Repair Project to Peterson Brothers Inc.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 19, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE NORTH BEND WAY GUARDRAIL REPAIR PROJECT

WHEREAS, the City of North Bend (City) wishes to repair a portion of guardrail along W. North Bend Way in the westbound direction at the Gardiner Creek Bridge that was hit by an unknown driver; and

WHEREAS, the Project shall include, but is not limited to, removal of existing guardrail and guardrail posts and the installation of new guardrail and guardrail posts to meet current safety standards; and

WHEREAS, the Project is funded through insurance reimbursement; and

WHEREAS, the City requested bids from three (3) contractors and Peterson Brothers, Inc. bid is the lowest responsible bid in the amount of \$15,444.86 plus 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 Guardrail Repair Project are accepted.

Section 2. The construction contract for the North Bend Way Guardrail Repair Project is awarded to Peterson Brothers, Inc., in the amount of \$15,444.86 plus 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 19TH DAY OF
JULY, 2022.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

Council Packet July 19, 2022

COMPETITIVE NEGOTIATION AND SMALL PURCHASE
CONTRACTING DOCUMENTATION

This format should be used for contracts for professional services and other procurement to Document compliance with federal procurement standards.

1. **Type of Contract:**

Professional Services	<u>Guardrail repair</u>
Printing	_____
Equipment/Supplies	_____
Other	_____

2. **Address of Contractors Contacted:**

A. Name of Person Business:
Street or PO Box:
City/State/Zip Code:
Work Telephone Number:
Quote/Bid given:

Peterson Brothers Inc
2008 East Valley Highway
Sumner WA 98390
253-833-2544
15,444.86

B. Name of Person Business:
Street or PO Box:
City/State/Zip Code:
Work Telephone Number:
Quote/Bid given:

Act
PO Box 430
Puyallup WA 98371
253-248-1091
No quote

C. Name of Person Business:
Street or PO Box:
City/State/Zip Code:
Work Telephone Number:
Quote/Bid given:

Active Construction Inc
5110 River Rd E
Tacoma WA 98443
253-248-1091
No quote or response

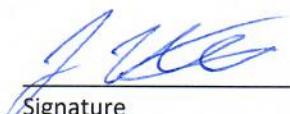
D. Name of Person Business:
Street or PO Box:
City/State/Zip Code:
Work Telephone Number:
Quote/Bid given:

Axana general construction
Maple Valley WA 98038
206-786-5383
No quote or response

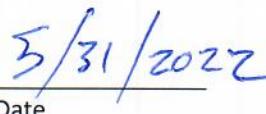
Contractor Selected: Peterson Brothers Inc

Basis for Selection: Lowest Price \$15,444.86 Other _____

If the basis for selection was not the lowest price, explain the basis used:



Signature



Date

Jason Baxter

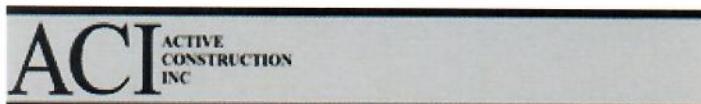
From: Ryan Heathers <ryanh@activeconstruction.com>
Sent: Thursday, May 19, 2022 12:42 PM
To: Jason Baxter
Subject: RE: North Bend Way Leading end G-rail

Hi Jason,

Peterson Brothers or Pacific Rim can probably help you out. They specialize in Guardrail.

Thanks,

R
H



RYAN HEATHERS | Construction Manager/ Estimator
O: 253 248-1091 | M: 253 606-8638 | F: 253 248-1092 |
"GET ACTIVE"

P.O. Box 430, Puyallup, WA 98371 | www.activeconstruction.com | ryanh@activeconstruction.com
ACI is an Equal Opportunity Employer | FOLLOW US: [f](https://www.facebook.com/activeconstructioninc)

From: Jason Baxter [mailto:JBAXTER@NORTHBENDWA.GOV]
Sent: Thursday, May 19, 2022 12:33 PM
To: Ryan Heathers <ryanh@activeconstruction.com>
Subject: North Bend Way Leading end G-rail

Hello,

I have a guardrail leading end on WB North Bend Way that needs an upgrade, and I was wondering if your company was interested in doing the repairs. if so can you please provide me with a quote?

<https://goo.gl/maps/S5Zc8Kkyk7172YsSA>

Thanks,

Jason Baxter
Streets / Stormwater Lead
1155 E North Bend Way
North Bend, WA 98045
phone: (425) 888-7656
fax: (425) 888-3502

Petersen Brothers, Inc.

2008 EAST VALLEY HIGHWAY
SUMNER, WASHINGTON 98390
(253) 833-2544 (253) 863-8136
FAX (253) 863-5951

Contractors # CC-01 PETERBI187NZ

Project Name: W. NORTHBEND WAY AT GARDINERS CREEK GUARDRAIL UPGRADE

BID DATE: 05/27/2022

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Beam Guardrail Type 31 Non-Flared Terminal	1.00	EACH	6,864.02	6,864.02
2	Beam Guardrail Transition Section Type 21	1.00	EACH	7,848.97	7,848.97
3	Project Temporary Traffic Control	1.00	L.S.	731.87	731.87

TOTAL QUOTE 15,444.86

Name: JASON BAXTER	CITY OF NORTH BEND
Phone: 425-888-7656	
Email: JBAXTER@NORTHBENDWA.GOV	

This quote contains the following exclusions/qualifications:

- **Price does not include traffic control unless specified.
- **Prices include material & installation, bond and insurance.
- **This quote sheet to become part of any subcontract agreement.
- **Any deletion or change to above bid items must be agreed to prior to bid opening.
- **Beam Guardrail is available in 12.5' and 6.25' lengths
- **Prices are good if contract is received within 30 days after award of job, after 30 days prices must be renegotiated.

**IF ACCEPTED PLEASE SIGN AND FAX BACK TO 253-863-5951
NO WORK WILL BE PERFORMED WITHOUT PROPER AUTHORIZATION**

By: _____

Date: _____

Title: _____

Phone: _____

Company Name: _____

Fax: _____

Address: _____



City Council Agenda Bill

SUBJECT:	Agenda Date: July 19, 2022	AB22-083
Motion Authorizing a Professional Services Agreement with the Law Offices of Tom Pors for Legal Services	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	X
	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos	
	Administrative Services - Dawn Masko	
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		
Attachments: Professional Services Agreement		

SUMMARY STATEMENT:

The City has several legal issues under consideration that regard water rights and water law in Washington. The City currently has special water counsel, Tom Pors, under contract to provide legal assistance on these matters. Over the term of the past 20 years water rights issues have been concentrated toward increasing water supply to meet the City's Growth Management Act requirements to provide adequate infrastructure and water service to accommodate assigned growth targets. This has involved creative solutions to the unique water mitigation requirement that North Bend has as a condition to the Centennial Water Permit issued by the State Department of Ecology. Given the lack of success in our negotiations with the Sallal Water District to obtain mitigation water supply we are in need of continued legal assistance from water experts.

Mr. Pors was originally placed under contract with the City of North Bend on March 17, 2020, for an amount not to exceed \$50,000. On January 1, 2021 the Council approved Amendment No. 1 to Mr. Pors contract extending the period of service for an additional year to January 1, 2022, under the original \$50,000 limit. Over the past 2 years and three months Mr. Pors has provided beneficial legal counsel to the City in negotiations with Sallal, the State Department of Ecology and the State Department of Health. Mr. Pors has an extensive history of working with the City of North Bend on the issue of water rights and water supply. In order to continue service with Mr. Pors staff recommends approval of the attached professional services contract through January 1, 2023, in the amount of \$50,000.

APPLICABLE BRAND GUIDELINES: The City's brand statement supports this action in the following areas: sustainably managed growth, consistent delivery of quality basic services, and economic viability and a balanced budget.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Finance & Administration Committee on July 5, 2022 with a recommendation for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-083, authorizing the Mayor to sign a Professional Services Agreement for legal services with the Law Offices of Tom Pors, in a form and content acceptable to the City Attorney, in an amount not to exceed \$50,000.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
July 19, 2022		

**PROFESSIONAL SERVICES AGREEMENT
FOR LEGAL SERVICES**

This Professional Services Agreement (“Agreement”) is entered into this _____ day of _____, 2022 (“Agreement”), by and between the City of North Bend, a municipal corporation of the State of Washington (“City”), and The Law Office of Thomas M. Pors, P.S (“Consultant”).

WHEREAS, the Mayor entered into a Professional Services Agreement with Consultant on February 20, 2020 (“Mayor Agreement”) to have certain legal services performed for the City’s citizens; and

WHEREAS, City subsequently entered into another Professional Services Agreement with Consultant on March 17, 2020 (“First PSA”), to terminate and replace the Mayor Agreement and to provide for additional legal services by Consultant; and

WHEREAS, on February 17, 2021 City and Consultant entered into a First Amendment to the First PSA (“First Amendment”); and

WHEREAS, the term of the First Amendment has expired, and City desires to continue its relationship with Consultant for the performance of certain legal services;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** Consultant shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** Consultant will invoice City monthly based upon an hourly rate of Three Hundred and Fifty Dollars and No/100 (\$350.00) per hour for legal services requested by City. Consultant also anticipates certain reimbursable expenses, such as mileage at \$0.55 per mile, messenger and delivery fees and \$0.15 per page for hard copies and facsimiles. Consultant will not bill City for legal services during travel times. Consultant shall be paid a total amount not to exceed Fifty Thousand Dollars and 00/100 (\$50,000.00), exclusive of the monies previously paid to Consultant under the earlier Mayor Agreement, First PSA, or First Amendment. City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached Exhibit C (Taxpayer Identification Number) to City prior to or along with the first invoice.
3. **Term.** This Agreement shall be in full force and effect for a period commencing _____, 2022, and continuing until December 31, 2022, unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein. This Agreement will automatically renew for additional one (1) year terms following the expiration of the initial Term if both parties consent to such renewal.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this Agreement shall be the property of City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, Consultant shall provide to City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by City, all final documents,

reports, or studies shall be provided to City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by City or its representatives for any purpose other than the project specified in this Agreement.

5. **Independent Contractor.** City and the Consultant agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither the Consultant nor any of Consultant's employees shall be entitled, by virtue of the services provided under this Agreement, to any benefits afforded to City employees. City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers' compensation, or for otherwise assuming the duties of an employer with respect to the Consultant or Consultant's employees.
6. **Indemnification.** The Consultant shall indemnify, defend, and hold harmless City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of City.

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

7. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit Consultant's liability to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.

A. **Scope of Required Insurance.** Consultant shall maintain insurance of the types and coverage described below:

1. **Automobile liability insurance**, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. **Commercial general liability insurance**, written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. City shall be named as an

additional insured under Consultant's Commercial General Liability insurance policy with respect to the work performed for City, using an additional insured endorsement at least as broad as ISO CG 20 26.

3. **Professional liability insurance** appropriate to the Consultant's profession, written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. **Workers' compensation coverage** as required by the Industrial Insurance laws of the State of Washington.

B. **Additional Insurance Provisions.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Consultant's automobile liability and commercial general liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall provide City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

C. **Certificates of Insurance.** Within fifteen (15) days of the execution of this Agreement, Consultant shall deliver original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this Section 7.

D. **Failure to Maintain Insurance.** Consultant's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of City, offset against funds due Consultant from City.

E. **Full Availability of Consultant Limits.** If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Consultant.

8. Recordkeeping and "Red Flag" Rules.

- A. Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Consultant shall also maintain such other records as may be deemed necessary by City to ensure proper accounting of all funds contributed by City to the performance of this Agreement and of the parties' compliance with this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by City.

C. Consultant acknowledges receipt of and agrees to adhere to City's Identity Theft Prevention Program ("Red Flag" rules), a copy of which is attached hereto as **Exhibit D**.

9. Taxes, Licenses and Permits.

- A. Consultant shall procure and maintain a City business license in accordance with Chapter 5.04 NBMC, *Business Licenses and Business and Occupation Tax*, prior to beginning work under this Agreement. Consultant assumes responsibility for and ensures that all contractors, subcontractors and suppliers shall also obtain a City business license.
- B. Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to Chapters 5.04 and 5.05 NBMC, and Consultant agrees to comply with all applicable laws regarding the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Consultant shall reimburse and hold City harmless from such costs, including attorneys' fees. Consultant shall also require all contractors, subcontractors and suppliers to pay all charges and taxes in accordance with this Section 9.
- C. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by City or any other governmental body, then Consultant authorizes City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Consultant's total compensation.

10. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the term of this Agreement. City shall have the right to conduct an audit of Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of Consultant.

11. Termination. This Agreement may be terminated by City at any time upon ten (10) days' written notice; provided, that if Consultant's insurance coverage is canceled for any reason, City shall have the right to terminate this Agreement as provided in Subsection 7(D) herein. If City is in default of the terms of this Agreement with respect to paying Consultant undisputed amounts owed following a thirty (30) day notice and opportunity to cure, Consultant may suspend all Services until City pays in full.

12. Discrimination Prohibited. Consultant shall not discriminate against any employee, applicant for employment, or any person seeking Consultant's services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

13. Assignment and Subcontract. Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of City.

14. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments or addenda signed by both parties.

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

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

To Consultant: Thomas M. Pors Law Office
1700 7th Avenue, Suite 2100
Seattle, Washington 98101
Phone: (206) 357-8570
tompors@comcast.net

16. Security. Consultant will protect confidential information provided by City pursuant to this Agreement by adhering to policies governing physical, electronic, and managerial safeguards against unauthorized access to an unauthorized disclosure of confidential information. Security standards shall meet or exceed Washington State Office of the Chief Information Officer Standard No. 141.10. Only authorized employees of Consultant shall have access to City's confidential information, and only for the purposes specified in this Agreement. Consultant shall, within 24 hours of discovery, report to City any use, access to or disclosure of City's confidential information not previously authorized by City.

17. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly and exclusively in King County, Washington.

BY THEIR SIGNATURES BELOW, the authorized agents of the parties enter into this Agreement as of the day and year first written above.

CITY OF NORTH BEND

By: _____
Rob McFarland, Mayor

Attest/Authenticated:

Susie Oppedal, City Clerk

LAW OFFICE OF THOMAS M. PORS

By: _____
Printed Name: Thomas M. Pors
Title: Owner

Approved As To Form:

Lisa Marshall, City Attorney

EXHIBIT A:
SCOPE OF SERVICES

Consultant shall furnish and perform those legal services requested by the Mayor, City Administrator or Public Works Director.

EXHIBIT B:
COMPENSATION

(Intentionally Left Blank – Compensation is set forth in Agreement)

EXHIBIT C:
TAXPAYER IDENTIFICATION NUMBER

CITY OF NORTH BEND
920 SE Cedar Falls Way
North Bend, WA 98045
Phone: (425) 888-1211
FAX: (425) 831-6200

In order for you to receive reimbursement from the City of North Bend, we must have either a Taxpayer Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of North Bend before or along the submittal of the first billing voucher.

Please check the appropriate category:

Corporation Partnership Government Agency
 Individual/Sole Proprietor Other (please explain)

TIN#: _____ - _____ - _____

SS#: XXX-XX-XXXX

Print Name: _____
Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

EXHIBIT D:
CITY OF NORTH BEND
IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

The City of North Bend developed this Identity Theft Prevention Program (“Program”) pursuant to the Federal Trade Commission’s Red Flags Rule (“Rule”), which implements Sections 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003. This Program was developed with the oversight and approval of the City’s Finance Director. After consideration of the size and complexity of the City’s operations and account systems, and the nature and scope of the City’s activities, the City Council determined that this Program was appropriate for the City, and therefore approved this Program by the adoption of Ordinance No.1351 on the 21 day of April, 2009.

II. PROGRAM PURPOSE AND DEFINITIONS

A. Fulfilling Requirements of the Red Flags Rule. Under the Red Flags Rule, every financial institution and creditor is required to establish an identity theft prevention program tailored to its size, complexity and the nature of its operation. The Program must contain reasonable policies and procedures to:

- Identify relevant red flags as defined in the Rule and this Program for new and existing covered accounts, and incorporate those red flags into the Program;
- Detect red flags that have been incorporated into the Program;
- Respond appropriately to any red flags that are detected to prevent and mitigate identity theft; and
- Update the Program periodically to reflect changes in risks to customers or to the safety and soundness of the City from identity theft.

B. Red Flags Rule Definitions Used in this Program. For the purposes of this Program, the following definitions apply:

“Account” means a continuing relationship established by a person with a creditor to obtain a product or service for personal, family, household or business purposes.

“Covered account” means:

1. Any account the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
2. Any other account the City offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City from identity theft.

“Creditor” has the same meaning as defined in Section 701 of the Equal Credit Opportunity Act, 15 U.S.C. 1691a, and includes a person or entity that arranges for the extension, renewal or continuation of credit, including the City.

“Customer” means a person or business entity that has a covered account with the City.

“Financial institution” means a state or national bank, a state or federal savings and loan association, a mutual savings bank, a state or federal credit union, or any other entity that holds a “transaction account” belonging to a customer.

“Identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including name, address, telephone number, social security number, date of birth, government passport number, employer or taxpayer identification number or unique electronic identification number.

“Identity theft” means fraud committed using the identifying information of another person.

“Red flag” means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

“Service provider” means a person or business entity that provides a service directly to the City relating to or in connection with a covered account.

III. IDENTIFICATION OF RED FLAGS

In order to identify relevant red flags, the City shall review and consider the types of covered accounts that it offers and maintains, the methods it provides to open covered accounts, the methods it provides to access its covered accounts, and its previous experiences with identity theft. The City identifies the following red flags, in each of the listed categories:

A. Notification and Warnings from Credit Reporting Agencies – Red Flags.

- Report of fraud accompanying a credit report;
- Notice or report from a credit agency of a credit freeze on a customer or applicant;
- Notice or report from a credit agency of an active duty alert for an applicant; and
- Indication from a credit report of activity that is inconsistent with a customer’s usual pattern or activity.

B. Suspicious Documents – Red Flags.

- Identification document or card that appears to be forged, altered or inauthentic;
- Identification document or card on which a person’s photograph or physical description is not consistent with the person presenting the document;
- Other document with information that is not consistent with existing customer information (such as a person’s signature on a check appears forged); and
- Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information – Red Flags.

- Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);
- Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a driver’s license);
- Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- Social security number presented that is the same as one given by another customer;
- An address or phone number presented that is the same as that of another person;

- Failing to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
- Identifying information which is not consistent with the information that is on file for the customer.

D. Suspicious Account Activity or Unusual Use of Account – Red Flags.

- Change of address for an account followed by a request to change the account holder's name;
- Payments stop on an otherwise consistently up-to-date account;
- Account used in a way that is not consistent with prior use (such as very high activity);
- Mail sent to the account holder is repeatedly returned as undeliverable;
- Notice to the City that a customer is not receiving mail sent by the City;
- Notice to the City that an account has unauthorized activity;
- Breach in the City's computer system security; and
- Unauthorized access to or use of customer account information.

E. Alerts from Others – Red Flag.

- Notice to the City from a customer, a victim of identity theft, a law enforcement authority or other person that it has opened or is maintaining a fraudulent account for a person engaged in identity theft.

IV. DETECTING RED FLAGS

A. New Accounts. In order to detect any of the red flags identified above associated with the opening of a **new account**, City personnel will take the following steps to obtain and verify the identity of the person opening the account:

- Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
- Verify the customer's identity (for instance, review a driver's license or other identification card);
- Review documentation showing the existence of a business entity; and
- Independently contact the customer.

B. Existing Accounts. In order to detect any of the red flags identified above for an **existing account**, City personnel will take the following steps to monitor transactions with an account:

- Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
- Verify the validity of requests to change billing addresses; and
- Verify changes in banking information given for billing and payment purposes.

V. PREVENTING AND MITIGATING IDENTITY THEFT

In the event City personnel detect any identified red flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the red flag:

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;
- Contact the customer with the covered account;

- Change any passwords or other security codes and devices that permit access to a covered account;
- Not open a new covered account;
- Close an existing covered account;
- Reopen a covered account with a new number;
- Not attempt to collect payment on a covered account;
- Notify the Finance Director for determination of the appropriate step(s) to take;
- Notify law enforcement; or
- Determine that no response is warranted under the particular circumstances.

B. Protect Customer Identifying Information. In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City shall take the following steps with respect to its internal operating procedures to protect customer identifying information:

- Secure the City website but provide clear notice that the website is not secure;
- Undertake complete and secure destruction of paper documents and computer files containing customer information;
- Make office computers password protected and provide that computer screens lock after a set period of time;
- Keep offices clear of papers containing customer identifying information;
- Request only the last 4 digits of social security numbers (if any);
- Maintain computer virus protection up to date; and
- Require and keep only the kinds of customer information that are necessary for City purposes.

VI. PROGRAM ADMINISTRATION

A. Oversight. The Finance Director or other designated city employee at the level of senior management shall be responsible for developing, implementing, and updating the Program.

The Finance Director shall also be responsible for the Program administration, for appropriate training of City staff on the Program, for reviewing the annual staff report required under the Program, as well as any other staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances, and considering periodic changes to the Program.

B. Staff Training and Reports. City staff responsible for implementing the Program shall be trained either by or under the direction of the Finance Director in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Additionally, a compliance report shall be provided annually to the Finance Director. The annual compliance report shall at a minimum address the following:

1. The effectiveness of the City's policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
2. Service provider arrangements;
3. Significant incidents involving identity theft and the City's response; and
4. Recommendations for material changes to the Program.

C. Service Provider Arrangements. In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that

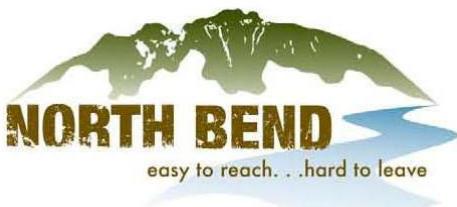
the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the Program and with all instructions and directives issued by the Finance Director relative to the Program; or
- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the service provider's identity theft prevention program and will take appropriate action to prevent and mitigate identity theft; and that the service providers agree to report promptly to the City in writing if the service provider in connection with a City covered account detects an incident of actual or attempted identity theft or is unable to resolve one or more red flags that the service provider detects in connection with a covered account.

D. Customer Identifying Information and Public Disclosure. The identifying information of City customers with covered accounts shall be kept confidential and shall be exempt from public disclosure to the maximum extent authorized by law, including RCW 42.56.230(4). The City Council also finds and determines that public disclosure of the City's specific practices to identify, detect, prevent, and mitigate identify theft may compromise the effectiveness of such practices and hereby direct that, under the Program, knowledge of such specific practices shall be limited to the Finance Director and those City employees and service providers who need to be aware of such practices for the purpose of preventing identity theft.

VII. PROGRAM UPDATES

The Program will be periodically reviewed and updated to reflect changes in risks to customers and to the safety and soundness of the City from identity theft. The Finance Director shall at least annually review the annual compliance report and consider the City's experiences with identity theft, changes in identity theft methods, changes in identity theft detection and prevention methods, changes in types of accounts the City maintains and changes in the City's business arrangements with other entities and service providers. After considering these factors, the Finance Director shall determine whether changes to the Program, including the listing of red flags, are warranted. If warranted, the Finance Director shall present the recommended changes to the City Council for review and approval.



City Council Agenda Bill

SUBJECT:	Agenda Date: July 19, 2022	AB22-084
Motion Authorizing a First Amendment to the Professional Services Agreement with the Law Offices of Bill Clarke, for Legal Services	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	X
	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos	
	Administrative Services - Dawn Masko	
Attachments: First Amendment		

SUMMARY STATEMENT:

The City has several legal issues under consideration that regard water rights and water law in Washington. The City currently has special water counsel, Tom Pors under contract to provide legal assistance on these matters. Over the term of the past 20 years water rights issues have been concentrated toward increasing water supply to meet the City's Growth Management Act requirements to provide adequate infrastructure and water service to accommodate assigned growth targets. This has involved creative solutions to the unique water mitigation requirement that North Bend has as a condition to the Centennial Water Permit issued by the State Department of Ecology. Given the lack of success in our negotiations with the Sallal Water District to obtain mitigation water supply we are in need of legislative relief to provide creative options through the state legislature. Mr. Clarke is an experienced lobbyist with the Washington State Legislature with over 22 years of successful legislative lobbying on water issues. Mr. Clarke has assisted several water districts and municipalities to get through the complicated water rights and supply issues.

The attached First Amendment to the Professional Service Agreement (PSA) for Mr. Clarke, amends the existing PSA for \$7,500, signed under the Mayor's authority in order to get Mr. Clarke started with the City. The First Amendment is for a one year term beginning on July 21, 2022 through July 21, 2023, in an amount not to exceed \$60,000 to be paid through a \$5,000/month retainer. This next year is a critical year to discover additional water supply given that four years are left on our Five Year Water Supply Plan as approved by the State Department of Health. Soon we must update the water Supply Plan with a solution for additional mitigation water. Mr. Clarke is a key resource in that effort.

APPLICABLE BRAND GUIDELINES: The City's brand statement supports this action in the following areas: sustainably managed growth, consistent delivery of quality basic services, and economic viability and a balanced budget.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Finance & Administration Committee on July 5, 2022 with the recommendation for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-084, authorizing the Mayor to sign a First Amendment the Professional Services Agreement for legal services with the Law Offices of Bill Clarke, in a form and content acceptable to the City Attorney, in an amount not to exceed \$60,000.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
July 19, 2022		

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND BILL CLARKE**

THIS FIRST AMENDMENT (“Amendment”) to the Professional Services Agreement by and between the City of North Bend and Bill Clarke, Attorney at Law & Government Affairs (“Consultant”), dated June 23, 2022 (hereafter the “Agreement”), is made pursuant to Section 14 of the Agreement.

1. Section 2 of the Agreement is hereby amended to read as follows:

Compensation and Method of Payment. Consultant will invoice City based upon the fee schedule set forth in **Exhibit B** attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed Sixty Thousand Dollars (\$60,000) without written modification of this Agreement signed by City. City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to City prior to or along with the first invoice.

All other terms and conditions remain as provided in the original Agreement dated June 23, 2022.

DATED this _____ day of _____, 2022.

CITY OF NORTH BEND

By: _____
Rob McFarland, Mayor

BILL CLARKE

By: _____
Printed Name: _____
Title: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Lisa Marshall, City Attorney



City Council Agenda Bill

SUBJECT:	Agenda Date: July 19, 2022	AB22-085
Resolution Authorizing the Segregation of Original Assessments under ULID No. 6 Pursuant to Section 35.44.410 of the Revised Code of Washington	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Mike Kenyon/Lisa Marshall City Clerk – Susie Oppedal Administrative Services – Dawn Masko Comm & Econ Development – Rebecca Deming Finance – Richard Gould Public Works – Mark Rigos, P.E.	
Cost Impact: N/A		
Fund Source: N/A		X
Timeline: Immediate		
Attachments: Resolution, Exhibit A - Segregation Request, Exhibit B - Revised Parcel Diagram, Exhibit C - Segregation of Assessment		
SUMMARY STATEMENT:		
John Day Homes Inc. has submitted a written request to reapportion the original utility local improvement district assessments on their Maloney Estates property. RCW 35.44.410 sets forth the authority and procedures for reallocating assessments whenever it is determined that a segregation should be made. This action will proportionately redistribute the original assessment amounts to the new parcels and attach new liens that are enforceable by judicial foreclosure in the event that future installments are not collected in a timely manner.		
There are 22 newly subdivided building lots in the Maloney Estates plat located west of Maloney Grove Avenue SE and in between SE Mount Teneriffe Place to the north and SE 10 th Street to the south. Prior tax parcel numbers were:		
<ul style="list-style-type: none">• 102308-9071• 102308-9277• 102308-9278		
City staff recommend this ULID No. 6 segregation 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 June 28, 2022 and recommended approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB22-085, a resolution authorizing the segregation of original assessments under ULID No. 6 pursuant to section 35.44.410 of the Revised Code of Washington.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 19, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING SEGREGATION OF ASSESSMENTS UNDER UTILITY LOCAL IMPROVEMENT DISTRICT NO. 6 PURSUANT TO SECTION 35.44.410 OF THE REVISED CODE OF WASHINGTON

WHEREAS, the City of North Bend has received written request attached as Exhibit A from John Day Homes Inc. as the property owner requesting the segregation of the original assessments on property located within Utility Local Improvement District No. 6; and

WHEREAS, RCW 35.44.410 authorizes the City Council to order the segregation of local improvement district assessments whenever property subject to such assessments is subdivided or otherwise altered by a boundary line adjustment; and

WHEREAS, the new parcel configuration is shown on the revised parcel diagram attached as Exhibit B; and

WHEREAS, RCW 35.44.410 requires that the sum of the new assessments equal the combined amount of the original assessments before segregation; and

WHEREAS, this segregation will continue to protect the security of outstanding district obligations payable from such assessments and preserve the security of these liens by reallocating the original assessments to the newly created parcels;

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

Section 1. Segregation shall be made to the assessment roll of Utility Local Improvement District No. 6 that was confirmed and adopted by Ordinance No. 1682 on March 5, 2019.

Section 2. Assessments shall be segregated in accordance with Section 35.44.410 of the Revised Code of Washington to real property located within the boundaries of Utility Local Improvement District No. 6 and shall result in amended assessments as shown in the table attached hereto and incorporated by this reference as Exhibit C.

Section 3. The combined sum of the amended assessments shall equal the amount of the original assessment before segregation, and the assessment roll is in all other respects reaffirmed.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF JULY, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

Exhibit A — Segregation Request

CITY OF NORTH BEND
APPLICATION TO SEGREGATE ULID ASSESSMENT

PLEASE COMPLETE AND RETURN THIS FORM TO:	City of North Bend Finance Department 920 SE Cedar Falls Way / PO Box 896 / North Bend WA 98045
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Property Owner:	John Day Homes Inc.	
Address	PO Box 2930	
City, State & Zip	North Bend WA 98045	
Telephone:		Email:

Original Tax Parcel Numbers	Original Assessment	New Parcel Descriptions or Tax Parcel Numbers if assigned
102308-9071	\$14,129.63	Maloney Estates Lots 1-18
102308-9277	\$32,300.22	
102308-9278	\$38,721.83	

(If additional space is required please attach the requested information on a separate sheet)

1. The undersigned holds an ownership interest in the above referenced parcel(s) located within a local improvement district in the City of North Bend, King County, Washington.
2. The City of North Bend is hereby requested to segregate the assessment listed above in accordance with the new property configuration.
3. This application for segregation of assessment is made under the provisions of §35.44.410 of the *Revised Code of Washington*.

Michelle Randal

Applicant (please print)

Michelle Randal

Signature

6-2-2022

Date

ASSESSMENT SEGREGATION FEE

A segregation fee of \$1,210 is due per §35.44.410 of the *Revised Code of Washington* as a condition of final approval. Please include payment with this completed form. Questions may be directed to Public Finance at (425) 885-1604.

CITY USE: RECEIPT # 35293

DATE 6/6/2022

BY J. Bowe

Exhibit B — Revised Parcel Diagram

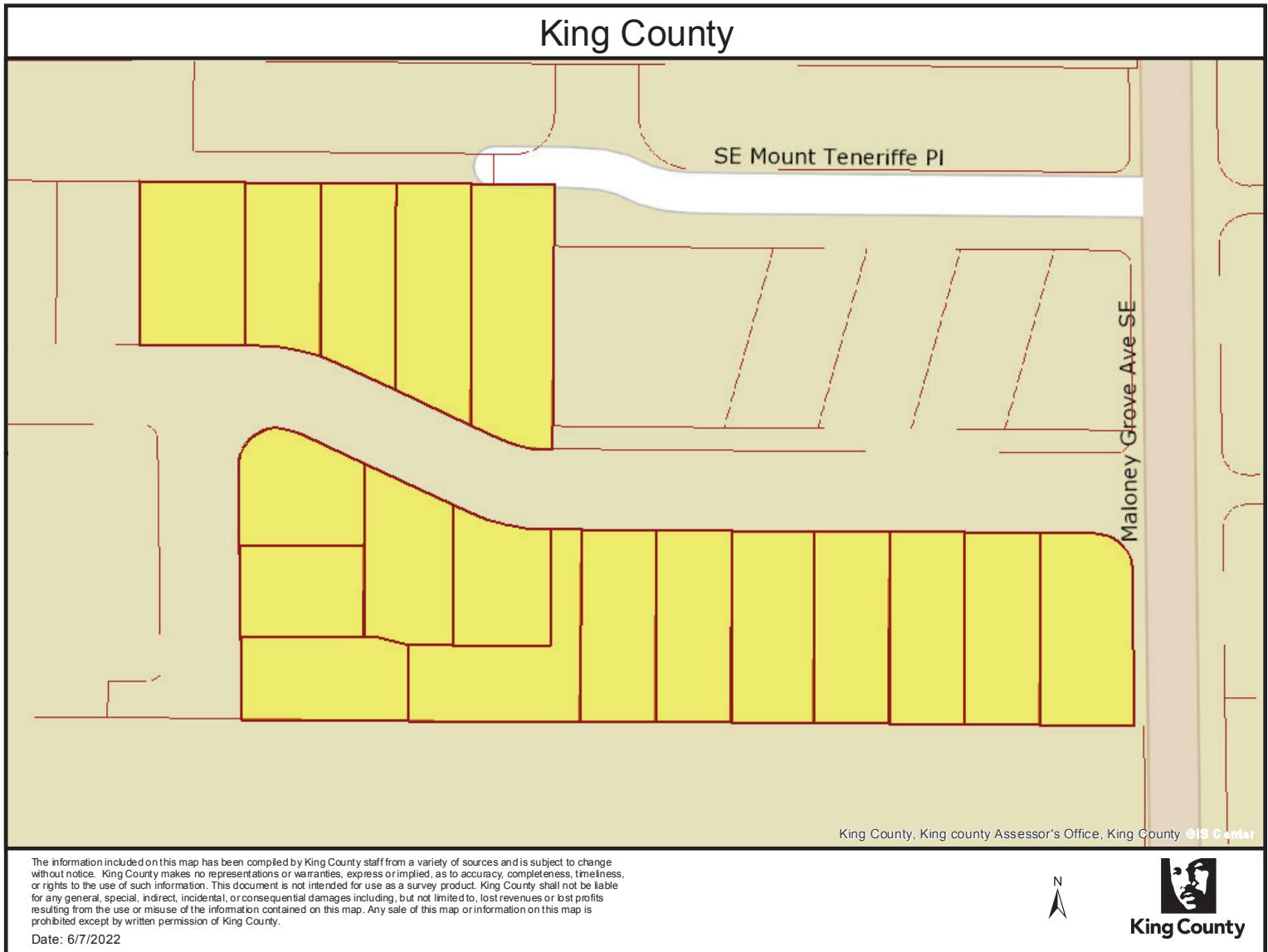


Exhibit C — Segregation of Assessment

Utility Local Improvement District No. 6
John Day Homes – Maloney Estates

ORIGINAL ASSESSMENTS

Account	Tax Parcel No.	Assessment	Prin Balance	Interest Due	Payment in Full
06-017-0R	102308-9071	\$14,129.63	\$11,120.54	\$486.52	\$11,607.06
06-017-1R	102308-9277	32,300.22	25,421.53	1,112.22	26,533.75
06-017-2R	102308-9278	38,721.83	30,474.99	1,333.28	31,808.27
		\$85,151.68	\$67,017.06	\$2,932.02	\$69,949.08

AMENDED ASSESSMENTS

Account	Tax Parcel No.	Assessment	Prin Balance	Interest Due	Payment in Full
06-017-01R	506070-0010	\$4,730.65	\$3,723.17	\$162.89	\$3,886.06
06-017-02R	506070-0020	4,730.65	3,723.17	162.89	3,886.06
06-017-03R	506070-0030	4,730.65	3,723.17	162.89	3,886.06
06-017-04R	506070-0040	4,730.65	3,723.17	162.89	3,886.06
06-017-05R	506070-0050	4,730.65	3,723.17	162.89	3,886.06
06-017-06R	506070-0060	4,730.65	3,723.17	162.89	3,886.06
06-017-07R	506070-0070	4,730.65	3,723.17	162.89	3,886.06
06-017-08R	506070-0080	4,730.65	3,723.17	162.89	3,886.06
06-017-09R	506070-0090	4,730.65	3,723.17	162.89	3,886.06
06-017-10R	506070-0100	4,730.65	3,723.17	162.89	3,886.06
06-017-11R	506070-0110	4,730.65	3,723.17	162.89	3,886.06
06-017-12R	506070-0120	4,730.65	3,723.17	162.89	3,886.06
06-017-13R	506070-0130	4,730.65	3,723.17	162.89	3,886.06
06-017-14R	506070-0140	4,730.65	3,723.17	162.89	3,886.06
06-017-15R	506070-0150	4,730.65	3,723.17	162.89	3,886.06
06-017-16R	506070-0160	4,730.65	3,723.17	162.89	3,886.06
06-017-17R	506070-0170	4,730.64	3,723.17	162.89	3,886.06
06-017-18R	506070-0180	4,730.64	3,723.17	162.89	3,886.06
		\$85,151.68	\$67,017.06	\$2,932.02	\$69,949.08



City Council Agenda Bill

SUBJECT:	Agenda Date: July 19, 2022	AB22-086
Motion Authorizing Purchase Order with Core & Main, Inc. for Neptune 360 Meter Reading Software and a Mobile Data Collector	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Mike Kenyon/Lisa Marshall City Clerk – Susie Oppedal Administrative Services – Dawn Masko Comm. & Economic Development – Rebecca Deming Finance – Richard Gould Public Works – Mark Rigos, P.E.	
Cost Impact: \$16,835.06		
Fund Source: Water Operations		X
Timeline: Immediate		
Attachments: Purchase Order, Quote		
SUMMARY STATEMENT:		
<p>In 2016, the City purchased Neptune N_Sight water meter reading software and hardware that would enable Public Works maintenance division staff to read water meters via handheld data collectors (manufactured by Trimble) that transfers the data to the City's billing software, Vision. The data is transferred through a docking station. These docking stations are used for downloading routes and uploading data to the City's billing software through the Trimble handheld data collectors. The Neptune N_Sight software is becoming obsolete with no continuing support, updates or firmware patches.</p> <p>The Trimble handheld data collectors have also been discontinued and no replacements are available. Currently, the City has two handheld data collectors and if anything breaks or is damaged, replacement parts are no longer available, which would significantly delay the meter reading process. It should be noted that one of the two data collectors has been having intermittent charging and communications issues for several months, which results in reduced efficiency.</p> <p>Software replacement and a mobile data collector are necessary to keep the water and utility billing staff functioning, operational and efficient. The attached purchase order contains several items to bring the meter reading hardware and software up to date. This new software and hardware package includes Neptune 360 software, a one-time set-up fee, a one-time training fee, and one MRX920 mobile data collector. The Neptune 360 software is a cloud-based software with a recurring annual subscription fee that is based on the number of accounts. This software is more secure and more user-friendly than the N_Sight software and will be supported well into the future. The MRX920 mobile data collector is a portable unit that can be moved from vehicle to vehicle. It's able to read hundreds of radio-read meters concurrently and, upon completion of the meter replacement program, will significantly reduce the amount of time it takes to read meters. Until the meter replacement program is completed, maintenance division staff will still need to use the current Trimble handheld data collectors to read the old touch-read water meters.</p> <p>Neptune meters and the Neptune 360 software uses proprietary technology. This means they are the only compatible brand for our currently installed metering system, and Core & Main is the only supplier. Neptune is also compatible with the City's billing software, Vision. City staff recommends approval of this purchase.</p>		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their June 28, 2022 meeting and was recommended for approval and placement on the Consent Agenda.		

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB22-086, authorizing a Purchase Order with Core & Main for Neptune 360 Meter Reading Software and a Mobile Data Collector, in an amount not to exceed \$16,835.06.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 19, 2022		



PURCHASE ORDER

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

TO:
Core & Main
Branch – 301
10013 MLK JR Way South
Seattle, WA 98178-2078

SHIP TO:
City of North Bend
 North Bend WWTP
 920 SE Cedar Falls Way
 North Bend, WA 98045
 (425) 888-7693

P.O. NUMBER:
No. PW22-08
[The P.O. number must appear on all related correspondence, shipping papers, and invoices]

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
7/20/2022	Ted Stonebridge	Delivery		Net 30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2300	EA	Neptune 360 Software Annual Subscription	\$1.40	\$3,220.00
1	EA	Neptune 360 Essentials Set-Up Fee	\$2,000.00	\$2,000.00
1	EA	Neptune 360 Software Training	\$1,500.00	\$1,500.00
1	EA	MRX920 V4 Data Collector	\$8,725.00	\$8,725.00
		List three bids, sole source explanation, or contract information (If required):		
		Sole Source. This is the only hardware and software compatible with the		
		existing customer water meters. Core & Main is the only authorized dealer		
		for this area.		

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

SUBTOTAL	\$15,445.00
SALES TAX 8.9%	\$1,390.06
SHIPPING AND HANDLING	\$0.00
OTHER	N/A
TOTAL	\$16,835.06

Authorized by Mayor Rob McFarland

7/20/2022

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

1. **Acceptance:** Vendor's acceptance of this order will be presumed unless Vendor acknowledges exception, in writing, to the City within ten (10) calendar days after the date of order.
2. **Anti-Discrimination:** Vendors doing business with the City are prohibited from discriminating against any employee, applicant for employment, or client because of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental or physical handicap.
3. **Assignment:** Vendor cannot assign or subcontract any part of this order without prior written consent of City.
4. **Compliance with Laws:** Vendor shall comply with all applicable federal, state, and City regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.
5. **Default:** In the event of default by the Vendor, the City may procure the goods or services covered by the purchase order from other sources and hold the Vendor responsible for any excess costs and may seek other remedies under law or equity.
6. **Deliveries:** Deliveries are to be made during hours 8:00 a.m. to 4:30 p.m. Monday through Thursday, and 8:00 a.m. to Noon on Friday, excluding holidays, unless otherwise stipulated. Vendor shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Vendor of any add-on redelivery, storage, or handling charges.
7. **Excusable Delays:** The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the City and is due to causes beyond the control of the Vendor. The Vendor must provide the City with prompt notification of such delays and the reason for same on or before the time set for performance.
8. **Indemnification:** To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers, from and against any and all claims, injuries, damages, losses, suits or liability, (including but not limited to attorney fees and costs of litigation), relating to, arising out of or in connection with the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents, subcontractors or assignees in performance of and pursuant to the terms of the purchase order. Should a court of competent jurisdiction determine that this purchase order is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this purchase order.
9. **Independent Contractor:** The Vendor shall be and act as an independent contractor, and under no circumstances shall this purchase order be construed as one of agency, partnership, joint venture or employment between the Parties.
10. **Insurance:** If the Vendor is required to go on City property to perform work or services, the Vendor shall assume full responsibility and incur expense to obtain all necessary insurance as required by the City. The Vendor must have secured, maintained and provide the required amount of \$1,000,000 General Liability and \$500,000 Automobile Liability limits and must list the City as an additional insured. The Vendor must have Worker's Compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City Administrator.
11. **Invoice:** Vendor must provide to the City an original invoice in duplicate to the Finance Department. The invoice shall contain the invoice number, item descriptions, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. If invoices subject to cash discount are not mailed on the date of shipment, discount period will be calculated from the date the invoice is received.
12. **Jurisdiction:** This purchase order shall be governed, construed and interpreted by, through and under the laws of the State of Washington.
13. **Liability-copyright/patent/trademark:** Vendor shall save and hold harmless the City, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the City or used in the performance of this purchase order.
14. **Litigation Venue:** In the event of any litigation between them, the parties specifically understand and agree that venue shall take be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.
15. **Modifications/Changes:** No modifications, substitutions, and/or changes shall be binding upon the City unless approved in writing by the City through a revised purchase order.
16. **Payment:** The City shall pay to the Vendor the price or prices specified in the purchase order upon delivery of the materials, equipment, or supplies and acceptance thereof by the City, or upon completion of the work to be performed and the acceptance thereof, as specified in the purchase order.
17. **Payment Changes:** Payments will only be made to the Vendor at the address as set forth on the invoice unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.
18. **Price:** Vendor shall charge the City the lowest and best price. If prices decline before receipt of shipment, the revised prices shall govern. Otherwise, invoices shall be approved for payment only at the prices of quotations agreed upon or prevailing at the time the order was placed, unless the City is notified immediately upon receipt of the purchase order and prior to shipment or any increase in price, whereupon the City shall have the right and privilege to cancel the order.
19. **Purchase Order Number:** The purchase order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning the purchase order.
20. **Quantities:** Quantities specified in the order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.
21. **Rejections/Reimbursements:** If, within a reasonable time after delivery, the City finds the goods ordered to be defective in workmanship or material or otherwise not in conformity herewith, the City may, in addition to other rights, reject and return such goods at Vendor's expense and such goods may not be replaced by Vendor without written authorization from the City.
22. **Recurring Purchase Order:** If the purchase order is continuing in nature, the City shall pay to the Vendor after receipt of invoices for material, equipment or supplies furnished, or work completed and accepted, as herein provided. The purchase order shall remain open until the not to exceed authorized amount has been depleted.
23. **Severability:** If any part of this purchase order is found by a court to be unenforceable, the remaining provisions shall nonetheless be enforceable to the extent allowed by law.
24. **Shipping and Handling:** All invoices shall include all freight, packing and handling charges. All goods delivered and services shall be free from all liens. Vendor is required to prepay charges and list such on the invoice.
25. **Terms:** By accepting the purchase order, the Vendor agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with the City's policies and procedures.
26. **Title:** Title for goods and materials shall pass when the goods and materials are inspected and accepted by the City.
27. **Waiver:** Any waiver by the Vendor or the City of a condition in any shipment or breach of any provision of this purchase order by the other party will not be considered a waiver of any other terms of this purchase order or that condition for subsequent shipments or subsequent breach by either party or prevent either party from enforcing any such provision.
28. **Warranty:** For a minimum of one (1) year after delivery to and acceptance by the City, the Vendor warrants that the goods and services furnished hereunder shall conform to the requirements and specifications of this order and shall be of good workmanship and quality, free of all defects and fit for the purpose for which they are intended. Disclaimers of express or implied warranties and limitations of liability from or in connections with Vendor's products ordered hereby will be of no effect unless assented to in writing by City.

Run Date: 5/31/22

Quote



Customer #	110814
Order #	Q631641
Date Ordered	04/01/22
Job #	
Job Name	QUOTE
Purchase Order #	QUOTE
Method of Shipment	OUR TRUCK
Contract Order #	0000000
Ordered By	CORE & MAIN LP
Ship Via	

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Purchase Order #	QUOTE
Method of Shipment	OUR TRUCK
Contract Order #	0000000
Ordered By	CORE & MAIN LP
Ship Via	

sold To:
CITY OF NORTH BEND
SEATTLE BRANCH
ACCOUNTS PAYABLE
920 SE CEDAR FALLS WAY
NORTH BEND, WA 98045-9566

Ship To:

CITY OF NORTH BEND
211 MAIN AVENUE NORTH
NORTH BEND, WA 98045
Phone: 206-722-4800

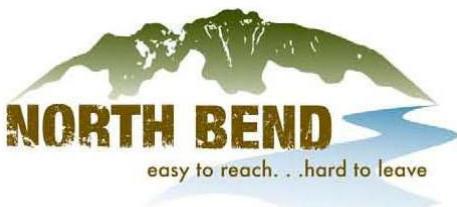
Bid seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
/45016935338		NEPTUNE 360 SOFTWARE ANNUAL SU	2300			1.40000	EA	3220.00
/45016935343		NEPTUNE 360 SUBSCRIPTION 13980-103				2000.00000	EA	2000.00
/45016935346		NEPTUNE 360 ESSENTIALS SET-UP FEE (ONE-TIME FEE) 13980-001	1			1500.00000	EA	1500.00
4320NEWMRX920		NEPTUNE 360 SOFTWARE TRAINING MRX920 V4 DATA COLLECTOR 13655-100 NO LEAD	1	1		8725.00000	EA	8725.00

Council Packet July 19, 2022

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Ordered:	15445.00
Tax Amount:	1390.06
Other Charges:	0.00
Total:	16835.06



City Council Agenda Bill

SUBJECT:	Agenda Date: July 19, 2022	AB22-087
Motion Authorizing a Commercial Electric Facilities Contract with Puget Sound Energy for Installation of a New Electrical Service for the WWTP High Priority Improvements Phase II Project	Department/Committee/Individual	
Cost Impact: \$60,633.19	Mayor Rob McFarland	
Fund Source: Sewer Capital and Operations	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments: Contract		
SUMMARY STATEMENT:		
<p>In December 2019, the City Council authorized an Energy Savings Performance Contract with Washington State Department of Enterprise Services (DES) for 50% design and bidding of the WWTP (Wastewater Treatment Plant) High Priority Improvements – Phase II project. The remainder of the design and the construction of the improvements were authorized by the City Council in May 2021. This large project upgrades several existing processes and adds new processes to improve redundancy, reliability, worker safety, capacity, effluent water quality, and odor control. During the engineering design, it was noted that the existing electrical service at the WWTP was already loaded to capacity and that a new service would need to be provided for the expanded WWTP.</p>		
<p>Staff from the City, Trane, Gray & Osborne, and DES have been working with Puget Sound Energy (PSE) for several months to finalize the design of the new electrical service as well as outlining each respective parties' roles and responsibilities to complete the work. A final design that will meet the needs of the upgraded WWTP has been completed.</p>		
<p>PSE is unable to contract with third parties for execution of new service construction agreements so the City will need to contract directly with PSE to install the new electrical service line and transformer. Trane will perform all necessary excavation, backfill, and restoration. The costs for Trane to perform this work are included in their contract. The costs for PSE to perform their portion of the work are covered by this contract. The initial budget for this work was \$60,000 and the actual anticipated costs are \$60,633.19. Staff recommends approval of this contract.</p>		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their June 28, 2022 meeting and was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB22-087, authorizing a Commercial Electric Facilities Contract with Puget Sound Energy for installation of a new electrical service for the WWTP High Priority Improvements Phase II Project, in an amount not to exceed \$60,633.19.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 19, 2022		



CUSTOMER (OWNER) NAME City of North Bend		CO-OWNER NAME (IF APPLICABLE)		
SERVICE ADDRESS 400 Bendigo Blvd. North	CITY North Bend	STATE WA	ZIP 98045	
BILLING ADDRESS 920 SE Cedar Falls Way	CITY North Bend	STATE WA	ZIP 98045	
PHONE 425 888 7636	EMAIL jsmart@northbendwa.gov	PSE WORKORDER NO. 101147300		

Summary of Charges:		Brief Description of Work:
Construction Costs:		3-phase primary line extension, installation of vault and transformer
Transformation Charges:		
Less Applicable Margin Allowance:		
<u>Sub-Total (Potential Refundable Costs):</u>		<u>\$ 47,209.71</u>
Permitting Fees*:		<u>\$ 0.00</u>
Relocation/Removal of Existing Facilities:		<u>\$ 0.00</u>
Other Non-Refundable Construction Charges:		<u>\$ 13,423.48</u>
<u>Sub-Total (Non-Refundable Costs):</u>		<u>\$ 13,423.48</u>
<u>Total Amount to be Billed Under This Contract:</u>		<u>\$ 60,633.19</u>
Customer Initials _____		

*If the above Permitting Fees are associated with service work only, those costs will be billed with the applicable service charges below after the service is energized.

SECONDARY SERVICE CHARGES (PERMANENT AND TEMPORARY) ARE NOT INCLUDED IN THE SUMMARY OF CHARGES ABOVE

Any applicable **Secondary Service Type** charges listed below will be billed after your service line installation, based on the actual work performed. Base Costs, in the table below, include Schedule 87 tax and are current costs effective 3/1/2021. These charges also do not include permitting fees, trenching and other excavation related work that is your responsibility. The Secondary Service Type charges from the list below that apply to your project will be **invoiced on a second bill**.

Secondary Service Type (480 Voltage or Below)	Cost w/Schedule 87 tax effect
Single wire run to handhole or transformer	\$638.05
Each additional run of wire (per circuits)	\$147.07
Each additional trip beyond 1 st trip due to customer requirements	\$436.79 per trip
Hourly rate for additional engineering	\$190.20
Underground Temporary Service Charge	\$203.00
Overhead Temporary Service Charge	\$295.00
Overhead Permanent Service Charge	\$984.16

Customer Initials: _____

By signing this contract you are authorizing PSE to continue with all the needed elements to complete your project. Upon receipt of a signed contract, PSE will bill you for the amount indicated on the "Total Amount to Be Billed Under This Contract" line. The bill will sent to the billing address listed on this contract. PSE requires payment of these line extension charges prior to scheduling construction. Payments can be made via pse.com (fees may apply), by mail, or at a PSE Pay Station. Delaying payment may result in a construction delay for your project. Customer requested changes in the scope of the project may result in additional charges, and/or delays to your project.

TERMS AND CONDITIONS

PROJECT INFORMATION

1. The PSE drawing shows the proposed scope of your project including the location of permanent, above ground electrical facilities required to provide electrical service to your project. Fault current information for transformers associated with your project is noted on the work sketch drawing. Please review this drawing as soon as possible to ensure there are no unforeseen conflicts between PSE's design and your project. If you determine there are conflicts or if you identify a discrepancy while reviewing the drawing for your project, please contact me at the number below. **This is attached as Exhibit A.**
2. Additional construction-related information and information on metering and service entrance requirements are provided in PSE's Electric Service handbook for commercial projects. If you would like a copy of the handbook please contact me at the number below. It is your responsibility to provide your project manager, site superintendent, and/or subcontractors with any relevant information from this correspondence that apply to their work in support of your project.
3. The Excavation Requirements & Final Grade Certification must be signed by the project owner or designee and returned to me along with a signed copy of this contract. **This is attached as Exhibit B.**
4. Transformers have been sized for diversified commercial loads only, and shall not be used for high load factor (continuous) temporary power uses, such as electric heaters for dry-out. Fault currents for non-residential transformers in your project are noted on the attached PSE design drawing. Please notify the PSE representative listed on this contract immediately if you believe there are conflicts between this design and your project. It is your responsibility to provide your project manager, site superintendent, and subcontractors with any information from this correspondence and its attachments that apply to their work.
5. The requirements for trenching by customers on public right-of-ways and/or on Puget Sound Energy easements must be signed by the project owner or designee and returned along with a signed copy of this contract. **This is attached as Exhibit C.**

POTENTIAL REFUNDS

Margin Allowance:

If PSE has not provided a Margin Allowance or if your Margin Allowance exceeds \$75,000, PSE agrees to calculate and refund the Margin Allowance, subject to Schedule 85, up to two (2) years after the line extension is energized. Customers are responsible for making the refund request.

DIM Refund:

Other refunds associated with the line extension charge may be available if additional permanent service hook-ups are made to your line extension. These service hook-ups must be made within five (5) years of the date on which your project is initially energized. Customers are responsible for making all refund requests. A refund may be requested one (1) time within six (6) years of the date on which your line extension is initially energized. It is the customer's responsibility to make the refund request. Your refund request should be directed to PSE's Customer Accounting Coordinators at Schedule85refundrequests@pse.com.

RATE SCHEDULE 85

All terms and conditions, costs, and refunds are in accordance with PSE's Rate Schedule 85, and any discrepancies between this contract and the Rate Schedule will be resolved in favor of the Rate Schedule. Rate Schedule 85 contains more detailed information covering costs, refunds, rights, and obligations than is reflected in this contract. The entirety of Rate Schedule 85 can be viewed at PSE's website www.pse.com.

This cost information is valid for 90 days from the date of this contract. Should we receive your contract after this period, the costs will be subject to changes.

The amount noted on this contract is an estimated cost; however PSE's Schedule 85 line extension tariff requires customers to pay the actual cost of construction. PSE will determine the actual cost of the job once construction is complete. If the actual cost of the job is more than 10% above or below the estimated cost, an additional billing or refund will result to account for the difference.



REQUIREMENTS FOR TRENCHING BY CUSTOMERS ON PUBLIC RIGHT-OF-WAYS AND/OR ON PUGET SOUND ENERGY, INC. EASEMENTS

The following outlines most local governmental guidelines and company standards for trenching on a public right-of-way or Puget Sound Energy, Inc. (PSE) easement. Any trenching performed by the customer, or their contractor, under a PSE permit or easement must comply with these requirements.

1. All trench construction must be performed by a Washington State licensed and bonded contractor.
2. Trench excavation, backfill, restoration, and facility placement must be coordinated with a PSE designated representative, and receive on-site approval by that representative, and local jurisdiction.
3. Right-of-way easement trenching and backfill must be performed during normal business hours, Monday through Friday. Same day excavation and backfill is required for all trenching. Job start notification to the local jurisdiction is the responsibility of Potelco, Inc. Customer shall notify Potelco Project Manager three working days prior to trenching. Penalties for failure to comply with this requirement will be borne by the customer.
4. If the job scope requires excavation beyond a single day, fencing and barricading must be installed around utility facilities exposed above the trench, if allowed, must be in accordance with local regulatory requirements.
5. PSE, all participating utilities, and One-Call Locate, must be notified a minimum of 72 hours in advance of the date and time for right-of-way trenching and facility placement. The One-Call Locate number is 1-800-424-5555. State law requires locating service notification.
6. Excavated material must remain clear of the roadway whenever possible. Excavation material, spoils, and debris shall be removed off-site each day, in accordance with local regulatory requirements. All erosion control requirements in accordance with local regulatory requirements are the responsibility of the customer.
7. Material excavated from the shoulder of the right-of-way shall be properly disposed, and replaced with select backfill material in accordance with local regulatory requirements.
8. Proper compaction is required to comply with local regulatory specifications. If the permit requires compaction testing, the cost of said testing is the responsibility of the customer.
9. All permit requirements, traffic control plans, traffic control and flagging shall meet local regulatory specifications and satisfaction.
10. In the event of failure to abide by the above requirements, PSE reserves the right, at its sole discretion, to assume trenching. In the event of delays due to equipment failure, PSE may assume trenching to meet regulatory and joint construction requirements. The customer is responsible for all trenching costs, and will reimburse the company for costs should PSE perform the trenching.

Customer Initials: _____

11. The customer agrees to indemnify, defend and hold harmless PSE from all liability (including reasonable attorneys' fees) arising out of, or in connection with, the above mentioned trenching activities.

Customer Initials: _____

I AGREE TO ADHERE TO THE ABOVE CONDITIONS

Service Address: 400 Bendigo Blvd. North North Bend 98045 Work Order Number: 101147300

Signature: _____ Name: Juanita Smart Title: _____ Date: 69



PSE ELECTRICAL FACILITIES EXCAVATION REQUIREMENTS AND FINAL GRADE CERTIFICATION

PURPOSE

This document is an agreement between Puget Sound Energy (PSE) and the **Owner/Developer** (Developer) who is providing excavation for the installation of PSE's facilities. This document **does not** provide an easement for operating rights. If PSE determines that a recordable easement on the Developer's property or other property is necessary, it shall be the Developer's responsibility to obtain such easements in a form acceptable to PSE prior to construction.

EXCAVATION REQUIREMENTS

The requirements and conditions outlined below apply when you provide the excavation for PSE's electrical facilities as a condition of receiving electrical service for your project. If you need additional information, please call the PSE contact person listed below.

1. Developer is responsible for acquiring utility locates by calling One-Call, 1-800-424-5555 at least 48 hours (two full working week days) prior to digging. The excavation must meet the requirements of the Washington Administrative Code and Safety Standards.
2. Developer shall call the PSE contact person noted below for trench and route approval prior to starting excavation.
3. The electrical primary trench shall be excavated to provide a minimum of 36 inches of facility coverage, to a maximum trench depth of 48 inches. The electric service trench shall be excavated to provide a minimum of 24 inches of facility coverage, to a maximum trench depth of 36 inches. A 12 inch horizontal separation is required between PSE electrical facilities and other utilities within a joint trench.
4. All back fill must be free of sharp objects and construction debris. Developer shall provide and install sand bedding and shoring for electrical facility protection as directed by PSE's contact person. Developer is responsible for any damages caused by improper backfill or compaction.
5. Developer agrees to maintain a minimum of 2 feet of horizontal clearance between PSE conduit, pipe or conductors and any foundation on Developer's property.
6. The vault excavation shall be dug to the dimensions noted on the attached work sketch. Vault holes shall have a solid level bottom with a 6 inch deep layer of crushed rock bedding.
7. Developer shall provide the excavation for PSE electrical facilities within the designed location. Developer shall identify and provide final grade, property lines, and utility easements prior to installation of PSE's electrical facilities.
8. Developer will be financially liable for the relocation of PSE's facilities which are inadequately covered, located outside the area where PSE has adequate operating rights, improperly graded inhibiting standard access and/or any damages resulting from dig-ins due to changes or variations in grade that are made after the installation of PSE's facilities.

FINAL GRADE CERTIFICATION

By my signing below, I certify that the electrical facilities work area shall be at final grade prior to excavation. I assume full responsibility for my excavation work and the resulting location of these facilities. I also agree to indemnify, defend, and hold harmless Puget Sound Energy from all liability arising out of, or in connection with my work, including but not limited to all claims, losses, damages, and expenses, including reasonable attorney's fees, which result from my failure to excavate within easement areas or rights-of-way, or from digging without adequate rights on adjoining properties.

Service Address: 400 Bendigo Blvd. North North Bend 98045 Work Order Number: 101147300

Signature: _____ Name: Juanita Smart Title: _____ Date: _____

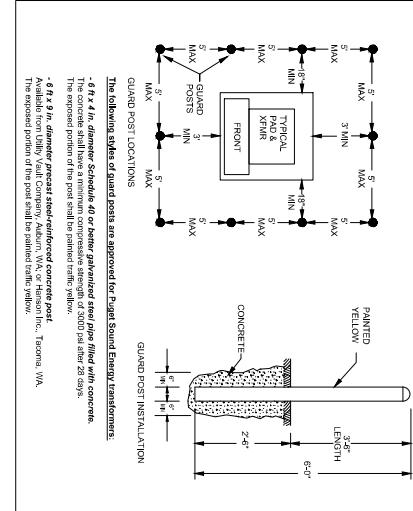
Council Packet July 19, 2022

SITE-SPECIFIC NOTES - INSTALLATION

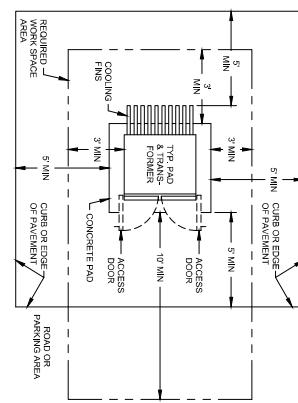
TRANSFORMER INSTALLATION

V01

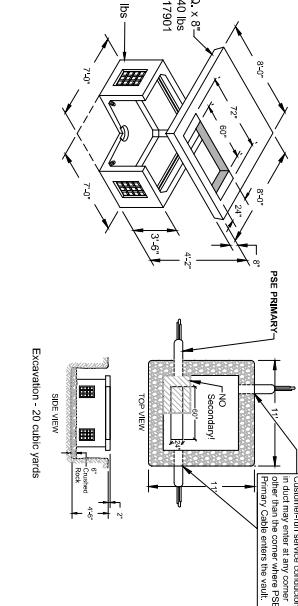
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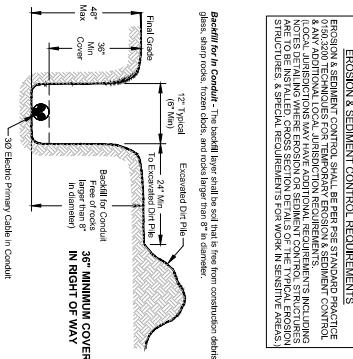
GUARD POST INSTALLATION
07/06/2020-03
NOT TO SCALE



MINIMUM CLEARANCES FOR PSE EQUIPMENT
07/06/2020-03
NOT TO SCALE



744-320 VAULT & EXCAVATION DETAIL FOR 500 & 750kVA PMSI-15M
06/06/2020-03
NOT TO SCALE



30 PRIMARY TRENCH DETAIL
NOT TO SCALE

CUSTOMER-SUPPLIED PRIMARY TRENCH P01-V01

For contracts involving PMSI-15M, PMSI-15M-2, PMSI-15M-3, PMSI-15M-4, PMSI-15M-5, PMSI-15M-6, PMSI-15M-7, PMSI-15M-8, PMSI-15M-9, PMSI-15M-10, PMSI-15M-11, PMSI-15M-12, PMSI-15M-13, PMSI-15M-14, PMSI-15M-15, PMSI-15M-16, PMSI-15M-17, PMSI-15M-18, PMSI-15M-19, PMSI-15M-20, PMSI-15M-21, PMSI-15M-22, PMSI-15M-23, PMSI-15M-24, PMSI-15M-25, PMSI-15M-26, PMSI-15M-27, PMSI-15M-28, PMSI-15M-29, PMSI-15M-30, PMSI-15M-31, PMSI-15M-32, PMSI-15M-33, PMSI-15M-34, PMSI-15M-35, PMSI-15M-36, PMSI-15M-37, PMSI-15M-38, PMSI-15M-39, PMSI-15M-40, PMSI-15M-41, PMSI-15M-42, PMSI-15M-43, PMSI-15M-44, PMSI-15M-45, PMSI-15M-46, PMSI-15M-47, PMSI-15M-48, PMSI-15M-49, PMSI-15M-50, PMSI-15M-51, PMSI-15M-52, PMSI-15M-53, PMSI-15M-54, PMSI-15M-55, PMSI-15M-56, PMSI-15M-57, PMSI-15M-58, PMSI-15M-59, PMSI-15M-60, PMSI-15M-61, PMSI-15M-62, PMSI-15M-63, PMSI-15M-64, PMSI-15M-65, PMSI-15M-66, PMSI-15M-67, PMSI-15M-68, PMSI-15M-69, PMSI-15M-70, PMSI-15M-71, PMSI-15M-72, PMSI-15M-73, PMSI-15M-74, PMSI-15M-75, PMSI-15M-76, 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City Council Agenda Bill

SUBJECT:	Agenda Date: July 19, 2022	AB22-088
Motion Authorizing Purchase of Key Card Access System from Puget Sound Hardware and Associated Electrical Project from Keithly Electric Company	Department/Committee/Individual	
Cost Impact: not to exceed \$50,000	Mayor Rob McFarland	
Fund Source: City Hall Capital Project Fund	City Administrator – David Miller	
Timeline: Immediate	City Attorney - Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	X
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos	
Attachments: Quotes		
SUMMARY STATEMENT:		
When the new City Hall was built several items were value engineered out of the project to ensure that adequate funds were available for the project. One of these items removed from the project was an electronic key card access system. A card access system is a security system that allows users to access doors with an electronic “key” card instead of a traditional key. Instead of a traditional access system that focuses on managing keys, card access systems focus on managing locks. The proposed system will provide electronic key access to exterior doors and the internal door between the public foyer and City staff offices. The proposed system also includes cameras to watch the main building entries, which provides additional security to City staff.		
There are many advantages to utilizing a key card access system including not having to re-key external doors when someone loses their keys, not having to manually keep track of who has keys to which doors and easy access elimination when someone leaves employment.		
Puget Sound Hardware is on the State of Washington hardware purchasing contract. The City has maintained an Intergovernmental Cooperative Purchasing Agreement with the State of Washington Department of Enterprise Services for the purpose of making goods and services purchases. RCW 39.34.030 provides authority to the City to make purchases of goods and services with the same terms and conditions as Enterprise Services contract awards with suppliers, which have already assured competitive price establishment by meeting the requirements of RCW 39.04.190. Additionally, they satisfy all of the City’s bid and proposal legal requirements and offer the lowest price on many goods and services.		
In addition to the key card access system, the City is requesting authorization to contract with Keithly Electric Company to install cabling and wiring for the system that was not done at the time of building construction. The attached quote details the scope of work for this project.		
Sufficient funds are available in the City Hall Capital Project budget for this purchase.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Finance & Administration Committee at their July 5, 2022 meeting with a recommendation for approval on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB22-088, authorizing the purchase of a key card access system from Puget Sound Hardware and		

City Council Agenda Bill

authorizing a work order with Keithly Electric Company for wiring and cabling installation.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 19, 2022		



Puget Sound Hardware Inc.
 P.O. Box 1101
 Auburn, WA 98071 US
 (800)464-4801
 Orders@pugetsoundhardware.com
 http://www.pugetsoundhardware.us

ADDRESS
 Colin Mercer
 City of North Bend
 PO Box 896
 North Bend, WA 98045

SHIP TO
 Colin Mercer
 City of North Bend
 920 SE Cedar Falls Way
 North Bend, WA 98045

Quote 12534

DATE 07/13/2022

EXPIRATION DATE 08/05/2022

NOTE
 V4 ACS City Hall

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Security Door Controls:LR100PDK	Motor Latch Retraction Kit Fits Precision 2100, 2200 400ma Inrush, 180ma continuous at 24dc only 1 Am Pwr Required	4	478.10	1,912.40T
Security Door Controls:PT-3/8V	Armored flex conduit, less wires, with wire junction box, 20" long, 3/8" I.D.	5	50.25	251.25T
Security Door Controls:LRP2L	Latch Status Kit for PHI Vertical Rod 2000 Series	4	82.60	330.40T
Security Door Controls:LRP1R	REX Status or Pushpad/Dogging Status for PHI 2000 Series	4	82.60	330.40T
HES:1600-CS-LMS 630	1600 Series Complete Strike For Latch & Deadbolt, Mortise or Cylindrical Locks. 630 Finish. 12 or 24v latch monitor & strike monitor	1	375.00	375.00T
HES:9400-12/24D-630-LBSM	9400 Series Strike with LBSM, 630 Finish	1	337.00	337.00T
ARMFG:8410LRM2-37136	Life Safety Narrow Stile Mortise Exit Device, Electric Latch Retraction, Dual Touchbar Monitor, For Aluminum Applications, 36 In., RHR, Satin Aluminum Clear Anodized	1	929.60	929.60T
Kitchen door to patio				
RS2:920PT	Multiclass SE RP40 125khZ/13.56 MHz Wall Switch Reader	4	253.40	1,013.60T
RS2:910PT	910PT - RP15 multiCLASS SE® Mullion Reader	1	253.40	253.40T

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
RS2:FPO150-B100C8D8PE4M	8DR Dual Voltage Integrated RS2 Power System - small enclosure: 150W 4A/12V and 4A/24V, 8 auxiliary class II outputs power limited at 2.5A per output and 8 lock control outputs fused at 3A per output, E4M enclosure with RS2 controller back plate. Enclosure: 24 x 20 x 4.5	1	830.90	830.90T
Security Door Controls:MD-31DOW	Motion detector with time delay, white	2	170.10	340.20T
Altronix:6062 12/24	Altronix Timer - Multi-Purpose Timer, 12/24VDC, 1 Second to 60 Minutes, Board Only, Selectable Relay Activation, LED Indicates Relay is Energized	2	33.73	67.46T
Altronix:RBSN	Altronix Power Supply - Relay Module, 12/24VDC Operation at 15mA Draw, DPDT Contacts Rated at 1A/120VAC or 2A/28VDC	2	18.84	37.68T
LABOR/SERVICE:Labor	Labor - installation of door hardware	1	1,780.00	1,780.00T
LABOR/SERVICE:Labor	Labor - electrical installation	1	7,800.00	7,800.00T
	SNS will perform door rough in, field and head end trim for (5) access controlled doors. All cabling to be installed by Others with sufficient length for terminations coiled above each door and at the head end panel location. All field and head end devices to be provided by Others. No EL01 scope is included in our proposal. It is assumed City of North Bend will perform any EL01 scope related to this project. Doors Included; 100, 102, 120A, 134B, 137			
LABOR/SERVICE:Labor	Labor & Cameras - camera add from Sequoyah	1	2,688.00	2,688.00T
	SNS will install (2) VariFocal IP Dome cameras to watch the North and South building entries. Category 6 cabling to be installed by Others. SNS will install DW Spectrum server software on a Customer provided PC. 2 camera licenses are included. This setup will allow for Live View only of the (2) cameras via web browser, PC client software, or mobile application. Customer to provide their own storage device			

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
RS2:LP-1502	<p>LP-1502 - Intelligent Two Portal Four Reader Combination Controller Intelligent two portal two reader combination controller with 10/100Base-T Ethernet, and dual reader interface module capable of Wiegand, clock and data, OSDP, magstripe, keypad, LCD, and biometric technologies.</p> <p>Supports Multi-Drop mode with OSDP allowing for two OSDP readers to be wired to a single reader port for paired in/out configuration. A secondary RS-232 port may be used for redundant host communication.</p> <p>A single two-wire RS-485 channel provides expansion for up to thirty-one downstream SIOs controlling a maximum of sixty-four portals.</p> <p>Capacity: 240,000 cardholders and 50,000 transactions. Support for: 2 portals/4 readers/4 aux inputs/2 aux outputs Compatible SIOs: MR-16IN, MR-16IN-S3, MR-16OUT, MR-16OUT-S3, MR-50, MR-50-S3, MR-51E, MR-52, MR-52-S3, and MR-62E</p>	1	1,470.00	1,470.00T
RS2:MR-50-S3	<p>MR-50 - Series 3 Single Portal Two Reader SIO</p> <p>Single portal two reader SIO with reader interface capable of Wiegand, OSDP, clock and data, magstripe, keypad, LCD, and biometric technologies.</p> <p>Supports Multi-Drop mode with OSDP allowing for two OSDP readers to be wired to a single reader port for paired in/out configuration.</p> <p>Support for: 1 portal/2 reader/1 aux output.</p> <p>Requires an EP/LP-1501-PLUS, EP/LP-1502, EP/LP-2500, EP/LP-4502, or MINI-SCP/SCP system controller The 4AP adapter plate is required when mounting up to four MR-50s within an NCL enclosure Series 3 SIOs are not backwards compatible with the 2G series of hardware</p>	1	402.50	402.50T
RS2:MR-52-S3B	<p>Two portal two reader SIO with reader interface capable of Wiegand, clock and data, magstripe, keypad, LCD, and biometric technologies. Support for: 2 portal/2 reader/4 aux inputs/4 aux outputs</p> <p>Requires an EP-1501-PLUS, EP-1502, EP-2500, or EP-4502 system controller</p>	1	819.70	819.70T

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
RS2:SL8-SOFT	Access It!® Universal - Standard Stand-alone or multi-user access control software with built in verification and optional video ID badging. Unlimited client license expandability. Includes: 1 Single Client License, 1 S-TERM Standard Terminal Services License and supports 8 SCP's	1	1,367.10	1,367.10T
RS2:DS-SL8	Access It!® Universal - Standard Direct Support Agreement Annual Fee including Version Upgrade. One year direct support agreement for either SL8-SOFT or SL8-USB. Includes all version updates and upgrades. End user must be running the latest version of Access It! Universal.NET	1	1,871.80	1,871.80T
RS2:2000PGGMN/3	Programmed with standard iCLASS Access Control Application, 3 FC: 3/33 bit card	100	4.24	424.00T
PSH:PSH SSA	PSH Software Support Agreement	1	890.00	890.00T
LABOR/SERVICE:Labor	Labor - software installation, up to 3 hours of training & programming	1	1,424.00	1,424.00T
Note*WA	PSH WA State Hardware Contract 05416 Best Access TIPS Contract 170203	1		0.00
Note	Current Quoted Project hardware and labor amounts assumes proper operation and integration of existing material/wiring into PSH/SNS Quoted hardware and applications. Connections and final low voltage termination to quoted electrified material to be provided by Sequoyah. End user IT Dept. to provide dedicated IP addresses and server for the access control software per RS2 and Puget Sound Hardware requirements. Customer responsible for providing additional required wall space in IT/IDF closet. Work caused by unforeseen circumstances or conditions is considered outside of scope. Any improvements to meet code requirements on existing systems, whether instructed by the customer or electrical inspector are not included. Handling, testing or removal of any hazardous materials is not included. Disposal of existing hardware removed during the installation of the new quoted hardware is the responsibility of end user. PSH/SNS is not responsible for repairing or refinishing of doors/frames/walls due to new hardware not covering existing hardware preps. Any additional items or time needed to complete project will require an updated quote or change order.		0.00	0.00

Council Packet July 19, 2022

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Note	Software hosted on City provided server	1	0.00	0.00
Note	Some items have extended lead times	1	0.00	0.00
Note	Assumes proper operation of existing doors, door hardware and ADA openers. Adjustments or repairs will require a requote .	1	0.00	0.00

Your facility hardware and its applications must comply with Life Safety Building Codes and Disability Access Laws. Conformance to such requirements is the responsibility of the purchaser. Quotes subject to correction of clerical error. Claims for shortages must be made within 10 days after receipt of goods. Merchandise must not be returned without a RGA number.

SUBTOTAL
TAX

27,946.39
2,515.18

TOTAL **\$30,461.57**

Accepted By

Accepted Date



827 South Director Street · Seattle · WA 98108
Phone (206) 763-6875 · Fax (206) 764-8880

To: Colin Mercer
Company: City of North Bend
From: Shaun Runkel
Date: June 28th, 2022

Dear Colin,

Thank you for giving Keithly Electric Company the opportunity to assist you with your project. The cost for this work is broken out below. In review, I have noted the following to be included in the scope of work:

1. Camera, Door Access and ADA wiring:	\$16,515.00
a. Provide and install cabling for vest. 100 and 102 entry doors, C.E.D. entry door, breakroom 134 entry door and southwest hall 137 entry door.	
b. Provide and install cabling for 2 IP cameras.	
c. Provide and install wiring from existing receptacle in IT room to proposed Access Control Panel location.	
d. Cables to be routed from IT room and coiled above each door location, terminations to be made by others.	
e. Assumes 2 electricians, 64 hours @ \$175/hr and \$3,800 in materials and intent fees.	

Items listed above are to be performed during normal business hours at prevailing wage rates and includes sales tax.

This proposal does not include:

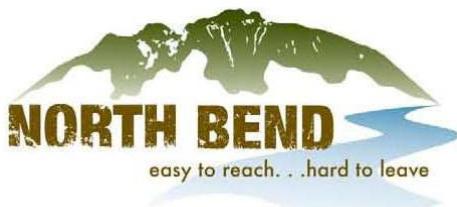
1. Permits
2. Overtime

Please do not hesitate to contact me if you have any questions or need additional information. I look forward to working with you on this project.

Sincerely,

Shaun Runkel
206.763.6875

Keithly Electric Company warranties all work for one year from the date of completion. The warranty is void if a person or firm other than Keithly Electric performs or re-performs any work directly related to our installation. Keithly Electric Company can only warrant materials that it supplies and does not warrant materials supplied by the customer.



City Council Agenda Bill

SUBJECT:	Agenda Date: July 19, 2022	AB22-089
Motion Authorizing Additional Services from Key Code Media for Council Chambers Audio-Visual Upgrade Project	Department/Committee/Individual	
Cost Impact: not to exceed \$8,500	Mayor Rob McFarland	
Fund Source: ARPA Funds	City Administrator – David Miller	
Timeline: Immediate	City Attorney - Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	X
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos	
Attachments: Quote		
SUMMARY STATEMENT:		
The City has invested in new and upgraded audio-visual equipment in Council Chambers, the Adjournment Room and the Conference Room to allow for hybrid and virtual meetings. ABS/Key Code Media has been the City's vendor for a large part of this project.		
The attached quote will allow the City to purchase additional microphones along with installation, advanced configuration and testing. The not-to exceed amount includes work previously performed in 2022 by Key Code Media for the Audio-Visual upgrade project.		
Sufficient funds are available in the ARPA budget for this purchase.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Finance & Administration Committee at their July 5, 2022, meeting with a recommendation for approval on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB22-089, authorizing additional services from Key Code Media for the Council Chambers audio-visual upgrade project.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 19, 2022		



Solus DSP

Quote # 222253 Version 2

Prepared for:

City of North Bend

Prepared by:

Mark Siegel

Statement of Services

Overview:

Additional Microphone inputs also to be used as temporary replacement until other Symetrix unit is repaired. We will cascade the units to give you the requested number of inputs with plenty of headroom.

Equipment

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
1	80-0124		Solus NX 16x8 ***WHILE SUPPLIES LAST*** Symetrix Solus NX 16x8	1	\$2,249.33	\$2,249.33
2	MAT133-S B	Sennheiser	Table stand for gooseneck microphones with 3-pin XLR-F (mic in), 3-pin XLR-M (mic out) and 24-48 V phantom power. Compatible with MZH 3000 Series and MEG 14-40 B gooseneck microphones	3	\$159.75	\$479.25
3	MZH3015	Sennheiser	ME34 cardioid capsule, MZH3015 gooseneck, MZT30 flange mount and MZS31 shock mount	3	\$287.50	\$862.50
4	INT-MAT		Integration Materials	1	\$150.00	\$150.00
Subtotal:						\$3,741.08

Professional Services

No.	Part #	Description	Qty	Price	Ext. Price
5	TSPRO-14	Sr. Project Engineer, Per Day Advanced Engineering Technician. System commissioning services. Includes installation, advanced configuration, and testing.	1	\$1,800.00	\$1,800.00
Subtotal:					
\$1,800.00					

Solus DSP



Prepared by:	Bill To:	Ship To:	Quote Information:
Key Code Media, Inc. - Washington Mark Siegel 206-890-2598 msiegel@keycodemedia.com	City of North Bend PO Box 896 North Bend, WA 98045 Erin Mitchell (425) 888-7669 EMITCHELL@NORTHBENDWA.GOV	City of North Bend 920 SE Cedar Falls Way North Bend, WA 98045 Erin Mitchell (425) 888-7669 EMITCHELL@NORTHBENDWA.GOV	Quote #: 222253 Version: 2 Delivery Date: 06/21/2022 Expiration Date: 07/15/2022 Terms: Net 30 Days

Quote Summary

Description	Amount
Equipment	\$3,741.08
Professional Services	\$1,800.00
Subtotal:	\$5,541.08
Estimated Tax:	\$498.69
Total:	\$6,039.77

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

Key Code Media, Inc. - Washington

City of North Bend

Signature: 
 Name: Mark Siegel
 Title: VP Business Development
 Date: 06/21/2022

Signature: _____
 Name: Erin Mitchell
 Date: _____



City Council Agenda Bill

SUBJECT:	Agenda Date: July 19, 2022	AB22-090
Final Reading of Ordinance Regarding the Formation of the Meadowbrook Sewer ULID	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney - Mike Kenyon/Lisa Marshall City Clerk – Susie Oppedal Administrative Services – Dawn Masko Comm. & Economic Development – Rebecca Deming Finance – Richard Gould	
Cost Impact: Preliminary Assessment for City Owned Parcels = \$425,118	Public Works – Mark Rigos, P.E.	X
Fund Source: Sanitary Sewer		
Timeline: City payment would not begin for 3 - 4 Years and would be amortized over 20 years		
Attachments: Ordinance Forming ULID (with Exhibits A & B); Exhibit A – ULID Boundary Map, Exhibit B – Petitions, Exhibit C – Resolution 2009 (inclusion of City Properties), Exhibit D – ULID Petition Map, Exhibit E – G&O Cost Estimate, Exhibit F - SOVA Preliminary Feasibility and Special Benefits Analysis		
SUMMARY STATEMENT:		
I. Tonight's Action: Tonight's action is to take final action on an Ordinance which would authorize the formation of the Meadowbrook Sewer ULID (Utility Local Improvement District).		
II. Recent Public Hearings: There were two recent Public Hearings for the Meadowbrook Sewer ULID. Those occurred on May 17, 2022 and June 21, 2022. The purpose of the Public Hearings was to provide additional formal opportunities to hear from the public regarding the potential formation of the Meadowbrook Sewer ULID. On June 21, 2022 following the second Public Hearing, there was a 5-0 vote on the first reading of the Formation Ordinance. Currently, there is no public sewer in the Meadowbrook area, or anywhere west of South Fork Snoqualmie River inside North Bend City Limits. There are approximately 60 tax parcels located inside the proposed ULID boundary. Slightly more than half of those parcels currently include a structure and manage their sewage onsite with a septic system or use of onsite Honey Buckets. The other parcels are currently vacant. As required by State statute, the City provided notice for this Public Hearing by publication in the Snoqualmie Valley Record and individual mailings to all property owners within the ULID boundary. The City also provided a second mailing to all properties within the ULID boundary in an effort to best ensure that all such owners received actual notice of the Public Hearing. On May 17, 2022, the City held a Public Hearing where many public comments were provided regarding the ULID. A continued public hearing was held on June 21, 2022. On May 17, there was a fairly even mixture of support and opposition to the ULID. The end request from the Council meeting that night was for Puget Western to re-evaluate their Cost Reimbursement Agreement and update it to provide a more generous Agreement package to the approximate 18 residential property owners who live on NE 14 th and NE 8 th Streets who did not petition for the ULID and are opposed to the ULID. Subsequently, in late May and early June of 2022, Puget Western partnered with Peak View LLC to create an even more generous Reimbursement Agreement. The following is what Puget Western and Peak View LLC commit to City Council and the single-family residential property owners on NE 14 th and NE 8 th Streets who did not petition for the ULID. 1. <i>Puget Western and Peak View LLC will carry the costs of the residences special benefit allocation fees in the form of a late comer's agreement that lasts for the entirety of the ULID term (approximately 20 years).</i>		



City Council Agenda Bill

2. *Within those 20 years, if a resident does either of the following, the resident or the new owner shall be required to begin paying for their remaining portion of special benefit allocations fees at that point:*
 - a. *Sell the residence to a new owner (new owner to begin paying fees owed at that time for the remaining portion of the ULID)*
 - b. *Owner renovates or builds on their property to the extent the renovation or development would require them to hook into sewer.*

To provide specific examples:

For #1 – Joe Owner sells his home 5 years after the ULID has begun. Buyer Bob will be responsible for the monthly payments for the next 15 years to pay the property's proportionate share of the special benefit fee.

For #2 – Joe Owner decides to build a 5 bedroom, 4 bathroom house to replace his 2 bedroom 1 bath home on his 3 acres. The new house will require Joe Owner to install an upsized septic system which the city won't allow or provide the building permit for the new house unless they hook up to sewer. At permit issuance, Joe Owner will be responsible for the monthly payment for the remaining time of the ULID.

We find these two options are incredibly fair whereas the residences are not having to pay for anything until they end up monetizing or creating additional value to their properties. Let us know if you'd like to discuss further as we would obviously like to see the ULID passed and we feel this is fairly significant movement to protect the residences as the City Council has asked.

City staff believes that Puget Western and Peak View are now going “above and beyond”. There are no ULID costs to those single-family residential property owners, if the property owner signs the Agreement, who choose to:

- sell their land;
- not develop their land for 20 years; or
- develop their land (property owner would be required to pay remaining ULID balance, but not reimburse for prior ULID payments made by Puget Western and Peak View).

III. Project Overview:

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

Under RCW 35.43.120, the City Council has the authority to form a ULID upon receipt of petitions “aggregating a majority of the area within the proposed district.” Previously approved by City Council via Resolution 2009 on February 15, 2022 authorized the Mayor to execute the petition for City-owned property within the Meadowbrook Sewer ULID boundary. For the proposed Meadowbrook ULID, the combination of private properties and City-owned parcels includes signed petitions reflecting more than 64% of the ULID area. Attached is the ULID Boundary Map (Exhibit A). Signed ULID Petitions (Ex. B) have been received by the City of more than 64% by area within the Meadowbrook Sewer ULID area. Recently, City Council agreed by Resolution 2009 adopted on February 15, 2022 (Ex. C) to include City owned parcels in the ULID. Also attached is the updated, color-coded ULID Petition Map (Ex. D) that shows which parcels have petitioned for sewer.

IV. Project History and Public Outreach:

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



City Council Agenda Bill

In March 2021, SOVA Consulting (SOVA) prepared a special benefits study, appraising the properties within the proposed Meadowbrook ULID in order to determine (a) that the special benefits accruing to the properties within the proposed Meadowbrook ULID would exceed the estimated cost of the Meadowbrook ULID, and (b) if so, the proportionate shares (costs) that each property in the Meadowbrook ULID area would be assessed upon construction of the sewer utility facilities included within the ULID. The SOVA report was made available in 2021 to Meadowbrook property owners via letter and weblink and is attached as Exhibit F (Feasibility and Special Benefit Analysis). The SOVA report found that the total special benefit from the ULID (increased property value) would be **\$11,617,000** following construction of the new sewer facilities. Included in SOVA's Report at page 17 is a Property Matrix Table which provides a detailed summary of tax parcel numbers, property names, taxpayer names, property addresses, zoning, current uses, land areas, appraisal values of land (before and after public sewer) and a preliminary estimate.

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

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

At the regular City Council Meeting on April 5, 2022, the City Council unanimously accepted petitions reflecting nearly 65% of the property within the Meadowbrook ULID boundary and scheduled a public hearing for May 17, 2022.

In April 2022, there were three separate correspondence letters mailed out. These included:

1. During the week of April 11-15, 2022, more than 30 days before the ULID Public Hearing on May 17, City staff mailed a letter to each affected property owner informing them of the public hearing and each of their assessment amounts. This letter was mailed to 60 plus property owners.
2. On April 25, 2022, the City mailed out a second letter to all ULID property owners further informing them. This was an additional notice that City staff felt was necessary. This letter was mailed to 60 plus property owners.
3. In late April 2022, Puget Western mailed individual customized letters to each of the 18 or 19 property owners, that contain single-family homes, to offer an agreement whereby Puget Western would pay upfront Sewer ULID cost for each parcel with provisions for reimbursement by the property owners in certain circumstances.
4. After hearing concerns from the property owners, Puget Western and Peak View, LLC (another commercial property owner within the proposed ULID area), revised the draft agreement to relieve current property owners from any reimbursement obligation. In early July 2022, Puget Western/Peak View mailed the revised agreement to all impacted residential property owners with an explanatory cover letter. The cover letter specifies that the property owners have until October 3, 2022, to make their decisions whether to sign the revised agreements. A copy of the PWI/Peak View transmittal to the property owners was provided to all Councilmembers on July 6, 2022.

V. Bond Financing – Next-Steps

The proposed ULID formation ordinance contemplates that the City will issue bonds to finance the improvements within the ULID. ULID financing customarily occurs in two steps – short-term interim financing during construction



City Council Agenda Bill

and long-term take out financing after construction is complete and the assessment roll is finalized. Under the City's current water/sewer utility revenue bond borrowing program, the long-term bonds will be payable from assessments collected from property owners within the ULID, and (as a back-up pledge), net revenues of the water/sewer utility. The bonds will not be general obligations of the City and will not be payable from property taxes. The specific approval for the issuance any financing will be done by separate ordinance of the Council.

Municipal bonds can be issued on a taxable or a tax-exempt basis (for projects that fit within parameters of the federal tax code). If the proposed project does not fit within the parameters of the federal tax code for tax-exempt bonds or if the municipality desires greater flexibility with respect to use of the assets financed, municipalities routinely issue taxable bonds to finance public projects. For ULID financings, guarantee agreements (such as the proposed PWI/Peak View agreement) and similar arrangements with individual property owners may impact whether the City can issue tax-exempt bonds for the proposed ULID improvements. As a result, all or a portion of the proposed bonds may be issued as taxable obligations. Taxable bonds historically have had a higher interest rate over tax-exempt debt (generally 1-2%), however interest rates will not be known until closer to bond issuance. If Council approves formation of the ULID, City staff will continue to work with the City's bond counsel, Pacifica Law Group, and its financing team on the proposed financing.

VI. Staff Recommendation:

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

1. It's an opportune time to provide needed infrastructure in this area of the City, which is consistent with the City's Mission Statement of "Build and Maintain Healthy Infrastructure".
2. Property owners will be able to pay their sewer ULID assessments over 15-20 years at a low interest rate. Assuming the ULID moves forward, the City will sell bonds resulting in sufficient funds to pay for the engineering, construction materials, construction labor, and associated ULID pre-formation costs.
3. In a more general sense, many City residents have been requesting the City to improve its own infrastructure. In staff's opinion, this ULID is a perfect example of how the City can respond to the public in a positive and tangible manner, and improve its infrastructure.
4. The ULID provides the opportunity and option for property owners to remove their existing septic drainfields and connect into a newly available public sewer system. While property owners within the ULID boundary will be required to make ULID payments, they are not required to actually connect to the sewer system. If they choose to do so, then they would be responsible for the "side sewer" construction necessary to connect their homes or buildings on private property to the new City sewer facilities installed in the public rights-of-way. The new sewer system will be managed by certified professionals. Over time, septic drainfields can contaminate the groundwater table, wetlands, and streams, which becomes a public health concern due to the number of private and public wells used for drinking water in the Upper Snoqualmie Valley. Currently, property owners in the area of the Meadowbrook ULID do not have the option for public sewer.
5. The total special benefits being added to the properties as determined by the SOVA report (\$11,617,000) exceed the total project costs (\$7,452,000) by approximately \$4,000,000, a fairly significant amount.
6. The City's Sewer Comprehensive Plan approved by Washington State Department of Health and Ecology back in 2017 forecasts public sewer for the Meadowbrook area.
7. There is a generous Cost Reimbursement Agreement being provided as an option to approximately 18 single-family residential property owners who wish to take advantage of such an opportunity. Each property owner can later choose to accept or not accept this private Agreement.



City Council Agenda Bill

VII. Next Steps:

City Council's next step is to vote as a final reading on the ordinance which would authorize the formation of the proposed Meadowbrook Sewer ULID.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their March 22, 2022 and April 26, 2022 TPW meetings and was recommended for approval and placement on the Main Agenda.

RECOMMENDED ACTION: **Motion to approve AB22-090, an ordinance authorizing the formation of the Meadowbrook Sewer ULID, in a form and content approved by the City's bond counsel, as a final reading.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 17, 2022	Passed AB22-066 ULID Public Hearing	7-0
June 21, 2022	AB22-078 - Passed in 1 st Reading	5-0
July 19, 2022		

CITY OF NORTH BEND, WASHINGTON

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, ORDERING CERTAIN UTILITY LOCAL SEWER IMPROVEMENTS; CREATING A UTILITY LOCAL IMPROVEMENT DISTRICT; ORDERING THE CARRYING OUT OF THE PROPOSED IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE COST OF SUCH IMPROVEMENTS BY SPECIAL ASSESSMENTS UPON THE PROPERTY IN THE DISTRICT; AND PROVIDING FOR THE ISSUANCE AND SALE OF REVENUE BONDS AND INTERIM FINANCING WARRANTS OR NOTES.

WHEREAS, RCW 35.43.120 provides that “[a]ny local improvement may be initiated upon a petition signed by the owners of property aggregating a majority of the area within the proposed district. The petition must briefly describe: (1) [t]he nature of the proposed improvement, (2) the territorial extent of the proposed improvement, (3) what proportion of the area within the proposed district is owned by the petitioners as shown by the records in the office of the county auditor, and (4) the fact that actual assessments may vary from assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement, or street lighting, adds to the property”; and

WHEREAS, upon receipt of a properly executed petition, the legislative authority must hold a public hearing after publishing notice of such hearing as provided in RCW 35.43.125 and RCW 35.43.150 prior to the formation of such proposed district; and

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

WHEREAS, currently there is no public sewer in the Meadowbrook area of the City, which includes most of the westerly portion of the City, west of the South Fork Snoqualmie River, as more particularly described in Exhibit A; and

WHEREAS, in 2021, the City Council received signed petitions from a majority of the private property owners by area of Meadowbrook petitioning the City to form a utility local improvement district (“ULID”) in the Meadowbrook area described in Exhibit A for the purpose of extending sewer service to such area; and

WHEREAS, on February 15, 2022, the City Council adopted Resolution No. 2009 authorizing the Mayor to execute a petition related to City-owned property within the Meadowbrook area petitioning the City to form a ULID in such area; and

WHEREAS, the Public Works Director has determined that the petition is sufficient and that the facts set forth therein are true; and

WHEREAS, at its regular City Council meeting held on April 5, 2022, the Council unanimously accepted the petitions reflecting more than 64% of the property within the proposed Meadowbrook area ULID, and scheduled a public hearing for May 17, 2022; and

WHEREAS, the Public Works Director caused an estimate to be made of the cost and expense of the proposed improvements and certified that estimate to the City Council, together with all papers and information in such individual's possession touching the proposed improvements, and a statement of what portion of the cost and expense of the improvements should be borne by the property within the proposed ULID; and

WHEREAS, public hearings were held May 17 and June 21, 2022, after notice was provided by law, and after discussion of the proposed improvements and due consideration thereof and of all objections thereto, the City Council has determined to order the local improvements described below and to create a ULID in the Meadowbrook area; and

WHEREAS, estimates of the costs and expenses of the proposed improvements, a description of the boundaries of the proposed ULID, a statement of what portion of the costs and expenses of the improvements would be borne by the property within the proposed ULID, and a diagram showing the lots, tracts and parcels to be benefited and other information pertaining to the proposed district, have been filed with the City Clerk and certified to the City Council;

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

Section 1. The City shall design, construct and install sewer service facilities to the properties located in the herein after defined Meadowbrook Sewer ULID, including a sanitary sewer collection system, sewer conveyance system, sewer lift station(s), a forcemain crossing over or under South Fork Snoqualmie River, and necessary appurtenances as described in Exhibit B attached hereto and incorporated herein by this reference (together, the "Improvements").

Section 2. The Improvements, when designed, shall be in accordance with the City's Public Works Standards, the provisions of this ordinance and any other ordinances as hereafter may be adopted in connection with such Improvements; provided, however, that changes in detail of such plans that do not significantly alter the scope or costs of the Improvements will not require further approval.

Section 3. There is hereby established a ULID of the City to be known as "Utility Local Improvement District No. 7 (Meadowbrook)" (referred to herein as the "Meadowbrook Sewer ULID"). The boundaries the Meadowbrook Sewer ULID shall be as described in Exhibit A attached hereto and incorporated herein by this reference. It is hereby found that the above-described boundaries embrace as nearly as practicable all the property specially benefited by the Improvements.

Section 4. The total cost and expense of the Improvements thereto is preliminarily estimated to be approximately \$7,500,000 (as of 2021), of which 100% shall be borne by and assessed against the property within the Meadowbrook Sewer ULID specially benefited by the

Improvements. Assessments shall be made against the property within the Meadowbrook Sewer ULID in accordance with the special benefits accruing to such property.

The entire cost and expense of the Improvements including all labor and materials required to make a complete improvement, all engineering, surveying, inspection, ascertaining ownership of the lots or parcels of land included in the assessment district, and all advertising, mailing and publication of notices, accounting, administrative, printing, legal, interest and other expenses incidental thereto, shall be borne by and assessed against the property specially benefited by such Improvements included in the Meadowbrook Sewer ULID embracing as nearly as practicable all property specially benefited by such improvements.

In accordance with the provisions of RCW 35.44.047, the City may use any method or combination of methods to compute assessments which may be deemed to fairly reflect the special benefits to the properties being assessed.

Section 5. Upon completion of the Improvements, an assessment roll shall be prepared and, after notice and hearing in the manner provided by law, an assessment roll shall be confirmed. Assessments not paid within the 30-day prepayment period provided by law shall be payable in installments, and the City shall issue bonds as provided below. The number of years said installments shall run, the dates of payment of the same and the rate of interest that the unpaid installments shall bear shall be as hereafter fixed by ordinance.

Section 6. There is hereby created a fund of the City to be known as the "Utility Local Improvement District No. 7 Project Fund" (the "Meadowbrook Sewer ULID Project Fund") for the purpose of paying the cost of the Improvements provided for in this ordinance and into which there shall be paid all of the assessments collected in the Meadowbrook Sewer ULID as and when directed by the ordinance confirming the assessment roll. All moneys received from the sale of bonds, notes and warrants drawn on the Meadowbrook Sewer ULID Project Fund shall be deposited into the Meadowbrook Sewer ULID Project Fund, and applied solely in payment of the costs and expenses of the Improvements.

Section 7. Bond anticipation notes or other short term obligations may be issued in payment of the cost and expense of the Improvement, such notes or other obligations to be paid out of the "North Bend 1979 Water and Sewer Revenue Bond Fund," previously created and referred to as the Revenue Bond Fund, and, until the bonds referred to in this section are issued and delivered to the purchaser thereof, to bear interest from the date thereof at a rate to be established in connection with the issuance of such obligations, and to be redeemed in cash and/or by revenue bonds herein authorized to be issued. In the alternative, the City hereafter may provide by ordinance for the issuance of other short-term obligations pursuant to chapter 39.50 RCW.

The City is authorized to issue revenue bonds for the District (the "Bonds"), which shall bear interest at the rates, and to be payable on or before such dates, to be hereafter fixed by ordinance. The Bonds shall be issued in exchange for and/or in redemption of any and all bond anticipation notes issued hereunder or other short-term obligations hereafter authorized and not redeemed in cash within 20 days after the expiration of the 30-day period for the cash payment of assessments without interest on the assessment roll for the District. The Bonds shall be redeemed by the collection of special assessments to be levied and assessed against the property within the

Meadowbrook Sewer ULID, payable in annual installments, with interest at a rate to be hereafter fixed by the ordinance authorizing issuance and sale of the Bonds. The exact form, amount, date, interest rate and denominations of such Bonds shall be fixed by ordinance of the City Council. Such Bonds shall be sold in such manner as the City Council shall hereafter determine.

Section 8. It is the intent of the City to reimburse a portion of the costs of the Improvements with the proceeds of bonds to be issued by the City (the “Reimbursement Bonds”) the interest on which is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 9. The payment of an assessment levied for the Meadowbrook Sewer ULID on underdeveloped properties (as defined in this Section 9) may be made by owners of other properties within the Meadowbrook Sewer ULID, if they so elect, subject to the following:

a. The owner(s) of the underdeveloped property on whose behalf payments of assessments have been made, shall reimburse all such assessment payments to the party who made the payments when those properties are sold, developed or redeveloped, together with compound interest at a rate, if any, specified in the reimbursement agreement.

b. Reimbursement shall be made on a lump sum basis.

c. In the event the underdeveloped property has not been sold, developed or redeveloped before the date that is two years prior to the maturity date of the Bonds, reimbursement shall be made no later than the time of dissolution of the Meadowbrook Sewer ULID.

d. Underdeveloped property shall be those properties that are undeveloped or are not developed to their highest and best use.

e. Reimbursement amounts due from underdeveloped properties shall be liens upon the underdeveloped properties in the same manner and with like effect as assessments made under this ordinance.

The payment of an assessment levied for the Meadowbrook Sewer ULID may be made by others (guarantors) pursuant to the terms of a cost allocation agreement, if they so elect, without reimbursement, subject to the property owner’s assumption of the Meadowbrook Sewer ULID payment obligation upon the occurrence of certain qualifying events in accordance with the terms and provisions of such agreement.

Section 10. 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 11. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS ____ DAY OF _____, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

Published:
Effective:

APPROVED AS TO FORM:

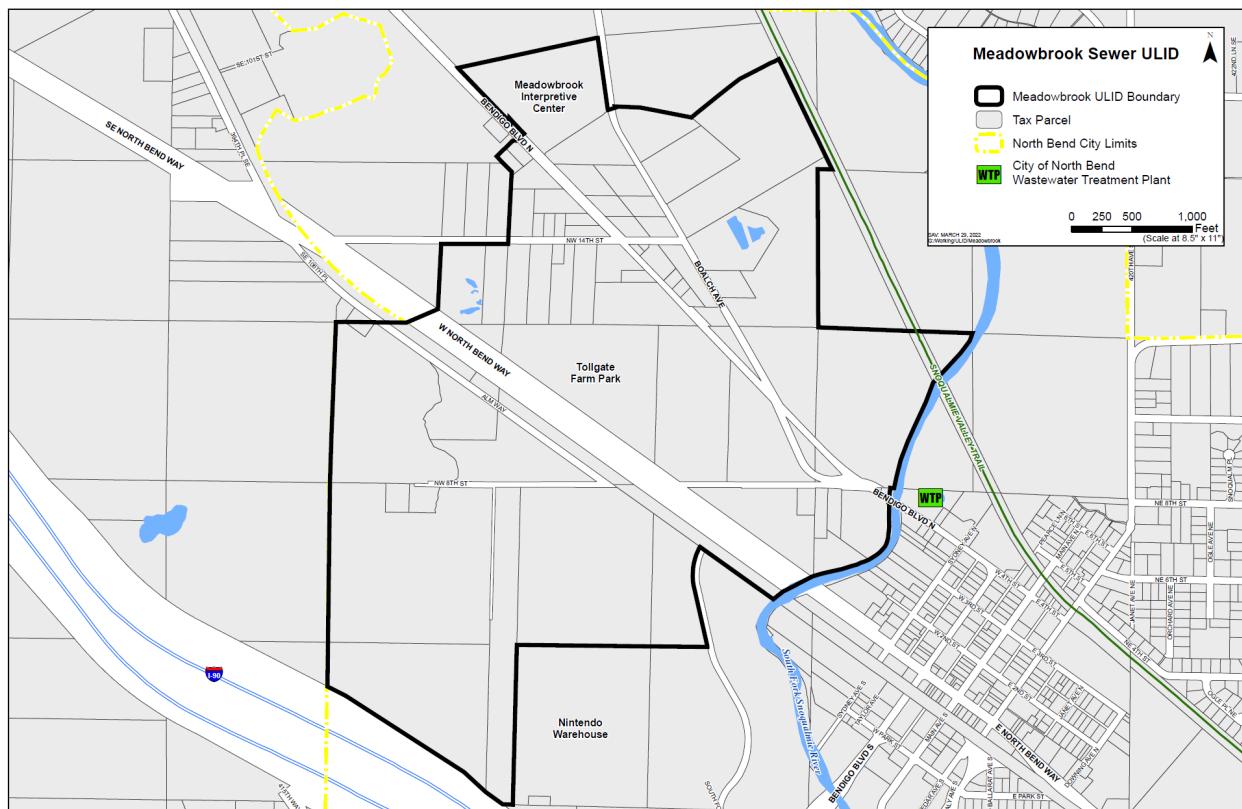
Pacifica Law Group LLP, Bond Counsel

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk

Exhibit A

ULID Boundary



A-1

Exhibit B**Improvements**

The Meadowbrook Sewer ULID comprises approximately 68 tax parcels in the northwest quadrant of the City of North Bend. The Meadowbrook Sewer ULID would provide public sewer to approximately 353 acres of City property that currently lacks public sewer. The area has lacked sewer for two primary reasons, both of which are addressed with certain components of the Improvements. First, the Meadowbrook Sewer ULID area is geographically isolated due to South Fork Snoqualmie River being located between the Meadowbrook Sewer ULID and the City's wastewater treatment plant ("WWTP"), thus the Meadowbrook Sewer ULID includes a pipe bridge. Second, the Meadowbrook Sewer ULID area is topographically lower in elevation than the WWTP, thus the Meadowbrook Sewer ULID includes lift stations and forcemains. Most of the proposed sewer system is not composed of gravity sloping pipes.

In addition to the pipe bridge, forcemains and lift stations, the Improvements also include sewer maintenance holes, sewer cleanouts, several gravity sewer pipes and a discharge into the City's existing WWTP lift station vault. Total cost of the Meadowbrook Sewer ULID has been estimated by Gray and Osborne to be approximately \$7.5 million (in 2021). Total benefits resulting from the Improvements as appraised by Sova Consulting are approximately \$11.6 million (in 2021).

The Improvements are expected to take 12-18 months to procure construction documents. To prepare the construction plans, the following professionals are expected to be used: Professionally Licensed Surveyor, Geotechnical Engineer, Civil Engineer, Structural Engineer, Electrical Engineer, Wetland Biologist, Cultural / Archaeologist. The Improvements are expected to take 9 to 12 months to permit, which includes a City of North Bend Grading Permit and HPA (hydraulic project approval) from Washington State Department of Fish and Wildlife. Construction of the Improvements is estimated to take 9 to 15 months, depending in part on what month of the year construction commences. The earliest construction could commence is estimated to be 2024 or 2025. The earliest possible completion year is estimated to be 2025.

Meadowbrook Sewer ULID

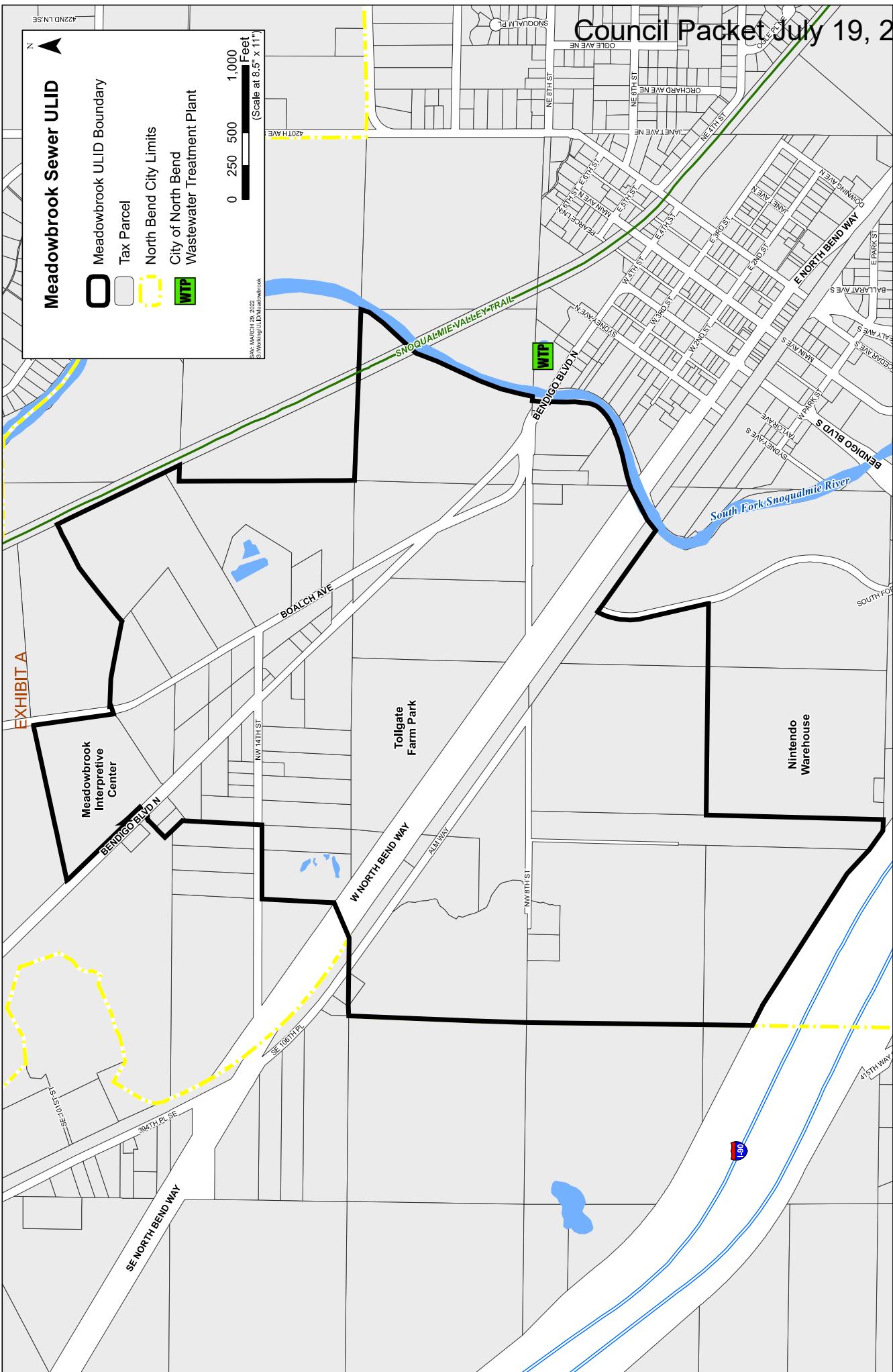


EXHIBIT B

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

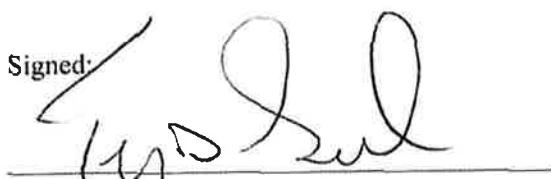
To: North Bend City Council
PO Box 896
North Bend, WA 98045

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

Signed:



Date:

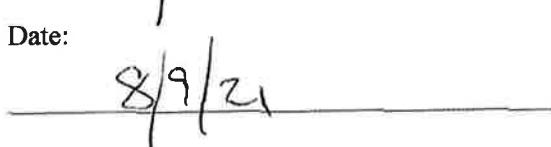


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OWNER'S NAME
EL842, LLC

MAILING ADDRESS
1531 Bendigo Blvd. North

TAX PARCEL NO.
5418700100

Signed:

William Carroll

Date:

8/05/2021

EXHIBIT B

FORMAL PETITION
TO CREATE
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CITY OF NORTH BEND
KING COUNTY, WASHINGTON

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

Signed:



Date:

8 / 17 / 22

EXHIBIT B

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

RECEIVED

AUG 11 2021

City of North Bend

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

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OWNER'S NAME
Dizzy Bee Investing
Beth Burrows

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

TAX PARCEL NO.
#0423089037

Signed:

Beth Burrows

Date:

08/10/2021

EXHIBIT B

FORMAL PETITION
TO CREATE
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CITY OF NORTH BEND
KING COUNTY, WASHINGTON

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OWNER'S NAME

MAILING ADDRESS

TAX PARCEL NO.

Brandon Greger 1480 W North Bend Way 5418700081

Signed:

Brandon Greger

Date:

8/9/2021

EXHIBIT B

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

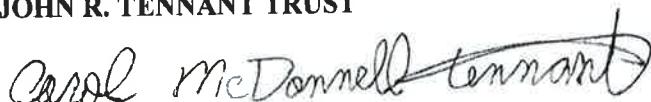
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OWNER'S NAME	MAILING ADDRESS	TAX PARCEL NO.
THE JOHN R. TENNANT TRUST	c/o 332 Sunset Court, Oak View, CA 93022	082308-9001-07
THE JOHN R. TENNANT TRUST	c/o 332 Sunset Court, Oak View, CA 93022	092308-9027-06
THE JOHN R. TENNANT TRUST	c/o 332 Sunset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

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



Date:
August, 6th, 2021

EXHIBIT B

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

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

Signed:

Victoria T. Bettes

Date:

8/08/2021

EXHIBIT B

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

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

Signed:



President

Date:

August 5, 2021

EXHIBIT B

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

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OWNER'S NAME	MAILING ADDRESS	TAX PARCEL NO.
Frank Holland	9829 NE 13 th Bellevue WA 98004	082308-9001-07 082308-9021-06 082308-9004-04

Signed:

Frank Holland

Date:

8/9/2021

EXHIBIT B

FORMAL PETITION
TO CREATE
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CITY OF NORTH BEND
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OWNER'S NAME	MAILING ADDRESS	TAX PARCEL NO.
J&W RE Holdings Complex, LLC	6814 Denny Peak Dr. SE, Snoqualmie, 98065	0423089036
J&W RE Holdings Complex, LLC	6814 Denny Peak Dr. SE, Snoqualmie, 98065	5418700030
J&W RE Holdings Complex, LLC	6814 Denny Peak Dr. SE, Snoqualmie, 98065	5418700005
J&W RE Holdings Complex, LLC	6814 Denny Peak Dr. SE, Snoqualmie, 98065	5418700025
J&W RE Holdings Complex, LLC	6814 Denny Peak Dr. SE, Snoqualmie, 98065	5418700010
J&W RE Holdings Complex, LLC	6814 Denny Peak Dr. SE, Snoqualmie, 98065	5418700020

Signed:

Wendy Miller
Managing member

Date:

8-15-21

EXHIBIT B

FORMAL PETITION
TO CREATE
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CITY OF NORTH BEND
KING COUNTY, WASHINGTON

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

Signed:

William E. Kramer

Date:

10/24/21

EXHIBIT B

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KING COUNTY, WASHINGTON

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OWNER'S NAME
William J Ingersoll III

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

TAX PARCEL NO.
5418700112

Signed:



Date:



EXHIBIT B

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

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

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

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

OWNER'S NAME

Zev Oved

MAILING ADDRESS

2819 110th Ave SE,
Bellevue WA 98004

TAX PARCEL NO.

641870 0043

Signed:



Date:

8/8/2021

EXHIBIT B

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

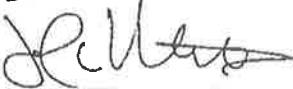
To: North Bend City Council
PO Box 896
North Bend, WA 98045

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

Signed:



President

Date:

August 5, 2021

EXHIBIT B

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

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

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OWNER'S NAME



MAILING ADDRESS

5525 Vesper Way
Bremerton, WA 98312

TAX PARCEL NO.

5415700045
5418700047
5418700048
5418700049
5418700046

Signed:

Date:

08/06/21

EXHIBIT B

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

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

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

Signed:



JEFFREY YEE, MANAGING MEMBER

Date:

8/09/2021

EXHIBIT B

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

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

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

Signed:

Steve Walter

Date:

10-21-2021

EXHIBIT B

WHEN RECORDED RETURN TO:
 Jameson Babbitt Stiles & Lombard
 ATTN: Anne DeVoe Lawler
 999 Third Avenue, Suite 1900
 Seattle, WA 98104

DRAINFIELD EASEMENT

11/17/2005
 This Drainfield Easement (the "Easement") is made and entered into as of this
 day of January, 1995 by and between SNOQUALMIE VALLEY LAND
 COMPANY INC., a Washington corporation ("Grantor") and CHILDREN'S SERVICES OF
 SNO-VALLEY ("Grantee").

RECITALS

9501170149
 11-9504000-11

A. Grantor owns the real property described in Exhibit A attached hereto ("Grantor's Property").

B. Grantees own the real property described in Exhibit B attached hereto (the "Grantee's Property"). Grantee's Property is adjacent to Grantor's Property. Grantor's Property and Grantee's Property are sometimes collectively referred to herein as the "Properties."

C. Grantor agrees to convey an easement for the installation and maintenance of the drainfield portion of an on-site sewage disposal system to serve the Grantee's Property, subject to the terms and conditions of this Agreement.

Now, therefore, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto hereby agree as follows:

1. Grant of Easement over Grantor's Property. Grantor hereby grants to the Grantee, their heirs, successors and assigns, a non-exclusive perpetual easement on, over and across the south 25 feet of the Grantor's Property (the "Drainfield Easement Property"). The location of the drainfield within the Drainfield Easement Property, and the access thereto for Grantee, shall be determined by mutual consent of Grantor and Grantee. The site selected for the drainfield shall meet all local, state, and federal requirements (if any). The purpose of this easement shall be for installation and maintenance of the drainfield portion of an on-site sewage disposal system to serve the Grantee's Property.

2. Drainfield Construction. The drainfield shall be constructed by Grantee at Grantee's sole cost and expense, using certified and licensed contractors approved in advance by Grantor. All construction shall be performed according to all applicable legal requirements, and shall be performed in a good workmanlike manner. Grantee shall

(JDSL1/J9899/00001/SLB/129466.1)

EXCISE TAX NOT REQUIRED
 King Co. Records Division

[Signature]

FILED FOR RECORD AT REQUEST OF
 TRANSAMERICA TITLE INSURANCE CO.
 320 108TH AVE. NE
 P.O. BOX 11403
 BELLEVUE, WA 98009

RECEIVED THIS DAY
 11/17/2005

EXHIBIT B

obtain insurance in a form and amount approved by Grantor prior to commencing construction of the drainfield, and such insurance shall name Grantor as an additional insured.

3. **Maintenance.** Grantee agrees to maintain the Drainfield Easement Property and drainfield in good condition and repair at Grantee's sole cost and expense.

4. **Indemnity.** Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claims, liabilities, damages, costs, expenses and fees (including attorneys' fees and costs) arising out of and in any way connected to or with the construction, operation and maintenance of the drainfield and/or the Drainfield Easement Property including, without limitation, any environmental matters relating to Grantor's Property or any adjacent properties.

5. **Use.** Grantee agrees that the use of the Drainfield Easement Property pursuant to this Agreement shall not unreasonably interfere with the use and operation of Grantor's Property. Grantor agrees not to construct or maintain any structures, roads, driveways, or trails for vehicular traffic within the Drainfield Easement Property, and Grantor shall not excavate or compact natural soil within such area. Upon termination of the easement, Grantee shall promptly restore the surface of the Drainfield Easement Property to its former state and remove all sanitation pipes located therein, at Grantee's sole cost and expense.

6. **Term; Burden and Benefit.** The easement granted in this Agreement shall continue in effect until ninety (90) days after Grantee's Property is connected to a sanitary sewer service, at which time it shall automatically terminate without any further action or documentation being required. Notwithstanding the above, Grantee shall provide Grantor with prompt written notice of the connection of Grantee's Property to a sanitary sewer service. Grantee shall execute any additional documentation requested by Grantor that may be necessary to terminate this Agreement. Subject to the foregoing, each Property shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to, and benefited and burdened by the easements, covenants and obligations set forth herein, which shall run with the land.

7. **Entire Agreement; Amendment.** This Agreement contains the entire agreement of the parties hereto, and may not be amended except by the written agreement of the then current owners of each Property, and recorded with the appropriate authorities.

8. **Attorneys' Fees.** If any claim, controversy or demand relating to this Agreement or to any breach of any provision hereof arises, the prevailing party shall be entitled to recover their reasonable and actual attorneys' and consultants' fees and costs from the nonprevailing party.

EXHIBIT B

In witness whereof, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

SNOQUALMIE VALLEY LAND COMPANY, INC.,
a Washington corporation

By: Richard D. Berg
Its: President

GRANTEE:

CHILDREN'S SERVICES OF SNO-VALLEY

By: Richard D. Berg
Its: President

9501170149

EXHIBIT B

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 15th day of January, 1995, before me personally appeared Richard J. Zemo, to me known to be the President of SNOQUALMIE VALLEY LAND COMPANY INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Janice R. Oechelholz
Notary Public in and for the State of Washington, residing at Woodinville. My commission expires: 8/20/98
JANICE R. OECHELHOLZ
[Type or Print Notary Name]

9501170149

EXHIBIT B

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 17 day of January, 1995, before me personally appeared Richard Kuhn, to me known to be the President of CHILDREN'S SERVICES OF SNO-VALLEY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Carolyn S. Fischer
 Notary Public in and for the State of Washington, residing at 7111 Broad My commission expires: 6-14-98
 CAROLYN S. FISCHER
 [Type or Print Notary Name]

9501170149

EXHIBIT B

**EXHIBIT A
GRANTOR'S PROPERTY**

**Lot 2, Block 1, Meadowbrook Tracts according to the Plat thereof recorded
in Volume 28 of Plats, Page 29, in King County, Washington.**

9501170149

EXHIBIT B

**EXHIBIT B
GRANTEE'S PROPERTY**

**Lot 3, Block 1, Meadowbrook Tracts according to the Plat thereof recorded
in Volume 29 of Plats, Page 29, in King County, Washington.**

9501170149

(J85L1//J89980001/ELS/129458.1)

EXHIBIT B

DECLARATION OF COVENANT

In consideration of approval by King County of an on-site sewage disposal system for the property described below, property owners, hereby covenant and agree as follows:

1. I/We, the grantor(s) herein, is/are the owner(s) in fee simple of (an interest in) property within King County, which is legally described as follows: LOT 3 BLOCK 1, MEADOWBROOK TRACTS
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 29 OF PLATS, PAGE 29 IN
KING COUNTY WASHINGTON

2. I/We have requested the approval by King County of the on-site sewage disposal system for the above described property.

3. I/We agree to record a copy of the onsite sewage disposal system asbuilt and the operation and maintenance manual on the property deed before final approval of the system and prior to the issuance of a certificate of occupancy for the building.

4. I/We agree not to protest the extension of any sanitary sewer U.L.I.D. that will serve this property.

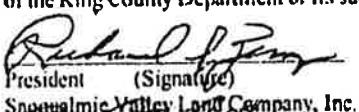
5. I/We agree not to allow any institutional or commercial food preparation activities to occur as long as the building is serviced by an onsite sewage disposal system.

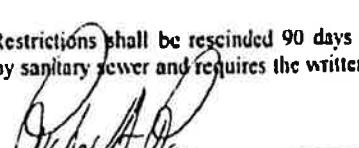
6. I/We agree not to allow any water lines including landscape irrigation lines within ten feet of any component of the onsite sewage disposal system.

7. This Declaration of Conditions, Covenants, and Restrictions is binding upon our heirs, assignees, and successors in interest as the owners of the above-described property and is a covenant running with the land.

8. This Declaration of Conditions, Covenants, and Restrictions shall be rescinded 90 days after Lot 3, Block 1 MEADOWBROOK TRACTS is serviced by sanitary sewer and requires the written agreement of the King County Department or its successors.

7501170149


 President (Signature)
 Snoqualmie Valley Land Company, Inc.


 Secretary (Signature)
 Snoqualmie Valley Land Company, Inc.

On this 12 day of January, 1995, before me personally appeared Richard J. Ziemer,
 to me known to be the (Individuals) Richard J. Ziemer (or of the Corporation) described herein
 and who executed the foregoing instrument as itself free and voluntarily act and deed for the uses and purposes
 herein mentioned.

Witness my hand and seal hereto affixed the

12 day of January, 1995.
Richard J. Ziemer
 Notary Public in and for the State
 of Washington, residing at North
Olivia
 My commission expires 9-18-96



EXHIBIT B

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

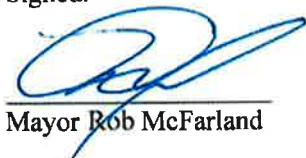
To: North Bend City Council
 North Bend City Hall
 920 SE Cedar Falls Way
 North Bend, WA 98045

I have been authorized by you to include City of North Bend tax parcels in the Meadowbrook Area to be within a proposed Sewer / Utility Local Improvement District (ULID) for the purposes of extending sewer service, substantially as proposed in the North Bend Comprehensive Sewer Plan to the portion of the City as depicted on the attached ULID Boundary Map. The terms of the sewer service shall be subject to compliance with City of North Bend Comprehensive Plan designations, zoning, and other development standards and impact mitigation requirements. When including the City of North Bend parcels described below together with the parcels owned by others within the proposed ULID boundaries and who have also signed a petition to form this ULID, according to the records of the King County Assessor, the combined properties represent more than fifty percent (50%) of the area of land within the boundaries of the proposed ULID.

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

<u>Owner's Name</u>	<u>Mailing Address</u>	<u>Tax Parcel No.</u>	<u>Address / Location</u>
City of North Bend	920 SE Cedar Falls Way North Bend, WA 98045	092308-9073 042308-9031 052308-9049 042308-9034 042308-9017 052308-9063 042308-9013 042308-9038 042308-9014 042308-9034	West North Bend Way West North Bend Way West North Bend Way Boalch Ave NW SR-202 Tollgate Tollgate Tollgate Tollgate Meadowbrook Inter. Center

Signed:



 Mayor Rob McFarland

Date:

April 7, 2022

Instrument Number: 20180817000179 Document: CERT Rec: \$100.00 Page
Record Date: 8/17/2018 9:36 AM
King County, WA

Return Address:
 City of North Bend
 Attn: City Clerk
 PO Box 896
 North Bend, WA 98045



20180817000179

CERTIFICATE Rec: \$100.00
 8/17/2018 9:36 AM
 KING COUNTY, WA

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

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Interim Certificate of Future Sewer Connection 2.
 3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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

1. Snoqualmie Valley Youth Activity Center, _____
 2. _____

Additional names on page _____ of document.

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

1. City of North Bend, _____
 2. _____

Additional names on page _____ of document.

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

POR OF SE 1/4 OF NW 1/4 & NE 1/4 OF SW 1/4 & SW 1/4 OF NE 1/4 DAF - BEG AT SE COR OF LOT 2 BLK 2 PLAT OF MEADOWBROOK TRACTS

Additional legal is on page 1 of document.

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet

assigned
 042308-9029

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

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

Signature of Requesting Party

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

EXHIBIT B

Instrument Number: 20180817000179 Document: CERT Rec: \$100.00 Page
 Record Date: 8/17/2018 9:36 AM King County, WA



King County

Web date: 10/21/2005

**INTERIM CERTIFICATE OF
FUTURE SEWER CONNECTION**

Department of Development and Environmental Services
 Land Use Services Division
 900 Oaksdale Avenue Southwest
 Renton, Washington 98055-1219
 206-296-6600 TTY 206-296-7217

For alternate formats, call 206-296-6600.

This is to certify that an irrevocable agreement has been entered into between

City of North Bend

(Sewer District/Purveyor) and

Snowmane Valley Yacht Center

(Owner)

committing that the property described below will be connected to public sewers upon availability of sewers and that the property owner shall pay all costs of connection.

Legal description of property: 152 Beach Ave NW, North Bend, WA 98045

Legal	POR OF SE 1/4 OF NW 1/4 & NE 1/4 OF SW 1/4 & SW 1/4 OF NE 1/4 DAF - BEG AT SE COR OF LOT 2 BLK 4 PLAT OF MEADOWBROOK TRACTS TH ALG 6 LN OF NE 1/4 OF SW 1/4 6D SEC N 89-00-12 E 58.00 FT TO NELY NW MGN OF OLD SUNSET HWY TH N 35-07-08 W ALG SD 89-00-12 E 27 FT TO TP0B TH COR ALG 6D NELY MGN N 32-07-08 W 320.50 FT TH N 57-52-52 E 720.06 FT TH N 60-07-08 W 630.67 FT ML TO THRD OF GARDNER CREEK TH NELY ALG THRD OF 6D CRK TO ITS NEXN WITH SWLY RW MGN OF CHICAGO - MILWAUKEE 6T PAUL & PACIFIC RR TH N 27-23-28 E ALG SD RR MGN 84.34 FT ML TAP BRG N 57-52-52 E FR TP0B TH S 57-52-52 W 134.43 FT TO TP0B LESS RD (ROW DEDICATION PER CITY OF NORTH BEND REC #20171013000015)
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PARCEL #
042308-9029

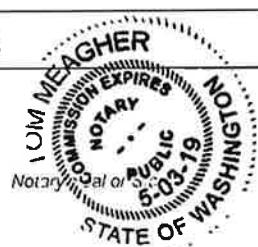
The owner and/or his/her grantees agree to participate in and not protest the formation of a Utility Local Improvement District (ULID) or a Local Improvement District (LID) or utility purveyor project designed to provide sewer services to the property. Once this certificate is recorded, it shall remain in effect as a permanent condition on the property running with the land until such time as the costs for connection are fully paid to the purveyor.

Don DeBerg
 District Representative (signature)

Don DeBerg, PE
 Printed Name

City Engineer
 Title

5/14/18
 Date



Notary Public in and for the
 STATE of WASHINGTON
 And
 RESIDING AT REDMOND, WA

Tom
 Signature

Barry Moore
 Owner (signature)

Barry Moore
 Printed Name

3-12-2018
 Date

Owner (signature)

Printed Name

Date

Check out the DDES Web site at www.metrokc.gov/ddes

EXHIBIT B

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

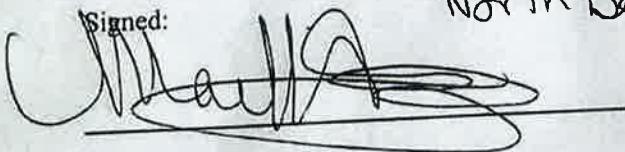
To: North Bend City Council
PO Box 896
North Bend, WA 98045

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

OWNER'S NAME *Maureen (Kamienski) Kays* MAILING ADDRESS *15109 Cedar Falls Rd SE
North Bend, Wa 98045* TAX PARCEL NO.'S *(sets 24 + 28 on list)
5418700-111 5418700-105
and*

Signed:



Date:

August 10th 2021

RESOLUTION 2009

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. The City Council of the City of North Bend hereby confirms its intent to include City-owned property within the area of any sewer ULID proposed to be formed within the Meadowbrook area. The Mayor is authorized to sign a petition to include City-owned parcels within any sewer ULID proposed for the Meadowbrook area regardless of the actual boundaries of the proposed sewer ULID, provided that (a) the area of the proposed sewer ULID as depicted on the petition includes the City-owned parcels, (b) only after the petition is first signed by the owners of property constituting a majority of the private property within the area of the proposed sewer ULID, and (c) after taking into consideration the expressed desires of private property owners within the ULID area.

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

CITY OF NORTH BEND:



Rob McFarland, Mayor

APPROVED AS TO FORM:



Michael R. Kenyon, City Attorney

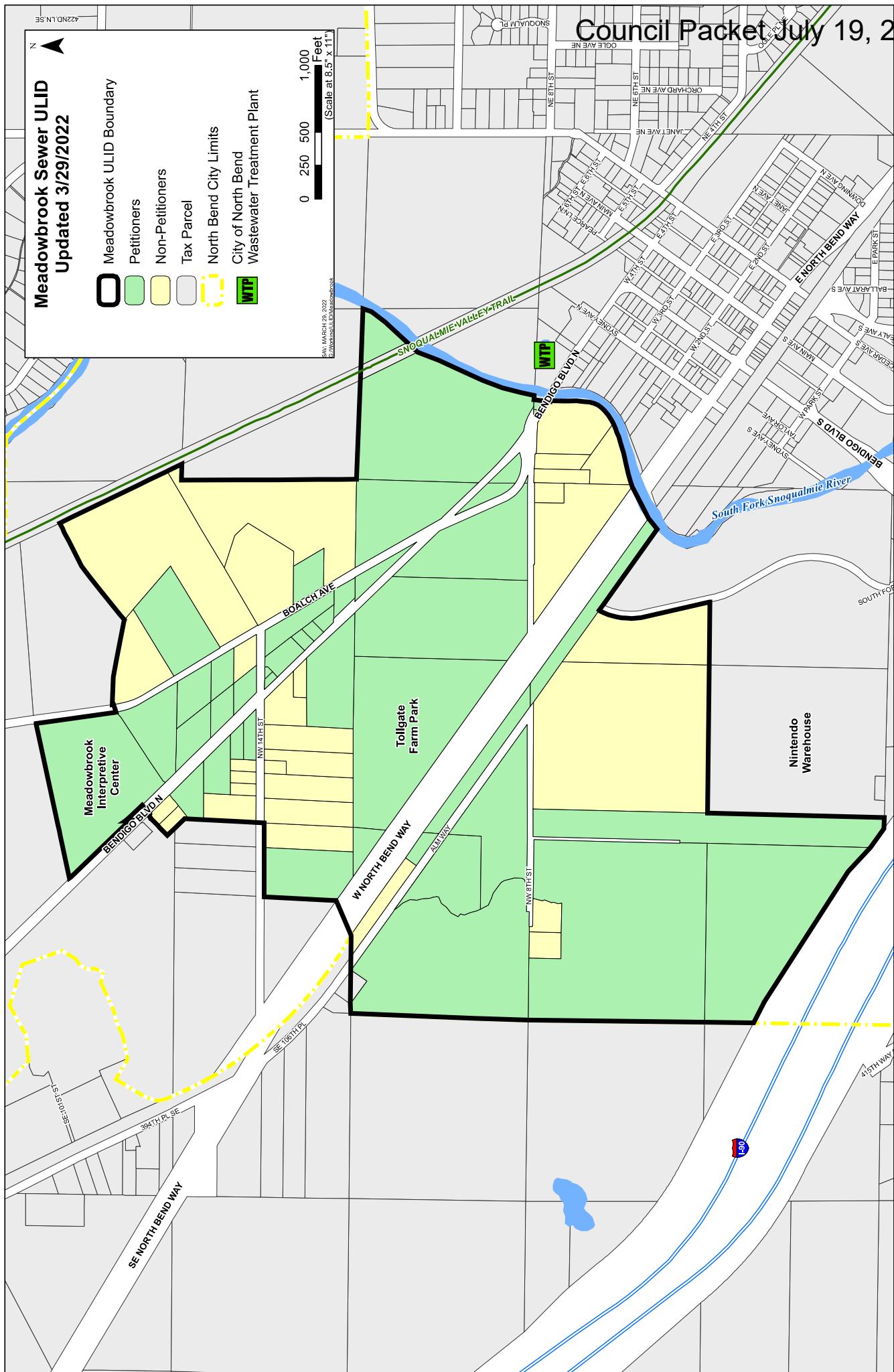
ATTEST/AUTHENTICATED:

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



Susie Oppedal, City Clerk

EXHIBIT D



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

NO CONNECTIONS - NORTH GRINDER PUMP SYSTEM

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

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

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

Total Estimated Project Cost		\$3,849,000
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Assumptions include:	2021 Cost:
All small diameter pipe crossings shall be moled, all large diameter crossings shall be bored	\$4,083,404
100% trench backfill import material	
Quantities increased by 10%, rounded up	
Full-width overlay required on 14th Street and Boalch	
All trenches are 4 feet wide, including joint trenches	

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

NO CONNECTIONS - SOUTH GRINDER PUMP SYSTEM

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

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

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

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

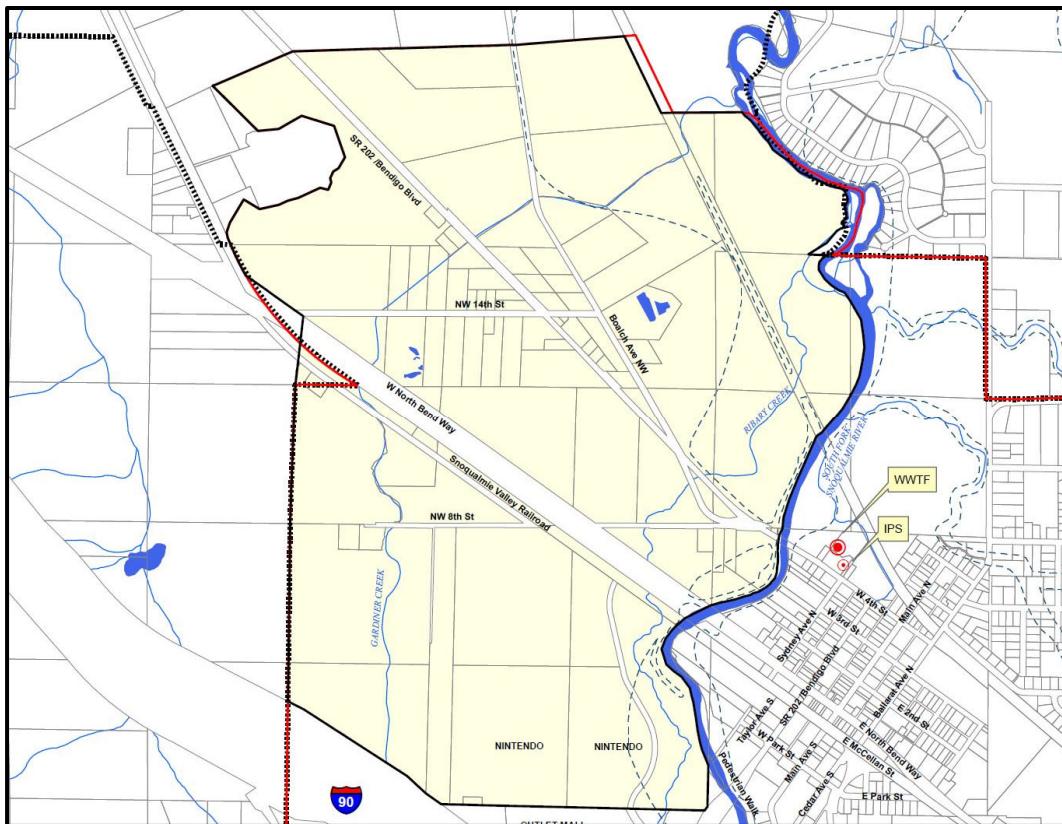
**2021 Cost:
\$3,368,358**

Assumptions include:

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

**PRELIMINARY FEASIBILITY AND SPECIAL BENEFIT ANALYSIS
MEADOWBROOK SEWER ULID**

NORTH BEND, WASHINGTON



PREPARED FOR

MR. DOUG VAN GELDER, PE

CITY OF NORTH BEND

920 SE CEDAR FALLS WAY

NORTH BEND, WA 98045

PREPARED BY

SOVA CONSULTING

107 SPRING STREET

SEATTLE, WA 98104

SOVA PROJECT 20057



107 Spring Street
Seattle, WA 98104

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

March 25, 2021

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

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

Dear Mr. Van Gelder:

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

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

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

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

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

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

Meadowbrook Sewer LID

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

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

Sincerely,



Matthew Sloan, MAI, SRA



Gregory Goodman, MAI

SOVA Consulting

Enclosures

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

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

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

SUBJECT PHOTOS



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



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

SUBJECT PHOTOS



Gardiner Creek @ NW 8th Street



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

SUBJECT PHOTOS



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



Ribary Creek at NW 8th Street

SUBJECT PHOTOS



Boalch Avenue NW



Existing industrial use

SUBJECT PHOTOS



Snoqualmie Valley Athletic Complex project (Phase I under construction)



Older residential use

SUBJECT PHOTOS



Rehabbed residential use on large lot



Vacant residential lot

PRELIMINARY SPECIAL BENEFIT STUDY - INTRODUCTION

Client

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

Intended Use/Users

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

Description of the Project – Meadowbrook Sewer

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

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

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

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

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

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

Identification of the Subject Properties

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

Special Benefit Analysis Summary

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

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

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

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

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

Scope of the Assignment

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

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

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

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

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

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

Date of Inspection/Analysis

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

Legal Description/Ownership

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

Property Rights Analyzed

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

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

Extraordinary Assumptions/Hypothetical Conditions

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

Hazardous Materials

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

Creeks, Wetlands, Sensitive Areas

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

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

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

City and Neighborhood Description

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

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

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

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

Zoning and Other Development Conditions

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

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

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

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

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

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

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

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

SPECIAL BENEFIT ANALYSIS

Analysis Summary

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

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

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

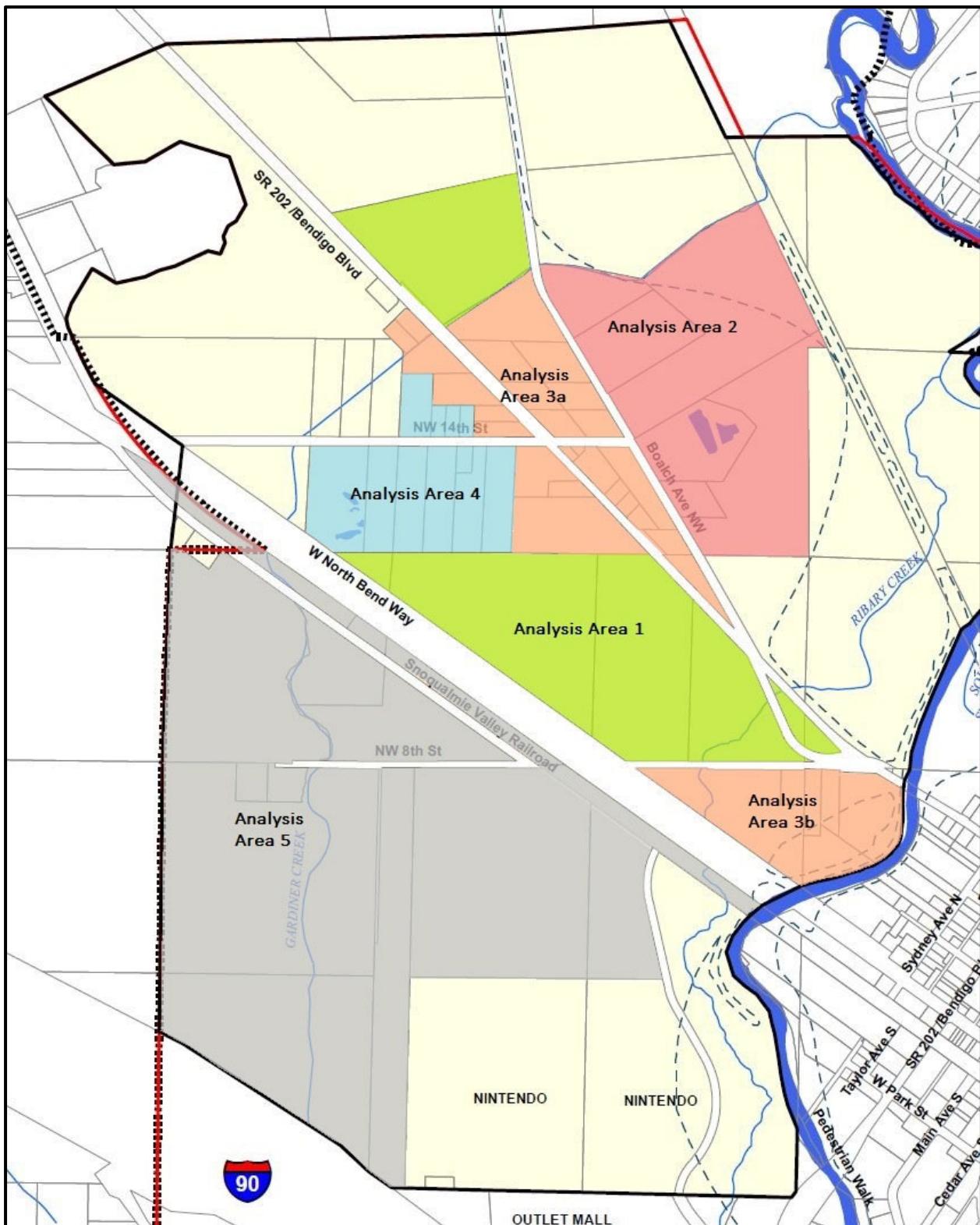
Analysis Areas

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

Analysis Area 1 (Parks and Open Space)

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

SUBJECT PARCELS/ANALYSIS AREAS MAP



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

Analysis Area 2 (NB/USOD, Commercial Uses)

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

Analysis Area 3 (NB/USOD, Commercial Uses)

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

Analysis Area 4 (CLDR/USOD, Residential Uses)

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

Analysis Area 5 (EP-1, Industrial)

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

Larger Parcel Analysis

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

Vacant/Improved Property Analysis

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

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

Valuation

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

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

Property Specific Analysis

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

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

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

Vacant Land/Interim Uses Analyzed as Vacant Land

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

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

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

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

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

Improved Single-Family Residences

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

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

Improved Commercial Uses

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

CONCLUSION

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

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

Meadowbrook Sewer LID

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

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

CERTIFICATION

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

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

Date of Value: February 3, 2021



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

CERTIFICATION

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

14. The statements of fact contained in this report are true and correct.
15. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
16. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
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Date of Value: February 3, 2021



Gregory Goodman, MAI
State Cert. #27011 1101089

ADDENDA

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

PROPERTY SUMMARY MATRIX

EXHIBIT F

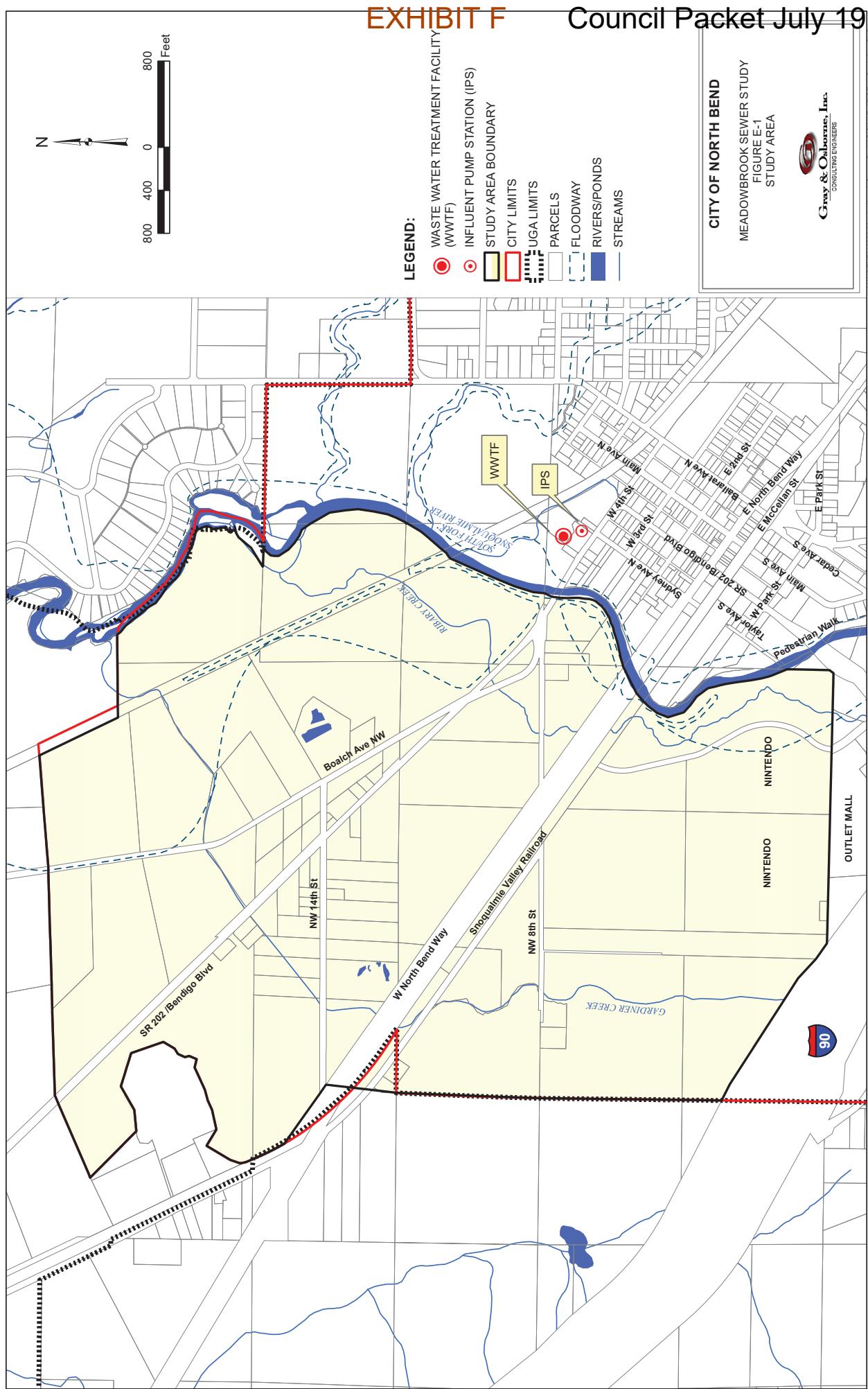
Council Packet July 19, 2022

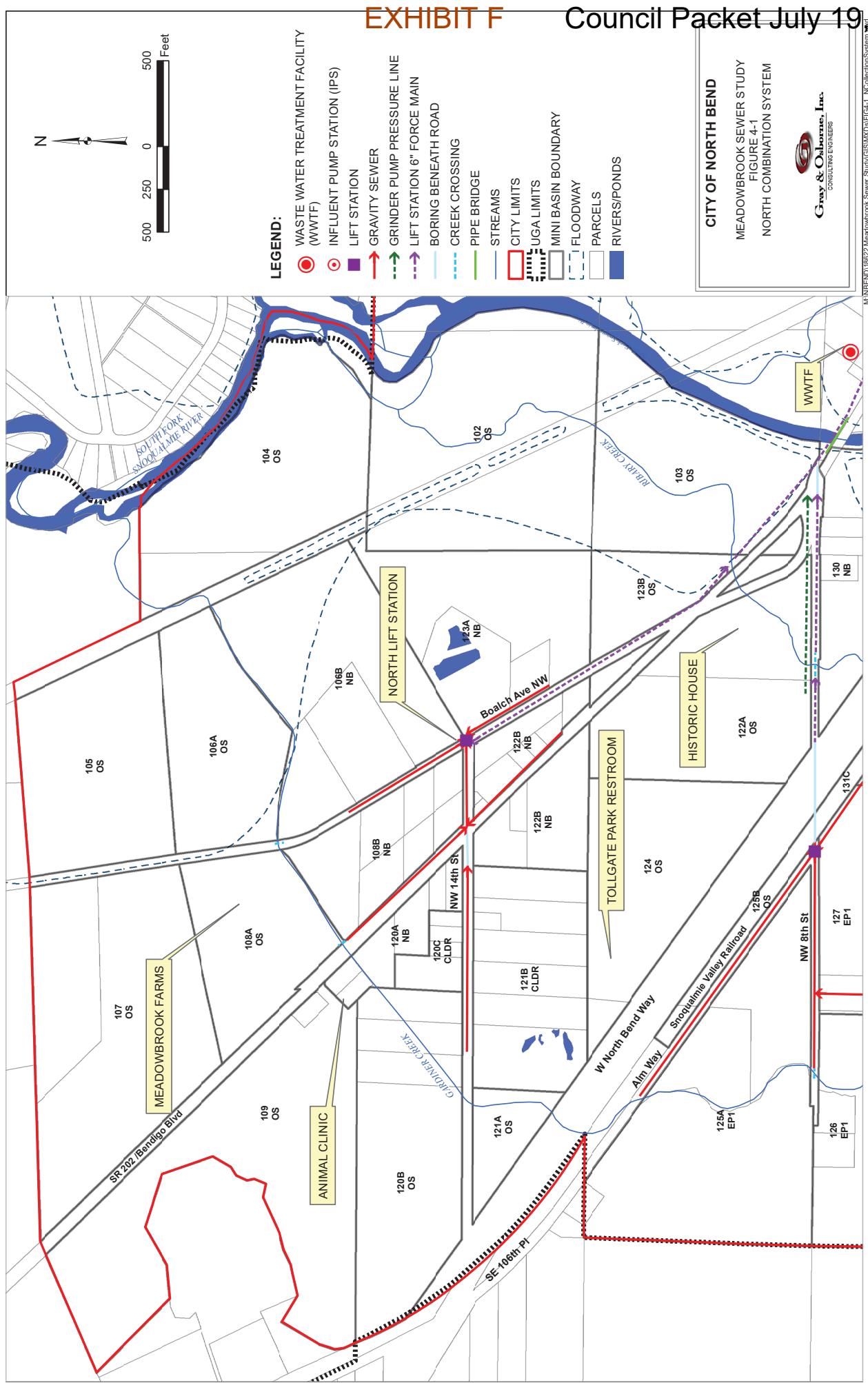
Meadowbrook Sewer ULLD

Property Summary Matrix

Property Details				Before & After Values/Special Benefits										\$7,452,000							
LLID No.	Larger Parcel	Parcel	Tax ID (APN)	Property Name		Taxpayer Name		Property Address		Zoning		Current Use	HLU	Gross Land Area (sf)	Net Land Area (sf)	Building Year Built	% S/F	CLDR Lots	Ass. Ratio	Prelim Assessment	Special Benefit Description
1	A	A	042308 0208	North Bend Animal Clinic	North Bend Animal Clinic Inc	1615 Bendigo Blvd N	NB/USD	Office	Improved	23,251	2,832	1974		3% \$ 0.40	0.16%	\$11,620	Commercial Connection				
2			052308 0057	North Bend Animal Clinic	North Bend Animal Clinic Inc	1531 Bendigo Blvd N	NB/USD	Office	Improved	21,905	1,533	1972	\$25,410	3% \$ 0.55	0.30%	\$22,714	Commercial Connection				
3			051870 0100	Boulevard North Office building	Kays Maureen E	1429 Bendigo Blvd N	NB/USD	Office	Vacant	64,343	69,696	23,533	\$1,180,322	\$466,145	40%	\$ 2.00	1.61%	\$11,606	Commercial Land		
4	B	B	051870 0205		Kamehki Maureen E	1429 Bendigo Blvd N	NB/USD	Office	Improved	69,696	69,696	23,533	\$466,145	\$444,051				\$11,606	Commercial Land		
5	B	B	541870 0111		Deans Faical & Julie	1234 NW 14th St	NB/USD	SFR	Vacant	80,586	56,586	18,006	\$80,060	\$205,000	25%	\$ 2.00	1	0.97%	\$12,596	SFR + Excess Land	
6			541870 0115		McRea Albert	1226 NW 14th St	NB/USD	SFR	Improved	18,006	18,006	18,006	\$180,060	\$53,060	14%	\$ 1.39	0.22%	\$16,037	Residential Land		
7			541870 0109		Zara Joseph & Jennifer	1148 NW 14th St	NB/USD	SFR	Improved	18,006	18,006	18,006	\$180,060	\$42,060	20%	\$ 2.56	0.09%	\$6,415	SFR Connection		
8			541870 0113		Mundy Thia & Michael E	1108 NW 14th St	NB/USD	SFR	Improved	18,006	18,006	18,006	\$180,060	\$42,060	20%	\$ 2.56	0.09%	\$6,415	SFR Connection		
9			541870 0112		Ingerjani William J	1107 NW 14th St	NB/USD	SFR	Improved	33,131	33,938	10,707	\$181,300	\$1,230,705	30%	\$ 2.29	0.09%	\$11,618	Commercial Connection		
10	A	A	541870 0205	Encompass Day Care	Encompass Day Care	1407 Roach Ave NW	NB/USD	Daycare	Vacant	6,767	6,767	38,075	\$181,300	\$209,975	30%	\$ 1.43	0.53%	\$9,473	Commercial Connection		
11			541870 0203		Bendigo Properties LLC	40225 SE Siquashamine N Bend R	NB/USD	Office	Vacant	12,361	12,361	12,361	\$181,300	\$1,230,705	30%	\$ 2.50	0.87%	\$60,698	Commercial Land		
12	C	C	541870 0115		Bendigo Properties LLC	40225 SE Siquashamine N Bend R	NB/USD	Office	Vacant	12,361	12,361	12,361	\$181,300	\$1,230,705	30%	\$ 2.50					
13			541870 0100		Bendigo Properties LLC	40225 SE Siquashamine N Bend R	NB/USD	Office	Vacant	12,361	12,361	12,361	\$181,300	\$1,230,705	30%	\$ 2.50					
14	C	C	541870 0205		Bendigo Properties LLC	40225 SE Siquashamine N Bend R	NB/USD	Office	Vacant	12,361	12,361	12,361	\$181,300	\$1,230,705	30%	\$ 2.50					
15			541870 0300		Bendigo Properties LLC	40225 SE Siquashamine N Bend R	NB/USD	Office	Vacant	12,361	12,361	12,361	\$181,300	\$1,230,705	30%	\$ 2.50					
16	C	C	541870 0005		Bendigo Properties LLC	40225 SE Siquashamine N Bend R	NB/USD	Office	Vacant	12,361	12,361	12,361	\$181,300	\$1,230,705	30%	\$ 2.50					
17	C	C	042308 0306	Calvary Mount St Church	Calvary Mt St Church	1566 Roach Ave NW	NB/USD	Church	Improved	105,443	105,443	8,400	\$181,300	\$1,230,705	30%	\$ 0.65	0.59%	\$43,851	Commercial Connection		
18			042308 0206	Mount St Business Park	Mount St Business Park	1450 Roach Ave NW	NB/USD	Industrial	Improved	265,988	265,988	137,388	\$181,300	\$637,722	42%	\$ 2.00	2.14%	\$119,792	Commercial Land		
19			042308 0207	Snoqualmie Valley Activity Center	Snoqualmie Valley Activity Center	1480 NW North Bend Way	NB/USD	Office	Vacant	869,553	869,553	2,604	\$181,300	\$22,716	25%	\$ 2.00	3	2.36%	\$176,038	SFR + Excess Land	
20			042308 0209		Geyer Brian & Katie	1305 NW 14th St	NB/USD	SFR	Improved	137,216	137,216	31,600	\$181,300	\$1,230,705	30%	\$ 1.50	0.22%	\$10,986	SFR + Excess Land		
21			541870 0181		Bordoloi Parimal G	1245 NW 14th St	NB/USD	SFR	Improved	124,561	124,561	94,561	\$181,300	\$42,060	29%	\$ 2.00	3	2.14%	\$19,802	SFR + Excess Land	
22			541870 0180		Andrus Colleen & Rebecca L	1225 NW 14th St	NB/USD	SFR	Improved	124,561	124,561	119,146	\$181,300	\$42,060	42%	\$ 2.00	3	2.05%	\$19,855	SFR + Excess Land	
23			541870 0175		Evans Thomas J	1125 NW 14th St	NB/USD	SFR	Improved	124,561	124,561	119,146	\$181,300	\$42,060	42%	\$ 2.00	2	1.32%	\$98,429	SFR + Excess Land	
24			541870 0075		Dehline Norma	1125 NW 14th St	NB/USD	SFR	Improved	106,722	106,722	17,000	\$181,300	\$42,060	42%	\$ 2.00	2	1.32%	\$98,429	SFR + Excess Land	
25			541870 0066		Dehline Norma	1125 NW 14th St	NB/USD	SFR	Improved	17,000	17,000	17,000	\$181,300	\$42,060	42%	\$ 2.00	2	1.32%	\$98,429	SFR + Excess Land	
26			541870 0065		Fryer Christopher M. & Sarah	1107 NW 14th St	NB/USD	SFR	Vacant	124,446	124,446	64,146	\$181,300	\$42,060	23%	\$ 2.50	0	0.09%	\$102,868	SFR + Excess Land	
27			541870 0060		Fryer Christopher M. & Sarah	1107 NW 14th St	NB/USD	SFR	Vacant	24,371	24,371	14,700	\$181,300	\$1,230,705	30%	\$ 2.00	1.38%	\$31,766	Commercial Land		
28			541870 0055		Phan By	1309 Bendigo Blvd N	NB/USD	SFR	Improved	15,045	15,045	10,045	\$181,300	\$42,060	40%	\$ 2.00	0.42%	\$6,415	SFR Connection		
29			541870 0052		Patterson Jema L. & Money	1015 NW 14th St	NB/USD	SFR	Improved	86,684	86,684	2,320	\$181,300	\$42,060	40%	\$ 1.55	0.99%	\$6,415	SFR Connection		
30			541870 0050		King Douglas & Jane	1204 Bendigo Blvd N	NB/USD	Industrial	Improved	29,830	29,830	8,560	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$96,145	Commercial Connection		
31			31		La Tache LLC	1125 NW 14th St	NB/USD	Industrial	Vacant	17,244	17,244	12,508	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
32	D	D	541870 0046		Moon Motor Cycle/Auto Repair	1126 Bendigo Blvd N	NB/USD	Industrial	Vacant	13,713	13,713	4,020	\$181,300	\$1,230,705	30%	\$ 3.00	1.54%	\$114,740	Commercial Land		
33			33		Moon Motor Cycle/Auto Repair	1126 Bendigo Blvd N	NB/USD	Industrial	Vacant	81,624	81,624	12,160	\$181,300	\$1,230,705	30%	\$ 3.00	0.62%	\$46,480	Commercial Land		
34	D	D	541870 0047		La Tache LLC	1126 Bendigo Blvd N	NB/USD	Industrial	Vacant	14,924	14,924	6,001	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
35			35		La Tache LLC	1126 Bendigo Blvd N	NB/USD	Industrial	Vacant	3,228	3,228	65,113	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
36	E	E	541870 0041		The Wedding Shop	SE Siquashamine-North Bend Rd	NB/USD	Industrial	Vacant	265,351	265,351	53,440	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
37	E	E	541870 0042		The Wedding Shop	621 NW 14th St	NB/USD	Industrial	Vacant	69,137	69,137	18,347	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
38	E	E	541870 0040		The Wedding Shop	621 NW 14th St	NB/USD	Industrial	Vacant	147,000	147,000	34,900	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
39			39		Kramer Donald & Georgia J	1410 Roach Ave NW	NB/USD	Office	Vacant	12,361	12,361	3,228	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
40			40		Dizzy Bee Investing LLC	1308 Roach Ave NW	NB/USD	Office	Vacant	12,361	12,361	2,032	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
41			41		North Parks Commercial LLC	1302 Roach Pl SE	NB/USD	Office	Vacant	147,000	147,000	4,290	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
42			42		NR Railway Museum	1310 NW 14th St	NB/USD	Office	Vacant	147,000	147,000	28,000	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
43			43		City of North Bend	1300 W North Bend Way	NB/USD	Office	Vacant	147,000	147,000	46,870	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
44			44		City of North Bend	SE 10th Pl	NB/USD	Office	Vacant	91,167	91,167	4,870	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
45			45		RR Corridor	621 NW 14th St	NB/USD	Office	Vacant	26,380	26,380	1,061,406	\$181,300	\$46,406	40%	\$ 2.00	1.29%	\$114,740	Commercial Land		
46			46		Power Substation	1321 NW 12th St	NB/USD	Office	Vacant	230,865	230,865	37,777	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
47			47		Puget/Western Electric	1321 NW 12th St	NB/USD	Office	Vacant	354,142	354,142	42,247	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
48			48		Power Substation	1321 NW 12th St	NB/USD	Office	Vacant	32,665	32,665	42,247	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
49			49		Schulder Wanda P	1321 NW 12th St	NB/USD	Office	Vacant	43,681	43,681	28,681	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
50			50		Deans Faical & Julie	1321 NW 12th St	NB/USD	Office	Vacant	43,896	43,896	18,299	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
51			51		Deans Faical & Julie	1321 NW 12th St	NB/USD	Office	Vacant	147,000	147,000	47,044	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
52			52		Tollgate Farm	1321 NW 12th St	NB/USD	Office	Vacant	147,000	147,000	53,495	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
53			53		Tollgate Farm	1321 NW 12th St	NB/USD	Office	Vacant	147,000	147,000	53,495	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
54			54		Tollgate Farm	1321 NW 12th St	NB/USD	Office	Vacant	147,000	147,000	53,495	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
55			55		Tollgate Farm	1321 NW 12th St	NB/USD	Office	Vacant	147,000	147,000	53,495	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
56			56		Tollgate Farm	1321 NW 12th St	NB/USD	Office	Vacant	147,000	147,000	53,495	\$181,300	\$1,230,705	30%	\$ 2.00	1.29%	\$114,740	Commercial Land		
57			57		Bettes Victoria T	1321 NW 12th St	NB/USD	Office	Vacant	147,000	147,0										

LID BOUNDARY AND PROPOSED SEWER SERVICE MAPS





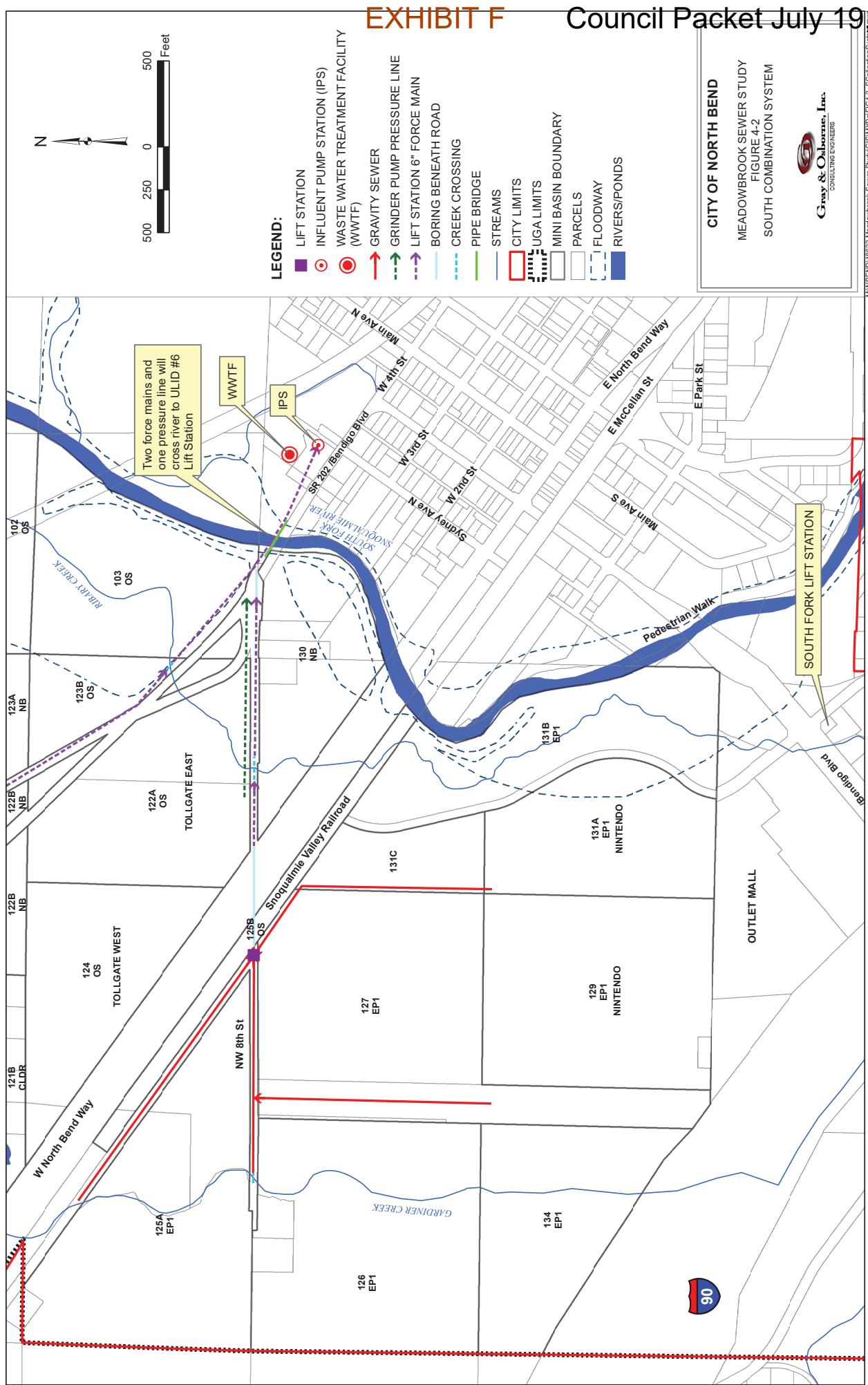


EXHIBIT F

Council Packet July 19, 2022

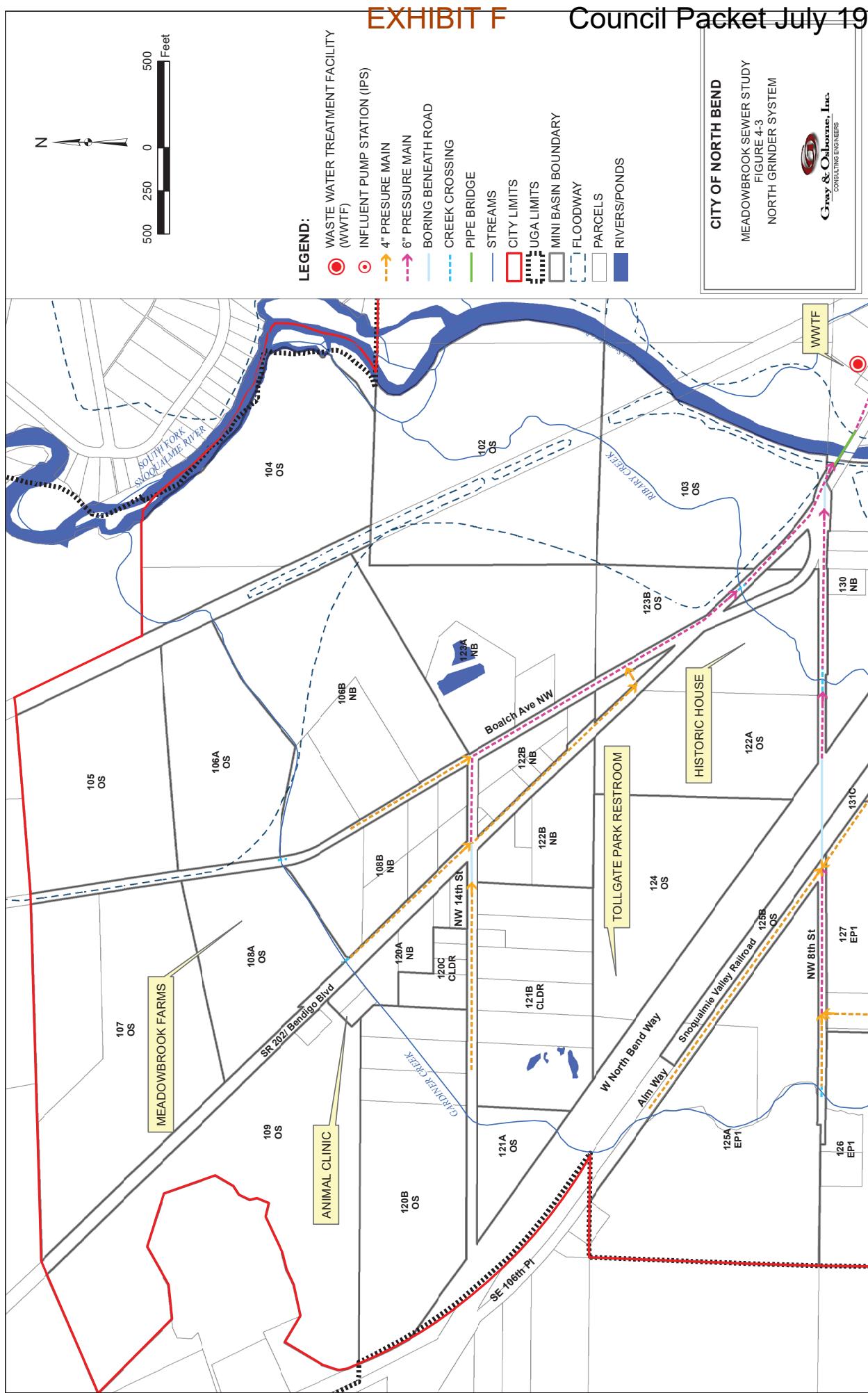
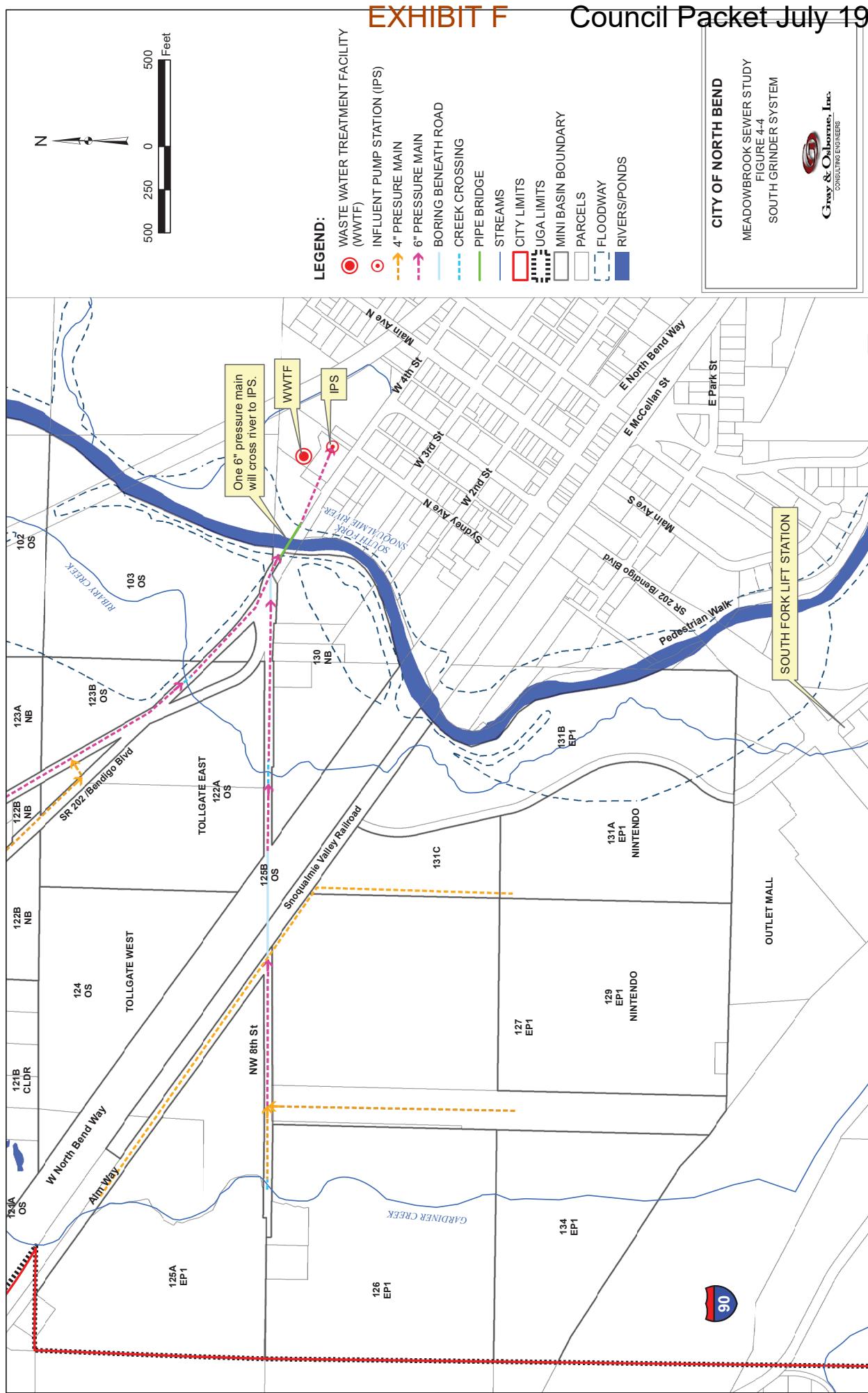
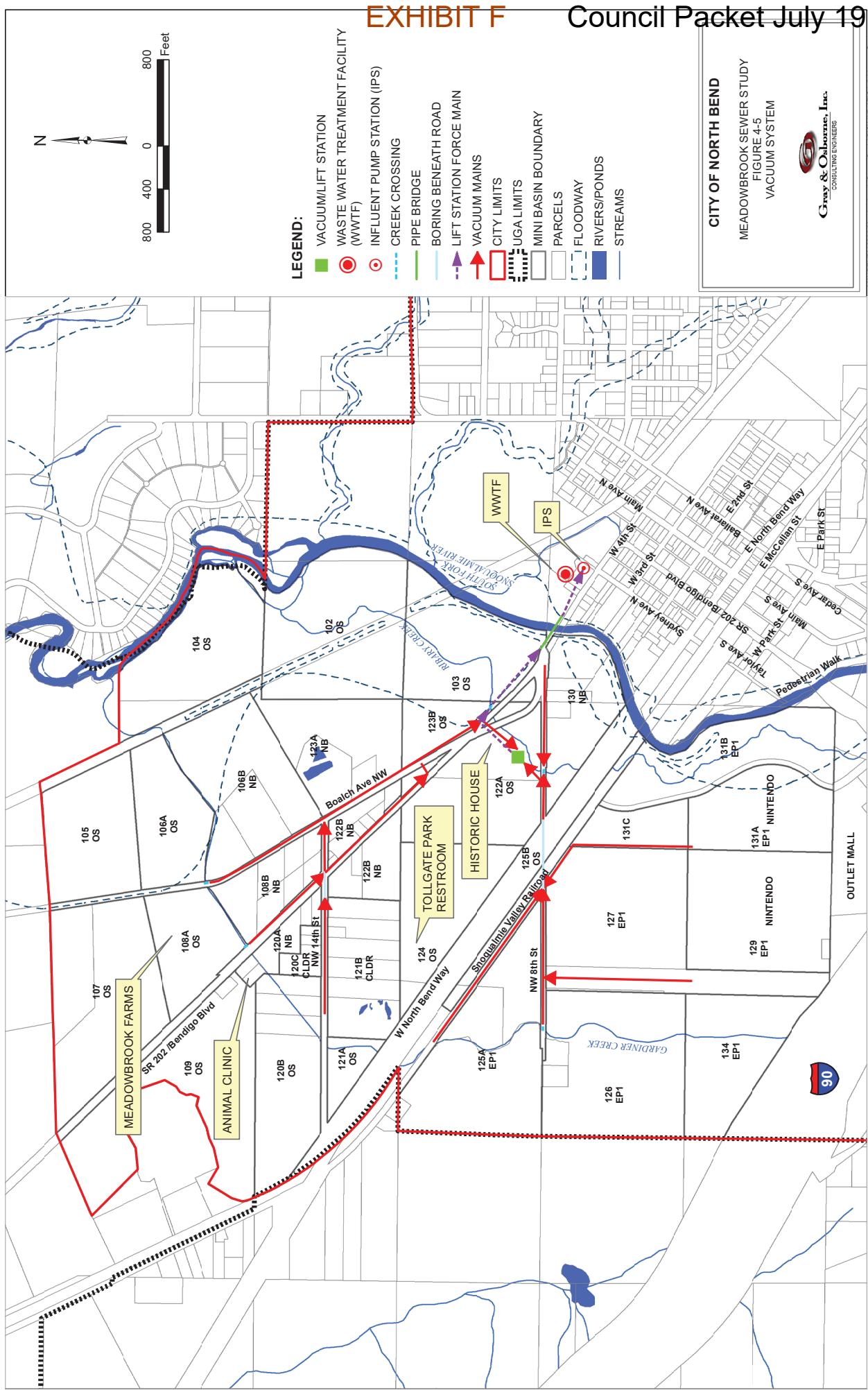


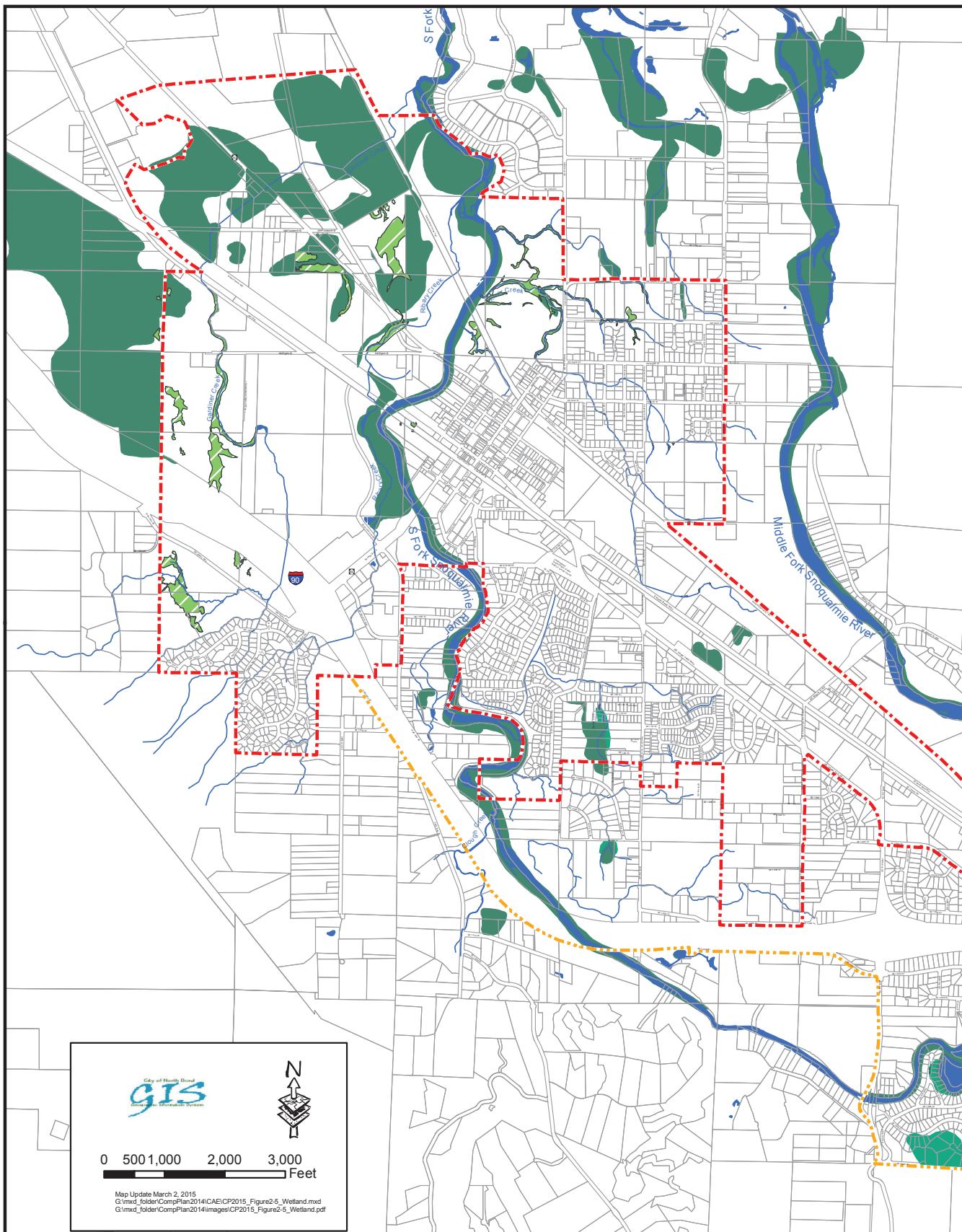
EXHIBIT F

Council Packet July 19, 2022



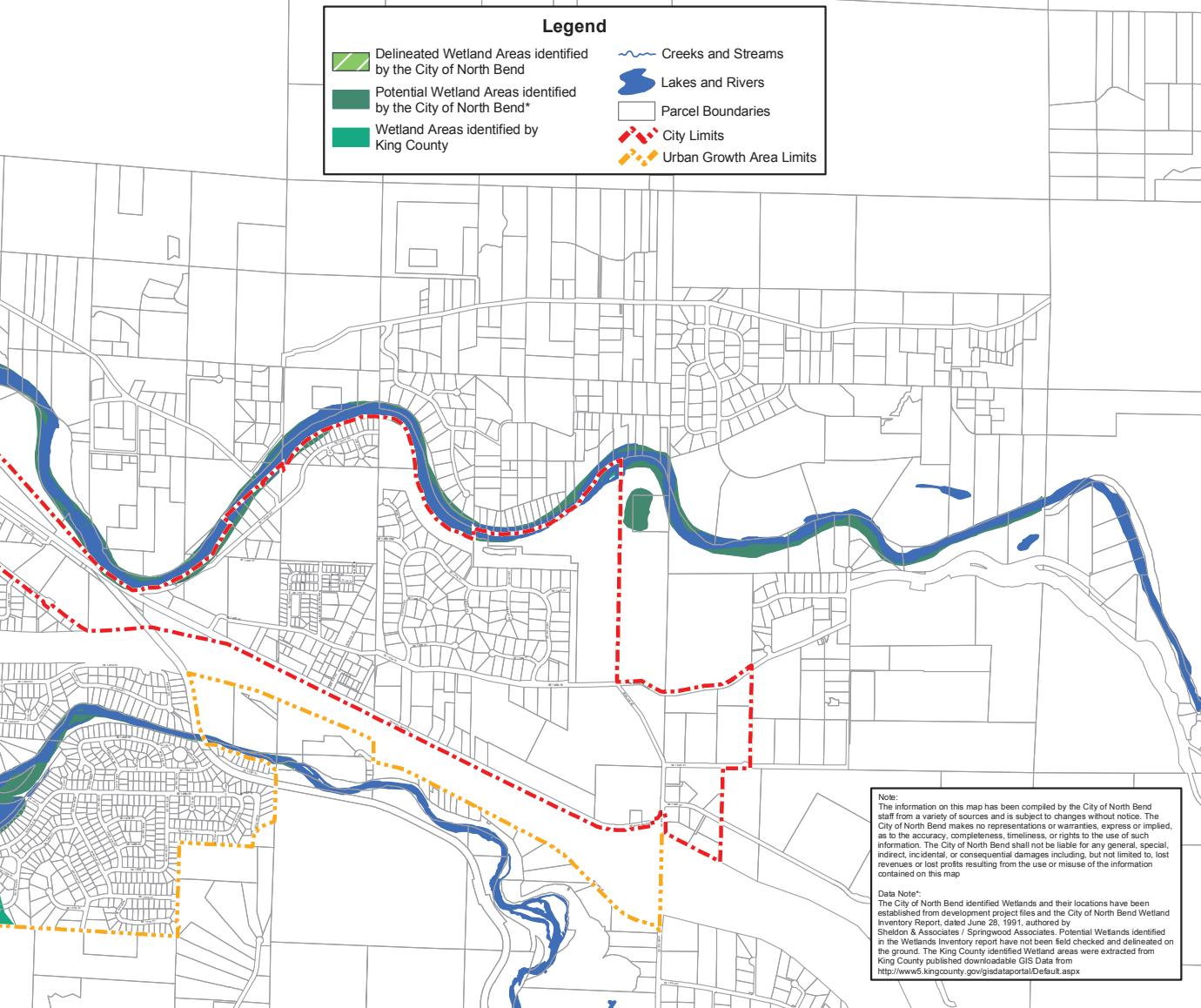
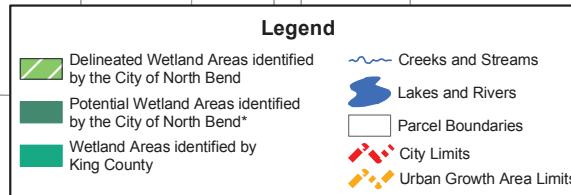


SENSITIVE AREA MAPPING



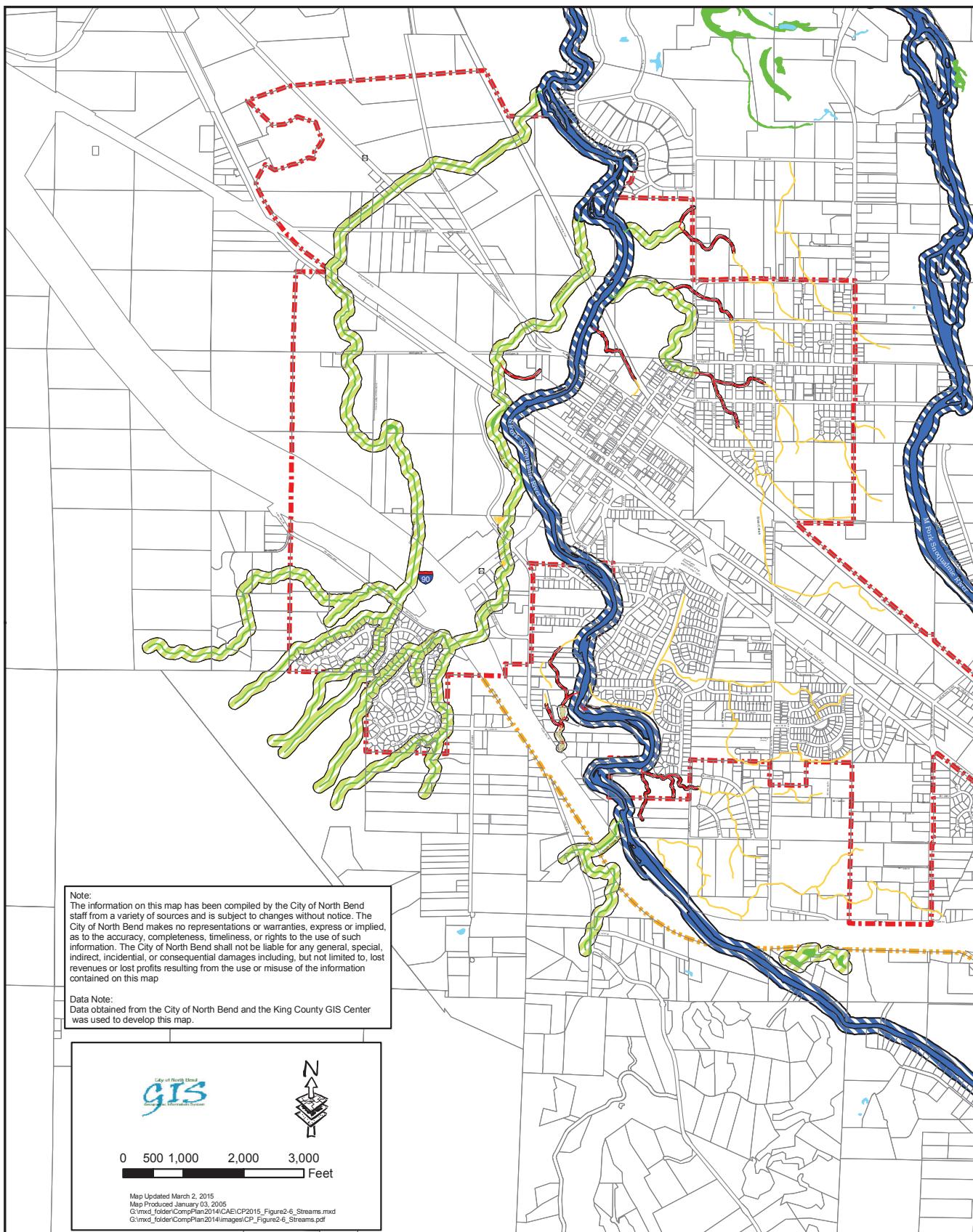


City of North Bend Comprehensive Plan 2015 Wetland Area Map Figure 2-5

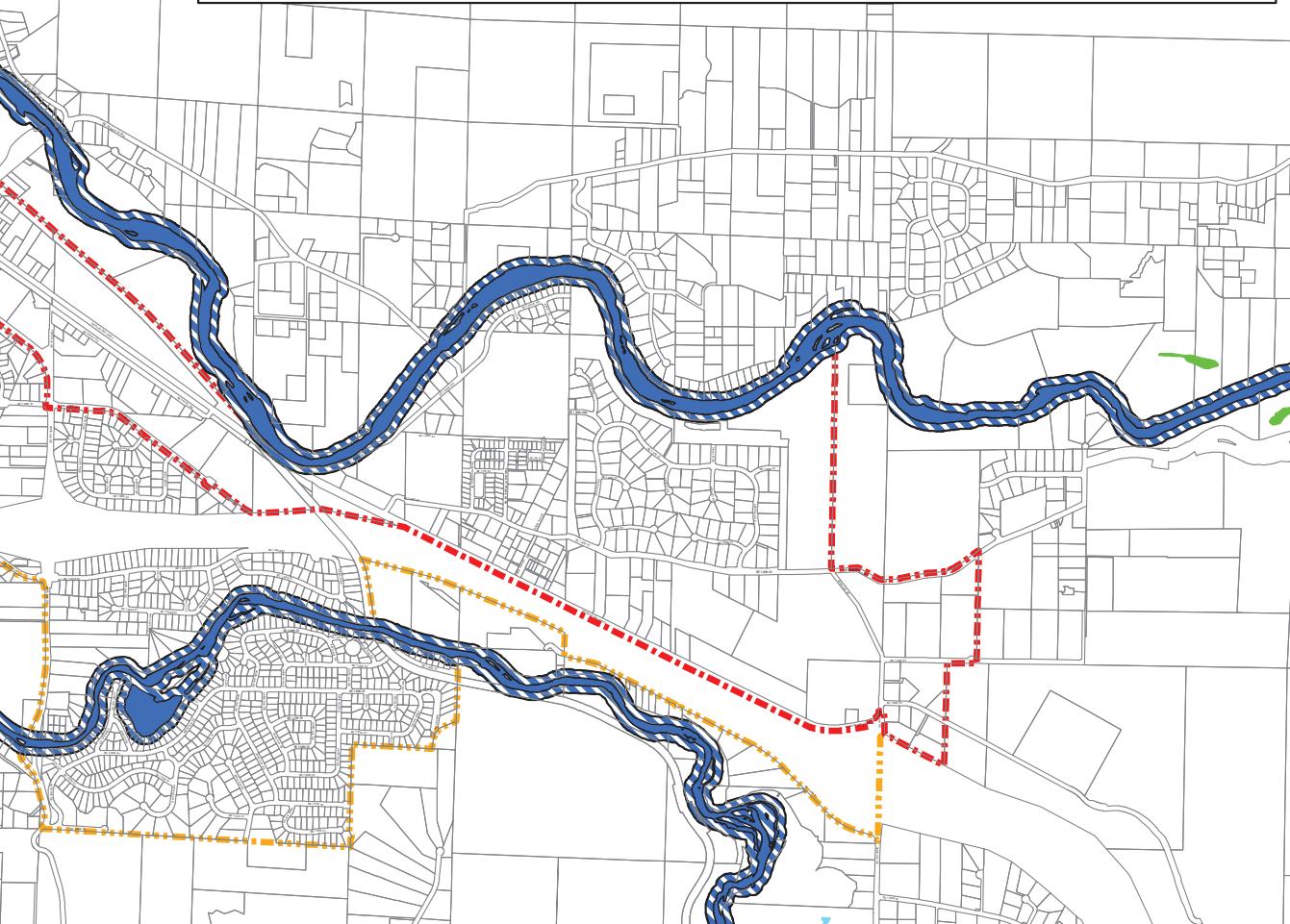
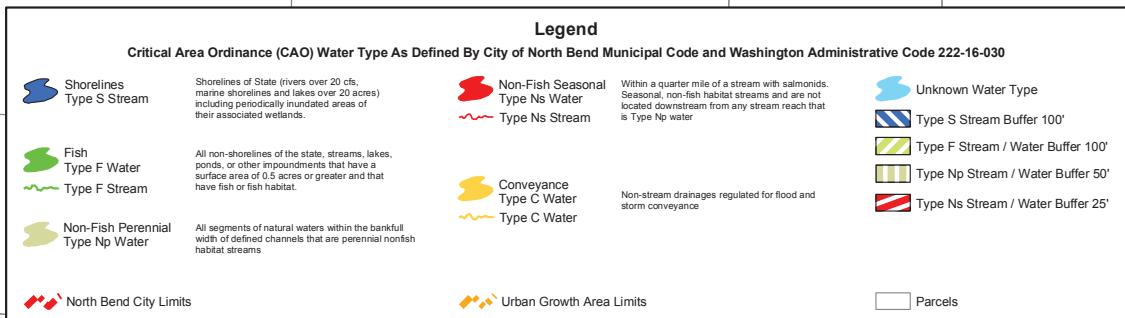


Note:
The information on this map has been compiled by the City of North Bend staff from a variety of sources and is subject to changes without notice. The City of North Bend makes no representations or warranties, express or implied, as to the accuracy, completeness, timeliness, or rights to the use of such information. The City of North Bend shall not be liable for any general, special, indirect, incidental, or consequential damages, including but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map.

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



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



QUALIFICATIONS OF GREGORY GOODMAN, MAI

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

Experience

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

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

Education

University of Washington, Seattle, Washington:

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

Appraisal Institute

Recent continuing education coursework includes:

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

Select Client List

Government/Public Agencies

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

GREGORY GOODMAN, MAI, CONTINUED

Attorneys-at-Law

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

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

Private Sector

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

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

Financial Institutions

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

Toyota Financial Services
 Sterling Savings Bank
 Union Bank
 US Bank

State Certification Number – General:

27011-1101089

Expiration:

12/02/21

QUALIFICATIONS OF MATTHEW C. SLOAN, MAI, SRA

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

Experience

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

Education

University of Washington, Seattle, Washington:

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

City University, Seattle, Washington:

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

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

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

Select Client List:

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

State Certification Number – General: 27011-1101655

Expiration: 03/04/22



City Council Agenda Bill

SUBJECT:	Agenda Date: July 19, 2022	AB22-091
An Ordinance Amending the 2021-2022 Budget Ordinance 1737 to Reflect Changes in the Salary Schedule	Department/Committee/Individual	
Cost: N/A	Mayor Rob McFarland	
Fund Source: Various	City Administrator – David Miller	X
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Dawn Masko	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	X
	Public Works – Mark Rigos	

Attachments: Ordinance, Exhibit A, Memo

SUMMARY STATEMENT:

City staff presented the Finance and Administration Committee with supporting documentation requesting changes and additions to finance departmental staff at their July 5, 2022 meeting. The attached ordinance updates the 2022 Salary Schedule with this proposed change.

As part of a proposed reorganization of the Finance Department, this ordinance also includes the hiring of an Accounting Assistant I in support of losses of the payroll consultant (contracted) and administrative staff (Erin). There are sufficient wages and benefits budget to allow for this as the City is currently under budget by more than \$347K (through June 30, 2022) in these expenditures.

APPLICABLE BRAND GUIDELINES: Balanced budget. Consistent delivery of quality basic services.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Finance & Administration Committee at their July 5, 2022, meeting with a recommendation for placement on the Main Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-091, an ordinance amending the 2021-2022 Salary Schedule, as a first and final reading.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
July 19, 2022		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, AMENDING THE CITY'S 2021-
2022 BUDGET AND SALARY SCHEDULE
ORDINANCE NO. 1737; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the City Council adopted the City's 2021-2022 Budget and 2021 Salary Schedule pursuant to Ordinance No. 1737 on December 1, 2020 and revised the budget and salary schedule pursuant to Ordinance No. 1745, Ordinance 1754, Ordinance No. 1758, Ordinance No. 1763, Ordinance No. 1770 and Ordinance No. 1775; and

WHEREAS, the City Council adopted the Mid-Biennium Budget Modification to the City's 2021-2022 Budget and the 2022 Salary Schedule pursuant to Ordinance No. 1766 on December 7, 2021; and

WHEREAS, the City is prohibited from exceeding its appropriated budget as set forth in Ordinance No. 1766; and

WHEREAS, certain revisions to the 2022 Salary Schedule are now necessary;

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

Section 1. Amendment. Ordinance No. 1766 adopting the 2022 Salary Schedule, is hereby amended as set forth in Exhibit A and incorporated by this reference as if fully set forth herein.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF
JULY, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

Published:

Effective:

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk

EXHIBIT B**EXHIBIT A****2022 Salary Ranges**

<u>Position Title</u>	<u>Monthly Salary Range</u>		<u>FTEs</u>
	<u>From</u>	<u>To</u>	
Professional, Technical, Clerical Bargaining Unit			
Staff Accountant*	5,923	7,207	2.00
Accounting Assistant II**	5,243	6,379	0.00
Business License & Tax Coordinator***	5,243	6,379	0.00
Accounting Assistant I ****	4,506	5,482	1.00
Office Coordinator / Permit Technician*****	5,342	6,500	1.50

*Includes addition of two Staff Accountants (internal promotions)

**Includes reduction of one Accounting Assistant II (hired as the Deputy City Clerk)

***Includes the reduction of one Business License & Tax Coordinator (promoted to Staff Accountant)

****Includes the addition of one Accounting Assistant I



MEMO B

MEMO

DATE: July 19, 2022,
TO: Mayor and City Council
FROM: Richard Gould, Finance Director
RE: Staffing requirement Update

Mayor Rob and City Council:

The following is a list that summarizes the need for both additional and replacement staff as well as how the City can afford to do so:

- Population increased from 2016-2022 (2016 = 6,739; 2022 = 8,347) growth rate = 23.9%
- 2016 utility accounts have grown by >1K (average hours are > 1.9 per account = > 2,000) (include new housing)
- 2016 staffing down from 7 to now 4
- 2016 staffing in CED from 7.25 to 10
- 2016 staffing in PW from 19 to 23.5
- Reduce the cost of PR consultant (\$43K)
- Under budget as of June 30 = \$347K
- 2016 increased development activity = increased staff time
- 2016 increased grant tracking – hire of Dan M = increased staff time
- Implementation/migration of new software = increased staff time (initially up to one year)
- ARPA use of funds = 320 hours staff time (tracking and reporting)
- Loss of a current seasoned staff member to the City Clerk's office (Deputy City Clerk)



MEMO B

To summarize, for the remainder of 2022, we are asking for a replacement staff (\$5K cost), a promotion for current staff (\$5K cost) and a new support utilities' employee (\$45K cost) that will be funded by the additional revenue (\$125K) and a reduced cost of \$40K:

1. A staff accountant to replace the outgoing accounting assistant II that is transferring to the City Clerk's department – Financial Impact for the remainder of 2022: -\$5K.
2. Add a new accountant to replace the payroll clerk (retiring), replace support from administrative staff, and support utilities and other areas in finance – Financial impact for the remainder of 2022: -\$45K.
3. Upgrade salary & workload to existing employee who is the Business License and Tax Coordinator to the Staff Accountant – Financial Impact through the remainder of 2022: -\$5K.
4. Add new revenue through investments: Financial impact +\$125K for the last half of 2022.
5. We are currently under budget in wages and benefits by (Include) existing wages & benefits budget in 2022 unused: +\$347K as of June 30th.
6. Decrease cost budgeted for the payroll consultant unused +\$40
7. Total net gain of changes is +\$110K that equates to no impact on the City's budget in 2022.

This is an urgent situation that must be addressed by adding two staff accountant positions (both internal promotions), one to replace outgoing staff and an accounting assistant level one. This is sustainable due to the additional income stream and the cost reduction. The F&A Committee has reviewed this budgetary adjustment at the July 5th committee meeting.

The CED department is also requesting the addition of an Office Manager/Permit Technician position for succession planning. This would allow hiring and training a new employee by the current employee in order to ensure there is no change in service levels.

Thank you.

Richard A. Gould
Finance Director