



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, August 2, 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: [August 2, 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: 813 8374 1279

Password: 812604

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

CITY COUNCIL MEETING

August 2, 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 July 19, 2022	1
2) Payroll	July 20, 2022 – 28517 through 28522, in the amount of \$249,163.63	
3) Checks	August 2, 2022 – 72707 through 72763, in the amount of \$3,130,518.04	
4) AB22-092	Motion – Authorizing Electrical Facilities Contract with PSE	Mr. Rigos 5
5) AB22-093	Resolution – Accepting Phoenix Plaza Project Infrastructure Improvements	Mr. Rigos 13
6) AB22-094	Resolution – Accepting DOE Grant for SMP User Guide	Ms. Deming 31

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

7) Presentation	CORE – Mobile Integrated Healthcare Services	Ms. Formisano & Asst. Chief Lane
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**MAIN AGENDA:**

8) AB22-095	Ordinance – Forming Meadowbrook Sewer ULID	Mr. Rigos	63
9) AB22-096	Ordinance – Amending NBMC 10.12.010 Regarding Speed Limits	Mr. Rigos	159
10) AB22-097	Resolution – Allocation of Future Water Connections	Mr. Rigos	167

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) & Property Acquisition, pursuant to RCW 42.30.110(1)(b)

ADJOURNMENT:

NORTH BEND CITY COUNCIL MINUTES

July 19, 2022

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

CALL TO ORDER, ROLL CALL:

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

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

CONSENT AGENDA:

Minutes – City Council Meeting of June 21, 2022 & Council Workstudy of June 28, 2022

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**

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**

AB22-080 – Motion Authorizing Change Order #1 with Amer-X Inc. for Depot Roof Rehab

AB22-081 – Motion Authorizing Intolight Contract for NB Way Sidewalk Project

AB22-082 – Resolution 2030 Awarding Guardrail Project to Peterson Brothers, Inc.

AB22-083 – Motion Authorizing Contract with Tom Pors for Legal Services

AB22-084 – Motion Authorizing 1st Amendment to Clarke Contract

AB22-085 – Resolution 2031 Authorizing Segregation of ULID 6 Assessments

AB22-086 – Motion Authorizing Purchase Order with Core & Main

AB22-087 – Motion Authorizing Electric Facilities Contract with PSE for WWTP

AB22-088 – Motion Authorizing Purchase of Key Card Access System & Keithly Work Order

AB22-089 – Motion Authorizing Key Code Media Services on AV Upgrade Project

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

CITIZEN'S COMMENTS:

Robert Butterfield, 15320 470th Place SE, expressed his concern for public safety after witnessing an aggressive driving incident involving an Eastside Fire & Rescue vehicle in May 2022. He provided a copy of the letter he sent to the EFR Board of Directors and Fire District 38 Commissioners related to the incident and requested the City Council review the letter.

COMMISSION AND COMMITTEE REPORTS:

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

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

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

Transportation & Public Works Committee – Councilmember Loudenback, Chair
A report of the June 28th meeting was provided.

Council Workstudy – Mayor Pro Tem Rosen
A report of the June 28th Workstudy was provided.

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

Planning Commission
A report of the June 23rd meeting was provided.

Parks Commission
A report of the June 15th meeting was provided.

Economic Development Commission
A report of the June 28th meeting was provided.

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

MAIN AGENDA:

AB22-090 – Ordinance Forming Meadowbrook Sewer Utility Local Improvement District (ULID) **Audio: 14:20**

Councilmember Rosen **MOVED**, seconded by Councilmember Elwood to postpone AB22-090 – Ordinance Forming Meadowbrook Sewer ULID until the August 2, 2022 City Council Meeting. The motion **PASSED** 4-3 (Joselyn, Koellen & Loudenback).

AB22-091 – Ordinance 1779 Amending 2021-2022 Budget Ordinance 1737 **Audio: 27:32**

Finance Director Gould & Community & Economic Director Deming provided the staff report.

Councilmember Elwood **MOVED**, seconded by Councilmember Gothelf to approve AB22-091, an ordinance amending the 2021-2022 Salary Schedule, as a first and final reading. The motion **PASSED** 7-0.

DRAFT

Snoqualmie-North Bend Police Chief Phipps introduced incoming Police Captain Brian Lynch.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Mayor McFarland discussed the success of the July 16th Downtown Block Party and thanked the following for their help on the event: Communications Manager Bre Keveren, City Hall and Public Works staff members, North Bend Downtown Foundation members and all other volunteers.

City Councilmembers and City Administrator Miller echoed Mayor McFarland's comments on the success of the Downtown Block Party and thanked all volunteers for their efforts in ensuring the success of the event.

Mayor McFarland announced tonight's meeting was the last meeting for outgoing Deputy City Administrator/Administrative Services Director Dawn Masko. He presented Ms. Masko with a plaque in recognition of her nine years of exceptional service and dedication to the citizens and staff of the City of North Bend, most of which was spent in the capacity of Deputy City Administrator/Finance Director. Mayor McFarland, City Councilmembers and staff shared their thoughts regarding Ms. Masko and wished her the best in her future endeavors.

Councilmember Koellen reminded all to exercise caution when visiting local rivers and lakes and mentioned it wasn't too late to register to vote in the upcoming August 2nd Primary Election.

EXECUTIVE SESSION:

Mayor McFarland recessed the regular meeting for an Executive Session at 8:11 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i) and performance of a public employee, pursuant to RCW 42.30.110(1)(g). No action was anticipated as a result of the Executive Session, which was expected to last sixty minutes and videotaping of the meeting ceased.

At 9:06 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

The regular meeting reconvened at 9:20 p.m.

ADJOURNMENT:

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

DRAFT

The meeting adjourned at 9:20 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk

DRAFT



City Council Agenda Bill

SUBJECT:	Agenda Date: August 2, 2022	AB22-092
Motion Authorizing a Commercial Electric Facilities Contract with Puget Sound Energy for Removal of the Old Electrical Service at the Wastewater Treatment Plant	Department/Committee/Individual	
Cost Impact: \$9,418.54	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	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Contract**SUMMARY STATEMENT:**

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 Wastewater Treatment Plant (WWTP) High Priority Improvements (HPI) – Phase II project. The remainder of design and construction of the improvements was authorized by City Council in May 2021. This substantial 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 phase, 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. With the new service being provided, the existing service will need to be removed.

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.

PSE is unable to contract with third parties for execution of new service construction agreements, so the City needs 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 anticipated costs for this work are \$9,418.54. City staff recommends approval of this contract.

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 July 26, 2022 meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-092, authorizing a Commercial Electric Facilities Contract with Puget Sound Energy for Removal of the Old Electrical Service at the Wastewater Treatment Plant, in an amount not to exceed \$9,418.54.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
August 2, 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 425-888-7625	EMAIL ddeberg@northbendwa.gov	PSE WORKORDER NO. 101147300		

Summary of Charges:		Brief Description of Work:
Construction Costs:		Removal of existing PSE facilities
Transformation Charges:	\$ 0.00	
Less Applicable Margin Allowance:	\$ 0.00	
<u>Sub-Total (Potential Refundable Costs):</u>	<u>\$ 0.00</u>	
Permitting Fees*:	\$ 0.00	
Relocation/Removal of Existing Facilities:	\$ 9,418.54	
Other Non-Refundable Construction Charges:	\$ 0.00	
<u>Sub-Total (Non-Refundable Costs):</u>	<u>\$ 9,418.54</u>	
<u>Total Amount to be Billed Under This Contract:</u>	<u>\$ 9,418.54</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.

Council Packet August 2, 2022

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: Rob McFarland Title: _____ Date: 9



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.

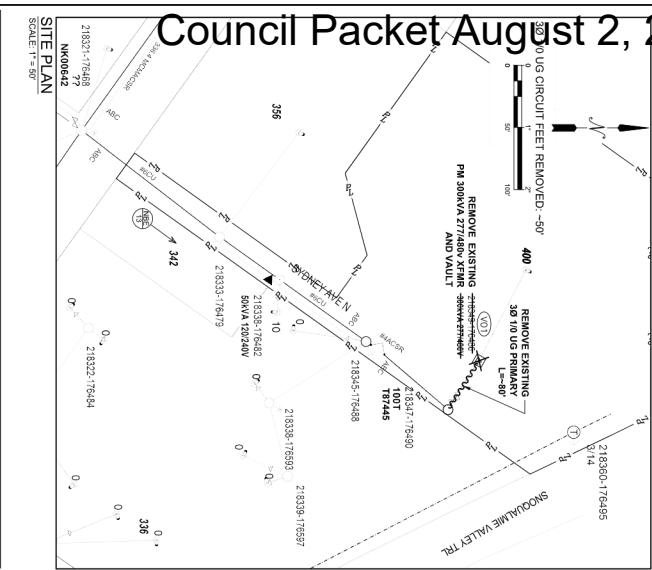
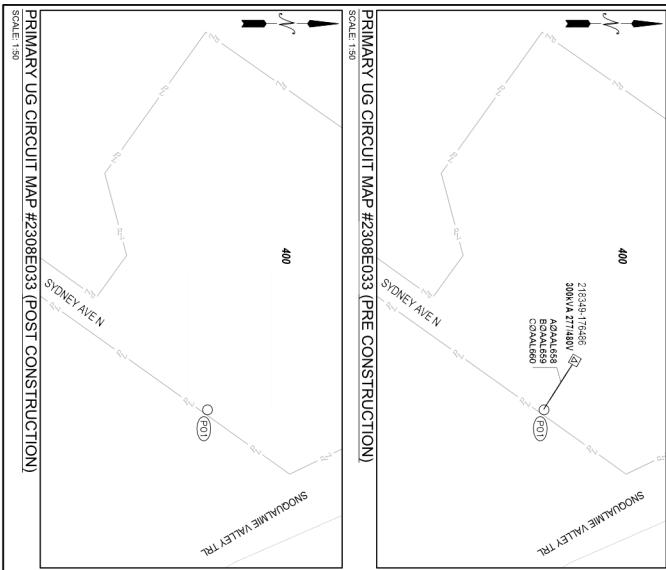
FINAL GRADE CERTIFICATION

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: Rob McFarland Title: _____ Date: _____

Council Packet August 2, 2022



SITE-SPECIFIC NOTES - REMOVAL

TRANSFORMER REMOVAL	
Removed at site	V01
Grid Number:	218345-176486
KVA Rating:	300KVA/277KVOL
Foreman to refine the following information	
Company ID#:	
Primary lines connected to:	AC B6 C6
Tested Secondary Voltage:	

(245 x 80)

*CUSTOMER TO PROVIDE ALL TRENCHING, BACKFILL, AND RESTORATION**

(245 x 1)

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City Council Agenda Bill

SUBJECT:	Agenda Date: August 2, 2022	AB22-093
Resolution Accepting Infrastructure Improvements from NBL, LLC for the Phoenix Plaza Mixed-Use Project	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
Cost Impact: N/A	Public Works Director – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline: Immediate		

Attachments: Resolution, Exhibit A – Cost Breakdown, Exhibit B – Bill of Sale, Vicinity Map

SUMMARY STATEMENT:

NBL, LLC (Developer) received engineering plan approval from the City of North Bend (City) on July 18, 2018 to construct a three story mixed use building that contains a ground floor with 1,300 sf leasing office, 3,900 sf general retail and second and third floors containing 32 residential apartments. The site is located on a 0.77-acre parcel located at 530 East North Bend Way, just west of the Les Schwab along SE North Bend Way (see attached Vicinity Map).

On April 18th, 2017 the developer executed a Developer Extension Agreement (DEA) with the City to construct certain water, sewer, and street extensions. The developer has completed all remaining infrastructure and utility punch-list items, as-builts, and provided a GIS disk to the City as required by North Bend Municipal Code. The developer has also provided a Bill of Sale for water, sewer, and street extensions attached hereto.

This Agenda Bill's purpose is to transfer the developer constructed public infrastructure and utilities into City ownership by acceptance of these improvements by resolution.

APPLICABLE BRAND GUIDELINES: Design Standards

COMMITTEE REVIEW AND RECOMMENDATION: This item was brought up during the Transportation and Public Works Committee meeting on July 26, 2022 and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: MOTION to approve AB22-093, a resolution accepting ownership of the water, sewer, and street improvements of the Phoenix Plaza Mixed-Use Project.

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
August 2, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING WATER, SEWER, AND STREET IMPROVEMENTS FROM NBL, LLC RELATING TO THE PHOENIX PLAZA MIXED-USE PROJECT

WHEREAS, on July 18, 2018, NBL, LLC (“Developer”) received engineering plan approval to construct a three story mixed use building that contains a ground floor with 1,300 sf of leasing office, 3,900 sf of general retail and second and third floors containing 32 residential apartments project (“Project”) on a 0.77-acre site in the City of North Bend; and

WHEREAS, on April 18, 2017, the City of North Bend executed a Developer Extension Agreement with the Developer for construction of the project’s water, sewer, and street improvements (“Improvements”); and

WHEREAS, the Developer constructed the project improvements; and

WHEREAS, the City has inspected the improvements, and received mylar as-builts and a GIS disk as required by the North Bend Municipal Code (“NBMC”); and

WHEREAS, the NBMC requires certain project improvements to be dedicated to the City for operation and maintenance; and

WHEREAS, the Developer has provided the City with the market value assignment and a Bill of Sale for the improvements; and

WHEREAS, the City Council of the City of North Bend finds that the improvements meet the standards of the City, and that the value assigned by the Developer reflects a fair market value;

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 accepts the water, sewer, and street improvements constructed for the Phoenix Plaza Mixed-Use Project as described in the attached **Exhibit A**, which is incorporated herein by reference.

Section 2. The Mayor is authorized to execute the Bill of Sale accepting the water, sewer, and street improvements on behalf of the City of North Bend, in the form attached hereto as **Exhibit B** or in a substantially similar form, and in a final form acceptable to the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF
AUGUST, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

Bill of Sale

ITEM	DESCRIPTION	NO.	UNITS	UNIT PRICE	COST
SURFACING					
40.0191	Curb and Gutter	150.0	LF	63.33	\$9,500.00
40.0351	Concrete (Sidewalks and Park Area)	250.0	SY	310.00	\$77,500.00
SUBTOTAL SEC. 40.00					\$87,000.00
WATER SYSTEM					
80.0020	D.I. Pipe 6"	22.0	LF	350.00	\$7,700.00
80.0030	D.I. Pipe 8"	535.0	LF	63.54	\$33,995.00
80.0050	D.I. Pipe 12"	273.0	LF	91.98	\$25,110.00
80.0140	Fire Hydrant Assembly	2.0	EA	7,500.00	\$15,000.00
80.0150	Connect to Exst. Main	1.0	EA	9,000.00	\$9,000.00
80.0281	Water Meter, 1" Irrigation	1.0	EA	2,250.00	\$2,250.00
80.0282	Water Meter, 2" Domestic	1.0	EA	3,200.00	\$3,200.00
80.0360	Blow Off Assembly - Type 2	1.0	EA	3,500.00	\$3,500.00
80.0530	Fire Department Connection	1.0	EA	7,500.00	\$7,500.00
SUBTOTAL SEC. 80.00					\$107,255.00
SANITARY SEWER SYSTEM					
90.0160	Overbuild Manhole	1.0	EA	19,000.00	\$19,000.00
SUBTOTAL SEC. 90.00					\$19,000.00
					SUBTOTAL
					\$213,255.00

Return Address:

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

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

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

1. Bill of Sale 2. _____

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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

1. NBL, LLC _____, _____

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 NW ¼, SW ¼, Sec. 10, Twn. 23 N., Rge. 8 E., W.M.

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

102308-9226

Assessor Tax # not yet assigned

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

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

Signature of Requesting Party

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

UPON RECORDING RETURN TO:

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

BILL OF SALE

Reference Numbers of Related Documents: N/A

Grantor: NBL, LLC

Grantee: City of North Bend

Legal Description: See Attached

Abbreviated Legal: Por. of NW ¼, SW ¼, Sec. 10, Twn. 23 N., Rge. 8 E., W.M.

Tax Parcel Identification Number: 102308-9226

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

Water Distribution System:

The project constructed approximately 535 lineal feet of 8" diameter and approximately 273 lineal feet of 12" diameter watermain and other applicable watermain facilities and appurtenances located in East North Bend Way and on King County Tax Parcel Number 102308-9226. The above described water distribution system will be owned and maintained by the City. Water services and appurtenances between meters and building including irrigation system shall be owned and maintained by the property owner of King County Tax Parcel Number 102308-9226.

Wastewater Collection System:

The project constructed one sanitary sewer manhole and other applicable wastewater facilities and appurtenances located on King County Tax Parcel Number 102308-9226 and will be owned and maintained by the City. Side sewers from the new sanitary sewer manhole to the building including all associated appurtenances shall be owned and maintained by the property owner of King County Tax Parcel Number 102308-9226.

Storm Drainage System:

The project constructed approximately 25 lineal feet of 8" and 12" diameter storm drainage pipe located within Torguson Park. This conveyance system shall be owned and maintained by the property owner of King County Tax Parcel Number 102308-9226. The storm drainage collection and conveyance system, Stormtech chamber system, pump station, and associated drainage appurtenances located within King County Tax Parcel Number 102308-9226 shall be owned and maintained by the property owner.

Curbs and Street Paving:

Approximately 100 lineal feet of vertical curb and gutter within East North Bend Way, and approximately 450 square feet of street paving within East North Bend Way shall be owned and maintained by the City. Curb and gutter, sidewalks, paving, landscape strips, and associated facilities and appurtenances constructed as part of the Phoenix Plaza project located outside of the road prism (back of curb to back of curb on public streets) of East North Bend Way and within King County Tax Parcel Number 102308-9226, shall not be owned or maintained by the City. Curb and gutter, sidewalks, paving, landscape strips, and associated facilities and appurtenances constructed as part of the Phoenix Plaza project located outside of the road prism of East North Bend Way shall be owned and maintained by the property owner of King County Tax Parcel Number 102308-9226. Street lights and street signs located along East North Bend Way outside of the road prism but within the public right of way shall be owned and maintained by the City. Street lights and street signs located within King County Tax Parcel Number 102308-9226 shall be owned and maintained by the property owner. Damage to any improvements within the road prism caused by failure to maintain landscape strips, street trees, sidewalks, street lights and/or associated facilities located outside the road prism shall be reconstructed, removed or replaced by the property owner of Phoenix Plaza.

Grantor warrants that it is the sole owner of all the property above described and has full power to convey all rights herein conveyed and agrees to defend, indemnify, and otherwise fully hold Grantee harmless from any and all claims which might result from execution of this document, including any claims for or actual liens filed against the Improvements.

By accepting and recording this instrument, the City accepts and agrees to maintain only the property expressly conveyed herein, and to do so in the same manner as though it had been constructed by the City.

IN WITNESS WHEREOF the Grantor(s) has/have executed these presents this ____ day of _____, 20____.

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

DATED:

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

EXHIBIT "A"

LEGAL DESCRIPTION BURDENED PROPERTY

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 0°30'10" EAST ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 16 FEET TO THE NORTH LINE OF THE SOUTH 16 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10;

THENCE NORTH 89°57'19" EAST ALONG SAID NORTH LINE 106.67 FEET TO A POINT HEREAFTER CALLED POINT "A";

THENCE NORTH 89°57'19" EAST 73.73 FEET TO THE EAST LINE OF THE WEST 180 FEET OF SAID SUBDIVISION;

THENCE SOUTH 0°30'10" EAST 16 FEET TO THE NORTH LINE OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;

THENCE NORTH 89°57'19" EAST ALONG SAID NORTH LINE 149.27 FEET;

THENCE SOUTH 10°12' WEST 141.96 FEET THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

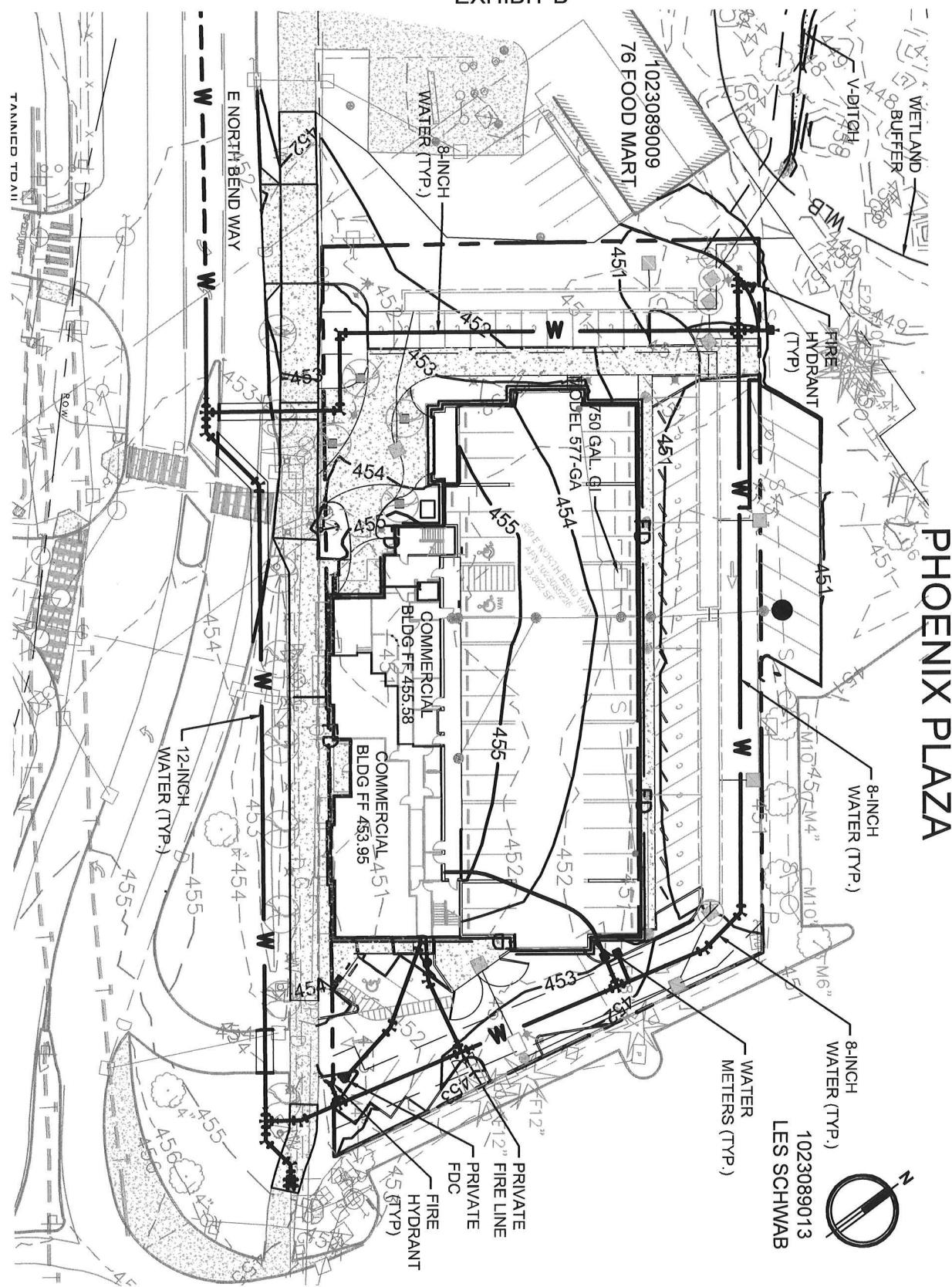
THENCE NORTH 54°48' WEST 250.80 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL A AS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 8412310920;

THENCE SOUTHWESTERLY ON SAID SOUTHEASTERLY LINE TO THE NORTHEASTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 2;

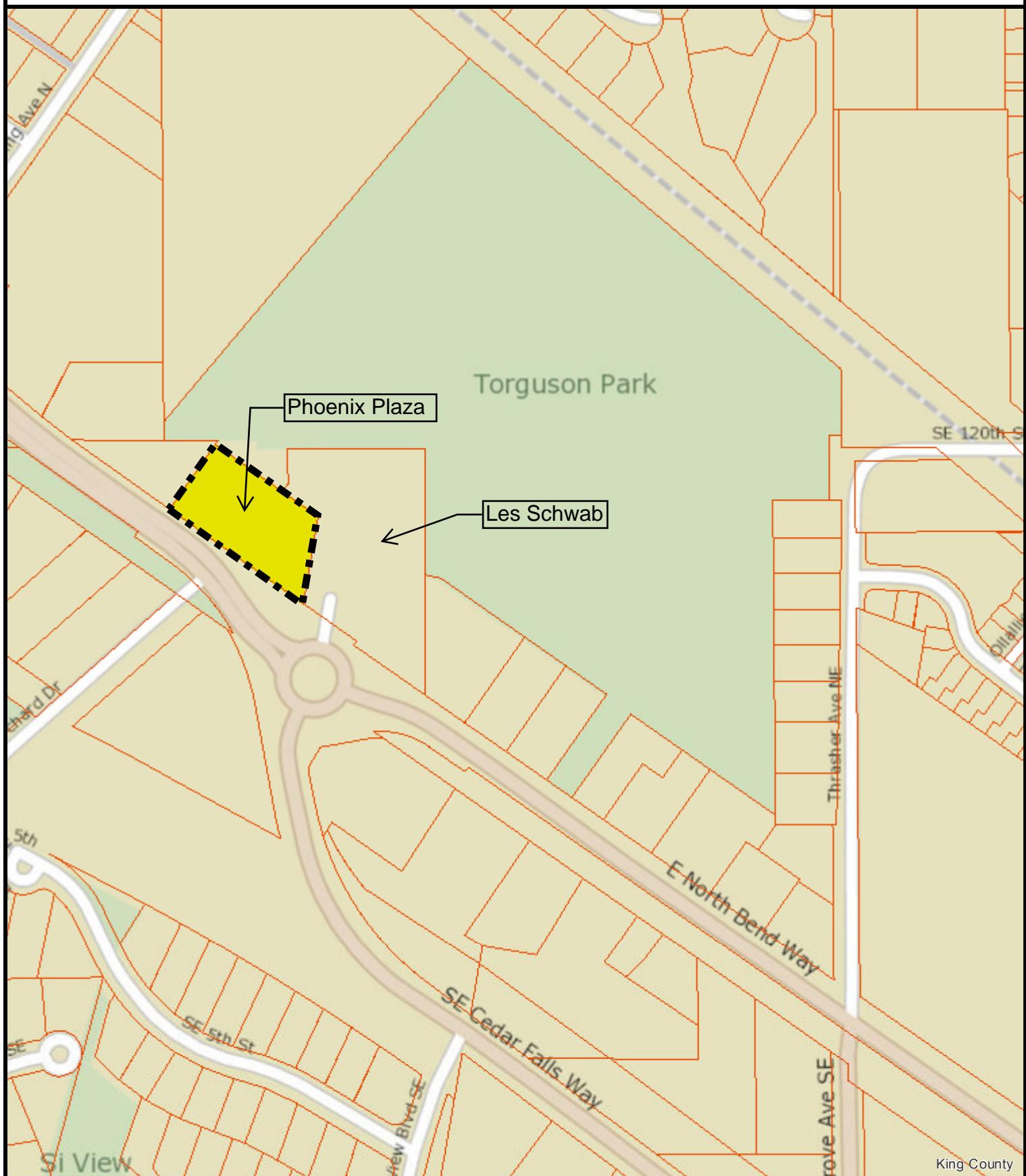
THENCE SOUTH 55°15' EAST ALONG SAID NORTHEASTERLY MARGIN TO A POINT WHICH BEARS SOUTH 10°12" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 10°12' EAST 172.28 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B



Council Packet August 2, 2022
Phoenix Plaza Vicinity Map



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County 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. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 11/5/2020

Notes:



King County



City Council Agenda Bill

SUBJECT:	Agenda Date: August 2, 2022	AB22-094
Resolution Accepting a \$30,000 Grant from Department of Ecology for Shoreline Master Program (SMP) User Guide and Enhancements	Department/Committee/Individual	
Cost Impact: \$0	Mayor Rob McFarland	
Fund Source: Grant	City Administrator – David Miller	
Timeline: Current to June 30, 2024	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Comm & Econ Development – Rebecca Deming	X
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	

Attachments: Resolution, Agreement with Department of Ecology

SUMMARY STATEMENT:

In October 2021 City staff applied for a Shorelands Shoreline Master Program (SMP) 21-23 Competitive Grant offered through Department of Ecology (DOE). DOE was unable to fund our project with the original funds, however additional funds from the Nation Oceanic and Atmospheric Administration (NOAA) were received to use Coastal Zone Management dollars to fund additional SMP Competitive Grant projects. On June 14, 2022 the City was notified of the award of these funds.

The City will complete a series of shoreline planning efforts to improve Shoreline Master Program (SMP) implementation. This will include updating the SMP website, developing an SMP user guide, and revising permit application forms. The purpose of the project is to increase the public's understanding of shoreline development regulations with the goal of increasing voluntary compliance with SMP provisions. Issues of non-compliance with the SMP are often attributed to a lack of understanding about shoreline regulations.

In part, the purpose of the SMP is to ensure no net loss of shoreline ecological functions, protect the public's right to access and use the surface waters of the state, to protect the rights of owners of property within shoreline jurisdiction and provide for restoration of shorelines, which are among the state's most valuable and fragile natural resources.

APPLICABLE BRAND GUIDELINES: Sustainably managed growth.

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the July 19, 2022 Community and Economic Development Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-094, a resolution accepting Department of Ecology (DOE) Grant Funds for Shoreline Master Program User Guide and Enhancements.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
August 2, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING DEPARTMENT OF ECOLOGY GRANT FUNDS FOR SHORELINE MASTER PROGRAM (SMP) USER GUIDE AND ENHANCEMENTS

WHEREAS, the City of North Bend (“City”) made application to the Washington State Department of Ecology (DOE) for grant funds to be used for Shoreline Master Program (SMP) User Guide and Program Enhancements; and

WHEREAS, DOE awarded the City a grant in the amount of \$30,000 for the project on June 14, 2022; and

WHEREAS, the City desires to create a user guide that translates common provisions and concepts in the 2019 Program into a concise, easy to understand document with illustrations, diagrams, and clear direction for what is required on shoreline permit applications; and

WHEREAS, the purpose of the project is to increase the public’s understanding of shoreline development regulations with the goal of increasing voluntary compliance with SMP provisions;

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

Section 1. The Department of Ecology grant of \$30,000 for the City of North Bend SMP User Guide and Program Enhancements is accepted, and the Mayor is authorized to sign the Agreement, in the form substantially the same as attached hereto at Exhibit “A” and as acceptable to the City Attorney, as required for receipt of the grant funds.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF AUGUST, 2022.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

Effective:
Posted:

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk



Recipient Project Manager	Ecology Project Manager	Ecology Financial Manager
Jamie Burrell jburrell@northbendwa.gov (425) 888-7642	Carolyn Chase cach461@ecy.wa.gov (360) 706-4981	Michele Boderck mbod461@ecy.wa.gov (360) 764-6807

Agreement Negotiation Document for

Agreement No. SEASMP CZM-2224-NorBen-00008

SHORELANDS SMP COASTAL ZONE MANAGEMENT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF NORTH BEND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of North Bend, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	SMP User Guide and Program Enhancements
Total Cost:	\$30,000.00
Total Eligible Cost:	\$30,000.00
Ecology Share:	\$30,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	05/01/2022
The Expiration Date of this Agreement is no later than:	06/30/2024
Project Type:	SMP Coastal Zone Management Planning Grant

Project Short Description (500 character limit)

The City of North Bend (RECIPIENT) will complete a series of shoreline planning efforts to improve shoreline master program (SMP) implementation. This will include updating its SMP website, developing an SMP user guide, and revising permit application forms. The RECIPIENT will notify shoreline property owners of the new tools available and will also consider how to update their internal permit tracking system to collect SMP metrics.

Project Long Description (3,000 character limit)

The purpose of the project is to increase the public's understanding of shoreline development regulations with the goal of increasing voluntary compliance with SMP provisions. Issues of non-compliance with the SMP are often attributed to a lack of understanding about shoreline regulations. This project is necessary because the current SMP is long and challenging to navigate. It is also hard for staff to administer and interpret SMP provisions and to address unique issues as they arise.

The RECIPIENT will create an SMP user guide that translates common provisions and key concepts of the 2019 SMP into a concise, easy to understand document with illustrations, diagrams, and clear direction for what is required on shoreline permit applications. The audience will be shoreline property owners and developers that do work within the shoreline. The SMP user guide will be available on the City's website. The user guide may be incorporated into a future SMP update.

Some of the common provisions and key concepts to be addressed in the SMP user guide include:

- Purpose of the SMP
- Shoreline jurisdiction
- Environmental designations
- No net loss of ecological functions
- Shoreline buffers
- Vegetation management
- Fences, gardens, and lawns within the shoreline
- Compliance necessary regardless of whether a permit is needed
- Expansion or replacement of non-conforming structures
- Native plant guidance
- Permit process
- Shoreline map
- Exemptions from the substantial development permit process

In addition to the SMP user guide, the RECIPIENT will revise shoreline permit forms. The RECIPIENT uses Permit Trax and My Building Permit programs for paperless permitting. The new application forms will be concise, electronic, and compatible with existing systems. Additionally, the project will result in recommendations for what permit information the RECIPIENT should track for future

permit monitoring efforts. These recommendations may result in specific information being collected on permit forms.

The City's website will be reviewed and improved by adding the SMP user guide and new permit forms.

The RECIPIENT will send a letter to shoreline property owners that will share a link to the updated website, which will include the new SMP user guide and updated forms. The RECIPIENT will also issue a press release and use social media and the City's website to announce new tools.

Overall Goal:

To improve the shoreline environment in North Bend by improving voluntary compliance with the SMP.

RECIPIENT INFORMATION

Organization Name: City of North Bend

Federal Tax ID: #91-6001473

UEI Number: #KWT9DLU8MB55

Mailing Address: 920 SE Cedar Falls Way
North Bend, WA 98045

Physical Address: 920 SE Cedar Falls Way
North Bend, WA 98045

Organization Email: csmith@northbendwa.gov

Contacts

Project Manager	Jamie Burrell Senior Planner 920 SE Cedar Falls Way North Bend, Washington 98045 (425) 888-7642 jburrell@northbendwa.gov
Billing Contact	Jamie Burrell Senior Planner 920 SE Cedar Falls Way North Bend, Washington 98045 (425) 888-7642 jburrell@northbendwa.gov
Authorized Signatory	Tom Mohr Project Manager 920 SE Cedar Falls Way North Bend, Washington 98045 (425) 888-7653 (425) 888-3502 tmohr@northbendwa.gov

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO Box 47600
Olympia, WA 98504-7600

Physical Address:
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Carolyn Chase PO Box 47600 Olympia, Washington 98504-7600 Email: CACH461@ecy.wa.gov Phone: (360) 706-4981
Financial Manager	Michele Boderck PO Box 47600 Olympia, Washington 98504-7600 Email: mbod461@ecy.wa.gov Phone: (360) 764-6807

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State Department of Ecology

City of North Bend

By: _____
Joenne McGerr Date
Shorelands
Program Manager

By: _____
Jamie Burrell Date
Project Manager

Template Approved to Form by
Attorney General's Office

By: _____
Rob McFarland Date
Mayor

By: _____
Richard Gould Date
Finance Director

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$0

Task Title: 1. Project Administration / Management

Task Description:

The RECIPIENT shall provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, administration and management.

- A. The RECIPIENT shall coordinate with ECOLOGY throughout the project. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.
- B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.
- C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:

Timely and complete submittal of requests for reimbursement, quarterly progress reports, and recipient closeout report. Properly maintained project documentation.

Recipient Task Coordinator: Jamie Burrell

Project Oversight: Coordination, Management, and Administration

Deliverables

Number	Description	Due Date
1.1	Quarterly Payment Request / Progress Report (PRPR)	
1.2	Recipient Close Out Report	06/30/2024

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$30,000.00
Task Title: 2. SMP user guide and program enhancements

Task Description (3,500 character limit):

The RECIPIENT will:

- A. Secure qualified consultant services: In accordance with the RECIPIENT or State of Washington procurement procedures, the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.
- B. Send a written communication to the Snoqualmie Tribe about the SMP user guide and program enhancement project. The communication will ask for input on priority SMP user guide content areas.
- C. Prepare an SMP user guide that describes terms, concepts, policies, rules, and permitting process. Work will include developing content, document design and layout, convening opportunities for City staff to review and provide feedback on draft products, and developing new graphics. City staff comments on preliminary drafts will be incorporated into the final user guide. The RECIPIENT will follow ECOLOGY's requirements in the following sections of the Agreement General Terms and Conditions: 3. ACCESIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY; and 19. PRESENTATION AND PROMOTIONAL MATERIALS. For more information, see the Agreement General Terms and Conditions. The SMP user guide will include the following acknowledgement: "This document was prepared by the City of North Bend using Federal funds under Washington State Coastal Zone Management Award NA20NOS4190065 from the NOAA Office for Coastal Management, U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA or the U.S. Department of Commerce."
- D. Update the shoreline management website. Revisions will improve the user experience and link to the new user guide.
- E. Revise shoreline permit forms. Updates will make forms more concise and easy to use. Forms will be compatible with paperless, electronic submittal and the RECIPIENT's existing paperless permitting systems. The process may include changes to forms that will improve the RECIPIENT's ability to track key information about issued permits for future permit monitoring purposes.
- F. Recommendations for what shoreline permit information the RECIPIENT should track for future permit monitoring purposes.

G. Complete community outreach and stakeholder involvement by mailing a notice to shoreline residents of the new user guide and forms and sharing the updated website link.

Task Goal Statement (1,500 character limit):

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

To increase voluntary compliance with the SMP by providing new and improving existing applicant tools.

Task Expected Outcome (1,500 character limit):

A signed contract with a consultant.

An SMP user guide, revised permit forms, and an updated SMP webpage.

Recipient Task Coordinator: Jamie Burrell

2. Review existing documents

Deliverables

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL.	
2.2	Written communication to Snoqualmie Tribe. Upload to EAGL.	
2.3	Draft SMP user guide. Upload to EAGL.	
2.4	Final SMP user guide. Upload to EAGL.	
2.5	Website updates. Include a website link in quarterly Progress Report.	
2.6	Revised permit forms. Upload a PDF to EAGL. Summarize what changes were made and why in quarterly Progress Report.	
2.7	Recommendations for what information should be tracked for future permit monitoring efforts. Upload to EAGL.	
2.8	Shoreline property owner mailer. Upload to EAGL.	

BUDGET

Funding Distribution:	EGXXXXX
Funding Title:	NOAA-SMP Coastal Zone Management (CZM)
Funding Type:	Grant
Funding Effective Date:	05/01/2022
Funding Expiration Date:	06/30/2024
Funding Source:	
Title:	NOAA-SMPCZM
Fund:	FD
Type:	Federal
Funding Sources %:	100%
Description:	SEASMP CZM-2224
Federal Awarding Agency:	NOAA – Office for Coastal Management
Federal Awarding Agency Contact:	Kris Wall
Federal Awarding Agency Phone:	541-843-0252
Federal Awarding Agency Email:	kris.wall@noaa.gov
Federal Awarding Agency Address:	2234 South Hobson Avenue Charleston, South Carolina 29405-2413
CFDA Catalog Name:	Coastal Zone Management Administration Awards
CFDA Number:	11.419
FAIN:	NA20NOS4190065
Research Grant:	No
Federal Award Date:	4/18/2022
Total Federal Award Amount:	\$303,448.00
Approved Indirect Costs Rate:	Approved Federal Indirect Rate: XX%
Recipient Match %:	0%
InKind Interlocal Match Allowed:	No
InKind Other Match Allowed:	No
Is this Funding Distribution used to match a federal grant? No	

NOAA – SMP Coastal Zone Management (CZM)	Task Total
1. Project Administration / Management	\$0.00
2. SMP user guide and program enhancements	\$30,000.00
Total	\$30,000.00

Funding Distribution Summary

Recipient/Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
NOAA – SMP Coastal Zone Management (CZM)	0.00%	\$0.00	\$30,000.00	\$30,000.00
Total		\$0.00	\$30,000.00	\$30,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS As of 05/01/2022

A. COASTAL ZONE MANAGEMENT PROVISIONS

1. Field Work: The RECIPIENT must ensure that any field work conducted as part of educational, training or volunteer programs/activities will be conducted in accordance with appropriate Federal, state and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.
2. Safety: The RECIPIENT is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers.
3. Unoccupied Aircraft Systems: If this project involves Unoccupied Aircraft Systems (UAS or drone technology), the RECIPIENT is responsible for ensuring it has complied with applicable federal/state/local laws and have the appropriate permits in hand prior to conducting drone operations.
4. Acknowledgement of Sponsorship and Disclaimer:
 - a. The title or acknowledgements page(s) of all reports, studies, or other documents, published or distributed electronically or hard copy (and acknowledgement pages of websites and web pages) that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by this award. See below.
 - b. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to this financial assistance award contains the following disclaimer or other disclaimer approved by ECOLOGY. See below.
 - c. To meet the above requirements, ECOLOGY recommends including the following statement on the title page and/or acknowledgements page of materials published or distributed through this award: This [report/video/etc.] was prepared by [RECIPIENT] using Federal funds under Washington State Coastal Zone Management Award NA20NOS4190065 from the NOAA Office for Coastal Management, U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA or the U.S. Department of Commerce.
5. Lobbying Restriction: No funds may be used for the payment of membership dues to any entity to engage in lobbying activities, as provided in 2 CFR 200.450 and 200.454.
6. Scholarly publications:

- a. Acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers.
- b. Disclaimer: The following disclaimer should be included within every publication of material based on, developed under, or otherwise produced pursuant to this financial assistance award, or other disclaimer approved by ECOLOGY: The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA or the U.S. Department of Commerce.
- c. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov/> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- d. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

B. DELIVERABLE DUE DATE FORM – As seen in Ecology's Administration of Grants and Loans (EAGL):

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverable Due Date EAGL form. The RECIPIENT will keep track of these due dates, and will note any date changes on the quarterly progress reports. The Deliverable Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the agreement.)

GENERAL FEDERAL CONDITIONS As of 4/1/2022

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the

RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment.

RECIPIENT/CONTRACTOR must run a search in <<http://www.sam.gov>> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required**Error! Hyperlink reference not valid.** Unique Entity Identifier in www.SAM.gov within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov/>>.

For more details on FFATA requirements, see [www.fsrs.gov <http://www.fsrs.gov/>](http://www.fsrs.gov/).

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) exclusion list.

GENERAL TERMS AND CONDITIONS As of 06/24/2021

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive. The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office. Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered. Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS-Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as

web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item. Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines. RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or compreto the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to

final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are

refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be

agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



City Council Agenda Bill

SUBJECT:	Agenda Date: August 2, 2022	AB22-095
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 UILD 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 AB22-095, 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	AB22-090 – Postponed to 8/2/22 CC Meeting	4-3 (Koellen, Joselyn & Loudenback)
August 2, 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 2ND DAY OF AUGUST, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

Published:
Effective:

APPROVED AS TO FORM:

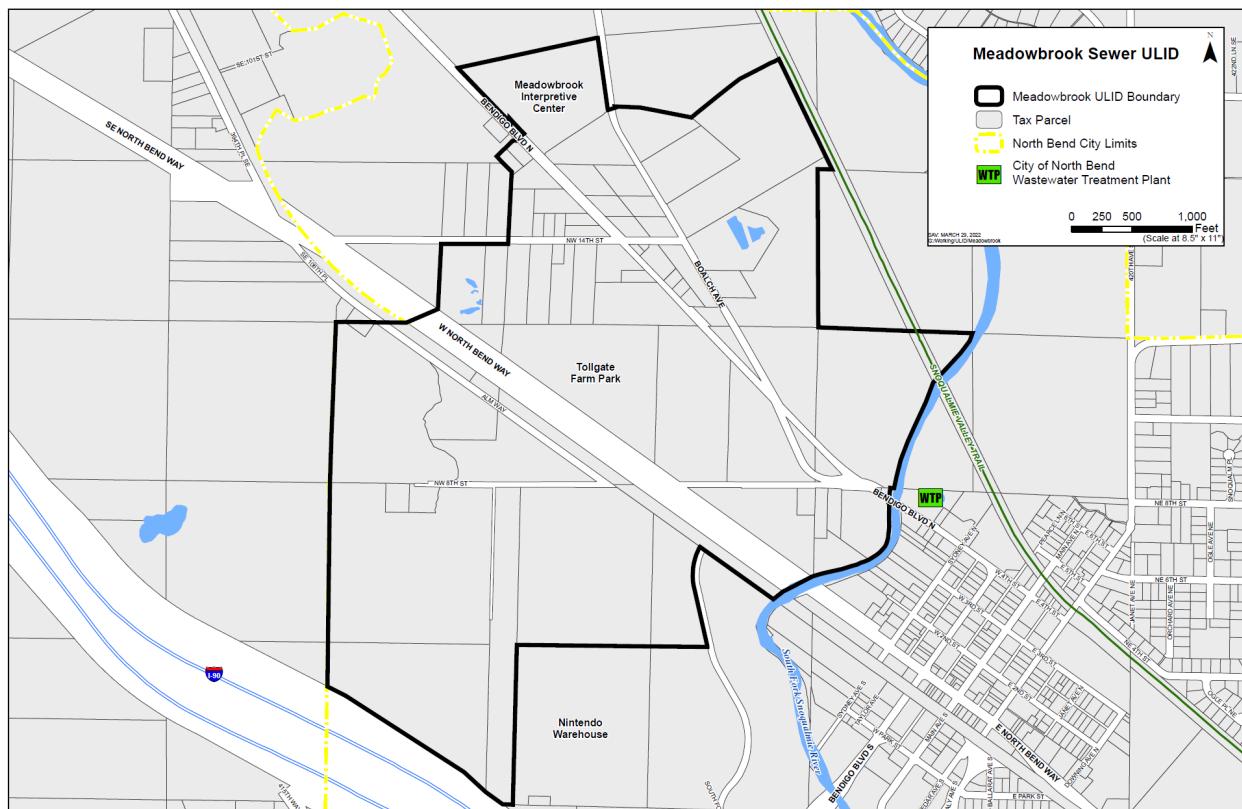
Pacifica Law Group LLP, Bond Counsel

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.

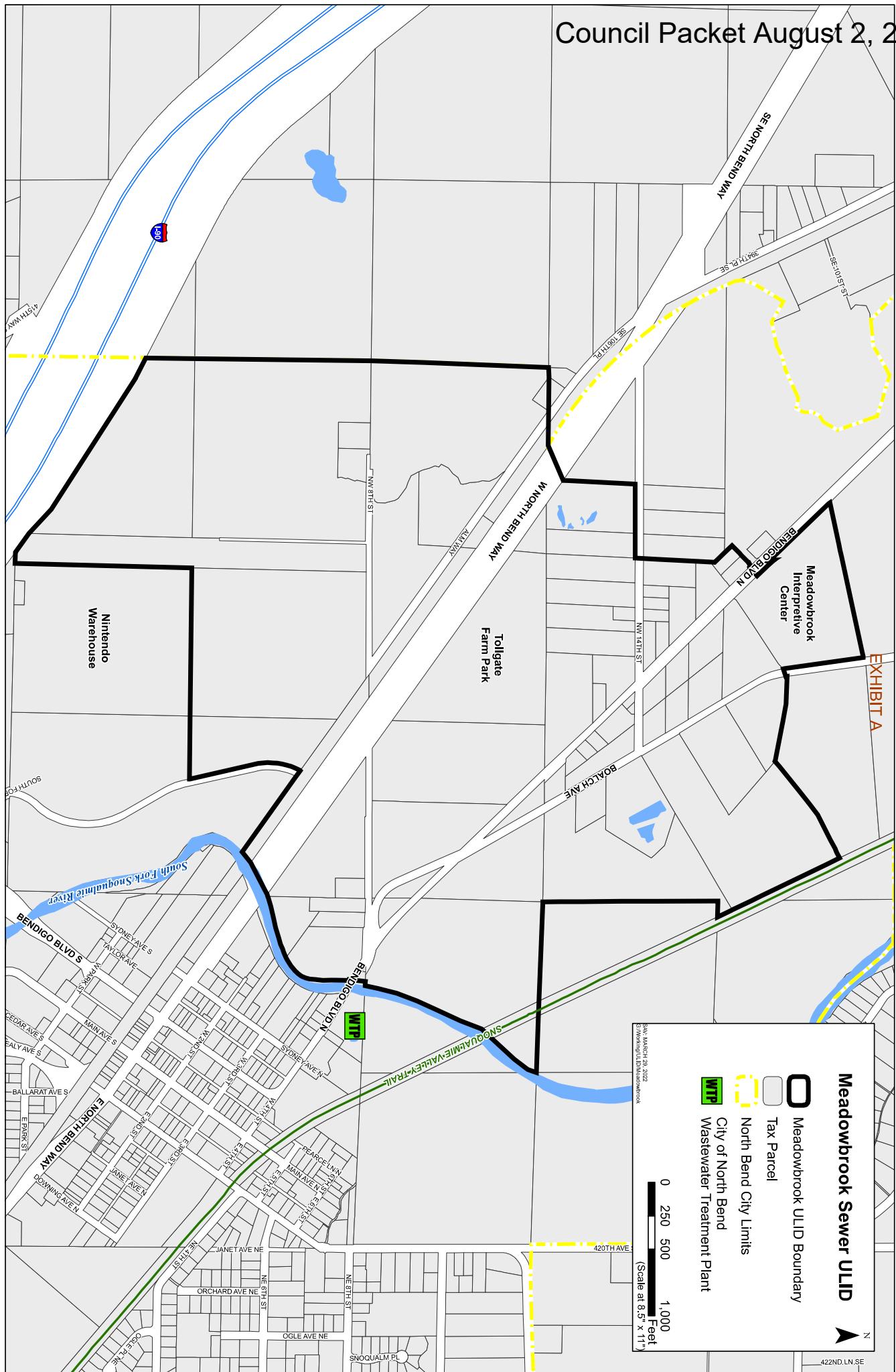


EXHIBIT B

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

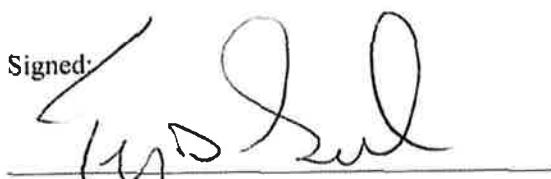
To: North Bend City Council
PO Box 896
North Bend, WA 98045

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

Signed:



Date:

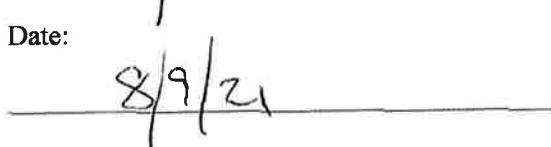


EXHIBIT B

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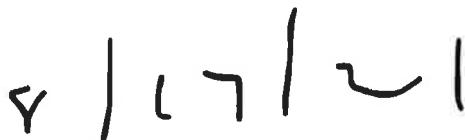
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OWNER'S NAME	MAILING	TAX PARCEL NO.
ADDRESS By & Vera Pham	3605 Richey Rd Yakima, WA 98902	541870-0055

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
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.

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

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

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

Signed:

Victoria T. Bettes

Date:

8/08/2021

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	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
A SEWER LOCAL IMPROVEMENT DISTRICT
CITY OF NORTH BEND
KING COUNTY, WASHINGTON

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

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

Signed:

Wendy Miller
Managing member

Date:

8-15-21

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.
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

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

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

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OWNER'S NAME
William J Ingersoll III

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

TAX PARCEL NO.
5418700112

Signed:



Date:



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

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

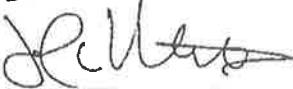
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PO Box 896
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Puget Western, Inc.	P.O. Box 1529 Bothell, WA 98041	052308-9059

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
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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
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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

11/17/2022
 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 1143
 BELLEVUE, WA 98009

RECEIVED THIS DAY
 11/17/2022

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
[Signature]
[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/ELB/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.

2501170149

Richard J. Gray
President (Signature)
Snoqualmie Valley Land Company, Inc.

George Maye
Secretary (Signature)
Sierra Madre Valley Land Company, Inc.

Secretary (Signature)

Secretary (Supt.)
Snoqualmie Valley Land Company, Inc.

President (Signature)
Children's Services of Sno-Valley

Children's Services of Sno-Valley

Shoquamina Valley Land Company, Inc.
On this 12 day of December, 1995, before me personally appeared Lucile A. Ellingsen
to me known to be the (individuals) (Upper Tillamook Co. of the Corporation) described herein
and who executed the foregoing instrument as their free and voluntary act and deed for the uses and purposes
herein mentioned.

Witness my hand and seal hereunto affixed the

Notary Public in and for the State
of Washington, residing at Seattle
Seattle
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	West North Bend Way
		042308-9031	West North Bend Way
		052308-9049	West North Bend Way
		042308-9034	Boalch Ave NW
		042308-9017	SR-202
		052308-9063	Tollgate
		042308-9013	Tollgate
		042308-9038	Tollgate
		042308-9014	Tollgate
		042308-9034	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 FT TH TPDB 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 TPDB TH S 57-52-52 W 134.43 FT TO TPDB LESS RD (ROW DEDICATION PER CITY OF NORTH BEND REC #20171013000015)
-------	--

PARCEL #
042308-9029

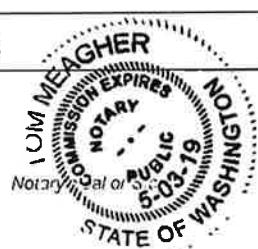
The owner and/or his/her grantees agree to participate in and not protest the formation of a Utility Local Improvement District (ULID) or a Local Improvement District (LID) or utility purveyor project designed to provide sewer services to the property. Once this certificate is recorded, it shall remain 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

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 *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

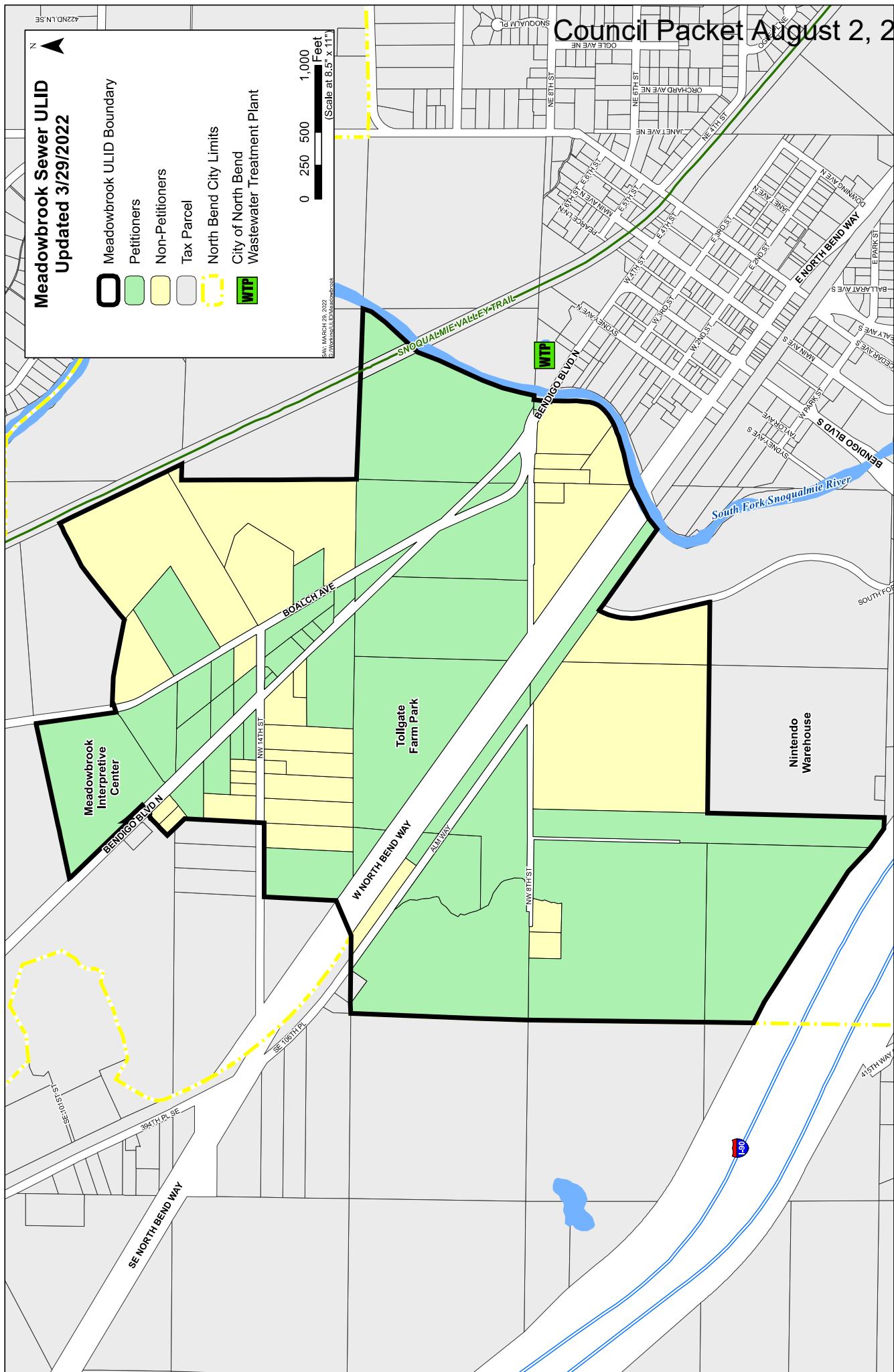
ATTEST/AUTHENTICATED:

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:

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 14th Street and Boalch
All trenches are 4 feet wide, including joint trenches

2021 Cost:
\$4,083,404

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

NO CONNECTIONS - SOUTH GRINDER PUMP SYSTEM

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

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

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

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

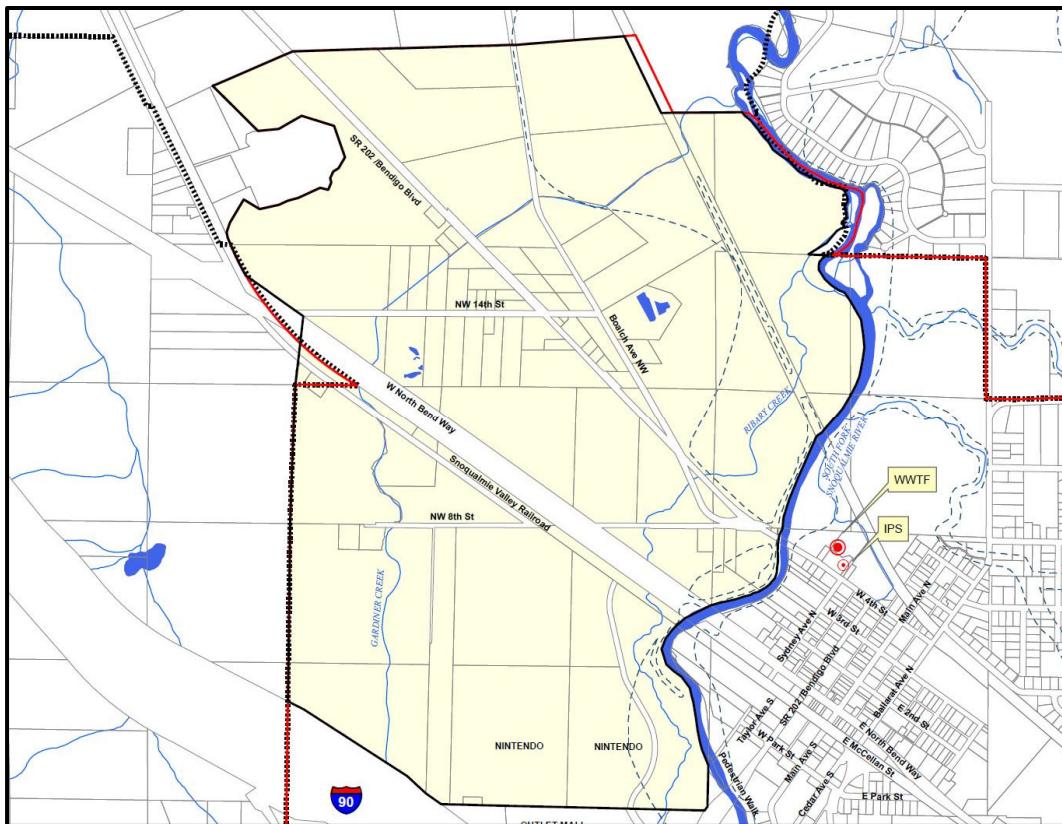
2021 Cost:
\$3,368,358

Assumptions include:

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

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

NORTH BEND, WASHINGTON



PREPARED FOR

MR. DOUG VAN GELDER, PE

CITY OF NORTH BEND

920 SE CEDAR FALLS WAY

NORTH BEND, WA 98045

PREPARED BY

SOVA CONSULTING

107 SPRING STREET

SEATTLE, WA 98104

SOVA PROJECT 20057



107 Spring Street
Seattle, WA 98104

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

March 25, 2021

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

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

Dear Mr. Van Gelder:

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

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

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

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

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

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

Meadowbrook Sewer LID

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

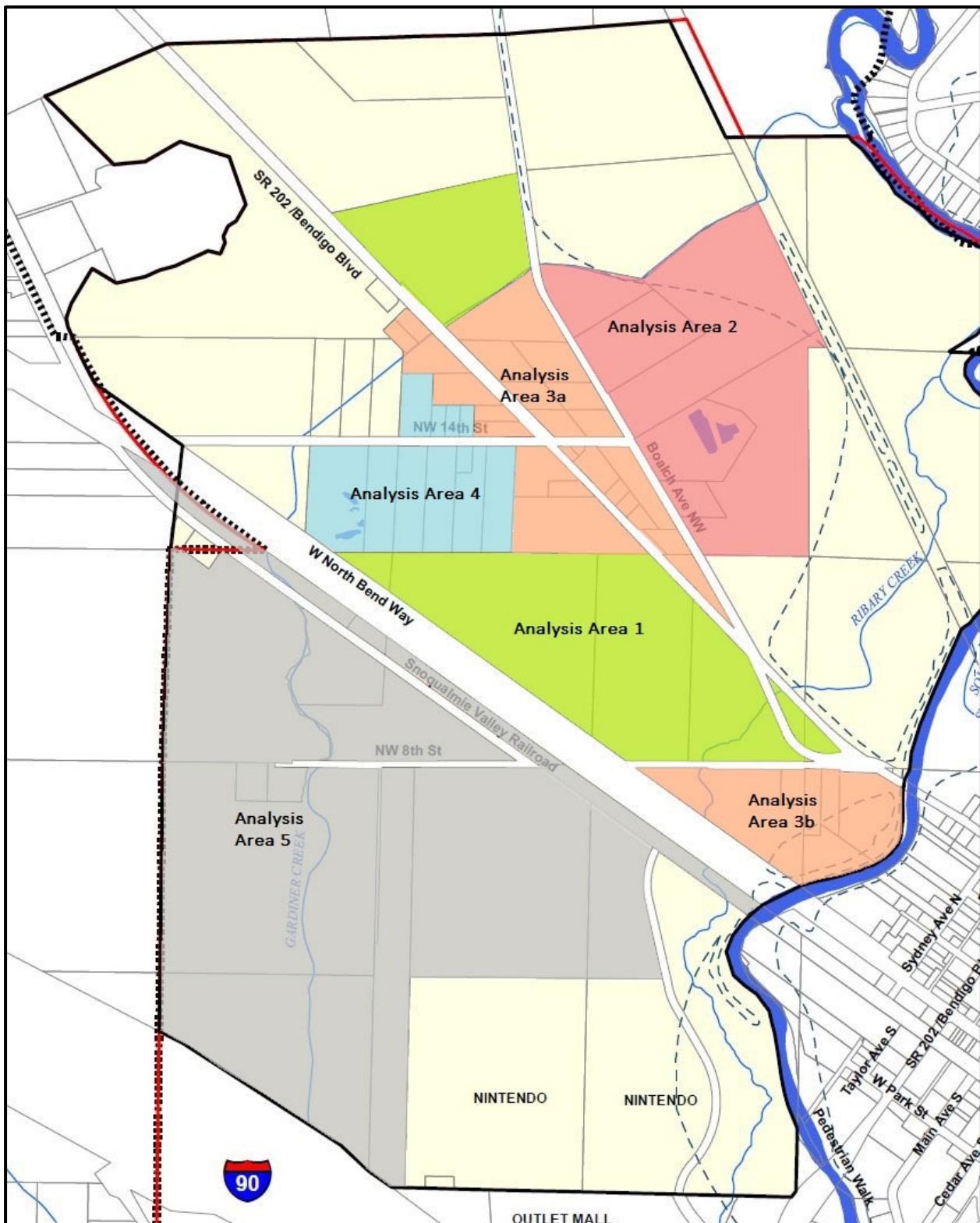
Analysis Areas

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 on an estimated economic site area and contribution of the building improvements.

Analysis Area 2 (NB/USOD, Commercial Uses)

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

Analysis Area 3 (NB/USOD, Commercial Uses)

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

Analysis Area 4 (CLDR/USOD, Residential Uses)

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

Analysis Area 5 (EP-1, Industrial)

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

Larger Parcel Analysis

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

Vacant/Improved Property Analysis

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

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

Valuation

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

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

Property Specific Analysis

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

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

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

Vacant Land/Interim Uses Analyzed as Vacant Land

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

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

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

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

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

Improved Single-Family Residences

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

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

Improved Commercial Uses

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

CONCLUSION

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

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

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

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

CERTIFICATION

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

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

Date of Value: February 3, 2021



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

CERTIFICATION

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

14. The statements of fact contained in this report are true and correct.
15. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
16. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
17. I have performed no other real estate services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
18. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
19. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
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25. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
26. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

Date of Value: February 3, 2021



Gregory Goodman, MAI
State Cert. #27011 1101089

ADDENDA

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

PROPERTY SUMMARY MATRIX

EXHIBIT F

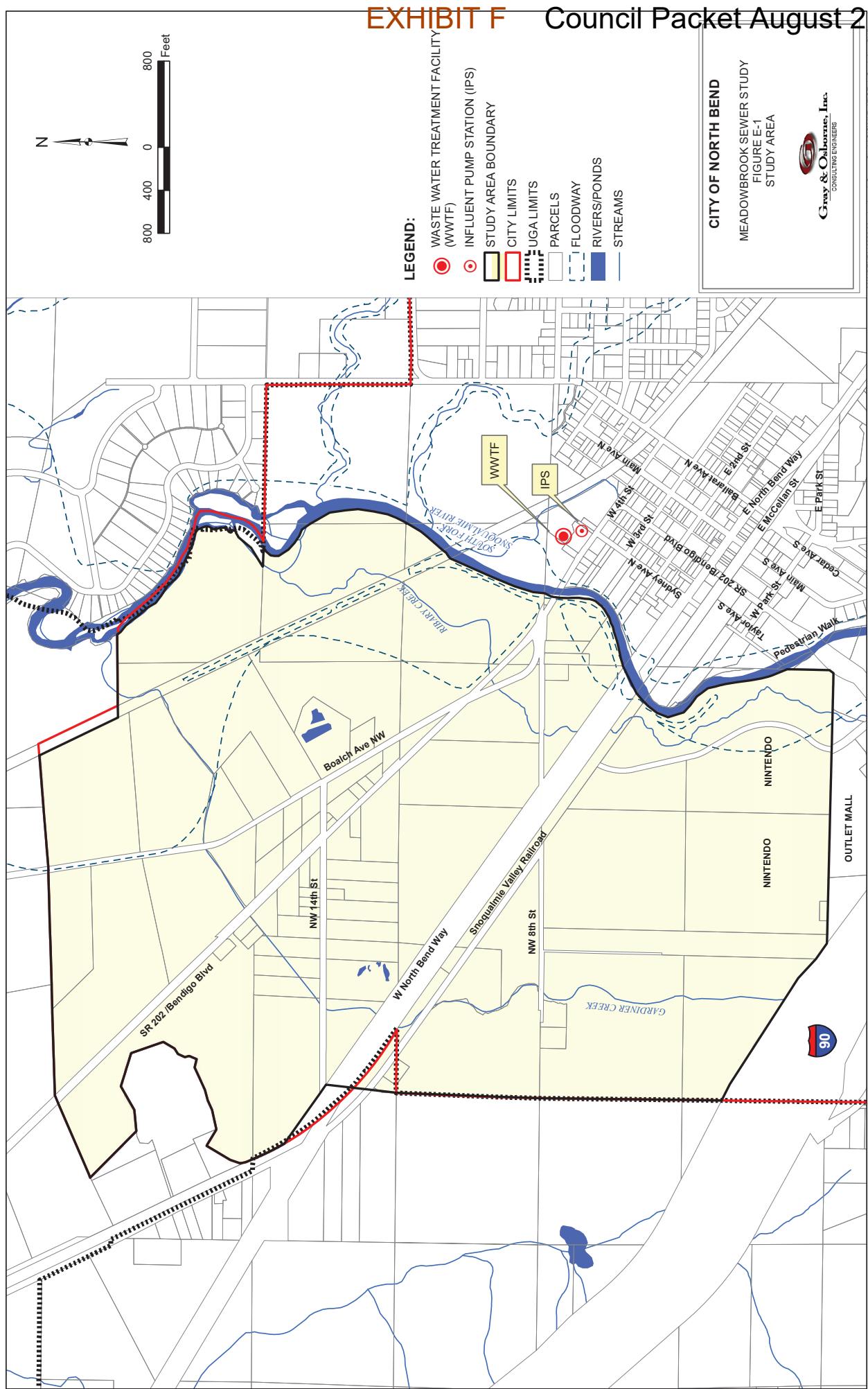
Council Packet August 2, 2022

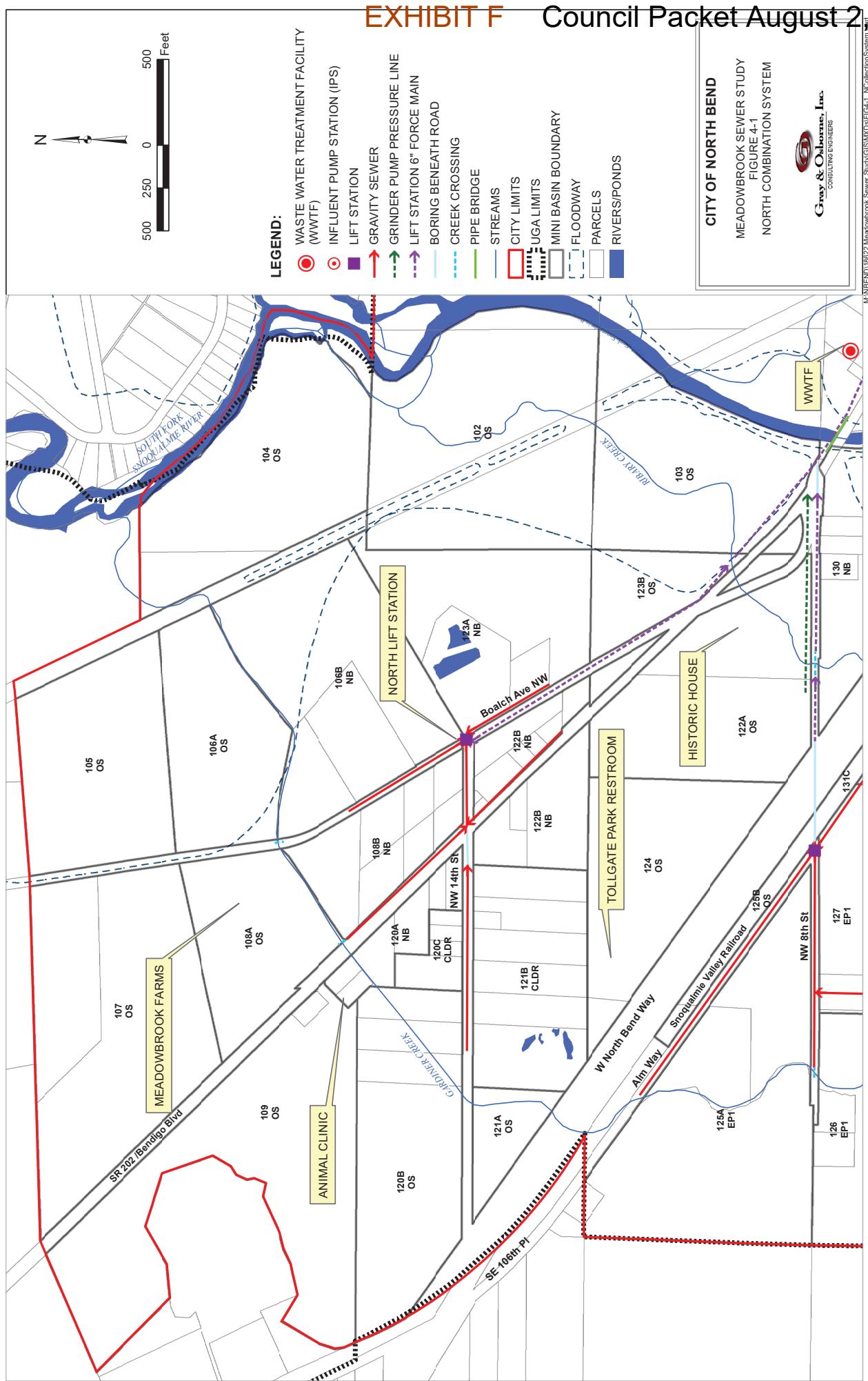
Meadowbrook Sewer ULLD

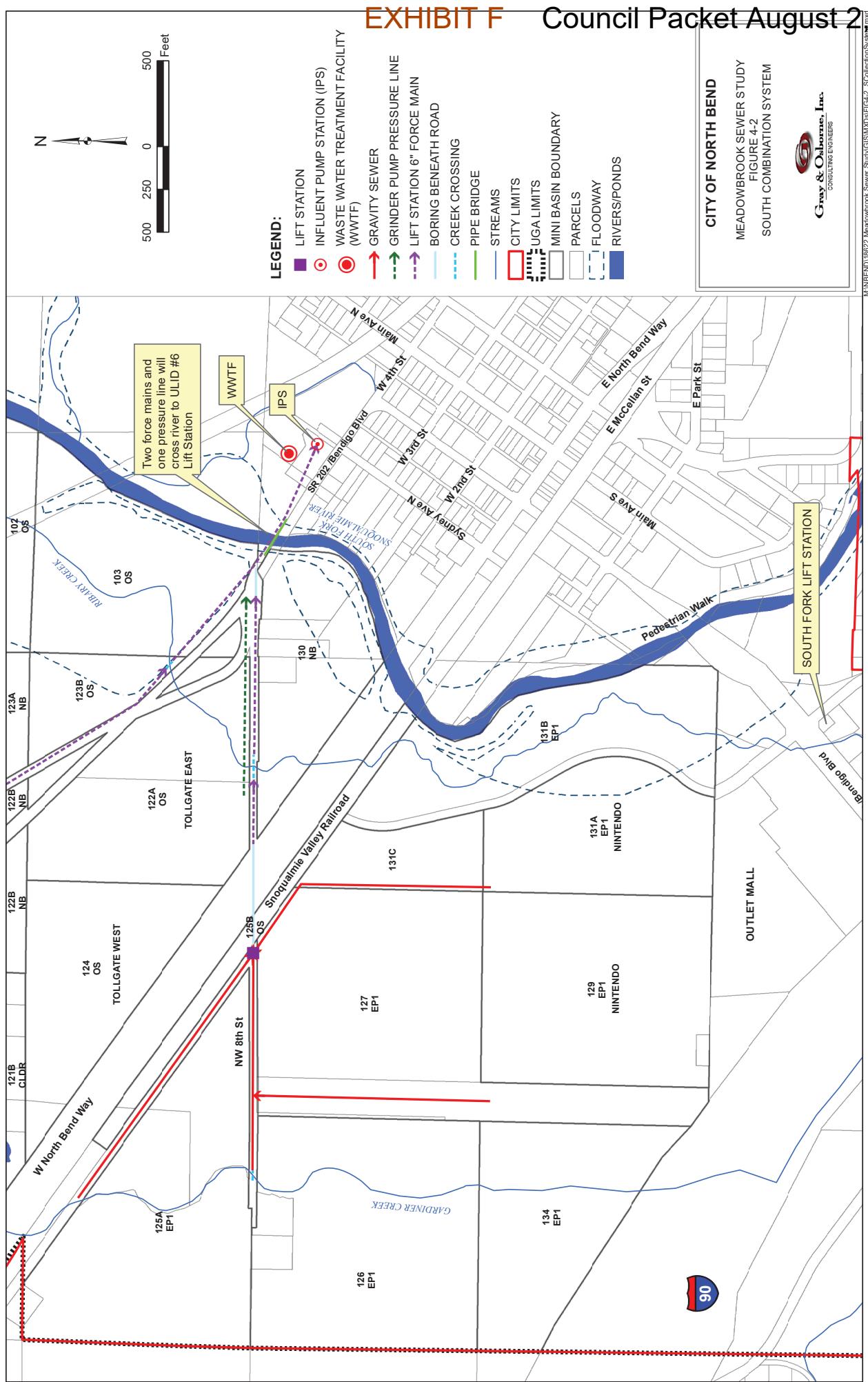
Property Summary Matrix

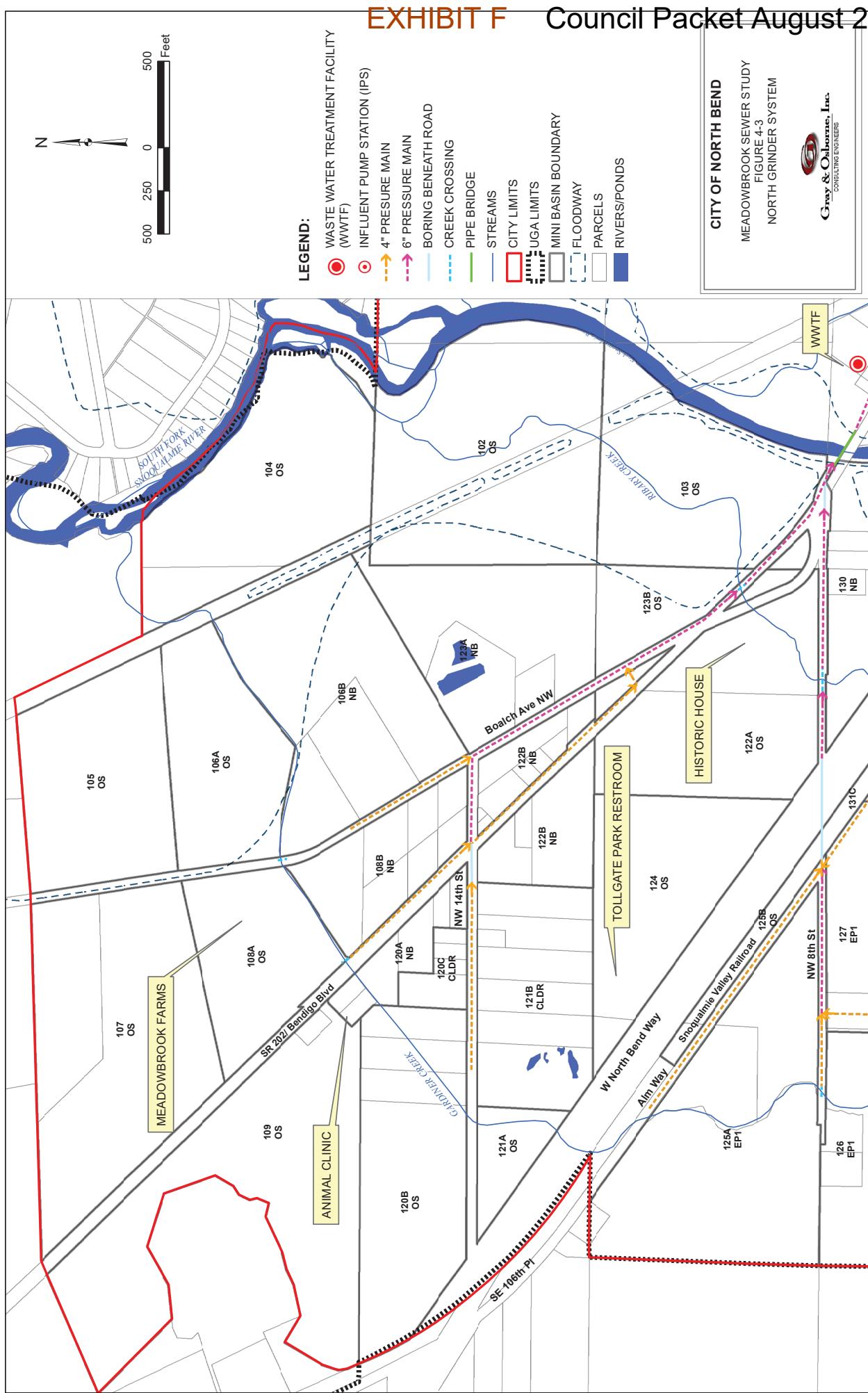
Property Details				Before & After Values/Special Benefits										\$7,452,000													
LLID No.	Larger Parcel	Parcel	Tax ID (APN)	Property Name		Taxpayer Name		Property Address		Zoning		Current Use	HLU	Gross Land Area (sf)	Net Land Area (sf)	Building Year Built	Ass. Ratio	CLDR Lots	SB %	5/F	Fee Simple	Fee Simple After	Fee Simple Benefit	Assessment	Prelim	Special Benefit Description	
1	2	A	042308 0208	North Bend Animal Clinic		North Bend Animal Clinic Inc		1615 Bendigo Blvd N		NBL/USD		Office	Improved	23,251	2,832	1974	3% \$ 0.40	3% \$ 0.40	0.16%	\$1,162.00	Commercial Connection						
2	3	A	052308 0057	North Bend Animal Clinic		North Bend Animal Clinic		1531 Bendigo Blvd N		NBL/USD		Office	Improved	21,905	1,972	1974	\$621,939	\$603,824	\$18,115	3% \$ 0.40	\$2,714	Commercial Connection					
3	4	B	041870 0205	Boulevard North Office building		North Bend Animal Clinic		1409 Bendigo Blvd N		NBL/USD		Office	Improved	64,243	6,153	1972	\$25,410	\$21,305	\$4,105	3% \$ 0.55	\$119,606	Commercial Land					
4	5	B	041870 0111	Kays Maureen E		Kays Maureen E		1409 Bendigo Blvd N		NBL/USD		Office	Vacant	69,696	6,936	1974	\$466,145	\$466,145	\$466,145	40% \$ 2.00	1.61%	\$119,606	Commercial Land				
5	6			Karmen Karmen E		Karmen Karmen E		1409 Bendigo Blvd N		NBL/USD		Office	Improved	23,533	2,568	1974	\$444,051	\$444,051	\$557,223	\$113,172	25% \$ 2.00	1	0.97%	\$172,596	SFR + Excess Land		
6	7			Deon & Faical & Julie		Deon & Faical & Julie		1409 Bendigo Blvd N		NBL/USD		Office	Vacant	80,586	8,006	1972	\$180,060	\$205,000	\$25,000	14% \$ 1.39	0.22%	\$16,037	Residential Land				
7	8			McRea Albert		McRea Albert		1409 Bendigo Blvd N		NBL/USD		Office	Improved	18,006	1,806	1972	\$543,060	\$533,060	\$10,000	2% \$ 0.56	0.09%	\$6,415	SFR Connection				
8	9			Zara Joseph & Jennifer		Zara Joseph & Jennifer		1409 Bendigo Blvd N		NBL/USD		Office	Improved	18,006	1,806	1972	\$420,060	\$420,060	\$10,000	2% \$ 0.56	0.09%	\$6,415	SFR Connection				
9	10			Mundy Thia & Michael E		Mundy Thia & Michael E		1409 Bendigo Blvd N		NBL/USD		Office	Improved	18,006	1,806	1972	\$475,035	\$475,035	\$10,000	2% \$ 0.56	0.09%	\$6,415	SFR Connection				
10	11			Ingerjill William J		Ingerjill William J		1409 Bendigo Blvd N		NBL/USD		Office	Improved	18,006	1,806	1972	\$1,230,705	\$1,232,240	\$61,535	5% \$ 1.43	0.53%	\$9,473	Commercial Connection				
11	12	C	041870 0205	Encompass Day Care		Encompass Day Care		1407 Roach Ave NW		NBL/USD		Daycare	Vacant	33,131	6,767	1974	\$2,059,975	\$2,059,975	\$3,098,988	50% \$ 2.50	8.87%	\$60,658	Commercial Land				
12	13	C	041870 0203	Bendigo Properties LLC		Bendigo Properties LLC		40520 515 Siquashamine N Bend R		NBL/USD		Office	Vacant	38,075	3,075	1974	\$1,240,072	\$1,240,072	\$1,240,072	31% \$ 1.50	0.22%	\$16,037	Commercial Land				
13	14	C	041870 0205	Bendigo Properties LLC		Bendigo Properties LLC		40520 515 Siquashamine N Bend R		NBL/USD		Office	Vacant	43,833	3,833	1974	\$77,034	\$77,034	\$77,034	31% \$ 1.50	0.22%	\$16,037	Commercial Land				
14	15	C	041870 0303	Bendigo Properties LLC		Bendigo Properties LLC		40520 515 Siquashamine N Bend R		NBL/USD		Office	Vacant	83,503	8,303	1974	\$1,240,072	\$1,240,072	\$1,240,072	31% \$ 1.50	0.22%	\$16,037	Commercial Land				
15	16	C	041870 0005	Bendigo Properties LLC		Bendigo Properties LLC		1409 NW 14th St		NBL/USD		Office	Vacant	185,443	10,543	1972	\$1,367,215	\$1,485,576	\$68,361	5% \$ 0.65	0.59%	\$43,851	Commercial Connection				
16	17	C	042308 0306	Calvary Mount St Church		Calvary Mount St Church		1506 Roach Ave NW		NBL/USD		Church	Improved	265,988	137,388	1972	\$9,452	\$9,452	\$218,800	3% \$ 1.32	0.22%	\$116,188	Commercial Connection				
17	18		042308 0206	Mount St Business Park		Mount St Business Park		1450 Roach Ave NW		NBL/USD		Office	Improved	869,553	124,553	1972	\$2,030	\$2,030	\$22,765	40% \$ 2.00	2.14%	\$119,792	Commercial Land				
18	19		042308 0207	Siquashamine Valley Activity Center		Siquashamine Valley Activity Center		1480 NW 14th St		NBL/USD		Office	Improved	237,216	137,216	1972	\$1,112,256	\$1,122,432	\$25,142	25% \$ 2.00	3	2.36%	\$176,038	SFR + Excess Land			
19	20		042308 0209	"no Site Address"		"no Site Address"		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,141,842	\$1,141,842	\$85,940	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
20	21		041870 0081	Bendigo Properties LLC		Bendigo Properties LLC		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,103,025	\$1,103,025	\$85,930	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
21	22		041870 0080	Bendigo Properties LLC		Bendigo Properties LLC		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
22	23		041870 0075	Bendigo Properties LLC		Bendigo Properties LLC		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
23	24		041870 0075	Bendigo Properties LLC		Bendigo Properties LLC		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
24	25		041870 0070	Bendigo Properties LLC		Bendigo Properties LLC		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
25	26		041870 0065	Bendigo Properties LLC		Bendigo Properties LLC		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
26	27		041870 0060	Bendigo Properties LLC		Bendigo Properties LLC		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
27	28		041870 0055	Bendigo Properties LLC		Bendigo Properties LLC		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
28	29		041870 0052	Bendigo Properties LLC		Bendigo Properties LLC		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
29	30		041870 0050	Bendigo Properties LLC		Bendigo Properties LLC		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
30	31	D	041870 0046	Moon Motor Cycle/Auto Repair		Moon Motor Cycle/Auto Repair		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
31	32	D	041870 0046	Moon Motor Cycle/Auto Repair		Moon Motor Cycle/Auto Repair		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
32	33	D	041870 0047	The Wedding Shop		The Wedding Shop		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
33	34	D	041870 0047	The Wedding Shop		The Wedding Shop		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
34	35	E	041870 0042	The Wedding Shop		The Wedding Shop		1409 NW 14th St		NBL/USD		Office	Vacant	124,561	124,561	1972	\$1,142,420	\$1,142,420	\$85,929	50% \$ 1.50	0.22%	\$10,938	SFR + Excess Land				
35	36	E																									

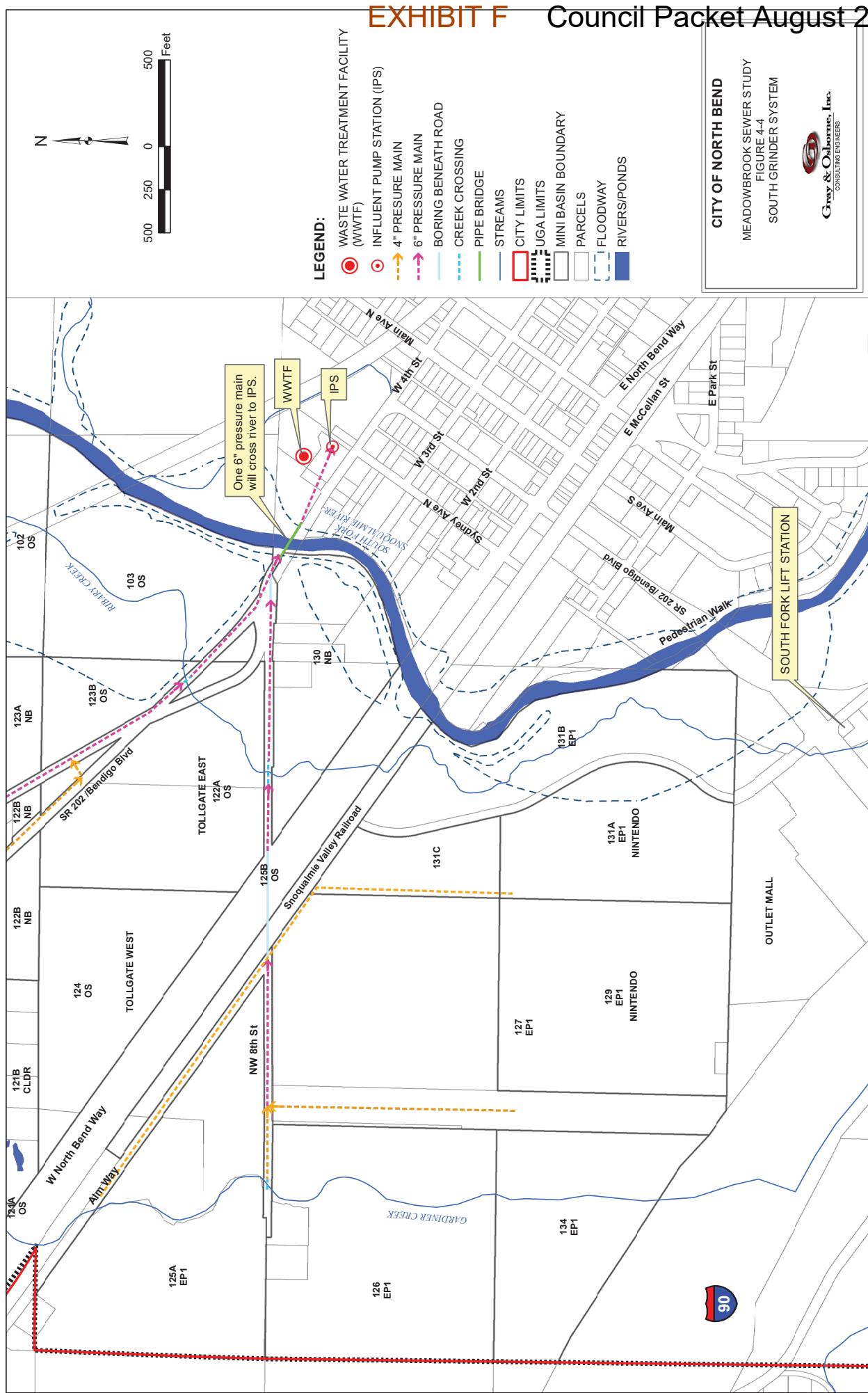
LID BOUNDARY AND PROPOSED SEWER SERVICE MAPS

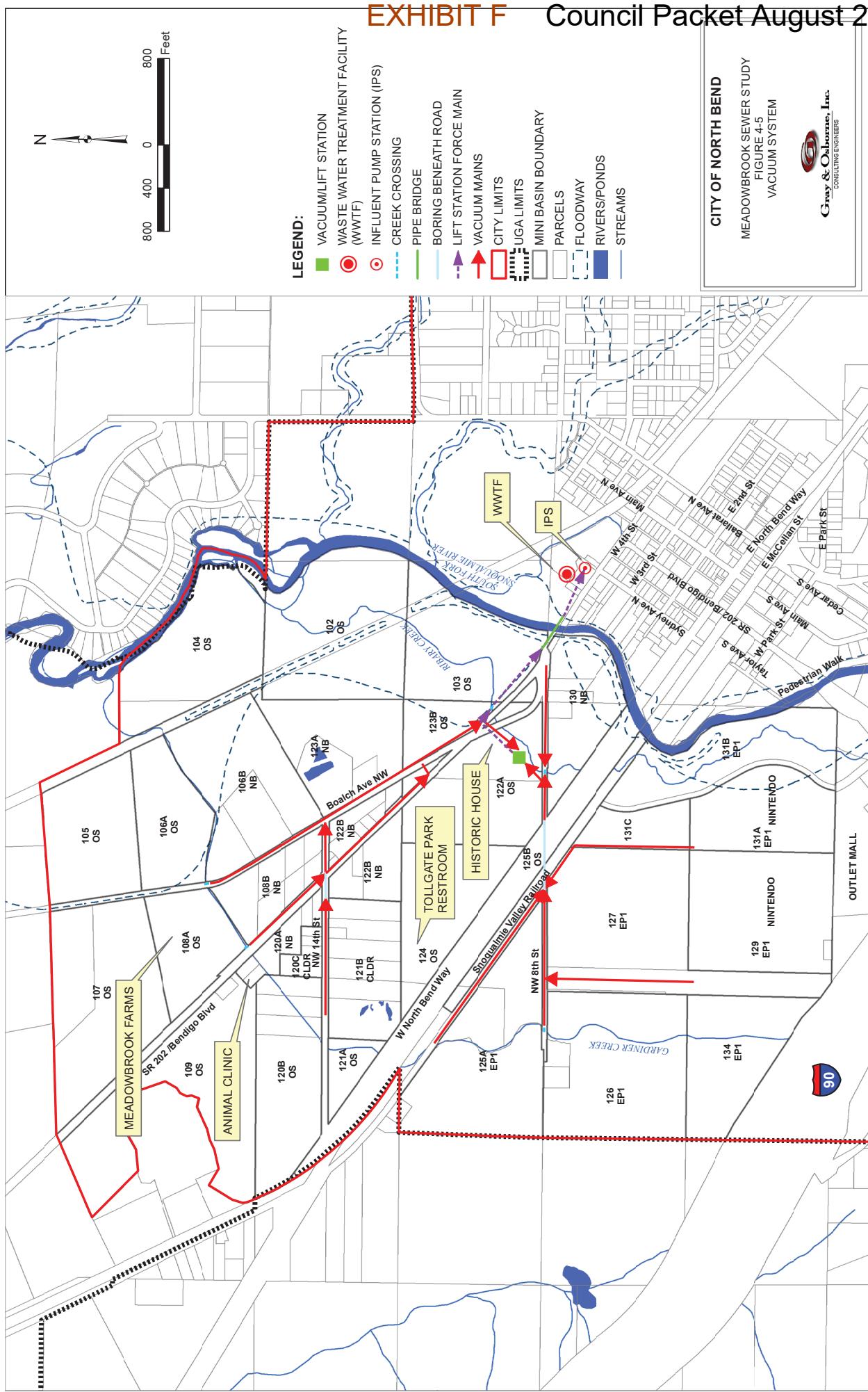








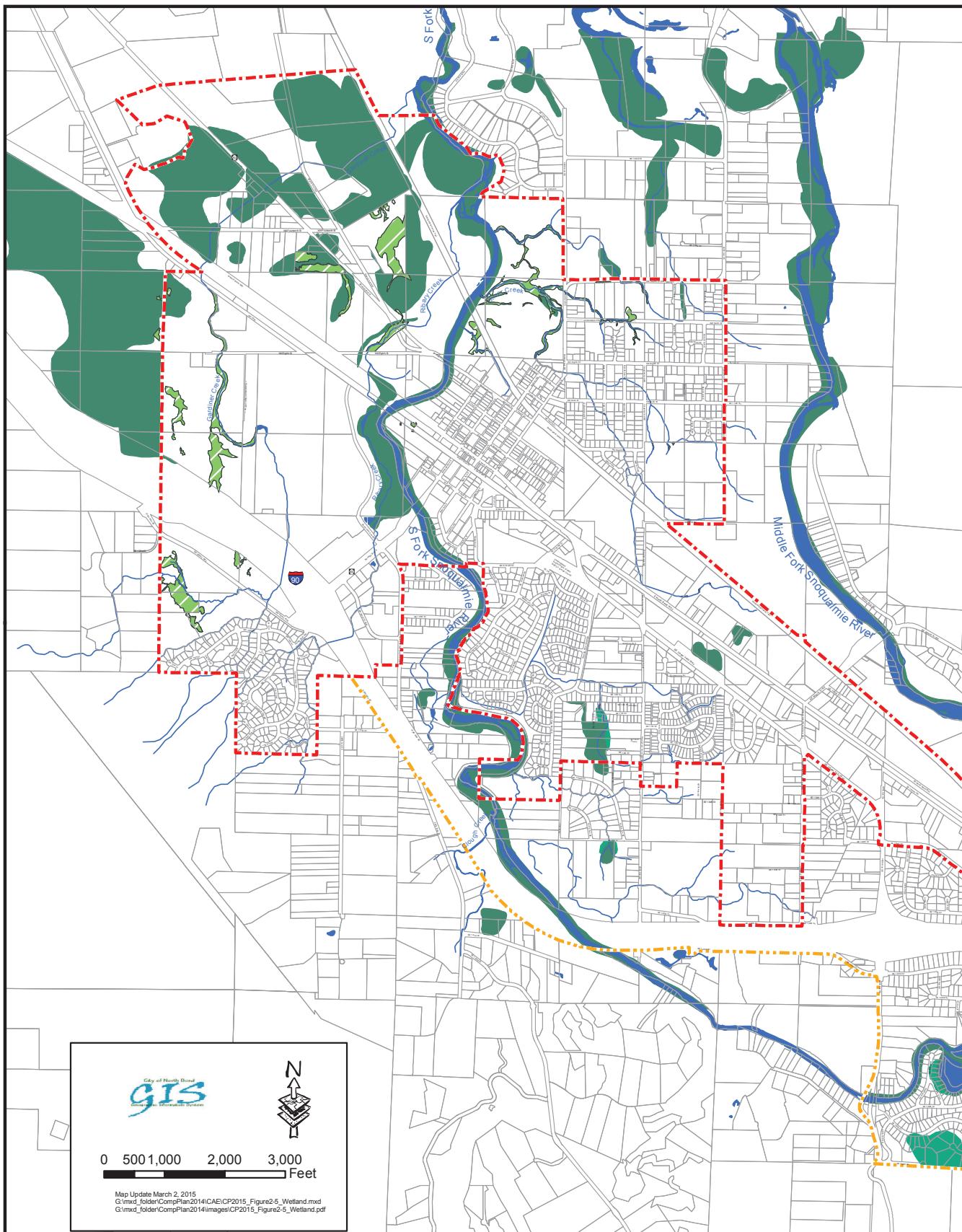




SENSITIVE AREA MAPPING

EXHIBIT F Council Packet August 2, 2022

North Bend Comprehensive Plan . Critical Areas Element



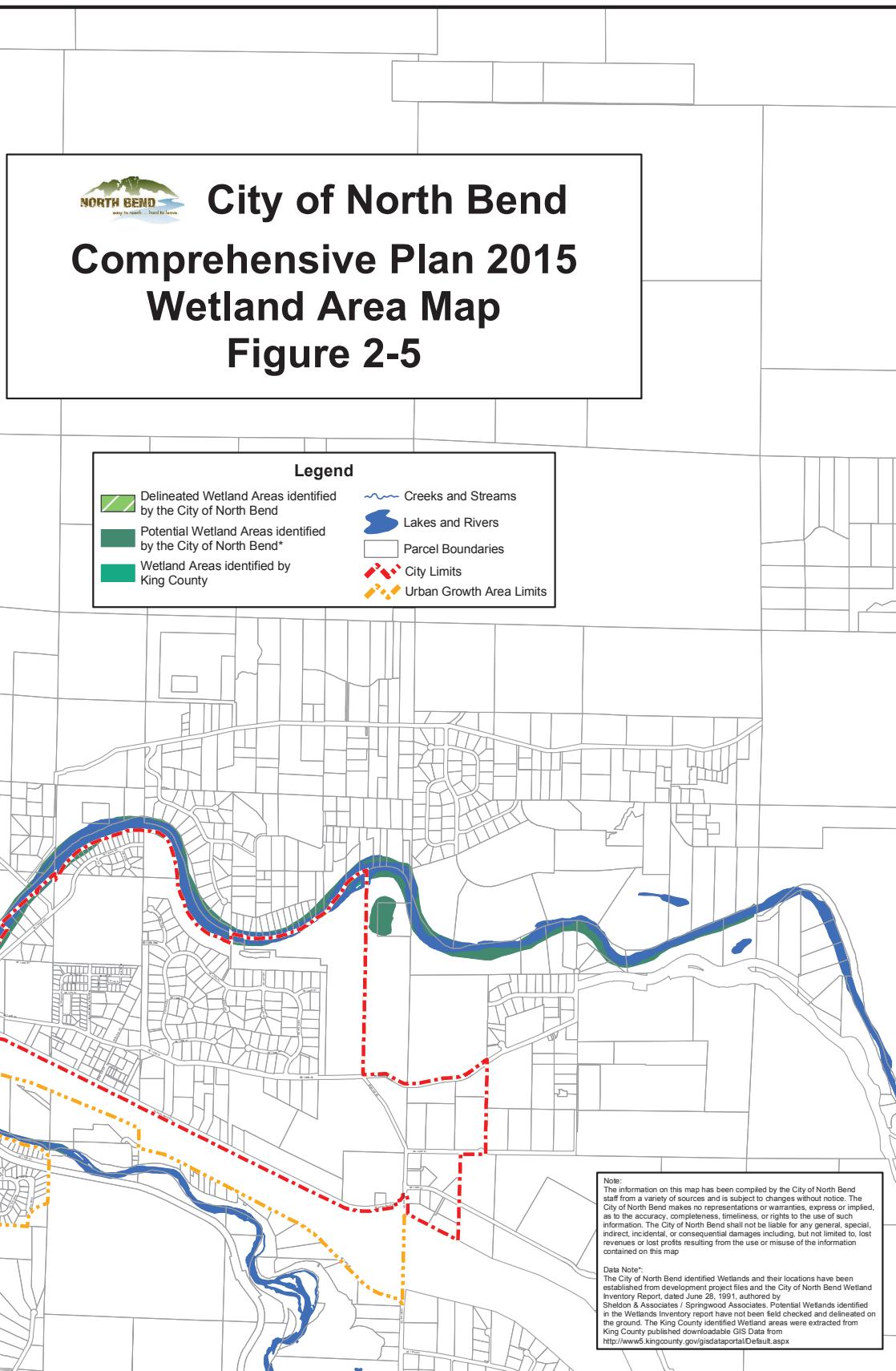
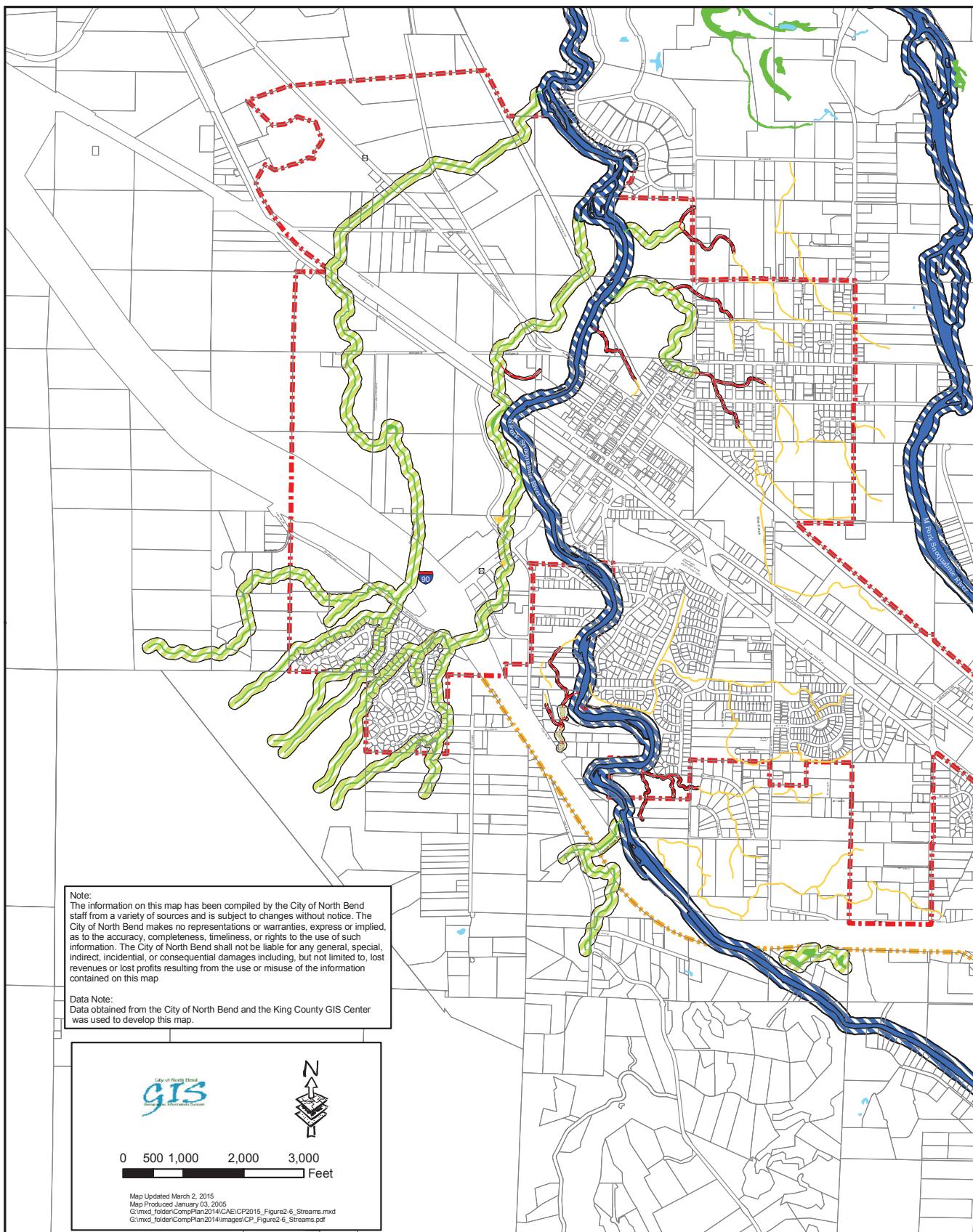
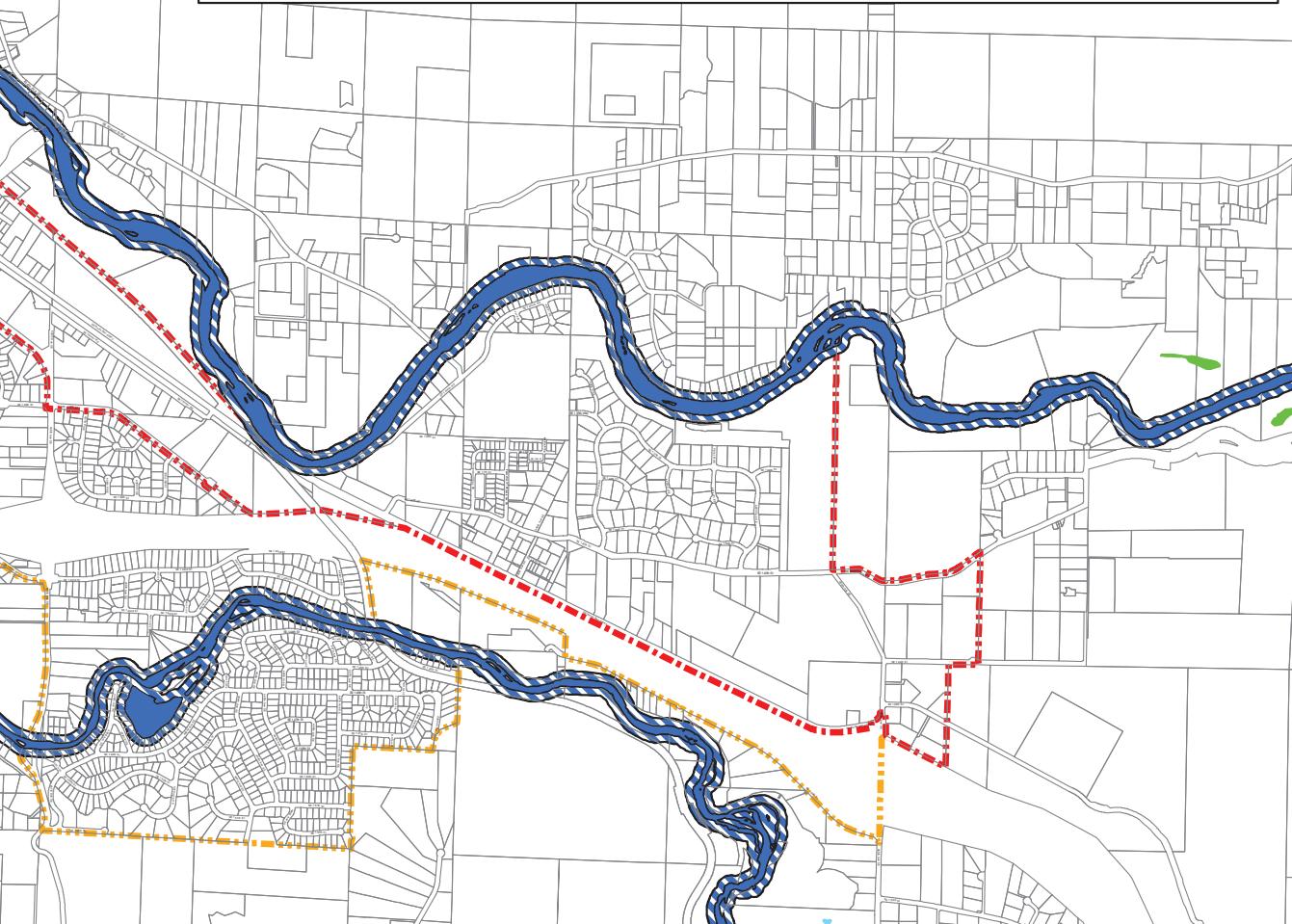
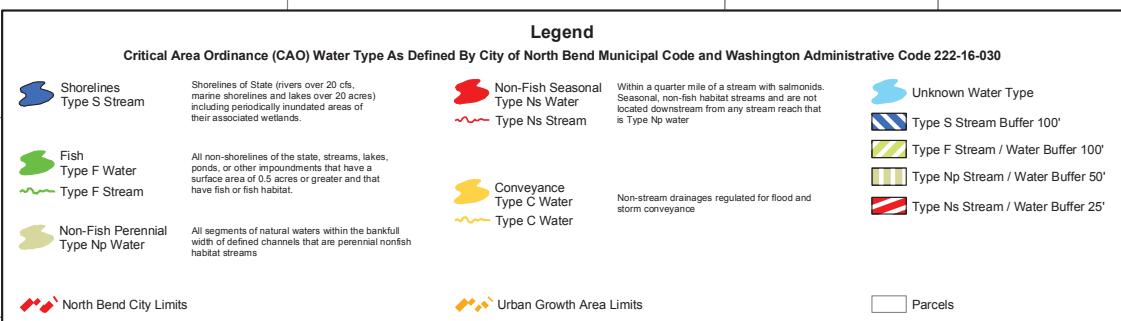


EXHIBIT F Council Packet August 2, 2022

North Bend Comprehensive Plan . Critical Areas Element



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: August 2, 2022	AB22-096
Ordinance Amending NBMC Section 10.12.010 Regarding Speed Limit Reductions to Boalch Avenue and East North Bend Way	Department/Committee/Individual	
Cost Impact: ~\$900 (signage)	Mayor Rob McFarland	
Fund Source: Street Operations	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Comm & Econ Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Ordinance**SUMMARY STATEMENT:**

The City of North Bend operates and maintains approximately 80 travel lane miles. The City desires to set reasonable speed limits that are efficient, functional, and safe. Speed limits are often based on adjacent land uses. For example, on residential streets, where there may be more pedestrians and the streets are narrower or curvier, the speed limits are typically less. In contrast, on streets that have longer intersection spacings, wider road shoulders, fewer parked vehicles, and/or less pedestrians nearby is when a street has a faster speed limit. AASHTO (American Association of State Highway and Transportation Officials) recommends agencies set speed limits within 5mph of the 85th percentile speed.

Speed limits are embedded in North Bend Municipal Code (NBMC), thus any changes to posted speed limits require City Council approval. At this time, City staff are recommending speed limit reductions to two arterials as described below, which are Boalch Avenue and East North Bend Way.

I. Boalch Avenue NW (Boalch): Boalch's 35mph posted speed limit in both directions was recently evaluated by City staff. City staff recommend Boalch speed limit be reduced from 35mph to 30mph on the south segment of Boalch in both directions. Reduction would occur from Gardner Creek Bridge to SR-202 intersection. Speed limit change would be less than 1 mile long.

This change is justified by the following reasons:

1. Encompass Early Learning Center is located immediately west of Boalch. There are children in the area. Sometimes, young kids exhibit more unpredictable behavior, thus a 30mph speed limit allows a driver to more quickly come to a complete stop than 35mph. Encompass's leadership is supportive of a Boalch speed limit reduction.
2. Recently constructed Snoqualmie Valley Athletic Association's sportsfields have a number of spectators including children. Having a slightly reduced speed limit creates a safer corridor. SVAA's leadership is supportive of a speed limit reduction.
3. Shoulder parking is present along some sections of Boalch. Typically, shoulder parking is not found adjacent to 35mph speed limit. Shoulder parking is provided more often when the speed limit 30mph or less.
4. The Meadowbrook area is transitioning from slightly rural to a little bit more commercial and more recreational, which brings more pedestrians.

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5. Boalch seems to have a high percentage of “on-street” bicyclists. Reducing the speed limit creates a safer environment for bicyclists.

II. East North Bend Way (NBW): There are several changes being proposed to NBW which are as follows:

- A. East of the 436th Avenue / NBW new roundabout, the posted speed limit is 50mph.

City staff strongly recommend NBW posted speed limit from the 436th Ave RAB east to the intersection with SE 140th Street be reduced from 50mph to 40mph.

- B. West of the 436th Ave RAB between 436th Avenue and Mt. Si Road, the posted speed limit is 40mph.

City staff recommend NBW posted speed limit from the RAB west to the intersection with 432nd (Mt. Si Road) be reduced from 40mph to 35mph.

- C. West of the Mt. Si Road intersection to the Cedar Falls Way RAB, the posted speed limit is 35mph.

City staff recommend the posted speed limit of NBW from Thrasher Avenue to the Cedar Falls Way RAB be reduced from 35mph to 30mph.

The proposed changes above are justified by the following reasons:

East of the NBW / 436th Avenue RAB to SE 140th Street:

1. Prior to the 436th Avenue RAB starting construction in 2020, the City’s then Transportation and Public Works Committee (TPW) recommended speed limit reductions following RAB construction or following occupancy of some of the Dahlgren multi-family units.
2. On the east side of the Dahlgren Site will be a new City park. This park, although not yet fully constructed and quite a bit separated from NBW travel lanes, will result in a safer environment to have a lower speed limit nearby.
3. One of the Dahlgren Project conditions was for the developer to install a mid-block crosswalk across NBW to benefit Snoqualmie Valley Trail (SVT) users. Currently, this crosswalk is nearly 100% constructed. Although the crosswalk includes rapid flashing beacons (RFBs), City staff are not supportive of an at-grade crosswalk with a 50mph speed limit. City staff strongly recommend the speed limit be reduced to 40mph, because it will shorten the stopping sight distance needed for a vehicle to safely stop in time.
4. With both SVT and Tanner Trail (TT) in direct proximity to NBW, the lowering of vehicle speeds (especially trucks) will result in a less noisy experience for pedestrians and improve quality of life for North Bend residents when using nearby SVT or TT. Vehicles driving at 50mph speed are noisier than at 40mph.

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West of the NBW / 436th Avenue RAB between 436th Ave and Cedar Falls Way RAB:

5. There is a higher average daily traffic (ADT) west of the 436th Avenue RAB than east of the RAB. This is primarily due to drivers wanting to visit downtown for goods and services. It's also attributable to >1,000 people who obtain access to their homes via Mt. Si Road.
6. Torguson Park entrance is located along this segment of NBW.
7. A retirement home complex (Red Oak) is located along this segment of NBW.
8. Several single-family residences with direct driveway access are located along this segment of NBW.

The proposed speed limit changes are shown in the attached Ordinance. City staff recommend approval of speed limit decreases on two arterials in the interest of public safety.

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

COMMITTEE REVIEW AND RECOMMENDATION: The Public Health and Safety (PHS) Committee reviewed this item at their June 14, 2022 meeting and recommended approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB22-096, an ordinance amending NBMC Section 10.12.010 regarding speed limits to Boalch Avenue and East North Bend Way, as a first and final reading.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 2, 2022		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, AMENDING NBMC 10.12.010 TO
REDUCE THE SPEED LIMITS ON SEGMENTS OF
BOALCH AVENUE AND SOUTHEAST NORTH BEND
WAY; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, North Bend Municipal Code (“NBMC”) Section 10.12.010 designates speed limits for the roads and streets within the City of North Bend (“City”); and

WHEREAS, the City desires to set reasonable speed limits that are efficient, functional, and safe; and

WHEREAS, the American Association of State Highway and Transportation Officials (“AASHTO”) recommends agencies set speed limits within five miles per hour of the 85th percentile speed; and

WHEREAS, the City has evaluated the current speed limits on segments of Boalch Avenue and Southeast North Bend Way and recommends certain speed reductions to enhance efficiency and safety of these roadways;

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

Section 1. North Bend Municipal Code 10.12.010 (Designated), Amended: North Bend Municipal Code Section 10.12.010 (Designated) is amended to read as follows:

10.12.010 Designated.

- A. Except where specifically posted to the contrary, the speed limit on all streets and roads within the city shall be 25 miles per hour.
- B. The speed limit on State Route 202 from milepost 28.28 to milepost 29.60 shall be 50 miles per hour.
- C. The speed limit on State Route 202 from milepost 29.60 to milepost 30.14 shall be 30 miles per hour.
- D. The speed limit on State Route 202 from milepost 30.14 to milepost 30.60 shall be 40 miles per hour.

E. The speed limit on Boalch Avenue Northwest shall be 35 miles per hour north of the Gardner Creek Bridge and 30 miles per hour south of the Gardner Creek Bridge.

F. The speed limit on Southeast North Bend Way from 468th Avenue SE to ~~436th Avenue SE SE 140th Street~~ shall be 50 miles per hour and from SE 140th Street to 436th Avenue SE shall be 40 miles per hour.

G. The speed limit on Southeast North Bend Way from 436th Avenue SE to 432nd Avenue shall be ~~40 miles per hour 35 miles per hour.~~

H. The speed limit on Southeast North Bend Way from 432nd Avenue SE to Thrasher Avenue Northeast shall be 35 miles per hour. The speed limit on SE North Bend Way from Thrasher Avenue NE to the Cedar Falls Way roundabout shall be 30 miles per hour.

I. The speed limit on North Bend Way from Ribary Creek Bridge to Northwest 8th Street shall be 40 miles per hour.

J. The speed limit on North Bend Way from Northwest 8th Street to the west city limit shall be 50 miles per hour.

K. The speed limit on Southeast Cedar Falls Way from 436th Avenue SE to Maloney Grove Avenue SE shall be 35 miles per hour.

L. The speed limit on 436th Avenue SE from SE 136th Street to North Bend Way shall be 40 miles per hour.

M. The speed limit on SE 140th Street from 468th Avenue SE to Southeast North Bend Way shall be 35 miles per hour.

N. The speed limit on 468th Avenue SE from I-90 to SE Middle Fork Road shall be 35 miles per hour.

O. The speed limit of SE Symmons Place shall be 20 miles per hour.

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 2ND DAY OF
AUGUST, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: August 2, 2022	AB22-097
Resolution Regarding the Allocation of Future Water Connections and Recommending Adoption of a Related Ordinance	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Cost Impact: \$0		
Fund Source: N/A		
Timeline: Ordinance would follow		
Attachments: Resolution, Exhibit A (Water Reallocation Map)		

SUMMARY STATEMENT:

The City's Centennial Well permit includes terms regarding mitigation water in order to support instream flows in the Snoqualmie River watershed. Although mitigation water supply is currently available to the City, the City is taking proactive steps to ensure the availability of mitigation water and as needed far into the future. In furtherance of that goal, City administration is recommending the adoption of this Resolution, and a subsequent confirming Ordinance, intended to assure the reallocation and prioritization of future water supply and connections until the City is satisfied with its mitigation water supply.

Water mitigation is when the City conveys spring water or groundwater to the Snoqualmie River watershed, when the Snoqualmie River is running at low flows and if other certain conditions are met. The City is doing an excellent job of preserving the downstream environment associated with the Snoqualmie River and it could be arguably said the City is providing more positive change for the Snoqualmie River than any other water purveyor in the Snoqualmie River watershed. Planning for the future, the City is pro-actively considering all effects including that of climate change as part of its water rights. Because of a potential future mitigation water supply limitation in the months of October or November that could be caused by a preceding low snowpack winter and preceding drought like summer, the City continues to evaluate possible long-term solutions. One short-term solution is to reallocate future water connections and supply to prioritize properties inside North Bend Limits.

This Resolution reallocates and prioritizes new water connections first to properties located within the City Limits, and limits new water connections to properties located outside City Limits, but within the UGA and the City's water service area. Attached is a color-coded map that shows where reallocation of water supply and connections would occur.

One benefit of this Resolution and subsequent Ordinance is that it would allow property development, particularly commercial development, to occur along North Bend Way. Alpine Crossing, a proposed mixed-use project currently located in Sallal Water Association's (Sallal) Water Service Area, was denied water supply by Sallal earlier in 2022. More recently in June 2022, Sallal declared a full emergency water moratorium, which means no new water connections will be issued for an indefinite period within Sallal's water service area.

The proposal for water reallocation has been brought forward to both WA State Department of Health (DOH) planning staff and the King County Utilities Technical Review Committee (UTRC) Chair and both are supporting this water reallocation proposal.

In conclusion, City staff recommends approval of this Resolution. If this Resolution is supported, then a subsequent Ordinance would be brought forward at a later date.

City Council Agenda Bill

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 July 26, 2022 meeting and was recommended for approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **Motion to approve AB22-097, a resolution regarding the allocation of future water connections and recommending the adoption of a related ordinance, in a form and content approved by the City Attorney.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 2, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, APPROVING THE REALLOCATION AND PRIORITIZATION OF NEW WATER SERVICE CONNECTIONS TO FIRST SERVE DEVELOPMENT PROJECTS WITHIN THE CITY LIMITS AND OTHERWISE WITHIN THE CITY'S WATER SERVICE AREA

WHEREAS, two public water systems currently provide water service to properties inside North Bend's municipal boundary ("City Limits") -- the water purveyor on the City's west side is the City of North Bend ("City"), and the water purveyor on the City's east side is Sallal Water Association ("Sallal"), a private non-profit association; and

WHEREAS, the City and Sallal each serve approximately 2,000 water customers, including water customers located both inside the City Limits and outside the City Limits in an unincorporated area of King County; and

WHEREAS, both the City and Sallal have separate Water Service Areas ("WSAs") as mapped in their individual City and Sallal Water System Plans ("WSPs") and which were approved separately by Washington State Department of Ecology, King County Utilities Technical Review Committee ("UTRC"), King County Council, and Washington State Department of Health ("DOH") during late 2020 and early 2021; and

WHEREAS, the City and Sallal both have a statutory duty to serve properties within their respective WSAs to the extent that each has the capacity to do so. The City's statutory duty to serve is enhanced for properties within the City Limits, as opposed to properties outside the City Limits but within the City's WSA, due to the City's full regulatory authority over properties within the City Limits; and

WHEREAS, the City's Mission Statement as adopted by the City Council includes the goal of constructing and maintaining essential infrastructure to serve its citizens, including the water system; and

WHEREAS, the City has sufficient water supply to serve its WSA, including areas both within the City Limits and outside the City Limits; and

WHEREAS, Sallal's WSA includes a substantial portion of the City's east side, including significant undeveloped commercial properties. Development of those commercial properties is a priority of the City, and remains critical to the City's economic development; and

WHEREAS, for the past several years, Sallal has proven to be incapable of serving water to those key commercial properties that lie within the eastern City Limits. Specifically, Sallal was unable to serve water: (A) in 2017, to a 218-unit residential project located north of North Bend Way (“Dahlgren Project”); (B) in 2019, to a “project of Statewide Importance” to serve the Washington National Guard located west of 468th Avenue and north of North Bend Way (“National Guard Project”); and (C) in 2022, to the proposed Alpine Crossing mixed-use (commercial and residential) project located between I-90 and North Bend Way (“Alpine Crossing Project”); and

WHEREAS, given Sallal’s demonstrated inability to satisfy its statutory duty to supply water to those commercial properties within the City Limits but also within the Sallal WSA, the City’s 2021 WSP reflects approval from multiple Washington State and King County agencies to supply water to the Dahlgren Project and the National Guard Project. The City is now providing water to the Dahlgren Project. The City is now preparing engineering plans for City water facilities to serve the National Guard Project. The City is now taking steps to serve City water to the Alpine Crossing Project; and

WHEREAS, due to Sallal’s own actions, the City Council has no basis to reasonably believe that Sallal will be able to cure its inability to provide water service to commercial and other properties within that portion of its WSA that lies within the City Limits. In particular, the Sallal Board of Directors in June 2022 imposed an emergency moratorium prohibiting any new water connections in its WSA, including new water connections inside the City Limits. Sallal indicated that the moratorium will last at least six months, but has also publicly announced that Sallal may “make the moratorium permanent until additional water rights are obtained;” and

WHEREAS, given Sallal’s demonstrated inability to currently serve water to properties within the City Limits, its indefinite moratorium, and the expensive multi-year process that Sallal must complete in order to obtain Department of Ecology approval for Sallal’s stated solution of obtaining “additional water rights,” the City Council must now take additional steps to satisfy its statutory duty to serve, and to ensure the supply of water sufficient to serve the Alpine Crossing Project and all other properties inside the City Limits that now lack access to water due to Sallal’s demonstrated inability to serve those properties; and

WHEREAS, for the past several years, well before Sallal imposed the current moratorium on new water connections, the City has repeatedly offered to execute a Water Supply Agreement with Sallal that would provide Sallal with more than sufficient additional water supply to serve its entire WSA, including the commercial properties located within the eastern portion of the City Limits; and

WHEREAS, Sallal has declined to enter into the proposed Water Supply Agreement. If Sallal would enter into the Agreement, this Resolution and subsequent City actions would be unnecessary; and

WHEREAS, the City Council must exercise its regulatory authority to protect the public health, safety, and welfare by taking actions to prioritize water availability for projects

within the City Limits until adequate water capacity is available to supply development projects in the City's WSA but located outside the City Limits;

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

Section 1. City Council Findings and Statement of City Council Policy. The City Council incorporates the above "Whereas" clauses as its findings. Based on these findings, the City Council accordingly declares:

- (A) The City will give priority to new water connections that serve property within the City Limits, whether within North Bend's WSA or Sallal's WSA;
- (B) For projects outside the City Limits but within the City's WSA, the City will provide a water connection equivalent to one Equivalent Residential Unit (ERU) for each existing tax parcel;
- (C) The City will not provide water connections to projects outside of the City Limits but within Sallal's WSA; and
- (D) The Mayor is requested to prepare an ordinance for City Council consideration and action adopting this statement of City Council policy.

Section 2. If a mutually acceptable Water Supply Agreement between the City and Sallal is executed in the future, or an otherwise mutually acceptable resolution is reached between Sallal and the City, then this Resolution and any related implementing Ordinance may be evaluated by the City Council for repeal or amendment, as the Council deems appropriate.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF AUGUST, 2022.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

Effective:
Posted:

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk

