



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, October 4, 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: [October 4, 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: 890 4662 8950

Password: 287837

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

CITY COUNCIL MEETING

October 4, 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	Special Council Workstudy of September 20, 2022 & City Council Meeting of September 20, 2022	1
2) Payroll	September 20, 2022 – 28542 through 28547, in the amount of \$249,010.15	
3) Checks	September 20, 2022 – 72946 through 72956, in the amount of \$1,056,524.78	
	October 4, 2022 – 72957 through 73054, in the amount of \$681,046.91	
4) AB22-115	Motion – Authorizing Contract with PH Consulting RE NB Way/Mt Si Road Roundabout	Mr. Rigos 9
5) AB22-116	Motion – Authorizing Amendment No. 1 with PH Consulting	Mr. Rigos 19
6) AB22-117	Motion – Authorizing Purchase of Radar Board Sign	Mr. Rigos 25
7) AB22-118	Motion – Authorizing Purchase of Electric Vehicles	Mr. Rigos 29
8) AB22-119	Motion – Authorizing Contracts with Otak, Inc.	Ms. Deming 57
9) AB22-120	Motion – Authorizing CO #1 & #7 with WA State DES for WWTP HPI Phase II Project	Mr. Rigos 95
10) AB22-121	Motion – Authorizing Contract with Terra Property Analytics, LLC	Mr. Rigos 103



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

INTRODUCTIONS:

11) AB22-122 Public Hearing, Ordinance – Amending Taxes, Rates & Fees Ms. Deming 111
Schedule RE School Impact Fees

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

ADJOURNMENT:

CITY OF NORTH BEND
CITY COUNCIL
SPECIAL WORKSTUDY NOTES
September 20, 2022 – 6:30 p.m.

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

Mayor Pro Tem Rosen called the meeting to order at 6:30 p.m.

Councilmembers Brenden Elwood, Alan Gothelf, Mark Joselyn, Heather Koellen, Ross Loudenback, and Jonathan Rosen were present. Councilmember Miller arrived at 6:38 p.m.

Staff Present: City Administrator David Miller, City Attorney Mike Kenyon, Deputy City Administrator/Public Works Director Mark Rigos and Community & Economic Development Director Rebecca Deming.

Executive Session

Mayor Pro Tem Rosen recessed the Special Workstudy for an Executive Session at 6:31 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i). No action would be taken as a result of the executive session, which was expected to last 30 minutes.

The workstudy reconvened at 6:55 p.m.

Adjournment

The workstudy closed at 6:55 p.m.

ATTEST:

Jonathan Rosen, Mayor Pro Tem

Susie Oppedal, City Clerk

NORTH BEND CITY COUNCIL MINUTES

September 20, 2022

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

CALL TO ORDER, ROLL CALL:

Mayor Pro Tem Rosen called the regular meeting to order at 7:00 p.m.

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

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood, remand to Workstudy Item #15 – AB22-111 – Ordinance Amending Ordinance 1740 Regarding Addendum 1 to the Water System Plan. The motion **PASSED** 7-0.

CONSENT AGENDA:

Minutes – City Council Meeting of August 16, 2022

Payroll – **August 19, 2022** – 28530 through 28535, in the amount of **\$255,193.47**

September 2, 2022 – 28536 through 28541, in the amount of **\$340,205.20**

Checks – **September 6, 2022** – 72818 through 72945, in the amount of **\$1,349,109.04**

AB22-102 – Motion Authorizing ILA with KCFCD RE Silver Creek Culvert Project

AB22-103 – Resolution 2036 Awarding SW 10th Street Culvert Project to Fury Site Works

AB22-104 – Resolution 2037 Awarding Ribary Creek Sediment Pond Project to Fury Site Works

AB22-105 – Motion Authorizing CO #1 with Fury Site Works for 2nd Street Project

AB22-106 – Motion Authorizing CO #1 with RW Scott for NB Way Sidewalk Project

AB22-107 – Resolution 2038 Authorizing DEA with Vector Development RE Alpental Logistics Project

AB22-108 – Motion Approving 2023-2024 Budget Calendar

AB22-109 – Motion Authorizing Contract Amendment with ETC

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

CITIZEN'S COMMENTS:

Michael Thomas, 1231 LaForest Drive SE, thanked Council for removing Item #15 – AB22-111 – Ordinance Amending Ordinance 1740 Regarding Addendum 1 to the Water System Plan from the agenda and expressed concern about the height of the proposed water tower, the proposed purchase of Sallal Water Association and water management/rights related issues.

DRAFT

Kevin Brewster, 428 Orchard Ave. NE, noted he was not in favor of a large water tower that would impinge upon area views. He also commented he was not in favor of spending taxpayer dollars on purchasing Sallal Water Association and prior to moving forward with this item that it be brought before voters for consideration.

Dutch Siedentopf, 46226 SE 139th Place, recommended the City conduct a pollution and environmental study in the Truck Town area prior to installation of the proposed National Guard Facility. He discussed data related to truck volumes and diesel exhaust and expressed concern the City was considering a project that could increase diesel exhaust in the area.

Jean Buckner, 46226 SE 139th Place, Friends of the Snoqualmie Valley Trail and River, requested the City fix the issues participants have with the Zoom meeting platform and asked Council to review questions and comments she submitted relating to the status and liability of the City's Water System Plan. Additionally, she mentioned Growth Management Targets, Wastewater Treatment Plant upgrades and environmental assessments.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**Introduction – Administrative Services Director Lisa Escobar****Audio: 17:20**

Mayor Pro Tem Rosen introduced incoming Administrative Services Director Lisa Escobar whose first day with the City was September 6, 2022.

AB22-110 – Appointment to Parks Commission – Youth Position**Audio: 21:13**

Mayor Pro Tem Rosen reported that Mayor McFarland recommended the appointment of Paige Robbins to Youth Position No. 5 on the Parks Commission.

Councilmember Miller **MOVED**, seconded by Councilmember Gothelf to approve AB22-110, confirming the appointment of Paige Robbins to Youth Member Position No. 5 on the Parks Commission, term expiring August 31, 2023. The motion **PASSED** 7-0.

Presentation – Salary Commission Report**Audio: 28:18**

City Attorney Marshall and City Administrator Miller provided the staff report.

Mayor Pro Tem Rosen introduced Salary Commissioners Barrett, Tremolada and Wilson. Salary Commissioner Barrett provided a presentation on the Salary Commission's August 23, 2022 Report which contained the following:

The Commission unanimously approved the following changes to the Mayor and City Council Compensation, effective January 1, 2023.

DRAFT

Of Note: **Base salary** includes regularly scheduled council meetings, special council meetings, public hearings, and council workshops.

Mayor's base salary shall be increased to \$4000 per month from \$3000 per month.

In addition to the base salary, the Mayor will be paid:

Regional Meetings: \$100 each

Non-Regional Meetings: \$75 each

Meeting expense reimbursement to be capped at a maximum of 10 meetings per month.

Councilmembers Base Salary shall be increased to \$550 per month from \$500 per month.

In addition to the base salary, Councilmembers will be paid:

Regional Meetings: \$100 each

Non-Regional Meetings: \$75 each

Meeting expense reimbursement to be capped at a maximum of 6 meetings per month.

We have submitted a comprehensive list of sanctioned Regional Meetings that will be available to all in the minutes from this Council Meeting.

Regional Meetings include (but not limited to):

- Sound Cities Association (SCA)*
- Association of Washington Cities (AWC)*
- Puget Sound Regional Council (PSRC)
- Snoqualmie Valley Governments Association (SVGA)
- Eastside Fire & Rescue (EFR)
- King County Affordable Housing Task Force
- King County Flood Control Advisory Committee
- SCA Public Issues Committee
- SCA Joint Recommendations Committee
- Land Conservation Advisory Group
- Snoqualmie Valley Watershed Forum (WRIA)
- Eastside Transportation Partnership (ETP)
- Meadowbrook Farm Preservation Association
- National League of Cities (NLC)
- Meetings in Olympia (that address City of North Bend issues with legislature, governor, state departments or boards)
- Meetings not enumerated in this list where the Mayor or Councilmember is appointed or elected to attend by the Mayor, City Council, King County Executive, SVGA or SCA, King County Council, the Governor, or State Legislature, if the reason for the appointment was because of the individual's status as an elected official and the meeting purpose will advance the City of North Bend's interests either regionally or locally.

DRAFT

- Meetings with King County (personnel or elected officials)

Non-regional meetings include committee meetings and other city related task force or associations that the Councilmember has been appointed to or requested to attend.

EXCLUDED are attendance at political functions, fundraising &/or social events, regularly scheduled community events, ribbon cuttings, and State of the City presentations to other organizations.

For **reimbursement** purposes:

- Meetings lasting **less than 4 hours** will be counted as one meeting
- Meetings lasting **over 4 hours** will be counted as two meetings.
- Travel to and from is not included in meeting time.
- The Mayor and the Council will continue to be reimbursed for mileage to and from meetings as per North Bend Municipal Code 3.36.

COMMISSION AND COMMITTEE REPORTS:**Planning Commission**

A report of the September 8th meeting was provided.

Parks Commission

No report. The August 24th meeting was cancelled.

Economic Development Commission

A report of the August 30th meeting was provided.

Community & Economic Development Committee – Councilmember Miller, Chair

A report of the September 20th meeting was provided.

Finance & Administration Committee – Councilmember Elwood, Chair

A report of September 6th meeting was provided.

Public Health & Safety Committee – Councilmember Koellen, Chair

A report of September 13th meeting was provided.

Transportation & Public Works Committee – Councilmember Loudenback, Chair

A report of the August 23rd meeting was provided.

Council Workstudy – Mayor Pro Tem Rosen

No report. The August 23rd Workstudy was cancelled.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf

A report of the September 8th meeting was provided.

DRAFT

Sound Cities Association Public Issues Committee – Councilmember Loudenback
A report of the September 14th meeting was provided.

Sound Cities Association Board of Health – Councilmember Koellen
A report of the September 15th meeting was provided.

INTRODUCTIONS:

AB22-112 – Ordinance 1782 Reallocation of Future Water Connections **Audio: 45:20**

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

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Councilmember Loudenback **MOVED**, seconded by Councilmember Gothelf to approve AB22-112, an ordinance regarding the reallocation of future water connections, as a first and final reading. The motion **PASSED** 7-0.

AB22-113 – Motion Authorizing Contract with Site Workshop RE WH Taylor & Riverfront Park **Audio: 53:06**

Senior Planner McCarty provided the staff report.

Councilmember Miller **MOVED**, seconded by Councilmember Gothelf to approve AB22-113, authorizing a contract with Site Workshop for the William H. Taylor Park and Riverfront Park Design Project, in a form and content approved by the City Attorney, in an amount not to exceed \$250,000. The motion **PASSED** 7-0.

AB22-114 – Motion Authorizing Contract with G&O RE Meadowbrook Sewer Utility Local Improvement District **Audio: 1:01:34**

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

Councilmember Loudenback **MOVED**, seconded by Councilmember Miller to approve AB22-114, authorizing an engineering services contract with Gray and Osborne for the Meadowbrook Sewer ULID, in a form and content approved by the City Attorney, in an amount not to exceed \$1,053,700. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Gothelf mentioned the shortened daylight hours and reminded all traveling on City streets to pay attention to pedestrians using crosswalks.

DRAFT

Councilmember Koellen reported omicron specific COVID-19 booster shots were now available at Snoqualmie Valley Hospital for those interested and mentioned the new school year had started for students.

Councilmember Elwood welcomed Administrative Services Director Escobar to the City and thanked Ms. Robbins for volunteering her time to serve as Youth Position No. 5 on the Parks Commission.

Councilmember Joselyn commented on the new sidewalk near Rio Bravo restaurant and sidewalk improvements near North Bend Theater and thanked Public Works for all of their hard work on the projects.

Councilmember Miller requested input from residents and businesses on the recent Sip, Suds and Si event and noted the Blues Walk was scheduled for Saturday, September 24th from 6 p.m. to Midnight in Downtown North Bend.

Councilmember Loudenback echoed fellow Councilmember's comments regarding events that support local businesses and traveling safely in areas frequented by pedestrians.

City Administrator Miller thanked Mayor Pro Tem Rosen for chairing tonight's meeting and thanked Council for all of their hard work.

Mayor Pro Tem Rosen spoke regarding the following items:

- October 1st Deadline for City's Parks Survey
- Blues Walk Event – September 24th 6 p.m. – Midnight in Downtown North Bend
- Business & Solicitors Licenses Required within City Limits

ADJOURNMENT:

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

The meeting adjourned at 8:14 p.m.

ATTEST:

Jonathan Rosen, Mayor Pro Tem

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: October 4, 2022	AB22-115
Motion Authorizing a Contract with PH Consulting, LLC for the North Bend Way / Mt Si Road Transportation Capital Project (Roundabout)	Department/Committee/Individual	
Cost Impact: \$40,695 NTE	Mayor Rob McFarland	
Fund Source: TIF	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Exhibit A - PH Scope, Exhibit B - PH Fee, Exhibit C - Axis Scope and Fee

SUMMARY STATEMENT:

The priority of a roundabout at Mt. Si Road / East North Bend Way (NBW) has been rising in recent City of North Bend 6-year Transportation Improvement Plans (TIPs), in part because the City has completed quite a few transportation capital projects in recent years. A second reason this project is rising in the TIPs is due to the popularity of the new Teneriffe Trailhead parking lot, when combined with the many visitors who drive to Little Si and Mt Si trailheads and King County's Trailhead Director bus route, exacerbate travel conditions on a sole access corridor. Third, there are hundreds of existing homes off of Mt. Si Road which is a sole access road. Fourth, in the past decade, the number of vehicles driving NBW has increased. Those factors have resulted in an increased queue time to turn left (east) onto NBW. The roundabout will result in a better functioning intersection and create a pedestrian corridor to cross North Bend Way.

This intersection is designed to be a 4-leg roundabout and will improve level of service for Mt. Si Road users. In the TIP, this is named Project T-020. In order to get a head start on this project, City staff want to determine precise right-of-way acquisitions in order to move into final design and construction, as sometimes this process can take substantial time.

City staff has selected PH Consulting, LLC (PH) to perform this work. PH services include a topographical survey, conceptual roundabout layout design, and legal description and exhibit preparation for two properties. This work is scheduled to be completed in December 2022.

Funding for the design portion of this project comes from Transportation Impact Fees (TIF).

City staff recommends moving forward with PH for the attached work scope and fee.

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 during their September 27, 2022 meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-115, authorizing a contract with PH Consulting, LLC for the North Bend Way / Mt Si Road Roundabout Transportation Capital Project, in a form and content approved by the City Attorney, in an amount not to exceed \$40,695.**

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 4, 2022		

SCOPE OF WORK

Project Name: North Bend Way & Mt Si Road Conceptual Roundabout Design
Client: City of North Bend
Date: August 2, 2022

Introduction

PH Consulting (“PH”) will provide conceptual design services for a proposed roundabout (“RAB”) at the existing North Bend Way and Mt Si Road Intersection. The PH team’s conceptual RAB design phase will include topographic survey and base mapping, determination of right-of-way (“ROW”) and easement/acquisition needs, coordination with the City, and preliminary layout of a one-lane roundabout. Further services, including design PS&E, permitting, outreach, grant support, and property owner coordination are not included.

Task Summary

Task 001	Project Management
Task 002	Survey & Base Mapping
Task 003	Legal Description Preparation
Task 004	Conceptual RAB Layout
Task 005	Management Reserve
Expenses	

Preliminary Project Schedule

Our Team shall begin work immediately upon receipt of Notice to Proceed and progress according to the attached Project Schedule. Key dates include:

Notice to Proceed (“NTP”)	September 2022
Topo Survey	October 2022
Conceptual RAB Design	October/November 2022

Scope of Work

PH's scope of work for the project is outlined as follows.

Task 001 Project Management

This task is for general project coordination, project monitoring, reporting, monthly invoicing, and meetings on the project, including plan review/discussion meetings, in-house quality assurance. This task also includes coordination with WSDOT Real Estate Services Group, and management of subconsultants.

Anticipated meetings include virtual meetings as needed between the Project Manager and the City with attendance by other team members as necessary.

ASSUMPTIONS & EXCLUSIONS

- Community Outreach & Property Owner discussions are not included in this scope and fee proposal.

Task 002 Survey & Base Mapping

This task will be exclusively for Axis Survey and Mapping ("Axis") and any PH coordination time is included in Task 001 above. Axis' scope is included as Exhibit C attached to this proposal.

Task 003 Legal Description Preparation

This task will be exclusively for Axis to assist with a legal description and exhibits for two properties adjacent to the proposed RAB. Axis' scope is included as Exhibit C attached to this proposal.

Task 004 Conceptual RAB Layout

This task is for preparation of a conceptual RAB layout at the subject intersection including recommended locations for rolled curb, excess pavement for trucks if necessary, landscape strips, pedestrian sidewalks, and bicycle accommodations for the intersection. The conceptual plan will be developed to the level where confident property acquisition discussions can be had with the adjacent properties on the North side of North Bend Way.

Task 005 Management Reserve

This task provides for unanticipated services deemed to be necessary during the Project that are not specifically identified in the scope of work tasks defined above. Funds in this task are not to be used unless explicitly authorized by the City. Fee estimate is based on ±5% of authorized Tasks.

Expenses

This task provides for reimbursement associated with mileage, meetings, plots, and site visits throughout the course of the project.

General Assumptions and Notes

- Scope and fees outlined above are based on the following:
 - a. Initial exhibit prepared by PH in March 2022
 - b. Discussions with the City in July 2022.
 - c. Map books and as-builts provided by the City in July 2022.
- The City will provide available information, including last traffic data collection, construction drawings for the recently constructed Park Street and Dahlgren RAB's, and any additional available roadway and utility information.
- The following items are not included in this this scope of work:
 - a. Design PS&E
 - b. Environmental permitting, structural engineering plans, geotechnical services.
 - c. ROW services beyond legal description and associated exhibit
 - d. Storm drainage detention, water quality, or conveyance design or analysis.
- PH will not pay any agency or easement fees on behalf of the City.
- Fees incurred due to reimbursable expenses such as large format copies (larger than legal size), mileage, and plots will be billed the **Expenses** task.
- Time and expense items are based on our Team's current hourly rates.
- PH reserves the right to move funds between approved Tasks as necessary based on approved scope of work provided the overall budget of Tasks is not exceeded. The City's Project Manager will be notified if funds are shifted.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.

Project Name: North Bend Way Mt Si Road Conceptual Roundabout Design

City of North Bend

PH Consulting Staff Category	Hours	Rate	Cost
Principal	34	\$ 215.00	\$ 7,310.00
Senior Project Manager	36	\$ 205.00	\$ 7,380.00
Senior Traffic Engineer	0	\$ 185.00	\$ -
CAD Designer II	44	\$ 135.00	\$ 5,940.00
Associate Engineer	8	\$ 125.00	\$ 1,000.00
Office Administrator	4	\$ 110.00	\$ 440.00
Total Hours	126		\$ 22,070.00
Direct Salary Cost			\$ 22,070.00
Direct Expenses	Unit	Cost	Total
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Utility Locator	1	\$ -	\$ -
Title Reports	1	\$ -	\$ -
2022 Mileage Rates	200	\$ 0.625	\$ 125.00
Sub-Total Direct Expenses			\$ 125.00
Subconsultants	Fee	Markup	Total
Axis Survey & Mapping	\$ 12,500.00	\$ 1,250.00	\$ 13,750.00
Axis Survey & Mapping	\$ 2,500.00	\$ 250.00	\$ 2,750.00
Sub-Total Subconsultants			\$ 16,500.00
Sub-Total Project Fee Estimate			\$ 38,695.00
Management Reserve (~5%)			\$ 2,000.00
Total Fee			\$ 40,695.00

Project Name: North Bend Way Mt Si Road Conceptual Roundabout Design

City of North Bend

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	CAD Designer II	Associate Engineer	Office Administrator	Sub-Consultants/ Reserve	Total
	Hourly Rate	\$ 215.00	\$ 205.00	\$ 185.00	\$ 135.00	\$ 125.00	\$ 110.00		
001	PROJECT MANAGEMENT								
	Project Coordination		16						16
	Project Monitoring & Invoicing		2				4		6
	Project Team Meetings	2	2						4
	Subconsultant Management		4						4
	WSDOT Real Estate Services Coordination	12							12
	Task 1.0 Total Hours	14	24	0	0	0	4		42
	Subtotal Task 1.0	\$ 3,010.00	\$ 4,920.00	\$ -	\$ -	\$ -	\$ 440.00	\$ -	\$ 8,370.00
002	SURVEY & BASE MAPPING								
	Axis Survey & Mapping								\$ 12,500.00
	Markup (10%)								\$ 1,250.00
	Task 2.0 Total Hours	0	0	0	0	0	0		0
	Subtotal Task 2.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,750.00
003	LEGAL DESCRIPTION PREPARATION								
	Axis Survey & Mapping								\$ 2,500.00
	Markup (10%)								\$ 250.00
	Task 3.0 Total Hours	0	0	0	0	0	0		0
	Subtotal Task 3.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,750.00
004	CONCEPTUAL RAB DESIGN								
	Background Research and Layout	16	8	0	32	8			64
	Revisions per City	4	4	0	12				20
	Task 4.0 Total Hours	20	12	0	44	8	0		84
	Subtotal Task 4.0	\$ 4,300.00	\$ 2,460.00	\$ -	\$ 5,940.00	\$ 1,000.00	\$ -	\$ -	\$ 13,700.00
005	MANAGEMENT RESERVE								
	~5% of Tasks 1-4								\$ 2,000.00
	Task 11.0 Total Hours	0	0	0	0	0	0		\$ -
	Subtotal Task 11.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
	EXPENSES								
	Mileage								\$ 125.00
									\$ 125.00
	PH TOTAL HOURS	34	36	0	44	8	4	0	126
	TOTAL ALL TASKS	\$ 7,310.00	\$ 7,380.00	\$ -	\$ 5,940.00	\$ 1,000.00	\$ 440.00	\$ 18,625.00	\$ 40,695.00

EXHIBIT C
AXIS' Maloney Grove Ave – Survey Scope and Fee

Scope of Work – Additional Services

The Project area generally includes mapping for roadway and pedestrian improvements at the following site:

- SE North Bend Way 350 feet NW and SE from the intersection with SE Mt Si Road, and 250 feet NE and South along SE Mt Si Road and Stilson Ave SE.

Task 001- SURVEY & BASE MAPPING..... Fixed Fee: \$12,500

Axis Survey and Mapping will prepare base mapping for the overlay areas specified in the Project Description above. AutoCAD drawings will be prepared at a scale of 1"=20'. Services will include the following:

- Control survey in NAD 83/91 Horizontal Datum, with all elevations derived from and checked to NAVD 88 Vertical Datum.
- Boundary and right of way delineation for Parcel Numbers 1523089083, 1523089095, and 1523089022 based upon current title reports and best available evidence.
- Delineate additional parcel lines within above-described area as available from recorded plats and public records further compared to City of North Bend and King County Parcel GIS lines.
- Ground elevations within mapping limits on an approximate 50' grid plus elevations along obvious topographic breaks.
- Show and dimension located topographic features and contours at 2' intervals.
- Location and elevation of the following infrastructure improvements:
 - Asphalt, curbing, sidewalks, and other surface improvements
 - Catch basins, culverts, sewer manholes, fire hydrants and other utilities which are observable from surface exploration
- Set 3 elevation benchmarks within the project area.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Contract with and coordinate services of private utility locate company APS to ascertain conductible underground utility locations. The cost of this service is included herein (\$1,000).
- Show known utilities and septic systems as provided by City of North Bend, research of available utility as-built records and as located by utility locators.

Fixed Fee: \$12,500

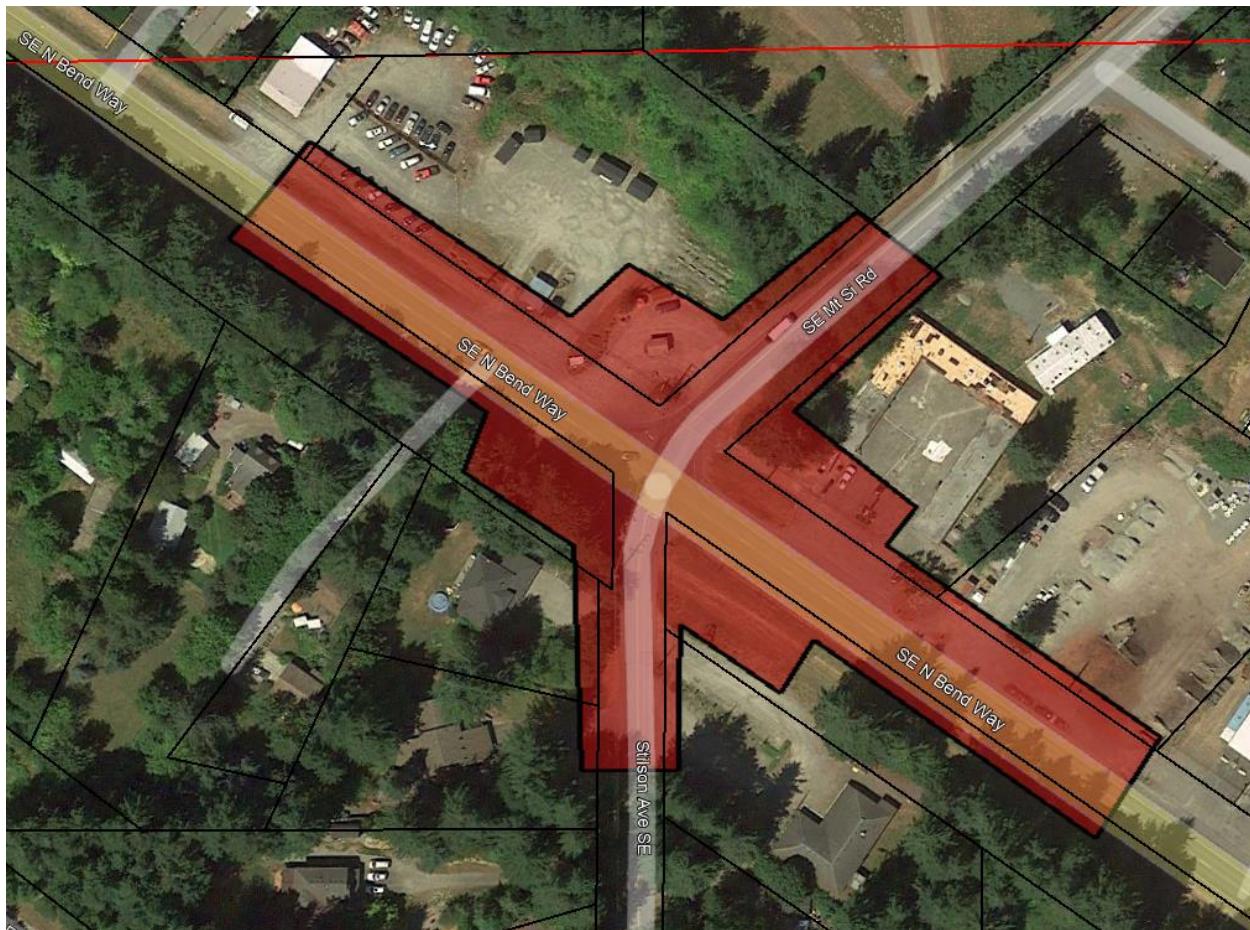
Task 002 – LEGAL DESCRIPTION PREPARATION..... Fixed Fee: \$2,500

Axis Survey and Mapping will prepare Legal Description and Exhibit for Right of Way dedications for portions of the property adjacent to the project area. Services will include the following:

- Prepare 2 written legal descriptions of proposed Right of Way dedications.
- Exhibit preparation.

Fixed Fee: \$2,500

EXHIBIT C
AXIS' Maloney Grove Ave – Mapping Limits





City Council Agenda Bill

SUBJECT:	Agenda Date: October 4, 2022	AB22-116
Motion Authorizing Amendment No. 1 to Contract with PH Consulting, LLC for Maloney Grove Avenue – Cedar Falls Way Intersection Improvement Project	Department/Committee/Individual	
Cost Impact: \$9,485 NTE	Mayor Rob McFarland	
Fund Source: General Fund: City Council Approved \$250k Decision Card for Sidewalk Gaps Project	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments: Scope and Fee		
SUMMARY STATEMENT:		
There is an increasing number of pedestrians who walk north and south along Maloney Grove Avenue (MGA). Immediately south of the Cedar Falls Way (CFW) intersection with MGA, there have been concerns raised by citizens and City Council about pedestrian safety. In the existing condition, MGA narrows in the northbound direction near the intersection and there is a sidewalk gap on one side of MGA and no sidewalks on the other side of MGA. During the “decision card” process in late 2021, City Council allocated \$250,000 towards sidewalk gap removal projects. In November 2021, City staff brought four suggested projects to the Transportation and Public Works (TPW) Committee for review. This MGA sidewalk project was rated the highest of four projects by staff and TPW. TPW requested that staff move forward with the engineering design.		
This project extends sidewalk north along the east side of MGA from the fairly recently constructed East Grove subdivision, where the new sidewalk terminates, north to the intersection of CFW. It also may include crosswalks along the south side of the MGA / CFW intersection and across CFW east of the intersection. ADA compliant curb ramps will be installed. Across CFW, since it is not stop sign or yield sign controlled, Rectangular Rapid Flashing Beacons (RRFBs) will be installed in either direction.		
In May 2022, City staff selected PH Consulting, LLC (PH) to provide plans, specs, and estimates (PS&E) for this project. PH services included topographic survey, right-of-way services, utility coordination, and 30%, 90%, and Final PS&E.		
Design is currently at 90% completion and staff have been running into some utility issues with Puget Sound Energy (PSE) that require more time and effort by PH to finish this project. Attached is a work scope and fee for this additional work which includes more coordination and design effort to deal with PSE and the other overhead utilities.		
Funding for the amendment would come from the \$250,000 general fund allocation that was approved during the 2021 Decision Card process and subsequent budget.		
City staff recommends moving forward with PH for the attached work scope and fee.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		

City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee during their September 27, 2022 meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-116, authorizing Amendment No. 1 to contract with PH Consulting, LLC for the Maloney Grove Avenue – Cedar Fall Way Intersection Improvement Project, in a form and content approved by the City Attorney, in an amount not to exceed \$9,485.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 4, 2022		

SCOPE AMENDMENT

Project Name: Maloney Grove / Cedar Falls Way Intersection Improvements
Client: City of North Bend
Date: September 9, 2022

Introduction

PH Consulting (“PH”) has been providing professional engineering services for safety improvements at the existing Maloney Grove and Cedar Falls Way Intersection, including topographic survey and base mapping, determination of right-of-way (“ROW”) and easement/acquisition needs, coordination with the City, coordination with utilities, and preparation of plans, specifications, and estimates (“PS&E”).

This proposed scope amendment is requesting additional fee due to additional PSE and franchise utility coordination and as well as completing the Final Design Bid Documents.

Task Summary

Task 009 Additional Utility Coordination
Task 010 Bid Documents

Scope of Work

PH's scope of work for the project is outlined as follows.

Task 009 Additional Utility Coordination

This task is for continued utility coordination with PSE and other dry utility purveyors for power pole relocation and undergrounding. This includes contacting the utilities, determining the cost and timing to underground the utilities, and working as the liaison between the utility purveyor and the City based on franchise agreements in place.

Task 010 Bid Documents

PH will complete Bid-ready Contract Documents upon receipt of comments from the City on previously submitted PS&E

DELIVERABLES

- Bid Document plans will be provided electronically as PDFs
- Bid Document specifications will be provided electronically as PDF and in MS Word.
- Bid Document estimates will be provided electronically as PDF and in MS Excel.

General Assumptions and Notes

The General Assumptions and Notes from the originally approved contract still apply.

Council Packet October 4, 2022

SCOPE AMENDMENT
Maloney Grove / Cedar Falls Way Intersection Improvements
City of North Bend

PH Consulting Staff Category	Hours	Rate	Cost
Principal	0	\$ 215.00	\$ -
Senior Project Manager	14	\$ 205.00	\$ 2,870.00
Senior Traffic Engineer	27	\$ 185.00	\$ 4,995.00
CAD Designer II	12	\$ 135.00	\$ 1,620.00
Associate Engineer	0	\$ 125.00	\$ -
Total Hours	53		\$ 9,485.00
Direct Salary Cost			\$ 9,485.00
Total Fee			\$ 9,485.00

Council Packet October 4, 2022

Maloney Grove / Cedar Falls Way Intersection Improvements

City of North Bend

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	CAD Designer II	Associate Engineer	Sub-Consultants/Reserve	Total
	Hourly Rate	\$ 215.00	\$ 205.00	\$ 185.00	\$ 135.00	\$ 125.00		
9.0	ADDITIONAL UTILITY COORDINATION							
	Utility Purveyor Coordination		8	12				20
	Task 9.0 Total Hours	0	8	12	0	0		20
	Subtotal Task 9.0	\$ -	\$ 1,640.00	\$ 2,220.00	\$ -	\$ -	\$ -	\$ 3,860.00
10.0	BID DOCUMENTS							
	Plans		4	8	12			24
	Specifications		1	4				5
	Estimate		1	3				4
	Task 10.0 Total Hours	0	6	15	12	0		33
	Subtotal Task 10.0	\$ -	\$ 1,230.00	\$ 2,775.00	\$ 1,620.00	\$ -	\$ -	\$ 5,625.00
	PH TOTAL HOURS	0	14	27	12	0		53
	TOTAL ALL TASKS	\$ -	\$ 2,870.00	\$ 4,995.00	\$ 1,620.00	\$ -	\$ -	\$ 9,485.00



City Council Agenda Bill

SUBJECT:	Agenda Date: October 4, 2022	AB22-117
Motion Authorizing Purchase of a Trailer Mounted Radar Board Sign	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Mike Kenyon/Lisa Marshall City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm. & Economic Development – Rebecca Deming Finance – Richard Gould Public Works – Mark Rigos, P.E.	
Cost Impact: \$0 (\$10,601 plus sales tax)		
Fund Source: Insurance Reimbursement		X
Timeline: Immediate		
Attachments: Quote		
SUMMARY STATEMENT:		
City of North Bend Public Works Department staff are receiving an increasing number of requests to monitor speeds throughout City Limits. One way that staff can help monitor speeds is by placing a trailer mounted radar board sign in “high speed” areas. This is typically a short term, but effective solution to remind drivers to slow down to the posted speed limits. The existing trailer mounted radar board sign has been vandalized to a point where it now no longer operates.		
Public Works staff looked at several options to replace the existing sign and the attached quote is the closest match to the existing radar board sign that insurance would cover.		
Total purchase price is \$10,601 plus sales tax.		
The cost of the trailer mounted radar board sign will be covered by City insurance.		
City staff recommends moving forward with the purchase of the trailer mounted radar board sign.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and transportation management.		
COMMITTEE REVIEW AND RECOMMENDATION: This purchase was brought forth during the Transportation and Public Works Committee meeting on September 27, 2022 and was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB22-117, authorizing the purchase of a trailer mounted radar board sign, in an amount not to exceed \$10,601 plus sales tax.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
October 4, 2022		

Prepared By Amy Walker
 Email awalker@kustomsignals.com

Created Date 5/16/2022
 Expiration Date 8/26/2022

Quote To:

Name	Officer JASON BAXTER	Ship To Name	NORTH BEND POLICE SERVICES
Bill To Name	NORTH BEND POLICE SERVICES	Ship To	1550 BOALCH AVENUE NORTHWEST
Bill To	1550 BOALCH AVENUE NORTHWEST NORTH BEND, WA 98045 USA		NORTH BEND, WA 98045 USA

Product Code	Quantity	Product Description	Sales Price	Total Price
1801	1.00	SMART 18+ includes fixed 18" amber LED display with speed limit sign, wireless configuration, red/blud flashers, red LED "SLOW DOWN", and Traffic Data Computer.	\$8,885.00	\$8,885.00

Totals

Subtotal	\$8,885.00
Shipping and Handling	\$1,716.00
Total Amount	\$10,601.00

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

LED trailer lighting package \$55.00
 Spare tire with frame mounting bracket \$85
 Galvanized wheel upgrade \$375.00
 50 Watt solar panel \$785.00
 GPS Tracking theft deterrent system \$295.00
 Tamper alarm with remote activation \$95.00
 Cable lock \$65.00
 2" Ball coupler lock \$50.00
 Additional AGM Battery (up to 4 per trailer) \$295.00
 Timer – 7 day/24 hour programming with 17 on/off programs per day \$45.00

Quote Acceptance

Signature _____
 Name _____
 Title _____
 Date _____

Prepared By Amy Walker
 Email awalker@kustomsignals.com

Created Date 5/16/2022
 Expiration Date 8/26/2022

KUSTOM SIGNALS, INC. TERMS AND CONDITIONS

1. APPLICABILITY. Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. PRICES AND TAXES. Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. PAYMENT. Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. DELIVERY AND PERFORMANCE. Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. LOSS IN TRANSIT. Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. TERMINATION, RESTOCKING CHARGES. Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. WARRANTY. Seller's warranty is provided separately.

8. LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. INDEMNIFICATION. Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. EXPORT RULES. Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. MISCELLANEOUS. These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such form is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
 Attn: Sales Dept.
 9652 Loiret
 Lenexa, KS 66219

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____



City Council Agenda Bill

SUBJECT:	Agenda Date: October 4, 2022	AB22-118
Motion Authorizing Purchase of Two Electric Vehicles from Washington State Department of Enterprise Services (DES)	Department/Committee/Individual	
Cost Impact: \$108,939.83 including sales tax	Mayor Rob McFarland	
Fund Source: Public Works Replacement Fund	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos	X
Attachments: Quote & Brochure		
SUMMARY STATEMENT:		
<p>On August 22, 2022 City staff were informed by the car dealership under contract with the Department of Enterprise Services (DES) that the 2 electric Ford Lightning trucks staff ordered in April 2022 could not be fulfilled because Ford had advised them they had stopped production of the 2022 models due to very high demand and limited vehicle production parts. Unfortunately, there was no price guarantee offered under this contract as Ford and other manufacturers are dealing with limited vehicle production parts. Ford will expedite scheduling of replacement orders ahead of any brand new 2023 orders being submitted, but the City will have to pay an additional \$13,489.29 on top of the original approved amount of \$95,450.54 for a total cost including sales tax for both 2023 Ford EV Lighting trucks of \$108,939.83.</p>		
<p>Using the DES contract(s), the City of North Bend Public Works Department has reviewed several electric vehicle (EV) models for purchase. The City is desiring to diversify its existing fleet breadth by adding EVs to it. ICE (internal combustion engines) vehicles are certainly needed for powering snowplows and fully loaded trucks, but EVs can have their place in a Public Works fleet for vehicles that don't require as much power.</p>		
<p>The two vehicles requested to be purchased are EVs. City staff considered the Chevrolet EV Silverado, but it's not available until late 2023 or 2024. City staff also considered the Ford EV Lightning. Delivery of the Lightning would take approximately 30 weeks from start of production and the dealership is anticipating a December 2022 production start date. A large benefit of expanding the fleet to EV is that the City's fuel costs will decrease.</p>		
<p>Attached is a quote and brochure for the Lightning. The brochure is for 2022 models but the City will be receiving 2023 models.</p>		
<p>City staff recommend this purchase be approved.</p>		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and transportation management.		
COMMITTEE REVIEW AND RECOMMENDATION: This purchase was brought forth during the Transportation and Public Works Committee meeting on September 27, 2022 and was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB22-118, authorizing the purchase of two electric vehicles in an amount not to exceed \$108,939.83,		

City Council Agenda Bill

including sales tax, from Washington State Department of Enterprises Services and authorizing the Mayor to execute any related contracts, in a form and content acceptable to the City Attorney.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 4, 2022		



Contract Automobile Request System (CARS)

Create Vehicle Quote

Contract & Dealer Information

Contract #: 05916 - Motor Vehicles View Contract

Dealer: Bud Clary Ford/Hyundai - W403

700 7th Avenue

PO Box 127

Longview WA 98632

Order Code

2023-0826-001

Vehicle Description

2023 Ford F150 Lightning, Battery Electric Vehicle (BEV) View contract standard specifications

Organization Information

Base Price

\$44,792.00

My org is not listed

Organization: NORTH BEND, CITY OF - 21722

Email Address: mpray@northbendwa.gov

Final Vehicle Location: NORTH BEND

Internal Notes:

Color Options

Color Name	Qty

Qty

Color Name

Total Vehicles:	2
Sub Total:	\$100,498.00
8.4 % Sales Tax:	\$8,441.83
Quote Total:	\$108,939.83

[Create Quote](#)

[Clear Form](#)

[Vehicle Menu](#)



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2 Trucks New total - \$108,939.83
 New individual - \$44,792.00

2 Trucks Old total - \$95,450.54
 Old individual - ~~\$38,240.00~~
~~\$44,697.00~~

All options are exactly the same as previous order.

Oxford White (YZ)	2	Edit
Select vehicle color →		<input type="checkbox"/> Add Color

Tax Exempt: Yes

Vehicle Options

Order Code	Option Description	Unit Price
<input type="checkbox"/> 2023-0826-002	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	\$0.00
<input type="checkbox"/> 2023-0826-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery.	\$0.00
<input type="checkbox"/> 2023-0826-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	\$0.00
<input type="checkbox"/> 2023-0826-005	INFORMATION ONLY: 2022MY: Please contact dealership to request Ford Police Modifier's Bulletin P-034 if you will be adding aftermarket equipment (lightbars, sirens, spotlights, etc.)	\$0.00
<input type="checkbox"/> 2023-0826-006	INFORMATION ONLY: 03/04/22 Ford Charge Station Pro is no longer available on fleet orders. Extended Range Battery price includes \$1,295.00 credit.	\$0.00
<input checked="" type="checkbox"/> 2023-0826-010	2023 Ford F150 Lightning, Battery Electric Vehicle (BEV), 4WD, PRO Trim Level, Crew Cab, 145in Wheelbase, 5-ft bed, Dual eMotors, 98kWh Usable Capacity Standard Range High-Voltage Battery (targeted EPA-Estimated Range 230 miles), Mobile Power Cord (120V/240V), 8250# GVWR, 275/65R 18in All-Terrain Tires, Full-Size Spare Tire, Rear eLocking Axle, Class IV Hitch (W1E/110A/145WB/99L/44L/TTVS) – THIS IS THE BASE VEHICLE – Please refer to Vehicle Specification for complete description.	\$0.00
<input type="checkbox"/> 2023-0826-011	08/22/22: THIS OPTION IS NO LONGER AVAILABLE FOR ORDERING. Dual eMotor - Extended Range Battery (131 kWh \$11,877.00 Usable Capacity) (Targeted EPA-Estimated Range 300 miles) (8550# GVWR) (Targeted peak power (hp/kW) 563/420) (Onboard charger power (input/output) 19.2 kW/17.6 kW) (03/04/22 Ford Charge Station Pro is not available on fleet orders. Price includes \$1,295.00 credit.) (99V/86V)	\$0.00

- 2023-0826-012 NEW: PRO SSV Package (Special Service Vehicle) (Not available w/ XLT Trim packages) (Includes red/white task lighting \$154.00 in overhead console; front seat police-grade heavy-duty cloth 40/console/40 with reduced bolsters; 8-way power driver/manual passenger; built-in steel intrusion plates in both front seatbacks; universal top tray - center of I/P for mounting aftermarket equipment) (66S/TTES) \$636.00
- 2023-0826-013 NEW: LED Warning Beacons (Amber strobe color) (factory) (includes center high-mounted stop light bar and two (2) roof mounted beacons that provide 360 degree visibility) (Sound Off Signal) (94S) \$636.00
- 2023-0826-014 NEW: LED Warning Beacons (Amber/White strobe color) (factory) (includes center high-mounted stop light bar and two (2) roof mounted beacons that provide 360 degree visibility) (Sound Off Signal) (94W) \$689.00
- 2023-0826-015 NEW: LED Warning Beacons (Red/Blue strobe color) (factory) (includes center high-mounted stop light bar and two (2) roof mounted beacons that provide 360 degree visibility) (Sound Off Signal) (Must also order PRO SSV Package #66S) (Not available w/ XLT Trim Level) (94R) \$154.00
- 2023-0826-016 Back-up Alarm System (85H) \$48.00
- 2023-0826-017 Daytime Running Lights (DRL) (replaces on/off cluster controllable standard DRLs) (942) \$1,272.00
- ✓ 2023-0826-018 Pro Power Onboard - 9.6 kW (479) \$1,060.00
- ✓ 2023-0826-019 Max Trailer Tow Package - increased tow capability - max towing TBD (must also order Pro Power Onboard - 9.6 kW if ordered w/ standard range battery) (53D) \$1,378.00
- ✓ 2023-0826-020 PRO Trim Level ONLY: Tow Technology Package (Includes Forward Sensing System, Pro Trailer Backup Assist, Trailer Brake Controller, Smart Trailer Tow Connection, Trailer Reverse Guidance) (If ordered w/ PRO Level, also inc. 360-Degree Camera, manual-folding sideview mirrors w/ power glass, heat, turn signal and LED sideview mirror spotlights) (23MY: #63X Smart Hitch and On-Board Scales have been removed from package due to commodity constraints, includes \$650 credit) (17V/63X) \$790.00
- Brake Controller, Smart Trailer Tow Connection, Trailer Reverse Guidance) (23MY: #63X Smart Hitch and On-Board Scales have been removed from package due to commodity constraints, includes \$650 credit) (17V/63X) \$456.00
- ✓ 2023-0826-022 Tailgate Step (inc. Tailgate Work Surface) (63T) \$0.00
- 2023-0826-023 Smart Acceleration Truncation (181) (no charge) \$0.00
- 2023-0826-024 Speed Limitation - 65 MPH governed top speed (41Z) (no charge) \$0.00
- 2023-0826-025 Speed Limitation - 70 MPH governed top speed (41Y) (no charge) \$0.00
- 2023-0826-026 Speed Limitation - 75 MPH governed top speed (41X) (no charge) \$0.00
- 2023-0826-027 XLT Trim Upgrade #311A [Inc. BoxLink w/ (4) premium locking cleats, body-color bumpers, black fixed extended running boards w/ enhanced lighting, grill w/ signature front lighting, manual-folding sideview mirrors w/ heated power glass and turn signal, black leather-wrapped steering wheel, carpet w/ carpeted floor mats, illuminated entry, interior work surface, power-adjustable pedals, rear defroster, heated front seats, cloth seating w/ 8-way power driver seat including power lumbar, rear under seat storage, LED sideview mirror spotlights, Securicode Keyless-Entry Keypad (driver side), 360-Degree Camera, Forward Sensing System, SiriusXM w/ 360L Radio w/ 3-month prepaid subscription] (311A/TTUS) \$12,885.00

- 2023-0826-028 XLT Trim Upgrade #312A (Must also order XLT Trim Upgrade #311A) [Inc. 20in alloy dark carbonized gray wheels w/ 20in all-season tires, 10-way power driver seat and multi-adjustable power front passenger seat w/ power lumbar (both seats), Heated steering wheel, Intelligent Access w/ Push-Button Start (includes Approach Detection and SecuriCode Keyless-Entry Drivers Side Keypad), LED box lighting w/ Zone Lighting, power tailgate, 9.6 kW Pro Power Onboard #479, Tailgate Step #63T, Ford Co-Pilot360 ASSIST 2.0 (inc. Intelligent Adaptive Cruise Control, Evasive Steering Assist, Connected Built-In Navigation and Intersection Assist), and Rain Sensing Wipers] (312A/TTUS) \$9,660.00
- 2023-0826-029 Tires: 275/60R20 BSW All-Terrain (4/set) (Must also order XLT Trim Upgrade #312A) (T2P) \$159.00
- 2023-0826-030 Partitionable lockable fold-flat storage (Must also order XLT Trim Upgrade #312A) (60P) \$239.00
- 2023-0826-099 INFORMATION ONLY: Warranty, Delayed Start (End-User submits request at www.fordwsd.com) \$0.00
- 2023-0826-200 INFORMATION ONLY: #200-799 Dealer Installed Options. #200-249 Basic Dealer Options. #250-299 Setina Manufacturing Equipment: push bumpers, window guards, partitions, prisoner seats, and more. #300-349 Lighting: Amber lighting packages and options, Work lights, Golights, Spotlights. #400-499 Truck bed equipment: Allied Aluminum Cab Racks, Rack-It Ladder Racks, Toolboxes by UWS, Adrian Steel, and Buyers, Ford Tonneau Covers, Bedslide cargo trays, Decked storage drawers. #500-599 LEER canopies: LEER-MT3 Commercial Aluminum canopy and LEER 100RCC Commercial Fiberglass canopy with options and topside ladder racks. #800-899 Police/Fire/Amber Lighting packages installed by Day Wireless, Longview. (To view #800-899 options, click on DISPLAY UPPFIT OPTIONS at bottom of page) \$0.00
- 2023-0826-201 WORK TRUCK - PACKAGE #1 [Includes #305 Amber Lighting - (4) mPower 4in LED amber warning lights, (2) on front grill, (2) on rear of vehicle and (1) Ecco amber beacon light with clear lens installed on cabguard, wired to 8-button controller; #411 Cab Rack w/ expanded metal insert and 5.5in Round Beacon Light Plate (driver side); #224 Spray-In Bedliner; #432 UWS Crossbody toolbox - single lid shallow (69L x 20W x 15D); #215/#216 WeatherTech Floor Mats (front/rear); #217/#218 Mud Flaps (front/rear); #219 Flare Kit, 3-piece triangle w/ storage box; #220 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled] (Package price includes 5% contract pricing discount -- save \$229) (PKG01) \$4,349.00
- 2023-0826-202 WORK TRUCK - PACKAGE #2 [Includes #301 Amber Lighting - Mini Lightbar Package w/ (4) mPower 4in LED amber warning lights, installed (2) on front grill, (2) on rear of vehicle and 17in nRoads amber mini-bar installed on cabguard, wired to 8-button controller; #328 GoLight Stryker ST Spotlight (QTY 1) w/ wireless remote, 370* rotation x 135* tilt; mounted on cab rack; #402/#415/#413 Cab Rack w/ expanded metal insert, centered Mini-Lightbar Mount, 7in Go-Light Mount; #224 Spray-In Bedliner; #432 UWS Crossbody toolbox - 69in single lid shallow (69L x 20W x 15D); #215/#216 WeatherTech Floor Mats (front/rear); #217/#218 Mud Flaps (front/rear); #219 Flare Kit, 3-piece triangle w/ storage box; #220 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled] (Package price includes 5% contract pricing discount -- save \$229) (PKG02) \$5,768.00
- 2023-0826-210 Credit for pickup from Dealer (Orders for Eastern Washington) (Deduct)(DLR) (\$130.00)
- 2023-0826-211 Credit for pickup from Dealer (Orders for Western Washington) (Deduct)(DLR) (\$30.00)
- 2023-0826-212 Stock Vehicle Upcharge (Call dealer for availability before ordering) (DLR) \$250.00
- 2023-0826-215 Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR) \$135.00
- 2023-0826-216 Floor Mats, HD Rubber Molded, Rear (Weather Tech) (Ext/Crew Cabs) (DLR) \$114.00

<input checked="" type="checkbox"/> 2023-0826-217 Mud flaps, Front (DLR)	\$88.00
<input checked="" type="checkbox"/> 2023-0826-218 Mud Flaps, Rear (DLR)	\$88.00
<input type="checkbox"/> 2023-0826-219 Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	\$57.00
<input type="checkbox"/> 2023-0826-220 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	\$43.00
<input checked="" type="checkbox"/> 2023-0826-222 Service Manual, CD (DLR)	\$221.00
<input checked="" type="checkbox"/> 2023-0826-223 Service Wiring Diagram, Paper (DLR)	\$105.00
<input checked="" type="checkbox"/> 2023-0826-224 SPRAY-IN Bedliner (DLR)	\$540.00
<input type="checkbox"/> 2023-0826-230 WARN 8,000# Winch, Solid Mount (VR EVO 8) installed on Push Bumper (Requires Setina PB400 #255 or PB450L4 Winch-Ready Push Bumper #258) (DLR)	\$1,689.00
<input type="checkbox"/> 2023-0826-231 WARN 10,000# Winch, Solid Mount (VR EVO 10) installed on Push Bumper (Requires Setina PB400 #255 or PB450L4 Winch-Ready Push Bumper #258) (DLR)	\$1,822.00
<input type="checkbox"/> 2023-0826-232 WARN 12,000# Winch, Solid Mount (VR EVO 12) installed on Push Bumper (Requires Setina PB400 #255 or PB450L4 Winch-Ready Push Bumper #258 and Setina Large Mounting Plate #261) (DLR)	\$1,718.00
<input type="checkbox"/> 2023-0826-250 INFORMATION ONLY: #250-299 Setina Manufacturing equipment will be installed by dealer prior to vehicle delivery. Contact dealer if you would like partitions and/or transport seats shipped uninstalled.	\$0.00
<input type="checkbox"/> 2023-0826-251 Setina - PB8 Double Loop Headlight Guard (Must also order a Push Bumper) (DLR) (SET100)	\$412.00
<input type="checkbox"/> 2023-0826-252 Setina - PB9 Fender Wrap, Aluminum (Must also order a Push Bumper) (DLR) (SET101)	\$562.00
<input type="checkbox"/> 2023-0826-253 Setina - PB9 Fender Wrap, Steel (Must also order a Push Bumper) (DLR) (SET102)	\$562.00
<input type="checkbox"/> 2023-0826-254 Setina - PB400 Push Bumper, Aluminum, includes Mar Pad (DLR) (SET110)	\$519.00
<input type="checkbox"/> 2023-0826-255 Setina - PB400 (WINCH READY) Push Bumper, Aluminum, includes Mar Pad (DLR) (SET111)	\$776.00
<input type="checkbox"/> 2023-0826-256 Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET112)	\$519.00
<input type="checkbox"/> 2023-0826-257 Setina - PB450L4 Lighted Push Bumper, Aluminum, includes Mar Pad (ION Trio Red/Blue/White lights, programmable) (DLR) (SET120)	\$933.00
<input type="checkbox"/> 2023-0826-258 Setina - PB450L4 Lighted (WINCH READY) Push Bumper, Aluminum, includes Mar Pad (ION Trio Red/Blue/White lights, programmable) (DLR) (SET121)	\$1,190.00
<input type="checkbox"/> 2023-0826-260 Setina - Alternative AMBER lighting on PB450L4 (DLR) (SET124/125)	\$0.00
<input type="checkbox"/> 2023-0826-261 Setina - Large mounting plate for winch ready push bumper (must order if installing 12,000 lb winch) (SET113/127/128)	\$186.00
<input type="checkbox"/> 2023-0826-262 Setina - 10VS Front Partition, Horizontal Polycarbonate Sliding Window (Crew Cab Only) (DLR) (SET200)	\$771.00
<input type="checkbox"/> 2023-0826-263 Setina - 10VSRP Front Partition with Lower Center Recess Panel, Horizontal Polycarbonate Sliding Window (Crew Cab Only) (DLR) (SET201)	\$871.00
<input type="checkbox"/> 2023-0826-264 Setina - Front Partition Upgrade, Add Vinyl Coated Metal Mesh Screen to Window (DLR) (SET202/203)	\$36.00
<input type="checkbox"/> 2023-0826-265 Setina - 6VS Single Prisoner Transport Partition, Stationary Polycarbonate window (factory seats, TPO seat cover	\$1,014.00

available) (If ordering TPO seat, rear driver side seat section will be uninstalled, shipped loose) (If Weapon Mount is ordered, requires forward facing partition mount kit) (Not compatible with rear WeatherTech floor liner) (Crew Cab only)

(DLR) (SET220/222/224/226)

- 2023-0826-266 Setina - 7VS Single Prisoner Transport Partition, Stationary Vinyl Coated Metal Mesh window (factory seats, TPO seat cover available) (If ordering TPO seat, rear driver side seat section will be uninstalled, shipped loose) (If Weapon Mount is ordered, requires forward facing partition mount kit) (Not compatible with rear WeatherTech floor liner) (Crew Cab only) (DLR) (SET221/223/225/227)
- 2023-0826-267 Setina - Double Weapon Mount with Small and Universal XL (Must also order RP Partition) (DLR) (SET230) \$417.00
- 2023-0826-268 Setina - Double Weapon Mount with Small and 1082E Blac-Rac (New Cold Wire Technology included) (Momentary Switch is required if NOT wiring into Smart Siren Controller) (Must also order RP Partition) (DLR) (SET231) \$710.00
- 2023-0826-269 Setina - Double Weapon Mount with Universal XL and 1082E Blac-Rac (New Cold Wire Technology included) (Momentary Switch is required if NOT wiring into Smart Siren Controller) (Must also order RP Partition) (DLR) (SET232) \$767.00
- 2023-0826-270 Setina - Single Weapon Mount, Dual T-Rail with 1082E Blac-Rac (New Cold Wire Technology included) (Momentary Switch is required if NOT wiring into Smart Siren Controller) (Must also order RP Partition) (DLR) (SET233) \$610.00
- 2023-0826-271 Setina - Blac-Rac Momentary Switch (Setina) (DLR) (SET234) \$33.00
- 2023-0826-272 Setina - Forward facing partition mount kit for weapon mounts installed on 6VS/7VS (DLR) (SET235) \$64.00
- 2023-0826-273 Setina - Rear Door Side Window Barrier, Polycarbonate (Crew Cab Only) (DLR) (SET300) \$296.00
- 2023-0826-274 Setina - Rear Door Side Window Barrier, Steel Bars (Crew Cab Only) (DLR) (SET301) \$282.00
- 2023-0826-275 Setina - Rear Window Barrier, Polycarbonate (Crew Cab Only) (DLR) (SET302) \$296.00
- 2023-0826-276 Setina - Rear Window Barrier, Steel Bars (Crew Cab Only) (DLR) (SET303) \$232.00
- 2023-0826-277 Setina - Rear Door Panel, TPO plastic, installs over OEM door panels (Crew Cab Only) (DLR) (SET310) \$275.00
- 2023-0826-278 Setina - TPO Single Prisoner Transport seat (Must also order Single Prisoner Transport partition or Cargo Deck w/ divider wall) (DLR) (SET320) \$635.00
- 2023-0826-279 Setina - Under Seat Locking Storage Box (Installed under 60% rear driver side section. Factory jack will be shipped loose inside.) (Not compatible with Cargo Deck) (Crew Cab only) (DLR) (SET330) \$726.00
- 2023-0826-280 Setina - Rear Seat Cargo Deck Max System. Includes Single Prisoner Transport polycarbonate divider wall, radio box, locking storage box, lower deck with rubber mat, rear door panel (aluminum, replaces OEM door panel) for driver side only. (60% factory seat section removed, shipped loose. Factory jack will be shipped loose inside drawer) (Must order 10VSRP partition) (May also order Single Prisoner Transport Seat Cover) (Not compatible with rear WeatherTech floor liner) (Crew Cab only) (DLR) (SET331/333) \$2,078.00
- 2023-0826-281 Setina - Upper shelf for Cargo Deck Max System (SET332) \$320.00
- 2023-0826-282 Setina - Rear door panel (aluminum) replaces OEM door panel. Passenger side only. (Must also order Cargo Deck Max System) (SET334) \$126.00
- 2023-0826-283 Setina - Dual Prisoner Transport, 50/50 Polycarbonate Wall to separate rear seat transportees (Must also order a Front

partition) (Not compatible with rear WeatherTech floor liner) (DLR) (SET340-347)

- 2023-0826-284 Setina - Bike Rack. Mounts 1-2 bikes. Removable folding rack mounts to Setina push bumper. Adjustable to fit most bikes. \$203.00 (shipped loose) (DLR) (SET400)
- 2023-0826-300 INFORMATION ONLY: #300-399 Lighting options. Options #301-309: Amber packages, installed prior to delivery. Options \$0.00 #310-349: Lighting addons, requires Amber package with controller unless specified as standalone option. Pricing is effective for orders received through 12/15/2022.
- 2023-0826-301 AMBER PACKAGE - Mini Lightbar Package. (4) mPower 4in LED amber warning lights, installed (2) on front grill, (2) on rear of vehicle and 17in nRoads amber Mini-bar installed on roof of vehicle or cabguard. Wired to 8-button controller. (AL301)
- 2023-0826-305 AMBER PACKAGE - Single Beacon Package. (4) mPower 4in LED amber warning lights, installed (2) on front grill, (2) on rear of vehicle and (1) Ecco amber beacon light with clear lens installed on cabguard. Wired to 8-button controller. (Requires cabguard with 5.5in beacon light mounting plate.) (AL305)
- 2023-0826-306 AMBER PACKAGE - Dual Beacon Package. (4) mPower 4in LED amber warning lights, installed (2) on front grill, (2) on rear of vehicle and (2) Ecco amber beacon lights with clear lens installed on cabguard. Wired to 8-button controller. (Requires cabguard with dual 5.5in beacon light mounting plates.) (AL306)
- 2023-0826-307 AMBER PACKAGE - Base Surface Lighting Package. (4) mPower 4in LED amber warning lights, installed (2) on front grill, (2) on rear of vehicle. Wired to 8-button controller. (AL307)
- 2023-0826-310 INFORMATION ONLY: Lighting Addons: Options below require Amber Package above unless specified as standalone option.
- 2023-0826-311 AMBER - Single Beacon (standalone). (1) Ecco amber beacon light with clear lens, installed on cabguard. Wired to lighted rocker switch. If combined with Amber Package, beacon will be wired to 8-button controller. (Requires cabguard with 5.5in beacon light mounting plate.) (AL311)
- 2023-0826-314 AMBER - Additional Surface Warning Lights. (2) mPower 4in LED amber warning lights installed on exterior of vehicle, wired to 8-button controller. Will give a total of 6 flashers. (Must specify placement. Requires Amber Lighting Package.) (AL314)
- 2023-0826-317 AMBER - Additional Mini Lightbar. (1) 17in nRoads amber mini-lightbar installed at secondary location (example: rear of Transit roof or pickup canopy). (Requires Amber Mini Lightbar Package.) (AL317)
- 2023-0826-318 AMBER - Mini Lightbar (standalone). (1) 17in nRoads amber mini-bar installed on roof of vehicle or cabguard. Wired to 8-button controller. (AL318)
- 2023-0826-320 Work Light - (1) Ecco work light, 1000 lumen, installed on cabguard. Wired to lighted rocker switch. If combined with any Amber Package will be wired to 8-button controller. (Requires cabguard) (AL320)
- 2023-0826-321 Work Light - (2) Ecco work light, 1000 lumen, installed on cabguard. Wired to 8-button controller. (Requires cabguard and Amber lighting package with 8-button controller) (AL321)
- 2023-0826-328 Golight - (1) GoLight Stryker ST Spotlight with wireless remote. 370° rotation x 135° tilt. Installed on roof unless other location specified. Installation on cabguard requires cabguard with 7in beacon mounting plates. (does not require additional amber lighting) (30004ST) (AL328)

- 2023-0826-329 GoLight - (2) GoLight Stryker ST Spotlight with wireless remote. 370* rotation x 135* tilt. Installed on roof unless other location specified. Installation on cabguard requires cabguard with 7in beacon mounting plates. (does not require additional amber lighting) (30004ST) (AL329) \$1,937.00
- 2023-0826-331 Spotlight, 6in Clear Lens, Pillar Mounted, Driver Side (Unity) \$511.00
- 2023-0826-332 Spotlight, 6in Clear Lens, Pillar Mounted, Passenger Side (Unity) \$511.00
- 2023-0826-333 Spotlight, LED 6 inch, Clear Lens, Pillar Mounted, Driver Side (Unity) \$698.00
- 2023-0826-334 Spotlight, LED 6 inch, Clear Lens, Pillar Mounted, Passenger Side (Unity) \$698.00
- 2023-0826-400 INFORMATION ONLY: #400-499 Truck bed equipment, installed prior to delivery. #401-419 Allied Aluminum Cabracks and \$0.00 options. #420-29 Rack-It Ladder Racks. #430-469 Toolboxes (JWS, Adrian Steel, Buyers). #470-499 Ford Tonneau Covers, Bedslide cargo trays, Decked storage drawers. Pricing is effective for orders received through 12/15/2022
- 2023-0826-401 INFORMATION ONLY: #401-410 Allied Aluminum Cabracks and options. Made in the USA. \$0.00
- 2023-0826-402 NEW: Allied Series II Cab Rack - With expanded metal insert (ALLCBGDI) (TB402) \$963.00
- 2023-0826-403 Allied Series I Cab Rack - without insert (outside frame only) (ALL CBGD-NI) (TB403) \$921.00
- 2023-0826-404 Allied Series I Cab Rack - flat perforated aluminum sheet insert with cutouts for visibility, and solid sheet for protection (ALL CBGD) (TB404) \$1,221.00
- 2023-0826-405 Allied Series I Cab Rack - flat perforated aluminum sheet screen and cut out for slider window (ALL CBGD-CO) (TB405) \$1,315.00
- 2023-0826-411 Cab Rack Option - 5.5in Round Beacon Light Plate, quantity (1), installed (default location for one will be driver side unless otherwise specified) (ALL CBGD-B55) (TB411) \$128.00
- 2023-0826-412 Cab Rack Option - 5.5in Round Beacon Light Plate, quantity (2), installed one on each side (ALL CBGD-B55) (TB412) \$255.00
- 2023-0826-413 Cab Rack Option - 7in Round Beacon Light Plate, quantity (1), installed (default location for one will be driver side unless otherwise specified) (ALL CBGD-B7) (TB413) \$128.00
- 2023-0826-414 Cab Rack Option - 7in Round Beacon Light Plate, quantity (2), installed one on each side (ALL CBGD-B7) (TB414) \$255.00
- 2023-0826-415 Cab Rack Option - Mini-Lightbar Mount, 10x15, installed centered on cab guard. (ALL CBGD-BP) (TB415) \$128.00
- 2023-0826-416 Cab Rack Option - Lumber stops installed on either side of cab guard (ALL CBGD-LS) (TB416) \$85.00
- 2023-0826-418 Cab Rack Option - Mount for full size light bar, 8x48in aluminum plate, centered on cab rack. (ALL CBGD-LBP48) (TB418) \$176.00
- 2023-0826-419 Rear Rack for back of bed with lumber ears (ALL CBGD-RR) (TB419) \$1,143.00
- 2023-0826-420 INFORMATION ONLY: #420-429 NEW: Rack-It Ladder Racks and options. Made in the USA. \$0.00
- 2023-0826-421 Ladder Rack - Rack-It Steel 1000 series Ladder Rack, Round steel bar. Fully welded one-piece construction, schedule 10 steel, painted black. Max payload 1,700#. Custom made to fit all cab and bed size combinations. (TB421) \$1,121.00
- 2023-0826-422 Ladder Rack - Rack-It Aluminum 1000 series Ladder Rack, Round aluminum bar, 1000 series. Fully welded one-piece construction, schedule 40 aluminum, powder coated. Must specify color at time of ordering: gloss black, texture (matte) black, silver, or white. Max payload 500#. Custom made to fit all cab and bed size combinations. (TB422) \$1,489.00
- 2023-0826-423 Ladder Rack - Rack-It Steel Forklift Compatible 2000 series Ladder Rack, Round steel bar. Fully welded one-piece \$1,357.00

construction with double side bars and removable rear cross-member, schedule 10 steel, painted black. Max payload

1,700#. Custom made to fit all cab and bed size combinations. (TB423)

2023-0826-424 Ladder Rack - Rack-it Steel Forklift Compatible 2000 series Ladder Rack, Square steel bar. Fully welded one-piece construction with swing-open rear and middle crossmembers, schedule 10 steel, painted black. Max payload 1,700#.

Custom made to fit all cab and bed size combinations. (TB424)

2023-0826-425 Ladder Rack option - upgrade Steel ladder rack from painted to powder coat. Must specify color at time of ordering: texture (matte) black, silver, or white. (requires Steel Rack-it Ladder Rack) (TB425)

2023-0826-426 Ladder Rack option - window guard. Steel mesh screen between forward uprights, bolt-on, installed. (requires Rack-it Ladder Rack) (TB426)

2023-0826-427 Ladder Rack option - (1) Beacon plate. Bolt-on accessory, shipped loose unless also ordering installed lighting (requires Rack-it Ladder Rack) (TB427)

2023-0826-428 Ladder Rack option - (2) Beacon plates. Bolt-on accessory, shipped loose unless also ordering installed lighting (requires Rack-it Ladder Rack) (TB428)

2023-0826-430 INFORMATION ONLY: #430-449 NEW: UWS toolboxes: 0.058in thick aluminum toolboxes, diamond plate finish, stainless steel paddle latch and locks, Microseal gasket for moisture and dust control. Crossbody toolboxes have patented RigidCore foam filled lid, includes internal tray and built in screwdriver holder. Assembled in the USA. Pricing is effective for orders received through 12/15/2022.

2023-0826-431 UWS Crossbody toolbox - 69in Diamond plate single lid deep (69L x 20W x 21D) (does not fit 5.5ft box) (tbsd-69) (TB431)

2023-0826-432 UWS Crossbody toolbox - 69in Diamond plate single lid shallow (69L x 20W x 15D) (tbs-69) (TB432)

2023-0826-433 UWS Crossbody toolbox - 69in Diamond plate gull wing (69L x 20W x 15D) (tb-69) (TB433)

2023-0826-435 UWS Chest toolbox - Secure-lock under-Tonneau chest box, 16.5in H with offset lid, designed to fit under Tonneau cover at \$823.00 front of pickup bed. (48L x 24W x 16.5D) (slc-48) (TB435)

2023-0826-436 UWS Side rail toolbox - 48in long topside lift door, installed driver side. (48L x 12W x 5D upper, 48L x 7W x 7D lower) (tbsm-48) (TB436)

2023-0826-437 UWS Side rail toolbox - 48in long topside lift door, installed passenger side (48L x 12W x 5D upper, 48L x 7W x 7D lower) (tbsm-48) (TB437)

2023-0826-438 UWS Side rail toolbox - 60in long topside lift door, installed driver side (60L x 12W x 5D upper, 60L x 7W x 7D lower) (tbsm-60) (TB438)

2023-0826-439 UWS Side rail toolbox - 60in long topside lift door, installed passenger side (60L x 12W x 5D upper, 60L x 7W x 7D lower) (tbsm-60) (TB439)

2023-0826-440 UWS Side rail toolbox - 72in long topside lift door, installed driver side (72L x 12W x 5D upper, 72L x 7W x 7D lower) (tbsm-72) (TB440)

2023-0826-441 UWS Side rail toolbox - 72in long topside lift door, installed passenger side (72L x 12W x 5D upper, 72L x 7W x 7D lower) (tbsm-72) (TB441)

2023-0826-442 UWS Side rail toolbox alternate mount - angled legs. Support mount for topside lift door toolboxes only that mounts to

- 2023-0826-443 UWS Side rail toolbox alternate mount - angled legs. Support mount for topside lift door toolboxes only that mounts to sidewall of pickup bed instead of bed floor (for one Side rail toolbox). (TB443) \$110.00
- 2023-0826-450 INFORMATION ONLY: #450-459 ADRIAN STEEL Toolboxes. ADRIAN Crossbody boxes are .08in diamond treadplate aluminum with locks, automotive style push button rotary latches, heavy-duty gas struts, bulb weather seal, and come standard with a sliding tray. ADRIAN Side Rail boxes with topside lifting lid, 100 diamond treadplate aluminum, locking. Made in the USA. \$0.00
- 2023-0826-451 Adrian Crossbody toolbox - single lid (70L x 20W x 12.5D) (Adrian AD100) (TB451) \$1,128.00
- 2023-0826-453 Adrian Crossbody toolbox - double lid hinged cab-side (70L x 20W x 12.5D) (Adrian AD200) (TB453) \$1,128.00
- 2023-0826-455 Adrian Side rail box - topside lift-up door (46L x 12H x 9W) (DRIVER SIDE) (Compatible with Adrian Cross boxes on 6.5/6.75 or 8ft beds) (Adrian AD303-D) (TB455) \$833.00
- 2023-0826-456 Adrian Side rail box - topside lift-up door (46L x 12H x 9W) (PASSENGER SIDE) (Compatible with Adrian Cross boxes on 6.5/6.75 or 8ft beds) (Adrian AD303-P) (TB456) \$833.00
- 2023-0826-457 Adrian Side rail box - topside lift-up door (64L x 12H x 9W) (DRIVER SIDE) (Compatible with Adrian Cross boxes on 8ft beds) (Adrian AD302-D) (TB457) \$981.00
- 2023-0826-458 Adrian Side rail box - topside lift-up door (64L x 12H x 9W) (PASSENGER SIDE) (Compatible with Adrian Cross boxes on 8ft beds) (Adrian AD302-P) (TB458) \$981.00
- 2023-0826-470 INFORMATION ONLY: #470-474 Ford Motor Company Tonneau Covers. Made from heavy-duty 3/4in thick panels with weather resistant synthetic hinges and seals. Quick release securely located behind tailgate. Allows 100% access to stake pockets. Topside weight limit 300lbs. To add under-Tonneau chest toolbox select option #435. \$0.00
- 2023-0826-471 Ford Tonneau Cover - Tri-Fold Hard Panels, 5.5ft bed (TB471) \$1,495.00
- 2023-0826-475 INFORMATION ONLY: #475-489 BEDSLIDE sliding pickup bed cargo tray system. Tray surface is black, all-weather lightweight composite flooring. Bedslide is silver metal trim outside finish with guardrail. Bedslide Classic can be mounted on top of Decked drawer system, requires #479. Made in the USA. \$0.00
- 2023-0826-476 Bedslide Classic, 1000 lbs capacity, 75 percent pullout, 5.5/6.5/6.75ft bed, Silver. (TB476) \$1,804.00
- 2023-0826-478 Bedslide - change Bedslide Classic color from Silver to Black. (TB478) \$170.00
- 2023-0826-479 Bedslide - mount Bedslide Classic on top of Decked system (this option includes required brackets for mounting) (TB479) \$195.00
- 2023-0826-480 Bedslide Contractor, 1500 lbs capacity, 75 percent pullout, 5.5/6.5/6.75ft bed, Silver. (TB480) \$2,159.00
- 2023-0826-482 Bedslide - change Bedslide Contractor color from Silver to Black. (TB482) \$212.00
- 2023-0826-483 Bedslide HD, 2000 lbs capacity, 75 percent pullout, 6.5/6.75ft bed, Silver. (TB483) \$2,405.00
- 2023-0826-485 Bedslide - change Bedslide HD color from Silver to Black. (TB485) \$254.00
- 2023-0826-487 Bedslide - Add (4) D-ring tie downs. (TB487) \$104.00
- 2023-0826-488 Bedslide - Add Bedbin Mini KIX kit, black. (2) 7x18 bins added to top edge of bedslide tray from end of guardrail to aft end. \$273.00

- (TB488)
- 2023-0826-489 Bedslide - Add Bedbin Side KIX kit, black. (2) 7x44 bins added to top edge of guardrail, utilizing space over wheel wells. If ordered on Bedslide for 5.5ft bed with Mini KIX kit, bins may overlap. (TB489)
 - 2023-0826-491 DECKED in bed storage system (for 5.5/6.5/6.75ft beds): Two drawer bed storage made from 100% recycled polyethylene co-molded to a steel subframe. Each drawer rated to 200lb capacity, top deck rated to 2,000lb load capacity. (TB491) \$74.00
 - 2023-0826-492 DECKED - Add key locks to bed drawers. (TB492) \$74.00
 - 2023-0826-493 DECKED - Core Trax tiedown system. Two 6061 T6 aluminum rails installed on top of the drawer unit deck with stainles steel tie down loops (total 4 loops). Pullout rating 500lb. (TB493) \$252.00
 - 2023-0826-494 DECKED Cargoglide. 1000 lbs capacity, 70 percent pullout. This cargo glide specific to installing on top of a Decked unit. (requires DECKED) (TB494) \$1,997.00
- 2023-0826-500 INFORMATION ONLY: #700-799 LEER MT3 Commercial Aluminum and 100RCC Fiberglass truck canopies, installed by Bud Clary prior to delivery. Made in the USA. Pricing effective for orders received through 12/15/2022. \$0.00
- 2023-0826-501 INFORMATION ONLY: LEER MT3 Commercial Aluminum canopy. Standard configuration and features: .035 Exterior smooth skin aluminum, Ford Oxford White (YZ) with black trim, TIG welded heavy duty aluminum construction with aluminum base rails. Solid front wall (no window), full length side doors, 1/2 rear lift door. Stainless steel drop T-handle and lock cylinders. LED 3rd brake light. \$0.00
- 2023-0826-504 LEER MT3 Aluminum Canopy (5.5/6.5ft bed) 23in Tall (LE504) \$2,486.00
 - 2023-0826-505 LEER MT3 Aluminum Canopy (5.5/6.5ft bed) 26in Tall (LE505) \$2,545.00
 - 2023-0826-506 LEER MT3 Aluminum Canopy (5.5/6.5ft bed) 30in Tall (LE506) \$2,605.00
 - 2023-0826-507 LEER MT3 Aluminum Canopy (5.5/6.5ft bed) 36in Tall (LE507) \$2,743.00
 - 2023-0826-520 LEER MT3 - Exterior Color - Black in lieu of White (no-charge) (LE520) \$0.00
 - 2023-0826-521 LEER MT3 - Exterior Color - Extra Cost paint to match factory color (LE521) \$276.00
 - 2023-0826-522 LEER MT3 - Interior Headliner, roof only (LE522) \$119.00
 - 2023-0826-523 LEER MT3 - Full Interior Headliner (does not cover inside door panels) (LE523) \$237.00
- 2023-0826-524 LEER MT3 - Front Window - Radius front picture window in lieu of standard windowless front surface (LE524) \$66.00
- 2023-0826-525 LEER MT3 - Rear Double Doors. (Removes tailgate. Must also order #528/529 to retain rearview camera function) (LE525) \$263.00
- 2023-0826-526 LEER MT3 - Rear Hatchback Door. (Removes tailgate. Must also order #528/529 to retain rearview camera function) (LE526) \$237.00
- 2023-0826-527 LEER MT3 - Rear door glass. Adds radius window to standard rear lift door, rear double doors (each), or rear hatchback door. (LE527) \$99.00
- 2023-0826-528 LEER MT3 - Backup Camera, mounted in third brake light. (Required for rear-view camera functionality when ordering double doors or hatchback door. Not compatible with Ultimate Trailer Tow Camera Package or 360 Camera factory pickup options) (LE528) \$302.00

- 2023-0826-529 LEER MT3 - Backup Camera for UTT/360C, mounted in third brake light. (Required for rear-view camera functionality when ordering double doors or hatchback door. Requires Ultimate Trailer Tow or 360 Camera Package factory pickup options) (LE529) \$630.00
- 2023-0826-530 LEER MT3 - Side Option - Add windows to side doors, both sides (LE530) \$210.00
- 2023-0826-531 LEER MT3 - Side Option - Delete side doors for solid sides (credit) (LE531) (\$100.00)
- 2023-0826-532 LEER MT3 - Side Option - Radius side sliding window. Requires side door delete (LE532) \$268.00
- 2023-0826-533 LEER MT3 - Side Door Access Tool Storage Boxes, no dividers, both sides (Opt A) (LE533) \$276.00
- 2023-0826-534 LEER MT3- Toolbox divider- single horizontal shelf, full length of toolbox, each side. (Requires Side Door Toolboxes) (OPT \$105.00 B) (LE534) \$105.00
- 2023-0826-535 LEER MT3- Toolbox divider - single horizontal shelf, full length of toolbox, and single top and bottom dividers, each side \$184.00 (Requires Side Door Toolboxes) (OPT D) (LE535)
- 2023-0826-536 LEER MT3 - Interior Lighting, Front and Rear - (2) 20in tube lights, one at front, one at rear, both with prop switches (Opt B) (LE536) \$197.00
- 2023-0826-537 LEER MT3 - Interior Lighting, Front, Rear, and Sides - (2) 20in tube lights, one at front, one at rear. (2) 40in Toolbox lights, one each side. All with prop switches. (Opt F) (LE537) \$407.00
- 2023-0826-540 LEER MT3 - LEER topside ladder rack (heavy duty welded aluminum construction) (LE540) \$184.00
- 2023-0826-541 LEER MT3 - Thule Tracker II roof rack system with locks (LE541) \$742.00
- 2023-0826-542 LEER MT3 - Thule load stops (set of 4) for Tracker II. (Requires Thule Tracker II roof rack) (LE542) \$74.00
- 2023-0826-543 LEER MT3 - AluRack topside ladder rack, 88in (for 5.5/6.5/6.75ft pickup beds) (LE543) \$932.00
- 2023-0826-545 LEER MT3 - AluRack; add driver side ladder/quick clamp (LE545) \$334.00
- 2023-0826-546 LEER MT3 - AluRack; add passenger side ladder/quick clamp (LE546) \$334.00
- 2023-0826-547 LEER MT3 - ErgoRack double clamping topside ladder rack, 6ft (for 5.5/6.5/6.75ft pickup beds) (LE547) \$1,247.00
- 2023-0826-549 LEER MT3 - ErgoRack double rotation topside ladder rack, 6ft (for 5.5/6.5/6.75ft pickup beds) (LE549) \$2,665.00
- 2023-0826-551 LEER MT3 - ErgoRack Beacon Light mounting bracket, for front of rack (shipped loose unless installed lighting ordered) (LE551) \$73.00
- 2023-0826-552 LEER MT3 - ErgoRack Beacon Light mounting bracket, for rear of rack (shipped loose unless installed lighting ordered) (LE552) \$119.00
- 2023-0826-560 INFORMATION ONLY: NEW: LEER 100RCC Commercial Fiberglass canopy. Standard configuration and features: Structurally reinforced fiberglass construction with fiberglass base rails. Front picture window, recessed dark tint rear door with double T-handles, solid sides (no windows/cut), interior headliner, rear 20in LED light strip (WITHOUT prop switch), LED 3rd brake light, cab height, paint-to-match truck color code. \$0.00
- 2023-0826-562 LEER 100RCC Fiberglass canopy (5.5/6.5ft bed) (LE562) \$2,778.00
- 2023-0826-570 LEER 100RCC - Front option - upgrade front roped-in window to framed picture window (LE570) \$66.00

- 2023-0826-571 LEER 100RCC - Front option - Front option - upgrade front torped-in window to framed sliding window (LE571) \$79.00
- 2023-0826-572 LEER 100RCC - Rear option - solid rear door with color match aluminum insert and double T-handles (LE572) \$132.00
- 2023-0826-573 LEER 100RCC - Rear option - solid rear door with color match fiberglass insert and stainless steel drop T-handle (LE573) \$276.00
- 2023-0826-574 LEER 100RCC - Side option - 50/50 radius side slider with dark tint glass and screen (both sides) (LE574) \$112.00
- 2023-0826-575 LEER 100RCC - Side option - painted side access doors with stainless steel drop T-handle (both sides) (LE575) \$630.00
- 2023-0826-576 LEER 100RCC - Interior option - (8) cargo hooks, installed (4) each side. (LE576) \$86.00
- 2023-0826-577 LEER 100RCC - Side Door Access Tool Storage Boxes, no dividers, both sides (Opt A) (LE577) \$276.00
- 2023-0826-578 LEER 100RCC - Toolbox divider- single horizontal shelf, full length of toolbox, each side. (Requires Side Door Toolboxes) (Opt B) (LE578) \$105.00
- 2023-0826-579 LEER 100RCC - Toolbox divider - single horizontal shelf, full length of toolbox, and single top and bottom dividers, each side (Requires Side Door Toolboxes) (OPT D) (LE579) \$184.00
- 2023-0826-580 LEER 100RCC - Interior lighting - add prop switch to standard LED rope light in rear to provide auto on/off functionality when rear door opens. (LE580) \$27.00
- 2023-0826-581 LEER 100RCC - Interior Lighting, Front and Rear - (2) 20in tube lights, one at front, one at rear, both with prop switches (Opt B) (LE581) \$138.00
- 2023-0826-582 LEER 100RCC - Interior Lighting, Front, Rear, and Sides - (2) 20in tube lights, one at front, one at rear. (2) 40in Toolbox lights, one each side. All with prop switches. (Opt F) (LE582) \$309.00
- 2023-0826-583 LEER 100RCC - Thule Tracker II roof rack system with locks (LE583) \$644.00
- 2023-0826-584 LEER 100RCC - Thule load stops (set of 4) for Tracker II. (Requires Thule Tracker II roof rack) (LE584) \$74.00
- 2023-0826-585 LEER 100RCC - AluRack topside ladder rack, 88in (for 5.5/6.5/6.75ft pickup beds) (LE585) \$834.00
- 2023-0826-587 LEER 100RCC - AluRack; add driver side ladder/quick clamp (LE587) \$334.00
- 2023-0826-588 LEER 100RCC - AluRack; add passenger side ladder/quick clamp (LE588) \$334.00
- 2023-0826-589 LEER 100RCC - ErgoRack double clamping topside ladder rack, 6ft (for 5.5/6.5/6.75ft pickup beds) (LE589) \$1,149.00
- 2023-0826-591 LEER 100RCC - ErgoRack double rotation topside ladder rack, 6ft (for 5.5/6.5/6.75ft pickup beds) (LE591) \$2,566.00
- 2023-0826-593 LEER 100RCC - ErgoRack Beacon Light mounting bracket, for front of rack (shipped loose unless installed lighting ordered) (LE593) \$73.00
- 2023-0826-594 LEER 100RCC - ErgoRack Beacon Light mounting bracket, for rear of rack (shipped loose unless installed lighting ordered) (LE594) \$119.00
- 2023-0826-799 INFORMATION ONLY: to see additional outfit options, check the box below to DISPLAY UPFITS \$0.00

DISPLAY UPFIT OPTIONS

Quote Totals



100% Electric. 100% F-150 Lightning.

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

*Based on 1977-2020 CY total sales.

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100% ELECTRIC

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

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

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EXPAND YOUR DEFINITION OF WHAT A TRUCK CAN BE

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

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



FORD INTELLIGENT BACKUP POWER

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

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



ENHANCED PRO POWER ONBOARD

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

*See owner's manual for important operating instructions.

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FORD INTELLIGENT BACKUP POWER

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

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

[Learn About Intelligent Backup Power](#)

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

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TRUCK CHARGES UP

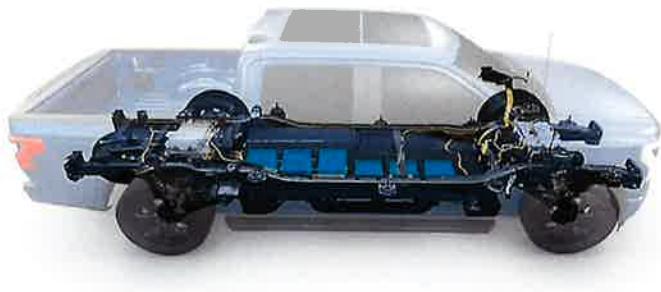
You get home and plug in your truck with the available 80-amp Ford Charge Station Pro. The F-150 Lightning charges using power from the grid.

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TWO BATTERY OPTIONS THAT HELP PROVIDE THE RANGE YOU NEED

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



EXTENDED RANGE BATTERY - 300 MILE RANGE

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

CHARGING YOUR LIGHTNING

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

[Learn About Charging](#)

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

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CHARGING AT HOME

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

TO GO ELECTRIC, WE WENT TO WORK

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

powerful and productive tool for our customers who need to get the job done. This website uses cookies to enhance user experience and personalization. Learn more about how we use cookies and other information to improve your use of our site with our social media, advertising and analytics partners. [Read Ford's Privacy Policy](#) for more information about how we handle your personal information.

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

2 MOTORS, 4 WHEELS, PHENOMENAL TORQUE

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

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AVAILABLE SYNC 4A WITH 15.5-INCH PORTRAIT TOUCHSCREEN

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

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STRIKE ANYWHERE

an immersive AR / 3D experience

Try It Now

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

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

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Be Ready When Lightning Strikes

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

[Get Updates](#)

PUTTING ELECTRIC TO WORK

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

[Visit Ford Fleet](#)

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

ELECTRIC CAN DO EVERYTHING YOU NEED A TRUCK TO DO.

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

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PUT THROUGH THE PACES

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

TARGETED 10,000 LBS OF MAXIMUM TOWING CAPABILITY

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

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

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ADVANCED TOWING & HAULING TECHNOLOGY

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

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PRO TRAILER HITCH ASSIST

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

ONBOARD SCALES

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

Preproduction screen shown and is subject to change.



THE 2022 FORD F-150 LIGHTNING — BUILT FOR PRODUCTIVITY

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

INTERIOR WORK SURFACE

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

Preproduction screen shown and is subject to change.

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MEGA POWER FRUNK

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

EASY ACCESS

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

Council Packet October 4, 2022

THE MEGA POWER FRUNK HAS THE POWER

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

*See owner's manual for important operating instructions.

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THE FORD F-150 LIGHTNING SERIES LINEUP

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

PRO

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

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

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

XLT

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

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City Council Agenda Bill

SUBJECT:	Agenda Date: October 4, 2022	AB22-119
Motion Authorizing two Professional Services Contracts with Otak, Inc. for Environmental Services	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Mike Kenyon/Lisa Marshall City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm. & Economic Development – Rebecca Deming Finance – Richard Gould Public Works – Mark Rigos	
Cost Impact: N/A		X
Fund Source: Developer Pass-Thru funds (approximately 90%) and the General Fund (NTE \$15,000.00).		
Timeline: January 1, 2023-December 31, 2024		
Attachments: Professional Services Agreement and On-Call Services Agreement		
SUMMARY STATEMENT:		
From time-to-time certain projects require the assistance of a Qualified Professional to meet the North Bend Municipal Requirements for Environmental Services. To expedite the use of these experts and avoid having to go through the selection process from a small works roster every time City staff needs assistance, consultants can be placed under contract for on-call services. Their services would be called upon only when their assistance is needed. No expense is incurred unless a specific task and associated fee is negotiated with the relevant consultant.		
Otak, Inc provides a variety of services as detailed in the attached agreement. Some of these services include reviewing Preliminary Plat, Engineering, and lot specific plans to ensure consistency with City Code, pre-construction, construction, post construction inspection, SEPA, tree assessment and more. If approved, the professional services contract with Otak, Inc. could provide services for any work based upon a specific project budget.		
Staff is proposing to split the contract into two contracts. A Professional Services Agreement for services to the City for landscaping and tree preservation on park, trail and other miscellaneous City projects which have a fixed amount of \$100,000 and expires on December 31, 2024. At that point a new contract will return to Council coinciding with the budget cycle.		
The second is an On-Call Services agreement to cover a variety of project reviews which will be billed directly to the Applicant. City staff recommends moving forward with Urban Forestry Services for Arborist and Landscaping Services.		
APPLICABLE BRAND GUIDELINES: Sustainably Managed Growth		
COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this agenda item at their September 20, 2022 meeting and recommended approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB22-119, authorizing the Mayor to sign a Professional Services Agreement with Otak, Inc., in an amount not to exceed \$100,000, & an On-Call Professional Services Agreement with Otak, Inc., both in a form and content acceptable to the City Attorney.		

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 4, 2022		

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND OTAK, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2022, by and between the City of North Bend, a municipal corporation of the State of Washington (“City”) and Otak, Inc., a corporation (“Consultant”) in consideration of the mutual benefits and conditions contained herein.

WHEREAS, City has determined a need to have certain services performed for its citizens; and

WHEREAS, Consultant is in the business of performing such services, which are described below; and

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Services.** Consultant shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** Consultant will invoice City monthly based upon the fee schedule set forth in **Exhibit B** attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed ONE HUNDRED THOUSAND DOLLAS AND 00/100 (\$100,000) without written modification of this Agreement signed by City. City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to City prior to or along with the first invoice.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2023 and ending December 31, 2024 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this Agreement shall be the property of City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, Consultant shall provide to City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by City, all final documents, reports, or studies shall be provided to City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by City or its representatives for any purpose other than the project specified in this Agreement.
5. **Independent Contractor.** City and Consultant agree that Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither Consultant nor any of Consultant’s employees shall be entitled, by virtue of the services provided

under this Agreement, to any benefits afforded to City employees. City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers' compensation, or for otherwise assuming the duties of an employer with respect to Consultant or Consultant's employees.

6. **Indemnification.** Consultant shall indemnify, defend, and hold harmless City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of City.

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

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

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

1. **Automobile liability insurance**, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. **Commercial general liability insurance**, written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. City shall be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the work performed for City, using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. **Professional liability insurance** appropriate to Consultant's profession, written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
 4. **Workers' compensation coverage** as required by the Industrial Insurance laws of the State of Washington.

- B. Additional Insurance Provisions. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Consultant's automobile liability and commercial general liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall provide City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- C. Certificates of Insurance. Within fifteen (15) days of the execution of this Agreement, Consultant shall deliver original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this Section 7.
- D. Failure to Maintain Insurance. Consultant's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of City, offset against funds due Consultant from City.
- E. Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Consultant.

8. Recordkeeping and “Red Flag” Rules.

- A. Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Consultant shall also maintain such other records as may be deemed necessary by City to ensure proper accounting of all funds contributed by City to the performance of this Agreement and of the parties' compliance with this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by City.
- C. Consultant acknowledges receipt of and agrees to adhere to City's Identity Theft Prevention Program (“Red Flag” rules), a copy of which is attached hereto as **Exhibit D**.

9. Taxes, Licenses and Permits.

- A. Consultant shall procure and maintain a City business license in accordance with Chapter 5.04 NBMC, *Business Licenses and Business and Occupation Tax*, prior to beginning work under this Agreement. Consultant assumes responsibility for and ensures that all contractors, subcontractors and suppliers shall also obtain a City business license.

- B. Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to Chapters 5.04 and 5.05 NBMC, and Consultant agrees to comply with all applicable laws regarding the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Consultant shall reimburse and hold City harmless from such costs, including attorneys' fees. Consultant shall also require all contractors, subcontractors and suppliers to pay all charges and taxes in accordance with this Section 9.
 - C. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by City or any other governmental body, then Consultant authorizes City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Consultant's total compensation.
- 10. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the term of this Agreement. City shall have the right to conduct an audit of Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of Consultant.
- 11. Termination.** This Agreement may be terminated by City at any time upon thirty (30) days' written notice; provided, that if Consultant's insurance coverage is canceled for any reason, City shall have the right to terminate this Agreement as provided in Subsection 7(D) herein.
- 12. Discrimination Prohibited.** Consultant shall not discriminate against any employee, applicant for employment, or any person seeking Consultant's services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
- 13. Assignment and Subcontract.** Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of City.
- 14. Entire Agreement; Modification.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments or addenda signed by both parties.
- 15. Notices.** Notices required hereunder shall be delivered via certified U.S. mail to the addresses below:

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

To Consultant: Jeff Gray, Project Manager
Otak, Inc
11241 Willows Road NE, Suite 200
Redmond, WA 98052
Phone: (425) 822-4446

- 16. Security.** Consultant will protect confidential information provided by City pursuant to this Agreement by adhering to policies governing physical, electronic, and managerial safeguards against unauthorized access to an unauthorized disclosure of confidential information. Security standards shall meet or exceed Washington State Office of the Chief Information Officer Standard No. 141.10. Only authorized employees of Consultant shall have access to City's confidential information, and only for the purposes specified in this Agreement. Consultant shall, within 24 hours of discovery, report to City any use, access to or disclosure of City's confidential information not previously authorized by City.
- 17. Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly and exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its costs of suit, including attorneys' fees and expert witness fees.
- 18. Prior on Call Contract Terminated.** This agreement shall replace the 2020 Contract for Environmental, Planning, Architecture, and Engineering On Call Services contract upon full execution by the parties.

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

CITY OF NORTH BEND

By: _____
Rob McFarland, Mayor

OTAK, INC.

By: _____
Printed Name: _____
Title: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Lisa Marshall, City Attorney

EXHIBIT A:
SCOPE OF SERVICES

Consultant shall furnish and perform services including, but not limited to, the description of work and deliverable items indicated below. Consultant's main point of contact at the City will be Rebecca Deming, Community and Economic Development Director, who can be reached at 425-888-7646 or rdeming@northbendwa.gov, or such other personnel as the City may designate from time to time.

Description of Work:

The services provided by Otak, Inc (Otak) will consist of the following, which will be authorized via written task orders or by email, fax, or a permit review request, including but not limited to:

1. Arborist Services

Point of Contact: Tom Early, PLA, ISA Certified Arborist, TRAQ (Ph: 425-250-5346)

- a. Assess trees for health and risk of failure.
- b. Assessment of vegetation for maintenance or enhancement.
- c. Provide reviews of Tree Assessments, Tree Protection Plans and Landscape Plans for new and older developments as requested by the city.
- d. Onsite monitoring of tree protection specification for contract compliance and landscape plantings and installation.
- e. Tree evaluations for Landscape appraisals
- f. All consultants regarding vegetation management as requested by the city.
- g. Attend meetings, respond to comments, and support City staff at public hearings.
- h. Provide written review comments and actionable items for recommended revisions.

2. Environmental Services

Point of Contact: Jeff Gray, MS, PWS (Ph: 971-337-3047)

- a. Provide reviews of and/or prepare critical areas reports/plans and development applications for code compliance (e.g. wetlands, streams, mitigation and restoration plans, stream typing, fisheries/wildlife habitat assessments and management plans, FWHCAs)
- b. Provide reviews or and/or prepare FEMA floodplain habitat assessments.
- c. Provide reviews and/or prepare Shoreline Management Plan regulations compliance, including no net loss determinations.
- d. Provide reviews of and/or prepare SEPA compliance documentation.
- e. Attend meetings, respond to comments, and support City staff at public hearings.
- f. Provide written review comments and actionable items for recommended revisions.

3. Drainage and Stormwater

Point of Contact: Tyson Hounsel, PE (425-822-4446)

- a. Provide engineering and stormwater reviews for public development applications, focusing primarily on stormwater elements and design, for compliance with city code.
- b. Provide drainage analysis and hydrology/hydraulic engineering and review
- c. Attend meetings, respond to comments, and support City staff at public hearings.
- d. Provide written review comments and actionable items for recommended revisions.

4. Floodplain permit

Point of Contact: Dave Stewart, PE, CFM (Ph: 425-822-4446)

- a. Provide development application reviews for compliance with floodplain management, specifically Chapter 14.12 (Floodplain Management) of City code and associated FEMA standards and requirements.
- b. Attend meetings, respond to comments, and support City staff at public hearings.
- c. Provide written review comments and actionable items for recommended revisions.

5. Landscaping and Visual Resource Management Services

Point of Contact: Curtis La Pierre, PLA, AICP, LEED (Ph: 425-250-5209)

- a. Prepare or review plans for compliance with NBMC Title 18 (Zoning) related to landscaping or similar.
- b. Streetscape Visioning and Design
- c. Support City staff in visual resource management (VRM) and impacts analysis during SEPA reviews.
- d. Assess trees for health and risk of failure
- e. Assessment of vegetation for maintenance or enhancement.
- f. Onsite monitoring of tree protection specification for compliance and landscape plantings and installation.
- g. Tree evaluations for landscape appraisals.
- h. Attend meetings, respond to comments, and support City staff at public hearings.
- i. Provide written review comments and actionable items for recommended revisions.

6. Planning Support Services

Point of Contact: Cristina Haworth, AICP (Ph: 425-739-7959)

- a. General Planning Support
- b. Civil Engineering review and support
- c. Comprehensive Plan Amendments
- d. Zoning Code Amendments
- e. Shoreline Master Program Amendments
- f. GIS/Graphic support
- g. Park and Trail Planning and Design
- h. Streetscape Visioning and Design
- i. SEPA Compliance/Processing
- j. Building Permit Review
- k. Attend meetings, respond to comments, and support City staff at public hearings.
- l. Provide written review comments and actionable items for recommended revisions.

EXHIBIT B:
COMPENSATION

All services requested by the City of North Bend will be paid for on a time and material basis. As an alternative, a scope of services and fee for these services will be mutually agreed upon between the City and the Consultant, and will require a written supplement (e.g. Task Order). All services will be performed in accordance with the following staff positions and hourly billing rates according to the Billing Rate Schedule (Table 1).

Table 1

Otak, Inc.
2022 Billing Rates

Labor Category	Billing Rate
Sr. PIC/ Sr. PM Architecture	296.00
PIC/Sr. PM Architecture	257.00
Sr. PM - Architecture	230.00
Studio Leader	211.00
Architect VI	194.00
Architect V	169.00
Architect IV	158.00
Architect III	138.00
Architect II	131.00
Architect I	110.00
Architectural Tech VI	164.00
Architectural Tech V	132.00
Architectural Tech IV	107.00
Architectural Tech III	94.00
Architectural Tech II	80.00
Architectural Tech I	76.00
Project Manager/Design	138.00
Sr. PIC/Sr. PM Civil	296.00
PIC/Sr. PM Civil	260.00
Civil Engineer X	217.00
Civil Engineer IX	201.00
Civil Engineer VIII	180.00
Civil Engineer VII	163.00
Civil Engineer VI	155.00
Civil Engineer V	145.00
Civil Engineer IV	133.00
Civil Engineer III	118.00
Civil Engineer II	108.00
Civil Engineer I	99.00
Engineering Designer V	129.00
Engineering Designer IV	118.00
Engineering Designer III	102.00
Engineering Designer II	96.00
Engineering Designer I	85.00
Engineering Tech VII	157.00
Engineering Tech VI	131.00
Engineering Tech V	120.00
Engineering Tech IV	108.00
Engineering Tech III	89.00
Engineering Tech II	78.00
Engineering Tech I	68.00
PIC/Sr. CM	225.00
Construction Manager VI	210.00
Construction Manager V	187.00
Construction Manager IV	173.00
Construction Manager III	157.00

Otak, Inc.
2022 Billing Rates

Labor Category	Billing Rate
Construction Manager II	145.00
Construction Manager I	128.00
Field Representative VII	173.00
Field Representative VI	151.00
Field Representative V	138.00
Field Representative IV	113.00
Field Representative III	105.00
Field Representative II	93.00
Field Representative I	86.00
CM Documentation Specialist III	134.00
CM Documentation Specialist II	114.00
CM Documentation Specialist I	98.00
Sr. PIC/Sr. PM LA/Mst Pln	256.00
PIC/Sr. PM LA/Master Plan	225.00
Landscape Architect VII	184.00
Landscape Architect VI	165.00
Landscape Architect V	147.00
Landscape Architect IV	133.00
Landscape Architect III	125.00
Landscape Architect II	113.00
Landscape Architect I	99.00
Landscape Technician III	103.00
Landscape Technician II	90.00
Landscape Technician I	76.00
PIC/Sr. PM Planner	260.00
Sr. PM - Planner II	190.00
Sr. PM - Planner I	175.00
Planner IV	157.00
Planner III	148.00
Planner II	133.00
Planner I	105.00
Planner Associate IV	137.00
Planner Associate III	106.00
Planner Associate II	93.00
Planner Associate I	76.00
Sr. GIS Specialist - Planner	124.00
GIS Specialist - Planner	110.00
GIS Intern / Planner	86.00
PIC/Sr. PM Urban Design	208.00
Urban Designer V	192.00
Urban Designer IV	173.00
Urban Designer III	147.00
Urban Designer II	128.00
Urban Designer I	112.00

Otak, Inc.
2022 Billing Rates

Labor Category	Billing Rate
Sr. Project Director	265.00
Analyst IV	151.00
Analyst III	127.00
Analyst II	108.00
Analyst I	97.00
PIC/Scientist	231.00
Scientist VI	208.00
Scientist V	167.00
Scientist IV	151.00
Scientist III	131.00
Scientist II	107.00
Scientist I	92.00
Environmental Specialist	141.00
PIC/PLS Sr. Manager	252.00
Professional Land Surveyor V	203.00
Professional Land Surveyor IV	171.00
Professional Land Surveyor III	156.00
Professional Land Surveyor II	139.00
Professional Land Surveyor I	131.00
Survey Crew Chief III	129.00
Survey Crew Chief II	107.00
Survey Crew Chief I	97.00
Survey Office Technician III	112.00
Survey Office Technician II	100.00
Survey Office Technician I	89.00
Survey Field Technician III	85.00
Survey Field Technician II	81.00
Survey Field Technician I	72.00
Special Services Consultant	261.00
Contract Administrator	121.00
Graphics Specialist	121.00
Project Coordinator II	139.00
Project Coordinator I	110.00
Project Admin. Asst	89.00

Note: Billing Rates are based on current 2022 rates and are updated annually by approximately four percent (4.00%).

EXHIBIT C:
TAXPAYER IDENTIFICATION NUMBER

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

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

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

Please check the appropriate category:

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

TIN#: _____

SS#: _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

EXHIBIT D:**CITY OF NORTH BEND
IDENTITY THEFT PREVENTION PROGRAM****I. PROGRAM ADOPTION**

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

II. PROGRAM PURPOSE AND DEFINITIONS

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

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

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

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

“Covered account” means:

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

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

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

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

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

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

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

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

III. IDENTIFICATION OF RED FLAGS

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

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

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

B. Suspicious Documents – Red Flags.

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

C. Suspicious Personal Identifying Information – Red Flags.

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

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

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

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

E. Alerts from Others – Red Flag.

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

IV. DETECTING RED FLAGS

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

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

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

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

V. PREVENTING AND MITIGATING IDENTITY THEFT

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

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;

- Contact the customer with the covered account;
 - Change any passwords or other security codes and devices that permit access to a covered account;
 - Not open a new covered account;
 - Close an existing covered account;
 - Reopen a covered account with a new number;
 - Not attempt to collect payment on a covered account;
 - Notify the Finance Director for determination of the appropriate step(s) to take;
 - Notify law enforcement; or
 - Determine that no response is warranted under the particular circumstances.
- B. Protect Customer Identifying Information. In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City shall take the following steps with respect to its internal operating procedures to protect customer identifying information:
- Secure the City website but provide clear notice that the website is not secure;
 - Undertake complete and secure destruction of paper documents and computer files containing customer information;
 - Make office computers password protected and provide that computer screens lock after a set period of time;
 - Keep offices clear of papers containing customer identifying information;
 - Request only the last 4 digits of social security numbers (if any);
 - Maintain computer virus protection up to date; and
 - Require and keep only the kinds of customer information that are necessary for City purposes.

VI. PROGRAM ADMINISTRATION

- A. Oversight. The Finance Director or other designated city employee at the level of senior management shall be responsible for developing, implementing, and updating the Program.
- The Finance Director shall also be responsible for the Program administration, for appropriate training of City staff on the Program, for reviewing the annual staff report required under the Program, as well as any other staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances, and considering periodic changes to the Program.
- B. Staff Training and Reports. City staff responsible for implementing the Program shall be trained either by or under the direction of the Finance Director in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Additionally, a compliance report shall be provided annually to the Finance Director. The annual compliance report shall at a minimum address the following:
1. The effectiveness of the City's policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
 2. Service provider arrangements;
 3. Significant incidents involving identity theft and the City's response; and
 4. Recommendations for material changes to the Program.

C. Service Provider Arrangements. In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

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

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

VII. PROGRAM UPDATES

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

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND OTAK, INC.**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2022, by and between the City of North Bend, a municipal corporation of the State of Washington (“the City”) and Otak, Inc., a corporation (“Consultant”) in consideration of the mutual benefits and conditions contained herein.

WHEREAS, the City has determined a need to have certain services performed for its citizens; and

WHEREAS, Consultant is in the business of performing such services, which are described below; and

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Scope of Services.** Consultant shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
- 2. Compensation and Method of Payment.** This contract is designed to cover work for developer pass-thru projects. City of North Bend projects shall be under separate contract. Consultant will invoice the City monthly based upon the fee schedule set forth in **Exhibit B** attached hereto, which is incorporated by this reference as if fully set forth. Consultant rates may increase based on annual reviews, but not more than 5% annually, and not without prior submission to and approval of any new rate tables by the City of North Bend. Consultant also anticipates certain reimbursable expenses, such as mileage, which will be included on its monthly invoices at cost plus 10%. The City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to the City prior to or along with the first invoice.
- 3. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2023, and ending December 31, 2024, unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein. Upon expiration of the initial term of this Agreement, this Agreement shall automatically renew for additional one year terms; provided, the City may terminate the contract at any time with or without cause.
- 4. Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, Consultant shall provide to the City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by the City, all final documents, reports, or studies shall be provided to the City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in this Agreement.

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

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

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

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

1. **Automobile liability insurance**, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. **Commercial general liability insurance**, written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the work performed for the City, using an additional insured endorsement at least as broad as ISO CG 20 26.

3. **Professional liability insurance** appropriate to the Consultant's profession, written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
 4. **Workers' compensation coverage** as required by the Industrial Insurance laws of the State of Washington.
- B. **Additional Insurance Provisions.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Consultant's automobile liability and commercial general liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- C. **Certificates of Insurance.** Within fifteen (15) days of the execution of this Agreement, Consultant shall deliver original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this Section 7.
- D. **Failure to Maintain Insurance.** Consultant's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- E. **Full Availability of Consultant Limits.** If Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

8. Recordkeeping and “Red Flag” Rules.

- A. Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and of the parties' compliance with this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.
- C. Consultant acknowledges receipt of and agrees to adhere to the City's Identity Theft Prevention Program (“Red Flag” rules), a copy of which is attached hereto as **Exhibit D**.

9. Taxes, Licenses and Permits.

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

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

11. Termination. This Agreement may be terminated by the City at any time upon thirty (30) days' written notice; provided, that if Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement as provided in Subsection 7(D) herein.

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

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

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

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

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

To Consultant: Jeff Gray, Project Manager
Otak, Inc
11241 Willows Road NE, Suite 200
Redmond, WA 98052
Phone: 425-822-4446

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

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

18. Prior on Call Contract Terminated. This agreement shall replace the 2020 Contract for Environmental, Planning, Architecture, and Engineering On Call Services contract upon full execution by the parties.

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

CITY OF NORTH BEND

OTAK, INC.

By: _____
Rob McFarland, Mayor

By: _____
Its:

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Lisa Marshall, City Attorney

EXHIBIT A:
SCOPE OF SERVICES

Consultant shall furnish and perform services including, but not limited to, the description of work and deliverable items indicated below. Consultant's main point of contact at the City will be Rebecca Deming, Community and Economic Development Director, who can be reached at 425-888-7646 or rdeming@northbendwa.gov, or such other personnel as the City may designate from time to time.

Description of Work:

The services provided by Otak, Inc (Otak) will consist of the following, which will be authorized via written task orders or by email, fax, or a permit review request, including but not limited to:

1. Arborist Services

Point of Contact: TBD

- a. Assess trees for health and risk of failure.
- b. Assessment of vegetation for maintenance or enhancement.
- c. Provide reviews of Tree Assessments, Tree Protection Plans and Landscape Plans for new and older developments as requested by the city.
- d. Onsite monitoring of tree protection specification for contract compliance and landscape plantings and installation.
- e. Tree evaluations for Landscape appraisals
- f. All consultants regarding vegetation management as requested by the city.
- g. Attend meetings, respond to comments, and support City staff at public hearings.
- h. Provide written review comments and actionable items for recommended revisions.

2. Environmental Services

Point of Contact: Jeff Gray, MS, PWS (Ph: 971-337-3047)

- a. Provide reviews of and/or prepare critical areas reports/plans and development applications for code compliance (e.g. wetlands, streams, mitigation and restoration plans, stream typing, fisheries/wildlife habitat assessments and management plans, FWHCAs)
- b. Provide reviews or and/or prepare FEMA floodplain habitat assessments.
- c. Provide reviews and/or prepare Shoreline Management Plan regulations compliance, including no net loss determinations.
- d. Provide reviews of and/or prepare SEPA compliance documentation.
- e. Attend meetings, respond to comments, and support City staff at public hearings.
- f. Provide written review comments and actionable items for recommended revisions.

3. Drainage and Stormwater

Point of Contact: Tyson Hounsel, PE (425-822-4446)

- a. Provide engineering and stormwater reviews for public development applications, focusing primarily on stormwater elements and design, for compliance with city code.
- b. Provide drainage analysis and hydrology/hydraulic engineering and review
- c. Attend meetings, respond to comments, and support City staff at public hearings.
- d. Provide written review comments and actionable items for recommended revisions.

4. Floodplain permit

Point of Contact: Dave Stewart, PE, CFM (Ph: 425-822-4446)

- a. Provide development application reviews for compliance with floodplain management, specifically Chapter 14.12 (Floodplain Management) of City code and associated FEMA standards and requirements.
- b. Attend meetings, respond to comments, and support City staff at public hearings.
- c. Provide written review comments and actionable items for recommended revisions.

5. Landscaping and Visual Resource Management Services

Point of Contact: Curtis La Pierre, PLA, AICP, LEED (Ph: 425-250-5209)

- a. Prepare or review plans for compliance with NBMC Title 18 (Zoning) related to landscaping or similar.
- b. Streetscape Visioning and Design
- c. Support City staff in visual resource management (VRM) and impacts analysis during SEPA reviews.
- d. Assess trees for health and risk of failure
- e. Assessment of vegetation for maintenance or enhancement.
- f. Onsite monitoring of tree protection specification for compliance and landscape plantings and installation.
- g. Tree evaluations for landscape appraisals.
- h. Attend meetings, respond to comments, and support City staff at public hearings.
- i. Provide written review comments and actionable items for recommended revisions.

6. Planning Support Services

Point of Contact: Cristina Haworth, AICP (Ph: 425-739-7959)

- a. General Planning Support
- b. Civil Engineering review and support
- c. Comprehensive Plan Amendments
- d. Zoning Code Amendments
- e. Shoreline Master Program Amendments
- f. GIS/Graphic support
- g. Park and Trail Planning and Design
- h. Streetscape Visioning and Design
- i. SEPA Compliance/Processing
- j. Building Permit Review
- k. Attend meetings, respond to comments, and support City staff at public hearings.
- l. Provide written review comments and actionable items for recommended revisions.

EXHIBIT B:
COMPENSATION

All services requested by the City of North Bend will be paid for on a time and material basis. As an alternative, a scope of services and fee for these services will be mutually agreed upon between the City and the Consultant, and will require a written supplement (e.g. Task Order). All services will be performed in accordance with the following staff positions and hourly billing rates according to the Billing Rate Schedule (Table 1).

Table 1

Otak, Inc.
2022 Billing Rates

Labor Category	Billing Rate
Sr. PIC/ Sr. PM Architecture	296.00
PIC/Sr. PM Architecture	257.00
Sr. PM - Architecture	230.00
Studio Leader	211.00
Architect VI	194.00
Architect V	169.00
Architect IV	158.00
Architect III	138.00
Architect II	131.00
Architect I	110.00
Architectural Tech VI	164.00
Architectural Tech V	132.00
Architectural Tech IV	107.00
Architectural Tech III	94.00
Architectural Tech II	80.00
Architectural Tech I	76.00
Project Manager/Design	138.00
Sr. PIC/Sr. PM Civil	296.00
PIC/Sr. PM Civil	260.00
Civil Engineer X	217.00
Civil Engineer IX	201.00
Civil Engineer VIII	180.00
Civil Engineer VII	163.00
Civil Engineer VI	155.00
Civil Engineer V	145.00
Civil Engineer IV	133.00
Civil Engineer III	118.00
Civil Engineer II	108.00
Civil Engineer I	99.00
Engineering Designer V	129.00
Engineering Designer IV	118.00
Engineering Designer III	102.00
Engineering Designer II	96.00
Engineering Designer I	85.00
Engineering Tech VII	157.00
Engineering Tech VI	131.00
Engineering Tech V	120.00
Engineering Tech IV	108.00
Engineering Tech III	89.00
Engineering Tech II	78.00
Engineering Tech I	68.00
PIC/Sr. CM	225.00
Construction Manager VI	210.00
Construction Manager V	187.00
Construction Manager IV	173.00
Construction Manager III	157.00

Otak, Inc.
2022 Billing Rates

Labor Category	Billing Rate
Construction Manager II	145.00
Construction Manager I	128.00
Field Representative VII	173.00
Field Representative VI	151.00
Field Representative V	138.00
Field Representative IV	113.00
Field Representative III	105.00
Field Representative II	93.00
Field Representative I	86.00
CM Documentation Specialist III	134.00
CM Documentation Specialist II	114.00
CM Documentation Specialist I	98.00
 Sr. PIC/Sr. PM LA/Mst Pln	256.00
PIC/Sr. PM LA/Master Plan	225.00
Landscape Architect VII	184.00
Landscape Architect VI	165.00
Landscape Architect V	147.00
Landscape Architect IV	133.00
Landscape Architect III	125.00
Landscape Architect II	113.00
Landscape Architect I	99.00
Landscape Technician III	103.00
Landscape Technician II	90.00
Landscape Technician I	76.00
 PIC/Sr. PM Planner	260.00
Sr. PM - Planner II	190.00
Sr. PM - Planner I	175.00
Planner IV	157.00
Planner III	148.00
Planner II	133.00
Planner I	105.00
Planner Associate IV	137.00
Planner Associate III	106.00
Planner Associate II	93.00
Planner Associate I	76.00
Sr. GIS Specialist - Planner	124.00
GIS Specialist - Planner	110.00
GIS Intern / Planner	86.00
 PIC/Sr. PM Urban Design	208.00
Urban Designer V	192.00
Urban Designer IV	173.00
Urban Designer III	147.00
Urban Designer II	128.00
Urban Designer I	112.00

Otak, Inc.
2022 Billing Rates

Labor Category	Billing Rate
Sr. Project Director	265.00
Analyst IV	151.00
Analyst III	127.00
Analyst II	108.00
Analyst I	97.00
PIC/Scientist	231.00
Scientist VI	208.00
Scientist V	167.00
Scientist IV	151.00
Scientist III	131.00
Scientist II	107.00
Scientist I	92.00
Environmental Specialist	141.00
PIC/PLS Sr. Manager	252.00
Professional Land Surveyor V	203.00
Professional Land Surveyor IV	171.00
Professional Land Surveyor III	156.00
Professional Land Surveyor II	139.00
Professional Land Surveyor I	131.00
Survey Crew Chief III	129.00
Survey Crew Chief II	107.00
Survey Crew Chief I	97.00
Survey Office Technician III	112.00
Survey Office Technician II	100.00
Survey Office Technician I	89.00
Survey Field Technician III	85.00
Survey Field Technician II	81.00
Survey Field Technician I	72.00
Special Services Consultant	261.00
Contract Administrator	121.00
Graphics Specialist	121.00
Project Coordinator II	139.00
Project Coordinator I	110.00
Project Admin. Asst	89.00

Note: Billing Rates are based on current 2022 rates and are updated annually by approximately four percent (4.00%).

EXHIBIT C:
TAXPAYER IDENTIFICATION NUMBER

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

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

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

Please check the appropriate category:

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

TIN#: ____ - ____ - ____ - ____ - ____

SS#: ____ - ____ - ____ - ____ - ____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

EXHIBIT D:**CITY OF NORTH BEND
IDENTITY THEFT PREVENTION PROGRAM****I. PROGRAM ADOPTION**

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

II. PROGRAM PURPOSE AND DEFINITIONS

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

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

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

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

“Covered account” means:

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

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

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

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

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

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

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

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

III. IDENTIFICATION OF RED FLAGS

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

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

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

B. Suspicious Documents – Red Flags.

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

C. Suspicious Personal Identifying Information – Red Flags.

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

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

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

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

E. Alerts from Others – Red Flag.

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

IV. DETECTING RED FLAGS

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

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

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

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

V. PREVENTING AND MITIGATING IDENTITY THEFT

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

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;

- Contact the customer with the covered account;
 - Change any passwords or other security codes and devices that permit access to a covered account;
 - Not open a new covered account;
 - Close an existing covered account;
 - Reopen a covered account with a new number;
 - Not attempt to collect payment on a covered account;
 - Notify the Finance Director for determination of the appropriate step(s) to take;
 - Notify law enforcement; or
 - Determine that no response is warranted under the particular circumstances.
- B. Protect Customer Identifying Information. In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City shall take the following steps with respect to its internal operating procedures to protect customer identifying information:
- Secure the City website but provide clear notice that the website is not secure;
 - Undertake complete and secure destruction of paper documents and computer files containing customer information;
 - Make office computers password protected and provide that computer screens lock after a set period of time;
 - Keep offices clear of papers containing customer identifying information;
 - Request only the last 4 digits of social security numbers (if any);
 - Maintain computer virus protection up to date; and
 - Require and keep only the kinds of customer information that are necessary for City purposes.

VI. PROGRAM ADMINISTRATION

- A. Oversight. The Finance Director or other designated city employee at the level of senior management shall be responsible for developing, implementing, and updating the Program.
- The Finance Director shall also be responsible for the Program administration, for appropriate training of City staff on the Program, for reviewing the annual staff report required under the Program, as well as any other staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances, and considering periodic changes to the Program.
- B. Staff Training and Reports. City staff responsible for implementing the Program shall be trained either by or under the direction of the Finance Director in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Additionally, a compliance report shall be provided annually to the Finance Director. The annual compliance report shall at a minimum address the following:
1. The effectiveness of the City's policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
 2. Service provider arrangements;
 3. Significant incidents involving identity theft and the City's response; and
 4. Recommendations for material changes to the Program.

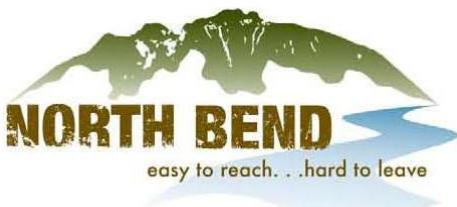
C. Service Provider Arrangements. In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

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

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

VII. PROGRAM UPDATES

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



City Council Agenda Bill

SUBJECT:	Agenda Date: October 4, 2022	AB22-120
Motion Authorizing Change Orders #1 and #7 with Washington State Department of Enterprise Services for the WWTP High Priority Improvements Phase II Project	Department/Committee/Individual	
Cost Impact: \$261,957	Mayor Rob McFarland	
Fund Source: Sewer Capital and Operations	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Change Order Documents

SUMMARY STATEMENT:

In December 2019, North Bend City Council authorized an Energy Savings Performance Contract with Washington State Department of Enterprise Services (DES) for 50% design and bidding of the WWTP (Wastewater Treatment Plant) High Priority Improvements (HPI) – Phase II project. The remainder of the design and the construction of the improvements in the multi-million dollar contract were authorized by City Council in May 2021. Construction began during late summer of 2021. The HPI Phase II project upgrades several existing processes and adds new processes to improve redundancy, reliability, worker safety, capacity, effluent water quality, and odor control. The contingency amount included in the contract was \$585,034, or 2.5% of the total construction costs, excluding professional services, the project contingency, DES fees, and sales tax.

City staff is seeking approval for two change orders that would increase the total contract amount. Numbering of the change orders is not sequential because contingency authorizations are considered change orders and the manner in which the change orders are processed isn't always sequential for design-build projects.

Change Order #1 – Temporary RAS Pipe Relocation

The bid plans showed the existing return active sludge (RAS) piping in the incorrect location because the as-builts for the previous project (HPI Phase I) that installed the pipe were not yet completed. The pipe was thought to be clear of all excavation and shoring, but it was actually approximately 3 feet into the shoring that was necessary for the oxidation ditch construction. This necessitated a temporary relocation of approximately 250 lineal feet of two 16-inch diameter RAS pipes. Upon completion of the oxidation ditch construction, the pipes will be returned to their original locations. Cost is \$173,524.

Change Order #7 – Lead Paint Remediation

After construction bids were received and prior to contract execution, it was discovered that many pieces of steel that are to be demolished during the course of Phase II contain lead-based paint. Because this was not discovered until after the contract was executed, costs for remediation were not included and the remediation was considered to be out-of-scope of the project. Trane, DES, and the City agreed that costs for remediation would be paid out of the contingency funds if there was enough contingency to cover it and all other items. If the project contingency proved insufficient, then the City would increase the project budget by the amount necessary to remediate the lead-based paint. The current known cost for remediation is \$88,433. This value may increase based on further testing of the contaminated material. Once removed from the site, the materials will undergo further testing to determine the lead content of the aggregate material, determined as a percentage of the weight of the paint *plus* the substrate. If the lead content is high enough to classify as hazardous waste, then the material will need to be disposed of in a special way in a different location. Costs are not yet known if that were to occur. Costs will be determined at the time of

City Council Agenda Bill

disposal as they are based on the weight of the material being disposed of. If the lead content is below the hazardous waste threshold, then disposal will be much simpler and there will be no additional costs.

While the City has not yet approved of using the entire contingency (2.5% of entire project costs), it is clear that the contingency will likely be exhausted by other items and that additional funding for the lead-based paint remediation will be necessary.

Items that the City has approved for contingency have a total cost of \$238,526 (40.7% of the total contingency) and are as follows. These items below do not require Council approval, since the contracted amount contingency already covers it.

1. **Storm drain pipe material change:** The bid plans called out ADS plastic pipe for all of the storm drainage improvements. After cutting pipe profiles it was found that approximately 250 lineal feet of pipe was less than 2 feet of cover. This required changing the pipe material in these sections to be ductile iron material to meet the requirements set forth in the King County Surface Water Design Manual. Cost is \$20,868.
2. **Changes between the bid plans and the 100% construction plans:** It is common practice with Design-Build contracts to bid the project at the 60% plan completion level. It is also common practice to use the project contingency to cover changes between the bid plans and final construction documents. For this project, this has amounted to \$124,869.
3. **Over excavation for oxidation ditches:** It is not uncommon to find unsuitable soils in excavations that need to be removed and replaced with engineered materials to properly support new structures to meet the Uniform Building Code requirements. While excavating for the oxidation ditches, it was determined that an additional 65 cubic yards of materials would need to be removed and replaced. Cost is \$13,118.
4. **Electrical building 18" pipe conflict:** While laying buried conduit for the new electrical building, the electrical contractor found that the depth of an abandoned 18" mixed liquor pipe was the same depth as the conduit bank. The least expensive option was to cut and remove that section of pipe. Cost is \$6,260.
5. **Additional Rebar:** At bid time, the plans and specifications had been advanced to the 60% completion level. At bid time, the engineer had only performed very preliminary structural calculations. Subsequent to the bidding period and during advancement to final design Gray & Osborne performed the detailed structural calculations necessary for all of the proposed structures in the project. This resulted in several adjustment to the quantity of steel rebar needed for all of the structures. The total amount of rebar necessary for all structures on the project increased by about 5%. The resulting cost increase is \$73,411.

To-date, the City Council has approved one change order to increase the total funding for the project. That was for a mixer support and work platform for the magnesium hydroxide chemical addition system and was approved at the August 16, 2022 City Council meeting. The total cost of that item was \$66,219. Approval of Change Orders #1 and #7 would result in total additional funding of \$328,176 or 1.2% of the total project cost.

It should be noted that there are several items that will be removed during the course of the project that the City will sell for re-use. That will bring some revenue back to the City. Staff is anticipating that the sale of these surplus items will generate approximately \$75,000 in revenue, helping to offset the costs of these

City Council Agenda Bill

change orders. Additionally, any contingency not spent will be returned to the City at the conclusion of the project.

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 September 27, 2022 meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: MOTION to approve AB22-120, authorizing Change Orders #1 and #7 with the Washington State Department of Enterprise Services for the WWTP High Priority Improvements Phase II Project, in an amount not to exceed \$261,957.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 4, 2022		

DES Energy Program COP-FA Coversheet

Client Name	City of North Bend
Project Number	2020-527 G (1-1)
COP/FA Number	1
Project Title	
Date	Waste Water Treatment Plant 2

Construction		
Direct Costs		RAS Pipe Relocation
General Construction Labor	\$	20,135
General Construction Material	\$	5,479
General Construction Equipment	\$	27,866
Mechanical Labor	\$	22,423
Material - Temp. Hookup 280ft of 16" HDPE	\$	34,507
Material - Reuse 120ft of existing 16" HDPE Pipe	\$	(4,521)
Material - Restore to Original Conditions	\$	22,104
Site Supervision (\$196.47/hr *24 hour)	\$	4,715
Site Safety Conditions	\$	1,280
Subtotal	\$	133,988
Sales Tax	9.00%	\$ 12,059
Construction Subtotal	\$	146,047

Professional Services	Percent
Design	5.8%
CM	5.2%
OH&P	14.3%
Subtotal	\$ 25,208
Sales Tax	9.00%
PS Subtotal	\$ 27,477

Total Cost of Change	\$ 173,524
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Use contingency funds <input type="checkbox"/>	Use additional owner funds Use additional owner funds
Acknowledgement of Total Cost of Change	
Client _____	
ESCO _____	
Energy Project Manager _____	

DES Energy Program COP-FA Coversheet

Client Name	City of North Bend
Project Number	2020-527 G (1-1)
COP/FA Number	7 - Lead Painted Steel Removal and Disposal
Project Title	Waste Water Treatment Plant - Phase 2
Date	8/29/2022

Construction		Total
Direct Costs		
Lead Paint Abatement	\$	48,002
Site Supervision (14 days x 8 hours x \$196.47 / hour)	\$	22,005
Site Trailer (\$656.22/month x 14 days /20 working days per month)	\$	459
Honey Bucket (\$957/month x 14 days / 20 working days per month)	\$	670
Dumpster (\$831.52/month x 14 days / 20 working days per month)	\$	582
Water (\$75.81/month x 14 days / 20 working days per month)	\$	53
Subtotal	\$	71,771
Sales Tax	9.00%	\$ 6,459
Construction Subtotal	\$	78,230

Professional Services		Percent
Design	5.8%	
CM	5.2%	\$ 2,496
OH&P	14.3%	\$ 6,864
Subtotal		\$ 9,360
Sales Tax	9.00%	\$ 842
PS Subtotal		\$ 10,203

Total Cost of Change - Pricing Valid through September 30, 2022	\$ 88,433
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Use contingency funds <input type="checkbox"/>	Use additional owner funds
--	----------------------------

Acknowledgement of Total Cost of Change	Client _____
	ESCO _____
	Energy Project Manager _____



City Council Agenda Bill

SUBJECT:	Agenda Date: October 4, 2022	AB22-121
Motion Authorizing a Professional Services Agreement with Terra Property Analytics, LLC for Appraisals of Sallal Water Association Owned Building and Properties	Department/Committee/Individual	
Cost Impact: \$21,220 NTE	Mayor Rob McFarland	
Fund Source: Water Fund – Professional Services	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Work Scope and Fee

SUMMARY STATEMENT:

In June 2022, Sallal Water Association (Sallal) declared a water moratorium with an unknown end date for their water service area which includes inside North Bend city limits. Sallal is indicating it may have exhausted all available water supply and has run out of water rights to serve additional connections. This is one of the reasons why the City of North Bend (City) recommends consolidating the Sallal and City water systems and has made an offer to purchase Sallal. The introductory offer to purchase Sallal occurred on August 16, 2022 with a price to be provided later. The purpose of this agenda bill is to move forward with an appraisal so that a valuation of Sallal can occur.

As a non-profit corporation, Sallal does have assets in the form of property ownership. All of these property owner interests are located outside City Limits. These include:

1. Tax parcel number (TP#) 182309-9018, a 4.55-acre property, contains a nearly constructed Sallal headquarters building, Edgewick well, and 1-2 water reservoirs. Location is adjacent to SE 144th Street.
2. TP# 182309-9070, a 0.86-acre property, contains 2 water reservoirs. Location is adjacent to Middle Fork Road.
3. TP# 182309-9061, a 0.40-acre property, contains the Riverpoint Reservoir. Location is adjacent to Mt. Si Road.

There are several other tax parcels with Sallal interest that benefit Sallal in the form of easements, but not fee simple ownership. These include:

4. TP# 072309-9052, which likely contains an easement for a reservoir (Terrell Reservoir) and access. Property owner is WA State Department of Natural Resources. Location is adjacent to Mt. Si Road.
5. TP# 342308-9003, which likely contains an easement for a reservoir (Rattlesnake Reservoir), 2 wells, and access. Property owner is City of Seattle. Sallal's benefitting area is quite small compared to the parcel's large area. Location is adjacent to Cedar Falls Road.
6. TP# 883577-0350, which likely contains an easement for a reservoir (Uplands Reservoir) and access. Property owner is Uplands Reserve HOA. Location is nearby Reserve Drive SE.

City Council Agenda Bill

Additionally, Sallal has a series of BPS (booster pump stations) located within unincorporated King County and the City, but they are mostly in public rights-of-ways, not in fee simple owned land. One of Sallal's BPSs appears to be located adjacent to North Bend Way on property owned by Tanner Electric. Sallal likely has an easement for this BPS.

Additionally, Sallal has some equipment assets such as vehicles. Those items will also be appraised.

To date, Sallal will not allow the City access to their expenses and revenues, so valuing Sallal will be a challenge. Sallal's most recent Water System Plan mentions \$8 million in pending capital improvements. Also, there is a USDA 40-year loan of several million dollars. There may be other liabilities as well.

In conclusion, the City needs a better understanding of the value of Sallal assets in order to establish a purchase price. Staff recommends this contract with Terra Property Analytics, LLC move forward.

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 during its September 27, 2022 meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-121, authorizing the Mayor to sign a Professional Services Agreement with Terra Property Analytics, LLC, in a form and content approved by the City Attorney, in an amount not to exceed \$21,220.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 4, 2022		



Terra Property Analytics, LLC
PO Box 31097
Seattle, Washington 98103

Voice 206.213.0810
Fax 206.299.4464
www.rerесources.com

Valuation
Litigation Support
Consulting

September 27, 2022

Mark Rigos, P.E.
Public Works Director / Deputy City Administrator
City of North Bend Annex
PO Box 896
126 East Fourth Street
North Bend, WA 98045

Dear Mr. Rigos,

This is our proposal to furnish appraisal services for appraising the Sallal Water Association's real property on the following tax parcels:

Owned In Fee
1823099018
1823099070
0723099061

Rights in Easements
0723099052
3423089003
8835770350

We will appraise of the market value and the value in use of the real property of the three fee-held subject properties and the three easement held properties. This report will be used by the City of North Bend for negotiations.

In addition to the six fee and easement properties controlled by Sallal, they also own a significant amount of water distribution equipment, fixtures, pipelines, pumps, and tanks. Those items are not included in the scope of this appraisal, although they may have significant value in use or market value. Furthermore, this appraisal will only analyze the market value (or alternate use value, as if placed on the open market) and the value in use, as applicable, of the six fee and easement properties identified above. Our work will not address the going concern value or the investment value of the Sallal Water Association, nor will we address the Association's book value, current balance sheet, capital reserves, or any estimates of deferred maintenance or required capital projects.

The client will be the City of North Bend, who intends to utilize these values for a potential acquisition of the Sallal Water Association.

I. Services

We will prepare the appraisal in a summary narrative report format. The report will be in accordance with the appraisal reporting standards of the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Uniform Standards for Federal Land Acquisitions. The report will meet WSDOT standards for the summary Narrative Appraisal Form format.

This bid assumes that all required information on the subject can be provided to us in a timely manner. It will also be your responsibility to ensure that we can physically inspect the property. The following information will be required for completion of the appraisal:

1. Definitive mapping and location information for the fee acquisitions and the easements.
2. All available site surveys, building plans, tank and pipeline plans.
3. A title report for the parcels,
4. wetlands surveys and environmental audits when appropriate for each parcel,
5. Copies of the existing beneficial and subservient easements.
6. Title information relating to unusual legal restrictions such as easements, covenants, encroachments, development restrictions, etc.
7. Information on any recent or current listings, offers, or pending purchase agreements on the property and information on the previous sales history of the subject.
8. Copies of previously prepared reports revealing factors of significance regarding soils conditions, wetlands, hazardous wastes, asbestos containing materials, ADA compliance, building maintenance, structural integrity, etc.
9. Contact information for arranging an on-site inspection.

We will be able to complete the appraisal within 3 to 4 weeks of your prompt authorization to proceed.

The term "Market Value" is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date, and the passing of title from seller to the buyer under conditions whereby:

- a. the buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and acting in what they consider their own best interests;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [I].

The term “Value in Use” is defined as:

The value the real estate contributes to the enterprise of which it is a part.

The Dictionary of Real Estate Appraisal. 6th ed.
Chicago, IL: The Appraisal Institute, 2015.

The term “Use Value” is defined as:

In real estate appraisal, the value a specific property has for a specific use; may be the highest and best use of the property or some other use specified as a condition of the appraisal.

The Appraisal of Real Estate, 14th Edition, The Appraisal Institute.

II. Compensation

The cost for the valuation work described above appraisal will be billed hourly and will not exceed \$21,220 without your prior written approval.

Payment is due no later than 30 days following receipt of monthly invoices. Amounts not paid by the due date will bear interest at the rate of 1.0% per month of the overdue balance. If it becomes necessary for the firm to collect an overdue balance, you agree to be responsible for the costs of collection, including reasonable attorney's fees.

Our standard hourly billing rates are as follows:

Partner, Valuation& Consulting	\$290/hour
Partner, Consulting (under 6 Hours)	\$320/hour
Technical Writer/Analyst	\$120/hour
Market Research	\$120/hour
Administrative	\$70/hour

For additional meetings or analysis following delivery of our final reports, you will be billed at \$290/hour for principals' time, plus \$290/hour for any required travel time. The hourly charge for depositions, negotiating meetings with the property owners or their legal counsel, court testimony, mediation and arbitration is \$350/hour, plus \$290/hour for travel time.

III. Limitation of Liability

In no event will Terra Property Analytics, LLC (TPA) and its principals be liable to Client for any consequential, incidental or indirect damages (including loss of business profits, business opportunity, and the like) arising out of the Services provided by TPA even if TPA has been advised of the possibility of such damages.

IV. Termination

If you wish to cancel this assignment anytime following your authorization to us to proceed, we must receive a written notice of cancellation from you and you will be billed for time and materials to the date of cancellation.

V. General

This Agreement contains the entire understanding between Client and TPA. No modifications of this Agreement shall be effective unless in writing and signed by both parties. This Agreement shall be binding on any successors or assigns of either party hereto. Client shall be liable for any costs and attorney's fees incurred by TPA in the enforcement of the terms of this Agreement. This Agreement is governed by the laws of the State of Washington. Venue for any legal proceeding arising out of this Agreement shall be in King County, Washington.

We are trained as appraisers and have no formal training in land use law, land use planning, or architecture. The due diligence we undertake in our work is limited to our expertise and areas of training. Any land use or permitting issues which extend beyond our expertise need to be handled by qualified professionals and are outside the scope of this contract. If such issues arise and legal counsel is not available, we may need to make specific assumptions about such issues, but our assumptions are not a legal opinion. If such assumptions are proved incorrect following delivery of the report, revisions of the report will be considered additional work and billed outside of the scope of this contract.

If the above meets with your satisfaction, please indicate your acceptance of the terms of this Agreement by signing where indicated below.

Yours very truly,

Terra Property Analytics, LLC

By: 
Steve Price
Principal

Agreed and Accepted:

Mark Rigos, Public Works Director, City of North Bend.

Date



City Council Agenda Bill

SUBJECT:	Agenda Date: October 4, 2022	AB22-122
Public Hearing and Ordinance Amending the Taxes, Rates & Fees Schedule Relating to School Impact Fees	Department/Committee/Individual	
Cost Impact: N/A	Mayor Rob McFarland	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Effective January 1, 2023	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	CED – Rebecca Deming/ Jamie Burrell	X
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	

Attachments: Ordinance, Exhibit A – 2022 SVSD Capital Facilities Plan, Public Hearing Notice

SUMMARY STATEMENT:

The City Council adopted Ordinance No. 1260, effective December 18, 2006, adopting School Impact Fees, and adopted Ordinance No. 1269 authorizing any School Impact Fee so established by Ordinance to be included in any future Tax, Rate and Fee Schedule Ordinance or Resolution of the City.

Pursuant to Ordinance No. 1260, the City is to review the Taxes, Rates and Fees Schedule on an annual basis as it relates to School Impact Fees because of the annual adjustments of the Snoqualmie Valley School District (“District”) Capital Facilities Plan.

The City received a copy of the “2022 Capital Facilities Plan” which was adopted by the District on June 2, 2022 and received by the City on June 21, 2022 indicating a School Impact Fee of **\$16,202.85** for Single Family residential and **\$5,534.14** for Multi-Family residential units, as determined by the calculation formulas adopted as Exhibits A and B of Ordinance No. 1260. By comparison, the 2021 school impact fees were **\$11,090.682** for Single Family residential and **\$4,596.83** for Multi-Family residential units.

The City has determined cottage or other residential dwellings greater than 1,200sf shall be charged the Single-Family rate and the Multi-Family rate shall apply to cottage or other residential dwellings 1,200sf or less, consistent with the Transportation Impact Fee.

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

COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee discussed this item at its August 16, 2022 meeting and recommended full Council consideration on the Main Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-122, an ordinance amending the Taxes, Rates, & Fees Schedule relating to School Impact Fees, as a first and final reading.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
October 4, 2022		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, UPDATING THE AMOUNT OF
SCHOOL IMPACT FEES; AMENDING THE TAXES,
RATES AND FEES SCHEDULE RELATING TO
SCHOOL IMPACT FEES; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, pursuant to North Bend Municipal Code (“NBMC”) Section 17.32.010, the City Council of the City of North Bend (“City”) has authority to create and set school impact fees to be collected on behalf of Snoqualmie Valley School District No. 410 (“School District”); and

WHEREAS, as adopted in Ordinance No. 1260, effective December 18, 2006, an initial amount of school impact fees were established and updated by the City consistent with the fees established in the School District’s Capital Facilities Plan; and

WHEREAS, the City amended Ordinance No. 1260 to clarify the treatment of cottage dwelling units for purposes of calculating the amount of school impact fees with Ordinance No. 1636, effective January 1, 2018; and

WHEREAS, pursuant to Ordinance No. 1269, effective April 2, 2007, the Fee Schedule references the designated amount of school impact fees, as determined according to the Capital Facilities Plan of the School District; and

WHEREAS, pursuant to Ordinance No. 1260 and Article III of the Interlocal Agreement between the City and the School District dated December 6, 2006, and subsequently amended on April 3, 2012, the City must review and adjust the Fee Schedule on an annual basis as it relates to school impact fees, to account for adjustments to the School District’s Capital Facilities Plan; and

WHEREAS, the School District adopted its “Capital Facilities Plan 2022” on June 2, 2022, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the School District’s Capital Facilities Plan 2022 establishes a school impact fee of \$16,202.85 for Single Family and \$5,534.14 for Multi-Family; and

WHEREAS, pursuant to Ordinance No. 1483, effective April 15, 2013, the School District Capital Facilities Plan is incorporated by reference into the Capital Facilities Element of the North Bend Comprehensive Plan; and

WHEREAS, the City Council held a Public Hearing on this matter on October 4, 2022, and desires to update the amount of school impact fees to be consistent with the School District Capital Facilities Plan 2022;

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

Section 1. School Impact Fees, Amended: The school impact fees authorized by North Bend Municipal Code Section 17.32.010 shall be amended to read as follows:

Impact fees per single-family dwelling unit, cottage or other dwelling unit greater than 1,200 sq. feet	<u>\$16,202.85</u> <u>\$11,090.68</u>
Impact fees per multi-family unit, cottage or other dwelling unit 1,200 sq. feet or less	<u>\$5,534.14</u> <u>\$4,596.83</u>

Section 2. Taxes, Rates & Fees Schedule, Amended: The City Clerk is directed to update the School Impact Fees, as set forth in Section 1 of this Ordinance, in the next update to the City's Taxes, Rates and Fees Schedule.

Section 3. 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 4. Effective Date: This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force on January 1, 2023.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF OCTOBER, 2022.

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective: January 1, 2023

Susie Oppedal, City Clerk

SNOQUALMIE VALLEY SCHOOL DISTRICT 410

CAPITAL FACILITIES PLAN 2022

RECEIVED
JUN 21 2022
City of North Bend



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Snoqualmie Valley School District No. 410 hereby provides to the King County Council this Capital Facilities Plan documenting the present and future school facility requirements of the district. The Plan contains all elements required by the Growth Management Act and King County Code Title 21A.43, including a six (6) year financing plan component.

Adopted on June 02, 2022

SNOQUALMIE VALLEY SCHOOL DISTRICT NO. 410

**2022-2027
SIX-YEAR CAPITAL FACILITIES PLAN**

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For information about this plan, call the District Business Services Office
(425.831.8011)

Snoqualmie Valley School District No. 410
Snoqualmie, Washington
(425) 831-8000

Board of Directors

	<u>Position Number</u>	<u>Term</u>
Melissa Johnson, President	1	1/1/22 - 12/31/25
Geoff Doy, Vice President	2	1/1/20 - 12/31/23
Carolyn Simpson,	3	1/1/20 - 12/31/23
Gary Fancher	4	1/1/22 - 12/31/25
Ram Dutt Vedullapalli	5	1/1/20 - 12/31/23

Central Office Administration

Superintendent	Lance Gibbon
Assistant Superintendent - Finance & Operations	Ryan Stokes
Assistant Superintendent - Teaching and Learning	Ginger Callison
Assistant Superintendent - Teaching and Learning	Dan Schlotfeldt
Executive Director of Student Services	Nicole Fitch
Executive Director of Human Resources	Beth Porter

Snoqualmie Valley School District No. 410
Snoqualmie, Washington

Administration Building
8001 Silva Ave S.E., P.O. Box 400
Snoqualmie, WA 98065
(425) 831-8000
Lance Gibbon, Superintendent

Mount Si High School
8651 Meadowbrook Way S.E.
Snoqualmie, WA 98065
John Belcher, Principal

Two Rivers School
8651 Meadowbrook Way S.E.
Snoqualmie, WA 98065
Rhonda Schmidt, Principal

Snoqualmie Middle School
9200 Railroad Ave S.E.
Snoqualmie, WA 98065
Megan Botulinski, Principal

Chief Kanim Middle School
32627 S.E. Redmond-Fall City Rd.
P.O. Box 639
Fall City, WA 98024
Michelle Trifunovic, Principal

Twin Falls Middle School
46910 SE Middle Fork Road
North Bend, WA 98045
Jeff D'Ambrosio, Principal

Cascade View Elementary
34816 SE Ridge Street
Snoqualmie, WA 98065
Jim Frazier, Principal

Snoqualmie Elementary
39801 S.E. Park Street
Snoqualmie, WA 98065
John Norberg, Principal

North Bend Elementary
400 East Third Street
North Bend, WA 98045
Stephanie Shepherd, Principal

Fall City Elementary
33314 S.E. 42nd
Fall City, WA 98027
Katelyn Long, Principal

Timber Ridge Elementary
34412 SE Swenson Drive
Snoqualmie, WA 98065
Kaaren Kim, Principal

Opstad Elementary
1345 Stilson Avenue S.E.
North Bend, WA 98045
Emily Hays, Principal

Section 1. Executive Summary

This Six-Year Capital Facilities Plan (the "Plan") has been prepared by the Snoqualmie Valley School District (the "District") as the organization's primary facility planning document, in compliance with the requirements of the State of Washington's Growth Management Act and King County Code 21A.43. This plan was prepared using data available in the spring of 2022 and is consistent with prior capital facilities plans adopted by the District; however, this plan is not intended to be the sole plan for all the organization's needs.

For impact fees to be collected in the unincorporated areas of King County, the King County Council must adopt this plan, as proposed by the District. The Snoqualmie Valley School District also includes the incorporated cities of Snoqualmie and North Bend, as well as a portion of the city of Sammamish. The cities of Snoqualmie, North Bend, and Sammamish have each adopted a school impact fee policy and ordinance like the King County model.

Pursuant to the requirements of the Growth Management Act and the local implementing ordinances, this plan will be updated on an annual basis with any changes in the fee schedule adjusted accordingly. See Appendix A for the current single-family residence and multi-family residence calculations.

The District's Plan establishes a "standard of service" in order to ascertain current and future capacity. This standard of service is reflective of current student/teacher ratios that the District hopes to be able to maintain during the period reflected in this Capital Facilities Plan. The Standard of Service has been updated to incorporate class size reduction at the K-3 level but **does not** incorporate additional class size reductions for all other grades, as outlined in Initiative 1351, which was approved by voters in November 2014. Future updates to this plan will consider incorporating those class sizes as the implementation of Initiative 1351 progresses.

It should also be noted that although the State Superintendent of Public Instruction establishes square foot guidelines for capacity funding criteria, those guidelines do not account for the local program needs in the District. The Growth Management Act and King County Code 21A.43 authorize the District to make adjustments to the standard of service based on the District's specific needs.

In general, the District's current standard provides the following (see Section 2 for additional information):

School Level	Target Average Student/Teacher Ratio
Elementary	20 Students
Middle	27 Students
High	28 Students

School capacity for the 2022-23 school year is based on the District standard of service and use of existing inventory. Existing inventory includes both permanent and relocatable classrooms (i.e. portable classroom units). The District's 2022-23 overall permanent capacity is 6,490 students (with an additional 2,070 student capacity available in portable classrooms). Enrollment in 2020-21 decreased due to the impacts of COVID-19 on available school service models. October enrollment for the 2021-22 school year rebounded from the 2020-21 dip, with 6,876 full time equivalents ("FTE"). The District anticipates enrollment to continue to grow over the duration of this plan, as projected by our third-party demographer. Their projections are based on census data, economic trends, housing projections and birth rates, among other factors. FTE enrollment is projected to increase by 1% to 6,952 in 2027, based on the mid-range of enrollment projections provided by a third-party demographer. High-range projections would anticipate approximately 5% enrollment growth over the same period.

Washington State House Bill 2776, which was enacted in 2010, required all kindergarten classes in the State to convert to full day kindergarten by 2018. The District converted to full day kindergarten in 2016. This transition doubled the number of classrooms needed for kindergarteners, including students which require additional special educational services. HB 2776 also stipulated K-3 class sizes to be reduced to 17 students per teacher by 2018 (down from the 21:1 average previously funded). This reduction in class sizes also required significant increases in the number of classrooms needed to adequately serve our K-3 population. As noted in Section 7, the elementary school portable classrooms house the equivalent of 2 elementary schools, or approximately one-third of all elementary students.

Though areas of growth are seen in various areas of the District, the most notable growth continues to be in the Snoqualmie Ridge and North Bend areas. United States Census data released in 2021 indicated the City of Snoqualmie grew by 32.3% over the last decade, while the City of North Bend grew by 31.8% over the same time period. The cities of Snoqualmie and North Bend both anticipate future housing growth beyond 2027, while growth in unincorporated King County and the city of Sammamish should experience minimal housing growth in the District, unless annexations occur.

Such large and sustained growth continues to create needs for additional classroom inventory. Previously, those needs have been addressed via the construction of Cascade View Elementary in 2005, Twin Falls Middle School in 2008, a 12-classroom portable expansion at Mount Si High School in 2009, the conversion of Snoqualmie Middle School into a Freshman Campus for Mount Si High School in 2013, the relocation of the 12-classroom portable expansion from Mount Si High School to Snoqualmie Middle School, as well as the addition of numerous portable classrooms throughout the District.

In the February 2015, a bond proposition was passed to construct a 6th elementary school and expand and modernize the main campus of Mount Si High School. The new Timber Ridge Elementary School was completed in 2016 and the Mount Si High School project was completed in 2021. The MSHS project provides available capacity to serve growth needs at the high school level as well as the middle school level, by allowing for the conversion of the "Freshman Campus" back to a middle school (Snoqualmie Middle School).

The District will also need to address continuing elementary capacity needs related to growth. While the District owns property adjacent to Twin Falls Middle School that

could be used for the construction of an elementary, the District has launched a committee to review districtwide facilities needs in conjunction with projected enrollment. This committee is developing a 20-year long-range facilities plan, with the first phase expected to reflect the six-year window of this plan. Elementary capacity projects that are being considered include a rebuild and expansion of North Bend Elementary, Fall City Elementary and Opstad Elementary, and/or a new 7th elementary school. Given the age of both Fall City Elementary and North Bend Elementary, and the floodway restrictions at North Bend Elementary which render a renovation of that building infeasible, the District currently anticipates both schools being candidates for replacement and expansion. These expansions would create capacity to serve elementary growth, while also eliminating significant number of portable classrooms currently at those buildings. A renovated and expanded Opstad Elementary or a new 7th elementary school are also being evaluated as potential options for additional elementary capacity. See Section 6 for more details on the District's capacity planning.

Section 2. Current District "Standard of Service"
 (as defined by King County Code 21A.06)

King County Code 21A.06 refers to a "standard of service" that each school district must establish in order to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors (determined by the district), which would best serve the student population. Relocatables (i.e. portable classroom units) may be included in the capacity calculation using the same standards of service as the permanent facilities.

The standard of service outlined below reflects only those programs and educational opportunities provided to students that directly affect the capacity of the school buildings. The special programs listed below require classroom space; thus, the permanent capacity of some of the buildings housing these programs has been reduced in order to account for those needs. Standard of Service has been updated to incorporate anticipated class size reduction at the K-3 level but **does not** incorporate additional class size reductions for all other grades, as outlined in Initiative 1351, which was approved by voters in November 2014. Future updates to this plan will consider incorporating those class sizes as the state implementation of Initiative 1351 progresses.

Standard of Service for Elementary Students

- Average target class size for grades K - 2: 17 students
- Average target class size for grade 3: 17 students
- Average target class size for grades 4-5: 27 students
- Special Education for students with disabilities may be provided in a self-contained classroom. Average target class size: 12 students

Identified students will also be provided other special educational opportunities in classrooms designated as follows:

- Resource rooms
- Computer rooms
- English Language Learners (ELL)
- Education for disadvantaged students (Title I)
- Gifted education (Hi-C)
- District remediation programs
- Learning assisted programs
- Severely behavior disordered
- Transition room
- Mild, moderate and severe disabilities
- Preschool programs

Standard of Service for Secondary Students

- Average target class size for grades 6-8: 27 students
- Average target class size for grades 9-12: 30 students
- Average target class size for Two Rivers School: 20 students
- Special Education for students with disabilities may be provided in a self-contained classroom. Average target class size: 12 students

Identified students will also be provided other special educational opportunities in classrooms designated as follows:

- English Language Learners (ELL)
- Resource rooms (for special remedial assistance)
- Computer rooms
- Daycare programs

The District's goal is to provide a standard of service of 17 students per classroom for kindergarten through grade 3, and 25 students per classroom in grades 4 through 5. However, the state currently funds grades 4 and 5 at 27 students per classroom.

Room Utilization at Secondary Schools

It is not possible to achieve 100% utilization of regular teaching stations because of scheduling conflicts for student programs, the need for specialized rooms for certain programs, and the need for teachers to have a work space during their planning periods. Based on actual utilization due to these considerations, the District uses a standard utilization rate of 83% (5 out of 6 periods) for determining middle school capacity.

Beginning in the 2019-20 school year, Mount Si High School converted to a 7-period schedule. Teachers teach 5 of those periods, resulting in an expected room utilization of 71% (5 out of 7). As enrollment grows, we would expect a need for some teachers to change classrooms throughout the day, resulting in a slightly higher utilization rate of 75%. As a result of lower room utilization rates, the average target class size for capacity purposes for Mount Si has also been increased from 27 to 30. Adjustments to the class size and classroom utilization rates may occur in future revisions to this plan, based on revisions to the new high school schedule as it is implemented.

Section 3. Inventory and Evaluation of Current Permanent Facilities

The District's current overall capacity for the 2022-23 school year is expected to be 8,560, comprised of permanent classroom capacity of 6,490 students, and temporary classroom capacity of 2,070 students. October enrollment for the 2021-22 school year was 6,652 for purpose of the building inventory below. Districtwide, October 2021 enrollment totaled 6,876 full time equivalents ("FTE"), which includes students attending Parent Partnership Program and out-of-district placements. FTE enrollment is projected to increase by 1% to 6,952 in 2027, based on the mid-range of enrollment projections provided by a third-party demographer.

Calculations of elementary, middle, and high school capacities have been made in accordance with the current standards of service. Due to changes in instructional programs, student needs (including special education) and other current uses, some changes in building level capacity have occurred at some schools. An inventory of the District's schools arranged by level, name, and current permanent capacity are summarized in the following table. In addition, a summary of overall capacity and enrollment for the next six years is discussed further in Section 7.

The physical condition of the District's facilities was evaluated by the 2022 State Study and Survey of School Facilities completed in accordance with WAC 180-25-025. As schools are modernized, the State Study and Survey of School Facilities report is updated. That report is incorporated herein by reference.

Inventory of Permanent School Facilities and Related Program Capacity
2022-23 School Year

ELEMENTARY LEVEL				
Facility	Address	Grade Span	Permanent Capacity *	2021-22 Enrollment **
CASCADE VIEW	34816 SE Ridge Street Snoqualmie, Washington	K thru 5	495	557
FALL CITY	33314 SE 42nd Place Fall City, Washington	K thru 5	280	457
NORTH BEND	400 E 3rd Street North Bend, Washington	K thru 5	282	461
OPSTAD	1345 Stilson Av SE North Bend, Washington	K thru 5	452	540
SNOQUALMIE	39801 SE Park Street Snoqualmie, Washington	K thru 5 & Preschool	270	404
TIMBER RIDGE	34412 SE Swenson Drive Snoqualmie, Washington	K thru 5	583	652
Total Elementary School			2,362	3,071
MIDDLE SCHOOL LEVEL				
Facility	Address	Grade Span	Permanent Capacity *	2021-22 Enrollment **
CHIEF KANIM	32627 SE Redmond-Fall City Rd Fall City, Washington	6, 7 & 8	697	589
SNOQUALMIE	9200 Railroad Ave SE Snoqualmie, Washington	6, 7 & 8	336	499
TWIN FALLS	46910 SE Middle Fork Road North Bend, Washington	6, 7 & 8	765	549
Total Middle School			1,798	1,637
HIGH SCHOOL LEVEL				
Facility	Address	Grade Span	Permanent Capacity *	2021-22 Enrollment **
MOUNT SI/ TWO RIVERS	8651 Meadowbrook Way SE Snoqualmie, Washington	9 thru 12	2,330	1,873
Total High School			2,330	1,944
TOTAL DISTRICT			6,490	6,652

* Does not include capacity for special programs as identified in Standards of Service section.

** Difference between enrollment (pg. 13) is due to rounding, Parent Partner Program, and out-of-district placements.

Section 4. Relocatable (Portable) Classrooms

For a definition of relocatables and permanent facilities, see Section 2 of King County Code 21A.06.

The District inventory includes 95 portable classrooms that provide standard capacity and special program space as outlined in Section 2. The District inventory of portables provides approximately 24% of capacity District-wide. The rebuild of Mount Si High School and the re-opening of Snoqualmie Middle schools has significantly reduced the percentage of secondary students in portable classrooms. At the elementary level, 38% of facility capacity is housed in portable classrooms, which is the equivalent of over 2 entire elementary schools. Based on projected enrollment growth and timing of anticipated permanent facilities, the District anticipates the need to acquire additional portables at the elementary level during the next six-year period.

As enrollment fluctuates, portables provide flexibility to accommodate immediate needs and interim housing. Because of this, new and modernized school sites are all planned to accommodate the potential of adding portables in order to address temporary fluctuations in enrollment. In addition, the use and need for portables will be balanced against program needs. Portables are not a solution for housing students on a permanent basis, and the District would like to continue to reduce the percentage of students that are housed in portable classrooms.

The cost of portables also varies widely based on the location, jurisdictional permitting requirements and intended use of the classrooms.

The District has an additional 15 portable classrooms in its inventory that are used for special program purposes or districtwide support services and are not available for regular classroom needs.

Two Rivers School relocated to the Mount Si High School campus in the fall of 2021. The District is currently working on facility improvements of that modular classroom facility and expects to bring that building back into available capacity in the Fall of 2023.

Section 5. Six-Year Enrollment Projections

The District contracts with Flo Analytics ("FLO") to project student enrollment over the next six-years. FLO provides the District a low, middle and high-range projections that are based on historic growth trends, future housing construction plans and availability, birth rates, as well as economic and various other factors that contribute to overall population growth. Based on the mid-range projection provided in April 2022 by FLO, enrollment is expected to increase by 76 students (1%) over the next six years.

The enrollment projections shown below have been adjusted beginning in 2016 to account for the conversion of half-day kindergarten students to full-day kindergarten students, as required by Washington State House Bill 2776, which was enacted in 2010. While this change did not increase the number of students (headcount), doubling the amount of time the students are in school also doubled the number of kindergarten classrooms needed to serve that grade level.

A few years prior to the construction of the new Mount Si High School, the District saw a significant increase in the number of students choosing to enroll in Running Start programs. With the opening of the new Mount Si High School and increased availability of dual credit and advanced placement offerings, we anticipate an increase of student retention in the 11th and 12th grades. Additional program enhancements, such as the relocation of Two Rivers onto the Mount Si High School campus, should also improve student outcomes and retention. These factors are not included in the demographer projections below but may result in higher high school enrollment at Mount Si High School over the next six years. We will continue to update enrollment projections in future updates to this plan.

Snoqualmie Valley School District No. 410
Actual Full-Time Equivalent Enrollment through 2021 and Projected Enrollment from 2022 through 2027

GRADE:	Actual												Enrollment Projections through 2027					
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Kindergarten **	236	233	257	245	267	241	548	508	548	603	402	546	548	546	540	530	520	531
1st Grade	505	490	495	540	530	578	526	574	530	552	561	475	560	564	562	555	545	538
2nd Grade	530	501	491	504	559	536	614	560	569	549	516	593	492	577	581	579	573	566
3rd Grade	491	522	510	509	515	567	559	608	564	572	519	549	591	495	580	585	583	580
4th Grade	527	493	534	517	509	566	597	566	585	566	534	525	551	588	493	577	582	584
5th Grade	506	517	492	528	538	526	570	596	557	584	554	545	520	547	582	488	571	580
K-5 Subtotal	2,795	2,756	2,779	2,843	2,918	3,014	3,414	3,412	3,353	3,426	3,086	3,233	3,262	3,317	3,338	3,314	3,374	3,379
6th Grade	475	491	504	472	514	570	529	580	582	574	581	548	550	524	549	584	489	576
7th Grade	469	480	488	512	481	525	572	511	581	590	550	594	556	558	532	557	591	496
8th Grade	430	473	481	476	505	486	508	563	514	570	558	554	593	558	559	535	557	593
6-8 Subtotal	1,374	1,444	1,473	1,460	1,500	1,581	1,609	1,654	1,677	1,734	1,689	1,696	1,699	1,640	1,640	1,676	1,637	1,665
9th Grade	431	408	467	477	489	525	475	510	567	523	571	581	564	600	565	565	541	563
10th Grade	420	400	406	473	469	473	500	472	499	556	507	576	575	559	595	560	560	537
11th Grade	383	385	364	369	396	357	310	360	317	369	381	411	434	434	422	448	422	422
12th Grade	346	372	410	363	388	372	321	283	315	338	376	379	375	396	397	386	409	386
9-12 Subtotal	1,580	1,565	1,647	1,682	1,742	1,727	1,606	1,625	1,698	1,786	1,835	1,947	1,948	1,989	1,979	1,959	1,932	1,908

K-12 TOTAL	5,749	5,765	5,899	5,985	6,160	6,322	6,629	6,691	6,728	6,946	6,610	6,876	6,909	6,946	6,957	6,949	6,943	6,952
	<i>1.4%</i>	<i>0.3%</i>	<i>2.3%</i>	<i>1.5%</i>	<i>2.9%</i>	<i>2.6%</i>	<i>4.9%</i>	<i>0.9%</i>	<i>0.6%</i>	<i>3.2%</i>	<i>-4.8%</i>	<i>4.0%</i>	<i>0.5%</i>	<i>0.5%</i>	<i>0.2%</i>	<i>-0.1%</i>	<i>-0.1%</i>	<i>0.1%</i>

* Enrollment Projections above reflect mid-range enrollment projections provided by Flo Analytics: April 2022.

** Kindergarteners are counted as 1/2 FTE until 2016, when kindergarten classes transitioned to full day programming.

*** The district experienced large increases in Running Start enrollment for grades 11-12 recently. It is still too early to determine if this is a trend or an anomaly based on current circumstances (construction, high school schedule, etc.) Future enrollment will continue to be monitored and projections may be adjusted in subsequent updates to the Capital Facilities Plan.

Section 6. Six-Year Planning and Construction Plan

The District plans to use the following strategies in order to address future needs districtwide:

- Construction of new schools: complete full reconstruction and expansion of MSHS, and planning and construction of a new elementary school capacity;
- Use of additional portables to provide housing of students not provided for under other strategies;
- Acquisition of land needed for expansion of transportation facility needs related to growth.

In the fall of 2014, the Board adopted a 2015 bond proposition to construct a newly expanded Mount Si High School with modernization of certain existing components, as well as a new, sixth elementary school. The bond proposition was passed by the voters in February 2015.

The expanded and modernized Mount Si High School, completed in 2021, facilitated the relocation of the freshman campus onto the main high school campus, which in turn created needed middle school capacity by converting the current Freshman Campus back to a middle school (Snoqualmie Middle School).

The 2015 voter-approved proposition also included funds to construct a new Elementary School #6. The construction of Timber Ridge Elementary, completed in 2016, provided initial capacity at all elementary schools to implement full day kindergarten, reduce K-3 class sizes and provide for enrollment growth, as all District elementary schools underwent a re-boundary process in preparation for the opening of Timber Ridge. Despite the addition of Timber Ridge and recent additions of portable classrooms, the significant reductions in K-3 class sizes have resulted in most elementary schools operating at capacity. Future enrollment growth, when combined with reduced class sizes, will require additional future elementary school capacity. Portable classrooms may provide some short-term relief, however, many of the District's current elementary schools have reached the capacity to add more portable classrooms due to a number of factors, including land availability, building code restrictions, and capacity of corresponding common areas such as parking, bathrooms, specialist classrooms and building support services. As the District has more than two elementary schools of capacity in portable classroom, we anticipate future Elementary construction projects to include the reduction of portables within the District.

In the spring of 2020, the District launched a Facilities Study Committee to begin the process of determining the appropriate solution for future elementary capacity needs, while also attempting to address the large amounts of portable classroom capacity. While still in process at the time of the development of the annual update to this plan, the committee has determined that North Bend Elementary cannot be remodeled due to its location within the floodway, which requires that the entire building be floodproofed if improved by greater than 50% of its value. As such, any significant improvements to this building would require a new-in-lieu construction. While not in the floodway, Fall City Elementary is like North Bend Elementary in terms of being the oldest buildings in the District and having the largest relative percentage of portable classroom capacity. Rebuild and expansion projects for these two schools will add capacity for future

enrollment growth, while also eliminating 29 portable classrooms from district inventory. The committee will be spending the spring/summer of 2022 gathering additional feedback and input from our community regarding the timing and sequence of elementary capacity-adding projects, which could include the rebuild and expansion of Fall City Elementary, North Bend Elementary, Opstad Elementary and/or the construction of a new Elementary #7. Regardless of the projects selected, future elementary capacity will need to be achieved via construction of a new facility.

The committee is also reviewing potential improvements for Snoqualmie Middle School, via construction of a new Middle School on district property on Snoqualmie Ridge. This project would significantly improve safety and security, equity of middle school facilities, educational effectiveness of student spaces, and reduce the demand for district transportation. The goal of the committee was to present a final recommendation to the board no later than the Fall of 2022. Should the Board accept a recommendation from the Committee that differs from the anticipated project in this plan, we will incorporate any changes in the following annual Capital Facilities Plan update.

Also of note, the 2015 bond proposition included consideration for the construction of a separate preschool facility that will serve the growing special education needs of the District. This facility would increase the capacity at the elementary school which currently houses the preschool program and will allow for expansion of our preschool capacity in response to overall population growth. The timing and location of that facility is current under review, based on several changes since the planning of the 2015 bond - primarily, the vast geographic area of the District, combined with the expansion of centralized programs requiring transportation to a central facility in the District. One such example is the STREAM program, which has replaced Hi-C programs in each elementary school with a centralized magnet program currently housed at Snoqualmie Elementary. The transportation requirements of this program, when combined with the transportation needs of the preschool program are significant. When combined with a growing shortage of available bus drivers, the location and timing of the new preschool facility requires thoughtful consideration.

The District also needs to identify additional land for an expanded transportation facility to serve enrollment growth adequately. The District's current transportation facility is inadequate for meeting future district needs. The District has no space at the current facility to park additional busses needed to meet the growing student population. In planning for the most recent bond measure, the Board considered adding a new transportation facility to the project list. To control the overall cost of the bond proposition, this facility was the first capital improvement left off the prioritized list of needed improvements recommended by administration. However, at a minimum, additional land must be identified soon to meet short term needs, even prior to securing funding for a full-scale transportation facility that will support the future enrollment growth of the District.

Section 7. Six-Year Classroom Capacities: Availability/Deficit Projections

The following table summarizes permanent and portable projected capacity to serve our students during the periods of this Plan.

As demonstrated in the table, the District has continuing permanent capacity needs at the elementary and middle school levels. Some of those needs were partially addressed with the opening of Elementary #6 (Timber Ridge Elementary School). However, given the conversion to full day kindergarten and reduced elementary class sizes required by 2018, combined with current enrollment growth from new development, even after opening Timber Ridge, the District will face a need to plan for additional capacity at the K-5 level. Some of those additional capacity needs will require remediation in the short-term with portable classrooms. The construction of additional elementary capacity will address the longer-term capacity needs. For purposes of this plan, we anticipate North Bend Elementary school to be rebuilt and expanded by 2026, with a similar rebuild and expansion of Fall City Elementary to be completed in 2028.

With the completion and opening of MSHS, the District has provided available capacity to serve new growth at the 9-12 level. The expansion of Mount Si High School results in significant improvements in permanent capacity at the high school and middle school levels, with remaining capacity to serve anticipated growth over the six-year planning period.

The District is anticipated to have 24% of its districtwide classroom capacity in portable classrooms for the 2022-23 school year. At the elementary level, 38% of the anticipated classroom capacity is in portable classrooms. With the addition of portable classrooms and the construction of one new facility over the period of this Plan, the District would have 21% of its overall classroom capacity in portable classrooms in 2027, assuming older portable classrooms are removed from service. At the elementary level, the rebuild/expansion of NBE would reduce elementary portable inventory from 38% to 29% of elementary capacity. Future elementary projects noted above would further improve those ratios.

The District will continue to work towards reducing the percentage of students housed in portable classrooms, while also monitoring the future elementary school needs.

PROJECTED CAPACITY TO HOUSE STUDENTS

Elementary School K-5

PLAN YEARS: *	2022	2023	2024	2025	2026	2027
Permanent Capacity	2,362	2,362	2,422	2,422	2,422	2,790
New Construction: <i>Preschool, Elementary Capacity</i>	60				368	
Permanent Capacity subtotal:	2,362	2,422	2,422	2,422	2,790	2,790
Projected Enrollment:	3,262	3,317	3,338	3,314	3,374	3,379
Surplus/(Deficit) of Permanent Capacity:	(900)	(895)	(916)	(892)	(584)	(589)
Portable Capacity Available:	1,420	1,420	1,462	1,462	1,462	1,139
Portable Capacity Changes (+/-):	42				(323)	
Surplus/(Deficit) with Portables:	520	567	546	570	555	550

Middle School 6-8

PLAN YEARS: *	2022	2023	2024	2025	2026	2027
Permanent Capacity	1,798	1,798	1,798	1,798	1,798	1,798
Permanent Capacity subtotal:	1,798	1,798	1,798	1,798	1,798	1,798
Projected Enrollment:	1,699	1,640	1,640	1,676	1,637	1,665
Surplus/(Deficit) of Permanent Capacity:	99	158	158	122	161	133
Portable Capacity Available:	650	650	650	650	650	650
Portable Capacity Changes (+/-):						
Surplus/(Deficit) with Portables:	749	808	808	772	811	783

High School 9-12

PLAN YEARS: *	2022	2023	2024	2025	2026	2027
Permanent Capacity **	2,330	2,330	2,330	2,330	2,330	2,330
Total Capacity:	2,330	2,330	2,330	2,330	2,330	2,330
Projected Enrollment:	1,948	1,989	1,979	1,959	1,932	1,908
Surplus/(Deficit) Permanent Capacity:	382	341	351	371	398	422
Portable Capacity Available: **	0	0	0	0	0	0
Portable Capacity Changes (+/-):						
Surplus/(Deficit) with Portables:	382	341	351	371	398	422

K-12 TOTAL

PLAN YEARS: *	2022	2023	2024	2025	2026	2027
Total Permanent Capacity:	6,490	6,550	6,550	6,550	6,918	6,918
Total Projected Enrollment:	6,909	6,946	6,957	6,949	6,943	6,952
Surplus/(Deficit) Permanent Capacity:	(419)	(396)	(407)	(399)	(25)	(34)
Total Portable Capacity	2,070	2,112	2,112	2,112	1,789	1,789
Total Permanent and Portable Capacity	8,560	8,662	8,662	8,662	8,707	8,707
Surplus/(Deficit) with Portables:	1,651	1,716	1,705	1,713	1,764	1,755

* Plan Years are calendar years; projected enrollment listed above represents fall enrollment of that year.

Section 8. Impact Fees and the Finance Plan

By law, impact fees cannot be the sole source of funding new growth capacity. The school impact fee formula ensures that new development only pays for a portion of the cost of the facilities necessitated by new development. The following impact fee calculations examine the costs of housing the students generated by each new single family dwelling unit and each new multi-family dwelling unit. These are determined using student generation factors, which indicate the number of students that each dwelling produces based on recent historical data. The student generation factor is applied to the anticipated school construction costs (construction cost only, not total project cost), which is intended to calculate the construction cost of providing capacity to serve each new dwelling unit during the six-year period of this Plan. The formula does not require new development to contribute the costs of providing capacity to address needs created by existing housing units.

The construction cost, as described above, is reduced by any State matching dollars anticipated to be awarded to the District, and the present value of future tax payments related to the debt service on school construction bonds. This adjusted construction cost quantifies the cost of additional capacity per new residence during the six-year period of this Plan.

In accordance with the regulations of King County and the cities of Sammamish, Snoqualmie and North Bend, the local community must share 50% of each cost per new residence. As such, the final impact fee proposed by the District to its respective municipalities for collection reflects this additional required reduction to the cost per new residence.

The impact of these factors renders impact fees charged and collected insufficient to fully fund school construction projects. Local support via bonds will constitute most of the funding required to construct new facilities.

It may be of interest to the reader, especially those in our communities, that the District qualified for State matching dollars for both the Timber Ridge Elementary and Mount Si High School projects. The amounts awarded via 'State Match' are determined at the State level and represented approximately 11% of the total expected costs of both projects - essentially covering the sales tax that school projects are required to charge on publicly funded projects. So, like impact fees, State matching funds will typically only make minor contributions towards actual construction project costs.

The finance plan below demonstrates how the Snoqualmie Valley School District plans to finance improvements for the years 2022 through 2027. The financing components are primarily composed of secured funding (via the recently approved 2015 bond proposition) but will also require additional bonds to be approved. The District currently owns undeveloped land in both Snoqualmie and North Bend, either of which could be used for additional school capacity projects. The District must also plan for additional land and facilities to meet identified transportation facility needs. Future updates to this Plan will include updated information regarding these capacity-related projects and their associated construction costs.

2022 FINANCING PLAN

Facility:	Estimated Cost	Unsecured Source of Funds:			Secured Source of Funds:			
		Bonds/Local	State Match*	Impact Fees	Bonds	State Match	Impact Fees	Other Sources
MSHS New/Modernization, Land Acquisition and Field Improvements	\$219,800,000	\$0	\$582,160	\$500,000	\$188,200,000	\$26,243,240	\$500,000	\$3,774,600
Preschool	\$5,000,000	\$0	\$0	\$150,000	\$4,700,000	\$0	\$150,000	\$0
Elementary School Construction	\$65,500,000	\$55,041,000	\$8,459,000	\$2,000,000	\$0	\$0	\$0	\$0
Portable Classrooms - ES	\$630,000	\$0	\$0	\$455,000	\$0	\$0	\$175,000	\$0
Land Acquisition/Development - Transportation Facility Expansion	\$6,000,000	TBD	\$0	\$0	\$0	\$0	\$0	\$0

* Note that State Match funds will be held and used to offset costs of unforeseen conditions, unanticipated cost escalation, and/or project change orders, etc. At the completion of construction of all projects in the 2015 Bond Proposition, any unused State Match funds will be used to pay down principal outstanding on remaining debt. Such funds may also be used to make other capital improvements to the facilities of the District, but only after holding a public hearing thereon pursuant to RCW 28A.530.020.

¹ Listed here are estimated total project costs as adjusted for cost escalation through anticipated bid year.

Please note that only construction cost (not total anticipated project cost) is used in the calculation of school impact fees. Those are estimated as follows:

Added Elementary School Capacity: Estimated total project cost = \$83,589,000 Estimated cost of construction = \$65,500,000
Added High School Capacity: Estimated total project cost = \$219,800,000 Estimated cost of construction = \$178,900,000

For the purposes of this Plan's construction costs, the District is using actual costs for the Mount Si High School project and actual costs for recent portable acquisitions. The estimated cost for the elementary capacity project is based off cost estimates prepared by NAC Architecture, using costs based on recent elementary construction bid awards, and estimated cost inflation through the midpoint of the planned project, applied to the capacity projects under consideration.

The District has also updated State match availability estimates from OSPI. A district can be eligible for potential State matching funds for 1) new construction, and 2) modernization/new-in-lieu construction. Matching funds are calculated using grade level capacity grouped into two categories: grades K-8 and grades 9-12.

The Mount Si High School expansion and rebuild project qualified for modernization matching funds only, which represented just over 10% of the total construction cost of the project. For K-8 facilities, the district would currently qualify for state matching funds for some new construction and modernization. Even with the equivalent of two elementary schools in portable classrooms, the district only qualifies for state match funding for approximately half of the square footage of a new elementary school. Modernization funding is specific to individual buildings. Based on the estimates provided by OSPI, the combined state matching funds for modernization and new construction would only cover between 4% and 11% of construction costs, depending on the elementary project. For purposes of the state match credit in the impact fee calculation, we used an average of estimated funding - approximately 8% of construction costs.

We are hopeful that in the coming years, the State will address this obvious deficiency in the adequacy of state funding for facilities.

The Mount Si High School Project, recently completed in 2021, continues to have capacity available to serve new growth, and therefore is included in the District's school impact fee calculations along with the planned elementary additions.

Appendix A: Single Family Residence Impact Fee Calculation

Site Aquisition Cost Per Residence

Formula: $((\text{Acres} \times \text{Cost per Acre}) / \text{Facility Size}) \times \text{Student Factor}$

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	\$0	n/a	0.3820	\$0.00
Middle	25	\$0	n/a	0.1710	\$0.00
High	40	\$0	n/a	0.1660	\$0.00
			A----->		\$0.00

Permanent Facility Construction Cost Per Residence

Formula: $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Permanent/Total Footage Ratio})$

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	\$65,500,000	650	0.3820	0.8503	\$32,731.32
Middle	\$0	0	0.1710	0.9013	\$0.00
High	\$178,900,000	2,330	0.1660	1.0000	\$12,745.67
			B----->		\$45,476.99

Temporary Facilities Cost Per Residence

Formula: $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Temporary/Total Footage Ratio})$

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	\$315,000	20	0.3820	0.1497	\$900.67
Middle	\$0	27	0.1710	0.0987	\$0.00
High	\$0	28	0.1660	0.0000	\$0.00
			C----->		\$900.67

State Match Credit Per Residence (if applicable)

Formula: Current Construction Cost Allocation x SPI Footage x District Match x Student Factor

	CCCA	SPI Footage	District Match	Student Factor	
Elementary	\$246.83	90	8.00%	0.3820	\$678.88
Middle	\$246.83	117	n/a	0.1710	n/a
High	\$246.83	130	10.25%	0.1660	\$545.98
			D----->		\$1,224.86

Tax Credit Per Residence

Average Residential Assessed Value	\$701,791
Current Debt Service Tax Rate	\$2.0700
Annual Tax Payment	\$1,452.71
Bond Buyer Index Annual Interest Rate	2.45%
Discount Period (Years Amortized)	10
	TC-----> \$12,747.10

Fee Per Residence Recap:

Site Acquisition Cost	\$0.00
Permanent Facility Cost	\$45,476.99
Temporary Facility Cost	\$900.67
Subtotal	\$46,377.66
State Match Credit	(\$1,224.86)
Tax Payment Credit	(\$12,747.10)
Subtotal	\$32,405.70
50% Local Share	(\$16,202.85)
Impact Fee, net of Local Share	\$16,202.85

Appendix A: Multi-Family Residence Impact Fee Calculation

Site Acquisition Cost Per Residence

Formula: $((\text{Acres} \times \text{Cost per Acre}) / \text{Facility Size}) \times \text{Student Factor}$

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	\$0	n/a	0.1540	\$0.00
Middle	25	\$0	n/a	0.0710	\$0.00
High	40	\$0	n/a	0.0810	\$0.00
				A----->	\$0.00

Permanent Facility Construction Cost Per Residence

Formula: $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Permanent/Total Footage Ratio})$

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	\$65,500,000	650	0.1540	0.8503	\$13,194.65
Middle	\$0	0	0.0710	0.9013	\$0.00
High	\$178,900,000	2,330	0.0810	1.0000	\$6,219.27
				B----->	\$19,413.92

Temporary Facilities Cost Per Residence

Formula: $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Temporary/Total Footage Ratio})$

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	\$315,000	20	0.1540	0.1497	\$363.10
Middle	\$0	27	0.0710	0.0987	\$0.00
High	\$0	28	0.0810	0.0000	\$0.00
				C----->	\$363.10

State Match Credit Per Residence (if applicable)

Formula: Current Construction Cost Allocation x SPI Footage x District Match x Student Factor

	CCCA	SPI Footage	District Match %	Student Factor	
Elementary	\$246.83	90	8.00%	0.1540	\$273.69
Middle	\$246.83	117	n/a	0.0710	n/a
High	\$246.83	130	10.25%	0.0810	\$266.41
				D----->	\$540.09

Tax Credit Per Residence

Average Residential Assessed Value	\$449,724
Current Debt Service Tax Rate	\$2.0700
Annual Tax Payment	\$930.93
Bond Buyer Index Annual Interest Rate	2.45%
Discount Period (Years Amortized)	10
TC----->	\$8,168.64

Fee Per Residence Recap:

Site Acquisition Cost	\$0.00
Permanent Facility Cost	\$19,413.92
Temporary Facility Cost	\$363.10
Subtotal	\$19,777.02
State Match Credit	(\$540.09)
Tax Payment Credit	(\$8,168.64)
Subtotal	\$11,068.29
50% Local Share	(\$5,534.14)
Impact Fee, net of Local Share	\$5,534.14

Appendix B: Composite Student Generation Factors

Single Family Dwelling Unit:			
	Issaquah	Lake Wash.	Average:
Elementary	0.394	0.370	0.382
Middle	0.189	0.153	0.171
High	0.185	0.147	0.166
Total:	0.768	0.670	0.719

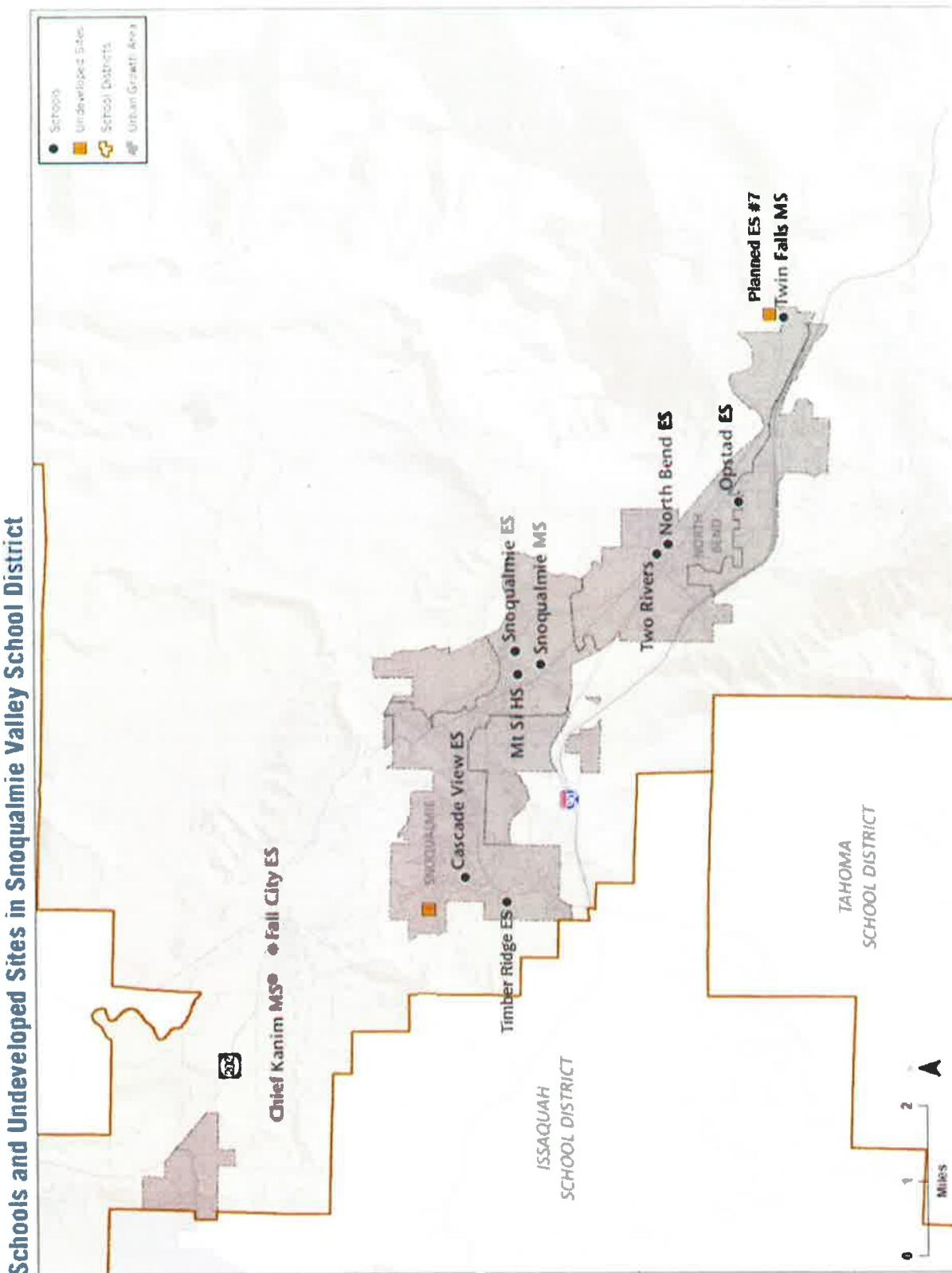
Multi Family Dwelling Unit:			
	Issaquah	Lake Wash.	Average:
Elementary	0.226	0.082	0.154
Middle	0.107	0.035	0.071
High	0.128	0.033	0.081
Total:	0.461	0.150	0.306

Note: The above student generation rates represent unweighted averages, based on adjacent school district.

The District's student generation factors are based on the 2020 average of student factors from the two adjacent school districts (Lake Washington and Issaquah). The District is choosing to continue to use the 2020 average given that pandemic-related enrollment disruption during the 2021 and 2022 school years likely presented an inaccurate data set of the students generated from recent new development. The District plans to revisit this analysis in the next update to the CFP.

Ordinance No. 10162, Section R. Page 5: lines 30 thru 35 & Page 6: line 1:

"Student factors shall be based on district records on average actual student generation rates for new developments constructed over a period of not more than five (5) years prior to the date of the fee calculation: provided that, if such information is not available in the district, data from adjacent districts, districts with similar demographics, or county wide averages may be used."





**LEGAL NOTICE
CITY OF NORTH BEND
King County, Washington**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the North Bend City Council will hold a public hearing to receive comments on proposed changes to Impact Fees collected on behalf of the Snoqualmie Valley School District as a result of their adopted [2022 Capital Facilities Plan](#). The public hearing will take place during a Regular City Council Meeting on Tuesday, October 4, 2022, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA. For those that don't wish to attend the in-person meeting, a teleconference option will be available using Zoom Meetings, with detailed meeting access information to be provided on September 29, 2022 on the City website calendar item for the [October 4, 2022 City Council meeting](#).

Comments may be presented orally at the public hearing or submitted in writing to the City Clerk at 920 SE Cedar Falls Way, North Bend, WA, 98045, or by e-mail to: soppedal@northbendwa.gov up until 4:30 p.m., Monday, October 3, 2022. Further information is available by contacting Senior Planner Jamie Burrell at jburrell@northbendwa.gov.

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