



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, January 17, 2023 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: [January 17, 2023 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: 881 2610 1456

Password: 658184

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

CITY COUNCIL MEETING

January 17, 2023 – 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 Workstudy of November 8, 2022 & Council Meeting of January 3, 2023	1
2) Payroll	December 30, 2022 – 28584 through 28589, in the amount of \$417,515.32	
3) Checks	December 31, 2022 – 73444 through 73508, in the amount of \$1,482,047.59 January 17, 2023 – 73509 through 73529, in the amount of \$455,670.92	
4) AB23-007	Resolution – Accepting 2022 Sidewalk Repair Project	Mr. Rigos 7
5) AB23-008	Resolution – Accepting Park Street Turn Lane Project	Mr. Rigos 11
6) AB23-009	Resolution – Awarding Senior Center Paved Trail Repair Project to Rainier Asphalt	Mr. Rigos 15

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

COMMISSION AND COMMITTEE REPORTS:

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



INTRODUCTIONS:

- | | | | |
|--------------------|--|---------------------------|-----------|
| 7) AB23-010 | Motion – Authorizing 1 st Amendment to Police Services Contract | Mr. Miller & Chief Phipps | 23 |
| 8) AB23-011 | Ordinance – Amending NBMC 14.04.050 RE SEPA Threshold | Ms. Deming | 29 |
| 9) AB23-012 | Motion – Authorizing Software Licensing & Maintenance Agreement with Springbrook Holdings for Financial Software | Mr. Gould | 53 |

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

Executive Session – To Discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i), Property Acquisition, pursuant to RCW 42.30.110(1)(b) & Collective Bargaining Negotiations, pursuant to RCW 42.30.140(4)

ADJOURNMENT:

DRAFT

CITY OF NORTH BEND
CITY COUNCIL SPECIAL BUDGET WORKSTUDY NOTES
November 8, 2022
City Hall, 920 SE Cedar Falls Way, North Bend, WA

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

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

Staff Present: Mayor Rob McFarland, City Administrator David Miller, City Attorney Lisa Marshall, Deputy City Administrator/Public Works Director Mark Rigos, Finance Director Richard Gould, Community & Economic Development Director Rebecca Deming, Police Captain Brian Lynch, Communications Manager Bre Keveren and City Clerk Susie Oppedal.

Decision Cards

Council and staff reviewed new initiatives/decision cards for the 2023 Budget cycle. Decision cards were ranked in order of popularity with Council and those decision cards that received at least two votes were reviewed for consideration. Council consensus was to fund the following decision cards:

2023 Decision Cards	Project Title	2023 Card Total
2023-01	Increase Funding for Pavement Management	\$175,000
2023-03	Purchase New Police Vehicles	\$128,384
2023-04	Mental Health Professional Position	\$41,375
2023-05	North Bend Way Complete Streets Implementation	\$100,000
2023-08	IT Manager	\$177,000
2023-15	Fiscal Sustainability Plan	\$25,000

Decision Card #2023-01 will be funding using Real Estate Excise Tax revenue. Decision Card #2023-03 assumes fiscal year 2024 and subsequent year funding. Decision Card #2023-04 approval assumes fiscal year 2024 funding. Decision Card #2023-05 budget allocation is primarily for matching grant needs. Decision Card #2023-15 will be funded using American Rescue Plan Act (ARPA) funds.

Adjournment

The workstudy closed at 8:50 p.m.

ATTEST:

Jonathan Rosen, Mayor Pro Tem

Susie Oppedal, City Clerk

DRAFT

NORTH BEND CITY COUNCIL MINUTES

January 3, 2023

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

CALL TO ORDER, ROLL CALL:

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

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

CONSENT AGENDA:

Minutes – Council Workstudy of October 25, 2022, Special Council Workstudy of November 1, 2022 & City Council Meeting of December 6, 2022

Payroll – December 5, 2022 – 28572 through 28577, in the amount of \$320,837.87
December 20, 2022 – 28578 through 28583, in the amount of \$262,022.65

Checks – December 20, 2022 – 73319 through 73383, in the amount of \$275,964.20
December 30, 2022 – 73384 through 73438, in the amount of \$1,373,471.45
January 3, 2023 – 73439 through 73443, in the amount of \$9,368.80

AB23-001 – Resolution 2050 Accepting Dahlgren Property Infrastructure Improvements

AB23-002 – Resolution 2051 Accepting Local Bridge Program Federal Grant & Authorizing LA Agreement RE NB Way Bridge No. 3

AB23-003 – Motion Authorizing Amendment No. 9 to AirNote Contract

AB23-004 – Resolution 2052 Adopting Comprehensive Emergency Management Plan

AB23-005 – Motion Authorizing Purchase of Snowplow Parts

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

CITIZEN'S COMMENTS:

Terry Jensen, 12113 434 Ave. SE, reiterated his previous request that the City consider a "First Responders Day" collaboration with the City of Snoqualmie to honor local first responders and expressed concern about public safety in areas where parking spots were too close to street corners such as near Bartells Drug Store in Downtown.

Paul Mallasch, 355 SE 10th Street, expressed concern about the treating and cleaning of roads during inclement weather and requested the City do a better job at maintaining the roads. Additionally, he requested Public Works Director Rigos follow up with him regarding questions he had about road maintenance.

DRAFT

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

AB23-006 – 2023 Council Standing Committee Appointments

Audio: 8:28

Mayor Pro Tem Koellen proposed the following 2023 Council Committee appointments for Council's consideration:

Community & Economic Development Committee:

Chair – Councilmember Miller

Members – Councilmember Elwood, Councilmember Joselyn

Budget, Finance & Administration Committee:

Chair – Councilmember Gothelf

Members – Councilmember Elwood, Councilmember Joselyn

Public Health & Safety Committee:

Chair – Councilmember Rosen

Members – Councilmember Gothelf, Councilmember Loudenback

Transportation & Public Works Committee:

Chair – Councilmember Loudenback

Members – Councilmember Miller, Councilmember Rosen

Councilmember Koellen **MOVED**, seconded by Councilmember Miller to approve AB23-006 confirming the 2023 appointments to the Council's Standing Committees. The motion **PASSED** 7-0.

Presentation – Citizens Academy

Audio: 11:12

Administrative Services Director Escobar announced the City would be holding a Citizens Academy for those interested in learning more about how local government works in North Bend. She explained the Citizens Academy is a seven-week interactive course designed to provide an in-depth look into city operations and most classes would be held weekly, from February 6th to March 21st, 2023. Those individuals who were interested in applying can do so by visiting the News section of the City website at www.northbendwa.gov.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Gothelf wished everyone a Happy New Year and thanked Councilmember Rosen and other neighbors in New Si View for helping with the cleanup effort following the recent storm. He thanked Public Works staff for their efforts during the storm and requested more information be shared with the public on snow removal efforts.

DRAFT

Councilmember Miller thanked Public Works staff for all of their hard work during the recent ice storm and commented on how informative and educational her visit was to Public Works during the event. She encouraged the community to take better care of each other whether it be by being kind interacting with others in person, on social media or while driving.

Councilmember Joselyn wished everyone a Happy New Year and echoed Councilmember Miller's comments on community support and betterment. He acknowledged the hard work of Public Works staff during the recent storms and commented on the benefit of salt application during the recent snow/ice event. Additionally, he congratulated Erin Mitchell on being named employee of the year for 2022 at the recent staff luncheon and noted he looked forward to the January Council Retreat.

Councilmember Loudenback wished everyone a Happy New Year and noted he looked forward to the new year with renewed enthusiasm.

Councilmember Rosen commented on the community effort clearing debris in the New Si View neighborhood after the recent ice storm. He thanked all of his neighbors for their efforts and noted this type of action was what made North Bend such a wonderful community to live in.

Councilmember Elwood noted as a virtual participant of the meeting that it was hard to hear those speaking and encouraged all to speak directly into the microphones. He commented on the positive feedback and updates he received during the recent storm events and encouraged an intensified focus on public engagement with City processes, policies, and initiatives.

Councilmember Koellen wished everyone a Happy New year and thanked Police, Fire and Public Works staff for their efforts during the recent ice storm.

City Administrator Miller thanked Public Works staff for cleaning up over 200 downed trees and over 1,000 limbs after the recent storm. He noted Public Works Director Rigos was coordinating a future yard waste recycling event for storm debris.

Mayor McFarland spoke regarding the following items:

- Public Works Storm Response
- Parks Workshop – January 9th 1 p.m. @ North Bend Depot & January 11th 5:30 @ City Hall
- SE 136th & 436th Ave. Roundabout Construction
- Snoqualmie Valley Record Best of the Valley – Communications Manager Bre Keveren and Councilmember Mary Miller
- Special Workstudy – January 10th 7 p.m. @ City Hall

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EXECUTIVE SESSION:

Mayor McFarland recessed the regular meeting for an Executive Session at 7:40 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i) and collective bargaining negotiations, pursuant to RCW 42.30.140(4). No action was anticipated as a result of the Executive Session, which was expected to last sixty minutes and videotaping of the meeting ceased.

At 8:40 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional thirty minutes.

At 9:10 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional thirty minutes.

The regular meeting reconvened at 9:30 p.m.

ADJOURNMENT:

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

The meeting adjourned at 9:30 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: January 17, 2023		AB23-007	
Resolution Accepting 2022 Annual Sidewalk Repair Project as Complete		Department/Committee/Individual			
		Mayor Rob McFarland			
		City Administrator – David Miller			
		City Attorney – Mike Kenyon/Lisa Marshall			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm & Econ Development – Rebecca Deming			
		Finance – Richard Gould			
Fund Source: N/A		Public Works – Mark Rigos, P.E.		X	
Cost Impact: N/A					
Timeline: Immediate					
Attachments: Resolution					
<p>SUMMARY STATEMENT:</p> <p>During June 2022, the City Council approved a construction contract amount of \$290,070.00 including sales tax with RW Scott Construction Co. (contractor) to perform the 2022 Annual Sidewalk Repair Project. Work consisted of mobilization, traffic control, removal of trees, stump grinding or removal, removal of existing sidewalk panels, tree root removal as necessary to place new sidewalk, placement of crushed rock as necessary for new sidewalk base, pouring of concrete sidewalk, and restoration with topsoil and seeding. Sidewalk improvements to improve public safety were performed in the downtown core and Forster Woods Development.</p> <p>There were no change orders on this project and the contractor finished the work scope within the contracted timeline. Final project cost was \$276,869.50 including sales tax. The project was \$13,200.50 below the bid amount. During the June 2022 City Council meeting, Council chose to push the sidewalk repairs in the New Si View Neighborhood to a later date. Alternative solutions will be analyzed in 2023 and a solution will hopefully be agreed upon and chosen. During 2022, the City was still able to add low cost temporary sidewalk repairs to the worst sidewalks in New Si View as there was budget to do so.</p> <p>Project construction began July 18, 2022 and was physically completed October 14, 2022. All necessary documentation has been received by the City and the project is ready for close-out.</p> <p>Retainage cannot be released until the project has been accepted by City Council, all liens have been satisfied, and all taxes have been paid. Upon receipt of all necessary documentation, retainage shall be released.</p>					
<p>APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.</p>					
<p>COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the December 13, 2022 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.</p>					
<p>RECOMMENDED ACTION: MOTION to approve AB23-007, a resolution accepting the 2022 Annual Sidewalk Repair Project as complete and authorizing the release of retainage.</p>					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
January 17, 2023					

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE 2022 ANNUAL SIDEWALK REPAIR PROJECT AS COMPLETE AND AUTHORIZING THE RELEASE OF RETAINAGE

WHEREAS, City of North Bend staff requested bids for the 2022 Annual Sidewalk Repair Project (Project); and

WHEREAS, RW Scott Construction Co. submitted the lowest responsive and responsible bid; and

WHEREAS, the Project was awarded to RW Scott Construction Co. on June 7, 2022; and

WHEREAS, RW Scott Construction Co. started the work on July 18, 2022 and completed work on October 14, 2022; and

WHEREAS, the final cost of the project was \$276,869.50 including sales tax; and

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

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

Section 1. The City of North Bend accepts RW Scott Construction Co. work on the 2022 Annual Sidewalk Repair Project.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF
JANUARY, 2023.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: January 17, 2023		AB23-008
Resolution Accepting Park Street Turn Lane Project as Complete		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Mike Kenyon/Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm & Econ Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: N/A		Public Works – Mark Rigos, P.E.		X
Fund Source: N/A				
Timeline: Immediate				
Attachments: Resolution				
<p>SUMMARY STATEMENT:</p> <p>In June of 2022, the City Council approved a contract amount of \$59,750.00 including sales tax with Reed Trucking & Excavating, Inc. (contractor) for the Park Street Turn Lane Project. Work included re-building concrete curb and gutter, modifying concrete sidewalk, replacing sewer manhole castings, adjusting traffic loops, providing miscellaneous surface restoration, installing new pavement markings, and providing traffic control to result in a new left-turn pocket and right turn/through lane going westbound on Park Street onto Bendigo Blvd (SR 202). This project improved level of service at this intersection to benefit the residents.</p> <p>There were no change orders on this project and the contractor finished the work scope within the contracted timeline. Final project cost was \$58,138.00 including sales tax. The project was \$4,518.90 below the bid amount. The City completed the project under budget. Construction started on October 3, 2022 and was physically complete on October 31, 2022. All necessary documentation has been received by the City and the project is ready for close-out.</p> <p>Retainage cannot be released until the project has been accepted by City Council, all liens have been satisfied, and all taxes have been paid. Upon receipt of all necessary documentation, retainage shall be released.</p>				
<p>APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.</p>				
<p>COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the December 13, 2022 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.</p>				
<p>RECOMMENDED ACTION: MOTION to approve AB23-008, a resolution accepting the Park Street Turn Lane Project as complete and authorizing the release of retainage.</p>				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
January 17, 2023				

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE PARK STREET TURN LANE PROJECT AS COMPLETE AND AUTHORIZING THE RELEASE OF RETAINAGE

WHEREAS, City of North Bend staff requested bids for the Park Street Turn Lane Project (Project); and

WHEREAS, Reed Trucking and Excavating, Inc. submitted the lowest responsive and responsible bid; and

WHEREAS, the Project was awarded to Reed Trucking and Excavating, Inc. on June 7, 2022; and

WHEREAS, Reed Trucking and Excavating, Inc. started the work on October 3, 2022 and completed work on October 31, 2022; and

WHEREAS, the final cost of the project was \$58,138.00 including sales tax; and

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

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

Section 1. The City of North Bend accepts Reed Trucking and Excavating, Inc. work on the Park Street Turn Lane Project.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF JANUARY, 2023.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: January 17, 2023		AB23-009
Resolution Accepting Bids and Awarding Construction Contract for the Senior Center Paved Trail Repair Project to Rainier Asphalt and Concrete		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 & Econ Development – Rebecca Deming		
Cost Impact: NTE \$32,757.96 plus sales tax		Finance – Richard Gould		
Fund Source: TBD for city wide trail repairs		Public Works – Mark Rigos, P.E.		X
Timeline: Immediate				
Attachments: Resolution, Bid Proposal from Rainier Asphalt and Concrete				
SUMMARY STATEMENT:				
<p>As the City of North Bend is looking to create a more pedestrian friendly and safe walking environment, in addition to improving the quality of life for its residents, the City Council approved \$50,000 in funding for citywide trail repairs in the 2021 / 2022 bi-annual budget. City staff have made minor repairs around the City over the past two years. One area of significant concern is the asphalt walking path behind the Senior Center in Gardiner Weeks Park.</p> <p>Staff walked this area with several contractors to determine the best method of repair as there are many trees and tree roots in the vicinity that staff want to preserve.</p> <p>The trail repairs include, but are not limited to; sod removal, full depth removal and replacement of asphalt trail, new asphalt trail paving areas and all cleanup necessary to bring the project area back to its original condition.</p> <p>The lowest quote came from Rainier Asphalt and Concrete in the amount of \$32,757.96 plus sales tax. City staff have done the appropriate background checks on Rainier Asphalt and Concrete and recommend award of this contract to Rainier Asphalt and Concrete.</p> <p>This project shall be funded with Transportation Benefit District (TBD) funds for City wide trail repairs.</p>				
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.				
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on December 13, 2022 and recommended approval and placement on the Consent Agenda.				
RECOMMENDED ACTION: MOTION to approve AB23-009, a resolution accepting bids and awarding the construction contract for the Senior Center Trail Repair Project to Rainier Asphalt and Concrete.				
RECORD OF COUNCIL ACTION				
Meeting Date	Action		Vote	
January 17, 2023				

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE SENIOR CENTER PAVED TRAIL REPAIR PROJECT

WHEREAS, the City of North Bend is looking to create a more pedestrian friendly and safe walking environment, in addition to improving the quality of life for its residents; and

WHEREAS, the paved trail wrapping around the Senior Center is in need of repair and replacement for a majority of the trail length; and

WHEREAS, work shall include sod removal, full depth removal and replacement of asphalt trail, new asphalt trail paving areas and all cleanup necessary to bring the project area back to its original condition; and

WHEREAS, the project is funded by Transportation Benefit District funds; and

WHEREAS, the City requested quotes from three (3) contractors with the lowest quote coming from Rainier Asphalt and Concrete in the amount of \$32,757.96, plus all applicable taxes;

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

Section 1. The construction quotes for the Senior Center Paved Trail Repair Project are accepted.

Section 2. The construction contract for the Senior Center Paved Trail Repair Project, is awarded to Rainier Asphalt and Concrete, in the amount of \$32,757.96 plus all applicable taxes, on a form to be approved by the City Attorney.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF JANUARY, 2023.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk



Phone: (800)592-0311

www.rainierasphalt.com

PO Box 1549

North Bend, WA 98045

Bid Date:
09/09/2019

Job:
#30677 - City of North Bend
Senior Center Path_A_TC

Contact:
Tom Mohr
Phone:
(425) 888-7652
Email:
tmohr@northbendwa.gov
Fax:
(425) 888-3502

Site Address:
Senior Center
320 Bendigo Blvd S.
E. North Bend Way
North Bend, WA 98045

Billing Address:
City of North Bend
P.O. Box 896
North Bend, WA 98045



Rainier Asphalt & Concrete
Company Contact Info

☎ (800)592-0311
✉ info@rainierasphalt.com



Estimator
Tom Merry

☎ (253) 227-3892
✉ merry@rainierasphalt.com



Project Manager
Kevin Hurley

☎ (425) 495-1516
✉ hurley@rainierasphalt.com

Please contact your Account Manager if you would like to proceed with the work or if you have any questions. For company information, such as our W9, business license, etc, please go to www.rainierasphalt.com/credentials.

Bid Proposal

Asphalt

Quantity	Unit	Description
1400.00	Sq. Ft.	Full-depth asphalt removal and disposal, 2 inch average maximum allowance (17 tons)
3040.00	Sq. Ft.	Removal and disposal of sod
760.00	Sq. Ft.	Provide crushed rock and compact, 5/8-minus to surface area and compact for proper sub-base and drainage, 9 ton maximum ton allowance
1260.00	Sq. Ft.	Asphalt paving -- NEW PAVING ONLY AREAS -- using Hot Asphalt Mix (2 inch average maximum allowance or 16 ton allowance; additional tons to be billed at \$260 per ton; material tickets from supplier to be provided for any extra charges)
1960.00	Sq. Ft.	Asphalt paving -- FULL DEPTH SAWCUT RIPOUT AREAS -- using Hot Asphalt Mix (2 inch average maximum allowance or 24 ton allowance; additional tons to be billed at \$260 per ton or \$200 per ton for crushed rock (at customer's discretion); material tickets from supplier to be provided for any extra charges)
4.00	Hours	Root removal and disposal
1.00	Units	#811 Locates
1.00	Units	Traffic control plan design
1.00	Units	Intents and affidavits
2.00	Days	Mobilizations
1.00	Units	STANDARD INCLUSIONS: One year material and workmanship warranty. STANDARD EXCLUSIONS: (1) If subgrade or sub-base prep is performed by customer or designee, this work must be completed 48 business hours prior to hard surface placement by contractor to allow for inspection (2) Pre-existing site conditions with slope less than 2% is difficult to achieve proper drainage. Consequently, contractor cannot warranty slopes less than 1% against ponding. (3) A soils engineer may be required if unexpected base conditions are encountered upon excavation (i.e. clay, water table, etc.) to design proper solution, (4) Between contract signature and project execution, contractor will absorb 5% material price escalations. Price escalations above that threshold will be passed through to customer.

TOTALS

Subtotal \$32,757.96
Sales Tax @ 9.00% \$2,948.22
Total \$35,706.18

Comments

- Please visit www.rainierasphalt.com for a wealth of information or call us with any questions.
- Customer must provide free and clear access to the work areas and adequate staging for trucks and equipment.
- Please sign below and return a copy to us to schedule this work.

RAINIER ASPHALT SEALING, LLC dba RAINIER ASPHALT & CONCRETE. P. O. Box 1549 North Bend, WA 98045; (800) 5920311. Contractor's Registration

No.: RAINIAS991JO, Bonded.

PROPOSAL & CONTRACT

(Proposal expires 20 days after bid date. THIS AGREEMENT, dated below, is made by and between RAINIER ASPHALT SEALING, LLC, a Washington limited liability company (CONTRACTOR), and the undersigned, a designated agent, hereinafter referred to as CUSTOMER.

1. CUSTOMER, for the full, complete and faithful performance of this Agreement, agrees to pay to CONTRACTOR the total sum listed above plus applicable Washington State sales tax. If a sales tax rate change takes effect between the time the work is bid and performed, CUSTOMER shall pay tax at the rate in effect when work is performed. If over \$10,000, a deposit of 50% shall be due and payable to CONTRACTOR upon acceptance of this Proposal and Contract by CUSTOMER. The balance of the contract price shall be due and payable within 20 days of completion of the work. CONTRACTOR may, at its option, send monthly progress billing invoices for work performed.

SUBSTANTIAL COMPLETION shall mean that the construction and installation of work have been completed in a good and workmanlike manner with only minor punch list items remaining to be completed that are non-material in nature and do not interfere with the CUSTOMER'S use or occupancy of the premises. CUSTOMER may, at its option, hold as retention an amount commensurate with the value of any remaining punch list items, but not more, and the payment terms outlined above shall prevail.

A 3% convenience fee shall be due for any payments received by credit card.

2. CONTRACTOR agrees to furnish all supervision, labor, and materials and perform all work as described in paragraph 3 hereof. CONTRACTOR may subcontract part or all of the work as CONTRACTOR shall decide.

3. The labor and materials to be furnished and the work to be performed by CONTRACTOR for the project located at the above address and are set forth as indicated on the preceding pages.

4. CONTRACTOR agrees to timely perform and complete the work under this Agreement provided CUSTOMER is not in breach of any provision of this Agreement. CONTRACTOR may reschedule or cancel this agreement if the work is delayed due to weather or other reasons beyond the control of CONTRACTOR. CUSTOMER or its agent shall make the final determination whether to proceed with any work after consulting with CONTRACTOR regarding weather conditions.

5. CUSTOMER must notify CONTRACTOR in writing within 15 days after completion of the work of any defects. If no notification is received by CONTRACTOR, CUSTOMER shall be deemed to have accepted the work. Any defective work caused solely by CONTRACTOR or its employees or agents shall be repaired by CONTRACTOR at no additional charge. CONTRACTOR is not responsible for any damage or defects due to adverse weather or caused by persons other than CONTRACTOR or its employees or agents, including but not limited to, damage to work completed but not properly cured in accordance with CONTRACTOR'S instructions. CUSTOMER shall be responsible for maintaining any barriers placed on the site by CONTRACTOR and protecting the work from damage.

6. CUSTOMER hereby warrants and represents to CONTRACTOR that CUSTOMER has the legal right and authority to allow CONTRACTOR to perform the work. CUSTOMER agrees to cooperate with CONTRACTOR in scheduling and performing the work to avoid conflict or interference with the work of others and to provide access to the project site in accordance with such scheduling. CUSTOMER is responsible for obtaining all permits prior to the start of the work, unless otherwise agreed in writing.

7. CUSTOMER agrees to maintain at CUSTOMER'S expense property damage insurance on the work up to its full insurance value, including the interests of CUSTOMER and CONTRACTOR as such interests may appear, against fire, vandalism and other perils ordinarily included in extended coverage. Losses under such insurance which will be adjusted with and made payable to CUSTOMER as trustee for CONTRACTOR as its interest may appear. CONTRACTOR shall be entitled to recover all reasonable costs incurred by CONTRACTOR whether or not CUSTOMER decides to obtain insurance.

8. CUSTOMER may, without invalidating this Agreement, order extra work or changes, alterations, or deviations from the work contracted for but only after an agreed adjustment in writing in the total price if the alteration involves a change in the price. All such work resulting from a change order shall be executed under the conditions hereof.

9. In the event any portion of this contract is upon a unit price it is understood and agreed that any quantities and amounts mentioned are approximate only and may be more or less at the same unit price, and subject to change as ordered and directed by CUSTOMER.

10. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL, OR TORTIOUS CONDUCT RELATING TO, CAUSED BY OR ARISING OUT OF ANY BREACH OF AN OBLIGATION HEREUNDER OR ANY OTHER CAUSE EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. ANY DAMAGES THAT CONTRACTOR IS REQUIRED TO PAY FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, AND REGARDLESS OF THE FORM OF THE ACTION IN THE AGGREGATE, UNDER THIS AGREEMENT SHALL BE LIMITED IN AN AMOUNT NOT TO EXCEED THE CONTRACT PRICE AND CHANGE ORDERS PAID BY CUSTOMER.

11. CUSTOMER agrees to pay interest to CONTRACTOR at the rate of 1 1/2% per month on the unpaid balance of any work that is not timely paid in full.

12. This Agreement is entered into and shall be governed by the laws of the State of Washington.

13. In the event of litigation or collection action to enforce this Agreement or any provisions thereof, the prevailing party, in addition to other relief awarded, shall be entitled to recover its reasonable attorneys' fees, including fees on appeal, if any. Venue of any action shall be in King County, Washington.

14. This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence, and communications between the parties with respect to this Agreement. No oral modification of, or amendment to, this Agreement shall be effective; however, this Agreement may only be modified or amended by a written agreement signed by all parties to this Agreement.
15. The invalidity, illegality or unenforceability of any provisions hereof shall not in any way affect, impair, invalidate or rendered unenforceable this Agreement or any other provision thereof.
16. This Agreement becomes binding upon execution by the parties and CONTRACTOR'S
17. Time is of the essence of this Agreement and every provision hereof.
- The following is statutory language required by the State of Washington.

NOTICE TO CUSTOMER

This contractor is registered with the state of Washington, registration no.RAINIAS991JO, and has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is 05/03/2023.THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT. This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have. FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT. You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.YOUR PROPERTY MAY BE LIENED. If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work. FOR ADDITIONAL PROTECTION YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR AT YOUR PROJECT. The contractor is required to provide you with further information about lien release document if you request it. General information is also available from the state Department of Labor and Industries.I have received a copy of this disclosure statement.

Dated this ____ day of _____ of the year ____.

Customer Signature & Print



City Council Agenda Bill

SUBJECT:		Agenda Date: January 17, 2023		AB23-010	
Motion Authorizing First Amendment to ILA between the City of Snoqualmie and City of North Bend for Police Services		Department/Committee/Individual			
		Mayor Rob McFarland			
		City Administrator – David Miller		X	
		City Attorney – Mike Kenyon/Lisa Marshall		X	
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – Rebecca Deming			
		Cost Impact: \$41,375 (2023), \$80,416 (2024)		Finance – Richard Gould	
Fund Source: ARPA		Public Works – Mark Rigos			
Timeline: Immediate					
Attachments: 1 st Amendment to Interlocal Agreement (ILA)					
SUMMARY STATEMENT:					
<p>For many years, those individuals in need of assistance or that were experiencing an emergency called 911. This resulted in a response from first responders, typically police or fire. While this may be an effective way to ask for assistance and resolve issues, in many cases it did not effectively address the need for help when someone was in a mental health crisis. It became apparent that there was a need to enhance the response of our police and fire departments by including a behavioral health specialist who would respond with police and fire to fill the gap in our service to an increasing population in our community.</p> <p>The cities of North Bend and Snoqualmie requested grant support from State Representative Callan for a Behavioral Health Specialist to address this policing need and received a \$150,000 grant to fund this position. The Biennial Budget for the City of North Bend was approved on December 6, 2022, and it included the addition of a new position in the Police Department for a Behavioral Health Specialist. The estimated total cost of the position is \$157,750 in 2023 and \$160,832 in 2024. The amendment to the ILA proposes sharing the cost of the position equally (50% North Bend and 50% Snoqualmie) starting on July 1, 2023. Therefore, and following reimbursement from the grant, the ILA proposes a \$41,375 and \$80,416 increase in the fees paid by North Bend to the City of Snoqualmie for 2023 and 2024 respectively.</p> <p>The increased fees were calculated by adding the following to the existing fees identified for those years:</p> <p style="margin-left: 40px;">2023: \$41,375 = ((\$157,750 - \$75,000 (2023 Grant Reimbursement Amount)) * 50% (North Bend Share)) 2024: \$80,416 = \$160,832 * 50% (North Bend Share)</p>					
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services and commitment to invest in the City and foster community engagement and pride.					
COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee considered this agenda item at their January 10 th , 2023 meeting and recommended approval and placement on the Main Agenda for discussion.					
RECOMMENDED ACTION: MOTION to approve AB23-010, authorizing the Mayor to execute a First Amendment to the Interlocal Agreement for Police					

City Council Agenda Bill

Services between North Bend and Snoqualmie for a Behavioral Health Specialist, in a form and content acceptable to the City Attorney.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 17, 2023		

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF
NORTH BEND AND THE CITY OF SNOQUALMIE FOR POLICE SERVICES**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT is entered into between the City of Snoqualmie, a Washington municipal corporation (“Snoqualmie”) and the City of North Bend, a Washington municipal corporation (“North Bend”).

WHEREAS, Snoqualmie and North Bend entered into a Renewal Interlocal Agreement for Police Services on May 14, 2019 (“Renewal Agreement”); and

WHEREAS, the Police Services include response to calls for service, including calls from individuals experiencing mental health crises and/or individuals suffering from mental health illness; and

WHEREAS, in order to provide a more effective crisis response and better management of social service needs of Snoqualmie and North Bend residents, Snoqualmie and North Bend desire to engage the services of a Behavioral Health Specialist; and

WHEREAS, in 2022, the Washington State Legislature awarded Snoqualmie a \$150,000 grant for a one-year pilot behavioral health coordinator program; and

WHEREAS, under the pilot program, Snoqualmie will hire a Behavioral Health Specialist - Community Responder to work in the Snoqualmie Police Department and serve both the City of Snoqualmie and City of North Bend communities; and

WHEREAS, it would serve the public interest to extend the position of Behavioral Health Specialist - Community Responder beyond the one-year pilot program, make it a permanent position within the Snoqualmie Police Department, and thereby allow the Behavioral Health Specialist – Community Responder to continue serving both the City of Snoqualmie and City of North Bend communities;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to amend the Renewal Agreement as follows:

A. Section 1(b) (“Police Services - Staffing”) is amended as follows:

Staffing. Under the Original Agreement, Snoqualmie hired nine (9) full-time equivalents (FTEs) consisting of eight (8) full-time police officers and one (1) records administration position; provided any Snoqualmie police officer may be assigned to work in North Bend. As part of this Renewal Agreement, Snoqualmie has requested and North Bend has agreed to pay for an additional two and one-half (2.5) FTEs consisting of (1) two Sergeants provided that such Sergeants are assigned to patrol in North Bend when not performing general supervisory duties and provided further, that Snoqualmie maintains a minimum staffing level of four (4) sergeants; and (2) 50% of a FTE Police Support Officer performing prisoner and court transport services so long as North Bend’s prisoner population requires

at least 50% of this FTE's services. Starting on July 1, 2023, North Bend agrees to pay for 50% of a FTE Behavioral Health Specialist – Community Responder. "General supervisory duties" include creating work schedules for the officers, participating in officer performance.

- i. Administration. Snoqualmie will provide administration through a Police Chief, Police Captain, Sergeants, Police Support Officer (PSO), Behavioral Health Specialist – Community Responder, Records Technician and Administrative Coordinators and any compensation for such positions is included in the annual fee set forth in Section 5 of this Renewal Agreement.
- ii. Consultation. Snoqualmie will consult with the North Bend City Administrator on proposed hires but shall retain sole decision-making authority.

B. Section 1(c) ("Service and Assigned Duties") is amended to add the following:

xix. Behavioral Health Specialist – Community Responder will respond to 911 calls for service; conduct biopsychosocial assessments; plan, implement and coordinate services related to crisis response and social service needs; refer community members to appropriate resources; follow-up with community members; conduct home visits; and participate in community-wide events to promote public health and wellness.

C. Section 5(a) ("Compensation – Fee During Term") is amended as follows:

- a. Fee during Term. During the Term, North Bend shall pay Snoqualmie the following amounts in equal monthly installments as full payment for the Services:

	Annualized rate of
January 1, 2019 through December 31, 2019	\$1,860,916*
January 1, 2020 through December 31, 2020	\$1,963,266
January 1, 2021 through December 31, 2021	\$2,071,246
January 1, 2022 through December 31, 2022	\$2,185,164
January 1, 2023 through December 31, 2023	\$2,305,348 <u>\$2,346,723</u>
January 1, 2024 through December 31, 2024	\$2,432,143 <u>\$2,512,559</u>

*2019 annualized rate of \$1,860,916 adjusted to reflect actual 2019 payments for January, February, March and any other month under the Original Agreement and made prior to final approval of this Renewal Agreement.

D. Section 5(d)(2) (“Compensation – Intent of Parties”) is amended as follows:

d. Intent of Parties: Compensation negotiation for renewal terms shall be based on the following assumptions:

...

2. Salary and benefit costs as well as the cost of fully equipping and training 50% of 1 police support officer and, starting on July 1, 2023, 50% of 1 behavioral health specialist – community responder; provided that if Snoqualmie reduces this position to less than full time, North Bend’s allocation shall be reduced pro rata.

...

E. Effective Date. The Effective Date of this First Amendment is defined as the date on which all parties have signed this Amendment.

CITY OF SNOQUALMIE

CITY OF NORTH BEND

By: Katherine Ross
Katherine Ross, Mayor

By: _____
Robert McFarland, Mayor

Date: December 22, 2022

Date: _____

Attest: Diana Dean
City Clerk

Attest: _____
City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: January 17, 2023		AB23-011	
Ordinance Amending North Bend Municipal Code Chapter 14.04.050 Related to Categorical Exemptions for State Environmental Policy Act (SEPA) Compliance		Department/Committee/Individual			
		Mayor Rob McFarland			
		City Administrator – David Miller			
		City Attorney – Lisa Marshall		X	
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Community & Economic Development – Rebecca Deming		X	
Cost Impact: N/A		Finance – Richard Gould			
Fund Source: N/A		Public Works – Mark Rigos			
Timeline: Immediate					
Attachments: Ordinance, Exhibit A – Staff Report/PC Recommendation, Exhibit B - Overlapping Environmental Protection Analysis, Exhibit C – Proposed Amendment, Public Comment					
SUMMARY STATEMENT:					
The State Environmental Policy Act (SEPA) requires state and local governments to consider the environmental impacts of their decisions, such as issuing project permits and adopting development regulations. This proposal is for amendments to North Bend Municipal Code Chapter 14.04.050 Categorical Exemptions to adopt by reference the Categorical Exemptions allowed where SEPA review is not required rather than repeating in NBMC, and to adopt flexible thresholds for minor new construction as allowed under WAC 197-11-800(1)(c) and (d).					
The proposed amendments include the following change:					
Table 1 – Standard and Flexible SEPA Categorical Exemption Thresholds					
	Standard (Current City) Threshold	Maximum Threshold	(Flexible)	Proposed Thresholds	
Single-Family Residential	4 units	30 units		12 units	
Multi-Family Residential	4 units	60 units		12 units	
Agricultural Structures	10,000 sf	40,000 sf		20,000sf	
Office/School/Commercial	4,000 sf	30,000 sf		20,000sf	
Parking Facilities	20 spaces	90 spaces		25 spaces	
Fill/Excavation	500 cubic yards	1,000 cubic yards		500 cubic yards	
The primary benefits and support for this amendment are:					
<ul style="list-style-type: none">• Reduction in cost and time needed for City approvals for projects for the applicant and City.• Existing local, state, and federal regulations provide equivalent protections as detailed in Exhibit B.• Consistency with state categorical exemption list so that when amendments are proposed no action is necessary for the City to take.• Applicants will not provide less detailed information on impacts of their project. For these small projects the SEPA Checklist and analysis is already covered with municipal review and adherence to state and local laws.• Master Builders provides data that applicants may save an average of one month during the permitting review process and \$3,200 in expenses. City staff agree this is the minimum time and cost savings.• The City will save the effort and money required to perform a SEPA Checklist and Determination for every municipal code amendment and other land use decisions per WAC 197-11-800 (6).					

City Council Agenda Bill

The Planning Commission held a Public Hearing on November 16, 2022 with a recommendation to Council to approve the proposed amendments.		
APPLICABLE BRAND GUIDELINES: Supports the City's brand statement via Affordability and Sustainably Managed Growth		
COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this item at their December 20, 2022, meeting and recommended approval and placement on the Main Agenda for discussion.		
RECOMMENDED ACTION: MOTION to approve AB23-011, an ordinance amending North Bend Municipal Code Chapter 14.04.050 related to Categorical Exemptions for State Environmental Policy Act (SEPA) Compliance, as a first and final reading.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 17, 2023		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, RELATING TO THE CITY'S
ENVIRONMENTAL PROTECTION, NBMC TITLE 14;
AMENDING NBMC SECTION 14.04.050 RELATING TO
CATEGORICAL EXEMPTIONS; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, North Bend Municipal Code (“NBMC”) Title 14 establishes the City of North Bend’s (“City”) procedures and policies related to the State Environmental Policy Act (“SEPA”); and

WHEREAS, the City wishes to adopt by reference the categorical exemption thresholds in Washington Administrative Code (“WAC”) Chapter 197-11-800, including the standard categorical exemption thresholds for minor new construction in WAC 197-11-800(1)(d); and

WHEREAS, WAC 197-11-800(1)(c) authorizes cities, towns, or counties to raise the exemption levels for minor new construction to those identified in WAC 197-11-800(1)(d), subject to the requirements and process outlined in subsection (1)(c); and

WHEREAS, the City is an incorporated city within a fully planning jurisdiction under the Growth Management Act (“GMA”) per RCW 36.70A.040; and

WHEREAS, on November 1, 2022, the City completed the procedural requirements of WAC 197-11-800(1)(c)(i) through (iv) and the Washington State Department of Commerce, with a request for expedited review/Notice of Intent to Adopt Amendment (Submittal ID 2022-S-4495) with analysis and findings to the Department of Ecology, agencies with expertise, affected tribes and jurisdictions, and the public, and received one comment letter from the Master Builders Association on November 16, 2022, in support of the amendments and one email from Michael Thomas sent November 21, 2022; and

WHEREAS, the City has determined that there are adequate existing local, state, and federal environmental regulations in place to mitigate any potential impacts from newly exempt development; and

WHEREAS, the City issued a SEPA Determination of Nonsignificance (“DNS”) for the proposed amendment on November 4, 2022, and did not receive any public comments during the appeal period; and

WHEREAS, in taking the actions set forth in this ordinance, the City has complied with the requirements of SEPA, Chapter 43.21C RCW, and documented in Exhibit B how the NBMC addresses overlapping environmental elements; and

WHEREAS, the North Bend Planning Commission, after review of the proposed amendment at its October 27, 2022, meeting, held a duly noticed public hearing on November 16, 2022, and heard oral testimony by the Master Builders Association in support of the amendments; and

WHEREAS, at the conclusion of the November 16, 2022, public hearing, the Planning Commission made a recommendation to amend NBMC 14.05.050, as shown in Exhibit A;

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

Section 1. Findings of Fact: The WHEREAS clauses set forth above are incorporated as findings of fact as if fully set forth herein.

Section 2. NBMC 14.04.050, Repeal and Replace: North Bend Municipal Code Section 14.04.050 is hereby repealed and replaced with a reference to WAC 197-11-800, Categorical exemptions, as shown in Exhibit C attached hereto. The amendment includes adoption of Flexible SEPA Categorical Exemption Thresholds.

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 five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF JANUARY, 2023.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk



Staff Report and Planning Commission Recommendation To Amend Municipal Code Chapter 14.04 Environmental Policy

Meeting Date: November 16, 2022

Proponent: City of North Bend

Staff Recommendation: A Motion to recommend City Council approval of the proposed Ordinance amending NBMC Chapter 14.04 Environmental Policy as it relates to exempting certain small projects “minor new construction” from SEPA review.

I. Purpose of Proposed Municipal Code Amendments:

The City of North Bend is proposing amendments to North Bend Municipal Code Chapter 14.04.050 Categorical exemptions by repealing that section and adopting by reference the state standards listed in WAC 197-11-800. The State Environmental Policy Act (SEPA) requires state and local governments to consider the environmental impacts of their decisions, such as issuing project permits and adopting development regulations.

In 2012, the Washington State Department of Ecology (DOE) updated the SEPA rules to account for the many local, state, and federal environmental regulations that have been adopted over the last several decades. The update included amendments to WAC 197-11-800(1) to create new flexible exemption thresholds for minor new construction. The City has not adopted amendments to this section of code since 1984.

II. Proposed Amendments

1. Repeal existing NBMC 14.04.050 and replace with a reference to WAC 197-11-800.

The WAC includes a list of categorical exemptions that exempt certain small projects (“minor new construction”) from SEPA review. If changes are made by the state, the City code will then not be out of date like it is now.

2. Adopt a Table for Standard and Flexible SEPA Categorical Exemption Thresholds.

The update is proposed to include amendments to WAC 197-11-800(1) to create new flexible exemption thresholds for minor new construction. As shown in Table 1 below, local jurisdictions can maintain the standard exemption thresholds in Subsection (b) or raises exemption levels up to the maximums identified in Subsection (d). Given the increased environmental protection from the adoption of local, state and federal regulations over the years, city staff believes it is appropriate to increase exemption levels to simplify and streamline the SEPA regulatory process.

EXHIBIT A

Table 1 – Standard and Flexible SEPA Categorical Exemption Thresholds

	Standard (Current City) Threshold	Maximum (Flexible) Threshold	Proposed Thresholds
Single-Family Residential	4 units	30 units	12 units
Multi-Family Residential	4 units	60 units	12 units
Agricultural Structures	10,000 sf	40,000 sf	20,000sf
Office/School/Commercial	4,000 sf	30,000 sf	20,000sf
Parking Facilities	20 spaces	90 spaces	25 spaces
Fill/Excavation	500 cubic yards	1,000 cubic yards	500 cubic yards

Staff detailed the procedural requirements for jurisdictions to raise their thresholds (Exhibit A). The city must document the potential impacts to all elements of the environment are adequately addressed by other regulations. Staff prepared a table identifying the current regulations in place that address the 16 SEPA elements (Exhibit B) to meet the requirements of Subsection C.

City staff also researched the exemption thresholds adopted by nearby jurisdictions. Table 2 shows that all have adopted at least some of the flexible thresholds.

Table 2 – Flexible Thresholds in Nearby Jurisdictions

	Snoqualmie	Duvall	King County
Single-Family Residential	12 units	4 units	20 units
Multi-Family Residential	12 units	4 units	60 units
Agricultural Structures	20,000 sf	10,000 sf	15,000 sf
Office/School/Commercial	10,000 sf	12,000 sf	12,000 sf
Parking Facilities	20 spaces	20 spaces	40 spaces
Fill/Excavation	100 cubic yards	500 cubic yards	500 cubic yards

See attached Exhibit C for the proposed Amendments to NBMC.

IV. Impacts of Proposed Amendment

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

- 1) **Environmental Impacts.** No environmental impacts are anticipated from amending NBMC cited above. Regulations protecting critical areas, managing stormwater runoff, and controlling floodplain impacts are governed by the Critical Area Regulations in NBMC Title 14, and apply regardless of what type of development occurs on a site.
- 2) **Economic Impacts.** Unknown. The proposed changes remove a level of review for some projects which could result in cost savings for applicants and save staff time.

EXHIBIT A

- 3) **Cultural Impacts.** No significant cultural impacts are anticipated from the amendments. All proposed projects must plan for protecting cultural resources.
- 4) **Impacts to Surrounding Properties.** The proposed changes protect the integrity of surrounding uses by incorporating requirements equally.

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

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

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

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

VII. Planning Commission Findings and Analysis

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

1. Is the issue already adequately addressed in the Comprehensive Plan?
The Comprehensive Plan does not address the proposed amendment.
2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?
Yes. The proposed change to the codes ensures project meets city standards and architectural standards.
3. Is the proposed change the best means for meeting the identified public need?
Unknown. The proposed amendments clarify project requirements.
4. Will the proposed change result in a net benefit to the community?
Yes. The proposed codes amendments ensure project meets city standards and architectural standards.

VIII. Summary Findings:

1. The Planning Commission considered the proposed amendments and held a public hearing on the draft regulations at their November 16, 2022 meeting.
2. Following consideration of public comment received at the Public Hearing, the Planning Commission voted to approve/deny the draft amendments.
3. Pursuant to RCW 36.70A.106, the draft regulations were forwarded to Commerce - Growth Management Services on November 1, 2022.
4. A SEPA DNS was issued for the proposed amendmetns on November 4, 2022 along with the Public Hearing notice. SEPA comment deadline ends November 21, 2022. Any comments received after Planning Commission recommendation will be forwarded to Council Committee for review.

EXHIBIT A

5. The proposed amendments are consistent with the procedures established in NBMC 20.08, *Comprehensive Plan and Development Regulations Amendment Procedures*. The Planning Commission finds that the proposed amendments are consistent with the criteria in NBMC 20.08.100(B) and would result in a net benefit to the community.

Staff Recommendation:

Based on the findings above and pending consideration of public input to be provided for and at the Public Hearing, staff recommends approval of the draft regulations as provided herein, attached Exhibit C.

Planning Commission Recommendation

DRAFT: Following consideration of the Comprehensive Plan and Development Regulation Amendment process in NBMC 20.08.070 through 20.08.110 and public comment received at the public hearing, the Planning Commission recommends approval of the draft regulations as provided herein, attached Exhibit C. **PC approved this recommendation 5:0 at their meeting on November 16, 2022.**

Attachments:

Exhibit A – Procedural Requirements

Exhibit B – SEPA Elements

Exhibit C - Proposed Amendments

Exhibit D – Public Comment (Master Builders Association letter November 16, 2022)

EXHIBIT B

Summary of how City of North Bend (North Bend Municipal Code NBMC), state, and federal regulations address SEPA elements associated with minor new construction activities.

SEPA ELEMENT	CITY, STATE or FEDERAL REGULATION AUTHORITY
EARTH	Chapter 14.16 NBMC (Stormwater Management) regulates stormwater discharges from all new development and redevelopment to prevent and control adverse impacts of drainage and stormwater on the public health, safety, and general welfare; Chapter 19.10 NBMC (Land Disturbance) regulates clearing and grading; and Chapter 14.11 (Environmental Protection) regulates development on geologically hazardous areas.
AIR	Many chapters of the NBMC including Chapter 14.04 Environmental Policy, Chapter 15.18 International Fire Code, Chapter 18.10.050 Performance Standards for land uses regulate air pollution from manufacturing and processing uses; and construction and demolition must comply with the Puget Sound Clean Air Agency requirements.
WATER	Chapter 14.06 and 14.09 NBMC (Wetland Critical Areas and Stream and Other Fish and Wildlife Habitat Areas) regulates development in and around wetlands and fish and wildlife habitat; Chapter 14.16 (Stormwater Management) regulates stormwater discharges from all new development and redevelopment to prevent and control adverse impacts of drainage and stormwater on the public health, safety, and general welfare; Chapter 18.50 NBMC addresses low impact development (LID) techniques; Chapter 14.12 NBMC (Special Flood Hazard Areas) regulates impacts to floodplains and associated habitat functions, flood protection, and flood damage; and Chapter 14.20 NBMC (Shoreline Management) regulates development in and around designated shoreline areas within the city; and Title 13 NBMC (Water and Sewers) regulates water supply and sewage disposal systems. The King County Department of Health in conjunction with the Washington Department of Health, oversees the regulation of septic systems within the city, implementing WAC 246-270 through 246-274. The Department of Ecology regulates the use of water wells and groundwater protection via RCW 90.36 and 90.44.
PLANTS/ANIMALS	Title 14 NBMC (Environmental Protection) regulates development in and around designated critical areas including wetlands and fish and wildlife conservation areas as well as requiring preservation of critical areas as Native Growth Protection Areas during development and demonstrating compliance with state and federal government lists of endangered, threatened or candidate species; Multiple NBMC Chapters mention Forest Practices which regulates certain forest practices assumed under DNR within the city; Chapter 19.10 (Retention and Protection of Trees) requires retention of existing trees and/or replanting of trees removed. The City's Comprehensive Plan contains policies regarding wildlife habitat areas and corridors.
ENERGY AND NATURAL RESOURCES	Title 15 NBMC (Building and Construction) adopts the International Energy Conservation Code of the State of Washington.

EXHIBIT B

ENVIRONMENTAL HEALTH	Chapter 14.16 NBMC (Stormwater Management) regulates stormwater discharges from all new development and redevelopment to prevent and control adverse impacts of drainage and stormwater on the public health, safety, and general welfare; Chapter 8.30 (Hazardous Materials Incident), Chapter 14.07 Critical Aquifer Recharge Area (CARA), and other municipal code chapters regulates waste from manufacturing and processing uses; Chapter 16.04.020 LSMC (SEPA General Requirements) adopts WAC 197-11-250 through 258 related to the SEPA/Model Toxics Control Act.
NOISE	Chapter 8.26 (Noise Abatement and Control) regulates exposure of citizens to the physiological and psychological dangers of excessive noise and to protect, promote and preserve the public health, safety and welfare and regulates noise associated with manufacturing and processing uses and construction activity.
LAND/SHORELINE USE	Chapter 18.10.030 (Permissible Uses) in conjunction with Chapter 18.13 (Special Districts) establishes which uses or types of uses are permitted, which require special approvals, and which are prohibited in the zones; Chapter 14.20 NBMC (Shoreline Management) implements the goals of the Shoreline Management Act (SMA) (chapter 90.58 RCW) and the state Department of Ecology's implementing guidelines (chapter 173-26 WAC) and provides a uniform basis for applying North Bend Shoreline Management Program (SMP) policies and development regulations within distinctive shoreline areas.
HOUSING	Chapter 18.10.040 (Density and Dimensional Regulations) and 18.13 NBMC (Special Districts) establish setback, lot coverage, building height, and lot dimension regulations for all zoning districts in North Bend; Chapter 17.36 NBMC (Park Impact Mitigation Fees) requires that new growth and development pay its proportionate share of the costs of new park land and park facilities identified in the capital facilities plan element of the comprehensive plan that are reasonably related to the new development; Chapter 17.38 (Traffic Impact Fees) and Chapter 20.12 NBMC (Concurrency) ensure that public health, safety and welfare will be preserved by having safe and efficient services such as utility capacity to serve new development; and Chapter 17.32 NBMC (School Impact Mitigation) ensure that adequate school facilities are available to serve new growth and development and to require that new growth and development pay its proportionate share of the costs of new school facilities. RCW 59.18.440 provides for relocation assistance for low-income tenants when required.
AESTHETICS	Chapter 18.34 NBMC (Design Review) provides design standards for commercial, industrial, multifamily, and innovative housing development; Chapter 18.18 (Landscaping Regulations)

EXHIBIT B

	provides screening and tree requirements for new development; Chapter 18.11 NBMC (Cottage Residential) and Chapter 18.12 (Downtown Commercial Zone Form Based Codes) regulates innovative housing, cottage housing, and infill projects; and Chapter 18.13 (Special Districts) provides design standards for development within the subareas.
LIGHT/GLARE	Chapter 14.38.080 (Lighting) regulates light for development within the subareas; Chapter 14.68.110 LSMC (Sign Illumination and Signs Containing Lights) regulates artificial lighting from signs; Chapter 14.60 (Utilities) contains lighting requirements for public streets and sidewalks, buildings, and outdoor areas as well as addresses excessive lighting; 14.38 LSMC (Subarea Plans) provides design standards including lighting for development within the subareas.
RECREATION	Chapter 17.25 NBMC (Residential Recreation and Common Space Requirements) requires open space for housing and infill development; Chapter 18.34 (Design Review) provides design standards including required open space for development subject to the design standards; Chapter 17.36 NBMC (Park Impact Fees) requires that new growth and development pay its proportionate share of the costs of new park land and park facilities identified in the capital facilities plan element of the comprehensive plan that are reasonably related to the new development; and Chapter 14.20 NBMC (Shoreline Management) implements the goals of the Shoreline Management Act (SMA). The city's Comprehensive Plan contains policies regarding the level of service for parks and trails. The city has a Trails Master Plan and Parks Plan to implement recreational level of service goals within the city.
HISTORICAL/CULTURAL PRESERVATION	Chapter 19.10 NBMC (Clearing, Grading, Filling and Drainage) addresses archaeological and historic resources within North Bend; additionally, RCW's 27.34 (historic sites), 27.44. (Indian graves and records), & 27.53 (archaeological sites and resources) and WAC 25.48 (permits) apply to cultural resources and historic properties within the state.
TRANSPORTATION	Title 12 (Streets and sidewalks) in combination with the city's Public Works Standards (PWS) regulates the design of streets and sidewalks in the city; Chapter 18.16 (Parking) regulates off-street parking within city limits; Chapter 14.112 LSMC (Traffic Impact Mitigation Fees) and Chapter 17.38 (Transportation Impact Fee) ensure that public health, safety and welfare will be preserved by having safe and efficient roads serving new and existing developments. Public transit is addressed in the city's transportation element of the Comprehensive Plan.
PUBLIC SERVICES	Chapter 17.36 NBMC (Park Impact Fees) requires that new growth and development pay its proportionate share of the costs of new park land and park facilities identified in the capital facilities plan element of the comprehensive plan that are reasonably related to the new development; Chapter 17.38 NBMC (Traffic Impact Fees) and Chapter 20.12

EXHIBIT B

	(Concurrency) ensure that public health, safety and welfare will be preserved by having safe and efficient roads serving new and existing developments; and Chapter 17.32 NBMC (School Impact Fees) ensure that adequate school facilities are available to serve new growth and development and to require that new growth and development pay its proportionate share of the costs of new school facilities. Fire impact fees are also collected per Chapter 17.36 NBMC.
UTILITIES	Chapter 13.40 (Utility Billing and Collection) regulates water supply, sewage disposal systems, electric power, natural gas services, and telephone; Title 13 (Water and Sewers) regulates extensions of sewer and water inside and outside city limits; Chapter 8.36 (Solid Waste Disposal) regulates solid waste disposal in the city; Title 15 (Building and Construction) addresses franchises with certain utilities including telecommunications, gas, and cable.

EXHIBIT C

14.04.050 Categorical exemptions.

A. The city adopts by reference the following sections of Chapter 197-11 WAC regarding categorical exemptions:

1. WAC 197-11-800 Categorical exemptions (except as otherwise established below);
2. WAC 197-11-880 Emergencies; and
3. WAC 197-11-890 Petitioning Department of Ecology to change exemptions.

B. Flexible Thresholds for Minor New Construction Categorical Exemption. The city establishes the following exempt levels for minor new construction as allowed under WAC 197-11-800(1)(c) and (d), based upon local conditions:

1. For single-family residential projects, up to 12 dwelling units;
2. For multifamily residential projects, up to 12 dwelling units;
3. For agricultural structures, up to 20,000 square feet;
4. For office, school, commercial, recreational, service, or storage buildings, up to 20,000 square feet;
5. For parking facilities, up to 25 parking spaces;
6. For fills or excavations, up to 500 cubic yards. All fill or excavation, of any quantity, necessary for an exempt project in subsections (B)(1) through (B)(5) of this section shall be exempt.

C. The exemptions in this subsection apply except when the project:

1. Is undertaken wholly or partly on lands covered by water;
2. Requires a license governing discharge to water that is not exempt under RCW 43.21C.0383;
3. Requires a license governing emission to air that is not exempt under RCW 43.21C.0381 or WAC 197-11-800(7) or (8); or
4. Requires a land use decision that is not exempt under WAC 197-11-800(6).

D. Whenever the city establishes new exempt levels under this section, it shall send them to the Department of Ecology, Headquarters Office, Olympia, Washington, 98504 under WAC 197-11-800(1)(c).

A. A proposal that is deemed categorically exempt shall be exempt from the threshold determination requirements except in the following cases:

1. The proposal involves land wholly or partially classified as an environmentally sensitive area;
2. The proposal involves lands underwater;
3. The proposal is a segment of a proposal that includes:

a. A series of actions, physically or functionally related to each other, some of which are categorically exempt and some of which are not, or

b. A series of exempt actions that are physically or functionally related to each other, and that together may have a probable significant adverse environmental impact in the judgment of an agency with jurisdiction.

B. An agency is not required to document that a proposal is categorically exempt. Agencies may note on an application that a proposal is categorically exempt or place such a determination in agency files.

C. ~~Minor New Construction — Flexible Thresholds.~~

1. ~~The exemptions in this subsection apply to all licenses required to undertake the construction in question, except when a rezone or any license governing emissions to the air or discharges to water is required. To be exempt under this subsection, the project must be equal to or smaller than the exempt level. If the proposal involves lands located in another jurisdiction, then the threshold of the jurisdiction with the lowest threshold shall control, regardless of which agency is the lead agency.~~

2. ~~The following types of construction shall be exempt:~~

a. ~~The construction or location of any residential structure up to four dwelling units;~~

b. ~~The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, similar agricultural structure, covering up to 10,000 square feet, and to be used only by the property owner or his or her agent in the conduct of farming the property. This exemption shall not apply to feed lots;~~

c. ~~The construction of an office, school, commercial, recreational, service or storage building with up to 4,000 square feet of gross floor area and with associated parking facilities designed for that number of off street parking spaces required by the zoning ordinance, not to exceed 20 parking spaces;~~

d. ~~The construction of a parking lot designed for 20 parking spaces;~~

e. ~~Any landfill or excavation of 500 cubic yards throughout the total lifetime of the fill or excavation; and any fill or excavation classified as a class I, II, or III forest practice under RCW 76.09.050 or regulations thereunder.~~

D. Other Minor New Construction. The following types of construction shall be exempt and shall apply to all licenses required to undertake the construction in question, except where a rezone or any license governing admissions to the air or discharges to water is required:

1. The construction or designation of bus stops, loading zones, shelters, access facilities and pull-out lanes for taxicabs, transit and school vehicles;
2. The construction and/or installation of commercial on-premises signs, and public signs and signals;
3. The construction or installation of minor road and street improvements such as pavement marking, freeway surveillance and control systems, railroad protective devices (not including grade-separated crossings), grooving, glare screen, safety barriers, energy attenuators, transportation corridor landscaping (including the application of Washington State Department of Agriculture approved herbicides by licensed personnel for right-of-way weed control as long as this is not within watersheds controlled for the purpose of drinking water quality in accordance with WAC 248-54-660), temporary traffic controls and detours, correction of substandard curves and intersections within existing rights-of-way, widening of a highway by less than a single lane width where capacity is not significantly increased and no new right-of-way is required, adding auxiliary lanes for localized purposes, (weaving, climbing, speed change, etc.), where capacity is not significantly increased and no new right-of-way is required, channelization and elimination of sight restrictions at intersections, street lighting, guard rails and barricade installation, installation of catch basins and culverts, and reconstruction of existing roadbed (existing curb to curb in urban locations), including adding or widening of shoulders, addition of bicycle lanes, paths and facilities, and pedestrian walks and paths, but not including additional automobile lanes;
4. Grading, excavating, filling, septic tank installations, and landscaping necessary for any buildings or facility exempted by subsections C and D of this section, as well as fencing and the construction of small structures and minor facilities accessory thereto;
5. Additions or modifications to or replacement of any building or facility exempted by subsections C and D of this section when such addition, modification or replacement will not change the character of the building or facility in a way that would remove it from an exempt class;
6. The demolition of any structure or facility, the construction of which would be exempted by subsections C and D of this section, except for structures or facilities with recognized historical significance;
7. The installation of impervious underground tanks, having a capacity of ten thousand (10,000) gallons or less;
8. The vacation of streets or roads;
9. The installation of hydrological measuring devices, regardless of whether or not on lands covered by water;
10. The installation of any property, boundary or survey marker, other than fences, regardless of whether or not on lands covered by water.

E. ~~Repair, Remodeling and Maintenance Activities.~~ The following activities shall be categorically exempt: The repair, remodeling, maintenance, or minor alteration of existing private or public structures, facilities or equipment, including utilities, involving no material expansions or changes in use beyond that previously existing; except that, where undertaken wholly or in part on lands covered by water, only minor repair or replacement of structures may be exempt (examples include repair or replacement of piling, ramps, floats, or mooring buoys, or minor repair, alteration, or maintenance of docks). The following maintenance activities shall not be considered exempt under this subsection:

1. ~~Dredging;~~
 2. ~~Reconstruction/maintenance of groins and similar shoreline protection structures; or~~
 3. ~~Replacement of utility cables that must be buried under the surface of the bedlands.~~
- ~~Repair/rebuilding of major dams, dikes, and reservoirs shall also not be considered exempt under this subsection.~~

F. ~~Water Rights.~~ The following appropriations of water shall be exempt, the exemption covering not only the permit to appropriate water, but also any hydraulics permit, shoreline permit or building permit required for a normal diversion or intake structure, well and pumphouse reasonably necessary to accomplish the exempted appropriation, and including any activities relating to construction of a distribution system solely for any exempted appropriation:

1. ~~Appropriations of fifty (50) cubic feet per second or less of surface water for irrigation purposes, when done without a government subsidy;~~
2. ~~Appropriations of one cubic foot per second or less of surface water, or of two thousand two hundred fifty (2250) gallons per minute or less of ground water, for any purpose.~~

G. ~~Purchase or Sale of Real Property.~~ The following real property transactions by an agency shall be exempt:

1. ~~The purchase or acquisition of any right to real property;~~
2. ~~The sale, transfer or exchange of any publicly owned real property, but only if the property is not subject to an authorized public use;~~
3. ~~The lease of real property when the use of the property for the term of the lease will remain essentially the same as the existing use, or when the use under the lease is otherwise exempted by this chapter.~~

H. ~~Minor Land Use Decisions.~~ The following land use decisions shall be exempt:

1. ~~Except upon lands covered by water, the approval of short plats or short subdivisions pursuant to the procedures required by RCW 58.17.060, but not including further short subdivisions or short platting within a plat or subdivision previously exempted under this subsection.~~
2. ~~Granting of variances based on special circumstances, not including economic hardship, applicable to the subject property, such as size, shape, topography, location or surroundings and not resulting in any change in land use or density.~~

~~3. Classifications of land for current use taxation under chapter 84.34 RCW, and classification and grading of forest land under chapter 84.33 RCW.~~

~~I. School Closures. The adoption and implementation of a plan, program, or decision for the closure of a school or schools shall be exempt. Demolition, physical modification or change of a facility from a school use shall not be exempt under this subsection.~~

~~J. Open Burning. Open burning and the issuance of any license for open burning shall be exempt. The adoption of plans, programs, objectives or regulations by any agency incorporating general standards respecting open burning shall not be exempt.~~

~~K. Variances under Clean Air Act. The granting of variances under RCW 70.94.181 extending applicable air pollution control requirements for one year or less shall be exempt.~~

~~L. Water Quality Certifications. The granting or denial of water quality certifications under the Federal Clean Water Act (Federal Water Pollution Control Act Amendments of 1972, [33 USC 1341](#)) shall be exempt.~~

~~M. Enforcement and Inspections. The following enforcement and inspection activities shall be exempt:~~

~~1. All actions, including administrative orders and penalties, undertaken to enforce a statute, regulation, ordinance, resolution or prior decision. No license shall be considered exempt by virtue of this subsection; nor shall the adoption of any ordinance, regulation or resolution be considered exempt by virtue of this subsection;~~

~~2. All inspections conducted by an agency of either private or public property for any purpose;~~

~~3. All activities of fire departments and law enforcement agencies except physical construction activity;~~

~~4. Any action undertaken by an agency to abate a nuisance or to abate, remove or otherwise cure any hazard to public health or safety. The application of pesticides and chemicals is not exempted by this subsection but may be exempted elsewhere in these guidelines. No license or adoption of any ordinance, regulation or resolution shall be considered exempt by virtue of this subsection;~~

~~5. Any suspension or revocation of a license for any purpose.~~

~~N. Business and Other Regulatory Licenses. The following business and other regulatory licenses are exempt:~~

~~1. All licenses to undertake an occupation, trade or profession;~~

~~2. All licenses required under electrical, fire, plumbing, heating, mechanical, and safety codes and regulations, but not including building permits;~~

~~3. All licenses to operate or engage in amusement devices and rides and entertainment activities, including but not limited to cabarets, carnivals, circuses and other traveling shows, dances, music machines, golf courses, and theaters, including approval of the use of public facilities for temporary civic celebrations, but not including licenses or permits required for permanent construction of any of the above;~~

4. All licenses to operate or engage in charitable or retail sales and service activities, including but not limited to peddlers, solicitors, second hand shops, pawnbrokers, vehicle and housing rental agencies, tobacco sellers, close out and special sales, fireworks, massage parlors, public garages and parking lots, and used automobile dealers;

5. All licenses for private security services, including but not limited to detective agencies, merchant and/or residential patrol agencies, burglar and/or fire alarm dealers, guard dogs, locksmiths, and bail bond services;

6. All licenses for vehicles for hire and other vehicle related activities, including but not limited to taxicabs, ambulances, and tow trucks; provided, that regulation of common carriers by the utilities and transportation commission shall not be considered exempt under this subsection;

7. All licenses for food or drink services, sales, and distribution, including but not limited to restaurants, liquor, and meat;

8. All animal control licenses, including but not limited to pets, kennels, and pet shops. Establishment or construction of such a facility shall not be considered exempt by this subsection;

9. The renewal or reissuance of a license regulating any present activity or structure so long as no material changes are involved.

O. Financial Assistance Grants. The approval of grants or loans by one agency to another shall be exempt, although an agency may at its option require compliance with SEPA prior to making a grant or loan for design or construction of a project. This exemption includes agencies taking nonproject actions that are necessary to apply for federal or other financial assistance.

P. Local Improvement Districts. The formation of local improvement districts, unless such formation constitutes a final agency decision to undertake construction of a structure or facility not otherwise exempt hereunder.

Q. Information Collection and Research. Basic data collection, research, resource evaluation, requests for proposals (RFPs), and the conceptual planning of proposals shall be exempt. These may be strictly for information gathering, or as part of a study leading to a proposal that has not yet been approved, adopted or funded; this exemption does not include any agency action that commits the agency to proceed with such proposal.

R. Acceptance of Filings. The acceptance by an agency of any document or thing required or authorized by law to be filed with the agency and for which the agency has no discretionary power to refuse acceptance shall be exempt. No license shall be considered exempt by virtue of this subsection.

S. Procedural Actions. The proposal or adoption of legislation, rules, regulations, resolutions or ordinances, or of any plan or program relating solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment shall be exempt. Agency SEPA procedures shall be exempt.

T. Building Codes. The adoption by ordinance of all codes as required by the state building code act (Chapter 19.27 RCW).

U. Adoption of Noise Ordinances. The adoption by cities of resolutions, ordinances, rules or regulations concerned with the control of noise which do not differ from regulations adopted by the Department of Ecology under Chapter 70.107 RCW. When a city proposes a noise resolution, ordinance, rule or regulation, a portion of which differs from the applicable state regulations (and thus required approval of the Department of Ecology under RCW 70.107.060(4)), SEPA compliance may be limited to those items which differ from state regulations.

V. Review and Comment Actions. Any activity where one agency reviews or comments upon the actions of another agency or another department within an agency shall be exempt.

W. Utilities. The utility related actions listed below shall be exempt, except for installation, construction, or alteration on lands covered by water. The exemption includes installation and construction, relocation when required by other governmental bodies, repair, replacement, maintenance, operation or alteration that does not change the action from an exempt class:

1. All communications lines, including cable TV, but not including communication towers or relay stations;
2. All stormwater, water and sewer facilities, lines, equipment, hookups or appurtenances including, utilizing or related to lines eight inches or less in diameter;
3. All electric facilities, lines, equipment or appurtenances, not including substations, with an associated voltage of 55,000 volts or less; and the overbuilding of existing distribution lines (55,000 volts or less) with transmission lines (more than 55,000 volts); and the undergrounding of all electric facilities, lines, equipment or appurtenances;
4. All natural gas distribution (as opposed to transmission) lines and necessary appurtenant facilities and hookups;
5. All developments within the confines of any existing electric substation, reservoir, pump station or well; provided, that additional appropriations of water are not exempted by this subsection;
6. Periodic use of chemical or mechanical means to maintain a utility or transportation right of way in its design conditions; provided, that chemicals used are approved by the Washington State Department of Agriculture and applied by licensed personnel. This exemption shall not apply to the use of chemicals within watersheds that are controlled for the purpose of drinking water quality in accordance with WAC 248-54-660;
7. All grants of rights of way by agencies to utilities for use for distribution (as opposed to transmission) purposes;
8. All grants of franchises by agencies to utilities;
9. All disposals of rights of way by utilities.

X. Natural Resources Management. In addition to the other exemption contained in this section, the following natural resources management activities shall be exempt:

1. All class I, II, III forest practices as defined by RCW 76.09.050 or regulations thereunder;

- ~~2. Issuance of new grazing leases covering a section of land or less; and issuance of all grazing leases for land that has been subject to a grazing lease within the previous ten years;~~
 - ~~3. Licenses or approvals to remove firewood;~~
 - ~~4. Issuance of agricultural leases covering 160 continuous acres or less;~~
 - ~~5. Issuance of leases for Christmas tree harvesting or brush picking;~~
 - ~~6. Issuance of leases for school sites;~~
 - ~~7. Issuance of leases for, and placement of, mooring buoys designed to serve pleasure craft;~~
 - ~~8. Development of recreational sites not specifically designed for all-terrain vehicles and not including more than 12 campsites;~~
 - ~~9. Periodic use of chemical or mechanical means to maintain public park and recreational land; provided, that chemicals used are approved by the Washington State Department of Agriculture and applied by licensed personnel. This exemption shall not apply to the use of chemicals within watersheds that are controlled for the purpose of drinking water quality in accordance with WAC 248-54-660;~~
 - ~~10. Issuance of rights of way, easements and use permits to use existing roads in nonresidential areas;~~
 - ~~11. Establishment of natural area preserves to be used for scientific research and education and for the protection of rare flora and fauna, under the procedures of Chapter 79.70 RCW.~~
- ~~Y. Emergencies. Action that must be undertaken immediately or within a time too short to allow full compliance with this chapter, to avoid an imminent threat to public health or safety, to prevent an imminent danger to public or private property, or to prevent an imminent threat of serious environmental degradation, shall be exempt. Agencies may specify these emergency actions in their procedures.~~
- ~~Z. Individual Battery Charging or Battery Exchange Stations. The construction of an individual battery charging station or an individual battery exchange station (as defined in Chapter [18.06](#) NBMC), that is otherwise categorically exempt pursuant to RCW 43.21C.410, shall continue to be categorically exempt even if part of a larger proposal that includes other battery charging stations, other battery exchange stations, or other related utility networks. (Ord. 1435 § 1 (Exh. A (part)), 2011; Ord. 622 § 6, 1984).~~

From: [Jamie Burrell](#)
To: [mthomas.bangstick.net](#); [Rebecca Deming](#)
Cc: [Susie Oppedal](#)
Subject: RE: Title 14- SEPA Threshold Amendment Updates and SEPA Comments
Date: Monday, November 21, 2022 2:54:00 PM

Received.

Jamie

From: mthomas.bangstick.net <mthomas@bangstick.net>
Sent: Monday, November 21, 2022 2:20 PM
To: Rebecca Deming <RDeming@northbendwa.gov>; Jamie Burrell <JBURRELL@NORTHBENDWA.GOV>
Cc: Susie Oppedal <SOPPEDAL@NORTHBENDWA.GOV>
Subject: Re: Title 14- SEPA Threshold Amendment Updates and SEPA Comments

Repeating send to jburrell@northbendwa.gov due to email address error. Thanks.

Please confirm receipt for SEPA comment for the Title 14- SEPA Threshold Amendment Updates in the public notice as it is unclear whether the comments should be directed to Jamie or Rebecca.

Dear Jamie Burrell and Rebecca Deming:
(cc: City Clerk)

I wish to enter the following into the record regarding the SEPA DNS and object to the characterization of a determination of non-significance and request a EIS be required to analyze the expected impact of multiple exempt developments as a system including existing development. EIS for any water appropriations contemplated by adoption of the water element in WAC 197-11-800.

The collective impact of categorically exempt impacts would not be analyzed under this proposal. Imagine multiple exempt developments that do not get SEPA review, collectively they can have impacts on air, surface and ground water, earth, chemical pollution, bacterial and viral contamination, noise, traffic, animal, plant, temperature, heat, and human life. Multiple projects in proximity could have greater localized impacts that further escape review.

I further object to the provision regarding the appropriation of water being exempt for less than 1 cfs for surface and 2250 gpm for groundwater. This too calls for an impact analysis not only individually but collective multiple impacts for water projects and in consideration of existing use and deployment. To put this in perspective as to the magnitude of impact 2250 gpm is above the entire water withdrawal rate for Sallal, and close to the entire right for the rate of withdrawal for the city's Centennial Well.

The net characterization of the water appropriation referenced by WAC 197-11-800 Categorical

exemptions not impacting federal, state, county, other regulations, and Treaty (including Tribal rights to water and fish such as the Treaty of Point Elliot) is incorrect. The entire city and environs aquifer resides within WRIA 7 and water appropriation subject to Minimum Instream Flow by WAC Chapter 173-507. Nearby impacts to WRIA 8 similarly in consideration for any withdrawal within Cedar WAC Chapter 173-508. Water appropriation is governed also by RCW 90.54 and 90.22. Appropriations are further subject to review against mitigation requirements of like kind, in time, and in place. I would content the characterization of impact of water appropriations to run afoul of many laws and regulations due to impact to the Snoqualmie, Tolt, and Cedar Rivers to name a few.

WAC 197-11-800

4) Water rights. Appropriations of one cubic foot per second or less of surface water, or of 2,250 gallons per minute or less of groundwater, for any purpose. The exemption covering not only the permit to appropriate water, but also any hydraulics permit, shoreline permit or building permit required for a normal diversion or intake structure, well and pumphouse reasonably necessary to accomplish the exempted appropriation, and including any activities relating to construction of a distribution system solely for any exempted appropriation.

Regards

Michael Thomas
1231 LaForest Drive SE
North Bend WA

November 16, 2022

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

RE: Planning Commission Consideration of Amendments to Municipal Code
Chapter 14.04 Environmental Policy

Dear Chair Torguson and North Bend Planning Commissioners:

With nearly 2,700 members, the Master Builders Association of King and Snohomish Counties (MBAKS) is the largest local homebuilders' association in the United States, helping members provide communities a range of housing choice and affordability. MBAKS thanks the City for the opportunity to provide comments on the possible amendments to North Bend Municipal Code Chapter 14.04 Environmental Policy.

MBAKS applauds North Bend's efforts to address more housing choice and affordability. North Bend would take a solid step towards housing attainability by raising the number of dwelling units able to be granted a categorical SEPA exemption, reducing costs for homebuilders and helping to keep prices low by avoiding duplicate regulation.

Many jurisdictions fully planning under the Growth Management Act (GMA) are choosing to raise the exempt levels up to the maximum specified in WAC 197-11-800(1) (d) in order to encourage development in UGAs and streamline permit processes. SEPA reviews are costly and require an extensive amount of time in addition to City resources. Most environmental issues that SEPA was intended to address are already mitigated by local code, state, and federal regulations. Increases to exemption levels can streamline reviews, significantly reducing the duplication and administrative costs of environmental review while still protecting the environment and offering strong public participation during the permitting process.

Increasing exemption thresholds saves time and money for developers and cities:

- Applicants may save an average of one month during the permitting review process and \$3,200 in expenses.
- The local government saves the effort and money required to submit every new or changed local SEPA ordinance to Ecology.

With the housing needs of your community and the greater King County area in mind, we urge the Commissioners to increase your SEPA exemption thresholds by any amount, as any amount helps homebuilders and the community at large. Thank you



for the opportunity to share information. If you have any questions or comments, please feel free to contact me at btaylor@mbaks.com.

Sincerely,
Ben Taylor
King County Government Relations Specialist

cc: Mayor Rob McFarland
City Council





City Council Agenda Bill

SUBJECT:		Agenda Date: January 17, 2023		AB23-012													
Motion Authorizing the Mayor to Enter into a Software Licensing and Maintenance Agreement with Springbrook Holding Company, LLC		Department/Committee/Individual															
		Mayor Rob McFarland															
		City Administrator – David Miller															
		City Attorney – Lisa Marshall															
		City Clerk – Susie Oppedal															
		Administrative Services – Lisa Escobar															
		Comm. & Economic Development – Rebecca Deming															
		Finance – Richard Gould		X													
		Public Works – Mark Rigos															
Cost: 3-year contract: 2023 - \$99,825 years 2023-2025 - \$51,310 + sales tax																	
Fund Source: ARPA, water, sewer, storm, general																	
Timeline: February – July 2023 conversion																	
Attachments: Contract, Exhibit A(Scope) and B (compensation Order terms and details)																	
SUMMARY STATEMENT:																	
<p>In 2020 staff began discussions with Council about the serious and ongoing problems with Vision financial software that has affected all of the finance functions performed by the City. In 2021 the new finance director (Mr. Gould) worked with the finance staff to identify the weaknesses and problems that were reoccurring that prevented staff from completing tasks (utility billings and financial report preparations) in a timely and efficient manner. Mr. Gould also asked current staff (as of April 2022) to list the problems they had with Vision. After meeting with the prior Finance Director, Mayor Rob and the City Administrator, Mr. Gould confirmed that Vision could no longer meet the City of North Bend’s financial reporting and daily financial task needs. Mr. Gould worked with staff to prepare an RFP for Financial Software in May and June 2022.</p> <p>Following discussion with the Finance & Administration Committee on June 7th, and the full Council at a workstudy on June 14th, staff was directed to issue an RFP for financial software proposals, which was released on June 24, 2022. The City received two bids which are reflected in the table below.</p>																	
<table><tr><td>2022 RFP Submittals</td><td>Annual Product Pricing</td><td>Conversion/ Migration/ Training</td><td>Total</td></tr><tr><td>Springbrook</td><td>\$51,310</td><td>\$99,825</td><td>\$151,135</td></tr><tr><td>Tyler Technologies</td><td>\$52,802</td><td>\$253,995</td><td>\$306,797</td></tr></table>						2022 RFP Submittals	Annual Product Pricing	Conversion/ Migration/ Training	Total	Springbrook	\$51,310	\$99,825	\$151,135	Tyler Technologies	\$52,802	\$253,995	\$306,797
2022 RFP Submittals	Annual Product Pricing	Conversion/ Migration/ Training	Total														
Springbrook	\$51,310	\$99,825	\$151,135														
Tyler Technologies	\$52,802	\$253,995	\$306,797														
<p>Overall, the significant cost difference between bids is due to the inclusion of a permitting & licensing suite that was included with Tyler’s proposal (\$156,745). Springbrook was able to provide integration with the City’s current permitting software (Bitco). In consideration of this cost savings, in addition to an extensive analysis and background checks with satisfied users, staff is recommending the City select Springbrook Holding Company, LLC’s Municipal Financial Software Product. Each finance staff member has met several times in 2022 with both vendors for demonstrations of their modules. Staff has also conducted a comprehensive reference check on each vendor. While it appears both companies have excellent reputations and proven customer service track records, staff believes Springbrook would deliver the product and service best suited to North Bend.</p> <p>Finance staff has previous experience with Springbrook’s software. Additionally, staff believes Springbrook’s financial reporting options to be superior to what Tyler offers. Springbrook’s security features are superior to what the City has had with Vision and will protect City deposits and serve the City well into the future.</p>																	

City Council Agenda Bill

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services, economic viability & balanced budget		
COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this item at its last three committee meetings (November 1, December 6 and January 10), recommending passage on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB23-012, authorizing the Mayor to enter in software licensing and maintenance agreement with Springbrook Holding Company, LLC, in a form as approved by the City Attorney.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 17, 2023		

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND SPRINGBROOK HOLDING COMPANY, LLC, A DELAWARE CORPORATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2023, by and between the City of North Bend, a municipal corporation of the State of Washington (“City”), and Springbrook Holding Company, LLC, a Delaware 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. For any breach of the above warranty, City’s entire remedy will be the re-performance by Consultant of the applicable services. This warranty will be in effect for a period of ninety (90) days from acceptance of any services.
2. **Acceptance and Nonconformance.** City is responsible for reviewing and testing all services in accordance with each Order (as defined in **Exhibit A**) pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for the services within the mutually agreed timeframes established in the project plan or schedule. City will provide Consultant with written timely notification of acceptance for the services promptly upon acceptance; however, failure to reject the services, as set forth below, will be deemed acceptance. If City, in its reasonable and good faith judgment, determines that any submitted service does not satisfy the agreed-upon acceptance criteria or as mutually agreed upon in writing by the parties for such service, City must so notify Consultant in writing within twenty (20) business days after Consultant’s submission of the services, specifying the deficiencies in detail. If City does not notify Consultant of any deficiencies within such twenty (20) day period, the services will be deemed accepted. Consultant will use commercially reasonable efforts to correct such deficiencies and resubmit the services to City as soon as practicable. If the services fail to meet the acceptance criteria after two resubmissions to City, City may terminate the Order immediately upon written notice.
3. **Change Management Process.** If City or Consultant requests a change in any of the quantity, timing, specifications, requirements or scope (including drawings and designs) of the services described in any Order, the party seeking the change will propose the applicable changes by written notice.
 - A. Within a reasonable amount of time (not to exceed four (4) business days in the case of implementation services) after receipt of written notice, each party’s designated personnel will meet, either in person or via telephone conference, to discuss and agree upon any proposed changes. Thereafter, Consultant will prepare a change order describing the proposed changes and any associated changes in the services, schedule, fees and/or expenses (each, a “**Change Order**”).
 - B. Change Orders will not be binding until they are executed by both parties. Executed Change Orders will be deemed part of, and subject to, this Agreement. If the parties disagree about the proposed

changes, they will promptly escalate the change request to their respective senior management for resolution.

- C. In the event City requires significant changes (either individually or cumulatively across Change Order(s)) which Consultant reasonably determines is (i) a material modification of the nature or scope of services being purchased and/or (ii) significantly outside any Supported Configuration (as defined below), Consultant may, upon no less than thirty (30) days' notice to City, suspend or terminate the applicable Order and/or Change Order(s). In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon services. Unless otherwise expressly agreed to by the Parties at the time of any such material change, Consultant will not be deemed to have waived any City payment obligations in respect of completed services. A **"Supported Configuration"** means a configuration of the Consultant software that can be consistently supported by Consultant via APIs, does not require direct database changes and is capable of being tested and maintained by Consultant.

4. **Cooperation.**

- A. City Cooperation. Consultant's ability to successfully perform the services is dependent upon City's reasonable and good faith cooperation by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Consultant to perform its obligations under each Order; (ii) timely delivering any materials and other obligations required under each Order; (iii) providing Consultant with access to City's sites and facilities during City's normal business hours and as otherwise reasonably required by Consultant to perform the services; (iv) timely responding to Consultant's inquiries related to the services; (v) assigning a project manager for each a primary point of contact for Consultant; (vi) actively participating in scheduled project meetings; and (vii) providing, in a timely manner and at no charge to Consultant, office workspace, telephone and other facilities, suitably configured computer equipment, access to City's appropriate and knowledgeable employees and continuous administrative access to City's accounts, and coordination of onsite and telephonic meetings all as reasonably required by Consultant.
- B. City Delays. City delays during any implementation period may have adverse collateral effects on Consultant's overall work schedule. Although Consultant will use its commercially reasonable efforts to immediately resume work following any such delay, City acknowledges that schedules for the services may be delayed by more than the number of days delayed by City. City agrees that if additional time is required to complete the services as the result of City delays, such time will be charged to City at Consultant's then-current time-and-materials rates. If City cancels the services or postpones or reschedules the services with less than seven (7) days' notice to Consultant, Consultant may accelerate City's unpaid fee obligations under this Agreement (including any Order) so that all such obligations become immediately due and payable.

5. **Compensation and Method of Payment.**

- A. 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 Ninety-Nine Thousand Eight Hundred Twenty-Five Dollar (\$99,825.00) 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. Consultant shall not be required to commence services until all required approvals from the City have been obtained.

- B. Billing Info & Overdue Charges. City is responsible for keeping Consultant accurately and fully informed of City's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any fees for services are not received from City by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- B. Overdue Payments. If any amount owing by City under this Agreement for any of the services is thirty (30) or more days overdue, Consultant may, without limiting Consultant's other rights and remedies, accelerate City's unpaid fee obligations under this Agreement (including any Order) so that all such obligations become immediately due and payable, suspend the services and/or stop performance of the services until such amounts are paid in full.
- D. Taxes. Fees for services do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). City is responsible for paying all Taxes. If Consultant has the legal obligation to pay or collect Taxes for which City is responsible under this paragraph, the appropriate amount will be invoiced to and paid by City, unless City provides Consultant with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Consultant is solely responsible for taxes assessable against it based on Consultant's income, property and employees.
6. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon contract execution date, ending upon the later of (1) July 1, 2023 or (2) software go live, unless earlier terminated in accordance with Section 17 herein or extended by written amendment in accordance with Section 19 herein.
7. Ownership, Form, and Use of Documents. To the extent expressly set forth in an applicable Order, all documents, drawings, specifications, and other materials produced by Consultant specifically for the City 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, provided however that in all events all ownership and rights in such materials created prior to the commencement of services for City shall remain with Consultant. In no event shall the City acquire any ownership interest or rights in Consultant's techniques, methods, software, software as a service ("SaaS") or technology underlying the SaaS. 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.
8. 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.

9. **Warranty Disclaimer.** Sections 1 and 2 set forth the sole the exclusive warranties and remedies related to the services performed or provided under this Agreement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSULTANT DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, THE SERVICES PROVIDED TO THE CITY ARE ON AN “AS IS” AND “AS AVAILABLE” BASIS.

10. Confidentiality.

- A. **Definition.** As used herein, "**Confidential Information**" means any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of a party (the "**Disclosing Party**") to the other party ("**Receiving Party**") for purposes arising out of or in connection with this Agreement or an Order that: is marked "confidential" or "proprietary" at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party or (v) constitutes aggregate data collected or generated by or on behalf of Consultant regarding its products and services (for purposes of providing or improving its products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other reasonable business purposes) that does not contain any personally identifiable or City-specific information.
- B. **Protection.** Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with the requirements of this Agreement.
- C. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law or court order to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.
- D. **City's Confidential Information.** Consultant will have the right to use any City Confidential Information solely for providing the services to City hereunder. Notwithstanding the foregoing, Consultant may use aggregate City Confidential Information for Consultant development, internal training and other reasonable business purposes not specific to City or its end users.

11. Indemnification for Third Party Claims.

To the extent permitted by applicable law, each party (the “Indemnitor”) shall indemnify, defend, and hold harmless the other party, its officers, officials, employees and volunteers the (“Indemnitees”) from any and all claims made by a third party against an Indemnatee (a “Claim”) and associated injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from the acts, errors or omissions of the Indemnitor in breach of this Agreement or of law, except for injuries, losses and damages caused by the acts, errors or omissions of an Indemnatee.

To receive the foregoing defense and indemnities under this Section 11, the Indemnitees must (a) notify the Indemnitor in writing of a Claim promptly after learning of the Claim, (b) tender sole control of the investigation, defense and/or settlement of the Claim to the Indemnitor, (c) provide reasonable cooperation in the investigation, defense and/or settlement of the Claim, and (d) make no admission of guilt or liability with respect to the Claim. An Indemnatee may, at its sole expense, actively participate in any suit or proceeding, through its own counsel.

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.

12. Limitation of Liability.

- A. EXCEPT WITH RESPECT TO A BREACH OF SECTION 10 (CONFIDENTIALITY) OR A MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY OF THE OTHER PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANYONE ELSE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS, OR COST OF PROCURING ALTERNATIVE GOODS OR SERVICES, EVEN IF A REPRESENTATIVE OF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- B. EXCEPT WITH RESPECT TO A BREACH OF SECTION 10 (CONFIDENTIALITY) OR A MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY OF THE OTHER PARTY, THE MAXIMUM LIABILITY IN ANY CASE OF EITHER PARTY SHALL NOT EXCEED THE AMOUNT PAID TO CONSULTANT HEREUNDER.
- C. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to the City.

13. 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 13.

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 ten (10) 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.

14. 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 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.
- C. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by City or any other governmental body as permitted hereunder, 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.

15. 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. The conduct of an audit and any audit findings shall be subject to Section 10 (Confidentiality).

16. Term and Termination.

- A. This Agreement commences on the date of last signature ("Effective Date") and will remain in effect until terminated in accordance with this section. Each Order will commence on the date it is last signed, and will expire upon completion of the project set forth in the applicable Order. Once signed by both parties, an Order will be non-cancellable, except as otherwise explicitly provided herein or as stated in such Order.
- B. This Agreement will terminate automatically when any agreement to which this Agreement is incorporated and/or all Orders referencing this Agreement are terminated or expired. Either party may terminate this Agreement for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- C. This Agreement may be terminated by City at any time upon sixty (60) 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 13(D) herein.
- D. For the avoidance of doubt, termination under any of the foregoing subsections will not affect City's outstanding payment obligations to Consultant in respect of the services provided prior to such termination. Upon any termination of this Agreement, City will have no rights to continue receipt of any on-going or additional services, whether or not such services are completed prior to such termination.

17. **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.
18. **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 such consent to not be unreasonably conditioned, delayed or withheld.
19. **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.
20. **Notices.** Notices required hereunder shall be delivered via certified U.S. mail to the addresses below:

To the City of North Bend: David Miller, Interim City Administrator
City of North Bend
920 SE Cedar Falls Way
P.O. Box 896
North Bend, Washington 98045
Phone: (425) 888-1211

To Consultant: Jared Hale
Chief Financial Officer
Springbrook Holding Company, LLC
1000 SW Broadway, Suite 1900
Portland, Oregon 97205
Phone: 503-820-2202

21. **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.
22. **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.
23. **Miscellaneous.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in

effect. Consultant will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Consultant. Under no circumstances will the terms, conditions or provisions of any RFP, purchase order, invoice or administrative document issued by City in connection with this Agreement be deemed to modify, alter or expand this Agreement, regardless of any failure of Consultant to object to such terms, provisions, or conditions. No other act, document, usage, custom or waiver will be deemed to amend or modify this Agreement unless agreed to in writing signed by a duly authorized representative of both 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

**SPRINGBROOK HOLDING COMPANY,
LLC**

By: _____
Rob McFarland, Mayor

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Lisa M. 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.

- 1.1. Subject to this Agreement, Consultant will provide City with certain Software implementation, configuration, conversion, upgrade, data extraction, diagnostic, training and/or other skilled services (collectively “Professional Services”) as set forth in the applicable order form executed by Consultant and City (each an “Order”). Any such Order must reference this Agreement or the master agreement to which this Agreement is incorporated. For purposes of this Agreement, “Software” means the Consultant software products and/or software-as-service subscriptions purchased by City under a separate agreement with Consultant or its authorized resale partner.
- 1.2. Each Order will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or materials to be provided to City (each, a “Deliverable”); (ii) scope of the Professional Services; and (iii) applicable fees and payment terms for such Professional Services, if not elsewhere specified. All Orders will be deemed part of and subject to this Agreement.
- 1.3. Professional Services, based on the nature or delivery of such services, may be (i) subject to additional terms and conditions which will be incorporated herein by reference at the time of City’s purchase or Consultant’s performance of such Professional Service; and/or (ii) performed by Consultant, its affiliates, partners or subcontractors acting within or outside of the United States.

EXHIBIT B:

COMPENSATION - As outlined in the Exhibit B – Order Form Q-035231-1

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: _____

Order Form: Q-03523-1
Date: 7/25/2022, 2:07 PM
Expires On: 3/31/2023



Phone: (866) 777-0069
Email: info@sprbrk.com

Ship To:
Diana Bruland
North Bend, WA - City of
P.O. Box 896
North Bend, Washington 98045

Bill To:
North Bend, WA - City of
P.O. Box 896
North Bend, Washington 98045

Account Manager	E-mail	Phone Number	Payment Terms
Bea Williams	bea.williams@sprbrk.com	(503) 820-6272	Net 30

Annual Product Pricing

PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Subscription	USD 13,700.00	1	0.000	USD 13,700.00
Accounts Receivable Subscription	USD 3,800.00	1	0.000	USD 3,800.00
Fixed Assets Subscription	USD 4,300.00	1	0.000	USD 4,300.00
Finance Suite Subscription	USD 12,900.00	1	0.000	USD 12,900.00
Employee Self Services Subscription	USD 2,200.00	1	0.000	USD 2,200.00
Human Resources Management Subscription	USD 4,950.00	1	0.000	USD 4,950.00
Payroll Subscription	USD 7,150.00	1	0.000	USD 7,150.00
Annual Product Pricing Total:				USD 49,000.00

Estimated Professional Services

PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
Standard Professional Services	Standard Professional Services	USD 189.00	179	12.698	USD 29,535.00
Standard Professional Services	Standard Professional Services	USD 189.00	10	12.698	USD 1,650.00
Standard Professional Services	Standard Professional Services	USD 189.00	18	12.698	USD 2,970.00
Standard Professional Services	Standard Professional Services	USD 189.00	150	12.698	USD 24,750.00
Standard Professional Services	Standard Professional Services	USD 189.00	24	12.698	USD 3,960.00
Standard Professional Services	Standard Professional Services	USD 189.00	24	12.698	USD 3,960.00
Standard Professional Services	Standard Professional Services	USD 189.00	200	12.698	USD 33,000.00
Estimated Professional Services Total:					USD 99,825.00

CivicPay Pricing					
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
CivicPay Online Subscription	CivicPay Online Subscription	USD 2,310.00	1	0.000	USD 2,310.00
CivicPay Pricing Total:					USD 2,310.00

Transaction Fees			
PRODUCT	RATE	QTY	NET PRICE
Municipal Payments Transaction Fee	USD 0.55	1	TBD based on number of transactions
CivicPay Transaction Fee	USD 1.00	1	TBD based on number of transactions
Transaction Fees Total:			USD 0.00

Grand Total: USD 151,135.00

* excludes applicable sales tax

Order Details

Customer Name: North Bend, WA - City of

Customer Contact: Diana Bruland

Governing Agreement(s): This Order Form is governed by the applicable terms found at:
 MSA: <https://sprbrk.app.box.com/v/sprbrk-saas-terms>
 MLA: <https://sprbrk.app.box.com/v/sprbrk-onpremise-terms>
 Professional Services: <https://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Term(s): 3 Years

Utility Accounts Contracted for CivicPay and Mobile Work Orders: 3,500

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

*The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users and the Customer go-live in a production environment.

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered

Invoice Timing

Estimated Professional Services,
On-Site Professional Services, and
Travel Expenses*:

Monthly, in arrears for services in the prior month unless specified in Special Terms.

Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

Print Services and Transaction Fees:

Monthly, in arrears for transactions in the prior month.

Hardware and One-Time Licenses:

Upon the Effective Date of this Order Form.

Software Licenses, Subscriptions,
Maintenance,
and Hosting (New):

Annually in advance upon Order Start Date.

Software Licenses, Subscriptions,
Maintenance, and Hosting
(Renewal):

Sixty (60) days in advance of the Order Start Date.

Software Subscriptions, Maintenance,
and Hosting (Add-Ons):

Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

* Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.

Special Order Terms

Special Order Terms (if any):

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

North Bend, WA - City of

Signature:_____

Signature:_____

Name (Print):_____

Name (Print):_____

Title:_____

Title:_____

Date:_____

Date:_____

Purchase Order # (if required)_____