



**PLEASE NOTE:** This meeting will be held at City Hall, 920 SE Cedar Falls Way, North Bend, WA. Members of the public may choose to attend in person or by teleconference. As the in-person/teleconference hybrid meeting option is new technology to City Staff it is strongly encouraged that members of the public that are attending by teleconference provide comments in advance of the meeting. Please email comments on any agenda items prior to the meeting to the City Clerk at [soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov). Please provide comments by 5 p.m., Tuesday, February 7, 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: [February 7, 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

### February 7, 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 Council Workstudy of November 29, 2022, Special Council Workstudy of January 10, 2023, City Council Meeting of January 17, 2023 & Council Workstudy of January 24, 2023	1
2) Payroll	January 20, 2023 – 28590 through 28596, in the amount of \$305,681.87	
3) Checks	February 7, 2023 – 73530 through 73608, in the amount of \$753,218.38	
4) AB23-013	Motion – Authorizing Purchase Order with EnviroTech Services	Mr. Rigos 11
5) AB23-014	Motion – Authorizing On-Call Contract with Keithly Electric	Mr. Rigos 15
6) AB23-015	Resolution – Accepting Chinook Lumber Infrastructure Improvements	Mr. Rigos 31
7) AB23-016	Motion – Authorizing DOC Agreement RE Comp Plan Update	Ms. Deming 47

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

#### ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

8) AB23-017	Appointment to Planning Commission	Mayor McFarland	63
9) Presentation	Parks Commission Report & 2023 Work Plan	Commission Chair Rudd	67



## INTRODUCTIONS:

- |                     |                                                                                    |           |            |
|---------------------|------------------------------------------------------------------------------------|-----------|------------|
| <b>10) AB23-018</b> | Motion – Authorizing Contract with G&O for Water System Plan Amendment             | Mr. Rigos | <b>71</b>  |
| <b>11) AB23-019</b> | Motion – Authorizing Contract with Raftelis for Appraisal Services                 | Mr. Rigos | <b>89</b>  |
| <b>12) AB23-020</b> | Motion – Authorizing 1 <sup>st</sup> Amendment to G&O Contract RE Meadowbrook ULID | Mr. Rigos | <b>95</b>  |
| <b>13) AB23-021</b> | Motion – Authorizing 1 <sup>st</sup> Amendment to Epicenter Services Contract      | Mr. Rigos | <b>105</b> |

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

**Executive Session –** To Discuss Collective Bargaining Negotiations, pursuant to RCW 42.30.140(4)

## ADJOURNMENT:

DRAFT

CITY OF NORTH BEND  
CITY COUNCIL SPECIAL WORKSTUDY NOTES  
**November 29, 2022**  
City Hall, 920 SE Cedar Falls Way, North Bend, WA

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

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

Economic Development Commissioners Martin Maisonpierre, Beth Burrows, Christina Rustik and Chris Castleberry (remote) were present. Economic Development Commissioner Wendy Parslow was absent.

**Staff Present:** Mayor Rob McFarland, City Administrator David Miller, Deputy City Administrator/Public Works Director Mark Rigos, Community & Economic Development Director Rebecca Deming, Economic Development Manager Mark Noll, Human Resources Assistant Erin Mitchell, Communications Manager Bre Keveren and City Clerk Susie Oppedal.

**Guest Present:** Joe Borgstrom, Place + Main Advisors

### **Economic Development Action Plan**

Economic Development Manager Noll explained the effort to produce an Economic Development Action Plan started in 2020 and most recently included Consultant Joe Borgstrom of Place + Main Advisors visiting the City in June to conduct a site visit and hold community stakeholder focus groups and performing data analysis in July and August of this year. He reported initial finding of the demographic and the retail leakage analysis to the Economic Development Commission in August and the Community & Economic Development Council Committee in September.

Consultant Joe Borgstrom of Place + Main Advisors provided a presentation on the Economic Development Action Plan – Data Presentation Summary (Plan). He explained a Plan was typically viewed through five lenses which consist of industry, talent, entrepreneurship, place and tourism and that the current step in development of the Plan consisted of strategic action planning work sessions. Mr. Bergstrom reviewed the following statistics for the City: population change, household change, household income, households by income, housing prices, geofencing data (compared to regional and national), weekly visits, visits per days of the week and time of day, where people go, property analysis, vacancy rate retail, vacancy rate office and vacancy rate multi-family.

**DRAFT**

He noted the key data findings indicated the following:

- Income disparity between \$200,000+ and everyone else
- Tourism is daytime only
- Tremendous amount of commercial potential (existing + future)
- Vacancies are very low
- Best “Bang for the Buck” for the City is Downtown (Property Taxes)
- Housing – Lower Income Workers vs Housing Availability/Affordability

Meeting attendees discussed focus group input, retail leakage, local economy, sales tax and property tax, North Bend Downtown Foundation pursuit of Main Street program, business vacancies/supply of retail space, successful strategies for businesses, pricing and opportunity.

Mr. Bergstrom requested meeting attendees provide input on positive and negative features related to economic development that neighboring communities have implemented. Input regarding positive features included streetscape, evening ambiance, Master Planned Community, trails and connectivity, scooters, public wi-fi, activities near river, drive to small businesses, pedestrian oriented, outdoor businesses and restaurants and community events. Input on negative features consisted of proposed housing by Snoqualmie Falls, ignored businesses, relying on big box retail, scooters, lack of public transportation, lack of communication on plan, homelessness/mental health, better parking/lighting in Downtown and lack of workforce housing.

Mr. Bergstrom requested meeting attendees provide input on what they felt North Bend needed to be successful. Input included the following suggestions: better nightlife, commercial development, additional grocery store, better marketing of events and businesses, redevelopment of existing commercial areas, wayfinding signs, truck services, local architectural, cultural and artistic points of interest, cannabis store, attainable/affordable housing, trail connectivity, enhancing pedestrian experience and multi-modal transportation.

Mr. Bergstrom concluded by noting the next steps in the process to finalize an Economic Development Action Plan included providing a draft Plan by the end of December for review and a presentation of the final Plan to Council early next year.

### **Adjournment**

The Workstudy closed at 8:36 p.m.

ATTEST:

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Alan Gothelf, Councilmember

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Susie Oppedal, City Clerk



**DRAFT**

CITY OF NORTH BEND  
CITY COUNCIL SPECIAL WORKSTUDY NOTES  
**January 10, 2023**  
City Hall, 920 SE Cedar Falls Way, North Bend, WA

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

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

**Staff Present:** Mayor Rob McFarland, City Administrator David Miller, Community & Economic Development Director Rebecca Deming, Communications Manager Bre Keveren and City Clerk Susie Oppedal.

**Guests Present:** Jason Morado, ETC Institute

### **Regional Committee Appointments**

Mayor McFarland discussed the continued need for liaisons on regional committees and City Commissions. After discussion, the following regional committee liaisons were established:

Board of Health	Councilmember Koellen
City Economic Development Commission	Councilmember Miller
City Parks Commission	Councilmember Rosen
City Planning Commission	Councilmember Elwood
Eastside Fire & Rescue	Councilmember Gothelf (Alternate – CM Koellen)
Emergency Management Advisory Committee	Councilmember Gothelf
Flood Control District Advisory Committee	Mayor McFarland (Alternate – CM Joselyn)
Growth Management Planning Council (GMPC)	Mayor McFarland
Meadowbrook Farm Preservation Association	Councilmember Koellen
PSRC Executive Board (Alternate)	Mayor McFarland
Railroad Museum Board	Councilmember Miller
Snoqualmie Valley Governments Association	Mayor McFarland (Alternate – CM Miller)
SVGA Transportation Committee	Mayor McFarland
Snoqualmie Valley Historical Society	Councilmember Miller
Snoqualmie Watershed Forum (WRIA)	Councilmember Joselyn (Alternate – CM Miller)
Sound Cities Association Public Issues Committee	Councilmember Loudanback
SCA Public Issues Committee – Alternate	Councilmember Elwood

**DRAFT****Community Survey**

Community & Economic Development Director Deming requested input from Council on the draft Community Survey that incorporated changes made during the September 27, 2022 Council Workstudy.

Consultant Jason Morado of ETC Institute reiterated that the survey's primary focus was customer satisfaction while incorporating some questions from Council they identified as high priority topics.

Council and staff discussed the following: omission of submitted questions, specific topics of importance regarding land use, public safety, parks/open space and downtown events/amenities, ideal length of survey, using language applicable to public and rewording certain questions to clarify, consolidating questions or subjects that were repetitious to streamline survey, omission of topics not applicable to community and providing for certain survey participants' contact information to be optional.

Community & Economic Development Director Deming noted she would incorporate the input received from tonight's Workstudy and provide to Council for their review.

Councilmember Gothelf announced the Finance & Administration Council Committee would be changing their meeting time to the second Tuesday of each month at 4 p.m. and the Public Health & Safety Council Committee would now meet on the first Tuesday at 4 p.m.

**Adjournment**

The Workstudy closed at 10:05 p.m.

ATTEST:

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Heather Koellen, Mayor Pro Tem

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Susie Oppedal, City Clerk

**DRAFT**

**NORTH BEND CITY COUNCIL MINUTES**

**January 17, 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, Gothelf, Joselyn, Koellen, Loudonback, Miller and Rosen (remote).

**CONSENT AGENDA:**

**Minutes** – Special Council Workstudy of November 8, 2022 & City Council Meeting of January 3, 2023

**Payroll – December 30, 2022 – 28584 through 28589**, in the amount of **\$417,515.32**

**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**

**AB23-007** – Resolution 2053 Accepting 2022 Sidewalk Repair Project

**AB23-008** – Resolution 2054 Accepting Park Street Turn Lane Project

**AB23-009** – Resolution 2055 Awarding Senior Center Paved Trail Repair Project to Rainer Asphalt

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

**CITIZEN'S COMMENTS:**

**Debra Landers**, 14615 438<sup>th</sup> Ave. SE, provided a report of North Bend Art & Industry's activities during the holiday season and noted the organization was hosting their first monthly Makers Meet-Up for local artists tomorrow at the North Bend Train Depot. Additionally, she noted the organization was looking for a permanent location to be able to hold classes and events and requested the City consider the organization for tenancy at the Depot.

**COMMISSION AND COMMITTEE REPORTS:**

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

**Finance & Administration Committee** – Councilmember Gothelf, Chair  
A report of January 10<sup>th</sup> meeting was provided.

**DRAFT**

**Public Health & Safety Committee** – Councilmember Rosen, Chair

No report.

**Transportation & Public Works Committee** – Councilmember Loudenback, Chair

A report of the December 13<sup>th</sup> meeting was provided.

**Council Workstudy** – Mayor Pro Tem Koellen

A report of the January 10<sup>th</sup> Special Meeting was provided.

**Eastside Fire & Rescue Board Meeting** – Councilmember Gothelf

A report of the January 12<sup>th</sup> meeting was provided.

**Planning Commission**

A report of the December 8<sup>th</sup> meeting was provided.

**Parks Commission**

A report of the November 30<sup>th</sup> and January 9<sup>th</sup> meeting was provided.

**Economic Development Commission**

No report.

**Sound Cities Association Public Issues Committee** – Councilmember Loudenback

A report of the January 11<sup>th</sup> meeting was provided.

**INTRODUCTIONS:**

**AB23-010** – Motion Authorizing 1<sup>st</sup> Amendment to Interlocal Agreement for Police Services

**Audio: 21:55**

City Administrator Miller and Police Chief Phipps provided the staff report.

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve AB23-010, authorizing the Mayor to execute a First Amendment to the Interlocal Agreement for Police Services between North Bend and Snoqualmie for a Behavioral Health Specialist, in a form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

**AB23-011** – Ordinance 1791 Amending NBMC 14.04.050 Regarding SEPA Threshold

**Audio: 31:37**

Senior Planner Burrell provided the staff report.

The following individual commented on the agenda item:

**Ben Taylor**, 335 116<sup>th</sup> Ave. SE, Bellevue, Master Builders Association King/Snohomish Counties

**DRAFT**

Councilmember Miller **MOVED**, seconded by Councilmember Loudenback 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. The motion **PASSED** 7-0.

**AB23-012 – Motion Authorizing Software Licensing & Maintenance Agreement with Springbrook Holdings for Financial Software**

**Audio: 42:40**

Finance Director Gould provided the staff report.

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

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

Councilmember Miller reported that she and Community & Economic Development Director Deming remotely attended the public hearing for House Bill 1110 (increasing middle housing in areas traditionally dedicated to single-family detached housing). She noted this was one of many important bills coming before the legislature this year and encourage fellow Councilmembers and citizens to voice their opinions on these important issues.

Councilmember Koellen reported she attended the January 11<sup>th</sup> Tennant Trailhead Park Groundbreaking Ceremony and noted when complete the park would provide mountain biking opportunities to the community within easy access of Downtown North Bend.

Mayor McFarland spoke regarding the following items:

- Special Yard Waste Recycling Event – Saturday, January 21<sup>st</sup> 8 a.m. to Noon at Public Works

#### **EXECUTIVE SESSION:**

Mayor McFarland recessed the regular meeting for an Executive Session at 7:53 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i), property acquisition, pursuant to RCW 42.30.110(1)(b), 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 45 minutes and videotaping of the meeting ceased.

The regular meeting reconvened at 8:33 p.m.

**DRAFT**

**ADJOURNMENT:**

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

The meeting adjourned at 8:33 p.m.

ATTEST:

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Rob McFarland, Mayor

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Susie Oppedal, City Clerk

DRAFT

CITY OF NORTH BEND  
CITY COUNCIL WORKSTUDY NOTES  
**January 24, 2023 – 7:00 p.m.**  
City Hall, 920 SE Cedar Falls Way, North Bend, WA

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

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

**Staff Present:** Mayor Rob McFarland, City Administrator David Miller, City Attorney Mike Kenyon, City Attorney Lisa Marshall, and Deputy City Administrator/Public Works Director Mark Rigos.

#### **Executive Session**

Acting Mayor Pro Tem Loudenback recessed the Council Workstudy for an Executive Session at 7:01 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 would be taken as a result of the executive session, which was expected to last sixty minutes.

At 8:00 p.m. it was announced that the Executive Session was expected to last an additional sixty minutes.

At 9:00 p.m. it was announced that the Executive Session was expected to last an additional fifteen minutes.

The workstudy reconvened at 9:07 p.m.

#### **Adjournment**

The workstudy closed at 9:07 p.m.

ATTEST:

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Ross Loudenback, Councilmember

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Susie Oppedal, City Clerk







## City Council Agenda Bill

SUBJECT:		Agenda Date: February 7, 2023		AB23-013
<b>Motion Authorizing Purchase Order with EnviroTech Services, Inc. for Roadway De-Icer</b>		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		
Cost Impact: \$42,637.43		Public Works – Mark Rigos		X
Fund Source: Streets Snow and Ice Removal				
Timeline: Immediate				
<b>Attachments:</b> Purchase Order				
<p><b>SUMMARY STATEMENT:</b></p> <p>During the two December 2022 snowstorms, the City’s Public Works (PW) Department ordered 25 tons of Ice Slicer brand de-icer to use as a trial run in select areas of the City streets, including key intersections, roundabouts, and heavily travelled streets. The product performed well, allowing PW maintenance division crews to reach blacktop much sooner than previous de-icing methods, which improved public safety. The material is shipped in granular form, thus allowing the City to apply it with existing sanding equipment with the only modifications being settings of the equipment to achieve the desired application rate. Further, the existing sand shelter shed has adequate space to store one load of the material, using tarps to protect it from the rain.</p> <p>This material is used by several agencies, such as WA State and King County Departments of Transportation and many cities throughout the country.</p> <p>In the fall of 2022, City staff had a conversation with officials from the WA State Department of Health (DOH) regarding the use of de-icers in a wellhead protection zone and DOH staff stated they had no concerns of well contamination as long as the chemical was used responsibly and not over-applied.</p> <p>This product is supplied by EnviroTech Services, Inc. and is available through the State bid process, which relieves the City from competitive bidding requirements. Pricing for the product is \$215/ton for a guaranteed delivery within 30 days of order and \$245/ton with a guaranteed delivery within 7 days of order. The minimum order quantity is 25 tons.</p> <p>City staff have found Ice Slicer to be a valuable tool for snow and ice management. As such, staff’s recommendation is to approve a blanket purchase order in the amount of \$42,637.43, bringing the total amount for 2023 to \$50,000, including one load that was delivered in January 2023. The City will be billed per order and will only pay for product that is delivered.</p>				
<p><b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.</p>				
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was discussed at the January 24, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.</p>				

## City Council Agenda Bill

RECOMMENDED ACTION: <b>MOTION to approve AB23-013, authorizing a Purchase Order with EnviroTech Services, Inc. for roadway de-icer, in the amount of \$42,637.43.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 7, 2023		



## PURCHASE ORDER

## CITY OF NORTH BEND

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

TO:  
**Envirotech Services**  
**PO Box 5512**  
Denver, CO 80217  
(509) 936-7012  
C/O: Tyson Rust

SHIP TO:  
**City of North Bend**  
920 SE Cedar Falls Way  
North Bend, WA 98045  
(425) 888-7652

P.O. NUMBER:  
**No. PW2023-04**  
*[The P.O. number must appear on  
all related correspondence,  
shipping papers, and invoices]*

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
2/8/2023	Donald DeBerg	Delivery		Net 30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
Varies	Ton	Ice Slicer RS, 7-day Delivery	\$245.00	Varies
Varies	Ton	Ice Slicer RS, 30-day Delivery	\$215.00	Varies
List three bids, sole source explanation, or contract information (If required):				
		State Bid pricing. No other quotes required.		

<b>SUBTOTAL</b>	<b>\$39,116.90</b>
<b>SALES TAX 9.0%</b>	<b>\$3,520.53</b>
<b>SHIPPING AND HANDLING</b>	<b>Included</b>
<b>OTHER</b>	<b>N/A</b>
<b>TOTAL</b>	<b>\$42,637.43</b>

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

*Authorized by Mayor Rob McFarland*

2/8/2023

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

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



## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: February 7, 2023</b>		<b>AB23-014</b>		
<b>Motion Authorizing an On-Call Contract with Keithly Electric Company</b>		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				
Cost Impact: N/A		Public Works – Mark Rigos				X
Fund Source: N/A						
Timeline: Immediate						
<b>Attachments: On-Call Contract</b>						
<p><b>SUMMARY STATEMENT:</b></p> <p>During February 2016, the City of North Bend entered into an on-call contract with Keithly Electric Company of Seattle, WA to provide troubleshooting and repair services for electrical equipment at City-owned facilities. Since then, City staff have worked with Keithly on numerous occasions with outstanding results. They have been very responsive, especially in emergency situations, employ knowledgeable electricians, and have proven to be excellent at troubleshooting and repairing problems in a timely manner. Additionally, Keithly has a very strong knowledge of telemetry systems and employ troubleshooting and repair staff. Keithly's rates are reasonable compared to other electricians in the area.</p> <p>The most recent on-call contract with Keithly expired December 31, 2022. Because the contract recently expired and the City intends on using them for additional services, it is desired to execute a new contract. The terms of this new contract are very similar to the previous contracts, with the only change being the time of performance. Due to staff's positive experience with Keithly, staff recommends an expiration date of December 31, 2025.</p>						
<p><b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.</p>						
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was discussed at the January 24, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.</p>						
<p><b>RECOMMENDED ACTION: MOTION to approve AB23-014, authorizing an On-Call Contract with Keithly Electric Company, in a form and content acceptable to the City Attorney.</b></p>						
<b>RECORD OF COUNCIL ACTION</b>						
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>				
February 7, 2023						



**CONTRACT FOR ON-CALL SERVICES**  
**City of North Bend and Keithly Electric Company**

This Agreement is entered into by and between the City of North Bend, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "the City," and Keithly Electric Company, hereinafter referred to as "the Contractor."

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

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered within ten (10) days after City Council voucher approval. The Contractor will bill the City monthly based upon actual time expended and expenses incurred against the approved budget for the designated project at the rates provided in Exhibit "B". The Contractor shall be paid a total amount not to exceed the approved budget for the designated project without written modification of the Agreement signed by the City. The Contractor shall complete and return Exhibit "C", Taxpayer Identification Number, to the City prior to or along with the first billing invoice submittal.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing February 8, 2023, and ending December 31, 2025, unless sooner terminated under the provisions hereinafter specified or extended through a mutually agreed upon written amendment to this agreement.
4. **Reserved.**
5. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
6. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, including attorneys' and expert witness fees, arising from injury or death to persons or damage to property occasioned by any negligent act, omission, or failure of the Contractor, its officers, agents, and employees, in performing the work required by this Agreement. With respect to the performance of this Agreement and as to claims against the City, its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on

behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent that any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents, or employees, this obligation to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of the Contractor its officers, agents, and employees.

7. **Insurance.**

- A. The Contractor shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of North Bend as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.
- B. In addition to the insurance provided for in Paragraph A above, the Contractor shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Contractor employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.
- C. Certificates of coverage as required by Paragraphs A and B above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

8. **Record Keeping and Reporting and "Red Flag" Rules.**

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

9. **Taxes, Licenses and Permits.**

- A. The Contractor shall procure and maintain a City Business License in accordance with NBMC Chapter 5.04, Business Licenses and Business and Occupation Tax, prior to beginning work under this agreement. The Contractor shall also ensure that, and be responsible for, all Contractors, sub-Contractor, and suppliers, obtain a City Business License.



- B. The Contractors acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, including NBMC Chapters 5.04 and 5.05, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, the Contractor shall reimburse and hold the City harmless from such costs, including attorney's fees. The Contractor shall also require all Contractors, sub-Contractors, and suppliers, pay all charges and taxes in accordance with this section.
- C. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by the City or any other governmental body, then the Contractor authorizes the City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Contractors total compensation.
10. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Contractor'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 the Contractor.
11. **Termination.** This Agreement may at any time be terminated by the City upon giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
12. **Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
13. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
14. **Entire Agreement.** 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. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

15. **Notices.** Notices to the City of North Bend shall be sent to the following address:

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

Notices to the Contractor shall be sent to the following address:

Danny Keithly  
Keithly Electric Company  
827 South Director Street  
Seattle, WA 98108  
Phone Number: (206) 763-6875

16. **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 exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney and expert witness fees, and costs of suit.

CITY OF NORTH BEND, WASHINGTON

KEITHLY ELECTRIC COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Rob McFarland

Title: Mayor

Title: \_\_\_\_\_

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

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

Attest/Authenticated:

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

Approved As To Form:

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

**EXHIBIT A**

*Continuously Providing Unparalleled Service to Our Customers  
from our Most Valuable Asset: Our Employees*

Services

Case Studies

About

Contact

## Industrial Services

Since 1967 Keithly Electric has proudly been supporting industry 24/7 365 days a year! We pride ourselves on our ability to service every aspect of your facility from wireless signals to 38KV power distribution systems.

With exceptional technicians, programmers and electricians; Design/Build services for your project from the ground up and providing your facility with the following services:

- 24 Hour Troubleshooting and Repair Service
- Certified Electrode and Ground Testing
- Systems Integration (Rockwell Automation Recognized Systems Integrator)
- PLC Programming and HMI development
- CAD Services and Design
- UL508A Panel Shop
- Fiber Optic and Network cabling
- Industrial E-net, Control Net, Device Net, Profi-bus, Can-Open
- Load Analysis and Engineering Services
- Service Design and Installation
- Electric Utility Coordination
- Medium Voltage Equipment Supply and Installation
- Transformer Oil Testing
- Instrument Calibration and Process Tubing
- Water Treatment System design and installation
- Drive programming, sales and service
- Camera system installation and service
- Generators, Transfer Switches and UPS systems
- Aggregate Delivering System using Keithly's "Sensor-less Technology"
- Commercial Tenant Improvements
- Energy conservation programs with government funding of up to 60% of project cost that include:  
LED Lighting, Air compressors, Hydraulics and Fan/dust collector applications



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**KEITHLY**  
**ELECTRIC COMPANY**

827 South Director Street  
Seattle, WA 98108  
Phone (206) 763-6875  
www.keithlyelectric.com

## RATE AND BILLING INFORMATION

### Hourly Rates

The following are our standard hourly rates. Overtime is charged at time-and-a-half for work over 8 hours per day and all-day Saturday. Sundays and holidays are charged at double the standard rate. Service calls have a minimum 3-hour billing. Travel time is billed at the applicable rate on the day of service.

	<b>Hourly Rate</b>	<b>Overtime</b>	<b>Double-time</b>
Electrician	\$120.00	\$180.00	\$240.00
Foreman	\$130.00	\$195.00	\$260.00
Controls Technician / Programmer	\$150.00	\$225.00	\$300.00
Project Engineer / Project Manager	\$150.00	\$225.00	\$300.00
Prevailing Wage Electrician	\$175.00	\$262.50	\$350.00
Prevailing Wage Technician	\$200.00	\$300.00	\$400.00
Shift Work (evening / night) 20% surcharge			

### Emergency Service Calls

Service calls outside of regular business hours incur a \$300 call-out fee plus portal-to-portal charges at \$250 / hour, with a two-hour minimum. Emergency call rates are charged weekdays from 4:00 pm to 6:00 am and all day Saturdays, Sundays and holidays.

### General Terms and Conditions

Prices do not include applicable sales tax. Service calls are billed upon completion. Small capital projects require a 50% deposit and are billed upon completion. Large capital projects require a 20% deposit and are progress billed monthly. Terms are net-30. Credit cards are accepted and are subject to a 3.5% processing fee.

### Warranty

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

EXHIBIT C

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

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of North Bend, we must have either a Tax 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/Proprietor      ☐ Other (please explain)

TIN#:    -    -    -    -    -    -    -

SS#:    -    -    -    -    -    -    -

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (required)

EXHIBIT D

CITY OF NORTH BEND  
IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

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

II. PROGRAM PURPOSE AND DEFINITIONS

A. Fulfilling Requirements of the Red Flags Rule.

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

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

B. Red Flags Rule Definitions Used in this Program.

For the purposes of this Program, the following definitions apply:

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

Covered Account. A “covered account” means:

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

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

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

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

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

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

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

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

### III. IDENTIFICATION OF RED FLAGS

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

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

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

B. Suspicious Documents - Red Flags.

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

C. Suspicious Personal Identifying Information -Red Flags.

- Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);

- Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a driver's license);
- Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- Social security number presented that is the same as one given by another customer;
- An address or phone number presented that is the same as that of another person;
- Failing to provide complete personal identifying information on an application when reminded to do so (**however, by law social security numbers must not be required**); and
- Identifying information which is not consistent with the information that is on file for the customer.

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

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

E. Alerts from Others - Red Flag.

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

IV. DETECTING RED FLAGS

A. New Accounts.

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



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

B. Existing Accounts.

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

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

V. PREVENTING AND MITIGATING IDENTITY THEFT

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

A. Prevent and Mitigate Identity Theft.

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

B. Protect Customer Identifying Information.

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

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

## VI. PROGRAM ADMINISTRATION

### A. Oversight.

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

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

### B. Staff Training and Reports.

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

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

### C. Service Provider Arrangements.

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

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

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

D. Customer Identifying Information and Public Disclosure.

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

VII. PROGRAM UPDATES

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





## City Council Agenda Bill

SUBJECT:		Agenda Date: February 7, 2023		AB23-015
Resolution Accepting Infrastructure Improvements from Chinook Lumber Inc., for the Chinook Lumber Commercial Development Project		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Lisa Marshall		X
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: N/A		Public Works – Mark Rigos		X
Fund Source: N/A				
Timeline: Immediate				
Attachments: Resolution, Exhibit A – Cost Breakdown, Exhibit B – Bill of Sale, Vicinity Map				
SUMMARY STATEMENT:				
<p>Chinook Lumber Inc. (Owner) received engineering plan approval from the City of North Bend (City) on June 2018 to construct a single-story commercial building of approximately 18,672 square feet. The building is located on a 4.22-acre parcel located at 13490 436<sup>th</sup> Ave SE at the intersection of SE Cedar Falls Way and 436<sup>th</sup> Ave SE. See attached Vicinity Map.</p> <p>On April 19<sup>th</sup>, 2017 the owner’s agent Brookwater Associates, LLC, executed a Developer Extension Agreement (DEA) with the City to construct certain stormwater and street extensions. The owner has completed all remaining infrastructure and utility punch-list items, as-builts, and provided a GIS disk to the City as required by North Bend Municipal Code. The developer has also provided a Bill of Sale for storm and street work attached hereto.</p> <p>This Agenda Bill’s purpose is to transfer the owner constructed public infrastructure and utilities into City ownership by acceptance of these improvements by resolution.</p>				
APPLICABLE BRAND GUIDELINES: Design Standards				
COMMITTEE REVIEW AND RECOMMENDATION: This item was brought up during the Transportation and Public Works Committee meeting on January 24, 2023 and was recommended for approval and placement on the Consent Agenda.				
RECOMMENDED ACTION: MOTION to approve AB23-015, a resolution accepting Infrastructure Improvements from Chinook Lumber Inc., for the Chinook Lumber Commercial Development Project.				
RECORD OF COUNCIL ACTION				
Meeting Date	Action		Vote	
February 7, 2023				



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING CURB AND STREET IMPROVEMENTS FROM CHINOOK LUMBER, INC. IN THE PUBLIC RIGHT OF WAY OF 436<sup>TH</sup> AVENUE SOUTHEAST**

**WHEREAS**, Chinook Lumber, Inc. received engineering plan approval from the City to construct a single-story commercial building with associated infrastructure improvements within the right of way along 436<sup>th</sup> Avenue SE in the City; and

**WHEREAS**, Chinook Lumber, Inc.'s agent, Brookwater Associates, LLC, executed a Developer Extension Agreement (DEA) with the City to construct certain infrastructure improvements, and Chinook Lumber, Inc. has completed all remaining infrastructure punch-list items, as-builts, and provided a GIS disk to the City as required by the North Bend Municipal Code; and

**WHEREAS**, Chinook Lumber, Inc. has provided the City with the market value assignment and a Bill of Sale for the improvements; and

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

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

**Section 1.** The City Council of the City of North Bend hereby accepts the curb and street improvements constructed for the Chinook Lumber, Inc. single-story commercial building project as described in the attached Exhibit A, which is incorporated herein by reference.

**Section 2.** The Mayor is authorized to execute the Bill of Sale accepting the curb and street

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improvements on behalf of the City of North Bend, in the form attached hereto as Exhibit B or in a substantially similar form, and in a final form acceptable to the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7<sup>TH</sup> DAY OF  
FEBRUARY, 2023.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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

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

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

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



## EXHIBIT A

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Offsite earthwork					
1010	Sawcut, Remove & Dispose - 2ft width	2,550.00	SF	\$ 1.80	\$ 4,590.00
1040	Sign Relocation	3 ea		\$ 445.00	\$ 1,335.00
1080	Remove Portion of Existing Culvert & Dispose	12 lf		\$ 23.60	\$ 283.20
1090	Roadside Excavation inc Haul	185 TCY		\$ 25.15	\$ 4,652.75
1100	Curbs - 18" Vertical	350 LF		\$ 19.80	\$ 6,930.00
1110	Curbs - Fine Grade	1 LS		\$ 1,410.00	\$ 1,410.00
1160	Paving Widening- 4" HMA	150 SY		\$ 30.80	\$ 4,620.00
1170	Paving- 2" Grind & Overlay	665 SY		\$ 29.20	\$ 19,418.00
1180	Paving - 12" depth CSBC	160 Ton		\$ 30.00	\$ 4,800.00
1190	Paving - 4" depth CSTC	30 Ton		\$ 41.80	\$ 1,254.00
1200	Paving - Fine Grade	1 LS		\$ 2,290.00	\$ 2,290.00
1210	Traffic Control	1 LS		\$ 7,140.00	\$ 7,140.00
1215	Overhead to Underground Power trench and backfill	1 LS		\$ 28,600.00	\$ 28,600.00
Offsite Improvements Subtotal \$102,410.45					\$ 87,322.95
Street lights					
1600	35' luminaire pole arm and fixture	5 EA		\$ 7,500.00	\$ 37,500.00
1601	Service Cabinet	1 EA		\$ 23,335.00	\$ 23,335.00
Light total \$60,835.00					\$ 60,835.00
Total improvement.					\$ 148,157.95



Return Address:

CITY CLERKCITY OF NORTH BEND920 SE CEDAR FALLS WAYNORTH BEND, WA 98045Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)1. Bill of Sale 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document1. Chinook Lumber, Inc. \_\_\_\_\_

2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document1. City of North Bend

2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

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

Lot 4 of King County Short Plat No. 982016, According to the Short Plat Recorded March 15, 1983 Under Recording Number 8303150541, Records of King County, Washington.

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

142308-9137

☐ **Assessor Tax # not yet assigned**

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

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

\_\_\_\_\_  
Signature of Requesting Party**Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements**

**UPON RECORDING RETURN TO:**

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

**BILL OF SALE**

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**Reference Numbers of Related Documents:** N/A

**Grantor:** Chinook Lumber, Inc.

**Grantee:** City of North Bend

**Legal Description:** Lot 4 of King County Short Plat No. 982016, According to the Short Plat Recorded March 15, 1983 Under Recording Number 8303150541, Records of King County, Washington.

**Abbreviated Legal:** N/A

**Tax Parcel Identification Number:** 142308-9137

**KNOW ALL MEN BY THESE PRESENTS** that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, Chinook Lumber, Inc., a Washington Corporation (“Grantor”), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington municipal corporation (“Grantee” or “the City”), the following described curbs and street paving, all of which has been constructed and installed within the existing public right of way of 436<sup>th</sup> Ave SE.

**Infrastructure Improvements:**

Approximately 348 lineal feet of vertical curb and gutter within 436<sup>th</sup> Ave SE and approximately 6,000 square feet of street paving within 436<sup>th</sup> Ave SE shall be owned and maintained by the City.

Sidewalks, paving, landscape strips, bioinfiltration swales, and associated facilities and appurtenances constructed as part of the Chinook Lumber project located outside of the road prism (defined as back of curb to back of curb or edge of pavement to edge of pavement on City streets) along 436<sup>th</sup> Ave SE and within Tax Parcel Number 142308-9137 shall be owned and maintained by the property owner of Tax Parcel Number 142308-9137.

Street lights and street signs located along 436<sup>th</sup> Ave SE outside of the road prism but within the public right of way shall be owned and maintained by the City. Street lights and street signs located within Tax Parcel Number 142308-9137 shall be owned and maintained by the property owner.

Two street lights located within the right of way remain to be installed as part of the project. These street lights shall be installed and energized within 6-months of removal of the overhead power poles and lines currently obstructing installation. The two street lights shall remain stored on Tax Parcel Number 142308-9137 until installation. Cost of installation shall be the responsibility of the property owner of Tax Parcel 142308-9137.

Damage to any improvements within the road prism caused by failure to maintain landscape strips, bioinfiltration swales, street trees, sidewalks, and/or associated facilities located outside the road prism shall be reconstructed, removed or replaced by the property owner of Tax Parcel Number 142308-9137.

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

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

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

GRANTOR:  
Chinook Lumber, Inc.

GRANTEE:  
City of North Bend

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

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

STATE OF WASHINGTON)

)ss

COUNTY OF KING )

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

DATED: \_\_\_\_\_

(Stamp)

(Print: \_\_\_\_\_)

NOTARY PUBLIC in and for the State of Washington

My appointment expires \_\_\_\_\_

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///

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STATE OF WASHINGTON) )ss  
COUNTY OF KING )

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

DATED: \_\_\_\_\_

(Stamp)

(Print: \_\_\_\_\_)

NOTARY PUBLIC in and for the State of Washington

My appointment expires \_\_\_\_\_

EXHIBIT A

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Offsite earthwork					
1010	Sawcut, Remove & Dispose - 2ft width	2,550.00	SF	\$ 1.80	\$ 4,590.00
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1601	Service Cabinet	1 EA		\$ 23,335.00	\$ 23,335.00
Light total \$60,835.00					\$ 60,835.00
Total improvement.					\$ 148,157.95



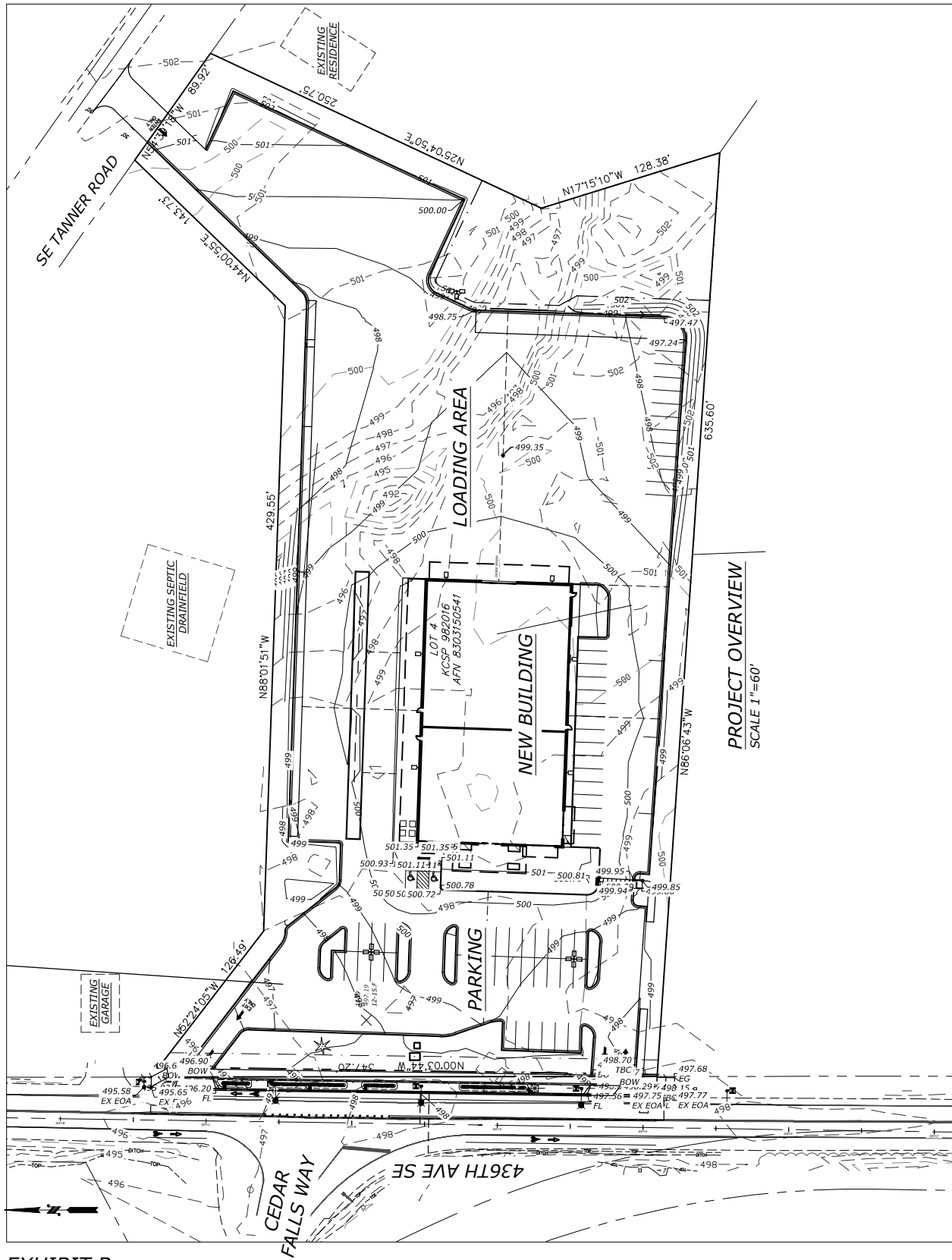


EXHIBIT B  
CHINOOK LUMBER  
SITE PLAN  
SCALE: 1" = 100'

EXHIBIT C

**LEGAL DESCRIPTION**

**TAX PARCEL 142308-9137**

LOT 4 OF KING COUNTY SHORT PLAT NO.  
982016, ACCORDING TO THE SHORT PLAT  
RECORDED MARCH 15, 1983 UNDER  
RECORDING NUMBER 8303150541, RECORDS  
OF KING COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS  
AND EGRESS AS RECORDED IN DOCUMENT  
RECORDED APRIL 7, 1983 UNDER RECORDING  
NUMBER 8304070560.







## City Council Agenda Bill

SUBJECT:		Agenda Date: February 7, 2023		AB23-016
<b>Motion Authorizing Interagency Agreement with Dept. of Commerce Growth Management Services for GMA Periodic Update Grant</b>		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Mike Kenyon/Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		X
		Finance – Richard Gould		
Cost Impact: N/A		Public Works – Mark Rigos		
Fund Source: State				
Timeline: Immediate to June 30, 2023				
<b>Attachments:</b> Agreement for Contract Number: 23-63210-021				
<p><b>SUMMARY STATEMENT:</b></p> <p>The Growth Management Act (GMA), first adopted in 1990, is a series of statutes developed to address ways to accommodate growth. It requires that North Bend complete comprehensive plans and development regulations to guide future growth. Additionally, under the GMA, every county and city in the state is required to conduct a thorough periodic update of its comprehensive plan and/or development regulations that are consistent with and implement the plan.</p> <p>The Washington State Department of Commerce makes funds available to Cities through a grant application process for the City's required comprehensive plan periodic update.</p> <p>Counties and cities must be up to date with the requirements of the Growth Management Act (GMA), including the periodic update requirements, to be eligible for grants and loans from certain state infrastructure programs. Growth Management Services maintains a list of local governments' periodic update status and Growth Management Hearings Board (GMHB) orders to help applicants and funding programs implement this requirement.</p> <p>The attached agreement provides for \$62,500 in Fiscal Year (FY) 2023, with no matching funds required. An additional \$62,500 and contract is expected to be brought back to Council for FY 2024 funds.</p> <p>The City anticipates using these funds for the major periodic update due December 31, 2024. The elements that these funds will provide assistance with include the Transportation Element, Parks Element, Critical Areas Element, Housing Element, and the Land Use Element (including consultant support as needed).</p>				
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management; Commitment to invest in the City; Sustainably managed growth.				
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Community and Economic Development Committee reviewed the agenda item on January 17, 2023 and recommended approval and placement on the Consent Agenda.				
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB23-016, authorizing the Mayor to sign an Interagency Agreement with Washington State Department of Commerce/Growth Management Services for the GMA Periodic Update Grant, in a final form and content acceptable to the City Attorney.</b>				

## City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 7, 2023		



**Interagency Agreement with**

**City of North Bend**

**through**

**Growth Management Services**

**Contract Number:  
23-63210-021**

**For**

**GMA Periodic Update Grant – FY2023**

**Dated:** Date of Execution



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## Face Sheet

Contract Number: 23-63210-021

### Local Government Division Growth Management Services

<b>1. Contractor</b> City of North Bend 920 SE Cedar Falls Way North Bend, WA 9045		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Rebecca Deming Community and Economic Development Director 425-888-7646 <a href="mailto:rdeming@northbendwa.gov">rdeming@northbendwa.gov</a>		<b>4. COMMERCE Representative</b> Valerie Smith Deputy Managing Director (360) 725-3062 <a href="mailto:valerie.smith@commerce.wa.gov">valerie.smith@commerce.wa.gov</a> <div style="text-align: right;">           PO Box 42525            1011 Plum St. SE            Olympia, WA 98504         </div>	
<b>5. Contract Amount</b> \$62,500	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2023
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <div style="text-align: right;"><u><b>ALN</b></u> N/A</div>	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0018430-00	<b>12. UBI #</b> 175-000-595	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> Grant funding to assist the City of North Bend with planning work for the completion the Growth Management Act (GMA) requirement to review, and if needed, revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment B - Budget			
<b>FOR CONTRACTOR</b>     <div style="border-top: 1px solid black; padding-top: 5px;">             Rob McFarland, Mayor              City of North Bend           </div> <div style="border-top: 1px solid black; padding-top: 5px; margin-top: 20px;">             Date           </div>		<b>FOR COMMERCE</b>     <div style="border-top: 1px solid black; padding-top: 5px;">             Mark K. Barkley, Assistant Director              Local Government Division           </div> <div style="border-top: 1px solid black; padding-top: 5px; margin-top: 20px;">             Date           </div> <div style="margin-top: 20px;"> <b>APPROVED AS TO FORM ONLY              BY ASSISTANT ATTORNEY GENERAL              APPROVAL ON FILE</b> </div>	

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed sixty-two thousand, five hundred dollars (\$62,500), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 23-63210-021. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2022, for services and deliverables described under this Agreement.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

**Line Item Transfers**

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

**Ineligible Costs**

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

**5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

### **Attachment A: Scope of Work**

<b>Tasks / Actions / Deliverables</b>	<b>Description</b>	<b>End Date</b>
<b>Task 1</b>	<b>Review relevant plans and regulations to determine needed revisions.</b>	<b>Oct. 17, 2022</b>
Deliverable 1	Completed Commerce periodic update checklist.	Oct. 17, 2022
<b>Task 2</b>	<b>Draft Transportation Element Update</b>	<b>December 31, 2022</b>
Action 2.1	Draft proposed Amendments	July – December 2022
Action 2.2	Draft Staff Report of proposed amendments	September 30, 2022
Action 2.3	Planning Commission Public Hearing	September 30, 2022
Action 2.4	Council Approval (via Resolution, pending SEPA and approval for Comp Plan as a whole)	December 31, 2022
Deliverable 2	Draft Transportation Element	December 31, 2022
<b>Task 3</b>	<b>Draft Park Element Update</b>	<b>June 30, 2023</b>
Action 3.1	Draft proposed Amendments	July – December 2022
Action 3.2	Gather Public Input through Survey	September 2022
Action 3.3	Public Workshop	October 26, 2022
Action 3.4	Draft Staff Report of proposed amendments	January 31, 2023

Action 3.5	Planning Commission Public Hearing	February 28, 2023
Action 3.6	Council Approval (via Resolution, pending SEPA and approval for Comp Plan as a whole)	June 30, 2023
Deliverable 3	Draft Parks Element	June 30, 2023
<b>Task 4</b>	<b>Start Housing Element Update</b>	<b>June 30, 2023</b>
Action 4.1	Start draft proposed amendments	January – June 2023
Deliverable 4	Status Report	June 30, 2023

**Attachment B: Budget**

SFY 2023 Task/Deliverable	SFY 2023 Amount
Deliverable 1	\$2,000
Deliverable 2	\$25,000
Deliverable 3	\$10,000
Deliverable 4	\$25,500
<b>Total Grant</b> (SFY 2023 only)	<b>\$62,500</b>



## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: February 7, 2023</b>		<b>AB23-017</b>	
<b>Appointment to the Planning Commission</b>		Department/Committee/Individual			
		Mayor Rob McFarland			X
		City Administrator – David Miller			
		City Attorney – Mike Kenyon/Lisa Marshall			
		City Clerk – Susie Oppedal			
		Comm. & Economic Development – Rebecca Deming			
		Administrative Services – Lisa Escobar			
		Cost Impact: N/A		Finance – Richard Gould	
Fund Source: N/A		Public Works – Mark Rigos			
Timeline: Immediate					
<b>Attachments:</b> Application					
<p><b>SUMMARY STATEMENT:</b></p> <p>The Planning Commission prepares and recommends coordinated plans, regulations and restrictions for the physical development of the City. The Commission consists of seven members with a minimum of four of the commissioners required to reside inside the City limits and three that may reside in the 98045 zip code area (NBMC 2.28.010). Planning Commission terms are for a period of four years, unless otherwise indicated in accordance with Ordinance 1769, adopted by the City Council on February 1, 2022</p> <p>The term for Planning Commission Position No. 6 became vacant with the recent resignation of Coreen Wilson effective December 31, 2022.</p> <p>Mayor McFarland, Community &amp; Economic Development Director Deming and Senior Planner McCarty interviewed a large pool of qualified candidates in the Spring of 2022 including candidate Errol Tremolada. At that time there were more qualified applicants than positions, yet the recent resignation created the opportunity to now appoint Mr. Tremolada. Mr. Tremolada also recently served on the Salary Commission which completed its work this past fall. Mayor McFarland is recommending the appointment of Errol Tremolada to Position No. 6 (term expiring May 18, 2026).</p>					
<p><b>APPLICABLE BRAND GUIDELINES:</b> Commitment to invest in the City and foster community engagement and pride.</p>					
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> N/A</p>					
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB23-017, confirming the Planning Commission appointment for Errol Tremolada to Position No. 6, term expiring May 18, 2026.</b></p>					
<b>RECORD OF COUNCIL ACTION</b>					
<i>Meeting Date</i>	<i>Action</i>		<i>Vote</i>		
February 7, 2023					





## City of North Bend Commission Application



Name: Errol Tremolada  
 Address: 2871 SE 18th Street, North Bend WA 98045

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Email: \_\_\_\_\_

How long at residence: 07/2021 Best time to contact: email, anytime

Commission desired: 1<sup>st</sup> Choice Planning 2<sup>nd</sup> Choice \_\_\_\_\_

Reason you are interested in serving: My family moved to North Bend in 2021  
and we plan on raising our three children here, we have deep interest in the development of the city.

Previous community activities: work with the National Parks Conservation Association,  
NatureBridge (educational, environmental non-profit), high school baseball coach for 10 years

Applicable education, occupational, and specialized experience: 17 years is commercial real estate  
sales, leasing and development. Current role is Strategic Real Estate

## Development at Amazon

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?

No

2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community?

yes

Are there days or evenings you would be unavailable to meet?

will have youth sporting events on weekends

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:

City of North Bend, Attn: City Clerk, 920 SE Cedar Falls Way, North Bend, WA 98045 For more  
 information call 425-888-7627 or email: [soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov)





**PARKS COMMISSION 2022 SUMMARY REPORT AND  
2023 TENTATIVE WORK PROGRAM**

**To:** City Council  
**Date:** January 27, 2023  
**From:** Mike McCarty, Senior Planner, and Minna Rudd, Parks Commission Chair

City Council members,  
As required per NBMC 2.24.120, *“the Parks Commission, at or before its first regular meeting in February of each year, shall make a full report, in writing, to the Council of its transactions and expenditures, if any, for the proceeding year, with such general recommendations as to matters covered by its prescribed duties and authority as may seem proper.”*

This report is provided to summarize the activities, accomplishments and expenditures of the Parks Commission in 2022 as well as to provide the tentative work program of the Parks Commission in 2023, seeking any feedback or additional direction from the Council on this work program.

**2022 Expenditures:**

The Parks Commission expended a total of \$9,775.30 in 2022 from the Small Park Improvement Budget. Purchases included dog waste bag dispensers for several parks, a bike rack for EJ Roberts Park, and 3 picnic tables at City Hall.

The Parks Commission had also recommended using approximately \$2,000 from the Small Park Improvement Budget for adding pickleball courts striping to the tennis courts at the EJ Roberts Park in response to Citizen requests for such. However this activity was not accomplished in the fall of 2022 due to weather, and will be planned by Public Works in 2023.

**2022 Activities:**

**Community Parks Survey**

City staff, together with review and input from the Parks Commission drafted a Community Parks Survey, and released that survey during the month of September. The purpose of the survey was to obtain community feedback on satisfaction with various park and trail amenities and facilities, and need for additional and new types of facilities, for informing the update to the Parks Element of the Comprehensive Plan. The survey received a total of 534 responses.

**Parks Element Update**

As required as a part of the major 2024 Comprehensive Plan Update, the Parks Commission provided review and deliberation on draft updates to Parks Element of Comprehensive Plan, including review of feedback from the 2022 Community Parks Survey and information from the Si View 2021 Resident Satisfaction Survey, review of policies, level of service standards, and updates to the parks Capital Facilities Plan reflecting completed and new proposed projects. Review on this will continue in the first quarter of 2023.

**Parks Commission Retreat**

The Parks Commission held a retreat on April 20 to consider ideas they could address to help facilitate additional interface with the public on park planning and projects that don't create additional obligations to staff. Parks Commissioners discussed creating a Parks Commission page on City's webpage where the Commission could post information (with Communications manager approval) on park planning topics. Parks Commissioners also discussed establishing

City Volunteer Green Team coordinated largely by the Parks Commission that helps to address invasive species removal from public properties, similar to adopt-a-park program.

## **Parks Booth**

The Parks Commission hosted a Parks Booth at the July 21 and September 1 North Bend Farmer's Markets, for providing outreach information on park planning, and obtaining public input for draft amendments to the Parks Element of the Comprehensive Plan.

## **Parks Workshop**

City staff and the Parks Commission hosted a Parks Workshop on November 30 to present results from the City Parks Survey and planned amendments to the Parks Element of the Comprehensive Plan considered by the Parks Commission based on that feedback.

## **Review of William H. Taylor Park and Riverfront Park Planning Request for Qualifications**

Parks Commission reviewed and provided feedback to staff on the draft Request for Qualifications seeking consultants for the site planning work for William H. Taylor Park and Riverfront Park. Work on these park plans will occur in 2023 from the City's selected consultant, Site Workshop.

## **Arbor Day Event**

With help Parks Commissioners, staff and Mayor McFarland planned and held a community Arbor Day recognition on November 12, planting native trees and shrubs along the Middle Fork Snoqualmie River at the intersection of SE North Bend Way and SE Tanner Road, with the assistance of around 20 community volunteers.

## **Parks Memorial Bench Donation**

Parks Commission made recommendations on a memorial bench being donated by an individual within Tollgate Farm Park, consistent with policies governing this in NBMC 12.08.

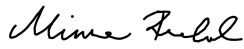
## **2023 Tentative Work Program:**

At their January 25, 2023 meeting, staff and the Parks Commission considered several potential topics to address in the coming year. The Parks Commission recommended addressing the following topics in 2023 (pending available staff time) and seek any City Council feedback or additional direction regarding this tentative work program.

1. Completing review and recommendation, jointly with the Planning Commission, on the draft update to the Parks Element of the Comprehensive Plan – January through March.
2. Providing review and recommendations on the development of site plans for William H. Taylor Park (including McClellan Street) and Riverfront Park in coordination with the City's consultant to the project, Site Workshop – January – Summer.
3. Coordinate with Si View MPD on grand opening celebration for remodeled Tollgate Farmhouse and Farmstead project at Tollgate Farm Park – Spring/Summer.
4. Parks Commission picnic/retreat and annual park tour for planning and recommendation to staff and Council for use of park maintenance funds, and allocation of funds from Small Park Improvement budget – May.
5. Parks Commission review and recommendation on parks directional signage improvements – Spring/Summer.
6. Coordination with Public Works on park and trail-related improvements being planned in 2023 for 2024/2025 implementation including:
  - a. South Fork Snoqualmie River Levy setback and associated trail design.
  - b. Downtown to Tollgate Farm Shared Use Pathway.

- c. Roundabout landscaping/feature plans for new Bendigo Boulevard / Mt. Si Boulevard intersection and associated shared-use pathway.
7. Hosting Parks Commission Booth at a public outreach event such as the Block Party, Festival at Mt. Si, or Farmer's Market day(s).
8. Park capital facilities planning and recommendation for use of Park Impact Fees, Park-related decision cards for 2024 budget – July.
9. Grand opening celebration for Dahlgren Family Park – Fall.
10. Parks Commission review of Tree Canopy Assessment and recommendations for urban forestry improvements – September/October
11. Tree Board and Arbor Day planning activities – October/November.
12. Park review for new developments – as they may come in.

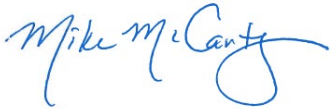
The Parks Commission and staff wish to thank the City Council for consideration of the Parks Commission's recommendations, and appreciate your direction, feedback, and communication as we work collectively towards the planning and betterment of the City of North Bend's park and recreation resources. Please let us know any feedback you have in particular for the 2023 work program.



Minna Rudd, Parks Commission Chair

January 27, 2023

Date



Mike McCarty, Senior Planner

January 27, 2023

Date





## City Council Agenda Bill

SUBJECT:		Agenda Date: February 7, 2023		AB23-018
<b>Motion Authorizing Contract with Gray &amp; Osborne for Water System Plan Amendment</b>		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		
Cost Impact: \$23,820		Public Works – Mark Rigos		X
Fund Source: Water (Professional Services)				
Timeline: Immediate				
<b>Attachments:</b> G&O Work Scope and Fee; Resolution 2034 (Reallocation & Prioritization of Future Water Connections); Ordinance 1782 (Reallocation of Future Water Connections); Preliminary Water Service Area Re-Allocation Map				
<p><b>SUMMARY STATEMENT:</b></p> <p>The City of North Bend (City) had its Water System Plan (WSP) updated in 2019 and 2020 as prepared by civil engineering firm consultant Gray &amp; Osborne, LLC (G&amp;O). The WSP was approved by North Bend City Council in late 2020 and was subsequently approved by Washington State Department of Health (DOH) in early 2021 for 5 years, instead of the customary 10 years. The WSP was also approved by King County Council and King County Utilities Technical Review Committee (URTC) in early 2021. The City's WSP expires in early 2026, so preparation of the next WSP is expected to begin in 2024. The purpose of this agenda bill is to provide an Amendment to the City's existing WSP in order for the City to expand its retail Water Service Area (WSA) to include a portion of the current City limits now served by the Sallal Water Association (Sallal).</p> <p>Sallal announced a water moratorium in June 2022 and the moratorium continued into December 2022. The moratorium affects property owners on the east side of the City limits who are currently located within Sallal's WSA. Although Sallal fortunately did lift its moratorium in late December 2022, a technical report prepared for Sallal indicates that Sallal has very little additional water (available capacity remaining) to sell. If the City's proposed WSP Amendment (WSPA) is approved, then residents and property owners within the City limits would be less likely to be adversely impacted if Sallal imposes a second water moratorium.</p> <p>The City Council in the third quarter of 2022 passed Resolution 2034 and Ordinance 1782 (attached) that indicated the City was willing to serve water to a new area within North Bend City Limits. This new area is within Sallal's existing WSA. The City submitted a WSP expansion letter request to Department of Health (DOH) in late October 2022. Previously, the outgoing chair of King County Utilities Technical Review Committee (UTRC) indicated a WSPA should be first reviewed by DOH. However, in late November, DOH staff said that since this is a service area dispute, the WSPA should be first reviewed by UTRC, then DOH. There was apparently no UTRC meeting in December 2022 and a new UTRC Chair was hired in December. In mid-January 2023, the new UTRC Chair indicated the path forward for the City's WSPA request is the following.</p> <p>A WSPA will be prepared and shall include:</p> <ul style="list-style-type: none"> <li>- A map showing the parcels of expansion (a preliminary map has already been prepared)</li> <li>- Resolution and/or Ordinance (public meeting) that the City supports the area expansion (this has already occurred)</li> <li>- A letter of support or denial (or no response) from the affected water purveyor (Sallal)</li> <li>- A systems capacity analysis (attached is work scope and fee).</li> </ul>				

## City Council Agenda Bill

G&O was the author and professional engineer of record for the City's current WSP. By using G&O, it will be more efficient and cost-effective to complete the WSPA, because G&O is very familiar with the City's water system. By adding 50-75 new parcels to the City's water service area inside City limits and de-prioritizing water supply to 50-75 parcels outside City Limits, G&O will be able to update the projected fire flows and water pressures, throughout the system. They will also consider pipe diameters, locations of air vacuum assemblies, blow-offs, gate valves and other water appurtenances. The proposed change results in water demand being significantly shifted from an area outside City limits to an area inside City limits (near the North Bend Way corridor). G&O's WSPA (report) will ensure the demand relocation can be done from an engineering perspective and will provide recommendations to the City, DOH, and UTRC in order for the City to serve water to this new area. City staff recommend this contract move forward and continue the intended water service area expansion.

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

**COMMITTEE REVIEW AND RECOMMENDATION:** This item was discussed at the January 24, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda.

**RECOMMENDED ACTION: MOTION to approve AB23-018, authorizing a contract with G&O for a Water System Plan amendment, in the amount of \$23,820, in a form and content approved by the City Attorney.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 7, 2023		

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CITY OF NORTH BEND WATER SYSTEM PLAN AMENDMENT**

#### **PROJECT UNDERSTANDING**

The City of North Bend passed an Ordinance in September 2022 putting a priority on serving water connections within the City limits including connections that are currently served by Sallal Water Association since Sallal was under moratorium from June to December 2022. The City would like to expand its water service area to serve several parcels located along North Bend Way and to adjacent to the National Guard site, a large parcel that is currently in North Bend's service area.

The following Scope of Work is provided to prepare an addendum to the 2020 Water System Plan (2020 Plan) that can be approved by the City Council, King County UTRC, and Washington State Department of Health (DOH).

#### **SCOPE OF WORK**

Gray and Osborne will perform the following tasks:

1. Provide project management including managing schedule, budget and resources to complete the project.
2. Update the City's water service area map from the 2020 Plan.
3. Perform a capacity analysis for water rights, source capacity, and storage for the parcels in question to identify any major capital improvements required to serve them.
4. Prepare a Water System Plan Amendment (Amendment) document that can be reviewed by the various agencies. The 2020 Plan CIP will be updated to include any changes determined during the amendment analysis.
5. Obtain regulatory agency approval of the amendment.
  - a. Provide the Amendment to the King County UTRC for their review and address any review comments to obtain approval.
  - b. Provide the Amendment to DOH for their review and address any review comments to obtain approval.

- c. Assist the City in presenting the Amendment to the City Council for the public information meeting and Council approval.
- 6. Complete Quality Assurance/Quality Control reviews of deliverables.



**EXHIBIT B****ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST*****CITY OF NORTH BEND - WATER SYSTEM PLAN AMENDMENT***

<b>Tasks</b>	<b>Principal Hours</b>	<b>Project Manager Hours</b>	<b>Project Engineer Hours</b>	<b>Civil Eng. Hours</b>	<b>AutoCAD/ GIS Tech./ Eng. Intern Hours</b>
1 Provide Project Management	4				
2 Prepare Service Area Map			2		4
3 Perform Capacity Analysis		4	16	16	
4 Prepare Water System Plan Amendment			16	16	
5 Regulatory Agency Review and Approval		24	32		
8 Quality Assurance/Quality Control	2	2	2		
Hour Estimate:	2	34	68	32	4
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$140 to \$235	\$125 to \$175	\$115 to \$155	\$60 to \$165
Estimated Fully Burdened Billing Rate:*	\$220	\$215	\$165	\$135	\$120
Fully Burdened Labor Cost:	\$440	\$7,310	\$11,220	\$4,320	\$480

Total Fully Burdened Labor Cost:

\$ 23,770

Direct Non-Salary Cost:

Mileage &amp; Expenses (Mileage @ current IRS rate)

\$ 50

**TOTAL ESTIMATED COST:****\$ 23,820**

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



## **RESOLUTION 2034**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) The City will give priority to new water connections that serve property within the City Limits, whether within North Bend's WSA or Sallal's WSA;

(B) For projects outside the City Limits but within the City's WSA, the City will provide a water connection equivalent to one Equivalent Residential Unit (ERU) for each existing tax parcel;


(C) The City will not provide water connections to projects outside of the City Limits but within Sallal's WSA; and

(D) The Mayor is requested to prepare an ordinance for City Council consideration and action adopting this statement of City Council policy.

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

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

**CITY OF NORTH BEND:**

  
Rob McFarland, Mayor

**APPROVED AS TO FORM:**

  
Lisa Marshall, City Attorney

**ATTEST/AUTHENTICATED:**

  
Susie Oppedal, City Clerk

Effective: August 2, 2022  
Posted: August 3, 2022



## City Council Agenda Bill

SUBJECT:		Agenda Date: August 2, 2022	AB22-097
<b>Resolution Regarding the Allocation of Future Water Connections and Recommending Adoption of a Related Ordinance</b>		Department/Committee/Individual	
		Mayor Rob McFarland	
		City Administrator – David Miller	
		City Attorney – Mike Kenyon/Lisa Marshall	
		City Clerk – Susie Oppedal	
		Comm. & Economic Development – Rebecca Deming	
		Finance – Richard Gould	
Cost Impact: \$0		Public Works – Mark Rigos, P.E.	X
Fund Source: N/A			
Timeline: Ordinance would follow			
<b>Attachments: Resolution, Exhibit A (Water Reallocation Map)</b>			
<p><b>SUMMARY STATEMENT:</b></p> <p>The City’s Centennial Well permit includes terms regarding mitigation water in order to support instream flows in the Snoqualmie River watershed. Although mitigation water supply is currently available to the City, the City is taking proactive steps to ensure the availability of mitigation water and as needed far into the future. In furtherance of that goal, City administration is recommending the adoption of this Resolution, and a subsequent confirming Ordinance, intended to assure the reallocation and prioritization of future water supply and connections until the City is satisfied with its mitigation water supply.</p> <p>Water mitigation is when the City conveys spring water or groundwater to the Snoqualmie River watershed, when the Snoqualmie River is running at low flows and if other certain conditions are met. The City is doing an excellent job of preserving the downstream environment associated with the Snoqualmie River and it could be arguably said the City is providing more positive change for the Snoqualmie River than any other water purveyor in the Snoqualmie River watershed. Planning for the future, the City is pro-actively considering all effects including that of climate change as part of its water rights. Because of a potential future mitigation water supply limitation in the months of October or November that could be caused by a preceding low snowpack winter and preceding drought like summer, the City continues to evaluate possible long-term solutions. One short-term solution is to reallocate future water connections and supply to prioritize properties inside North Bend Limits.</p> <p>This Resolution reallocates and prioritizes new water connections first to properties located within the City Limits, and limits new water connections to properties located outside City Limits, but within the UGA and the City’s water service area. Attached is a color-coded map that shows where reallocation of water supply and connections would occur.</p> <p>One benefit of this Resolution and subsequent Ordinance is that it would allow property development, particularly commercial development, to occur along North Bend Way. Alpine Crossing, a proposed mixed-use project currently located in Sallal Water Association’s (Sallal) Water Service Area, was denied water supply by Sallal earlier in 2022. More recently in June 2022, Sallal declared a full emergency water moratorium, which means no new water connections will be issued for an indefinite period within Sallal’s water service area.</p> <p>The proposal for water reallocation has been brought forward to both WA State Department of Health (DOH) planning staff and the King County Utilities Technical Review Committee (UTRC) Chair and both are supporting this water reallocation proposal.</p> <p>In conclusion, City staff recommends approval of this Resolution. If this Resolution is supported, then a subsequent Ordinance would be brought forward at a later date.</p>			

## City Council Agenda Bill

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their July 26, 2022 meeting and was recommended for approval and placement on the Main Agenda for discussion.		
RECOMMENDED ACTION: <b>Motion to approve AB22-097, a resolution regarding the allocation of future water connections and recommending the adoption of a related ordinance, in a form and content approved by the City Attorney.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 2, 2022	Passed Resolution 2034	5-0





## ORDINANCE 1782

### **AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING LIMITS ON NEW WATER SERVICE CONNECTIONS REQUESTED FOR CERTAIN PROPERTIES WITHIN AND OUTSIDE CITY LIMITS AND WITHIN AND OUTSIDE THE CITY'S WATER SERVICE AREA; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

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

**WHEREAS**, both purveyors have approximately 2,000 water customers each and serve customers located inside the City Limits and outside the City Limits (in unincorporated King County); and

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

**WHEREAS**, the City has a statutory duty to serve properties within its WSA to the extent it has the capacity to do so, and this duty is heightened for properties within the City Limits; and

**WHEREAS**, the City obtained additional water rights from the state of Washington in 2008 for sufficient capacity to serve projected growth in its WSA and urban growth area ("UGA"), but said water rights are conditioned upon mitigating impacts to the Snoqualmie River when minimum instream flows are not met; and

**WHEREAS**, the City contracted with Seattle Public Utilities to purchase mitigation water from Hobo Springs. The Hobo Springs supply could be limited during certain drought years, and without an additional mitigation source the City may be unable to serve all of the projected growth within both the existing City Limits and the UGA; and

**WHEREAS**, the City has negotiated with Sallal for a Water Supply Agreement whereby Sallal would sell mitigation water to the City from an approved mitigation source and the City would supply municipal water to Sallal, but the Sallal Board has failed to approve a

Water Supply Agreement under which Sallal's approved mitigation source would become available to the City; and

**WHEREAS**, the City has been cautiously limiting the number of new water service connections it approves for development projects due to potential seasonal supply limitations from its Hobo Springs mitigation source; and

**WHEREAS**, Sallal has declined to provide new water service for large projects within the City Limits but inside the Sallal WSA based on lack of water availability, and in June 2022, the Sallal Board adopted an emergency moratorium prohibiting any new water connections in its WSA, including inside the City Limits; and

**WHEREAS**, the City Council finds it necessary to take further action in order to best ensure the adequate supply of water to properties inside the City Limits that now lack access to water due to Sallal's moratorium; and

**WHEREAS**, Sallal appears to be unable to obtain additional water rights or to rescind its moratorium in the reasonably foreseeable future that would enable it to supply water for new development inside the City Limits; and

**WHEREAS**, the City Council accordingly finds it necessary to take actions within its own control and authority to prioritize water availability for projects within the City Limits until adequate water capacity is available to supply development projects in the City's WSA but located outside the City Limits; and

**WHEREAS**, on August 2, 2022, the Council adopted Resolution 2034, declaring that the City will (1) prioritize the allocation of its available water system capacity to development projects located inside the City Limits; (2) provide only one equivalent residential unit ("ERU") on a first-come, first-served basis for land parcels located outside the City Limits and within the City's WSA; (3) not provide any water to projects outside of the City Limits and within Sallal's WSA; and (4) reevaluate Resolution 2034 in the event a Water Service Agreement is executed with Sallal or automatically terminate Resolution 2034 in the event of a water system consolidation with Sallal;

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

**Section 1. Water Connection Limit - City Service Area Outside City Limits:**

Available water system capacity shall be prioritized and first allocated to land parcels located within the City Limits. New water connections within the City's WSA but outside the City Limits shall be available on a first-come, first-served based and only after the City has determined that available water capacity exists to serve such parcels. For parcels located within the City's WSA but outside the City Limits, the City will permit only one connection to the City water system consisting of only one ERU of water.

**Section 2. No Water Connections Outside City Service Area and City Limits:** New water connections shall not be provided to projects or parcels of land located outside of the City Limits and outside of the City's WSA.

**Section 3. Future Water Supply Agreement:** If a Water Supply Agreement between the City and Sallal is executed in the future, or a consolidation of the City and Sallal water systems is approved and implemented, then this Ordinance shall be evaluated by the City Council for repeal or amendment, as the City Council deems appropriate.

**Section 4. 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 5. 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 20<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

**CITY OF NORTH BEND:**

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

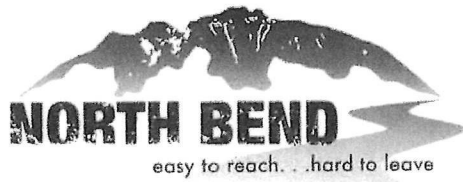
**APPROVED AS TO FORM:**

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

**ATTEST/AUTHENTICATED:**

Published: September 30, 2022  
Effective: October 5, 2022

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



## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: September 20, 2022</b>		<b>AB22-112</b>	
<b>Ordinance Regarding the Reallocation of Future Water Connections</b>		Department/Committee/Individual			
		Mayor Rob McFarland			
		City Administrator – David Miller			
		City Attorney – Mike Kenyon/Lisa Marshall			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – Rebecca Deming			
		Finance – Richard Gould			
Cost Impact: \$0		Public Works – Mark Rigos, P.E.			X
Fund Source: N/A					
Timeline: Ordinance would follow					
<b>Attachments:</b> Ordinance, Exhibit A – Resolution 2034, Exhibit B - Water Reallocation Map					
<p><b>SUMMARY STATEMENT:</b></p> <p>For a detailed summary of the reason for this Ordinance, please read the attached Exhibit A which was the adopted Resolution for Water Reallocation dated August 2, 2022 for the purpose to increase available water supply and number of connections to properties inside City Limits and decrease available water supply to properties and connections outside City Limits (in the Urban Growth Area). Attached as Exhibit B is a Water Reallocation Map which shows the two areas affected.</p> <p>Also attached is the Ordinance that would lawfully create this change.</p> <p>In conclusion, City staff recommends approval of this Ordinance.</p>					
<p><b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.</p>					
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was reviewed by the Transportation and Public Works Committee at their August 23, 2022 meeting and was recommended for approval and placement on Main Agenda.</p>					
<p><b>RECOMMENDED ACTION:</b> Motion to approve AB22-112, an ordinance regarding the reallocation of future water connections, as a first and final reading.</p>					
<b>RECORD OF COUNCIL ACTION</b>					
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>			
September 20, 2022	Passed Ordinance 1782	7-0			



City of North Bend

Re-allocation of Water Service Map

Updated 10/31/2022

De-prioritized Re-allocation of New Water Service Inside UGA and Outside City Limits

Prioritized Re-allocation of New Water Service Inside City Limits

Added to City of North Bend Water Service Area Several Years Ago

City of North Bend Retail Service Area

Sallal Water Association Retail Service Area

Tax Parcel

North Bend City Limit

SAV OCTOBER 31, 2022

GP Production Maps/PAA - Ennis

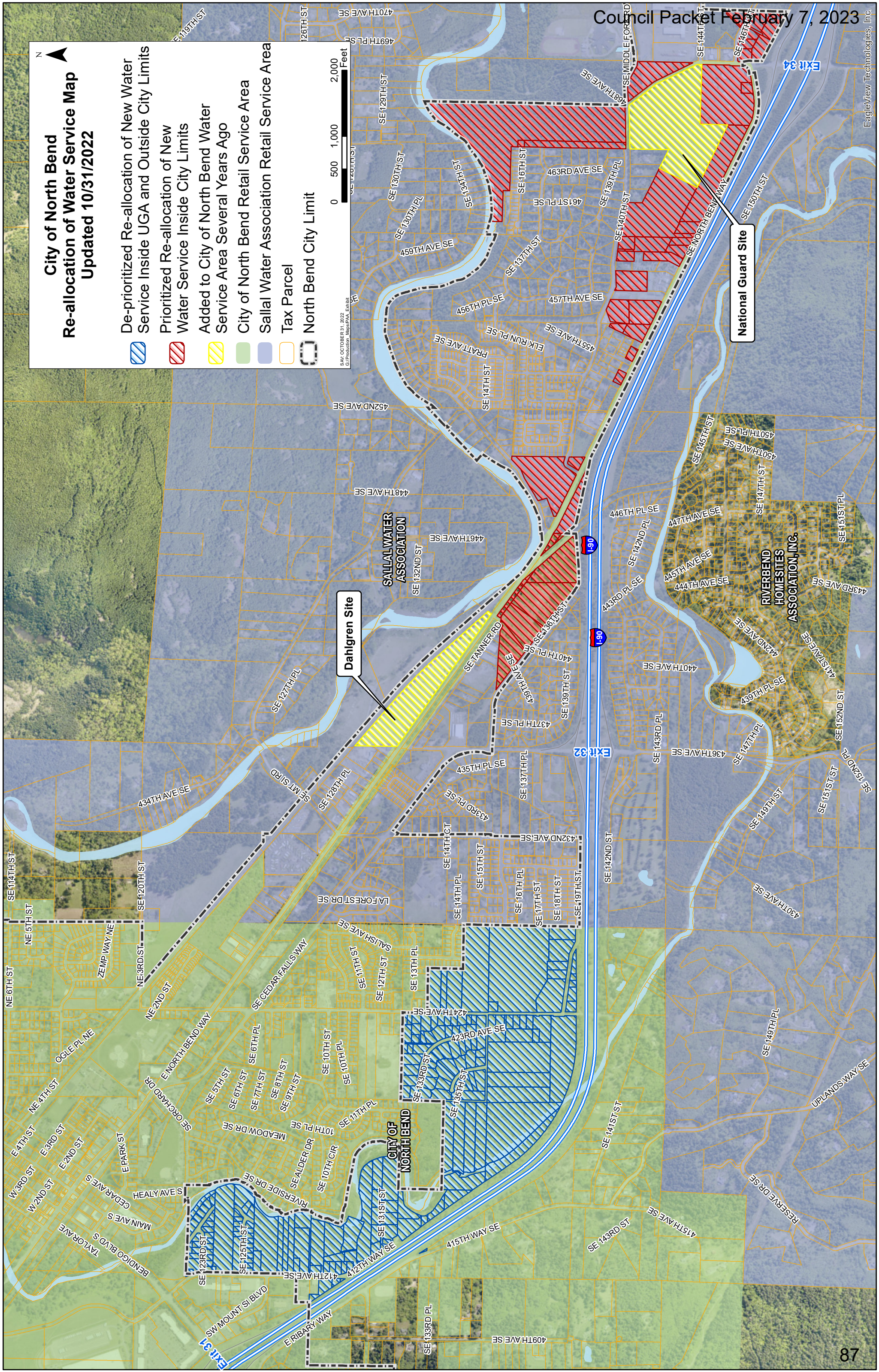
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500

1,000

2,000

Feet









## City Council Agenda Bill

SUBJECT:		Agenda Date: February 7, 2023		AB23-019
<b>Motion Authorizing a Contract with Raftelis for Appraisal Services</b>		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		
Cost Impact: \$16,000		Public Works – Mark Rigos		X
Fund Source: Water (Professional Services)				
Timeline: Immediate				
<b>Attachments:</b> Work Scope and Fee				
<p><b>SUMMARY STATEMENT:</b></p> <p>In late 2022, an appraisal of Sallal’s recently constructed headquarter building and several properties was conducted by Terra Analytics. Terra’s expertise is in appraising buildings and properties. In order to calculate a fair and reasonable offer amount, the City also needs an appraisal of Sallal’s financial conditions. Sallal has other assets (loans, liabilities, accounts receivable, etc.) that also need to be considered. Raftelis is an appraisal company that specializes in the financial elements of a company, including water utility companies.</p> <p>Raftelis’ work for Phases 1 and 2 (see attached work scope) will be summarized in a “calculation engagement” in which a confidential possible range of value of the subject assets will be prepared on a review and analysis of market information and certain calculations. Raftelis will use the appraisal of hard assets performed by Terra Analytics as part of its analysis.</p> <p>City staff believe Raftelis is the right company to perform the next step in the valuation process. Raftelis has been interviewed several times by City staff. Raftelis has the necessary experience in appraising more than 100 utility companies. They are well qualified to conduct the work and have experience valuing utility companies in Pacific Coast States such as California and Washington. Their work will take between 30-60 days for Phases 1 and 2. A written memorandum with a calculated value will be provided to the City at the end of Phase 2.</p>				
<p><b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.</p>				
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was discussed at the January 24, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda.</p>				
<p><b>RECOMMENDED ACTION: MOTION to approve AB23-019, authorizing a Professional Services Contract with Raftelis, in an amount not to exceed \$16,000, in a form and content approved by the City Attorney.</b></p>				
<b>RECORD OF COUNCIL ACTION</b>				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
February 7, 2023				





***Privileged and Confidential***

January 18, 2023

Mark Rigos, P.E.  
Deputy City Administrator / Public Works Director  
City of North Bend  
920 SE Cedar Falls Way  
North Bend, WA 98045

**RE: Proposal - Phased Approach for Utility Appraisal Services**

Dear Mr. Rigos:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this proposal to the City of North Bend ("City") to provide valuation services in connection with the water system and service area currently owned by the Sallal Water Association ("SWA"). The purpose of this engagement is to prepare a preliminary indication of value of the SWA water system for the City's consideration. We understand that the City desires to acquire the SWA system and service area through negotiated sale or condemnation, if necessary. We further understand that limited financial, operational, and fixed asset information is currently available for the SWA system.

Raftelis proposes a phased approach to providing utility appraisal services to the City. These phases are described as follows:

**Phase 1 - Valuation Consulting Services**

Under the Phase 1 Valuation Consulting Services, Raftelis will review background information pertaining to the SWA system and service area, and assist the City in identifying the data and information that will need to be reviewed and analyzed, and the work that will need to be completed, in order to provide the City with an opinion of value that it can use to make an offer to SWA for its water system. We will discuss with the City commonly utilized water utility appraisal approaches, methods, and procedures, as well as appraisal standards such as the Uniform Standards of Professional Appraisal Practice ("USPAP"). We will participate in approximately two (2) teleconferences with City staff and management, and other legal and technical advisors to the City, to understand the SWA system and service area, issues and challenges faced by the City, and for Raftelis to convey information and experience regarding the appraisal and condemnation of other water sector utility systems.

**Phase 2 – Valuation Consulting Services**

Under this phase of the work, Raftelis will gather and research water utility market data and analyze specific elements value. This effort may include providing the City with raw sales data, and performing certain calculations to provide general information pertaining to transaction prices that have been observed in the water utility transaction market. We will participate in approximately two (2) teleconferences with City staff and management under this Phase and prepare a technical memorandum with water utility market information and a summary of our findings.

This phase of the work is considered a “calculation engagement” in which a confidential possible range of value of the subject assets will be prepared based on a review and analysis of market information and certain calculations. Possible methods used for the Calculated Value may include a Cost Approach, an Income Approach, or a Market Approach. Given the limited, special purpose nature of the market for the Subject Assets, the selected procedures for this Calculation Engagement will be determined in consultation with Client and based on available data and information. This Calculation Engagement will not include all the procedures required to prepare a Conclusion of Value (Appraisal or Business Valuation). If a Conclusion of Value is determined at a subsequent date, the results may be different. This Calculation Engagement will be prepared in accordance with the Professional Standards of the American Society of Appraisers®, the National Association of Certified Valuation Analysts®, USPAP (2020-2021 edition)<sup>1</sup>, and applicable state laws or municipal rules (if any).

**Future Phases of the Work**

Raftelis can assist the City with future steps that may be necessary to acquire the SWA system and service area. This may include assisting in making requests to the owner for more information regarding the SWA system, completion of a formal appraisal and appraisal report to support negotiated sale or condemnation, assistance with making a bona fide offer to the owner, and deal structuring analyses, etc.

**Terms and Conditions**

Based on our understanding of the scope of work requirements, we propose to complete Phases 1 and 2 of the work on a time-and-expense basis for a not-to-exceed amount of \$6,000 for Phase 1 and \$10,000 for Phase 2. The budget associated with future phases of the work, if needed, will be negotiated separately. Raftelis will bill for services provided according to our billing rates as shown below.

<b><u>Position</u></b>	<b><u>Hourly Billing Rate<sup>1</sup></u></b>
Executive Vice President	\$350
Vice President	\$325
Senior Manager	\$285
Manager	\$250

<sup>1</sup>The Appraisal Standards Board voted on August 11, 2022, to extend the effective date of the current 2020-21 USPAP through December 31, 2023.

Senior Consultant	\$225
Consultant	\$195
Associate	\$165
Administration	\$90
Technology / Communications Charge <sup>2</sup>	\$10

<sup>1</sup>These rates will be in effect for calendar year 2023 and will then increase annually by 3%.

<sup>2</sup>This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

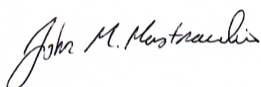
<sup>3</sup>For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by 25%.

It is expressly understood that this fee is an estimate based on our current understanding of the scope of our engagement as described in this proposal. Services will be provided as needed and requested by the City. Expenses related to travel will be in addition to the hourly billing rates provided. It is our practice to bill monthly for fees and expenses as they are incurred during a project, and parties agree that payment of invoices will be provided for work completed within 30 days of receipt. If payment is not made within this timeframe, Raftelis may suspend performing further work until such time as payment of any and all invoices is brought current. A service charge of 0.5% per month (6% per annum) will be assessed on all fees that are past due by 30 days or more.

It is anticipated that the scope of phases 1 & 2 of this engagement can be completed within approximately four (4) to six (6) weeks from a notice to proceed. This timeline is an estimate and is based upon the timely receipt of information necessary to complete this assignment and City availability for virtual meetings.

Thank you for the opportunity to provide appraisal services to the City. Please contact me at [jmastracchio@raftelis.com](mailto:jmastracchio@raftelis.com) or 518.391.8944 if you have any questions or would like to discuss this proposal.

Respectfully Submitted,  
**RAFTELIS FINANCIAL CONSULTANTS, INC.**



**John M. Mastracchio, ASA, CFA, P.E.**  
Vice President

JM/sm





## City Council Agenda Bill

SUBJECT:		Agenda Date: February 7, 2023		AB23-020
<b>Motion Authorizing Amendment No. 1 to Contract with Gray &amp; Osborne for the Meadowbrook Sewer ULID</b>		Department/Committee/Individual		
		Mayor Rob McFarland		
		City Administrator – David Miller		
		City Attorney – Mike Kenyon/Lisa Marshall		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		
		Finance – Richard Gould		
Cost Impact: \$98,900 NTE		Public Works – Mark Rigos, P.E.		X
Fund Source: TBD, TIF, Water Capital				
Timeline: Immediate				
<b>Attachments:</b> Exhibit A – Scope, Exhibit B – Fee				
<p><b>SUMMARY STATEMENT:</b></p> <p>The City Council approved the engineering design contract with Gray &amp; Osborne Inc. (G&amp;O) for the Meadowbrook Sewer ULID on September 20, 2022. Since then, City staff have been working with G&amp;O to begin design services.</p> <p>In an effort to take advantage of economy of scale and to remove an on-going pavement maintenance problem on NW 14<sup>th</sup> Street, City staff are proposing to re-construct NW 14<sup>th</sup> Street from Bendigo Blvd (SR 202) to the end of the existing road to the west. This work would be a separate schedule of work within the bid documents from the sewer work that would be funded with Transportation Benefit District (TBD), Transportation Impact Fees (TIF), and/or other City funds. This project is on the City's 6-Year Transportation Improvement Plan (Project T-030) and would provide the residents of NW 14<sup>th</sup> Street with a new roadway which includes stormwater collection and conveyance systems instead of failing pavement and drainage conditions that we see on the road today.</p> <p>To be clear, the engineering and construction cost of this work <b>would not</b> be added to the ULID Assessment and would be paid with TBD, TIF, and/or other City funds.</p> <p>In addition to the roadway reconstruction work, the City is also proposing to install a new watermain from Boalch Avenue to the west end of NW 14<sup>th</sup> Street prior to reconstructing the roadway. This would also be a separate schedule of work within the bid documents from the sewer and roadway reconstruction work that would be paid for with City water capital funds and/or other City funds.</p> <p>To be clear, the engineering and construction cost of this work <b>would not</b> be added to the ULID Assessment and would be paid with City water capital funds and/or other City funds.</p> <p>The watermain inclusion will be set up to be a Latecomer Agreement so that any future property owner who chooses to connect to the City's water system will pay a Latecomer Fee prior to connection. The Latecomer Agreement will be provided separately.</p> <p>Amendment No. 1 work would include design of new ductile iron watermain from Boalch Avenue west approximately 1,500 feet to the west end of NW 14<sup>th</sup> Street including fire hydrants and new water service stubs. Work would also include reconstruction of NW 14<sup>th</sup> Street from Bendigo west approximately 1,000 feet to the west end of NW 14<sup>th</sup> Street including storm drainage conveyance and collection infrastructure. The roadway section would be similar to the roadway section of NW 14<sup>th</sup> Street to the east that was rebuilt in 2017 with two 12-foot wide travel lanes and a thickened edge of asphalt to direct stormwater to the new storm drainage system.</p>				

## City Council Agenda Bill

City staff has selected G&O to provide plans, specs, and estimates (PS&E) for this project as they will already be providing design services for the Meadowbrook Sewer ULID in this area. G&O services shall include geotechnical investigation/reporting and 30%, 60%, 90%, and Final PS&E. Engineering design and permitting is scheduled to be completed late 2024 with construction taking place in 2025 in conjunction with the Meadowbrook Sewer ULID project.

Amendment No. 1 cost would be NTE \$98,900.00 and would be paid for with a combination of TBD, TIF, water capital funds, or other City funds. A latecomers agreement would also be put in place at a future Council meeting to cover water main design and construction costs.

City staff recommends moving forward with G&O for the attached work scope and fee.

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

**COMMITTEE REVIEW AND RECOMMENDATION:** This item was reviewed by the Transportation and Public Works Committee during their November 22, 2022 meeting and was recommended for approval and placement on general discussion.

**RECOMMENDED ACTION: MOTION to approve AB23-020, authorizing Amendment No. 1 to the Contract with G&O for the Meadowbrook Sewer ULID Project, in a form and content approved by the City Attorney, in an amount not to exceed \$98,900.00.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 7, 2023		

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CITY OF NORTH BEND MEADOWBROOK ULID SANITARY SEWER SYSTEM AMENDMENT NO. 1**

#### **PROJECT UNDERSTANDING**

The City of North Bend wishes to add additional scope to the existing Meadowbrook ULID Sanitary Sewer System (project) contract. The additional scope is to provide design service to support the installation of approximately 1,500 LF of 8-inch DI Water Main on NW 14<sup>th</sup> Street from Boalch Avenue NW west to the road's termination point. Also, the project is anticipated to require a boring under Highway 202 to facilitate the installation of the water main across the highway. In addition, the City wishes to construct a new road section, similar to the section on NW 14<sup>th</sup> Street east of Boalch Avenue NW, consisting of a cement treated base and 24-foot-wide asphalt wearing course, asphalt wedge curbs and 10-foot-wide gravel shoulder, along with associated storm drainage improvements on NW 14<sup>th</sup> Street from Highway 202 west to the road's termination point. This work is to be incorporated into the project contract documents as additional schedules of work.

More specifically, the work will include the following.

#### **DESIGN**

##### **Task 1 – Project Management and Oversight**

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members. Services, to include:

- A. Procure sufficient staff resources to dedicate to the project.
- B. Prepare and execute subconsultant contracts.
- C. Manage subconsultant work.
- D. Manage and control project budget and schedule.
- E. Manage and provide monthly progress reports and invoices.

## **Task 2 – Geotechnical Investigation and Report**

Conduct field explorations to determine design recommendations to support the proposed water improvements and road reconstruction. This task will include in the final project geotechnical report. Services, to include:

- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to four test borings (5 feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for new road section.
- D. Report – This scope of work assumes this additional geotechnical effort can be included as a part of the project Geotechnical Report.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

## **Task 3 – Thirty Percent Design**

Prepare 30 percent design effort drawings, of the proposed water and road improvements for City's review. Services, to include:

- A. Base Map  
  
Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.



B. Water Main Alignment

Prepare layouts and full-size drawings of water main design representing a 30 percent design effort to include alignment of the proposed improvements and typical details. These proposed improvements will be designed on the base map developed from the project survey.

C. Road Plan and Profile

Prepare layouts and full-size drawings of road design representing a 30 percent design effort to include alignment, section of the proposed improvements, and typical details. These proposed improvements will be designed on the base map developed from the project survey.

D. Quantities and Cost Estimates

Calculate bid quantities and prepare preliminary-level construction cost estimates.

E. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments.

**Task 4 – 60 Percent Design**

Prepare project drawings, specifications, and cost estimates of the water main and road improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignments/alternatives developed through the 30 percent design effort. Services, to include:

A. Plans

Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

B. Specifications (Draft)

Prepare draft project specifications in WSDOT format referencing the *2022 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet City staff as may be required to review project status and solicit concerns/comments.

**Task 5 – 90 Percent Design**

Prepare project drawings, specifications, and cost estimates of the water main and road improvements representing a 90 percent design effort for City review and comment. Services, to include:

A. Plans

Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

B. Specifications

Prepare project specifications in WSDOT format referencing the *2022 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments.

### **Task 6 – Final Design**

Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Services, to include:

A. Final Plans

Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

B. Specifications (Final)

Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

C. Quantities and Cost Estimates

Prepare final quantity takeoff and construction-level construction cost estimate.

### **Task 7 – Quality Assurance/Quality Control**

Oversee three, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include the design team members, and selected senior project staff. Meetings are to take place at the following levels:

A. 30 Percent Design (defined more fully in Task 3).

B. 60 Percent Design (defined more fully in Task 4).

C. 90 Percent Design (defined more fully in Task 5).

Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

### **BUDGET**

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

## **PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES**

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (1 week) review of all submittals.
2. This scope of work assumes that the City will provide G&O with record drawings of existing infrastructure along the project alignment, as may be available and/or pertinent to the project.
3. This scope of work assumes that the survey for the Meadowbrook ULID project can be used for this work. No additional survey has been assumed.
4. This scope of work assumes that the plans and specifications required for this work can be included in the project contract documents.
5. This scope of work assumes that no easements are required for the constructions of these improvements.

**EXHIBIT B****ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST****City of North Bend - Meadowbrook Sanitary Sewer ULID  
Amendment No. 1**

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	AutoCAD Hours
1 Project Management	8	16			
2 Geotechnical Investigation	2	2	2	2	
3 30 Percent Design	12	24	24	16	40
4 60 Percent Design	8	24	40	32	24
5 90 Percent Design	8	24	40	32	24
6 Final Design	8	8	24	16	24
7 Quality Assurance/Quality Control	16	8	8	8	
Hour Estimate:	62	106	138	106	112
Estimated Fully Burdened Billing Rate:*	\$215	\$210	\$160	\$150	\$145
Fully Burdened Labor Cost:	\$13,330	\$22,260	\$22,080	\$15,900	\$16,240

Total Fully Burdened Labor Cost:

\$ 89,810

Direct Non-Salary Cost:

Mileage &amp; Expenses (Mileage @ current IRS rate)

\$ 200

Printing

\$ 90

Subconsultant:

PanGEO, Inc.

\$ 8,000

Subconsultant Overhead (10%)

\$ 800

**TOTAL ESTIMATED COST:****\$ 98,900**

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.





## City Council Agenda Bill

SUBJECT:		Agenda Date: February 7, 2023		AB23-021																																							
<b>Motion Authorizing Amendment No. 1 to Contract with Epicenter Services</b>		Department/Committee/Individual																																									
		Mayor Rob McFarland																																									
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Cost Impact: \$14,750		Finance – Richard Gould																																									
Fund Source: Contract Fee will be Covered by Solid Waste Hauler in Administrative Fee		Public Works – Mark Rigos		X																																							
Timeline: Immediate																																											
<b>Attachments:</b> Work Scope & Fee																																											
SUMMARY STATEMENT:																																											
<p>In early 2022, the City of North Bend contracted with solid waste consultant Epicenter Services (Epicenter) to prepare the City’s solid waste 10-year Request for Proposals (RFP) package and manage the RFP process with the solid waste haulers. Epicenter is based out of Northwest Washington and has principals Jeff Brown and Jeanette Jurgensen who have supported the City’s RFP.</p> <p>The original contract with Epicenter was for \$36,000 and was presented to the City’s Transportation and Public Works Committee on February 17, 2022. The contract was approved by the City Council on March 1, 2022. The original contract’s funds have now been exhausted due to substantial work performed in 2022.</p> <p>Tasks performed by Epicenter in 2022 included:</p> <table><tr><td>Task 1: Prep. Work and Release Document Set:</td><td>\$15,000</td></tr><tr><td>Task 2: Procurement Process:</td><td>\$10,000</td></tr><tr><td>Task 3: Contract Finalization and Award:</td><td>\$11,000</td></tr></table> <p>The City’s current solid waste contract with Republic Services (Republic) expires on March 31, 2024, thus the City needs to have in place a new contract on April 1, 2024 so that the City’s solid waste (garbage, recyclables and compostables) can be picked up, hauled away and disposed of. As of February 7, 2023 there remains less than 14 months on the City’s contract with Republic.</p> <p>The City’s initial contract with Epicenter contemplated that the entirety of the RFP process from development of the contract to the commence of collection services with the selected contractor would take place pursuant to the following timeline.</p> <table><tr><th>Original March 2022 RFP Timeline</th><th>Event</th><th>Time Frame</th></tr><tr><td>•</td><td>Internal Development of Contract</td><td>March-May, 2022</td></tr><tr><td>•</td><td>Release Industry Review draft of document set</td><td>Early May, 2022</td></tr><tr><td>•</td><td>Industry Review comments due</td><td>Late May, 2022</td></tr><tr><td>•</td><td>Release Final RFP</td><td>Mid-June, 2022</td></tr><tr><td>•</td><td>First Round Proposer Questions Due</td><td>Mid-July, 2022</td></tr><tr><td>•</td><td>Second Round Proposer Questions Due</td><td>Early August, 2022</td></tr><tr><td>•</td><td>Proposals Due</td><td>Early September, 2022</td></tr><tr><td>•</td><td>Proposal Evaluation, Interviews, Clarifications, Selection</td><td>September, 2022</td></tr><tr><td>•</td><td>Finalization of Contract</td><td>October, 2022</td></tr><tr><td>•</td><td>Recommendation to City Council, Council Process</td><td>November, 2022</td></tr></table>					Task 1: Prep. Work and Release Document Set:	\$15,000	Task 2: Procurement Process:	\$10,000	Task 3: Contract Finalization and Award:	\$11,000	Original March 2022 RFP Timeline	Event	Time Frame	•	Internal Development of Contract	March-May, 2022	•	Release Industry Review draft of document set	Early May, 2022	•	Industry Review comments due	Late May, 2022	•	Release Final RFP	Mid-June, 2022	•	First Round Proposer Questions Due	Mid-July, 2022	•	Second Round Proposer Questions Due	Early August, 2022	•	Proposals Due	Early September, 2022	•	Proposal Evaluation, Interviews, Clarifications, Selection	September, 2022	•	Finalization of Contract	October, 2022	•	Recommendation to City Council, Council Process	November, 2022
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## City Council Agenda Bill

- City Executes Contract
- Container Delivery
- Start of Collection Services

December, 2022  
March, 2024  
April, 2024

Epicenter attended the City's Transportation and Public Works Committee Meetings on April 26, 2022 and October 25, 2022. In September 2022, the City received proposals from three solid waste companies. Based on those proposals and a qualitative review by a 3-person City Staff Committee, Republic was calculated to be the highest scored solid waste provider. City staff brought a recommendation to move forward with Republic in November 2022. Around that time, there was interest from City Council to consider other solid waste options. One of those options was to re-issue the RFP ("second RFP").

Epicenter has continued to support the City during the past several months. But as noted above, the original contract of \$36,000 has been exhausted. For the second RFP, Epicenter will perform the following tasks:

- Prepare a draft document set for the second RFP;
- Prepare questions for proposers;
- Prepare a revised rate proposal;
- Review the second RFP with City;
- Release second RFP to the three RFP proposers;
- Revise the rate scoring and calculate final scoring (based on staff qualitative re-scoring of proposals and additional answers); and
- Assist City with completing contract finalization with the selected proposer and then presenting results to City Council.

The contract amendment with Epicenter will add \$14,750 to the original contract for a total contract amount of \$50,750.

City does not have a solid waste specialist on staff, and therefore must rely on an experienced solid waste consultant to guide the City through the RFP process. Epicenter principals have approximately 50 years of dedicated solid waste experience. City staff believe Epicenter is the right company to continue working with, and do not recommend changing course to a different consultant to complete the solid waste procurement process.

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

**COMMITTEE REVIEW AND RECOMMENDATION:** This agenda item has not been discussed at the Committee Level due to time constraints.

**RECOMMENDED ACTION: MOTION to approve AB23-021, authorizing Amendment No. to the Professional Services Contract with Epicenter, in an amount not to exceed \$14,750, in a form and content approved by the City Attorney.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 7, 2023		



**AMENDMENT #1 - EXHIBIT A  
SCOPE OF WORK AND BUDGET**

**Services**

**Task 4:**       **Additional Council Process:** Write staff memo, discuss with staff, and then prepare to meet with Council in person (both Jeff Brown and Jeanette Jurgensen), to provide discussion of options and address Councilmember questions as needed.

**Timeline:** Task to be completed by January 31, 2023

**Budget:** Task Budget – \$2,750. flat fee

**Task 5:**       **Proposal Clarification/Rescoring Process:** Prepare draft document set for RFP addendum including additional direction/questions for proposers and a revised rate proposal attachment, review with Council, release to the three RFP proposers. Review submissions, revise rate scoring and final scoring (based on staff qualitative re-scoring of proposals and additional answers). Redo Task 3, based on the selected proposer, including updates to contract King County disposal fee rate adjustment methodology based on that selected proposer.

**Timeline:** Task to be completed by May 31, 2023

**Budget:** Task Budget – \$12,000. flat fee

**Total Additional Budget**

**Fixed Fee Item:**

Task 4: Additional Council Process:	\$2,750.00
Task 5: Proposal Clarification/Rescoring Process	<u>\$12,000.00</u>
Total:	<b>\$14,750.00</b>

**Excluded Tasks**

Qualitative review and scoring of the proposals is not included in this scope of work. In the event of litigation, the City and Consultant will determine the Consultant's role in the proceedings and determine a separate scope and budget based on the emerging situation.

**Billing**

All tasks (including on-call services) not to exceed ~~\$36,000~~ \$50,750. All travel and incidental costs are included in both flat rate tasks. Each task may be billed upon completion or all tasks may be billed at one time upon conclusion of the project, at the consultant's option.