



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

Members of the public may choose to attend in person or by teleconference. As the in-person/teleconference hybrid meeting option is new technology to City Staff it is strongly encouraged that members of the public that are attending by teleconference provide comments in advance of the meeting. Please email comments on any agenda items prior to the meeting to the City Clerk at soppedal@northbendwa.gov. Please provide comments by 5 p.m., Tuesday, May 2, 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: [May 2, 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

May 2, 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	City Council Meeting of April 18, 2023		1
2) Payroll	April 20, 2023 – 28631 through 28637, in the amount of \$342,807.75		
3) Checks	May 2, 2023 – 73934 through 74015, in the amount of \$733,579.77		
4) AB23-051	Resolution – Awarding Maloney Grove-Cedar Falls Way Intersection Improvement Project	Mr. Rigos	5
5) AB23-052	Resolution – Awarding PW Covered Equipment Facility Project	Mr. Rigos	11
6) AB23-053	Resolution – Awarding 2023 Annual Sidewalk Repair Project	Mr. Rigos	21
7) AB23-054	Resolution – Accepting FHWA Funds & Authorizing LA Agreement RE SR-202 Shared Use Path and Pedestrian Bridge Capital Project	Mr. Rigos	27
8) AB23-055	Resolution – Accepting FHWA Funds & Authorizing LA Agreement RE NB Way/Mt Si Road Roundabout Capital Project	Mr. Rigos	31
9) AB23-056	Resolution – Accepting Kanim Grove Infrastructure Improvements	Mr. Rigos	35

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

**ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**

10) AB23-057	Reappointments to Planning Commission	Mayor McFarland	59
11) Proclamation	Affordable Housing Week	Mayor McFarland	65

INTRODUCTIONS:

12) AB23-058	Ordinance – Authorizing Franchise Agreement with PSE	Ms. Marshall	67
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MAYOR, COUNCIL & ADMINISTRATOR CONCERNS AND INITIATIVES: (Business and general information presented that may be deliberated upon by the Council. Formal action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

Executive Session – To Discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i)

ADJOURNMENT:

NORTH BEND CITY COUNCIL MINUTES**April 18, 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, Koellen, Loudenback, Miller and Rosen. Councilmember Joselyn was excused.

CONSENT AGENDA:

Minutes – City Council Workstudy of February 28, 2023, City Council Workstudy of March 28, 2023 & City Council Meeting of April 4, 2023

Payroll – **April 5, 2023 – 28624** through **28630**, in the amount of **\$330,533.73**

Checks – **April 18, 2023 – 73880** through **73933**, in the amount of **\$942,740.21**

AB23-045 – Motion Authorizing Contract with iWorQ Systems, Inc.

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve the consent agenda as presented. The motion **PASSED** 6-0.

CITIZEN'S COMMENTS:

Dylan Johnson, 122 E 3rd Street, Operations Manager of Snoqualmie Valley Food Bank, spoke of the increased need for food assistance for local valley households and noted the Food Bank was in need of volunteers and drivers for pickup of donated food items.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Miller, Chair
A report of the April 18th meeting was provided.

Finance & Administration Committee – Councilmember Gothelf, Chair
A report of the April 11th meeting was provided.

Public Health & Safety Committee – Councilmember Rosen, Chair
A report of the April 4th meeting was provided.

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

Council Workstudy – Mayor Pro Tem Koellen
A report of the March 28th meeting was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the April 13th meeting was provided.

Planning Commission

No report.

Parks Commission

A report of the February 15th meeting was provided.

Economic Development Commission

A report of the March 28th meeting was provided.

Sound Cities Association Public Issues Committee – Councilmember Loudenback
A report of the April 12th meeting was provided.

Sound Cities Association Board of Health – Councilmember Koellen
A report of the March 16th meeting was provided.

MAIN AGENDA:

AB23-046 – Resolution 2060 Authorizing Regional Coordination Framework Agreement

Audio: 19:01

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

Councilmember Rosen **MOVED**, seconded by Councilmember Gothelf to approve AB23-046, a resolution authorizing an agreement for participation in the Regional Coordination Framework. The motion **PASSED** 6-0.

AB23-047 – Motion Approving Economic Development Action Plan

Audio: 21:52

Economic Development Manager Noll provided the staff report.

The following individuals commented on the agenda item:

Chris Garcia, 770 SE 10th Street

Wendy Parslow, 416 Taylor Place NE, Economic Development Commissioner

Councilmember Miller **MOVED**, seconded by Councilmember Rosen to remand to the May 16, 2023 City Council meeting AB23-047, approving the Economic Development Action Plan. The motion **PASSED** 5-1 (Loudenback).

DRAFT**AB23-048** – Resolution 2061 Adopting Procurement Policy & Procedures **Audio: 1:08:47**

Finance Director Gould provided the staff report.

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve AB23-048, a resolution adopting a new Procurement Policy and Procedures. The motion **PASSED** 6-0.

AB23-049 – Ordinance 1794 Repealing NBMC 3.30 Purchasing **Audio: 1:24:32**

City Administrator Miller provided the staff report.

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve AB23-049, an ordinance repealing North Bend Municipal Code Chapter 3.30 Purchasing, as a first and final reading. The motion **PASSED** 6-0.

AB23-050 – Resolution Authorizing Agreement for Wholesale Supply of Water **Audio: 1:26:29**

City Attorney Kenyon provided the staff report. Mike Johnson and Russ Porter from consultant Gray & Osborne provided a power point presentation on the North Bend/Sallal Intertie and Mitigation Operational Considerations.

Councilmember Loudenback **MOVED**, seconded by Councilmember Rosen to approve AB23-050, a resolution authorizing the Mayor to sign an Agreement for the Wholesale Supply of Water with Sallal Water Association, as a first reading. The motion **PASSED** 6-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Gothelf thanked all for their efforts on AB23-050 – Resolution Authorizing Agreement for Wholesale Supply of Water and noted that assistance was available through Eastside Fire & Rescue in partnership with King Conservation District for wildfire preparedness and evaluation of properties in the Wildland-Urban Interface area.

Councilmember Miller commented on her recent attendance at the production of “Picasso at the Lapin Agile” at Valley Center Stage and noted the production was playing until the end of April. Additionally, she commented on attending the April 15th Habitat for Humanity Tyler Town Build Completion Ceremony and thanked the family that donated the property for the multi-family development.

Councilmember Elwood echoed Councilmember Gothelf’s comments on AB23-050 and mentioned the upcoming production of “The Clean House” at Valley Center Stage.

DRAFT

Councilmember Loudenback echoed fellow Councilmember's comments on AB23-050 and reminded all of the April 22nd Jazz Walk event in Downtown North Bend.

Councilmember Rosen echoed fellow Councilmember's comments on AB23-050.

Councilmember Koellen echoed Councilmember Miller's comments on the April 15th Habitat for Humanity event and reminded all of traffic delays due to road construction on I-90 westbound.

City Administrator Miller thanked Mayor McFarland, City Attorney Kenyon and Deputy City Administrator/Public Works Director Rigos for all of their hard work on the proposed wholesale water supply agreement with Sallal Water Association.

Mayor McFarland spoke regarding the following items:

- April 15th Habitat for Humanity Tyler Town Build Completion Ceremony
- Beautification Days – April 21st & 22nd
- Meet up with the Mayor – Wednesday, April 19th 4:30 – 5:30 p.m. at Volition Brewery
- Yard Waste Recycling Program – Saturday, April 22nd 8 a.m. – Noon @ Public Works
- Prescription Drug Take Back Day – Saturday, April 22nd 10 a.m. – 2 p.m. @ Snoqualmie Fire Station
- Special Recycling Event – Saturday, April 29th 9 a.m. – 3 p.m. @ Snoqualmie Middle School

ADJOURNMENT:

Councilmember Gothelf **MOVED** to adjourn, seconded by Councilmember Elwood. The motion **PASSED** 6-0.

The meeting adjourned at 9:42 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: May 2, 2023	AB23-051
Resolution Accepting Bids and Awarding Construction Contract for the Maloney Grove Avenue – Cedar Falls Way Intersection Improvements Capital Project to Rainier Asphalt Sealing, LLC	Department/Committee/Individual	
Cost Impact: \$193,657.00 NTE	Mayor Rob McFarland	
Fund Source: Capital Streets Project	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments: Resolution, Bid Tabulation		

SUMMARY STATEMENT:

The City Council has approved funding in 2023 to fill in sidewalk gaps throughout the City.

A sidewalk gap at the south side of the intersection of Cedar Falls Way and Maloney Grove Avenue was rated by our Transportation and Public Works Committee in late 2021 as the highest priority sidewalk gap project and was subsequently added to the City's 6-year Transportation Improvement Plan (TIP). City staff agreed with the TPW Committee's input and have been moving this public safety project forward.

The intersection improvements will include, but are not limited to, traffic control, new curb and gutter, new sidewalk, new ADA ramps, landscape strip, stormwater infrastructure, intersection lighting, undergrounding of utilities, crosswalks, Rectangular Rapid Flashing Beacons (RRFB) for Cedar Falls Way and street striping.

Bids were due by 11:00 a.m., Wednesday April 19th and six (6) bids were received. The bid results are attached and ranged from \$193,657 to \$382,462. The engineer's estimate was \$246,450.

The lowest bid came from Rainier Asphalt Sealing, LLC in the amount of \$193,657 including all applicable taxes. City staff have done the appropriate background checks on Rainier Asphalt Sealing, LLC and recommend award of this contract to Rainier Asphalt Sealing, LLC.

This project shall be funded through Capital Streets Project funds.

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

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their April 25, 2023 meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-051, a resolution accepting bids and awarding the construction contract for the Maloney Grove – Cedar Falls Way Intersection Improvement Capital Project to Rainier Asphalt Sealing, LLC.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
May 2, 2023		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE MALONEY GROVE – CEDAR FALLS WAY INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, City staff and the Transportation and Public Works Committee determined that the Maloney Grove – Cedar Falls Way Intersection Improvements project was the highest priority sidewalk gap project in 2021; and

WHEREAS, the City Council has allocated funds in the 2023 budget for this project; and

WHEREAS, work shall include, but is not limited to traffic control, new curb and gutter, new sidewalk, new ADA ramps, landscape strip, stormwater infrastructure, intersection lighting, undergrounding of utilities, crosswalks, Rectangular Rapid Flashing Beacons (RRFB) for Cedar Falls Way and street striping; and

WHEREAS, the project is funded by Streets Capital Project funds; and

WHEREAS, bid documents were advertised and posted on Builders Exchange of Washington as required and the City accepted bids up until Wednesday April 19, 2023 at 11:00 a.m.; and

WHEREAS, the City received bids from six (6) contractors with the lowest bid coming from Rainier Asphalt Sealing, LLC in the amount of \$193,657, including all applicable taxes;

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

Section 1. The construction bids for the Maloney Grove – Cedar Falls Way Intersection Improvements Project are accepted.

Section 2. The construction contract for the Maloney Grove – Cedar Falls Way Intersection Improvements Project is awarded to Rainier Asphalt Sealing, LLC, in the amount of \$193,657, including all applicable taxes, on a form to be approved by the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF
MAY, 2023.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

4									
Blue Mountain Construction Group LLC									
RW Scott Construction Co.									
1					2				
Rainier Asphalt Sealing LLC					3				
Fury Site Works Inc.					4				
Average of All Bids					Blue Mountain Construction Group LLC				
Engineer's Estimate					RW Scott Construction Co.				
SCHEDULE OF BID ITEMS					Blue Mountain Construction Group LLC				
Item No.	Quantity	Units	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price
1	Call C		\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Construction/Roadway Surveying	LS	\$3,000.00	\$ 3,000.00	\$ 7,385.22	\$ 6,200.00	\$ 6,200.00	\$ 6,305.59	\$ 6,305.59
3	Record Drawings (min. \$500)	LS	\$500.00	\$ 500.00	\$ 598.68	\$ 500.00	\$ 500.00	\$ 592.05	\$ 592.05
4	SPCC Plan	LS	\$500.00	\$ 500.00	\$ 420.34	\$ 500.00	\$ 500.00	\$ 296.02	\$ 296.02
5	Mobilization, Cleanup and Demobilization	LS	\$22,900.00	\$ 22,900.00	\$ 23,732.84	\$ 10,000.00	\$ 10,000.00	\$ 3,757.03	\$ 3,757.03
6	Project Temporary Traffic Control	LS	\$25,800.00	\$ 25,800.00	\$ 37,263.38	\$ 10,000.00	\$ 10,000.00	\$ 24,300.00	\$ 23,000.00
7	Cleaning and Grubbing	LS	\$5,000.00	\$ 12,654.38	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 62,000.00	\$ 54,388.00
8	Sawcutting	LF	\$5,000.00	\$ 2,175.00	\$ 6,422	\$ 2,792.70	\$ 2,792.70	\$ 6,724.27	\$ 6,300.00
9	Removal of Structures and Obstructions	LS	\$3,000.00	\$ 9,020.07	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000	\$ 2,175.00
10	Regrade Ditch	LS	\$4,000.00	\$ 4,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 4,400.00	\$ 15,301.00
11	Crushed Surfacing Top Course	TON	\$50.00	\$ 1,250.00	\$ 100.49	\$ 2,512.13	\$ 100.49	\$ 46.00	\$ 1,150.00
12	HMA Gl. 1/2 in PG 64-22	TON	\$350.00	\$ 19,250.00	\$ 283.24	\$ 15,578.02	\$ 283.24	\$ 266.42	\$ 90.00
13	Install 12" Corrugated Polyethylene Storm Sewer Pipe	LF	\$100.00	\$ 2,000.00	\$ 101.02	\$ 100.00	\$ 100.00	\$ 235.00	\$ 2,173.00
14	Adjust/Inlet to Grade	EA	\$1,000.00	\$ 1,000.00	\$ 1,746.23	\$ 500.00	\$ 500.00	\$ 831.4	\$ 1,662.80
15	Catch Basin Type 1 w/ 12" CMP	EA	\$2,000.00	\$ 6,000.00	\$ 1,752.38	\$ 5,004.76	\$ 5,000.00	\$ 3,015.38	\$ 1,161.38
16	Install Solid Storm Drain Cover	EA	\$500.00	\$ 500.00	\$ 1,674.60	\$ 350.00	\$ 350.00	\$ 1,516.61	\$ 61,035.56
17	Property Restoration	LS	\$5,000.00	\$ 5,000.00	\$ 5,751.45	\$ 3,500.00	\$ 3,500.00	\$ 16,083.57	\$ 4,400.00
18	Relocate Water Tower	LS	\$5,000.00	\$ 5,000.00	\$ 10,445.06	\$ 4,000.00	\$ 4,000.00	\$ 620.00	\$ 7,688.00
19	Remove & Replace Yard Hydrant	LS	\$500.00	\$ 500.00	\$ 4,040.80	\$ 4,040.80	\$ 300.00	\$ 1,133.7	\$ 786.00
20	Joint Utility Trench System, Complete	LF	\$60.00	\$ 20,000.00	\$ 20,000.00	\$ 19,319.43	\$ 25,00.00	\$ 569.9	\$ 60.00
21	Joint Utility Trench System, Complete	EA	\$25.00	\$ 250.00	\$ 25.87	\$ 259.73	\$ 33.00	\$ 11,84.40	\$ 30.00
22	Permanent Signaling	SY	\$100.00	\$ 8,000.00	\$ 118.68	\$ 9,486.40	\$ 85.00	\$ 8,000.00	\$ 94.00
23	Cement Conc. Curb Ramp Type Perpendicular	EA	\$4,000.00	\$ 8,000.00	\$ 3,368.53	\$ 6,737.06	\$ 4,800.00	\$ 9,600.00	\$ 2,353.00
24	Cement Conc. Curb Ramp Type Directional	EA	\$3,000.00	\$ 9,000.00	\$ 3,477.86	\$ 10,432.98	\$ 6,500.00	\$ 19,500.00	\$ 2,353.00
25	Bi-Directional Solar RFFB System, Complete	LS	\$30,000.00	\$ 30,000.00	\$ 34,496.55	\$ 25,000.00	\$ 25,000.00	\$ 30,950.50	\$ 38,000.00
26	Joint Utility Trench System, Complete	LS	\$27,900.00	\$ 27,900.00	\$ 23,172.29	\$ 12,000.00	\$ 12,000.00	\$ 23,884.74	\$ 20,900.00
27	Permanent Signaling	LS	\$10,600.00	\$ 10,600.00	\$ 6,212.56	\$ 6,500.00	\$ 6,500.00	\$ 11,675.54	\$ 4,400.00
28	Paint Line	LS	\$500	\$ 4,975.00	\$ 4,245.33	\$ 4,00	\$ 3,980.00	\$ 1,345.25	\$ 4,00
29	Crosswalk Marking	LS	\$10,000	\$ 1,630.00	\$ 4,60	\$ 652.00	\$ 4,00	\$ 358.50	\$ 4,00
30	Plastic Crosswalk Line	SF	\$12,000	\$ 2,520.00	\$ 14,69	\$ 3,085.60	\$ 20,00	\$ 750	\$ 19,00
31	Plastic Stop Line	LF	\$20,000	\$ 1,000.00	\$ 1,593	\$ 796.42	\$ 20,00	\$ 1,100	\$ 19,00
32	Renovating Pavement Marking	LS	\$5,000.00	\$ 5,000.00	\$ 7,671.54	\$ 3,500.00	\$ 3,500.00	\$ 2,960.23	\$ 4,360.00
33	Wood Fence	LF	\$50.00	\$ 4,500.00	\$ 90.06	\$ 3,600.00	\$ 40.00	\$ 47.36	\$ 14,190.00
90	Bill Schedule total	\$	248,450.00	\$	288,747.16	\$	193,657.00	\$	224,330.13
									\$ 287,643.35
									\$ 289,380.00

Contract amount was calculated at \$14,400
Bill schedule total was \$193,657 with error above

NW Cascade Inc.		Northwind Sewer Services LLC		8		9		10	
Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount
\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ 6,400.00	\$ 6,400.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
\$ 225.00	\$ 225.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
\$ 3,640.00	\$ 35,640.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
\$ 35,100.00	\$ 39,100.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00
\$ 23,400.00	\$ 23,400.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ 5,00	\$ 2,175.00	\$ 15,00	\$ 6,525.00	\$ 6,525.00	\$ 6,525.00	\$ 6,525.00	\$ 6,525.00	\$ 6,525.00	\$ 6,525.00
\$ 18,250.00	\$ 18,250.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ 1100.00	\$ 1,100.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
\$ 116.00	\$ 2,900.00	\$ 150.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00
\$ 475.00	\$ 26,125.00	\$ 35,000.00	\$ 39,250.00	\$ 39,250.00	\$ 39,250.00	\$ 39,250.00	\$ 39,250.00	\$ 39,250.00	\$ 39,250.00
\$ 134.00	\$ 2,680.00	\$ 150.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
\$ 450.00	\$ 450.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
\$ 1,755.00	\$ 3,510.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
\$ 685.00	\$ 685.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
\$ 5,500.00	\$ 5,500.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
\$ 2,800.00	\$ 2,800.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
\$ 1,025.00	\$ 1,025.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
\$ 67.00	\$ 23,115.00	\$ 60,00	\$ 20,700.00	\$ 20,700.00	\$ 20,700.00	\$ 20,700.00	\$ 20,700.00	\$ 20,700.00	\$ 20,700.00
\$ 40.00	\$ 40.00	\$ 10,00	\$ 100,00	\$ 100,00	\$ 100,00	\$ 100,00	\$ 100,00	\$ 100,00	\$ 100,00
\$ 100.00	\$ 8,000.00	\$ 225.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00
\$ 3,170.00	\$ 6,340.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
\$ 2,800.00	\$ 8,400.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
\$ 4,700.00	\$ 42,700.00	\$ 40,707.50	\$ 40,707.50	\$ 40,707.50	\$ 40,707.50	\$ 40,707.50	\$ 40,707.50	\$ 40,707.50	\$ 40,707.50
\$ 33,500.00	\$ 33,500.00	\$ 31,250.00	\$ 31,250.00	\$ 31,250.00	\$ 31,250.00	\$ 31,250.00	\$ 31,250.00	\$ 31,250.00	\$ 31,250.00
\$ 4,700.00	\$ 4,700.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ 5.00	\$ 4,915.00	\$ 10,00	\$ 9,950.00	\$ 9,950.00	\$ 9,950.00	\$ 9,950.00	\$ 9,950.00	\$ 9,950.00	\$ 9,950.00
\$ 5.00	\$ 815.00	\$ 10,00	\$ 1,630.00	\$ 1,630.00	\$ 1,630.00	\$ 1,630.00	\$ 1,630.00	\$ 1,630.00	\$ 1,630.00
\$ 24.00	\$ 5,040.00	\$ 10,00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00
\$ 18,000.00	\$ 18,000.00	\$ 10,00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
\$ 15.00	\$ 10,000.00	\$ 2,500.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
\$ 345,000.00	\$ 345,000.00	\$ 100,00	\$ 32,462.50	\$ 32,462.50	\$ 32,462.50	\$ 32,462.50	\$ 32,462.50	\$ 32,462.50	\$ 32,462.50



City Council Agenda Bill

SUBJECT:	Agenda Date: May 2, 2023	AB23-052
Resolution Accepting Bids and Awarding Construction Contract for the Public Works Covered Equipment Facility Project to Permabilt	Department/Committee/Individual	
Cost Impact: NTE \$345,307 plus sales tax	Mayor Rob McFarland	
Fund Source: Capital Storm Drainage (\$95,307 plus sales tax) and Council approved project capital budget (\$250,000)	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments: Resolution, Permabilt Quote, Building Diagram, Building Location Drawing		

SUMMARY STATEMENT:

The City of North Bend desires to better protect the vehicles in its fleet from the elements to extend the useful lifespans of the vehicles and to improve reliability of the fleet.

In 2022, City staff began looking into the size of the facility necessary to house our vac-truck, street sweeper, 2 backhoes and 3 dump trucks (with plows attached). A building diagram of the desired facility is attached which includes seven bays. Six of the bays measure 20' x 30' and one bay measures 20' x 45' for the vac truck. Also attached is a building location drawing showing the approximate building footprint on an aerial on the east end of the Public Works yard.

Staff does not have a preference for either a steel frame building or post frame building as both will provide a long life span and both have their pros and cons. Staff reached out to five companies that specialize in this type of construction work and received quotes from three. In order to compare apples to apples, staff provided the same building requirements to each company and asked that they provide a quote for the product they can provide that best matches these requirements. These requirements included the building dimensions discussed above, certain building code requirements dealing with snow load, wind exposure, etc. and accessory items such as gutters and downspouts, size of bay door framed openings, man door openings, etc. As this is a Public Works project we requested quotes to include the required prevailing wage.

The quotes we received are described below:

The first quote was from HCI Steel Buildings, LLC. Their quote was for \$154,895.45 plus sales tax, but that did not include labor to erect the building or the concrete pad. After speaking with a few contractors that HCI provided to erect the building they gave us a quote of \$20 / square feet (SF) for this 4,500 SF building which comes out to \$90,000 in labor to erect the building. Speaking with a few other contractors about the concrete pad, they gave us a price of \$225 / square yard (SY) which includes design, forming, wire mesh, pump truck, etc. for this 4,500 SF (500 SY) building which equals \$112,500. **Total price would be \$357,395.45 plus sales tax.**

The second quote was from CHG Building Systems, Inc. Their quote was for \$246,000 plus sales tax, but that does not include the concrete pad. Using the same cost as from above of \$225/SY which includes design, forming, wire mesh, pump truck, etc. for this 4,500 SF (500 SY) building the concrete pad cost equals \$112,500. **Total price would be \$358,500 plus sales tax.**

City Council Agenda Bill

The third and lowest quote was from Permabilt. Their quote was for \$345,307 plus sales tax and that includes labor to erect the building and the concrete pad. Permabilt provides post frame buildings and their quote is attached. Using Permabilt would also save on administrative time and cost in dealing with just one contractor as they do everything in-house. **Total price would be \$345,307 plus sales tax.**

None of these contractors do the site work preparation, so we will have our Public Works crew sawcut and remove the necessary asphalt for the building footprint to place the concrete pad.

Power will be brought to the building at a later time from a transformer located in our Public Works yard.

The City Council approved a budget of \$250,000 in the 2023 budget for this project and staff is recommending the remaining cost of \$95,307 plus sales tax be covered by capital storm funds which has a healthy budget of approximately \$1.7 million. All of the fleet equipment using this facility assist in stormwater related maintenance and operation tasks so this cost is justified.

To put this building cost in perspective, the City spent \$150,000 on the Train Depot Roof Replacement Project in 2022 and the 3 quotes we received are very comparable. Prices have risen sharply and this project is no exception.

City staff recommend moving forward with Permabilt for construction of the equipment shelter facility.

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

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their April 25, 2023 meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-052, a resolution accepting bids and awarding the construction contract for the Public Works Covered Equipment Facility Project to Permabilt.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 2, 2023		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE PUBLIC WORKS COVERED EQUIPMENT FACILITY PROJECT

WHEREAS, the City desires to better protect the vehicles in its fleet from the elements to extend the useful lifespan of the vehicles and to improve reliability of the fleet; and

WHEREAS, City staff looked into the dimensions, location, and building requirements necessary to house the larger vehicles and equipment in its fleet; and

WHEREAS, City staff reached out to 5 companies that specialize in this type of work to get quotes using the City provided building requirements; and

WHEREAS, the City received quotes from three (3) contractors with the lowest bid coming from Permabilt in the amount of \$345,307.00, plus all applicable taxes; and

WHEREAS, the project is funded by Storm Capital Project funds and Project funds approved by Council for the 2023 budget;

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

Section 1. The construction bids for the Public Works Covered Equipment Facility Project are accepted.

Section 2. The construction contract for the Public Works Covered Equipment Facility Project is awarded to Permabilt, in the amount of \$345,307.00, plus all applicable taxes, on a form to be approved by the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF
MAY, 2023.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

BUILDING PROPOSAL

NAME: City of North Bend

CUSTOMER NUMBER: 101119

DATE: March 27, 2023

ADDRESS: 920 SE Cedar Falls Way, North Bend, WA 98045

PROPOSED BUILDING DIMENSIONS: 45' x 20' x 17'6" & 30' x120' x 16'6"

STANDARD BUILDING INCLUDES:

1. 29 Gauge 80,000 PSI Painted Steel Roofing & Siding with 25-Year Warranty.
2. All Steel Fastened w/ Self Sealing Wood Grip Screws #10 in Sidewall and #14 in Roof
3. 2" Metal Building Insulation in roof
4. 4/12 Pitch Roof
5. Engineered for 85MPH Wind, Exposure B and 33# Ground Snow Load
6. Building to be Constructed on Customer's Flat, Level, Accessible Building Site

BUILDING ACCESSORIES:

- (6) 15' x 14' framed openings
- (1) 15' x 15' framed opening
- (2) 3068 man door with concrete pad
- (4) 10' continuous flow ridge vents
- 45'x20' & 30'x120' 4" concrete with fibermesh and zip strip crack control
-

EXCLUSIONS:

1. Any and all site work
2. Any and all permit service or fees

SPECIAL NOTES:

1. Includes all material, labor, filing & paperwork required for construction of prevailing wage jobs. Does not include Bonding.
2. Price predicated on this being a non-occupied accessory structure.
3. The pricing is for budgeting purposes only.

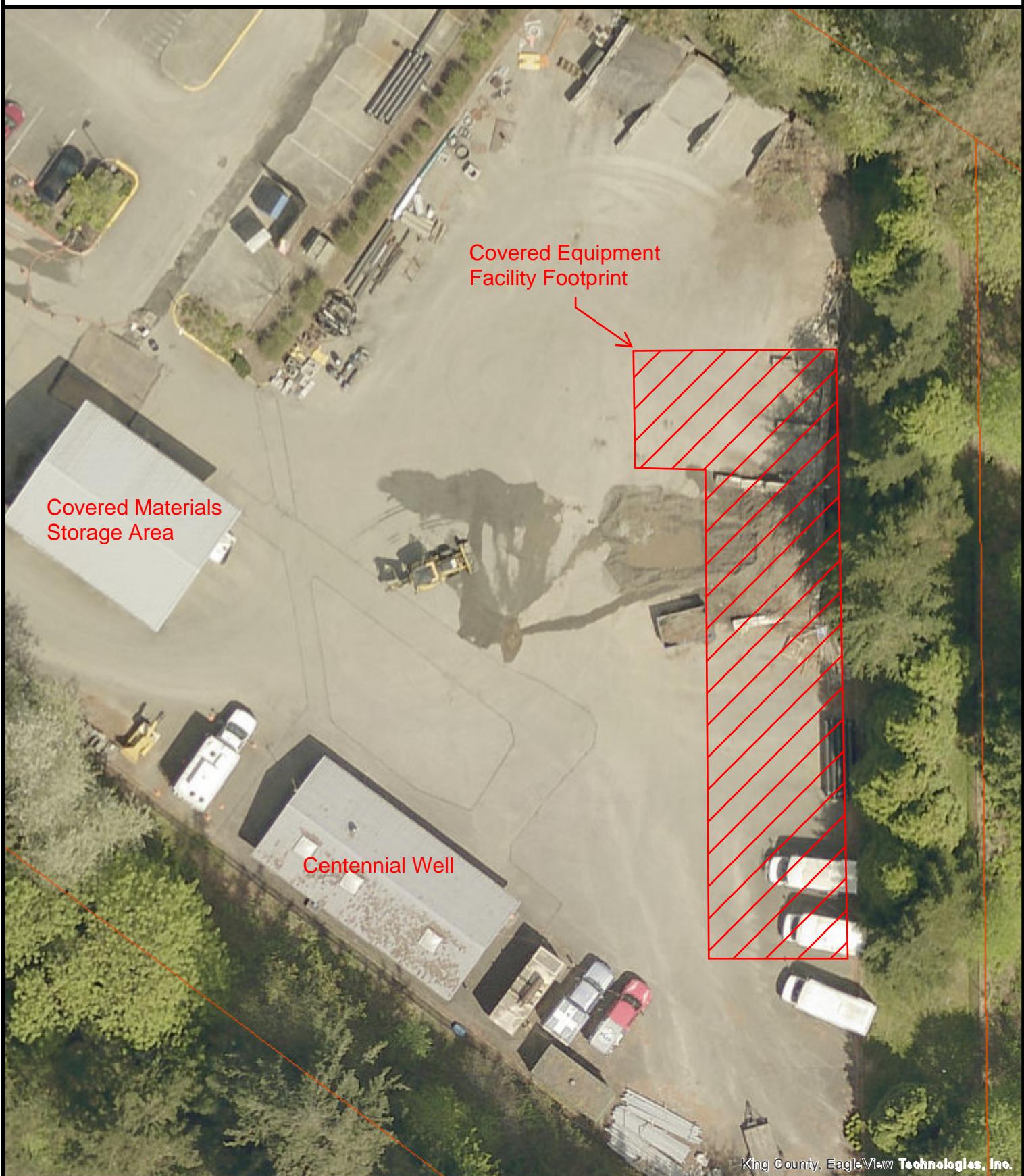
QUOTED PRICE: \$345,307 Plus Sales Tax

Pricing is for budgeting purposes only.

If you have any questions, please contact our Administrative Office at 1-800-824-9552. We look forward to building your building.

We employ our own drug-free building crews, we have an A+ rating from the Better Business Bureau and are a member of the Master Builders Association of King and Snohomish Counties since 1978!

Covered Equipment Facility



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 4/19/2023

Notes:



King County

17

Town & Country, A Division Of
PERMABILT[®]
 POST FRAME BUILDINGS
 Building Proud™

Council Packet May 2, 2023

16521 Hwy 99, Suite C • Lynnwood, WA 98037-3199
 Lynnwood: (425) 743-1555 • Puyallup: (253) 840-9552
 FAX: (425) 742-4378 • 800-824-9552
 Contractor's Lic. #: TOWNCPP099LT
 permabilt.com • facebook.com/permabilt

NAME CITY OF NORTH BEND JOB # 101119
 SHEET NO. OF LEAD #
 CALCULATED BY DATE 3/27/23

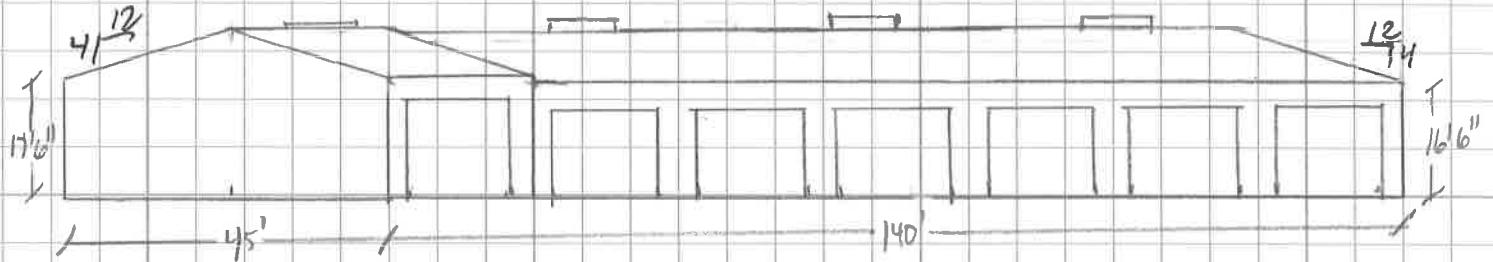
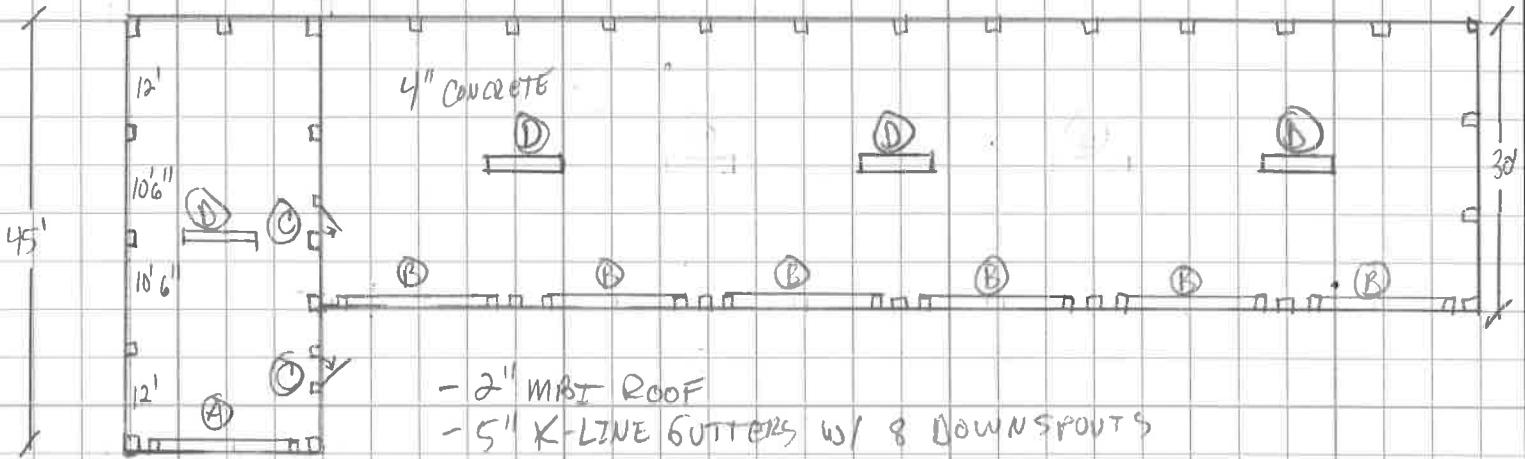
(A) 15'x15' FRAMED OPENING W/ 6' LVL AWM
 (B) 15'x14' FRAMED OPENING W/ 6' LVL AWM
 (C) 3'x6'8" MAN DOOR

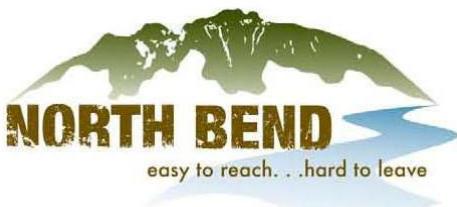
* CONCRETE BACKFILL ALL POSTS

* 29 5A ROOFING + SIDING

(D) 10' RV

(10' BAYS)





City Council Agenda Bill

SUBJECT:	Agenda Date: May 2, 2023	AB23-053
Resolution Accepting Bids and Awarding Construction Contract for the 2023 Annual Sidewalk Repair Project to Dallum Build Company, LLC	Department/Committee/Individual	
Cost Impact: \$162,834.75 NTE	Mayor Rob McFarland	
Fund Source: Capital Streets Project	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments: Resolution, Bid Results		
SUMMARY STATEMENT:		
In order to create a more pedestrian friendly and safer streetscape, the City Council has approved funding for a citywide sidewalk repair program and budgeted \$200,000 per year for 2021, 2022, 2023 and 2024. Positive strides were made in 2021 and 2022 as the City made many improvements.		
In early 2023, City staff evaluated sidewalks citywide and determined that remaining sidewalk hazards in the Forster Woods and New Si View neighborhoods are the highest priority to repair due to the severity of the sidewalk conditions. Approximately 25 separate areas were identified and are included in the bid documents that were released to the appropriate Small Works Roster for bids.		
The sidewalk repair project includes, but is not limited to, traffic control, removal of street trees (as appropriate) adjacent to repair areas, stump grinding, replacement of ADA ramps and replacement of sidewalk panels. Replacement street trees will not be planted due to the narrowness of the landscape strips. As discussed with the New Si View HOA Board President in early 2023, all street trees will be preserved except for three, of which one is dead and two are heavily damaged from windstorms during the prior winter. City staff walked through the New Si View neighborhood with an arborist and the arborist was confident that minimal root disruption / removal to these mature trees should not cause future harm to existing street trees. Where the improvements are occurring in New Si View along Mt. View Blvd., the sidewalks will be reduced from 8-foot wide to 5-foot wide in order to decrease the likelihood of tree root causing damage and to minimize future damage to the sidewalks. Tree root barriers will be installed as appropriate.		
Bids were due by 2:00 p.m., Wednesday April 19 th and eleven (11) bids were received. The bid results are attached and ranged from \$162,834 to \$415,625. The engineer's estimate was \$250,231.		
The lowest bid was provided by Dallum Build Company, LLC in the amount of \$162,834.75 including all applicable taxes. City staff have done the appropriate background checks on Dallum Build Company, LLC and recommend award of this contract to Dallum Build Company, LLC.		
This project shall be funded through Capital Streets Project funds and has been budgeted for it.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their April 25, 2023 meeting and recommended approval and placement on the Consent Agenda.		

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB23-053, a resolution accepting bids and awarding the construction contract for the 2023 Annual Sidewalk Repair Project to Dallum Build Company, LLC.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 2, 2023		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE 2023 ANNUAL SIDEWALK REPAIR PROJECT

WHEREAS, City staff determined that work for the 2023 Annual Sidewalk Repair Project would occur in the Forster Woods and New Si View neighborhoods as the sidewalk issues in these areas are most severe; and

WHEREAS, work shall include, but is not limited to traffic control, removal of street trees adjacent to repair areas, stump grinding, replacement of ADA ramps and replacement of sidewalk panels damaged by tree roots; and

WHEREAS, the project is funded by Streets Capital Project funds; and

WHEREAS, bid documents were sent to the appropriate small works roster and the City accepted bids up until Wednesday April 19, 2023 at 2:00 p.m.; and

WHEREAS, the City received bids from eleven (11) contractors with the lowest bid coming from Dallum Build Company, LLC in the amount of \$162,834.75, including all applicable taxes;

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

Section 1. The construction bids for the 2023 Annual Sidewalk Repair Project are accepted.

Section 2. The construction contract for the 2023 Annual Sidewalk Repair Project is awarded to Dallum Build Company, LLC, in the amount of \$162,834.75, including all applicable taxes, on a form to be approved by the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF
MAY, 2023.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

2023 Annual Sidewalk Repair Project		
Bid Results		
	Contractor	Bid Amount
1	Dallum Build Company, LLC	\$162,834.75
2	MOECO, LLC	\$166,516.75
3	Asphalt Patch Systems, Inc.	\$184,474.00
4	Iron Creek Construction, LLC	\$188,460.00
5	Double 4 Construction, LLC	\$197,270.05
6	Sebastian GC Inc.	\$198,966.00
7	RW Scott Construction Co.	\$233,506.25
8	Talakai Construction, LLC	\$240,345.00
	Engineer's Estimate	\$250,231.00
9	Glacier Works, LLC	\$297,288.02
10	Flagstone Construction, LLC	\$299,112.59
11	Nordvind Sewer Services, LLC	\$415,625.00



City Council Agenda Bill

SUBJECT:	Agenda Date: May 2, 2023	AB23-054
Resolution Accepting Federal Highway Administration (FHWA) Funds for Preliminary Engineering of the SR 202 Shared Use Path and Pedestrian Bridge Capital Project	Department/Committee/Individual	
Cost Impact: \$72,978 (local match)	Mayor Rob McFarland	
Fund Source: TIF	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Resolution

SUMMARY STATEMENT:

In 2022, North Bend staff applied for and was awarded \$467,597 in Federal Highway Administration (FHWA) Surface Transportation Block Grant (STGB) funds for preliminary engineering of the State Route 202 Shared Use Trail and Pedestrian Bridge Capital Project. The City has a match requirement of \$72,978. The preliminary engineering budget is \$540,575. The match will be covered using Transportation Impact Fees (TIF), but City staff are currently looking into several other potential outside funding sources for this local match as well.

This project includes a shared use path and pedestrian trail bridge over the South Fork Snoqualmie River including frontage improvements along the Wastewater Treatment Plant property on the north side of SR-202. This project is intended to include a shared use trail, improved illumination for bicyclists and pedestrians, new landscaping, full ADA compliance, stormwater infrastructure improvements, pavement markings, and other work as required to complete the project.

The City has this project listed in its 2023-2028 6-Year Transportation Improvement Plan (TIP), which was adopted by the City Council at the June 21, 2022 City Council meeting

The attached resolution accepts the preliminary engineering grant and authorizes the Mayor to execute the Local Agency Agreement, Project Prospectus, and all other documents necessary to obligate funds for this project.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the April 25th, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-054, a resolution accepting Federal Highway Administration (FHWA) funds for Preliminary Engineering of the SR 202 Shared Use Trail and Pedestrian Bridge Capital Project.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
May 2, 2023		

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, ACCEPTING FEDERAL HIGHWAY
ADMINISTRATION (FHWA) FUNDS IN THE AMOUNT OF
\$467,597 AND AUTHORIZING A LOCAL MATCH OF
\$72,978 FOR PRELIMINARY ENGINEERING OF THE SR-
202 SHARED USE TRAIL AND PEDESTRIAN BRIDGE
CAPITAL PROJECT**

WHEREAS, in 2022 the City of North Bend applied for and was awarded \$467,597 in Federal Highway Administration (FHWA) funds for preliminary engineering of the SR 202 Shared Use Trail and Pedestrian Bridge Capital Project; and

WHEREAS, the grant requires a match of \$72,978 in local funds, which will be funded with Transportation Impact Fees, for a total preliminary engineering budget of \$540,575; and

WHEREAS, this project includes a shared use path and pedestrian trail bridge over the South Fork Snoqualmie River, including frontage improvements along the Wastewater Treatment Plant property on the north side of SR-202. This project is intended to include a shared use trail, improved illumination for bicyclists and pedestrians, new landscaping, full Americans with Disability Act (ADA) compliance, stormwater infrastructure improvements, pavement markings, and other work as required to complete the project; and

WHEREAS, the Project is listed in the City's 2023-2028 Six-Year Transportation Improvement Plan which was adopted by the City Council on June 21, 2022;

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

Section 1. The City Council accepts the Federal Highway Administration (FHWA) funds of \$467,597 and authorizes a local match of \$72,978 to be funded with City Transportation Impact Fees, for preliminary engineering of the SR-202 Shared Use Path and Pedestrian Bridge Capital Project.

Section 2. The Mayor is authorized to enter into the Local Agency Agreement and Project Prospectus, in a form and content approved by the City Attorney, and any other agreements necessary to proceed with obligation of the grant funds set forth in Section 1 of this Resolution.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF
MAY, 2023.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: May 2, 2023	AB23-055
Resolution Accepting Federal Highway Administration (FHWA) Funds for Preliminary Engineering of the North Bend Way / Mt Si Road Roundabout Capital Project	Department/Committee/Individual	
Cost Impact: \$55,960 (local match)	Mayor Rob McFarland	
Fund Source: TIF	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments: Resolution		
SUMMARY STATEMENT:		
In 2022 North Bend City staff applied for and was awarded \$358,560 in Federal Highway Administration (FHWA) Surface Transportation Block Grant (STBG) funds for preliminary engineering of the North Bend Way / Mt Si Road Roundabout Capital Project. The City has a match requirement of \$55,960. The preliminary engineering budget is \$414,520. The match will be covered using Transportation Impact Fees (TIF), but City staff are currently looking into several other potential outside funding sources to partly or fully cover this required local match dollar amount.		
This project's purpose is to design and construct a roundabout at the intersection of North Bend Way and Mt Si Road, new bike lanes, strategic pedestrian crossings, improved roadway illumination, new landscaping, full ADA compliance, stormwater infrastructure improvements, pavement markings, and other work as required to complete the project.		
The City has the North Bend Way / Mt Si Road Roundabout Capital Transportation Project listed in its 2023-2028 6-Year Transportation Improvement Plan (TIP), which was adopted by the City Council at the June 21, 2022 City Council meeting.		
The attached resolution accepts the preliminary engineering grant and authorizes the Mayor to execute the Local Agency Agreement, Project Prospectus, and all other documents necessary to obligate funds for this project.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the April 25, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB23-055, a resolution accepting Federal Highway Administration (FHWA) Funds for Preliminary Engineering of the North Bend Way and Mt Si Road Roundabout Capital Project.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 2, 2023		

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, ACCEPTING FEDERAL HIGHWAY
ADMINISTRATION (FHWA) FUNDS IN THE AMOUNT OF
\$358,560 AND AUTHORIZING A LOCAL MATCH OF
\$55,960 FOR PRELIMINARY ENGINEERING OF THE
NORTH BEND WAY / MT SI ROAD ROUNDABOUT
CAPITAL PROJECT**

WHEREAS, in 2022 the City of North Bend applied for and was awarded \$358,560 in Federal Highway Administration (FHWA) funds for preliminary engineering of the North Bend Way / Mt Si Road Roundabout Capital Project (“Project”); and

WHEREAS, the grant requires a local match of \$55,960, which will be funded with Transportation Impact Fees, for a total preliminary engineering budget of \$414,520; and

WHEREAS, the Project includes construction of a roundabout at the intersection of North Bend Way and Mt Si Road; bike lanes; pedestrian crossings; improved roadway illumination; new landscaping; complete Americans with Disability Act (ADA) compliance; stormwater infrastructure improvements; pavement markings; and other work as required to complete the project; and

WHEREAS the Project is listed in the City’s 2023-2028 Six-Year Transportation Improvement Plan which was adopted by the City Council on June 21, 2022;

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

Section 1. The City Council accepts the Federal Highway Administration (FHWA) funds of \$358,560 and authorizes a local match of \$55,960 to be funded with City Transportation Impact Fees, for preliminary engineering of the North Bend Way/Mt Si Road Roundabout Capital Project.

Section 2. The Mayor is authorized to enter into the Local Agency Agreement and Project Prospectus, in a form and content approved by the City Attorney, and any other agreements necessary to proceed with obligation of the grant funds set forth in Section 1 of this Resolution.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF
MAY, 2023.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: May 2, 2023	AB23-056
Resolution Accepting Infrastructure Improvements from Mainvue WA, LLC for the Kanim Grove 12-Lot Subdivision	Department/Committee/Individual	
Cost Impact: N/A	Mayor Rob McFarland	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos	X
Attachments: Resolution, Exhibit A – Cost Breakdown, Exhibit B – Bill of Sale, Vicinity Map		

SUMMARY STATEMENT:

Mainvue WA, LLC (“Mainvue” or “Developer”), has completed construction of the 12-lot Kanim Grove Subdivision (“Project”). Key Project completion key dates are as follows:

- Land Use Application, April 13, 2018
- Project Preliminary Plat Approval, June 5, 2019
- Developer Extension Agreement Authorization, September 1, 2020
- Engineering Plan Approval, September 9, 2020
- Final Plat Approval, September 8, 2021

The Developer has completed all infrastructure and utility punch-list items and as-builts and has provided a GIS disk to the City as required by the North Bend Municipal Code. The Developer has provided a Bill of Sale for water distribution, wastewater collection, and storm drainage system improvements, and for curb and street paving improvements (collectively “Infrastructure Improvements”) (Exhibit B).

This Agenda Bill’s purpose is to authorize transfer of ownership of Developer-constructed Infrastructure Improvements to the City through passage of a resolution.

APPLICABLE BRAND GUIDELINES: Design Standards

COMMITTEE REVIEW AND RECOMMENDATION: This item was brought up during the Transportation and Public Works Committee meeting on April 25, 2023, and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: MOTION to approve AB23-056, a resolution accepting ownership of the Infrastructure Improvements constructed as part of the 12-lot Kanim Grove Subdivision Project.

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
May 2, 2023		

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, ACCEPTING OWNERSHIP FROM
MAINVUE WA, LLC OF THE WATER, SEWER,
STORMWATER, AND STREET IMPROVEMENTS
CONSTRUCTED AS PART OF THE KANIM GROVE
PROJECT**

WHEREAS, on April 13, 2018, Mainvue WA, LLC (“Mainvue”) filed a Land Use Application with the City for construction of a 12-lot subdivision known as Kanim Grove (“Project”), which includes construction of water distribution, wastewater collection, and storm drainage system improvements, and curb and street paving improvements (collectively “Infrastructure Improvements”); and

WHEREAS, Mainvue has completed construction of the Infrastructure Improvements and all remaining utility punch-list items and as-builts and has provided a GIS disk to the City as required by the North Bend Municipal Code. The developer has provided a Bill of Sale for the Infrastructure Improvements; and

WHEREAS, Mainvue desires to transfer to the City, and the City desires to accept, ownership of the Infrastructure Improvements for the Kanim Grove Subdivision by means of a Bill of Sale;

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

Section 1. The City accepts ownership from Mainvue WA, LLC of the infrastructure improvements identified in the construction cost schedule attached hereto as Exhibit A for the Kanim Grove Subdivision Project.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF
MAY, 2023.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

EXHIBIT A

Kanim Grove - Plat Bill of Sale
12/7/2022

Item	Description	Quantity	Unit	Unit Price	Amount
SANITARY SEWER - ONSITE	48" SADDLE MANHOLE CONNECT TO EXISTING CONNECT EXISTING LINE WITH MANHOLE	1	EA	\$7,881.89	\$7,881.89
SANITARY SEWER - ONSITE	8" PVC SEWER	1	EA	\$3,365.32	\$3,365.32
SANITARY SEWER - ONSITE	8" PVC CLEANOUTS	394	LF	\$38.21	\$15,054.74
SANITARY SEWER - ONSITE	48" TYPE 1 SEWER MANHOLE (NO GU LINERS)	1	EA	\$576.91	\$576.91
SANITARY SEWER - ONSITE	EXPORT UNSUITABLE FROM ROW TO ONSITE	6	EA	\$3,547.20	\$21,283.20
SANITARY SEWER - ONSITE	5/8" CRUSHED ROCK BACKFILL IN ROW	16	TCY	\$9.37	\$149.92
SANITARY SEWER - ONSITE	4" ASPHALT PATCHING TEMPORARY	24	TONS	\$25.78	\$618.72
SANITARY SEWER - ONSITE	4" ASPHALT PATCHING PERMANENT	5	TON	\$248.00	\$1,240.00
SANITARY SEWER - ONSITE	RAISE CASTINGS AT B GRADE	5	TON	\$288.41	\$1,442.05
SANITARY SEWER - ONSITE	RAISE CASTINGS FINAL GRADE	7	EA	\$298.95	\$2,092.65
SANITARY SEWER - ONSITE	SUBTOTAL	7	EA	\$312.18	\$2,185.26
				\$55,890.66	
Item	Description	Quantity	Unit	Unit Price	Amount
STORM SYSTEM - ONSITE	12" PVC STORM PIPE	344.00	LF	\$14,265.68	
STORM SYSTEM - ONSITE	48" TYPE 2 CATCH BASIN	1.00	EA	\$2,870.45	\$2,870.45
STORM SYSTEM - ONSITE	SUBTOTAL	1.00	EA	\$1,346.36	\$1,346.36
				\$18,482.49	
Item	Description	Quantity	Unit	Unit Price	Amount
STORM SYSTEM - OFFSITE	12" PVC STORM PIPE	9.00	LF	\$41.47	\$373.23
STORM SYSTEM - OFFSITE	TYPE 1 CATCH BASIN	1.00	EA	\$1,346.36	\$1,346.36
STORM SYSTEM - OFFSITE	SUBTOTAL				\$1,719.59

EXHIBIT A

Kanim Grove - Plat Bill of Sale
12/7/2022

Item	Description	Quantity	Unit	Unit Price	Amount
WATER SYSTEM - ONSITE	CONNECT TO EXISTING WATERLINE - WET TAP	1.00	EA	\$9,630.57	\$9,630.57
WATER SYSTEM - ONSITE	CONNECT TO EXISTING WATERLINE	1.00	EA	\$2,304.25	\$2,304.25
WATER SYSTEM - ONSITE	8" CLASS 52 DUCTILE IRON MAINLINE	415.00	LF	\$51.08	\$21,198.20
WATER SYSTEM - ONSITE	ADDITIONAL COST PER LF FOR RI PIPE	118.00	LF	\$12.98	\$1,531.64
WATER SYSTEM - ONSITE	1" POLY SPAGHETTI LINES	317.00	LF	\$12.71	\$4,029.07
WATER SYSTEM - ONSITE	8" GATE VALVES	1.00	EA	\$1,900.87	\$1,900.87
WATER SYSTEM - ONSITE	FIRE HYDRANT ASSY	1.00	EA	\$6,053.40	\$6,053.40
WATER SYSTEM - ONSITE	3/4" DOMESTIC SERVICES	12.00	EA	\$1,847.47	\$22,169.64
WATER SYSTEM - ONSITE	5/8" CRUSHED BACKFILL IN ROW	15.00	TONS	\$36.02	\$540.30
WATER SYSTEM - ONSITE	FITTINGS AND THRUST BLOCKS	1.00	LS	\$1,962.97	\$1,962.97
WATER SYSTEM - ONSITE	EXPORT UNSUITABLE FROM ROW TO ONSITE	10.00	TCY	\$11.21	\$112.10
WATER SYSTEM - ONSITE	4" ASPHALT PATCHING TEMPORARY	2.00	TON	\$261.25	\$522.50
WATER SYSTEM - ONSITE	4" ASPHALT PATCHING PERMANENT	2.00	TON	\$283.30	\$566.60
WATER SYSTEM - ONSITE	RAISE CASTINGS ATB GRADE	2.00	EA	\$298.95	\$597.90
WATER SYSTEM - ONSITE	RAISE CASTINGS TO FINAL GRADE	2.00	EA	\$312.19	\$624.38
SUBTOTAL					\$73,744.39
Item	Description	Quantity	Unit	Unit Price	Amount
ROADWAY AND CONCRETE - OFFSITE	18" VERTICAL CURB AND GUTTER	377.00	LF	\$18.97	\$7,151.69
ROADWAY AND CONCRETE - OFFSITE	STREET LIGHTS	1.00	EA	\$6,374.67	\$6,374.67
ROADWAY AND CONCRETE - OFFSITE	ADA CURB RAMP WITH T-DOME	2.00	EA	\$2,214.80	\$4,429.60
ROADWAY AND CONCRETE - OFFSITE	4" - ATB PAVING - ONSITE	120.00	SY	\$26.04	\$3,124.80
ROADWAY AND CONCRETE - OFFSITE	3" - 1/2" HMA PAVING - ONSITE	146.00	SY	\$22.02	\$32,149.20
ROADWAY AND CONCRETE - OFFSITE	3" - 1/2" HMA PAVING - OFFSITE	359.00	SY	\$10,910.01	\$10,910.01
ROADWAY AND CONCRETE - OFFSITE	2" GRIND AND OVERLAY PAVING - OFFSITE	789.00	SY	\$21,926.31	\$21,926.31
SUBTOTAL					\$114,189.48

Kanim Grove - Plat Bill of Sale
12/7/2022

EXHIBIT A

Item	Description	Quantity	Unit	Unit Price	Amount
ROADWAY AND CONCRETE - ONSITE	SUBGRADE FOR CURB AND GUTTER	801.00	LF	\$2.95	\$2,362.95
ROADWAY AND CONCRETE - ONSITE	6" CSTC FOR CURB	90.00	TON	\$36.69	\$3,302.10
ROADWAY AND CONCRETE - ONSITE	SUBGRADE ROAD ON SITE	13105.00	SF	\$0.28	\$3,669.40
ROADWAY AND CONCRETE - ONSITE	6" CSTC FOR MAIN ROADS	400.00	TON	\$33.44	\$13,376.00
ROADWAY AND CONCRETE - ONSITE	MONUMENTS	5.00	EA	\$745.91	\$3,729.55
ROADWAY AND CONCRETE - ONSITE	"NO PARKING" SIGNS	8.00	EA	\$358.21	\$2,865.68
ROADWAY AND CONCRETE - ONSITE	FIRELANE SIGNS	2.00	EA	\$358.21	\$716.42
ROADWAY AND CONCRETE - ONSITE	STOP SIGNS	1.00	EA	\$523.68	\$523.68
ROADWAY AND CONCRETE - ONSITE	STREET SIGNS	1.00	EA	\$457.49	\$457.49
ROADWAY AND CONCRETE - ONSITE	PLASTIC STOP BAR	15.00	LF	\$66.19	\$992.85
ROADWAY AND CONCRETE - ONSITE	PLASTIC CROSSWALK	1.00	EA	\$1,985.64	\$1,985.64
ROADWAY AND CONCRETE - ONSITE	18" VERTICAL CURB AND GUTTER	801.00	LF	\$18.97	\$15,194.97
ROADWAY AND CONCRETE - ONSITE	3" - 1/2" HMA PAVING - ONSITE	1460.00	SY	\$22.02	\$32,149.20
SUBTOTAL					\$81,325.93

TOTAL: \$345,352.54

Return Address:

CITY CLERK
CITY OF NORTH BEND
920 SE CEDAR FALLS WAY
NORTH BEND, WA 98045

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

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

1. Bill of Sale 2. _____

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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

1. Mainvue WA, LLC _____, _____

2. _____, _____

Additional names on page _____ of document.

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

1. City of North Bend

2. _____, _____

Additional names on page _____ of document.

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

Por. of NE ¼, NW ¼, Sec. 15, Twn. 23 N., Rge. 8 E., W.M.

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

152308-1111

Assessor Tax # not yet assigned

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

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

Signature of Requesting Party

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

UPON RECORDING RETURN TO:

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

BILL OF SALE

Reference Numbers of Related Documents: N/A

Grantor: Mainvue WA, LLC

Grantee: City of North Bend

Legal Description: See Attached

Abbreviated Legal: Por. of NE ¼, NW ¼, Sec. 15, Twn. 23 N., Rge. 8 E., W.M.

Tax Parcel Identification Number: 152308-1111

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, Mainvue WA, LLC, a Washington limited liability corporation (“Grantor”), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington municipal corporation (“Grantee” or “the City”), the following described water distribution, wastewater collection, and storm drainage system improvements, and the following curb and street paving improvements, all of which has been constructed and installed in the existing public right of way or subdivision commonly known as Kanim Grove (“Project”):

Water Distribution System:

The Project constructed approximately 415 lineal feet of 8" diameter watermain and other applicable watermain facilities and appurtenances located in Maloney Grove Avenue SE and SE 10th Street, identified on the Kanim Grove Final Plat, King County Rec. No. 20210917000924 (“Water Distribution System”). The Water Distribution System will be owned and maintained by the City. Water services between the watermain and water meter will be owned and maintained by the City. Water services between back of water meters and homes shall be owned and maintained by the individual property owners. Irrigation systems in the Project shall be owned and maintained by the individual property owners or Kanim Grove HOA.

Wastewater Collection System:

The Project constructed approximately 394 lineal feet of 8" diameter sewer main and other applicable wastewater facilities and appurtenances located in Maloney Grove Ave SE and SE 10th Street, identified on the Kanim Grove Final Plat, King County Rec. No. 20210917000924 (“Wastewater Collection System”). The Wastewater Collection System will be owned and maintained by the City. Side sewers shall be owned and maintained by the individual property owners.

Storm Drainage System:

The Project constructed approximately 525 lineal feet of 12" through 24" diameter storm drainage pipe, approximately 2,700 square feet of LID infiltration swales and other applicable storm drainage facilities and appurtenances located within the private lots of the subdivision, in Maloney Grove Ave SE, and SE 10th Street right-of-way. LID bioinfiltration swales and associated storm drainage collection and conveyance within the right-of-way but outside of the road prism (road prism defined as back of curb to back of curb or edge of pavement to edge of pavement in public right-of-way) and within private drainage easements shall be owned and maintained by the Kanim Grove HOA. Walls constructed for the storm drainage conveyance channel within private drainage easements and the lots shall be maintained by the Kanim Grove HOA. Storm drainage catch basin and piping located inside the road prism of SE 10th Street shall be owned and maintained by the City. The 24" diameter culvert under the 20-foot-wide access and utility easement shall be owned and maintained by Kanim Grove HOA.

Curbs and Street Paving:

Approximately 1,178 lineal feet of vertical curb and gutter of Maloney Grove Ave SE and SE 10th Street, and approximately 20,756 square feet of street paving within the road prism of Maloney Grove Ave SE and SE 10th Street, and street signage outside of the road prism of Maloney Grove Ave SE and SE 10th Street shall be owned and maintained by the City. Sidewalks, landscape strips, and associated facilities and appurtenances constructed as part of the Project located outside of the road prism shall not be owned or maintained by the City of North Bend. Sidewalks, landscape strips, and associated facilities and appurtenances constructed as part of the Project located outside of the road prism shall be owned or maintained by the Kanim Grove HOA. Street lights located in SE 10th Street shall be owned and maintained by the Kanim Grove HOA. Street lights located along Maloney Grove Ave SE shall be owned and maintained by the City. Damage to any improvements in the road prism caused by failure to maintain landscape strips, street trees, sidewalks, street lights and/or associated facilities located outside the road prism shall be reconstructed, removed or replaced by the adjacent landowner or the Kanim Grove HOA.

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 hold Grantee harmless from any and all claims which might result from execution of this document.

Grantor warrants that the property above described is free from all liens and encumbrances, and Grantor will defend, indemnify, and hold harmless Grantee and its successors and assigns against claims and demands of all persons regarding ownership in or rights to the property hereby conveyed.

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:
Mainvue WA, LLC

By: _____
Its: _____

GRANTEE:
City of North Bend

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 Mainvue WA, LLC 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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STATE OF WASHINGTON)
)ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Rob McFarland is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledge it as the Mayor of the City of North Bend 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

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12/7/2022

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12/7/2022

EXHIBIT A

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ROADWAY AND CONCRETE - ONSITE	FIRELANE SIGNS	2.00	EA	\$358.21	\$716.42
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ROADWAY AND CONCRETE - ONSITE	STREET SIGNS	1.00	EA	\$457.49	\$457.49
ROADWAY AND CONCRETE - ONSITE	PLASTIC STOP BAR	15.00	LF	\$66.19	\$992.85
ROADWAY AND CONCRETE - ONSITE	PLASTIC CROSSWALK	1.00	EA	\$1,985.64	\$1,985.64
ROADWAY AND CONCRETE - ONSITE	18" VERTICAL CURB AND GUTTER	801.00	LF	\$18.97	\$15,194.97
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SUBTOTAL					\$81,325.93

TOTAL: \$345,352.54

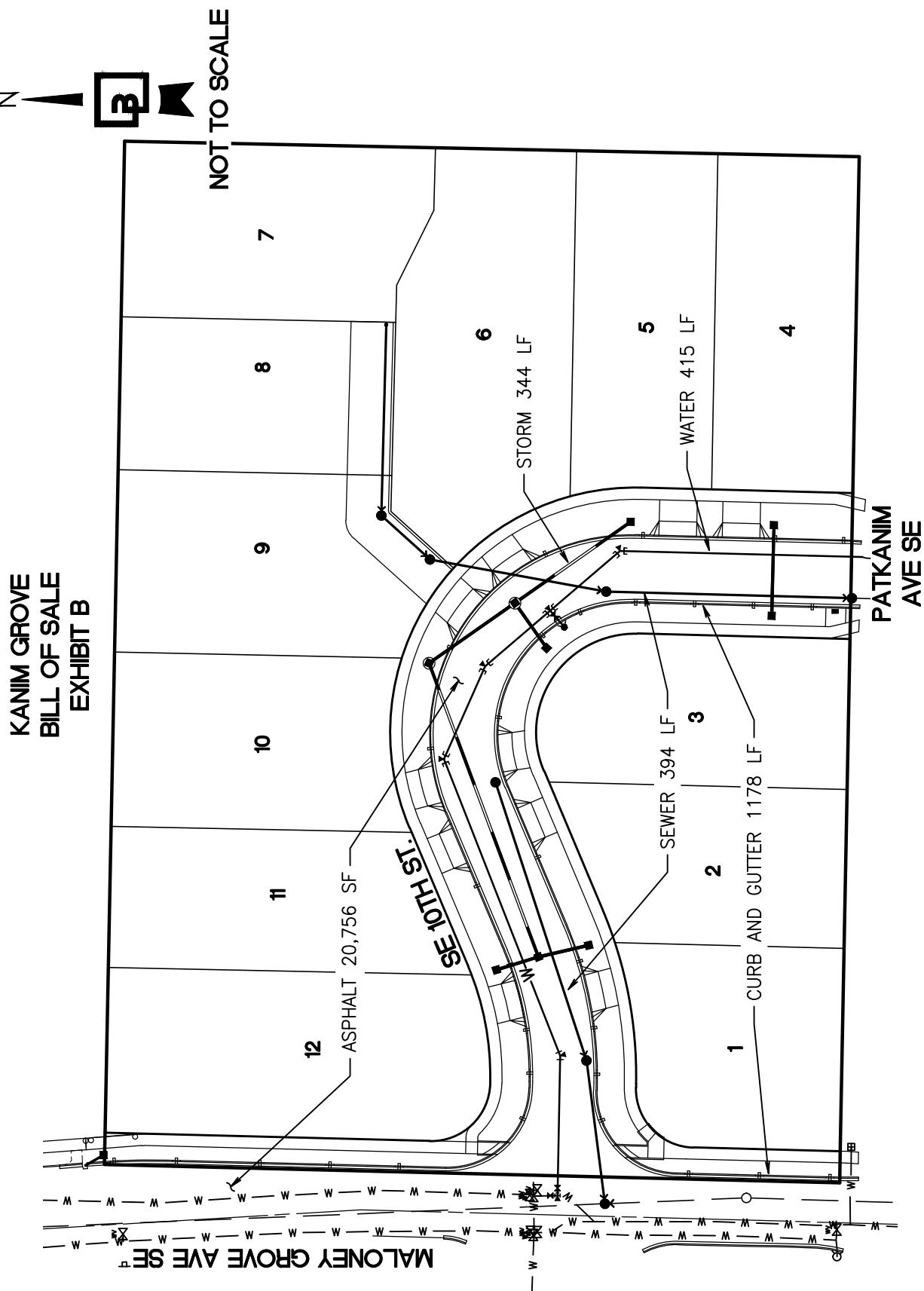


EXHIBIT C

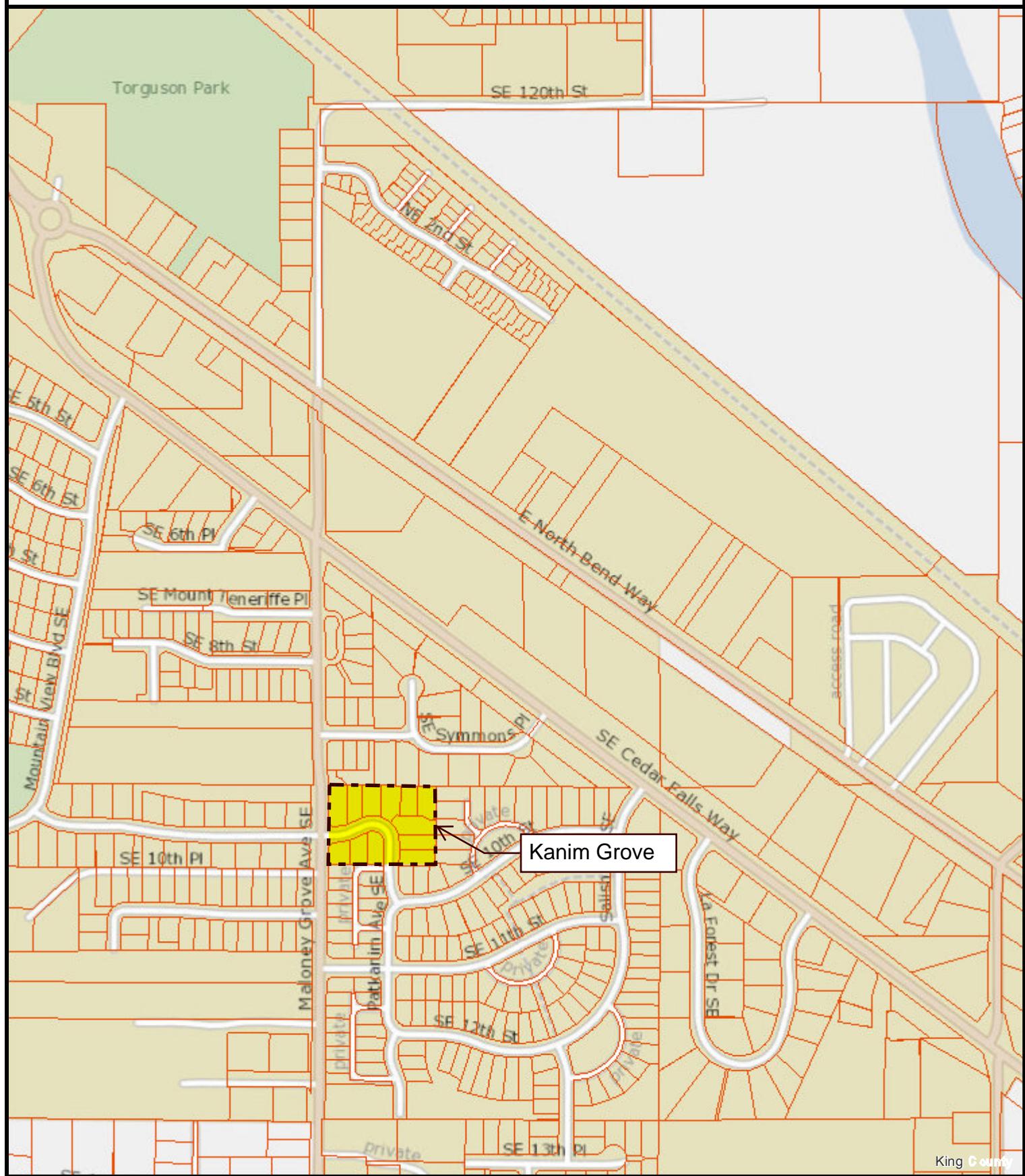
Legal Description

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF BROOKSIDE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 48 OF PLATS, PAGES 19 AND 20, IN KING COUNTY, WASHINGTON;
THENCE NORTH 0°52'30" EAST, 1308.91 FEET TO A CONCRETE MONUMENT DELINEATED IN SAID PLAT AS BEING 10.70 FEET NORTH OF THE NORTHEAST, CORNER OF SAID PLAT AND WHICH MONUMENT IS FURTHER DESCRIBED AS BEING STATION 24+61.86 ON KING COUNTY ENGINEER SURVEY NUMBER 15-23-8-8;
THENCE CONTINUING NORTH 0°52'30" EAST, 996.06 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°14'32" EAST, 30 FEET TO AN IRON PIPE, SET BY JOMES, BASSI AND ASSOCIATES, ENGINEERS AND SURVEYORS, ON JANUARY 19, 1972;
THENCE CONTINUING SOUTH 89°14'32" EAST, 234.62 FEET TO AN IRON PIPE SET BY SAID ENGINEERS;
THENCE SOUTH 86°14'32" EAST, 181.69 FEET TO AN IRON PIPE SET BY SAID ENGINEERS;
THENCE NORTH 0°52'30" EAST, 312.02 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 15;
THENCE NORTH 89°12'49" WEST ALONG SAID NORTH LINE, 446.31 FEET TO A POINT NORTH 0°52'30" EAST OF THE TRUE POINT OF BEGINNING;
THENCE SOUTH 0°52'30" WEST, 312.24 FEET, MORE OR LESS, TO TRUE POINT OF BEGINNING;
EXCEPT THAT PORTION THEREOF LYING WITHIN 424TH AVENUE SOUTHEAST (MALONEY GROVE ROAD).

SITUATE IN THE CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.

Kanim Grove - Vicinity Map



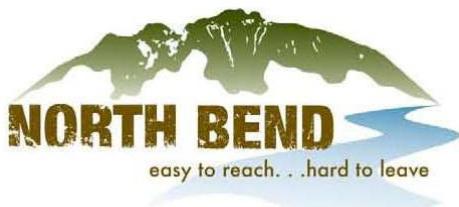
The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 4/10/2023

Notes:



King County



City Council Agenda Bill

SUBJECT:	Agenda Date: May 2, 2023	AB23-057
Reappointments to Planning Commission	Department/Committee/Individual	
	Mayor Rob McFarland	X
	City Administrator – David Miller	
	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
Cost Impact: N/A	Finance – Richard Gould	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate		
Attachments: Ordinance 1769		
SUMMARY STATEMENT:		
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 (see attached).		
Planning Commissioners Juliano Pereira and Suzan Torguson, whose terms expire on May 11, 2023, have generously agreed to serve for another term. Terms for these reappointments will be for a period of one year in accordance with Ordinance 1769. Subsequent terms will be for a period of four years.		
Mayor McFarland is recommending the reappointment of Juliano Pereira to Position No. 2 (term expiring May 11, 2024) and Suzan Torguson to Position No. 3 (term expiring May 11, 2024).		
APPLICABLE BRAND GUIDELINES: Commitment to invest in the City and foster community engagement and pride.		
COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: MOTION to approve AB23-057, confirming the Planning Commission reappointments of Juliano Pereira to Position No. 2 and Suzan Torguson to Position No. 3, terms expiring May 11, 2024.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 2, 2023		

ORDINANCE 1769

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, RELATING TO PLANNING
COMMISSION APPOINTMENTS; AMENDING NORTH
BEND MUNICIPAL CODE SECTION 2.28.010;
PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City has a seven-member Planning Commission with each Commissioner appointed to a four-year term; and

WHEREAS, currently the appointments for Planning Commissioner Position Nos. 1, 4, 5, 6, and 7 expire in 2022 and Planning Commission Position Nos. 2 and 3 expire in 2023; and

WHEREAS, the City Council desires to have a more balanced rotation of Planning Commissioner appointments with four Commissioners being appointed one year and three Commissioners being appointed two years later; and

WHEREAS, to accomplish this objective there will need to be an appointment in 2022 for a term of two years expiring in 2024; and

WHEREAS, in 2024 that appointment would then resume the regular four-year term rotation; and

WHEREAS, for appointments made in the year 2023 only, two positions will be for a term of one year, and in 2024, these two positions will resume for four-year terms; and

WHEREAS, to achieve this objective a minor amendment to North Bend Municipal Code Section 2.28.010 is required as set forth below;

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

Section 1. NBMC Section 2.28.010 (Membership – Term of Office), Amended: North Bend Municipal Code Section 2.28.010 (Membership – Term of Office) is hereby amended to read as follows:

A. Pursuant to RCW 35A.63.020, there is created an advisory planning agency to be known as “the city of North Bend planning commission,” which will consist of seven members appointed by the mayor and confirmed by the city council. Four of the commissioners shall reside inside the

city limits while three may reside inside the 98045 zip code area. The positions of the members shall be assigned position numbers. Members will be appointed to serve for a period of four years from the time of their appointment. ~~Existing members of the planning commission will serve until either their resignation, or the expiration of their existing term of office, whichever shall occur first.~~ The city clerk shall maintain a record of expiration dates by position.

For appointments made in the year 2022 only, Planning Commissioner Position No. 1 will be for a term of two year. In the year 2024, Planning Commissioner Position No. 1 will resume a four-year term.

For appointments made in the Year 2023 only, Planning Commission Positions No. 2 and No. 3 will be for a term of one year. In the year 2024, Planning Commissioner Positions No. 2 and No. 3 will resume a four-year term.

B. If any person on the planning commission concludes that he or she has a conflict of interest or an appearance of fairness problem with respect to a matter pending before the agency so that he or she cannot discharge his or her planning commission duties, he or she shall disqualify himself or herself from participating in the deliberations and decision-making process with respect to that matter. If this occurs, the mayor may appoint, without confirmation, a person to serve as an alternate on the agency to serve in his or her stead in regard to such a matter.

C. Members may be removed by the mayor, with council approval. Members shall be selected without respect to political affiliation and shall serve without compensation.

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

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

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

CITY OF NORTH BEND:



Rob McFarland, Mayor

APPROVED AS TO FORM:



Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:



Susie Oppedal, City Clerk

Published: February 11, 2022
Effective: February 16, 2022

Council Packet May 2, 2023
Office of Mayor



PROCLAMATION

WHEREAS, all people should have access to safe, healthy, and affordable homes within communities that provide opportunity; and

WHEREAS, the US Department of Housing and Urban Development (HUD) defines affordable housing as "housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities."; and

WHEREAS, the Department of Commerce projects that by 2044, King County needs nearly 200,000 net new housing units for households at or below 80% area median income; and

WHEREAS, studies have found that each \$100 increase in median rent results in a 15% increase in homelessness in metro areas and a 39% increase in homelessness in nearby suburbs and rural areas; and

WHEREAS, the state of Washington conducted a survey and housing costs, homelessness, and overall cost of living are the most important problems facing Washington. Additionally, 76% of respondents said they were directly impacted or knew someone directly impacted by the cost and availability of housing; and

WHEREAS, the CDC recognizes safe, healthy, and affordable housing within communities of opportunity as key social determinants of health; and

WHEREAS, everyone benefits from affordable housing, including the people who reside in these properties, their neighbors, businesses, employers, and the community as a whole; and

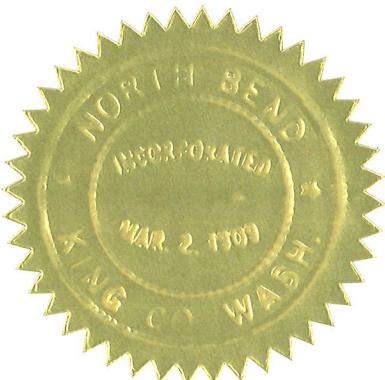
WHEREAS, united to raise public awareness, people, organizations, and communities throughout King County are participating in local Affordable Housing Week activities to elevate the critical need to create healthy communities with ample affordable housing; and

WHEREAS, ensuring access to housing is one of the fundamental functions of effective planning. In North Bend, 26% of all households spend more than 30% of their income on housing-related costs. This issue is especially pronounced among North Bend renter households, who are more likely than homeowners to spend more than 50% of their income on housing-related costs; and

WHEREAS, the City of North Bend prepared an Economic Development Action Plan which shows that housing is a critical issue in Economic Development and that attainable housing is needed for business to thrive. Attainable housing is market rate housing in which the people are spending no more than 30% of their income on their home. Implicit in this idea of attainability is the idea that a range of housing options (type, size, tenure, cost) needs to exist in the local market for a range of household incomes and preferences; and

WHEREAS, the City of North Bend endorses the goals, objectives, and purposes of Affordable Housing Week, and in doing so, firmly recommitts itself to ensuring that our community's recovery from the crises at hand is equitable, and that all people in North Bend live with dignity in safe, healthy, and affordable homes;

NOW, THEREFORE, I, Rob McFarland, Mayor, do hereby proclaim the week of May 7 to 13, 2023, as **AFFORDABLE HOUSING WEEK** in the City of North Bend.



Signed this 2nd day of May, 2023

Rob McFarland
Mayor



City Council Agenda Bill

SUBJECT:	Agenda Date: May 2, 2023	AB23-058
Ordinance Authorizing a Franchise Agreement with Puget Sound Energy, Inc.	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	
Cost Impact: N/A	Finance – Richard Gould	
Fund Source: N/A	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		
Attachments: Ordinance, Franchise Agreement		
SUMMARY STATEMENT:		
The prior Franchise Agreement (FA) for Puget Sound Energy (PSE) to operate in the City of North Bend (City) expired several years before Mayor Rob McFarland took office. For the past several years, PSE has been operating on their infrastructure in the City without a FA. The Mayor has directed City staff to review and update as necessary all City utility franchise agreements. The PSE franchise agreement has been worked on by the City Attorney and PSE's attorney for the past several years, along with input from the City's Public Works Department staff. City staff recommend a new FA with PSE be executed. PSE legal staff has reviewed this DRAFT FA and is amenable to it.		
A second and final reading is scheduled for May 16, 2023.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services		
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee during their March 28, 2023 meeting and was recommended for approval and placement on the Main Agenda for discussion.		
RECOMMENDED ACTION: MOTION to approve AB23-058, setting for a second reading and consideration by the City Council the ordinance to approve a Franchise Agreement with Puget Sound Energy, Inc. at the regularly scheduled May 16, 2023 City Council meeting.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 2, 2023		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, GRANTING PUGET SOUND ENERGY,
INC., A WASHINGTON CORPORATION, ITS
SUCCESSORS AND ASSIGNS, THE RIGHT,
PRIVILEGE, AUTHORITY AND FRANCHISE TO SET,
ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT,
ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE,
ENLARGE, OPERATE AND USE FACILITIES IN, UPON,
OVER, UNDER, ALONG, ACROSS, AND THROUGH
THE FRANCHISE AREA TO PROVIDE FOR THE
TRANSMISSION, DISTRIBUTION AND SALE OF GAS
AND ENERGY FOR POWER, HEAT, LIGHT, AND ANY
OTHER PURPOSES FOR WHICH GAS AND ENERGY
MAY BE USED; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the term of the City of North Bend's previous natural gas and electric power franchises with Puget Sound Energy, Inc., has expired; and

WHEREAS, the City and Puget Sound Energy, Inc. desire to have natural gas and electric power service provided for the current and future citizens and businesses of the City; and

WHEREAS, the City and Puget Sound Energy, Inc. desire to formalize their cooperative and mutually beneficial relationship for the provision of natural gas and electric power service within the City;

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

Section 1. Grant of Franchise: The Mayor is authorized to execute a non-exclusive Franchise Agreement with Puget Sound Energy, Inc. to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across, and through the franchise area to provide for the transmission, distribution, and sale of gas and energy for power, heat, light, and any other purposes for which gas and energy may be used for a period of twenty-five (25) years within the City of North Bend on the terms and conditions set forth in the Franchise Agreement attached hereto as Exhibit A.

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

Section 3. Effective Date: This ordinance shall be in full force and effect five (5) days after its publication as provided by law. The “Effective Date” of the Franchise Agreement, however, shall be the date on which Puget Sound Energy, Inc. has executed and filed with the City Clerk the Acceptance Form attached at page 14 of the Franchise Agreement. The Franchise Agreement shall be of no force or effect if Puget Sound Energy, Inc. fails to file its written acceptance within 30 days of the date of publication of this ordinance.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS ____ DAY OF
MAY, 2023.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk

FRANCHISE AGREEMENT BETWEEN THE CITY OF NORTH BEND AND PUGET
SOUND ENERGY, INC

Section 1. Definitions.

1.1 Where used in this Franchise Agreement (the "Franchise"), the following terms shall mean:

1.1.1 "City" means the City of North Bend, a code city of the State of Washington, and its successors and assigns.

1.1.2 "Decommissioned Pole" means a PSE owned utility pole located in the Franchise Area which is no longer needed to provide Regulated Service.

1.1.3 "Dispute" means any and all claims, controversies or disputes arising between the Parties relating to or in connection with this Franchise.

1.1.4 "Environmental Laws" means and includes any Law relating to the protection of human health and the environment, including those relating to the generation, use, handling, transportation, storage, release, discharge or disposal of Hazardous Substances, such as the Model Toxics Control Act, Chapter 70.105D RCW.

1.1.5 "Franchise Area" means the surface of, and the space above and below, any public road, street, avenue, boulevard, highway, alley, court, sidewalk, lane, circle, or other public right-of-way of the City, as such public rights-of-way are now laid out, platted, dedicated, acquired, or improved and/or as they may hereafter be laid out, platted, dedicated, acquired, or improved in the future, within the corporate, territorial limits of the City as they now exist or as they may later be extended (by annexation or otherwise).

1.1.6 "Force Majeure" means any event or circumstance (or combination thereof) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that delays or prevents performance by a Party of any of its obligations under this Franchise, but only to the extent that and for so long as the event or circumstance is beyond the reasonable control of the affected Party; and only to the extent that the affected Party has taken commercially reasonable measures to avoid the effect of the event or circumstance on the affected Party's ability to perform its obligations hereunder and to mitigate the consequences of the event. Force Majeure shall include the following, to the extent also satisfying the criteria specified above: (a) acts of nature, including storms, epidemics, and pandemics, provided the epidemic or pandemic is declared an emergency by the Governor of the State of Washington pursuant to RCW 43.06.220; (b) acts of public enemies, terrorism, war, rioting, insurrection or sabotage; (c) any form of compulsory government action or change in Law; (d) accidents or other casualties causing damage, loss, or delay; (e) labor disturbances, strikes, lock-outs or other industrial actions affecting the Parties or any of their contractors, subcontractors, agents or employees; and (f) delay in obtaining or denial of any regulatory consents or approvals.

1.1.7 “Hazardous Substance” means any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant that is specifically designated as such and regulated by any applicable Environmental Law.

1.1.8 “Law(s)” shall mean all present and future applicable federal, state, or municipal laws, codes, ordinances, rules, tariffs, regulations, resolutions, Environmental Law, orders, and other requirements, provided that the foregoing are accorded the full force and effect of law and are binding upon the Parties to this Franchise. For the avoidance of doubt, Law includes the North Bend Municipal Code. References to Laws shall be interpreted broadly to cover government actions accorded the full force and effect of law, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

1.1.9 “Ordinance” means Ordinance No.____, which sets forth the terms and conditions of this Franchise.

1.1.10 “Party” means and is a reference to either PSE or the City, and “Parties” means and is a collective reference to PSE and the City.

1.1.11 “PSE” means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.1.12 “Facilities” means, collectively, any and all (i) natural gas distribution systems, including gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, meters, meter-reading devices, and communication systems; (ii) electric transmission and distribution systems, including poles (with or without crossarms), wires, lines, conduits, cables, braces, guys, anchors and vaults, meter-reading devices, and communication systems; and (iii) any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.13 “Public Improvement Project” means any capital improvement project within the Franchise Area that is undertaken by the City (either directly or through its contractors) and is funded by the City (either directly with its own funds or with other funds obtained by the City from any other public or private source).

1.1.14 “Regulated Service” means any utility, telecommunications, or similar service that is subject to the jurisdiction of one or more federal or state agencies that regulate the terms and conditions such service (including the Federal Energy Regulatory Commission, the Federal Communications Commission, and the WUTC).

1.1.15 “Term” means the term of this Franchise, as set forth in Section 17, “Franchise Term.”

1.1.16 “WUTC” means the Washington Utilities and Transportation Commission, and any successor agency with jurisdiction over the terms and conditions of the services provided by PSE to its customers.

Section 2. Grant of Rights.

2.1 The City hereby grants to PSE the right, privilege, authority, and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate, and use Facilities in, upon, over, under, along, across, and through the Franchise Area to provide for the transmission, distribution, and sale of gas and energy for power, heat, light, and such other purposes for which gas and energy may be used.

2.2 This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with PSE's rights under this Franchise. This Franchise shall not limit or constrain the exercise of the City's police powers, nor shall this Franchise prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof, if so exercised and used in a manner that is consistent with the terms and conditions of this Franchise.

2.3 PSE shall exercise its rights within the Franchise Area in accordance with Law; provided, however, in the event of any conflict or inconsistency between any municipal law, code, statute, ordinance, rule, regulation, policy, or other requirement of the City and the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control.

2.4 This Franchise shall not convey any right to PSE to install its Facilities on, under, over, or across, or to otherwise use, any City-owned or leased properties of any kind that are located outside the Franchise Area. Further, this Franchise shall not govern or apply to Facilities located on PSE-owned or leased properties or easements (whether inside or outside of the Franchise Area, whether granted by a private or public entity, and whether now existing or hereafter acquired) and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise or pursuant to rights otherwise granted by the City.

2.5 Existing Facilities installed or maintained by PSE on public grounds and places within the City in accordance with prior franchises between PSE and the City (but which Facilities are not within the Franchise Area as defined by this Franchise) may be maintained, repaired, and operated by PSE at the location such Facilities exist as of the Effective Date during the Franchise Term; provided, however, that no such Facilities may be enlarged, improved, or expanded without the prior review and approval of the City pursuant to applicable ordinances, codes, resolutions, standards, and procedures.

Section 3. PSE Use and Occupancy of Franchise Area.

3.1 All work performed on PSE's Facilities within the Franchise Area shall be accomplished in a good and workmanlike manner, by means that to the extent practicable minimize interference with the free passage of pedestrian or vehicle traffic, and by methods that allow for reasonable access to adjoining property, whether public or private. PSE shall post and maintain proper barricades, flags, flaggers, lights, flares, safety devices and other measures as required by Law. If work on PSE's Facilities within the Franchise Area shall impair the lateral support of the Franchise Area or adjacent properties, then PSE shall take such action as is reasonably necessary to restore and maintain the lateral support of the Franchise Area or such adjacent properties.

3.2 Whenever PSE desires to engage in any work within the Franchise Area, PSE shall apply for all permits required under the North Bend Municipal Code to do such work, and PSE shall comply with all requirements and conditions of such permits that are not inconsistent or in conflict with the terms and conditions of this Franchise, including but not limited to any such restrictions relating to location, traffic control, restoration, repair, or other work to restore the surface of the Franchise Area pursuant to Subsection 3.4. It is further provided that in the event that PSE has any work in the Franchise Area completed by any of its authorized agents or subcontractors, PSE shall remain fully responsible for the permit, permitted work, and any other permit requirements, notwithstanding any provisions of this Franchise to the contrary.

3.3 In the event of an emergency situation in which PSE's Facilities within the Franchise Area are in such a condition so as to immediately endanger the property, life, health, or safety of any individual, PSE may take immediate action to correct the dangerous condition without first obtaining any required permit, in which case PSE shall notify the City telephonically ((425) 888-0486 during business hours, (425) 736-7697 after hours), electronically at http://www._____ or in person within twenty-four (24) hours of the event, and shall apply for any permit(s) required by the City for such work as soon as reasonably practicable thereafter.

3.4 PSE shall, after installation, construction, relocation, maintenance, removal, or repair of any of PSE's Facilities within the Franchise Area, restore the affected Franchise Area and any other City property situated within the Franchise Area that may be disturbed or damaged by such work, to at least the same condition as it was immediately prior to any such work. The City shall not impose any fee, fine, charge, or other cost or expense on PSE for such damage or disturbance, provided that such restoration work is completed to the reasonable satisfaction of the City. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored consistent with Law.

3.5 PSE shall have the right to cut, clear, and remove vegetation overhanging or growing into PSE's Facilities within the Franchise Area so as to prevent such vegetation from coming in contact with such Facilities. The exercise of such right shall be subject to the City's prior approval, which shall not be unreasonably withheld, conditioned, or delayed.

Section 4. Planning and Coordination.

4.1 The Parties shall each exercise commercially reasonable efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. In so doing, the Parties shall undertake cooperative planning so as to promote the coordinated timing, location, and prosecution of such work within the Franchise Area. Upon the request of either Party, but not more often than annually unless otherwise agreed upon by the Parties, the Parties shall meet to discuss and coordinate regarding future construction activities then being planned by either Party within the Franchise Area. Such discussions and coordination shall be for informational purposes only and shall not obligate either Party to undertake any specific improvements within the Franchise Area.

4.2 The City may, from time to time, request:

4.2.1 Copies of any available PSE plan for potential improvements to PSE's Facilities within the Franchise Area if and as such information is needed by the City for its own planning purposes; and

4.2.2 Copies of any available drawings in use by PSE showing the location of its Facilities within the Franchise Area if and as such information is needed by the City for right-of-way management purposes.

Any such request by the City shall be reasonable in scope and at intervals that minimize administrative burdens on both Parties. Any release of such information to the City shall be subject to PSE's prior approval, which shall not be unreasonably withheld, conditioned, or delayed. Any information so provided by PSE shall be for informational purposes only and shall not obligate PSE to undertake any specific improvements within the Franchise Area, nor shall such information be construed as a proposal to undertake any specific improvements within the Franchise Area. As to any such information so provided, PSE does not warrant the accuracy thereof and, to the extent the location of Facilities is shown, such Facilities are shown in their approximate location.

4.3 In the event either PSE or the City shall cause excavations to be made within the Franchise Area, the Party causing such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation so long as such joint use does not unreasonably delay the work of the Party causing such excavation, and such joint use is arranged and accomplished upon terms and conditions reasonably satisfactory to the Party causing such excavation. With respect to any excavations by PSE or the City within the Franchise Area, nothing in this Franchise is intended (nor shall be construed) to relieve either Party of their respective obligations arising under Law with respect to determining the location of utility facilities.

Section 5. City Use of PSE Poles in Franchise Area.

5.1 During the Term the City may, subject to PSE's prior consent (which shall not be unreasonably withheld, conditioned, or delayed), install and maintain City-owned overhead facilities on PSE-owned poles within the Franchise Area pursuant to mutual agreement entered into between the City and PSE. Such mutual agreement may address commercial and noncommercial uses of PSE's poles by the City. The City shall install, operate, and maintain such facilities at its sole risk and expense and shall conduct all such activities in accordance with Law and consistent with such reasonable terms and conditions as PSE may specify from time to time (including requirements accommodating Facilities or the facilities of other parties having the right to use PSE's poles). PSE shall have no obligation under Section 10 "Indemnification and Insurance" in connection with any City-owned facilities that are installed or maintained on PSE's poles. PSE shall not charge the City for noncommercial use of PSE's poles pursuant to this Section 5, provided however, that nothing herein shall require PSE to bear any cost or expense in connection with any such use by the City.

5.2 Notwithstanding the foregoing, if at any time during the Term the City's use of PSE's poles pursuant to this Section 5 shall be determined to be a Regulated Service, then such use shall be arranged and accomplished in accordance with any Law applicable thereto.

Section 6. Decommissioned Facilities

6.1 As of the Effective Date, PSE and third parties having attachments of wires, devices, and other equipment to PSE-owned poles located in the Franchise Area use the National Joint Utilities Notification System (“NJUNS”) as the means of providing official notice between them of actions required to be taken and reporting of actions taken by such third parties with respect to such attachments. To the extent consistent with Law and at the request of the City, PSE will use commercially reasonable efforts (subject to the functional capabilities and limitations of NJUNS in place from time to time) to include the City as an interested party to any notification tickets submitted by PSE in NJUNS with respect to any PSE-owned poles located in the Franchise Area that are permanently no longer in use by PSE and which contain third party attachments. The City may monitor activity associated with such third-party attachments through NJUNS.

6.2 If PSE shall determine a PSE-owned pole located within the Franchise Area to be a Decommissioned Pole, then PSE shall so notify the City and such notice shall establish the date by which such Decommissioned Pole shall be removed from the Franchise Area. PSE shall use commercially reasonable efforts to remove such Decommissioned Pole from the Franchise Area within one hundred-eighty (180) days of the date of such notice. If, however, upon receipt of any such notice from PSE the City shall reasonably determine that such Decommissioned Pole unreasonably interferes with the free passage of pedestrian or vehicle traffic, then the City shall so notify PSE and PSE shall use commercially reasonable efforts to remove such Decommissioned Pole from the Franchise Area within thirty (30) days of the date of such notice from the City.

6.3 If the City reasonably determines that a PSE-owned pole located within the Franchise Area is no longer in use by PSE or by any authorized third-party, then the City may request that PSE determine if such pole is a Decommissioned Pole. Upon receipt of such request, PSE shall review the status of the pole in question. If PSE shall determine such pole to be a Decommissioned Pole, then PSE shall give the City notice thereof in accordance with Subsection 6.2. If PSE shall determine such pole not to be a Decommissioned Pole, then PSE shall so notify the City and such notice shall explain the basis for making such determination. The Parties agree to cooperate and establish mutually agreeable procedures for the implementation of this Subsection 6.3 that achieve the right-of-way management objectives of the City in a manner that minimizes the administrative burdens on both Parties.

6.4 PSE may, from time to time, elect to discontinue its use of underground natural gas Facilities within the Franchise Area and decommission such Facilities in place (“Decommissioned Gas Facilities”). In such event, PSE shall notify the City of its decision to decommission such Facilities. As requested by the City in accordance with Subsection 4.2 PSE shall provide the City with drawings that show the approximate location of Decommissioned Gas Facilities.

Section 7. Hazardous Substances.

PSE shall only use Hazardous Substances within the Franchise Area incident to PSE’s normal business operations, and in all cases (a) limited to such quantities as may be required in its normal business operations, (b) used, transported, or stored per manufacturer’s instructions, and (c) used, transported, or stored only for their intended uses. In the event PSE or its contractors cause an unlawful release of Hazardous Substances within the Franchise Area, PSE shall notify the City

within twenty-four (24) hours of its discovery. PSE shall act promptly to remediate such release of Hazardous Substances in accordance with Law.

Section 8. Relocation of Facilities.

8.1 Whenever the City causes a Public Improvement Project to be undertaken within the Franchise Area, and such Public Improvement Project requires the relocation of PSE's then existing Facilities within the Franchise Area (for purposes other than those described in Subsection 8.2 below), the City shall:

8.1.1 Provide PSE, within a reasonable time prior to the commencement of such Public Improvement Project, written notice requesting such relocation; and

8.1.2 Provide PSE with reasonable plans and specifications sufficient, in PSE's discretion, for such Public Improvement Project and for PSE's initial system design for the required relocation of such Facilities.

After receipt of such notice and such plans and specifications, and within one hundred twenty (120) calendar days (or such shorter or longer period of time as the Parties may mutually agree in writing), PSE shall relocate such Facilities within the Franchise Area at no charge to the City; provided, however, that if PSE determines that it would be impossible or impracticable to perform the relocation within the applicable time frame under this Section 8.1, then PSE shall promptly inform the City and provide a reasonable alternative relocation time frame. In such case, the Parties shall promptly meet and confer in good faith, giving due regard to all relevant facts and circumstances, to determine a mutually agreeable time frame for PSE to perform such relocation. If the City requires the subsequent relocation of any Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section 8.1, the City shall bear the entire cost of such subsequent relocation.

8.2 Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement Project, requires the relocation of PSE's Facilities within the Franchise Area to accommodate such development; or (ii) the City requires the relocation of PSE's Facilities within the Franchise Area for the benefit of any person or entity other than the City, then in such event, PSE shall have the right as a condition of such relocation, to require such person or entity to make payment to PSE, at a time and upon terms acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of PSE's Facilities.

8.3 Any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of PSE's Facilities shall be a required relocation for purposes of Subsection 8.2 (including any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction, or development).

8.4 Nothing in this Section 8 "Relocation of Facilities" shall require PSE to bear any cost or expense in connection with the location or relocation of any Facilities authorized by easement or other rights not derived from this Franchise, regardless of whether such easement or other rights

are on public or private property and regardless of whether such easement or other rights extend to property lying within the Franchise Area.

8.5 Subject to the exclusions and requirements set forth in this Subsection 8.5, if PSE does not relocate its Facilities within the Franchise Area in accordance with Subsection 8.1 by the applicable relocation date in order to accommodate a Public Improvement Project, and to the extent such failure to relocate causes a delay in the work being undertaken by the City's third-party contractor(s) on the Public Improvement Project that results in a claim by the third-party contractor(s) for direct costs and expenses that are directly caused by the delay in PSE relocating its Facilities in accordance with Subsection 8.1 and such direct costs and expenses are legally required to be paid by the City (each, a "Contractor Delay Claim"), the City may at its sole option:

Tender the Contractor Delay Claim to PSE for defense and indemnification in accordance with Section 10; or

8.5.1 Require that PSE reimburse the City for any such direct costs and expenses that are legally required to be paid by the City to its third-party contractor(s) as a direct result of the Contractor Delay Claim; provided that, if the City requires reimbursement by PSE under this Subsection 8.5.2, the City shall first give PSE written notice of the Contractor Delay Claim and give PSE the opportunity to work with the third-party contractor(s) to resolve the Contractor Delay Claim for a period of not less than sixty (60) days prior to the City's payment of the Contractor Delay Claim.

Nothing in this Subsection 8.5 or otherwise will require PSE to bear or be responsible for any cost, expense, or damage, or to defend or indemnify the City against any claim, that results from any delay in meeting the applicable relocation date for a Public Improvement Project if and to the extent the delay is caused by the City, any third party that is not an agent or subcontractor of PSE, or any Force Majeure Event.

Section 9. Undergrounding of Electric Facilities.

PSE acknowledges the City desires to encourage the undergrounding of overhead electrical Facilities within the Franchise Area. The City acknowledges that PSE utilizes such overhead Facilities to provide electrical service on a non-preferential basis subject to and in accordance with tariffs on file with the WUTC. Subject to and in accordance with such tariffs, PSE will cooperate with the City in the formulation of policy and regulations concerning the undergrounding of PSE's overhead electrical Facilities within the Franchise Area. If, during the Term, the City directs PSE to underground overhead electrical Facilities within the Franchise Area, such undergrounding shall be arranged and accomplished subject to and in accordance with tariffs on file with the WUTC, including, but not necessarily limited to, Schedule 73 and Schedule 74 of PSE's Electric Tariff G (as amended or replaced from time to time).

Section 10. Indemnification and Insurance.

10.1 PSE shall indemnify and hold the City harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another, to the extent such injury or damage is caused by the negligence of PSE, its agents, or employees in exercising the rights granted to PSE by this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the City, the City shall promptly notify PSE thereof, and PSE shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the City based upon any such claim or demand, the City shall likewise promptly notify PSE thereof, and PSE shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

10.2 PSE shall maintain the following liability insurance coverages, insuring PSE and including the City and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE under this Franchise, or the use, construction, installation, removal, or maintenance of any PSE Facilities under this Franchise:

10.2.1 General liability insurance, to include a combination of self-insurance and excess/umbrella liability policies as PSE may elect, with limits not less than \$5 million per occurrence/\$5 million general aggregate;

10.2.2 Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$5,000,000; and

10.2.3 Worker's compensation with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000).

10.3 The liability insurance described herein shall be maintained by PSE throughout the Franchise Term, and such other period of time during which PSE is operating its Facilities within the Franchise Area without a franchise or is engaged in the removal of its Facilities from the Franchise Area. Payment of deductibles and self-insured retentions shall be the sole responsibility of PSE. Coverage under applicable policies shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The City shall be included as an insured under PSE's excess/umbrella liability insurance policy to the extent outlined herein and per the policy terms and conditions. PSE shall be the primary insured as respects the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of PSE's insurance and shall not contribute with it.

10.4 The liability insurance described herein, and any subsequent replacement policies, shall provide that insurance shall not be cancelled or materially changed so as to be out of compliance with these requirements without first providing thirty (30) days' written notice to the City. If the insurance is cancelled or materially altered so as to be out of compliance with the requirements of this Subsection within the Term, PSE shall provide a replacement policy. PSE agrees to maintain

continuous uninterrupted insurance coverage, or provide self-insurance, in at least the amounts required for the duration of this Franchise and, in the case of any policy written on a “claims-made” form, for at least three (3) years after expiration of the Term. Any lapse in the required insurance coverage shall be cause for termination of this Franchise.

10.5 In lieu of the insurance requirements set forth in this Section 10, PSE may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the City’s request, PSE shall provide the City with reasonable written evidence that PSE is maintaining such self-insurance.

10.6 Any PSE insurance policies used to meet the insurance obligations set forth in this Section 10 will be placed with insurers authorized to do business in the state of Washington and with a current A.M. Best rating of not less than A-VII, or financial equivalent. PSE shall provide the City with certificates of the required insurance within twenty (20) days of the Effective Date of the Ordinance adopting this Franchise.

Section 11. Recovery of Costs.

11.1 As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon PSE. However, as provided in RCW 35.21.860, the City may recover from PSE actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license, or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW.

11.2 Promptly following adoption of this Franchise, the City shall provide to PSE a detailed statement of actual administrative expenses incurred by the City that are properly reimbursable to the City under Subsection 11.1, and thereafter PSE shall reimburse the City for such expenses within one hundred twenty (120) days after its receipt of the applicable statement.

Section 12. Utility Tax.

Nothing in this Franchise shall exempt PSE from payment of any and all taxes lawfully imposed by the North Bend Municipal Code and due from PSE; provided that nothing in this Section shall be construed as a waiver of PSE’s rights to contest the validity of any such tax or the amount of any tax due.

Section 13. Reservation of Easement in Event of Vacant.

In the event the City vacates any portion of the Franchise Area containing PSE’s Facilities during the Term, the City shall reserve an easement for PSE’s Facilities in the manner provided by the City’s vacation procedures. The City shall give PSE advance notice of its intent to vacate any portion of the Franchise Area and shall consult with PSE regarding the terms and conditions of the easement to be reserved for PSE’s Facilities.

Section 14. Force Majeure.

If performance of this Franchise or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction, or interference. The affected Party shall use commercially reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. Notwithstanding the foregoing, the insufficiency of funds, financial inability to perform, or changes in such Party's cost of performing its obligations hereunder shall not constitute a Force Majeure event.

Section 15 Dispute Resolution.

15.1 A Dispute shall be resolved in accordance with the dispute resolution procedures set forth in this Section 15. A Party shall inform the other Party promptly following the occurrence or discovery of any item or event that would reasonably be expected to result in a Dispute. The initial mechanism to resolve a Dispute shall be by negotiation between the Parties' representatives, so designated by the Parties by notice given in accordance with Subsection 19.1.

15.2 If the Parties cannot resolve a Dispute satisfactorily within fifteen (15) days after receipt of the initial notice required by Subsection 15.1, either Party may thereafter deliver to the other Party notice initiating the dispute resolution procedures set forth in this Subsection 15.2. Such notice shall (i) contain a detailed description of the issues in Dispute, (ii) identify the senior officers or administrators authorized to settle the Dispute, and (iii) propose a date or dates, not less than thirty (30) days from the date such notice, that such officers or administrators are available for a meeting to resolve such Dispute. The recipient Party shall, within three (3) business days following receipt of the Dispute notice, provide to the notifying Party a parallel schedule of availability of the recipient Party's senior officers or administrators duly authorized to settle the Dispute. Following delivery of the respective senior officers' or administrators' schedules of availability, the senior officers or administrators so designated shall meet and confer, as often as they deem reasonably necessary during the remainder of the thirty (30) day period, in good-faith negotiations to resolve the Dispute to the satisfaction of both Parties.

15.3 If at any time after the expiration of such thirty (30) day period the City shall determine that continued negotiations with PSE will not result in a resolution of the issue or issues in Dispute, and if the City reasonably believes that PSE is then in default of its obligations under this Franchise, then the City may serve upon PSE a written order to comply with the provisions of this Franchise pursuant to Section 16 "Default."

15.4 Except as otherwise provided in Subsection 15.3, the Parties intend that the procedures of this Section 15 be exhausted before a Party exercises any other right or remedy available under this Franchise or Law. The Parties hereby reserve any and all such rights and remedies.

Section 16. Default.

If PSE shall fail to comply with the provisions of this Franchise, the City may serve upon PSE a written order to so comply within sixty (60) days from the date such order is received by PSE. If PSE is not in compliance with this Franchise after expiration of said sixty (60) day period, the City

may, by ordinance, declare an immediate forfeiture of this Franchise; provided, however, if any failure to comply with this Franchise by PSE cannot be corrected with due diligence within said sixty (60) day period (PSE's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which PSE may so comply shall be extended for such time as may be reasonably necessary and so long as PSE commences promptly and diligently to effect such compliance.

Section 17. Franchise Term.

This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from and after the Effective Date.

Section 18. Assignment.

PSE shall not assign this Franchise to any unaffiliated third party without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, PSE shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits, and privileges in and under this Franchise for the benefit of bondholders.

Section 19. Miscellaneous.

19.1 Unless otherwise specifically provided by this Franchise, all notices, consents, requests, demands, or other communications required or permitted by this Franchise must be in writing and given by personal delivery, email, or certified mail and shall be sent to the respective Parties as follows:

To PSE: Brandon Leyritz
Municipal Liaison Manager
East King and Sound Transit
Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
Brandon.Leyritz@pse.com

To City: Mark Rigos, P.E.
Public Works Director
920 SE Cedar Falls Way
North Bend, WA 98045
Mrigos@northbendwa.gov

Any such communication by a Party shall be deemed to have been received by the other Party (i) upon the delivery date received by the intended recipient if delivered by hand; (ii) five (5) business days after it is sent by certified mail, postage prepaid; or (iii) if sent by email transmission, when dispatched and acknowledged by the recipient as having been received in full and in legible form. A Party may change its address for purposes of this Subsection 19.1 by giving written notice of such change to the other Party in the manner provided in this Subsection 19.1.

19.2 The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs. Terms defined in a given number, tense, or form shall have the corresponding meaning when used in this Franchise with initial capitals in another number, tense, or form. References containing terms such as "hereof," "herein," "hereto," "hereinafter," and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Franchise taken as a whole. "Includes" or "including" shall not be deemed limited by the specific enumeration of items, but shall be deemed without limitation. The term "or" is not exclusive.

19.3 Any provisions of this Franchise prohibited or rendered unenforceable by any Law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Franchise. In such event, the remainder of this Franchise will remain valid and enforceable. Upon such determination that any term or other provision is prohibited or rendered unenforceable, the Parties shall negotiate in good faith to modify this Franchise so as to maintain the original intent of the Parties as closely as possible in an acceptable manner to the end that rights and obligations contemplated under this Franchise are fulfilled to the greatest extent possible.

19.4 This Franchise may be amended only by written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with Law. This Franchise constitutes the entire agreement between the Parties, and supersedes all other prior agreements and understandings, oral and written, between the Parties, with respect to the subject matter hereof.

19.5 Nothing in this Franchise shall be construed to create any rights or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise shall not confer any right or remedy upon any person other than the City and PSE. No action may be commenced or prosecuted against either the City or PSE by any third party claiming as a third-party beneficiary of this Franchise.

19.6 The Parties shall act in good faith and use commercially reasonable efforts to carry out their respective obligations under this Franchise. The failure of either Party to insist on or enforce strict performance of any provision of this Franchise or to exercise any right or remedy under this Franchise or Law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right, or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

19.7 This Franchise shall be governed by, subject to, and construed under the laws of the State of Washington. This Franchise is subject to the provisions of any applicable tariff on file with the WUTC or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control.

19.8 All terms and conditions of this Franchise that must be reasonably construed to survive the expiration or termination of this Franchise in order to give full force and effect to the intent of the Parties as set forth herein shall survive the expiration or termination of this Franchise, regardless of whether such survival is expressly specified herein.

HONORABLE MAYOR AND CITY COUNCIL
CITY OF NORTH BEND, WASHINGTON

WHEREAS, the City Council of the City of North Bend, Washington, has granted a franchise to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, by enacting Ordinance No. _____, bearing the date of _____, 2023; and

WHEREAS, a copy of said Ordinance granting said franchise was received by the Puget Sound Energy, Inc. on _____, 2023, from said City of North Bend, King County, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of North Bend, King County, Washington.

IN TESTIMONY WHEREOF said Puget Sound Energy, Inc. has caused this written Acceptance to be executed in its name by its undersigned _____ thereunto duly authorized on this _____ day of _____, 2023.

ATTEST: PUGET SOUND ENERGY, INC.

By:

Copy received for City of _____
on _____, 2023

By: _____
City Clerk