



## CITY COUNCIL MEETING\*

July 18, 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	Workstudy of May 23, 2023, Council Meeting of June 20, 2023 & Workstudy of June 27, 2023		1
2) Payroll	June 20, 2023 – 28659 through 28665, in the amount of \$288,445.55		
	July 5, 2023 – 28666 through 28673, in the amount of \$391,850.27		
3) Checks	July 4, 2023 – 74207 through 74279, in the amount of \$841,497.41		
	July 18, 2023 – 74280 through 74322, in the amount of \$758,734.92		
4) AB23-080	Resolution – Accepting Cascade Canyon Infrastructure Improvements	Mr. Rigos	11
5) AB23-081	Motion – Authorizing Contract with G&O for Boxley Creek Salla Intertie	Mr. Rigos	35
6) AB23-082	Motion – Authorizing Contract with SAM for Survey Related Services	Mr. Rigos	43
7) AB23-083	Motion – Authorizing CO #1 with Permabuilt	Mr. Rigos	49
8) AB23-084	Motion – Approving TIB Match for 2023 NB Way Overlay Project	Mr. Rigos	55

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

### ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

9) Presentation	Vision 2050 Award	Mr. Brown, PSRC Executive Director
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### COMMISSION AND COMMITTEE REPORTS:

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

### INTRODUCTIONS:

10) AB23-085	Motion – Authorizing Lease with WA State Dept. of Fish & Wildlife	Mr. Rigos	61
11) AB23-086	Motion – Authorizing Purchase of Street Sweeper	Mr. Rigos	77

**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.)

### ADJOURNMENT:



**\*PLEASE NOTE:** Members of the public may choose to attend in person or by teleconference. It is strongly encouraged that members of the public that are attending by teleconference provide comments in advance of the meeting. Please email comments on any agenda items prior to the meeting to the City Clerk at [soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov). Please provide comments by 5 p.m., Tuesday, July 18, 2023 so a copy can be provided to the City Council prior to the meeting.

Those wishing to access the meeting by teleconference 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 OF NORTH BEND  
CITY COUNCIL WORKSTUDY NOTES  
**May 23, 2023 – 7:00 p.m.**

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

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

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

**Staff Present:** Mayor Rob McFarland, Deputy City Administrator/Public Works Director Mark Rigos, Community and Economic Development Director Rebecca Deming, Principal Planner Mike McCarty, Economic Development Manager Mark Noll, Communications Manager Bre Keveren and Deputy City Clerk Jennifer Bourlin.

**Guests Present (all remote):** Vinita Sidhu, Clayton Beaudoin, Ryan Storkman, Alison Maitland Scheetz and Sara Canapea from Site Workshop

Mayor McFarland provided updates on the Comprehensive Plan Update that was mailed on May 23, 2023 to all property owners in the City, Snoqualmie/North Bend Police's first arrest under the new vehicle trespass law and the agreement with Sallal Water Association for the wholesale supply of water.

**Future Workstudies in 2023:**

Mayor McFarland discussed future workstudy topics and drafted topics for the remainder of 2023.

- June
  - Tumwater National Guard Tour – June 3<sup>rd</sup>
  - Seattle Public Utilities Cedar River Watershed Tour – June 6<sup>th</sup>
  - OPMA Training – June 27<sup>th</sup>
- July 25<sup>th</sup>
  - Complete Streets & Taylor Park, Riverfront Park & McClellan Avenue Site Workshop Presentation including citizen feedback
- August 29<sup>th</sup>
  - Tour of Developments & Design Standards Discussion
- September 26<sup>th</sup>
  - Land Use & Housing Comp Plan Update
- October 24<sup>th</sup>
  - Budget Workshop
- November 28<sup>th</sup>
  - East Water Reservoir Location Update & Water Service Area Expansion
- December 26<sup>th</sup> – Topic Not Determined/Cancel?

Items not scheduled as of this time: Fiscal Sustainability Study, Si View MPD & City Partnership, Town Hall Topics, 2<sup>nd</sup> Council Retreat, Police Services and Downtown Affordability Housing Project Update. The Water Conservation Ordinance Update topic was changed to a Public Works report post mitigation season.

### **Riverfront Park and William H. Taylor Park Presentation**

Principal Planner Mike McCarty reviewed the updated design for improving the crossing to Riverfront Park due to it being a state route, removed the recreation focus and incorporated river front access into one of the other concepts. At WH Taylor Park there was direction to consider alignment of the tracks and potentially repositioning the Train Depot.

Consultants Ryan Storkman and Clayton Beaudoin of Site Workshop reviewed different concepts for Riverfront Park. They had a few minor revisions including crossing and pedestrian signalization options, crossing near the bridge on Bendigo, sidewalk improvements and engaging WSDOT. They reviewed the updates for the history and nature focus options. The history focus was similar and they clarified the intent on the NE corner to include a land swap to access the area near the WH Taylor foundation and create an entry into the park. The Nature focus now includes a riverfront access trail along with site furnishings and a light touch woodchip trail.

It was noted that design options including a tabletop crossing, artistic crossing or some kind of signalization were all feasible at the design level and that all options would have to go through review with WSDOT. WSDOT has limited purview because it is a portion of a state route that is managed by the City but will still require review by WSDOT.

Consultant Alison Maitland Scheetz of Site Workshop presented different options for WH Taylor Park. Suggestions included options to strengthen the connection between Ballarat Avenue and McClellan Street to make it more pedestrian friendly, including options for vehicular parking and traffic flow. The train track realignment was also discussed as well as land acquisition to increase the size of the park.

### **Economic Development Action Plan**

Council agreed to minor text revisions reflected in the Economic Development Action Plan and reached consensus to place the Action Plan on the consent agenda for approval at the June 6, 2023 Council meeting.

### **Adjournment**

The workstudy closed at 8:42 p.m.

ATTEST:

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Heather Koellen, Councilmember

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Jennifer Bourlin, Deputy City Clerk

## NORTH BEND CITY COUNCIL MINUTES

June 20, 2023

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

## CALL TO ORDER, ROLL CALL:

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

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

Councilmember Gothelf **MOVED**, seconded by Councilmember Rosen, to move AB23-072 – Motion Authorizing Lease with Snoqualmie Valley Historical Society and AB23-073 – Motion Authorizing Lease with North Bend Downtown Foundation from the Consent Agenda to the Main Agenda for discussion. The motion **PASSED** 7-0.

## CONSENT AGENDA:

**Minutes** – City Council Meeting of June 6, 2023

**Payroll – June 5, 2023 – 28652** through **28658**, in the amount of **\$354,136.02**

**Checks – June 20, 2023 – 74157** through **74206**, in the amount of **\$1,083,076.35**

**AB23-074** – Motion Authorizing Separation Agreement

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

## CITIZEN'S COMMENTS:

**Debra Landers**, 14615 438<sup>th</sup> Ave. SE, invited all to attend North Bend Art & Industry's Open House & Ribbon Cutting event at their new location (209 Main Ave. S.) on Saturday, June 24<sup>th</sup> from 4 to 7 p.m. Additionally, she noted a Train Art Festival was being planned for Saturday, September 23<sup>rd</sup> in Snoqualmie and North Bend.

**Beth Burrows**, 312 NE 6<sup>th</sup> Street, North Bend Downtown Foundation, thanked Public Works staff for the recent addition of flower baskets and planters in Downtown.

## COMMISSION AND COMMITTEE REPORTS:

**Community & Economic Development Committee** – Councilmember Miller, Chair  
A report of the June 20<sup>th</sup> meeting was provided.

**Finance & Administration Committee** – Councilmember Gothelf, Chair  
A report of the June 13<sup>th</sup> meeting was provided.

**Public Health & Safety Committee** – Councilmember Rosen, Chair  
No report. The June 6<sup>th</sup> meeting was cancelled.

**Transportation & Public Works Committee** – Councilmember Loudenback, Chair  
A report of the May 23<sup>rd</sup> meeting was provided.

**Council Workstudy** – Mayor Pro Tem Koellen  
A report of the May 23<sup>rd</sup> meeting was provided.

**Planning Commission**  
A report of the May 17<sup>th</sup> meeting was provided.

**Parks Commission**  
A report of the May 24<sup>th</sup> meeting was provided.

**Economic Development Commission**  
A report of the May 23<sup>rd</sup> meeting was provided.

**Eastside Fire & Rescue Board Meeting** – Councilmember Gothelf  
A report of the June 8<sup>th</sup> meeting was provided.

**Sound Cities Association Public Issues Committee** – Councilmember Loudenback  
A report of the June 14<sup>th</sup> meeting was provided.

**Sound Cities Association Board of Health** – Councilmember Koellen  
A report of the June 15<sup>th</sup> meeting was provided.

**MAIN AGENDA:**

**AB23-075 – Public Hearing Cont., Resolution 2071 Adopting Six Year TIP 2024-2029** **Audio: 16:13**

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

**Mayor Pro Tem Koellen noted the Public Hearing on a Resolution Adopting the Six Year TIP 2024-2029 was opened at the May 16, 2023 City Council meeting and continued to tonight's meeting.**

**There was no public comment and Mayor Pro Tem Koellen closed the Public Hearing at 7:19 p.m.**

Councilmember Loudenback **MOVED**, seconded by Councilmember Miller to approve AB23-075, a resolution adopting the 6-Year Transportation Improvement Plan 2024 – 2029, as a final reading. The motion **PASSED** 7-0.

**AB23-076** – Resolution 2072 Authorizing Parks Element Adoption for 2024 Comprehensive Plan

Audio: 21:19

Principal Planner McCarty provided the staff report.

Councilmember Miller **MOVED**, seconded by Councilmember Elwood to approve AB23-076, a resolution authorizing adoption of the Parks Element Update for the 2024 North Bend Comprehensive Plan, as a first and final reading. The motion **PASSED** 7-0.

**AB23-077** – Motion Authorizing Payment to Si View MPD for Tenant Trailhead Park Phase 2

Audio: 25:36

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

Councilmember Loudenback **MOVED**, seconded by Councilmember Elwood to approve AB23-077, authorizing the Mayor to issue payment to Si View MPD when 75% of the Phase 2 Park Construction is completed in an amount not to exceed \$350,000 for Phase 2 Construction of Tenant Trailhead Park Project. The motion **PASSED** 7-0.

**AB23-078** – Motion Approving Housing Action Plan

Audio: 33:40

Community & Economic Development Director Deming provided the staff report.

Councilmember Miller **MOVED**, seconded by Councilmember Rosen to approve AB23-078, approving the Housing Action Plan.

Councilmember Rosen **MOVED**, seconded by Councilmember Elwood to amend the motion to reschedule consideration of approval of the Housing Action Plan to September 19, 2023. The motion **PASSED** 4-3 (Joselyn, Koellen, Loudenback).

The main motion then **PASSED AS AMENDED** 5-2 (Joselyn & Koellen abstained).

**AB23-079** – Motion Authorizing 2<sup>nd</sup> Amendment with DNR Regarding Dahlgren Family Park

Audio: 1:08:11

Principal Planner McCarty provided the staff report. Laura Cooper from Washington State Department of Natural Resources was on hand to answer questions.

Councilmember Gothelf **MOVED**, seconded by Councilmember Joselyn to approve AB23-079, authorizing the Second Amendment to the ILA between the City and Washington State Department of Natural Resources for the implementation and management of the RCO WWRP Grant for improvements along the Middle Fork of the Snoqualmie River, DNR Agreement Number 93-100446. The motion **PASSED** 7-0.

**AB23-072 – Motion Authorizing Lease with Snoqualmie Valley Historical Society** **Audio: 1:21:25**

City Administrator Miller provided the staff report.

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve AB23-072, authorizing the Mayor to execute the restated lease with the Snoqualmie Valley Historical Society, in a form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

**AB23-073 – Motion Authorizing Lease with North Bend Downtown Foundation** **Audio: 1:30:48**

Community & Economic Development Director Deming provided the staff report.

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve AB23-073, authorizing the Mayor to execute a Lease Agreement with the North Bend Downtown Foundation for the Train Depot, in a form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

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

Councilmember Gothelf thanked Mayor Pro Tem Koellen for chairing tonight's meeting and thanked staff for indulging Council on the Consent Agenda items that were moved to the Main Agenda for discussion.

Councilmember Miller congratulated Class of 2023 graduates.

Councilmember Elwood echoed Councilmember Miller's comments and thanked Mayor Pro Tem Koellen for chairing tonight's meeting. Additionally, he thanked staff for their hard work on items that come before Council but requested that processes related those items not be circumvented for the sake of efficiency.

Councilmember Joselyn echoed Councilmember Elwood's comments on staff effort on agenda items and noted the 436<sup>th</sup> Roundabout was complete. He commented on the increased recreation activities in the City including the recent ribbon cutting event for the new Tollgate Farm Park Barn and mentioned recent sidewalk improvement projects.

Councilmember Rosen echoed fellow Councilmember comments to the Mayor Pro Tem and congratulated Class of 2023 graduates including his son Ryan. Additionally, he thanked Councilmember Elwood for his comments and thanked Public Works Director Rigos and Public Works staff members for their hard work on the New Si View Neighborhood sidewalk improvements.

Councilmember Loudenback congratulated Class of 2023 graduates and encouraged all to enjoy the upcoming Independence Day holiday.

Mayor Pro Tem Koellen spoke regarding the following items:

- June 30<sup>th</sup> Application Deadline for Youth Parks Commission Vacancy
- North Bend Downtown Block Party – July 15<sup>th</sup> Noon to 10 p.m.
- Cancellation of July 4, 2023 City Council meeting

**ADJOURNMENT:**

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

The meeting adjourned at 8:43 p.m.

ATTEST:

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Heather Koellen, Mayor Pro Tem

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Susie Oppedal, City Clerk



CITY OF NORTH BEND  
CITY COUNCIL WORKSTUDY NOTES

June 27, 2023 – 7:00 p.m.

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

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

**Councilmembers Present:** Brenden Elwood, Alan Gothelf, Heather Koellen, Ross Loudenback, Mary Miller and Jonathan Rosen were present. Councilmember Mark Joselyn was absent.

**Commissioners Present:** Planning Commissioners Suzan Torguson, Juliano Pereira, James Boevers, Olivia Moe; Parks Commissioners Tim Talevich, Minna Rudd, Kyle Braun, Eric Thompson (remote); Economic Development Commissioners Christina Rustik and Beth Burrows.

**Staff Present:** Mayor Rob McFarland, City Administrator David Miller, Deputy City Administrator/Public Works Director Mark Rigos (remote), Community and Economic Development Director Rebecca Deming, IT Manager Phil Davenport and Deputy City Clerk Jennifer Bourlin.

### Open Public Meetings Act Training

City Attorney Hillary Evans conducted Open Public Meetings Act and Council's role training. Topics included general roles, Councilmember responsibilities, RCW 42.30.010 Legislative declaration, meeting guidelines, social media, open government overviews and general principles, subcommittee meetings, case law examples, executive sessions, penalties, ethics refresher, training requirements and resources.

### Adjournment

The workstudy closed at 8:01 p.m.

ATTEST:

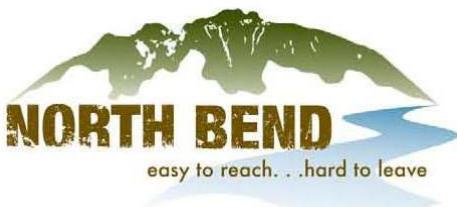
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Heather Koellen, Mayor Pro Tem

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Jennifer Bourlin, Deputy City Clerk





# City Council Agenda Bill

SUBJECT:	Agenda Date: July 18, 2023	AB23-080
<b>Resolution Accepting Ownership of the Infrastructure Improvements from Toll Brothers, Inc for Cascade Canyon Phases 1 and 2, 132-Lot Subdivision</b>	Department/Committee/Individual	
Cost Impact: N/A	Mayor Rob McFarland	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Lisa Marshall	X
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance –	
	Public Works – Mark Rigos	

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

## SUMMARY STATEMENT:

In December 2015, the City of North Bend's Hearing Examiner granted applicant and property owner Mark Segale Preliminary Plat Approval for the proposed Segale 152-lot subdivision. In 2017, Mark Segale sold the subject property to Toll Brothers, Inc ("Developer"). The Developer split the project into three separate phases. Phase 3 was sold by the Developer to Murray Franklyn Homes. The Developer retained Phases 1 and 2 for a total of 132 lots.

Key project completion dates include the following:

- Cascade Canyon Phase 1 (68 lots):
  - Preliminary Plat Approval March 2, 2015
  - Developer Extension Agreement Authorization, August 21, 2018
  - Engineering Plan Approval, December 12, 2018
  - Final Plat Approval, January 8, 2019
- Cascade Canyon Phase 2 (64 lots):
  - Preliminary Plat Approval March 2, 2015
  - Developer Extension Agreement Authorization, August 21, 2018
  - Engineering Plan Approval, February 20, 2020
  - Final Plat Approval, February 4, 2020

The developer has completed all infrastructure and utility punch-list items, and as-builts, and provided a GIS disk to the City as required by the North Bend Municipal Code. Also, the developer has provided a Bill of Sale for sewer collection / conveyance, and storm drainage system improvements, and for curb and street paving improvements (collectively "Infrastructure Improvements").

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:** The constructed improvements meet North Bend Design Standards.

**COMMITTEE REVIEW AND RECOMMENDATION:** This item was brought up during the Transportation and Public Works Committee meeting on June 27, 2023 and was recommended for approval and placement on the Consent Agenda.

# City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB23-080, a resolution accepting ownership of the Infrastructure Improvements from Toll Brothers Inc. for Cascade Canyon Phases 1 and 2, 132-Lot Subdivision.**

## RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 18, 2023		

# RESOLUTION

## A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING OWNERSHIP OF INFRASTRUCTURE IMPROVEMENTS FROM TOLL BROTHERS, INC. FOR THE CASCADE CANYON PHASES 1 AND 2, 132-LOT SUBDIVISION

**WHEREAS**, in December 2015, Mark Segale was granted preliminary plat approval for a proposed 152-lot subdivision and later sold the property to Toll Brothers, Inc. (“Developer”), who split the project known as Cascade Canyon Subdivision (“Project”) into three separate phases. The Developer sold Phase 3 to Murray Franklyn Homes, and retained Phases 1 and 2 consisting of 132 lots; and

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

**WHEREAS**, the Developer desires to transfer to the City, and the City desires to accept, ownership of the Infrastructure Improvements for Cascade Canyon Phases 1 and 2 Subdivisions 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 Toll Brothers, Inc. of the Infrastructure Improvements identified in the construction cost schedule attached hereto as Exhibit A for the Cascade Canyon Phases 1 and 2 Subdivision Project.

**Section 2.** The Mayor is authorized to execute the Bill of Sale accepting the Infrastructure Improvements on behalf of the City of North Bend, in the form attached hereto as Exhibit

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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 18<sup>TH</sup> DAY OF  
JULY, 2023.**

**CITY OF NORTH BEND:**

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**Rob McFarland, Mayor**

**APPROVED AS TO FORM:**

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**Lisa Marshall, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:

Posted:

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**Susie Oppedal, City Clerk**

Onsite Storm PH1		QTY	Unit Price	Total
Type I - CB	EA	11.00	\$899.37	\$ 9,893.07
Type II - 48" CB	EA	3.00	\$3,213.52	\$ 9,640.56
Type II CB with Birdcage	EA	2.00	\$4,171.47	\$ 8,342.94
Driveway and Crosswalk Culverts	LF	1003.00	\$58.10	\$ 58,274.30
6" Clean Outs	EA	27.00	\$496.51	\$ 13,405.77
6" Plastic Pipe	LF	840.00	\$19.42	\$ 16,312.80
12" Plastic pipe	LF	585.00	\$25.08	\$ 14,671.80
24" D.I. Pipe	LF	139.00	\$128.88	\$ 17,914.32
36" Plastic Pipe	LF	1.00	\$109.72	\$ 109.72
Trash Rack	EA	38.00	\$309.53	\$ 11,762.14
Rip-Rap	TON	10.00	\$20.92	\$ 209.20
Biochannel Installation	LF	2343.00	\$19.53	\$ 45,758.79
Storm - Import Select	TON	50.00	\$25.57	\$ 1,278.50
Curb Inlet w/Beehive	EA	19.00	\$650.00	\$ 12,350.00
Type I CB	EA	7.00	\$973.79	\$ 6,816.53
48" SDMH	EA	6.00	\$3,775.82	\$ 22,654.92
60" SDMH	EA	3.00	\$4,780.00	\$ 14,340.00
72" SDMH	EA	2.00	\$7,250.00	\$ 14,500.00
84" SDMH	EA	1.00	\$8,750.00	\$ 8,750.00
96" SDMH	EA	1.00	\$12,400.00	\$ 12,400.00
36" ADS SD	LF	604.00	\$127.70	\$ 77,130.80
12" DI SD	LF	180.00	\$67.35	\$ 12,123.00
6" PVC yard Drains	LF	1157.00	\$52.65	\$ 60,916.05
1'x1' Rock Pads	EA	14.00	\$125.00	\$ 1,750.00
2'x2'x1' Splash Pads	EA	26.00	\$165.00	\$ 4,290.00

Onsite Sewer PH1				
48" Manhole	EA	24.00	\$3,586.59	\$ 86,078.16
6" PVC Pipe 2774 LF	EA	73.00	\$1,016.94	\$ 74,236.62
8" PVC Pipe	LF	3182.00	\$35.29	\$ 112,292.78
6" Clean Outs	EA	73.00	\$271.88	\$ 19,847.24

Surfaces PH1				
4" ATB Paving - Base Lift	SY	8295.00	\$18.60	\$ 154,287.00
3" HMA Paving Top lift	SY	8295.00	\$17.84	\$ 147,982.80
Survey Monuments	EA	22.00	\$610.04	\$ 13,420.88
thickened Edge Asphalt Tract A1, A2	LF	260.00	\$4.01	\$ 1,042.60
Vertical Curb	LF	7375.00	\$18.63	\$ 137,396.25
5'x4' Sidewalks Single Ribbon	SY	828.00	\$37.66	\$ 31,182.48

5'x4' Sidewalks Double Ribbon	SY	2478.00	\$37.66	\$ 93,321.48
Mailbox Pads	EA	3.00	\$348.66	\$ 1,045.98
Drivew Approaches - Concrete	SY	2356.00	\$46.55	\$ 109,671.80
ADA Ramps domes	SF	260.00	\$40.68	\$ 10,576.80
Pedestrian Curbs	LF	760.00	\$20.92	\$ 15,899.20
Striping	LS	8199.00	\$1.16	\$ 9,510.84
No Parking Signs	EA	40.00	\$351.22	\$ 14,048.80
Permanent Signs	EA	14.00	\$467.49	\$ 6,544.86

## Onsite Storm PH2

Type I - CB	EA	8.00	\$961.51	\$ 7,692.08
Type I - CB with Beehive	EA	4.00	\$2,016.00	\$ 8,064.00
Type II - 48" CB	EA	2.00	\$3,432.00	\$ 6,864.00
Curb Inlet	EA	13.00	\$1,806.23	\$ 23,480.99
6" Clean Outs	EA	23.00	\$536.00	\$ 12,328.00
6" Plastic Pipe	LF	795.00	\$20.82	\$ 16,551.90
12" Plastic Pipe	LF	324.00	\$26.53	\$ 8,595.72
12" D.I. Pipe	LF	1070.00	\$64.28	\$ 68,779.60
Biochannel Installation	LF	1136.00	\$20.86	\$ 23,696.96

## Onsite Sewer PH2

48" Manhole	EA	10.00	\$3,827.00	\$ 38,270.00
6" PVC Pipe	LF	2146.00	\$41.23	\$ 88,479.58
8" PVC Pipe	LF	1982.00	\$37.91	\$ 75,137.62
6" Clean Outs	EA	60.00	\$291.03	\$ 17,461.80

## Surfaces PH2

6" Ballast	TONS	2670.00	\$19.00	\$ 50,730.00
4" ATB Paving - Base Lift	SY	7193.00	\$19.65	\$ 141,342.45
3" HMA Paving - Top Lift	SY	7193.00	\$18.85	\$ 135,588.05
Survey Monuments	EA	9.00	\$667.00	\$ 6,003.00
Curbs - Import Crushed Rock	TONS	200.00	\$19.00	\$ 3,800.00
Vertical Curb	LF	4600.00	\$18.69	\$ 85,974.00
Curb Cuts and scuppers	LF	46.00	\$50.00	\$ 2,300.00
Vertical Curb tract A3	LF	165.00	\$19.69	\$ 3,248.85
Sidewalks - Import Crushed Rock	TONS	414.00	\$19.65	\$ 8,135.10
5' X 4" Sidewalks	SF	15200.00	\$4.60	\$ 69,920.00
Drive Approaches - Import Crushed Rock	TONS	624.00	\$23.61	\$ 14,732.64
Driveway Approaches - Concrete	SF	22905.00	\$5.65	\$ 129,413.25
ADA Ramps	SF	210.00	\$42.98	\$ 9,025.80
pedestrian curb ramp	LF	680.00	\$24.56	\$ 16,700.80
No parking signs	EA	27.00	\$395.00	\$ 10,665.00
Permanent Signage	LS	1.00	\$5,500.00	\$ 5,500.00

## Intersection Storm

Type I - Catch Basin	EA	2.00	\$1,200.00	\$ 2,400.00
12" Plastic Pipe	LF	15.00	\$54.32	\$ 814.80

12" DI Pipe	LF	151.00	\$77.36	\$ 11,681.36
Rip-Rap Outfall	TON	30.00	\$37.97	\$ 1,139.10
Type 1L Catch Basin	EA	2.00	\$2,600.00	\$ 5,200.00
15" ADS Pipe	LF	68.00	\$63.77	\$ 4,336.36
Bio Swale Grading / Including Soil Place	LF	210.00	\$22.00	\$ 4,620.00

## Intersection Surfaces

6" Ballast	TON	405.00	\$23.41	\$ 9,481.05
4" Crush Base Course	TON	253.00	\$34.40	\$ 8,703.20
2" Crush Base Course	TON	152.00	\$36.30	\$ 5,517.60
3" HMA Paving - Top Lift	SY	2180.00	\$25.80	\$ 56,244.00
Curbs Vertical & Gutter	LF	485.00	\$27.76	\$ 13,463.60
Curb Cuts	LEA	4.00	\$406.00	\$ 1,624.00
Guard Rail Installation	LF	125.00	\$165.00	\$ 20,625.00
Sidewalks - Import Crushed Rock	Ton	100.00	\$36.30	\$ 3,630.00
Sidewalks Concrete	SY	205.00	\$40.77	\$ 8,357.85
Handicap Ramps	EA	2.00	\$575.00	\$ 1,150.00
Striping	LS	1.00	\$5,500.00	\$ 5,500.00
Thermoplast Arrows	EA	4.00	\$800.00	\$ 3,200.00
Thermoplast Crosswalk	EA	1.00	\$3,500.00	\$ 3,500.00
Thermoplast Strop Bar	EA	1.00	\$750.00	\$ 750.00
Street & No parking Signs	LS	1.00	\$1,750.00	\$ 1,750.00

## Tanner Road Surfaces

Paving Fine Grade	LS	1.00	\$15,000.00	\$ 15,000.00
3" HMA Paving Top Lift	SY	320.00	\$25.80	\$ 8,256.00
Grinding	SY	1.00	\$90.00	\$ 90.00
2" Overlay	SY	1990.00	\$25.80	\$ 51,342.00
Paving Saw Cuts	LF	1100.00	\$11.23	\$ 12,353.00
Asphalt Curb	LF	985.00	\$26.39	\$ 25,994.15
Offsite Curb	LF	180.00	\$20.17	\$ 3,630.60
Offsite Ribbon Sidewalk	SY	100.00	\$40.77	\$ 4,077.00
Offsite Wheel Stops	EA	22.00	\$150.00	\$ 3,300.00

Sum \$ 2,880,193.64



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 document1. Toll Brothers Inc., \_\_\_\_\_

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

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

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

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

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

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

Por. of Sec. 13, Twp. 23 N., Rge. 8 E., W.M.

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

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

142226-0650

 **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:** Toll Brothers Inc.

**Grantee:** City of North Bend

**Legal Description:** See Attached Exhibit C

**Abbreviated Legal:** Por. of Sec. 13, Twp. 23 N., Rge. 8 E., W.M.

**Tax Parcel Identification Number:** 142226-0650

**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, Toll Brothers Inc. a Pennsylvania 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 wastewater collection system, storm drainage system, and curbs and street paving, all of which has been constructed and installed in the subdivision commonly known as Cascade Canyon Phase 1, Final Plat King County Rec Number 20191114001067, Cascade Canyon Phase 2, Final Plat King County Recording Number 20201113003052, and existing public right of way of SE Tanner Road ("Project"):

**Wastewater Collection System:**

Approximately 2,390 lineal feet of 8-inch diameter sewer main and other applicable wastewater facilities and appurtenances were constructed in the Project, and within SE Tanner Road which will be owned and maintained by the City.

Side sewers shall be owned and maintained by the property owner for which they serve.

**Storm Drainage System:**

Approximately 544 lineal feet of 36-inch diameter stormwater mains, 105 lineal feet of 24-inch diameter stormwater mains, 1,120 lineal feet of 12-inch diameter stormwater mains, 1,400 lineal feet of 6-inch diameter stormwater mains (conveyance), 29,500 square feet of stormwater bio-retention swales (water quality treatment), yards drains, catch basins, and storm drainage manholes (collection), and other stormwater appurtenances were constructed as part of the Project and along SE Tanner Road.

Stormwater conveyance, collection, and other stormwater appurtenances located within the Project road prism (road prism is defined as back of curb to back of curb or edge of pavement to edge of pavement on public streets), SE Tanner Road, public easements, and public tracts dedicated to the City, shall be owned and maintained by the City.

Stormwater conveyance, collection, and other stormwater appurtenances located outside of the road prism shall be owned and maintained by the Project Homeowner's Association.

Stormwater bioretention water quality treatment facilities, water quality treatment landscaping and soil, and associated stormwater appurtenances located outside of the road prism within the Project shall be owned and maintained by the Project Homeowner's Association.

Stormwater conveyance, collection, stormwater bioretention water quality treatment and other stormwater appurtenances located in SE Tanner Road right of way shall be owned and maintained by the City.

Curbs and Street Paving:

Approximately 7,800 lineal feet of vertical curb/gutter, paving, and street signs were constructed or installed as part of the project.

Vertical curb/gutter, paving, and street signs located in the Project public right-of-way, public easements, and SE Tanner Road shall be owned and maintained by the City.

Paving and street signs located in private tracts or private easements shall be owned and maintained by the Project Homeowner's Association.

Landscape strips and streetlights located within the Project shall be owned and maintained by the Project Homeowner's Association.

Street lights located in SE Tanner Road shall be owned and maintained by the City.

Sidewalks shall be owned and maintained by the Project Homeowner's Association or the adjacent property owner for which the sidewalk fronts.

Damage to any improvements in the road prism caused by failure to maintain landscape strips, street trees, sidewalks, streetlights and/or associated facilities located outside the road prism shall be reconstructed, removed or replaced by the Project Homeowner's Association and/or adjacent landowner.

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:

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

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

(Stamp) \_\_\_\_\_

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

NOTARY PUBLIC in and for the State of Washington

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

Onsite Storm PH1		QTY	Unit Price	Total
Type I - CB	EA	11.00	\$899.37	\$ 9,893.07
Type II - 48" CB	EA	3.00	\$3,213.52	\$ 9,640.56
Type II CB with Birdcage	EA	2.00	\$4,171.47	\$ 8,342.94
Driveway and Crosswalk Culverts	LF	1003.00	\$58.10	\$ 58,274.30
6" Clean Outs	EA	27.00	\$496.51	\$ 13,405.77
6" Plastic Pipe	LF	840.00	\$19.42	\$ 16,312.80
12" Plastic pipe	LF	585.00	\$25.08	\$ 14,671.80
24" D.I. Pipe	LF	139.00	\$128.88	\$ 17,914.32
36" Plastic Pipe	LF	1.00	\$109.72	\$ 109.72
Trash Rack	EA	38.00	\$309.53	\$ 11,762.14
Rip-Rap	TON	10.00	\$20.92	\$ 209.20
Biochannel Installation	LF	2343.00	\$19.53	\$ 45,758.79
Storm - Import Select	TON	50.00	\$25.57	\$ 1,278.50
Curb Inlet w/Beehive	EA	19.00	\$650.00	\$ 12,350.00
Type I CB	EA	7.00	\$973.79	\$ 6,816.53
48" SDMH	EA	6.00	\$3,775.82	\$ 22,654.92
60" SDMH	EA	3.00	\$4,780.00	\$ 14,340.00
72" SDMH	EA	2.00	\$7,250.00	\$ 14,500.00
84" SDMH	EA	1.00	\$8,750.00	\$ 8,750.00
96" SDMH	EA	1.00	\$12,400.00	\$ 12,400.00
36" ADS SD	LF	604.00	\$127.70	\$ 77,130.80
12" DI SD	LF	180.00	\$67.35	\$ 12,123.00
6" PVC yard Drains	LF	1157.00	\$52.65	\$ 60,916.05
1'x1' Rock Pads	EA	14.00	\$125.00	\$ 1,750.00
2'x2'x1' Splash Pads	EA	26.00	\$165.00	\$ 4,290.00

Onsite Sewer PH1				
48" Manhole	EA	24.00	\$3,586.59	\$ 86,078.16
6" PVC Pipe 2774 LF	EA	73.00	\$1,016.94	\$ 74,236.62
8" PVC Pipe	LF	3182.00	\$35.29	\$ 112,292.78
6" Clean Outs	EA	73.00	\$271.88	\$ 19,847.24

Surfaces PH1				
4" ATB Paving - Base Lift	SY	8295.00	\$18.60	\$ 154,287.00
3" HMA Paving Top lift	SY	8295.00	\$17.84	\$ 147,982.80
Survey Monuments	EA	22.00	\$610.04	\$ 13,420.88
thickened Edge Asphalt Tract A1, A2	LF	260.00	\$4.01	\$ 1,042.60
Vertical Curb	LF	7375.00	\$18.63	\$ 137,396.25
5'x4' Sidewalks Single Ribbon	SY	828.00	\$37.66	\$ 31,182.48

5'x4' Sidewalks Double Ribbon	SY	2478.00	\$37.66	\$ 93,321.48
Mailbox Pads	EA	3.00	\$348.66	\$ 1,045.98
Drivew Approaches - Concrete	SY	2356.00	\$46.55	\$ 109,671.80
ADA Ramps domes	SF	260.00	\$40.68	\$ 10,576.80
Pedestrian Curbs	LF	760.00	\$20.92	\$ 15,899.20
Striping	LS	8199.00	\$1.16	\$ 9,510.84
No Parking Signs	EA	40.00	\$351.22	\$ 14,048.80
Permanent Signs	EA	14.00	\$467.49	\$ 6,544.86

## Onsite Storm PH2

Type I - CB	EA	8.00	\$961.51	\$ 7,692.08
Type I - CB with Beehive	EA	4.00	\$2,016.00	\$ 8,064.00
Type II - 48" CB	EA	2.00	\$3,432.00	\$ 6,864.00
Curb Inlet	EA	13.00	\$1,806.23	\$ 23,480.99
6" Clean Outs	EA	23.00	\$536.00	\$ 12,328.00
6" Plastic Pipe	LF	795.00	\$20.82	\$ 16,551.90
12" Plastic Pipe	LF	324.00	\$26.53	\$ 8,595.72
12" D.I. Pipe	LF	1070.00	\$64.28	\$ 68,779.60
Biochannel Installation	LF	1136.00	\$20.86	\$ 23,696.96

## Onsite Sewer PH2

48" Manhole	EA	10.00	\$3,827.00	\$ 38,270.00
6" PVC Pipe	LF	2146.00	\$41.23	\$ 88,479.58
8" PVC Pipe	LF	1982.00	\$37.91	\$ 75,137.62
6" Clean Outs	EA	60.00	\$291.03	\$ 17,461.80

## Surfaces PH2

6" Ballast	TONS	2670.00	\$19.00	\$ 50,730.00
4" ATB Paving - Base Lift	SY	7193.00	\$19.65	\$ 141,342.45
3" HMA Paving - Top Lift	SY	7193.00	\$18.85	\$ 135,588.05
Survey Monuments	EA	9.00	\$667.00	\$ 6,003.00
Curbs - Import Crushed Rock	TONS	200.00	\$19.00	\$ 3,800.00
Vertical Curb	LF	4600.00	\$18.69	\$ 85,974.00
Curb Cuts and scuppers	LF	46.00	\$50.00	\$ 2,300.00
Vertical Curb tract A3	LF	165.00	\$19.69	\$ 3,248.85
Sidewalks - Import Crushed Rock	TONS	414.00	\$19.65	\$ 8,135.10
5' X 4" Sidewalks	SF	15200.00	\$4.60	\$ 69,920.00
Drive Approaches - Import Crushed Rock	TONS	624.00	\$23.61	\$ 14,732.64
Driveway Approaches - Concrete	SF	22905.00	\$5.65	\$ 129,413.25
ADA Ramps	SF	210.00	\$42.98	\$ 9,025.80
pedestrian curb ramp	LF	680.00	\$24.56	\$ 16,700.80
No parking signs	EA	27.00	\$395.00	\$ 10,665.00
Permanent Signage	LS	1.00	\$5,500.00	\$ 5,500.00

## Intersection Storm

Type I - Catch Basin	EA	2.00	\$1,200.00	\$ 2,400.00
12" Plastic Pipe	LF	15.00	\$54.32	\$ 814.80

12" DI Pipe	LF	151.00	\$77.36	\$ 11,681.36
Rip-Rap Outfall	TON	30.00	\$37.97	\$ 1,139.10
Type 1L Catch Basin	EA	2.00	\$2,600.00	\$ 5,200.00
15" ADS Pipe	LF	68.00	\$63.77	\$ 4,336.36
Bio Swale Grading / Including Soil Place	LF	210.00	\$22.00	\$ 4,620.00

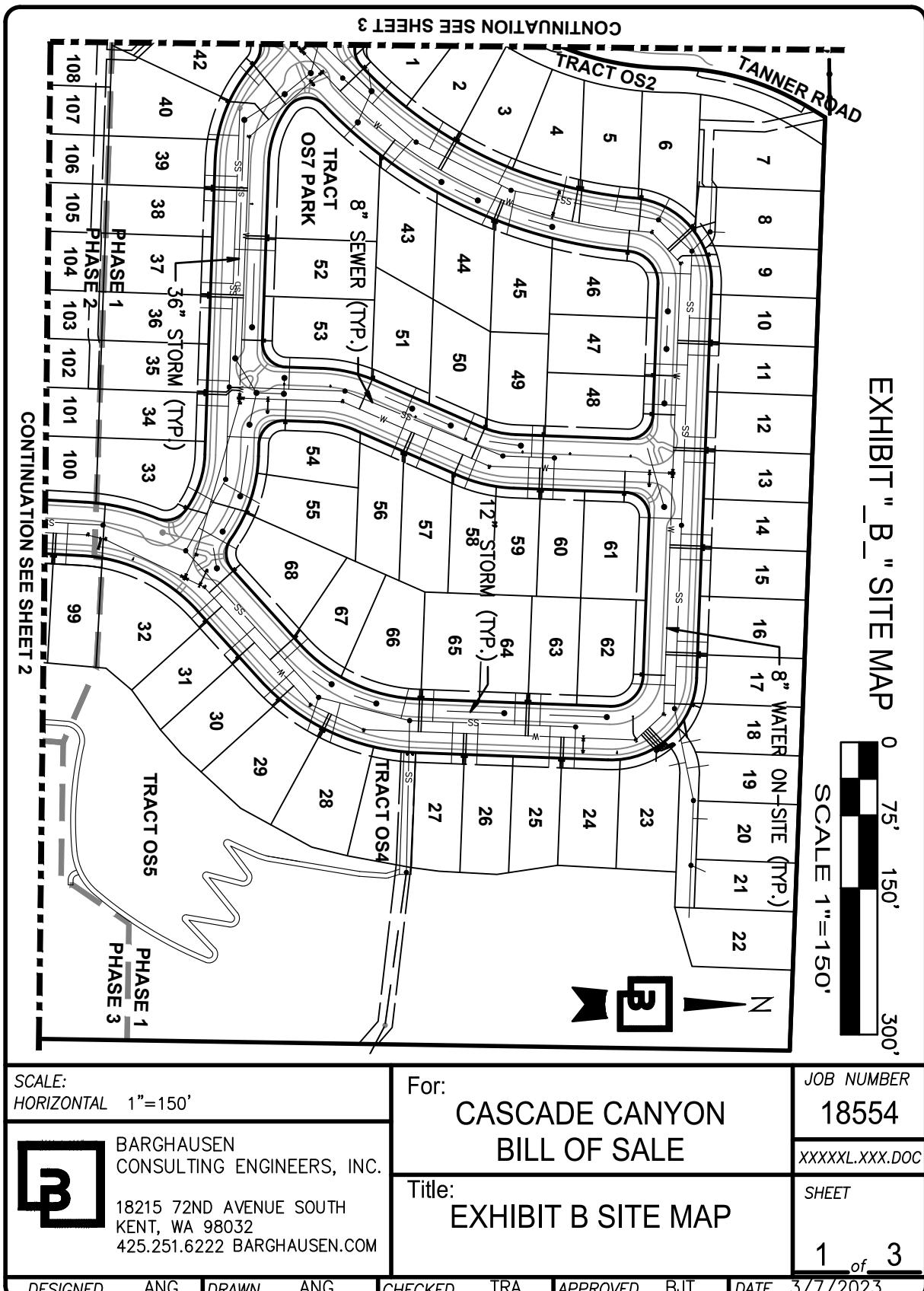
## Intersection Surfaces

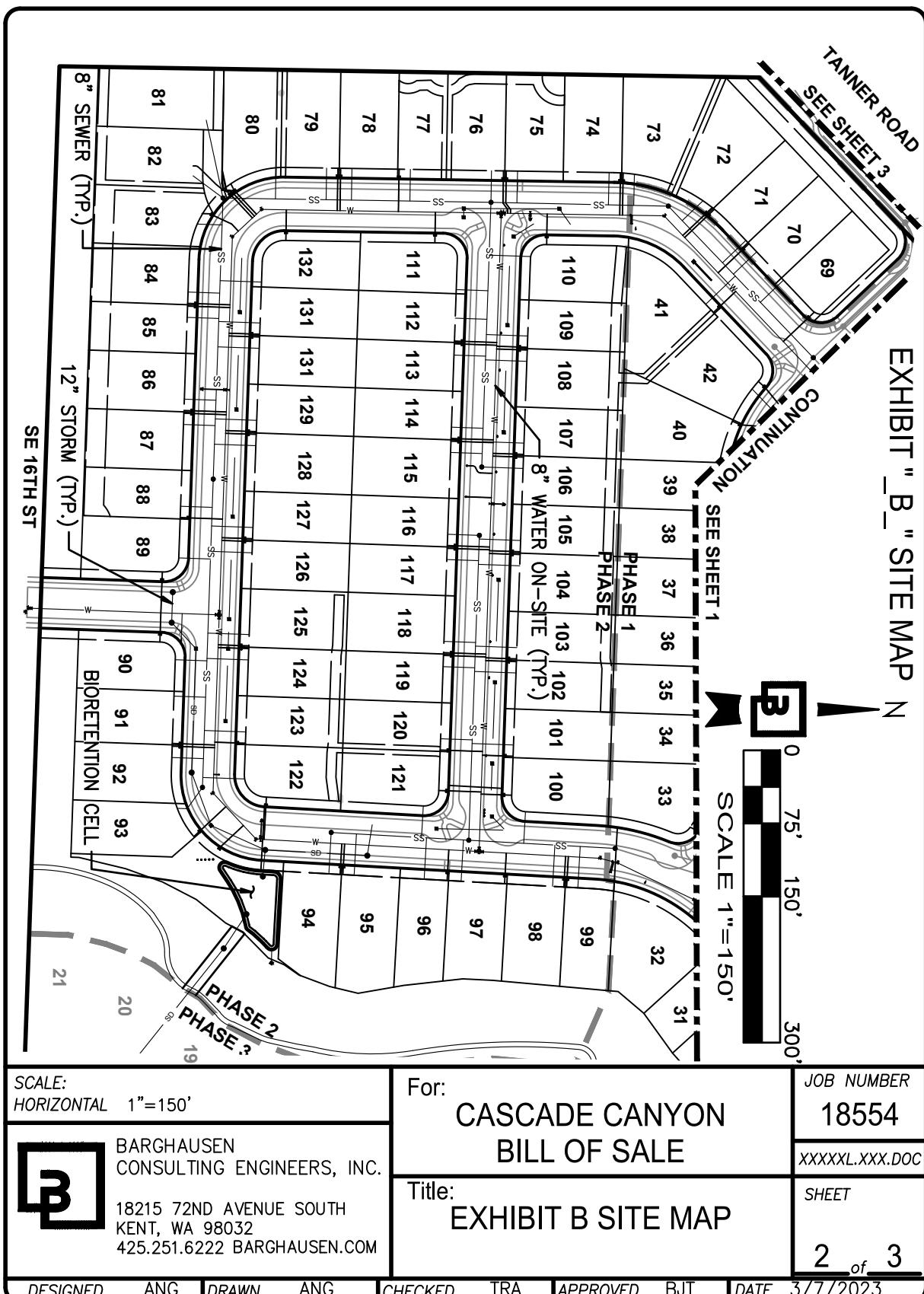
6" Ballast	TON	405.00	\$23.41	\$ 9,481.05
4" Crush Base Course	TON	253.00	\$34.40	\$ 8,703.20
2" Crush Base Course	TON	152.00	\$36.30	\$ 5,517.60
3" HMA Paving - Top Lift	SY	2180.00	\$25.80	\$ 56,244.00
Curbs Vertical & Gutter	LF	485.00	\$27.76	\$ 13,463.60
Curb Cuts	LEA	4.00	\$406.00	\$ 1,624.00
Guard Rail Installation	LF	125.00	\$165.00	\$ 20,625.00
Sidewalks - Import Crushed Rock	Ton	100.00	\$36.30	\$ 3,630.00
Sidewalks Concrete	SY	205.00	\$40.77	\$ 8,357.85
Handicap Ramps	EA	2.00	\$575.00	\$ 1,150.00
Striping	LS	1.00	\$5,500.00	\$ 5,500.00
Thermoplast Arrows	EA	4.00	\$800.00	\$ 3,200.00
Thermoplast Crosswalk	EA	1.00	\$3,500.00	\$ 3,500.00
Thermoplast Strop Bar	EA	1.00	\$750.00	\$ 750.00
Street & No parking Signs	LS	1.00	\$1,750.00	\$ 1,750.00

## Tanner Road Surfaces

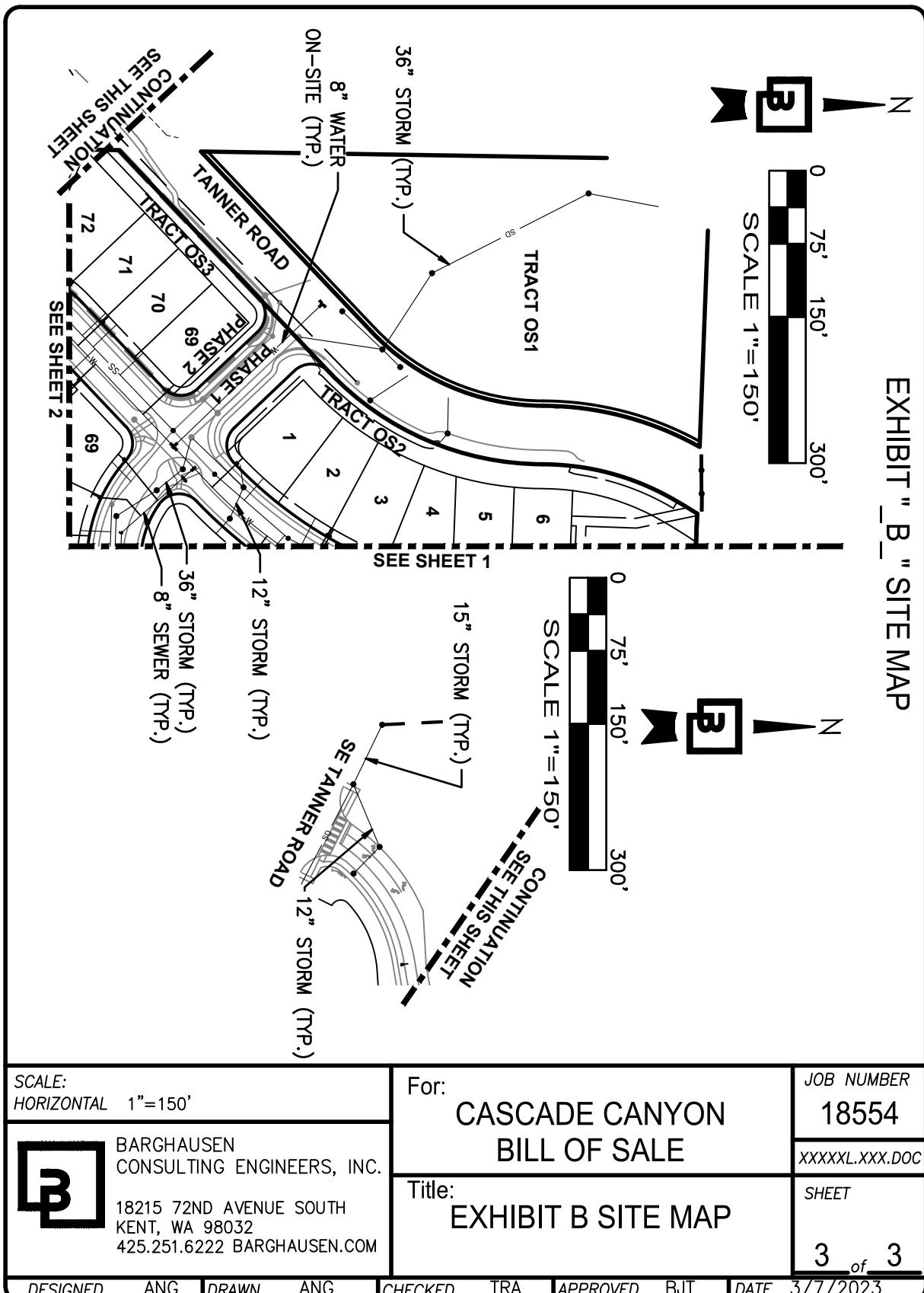
Paving Fine Grade	LS	1.00	\$15,000.00	\$ 15,000.00
3" HMA Paving Top Lift	SY	320.00	\$25.80	\$ 8,256.00
Grinding	SY	1.00	\$90.00	\$ 90.00
2" Overlay	SY	1990.00	\$25.80	\$ 51,342.00
Paving Saw Cuts	LF	1100.00	\$11.23	\$ 12,353.00
Asphalt Curb	LF	985.00	\$26.39	\$ 25,994.15
Offsite Curb	LF	180.00	\$20.17	\$ 3,630.60
Offsite Ribbon Sidewalk	SY	100.00	\$40.77	\$ 4,077.00
Offsite Wheel Stops	EA	22.00	\$150.00	\$ 3,300.00

Sum \$ 2,880,193.64





## EXHIBIT "B" SITE MAP



**EXHIBIT A****LEGAL DESCRIPTION****TANNER ROAD SUBDIVISION**

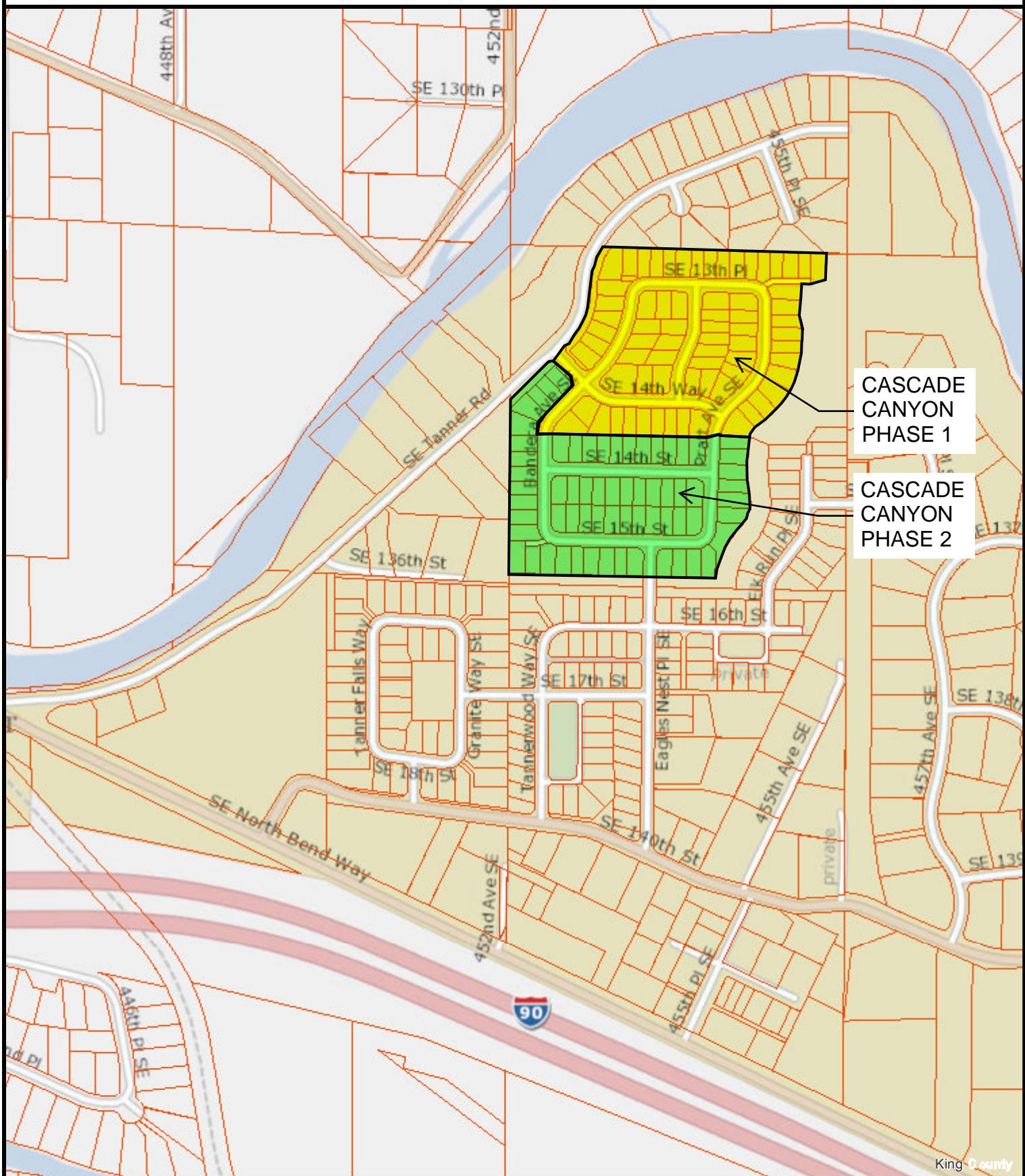
THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT SOUTHEAST TANNER ROAD AS PLATTED IN THE PLAT OF RIVER GLEN ESTATE, AS PER PLAT RECORDED IN VOLUME 96, PAGE 60 & 61, RECORDS OF KING COUNTY, WASHINGTON;

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



## CASCADE CANYON PHASE 1 AND 2 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: 5/18/2023

Notes:



King County





## City Council Agenda Bill

SUBJECT:	Agenda Date: July 18, 2023	AB23-081
<b>Motion Authorizing Contract with Gray &amp; Osborne for the Boxley Creek Sallal Intertie Design</b>	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Lisa Marshall City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm & Econ Development – Rebecca Deming Finance – Public Works – Mark Rigos, P.E.	
Cost Impact: \$42,540 (Reimbursed by State)		
Fund Source: N/A (Reimbursable)		X
Timeline: Immediate		
<b>Attachments:</b> Exhibit A – Scope, Exhibit B – Fee, Exhibit C - State Funding Letter		
<b>SUMMARY STATEMENT:</b>		
<p>The City of North Bend (City) was very satisfied to reach a Water Supply Agreement (WSA) on June 6, 2023 with Sallal Water Association (Sallal). One of the goals of the WSA is that it allows the City to complete the Boxley Creek Sallal Intertie (BCSI) which will become the City's second source of mitigation water. The location of this BCSI facility is along Cedar Falls Road in Unincorporated King County. More specifically, the BCSI is just east of Sallal's Rattlesnake Lake wellfield, which has three wells. From this wellfield, Sallal has been chlorinating their water for nearly the past 4 years. In order to discharge mitigation water into Boxley Creek, the City needs unchlorinated water before it is chlorinated by Sallal, hence there is several hundred feet of watermain pipe necessary to build. The City plans to design and construct a mitigation water pipeline from two of the wells to connect to the existing water mitigation pipeline that is located east of Cedar Falls Road.</p>		
<p>This is a new water capital project that needs to happen. The City wants to ensure they have adequate mitigation water in a world of climate change. Gray &amp; Osborne, Inc. (G&amp;O) is the recommended consultant to design and prepare the Plans, Specifications and Estimate (PS&amp;E) for this project, due to their technical support on the WSA and their long history assisting both the City and Sallal. Attached is a Work Scope (Exhibit A) and Fee (Exhibit B) by G&amp;O.</p>		
<p>The design and construction of the BCSI will be paid for by Washington State Department of Health as indicated in the attached (Exhibit C) 2023-2025 Capital Budget Water System Funding letter dated June 6, 2023 provided by and signed by WA State Senator Mark Mullet.</p>		
<p>City staff recommend the G&amp;O engineering services contract be approved, so that G&amp;O can begin the BCSI design in summer 2023, and so that construction is possible in 2024. The WSA requires construction to be completed by June 30, 2025.</p>		
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was discussed at the June 27 <sup>th</sup> , 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB23-081, authorizing a contract with Gray &amp; Osborne for the Boxley Creek Sallal Intertie Design, in a form and content approved by the City Attorney, in an amount not to exceed \$42,540.00.</b>		

## City Council Agenda Bill

<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 18, 2023		

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CITY OF NORTH BEND SALLAL MITIGATION WATER INTERTIE DESIGN**

#### **PROJECT UNDERSTANDING**

The City has requested a Proposal for Engineering Services to provide an Engineering Design of the Mitigation Intertie with Sallal Water Association (Sallal). The Design will include approximately 200 linear feet of water main from the connection on the Well 2 CT line to the City's Hobo Springs line connection that was installed across Cedar Falls Way in 2006. In addition, the design will include approximately 50 feet of piping connecting Well 4 to the Well 2 CT line to allow for the future mitigation use of Well 4. The 2006 Project included a meter and control vault, backflow preventer, and SCADA and telemetry cabinet. Since this equipment has not been used since it was installed, an assessment of its condition and an upgrade (as necessary), will also be included in the Project.

#### **SCOPE OF WORK**

The following Scope of Work has been developed for the Project.

##### **Task 1 – Project Management**

Provide overall Project management and oversight of the Project work by the Principal-in-Charge and senior staff members. Services are to include the following.

- Procure sufficient staff resources to dedicate to the Project.
- Manage and control Project budget and schedule.
- Manage and provide monthly Progress Reports and invoices.

##### **Task 2 – Site Visit and Review of Existing Facilities**

Gray & Osborne will conduct one site visit to verify the existing components based on record drawing information from the City and Sallal. The condition of the existing instrumentation and SCADA equipment will be assessed.

### **Task 3 – Predesign Memorandum**

Gray & Osborne will prepare a brief Memorandum outlining the proposed improvements, including a brief description of the piping alignment, valving, and connections, along with a discussion of SCADA upgrades and changes.

### **Task 4 – Design**

Gray & Osborne will prepare Plans, Specifications, and Cost Estimates for the 60 and 90 percent levels, as well as for the Final Project construction documents. The documents will be prepared for public bidding with the Technical Specifications in CSI format. At the 60 and 90 percent submittal levels, draft documents will be provided for City review and comment.

### **Task 5 – Quality Assurance/Quality Control Review**

Gray & Osborne will complete an internal Quality Assurance/Quality Control Review of work products prior to submittal to the City at the 60 and 90 percent levels, as well as before the submittal of final construction documents.

## **SCHEDULE**

The anticipated Project schedule would be to perform the site visit in early July, provide Preliminary Plans in September, and have bid documents ready in November.

## **BUDGET**

The not-to-exceed cost for this Scope of Work is \$42,540. A list of Tasks and hours is attached.

## EXHIBIT B

ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST

*City of North Bend - Sallal Mitigation Water Intertie Design*

Tasks	Principal Hours	Project Manager Hours	Civil Engineer Hours	Electrical Engineer Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours
1 Project Management		4			
2 Site Visit and Review of Existing Facilities		4	4	4	4
3 Predesign Memorandum		2	8	2	
4 Engineering Design					
A. Prepare 60 Percent Design Submittal		4	48	20	56
B. Prepare 90 Percent Design Submittal		4	20	20	
C. Prepare Final Design Submittal		2	8	10	
5 Complete QA/QC Review		4	4	4	
Hour Estimate:		4	24	92	60
Fully Burdened Billing Rate Range:*	\$150 to \$245	\$140 to \$245	\$115 to \$180	\$125 to \$225	\$65 to \$175
Estimated Fully Burdened Billing Rate:*	\$235	\$225	\$170	\$215	\$135
Fully Burdened Labor Cost:	\$940	\$5,400	\$15,640	\$12,900	\$7,560

Total Fully Burdened Labor Cost: \$ 42,440

Direct Non-Salary Cost: \$ 100

**TOTAL ESTIMATED COST: \$ 42,540**

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

Page 1 of 1



EXHIBIT C

June 6, 2023

David Schumacher, Director  
Office of Financial Management  
P.O. Box 43113  
Olympia, WA 98504-3113

**RE: 2023-25 Capital Budget Water System Funding for City of North Bend/Sallal Water System**

Dear David:

The purpose of this letter is to confirm that the intent of funding in the 2023-25 Capital Budget for infrastructure costs for a water supply agreement between the City of North Bend and Sallal Water System is achieved by the agreement recently approved by those parties.

The specific language in Section 2035 of the Capital Budget provided \$2.214 million through the Department of Health to facilitate a water supply agreement between North Bend and Sallal “that ensures a minimum of 100 acre-feet per year of permanent mitigation water supply for the city.” North Bend and Sallal jointly approved a water supply agreement on June 6, 2023 that ensures mitigation water supply for a 40-year term. Mitigation water supply agreements between municipal water suppliers are often for terms of 20 to 40 years, rather than permanently. Moreover, our intent as Capital Budget leaders was to support the efforts of North Bend and Sallal to enter into a collaborative relationship to provide both long-term water supply and mitigation to protect instream flows in the Snoqualmie River. The agreement recently signed by North Bend and Sallal fulfills this intent, and is consistent with mitigation provisions of the groundwater permit issued to North Bend by the Department of Ecology.

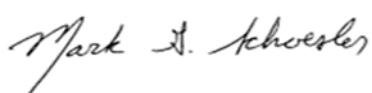
Please contact us if you have further questions.

Sincerely,

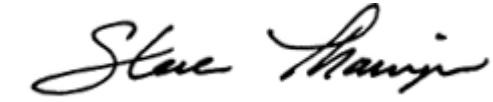
State Senator Mark Mullet  
Ways & Means Vice-Chair, Capital Budget



State Senator Mark Schoesler  
Ways & Means Ranking Member, Capital Budget



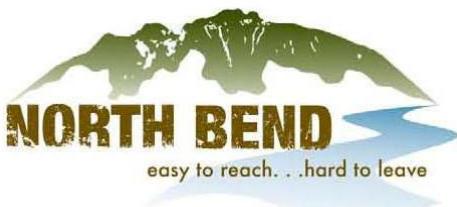
State Representative Steve Tharinger  
Capital Budget, Chair



State Representative Peter Abbarno  
Capital Budget, Ranking Member







## City Council Agenda Bill

SUBJECT:	Agenda Date: July 18, 2023	AB23-082
<b>Motion Authorizing Contract with SAM Companies for Survey Services</b>	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Lisa Marshall City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm. & Economic Development – Rebecca Deming Finance – Public Works – Mark Rigos, P.E.	
Cost Impact: \$100,000 (Mostly Reimbursable on Development Projects) – not to exceed		
Fund Source: Surveying that isn't reimbursable will likely be charged to TIF		X
Timeline: Immediate		
<b>Attachments:</b> On-Call Work Services and Rate Sheet		
<b>SUMMARY STATEMENT:</b>		
The City of North Bend (City) has been using Axis Survey and Mapping (Axis) as the professionally licensed surveying consultant firm for nearly the past 10 years. As such, the City has had a professional services contract with Axis. Both the City's Public Works and Community & Economic Development Departments have relied upon Axis for significant technical support during the past decade. Axis is headquartered in Redmond, Washington. Axis has provided the following technical services:		
<ul style="list-style-type: none"><li>• AutoCAD and GIS</li><li>• Topographical and Boundary Survey Mapping</li><li>• Preliminary and Final Plat Reviews</li><li>• Lot Closure Calculations</li><li>• Construction Staking</li><li>• Setting Property Corners</li></ul>		
In the past couple months, Axis was acquired by SAM Companies (SAM). SAM provides the same services and has the remaining staff from Axis. The City needs this type of professional consultant on contract, as the City currently does not have the expertise or resources budgeted to create a survey team internal to City staff. For the most part, only larger size cities (>100,000 residents) have professional surveyors on-staff. Axis was accurate with their surveying work, and the City anticipates the same level of service from SAM.		
City staff believe it's in the City's best interests to continue to receive support from the same employees at the new company, and City staff recommend approval of this contract with SAM. Proposed on-call contract is for \$100,000 (not to exceed) and contract expiration is December 31, 2026.		
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This agenda item was discussed at the June 27, 2023 Transportation and Public Works Committee Meeting and was recommended for approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB23-082, authorizing a contract with SAM Companies for survey services, in a form and content acceptable to the City Attorney, in an amount not to exceed \$100,000.</b>		

## City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 18, 2023		



June 20, 2023

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

RE: City of North Bend  
On-Call Survey Services

Mark:

Thank you for the opportunity to provide you with this proposal for On-Call Surveying Services for the City of North Bend, WA. We look forward to continuing the work that Axis Surveying and Mapping has done with the city over the last decade. The Professional Licensed Surveyors and key staff members that have been working with North Bend have remained in place after the acquisition by SAM companies. The city can expect the same level of service, expertise, and commitment as we move forward. Additionally, we look forward to being able to offer new services and technologies that we think the city will find beneficial as our transformation from Axis to SAM continues.

Please find attached a copy of our scope of services that SAM Companies provides. Also attached is our current Rate Sheet.

The entire team here at SAM looks forward to this opportunity to help provide survey support for the city. Please feel free to reach out should you have any questions by phone at 425-823-5700 extension 316 or by email at [travis.bradley@sam.biz](mailto:travis.bradley@sam.biz).

Regards,

A handwritten signature in black ink, appearing to read "W. Travis Bradley".

W Travis Bradley, PLS, CFedS  
Office Manager - Redmond  
encl.

**SAM COMPANIES**

15241 NE 90th Street, Suite 100 Redmond WA 98052  
425-823-5700 Office

**sam.biz**



### **Exhibit A – Scope of Services**

- Boundary Survey Services – including records of survey, boundary line adjustments, plats, short plats, binding site plans, and other services.
- Design Level Topographic Surveying
- Right of Way Mapping
- ALTA/NSPS Land Title Survey
- GIS Services
- Lot Closure Calculations
- Construction Surveying
- Survey Document Review
- Terrestrial LiDAR/3d Laser Scanning
- Mobile LiDAR
- As-built Surveying
- Legal Description Preparation
- Title Review
- GPS Control
- High Accuracy Control Network
- Monument Preservation
- Right of Way Dedications
- Engineering Support Services
- FEMA Flood Elevation Surveys
- Preliminary LiDAR Elevation Exhibits
- General Survey Support



**Survey and Mapping LLC (SAM) General Rates**

**Effective 06/01/2023**

Principal Licensed Surveyor/Project Manager	\$220/hr.
Licensed Professional Surveyor	\$181/hr.
SR CADD Surveyor	\$165/hr.
CADD Surveyor	\$150/hr.
1 Person Survey Crew	\$165/hr.
1 Person Prevailing Wage Survey Crew	\$235/hr.
2 Person Survey Crew	\$205/hr.
2 Person Prevailing Wage Survey Crew	\$290/hr.
3 person Survey Crew	\$236/hr.
3 person Prevailing Wage Survey Crew	\$330/hr.
GPS System (add to appropriate crew rate)	\$65/hr.
Leica 3D Laser Scanner	\$600/Day
Leica Robotic Total Station (add to appropriate crew rate)	\$55/hr.
Project Coordinator	\$85/hr.
Administrative support	\$75/hr.
Mileage	\$0.66 Mile





## City Council Agenda Bill

SUBJECT:	Agenda Date: July 18, 2023	AB23-083
<b>Motion Authorizing Change Order No. 1 with Permabilt for the North Bend Covered Equipment Facility Project</b>	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Lisa Marshall City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm. & Economic Development – Rebecca Deming Finance – Public Works – Mark Rigos, P.E.	
Cost Impact: \$19,883.00 plus tax		
Fund Source: Capital Storm Drainage		X
Timeline: Immediate		
<b>Attachments:</b> Change Order No.1		
<b>SUMMARY STATEMENT:</b>		
<p>On May 2, 2023, the City Council awarded the North Bend Public Works Covered Equipment Shelter Facility Project to Permabilt for \$345,307.00 plus tax. City staff are currently working through engineering drawings and permitting with Permabilt with the intent of completing construction by the end of October 2023 before the poor weather arrives.</p>		
<p>Not included in the original quote for this work are two items:</p> <ol style="list-style-type: none"><li>1. Cost of permitting: this cost was omitted on the original quote because Permabilt was unsure what the permitting effort and costs would be until we went through review with the Building Department. This cost was a planned change order from the beginning for that reason. Permabilt's permit cost is \$4,000.00 plus tax.</li><li>2. Cost of 18-inch building overhang: The original quote did not include a roof overhang which was unknown to City staff at the time. The cost to add an 18-inch overhang to the building is \$15,883.00 plus tax.</li></ol>		
<p>Total cost of Change Order No. 1 is \$19,883.00 plus sales tax and this will be funded through the Capital Stormwater Fund which accounted for some of the original quote as well. Total cost including this change order is now \$365,190.00 plus tax.</p>		
<p>City staff recommend Change Order No. 1 be approved.</p>		
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Transportation and Public Works Committee reviewed this item on June 27, 2023 and recommended approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB23-083, authorizing Change Order No. 1 with Permabilt for the North Bend Covered Equipment Facility Project, in a form and content acceptable to the City Attorney, in an amount of \$19,883.00 plus sales tax.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
Meeting Date	Action	Vote
July 18, 2023		



CONTRACT CHANGE ORDER - NO. 1			
PROJECT NAME	Public Works Covered Equipment Facility Project		
OWNER	City of North Bend		
CONTRACTOR	Permabilt	CHANGE ORDER NUMBER	1
ORIGINAL CONTRACT DOLLAR AMOUNT AND TIME (IN WORKING DAYS)		\$345,307.00	NA
PRIOR CHANGE ORDER AMOUNTS		\$0.00	NA
CONTRACT AMOUNT AND TIME (IN DAYS) PRIOR TO THIS CHANGE ORDER		\$345,307.00	NA
THE CHANGE DESCRIBED BELOW BECOMES A PART OF THE CONTRACT ONLY UPON SIGNATURES OF BOTH THE CONTRACTOR AND OWNER. ALL OTHER TERMS OF THE CONTRACT REMAIN UNCHANGED			
		Dollars	Time (Days)
1	Permitting Costs	\$4,000.00	0
2	18" Overhang Cost	\$15,883.00	0
		\$0.00	0
		\$0.00	0
NET CHANGE TO DOLLAR AMOUNT AND TIME		\$19,883.00	NA
REVISED CONTRACT DOLLAR AMOUNT AND TIME (IN DAYS)		\$365,190.00	NA
REVISED TAX AMOUNT (9.0%)		\$32,867.10	
REVISED CONTRACT DOLLAR AMOUNT INCLUDING TAX		\$398,057.10	
SIGNATURES			
THE PARTIES TO THIS CONTRACT AGREE TO THE TECHNICAL CHANGES, THE CHANGES IN CONTRACT DOLLAR AMOUNT AND THE CHANGES IN CONTRACT TIME INDICATED ABOVE.			
		Project Manager	Date
 6-30-23			
Contractor's Representative	Date	Mayor	Date

**Addendum F**

**Permit:**

PermaBilt to complete applications, structural engineering, site plan for building permit, and apply for permit and customer to pay for all fees required by the City of North Bend.

Contract excludes all work on items outside of the of the minimum permit process, including but not limited to, Surveys, Fire Suppression or Hydrants, Drainage Engineering, Parking Plans, Landscape Plans, Open Space / Recreation Plans, Pedestrian Access and Circulation Plans, Arborists, Geotechnical Reviews, Wetland Delineations or Mitigation, Critical Area Site Plans, State Environmental Policy Act Permits, Joint Aquatic Resources Permit, Flood Permits and any items permits related to items not in the PermaBilt's scope of work.

Total Cost For Permitting Service: \$4,000.00 + tax.

**Site Compaction:**

If customer brings in over 1' of fill, a compaction report will be needed to ensure compaction is a minimum of 95%.

## BUILDING PROPOSAL

NAME: City of North Bend      CUSTOMER NUMBER: 101119      DATE: June 21, 2023

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

PROPOSED BUILDING DIMENSIONS: 45' X 20' X 17'6" & 30' X 120' X 16'6"

---

**PROPOSED BUILDING ACCESSORY ONLY:**

1. 355 Linear Feet of 18" overhang

**Does not include bonding if necessary, cash bond at no additional cost.**

**QUOTED PRICE: \$15,883.00.00 plus applicable sales tax.**

**This quote is valid for 30 days.**

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 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!





## City Council Agenda Bill

SUBJECT:	Agenda Date: July 18, 2023	AB23-084
<b>Motion Authorizing Transportation Improvement Board Updated Cost Estimate Form and Local Match Funding for the 2023 North Bend Way Paving Overlay Project</b>	Department/Committee/Individual	
Cost Impact: \$208,708 (local match)	Mayor Rob McFarland	
Fund Source: Overlay Funds	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Economic Development – Rebecca Deming	
	Finance –	
	Public Works – Mark Rigos, P.E.	X
<b>Attachments:</b> TIB Updated Cost Estimate Form and Bid Pricing Sheet		
<b>SUMMARY STATEMENT:</b>		
In the Fall of 2022, City staff was successful in obtaining Transportation Improvement Board (TIB) pavement overlay funds for a pavement overlay project on North Bend Way (NBW). Specifically, the NBW project limits extend from the west end of the Ribary Creek Bridge going west approximately 4,500 feet to western City limits at the railroad tracks that cross NBW. The work scope includes grinding out two inches of pavement between the fog lines and paving back 2-inches followed by paint restriping.		
After receiving this grant, City staff reached out to King County (County) to add the project to the County's 2023 Annual Overlay Project. In this procurement, the County manages the design, bidding, construction inspection, and construction management services for the project. The biggest reason for this is to take advantage of the economy of scale provided by lumping this project into one contract with other City and County overlay projects.		
On June 15, 2023, the County held a bid opening for this project and Lakeside was the low bidder out of three (3) bidders. The City of North Bend portion of the work was bid at \$866,536 and the engineer's estimate was \$1,005,000, which is great news. TIB funds will cover \$657,828 of this cost and the remaining \$208,708 will be covered by City overlay funds.		
An existing Interlocal Agreement (ILA) between the City and County will establish the terms and conditions for the project design, construction inspection, and construction management expectations for the 2023 North Bend Way Overlay Project. This is the same ILA the City uses for striping, thermoplastic, and other miscellaneous work that the County does on behalf of the City.		
City staff recommend moving forward with this work by authorizing the Mayor to sign the TIB updated cost estimate form and use of local match funds.		
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was reviewed by the Transportation and Public Works (TPW) Committee during their June 27, 2023 meeting and was recommended for approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB23-084, authorizing the Mayor to sign a Transportation Improvement Board Update Cost Estimate Form and authorizing Local Match Funding of \$208,708 for the 2023 North Bend Way Pavement Overlay Project, in a form and content acceptable to the City Attorney.</b>		

## City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 18, 2023		



Transportation Improvement Board  
**Updated Cost Estimate**

Form generated on 21 Jun 2023

Agency	<b>NORTH BEND</b>	<b>BID OPENING</b>	
TIB Project No	<b>3-P-804(006)-1</b>	Submit form PRIOR to award of contract	
Project Name	North Bend Way Overlay - 8th S to W C/L	<b>Current TIB Commitment</b>	

**TOTAL COST ESTIMATE AT BID OPENING**

<b>DESIGN PHASE</b>		<b>CONSTRUCTION PHASE</b>		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
72,162		90,948	8,819	551,199
<b>Phase Total</b>		<b>Phase Total</b>		650,966
		<b>Total Project Cost</b>		723,128

Include a cost breakdown for Construction Other

Stripping and RPM = \$8,819

**DETERMINATION OF ELIGIBLE COST**

Enter the current estimated totals for Landscaping and Other Noneligible Cost					
Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	7,500	0	0	0	7,500
<b>Total Eligible Project Cost</b>					<b>715,628</b>

Include a cost breakdown of Other Noneligible costs

Minor Change = \$7,500

<b>Change in Eligible Total Project Cost</b> (Total Eligible Project Cost - Previous Phase Eligible Cost)	<b>-66,468</b>
<b>Calculated Total TIB funds</b>	<b>601,921</b>
<b>Based on the project ratio the calculated surplus amount is \$55,907</b>	
<b>Enter -55,907 in Requested Change cell</b>	
<b>Requested Change</b>	<b>-55,907</b>
<b>Requested Total TIB funds</b>	<b>601,921</b>

Enter explanation for the change in Total Project Cost in the space below

Good Bid Prices

Based on the cost information shown above, the agency requests a TIB fund surplus of \$55,907

**FUNDING PARTNER PARTICIPATION**

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	657,828	601,921
NORTH BEND	124,268	121,207
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
<b>TOTALS</b>	<b>\$782,096</b>	<b>\$723,128</b>
<b>Funding Partner Total is Correct</b>		

**REQUIRED ATTACHMENTS**

- Submit BID TABULATIONS with Updated Cost Estimate
- Enter description & cost breakdown for work performed under Construction Other in cell B17
- Include a cost breakdown of Other Noneligible costs in cell B24
- Enter brief explanation for COST DECREASE in cell B32

**AGENCY OFFICIAL**

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

---

Printed or Typed Name

---

Title

---

Signature & Date

**REGISTERED ENGINEER**

I certify the bid tabulations are accurate and correct.

---

Printed or Typed Name

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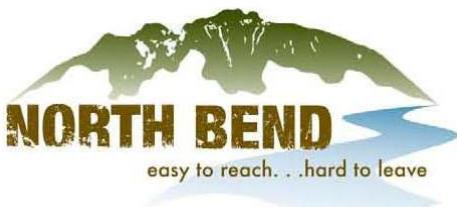
Signature & Date

## NORTH BEND - 2023 PAVEMENT PRESERVATION BID PRICING

BID ITEM NO.		ITEM		2" MILL & INLAY OF DRIVING LANES		2" MILL & INLAY OF DRIVING LANES		LAKESIDE INDUSTRIES BID PRICING		TOTALS	
BID ITEM NO.	UNIT	QUAN.	COST	QUAN.	COST	QUAN.	COST	QUAN.	COST	QUAN.	COST
1	L.S.	MOBILIZATION (5%)	\$ 6,160.00	\$ 90.00	\$ 1,250.00	5%	1	\$ 7,500.00			
11	L.S.	REMOVING PLASTIC TRAFFIC MARKING AND RAISED PAVEMENT MARKERS	\$ -	\$ -	\$ -		0	\$ 0.00			
		<b>GRADING</b>									
12	C.Y.	ROADWAY EXCAVATION INCL. HAUL	0	\$ 0	\$ 0	0	\$ 0	\$ 255.00	0	\$ 0.00	
13	S.Y.	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2,350	\$ 23,500.00	\$ 220	\$ 2,200.00	\$ 450	\$ 4,500.00	\$ 10.00	3020	\$ 30,200.00
14	L.F.	SHOULDER PREPARATION	0	\$ 0	\$ 0	0	\$ 0	\$ 1.00	0	\$ 0.00	
		<b>SURFACING</b>									
15	TON	CRUSHED SURFACING TOP COURSE	0	\$ 0	\$ 0	20	\$ 1,200.00	0	\$ 0	20	\$ 1,200.00
		<b>HOT MIX ASPHALT</b>									
16	S.Y.	PLANING BITUMINOUS PAVEMENT	22,800	\$ 114,000.00	\$ 600	\$ 3,000.00	\$ 4,000	\$ 20,000.00	\$ 5.00	27400	\$ 137,000.00
17	TON	HMA FOR PRELEVELING CL. 1/2 IN. PG 58H-22	0	\$ 0	\$ 0	0	\$ 0	\$ 104.00	0	\$ 0.00	
18	TON	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 58H-22	250	\$ 42,500.00	\$ 25	\$ 4,250.00	\$ 45	\$ 7,650.00	\$ 170.00	320	\$ 54,400.00
19	TON	HMA CL. 1/2 IN. PG 58H-22	2,600	\$ 270,400.00	\$ 120	\$ 12,480.00	\$ 450	\$ 46,800.00	\$ 104.00	3170	\$ 329,680.00
20	CALC.	JOB MIX COMPLIANCE PRICE ADJUSTMENT									
21	CALC.	COMPACTION PRICE ADJUSTMENT									
22	CALC.	ASPHALT COST PRICE ADJUSTMENT									
23	L.F.	SEAL LONGITUDINAL JOINTS	7,300	\$ 14,600.00	0	\$ 0	-	1,500	\$ 3,000.00	8800	\$ 17,600.00
		<b>EROSION CONTROL AND ROADSIDE PLANTING</b>									
25	EST.	EROSION / WATER POLLUTION CONTROL		\$ 1,000.00		\$ 500.00		\$ 500.00			\$ 2,000.00
		<b>TRAFFIC</b>									
27	L.F.	TEMPORARY PAVEMENT MARKING - SHORT DURATION	21,900	\$ 7,665.00	0	\$ -	3,600	\$ 1,260.00	\$ 0.35	25500	\$ 8,925.00
30	HR	PORTABLE CHANGEABLE MESSAGE SIGN	672	\$ 3,024.00	0	\$ -	136	\$ -	\$ 4.50	808	\$ 3,024.00
31	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL		\$ 42,000.00		\$ 3,000.00		\$ 3,000.00			\$ 48,000.00
		<b>OTHER ITEMS</b>									
35	EACH	ADJUST MONUMENT CASE AND COVER	2	\$ 2,200.00	0	\$ -	0	\$ 0	2	\$ 2,200.00	
40	EACH	RAISE MONUMENT CASE AND COVER	0	\$ 0	\$ 0	-	0	\$ 0	0	\$ 0.00	
41	EACH	RAISE MANHOLE	0	\$ 0	\$ 0	-	0	\$ 0	0	\$ 0.00	
42	EACH	RAISE WATER VALVE	0	\$ 0	\$ 0	-	0	\$ 0	0	\$ 0.00	
43	EACH	RAISE CATCH BASIN	0	\$ 0	\$ 0	-	0	\$ 0	0	\$ 0.00	
45	EST.	ROADSIDE RESTORATION									
46	CALC.	MINOR CHANGE		\$ 7,500.00		\$ 2,500.00		\$ 5,000.00			\$ 15,000.00
47	L.S.	SPCC PLAN		\$ 50.00		\$ 25.00		\$ 25.00			\$ 100.00
		<b>Estimated Contract Amount By Road Segment</b>		\$ 551,199.00		\$ 30,145.00		\$ 95,985.00			\$ 677,329.00
		<b>Contingency (10%)</b>		\$ 55,120.00		\$ 3,015.00		\$ 9,598.00			\$ 67,733.00
		<b>Construction Management (15%)</b>		\$ 90,948.00		\$ 4,974.00		\$ 15,838.00			\$ 111,760.00
		<b>County Force Work: Striping and RPMs</b>		\$ 8,819.00		\$ -		\$ 895.00			\$ 9,714.00
		<b>TOTALS</b>		<b>\$ 706,086.00</b>		<b>\$ 38,134.00</b>		<b>\$ 122,316.00</b>			<b>\$ 866,536.00</b>

Note: Low Bid pricing shown; still in bid review process to determine if Lakeside Industries is a "responsible and responsive" bidder.





## City Council Agenda Bill

SUBJECT:	Agenda Date: July 18, 2023	AB23-085
<b>Motion Authorizing a Second Amendment to the Lease Agreement with Washington State Department of Fish and Wildlife (DFW) for Partial Use of Former CED Annex Building</b>	Department/Committee/Individual	
Cost Impact: +\$16,000 (revenue generating for City)	Mayor Rob McFarland	
Fund Source: N/A	City Administrator – David Miller	
Timeline: July 1, 2024	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance –	
	Public Works – Mark Rigos, P.E.	X

**Attachments:** Exhibit A - Original Lease Agreement; Exhibit B – First Amendment – Two Month Time Extension Request from DFW; Exhibit C – Rental Floor Plan 2023-2024; Exhibit D - Second Amendment – One Year Lease Extension

### SUMMARY STATEMENT:

The City of North Bend owns the building and property at the former Community & Economic Development Annex site which is located across 4<sup>th</sup> Street from the King County Library. The site's address is 126 East 4<sup>th</sup> Street, North Bend, WA 98045 and its tax parcel number is 380800-0052. The site area is 3,905 square feet (0.90 acres). The office building was built in 1958 and the internal office area is 2,736 sf. The building contains a mini kitchen, two restrooms, six or seven office areas, several closets, and three common areas. Before it was used as the Community & Economic Development Department it served as the City's library.

For the past 3-4 years the Snoqualmie-North Bend Police Department officers have been using a small part of the building as a satellite office primarily for the mini kitchen, restroom and break area. The City has not been charging the City of Snoqualmie for officer use of this facility. For the past 1-2 years Washington State DFW staff have been using one office in the building as part of the original lease agreement (attached Exhibit A which includes a floor plan on page 6) signed between the City and DFW.

In April 2023, the City verbally granted a 2-month time extension to the lease agreement, in order to extend the current lease from May 1, 2023 until June 30, 2023. Although DFW made a verbal request in April for it, the written request was made by DFW on May 12, 2023 (attached Exhibit B). The monthly rate did not change (which was \$666.67 and provides for one office). Due to the small dollar amount and extremely short extension, it was not brought forward to Council for approval. Although this request is labeled "First Amendment" we note that the language of the original lease was not revised. The lease was simply extended two additional months.

This proposed second amendment to the lease agreement involves the following:

1. Beginning July 1, DFW wants to have a greater use of the building. All dimensions below are approximate. Requests from DFW include:
  - A. Remove from Lease: Currently, DFW is using an office (without a doorframe) in NE Quadrant and DFW wants to eliminate this office from the lease;
  - B. Add to Lease: Exclusive use of SE Quadrant office (12 feet x 10 feet);
  - C. Add to Lease: Exclusive use of SW Quadrant conference room (15 feet x 11 feet);
  - D. Add to Lease: Exclusive use of small windowless office (closet) near SW conference room (9 feet x 7 feet) (near building entry)
  - E. Continue in Lease: Exclusive use of a large closet functioning as an 'evidence room' (5 feet x 9 feet) near NE restroom.

# City Council Agenda Bill

F. Continue in Lease: Use of NE restroom, hallways, break rooms, kitchenette, and other common open areas.

2. Any cameras outside the building would be at DFW's cost.
3. HVAC (electrical), janitorial, solid waste, water, sanitary sewer and outdoor maintenance (lawn mowing) would continue to be City costs.
4. Lease term would be 1 year. Term would be from July 1, 2023 to June 30, 2024. Lease rate would be \$16,000/year. Rate was doubled for approximately double the usage of the building. Because this is only a 1-year term, a formal market analysis was not conducted. The market analysis performed in late 2021 was the basis for the rate charged in 2022 and 2023.

Attached Exhibit C shows the building's floor plan from July 1, 2023 – June 30, 2024 with the areas added pursuant to the Second Amendment to the Lease highlighted in green.

Council approval on the lease agreement is required because the Council body must authorize dispositions of real property interests, and a lease of property is a disposition of a property interest. City staff recommend this second amendment to the lease agreement move forward.

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

**COMMITTEE REVIEW AND RECOMMENDATION:** This item was discussed at the Finance and Administration Committee meeting on June 13, 2023 and was recommended for approval and placement on the Main Agenda for discussion.

**RECOMMENDED ACTION:** **MOTION to approve AB23-085, authorizing the Mayor to sign a Second Amendment to the Lease Agreement with Washington State Department of Fish and Wildlife (DFW) for partial use of Former CED Annex Building, in a form and content approved by the City Attorney.**

## RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 18, 2023		

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into by and between the City of North Bend, a municipal corporation, hereinafter referred to as ("Lessor"), and the Washington State Department of Fish and Wildlife, hereinafter referred to as the ("Lessee"), for the purpose of leasing a portion of the City's Community and Economic Development Annex.

1. Description of Premises. Lessor hereby leases to Lessee, upon the terms and conditions herein set forth, a 162-square foot portion of the City's Community and Economic Development Annex ("CED Annex"), located at 126 E. Fourth Street situated in the City of North Bend, King County, Washington. The 162-square foot portion of the CED Annex which is the subject of this Agreement shall hereinafter be referred to as the "Premises". A depiction of the Premises and its layout within the CED Annex is attached hereto as **Exhibit A** and by this reference fully incorporated herein.

2. Rent. For use of the Premises, Lessee shall pay Lessor the sum of \$8,150.00 per year. Rent shall be due and payable in equal monthly shares of \$679.17 not later than the fifth day of each calendar month during the term of this lease. A \$25.00 late charge shall accrue for any late rent payment. Lessee shall also be responsible for and shall pay with and in addition to its rent payment any leasehold excise tax required under RCW 82.29A.

3. Lease Term. The term of this Agreement shall be for a period of two years, commencing on the 1<sup>st</sup> day of May, 2021 ("Effective Date"), and ending on the expiration of the 30<sup>th</sup> day of April, 2023, unless otherwise renewed, extended, terminated or otherwise modified. At any time prior to the expiration of the Agreement, this Agreement may be renewed upon written mutual agreement between the parties hereto.

4. Ownership. The real property and all improvements and/or permanent fixtures constructed in compliance with Section 10 of this Agreement shall become and remain the property of the Lessor. Upon expiration or termination of this Agreement, the Lessor may require the Lessee to remove at Lessee's expense any or all improvements or permanent fixtures constructed or installed on the Premises by the Lessee.

5. Default. Failure to comply with any provision of this Agreement renders this Agreement null and void, and gives Lessor the right to terminate Lessee's use of the Premises upon thirty (30) days written notice.

6. Recording. This Agreement may be recorded in the real estate records for King County, Washington.

7. Permitted Uses.

Lease Agreement



MB

Page 1 of 5

Lessor

Lessee

A. Lessee. The portion of the Premises leased to Lessee shall include and be used as follows:

1. A 10' x 13' office space, without a door, for occupancy by two Lessee enforcement staff;
11. A 7' x 9' evidence room to be shared between Lessor and Lessee, with Lessee's portion of the evidence space to account for 32 square feet;
- iii. No on-site parking is permitted by Lessee, its officers, employees, agents, representatives, customers or others who visit the Premises; and
- iv. No other purposes without the written consent of the Lessor.
- v. Street parking is available on a first come first serve basis

8. Acceptance of Premises. Lessee has examined the Premises and accepts them in their present condition. If the need for emergency repairs to the Premises should occur, including natural disasters, Lessee shall notify Lessor immediately.

9. Reserved to Lessor. Lessor reserves all air rights over the Premises, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires as they touch and concern the Premises in a manner that will not materially interfere with Lessee's use thereof of the Premises.

10. Improvements. Lessor reserves the right at any time to make alterations or additions to the Premises; provided, no such actions shall be undertaken in a manner that materially interfere with Lessee's use of the Premises. Lessor also reserves the right to construct other buildings or improvements on the parcel where the Premises is located, to make alterations thereof or additions thereto, and to relocate common areas and to grant easements with respect thereto; provided, no such actions shall be undertaken in a manner that materially interfere with Lessee's use of the Premises. Any construction and/or improvements to the Premises shall be approved by the Lessor and done in conformance with federal, state and local law. Should an improvement be made without the permission of Lessor, Lessor has the right to direct Lessee to remove the improvement within 30 days at Lessee's cost. If the improvement is not removed within 30 days, Lessor may remove the improvement and bill Lessee for all related direct and indirect costs of removal and shall be entitled to full payment for those costs by Lessee. No existing buildings and/or improvements on the Premises may be removed without the approval of the Lessor.

11. Indemnification. The Lessee agrees to indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of the business conducted on the Premises, or from any work or thing done by Lessee in or about the Premises and will further indemnify and save Lessor harmless against and from any and all claims arising during the terms of this Agreement for any breach or default on the part of the Lessee in the performance of

Lease Agreement



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Page 2 of 5

Lessor

Lessee

any covenants or agreements on the part of the Lessee to be performed hereunder or arising from any act of negligence of the Lessee or any of his agents, contractors, servants, employees, or licensees, in or about the Premises, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in or about any such claim or action or proceeding being brought against the Lessor by reason of any such claim, the Lessee upon notice from the Lessor, covenants to resist or defend any such action or proceeding by attorneys reasonably satisfactory to the Lessor. The Lessee shall not suffer or give cause for the filing of any lien against the Premises.

12. Insurance. Throughout the term of the Lease, Lessor shall maintain comprehensive or commercial general liability insurance on the building and Premises. Lessee shall maintain insurance on its own personal property.

13. Assignment. Neither party shall assign or sublet its rights or responsibilities under this Agreement, with regard to the whole or any part of the Premises without the written authorization of the other party.

14. Hazardous Substances. Lessee shall not, without first obtaining Lessor's prior written approval, generate, release, spill, store, deposit, transport, or dispose of (collectively "Release") any hazardous substances, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances, hazardous materials, toxic substances or any pollutants or substances defined as hazardous or toxic in accordance with applicable federal, state, and local laws and regulations in any reportable quantities (collectively "Hazardous Substances") in, on or about the premises. Lessee will attach a separate list of Hazardous Substances it proposes to store on site and Lessor must accept the list in writing or the Hazardous Substances cannot be stored on site. In the event, and only in the event, Lessor approves in writing a release of Hazardous Substances on the Premises, Lessee agrees that such Release shall occur safely and in compliance with all applicable federal, state and local laws and regulations. Lessee shall indemnify, hold harmless and defend Lessor from any and all claims, liabilities, losses, damages, clean up costs, response costs, and expenses, including reasonable attorneys fees, arising out of or in any way related to the release by Lessee, or any of its agents, representatives, or employees, or to the presence of such Hazardous Substances in, on or about the Premises occurring at any time after the effective date of this Agreement to the full extent of Lessee's liability therefore.

15. Maintenance and Upkeep. Lessee shall be responsible for maintaining the Premises, and keeping them clean and in a good state of repair at all times; provided, however, Lessor shall provide and pay for janitorial services to the Premises at the same level of service as provided to other City properties. Lessee shall be responsible to immediately report to Lessor all hazardous or potentially dangerous conditions at the Premises or otherwise at the CED Annex building.

16. Condition of Premises upon Termination.

Lease Agreement



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Lessor

Lessee

Lessee shall, upon the termination of this Lease, surrender the Premises to Lessor broom clean, in good condition and repair, except for ordinary wear and tear and for damage covered by Lessor's fire and extended coverage insurance. All or any of the alterations or improvements to the Premises as chosen by Lessor (excluding trade fixtures installed by Lessee) shall, at Lessor's option, either (a) become part of the Premises and belong to Lessor and shall be surrendered with the Premises without disturbance upon the termination of the Lease, or (b) be removed by Lessee prior to the termination of this Lease, in which event Lessee shall restore the area to the condition it was in immediately prior to the date Lessee took possession of the Premises.

17. Liens. Lessee shall keep the Premises free from liens arising out of obligations incurred by Lessee. Upon written request from Lessor, Lessee will furnish written proof of payment of any charge which, if not paid, could provide the basis for a lien on the Premises.

18. Access for Inspection and Upkeep. Lessor reserves the right to inspect the premises at a reasonable time and with or without reasonable notice. Lessee may be present during such times.

19. Compliance with all Laws and Regulations. In using the Premises, Lessee shall comply with all applicable laws, ordinances and regulations from any and all authorities having jurisdiction.

20. Utilities and Taxes. The Lessor shall pay for all utility services relating to use of the Premises.

21. Severability. It is hereby agreed that no waiver of any condition or covenant in this Agreement, or any breach thereof, shall be taken to constitute a waiver of any subsequent breach.

22. Destruction of Premises. If the Premises are completely or partially destroyed by fire or other casualty, or if they are damaged by an uninsured casualty, or by an insured casualty to such an extent that the damage cannot be repaired within sixty (60) days of the occurrence, Lessor shall have the option to restore the Premises or to terminate this Agreement on thirty (30) days written notice, and Lessee shall have the option to terminate this Agreement on thirty (30) days written notice, effective as of any date not more than sixty (60) days after the occurrence. If this Section becomes applicable, Lessor shall advise Lessee within thirty (30) days after such casualty whether Lessor elects to restore the Premises or to terminate this Agreement. If Lessor elects to restore the Premises, it shall commence and prosecute the restoration work with diligence. For the period from the date of the casualty until completion of the repairs (or the date of termination of this Agreement if Lessor elects not to restore the Premises), the monthly minimum rent shall be abated in the same proportion that the untenable portion of the Premises bears to the whole thereof, unless the casualty results from Lessee's negligence or its breach of its obligations under this Agreement.

Lease Agreement



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Lessor

Lessee

23. Authority to Execute Agreement. The Mayor of North Bend, Washington (Lessor), and the Michele Brady, Facilities Manager, of the Washington State Department of Fish and Wildlife (Lessee) warrant that they are each authorized to execute this Agreement.

24. Notice. Any written notice required or permitted be given herein shall be made registered or certified U.S. mail, or by delivery in person to the party which is the intended recipient of the notice, at the following addresses or to such other respective addresses as either party hereto may from time to time designate in writing.

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

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

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

Michele Brady, Facilities Manager  
Washington State Department of Fish and Wildlife  
600 Capital Way North  
Olympia, WA 98502

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF NORTH BEND

By:   
Rob McFarland, Mayor

WASHINGTON STATE DEPARTMENT  
OF FISH AND WILDLIFE

By:   
Michele Brady, Facilities Manager

Lease Agreement

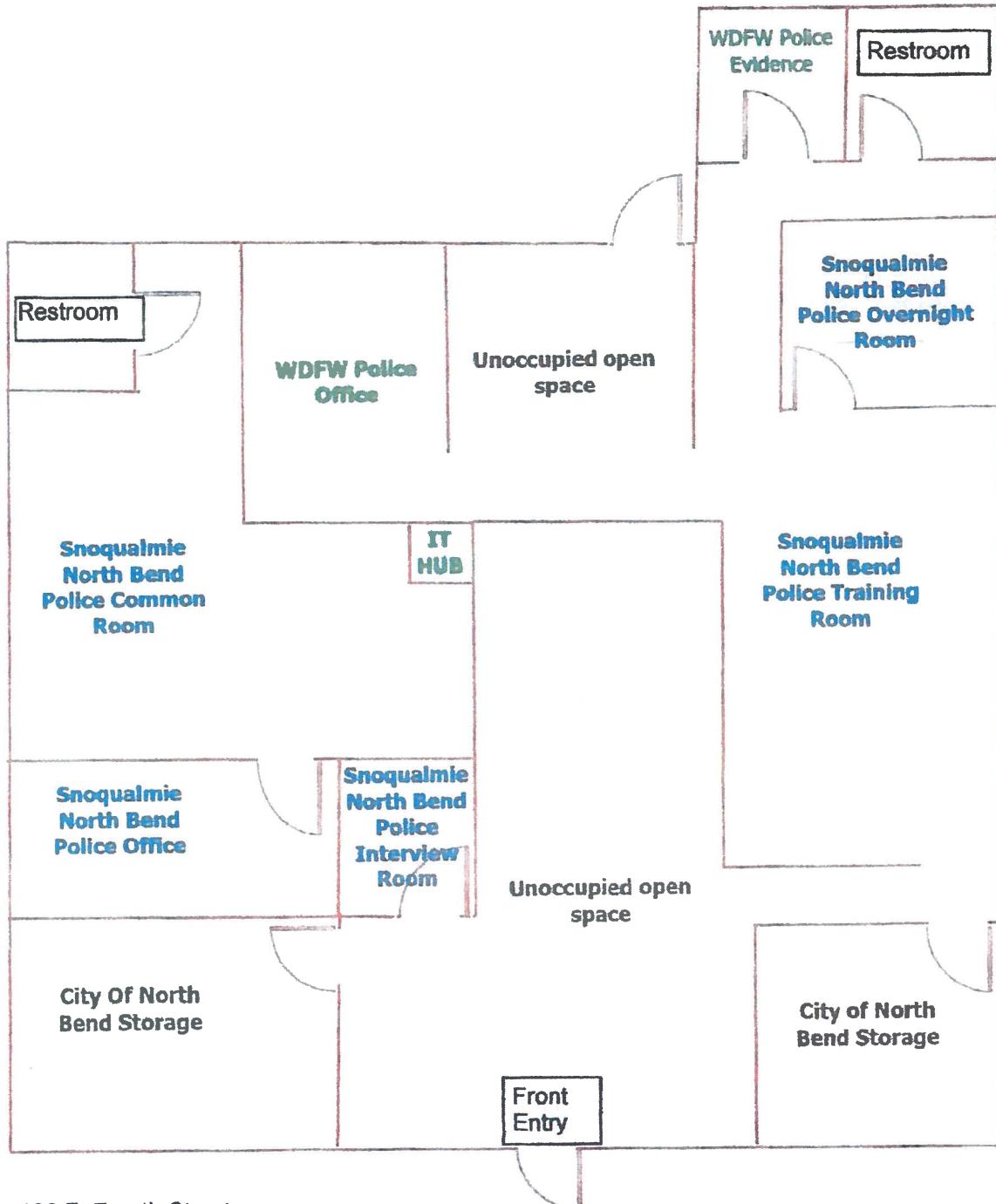
Page 5 of 5

  
Lessor

  
Lessee

EXHIBIT A  
**EXHIBIT A**

Council Packet July 18, 2023



126 E. Fourth Street  
North Bend WA 98045



State of Washington  
DEPARTMENT OF FISH AND WILDLIFE

Mailing Address: PO Box 43200, Olympia, WA 98504-3200 · 360 902-2200 · TDD 360 902-2207

Main Office Location: Natural Resources Building, 1111 Washington Street, Olympia, WA

To: David Miller, City Administrator  
Mark Rigos, Deputy City Administrator  
From: Michele Brady, Facilities Manager

Date: May 12, 2023

Re: Two-month extension in North Bend

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This is to serve as a two-month extension for the Washington State Department of Fish and Wildlife field office located at 126 East 4<sup>th</sup> Street located in the City of North Bend, King County, Washington.

The current lease expired on 4/30/2023 and this extension will serve as an extension of the agreement in the amount of \$1,333.33 for the two month period.

DFW will provide a one year lease for the facility once the spaces have been agreed upon as DFW will be moving between areas within the existing building.

Regards,

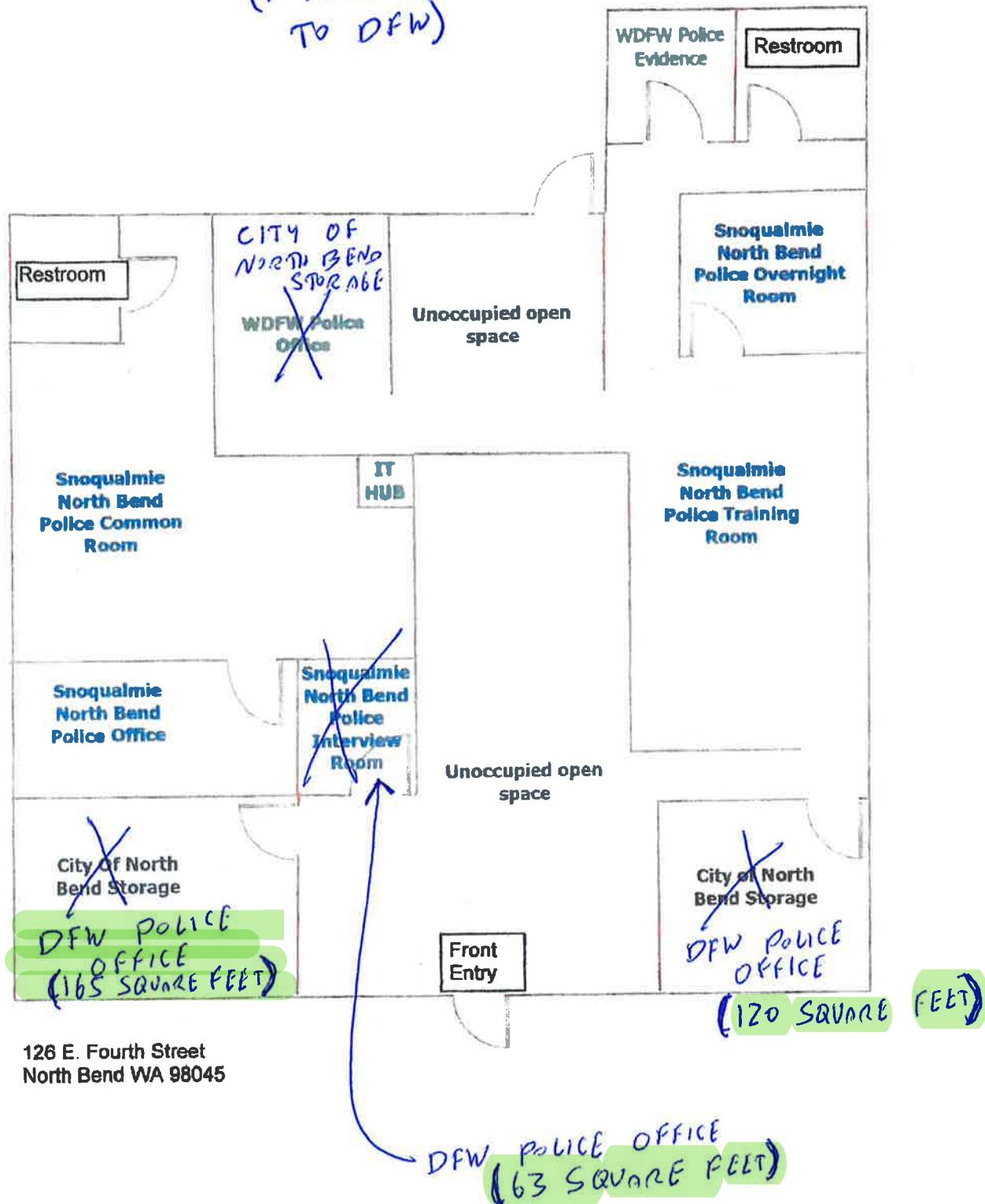
*Michele K Brady*

Michele Brady, Facilities Manager



## EXHIBIT C (NEW FLOOR PLAN)

7/2023 - 6/2024  
(1 YEAR LEASE EXTENSION  
TO DFW)





**SECOND AMENDMENT TO THE  
LEASE AGREEMENT BY AND BETWEEN  
THE CITY OF NORTH BEND AND THE WASHINGTON STATE DEPARTMENT OF  
FISH AND WILDLIFE**

THIS SECOND AMENDMENT (“Amendment”) to the Lease Agreement by and between the City of North Bend, a municipal corporation, hereinafter referred to as (“Lessor”), and the Washington State Department of Fish and Wildlife, hereinafter referred to as the (“Lessee”), effective May 1, 2021 relating to the lease of a portion of the City’s Community and Economic Development Annex and subsequent First Amendment, dated May 12, 2023 (together “Agreement”) is made in consideration of the mutual benefits and conditions hereinafter specified and allowed by Section 3 of the Agreement.

1. Section 2 of the Agreement “Rent” is hereby amended to read as follows:

2. Rent. For use of the Premises, Lessee shall pay Lessor the sum of \$16,000.00 per year. Rent shall be due and payable in equal monthly shares of \$1,333.33 not later than the fifth day of each calendar month during the term of this Agreement. A \$25.00 late charge shall accrue for any late rent payment. Lessee shall also be responsible for and shall pay with and in addition to its rent payment any leasehold excise tax required under RCW 82.29A.

2. Section 3 of the Agreement “Lease Term” is hereby amended to read as follows:

3. Lease Term. The term of this Agreement shall be effective on the 1<sup>st</sup> day of July 2023 (“Effective Date”), and end on the expiration of the 30<sup>th</sup> day of June 2024, unless otherwise renewed, extended, terminated or otherwise modified. At any time prior to the expiration of the Agreement, this Agreement may be renewed upon written mutual agreement between the parties hereto.

3. Section 7 of the Agreement “Permitted Uses” is hereby amended to read as follows:

7. Permitted Uses. The portion of the Premises to be leased to Lessee shall include and be used as follows and are depicted on the illustration shown on Exhibit C incorporated herein by this reference:

- A. Exclusive use of SE Quadrant office (12 feet x 10 feet);
- B. Exclusive use of SW Quadrant conference room (15 feet x 11 feet);
- C. Exclusive use of small windowless office (closet) near SW conference room (9 feet x 7 feet) (near building entry);

- D. Exclusive use of a large closet functioning as an 'evidence room' (5 feet x 9 feet) near NE restroom; and
- E. Use of NE restroom, hallways, break rooms, kitchenette, and other common open areas.

4. Section 10 of the Agreement "Improvements" is hereby amended to read as follows:

10. Improvements. Lessor reserves the right at any time to make alterations or additions to the Premises; provided, no such actions shall be undertaken in a manner that materially interfere with Lessee's use of the Premises. Lessor also reserves the right to construct other buildings or improvements on the parcel where the Premises is located, to make alterations thereof or additions thereto, and to relocate common areas and to grant easements with respect thereto; provided, no such actions shall be undertaken in a manner that materially interfere with Lessee's use of the Premises. Any construction and/or improvements to the Premises shall be approved by the Lessor and done in conformance with federal, state and local law. Should an improvement be made without the permission of Lessor, Lessor has the right to direct Lessee to remove the improvement within 30 days at Lessee's cost PROVIDED, however that Lessee is permitted to install at Lessee's sole cost and expense security cameras on the outside of the Premises. If the improvement is not removed within 30 days, Lessor may remove the improvement and bill Lessee for all related direct and indirect costs of removal and shall be entitled to full payment for those costs by Lessee. No existing buildings and/or improvements on the Premises may be removed without the approval of the Lessor.

5. Section 20 of the Agreement "Utilities and Taxes" is hereby amended to read as follows:

20. Utilities, Taxes and Lawn Maintenance. The Lessor shall pay for all utility services relating to use of the Premises, which shall include HVAC (electrical), janitorial, solid waste, water, sanitary sewer, and outdoor maintenance (lawn mowing).

All other terms and conditions remain as provided in the original Agreement, as amended, in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

~ Signatures to follow~

DATED this \_\_\_ day of July 2023.

CITY OF NORTH BEND

WASHINGTON STATE DEPARTMENT OF  
FISH AND WILDLIFE

By: \_\_\_\_\_  
Rob McFarland, Mayor

By: \_\_\_\_\_  
Michele Brady, Facilities Manager





## City Council Agenda Bill

SUBJECT:	Agenda Date: July 18, 2023	AB23-086
<b>Motion Authorizing Purchase of a Street Sweeper</b>	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance –	
Cost Impact: NTE \$413,731.04 plus tax	Public Works – Mark Rigos, P.E.	X
Fund Source: Equipment Replacement Fund		
Timeline: Immediate		

**Attachments:** Exhibit A - Quote, Exhibit B - Brochure, Exhibit C - Spec Sheet, Exhibit D - Example Picture, Exhibit E - Warranty

### SUMMARY STATEMENT:

For the past several years, the Public Works Department Maintenance Division staff has been working hard to maintain our 1999 Freightliner street sweeper, but the street sweeper has been limping along. City staff believe it is time to replace the street sweeper with a new street sweeper, for the following reasons:

1. When parts break on the City's 1999 Freightliner street sweeper chassis, there are no longer replacement parts available.
2. The 1999 street sweeper has broken down many times during the past several years. This is becoming more problematic with more streets being added to the City's transportation system and the City only has 1 street sweeper.
3. The 1999 street sweeper is 24 years old and is past its useful life span. Depending upon usage and maintenance performed, a typical street sweeper has an average life span of 10 to 12 years (though more modern street sweepers sometimes last longer).
4. The 1999 street sweeper assists Public Works staff in utility locates and emergency/non-emergency utility repairs in tight areas that the vac truck cannot access.
5. There are more special events happening in the City than there used to be which requires use of the street sweeper for cleanup.
6. A street sweeper is currently the Public Works Department's highest priority equipment replacement need.

Recently, City staff had Owens Equipment provide an example street sweeper that had approximately 100 possible options to choose from. That street sweeper is the same as from the Washington State Department of Enterprise Services (DES) contract. The Public Works Maintenance Division staff evaluated those possible options item by item by adding and deleting options to provide the best street sweeper for the City's needs.

Attached is the quote (Exhibit A) for the street sweeper using the DES contract. Some of the more costly options that staff recommend include:

1. Adding the curtain lift and camera system for under the sweeper. It allows the operator to see when there is a buildup rather than seeing a large lump of debris left behind. The curtain lift will allow the front of the suction head to open and clean up the otherwise left behind lump. This is an added cost of approximately \$2,500.

## City Council Agenda Bill

2. Adding the 140-gallon water tank. New trucks come with more nozzles and water usage for dust control. The addition of 140-gallon tank allows 6 hours of constant run time keeping the sweeper working. This is an added cost of approximately \$8,400. A smaller tank would necessitate more water fill-ups and more down time and be less efficient.
3. Adding the rear water drain, press washer, hopper deluge and water air bleed to help in winterization and clean out of the hopper once full. This will shorten a cleanout from 30 minutes to 5 minutes. This is an added cost of approximately \$7,500.
4. Adding the wandering hose so that the streets crew can continue using it for storm drain cleaning and tight spots for utility repairs (the vac truck is too large for some jobs). This is an added cost of approximately \$7,500.
5. Adding the 5-year Warranty (Exhibit E) for \$11,139.70.

The total price of the street sweeper is \$413,731.04 plus sales tax and this will be paid for using the equipment replacement fund which has a \$1.2 million balance. City staff also looked at electric sweepers, but the costs are 75-100% higher, there are only a few manufacturers, and production/delivery dates are unknown as we are still experiencing with our Ford Lighting pickup truck orders from 2022 that have not been delivered yet.

Attached with this agenda bill is a Crosswind 1 Street Sweeper brochure (Exhibit B), specifications sheet (Exhibit C) and example picture (Exhibit D). When purchasing a vehicle from a DES contract, the bid solicitation process is waived for the City as the State has already met this requirement in putting the State contract together and capturing the best prices.

A second possible option is to lease a street sweeper from a local company. The City would need a street sweeper 100 - 150 days per year. The leasing / rental costs are expected to be very high, on the order of \$1,000 - \$1,500 per day. So at 150 days per year at \$1,000 - \$1,500 day, it makes better financial sense for the City to purchase a new street sweeper.

City staff recommend moving forward with the purchase of the Crosswind 1 Regenerative Air Street Sweeper for use by the Public Works Department. This new street sweeper will be a great addition to the City's fleet and will improve road conditions, especially during fall and spring, for residents by removing debris, leaves, and sand used during the winter more effectively and efficiently. The 1999 Freightliner has had a good run, but it's now beyond its useful life.

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

**COMMITTEE REVIEW AND RECOMMENDATION:** The Transportation and Public Works Committee reviewed this item on June 27, 2023 and recommended approval and placement on the Main Agenda for discussion.

**RECOMMENDED ACTION:** **MOTION to approve AB23-086, authorizing the purchase of a street sweeper through the WA State DES Contract and authorizing the Mayor to execute any applicable contracts, in a form and content acceptable to the City Attorney, in an amount not to exceed \$413,731.04 plus sales tax.**

## City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 18, 2023		





**MODEL: CROSSWIND SINGLE ENGINE**  
**EFFECTIVE DATE: 02/27/2023**  
**SUPERCEDES ALL PREVIOUS PRICE LISTS**  
**D.E.S. Price List (U.S. DOLLARS)**  
**REV#1**

**OWEN EQUIPMENT COMPANY**  
**DES Contract 06121**  
**D.E.S. Contract Price List**  
**Effective Date: 2/27/2023**

Quote Date:	<b>5/25/2023</b>
Municipality	City of North Bend
Address	920 SE Cedar Falls Way
City, State, Zip	North Bend, WA 98045
Contact Name	Mark Pray
Contact Phone #	425-888-7654
Contact Fax #	
PO Number	
Account Manager	Peter Blaikie

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 D.E.S. Price before discount	2023 EXTENDED
<b>ECOINFUSED SINGLE ENGINE</b>				
	1127252	<b>CROSSWIND - M2</b> 8.0 cu. Yd. Hopper, right and left side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and includes the standard features listed below.	142,705.20	0.00
1	1128622	<b>CROSSWIND - DUAL - PETERBILT</b> 8.0 cu. Yd. Hopper, right and left side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and includes the standard features listed below.	142,705.20	142,705.20
<b>CHASSIS</b>				
1	SPECIAL	<b>M2 DUAL STEER</b> PETERBILT RIGHT HAND STEER (NON STOCKED CHASSIS) SINGLE SPEED REAR AXLE	Open Market item	0.00
	SPECIAL	PETERBILT DUAL STEER (NON STOCKED CHASSIS) SINGLE SPEED REAR AXLE	Open Market item	0.00
		<b>CHASSIS MOUNTING CHARGE</b>		
1	1127635	M2 CHASSIS - CHASSIS ALTERATIONS	3,746.33	0.00
1	1128609	PETERBILT CHASSIS - CHASSIS ALTERATIONS	3,746.33	3,746.33

**NOTE: Customer Supplied Chassis requires both the Chassis Alterations and the Handling Charge**

**APPLICATION - SPECIFIC PACKAGES**

	SPECIAL	<b>CROSSWIND DUAL FSX PACKAGE</b> Equipped with FSX pickup head ILO the standard Crosswind pickup head, 11" diameter suction hose and polypropylene side broom segments.	Open Market item	0.00
1	4820001	PAINT CAB STANDARD WHITE	N/C	0.00
1	4810001	PAINT SWEEPER STANDARD WHITE	N/C	0.00

**NOTE:** A BODY includes the cost of Elgin standard white finish paint. It does not however, include the price of the chassis.

**NOTE:** The chassis being supplied by a customer or dealer **must** comply completely with all Elgin requirements or the chassis will be modified at dealer's expense.

**NOTE:** For cost of sweeper mounted on any other chassis, consult factory.

**NOTE:** One year warranty on all Elgin supplied parts and labor. Consult your Elgin dealer for full warranty details.

**STANDARD FEATURES**

0	0702255	CROSSWIND SHARED POWER 74HP PARTS MANUAL	STANDARD	0.00
0	0701679	CROSSWIND SHARED POWER 74HP OPERATORS MANUAL	STANDARD	0.00
1	0730166	BROOM MEASUREMENT RULER	STANDARD	0.00
1	1032481	16' 8" WATER FILL HOSE	STANDARD	0.00
1	0701705	MACHINE DELIVERY PACKET	STANDARD	0.00
1	0702020	ELGIN SAFETY MANUAL	STANDARD	0.00

Alternator, 95 amp  
 Backup Alarm, electric  
 Blower, HARDOX®500 steel with linatex lined housing  
 Brooms, hydraulic rotation  
 Brooms, Dual  
 Camera, rear mounted  
 Console, w/rocker switches for all sweep functions, with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter and fuel lever indicator, water level gauge and warning lights for hopper "up", hopper rear door "open" and hopper "full",

Hopper rear door, hydraulically opened/closed and locked/unlocked with external manual controls  
 Hose, hydrant fill, 16'8" (5080 mm) with coupling  
 LED Clearance Lights  
 Lights; rear clearance and rear identification  
 Manuals, operator and parts  
 Mirrors, West Coast type with 8" convex inserts, one each side  
 Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 12-3/4" (324mm) inside diameter suction hose with quick disconnect on suction side  
 Water system; one (1) rocker switch with HI / LOW setting,



MODEL: CROSSWIND SINGLE ENGINE  
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OWEN EQUIPMENT COMPANY  
 DES Contract 06121  
 D.E.S. Contract Price List  
 Effective Date: 2/27/2023

Quote Date:	5/25/2023
Municipality	City of North Bend
Address	920 SE Cedar Falls Way
City, State, Zip	North Bend, WA 98045
Contact Name	Mark Pray
Contact Phone #	425-888-7654
Contact Fax #	
PO Number	
Account Manager	Peter Blaikie

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 D.E.S. Price before discount	2023 EXTENDED
		with auxiliary engine, RPM control, side broom down pressure controls and automotive style blade fuses		
		Doors, access fiberglass doors provide easy service and maintenance on auxiliary engine, hydraulic and electrical system		
		Electronic Actuated Throttle, sweep resume/sweep transport/reverse pick-up		
		Flow Blocker		
			with manual valves for water control	
			Spray nozzles, sixteen (16), seven (7) in the pick-up head, three (3) in the suction nozzle, three (3) at each side broom	
			Side Broom Outer Position Stop	
			Trans Oil Cooler	
			Vacuum enhancer, external manually operated	
			Water tank, molded polyethylene, 240 gallons (907L)	
			Water pre-filter, hydrant fill hose	

1	1126259	<b>MEMORY SWEEP®</b> ***MEMORY SWEEP®	3,793.35	3,793.35
		ELGIN SWEEPER EXCLUSIVE SWEEP RESUME FEATURE; Provides in-cab feedback for operator awareness of sidebroom tilt angle, vacuum enhancer percent open/close and one switch sweep resume of sweep functions. Elgin's optional Memory Sweep® system allows the operator to resume all previous sweep settings, even broom tilt (if so equipped), with one touch control. This feature enhances productivity and reduces fatigue. Memory Sweep incorporates a multi-screen display that indicates system diagnostics as well as optional features such as broom tilt angle, vacuum enhancer position, and broom hours.		

S T E P # 2		SELECT PRODUCT ENHANCEMENTS		
-----SWEEPER COMPONENTS-----				
1	1114911	***BROOM HOURS WITH IN-CAB DISPLAY	156.75	156.75
1	1119215	***VACUUM ENHANCER IN-CAB CONTROL WITH IN-CAB DISPLAY	632.23	632.23
-----SIDE BROOMS OPTIONS-----				
1	1111176	RIGHT HAND GUTTER BROOM TILT WITH IN-CAB DISPLAY	1,368.95	1,368.95
1	1111175	LEFT HAND GUTTER BROOM TILT WITH IN-CAB DISPLAY	1,358.50	1,358.50
1	1127399	VARIABLE SPEED - DUAL SIDEBROOMS	4,310.63	4,310.63

ALL WORK & FLOOD LIGHTS ARE EACH CONTROLLED USING INDIVIDUAL ROCKER SWITCHES				
<i>NOTE: Sidebroom Lights are NOT STANDARD</i>				
	1127624	INDIVIDUAL SWITCHES FOR DUAL SIDEBROOM LIGHTS-LED	1,003.20	0.00
	1127625	INDIVIDUAL SWITCHES FOR RIGHT HAND SIDEBROOM LIGHT-LED	930.05	0.00
	1127626	INDIVIDUAL SWITCHES FOR DUAL REAR FLOOD LIGHTS-LED	1,217.43	0.00
1	1126157	INDIVIDUAL SWITCHES FOR DUAL SIDEBROOM & REAR FLOOD LTS-LED	1,698.13	1,698.13

----WATER SYSTEM (CHOOSE UP TO ONE)----				
	1110823	FUNCTIONAL CONTROL OF WATER SYSTEM	966.63	0.00
<i>FUNCTIONAL CONTROL OF WATER SYSTEM dispenses water with the use of the sweeper function rocker switch. Not compatible with individual control water system. Not compatible with PM-10 water system.</i>				

OR				
1	1113730	***INDIVIDUAL SWITCHES FOR WATER SYSTEM CONTROL <b>(NOT COMPATIBLE WITH PM10)</b>	1,828.75	1,828.75

-----SIDE BROOMS-----				
1	1112947	**DUAL SIDE BROOM SCRUBBING POSITION	2,340.80	2,340.80
<i>SIDE BROOM SCRUBBING POSITION provides additional switch on console to allow the side brooms to sweep inboard in front of the pickup head in the scrubbing position.</i>				

S T E P # 3		SELECT OPTIONS / ACCESSORIES		
-----ALARMS-----				
1	1128244	BACKUP ALARM, SMART	606.10	606.10
-----AUTO LUBE-----				
1	1127489	AUTO LUBE SWEEPER ONLY	5,569.85	0.00



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Contact Name	Mark Pray
Contact Phone #	425-888-7654
Contact Fax #	
PO Number	
Account Manager	Peter Blaikie

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 D.E.S. Price before discount	2023 EXTENDED
<b>-----BROOMS-----</b>				
	1078904	DUAL POLY BROOMS	282.15	0.00
<b>-----DECALS-----</b>				
1	1128152	RED LOGO/CROSSWIND	0.00	0.00
	1128155	WHITE LOGO/CROSSWIND	0.00	0.00
	1122929	SHIP DECALS AND SWOOSH LOOSE IN HOPPER	0.00	0.00
<b>-----GAUGES-----</b>				
1	1061886	HYDRAULIC OIL LEVEL GUAGE W/THERMOMETER	245.58	245.58
<b>-----HOPPER OPTIONS-----</b>				
	1085864	RIGHT HAND INSPECTION DOOR	595.65	0.00
	1085882	LEFT HAND INSPECTION DOOR	616.55	0.00
	1117147	STAINLESS STEEL RIGHT HAND INSPECTION DOOR	621.78	0.00
	1117148	STAINLESS STEEL LEFT HAND INSPECTION DOOR	621.78	0.00
1	1127045	RIGHT HAND INSPECTION DOOR & STEP	1,055.45	1,055.45
	1127046	LEFT HAND INSPECTION DOOR & STEP	1,055.45	0.00
1	1085887	6" HOPPER DRAIN	1,065.90	1,065.90
1	1071234	STAINLESS STEEL HOPPER SCREENS	2,011.63	2,011.63
	1127047	STAINLESS STEEL RIGHT HAND INSPECTION DOOR & STEP	1,071.13	0.00
	1127048	STAINLESS STEEL LEFT HAND INSPECTION DOOR & STEP	1,071.13	0.00
	1119271	STAINLESS STEEL HOPPER DOOR WITH HOPPER DELUGE	1,415.98	0.00
<b>-----LIFELINER HOPPER-----</b>				
1	1124502	LIFELINER HOPPER SYSTEM W/WARRANTY	10,815.75	10,815.75
<b>-----MANUALS-----</b>				
	0702255	CROSSWIND SHARED POWER 74HP PARTS MANUAL	114.95	0.00
	0701679	CROSSWIND SHARED POWER 74HP OPERATORS MANUAL	114.95	0.00
	702490	CROSSWIND SHARED POWER 74HP SERVICE MANUAL	120.18	0.00
<b>-----LIGHTING-----</b>				
	1121500	REAR LED ARROWBOARD	3,547.78	0.00
	1121121	REAR LED BEACON / LED ARROWBOARD	3,929.20	0.00
1	1126158	(2) ALTERNATING FLASHING REAR LIGHTS <i>(MUST SELECT ONE "INDVDSL SWITCHES WORK LIGHT OPTION")</i>	1,442.10	1,442.10
	1126575	LED ARROWSTICK	2,915.55	0.00
<b>-----PAINT-----</b>				
	4811018	PAINT SWEeper YELLOW RAL 1018	627.00	0.00
	4811023	PAINT SWEeper YELLOW RAL 1023	674.03	0.00
	4811037	PAINT SWEeper YELLOW RAL 1037	674.03	0.00
	4813020	PAINT SWEeper TRAFFIC RED RAL 3020	627.00	0.00
SPECIAL		PAINT SWEeper OTHER RAL THAN ABOVE	Open Market item	0.00
SPECIAL		PAINT SWEeper NON RAL COLOR	Open Market item	0.00
<b>-----PM10 COMPLIANCE-----</b>				
1	1132094	PM-10 WATER SYSTEM <i>COMPATIBLE WITH FUNCTIONAL OR INDIVIDUAL WATER SYSTEM</i>	(NOT 5,580.30)	5,580.30
	1132095	PM-10 WATER SYSTEM USE WITH SS HOPPER <i>(NOT COMPATIBLE WITH FUNCTIONAL OR INDIVIDUAL WATER SYSTEM)</i>	5,501.93	0.00
	1132098	PM-10 WATER SYSTEM USE WITH CENTERBROOM <i>(NOT COMPATIBLE WITH FUNCTIONAL OR INDIVIDUAL WATER SYSTEM)</i>	12,116.78	0.00
SPECIAL		PM-10 WATER SYSTEM USE WITH CENTERBROOM AND SS HOPPER <i>(NOT COMPATIBLE WITH FUNCTIONAL OR INDIVIDUAL WATER SYSTEM)</i>	Open Market item	0.00

**-----SAFETY-----**



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	1048643	SLOW MOVING VEHICLE SIGN	214.23	0.00
	5007219	HYDRAULIC JACK, 5 TON	350.08	0.00
	9306848	TRIANGLE REFLECTOR FLARES (3)	125.40	0.00
	1095548	LEFT HAND SIDE CAMERA	799.43	0.00
<b>-----SWEEP COMPONENTS-----</b>				
	1132092	CENTERBROOM	6,421.53	0.00
<b>-----TOOLS/TOOL BOX-----</b>				
	1036150	HYDRANT WRENCH	151.53	0.00
	1057687	TOOL BOX W/TOOLS	950.95	0.00
<b>-----WANDERING HOSE-----</b>				
	1119217	HYDRAULIC WANDERING HOSE	6,562.60	0.00
1	1120863	HYDRAULIC WANDERING HOSE <b>(USE W/VARIABLE SPEED)</b>	6,473.78	6,473.78
1	1128249	4 FT. ALUMINUM WANDERING HOSE EXTENSION - REAR MOUNT	1,024.10	1,024.10
<b>-----WATER SYSTEM-----</b>				
	1032484	25' WATER FILL HOSE (ILO 16' 8")	282.15	0.00
	1040094	QUICK DISCONNECT WATER FILL	700.15	0.00
1	1059209	HOPPER DELUGE	1,410.75	1,410.75
	1088582	HOPPER WATER NOZZLES	747.18	0.00
	1070059	AIR PURGE FOR WATER SYSTEM	569.53	0.00
	1111680	LOW PRESSURE WASH DOWN <b>(NOT COMPATIBLE WITH PM 10)</b>	1,551.83	0.00
	1132096	HIGH PRESSURE WASHDOWN <b>(USE W/CENTERBROOM)</b>	12,038.40	0.00
1	1132093	HIGH PRESSURE WASHDOWN	5,580.30	5,580.30
1	1131853	AIR PURGE FOR WATER SYSTEM <b>(USE W/PM10)</b>	569.53	569.53
<b>-----WIRE MOUNT-----</b>				
	1121740	WIRE/MOUNT RIGHT & LEFT REAR <b>(USE W/WANDERING HOSE)</b>	1,280.13	0.00
	1121741	WIRE/MOUNT R&L REAR <b>(USE W/OUT WANDERING HOSE)</b>	1,280.13	0.00
<b>-----M2 CHASSIS OPTIONS-----</b>				
	1063734	CAB PAINT	5,846.78	0.00
	1070639	LED/STOP/TAIL/REAR TURN LIGHT	846.45	0.00
	1071626	PAINT TRUCK RIMS	1,468.23	0.00
	1109607	12" CONVEX MIRRORS	433.68	0.00
	1081188	EXTRA KEY	62.70	0.00
	1081901	SPARE TIRE & WHEEL, BALANCED	1,640.65	0.00
	1081365	AIR RESTRICTOR GUAGE	1,107.70	0.00
	1111698	FRONT SPRAY BAR <b>(NOT COMPATIBLE WITH THE STANDARD WATER SYSTEM)</b>	762.85	0.00
	1111756	FRONT SPRAY BAR <b>(USE W/PM-10)</b> <b>(NOT COMPATIBLE WITH THE STANDARD WATER SYSTEM)</b>	762.85	0.00
	1090653	DUAL AIR HORN	2,126.58	0.00
	1128650	2 1/2 LB. FIRE EXTINGUISHER	287.38	0.00
	1128651	5 LB. FIRE EXTINGUISHER	323.95	0.00
	1127569	AUTO LUBE TRUCK/SWEEPER	9,535.63	0.00
	1121736	CAB & (2) REAR LED BEACONS <b>(USE W/ WANDERING HOSE)</b>	2,675.20	0.00
	1121737	CAB & (2) REAR LED BEACONS <b>(USE W/ WANDERING HOSE &amp; AIR HORN)</b>	2,675.20	0.00
	1121738	CAB & (2) REAR LED BEACONS <b>(USE W/O WANDERING HOSE)</b>	2,675.20	0.00
	1121739	CAB & (2) REAR LED BEACONS <b>(USE W/O WANDERING HOSE &amp; W/O AIR HORN)</b>	2,675.20	0.00
	1125772	CAB / REAR LED STROBE / LED ARROWSTICK	4,665.93	0.00
	1125773	CAB / REAR WIRE/MOUNT/ LED ARROWSTICK	4,535.30	0.00
	1121162	WIRE/MOUNT CAB & REAR	1,285.35	0.00
	1121163	WIRE/MOUNT CAB & REAR W/GUARD	1,901.90	0.00
	1121164	LED BEACON CAB & REAR	3,035.73	0.00
	1121903	BEACON CAB & REAR WITH ARROWBOARD	5,104.83	0.00
	1121164	LED STROBE CAB/REAR	3,035.73	0.00

-----PETERBILT CHASSIS OPTIONS-----



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	1119463	FRONT SPRAY BAR (NOT COMPATIBLE WITH THE STANDARD WATER SYSTEM)	741.95	0.00
1	1119464	FRONT SPRAY BAR (USE W/PM-10) (NOT COMPATIBLE WITH THE STANDARD WATER SYSTEM)	762.85	762.85
1	1120869	CAB & (2) REAR STROBES (USE W/ WANDERING HOSE)	3,061.85	3,061.85
	1120870	CAB & (2) REAR STROBES (USE W/O WANDERING HOSE)	3,061.85	0.00
1	1121577	EXTRA KEY	182.88	182.88
1	1122155	LED STOP, TAIL, TURN LIGHTS	930.05	930.05
	1123158	2 1/2 LB. FIRE EXTINGUISHER	282.15	0.00
	1123159	5 LB. FIRE EXTINGUISHER	334.40	0.00
		-----WARRANTY-----		0.00
	EW-AIR-NA-2PL	CROSSWIND 2ND YEAR PARTS/LABOR	3,521.65	0.00
	EW-AIR-NA-3PL	CROSSWIND 3RD YEAR PARTS/LABOR	5,355.63	0.00
	EW-AIR-NA-4PL	CROSSWIND 4TH YEAR PARTS/LABOR	8,171.90	0.00
1	EW-AIR-NA-5PL	CROSSWIND 5TH YEAR PARTS/LABOR	11,139.70	11,139.70

FREIGHT RATES				
EFFECTIVE DATE: 01/01/2022				
	FRT-124-001	SELF SHIPPING DOCK CHARGE	1,018.88	0.00
	FRT-124-002	FREIGHT-IL,WI,IA,IN,MI,MN,KY	2,168.38	0.00
	FRT-124-003	FREIGHT-TN,WV,PA,NY	4,284.50	0.00
	FRT-124-004	FREIGHT-NH,VT,ME	5,021.23	0.00
	FRT-124-005	FREIGHT-NEW YORK CITY	5,601.20	0.00
	FRT-124-006	FREIGHT-ND,SD,NE,OK,KS,AR,AL,MO	3,788.13	0.00
	FRT-124-007	FREIGHT-AZ,UT	6,938.80	0.00
1	FRT-124-008	FREIGHT-CA,NV,ID,OR,WA	7,947.23	7,947.23
	FRT-124-009	FREIGHT-CHICAGO/MILWAUKEE	1,175.63	0.00
	FRT-124-010	FREIGHT - FL,LA,TX,NM,CO,WY,MN	5,637.78	0.00
	FRT-124-011	FREIGHT - OH,ST,LOUIS METRO	2,272.88	0.00
	FRT-124-012	FREIGHT - MS,GA,SC,NC,VA,MD	4,577.10	0.00
	FRT-124-013	FREIGHT - RI,DE,CT,NJ,MA	4,169.55	0.00
	FRT-124-014	FREIGHT - LAREDO, TX	8,307.75	0.00
	FRT-124-015	SPECIALIZED TRANSPORT EQUIPMENT	1,332.38	0.00

**SUB TOTAL** **225,845.40**

-----DISCOUNTS-----

1	DISC-124-ADDL	D.E.S. Sourcewell discount	6,775.36	-6,775.36
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**SPECIAL RFQ OPTIONS / OTHER DESCRIPTIONS**

1	CROSSWIND-J SE-OPER MNL REV A	0.00	0.00
1	CROSSWIND-J SE-OPER MNL REV A	110.00	110.00
1	CROSSWIND-J SE-PARTS BOOK	0.00	0.00
1	CROSSWIND-JS SERV MANUAL	115.00	115.00
1	PETERBILT SERVICE	375.00	375.00
1	PETERBILT 220 PARTS	460.00	460.00
1	PETERBILT OPERATOR	60.00	60.00
1	AY-PETERBILT 220 WB156 EPA RH DRIVE ONLY	175,735.00	175,735.00
	(RFQ 81781) SP-3 CAMERA SYSTEM-JS CUSTOMER NOTE: THIS SPECIAL IS FOR A 3 CAMERA SYSTEM: LH CAMERA (SIDE BROOM), RH PUH CAMERA (STANDARD) AND REAR(STD) CAMERAS WITH 7" MONITOR. THE CAMERA MAINLY MONITORS THE SWEEP PATH	707.00	707.00
1	LED ARROWSTICK TOP MOUNT	2,780.00	2,780.00
1	(RFQ 81782) SP-IN CAB CNTRL PUH CURTN-JS	2,719.00	2,719.00
1	(RFQ 81783) SP-PBILT ENG RE-RATE 240HP-JS	3,275.00	3,275.00
1	(RFQ79268) EXTRA 140 GALLON WATER PBILT-JS	8,325.00	8,325.00
		<b>Sub Total</b>	<b>\$413,731.04</b>
		<b>Sales Tax 10.4%</b>	<b>\$43,028.02</b>
		<b>Grand Total</b>	<b>\$456,759.06</b>

(Kent, WA Sale Tax 10.1% + .3%)



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# CROSSWIND®



IMPROVED OPERATOR EXPERIENCE • EASE OF MAINTENANCE • SAVES TIME/COST

## PROVEN SINGLE-ENGINE REGENERATIVE AIR SWEEPER

Searching for a solution that eliminates maintaining and servicing an auxiliary engine on a regenerative air sweeper? Elgin Sweeper Company has the answer. The Crosswind1® eliminates all things associated with a diesel auxiliary engine, providing value to customers that extends beyond having one less engine. The Crosswind1 has undergone years of customer focused testing and validation; ensuring a design that exceeds expectations!



### APPLICATION SOLUTIONS

Elgin Sweeper doesn't offer just one sweeping technology — we take an application-based approach to solving our customers' sweeping needs. Our team works with every customer to ensure they get a machine that fits their specifications, with the right truck, engine configuration, fuel requirements, and options.

### POWERFUL SUPPORT

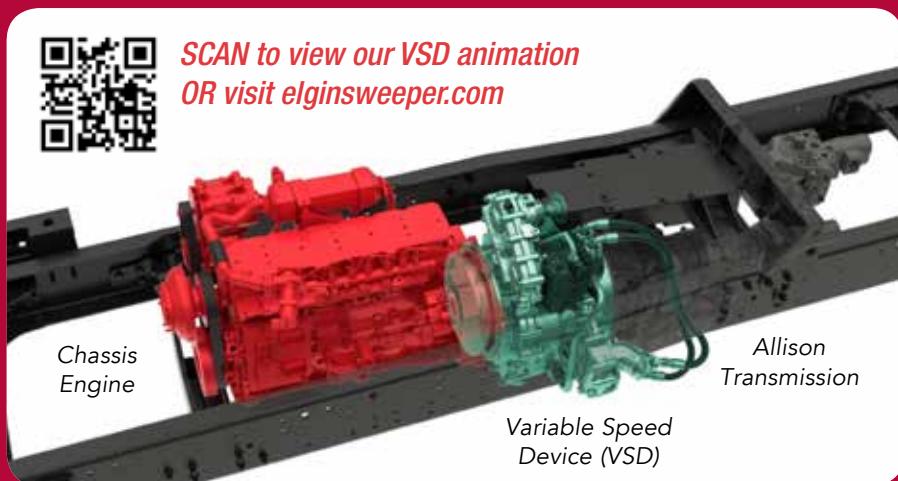
Elgin Sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer team training on proper use and maintenance. We have a worldwide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories, to ensure total customer peace of mind.

### UNMATCHED QUALITY

The Crosswind was introduced nearly 30 years ago and has been continuously improved in design and production. Elgin sweepers are manufactured in an ISO:9001 certified manufacturing plant. Products are painted prior to assembly and quality tested. The Crosswind1 is proudly assembled in the U.S.A. using only the finest materials.

## VARIABLE SPEED DEVICE (VSD) TECHNOLOGY

The Crosswind1 single-engine provides a simple solution; a single push-button operation. This procedure incorporates a Variable Speed Device (VSD) – a planetary gearbox – located between the chassis engine and the Allison transmission. The VSD has two modes of operation; road mode and work mode.



The VSD replaces the diesel auxiliary engine, eliminates a complex aftertreatment system, and untimely regenerations. It's simple to operate, and carries a three year warranty.

### SINGULAR PUSH-BUTTON TECHNOLOGY

The Crosswind1 does not require engaging the park brake before shifting into work or road modes. Shift-on-the-fly design provides unmatched ease of operation; combined with increased productivity.

#### ROAD MODE:

When the VSD is in road mode, the chassis operates normally. The accelerator pedal controls the chassis engine speed and the transmission shifts normally.



#### WORK MODE:

When the VSD is in work mode, the chassis accelerator now controls only the input speed to the transmission, not the chassis engine speed.

# SUPERIOR SINGLE-ENGINE REGENERATIVE AIR SWEEPER

## FLEXIBLE DESIGN

The Crosswind1 mounts on a conventional or cab-over chassis, respectively offering maneuverability, visibility, ease of entry and egress. Elgin's standard auto pickup-in-reverse feature protects the sweep components while allowing quick change of sweeping locations.

## HIGH CAPACITY/EFFICIENT LOADING

The 8 cu. yard (6 m<sup>3</sup>) capacity hopper provides extended sweeping time. Abrasion-resistant steel inlet deflector directs debris flow to the center of the hopper for maximum capacity utilization. Drop down hopper screens make the Crosswind1 easy to clean.

## ERGONOMIC CONTROLS

The Crosswind1's centrally-mounted console features rocker switches for all sweep functions and complete gauges (fuel level, fan hour meter, fan RPM) for quick review of system conditions. A backup camera and alarm are standard for increased operational awareness and safety.

## POWERFUL BLOWER

The Crosswind1 features a nine-vane closed face turbine blower. Vanes are constructed from Hardox® brand steel for durability.

## RESILIENT HOUSING

Replaceable urethane liners inside blower housing extends service life.





#### **SIMPLE, EASY - MAINTENANCE ACCESS**

The Crosswind1 is designed so that systems are accessible and easy to service. The hydraulic system with o-ring face seal (ORFS) fittings is designed for long life and leak-free operation. Heavy-duty, waterproof electrical connectors, and color-coded wires are functionally stamped for quick identification and trouble shooting.

#### **SUPERIOR DUST SUPPRESSION**

The durable 240 gal. (908 L) polyethylene water tank provides ample water capacity. Water is delivered using two run-dry water pumps; distributed through quick-to-clean water nozzles. High/low in-cab selectable pump speeds allow adjustment by application.

#### **UNIQUE TRAILING ARM SIDE BROOMS**

Elgin's trailing arm design provides inward motion to avoid obstacles. Standard parallelogram linkage allows side brooms to closely follow road contours, and maintain a consistent broom tilt (angle) with the road surface. Digging pressure is adjustable in-cab. Brooms can be extended outward for maximum sweep path



#### **HYDROSTATICALLY DRIVEN BLOWER**

Eliminates frequent tensioning of a belt driven blower. Vibration and noise from belt slippage is avoided.



Elgin's optional Memory Sweep<sup>®</sup> system allows the operator to resume all previous sweep settings, even broom tilt (if so equipped), with one touch control. Memory Sweep incorporates a multi-screen display that indicates system diagnostics, as well as optional features such as broom tilt angle, vacuum enhancer position, and broom hours.



### EFFICIENT AIR CONVEYANCE SYSTEM

Efficient air flow, including a superior vacuum source and air routing path, is essential to Crosswind1.

- High volume air flow at high velocity results in exceptional one-pass pickup while reducing plugging that can occur in similar type sweepers.
- A nine-vane closed face turbine blower is hydrostatically driven, eliminating belt tensioning, and provides vibration free and quiet operation.
- A centrifugal dust separator minimizes pressure loss and maximizes sweep performance and fan life.



### HIGH PRODUCTIVITY SWEEP SYSTEM

The sweep path picks up debris close to the curb and across a wide area.

- A 90 in. (2286 mm) wide pick-up head and hydraulically driven 42 in. (1067 mm) dual side brooms provide a 12 ft. (3658 mm) wide sweep path.
- Work with brooms fully extended, or add the optional full broom retract feature for powerful scrubbing action in front of the pick-up head.
- An optional center broom provides added digging power for compacted debris.
- A 12 3/4 in. (324 mm) diameter suction hose accepts large debris. Quick disconnect allows operator to inspect and clean hose and intake tube without raising hopper.
- The vacuum enhancer facilitates sweeping under light and bulky debris conditions.

## Crosswind<sup>1</sup> SPECIFICATIONS:

### SWEEP SYSTEM

High performance regenerative air  
Sweeping path: 12 ft. (3658 mm)  
Side brooms: 42 in. (1067 mm)

### PICK-UP HEAD

High flow with pressure and  
vacuum chamber 2700 sq. in.  
(17,450 sq. cm.)

Pressure hose diameter:  
14 in. (356 mm)

Suction hose diameter:  
12 3/4 in. (324 mm)

### Variable Speed Device (VSD)

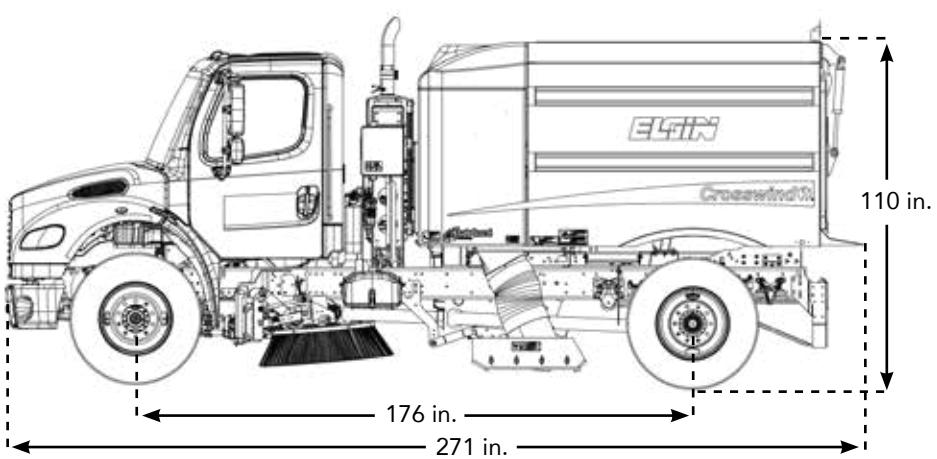
Installed between the chassis engine  
and the Allison transmission;  
eliminates auxiliary engine  
Singular in-cab push button control

### CHASSIS

Choice of conventional or  
cab-over chassis

### TRAVEL SPEED

Highway speeds



**WANDERING HOSE**

The versatile, hydraulic-assist hose gets into hard to reach places and is effective in catch basin cleaning. It handles multiple tubes for especially deep catch basin cleaning.

**LIFELINER® HOPPER SYSTEM**

The LifeLiner® hopper liner and finish system greatly improves the life, durability, and dumping functionality of a sweeper hopper. It is backed by a lifetime warranty\*.

**ADDITIONAL ENHANCEMENTS:**

- Center broom
- Memory Sweep®
- Side broom tilt
- High pressure washdown/ high pressure pump
- Front spray bar
- Hopper deluge
- Auxiliary hydraulic pump
- PM-10 compliant
- Full side broom retract
- Variable speed side brooms
- Full-width magnet
- Rotating beacon
- Auxiliary lighting packages
- In-cab control for vacuum enhancer
- Broom hour meter
- Enhanced water control
- Additional water: 140 gal. (530 L), 280 gal. (1060 L), 360 gal. (1363 L)
- R or L inspection door
- FlowBlocker™

**VISIT THE CROSSWIND PAGE ON [ELGINSWEEPER.COM](http://ELGINSWEEPER.COM)  
FOR APPLICATION-SPECIFIC CONFIGURATIONS**



**CROSSWIND FSX®**  
Top Performance On and Off the Runway



**CROSSWIND GRS**  
Glycol Recovery Sweeper

# What does the Crosswind1® mean?

- 1 less engine to maintain
- 1 less belt to tension
- 1 button operation
- 1 less engine regeneration
- 1 less emission aftertreatment system
- 1 less noisy engine

**1 MORE REASON...  
TO BUY AN ELGIN!**

## WARRANTY

Elgin Sweeper Company backs the Crosswind1® sweeper with a one-year limited warranty. The Crosswind1® is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty information.

Your local Elgin Dealer is:



[elginsweeper.com](http://elginsweeper.com)

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.  
(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice. Some items shown may be optional. Elgin® Crosswind1® Crosswind FSX® Econfused® LifeLiner® and Memory Sweep® are registered trademarks of Federal Signal Corporation. Hardox® is a registered trademark of Hardox wear plate. Federal Signal Corporation is listed on the NYSE by the symbol FSS.  
©2018 Elgin Sweeper Company. Effective 11/18 P/N 0705429

# Crosswind®

## SINGLE-ENGINE 4 WHEEL REGENERATIVE AIR SWEEPER

Searching for a solution that eliminates maintaining and servicing an auxiliary engine on a regenerative air sweeper? Elgin Sweeper Company has the answer. The Crosswind1® eliminates all things associated with a diesel auxiliary engine, providing value to customers that extends beyond having one less engine. The Crosswind1 has undergone years of customer focused testing and validation; ensuring a design that exceeds expectations!

### ELIMINATES:

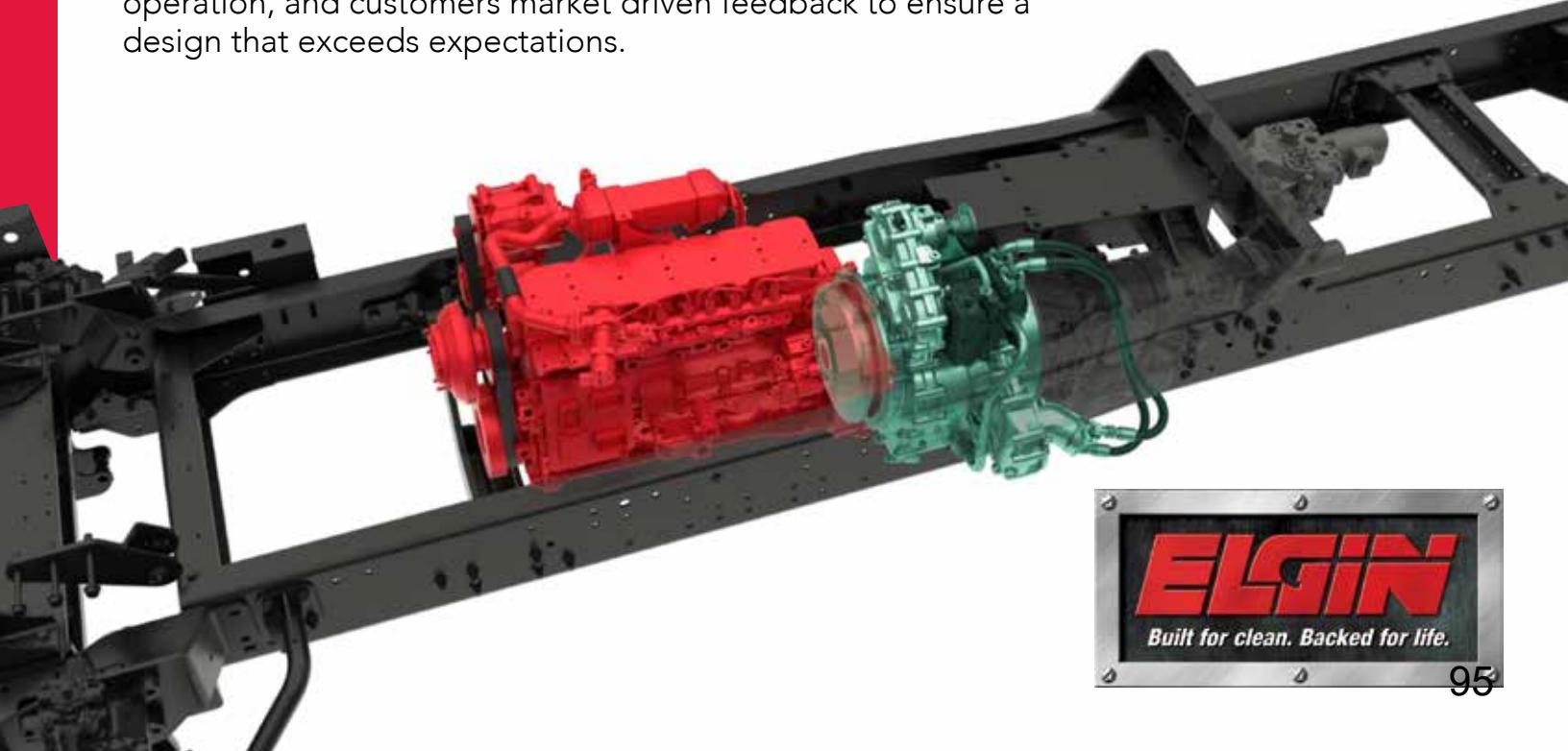
- Maintaining two engines
- Complex aftertreatment system, and maintenance
- Untimely auxiliary engine regenerations
- Cost exposure resulting from “missed” auxiliary engine regenerations
- Cumbersome belt tensioning systems
- Auxiliary engine noise and vibration

### CUSTOMER FEEDBACK:

- Increases productivity
- Easy to use and learn; single push-button on-the-fly operation
- Quiet operation
- Reduces daily checks

### EXHAUSTIVELY PROVEN OVER:

Years of testing and validation, with thousands of miles and hours in operation, and customers market driven feedback to ensure a design that exceeds expectations.



**Variable Speed Device (VSD)**

Replaces auxiliary engine; installed between the chassis engine and the Allison transmission

In "Road Mode" VSD produces 1:1 speed ratio between chassis and transmission

In "Work Mode" VSD allows chassis accelerator pedal to control input to transmission and engine speed remains constant - fan speed is adjustable

Singular in-cab push button control

No parking brake requirement

No complex EPA off-highway aftertreatment system

**Single-engine System**

Make Variable Speed Device

Type Planetary Gearbox Design

Horserpower 240 (179 kW) approved input rating

Torque 560 ft-lb approved input rating

Air Cleaner Dual safety element dry type

Alarm For Low Hyd Oil / High Hyd Temp

**Chassis Engine\***

Make Cummins ISB 6.7 or equivalent

Type in-Line 6 cylinder, turbocharged diesel

Displacement 409 cu. In. (6.7 L)

Horserpower 200 (150 KW) @ 2400 RPM

Torque 520 ft-lbs (708 Nm) @ 1600 RPM

Fuel Tank Capacity 50 gal (189 L)

**Electrical System**

Chassis Battery Rating 12 volt

Sweeper Battery Rating 1000CCA

Chassis Engine Alternator 160 amperes

**Instrumentation / Controls**

Rocker switches in central console gauges:

Blower tachometer, hour meter, fuel, voltmeter, coolant temperature, spray water level gauge, hopper up, hopper rear door open, full load indicator

**VSD mounted Oil Level Sight Gauge****Sweep System - Components****General Specifications**

Sweeping path:

Pickup Head only

90 in (2,286 mm)

Pickup Head & one Side Broom

117 in (2,971 mm)

Pickup Head & two Side Brooms

144 in (3,658 mm)

Travel speed Up to highway speed

**Blower**

Drive direct Jaw-type coupling with hydraulic 2.87 cu-in (47 cc) displacement bent axis motor

Blower Construction Hardox brand steel

Blower Housing 10 gauge (3.4 mm) Steel, rubber-lined for extended wear

**Pickup Head**

Length 90 in (2,286 mm)

Head Area Approx. 2,700 in<sup>2</sup> (17,420 cm<sup>2</sup>)

Hose Diameters

Pressure 14 in (355 mm)

Suction 12 3/4 in (324 mm)

Control Hydraulic raising and lowering

Vacuum Enhancer External, manually controlled

Hose Connection Quick disconnect type near pickup head at lower area of suction hose

Hose Construction Flexible rubber steel reinforced

**Side Broom**

Diameter 42 in (1067 mm)

Disc Construction Steel plate

Speed Constant

Drive Hydraulic motor, protected by relief valve

Mounting Free floating trailing arm

Motion Pneumatically inward/outward, raised/lowered

Adjustment Inward/outward, forward/backward

Digging Pressure/wear control pneumatic in cab

Sweep Position Fully extended or in front of pickup head with optional full retract feature

Type Segment set disposable

**Debris Hopper**

Volumetric Capacity 8 yd<sup>3</sup> (6 m<sup>3</sup>)

Effective Dump Angle 50 degrees

Dust Separator Self-cleaning, centrifugal

Lifting Hydraulic, two-stage telescoping cylinder

Hopper Dump Door Hydraulic open/close and lock/unlock

Hopper Dumping Control In-cab switches combined with Dump Mode control

Hopper Screens Hinged, quick release, steel

Quiet Pak™ acoustical insulation on front cowling and access doors

**Hydraulic System**

Purpose Powers hydraulic motors on side brooms, blower fan, and activates hopper dump cycle

Hydraulic Blower Pump variable - piston type - with 4.2 cu-in (68.8 cc) /rev rating

Hydraulic Sweeper Pump gear driven with capacity of 19.5 GPM (73.8 LPM) @ 3400

RPM; sweeper brooms, hopper dump, and pickup head raise/lower

Reservoir Capacity 23 gal (87 L)

Filter Sweeper Functions System 10 micron spin-on type filter, twin suction strainers 100 mesh. Cooler hydraulic system accessible without raising hopper.

Filter Blower System 6 micron canister type

Filter reservoir vent 10 micron spin-on type breather

**Spray Water System**

Water Tank Construction Polyethylene

Water Tank Capacity 240 gal (908 L)

Fill Hose 16 ft 8 in (5,080 mm)

Pump Type Diaphragm with run-dry capability with HI or LO selectable pump speeds

Pump Capacity 8 GPM (30 LPM)

Pump Pressure 40 PSI (2.7 bar)

Spray Nozzles Total of 16

(21, with optional center broom)

Quick release brass for ease of cleaning or service.

7 in pickup head (12 if with center broom)

3 in suction tube

6 (3 each) side brooms

Controls On-off switches in cab, manually adjustable valves

Filter 100 mesh, cleanable

Fittings Prestomatic Push-To-Lok type with thermoplastic tubing

**Available Enhancements**

- Glycol recovery system

- FSX Airport

- Application System

- MemorySweep®

- Broom hour meter

- Full broom retract

- In-cab vac enhancer control

- Enhanced water control

- Aux. lighting packages

- In-cab side broom tilt

- Variable broom speed

- Wandering hose

- 8 in (203 mm) diameter

- Auto lubrication system

- LifeLiner® Hopper System

- Stainless steel hopper

- Hopper inspection door(s)

- Hopper deluge washout system

**Paint**

Powder Coated,  
Standard Elgin white  
and gray

**Chassis**

Available on commercial  
cabover and conventional  
Consult factory

**Warranty**

**Sweeper**

1 year parts and labor

**VSD**

3 year parts and labor

Your Elgin Dealer is:



Elgin Sweeper Company  
1300 W. Bartlett Rd.  
Elgin, Illinois, U.S.A. 60120-7529  
847-741-5370 Phone  
847-742-3035 Fax  
www.elginsweeper.com

\*Chassis dependent

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Effective 11/18

Specifications subject to change without notice.

P/N 0705414-C







### **LIMITED WARRANTY**

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

**TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

**Marmon-Herrington**

## New Product Warranty – HydroMech VPD

Effective April 1, 2018

**NOTE: THIS WARRANTY IS FULLY TRANSFERABLE****Warranty Description**

This is to certify that we, Marmon-Herrington Company will warrant each new HydroMech VPD purchased from Marmon-Herrington or an Authorized Marmon-Herrington dealer, and installed as original equipment in street sweepers against defects in material and workmanship under approved application use and service. Marmon-Herrington's assemblies are warranted for a period of 36 months with unlimited miles from vehicle 'in-service date'. Under no circumstances will warranty consideration be available after 40 months from original invoice date.

This warranty does not cover normal wear items, or a component that fails, malfunctions or is damaged as a result of: (1) improper installation, adjustment, repair or modification, usage, or application differing from that which was originally approved by Marmon-Herrington; (2) accident, natural disaster, acts of god, climate, combat damage; (3) abuse or improper use, including loading beyond specified maximum vehicle engine power settings that exceed input capacity; (4) improper or insufficient maintenance, to include use unapproved lubricant types or levels, or failure to follow published maintenance schedules; (5) costs incurred gaining access to components due to chassis or body design, or vehicle location.

In the event that a HydroMech VPD fails in use due to any reason covered by this warranty, Marmon-Herrington shall repair or replace such warranted part, as set forth herein.

This warranty provides for parts and labor. Marmon-Herrington reserves the right to provide replacement parts directly to the repair facility. Labor hours are limited to the Marmon-Herrington Standard Repair Time Table. This warranty does not include travel time, travel expenses or towing charges. This warranty does not cover any part or component not sold by Marmon-Herrington.

This warranty is in lieu of all other warranties expressed or implied. Marmon-Herrington does not authorize any other entity to assume or express any liability in conjunction with the purchase or sale of Marmon-Herrington parts or components.

**Repair Reporting**

Owner/Operator must contact Marmon-Herrington Customer Service prior to performing any repairs to receive Repair Authorization to be eligible for warranty reimbursement. This authorization does not guarantee reimbursement, but acknowledges that the vehicle or component is within the warranty period, and that a claim has been activated. It is the responsibility of the owner/operator to ensure that the repair facility acknowledges and complies with the guidelines of this policy.

At the time of Repair Authorization request, the following must be provided:

- a) Product Serial Number
- b) Marmon-Herrington Sales Order Number
- b) Vehicle Identification Number
- c) Vehicle In-Service Date
- d) Current mileage

**Repair Procedure and Claim Filing**

Repair facilities will submit a written estimate of costs after it is determined that a warrantable condition exists.

Estimates must contain the following information:

- (a) List of all necessary parts required.
- (b) Labor costs for disassembly, inspection and diagnosis.
- (c) Current labor rate.

**Repair Orders and Invoices** Repair orders, claims and/or invoices must contain the following:

- (a) Authorization number
- (b) Customer name, address, and contact
- (c) Vehicle Identification Number
- (d) Component Model and Serial Number

Note: Miscellaneous items such as shop supplies, environmental charges, or "default administrative costs" will not be paid. All materials and supplies must be itemized and clearly defined. Any sublet repairs must have an accompanying invoice from the original vendor.

Marmon-Herrington reserves the right to withhold payment until failed parts are returned for analysis. A Return Authorization will be issued at the time replacement parts are shipped.

While Marmon-Herrington operates a full-service parts department, replacement parts for warranty repairs must be obtained through Marmon-Herrington Customer Service to be eligible for warranty reimbursement. Claims that include parts purchased through other sources will be subject to cost adjustment.

Service Parts are warranted for a period of ninety (90) days or five thousand (5,000) miles, whichever occurs first. All other standard warranty conditions apply.

## LIMITED LIFETIME WARRANTY of OPTIONAL “LIFELINER HOPPER SYSTEM”

Limited Warranty. This warranty applies only to the debris hopper of machines manufactured by ELGIN SWEEPER COMPANY (“ESCO” or the “Company”) and which were manufactured with the LifeLiner Hopper System option. This warranty is against any defects in material and workmanship which cause a hole to be worn or corroded through the base metal of the debris hopper, and extends for as long as the original purchaser continues to own the machine, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the first end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced only by the original owner, and not by any subsequent transferee during the warranty period.

Exclusive Remedy. Should the debris hopper develop a hole due to corrosion or wear during this warranty period, ESCO will cause the debris hopper to be repaired or replaced, as the Company may elect, if the Company's examination discloses that this failure was due to defective material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This warranty does not replace either the standard warranty or any extended warranty which was purchased with the machine. Any failure which occurs during either of those warranty periods will be remedied in accordance with the terms of the applicable published “Elgin Limited Standard Warranty”, or the appropriate Extended Limited Warranty.

Customer Responsibility: It is required that the customer inspect the hopper coating regularly, and repair any minor peeling, blistering, etc. which might lead to a more catastrophic failure if left unattended.

This LifeLiner Hopper System Warranty shall not apply to (and ESCO shall not be responsible for):

1. Failure resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
2. Failure resulting from repairs, modifications or alterations made without the express written consent of ESCO, which in the Company's sole judgment, compromised the integrity of the LifeLiner Hopper System.
3. Failure resulting from misuse, negligence, accident or improper maintenance of the debris hopper, including routine repair of any chips or dings in the hopper exterior paint caused by impact from foreign objects.
4. Cosmetic issues such as, but not limited to, fading, color changes, etc.

**\*NOTE\*** The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate this warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY IS, AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF ANY WARRANTY POSSIBLY ASSERTED FAILS OF ITS ESSENTIAL PURPOSE

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



ELGIN SWEEPER COMPANY  
1300 W. Bartlett Road  
Elgin, Illinois 60120

Rev Jan 2013