



CITY COUNCIL MEETING*

September 19, 2023 – Agenda

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

7:00 P.M. – CALL TO ORDER, ROLL CALL, FLAG SALUTE

CONSENT AGENDA:

		Pg.#
1) Minutes	Special Council Workstudy of August 29, 2023 & Council Meeting of August 15, 2023	1
2) Payroll	August 18, 2023 – 28688 through 28695, in the amount of \$278,615.22	
	September 5, 2023 – 28696 through 28703, in the amount of \$340,892.13	
3) Checks	September 5, 2023 – 74429 through 74512, in the amount of \$865,325.83	
	September 19, 2023 – 74513 through 74570, in the amount of \$1,587,347.10	
4) AB23-105	Resolution – Accepting 2023 Annual Sidewalk Repairs Project	Mr. Rigos 7
5) AB23-106	Motion – Authorizing Contract with Parametrix for NBW Bridge 1135-3	Mr. Rigos 11
6) AB23-107	Motion – Authorizing Contract with Parametrix for NBW Bridge 1135-4	Mr. Rigos 29
7) AB23-108	Motion – Authorizing CO #1 with Fury for Stilson Ave. Sidewalk Project	Mr. Rigos 45
8) AB23-109	Motion – Authorizing Contract with Si View MPD for Meadowbrook Operations & Maintenance	Ms. Deming 49

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

9) Introduction	Interim Finance Director Drew Bauta & Economic Development Manage James Henderson	Mayor McFarland
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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 Miller
	Mayor Pro Tem – Councilmember Koellen
	Eastside Fire & Rescue Board – Councilmember Gothelf

INTRODUCTIONS:

10) AB23-110	Motion – Authorizing ILA with Snoqualmie for Meadowbrook Governance, Operations & Maintenance	Ms. Deming 71
11) AB23-111	Motion – Authorizing KC Grant for Meadowbrook Trail Project	Mr. McCarty 127
12) AB23-112	Motion – Approving Housing Action Plan	Ms. Deming 159

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. Please provide comments by 5 p.m., Tuesday, September 19, 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 SPECIAL WORKSTUDY NOTES
August 29, 2023
City Hall, 920 SE Cedar Falls Way, North Bend, WA

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

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

Staff Present: City Administrator David Miller, Community & Economic Development Director Rebecca Deming, Senior Planner Jamie Burrell, Communications Manager Bre Keveren and City Clerk Susie Oppedal.

Guests Present: Blueline (Atwell, LLC) Consultants Andy McAndrews, Cyrus Oswald & Caitlin Hepworth

Housing Action Plan

Community & Economic Development Director Deming explained the City received grant funds in 2021 for a joint Snoqualmie Valley Cities Housing Needs Assessment as well as an individual Housing Needs Assessment and Housing Action Plan (Plan) for the City. The culmination of the process included a Planning Commission recommended Housing Action Plan that was presented to the City Council on June 20, 2023. Following discussion at the City Council meeting, Council requested review of the Plan at a Council Workstudy prior to subsequent consideration at the September 19, 2023 City Council meeting.

Council and staff discussed the following: Council's ability to express vision/community message in proposed Housing Action Plan, City of Carnation letter regarding Housing Action Plan, maximum growth, increased density downtown, definition of affordable housing, different types of subsidies/incentives for affordable housing, difference between affordable housing and market rate housing, building tax base by commercial development, requirements/goals of Growth Management Act, policy evaluation, addressing missing housing types, upcoming Housing Element to Comprehensive Plan, 1,748 additional housing units to meet 2044 goal (55 units per year), zoning/density, density in Urban Growth Area, Fair Housing Laws, senior housing and ability to modify Plan.

Blueline Consultant Caitlin Hepworth reviewed strategies in the Plan and Council suggested the following changes:

- A.1.3 – remove “workforce and mixed use” and replace with “affordable”
- A.1.4 – delete “and implement housing” and add “affordable” after “increasing”.
- B.1.3 – remove “missing middle and multifamily” and replace with “affordable”

B.2.1 – delete entire section

B.2.2 – delete entire section

B.2.4 – change “multifamily projects affordable to working class households” to “affordable housing”

Community & Economic Development Director Deming concluded by noting staff/consultants would clean up the rest of the Plan to coincide with the above requested changes prior to bringing back the Plan to the September 19, 2023 City Council meeting for consideration and possible adoption. It was also requested that Council provide input to Ms. Deming on what wording they wanted for the “Community Message/Council Preamble” so that it could be incorporated into the Plan.

Mayor Pro Tem Koellen requested Council check their availability for a Council Retreat in October.

Adjournment

The Workstudy closed at 8:32 p.m.

Heather Koellen, Mayor Pro Tem

ATTEST:

Susie Oppedal, City Clerk

NORTH BEND CITY COUNCIL MINUTES

August 15, 2023

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

CALL TO ORDER, ROLL CALL:

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

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

Mayor McFarland announced AB23-102 – Motion Authorizing Purchase of IT Network Equipment was pulled from tonight's agenda.

CONSENT AGENDA:

Minutes – Council Workstudy of July 25, 2023 & City Council Meeting of August 1, 2023

Payroll – August 4, 2023 – 28681 through 28687, in the amount of **\$344,830.99**

Checks – August 15, 2023 – 74382 through 74428, in the amount of **\$847,332.42**

AB23-095 – Motion Authorizing CO #7 with MSI for WWTP HPI Project Phase 1

AB23-096 – Resolution 2078 Accepting WWTP HPI Project Phase 1

AB23-097 – Motion Authorizing On-Call Contract with DCG/Watershed Inc.

AB23-098 – Motion Authorizing Contract with King County for I-Net Services

AB23-099 – Motion Authorizing Contract with Pendleton Consulting, LLC

AB23-100 – Motion Authorizing LOU to PW CBA RE Pension for Temp Workers

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

AB23-101 – Youth Appointment to Parks Commission

Audio: 2:44

Mayor McFarland recommended the appointment of Kaylie McGhee to Youth Position No. 5 on the Parks Commission.

Councilmember Koellen **MOVED**, seconded by Councilmember Joselyn to approve AB23-101, confirming the appointment of Kaylie McGhee to Youth Member Position No. 5 on the Parks Commission, term expiring August 31, 2024. The motion **PASSED** 6-0.

Presentation – Community Survey

Audio: 8:26

Jason Morado of ETC Institute provided a presentation on the results of the recent community survey. He discussed the purpose, methodology, and location of survey

respondents and concluded by noting the survey reflected that overall residents had a positive perception of North Bend, satisfaction with City services was higher in North Bend than other cities and the top overall priorities were economic development efforts and maintenance of City streets.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Miller, Chair
A report of the August 15th meeting was provided.

Finance & Administration Committee – Councilmember Gothelf, Chair
A report of the August 8th meeting was provided.

Public Health & Safety Committee – Councilmember Rosen, Chair
A report of the August 1st meeting was provided.

Transportation & Public Works Committee – Councilmember Loudenback, Chair
A report of the July 25th meeting was provided.

Planning Commission
A report of the August 2nd meeting was provided.

Parks Commission
No report.

Economic Development Commission
A report of the July 25th meeting was provided.

Council Workstudy – Mayor Pro Tem Koellen
A report of the July 25th meeting was provided.

Snoqualmie Watershed Forum – Councilmember Joselyn
A report of the July 19th meeting was provided.

Interim Police Chief Lynch introduced new Snoqualmie/North Bend Police Officers Joseph Spears, Drew Ward and Marcus Sanchez.

INTRODUCTIONS:

AB23-103 – Motion Authorizing 3rd Amendment with DNR Regarding Dahlgren Park Audio: 1:14:16

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

Councilmember Loudenback **MOVED**, seconded by Councilmember Rosen to approve AB23-103, authorizing the Mayor to execute a Third Amendment to the ILA between the City of North Bend 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** 6-0.

AB23-104 – Motion Authorizing Contract with PH Consulting for 2024 Sidewalk Gaps Project **Audio: 1:18:47**

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

Councilmember Loudenback **MOVED**, seconded by Councilmember Miller to approve AB23-104, authorizing a contract with PH Consulting for the 2024 Sidewalk Gaps Project, in a form and content approved by the City Attorney, in an amount not to exceed \$257,723.45. The motion **PASSED** 6-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Miller commented on last weekend's Festival at Mt Si and thanked the Festival Committee and all that volunteered their time to ensure it was a successful event. Additionally, she thanked the Wyrsh family for their ongoing support of the festival's fireworks display.

Councilmember Elwood echoed Councilmember Miller's comments regarding the Festival at Mt Si and encouraged everyone to exercise caution during the hot weather.

Councilmember Rosen noted tonight was Councilmember Loudenback's last meeting. He thanked him for his service and dedication to the citizens of North Bend and noted it was a pleasure to serve with him for the past eighteen years.

Councilmember Koellen commented her thoughts were with the residents of Lahaina that suffered from the devastating effects of a recent wildfire. She requested the City move forward with planning and response efforts for a potential wildfire.

Deputy City Administrator/Public Works Director Rigos thanked outgoing Councilmember Loudenback for his positive impact and contributions to the City of North Bend.

Mayor McFarland spoke regarding the following items:

- Human & Community Services Grant Request Application Deadline Sept. 1st
- Yard Waste Recycling – Saturday, August 19th 8 a.m. to Noon @ Public Works
- Cancellation of August 22nd Regular Workstudy & Notice of Special Workstudy on August 29th
- Recent Passing of Gardiner Vinnedge

- Outgoing Councilmember Ross Loudenback

Councilmember Loudenback thanked the citizens of North Bend for the honor and privilege to serve them for the past eighteen years. Additionally, he noted what a pleasure it was to work with fellow Councilmembers, City Administration and staff during his time on the City Council and thanked them for all of their hard work on behalf of the residents of North Bend.

ADJOURNMENT:

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

The meeting adjourned at 8:35 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: September 19, 2023	AB23-105
Resolution Accepting 2023 Annual Sidewalk Repair Project	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – Rebecca Deming	
Cost Impact: N/A	Finance – Drew Bouta	
Fund Source: N/A	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		
Attachments: Resolution		

SUMMARY STATEMENT:

At the May 2, 2023 City Council meeting, the City Council approved a construction contract amount of \$162,834.75 including sales tax with Dallum Build Company, LLC (contractor) to perform the 2023 Annual Sidewalk Repair Project. Work consisted of mobilization, traffic control, removal of trees, stump grinding or removal, removal of existing sidewalk panels, tree root removal as necessary to place new sidewalk, placement of crushed rock as necessary for new sidewalk base, pouring of concrete sidewalk and ADA ramps, and restoration with topsoil and seeding. Sidewalk improvements to enhance public safety were primarily performed in the New Si View and Forster Woods neighborhoods.

There was one change order on this project which covered the replacement of an additional ADA ramp for \$5,663.20 and the contractor finished the work scope within the contracted timeline. The final project cost was \$168,497.95 including sales tax.

Project construction began May 4, 2023 and was physically completed July 28, 2023. All necessary documentation has been received by the City and the project is ready for close-out.

Retainage cannot be released until the project has been accepted by the City Council, all liens have been satisfied, and all taxes have been paid. Upon receipt of all necessary documentation, retainage shall be released.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the August 22, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-105, a resolution accepting the 2023 Annual Sidewalk Repair Project as complete and authorizing the release of retainage.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
September 19, 2023		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE 2023 ANNUAL SIDEWALK REPAIR PROJECT AS COMPLETE AND AUTHORIZING THE RELEASE OF RETAINAGE

WHEREAS, City of North Bend staff requested bids for the 2023 Annual Sidewalk Repair Project (Project); and

WHEREAS, Dallum Build Company, LLC submitted the lowest responsive and responsible bid; and

WHEREAS, the Project was awarded to Dallum Build Company, LLC on May 2, 2023; and

WHEREAS, Dallum Build Company, LLC started the work on May 4, 2023 and completed work on July 28, 2023; and

WHEREAS, the final cost of the project was \$168,497.95 including sales tax; and

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

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

Section 1. The City of North Bend accepts Dallum Build Company, LLC work on the 2023 Annual Sidewalk Repair Project.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF
SEPTEMBER, 2023.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Resolution

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: September 19, 2023	AB23-106
Motion Authorizing Contract with Parametrix for Bridge 1135-3 Deck Repair and Overlay Project	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – Rebecca Deming	
	Finance – Drew Bouta	
Cost Impact: \$0 Fund Source: Federal Grant BHM-2817(003) for \$1,912,000 Timeline: Immediate	Public Works – Mark Rigos, P.E.	X
Attachments: Work Scope & Fee for Bridge 1135-3		
SUMMARY STATEMENT:		
The City of North Bend owns Bridges 1135-3 (North Bend Way bridge over South Fork Snoqualmie River) and 1135-4 (North Bend Way bridge over Ribary Creek just west of Bridge 1135-3) and both are in need of deck repairs and grind/overlay work. There are many potholes on and between these two bridges along with near failing bridge joints and bridge approaches which are starting to sink.		
During North Bend's January 3, 2023 City Council meeting, the Council accepted a federal bridge program grant in the amount of \$1,912,000 with a zero local match requirement for design and construction of bridge deck repairs and grind/overlay work for North Bend Bridge 1135-3.		
Attached is a scope of work and fee from City staff's selected consultant Parametrix for bridge deck repair design services for Bridge 1135-3. Total design cost for bridge 1135-3 is \$222,148.42 and is covered 100% by federal funds.		
Design services shall include project management, environmental permitting (NEPA/HPA), construction load rating to determine construction equipment weight limitations and spacing for the overlay removal and replacement, geotechnical services for sinking approaches and pavement design, and 30/90/Final PS&E.		
The City shall use a local agency professional services contract provided by WSDOT for the design work as a requirement of the federal funds.		
City staff have selected Parametrix to perform this work based on their extensive knowledge of bridge deck repair work which was apparent after the statement of qualifications and interview process that was conducted earlier this year.		
Bridge 1135-4 was not eligible for federal funding due to its size, thus deck repairs and grind/overlay design work for this project would need to be covered with local funds under a separate City professional services contract. A separate agenda bill including the scope of work and fee for Bridge 1135-3 design services will be brought to Council for approval. Design work for both bridges will be done under one bid package with separate schedules of work to track construction costs separately.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		

City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the August 22, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-106, authorizing a contract with Parametrix for the Bridge 1135-3 Deck Repair and Overlay Project, in a form and content approved by the City Attorney, in an amount not to exceed \$222,148.42.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 19, 2023		



SCOPE OF WORK

City of North Bend Bridge 3 Deck Repair and Overlay Project

INTRODUCTION

The City of North Bend (City) was awarded federal funding through the Washington State Department of Transportation (WSDOT) Local Bridge Program for Bridge 1135-3 (Bridge 3) deck repairs. The repairs will consist of overlay removal and replacement, miscellaneous bridge deck repairs as needed, bridge joint repairs and/or replacement, approach settlement repairs, and a bridge construction load rating. Other tasks include environmental permitting, and traffic control. The City has requested Parametrix (Consultant) to develop Plans, Specifications, and an Estimate (PS&E) for the bridge deck repair project (Project).

Bridge 4 is another City-owned bridge just west of Bridge 3. The bridge spans over Ribary Creek and was constructed at the same time as Bridge 3. It is also in need of an overlay replacement. To leverage the two projects the City plans to advertise both bridges under a single construction contract in the form of a Tied Bid. However, both the design and construction funding for each bridge will be separate; Bridge 3 will be federally funded through WSDOT Local Programs and Bridge 4 will be funded by the City. Therefore, the deck repair design effort for Bridge 4 will be developed as a separate scope.

The following scope will cover the design effort for Bridge 3.

Project Assumptions

- The City will provide all available bridge as built, inspection reports, and load ratings.
- Final Plans, Specifications, and Estimate (PS&E) will be completed in December 2023.
- The project will be delivered in accordance with WSDOT Local Agency Guidelines (LAG) Manual requirements.
- Bridge 3 and Bridge 4 will be advertised as a Tied Bid. The Tied Bid will require approval from WSDOT and will be in accordance with LAG Manual requirements.
- The Disadvantaged Business Enterprise (DBE) goal for this Project is 19%.

TASK 01 – PROJECT MANAGEMENT

Subtask 01-01 – Parametrix Project Management

Objectives

The objective of this task is to provide overall project management of the consultant contract with City.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.

- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly design team meetings with an issues list to document project design decisions.
- A Kick-off meeting involving project stakeholders, including among others the City, the design team, WSDOT, WDFW, DOE, and the Snoqualmie Tribe.
- Monthly Progress Reports – Prepare a monthly invoice for services performed.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.
- Coordinate with WSDOT Local Programs.
- Coordinate with Project stakeholders including WDFW, DOE, and the Snoqualmie Tribe.

Deliverables

Deliverables for this task include:

- Monthly progress reports enclosed with invoices.
- Weekly informal progress check-ins (e-mail).
- Meeting Agendas and Notes for the kick-off and biweekly City coordination meetings.
- Miscellaneous correspondence to document project management issues.

Assumptions

Assumptions for this task include:

- Project duration is 9 months.
- Budget assumes 18 bi-weekly meetings.

TASK 02 – ENVIRONMENTAL PERMITTING

The objective of this task is to provide environmental permitting documentation and coordination on behalf of the National Environmental Policy Act (NEPA) [Subtask 02-01] and for Washington Department of Fish and Wildlife Hydraulic Permit approval for working over a water of the state (South Fork Snoqualmie River) [Subtask 02-02].

At the local level, it is expected this project: 1) will not include wetland, stream, or floodplain work; therefore, no critical areas review or floodplain development permit is required; 2) will be exempt from SEPA threshold determination per NBMC 14.04.050(E) for maintenance of a public structure; 3) will be exempt from a right-of-way permit since the work is on behalf of public works; 4) will be exempt from shoreline substantial development permit requirement per WAC 173-27-040; 5) will be exempt from stormwater review due to no net increase in PGIS; 6) will not require a grading permit since it is not expected this work will cause any changes to the natural surface or topography by clearing, grading, filling, or drainage alteration. However, it is still the project proponent's responsibility to confirm these findings with local officials through a formal pre-application process and formally request exemptions as necessary. This activity is described in Subtask 02-03.

Subtask 02-01 – NEPA Documentation

Objective/Goal

The Bridge 3 overlay project is federally funded through the Federal Highway Administration (FHWA); therefore, we will follow the National Environmental Policy Act (NEPA) process. This will require the preparation of a NEPA Categorical Exclusion Documentation Form and the preparation of a No Effect Assessment (NEA) in compliance with Section 7 of the Endangered Species Act (ESA).

Approach

Prepare a NEPA Categorical Exclusion Documentation Form and narrative that includes a project description, purpose and need, vicinity map, site plan, and construction details. Information will be supplemented by documentation prepared on behalf of design including Subtask 3-04 for stormwater, Task 4 for geotechnical, and Task 5 traffic control. The cultural resources report prepared for the bridge scour project will be referenced as necessary. This task will also include the preparation of an ESA No Effect Letter.

Deliverables

- Draft and final NEPA Categorical Exclusion Documentation Form and narrative.
- Draft and final ESA No Effect Letter.

Assumptions

- For this scope, NEPA documentation will emphasize Bridge 3 work only, not the locally funded projects to the west, which includes repaving of roadway and Bridge 4. It is assumed the repaving project to the west of Bridge 4 can be characterized as having independent utility, and WSDOT local programs will agree with this approach.
- The project would be exempt from Section 106 review since activities are expected to be limited to resurfacing and expansion joint repair that would not be “character defining” to the bridge.
- The project will not require supplemental documentation for:
 - Noise (no vertical or horizontal changes in alignment that would trigger a noise assessment)
 - Wetland or Streams (no work in these resources)
 - Hazardous Materials (no disturbance of soils)
 - Section 4(f) or 6(f) (assumed exempt for maintenance)
 - Air quality (project not in a current Environmental Protection Agency (EPA) 20-year maintenance area)
 - Floodplains (no addition of impervious surface or fill)
 - Groundwater (no EPA-mapped sole source aquifers in the study area)
 - Recreational areas (none are identified on or near the study area)
 - Environmental Justice (project can be constructed without detours)
 - Energy, land use, aesthetics, or public services (paving and resurfacing will not affect)
- The City of North Bend will coordinate directly with the region’s WSDOT environmental engineer.

- WSDOT local programs will concur with the City of North Bend that project activities would not individually or cumulatively have a significant environmental effect; therefore, no further NEPA documentation would be required outside of the DCE (i.e., Environmental Assessment, Environmental Impact Statement).
- According to Ecology's Federal Consistency Procedures, Washington State Coastal Zone Management Program (guidance #ECY 22-06-022), state or local agencies that receive federal assistance are not subject to review by DOE under the State Coastal Zone Management Program.
- This subtask includes budget for two meetings with WSDOT and other stakeholders (e.g., Snoqualmie Tribe, Ecology, City of North Bend). The meeting will be attended by up to two Parametrix staff and will require a total of 2 hours each (1 hour meeting plus 1 hour prep, agenda, meeting minutes).
- To comply with Section 7 of the ESA, this SOW assumes the preparation of a No Effect Assessment (NEA) addressing the potential impacts of the proposed action on species and habitat that are protected under the ESA.
- Most information for the ESA Section 7 NEA will be derived from the Bridge Scour Project submitted to the United States Corps of Engineers (USACE) in October 2022.
- ESA Section 7 assessment will include one site visit by a Parametrix biologist.
- It is assumed the analysis will find no potential for effects on ESA-listed species or critical habitat and consultation with the services, that is, National Marine Fisheries Service and U.S. Fish and Wildlife Service, will be unnecessary.
- The NEA will be prepared in accordance with the scope and quality requirements in the current version of the WSDOT Advanced Training Manual for Biological Assessment Preparation for Transportation Projects and using templates obtained from WSDOT's website.

Subtask 02-02 – Hydraulic Project Approval

Objective/Goal

At the state level, Washington State law (RCW 77.55) requires projects in or near state waters to obtain Hydraulic Project Approvals through the Washington Department of Fish and Wildlife (WDFW). The objective of this subtask is to prepare and submit for WDFW's approval for working over the South Fork Snoqualmie River, a water of the state.

Approach

The following activities are associated with this task:

- Complete and submit the Hydraulic Project Approval (HPA) application package to the Washington Department of Fish and Wildlife (WDFW) including:
 - Agent Authorization Letter
 - Application Form
 - Site Plans
 - SEPA letter of exemption
- Research and coordinate information from the project team and agency websites (e.g., Ecology, WDFW).
- Coordinate with WDFW local habitat biologist.

Deliverables

- A Draft and Final HPA permit application package in PDF format.

Assumptions

- No work will occur in the South Fork Snoqualmie River.
- The project is exempt from SEPA, and the City of North Bend will provide a letter of verification for this exemption.

Subtask 02-03 – Local Permit Authority Coordination and Permit Exemption Notification

Although it is expected the project will be exempt from local permits, a project of this size and scope should involve coordination with the local permit approval staff to verify these exemptions. It is also expected a formal letter of exemption request approval will be required for shoreline and SEPA.

Approach

The following activities are associated with this task:

- Prepare a pre-application review package to include project information and a list of questions to be discussed.
- Attend the preapplication meeting by up to two Parametrix staff and will require a total of 2 hours each (1 hour meeting plus 1 hour prep, agenda, meeting minutes).
- Prepare a land use application package, which will include a land use application form, vicinity map, and permitting memo describing project activities and rationale exemptions.

Deliverables

- Draft and Final pre-application review package
- Draft and Final Land Use Application package

Assumptions

- No work will occur in the South Fork Snoqualmie River.
- As necessary, the wetland report prepared on behalf of the bridge scour project will be provided as supporting documentation.
- The project will not include wetland, stream, or floodplain work; therefore, no critical areas review, or floodplain development permit is required.
- The project will be exempt from SEPA threshold determination per NBMC 14.04.050(E) for maintenance of a public structure.
- The project will be exempt from a right-of-way permit since the work is on behalf of public works.
- The project will be exempt from shoreline substantial development permit requirement per WAC 173-27-040.
- The project will be exempt from stormwater review due to no net increase in PGIS.
- The project will not require a grading permit since it is not expected this work will cause any changes to the natural surface or topography by clearing, grading, filling, or drainage alteration.

TASK 03 – BRIDGE 3 DECK REHABILITATION

Provide the design and contract plans for the removal and replacement of the existing Bridge 3 deck overlay including miscellaneous deck repairs as required, and expansion joint rehabilitation or replacement. The task will also include a construction load rating and address settlement at the ends of the bridge.

Subtask 03-01 – Preliminary Bridge Deck Overlay and Deck Repairs

Objective/Goal

Provide the preliminary (30%) design and plans for the removal and replacement of the existing bridge asphalt overlay. Evaluate expansion joint replacement/repair alternatives and anticipated miscellaneous deck repairs.

Approach

- Review all existing bridge as-builts, inspection reports, and survey information.
- Conduct a site visit to visually inspect the existing overlay, expansion joints and bridge deck drains. Inspect a removed portion of the overlay at the full depth expansion joints to assess the condition.
- Develop preliminary overlay removal and replacement plans and details.
- Evaluate expansion joint replacement/repair alternatives.
- Determine final roadway channelization.
- Prepare 30% plans.
- Prepare 30% Opinion of Probable Cost.
- Perform an independent QA/QC prior to submittal.

Deliverables

- 30% plans in electronic (pdf) format.
- 30% Opinion of Probable Cost.

Assumptions

- The City will provide all available as-built and inspection information.
- No additional survey information is required for the Project.
- The overlay removal and replacement will be conducted in two stages to maintain a single lane of traffic in each direction during the construction phase.
- The new HMA overlay thickness will match the existing overlay thickness.
- City maintenance crews will remove a portion of the overlay in the vicinity of the expansion joints for inspection.
- The shallow surface expansion joints, which only extend above the existing concrete deck surface will be removed and not replaced with the new overlay.

- It is assumed the 3 full-depth existing expansion joints will need to be replaced. Final determination of replacement or repair will be made following a full visual inspection of the expansion joints.
- Deck repairs are superficial and not structural.
- The existing bridge deck drains are direct drop drains and currently plugged. The base assumption is that the drains will be unplugged and no stormwater improvements such as installing conveyance (piping) and treatment will be included as part of the Project. Final drainage system determination will be made following the Stormwater Review as outlined in Subtask 03-04.
- Existing bridge barrier improvements are not required based on correspondence with WSDOT Local Programs Bridge Engineer Sonia Lowry.
- 30% plans will be submitted to WSDOT for review and comment.
- The Consultant will work with the City to determine final bridge striping and channelization, and will include a Shared Use Path (SUP).

Subtask 03-02 – Final Bridge Deck Overlay and Deck Repairs

Objective/Goal

Provide final design and plans for the removal and replacement of the existing bridge asphalt overlay. Determine expansion joint replacement details and anticipated miscellaneous deck repairs.

Approach

- Address 30 plans comments from the City and WSDOT
- Develop final overlay removal and replacement plans and details.
- Develop expansion joint replacement calculations and details.
- Develop typical deck repair details.
- Develop existing bridge drain clean out details.
- Prepare 90%, 100%, and Bid Set plans.
- Prepare 90%, 100%, and Bid Set Opinion of Probable Cost.
- Prepare 90%, 100%, and Bid Set contract documents including special provisions.
- Perform an independent QA/QC prior to each submittal.

Deliverables

- Full depth expansion joint replacement details and calculations.
- 90%, 100%, and Bid Set plans.
- 90%, 100%, and Bid Set Opinion of Probable Cost.
- 90%, 100%, and Bid Set specifications and special provisions.

Assumptions

- The shallow surface expansion joints, which only extend above the existing concrete deck surface will be removed and not replaced with the new overlay.
- It is assumed the 3 full-depth existing expansion joints will need to be replaced. Final determination of replacement or repair will be made following a full visual inspection of the expansion joints.
- Deck repairs are superficial and not structural.
- Existing bridge barrier improvements are not required.

Subtask 03-03 – Construction Load Rating

Objective/Goal

Provide a load rating to determine construction equipment weigh limitations and spacing for the overlay removal and replacement.

Approach

- Review the existing bridge load rating.
- Develop an independent load rating of the bridge based on the bridge as built plans.
- Research typical overlay removal and replacement construction equipment.
- Based on the bridge load rating, determine construction equipment weight restrictions to minimize stresses on the bridge structures.

Deliverables

- Plans depicting construction equipment weight restrictions and spacing for the overlay removal and replacement.
- Load rating calculations sealed by an Engineer licensed in the State of Washington.

Assumptions

- Load rating will be in accordance with the latest editions of the WSDOT Bridge Design Manual and the AASHTO Manual for Bridge Evaluation.

Subtask 03-04 – Stormwater Review

Approach

- Review existing stormwater conditions.
- Review current and applicable stormwater regulations.
- Develop a technical memorandum outlining applicable stormwater requirements and describing why some regulations are not applicable to this project.

Deliverables

- A technical memorandum outlining applicable stormwater requirements.

Assumptions

- Stormwater requirements will be determined using the 2021 King County Surface Water Design Manual (KCSWDM).
- This project will not trigger the requirements for a formal KCSWDM Drainage Review based on the project's current scope.
- There will be no stormwater control or treatment aspects greater than the minimum required by current regulations.
- No stormwater treatment or flow control will be required for this project.
- If the regulations or scope of the project change to trigger a stormwater report, treatment, or flow control, there will be an amendment to the contract to account for this change.

Subtask 03-05 – Pavement Marking

Develop a set of plans for the pavement marking striping on Bridge 3.

Approach

The pavement marking design will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Traffic Manual, and City of North Bend standards.

- Address 30%, 90%, and 100% plans comments from the City and WSDOT.
- Perform QA/QC prior to each submittal.
- Prepare technical memorandum to submit with each deliverable.

Assumptions

- The limits of striping are assumed to be up to 100 feet east of Bridge 3. Striping beyond this area can be included for an additional fee.
- Striping west of Bridge 3 will be covered in the Scope of Work for Bridge 4.
- Signing design is not included, but could be included for an additional fee.
- No major change in direction after the 90% submittal, comments limited to editorial in nature
- Parametrix will provide topographic survey base map for the project area
- All project drawings will be done in current AutoCAD version
- Parametrix will compile the submittal and complete coordination with City and/or other agencies
- Full size paper size for plan set deliverables
- 1:40 scale for channelization plans
- Project specifications will follow City of North Bend and current version of WSDOT standard specifications

Deliverables

- 30% Pavement Marking Plans
 - One (1) sheet total for the whole package
- 90%, 100%, and Bid Set Plans
 - Up to two (2) sheets total for the whole package
- 90%, 100%, and Bid Set specifications and special provisions
- 30%, 90%, 100%, and Bid Set Opinion of Probable Cost. Two sets for two separate funding sources.

Optional Engineering Services (Not in Contract)

Provide Bidding and/or Construction Services Support

At the option of the City, PHC will provide bidding and/or construction support services. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

TASK 04 – GEOTECHNICAL AND PAVEMENT ENGINEERING

Objective/Goal

The Consultant will perform a geotechnical evaluation of the existing conditions of the roadway pavement near the bridge abutments of Bridge 3 along W North Bend Way.

The scope includes developing a Subsurface Exploration Plan (SEP), geotechnical borings and laboratory tests, and Preliminary Geotechnical Engineering Report. The SEP will identify each proposed exploration location and based on field verification, identify proposed access and traffic control for each location.

Subtask 4-01 – Review of Existing Geotechnical Conditions

The Consultant will review existing geotechnical information and perform site reconnaissance. Work will include the following:

- Review Existing Geotechnical Information: Upon notice to proceed, HWA will review available geotechnical information from and in the vicinity of the project site. This will include a review of geologic maps, HWA's library of geotechnical information in the area, and data from online databases.
- Perform a Site Reconnaissance: Conduct a site reconnaissance of the Project site. This reconnaissance will be used to evaluate the site conditions, to assess existing approach roadway settlement conditions and to assist in preparing the SEP.

Assumptions

- Up to two (2) Consultants will conduct a site reconnaissance visit (Pavement Engineer and Geotechnical Engineer).

Deliverables

- None

Subtask 4-02 – Subsurface Exploration

Subsurface data will be gathered to be used in conducting geotechnical and pavement engineering analyses and developing a preliminary geotechnical design report. Details of the work associated with this effort include the following:

- Plan and coordinate Subsurface Exploration Plan (SEP): This program will consist of drilling a series of geotechnical borings in support of identifying subgrade soil and groundwater conditions and to evaluate on-going roadway settlement occurring at each end of the bridge. Coordinate with a subcontractor and develop site specific traffic control plans for each proposed geotechnical exploration based on field verification. The subcontractor's certified traffic control supervisor will stamp each traffic control plan. Each plan will be reviewed by the geotechnical engineer prior to distribution to the team.
- Obtain City of North Bend Street Use Permits: HWA will work with the City to generate appropriate traffic control plans for the proposed drilling, as needed. We assume that some of the drilling will likely be performed within roadway corridors. We anticipate that WSDOT standard traffic control plans, requiring lane closures with flaggers, will be adequate for this project.
- Prepare SEP: Prepare a SEP for the proposed exploration program. The SEP will detail the type, location, and extent of proposed field explorations. The SEP will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. The SEP will be prepared in general accordance with WSDOT Geotechnical Design Manual (GDM) section 2.3.
- Conduct Utility Locates: Prior to conducting the field exploration program, mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. Make an additional site visit to confirm the proposed boring locations are clear of marked utilities prior to mobilizing the drilling equipment.
- Perform subsurface explorations per the SEP: The Consultant will conduct up to two (2) geotechnical borings (40-50 feet depth) to assess subsurface soil and groundwater conditions at each bridge abutment. The borings will be observed and logged by an engineer or geologist. Soil or rock samples will be obtained from the explorations per the SEP. Traffic control to conduct the borings will be required. We anticipate that borings could be performed on the center lane.
- Prepare Boring and Core Logs and Perform Laboratory Testing: Prepare summary of boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing will be determined per site conditions encountered and could include moisture content, grain-size distribution, Atterberg Limits, and one-dimensional consolidation.

Assumptions

- The following field explorations are proposed to support the evaluation of the roadway pavements at the ends of the bridge.
- All exploration locations will be within the City of North Bend rights-of-way or private property for which rights of entry have been previously secured.
- Drilling will be accomplished during normal daylight workdays and hours, with at least a minimum 8 hours available per day for on-street work.
- Traffic control and/or flagging, will be required for all of the proposed borings. Traffic Control will be developed in accordance with the approved WSDOT standards.

- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- SEP boring locations will be field located using handheld GPS and measurement from existing known features.
- Drill locations will be accessible by truck- or track-mounted drill rig.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water at all geotechnical boring locations (either sampled or spoils from drilling) and any associated drill rig or equipment decontamination are beyond this scope of services. If contaminated soils and/or ground water are encountered, The City will be notified, and the contaminated material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the Consultant.
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor, unless otherwise mutually agreed upon.
- No cement concrete pavement is present below the surface asphalt outside the bridges, and therefore coring will not be required prior to drilling the proposed borings.
- All required street use permits will be provided by the City
- All geotechnical borings conducted through the pavement will be patched with quick drying cement or Aquaphalt. Saw cutting of the pavement or hot mix asphalt patches will not be completed.

Deliverables

- Geotechnical Subsurface Exploration Plan

Subtask 4-03 – Geotechnical and Pavement Engineering

The Consultant will use the information collected in Tasks 4.1 and 4.2 to conduct geotechnical and pavement engineering analysis and develop a preliminary geotechnical design report:

- Evaluate Field and Laboratory Data: Based on the borings, and the laboratory test results on selected samples, the Consultant will estimate soil parameters needed for this evaluation.
- Evaluate Settlement at Bridge Approaches: Consultant will evaluate settlement mechanism based on the encountered subsurface conditions and will provide repair recommendations.
- HWA QA/QC: Consultant will have all design calculations and geotechnical recommendations, reviewed by a senior principal prior to distribution to the design team or the City.
- Prepare Draft Preliminary Geotechnical Engineering Report: The Consultant will prepare a draft geotechnical report for the project. This report will contain the results of the explorations and analyses, including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary of boring logs; and laboratory test results. The report will provide geotechnical recommendations that will assist with the evaluation of the settlement issues presented at the project alignment.
- Prepare Final Preliminary Geotechnical Engineering Report: The Consultant will finalize the preliminary geotechnical report once we receive review comments from the design team and the City.

Assumptions

- One round of comments will be incorporated into the final Preliminary Geotechnical Engineering Report.
- Soil samples will be disposed following the submittal of the draft report. Long-term storage of soil samples by the Consultant is not included.

Deliverables:

- Draft Preliminary Geotechnical Engineering Report.
- Final Preliminary Geotechnical Engineering Report.

TASK 05 – TRAFFIC CONTROL

PH Consulting (PHC) will prepare site specific traffic control plans (TCPs) to support the work on and between Bridge 3 and Bridge 4. PHC will prepare TCPs that support efficient staging of the bridge construction work while minimizing impact to traffic. While there are separate traffic control tasks in both scopes of work for Bridges 3 and 4, the TCP will be coordinated between both projects.

Approach

The TCPs will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Work Zone Traffic Control Guidelines, WSDOT Traffic Manual, and City of North Bend standards.

- Address 90%, and 100% plans comments from the City and WSDOT
- Perform QA/QC prior to each submittal.
- Prepare technical memorandum to submit with each deliverable.

Assumptions

PHC assumes the following:

- TCP's will be coordinated between Bridges 3 and 4.
- No major change in direction after the 90% submittal, comments limited to editorial in nature.
- Parametrix will provide AutoCAD base in the vicinity of the bridge.
- Parametrix will provide construction staging information.
- Parametrix will compile the submittal and complete coordination with City and/or other agencies.
- Full size paper size for TCPs.
- 1:80 scale for TCPs.
- Assumes no full bridge closure or vehicle detours.

Subtask 05-01 – Preliminary Traffic Control Plans

PHC assumes that no traffic control plans or special provisions will be prepared for the preliminary stage. Preliminary traffic control estimate will be estimated by Parametrix. Subtask 05-02 – Final Traffic Control Plans

PHC will prepare site specific Traffic Control Plans. PHC will develop Division 1 Traffic Control Special Provisions and provide a Traffic Control Estimate to Parametrix.

Deliverables

- 90%, 100%, and Bid Set TCPs
 - Up to six (6) TCP sheets total for the whole package
 - General notes sheet
 - Site specific traffic control plans for up to three (3) traffic control scenarios
 - Up to one (1) typical pedestrian traffic control plan on one sheet
 - One details sheet
- 90%, 100%, and Bid Set Traffic Control Special Provisions
- 90%, 100%, and Bid Set Estimate. Two sets for two separate funding sources.

Optional Engineering Services (Not in Contract)

Provide Bidding and/or Construction Services Support

At the option of the City, PHC will provide bidding and/or construction support services. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

Prepare Additional Temporary Traffic Control/Detour Plans

At the option of the City, PHC will prepare temporary traffic plans or detour plans as a supplemental task. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

Council Packets									
Category	Employee Name	Role	Start Date	End Date	Hours Worked	Rate	Amount	Comments	Entered By
SR Project Coordinator	Laurien M. Jones	SR Project Coordinator	\$37.16	\$74.04	49	\$48.60	\$2,324.26		Brandi J. Rogers
SR Engineer	Armando P. Mendez	Engineer III	\$112.05	\$223.26	0	\$116.03	\$38.48	\$94.69	Brandi J. Rogers
SR Engineer	Majid Jarrah	Engineer I			0				Brandi J. Rogers
SR Consultant	Joseph R. Mertz	SR Consultant			0				Brandi J. Rogers
SR Project Accountant	Jessica M. Lavaris	SR Project Accountant			0				Brandi J. Rogers
SR Public Relations	Becky Taylor	Senior Public Relations			0				Brandi J. Rogers
SR Consulting	Steven D. Ollinger	SR Consultant			0				Brandi J. Rogers
SR Planner	Katherine Scheckel	SR Planner			0				Brandi J. Rogers
Technical Editor	Susan Swift	Technical Editor			0				Brandi J. Rogers
SR Engineer	Tiffany L. Nieri	SR Engineer			0				Brandi J. Rogers

Council Packet

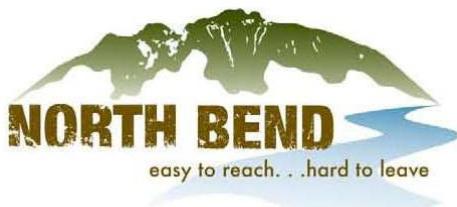
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September 19, 2023

For Totals:	\$ 133,315.90	8:48	20	48	136	332	64	16	24	16	90	60	6	\$ 350.00
Salutation Amt:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sal. Calc:	\$132,215.00	\$2,241.05	\$10,716.40	\$200,208.45	\$32,522.82	\$18,272.24	\$1,985.07	\$2,186.62	\$6,621.14	\$16,440.56	\$10,422.43	\$6,720.50	\$6,720.50	\$6,720.50

Subconsultants		Other Direct Expenses	
PH Consulting	Tasks 03, 05		\$ 26,450.00
HWA	Task 04		\$ 23,525.00
Bollma	Task 03		\$ 35,784.73
	Subtotal		<u>\$ 85,759.73</u>
	3% Markup		\$ 2,572.79
Subconsultants Total:			\$88,332.52
		Mileage @ \$0.585/mile	
			\$ 500.00
			\$500.00

\$222,148.42

Council Packet September 19, 2023



City Council Agenda Bill

SUBJECT:	Agenda Date: September 19, 2023	AB23-107
Motion Authorizing Contract with Parametrix for Bridge 1135-4 Deck Repair and Overlay Project	Department/Committee/Individual	
Cost Impact: \$164,200.70	Mayor Rob McFarland	
Fund Source: Overlay Funds	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – Rebecca Deming	
	Finance – Drew Bouta	
	Public Works – Mark Rigos, P.E.	X

Attachments: Work Scope & Fee for Bridge 1135-4

SUMMARY STATEMENT:

The City of North Bend owns Bridges 1135-3 (North Bend Way bridge over South Fork Snoqualmie River) and 1135-4 (North Bend Way bridge over Ribary Creek just west of Bridge 1135-3) and both are in need of deck repairs and grind/overlay work. There are many potholes on and between these two bridges along with near failing bridge joints and bridge approaches which are starting to sink.

Attached is a scope of work and fee from City staff's selected consultant Parametrix for bridge deck repair design services for Bridge 1135-4. Total design cost for Bridge 1135-4 is \$164,200.70 and will be funded with overlay funds.

Design services shall include project management, environmental permitting (SEPA/HPA), construction load rating to determine construction equipment weight limitations and spacing for the overlay removal and replacement, geotechnical services for sinking approaches and pavement design, and 30/90/Final PS&E.

The City shall use our professional services contract for these design services.

City staff have selected Parametrix to perform this work based on their extensive knowledge of bridge deck repair work which was apparent after the statement of qualifications and interview process that was conducted earlier this year.

Bridge 1135-3 received a federal bridge grant earlier this year and a separate agenda bill including the scope of work and fee for design services will be brought to Council for approval. Design work for both bridges will be done under one bid package with separate schedules of work to track construction costs separately.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the August 22, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-107, authorizing a contract with Parametrix for the Bridge 1135-4 Deck Repair and Overlay Project, in a form and content approved by the City Attorney, in an amount**

City Council Agenda Bill

not to exceed \$164,200.70.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 19, 2023		



SCOPE OF WORK

City of North Bend Bridge 4 Deck Repair and Overlay Project

INTRODUCTION

The City of North Bend (City) was awarded federal funding through the Washington State Department of Transportation (WSDOT) Local Bridge Program for Bridge 1135-3 (Bridge 3) deck repairs. The City has requested Parametrix (Consultant) to develop Plans, Specifications, and an Estimate (PS&E) for the bridge deck repair project (Project).

Bridge 4 is another City-owned bridge just west of Bridge 3. The bridge spans over Ribary Creek and was constructed at the same time as Bridge 3. It is also in need of an overlay replacement. To leverage the two projects the City plans to advertise both bridges under a single construction contract in the form of a Tied Bid. However, both the design and construction funding for each bridge will be separate; Bridge 3 will be federally funded through WSDOT Local Programs and Bridge 4 will be funded by the City. Therefore, the deck repair design effort for Bridge 4 will be developed as a separate scope.

The following scope will cover the design effort for Bridge 4. Bridge 4 will include an overlay removal and replacement. Other improvements will include deck repairs as needed, barrier repairs, approach settlement repairs, a bridge construction load rating, and a gateway feature near the east end of Bridge 3. The City-funded work will also include full width removal and replacement of the roadway overlay between Bridges 3 and 4.

Project Assumptions

- The City will provide all available bridge as built, inspection reports, and load ratings.
- Final Plans, Specifications, and Estimate (PS&E) will be completed in December 2023.
- Bridge 3 and Bridge 4 will be advertised as a Tied Bid. The Tied Bid will require approval from WSDOT and will be in accordance with LAG Manual requirements.

TASK 01 – PROJECT MANAGEMENT

Subtask 01-01 – Parametrix Project Management

Objectives

The objective of this task is to provide overall project management of the consultant contract with City.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.

- Bi-weekly design team meetings with an issues list to document project design decisions.
- A Kick-off meeting involving project stakeholders, including among others the City, the design team, WSDOT, WDFW, DOE, and the Snoqualmie Tribe.
- Monthly Progress Reports – Prepare a monthly invoice for services performed.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.
- Coordinate with WSDOT Local Programs.
- Coordinate with Project stakeholders including WDFW, DOE, and the Snoqualmie Tribe.

Deliverables

Deliverables for this task include:

- Monthly progress reports enclosed with invoices.
- Weekly informal progress check-ins (e-mail).
- Meeting Agendas and Notes for the kick-off and biweekly City coordination meetings.
- Miscellaneous correspondence to document project management issues.

Assumptions

Assumptions for this task include:

- Project duration is 9 months.
- Budget assumes 18 bi-weekly meetings.

TASK 02 – ENVIRONMENTAL PERMITTING

The objective of this task is to provide environmental permitting documentation and coordination for Washington Department of Fish and Wildlife Hydraulic Permit approval for working over a water of the state (South Fork Snoqualmie River) [Subtask 02-01] and coordination with the City of North Bend Permit Center.

At the local level, it is expected this project: 1) will not include wetland, stream, or floodplain work; therefore, no critical areas review or floodplain development permit is required; 2) will be exempt from SEPA threshold determination per NBMC 14.04.050(E) for maintenance of a public structure; 3) will be exempt from a right-of-way permit since the work is on behalf of public works; 4) will be exempt from shoreline substantial development permit requirement per WAC 173-27-040; 5) will be exempt from stormwater review due to no net increase in PGIS; 6) will not require a grading permit since it is not expected this work will cause any changes to the natural surface or topography by clearing, grading, filling, or drainage alteration. However, it is still the project proponent's responsibility to confirm these findings with local officials through a formal pre-application process and formally request exemptions as necessary. This activity is described in Subtask 02-02.

Subtask 02-01 – Hydraulic Project Approval

Objective/Goal

At the state level, Washington State law (RCW 77.55) requires projects in or near state waters to obtain Hydraulic Project Approvals through the Washington Department of Fish and Wildlife (WDFW). The objective of this subtask is to prepare and submit for WDFW's approval for working over Ribary Creek, a water of the state.

Approach

The following activities are associated with this task:

- Complete and submit the Hydraulic Project Approval (HPA) application package to the Washington Department of Fish and Wildlife (WDFW) including:
 - Agent Authorization Letter
 - Application Form
 - Site Plans
 - SEPA letter of exemption
- Research and coordinate information from the project team and agency websites (e.g., Ecology, WDFW).
- Coordinate with WDFW local habitat biologist.

Deliverables

- A Draft and Final HPA permit application package in PDF format.

Assumptions

- No work will occur in Ribary Creek.
- The project is exempt from SEPA, and the City of North Bend will provide a letter of verification for this exemption.

Subtask 02-02 – Local Permit Authority Coordination and Permit Exemption Notification

Although it is expected the project will be exempt from local permits, a project of this size and scope should involve coordination with the local permit approval staff to verify these exemptions. It is also expected a formal letter of exemption request approval will be required for SEPA.

Approach

The following activities are associated with this task:

- Prepare a pre-application review package to include project information and a list of questions to be discussed.
- Attend the preapplication meeting by up to two Parametrix staff and will require a total of 2 hours each (1 hour meeting plus 1 hour prep, agenda, meeting minutes).
- Prepare a land use application package, which will include a land use application form, vicinity map, and permitting memo describing project activities and rationale exemptions.

Deliverables

- Draft and Final pre-application review package

- Draft and Final Land Use Application package

Assumptions

- No work will occur in Ribary Creek.
- The project will not include wetland, stream, or floodplain work; therefore, no critical areas review, or floodplain development permit is required.
- The project will be exempt from SEPA threshold determination per NBMC 14.04.050(E) for maintenance of a public structure.
- The project will be exempt from a right-of-way permit since the work is on behalf of public works.
- The project will be exempt from stormwater review due to no net increase in PGIS.
- The project will not require a grading permit since it is not expected this work will cause any changes to the natural surface or topography by clearing, grading, filling, or drainage alteration.

TASK 03 – BRIDGE 4 DECK REHABILITATION

Provide the design and contract plans for the removal and replacement of the existing Bridge 4 deck overlay including miscellaneous deck repairs as required. The project will also include barrier repairs, a construction load rating, and address settlement at the ends of the bridge.

Subtask 03-01 – Preliminary Bridge Deck Overlay and Deck Repairs

Objective/Goal

Provide the preliminary (30%) design and plans for the removal and replacement of the existing bridge asphalt overlay. Evaluate anticipated miscellaneous deck repairs and barrier repairs.

Approach

- Review all existing bridge as-builts, inspection reports, and survey information.
- Conduct a site visit to visually inspect the existing overlay and bridge deck drains. Inspect a removed portion of the overlay at the full depth expansion joints to assess the condition.
- Develop preliminary overlay removal and replacement plans and details.
- Evaluate barrier repair details.
- Determine final roadway channelization.
- Prepare 30% plans.
- Prepare 30% Opinion of Probable Cost.
- Perform an independent QA/QC prior to submittal.

Deliverables

- 30% plans in electronic (pdf) format.
- 30% Opinion of Probable Cost.

Assumptions

- The City will provide all available as-built and inspection information.
- No additional survey information is required for the Project.
- The overlay removal and replacement will be conducted in two stages to maintain a single lane of traffic in each direction during the construction phase.
- The new HMA overlay thickness will match the existing overlay thickness.
- City maintenance crews will remove a portion of the overlay for inspection.
- The barrier improvement will consist of repairing the vehicular impact area at the northeast corner of the bridge. No other additional improvements or barrier strengthening will be included based on correspondence with WSDOT Local Programs Bridge Engineer Sonia Lowry.
- Deck repairs are superficial and not structural.
- The existing bridge deck drains are direct drop drains and currently plugged. The base assumption is that the drains will be unplugged and no stormwater improvements such as installing conveyance (piping) and treatment will be included as part of the Project. Final drainage system determination will be made following the Stormwater Review as outlined in Subtask 03-04.
- 30% plans will be submitted to WSDOT for review and comment.
- The Consultant will work with the City to determine final bridge striping and channelization, and will include a Shared Use Path (SUP).

Subtask 03-02 – Final Bridge Deck Overlay and Deck Repairs

Objective/Goal

Provide final design and plans for the removal and replacement of the existing bridge asphalt overlay. Determine expansion joint replacement details and anticipated miscellaneous deck repairs.

Approach

- Address 30 plans comments from the City and WSDOT
- Develop final overlay removal and replacement plans and details.
- Develop final barrier repair calculations and details.
- Develop typical deck repair details.
- Develop existing bridge drain clean out details.
- Prepare 90%, 100%, and Bid Set plans.
- Prepare 90%, 100%, and Bid Set Opinion of Probable Cost.
- Prepare 90%, 100%, and Bid Set contract documents including special provisions.
- Perform an independent QA/QC prior to each submittal.

Deliverables

- Full depth expansion joint replacement details and calculations.

- 90%, 100%, and Bid Set plans.
- 90%, 100%, and Bid Set Opinion of Probable Cost.
- 90%, 100%, and Bid Set specifications and special provisions.

Assumptions

- Deck repairs are superficial and not structural.
- Existing bridge barrier improvements, aside from barrier repairs at the northeast corner of the bridge, are not required.

Subtask 03-03– Construction Load Rating

Objective/Goal

Provide a load rating to determine construction equipment weigh limitations and spacing for the overlay removal and replacement.

Approach

- Review the existing bridge load rating.
- Develop an independent load rating of the bridge based on the bridge as built plans.
- Research typical overlay removal and replacement construction equipment.
- Based on the bridge load rating, determine construction equipment weight restrictions to minimize stresses on the bridge structures.

Deliverables

- Plans depicting construction equipment weight restrictions and spacing for the overlay removal and replacement.
- Load rating calculations sealed by an Engineer licensed in the State of Washington.

Assumptions

- Load rating will be in accordance with the latest editions of the WSDOT Bridge Design Manual and the AASHTO Manual for Bridge Evaluation.

Subtask 03-04 – Stormwater Review

Approach

- Review existing stormwater conditions.
- Review current and applicable stormwater regulations.
- Develop a technical memorandum outlining applicable stormwater requirements and describing why some regulations are not applicable to this project.

Deliverables

- A technical memorandum outlining applicable stormwater requirements.

Assumptions

- Stormwater requirements will be determined using the 2021 King County Surface Water Design Manual (KCSWDM).
- This project will not trigger the requirements for a formal KCSWDM Drainage Review based on the project's current scope.
- There will be no stormwater control or treatment aspects greater than the minimum required by current regulations.
- No stormwater treatment or flow control will be required for this project.
- If the regulations or scope of the project change to trigger a stormwater report, treatment, or flow control, there will be an amendment to the contract to account for this change.

Subtask 03-05 – Pavement Marking

Develop a set of plans for the channelization/striping on Bridges 4, as well as the roadway between bridges 3 and 4.

Approach

The pavement marking design will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Traffic Manual, and City of North Bend standards.

- Address 30%, 90%, and 100% plans comments from the City and WSDOT
- Perform QA/QC prior to each submittal.
- Prepare technical memorandum to submit with each deliverable.

Assumptions

- The limits of striping are assumed to be from 100 feet west of Bridge 4 and to the west end of Bridge 3, including striping between both bridges. Striping beyond this area can be included for an additional fee.
- Signing design is not included, but could be included for an additional fee.
- No major change in direction after the 90% submittal, comments limited to editorial in nature
- Parametrix will provide topographic survey base map for the project area
- All project drawings will be done in current AutoCAD version
- Parametrix will compile the submittal and complete coordination with City and/or other agencies
- Full size paper size for plan set deliverables
- 1:40 scale for channelization plans
- Project specifications will follow City of North Bend and current version of WSDOT standard specifications

Deliverables

- 30% Channelization Plans
 - One (1) sheet total for the whole package
- 90%, 100%, and Bid Set Plans
 - Up to two (2) sheets total for the whole package
- 90%, 100%, and Bid Set specifications and special provisions
- 30%, 90%, 100%, and Bid Set Opinion of Probable Cost. Two sets for two separate funding sources.

Optional Engineering Services (Not in Contract)

Provide Bidding and/or Construction Services Support

At the option of the City, PHC will provide bidding and/or construction support services. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

TASK 04 – GEOTECHNICAL AND PAVEMENT ENGINEERING

Objective/Goal

The Consultant will perform a geotechnical and pavement study and evaluation of the existing conditions of the roadway pavement near the bridge abutments of Bridge 4 along W North Bend Way. The Consultant will also provide a pavement design for the roadway between Bridges 3 and 4.

The scope includes developing a Subsurface Exploration Plan (SEP), geotechnical borings and laboratory tests, and Preliminary Geotechnical Engineering Report. The SEP will identify each proposed exploration location and based on field verification, identify proposed access and traffic control for each location.

Subtask 4-01 – Review of Existing Geotechnical Conditions

The Consultant will review existing geotechnical information and perform site reconnaissance. Work will include the following:

- Review Existing Geotechnical Information: Upon notice to proceed, HWA will review available geotechnical information from and in the vicinity of the project site. This will include a review of geologic maps, HWA's library of geotechnical information in the area, and data from online databases.
- Perform a Site Reconnaissance: Conduct a site reconnaissance of the Project site. This reconnaissance will be used to evaluate the site conditions, to assess existing approach roadway settlement conditions and to assist in preparing the SEP.

Assumptions

- Up to two (2) Consultants will conduct a site reconnaissance visit (Pavement Engineer and Geotechnical Engineer).

Deliverables

- None

Subtask 4-02 – Subsurface Exploration

Subsurface data will be gathered to be used in conducting geotechnical and pavement engineering analyses and developing a preliminary geotechnical design report. Details of the work associated with this effort include the following:

- Plan and coordinate Subsurface Exploration Plan (SEP): This program will consist of drilling a series of geotechnical borings in support of identifying subgrade soil and groundwater conditions and to evaluate on-going roadway settlement occurring at each end of the bridge. Coordinate with a subcontractor and develop site specific traffic control plans for each proposed geotechnical exploration based on field verification. The subcontractor's certified traffic control supervisor will stamp each traffic control plan. Each plan will be reviewed by the geotechnical engineer prior to distribution to the team.
- Obtain City of North Bend Street Use Permits: HWA will work with the City to generate appropriate traffic control plans for the proposed drilling, as needed. We assume that some of the drilling will likely be performed within roadway corridors. We anticipate that WSDOT standard traffic control plans, requiring lane closures with flaggers, will be adequate for this project.
- Prepare SEP: Prepare a SEP for the proposed exploration program. The SEP will detail the type, location, and extent of proposed field explorations. The SEP will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. The SEP will be prepared in general accordance with WSDOT Geotechnical Design Manual (GDM) section 2.3.
- Conduct Utility Locates: Prior to conducting the field exploration program, mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. Make an additional site visit to confirm the proposed boring locations are clear of marked utilities prior to mobilizing the drilling equipment.
- Perform subsurface explorations per the SEP: The Consultant will conduct up to two (2) geotechnical borings (40-50 feet depth) to assess subsurface soil and groundwater conditions at each bridge abutment. The borings will be observed and logged by an engineer or geologist. Soil or rock samples will be obtained from the explorations per the SEP. Traffic control to conduct the borings will be required. We anticipate that borings could be performed on the center lane.
- Prepare Boring and Core Logs and Perform Laboratory Testing: Prepare summary of boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing will be determined per site conditions encountered and could include moisture content, grain-size distribution, Atterberg Limits, and one-dimensional consolidation.

Assumptions

- The following field explorations are proposed to support the evaluation of the roadway pavements at the ends of the bridge.
- All exploration locations will be within the City of North Bend rights-of-way or private property for which rights of entry have been previously secured.
- Drilling will be accomplished during normal daylight workdays and hours, with at least a minimum 8 hours available per day for on-street work.
- Traffic control and/or flagging, will be required for all of the proposed borings. Traffic Control will be developed in accordance with the approved WSDOT standards.

- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- SEP boring locations will be field located using handheld GPS and measurement from existing known features.
- Drill locations will be accessible by truck- or track-mounted drill rig.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water at all geotechnical boring locations (either sampled or spoils from drilling) and any associated drill rig or equipment decontamination are beyond this scope of services. If contaminated soils and/or ground water are encountered, The City will be notified, and the contaminated material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the Consultant.
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor, unless otherwise mutually agreed upon.
- No cement concrete pavement is present below the surface asphalt outside the bridges, and therefore coring will not be required prior to drilling the proposed borings.
- All required street use permits will be provided by the City
- All geotechnical borings conducted through the pavement will be patched with quick drying cement or Aquaphalt. Saw cutting of the pavement or hot mix asphalt patches will not be completed.

Deliverables

- Geotechnical Subsurface Exploration Plan

Subtask 4-03 – Geotechnical and Pavement Engineering

The Consultant will use the information collected in Tasks 4.1 and 4.2 to conduct geotechnical and pavement engineering analysis and develop a preliminary geotechnical design report:

- Evaluate Field and Laboratory Data: Based on the borings, and the laboratory test results on selected samples, the Consultant will estimate soil parameters needed for this evaluation.
- Evaluate Settlement at Bridges Approaches: Consultant will evaluate settlement mechanism based on the encountered subsurface conditions and will provide repair recommendations.
- Pavement Evaluation and Recommendation: Consultant will provide pavement recommendations for the proposed overlay.
- HWA QA/QC: Consultant will have all design calculations and geotechnical recommendations, reviewed by a senior principal prior to distribution to the design team or the City.
- Prepare Draft Preliminary Geotechnical Engineering Report: The Consultant will prepare a draft geotechnical report for the project. This report will contain the results of the explorations and analyses, including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary of boring logs; and laboratory test results. The report will provide geotechnical recommendations that will assist with the evaluation of the settlement issues presented at the project alignment and pavement recommendations.

- Prepare Final Preliminary Geotechnical Engineering Report: The Consultant will finalize the preliminary geotechnical report once we receive review comments from the design team and the City.

Assumptions

- One round of comments will be incorporated into the final Preliminary Geotechnical Engineering Report.
- Soil samples will be disposed following the submittal of the draft report. Long-term storage of soil samples by the Consultant is not included.

Deliverables:

- Draft Preliminary Geotechnical Engineering Report.
- Final Preliminary Geotechnical Engineering Report.

TASK 05 – TRAFFIC CONTROL

PH Consulting (PHC) will prepare site specific traffic control plans (TCPs) to support the work on and between Bridge 3 and Bridge 4. PHC will prepare TCPs that support efficient staging of the bridge construction work while minimizing impact to traffic. While there are separate traffic control tasks in both scopes of work for Bridges 3 and 4, the TCP will be coordinated between both projects.

Approach

The TCPs will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Work Zone Traffic Control Guidelines, WSDOT Traffic Manual, and City of North Bend standards.

- Address 90%, and 100% plans comments from the City and WSDOT
- Perform QA/QC prior to each submittal.
- Prepare technical memorandum to submit with each deliverable.

Assumptions

PHC assumes the following:

- TCP's will be coordinated between Bridges 3 and 4.
- No major change in direction after the 90% submittal, comments limited to editorial in nature
- Parametrix will provide AutoCAD base in the vicinity of the bridge
- Parametrix will provide construction staging information
- Parametrix will compile the submittal and complete coordination with City and/or other agencies
- Full size paper size for TCPs
- 1:80 scale for TCPs
- Assumes no full bridge closure or vehicle detours

Subtask 05-01 – Preliminary Traffic Control Plans

PHC assumes that no traffic control plans or special provisions will be prepared for the preliminary stage. Preliminary traffic control estimate will be estimated by Parametrix.

Subtask 05-02 – Final Traffic Control Plans

At the Final TCP level, PHC will prepare site specific Traffic Control Plans. PHC will develop Division 1 Traffic Control Special Provisions and provide a Traffic Control Estimate to Parametrix.

Deliverables

- 90%, 100%, and Bid Set TCPs
 - Up to six (6) TCP sheets total for the whole package
 - General notes sheet
 - Site specific traffic control plans for up to three (3) traffic control scenarios
 - Up to one (1) typical pedestrian traffic control plan on one sheet
 - One details sheet
- 90%, 100%, and Bid Set Traffic Control Special Provisions
- 90%, 100%, and Bid Set Estimate. Two sets for two separate funding sources.

Optional Engineering Services (Not in Contract)

Provide Bidding and/or Construction Services Support

At the option of the City, PHC will provide bidding and/or construction support services. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

Prepare Additional Temporary Traffic Control/Detour Plans

At the option of the City, PHC will prepare temporary traffic plans or detour plans as a supplemental task. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

TASK 06 – ROADWAY PAVING

Develop a set of plans for the removal and replacement of the roadway asphalt between Bridges 3 and 4.

Subtask 06-01 – Roadway Paving

Approach

- Address 30%, 90%, and 100% plans comments from the City and WSDOT
- Perform QA/QC prior to each submittal.
- Prepare technical memorandum to submit with each deliverable.

Assumptions

- A pavement design is not required.

- Geotechnical engineer will recommend to PHC areas of subgrade replacement or asphalt reinforcements for cracking areas, settling areas. Geotechnical Engineer will inform PHC of full depth pavement replacement or 2" overlay replacement. In absence of geotechnical recommendation otherwise, the roadway paving will consist of a 2" grind and 2" asphalt overlay.
- Limit for paving design is from bridge 3 to bridge 4. Design of paving on bridges is performed by others.
- Assumes no utility work, protection of utilities in place.
- No major change in direction after the 90% submittal, comments limited to editorial in nature
- Parametrix will provide topographic survey base map for the project area
- All project drawings will be done in current AutoCAD version
- Parametrix will compile the submittal and complete coordination with City and/or other agencies
- Full size paper size for plan set deliverables
- Project specifications will follow City of North Bend and current version of WSDOT standard specifications

Deliverables

- 30% Paving Plans
 - One (1) sheet total
- 90%, 100%, and Bid Set Plans.
 - Up to two (2) sheets total
- 90%, 100%, and Bid Set specifications and special provisions.
- 30%, 90%, 100%, and Bid Set Opinion of Probable Cost. Two sets for two separate funding sources.

Optional Engineering Services (Not in Contract)

Provide Bidding and/or Construction Services Support

At the option of the City, PHC will provide bidding and/or construction support services. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.



City Council Agenda Bill

SUBJECT:	Agenda Date: September 19, 2023	AB23-108
Motion Authorizing Change Order No. 1 with Fury Site Works, Inc. for the Stilson Avenue SE Sidewalk Capital Project	Department/Committee/Individual	
Cost Impact: \$46,798.75 NTE	Mayor Rob McFarland	
Fund Source: Overlay Funds	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Drew Bauta	
	Public Works – Mark Rigos, P.E.	X
Attachments: Change Order No.1		

SUMMARY STATEMENT:

On June 6, 2023, the City Council awarded the Stilson Avenue SE Sidewalk Capital Project to Fury Site Works, Inc. (Contractor) for \$388,718.90 including tax. The Contractor began work in early July 2023 and is now at substantial completion with only some punch list items left to address.

The decision was made during construction to grind and overlay the southbound lane of Stilson Avenue SE from Cedar Falls Way to the entrance of Opstad Elementary due to some existing pavement joints that were separating during construction. These joints were from a pavement patch for the sanitary sewer extension that was constructed long ago along Stilson Avenue SE. Council increased the City's pavement overlay budget to \$475,000 in 2023 and there is approximately \$60,000 remaining in overlay funds to cover this change order. In addition to the grind and overlay work there are also some quantity adjustments that are included in this change order.

Total cost of Change Order No. 1 is \$46,798.75 and this will be paid for with overlay funds. Total construction cost including Change Order No. 1 is \$435,517.65 including tax.

City staff recommend Change Order No. 1 be approved.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the August 22, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: MOTION to approve AB23-108, authorizing Change Order No. 1 with Fury Site Works, Inc. for the Stilson Avenue SE Sidewalk Capital Project, in a form and content approved by the City Attorney, in an amount not to exceed \$46,798.75.

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
September 19, 2023		

CONTRACT CHANGE ORDER - NO. 1			
PROJECT NAME	Stilson Avenue SE Sidewalk Project		
OWNER	City of North Bend		
CONTRACTOR	Fury Site Works Inc.	CHANGE ORDER NUMBER	1
ORIGINAL CONTRACT DOLLAR AMOUNT AND TIME (IN WORKING DAYS)		\$388,718.90	45
PRIOR CHANGE ORDER AMOUNTS		\$0.00	0
CONTRACT AMOUNT AND TIME (IN DAYS) PRIOR TO THIS CHANGE ORDER		\$388,718.90	45
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	Additional grinding, overlay, and pavement widening work	\$41,966.42	0
2	Quantity Adjustments for multiple bid items	\$4,832.33	0
		\$0.00	0
		\$0.00	0
NET CHANGE TO DOLLAR AMOUNT AND TIME		\$46,798.75	0
REVISED CONTRACT DOLLAR AMOUNT AND TIME (IN DAYS)		\$435,517.65	45
REVISED TAX AMOUNT (N/A)		\$0.00	
REVISED CONTRACT DOLLAR AMOUNT INCLUDING TAX		\$435,517.65	
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
Contractor's Representative	Date	Mayor	Date



City Council Agenda Bill

SUBJECT:	Agenda Date: September 19, 2023	AB23-109
Motion Authorizing Agreement between the City of North Bend, the City of Snoqualmie, and the Si View Metropolitan Park District for Operations and Maintenance of Meadowbrook Farm	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	X
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
Cost Impact: Budgeted Annually	Finance – Drew Bouta	
Fund Source: General Fund	Public Works – Mark Rigos	
Timeline: Immediate		
Attachments: Agreement for Operations and Maintenance of Meadowbrook Farm		

SUMMARY STATEMENT:

The Meadowbrook Farm Preserve (“Meadowbrook” or “Farm”) consists of 462 acres, lies partially within the cities of North Bend and Snoqualmie, and is owned jointly by both cities. The cities purchased the Farm property in 1994 in part with King County Conservation Futures Tax (“CFT”) grant funding, grant funding from the Washington State Recreation and Conservation Office (“RCO”), and funding from other sources. An Interlocal Agreement (“ILA”) was signed in 1996 requiring the cities to manage the Farm jointly until such time as both cities approve of the form of organization tasked with the management and operation of the Farm, and further providing that the cities enter into a contract with the organization to manage the daily operation of the Farm.

In 1997, the Meadowbrook Farm Preservation Association (“MFPA”) was formed as a non-profit organization under Section 501(c)(3) of the IRS code to serve as the legal entity capable of contracting with the cities for the management and administration of the Farm, and in 1998, the MFPA entered into an ILA with the cities (“1998 ILA”) for the MFPA’s operation and management of the Farm for a period of twenty-five (25) years. The 1998 ILA expired on May 4, 2023.

The cities issued a letter of intent to the Si View Metropolitan Park District (“the District”) asking it to maintain the Farm property on the cities’ behalf until a new agreement for both the maintenance and governance of Meadowbrook could be finalized. The cities have been working together on a new ILA, requiring approval by the cities’ respective City Councils, and a separate Maintenance Agreement with the District.

The purpose of this Agreement for Operations and Maintenance of Meadowbrook Farm (“Agreement”) is to formalize the terms and conditions under which the District shall provide day-to-day operations and maintenance of Meadowbrook. This includes rental and maintenance of the Meadowbrook Interpretive Center and surrounding grounds, and maintaining the fields, trails, and culverts/causeways as detailed in the Agreement.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services, commitment to invest in the City and foster community engagement and pride, and providing a variety of recreation opportunities.

COMMITTEE REVIEW AND RECOMMENDATION: The Community & Economic Development Committee reviewed the Agreement on August 15th. The CED Committee agreed to place this item on the

City Council Agenda Bill

Consent Agenda. Additional discussion is scheduled for the CED Committee meeting on September 19th prior to the City Council meeting.

RECOMMENDED ACTION: MOTION to approve AB23-109, authorizing the Mayor to execute an Agreement between the City of North Bend, the City of Snoqualmie, and the Si View Metropolitan Park District for operations and maintenance of Meadowbrook Farm, in a form and content approved by the City Attorney.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 19, 2023		

AGREEMENT FOR OPERATIONS AND MAINTENANCE OF MEADOWBROOK FARM

This Agreement for Operations and Maintenance of Meadowbrook Farm Agreement (“Agreement”) is entered into by and between the City of North Bend (“North Bend”), a Washington municipal corporation, the City of Snoqualmie (“Snoqualmie”), a Washington municipal corporation, collectively as the “Contracting Agencies,” and the Si View Metropolitan Park District (“District”), a municipal corporation. The parties to this Agreement are hereinafter referred to collectively as the “Parties.”

WHEREAS, the Contracting Agencies intend to become parties to a future Interlocal Agreement (“ILA”) for the funding, management, and preservation of Meadowbrook Farm; and

WHEREAS, the Contracting Agencies wish to enter into this Agreement with the District for the District’s day-to-day operation and maintenance of Meadowbrook Farm including but not limited to maintenance of buildings and grounds; coordination of schedules for classes, camps, and events; operation and coordination of event rentals; coordination of grant writing; implementation of and coordination of updates to the Meadowbrook Farm Master Plan; and construction of improvements consistent with the Meadowbrook Farm Master Plan;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the Parties hereto agree as follows:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to formalize the terms and conditions under which the District shall provide day-to-day operations and maintenance of Meadowbrook Farm (hereafter “Farm”) including but not limited to the services listed in Section 4 of this Agreement.

2. PROPERTY SUBJECT TO THIS AGREEMENT

The Contracting Agencies are fee simple owners of the Farm as tenants-in-common. The Farm’s legal description is attached hereto as Exhibit A and incorporated by this reference as if fully set forth herein. A depiction of the Farm boundaries is also set forth in Exhibit A.

3. DURATION AND MODIFICATION

3.1 Duration. This Agreement shall be effective on the later of August 1, 2023, or the date of the latest signature below and shall continue in effect until 11:59 p.m. on December 31, 2028. Thereafter, this Agreement shall automatically renew for an additional one-year term (“Renewal Term”). Any Party may elect to terminate this Agreement on sixty (60) days’ written notice of termination to the other Parties, given in accordance with Sections 12 and 16. Additionally, the Parties may jointly agree to terminate this Agreement at any time.

3.2 Modification. This Agreement is intended to express the entire Agreement of the Parties and may not be altered or modified in any way unless such modification is reduced to writing and agreed upon and signed by each Party.

4. DISTRICT RESPONSIBILITIES

The District shall be responsible for the day-to-day maintenance, operation, and management of the Farm which shall include the following activities:

- 4.1 Managing the day-to-day operations of the Farm, including maintenance of buildings, grounds, fields, trails, and maintenance equipment consistent with the Level(s) of Service as set forth in Exhibit B.
- 4.2 Coordinating schedules for classes, camps, and events, with scheduling priority given for educational and public-benefit activities and events over private events.
- 4.3 Coordinating operation of event rentals, including field rentals and Interpretive Center rentals, in accordance with the rental policies and procedures set forth in Exhibit C.
- 4.4 Tracking revenue generated from rentals and fees and reporting same to the Contracting Agencies on a regular basis but no less frequently than quarterly. Quarterly reports shall additionally include the following information: (a) profit and loss statements reflecting actual revenues and expenses and comparisons against budget; (b) the number of events for which the facilities were rented out during the previous quarter and the types of users who rented the facilities; and (c) a summary of any incidents that the District knows or has reason to believe might lead to a claim against one or both of the Contracting Agencies for personal injury or property damage.
- 4.5 Invoicing the Contracting Agencies no less frequently than quarterly for expenses that exceed the revenue generated pursuant to Section 4.4 herein but that do not exceed the biennial budget for operations and maintenance established by each Contracting Agency. Each Contracting Agency shall be financially responsible for one-half (1/2) of the periodic invoice pursuant to this subsection.
- 4.6 Preparing an annual budget report and request to the Contracting Agencies' Governing Bodies, which shall identify accomplishments, challenges, and expenditures for the year and present a projected budget for the following year as necessary to maintain Level(s) of Service as set forth in Exhibit B and for any additional proposed capital projects. Projected expenditure and budgets shall include all operating expenses for the Farm, including utilities and appropriate levels of first-party property insurance and third-party liability insurance.

- 4.7 Preparing grant applications and coordinating any capital projects approved by the Contracting Agencies' Governing Bodies consistent with the approved Meadowbrook Farm Master Plan, as amended from time to time, and Capital Improvement Plan.
- 4.8 Engaging in communications and marketing activities concerning the Farm.
- 4.9 Coordinating with the Meadowbrook Farm Preservation Association (the "Association") with regard to docent/interpretive/educational services and other related activities provided by the Association.
- 4.10 Managing updates to the Meadowbrook Farm Master Plan for presentation to and approval by the Contracting Agencies' Governing Bodies.
- 4.11 The Contracting Agencies reserve the right to periodically inspect the work and ensure performance of required duties by the District under this Agreement.

5. CONTRACTING AGENCIES' RESPONSIBILITIES

The Contracting Agencies shall be responsible for the following activities:

- 5.1 Budget Adoption. Each of the Contracting Agencies shall biennially review and approve a budget of estimated revenues and expenses to be incurred with respect to the management and maintenance of the Farm. Each Contracting Agency shall be responsible for obtaining annual budgetary approval from its Governing Body for one-half (1/2) of the total annual budgeted expenses.
- 5.2 Payment of District Invoices. The Contracting Agencies shall timely pay invoices submitted by the District pursuant to Section 4.5. Neither Contracting Agency shall be responsible for payment of invoices that exceed the amount set forth in each Contracting Agency's respective biennial budget.
- 5.3 Financial Participation in Capital Projects. The Contracting Agencies shall consider proposals from the District related to the completion of Capital Projects pursuant to Section 4.7 and shall provide capital project funding, if at all, on a case-by-case basis. If the District and the Contracting Agencies wish to participate in the joint funding and administration of capital projects, such joint funding shall be documented through a separate contract or agreement and shall not require the amendment of the Agreement herein.

6. INDEMNIFICATION

The Parties shall indemnify one another as follows:

- 6.1 Each Party to this Agreement agrees to protect, defend, and indemnify the other Parties, their officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in

any way resulting from any other Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, officials, subcontractors, volunteers or agents.

- 6.2 Each Party agrees that its obligations under this Section 6 extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as respects the other Parties, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Parties' employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 6.3 In the event any Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and substantially prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party/Parties.
- 6.4 The provisions of this Section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

7. FINANCING

There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

8. PROPERTY

This Agreement does not provide for the acquisition, holding, or disposal of any real or personal property, and does not affect the terms or conditions of the Cities of North Bend and Snoqualmie's ownership of the Farm.

9. NO SEPARATE LEGAL ENTITY

This Agreement establishes a contractual agreement of the Parties for the Contracting Agencies to pay the District, a third party, to maintain the Contracting Agencies' jointly owned property and does not create a separate legal entity or administrative entity.

10. DISPUTE RESOLUTION

It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree to engage in mediation before a mutually agreeable mediator, pursuant to chapter 7.07 RCW. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its

own counsel, experts, witnesses, and preparation and presentation of evidence. In the event mediation is not successful, the Parties agree to the exclusive jurisdiction of the Superior Court of King County, Washington for any lawsuit filed under this Section, and to enforce any judgment entered as a result of any such lawsuit.

11. INDEPENDENT CONTRACTOR

The District is an independent contractor with respect to the services provided under this Agreement. The District will be solely responsible for the acts and omissions of its employees, officials, contractors, agents, and volunteers. Nothing in this Agreement shall make any employee of the District the employee of any other Party or Parties for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. At all times pertinent hereto, employees of the District are acting as District employees, employees the City of Snoqualmie are acting as City of Snoqualmie employees, and employees of the City of North Bend are acting as City of North Bend employees.

12. NOTICES

Any notice or other communication given hereunder shall be deemed sufficient, if in writing and addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Parties:

City of North Bend:

Rob McFarland, Mayor
920 SE Cedar Falls Way
North Bend, WA 98045

City of Snoqualmie:

Katherine Ross, Mayor
38624 SE River St., PO Box 987
Snoqualmie, WA 98065

Si View Metropolitan Park District:

Susan Kelly, President of the Commission
PO Box 346
North Bend, WA 98045

13. PARTIAL INVALIDITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement, which is found to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

14. ASSIGNABILITY

The rights, duties, and obligations of any Party to this Agreement shall not be assignable.

15. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

16. TERMINATION OF AGREEMENT

A party to this Agreement may terminate its participation in this Agreement upon written notice to the other Parties, so long as such notice is provided in accordance with Sections 4.1 and 13, above. In the event of termination for the District's nonperformance of its obligations under this Agreement, all right, title, and interest in Farm assets and revenues from Farm operations will revert to the Contracting Agencies as of the termination date. The terminating party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating party up to the effective date of such termination.

17. INSURANCE

Each Party shall be responsible for maintaining its own insurance. The indemnification obligations of Section 6, above, shall not be limited by the availability of any insurance or coverage limits.

18. GENERAL PROVISIONS

Failure of a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

ACCEPTED AND AGREED TO BY:

SI VIEW METROPOLITAN PARK DISTRICT: CITY OF NORTH BEND

By: _____
Susan Kelly, President of Commission
Si View Metropolitan Park District

Date: _____

By: _____
Rob McFarland, Mayor
City of North Bend

Date: _____

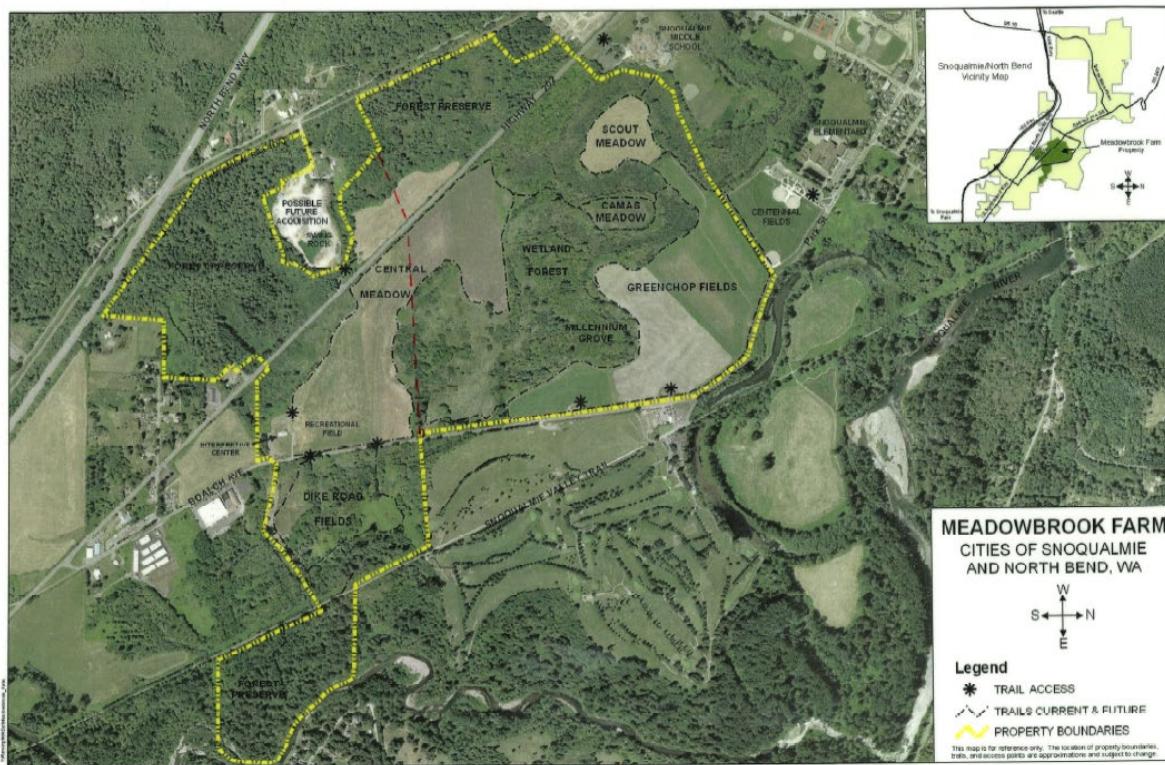
CITY OF SNOQUALMIE

By: _____
Katherine Ross, Mayor
City of Snoqualmie

Date: _____

Exhibit A

Property Description and Depiction of Meadowbrook Farm



Parcels within the boundary of Meadowbrook Farm include the following (as of 8/22/2023):

Meadowbrook Farm Parcels within the Snoqualmie City Limits:

3224089104, 3224089105, 3224089107, 3224089108, 3224089109, 3224089110, 0523089050, 0523089051, 0523089052, 0523089053, 0523089054.

Meadowbrook Farm Parcels within the North Bend City Limits:

0523089004, 0523089055, 0523089056, 0423089004, 0423089010, 0423089024, 0423089030, 0423089032, 0423089035, 5418700095, 5418700120, 5418700125, 5418700130, 5418700135.

Exhibit B

Level of Service Requirements for District's Management and Operation of Farm

The District's operation and maintenance of the Farm shall meet the following minimum levels of service:

1. Interpretive Center Facility Building:

- A. Provide regular janitorial service to the entirety of the Interpretive Center at intervals necessary to keep the building clean.
- B. Complete regular repairs/maintenance as needed including periodic repainting of walls, refinishing of woodwork, and other repairs and maintenance of interior and exterior of Interpretive Center.
- C. Inspect Interpretive Center building and grounds prior to and after events to log any damage attributable to an event and follow-up with event sponsors to ensure damage is reimbursed by event sponsors.
- D. Complete major maintenance and repairs as necessary to ensure proper operation of building components including roof, siding, HVAC, plumbing, and other components as requested and funded by the City of North Bend and the City of Snoqualmie.

2. Interpretive Center Grounds:

- A. Regularly mow Interpretive Center lawn as necessary to keep lawn attractive and functional for events: for purposes of this subsection, the lawn shall be mowed weekly from April through July and from October through November. From November through April the lawn shall be mowed as needed to keep the lawn attractive and functional.
- B. Regularly weed and prune the landscaped beds around the Interpretive Center.

3. Fields:

- A. Mow East Meadow twice per month between April and July and from October through November, and additionally as necessary based on site/building rental needs. The spring dates are flexible based on newborn elk and nesting birds, often found in May and June.
- B. Mow Central Meadow, Scout Meadow, Camas Meadow, Greenchop Field, and potato field three times per year or as necessary to keep invasive bushes and trees (blackberries/alder/etc.) at bay. Perform additional specific mowing as needed for rentals and events, or as arranged for specific fields by Snoqualmie Tribe for habitat/prairie maintenance.
- C. Blade fields used for events a minimum of twice each spring to smooth fields and remove mole hills that have developed.
- D. Provide periodic cleanup of fallen trees, branches, and debris as necessary to keep fields clear for maintenance and use.

4. Trails:

- A. Mow all trail edges every 3 weeks during the growing season.
- B. Remove weeds from trail surface maintenance annually.
- C. Regularly clear fallen trees, branches and debris from trail surface and remove adjacent tree hazards as necessary.

5. Culverts/causeways:

- A. Perform periodic culvert clearing/repair as necessary to maintain drainage.
- B. Perform periodic repair/resurfacing of causeways to maintain access to fields.

The Contracting Agencies reserve the right to periodically inspect the work performed by the District under this Agreement.

Council Packet September 19, 2023

2023 Estimated Meadowbrook Farm Operating Budget

Revenue

Rentals – Interpretive Center/Field Rentals	\$110,000.00	(based off 2022)
Total Revenue	\$110,000.00	

Review Meadowbrook Operational Costs

Building:

• Heat, light, water, alarm	\$4,620.00
• Lawn area	\$5,550.00
• Driveway, parking area	\$5,000.00
• Building maintenance	\$9,894.00
• Janitorial/supplies	\$1,304.30
• Landscaping	\$9,894.00
• Other/Misc	\$9,894.00

(building maint, landscaping, other based off 10 hrs/wk for 52 wks divided equally. Si View employee.)

Total	\$46,106.30
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Field Mowing/Maintenance (using 2020 hours)

	<u>Hours</u>	<u>\$27 Hourly Rate</u>
• Rec field	253	\$6,831.00
• Potato field	251	\$6,777.00
• Driving range	49	\$1,323.00
• Centennial	96	\$2,592.00
• Central meadow	239	\$6,453.00
• Dike road	87	\$2,349.00
• Swing rock	50	\$1,350.00
• Camas meadow	10	\$ 270.00
• Scout field	6	\$ 162.00
Totals	1041	\$28,107.00

• Equipment maintenance/repair	\$5,542.00
• Operator insurance	\$3,675.00
• Fuel	\$3,675.00
Total	\$9,217.00

Trail Maintenance

• Includes trailside mowing	\$3,520.00
• Trail spraying/weed control	\$ 909.00
• Herbicide	\$ 385.00
Total	\$4,814.00

Rentals

• Full time staff	\$29,337.00
• Part time staff	\$13,500.00
• Sound Cleaning	\$25,000.00

Total	\$67,837.00
Total Expenditures	\$156,081.30
Net Total	(\$46,081.30)

Exhibit C

**RENTAL POLICIES FOR
MEADOWBROOK FARM INTERPRETIVE CENTER FACILITY**

1. FACILITY DEFINED

The Meadowbrook Farm Interpretive Center Building and the Interpretive Center grounds are herein referred to as “the Facilities.”

2. RIGHT OF REFUSAL

The District reserves the right to limit or deny rental of the Facilities due to staff availability, incompatibility of the rental request with the Facilities, incompatibility of the rental request with the District’s mission, or for other similar reasons.

3. FACILITY USAGE PRIORITY

- A. The District’s programs and activities take precedence over all other requests to use the Facilities except for the Contracting Agencies’ activities. Should the District and Contracting Agencies’ use of the Facilities conflict, the Parties shall meet and resolve the conflict.
- B. The Contracting Agencies’ sponsored public meetings, public events, public activities, and any organizations that have a contractual relationship with the Contracting Agencies shall take precedence over all other events.

4. FACILITY RESERVATIONS

- A. The District will serve as the Rental Administrator for the Facilities.
- B. Rentals at the Facility are subject to availability and may be reserved during the following times:

Monday – Thursday	7:00 a.m. – 10:00 p.m.
Friday	7:00 a.m. – midnight
Saturday	8:00 a.m. – midnight
Sunday	8:00 a.m. – 10:00 p.m.

- C. Reservations may be made for the next calendar year. Non-profit groups that qualify for non-profit rental fees may reserve space up to three (3) months in advance, unless otherwise approved by the District.
- D. Rental requests must be made at least seven (7) days in advance for events scheduled during regular business hours, Monday – Friday, 9:00 a.m. – 5:00 p.m. Reservations must be made at least thirty (30) days in advance for events scheduled during non-

business hours. Reservation requests received with less notice than previously specified may not be accommodated.

- E. Rental applications are accepted Monday through Friday, from 9:00 a.m. to 5:00 p.m. at the location specified by the designated agent. Rental reservations are accepted on a first come, first served basis, subject to the restrictions outlined herein. Reservations are confirmed and the rental date and time secured when the rental fees have been paid in full.
- F. Weekday rentals require a three-hour minimum rental. Weekend rentals require a five-hour minimum rental. Additional rental time may be added in $\frac{1}{2}$ hour increments.
- G. Long-term and ongoing rentals require approval by the District. In most cases requests for an ongoing rental will be approved for no more than six (6) months at a time.
- H. All reservation requests are subject to review and approval by the District.

5. FACILITY RENTAL FEES

Facility rental fees are established by the District. Facility rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the 2023 fee schedule is attached as Exhibit D and available from the District for subsequent years.

6. DAMAGE DEPOSITS

- A. Facility rental damage deposits are established by the District. Facility rental damage deposit fees are generally reviewed on an annual basis and adjusted using a comparative fee study. Damage Deposit fees are subject to change without notice.
- B. All private rental groups using the Facility will be charged a damage deposit, except as authorized in writing by the District.
- C. The damage deposit is due in full two (2) weeks prior to the date of the event for which the Facility is rented.
- D. Damage deposits are fully refundable provided the following conditions are met:
 1. The rented Facility is left in a clean and orderly manner.
 2. The Facility was not damaged as a result of the rental.
 3. Use of the Facility did not exceed the scheduled reservation time.
 4. All Facility equipment is accounted for and not damaged or broken.
 5. Additional staff time was not required as part of the rental.
 6. All rules/guidelines governing rental use of the Meadowbrook Farm facilities were met.

E. If all conditions are met to the satisfaction of the District, a refund will be processed within four (4) weeks of the event date. If the conditions are not met to the satisfaction of the District, an appropriate fee, as determined in the reasonable discretion of the District, will be deducted from the damage deposit. If necessary, rental groups will be charged to cover any additional costs.

7. RENTAL CANCELLATIONS

- A. Rental cancellations will result in a non-refundable cancellation fee of twenty-five dollars (\$25) per reserved room or fifty percent (50%) of the rental fees, whichever is less, when more than two (2) months' notice is given. Groups that have reserved facilities on multiple dates may be charged a cancellation fee of up to twenty-five dollars (\$25) for each date and room reserved.
- B. Cancellations made between two (2) weeks and two (2) months before the date of the event will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees or twenty-five dollars (\$25), whichever is greater.
- C. Cancellations made with less than two (2) weeks' notice will not be refunded.

8. RENTAL DATE AND TIME CHANGES

All Facility rental date and time change requests are subject to staff and room availability. Additional rental time must be paid for at the time the request is made. Refunds will not be issued for a reduction in rental hours if the request is received with less than two (2) months' notice.

9. ALCOHOL SERVICE AND CONSUMPTION

- A. If private rental groups would like to distribute, serve, or consume alcohol during their rental event, they must complete an Alcohol Beverage Request Form (ABRF). Completing an ABRF does not guarantee that a rental group will be allowed to serve alcohol during their event. The ABRF is reviewed by the District, or its designated agent and a decision rendered within two (2) weeks of receiving the ASRF.
- B. Alcohol may be served in the Interpretative Center only, except where special permission is granted by the District. Alcohol may be served during the following times:

Monday – Friday	Consult Designated Agent
Saturday	10:00 a.m. – 11:00 p.m.
Sunday	10:00 a.m. – 9:00 p.m.

- C. Extra charges will apply if the rental administrator determines additional staff are needed during the event based on the presence of alcohol, estimated attendance, time

of the reservation, or any other factors affecting the safe use of the Facility. The renter is responsible for all additional staffing costs.

D. If alcohol service is approved, the following rules and regulations shall apply:

1. Rental groups must obtain a Washington State Banquet Permit. A copy of the permit shall be submitted to the designated agent a minimum of five (5) business days prior to the event. The original permit must be displayed in the room during the rental event.
2. Alcohol is permitted in the Interpretive Center and the adjacent grass area only. Alcohol is prohibited in all other areas of the Facility including the grounds and the parking lot, except by permission of the District. "No alcohol beyond this point" signs shall be posted at the perimeter of any event where alcohol is served.
3. Rental groups are responsible for the conduct and behavior of their participants and any problems related to the presence of alcohol. Rental groups must attest in their rental agreements that no alcohol will be served to minors.
4. Alcohol service may include beer, wine, and champagne only. Liquor and other alcoholic beverages are not permitted.
5. Kegs are prohibited.
6. Alcohol may only be served during the times approved on the ABRF.
7. The rental group is required to pay \$250 facility rental cleaning fee.
8. Additional liability insurance may be required if, in the discretion of the District, the coverage or limits are deemed insufficient.

E. Rental groups serving alcohol during their event without approval from the District may forfeit their entire damage deposit and face additional charges.

10. RENTAL USAGE GUIDELINES

- A. Maximum room capacities are designated by the District in cooperation with Eastside Fire and Rescue and must be adhered to. Rentals that exceed approved capacities may be cancelled immediately and the entire damage deposit withheld.
- B. The Facility will be unlocked at the time the rental is scheduled to start by a Rental Administrator staff member.
- C. Room set-up is the responsibility of the renter. Set-up time must be included in the rental reservation. Rental groups will not be allowed early access to the Facility.
- D. The District provides a limited amount of equipment for use during rental events. Rental groups should consult with Rental Administrator staff prior to booking their event for a list of available rental equipment. Rental groups may elect to bring in additional equipment for the event. Rental equipment is subject to approval by the Rental Administrator.

- E. Delivery of items for a rental event must occur during the scheduled rental time. Rental Administrator staff will not sign for delivery items and early deliveries will not be accepted.
- F. Only freestanding decorations are permitted. Items may not be affixed to the ceiling, doors, columns, walls, light fixtures, or windows. Damage resulting from the use of tape or other adhesives will result in the loss of all or a portion of the damage deposit.
- G. The use of flammable materials is regulated by Eastside Fire and Rescue. The only types of candles allowed at the Interpretive Center are floating candles. The wick of the candle must be at least 4-6 inches below the opening and trimmed to a height of 1/2" or less. Candles must be floating in water.
- H. Outdoor fires are permitted only in the Contracting Agencies'-owned fire pit, which may be rented for an additional fee. Fires are allowed in the gravel area behind the Interpretive Center or on grass in designated areas only. Fires must be reachable by a hose. Use of the fire pit requires a recreational burn permit from Eastside Fire and Rescue. Obtaining the appropriate permit is the responsibility of renter. Use of fire pits may be prohibited during the burn ban.
- I. Rice, birdseed, confetti, glitter, and dance wax are prohibited in the Interpretive Center.
- J. Fog and smoke machines are prohibited in the Interpretive Center. The use of these machines may activate the fire alarm resulting in immediate evacuation and possible cancellation of the rental event.
- K. The use of barbecues is restricted to the grass area only. Residential, kettle-style or propane-style barbecues are allowed. Commercial-style or large pit barbecues are not allowed, except by permission of District. It is the responsibility of the rental group to dispose of ashes and briquettes at a location other than the Facility.
- L. Fireworks are not permitted at Meadowbrook Farm.
- M. At the conclusion of the rental, all personal items must be removed from the Facility. Rental groups are not allowed to store any items.
- N. The rental group is required to pay a mandatory cleaning fee to the District when the expected guest count exceeds 50 or more persons or the rental includes consumption of alcohol, per the fee schedule outlined in Exhibit D.
- O. The rental group is responsible for cleaning the Facility. The following items must be addressed to avoid additional charges:
 - 1. All Facility equipment shall be cleaned and returned to the proper storage location.
 - 2. All decorations and personal items shall be removed from the Facility.

3. All garbage cans shall be emptied and re-lined. Garbage shall be deposited in the outdoor garbage receptacle.
4. All floors shall be swept and mopped if necessary.

P. The Rental Administrator staff will provide cleaning equipment and supplies. The staff person will conduct a post-event inspection at the conclusion of the event.

Q. Any cleaning and/or repairs that require staff time and materials will be deducted from the damage deposit and/or charged to the rental group. If a rental group exceeds the time reserved, they will be charged additional time and/or it may be deducted from the damage deposit.

R. Failure to follow the rental guidelines may result in forfeiture of the damage deposit, additional charges, and/or denial of future rental usage.

11. INSURANCE FOR PRIVATE RENTAL EVENTS

A. The following events and/or groups may be required to carry insurance naming the Contracting Agencies as additional insureds:

1. Corporate hosted functions of any size.
2. Rental events in excess of 200 participants.
3. Rental events that include the grounds as part of the event.
4. Any rental event where alcohol is to be sold.
5. Other conditions that may increase liability risk for the Contracting Agencies.

B. The District will evaluate all Facility rental requests and determine whether or not additional liability insurance is required.

C. If liability insurance is required, the rental group shall provide a certificate of insurance naming the Contracting Agencies as additional insureds. The certificate must state that the policy may not be cancelled without thirty (30) days written notice provided to the Rental Administrator. The insurance certificate must be on file fourteen (14) days prior to the rental event. The certificate should provide combined single limit coverage of at least \$1,000,000.00 for each occurrence with a 10-day cancellation clause.

12. NON-PROFIT RENTAL USAGE OF FACILITIES

A. Non-profit rental fees are established by the District. Non-profit rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Non-profit rental fees are subject to change without notice.

B. The Facility is available for discounted use by non-profit organizations located within the boundaries of the Snoqualmie Valley School District. Facilities are available for discounted use by non-profit organizations for events that directly pertain to the business of the organization. Personal and social occasions will not be recognized as

a non-profit event. Examples of personal and social occasions include birthday celebrations, holiday parties, anniversary parties, and retirement events.

- C. To qualify for the non-profit rate, the organization must submit an application for Reduction of Rental Fees. The Application for Reduction of Rental Fees is valid for the calendar year only and must be renewed on an annual basis. The requesting organization must provide proof of non-profit status as defined by the Internal Revenue Service 501(c)3 guidelines at the time of application. If approved, the requesting organization will be eligible for non-profit rental rates at the Facility for the calendar year.
- D. Non-profit Facility rentals may be scheduled up to three (3) months in advance, unless otherwise approved by the Rental Administrator.
- E. The non-profit group is responsible for room set-up, breakdown, and clean-up in its entirety. The person that reserved the Facility must be on-site during the entire reservation including set-up and clean-up time.
- F. Non-profit organizations agree to abide by all other rental policies and procedures.

Exhibit D



MEADOWBROOK FARM FEES 2023

Meadowbrook Farm

1711 Boalch Ave NE, North Bend WA 98045

The Meadowbrook Farm Interpretive Center is the perfect location for weddings, family reunions, business retreats and social events. Your guests will enjoy the spectacular view of Mt. Si and the serenity of the Snoqualmie Valley. The center boasts a natural log interior with large barn-style sliding doors providing the option for open air events. The Interpretive Center accommodates 75 or more guests depending on your arrangement. Please call for a personal tour of the Interpretive Center. Building capacity is 125. Wifi is not available.



RENTAL FEES	Oct-June	July-Sept
Oct-June (3 hour minimum rental)		
July-Sept (5 hour minimum rental)		
Building Weekday Rentals - HOURLY RATES		
Monday-Friday (7am-5pm)	\$86	\$86
Monday-Thursday (5pm-10pm)	\$109	\$109
Friday (5pm-12am)	\$152	\$166
Building Weekend Rentals - PACKAGE RATES		
Saturday/Sunday (10 hour rental)	\$1599	\$1769
Saturday/Sunday (5 hour rental)	\$855	\$940
Additional Hourly Rate	\$176	\$198
Field Rentals		
Rec Field OR Dike Road Field w/o Building	\$490	\$490
Rec Field w/ Building (parking)	\$330	\$330
Dike Road Field w/ Building	\$330	\$330
Additional Fees		
Alcohol Fee—Groups 99 or less	\$50	
Alcohol Fee—Groups 100 or more	\$100	
Additional Staffing Fee (groups over 125)	\$24/hr	
Commercial Rentals	Negotiable	

OPTIONAL ITEMS	
Rental Set Up - indoors only	\$175
Rental Clean Up* - indoors only	\$250
Fire Pit (Additional Permit Required)	\$35
Arbor Rental	\$50
AV Use (limited capabilities)	\$50

*required with alcohol or if group size is 30 or more

DAMAGE DEPOSIT

Groups 1-25 guests	\$50
Groups 26-50 guests	\$100
Groups 51-75 guests	\$150
Groups 76-100 guests	\$200
Groups 101+ guests	\$250
Alcohol service (additional)	\$250

Non-profit rates available for 501c3 organizations. Please inquire.



Extra Services

Set-up Package (and what if I don't purchase?)

Table and chair set up by Si View staff is available for \$175. If purchased, tables and chairs will be set up according to the customer's layout prior to the rental start time. Renters can expect to enter the space at the start time with these items in place. Set-up package is only available for indoors.

If the set-up package is not purchased, renters can expect to enter a clean, empty space and begin setting up tables and chairs at the rental start time. Also, if the set-up package is not purchased, renters are not allowed into the building prior to the rental start time to begin this task.

The set-up package must be added to your rental a minimum of one month before the event, and is available only if the room is available prior to your scheduled start time. The set-up package includes set-up of MEADOWBROOK owned tables/chairs only. No decorating or set-up of rented tables/chairs is included. Exterior set up is the responsibility of the renter. The set up package also does not include the moving of and tables/chairs throughout the rental.

Clean-up Package (and what if I don't purchase?)

The indoor clean-up package can be purchased for \$250. Purchase is required for groups of 50 or more, or if alcohol is consumed (regardless of guest count). If purchased, renters are required to clear the building of all belongings, decorations, and guests by the end rental time. Si View staff will then handle clean up responsibilities—clearing of trash and replacing with empty bag; sweeping, and possibly mopping, floor; wiping down tables, chairs, counter tops, and equipment used; placing tables, chairs, and equipment back in storage closet.

If the clean-up package is not purchased, renters are required to clear the building of all belongings, decorations, guests, and handle clean up responsibilities (clearing of trash and replacing with empty bag; sweeping, and possibly mopping, floor; wiping down tables, chairs, counter tops, and equipment used; placing tables, chairs, and equipment back in storage closet) by the end rental time.

The clean-up package must be added on at least one month prior to the event if not included in the original agreement. For a rental to be eligible for the cleanup package their event must end no later than 11pm. Please note the cleanup package includes clean up INSIDE the interpretive center. All equipment set up outside must be returned inside and any garbage cleaned up by the renter.



City Council Agenda Bill

SUBJECT:	Agenda Date: September 19, 2023	AB23-110
Motion Authorizing an Interlocal Agreement between the City of North Bend and the City of Snoqualmie Regarding the Operation and Maintenance of Meadowbrook Farm	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	X
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
Cost Impact: N/A	Finance – Drew Bouta	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate		
Attachments: Interlocal Agreement Regarding the Operation and Maintenance of Meadowbrook Farm		

SUMMARY STATEMENT:

The Meadowbrook Farm Preserve (“Meadowbrook” or “Farm”) consists of 462 acres, lies partially within the cities of North Bend and Snoqualmie, and is owned jointly by both cities. The cities purchased the Farm property in 1994 in part with King County Conservation Futures Tax (“CFT”) grant funding, grant funding from the Washington State Recreation and Conservation Office (“RCO”), and funding from other sources. An Interlocal Agreement (“ILA”) was signed in 1996 requiring the cities to manage the Farm jointly until such time as both cities approve of the form of organization tasked with the management and operation of the Farm, and further providing that the cities enter into a contract with the organization to manage the daily operation of the Farm.

In 1997, the Meadowbrook Farm Preservation Association (“MFPA”) was formed as a non-profit organization under Section 501(c)(3) of the IRS code to serve as the legal entity capable of contracting with the cities for the management and administration of the Farm, and in 1998, the MFPA entered into an ILA with the cities (“1998 ILA”) for the MFPA’s operation and management of the Farm for a period of twenty-five (25) years. The 1998 ILA expired on May 4, 2023.

The cities issued a letter of intent to the MFPA in May of 2023 acknowledging the change in responsibility from the MFPA back to the cities for the management and administration of Meadowbrook. Additionally, the cities provided a letter of intent to the Si View Metropolitan Park District (“the District”) asking the District to maintain the Farm property on the cities’ behalf until a new agreement could be finalized. The cities have been working together on a new ILA to provide an updated governing, management, and education plan for Meadowbrook, requiring approval by the cities’ respective City Councils, and a separate Agreement for Operations and Maintenance of Meadowbrook Farm with the District.

The Snoqualmie Tribe expressed interest in partnering with the cities in management and use of Meadowbrook and discussion started about entering into a three-party ILA. The cities remain committed to finding a path forward in this partnership, however, Staff recommends that the cities move forward with the attached proposed Interlocal Agreement between the City of North Bend and the City of Snoqualmie regarding the Operation and Maintenance of Meadowbrook Farm (“Proposed ILA”) while discussions continue with the Tribe. Meadowbrook has been without an updated, formal agreement since May, 2023, and Staff does not recommend continuing without one.

This Proposed ILA provides an updated governing, management and educational plan between the cities as owners of Meadowbrook, ensures that the preservation, maintenance, and management of Meadowbrook remains consistent with legal restrictions, and coordinates long-range visions and shared objectives for the Farm. The Proposed ILA also provides for the day-to-day operation and management of Meadowbrook.

City Council Agenda Bill

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services, commitment to invest in the City and foster community engagement and pride, and providing a variety of recreation opportunities.

COMMITTEE REVIEW AND RECOMMENDATION: The Community & Economic Development Committee reviewed the Proposed ILA on August 15th. The CED Committee agreed to place this item on the Main Agenda for discussion. Additional discussion is scheduled for the CED Committee meeting on September 19th prior to the City Council meeting.

RECOMMENDED ACTION: **MOTION to approve AB23-110, authorizing the Mayor to execute an Interlocal Agreement between the City of North Bend and the City of Snoqualmie regarding the operation and maintenance of Meadowbrook Farm, in a form and content approved by the City Attorney.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 19, 2023		

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH BEND AND THE
CITY OF SNOQUALMIE REGARDING THE OPERATION AND MAINTENANCE OF
MEADOWBROOK FARM**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this _____ date of _____, 2023, by and between the City of North Bend, a Washington municipal corporation, and the City of Snoqualmie, a Washington municipal corporation (together “the Parties” or “the Cities”).

RECITALS

A. The Cities are municipal corporations of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW.

B. The Cities are owners of certain property generally referred to as Meadowbrook Farm Preserve (“the Farm”). The Farm consists of 462 acres, lies partially within each city, and is described as set forth in Exhibit A (“the Property”). The Cities purchased the Property in 1994 in part with King County Conservation Futures Tax (“CFT”) grant funding, grant funding from the Washington State Recreation and Conservation Office (“RCO”), and funding from other sources. As conditions of CFT and RCO grant funding, the Cities agreed to certain restrictions on the use of the property as open space land for passive recreational uses, among other restrictions.

C. In 1996, the Cities entered into an Interlocal Cooperation Agreement (“1996 ILA”) requiring the Cities to manage the Farm jointly until such time as both Cities approve of the form of organization tasked with the management and operation of the Farm, and further providing that the Cities enter into a contract with the organization to manage the daily operation of the Farm.

D. In 1997, the Meadowbrook Farm Preservation Association (“MFPA”) was formed as a non-profit organization under Section 501(c)(3) of the IRS code to serve as the legal entity capable of contracting with the Cities for the management and administration of the Farm.

E. In 1998, the MFPA entered into an ILA with the Cities (“1998 ILA”) for the MFPA’s operation and management of the Farm for a period of twenty-five (25) years. The 1998 ILA expired on May 4, 2023.

F. In 1999, the Meadowbrook Farm Master Plan (“Plan”) was adopted by the City of North Bend in Resolution 1639 and the City of Snoqualmie in Resolution 1227, and the Plan was updated in 2013. The Plan serves as the guiding document for the long-term preservation, maintenance, and management of the Farm.

G. The Parties wish to enter into this ILA to provide for an updated governing, management and educational plan, to ensure that the preservation, maintenance, and management of the Farm remains consistent with legal restrictions on the use of the Farm, and to coordinate the Parties’ respective long-range visions and shared objectives for the Farm; and to provide for day-to-day operation and management of the Farm.

NOW, THEREFORE, the Parties have entered into this Agreement under the terms and conditions set forth herein:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to set forth the terms and conditions under which the Farm will be operated and maintained in order to preserve the Farm as public open space consistent with all applicable restrictions set forth in deeds; Ch. 84.34 RCW; ordinances, regulations and requirements of the CFT grant; and the RCO Program Manuals. The Plan, as presently constituted or hereinafter amended, shall serve as the primary guiding document to inform the preservation, use, maintenance, operations, and capital investment programs for the Farm.

2. FARM OWNERSHIP

The Cities are fee simple owners of the Farm as tenants-in-common. A property description of the Farm, including a map and the parcel numbers, is attached hereto as Exhibit A and incorporated by this reference as if fully set forth herein.

3. EXHIBITS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by this reference as if fully set forth herein:

- A. Description of the Property (Exhibit A);
- B. King County Conservation Futures Program Manual;
- C. Interagency Committee for Outdoor Recreation (“IAC”) Deed of Right to Use Land for Public Recreation Purposes – IAC Project #96-196A – November 12, 1996;
- D. Warranty Deed recorded with the King County under recording number 9312020903;
- E. Warranty Deed recorded with the King County under recording number 9401313166;
- F. Warranty Deed recorded with the King County under recording number 9612311332; and
- G. 2013 Meadowbrook Farm Master Plan and future amendments thereto.

4. USE RESTRICTIONS

The following restrictions on the Farm are permanent and any amendments or revisions thereto must comply with the Conversion processes available through the funding agencies, which the Parties agree not to seek unless mutually agreed upon in the interest of and in consistency with the goals and objectives of the Plan:

- 4.1 Conservation Futures Use Restrictions. The Farm is the subject of a CFT grant secured in 1993 for the acquisition of the Farm. An Interlocal Cooperation Agreement executed in 1993 by King County and the Cities, effective in perpetuity, obligates the Cities to maintain the Property consistent with CFT use restrictions.

- 4.1.1 CFT use restrictions are set forth in the Conservation Futures Program Manual (“Manual”) attached hereto as Exhibit B. Under the Manual, owners must maintain the Property in perpetuity as open space consistent with the definition of “open space” in RCW 80.34.020(1) which restricts use to low impact, passive-use recreation; and non-motorized use where no more than 15% of the total surface area of the Property may be impervious surfaces (excluding trails). Appropriate low impact passive recreation uses include hiking; walking; horseback riding; mountain biking on dispersed trails; fishing; gardening or farming; free play on grass (e.g., kicking a ball or tossing a frisbee); picnicking; nature viewing; and such other uses that do not require significant built infrastructure or programming which may be compatible.
- 4.1.2 Specific examples of incompatible uses and infrastructure set forth in the Manual include but are not necessarily limited to recreational uses that require extensive/intensive infrastructure, development, and/or programming; ballfields; golf courses; disc golf courses; campgrounds; fenced off-leash dog parks; a mountain biking park with a high density of trails and/or constructed course features; a dedicated equestrian training area with constructed course features; and regularly scheduled, organized events that could damage the Property’s resources.

4.2 Recreation and Conservation Office (formerly IAC) Use Restrictions.

- 4.2.1 The Cities are prohibited from any use of the Farm that is inconsistent with the RCO Project Agreement (WWRP Project No. 96-196A) attached hereto as Exhibit C. Any use not consistent with Exhibit C will result in a “Conversion” of the Farm or portions thereof and will require the Cities to ensure that other outdoor recreation land of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent usefulness and location for the public recreation purposes for which RCO assistance was originally granted will be substituted in the manner provided for in chapter 79A.25 RCW.
- 4.2.2 The following activities are prohibited Conversions: property interests conveyed for non-public outdoor recreation or habitat conservation uses; non-outdoor recreation or habitat conservation uses (public or private) that are made of the Property without approval of the RCO; development of non-eligible indoor recreation facilities within the Property without prior approval of the RCO; termination of public use; major changes to the scope of use of the Property without RCO approval.

4.3 No Exclusion of the Public and No Private Sub-lease of the Farm or Portions Thereof. All uses of the Farm shall be consistent with maintaining public open space and public access consistent with Use Restrictions described in this Section. No uses of the Farm shall be allowed that would exclude or limit reasonable public

access (excepted in limited areas as may be appropriate for designated fish and wildlife habitat conservation areas and/or temporary habitat restoration measures) or which would constitute private sub-leases of the Property.

5. DURATION AND MODIFICATION

- 5.1 Duration. This Agreement shall be effective on the later of May 4, 2023, or the last signature hereon and shall continue through midnight on May 3, 2033. Thereafter, this Agreement shall automatically renew without further action by the Parties on a yearly basis unless otherwise modified or terminated, as provided for in Sections 5.2 and 18 respectively.
- 5.2 Modification. This Agreement is intended to express the entire Agreement of the Parties and may not be altered or modified in any way unless such modification is reduced to writing and agreed upon and signed by each Party.

6. MEADOWBROOK FARM GOVERNING BODY

- 6.1 Membership. The Meadowbrook Farm Governing Body (“Governing Body”) shall be comprised of the Mayor of the City of North Bend and the Mayor of the City of Snoqualmie (each individually a “Member,” and collectively the “Members”). Each Member may appoint a designee to serve in the absence or unavailability of the Member.
- 6.2 Voting. Each Member shall have an equal vote on all matters coming before the Governing Body for a decision. Each Member shall uniformly support decisions of the Governing Body.
- 6.3 Responsibilities. The Governing Body shall be responsible for the following activities:
 - 6.3.1 Budget Adoption and Funding. The Governing Body shall annually review and approve a budget of estimated revenues and expenses to be incurred with respect to the operation and maintenance of the Farm and Interpretive Center. Each Member shall be responsible for obtaining annual budgetary approval from that Member’s jurisdiction for one-half (1/2) of the total annual budgeted expenses.
 - 6.3.2 Operation and Maintenance Services. The Governing Body shall consider and make appropriate provision for operation and maintenance of the Farm and all equipment and facilities located thereon, including by execution of one or more interlocal agreements and/or contracts for services with one or more Governing Body Members, non-Member governmental or nonprofit organizations, or private entities. Operation and maintenance services may include, but are not limited to, the following:

- 6.3.2.1 Management of the day-to-day operations and maintenance of the Farm, including maintenance of buildings and grounds, fields, forests, trails, and equipment consistent with any level(s) of service established within the Agreement for Operations and Maintenance of Meadowbrook Farm;
- 6.3.2.2 Coordination of schedules for classes, camps, and events, with scheduling priority given for educational activities over event planning;
- 6.3.2.3 Coordination and operation of event rentals;
- 6.3.2.4 Preparation of grant applications and coordination of any recommended capital projects;
- 6.3.2.5 Construction and installation of improvements consistent with the Farm Master Plan and Capital Improvement Plan;
- 6.3.2.6 Engagement in communications and marketing concerning the Farm;
- 6.3.2.7 Provision of docent/interpretive/educational services and/or activities; and
- 6.3.2.8 Review and approval, in the Governing Body's reasonable discretion, of such projects proposed pursuant to Section 6.3.2.5, for incorporation into the 2013 Meadowbrook Farm Master Plan and future amendments thereto and any Annual Capital Plan approved by the Governing Body. Such approval implies working to secure funding through their respective jurisdiction's budget approval authority and/or other funding sources.

6.3.3 Review/Approval of Funding the Governing Body May Provide to the Meadowbrook Farm Preservation Association.

- 6.3.3.1 The Meadowbrook Farm Preservation Association ("MFPA") has been and is anticipated to continue to be the primary entity delivering educational and interpretive programming of the Farm.
- 6.3.3.2 The Governing Body intends to enter into a Memorandum of Understanding ("MOU") with the MFPA to provide educational, interpretive, and potentially other services as authorized by the Governing Body.
- 6.3.3.3 As such, that MOU will require, annually, the MFPA to report to the Governing Body a summary of the MFPA's activities, revenues, and

expenses. The report can at that time provide, if requested by the MFPA, a budget supplement request to the Governing Body for the coming year. The MFPA's budget request shall be for the MFPA's provision of docent and interpretive services to Farm guests and visitors for the coming year ("MFPA Supplemental Funding Request") and shall be subject to approval by a majority vote of Governing Body Members ("Approved MFPA Supplemental Funding"). Nothing in this Agreement should be interpreted to guarantee supplemental funding.

6.3.4 Additional Governing Board Responsibilities. The two City Members of the Governing Body shall make necessary arrangements for the provision of insurance, police protection, fire protection, garbage service, utilities, and other such support services associated with the maintenance and protection of the Property including the Interpretive Center and any associated infrastructure improvements. Although each City as owners of the Property will obtain these services, each Party to this Agreement will contribute financially in an amount equal to one-half of the cost of these additional services. If a Member does not fund its share of the support services identified in this Section 6.3.4, the Member shall relinquish voting privileges pursuant to Section 6.2 until such time as the Member funds its share of the support services, in which case the Member's voting privileges shall be reinstated.

7. MEADOWBROOK FARM ADVISORY BODY

7.1 Advisory Body Membership. The Meadowbrook Farm Advisory Body ("MFAB") shall be comprised of one North Bend staff representative, one Snoqualmie staff representative, one MFPA representative, one Si View Metropolitan Park District (SVMPD) representative, one Snoqualmie Valley Historical Society representative; one Snoqualmie Valley School District representative, one King County representative, one Mountains to Sound Greenway Trust representative, one Snoqualmie Tribe representative, and one Elk Management Group representative. To avoid any direct or potential conflict of interest, a SVMPD Commissioner shall not serve on the MFAB or the MFPA's governing body.

7.2 Chair of MFAB. The staff representatives of the Cities shall Chair MFAB meetings and set meeting times and agendas in consultation with MFAB members. The Chair(s) may name one or more other MFAB members to assist in taking minutes, writing reports or other duties as determined are needed.

7.3 Advisory Body Responsibilities. The MFAB shall be responsible for recommending and guiding updates to the Plan, for recommending Farm capital improvements, and for identifying and making recommendations concerning Farm policy and Farm use issues for the Governing Body's consideration. The MFAB shall make its recommendations to the Governing Body each year, and the MFAB's

recommendations shall be presented prior to each Member's City Council annual budget preparation.

7.4 Organization Chart. The reporting structure of the MFAB and the Governing Body are depicted in Exhibit D.

8. INDEMNIFICATION

The Parties shall indemnify one another as follows:

- 8.1 Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its officers, officials, employees, or agents.
- 8.2 Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as respects the other Party, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees or agents. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 8.3 In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.
- 8.4 The provisions of this Section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

9. FINANCING

There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

10. PROPERTY

This Agreement does not provide for the acquisition or disposal of any real or personal property at this time, and nothing herein affects the terms or conditions of the Cities of North Bend and Snoqualmie's ownership of the Property or any improvements thereon or any equipment used in the operation or maintenance thereof.

11. NO SEPARATE LEGAL ENTITY

This Agreement establishes a joint operation of the Parties and does not create a separate legal entity or administrative entity.

12. DISPUTE RESOLUTION

It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation pursuant to chapter 7.07 RCW. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. The Parties shall not resolve a dispute by mandatory arbitration. In the event mediation is not successful, the Parties agree to the jurisdiction of the Superior Court of King County, Washington over any lawsuit filed under this Section.

13. INDEPENDENT CONTRACTOR

Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of one Party the employee of any other Party or Parties for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. At all times pertinent hereto, employees of the City of North Bend are acting as City of North Bend employees and employees of the City of Snoqualmie are acting as City of Snoqualmie employees.

14. NOTICES

Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Party:

City of North Bend:

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

City of Snoqualmie:

Katherine Ross, Mayor
38624 River Street
P.O. Box 987
Snoqualmie, WA 98065

15. PARTIAL INVALIDITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

16. ASSIGNABILITY

The rights, duties, and obligations of any Party to this Agreement shall not be assignable.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

18. TERMINATION OF AGREEMENT

Any Party may terminate this Agreement by delivery of written notice of termination no fewer than ninety (90) days prior to termination.

19. RECORDING

Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on the Parties' respective websites listed by subject matter.

20. INSURANCE

Each Party shall be responsible for maintaining its own insurance.

21. GENERAL PROVISIONS

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. Failure of a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

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ACKNOWLEDGED AND AGREED TO BY:

CITY OF NORTH BEND

Rob McFarland, Mayor
Signed: _____

CITY OF SNOQUALMIE

Katherine Ross, Mayor
Signed: _____

ATTEST/AUTHENTICATED:

By: _____
North Bend City Clerk

By: _____
Snoqualmie City Clerk

APPROVED AS TO FORM:

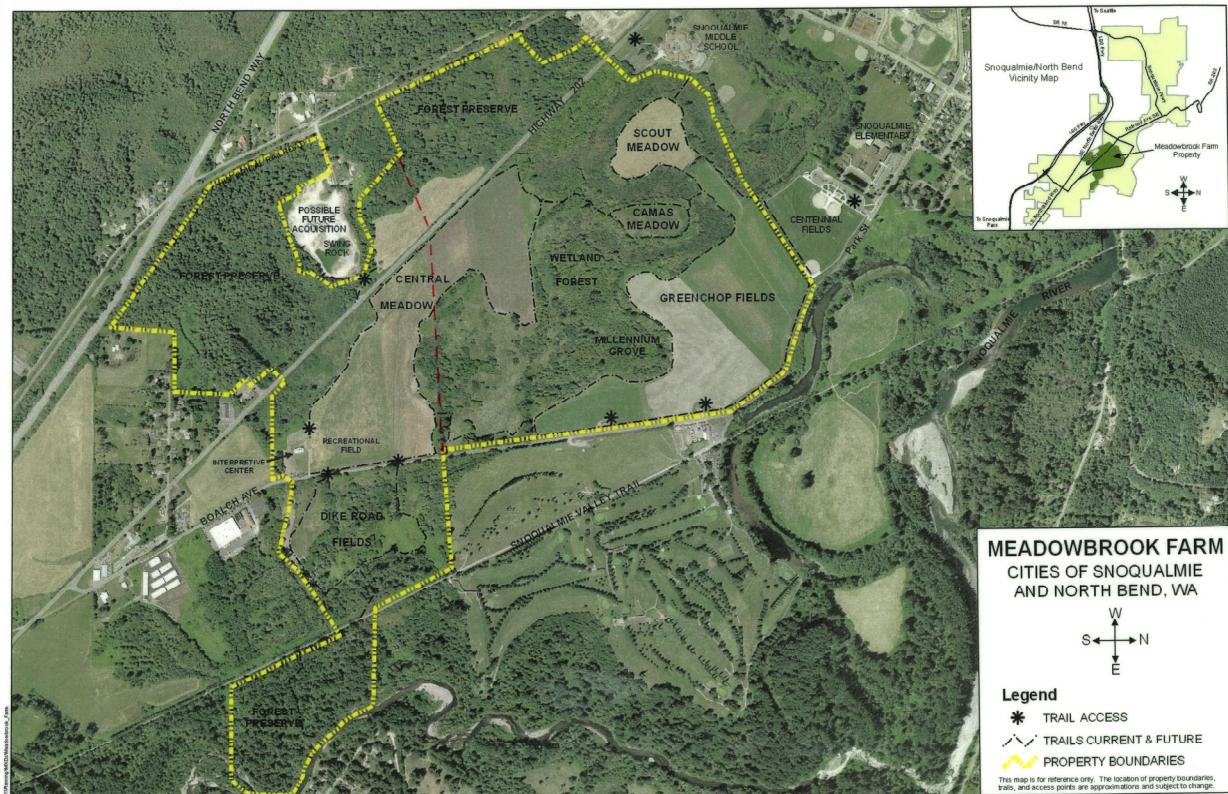
By: _____
Kendra S. Rosenberg
North Bend City Attorney

Dated: _____

By: _____
David A. Linehan
Snoqualmie City Attorney

Dated: _____

Exhibit A – Meadowbrook Farm Boundary and Included Parcels



Parcels within the boundary of Meadowbrook Farm include the following (as of 8/22/2023):

Meadowbrook Farm Parcels within the Snoqualmie City Limits:

3224089104, 3224089105, 3224089107, 3224089108, 3224089109, 3224089110, 0523089050, 0523089051, 0523089052, 0523089053, 0523089054.

Meadowbrook Farm Parcels within the North Bend City Limits:

0523089004, 0523089055, 0523089056, 0423089004, 0423089010, 0423089024, 0423089030, 0423089032, 0423089035, 5418700095, 5418700120, 5418700125, 5418700130, 5418700135.



King County Conservation Futures Program Manual

December 2022

King County Conservation Futures

Program Manual

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Available online at: www.kingcounty.gov/CFTapplication

SECTION 1. OVERVIEW

Conservation Futures Funding Source

Conservation futures tax levy (“CFT”) is a property tax levy that was authorized by the State of Washington in the 1970s. Counties may collect up to 6.25 cents per \$1,000 of assessed value to acquire open space lands in fee, acquire easements, or otherwise conserve land.

King County began collecting a CFT levy in 1982, the first county in Washington to do so. King County adopted the maximum allowable levy rate of 6.25 cents per \$1,000 of assessed value. Due to limits on property tax collection, in 2019 the levy rate is 3.4 cents per \$1,000 of assessed value. In 2019, King County CFT levy collections are projected to exceed \$20 million.

CFT tax levy dollars are the source of funding for the CFT grant program. CFT funding awards have protected >100,000 acres of open spaces, parks, trails, natural areas, urban greenspaces, forests, farmlands, and shoreline throughout King County, in cities and the unincorporated area.

Historically, approximately 50% of the yearly revenues have been awarded to projects through a competitive annual award process (for example, FY 2019 annual award funding is \$12.4 million). The remaining yearly revenues have been used to pay debt service on past bonds that were issued for major open space purchases. In 2018, a policy was added to King County Code that allows up to 80% of collections to be used for debt service.

Policy Basis

This Program Manual reflects conservation futures requirements in state law (Revised Code of Washington, or “RCW”) and King County Code (“KCC”), adopted policies, and practices. The primary state law, county code, and policies that govern the King County CFT program include: chapter 84.34 RCW, chapter 26.12 KCC, and the Application Evaluation Criteria and General Conditions adopted in Motion 15513.

Conservation Futures Goals

King County Code describes the goals of the county conservation futures tax allocations over time as follows. “In accordance with chapter 84.34 RCW, the county shall maintain, preserve, conserve, expand and otherwise continue in existence adequate open space lands, and the county shall also achieve a broad geographical distribution of conservation futures proceeds.

Conservation futures proceeds shall be allocated in a manner that addresses equity and social justice by providing open spaces in communities in greatest need.” (KCC 26.12.005)

SECTION 2. ADVISORY COMMITTEE AND STAFFING

The King County Conservation Futures Advisory Committee (“Committee”) is a volunteer board with 16 positions that are appointed by the King County Executive and confirmed by the King County Council. The Committee’s primary role is to review applications for CFT funding and make funding recommendations to the Executive and the King County Council. Membership is comprised of:

- One individual from each King County Council district (nine total)
- Four individuals from council-at-large appointments (coordinated by the King County Council Chair)
- Three individuals from executive-at-large appointments (coordinated by the King County Executive)

The King County Department of Natural Resources and Parks appoints a CFT program coordinator to oversee the administration of the CFT funding program and the Committee process. The CFT program coordinator is the point of contact for all CFT-related questions (see *Section 11 - Contact Information*).

SECTION 3. APPLICATION TIMELINE

The typical yearly application and award timeline is as follows.

January	CFT program coordinator announces the annual CFT application process on the website and by email to agencies & interested parties.
March	Applications due in early March.
March to June	Committee reviews applications, conducts site visits with applicants, and determines its project funding recommendations.
By July 1	Committee provides a funding recommendation report to the King County Executive and the King County Council. Report is shared with all CFT funding applicants.
September	King County Executive makes CFT award recommendations by ordinance.
Late fall	The King County Council makes final decisions about CFT funding awards and adopts awards by ordinance (typically November). CFT program coordinator notifies the applicants of final award decisions.
During the following year, the CFT program coordinator works with successful applicants to make awarded funding available.	

The timeline could vary in years when CFT bond funding is available for application and award.

SECTION 4. ELIGIBILITY TO APPLY FOR AND RECEIVE FUNDING

CFT funding awards can only be made to the following eligible parties (based on RCW 84.34.210 and KCC 26.12.010):

- agencies (county, cities, towns, metropolitan park districts)
- eligible nonprofit historic preservation corporations¹
- eligible nonprofit nature conservancy corporation or associations²

While not eligible to receive awards, applications for CFT funding may also be made by other nongovernmental organizations or individuals. An applicant that is not eligible to receive CFT funding can work in partnership with a governmental agency or an eligible nonprofit who can receive awards and own CFT-funded land.

Properties purchased with CFT funding must always remain in the ownership of an eligible party as listed above.

SECTION 5. ELIGIBLE OPEN SPACE LANDS & PROPERTY INTERESTS

Properties eligible for funding must meet the definitions of open space land in RCW 84.34.020, which describes open space lands as land area that, if preserved, would:

- conserve or enhance natural or scenic resources
- protect streams or water supply
- promote conservation of soils, wetlands, beaches, or tidal marshes
- enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations, sanctuaries, or other open space
- enhance recreation opportunities
- preserve historic sites
- preserve visual quality along highway, road, and street corridors or scenic vistas
- retain urban open spaces
- preserve farm and agricultural land

¹ "Nonprofit historic preservation corporation" means an organization which qualifies as being tax exempt under 26 U.S.C. section 501(c)(3) of the United States Internal Revenue Code of 1954, as amended, and which has as one of its principal purposes the conducting or facilitating of historic preservation activities within the state, including conservation or preservation of historic sites, districts, buildings, and artifacts. (RCW 64.05.130)

² "Nonprofit nature conservancy corporation or association" means an organization which qualifies as being tax exempt under 26 U.S.C. section 501(c) (of the Internal Revenue Code) as it exists on June 25, 1976 and one which has as one of its principal purposes

- the conducting or facilitating of scientific research;
- the conserving of natural resources, including but not limited to biological resources, for the general public;
- or the conserving of open spaces, including but not limited to wildlife habitat to be utilized as public access areas, for the use and enjoyment of the general public. (RCW 84.34.250, bullets added)

King County Code defines ‘open space land’ as “the fee simple interest in open space land, farm and agricultural land, and timberland as such are defined in chapter 84.34 RCW, including urban greenspaces³ in dense urban environments, for public use or enjoyment, or any lesser interest in those lands, including development rights, conservation futures, easement, covenant or other contractual right necessary to protect, preserve, maintain, improve, restore, limit the future use of or otherwise conserve the land.” (KCC 26.12.003.I)

CFT funding may be used to acquire property interests on open space lands such as:

- fee title to properties (i.e. purchasing the property outright)
- less-than-fee property rights such as easements or development rights to achieve conservation goals, while the property remains in private ownership

The applicant may seek to protect a parcel in its entirety, or to protect just a portion of a parcel. Applications often propose to conserve more than one parcel.

CFT funding may not be used to acquire any property interest through the exercise of the power of eminent domain or condemnation (KCC 26.12.010.H).

SECTION 6. EVALUATION CRITERIA

CFT Application Evaluation Criteria were adopted by Motion 15513. The following are the “Open Space Resources” criteria described in the motion:

- wildlife habitat or rare plant reserve
- salmon habitat and aquatic resources
- scenic resources
- community separator
- historic or cultural resources
- urban passive-use natural area or greenbelt
- park, open space or natural corridor addition
- passive recreation opportunity in an area with unmet needs
- projects that seek to redress historic disparities in access to open space in opportunity areas

The motion also describes “Additional Factors” that are to be considered as criteria:

- educational or interpretive opportunity
- impact to open space resources
- feasibility: ownership complexity, willing seller(s), community support
- partnerships
- identification in an adopted park, open space, comprehensive, or community plan
- Transferable Development Rights (TDR) participation

³ “Urban greenspaces” as used in CFT can refer to a variety of parks and open spaces in an urban setting that meet CFT use requirements (for example, it may include a small park with grassy areas, a small playground, and picnic tables; a forested greenbelt with trails; a regional trail; a community garden)

The Committee also considers anticipated stewardship and maintenance of property, regional significance, availability of match, equity, and adopted financial policies.

SECTION 7. ALLOWABLE USES

Adopted Policy Guidance

King County Council Motion 15513 adopted the following policies for use of CFT funding, as “General Conditions” #3 and #4:

“3. Future use of the property is restricted to low impact, passive-use recreation, which means that development of facilities to support organized/structured athletic activities such as ballfields, courts, and gyms is not allowed. Small playgrounds for children are allowed, within the 15% non-vegetative impervious surface limit described below, not to exceed 5,000 square feet, and compatible with the other open space values of the property. Future use is further limited to non-motorized use, except as is necessary for the following types of uses (and provided in a way that protects open space resources): maintenance, staging areas, entrance roads, and parking to provide public access.

4. A maximum of 15% of the total surface area of a proposed acquisition project may be developed or maintained with non-vegetative impervious surfaces. Trail surfaces (soft-surface or paved) are not included in the calculation of this restriction. This percentage may be adjusted in instances where the Advisory Committee recommends, and the King County Council determines, that parking or other developed features necessary for the use of the site are required, are compatible with open space resources, and would exceed the 15% limit (e.g., scenic viewpoints).”

Allowable Uses

Examples of allowable passive recreational uses on CFT-funded lands include:

- hiking
- walking
- horseback riding
- mountain biking on dispersed trails
- fishing
- gardening or farming
- playing on playgrounds
- free play on grass (e.g. kicking a ball or tossing a frisbee around)
- picnicking
- nature viewing

Other uses may also be compatible that do not require significant built infrastructure or programming.

On CFT-funded lands, green stormwater infrastructure approaches may focus on protecting natural landscapes that retain and infiltrate stormwater, add features that function and look like natural systems such as wetlands, and treat runoff from parking lots or impervious surfaces on the property (and nearby area) using features such as rain gardens and bioswales.

Incompatible Uses and Infrastructure

Recreational uses that require extensive/intensive infrastructure, development, and/or programming are typically not compatible with CFT funding. Examples of incompatible uses and infrastructure include:

- ballfields
- golf course
- disc golf course
- campgrounds
- fenced off-leash dog parks
- mountain biking park with a high density of trails and/or constructed course features
- dedicated equestrian training area with constructed course features

Regularly scheduled, organized events that could damage the site's resources are not compatible with CFT funding.

Compatible Infrastructure – Within the 15% Limit

Development that supports low-impact passive recreational uses is allowed, subject to the 15% limit on non-vegetative impervious surfaces. Trail surfaces (both paved and unpaved) do not count toward the 15% limit. Compatible infrastructure that may be built within the 15% limit includes features such as (see above, Allowable Uses, about considering green stormwater infrastructure to treat runoff if possible) :

- parking lots
- trailheads
- kiosks
- restrooms
- picnic tables
- picnic shelters
- small playgrounds (<5,000 s.f.)

Generally, on CFT-funded parks and open spaces there should not be permanent structures other than those passive recreation amenities noted above. There may be situations where other minor structures directly related to allowable uses of the site may be appropriate (e.g., a tool shed or greenhouse on a community garden; farm buildings if purchasing a farmland). Maintenance shops may be a temporary use in some cases.⁴

Accommodating More Intensive Uses or Infrastructure

An applicant may seek to secure CFT funding only for a portion of a larger site, proposing to use the remainder of the site to support more intensive recreation or infrastructure that is not compatible with CFT funding.

⁴ In limited circumstances, the CFT Advisory Committee may approve retaining an existing building on the property for a period of time to be used as a maintenance shop to maintain the CFT-funded property, within the 15% non-vegetative impervious surface limit. That proposal should be noted in the application. CFT funding cannot pay for the value of the structure used for a shop, and the funding used for structure purchase would not count as match to CFT funding. The building should be demolished when maintenance use ceases, and it should not be a long-term use on the property.

In such cases, the application could identify the specific CFT-eligible portion of the property that would meet CFT use and infrastructure requirements. The CFT-eligible portion of the property could be purchased with 50% CFT funding and 50% match funding (unless it qualifies for a match waiver, see Section 8). The funding used to purchase the remaining non-CFT-eligible portion of the site cannot count as match for CFT funding. The cost of the CFT-eligible portion of the property would need to be specifically evaluated, likely requiring analysis through an appraisal.

Applying CFT to only a portion of the site does not require a boundary line adjustment or legal lot segregation; the designation of where funding applies can be made administratively and referenced on the deed.

After an award is made and land has been purchased, if the owner of a CFT-funded property seeks to allow more intensive uses or development, the owner may follow conversion procedures to provide replacement land or reimbursement funding in order to remove CFT funding restrictions from the site (see *Section 10 – Award Administration/Conversions*).

Charging Fees

Fees may be charged on CFT-funded property subject to other applicable laws and regulations.

SECTION 8. MATCH

Match Requirement

For most projects, the agency or nonprofit must commit to providing a matching contribution that is no less than the amount of CFT funding awarded to the project, before CFT funding is paid to the agency or nonprofit. This is often referred to as a dollar-for-dollar match.

KCC 26.12.010E identifies allowable sources of match:

1. cash
2. land match with a valuation verified by a reviewed appraisal
3. the cash value, excluding King County Conservation Futures contributions, of other open spaces acquired within the previous two years from the date of the submittal of the application by the agency or nonprofit organization

The latter two types of match should be directly linked to the property under application and meet CFT allowable use policies (see *Section 7 – Allowable Uses*).

While match must be secured before CFT funding is paid to the award recipient, match does not have to be secured at the time of application for CFT funding. CFT funding is sometimes the first funding awarded to a project, helping a project secure awards from other grant sources.

Match Waiver for Opportunity Area Projects

Some projects may qualify for a “match waiver,” meaning that CFT funding could pay 100% of the eligible project acquisition costs.

The match waiver policy was designed to help fund projects that would provide parks and open spaces in the most under-served parts of the county, where “past history of inequities, discrimination, injustices, and limited regional investment is evident today.”⁵ Providing a match waiver is intended to help “eliminate disparities in access to public open spaces and trails in communities with the greatest and most acute needs.”⁶

A project may qualify for a match waiver if it is determined to be located in an “opportunity area,” by one of two methods as described below.

Method 1. Meeting Three Mapped Criteria

Project is located in a part of the county with the lowest incomes, highest hospitalization rates, and no nearby open spaces (as mapped by King County DNRP).

Described in code as:

1. Areas within King County that:
 - a. are located in a census tract in which the median household income is in the lowest one-third for median household income for census tracts in King County;
 - b. are located in a ZIP code in which hospitalization rates for asthma, diabetes and heart disease are in the highest one-third for ZIP codes in King County; and
 - c. are within the Urban Growth Boundary and do not have a publicly owned and accessible park or open space within one-quarter mile of a residence, or are outside the Urban Growth Boundary and do not have a publicly owned and accessible park or open space within two miles of a residence. (KCC 26.12.003J):

Method 2. Qualitative Method

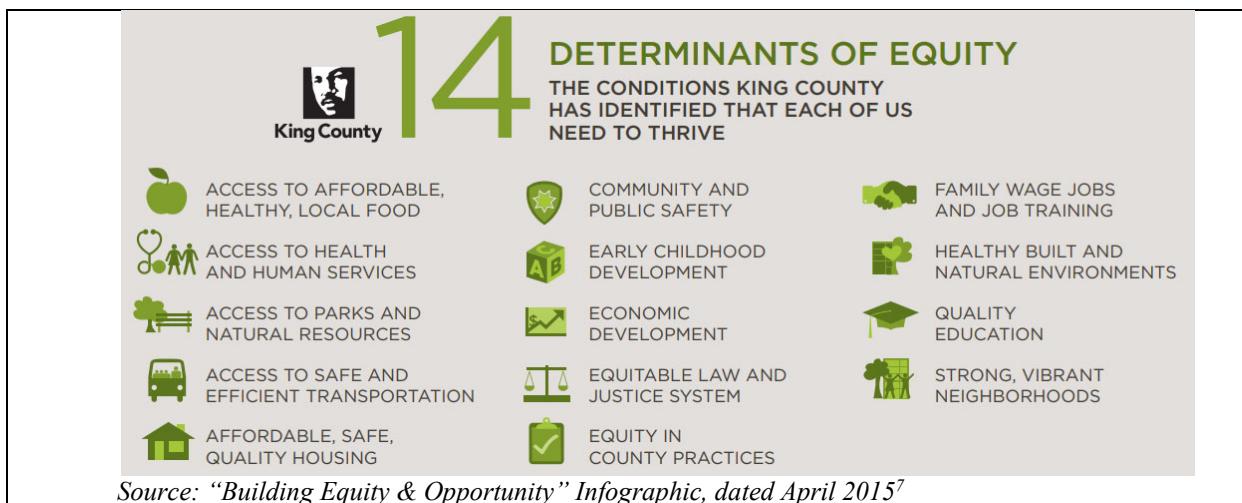
CFT Committee determines that residents in the project area, or the population served by the project, experience disproportionately limited access to open spaces, and demonstrated hardships related to income, health, social, environmental or other factors.

Described in code as:

2. Areas where the project proponent or proponents can demonstrate, and the advisory committee determines, that residents living in the area, or the populations the project is intended to serve,
 - disproportionately experience limited access to public open spaces and
 - experience demonstrated hardships including, but not limited to, low income, poor health and social and environmental factors that reflect a lack of one or more conditions for a fair and just society as defined as "determinants of equity" in K.C.C. 2.10.210. (KCC 26.12.003J)

⁵ King County Land Conservation Advisory Group, Final Report, Dated December 2017, page 15 (available at: <http://kingcounty.gov/land-conservation>)

⁶ Ibid, page 16



Applying for a Match Waiver/Opportunity Area Determination

An applicant seeking a match waiver should contact the CFT program coordinator well in advance of application submittal to discuss the proposal, and to receive a data report on how the project meets certain relevant criteria.

The applicant needs to make the case in the application that they are in an opportunity area and thus eligible for a match waiver. Information in the data report may be used in completing the application; the applicant is welcome to provide other relevant information.

Opportunity area proposals should have engagement and collaboration with community-based organizations and/or members of the community. Collaboration can be demonstrated through at least two letters of support and a description of community outreach held to date, or planned in the future. In reviewing how a project meets criteria, proposals that demonstrate community support would be prioritized higher than those without demonstrated support.

During project review, the Committee will determine whether the project meets opportunity area criteria and qualifies for a match waiver. As with every other application, the project will also be reviewed on its merits and how it meets CFT criteria and policies (see *Section 6 - Evaluation Criteria*). The Committee would then determine whether to recommend a funding award.

The applicant is asked on the application if the Committee should consider the project for a standard CFT funding award (requiring dollar-for-dollar match) if the Committee determines that the project does not meet opportunity area criteria and does not qualify for a match waiver.

SECTION 9. ELIGIBLE COSTS

The following is a list of acquisition-related costs eligible for CFT funding, as described in KCC 26.12.010.H (bullets added for clarity):

⁷ <https://www.kingcounty.gov/elected/executive/~/media/B102A4C8AAE440F1A79BCE76986E80F5.ashx?la=en>

“Disbursement requests shall be made only for:

- capital project expenditures that include all costs of acquiring real property, including interests in real property

and the following costs, though it shall not include the cost of preparing applications for conservation futures moneys:

- cost of related relocation of eligible occupants
- cost of appraisal
- cost of appraisal review
- cost of title insurance
- closing costs
- pro rata real estate taxes
- recording fees
- compensating tax
- hazardous waste substances reports
- directly related staff costs
- related legal and administrative costs”

For most projects, CFT funding can pay up to 50% of eligible costs (up to the total amount of CFT funding awarded to a project), with the remaining costs paid by matching funding. For opportunity area projects that qualify for a match waiver, CFT funding may pay up to 100% of eligible costs.

The purchase price of the property should be determined by a reviewed appraisal; i.e., the property should be valued based on an appraisal, and that appraisal should be reviewed by an independent third-party appraiser. (KCC 26.12.010.H and 26.12.003.L)

SECTION 10. AWARD ADMINISTRATION

Award Agreements

The CFT program coordinator works with governmental agencies such as cities or park districts to create or amend Interlocal Cooperation Agreements in order to disburse funding to acquisition projects. The CFT program coordinator works with nonprofits on award agreements. These agreements and amendments are typically when an acquisition is successful but can be put in place before project completion.

Deed Restriction

CFT-funded property must be managed in accordance with the funding source requirements in perpetuity, and must remain under the ownership of an entity eligible to receive CFT funding (see *Section 4 – Eligibility to Apply for and Receive Funding*). All properties purchased in fee with CFT funding must have the following language recorded on the deeds (acquisitions by nonprofits may have additional deed language or recorded instruments required):

The property herein conveyed was purchased with King County Conservation Futures Tax Levy funds and is subject to open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, et seq., and King County Code 26.12.005, et seq.

If CFT funding is used to acquire only a portion of a site, the document should specify the restricted footprint through a written description and/or a map. If CFT funding is used to acquire a conservation easement or other less-than-fee interest, the recorded document should cite CFT funding in a manner similar to the deed restriction above. This deed restriction should also be applied to properties used as match.

Deeds will be reviewed when a reimbursement request is made. If the deed lacks the appropriate language, the award recipient can work with the CFT program coordinator to record a declaration of restrictive covenant.

Reimbursement

Refer to *Section 9 – Eligible Costs* above for a list of costs that are eligible for CFT funding once an award agreement is in place.

Often CFT funding is provided as reimbursement for completed acquisitions, based on an invoice and supporting documentation (e.g., closing statement, wire transfer, recorded deed, deed restriction documentation, invoices for appraisals, payroll reports). It may be possible for King County to make funding available during the acquisition process once an award agreement is in place (e.g. making CFT funding available to the title company for escrow at the time of purchase).

Retroactivity for Prior Costs

At times, an applicant may need to incur costs (e.g., order title and appraisal) or even purchase a parcel in advance of applying for or receiving a CFT award. Those expenditures may be able to be counted as match and/or receive CFT reimbursement if the project is awarded CFT funding. There is no requirement to file prior notice with the CFT program if making advance expenditures, but discussion with the CFT program coordinator is always recommended. If seeking to count previously incurred costs or property expenditures as match, the applicant should review CFT policies and match guidelines to ensure these costs can qualify. There is no guarantee that CFT funding will be awarded to a project which makes advance expenditures or land purchases.

Scope Changes

A CFT award recipient can contact the CFT program coordinator to discuss potential changes or clarifications to scope (e.g., acquisition failed on the target parcel so the project manager seeks to add a new parcel to the scope, or to shift focus to parcels previously identified as secondary priorities in the scope). Some scope changes may be made during the year. Scope changes can also be requested during the annual reporting process, with requested changes typically discussed at the Committee's "Project Progress Review and Supplemental Funding Request Meeting." Scope changes are documented in the Committee's "Annual Project Progress Report."

Opportunities for Additional Funding

At times a CFT project that has been awarded funding may need additional funding (e.g., if the project only received a partial funding request, or if costs are higher than anticipated). There are two opportunities to seek additional funding:

1. An award recipient may apply for additional funding during the standard application cycle.
2. An award recipient may request additional funding by contacting the CFT program coordinator. Requests will be heard once a year at the Committee's "Project Progress Review and Supplemental Funding Request Meeting," when the Committee may recommend redistribution of CFT funding that is excess from other projects. County Council approval is required to make redistributed CFT funding available.

Project Completion

CFT funding awards should typically be expended within two years of approval by the King County Council as indicated in Motion 15513. If CFT funding in a project remains unspent after two years, the award recipient will be asked to report to the Committee at the "Project Progress Review and Supplemental Funding Request Meeting." The project manager will need to demonstrate to the Committee a compelling reason for an extension of CFT funding award beyond the two-year limit, or unspent project funding may be reallocated to another project.

If a funded CFT project fails and the property cannot be acquired, the award recipient should report that outcome to the CFT program coordinator at the earliest opportunity so funding can be made available to other projects.

Property Transfer

CFT-funded property must be managed in accordance with the funding source requirements in perpetuity, under the ownership of an entity eligible to receive CFT funding. King County Code states that "Projects carried out in whole or part with conservation futures tax levy proceeds shall not be transferred or conveyed except to an agency or nonprofit organization by written agreement providing that the land or interest in land shall be continued to be used for the purposes of K.C.C. chapter 26.12 and in strict conformance with the uses authorized under RCW 84.34." (KCC 26.12.010.I)

Conversions/Change in Use

At times, the owner of a CFT-funded site may propose to sell or use the land for purposes that are inconsistent with CFT funding. This is considered a "conversion" of the CFT-funded property. The owner of the property must either provide equivalent⁸ lands or cash reimbursement, based on a valuation of the CFT-funded property in its changed status or use⁹,

⁸ "Equivalent" considers a number of factors including value, acreage, open space function, location, etc.

⁹ The phrase "in its changed status or use" means that the appraisal should calculate the current market value of the property as though Conservation Futures funding restrictions have been removed and it is developable.

and as approved by King County. The owner should contact the CFT program coordinator at the earliest opportunity to discuss the procedures for a conversion.

SECTION 11. CONTACT INFORMATION

Please visit the Conservation Futures website for current contact and program information:
www.kingcounty.gov/CFT.



WWRP Project Agreement

Outdoor Recreation Account

Project Sponsor North Bend, City of
Project Title Meadowbrook Farm

Project Number 96-196A
IAC Approval Date 5/14/1996

Purpose of Agreement

The purpose of this Project Agreement is to set out the terms and conditions under which a grant is being made from the Outdoor Recreation Account of the General Fund of the State of Washington by the Interagency Committee for Outdoor Recreation (IAC) to the Project Sponsor, for the project identified above.

Description of Project

The Project which is the subject of this Agreement is described on the Project Summary (Attachment A). Acquisition and/or development activities eligible for reimbursement are described on the Eligible Reimbursement Activities Report (Attachment B).

Terms of Agreement

The Project reimbursement period shall be effective upon November 15, 1996 and terminate on July 1, 1997. Unless otherwise provided for, no expenditure made prior to the effective date or after the termination date will be eligible for reimbursement unless incorporated by written amendment into this Agreement. The Sponsor's ongoing obligation for the above project shall be perpetual unless otherwise identified in this Agreement.

Project Funding

	Percentage	Dollar Amount
IAC - WWRP - LP	.11	500,000.00
Project Sponsor	.89	4,134,000.00
Total Project Cost	1.00	4,634,000.00

Additional Provisions or Modifications of the General Provisions (Special Conditions)

Attachment D is the legal description for the entire 450 acre purchase minus 5 tax lots (111.2 acres) retained by the cities for non-recreational agricultural purposes.

Compliance with Applicable Statutes, Rules, and IAC Policies

This Project Agreement shall be governed by, and the Project Sponsor shall comply with, all the applicable provisions of Chapter 43.98A RCW, chapter 286 WAC and published IAC policies and guidelines, which are incorporated herein by this reference as if fully set forth.

Entire Agreement

This Agreement, including the Project Summary (Attachment A), Eligible Reimbursement Activities Report (Attachment B), and the General Provisions (Attachment C), sets forth the entire agreement between the parties. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless in writing and signed by both parties.

Notices

All written communications which are to be given to the Project Sponsor under this Agreement will be addressed and delivered to:

Name: **Sara Bary**
 Title: **Project Manager**
 Address: **P.O. Box 896**
North Bend, WA 98045

All written communications which are to be given to the IAC under this Agreement will be addressed and delivered to:

Interagency Committee for Outdoor Recreation
 Natural Resources Building
 P.O. Box 40917
 Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

**State of Washington
 Interagency Committee for
 Outdoor Recreation**

BY: Laura E. Johnson
 Laura Eckert Johnson
 TITLE: Director
 DATE: November 12, 1996

Pre-approved as to form:
 By: /S/
 Assistant Attorney General

Project Sponsor

AGENCY: City of North Bend
 BY: Joan M. Simpson
 TITLE: Mayor
 DATE: 11/21/96

AGENCY: City of Snoqualmie
 BY: Jeanne P. Hansen
 TITLE: Mayor
 DATE: 11/20/96

97-121A/W Meadow Brook Farm Leagal Description
Attachment D

PARCEL 1:

THAT PORTION OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 4;

THENCE SOUTH 88°56'06" EAST ALONG THE NORTHERLY LINE OF THE PLAT OF MEADOW BROOK TRACTS 1.093.11 FEET TO THE EASTERLY LINE OF A COUNTY RIGHT-OF-WAY (MEADOWBROOK - NORTH BEND ROAD S.E.). AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4833817;

THENCE NORTH 30°24'10" WEST ALONG SAID RIGHT-OF-WAY 338.36 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 497.09 FEET THROUGH AN ARC OF 186.40 FEET TO A POINT OF TANGENCY ON SAID RIGHT-OF-WAY LINE;

THENCE NORTH 08°55'03" WEST 1.492.16 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 08°55'03" EAST ALONG SAID EASTERLY LINE 1.447.16 FEET TO THE NORTHERLY LINE OF THE CAMPBELL AND SMITH TRACT AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 7205030335;

THENCE ALONG SAID NORTHERLY LINE THROUGH THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 87°38'01" EAST 220.00 FEET;

THENCE SOUTH 78°48'13" EAST 437.69 FEET TO THE THREAD OF GARDNER CREEK;

THENCE NORtheasterly ALONG SAID THREAD TO THE SOUTHWESTERLY LINE OF MILWAUKEE RAILROAD RIGHT-OF-WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 693364;

THENCE NORTH 25°40'30" WEST ALONG SAID SOUTHWESTERLY LINE TO A POINT WHICH BEARS NORTH 86°10'30" EAST FROM THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 86°10'30" WEST 1.035.54 FEET TO THE TRUE POINT OF BEGINNING:

EXCEPT THE NORTH 862.00 FEET. MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF;

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

PARCEL 2:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 4;

THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4 TO THE EASTERLY LINE OF THE MILWAUKEE RAILROAD RIGHT-OF-WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 693364 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 25°40'30" WEST ALONG SAID RIGHT-OF-WAY TO THE SOUTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION;

THENCE EASTERLY ALONG THE SOUTH LINE OF GOVERNMENT LOT 3 AND 2 OF SAID SECTION TO THE WEST BANK OF THE SOUTH FORK OF THE SNOQUALMIE RIVER;

THENCE SOUTHERLY ALONG SAID WEST BANK TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4;

THENCE WEST ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING:

9312020903

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER A 60 FOOT STRIP OF LAND THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 2, OF THE PLAT OF MEADOWBROOK TRACTS;
THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4;
THENCE NORTH 89°00'12" EAST 58.98 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF OLD SUNSET HIGHWAY;
THENCE NORTH 32°07'08" WEST ALONG SAID MARGIN 848.27 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE;
THENCE NORTH 57°52'52" EAST 1,160.38 FEET TO A POINT OF TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 100 FEET;
THENCE NORtherly ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°48'33" AN ARC DISTANCE OF 123.59 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 100 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°32'13" AN ARC DISTANCE OF 131.84 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY MARGIN OF SAID CHICAGO-MILWAUKEE ST. PAUL AND PACIFIC RAILROAD AND THE TERMINUS OF SAID CENTERLINE;
EXCEPT THE SOUTHERLY PORTION OF SAID EASEMENT TRACT LYING WITHIN A TRACT OF LAND CONVEYED TO EDWARD R. TILTON AND CAROLYN K. TILTON, BY DEED RECORDED UNDER RECORDING NO. 8512031344;

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

PARCEL 1:

THOSE PORTIONS OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 8 EAST W.M., SECTIONS 4 AND 5, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., AND OF MEADOWBROOK TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 32;
 THENCE NORTH 89°45'19" EAST ALONG THE SECTION LINE 2,126.20 FEET TO THE
 EASTERLY LINE OF THE 100 FOOT NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY (PUGET
 SOUND RAILWAY HISTORICAL ASSOCIATION, INC.) AS CONVEYED BY DEED NO. 12138 AND
 CHANGED TO 100 FEET BY RECORDING NO. 796133 AND THE TRUE POINT OF BEGINNING;
 THENCE NORTH 25°30'30" WEST ALONG SAID RIGHT-OF-WAY 440.10 FEET TO THE MOST
 SOUTHERLY CORNER OF A TRACT OF LAND DEeded TO C. BEADON HALL BY DEED RECORDED
 UNDER RECORDING NO. 5013383;
 THENCE NORTH 44°51'00" EAST ALONG THE SOUTHEASTERLY LINE OF SAID DEeded TRACT
 538.23 FEET TO THE WESTERLY LINE OF A STATE HIGHWAY RIGHT-OF-WAY, THE NEW
 SUNSET HIGHWAY (S.E. SNOQUALMIE NORTH BEND RD.);
 THENCE SOUTH 44°09'00" EAST ALONG SAID WESTERLY LINE A DISTANCE OF 4,839.17
 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4;
 THENCE NORTH 88°36'06" WEST ALONG SAID SOUTHERLY LINE 195.13 FEET TO THE WEST
 1/4 CORNER OF SAID SECTION 4. SAID POINT ALSO BEING THE NORTHWEST CORNER OF
 LOT 1 IN BLOCK 4 OF MEADOWBROOK TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF
 PLATS, PAGE 29, RECORDS OF KING COUNTY;
 THENCE SOUTH 03°12'11" WEST 609.82 FEET TO THE NORtherly LINE OF A COUNTY
 RIGHT OF WAY (S.E. 160TH STREET), AS DEDICATED ON SAID PLAT AND THE SOUTHEAST
 CORNER OF LOT 5 IN BLOCK 4 OF SAID PLAT;
 THENCE NORTH 89°36'27" WEST ALONG SAID RIGHT-OF-WAY 682.00
 FEET; THENCE SOUTH 03°12'11" WEST 60.07 FEET;
 THENCE SOUTH 89°36'27" EAST 127.00 FEET;
 THENCE SOUTH 03°12'11" WEST 546.46 FEET TO AN INTERSECTION OF THE EAST LINE OF
 LOT 10 IN BLOCK 3 OF SAID PLAT WITH THE NORtherly LINE OF A STATE HIGHWAY
 RIGHT-OF-WAY;
 THENCE ALONG A RIGHT-OF-WAY CURVE TO THE LEFT WITH A RADIUS OF 5,830.00 FEET
 THROUGH AN ARC OF 437.67 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 59°05'50" WEST 946.61 FEET TO AN INTERSECTION WITH THE
 NORTHEASTERLY LINE OF SAID NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;
 THENCE ALONG A RIGHT-OF-WAY CURVE TO THE RIGHT WITH A RADIUS OF 2,814.93 FEET
 THROUGH AN ARC OF 498.14 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 25°30'30" WEST 147.80 FEET TO THE MOST SOUTHERLY CORNER OF A
 TRACT OF LAND DEeded TO A.J. MOFFAT AND FRANCES MOFFAT BY DEED RECORDED UNDER
 RECORDING NO. 2355514;
 THENCE NORTH 09°39'45" WEST ALONG THE BOUNDARY LINE OF SAID DEeded TRACT 53.55
 FEET;
 THENCE NORTH 17°50'45" EAST 97.23 FEET;
 THENCE NORTH 31°19' EAST 254.81 FEET;
 THENCE SOUTH 59°20' EAST 177.12 FEET;
 THENCE NORTH 77°37'30" EAST 184.00 FEET;
 THENCE NORTH 64°39'30" EAST 98.00 FEET;
 THENCE NORTH 75°52'30" EAST 102.00 FEET;
 THENCE NORTH 65°16'15" EAST 228.00 FEET;
 THENCE SOUTH 76°53'45" EAST 80.00 FEET;
 THENCE NORTH 22°06'15" EAST 75.00 FEET;

9401313166

THENCE NORTH 12°35' WEST 42.00 FEET;
 THENCE NORTH 24°57'15" EAST 70.00 FEET;
 THENCE NORTH 57°43' EAST 59.00 FEET;
 THENCE NORTH 29°58' EAST 122.00 FEET;
 THENCE NORTH 19°15' WEST 314.00 FEET;
 THENCE NORTH 72°10'18" WEST 321.69 FEET;
 THENCE SOUTH 60°29'30" WEST 256.00 FEET;
 THENCE SOUTH 84°33' WEST 197.57 FEET TO THE MOST EASTERLY CORNER OF A TRACT OF LAND DEEDED TO W.E. MENOLD AND CLELLA MENOLD BY DEED RECORDED UNDER RECORDING NO. 4320334;
 THENCE ALONG THE NORtherly LINES OF SAID MENOLD TRACT NORTH 45°16' WEST 607.60 FEET;
 THENCE SOUTH 64°29'30" WEST 492.68 FEET TO EASTERLY LINE OF SAID NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;
 THENCE NORTH 25°30'30" WEST ALONG SAID RIGHT-OF-WAY 252.44 FEET;
 THENCE NORTH 00°48'57" EAST 112.75 FEET;
 THENCE NORTH 25°30'30" WEST 1,153.29 FEET;
 THENCE SOUTH 89°45'19" WEST 55.29 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGINNING THE WEST 1/4 CORNER OF SAID SECTION 4;
 THENCE SOUTH 88°56'06" EAST ALONG SAID SOUTH LINE 195.13 FEET TO THE WESTERLY MARGIN OF NEW SUNSET HIGHWAY AND THE POINT OF BEGINNING;
 THENCE NORTH 44°09'00" WEST 251.17 FEET TO THE NORtherly LINE OF THOSE TRACTS DESCRIBED UNDER RECORDING NOS. 7311290246 AND 7810180500, SAID POINT ALSO BEING A POINT OF CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 45°51'00" WEST 25.00 FEET;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 37.29 FEET;
 THENCE SOUTH 45°51'00" WEST 183.00 FEET;
 THENCE SOUTH 44°09'00" EAST 204.64 FEET;
 THENCE NORTH 51°41'10" EAST 153.25 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SUBDIVISION;
 THENCE SOUTH 88°56'06" EAST ALONG SAID SOUTH LINE TO THE WESTERLY MARGIN OF NEW SUNSET HIGHWAY AND THE POINT OF BEGINNING;

AND EXCEPT THAT PORTION THEREOF FOR STATE HIGHWAY NO. 2, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 6085501;

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

PARCEL 2:

THOSE PORTIONS OF SECTIONS 32 AND 33, TOWNSHIP 24 NORTH, RANGE 8 EAST W.M., SECTIONS 4 AND 5, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., AND OF MEADOWBROOK TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 4;
 THENCE SOUTH 88°56'06" EAST ALONG THE NORtherly LINE OF SAID PLAT OF MEADOW BROOK TRACTS 311.83 FEET TO THE EASTERLY LINE OF A STATE HIGHWAY RIGHT-OF-WAY (S.E. SNOQUALMIE NORTH BEND ROAD), AS CONVEYED BY DEED RECORDED UNDER

RECORDING NO. 1857675;
 THENCE NORTH 44°09' WEST ALONG SAID RIGHT-OF-WAY 4,924.04 FEET TO THE SOUTHERLY LINE OF A TRACT CONVEYED TO KING-COUNTY SCHOOL DISTRICT NO. 410, BY DEED RECORDED UNDER RECORDING NO. 6453231 AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINES TO A POINT OF CURVE THROUGH THE FOLLOWING 14 COURSES AND DISTANCES: NORTH 44°03'59" EAST 301.19 FEET; THENCE NORTH 29°15'06" WEST 247.39 FEET; THENCE NORTH 08°41'49" EAST 327.43 FEET; THENCE NORTH 40°45'59" EAST 279.49 FEET; THENCE NORTH 79°05'14" EAST 185.03 FEET; THENCE NORTH 57°14'14" EAST 128.18 FEET; THENCE NORTH 64°12'29" EAST 209.99 FEET; THENCE NORTH 65°48'24" EAST 326.44 FEET; THENCE NORTH 55°47'49" EAST ALONG THE SOUTH LINE OF A TRACT DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 8507080559, A DISTANCE OF 1,205.50 FEET, MORE OR LESS, TO THE WEST MARGIN OF MEADOWBROOK - NORTH BEND ROAD S.E., AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4833817; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT ON SAID MARGIN, HAVING A RADIUS OF 635.91 FEET AN ARC DISTANCE OF 298.47 FEET TO A POINT OF TANGENCY IN SAID MARGIN; THENCE SOUTH 75°04'15" EAST 473.83 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 240.13 FEET THROUGH AN ARC OF 170.28 FEET TO A POINT OF TANGENCY; THENCE SOUTH 34°36'30" EAST 435.52 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 307.11 FEET THROUGH AN ARC OF 143.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 07°44'30" EAST 1,870.31 FEET; THENCE SOUTH 08°55'03" EAST 816.62 FEET TO THE NORTHEAST CORNER OF A TRACT CONVEYED TO THE CATHOLIC ARCHBISHOP BY DEED RECORDED UNDER RECORDING NO. 6278995 AND RECONVEYED BACK TO SNOQUALMIE VALLEY LAND CO. BY DEED RECORDED UNDER RECORDING NO. 8207010625; THENCE SOUTH 87°11'28" WEST ALONG SAID LINE AND ITS WESTERLY PROLIGATION 2035.22 FEET TO THE EASTERLY LINE OF SAID STATE HIGHWAY RIGHT OF WAY; THENCE NORTH 44°09'00" WEST 2370.98 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF FOR STATE HIGHWAY NO. 2 (S.E. SNOQUALMIE NORTH BEND ROAD), AS CONVEYED TO KING COUNTY BY DEEDS RECORDED UNDER RECORDING NOS. 6085500, 6087825 AND 6087826;

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

PARCEL 3:

THE NORTH 862.00 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF, OF THAT PORTION OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 4; THENCE SOUTH 88°58'06" EAST ALONG THE NORTHERLY LINE OF THE PLAT OF MEADOWBROOK TRACTS 1,093.11 FEET TO THE EASTERLY LINE OF A COUNTY RIGHT-OF-WAY (MEADOWBROOK - NORTH BEND ROAD S.E.), AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4833817; THENCE NORTH 30°24'10" WEST ALONG SAID RIGHT-OF-WAY 338.36 FEET TO A POINT OF

CURVE:

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 497.09 FEET THROUGH AN ARC OF 186.40 FEET TO A POINT OF TANGENCY ON SAID RIGHT-OF-WAY LINE;
THENCE NORTH 08°55'03" WEST 1,492.16 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 08°55'03" EAST ALONG SAID EASTERLY LINE 1,447.16 FEET TO THE NORTHERLY LINE OF THE CAMPBELL AND SMITH TRACT AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 7205030335;

THENCE ALONG SAID NORTHERLY LINE THROUGH THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 87°38'01" EAST 220.00 FEET;

THENCE SOUTH 78°48'13" EAST 437.69 FEET TO THE THREAD OF GARDNER CREEK;
THENCE NORTHEASTERLY ALONG SAID THREAD TO THE SOUTHWESTERLY LINE OF MILWAUKEE RAILROAD RIGHT-OF-WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 693364;

THENCE NORTH 25°40'30" WEST ALONG SAID SOUTHWESTERLY LINE TO A POINT WHICH BEARS NORTH 86°10'30" EAST FROM THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 86°10'30" WEST 1,035.54 FEET TO THE TRUE POINT OF BEGINNING;

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

Except for:

Tax Lot 107 (20 acres)
Tax Lot 108 (20 acres)
Tax Lot 109 (20 acres)
Tax Lot 110 (20 acres)
Tax Lot 51 (31.2 acres)

9401313166

THAT PORTION OF SECTION 4 AND 5, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M.
DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 4;
THENCE SOUTH 88°55'06" EAST ALONG THE NORTHERLY LINE OF MEADOWBROOK TRACTS AS
PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING COUNTY
311.83 FEET TO THE EASTERLY LINE OF A STATE HIGHWAY RIGHT OF WAY (S.E.
SNOQUALMIE-NORTH BEND ROAD), AS CONVEYED BY DEED RECORDED UNDER RECORDING NO.
1857675;

THENCE NORTH 44 DEGREES 09 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY
2,552.78 FEET TO A POINT WHICH BEARS SOUTH 87 DEGREES 11 MINUTES 28 SECONDS
WEST 784.42 FEET FROM THE NORTHWEST CORNER OF A TRACT CONVEYED TO THE CATHOLIC
ARCHBISHOP BY DEED RECORDED UNDER RECORDING NO. 6278995 AND RECONVEYED BACK TO
SNOQUALMIE VALLEY LAND CO. BY DEED RECORDED UNDER RECORDING NO. 8207010625.
SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE NORTH 87 DEGREES 11 MINUTES 28 SECONDS EAST ALONG THE NORTHERLY LINE OF
SAID TRACT AND ITS WESTERLY PROLONGATION 2,035.22 FEET TO THE WEST MARGIN OF
MEADOWBROOK-NORTH BEND ROAD S.E. AS CONVEYED BY DEED RECORDED UNDER RECORDING
NO. 4833817;

THENCE SOUTH 08 DEGREES 53 MINUTES 03 SECONDS EAST ALONG SAID MARGIN 1,483
FEET, MORE OR LESS, TO THE THREAD OF GARDNER CREEK;
THENCE WESTERLY ALONG THE THREAD OF GARDNER CREEK TO THE EASTERLY MARGIN OF
SAID STATE HIGHWAY RIGHT OF WAY;
THENCE NORTH 44 DEGREES 09 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY MARGIN
2,410 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

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

~~K:SHARED LEGALLY~~



WWRP - LP Project Summary

November 06, 1996

TITLE: Meadowbrook Farm	NUMBER: 96-196 A
APPLICANT: North Bend, City of	TYPE: Acquisition
COSTS: IAC \$500,000.00 .09 % Local \$4,134,000.00 .89 % Total \$4,634,000.00 1.00%	EVALUATION SCORE: EVALUATION RANKING:
	IAC MEETING DATE: 05/14/1996

DESCRIPTION:

Located on the roads that link downtown North Bend and Snoqualmie, the 450 acre Meadowbrook Farm provides an exceptional outdoor recreation opportunity. Expansive fields reach the Snoqualmie River, allowing public access to a 2,000 foot stretch of river. The size of the parcel provides the opportunity to create both passive and active recreation areas. Upland acres offer future soccer and other ball players valuable and much needed playing fields. Areas adjacent to wetlands and river banks offer future trail users valuable habitat viewing areas. When played out against the scenic backdrop of Mount Si and the Cascade foothills, recreation users here will find unique recreation niches for themselves and their families.

LOCATION:

Located between North Bend and Snoqualmie

COUNTY : King

LEG DISTRICT: 05

CONG DIST: 08

SCOPE (ELEMENTS):

Allowable land costs
Incidentals

PERMITS REQUIRED**SITE INFORMATION:**

Uplands	274 acres
Wetlands	54 acres

LAND COMMENTS:**USE RESTRICTIONS:**

(Blank)

CONTACT: Sara Bary
(206) 888-1211

LAST UPDATE: 11/6/96



WWRP - LP Project Summary

November 12, 1996

TITLE: Meadowbrook Farm	NUMBER: 96-196 A
APPLICANT: North Bend, City of	TYPE: Acquisition
COSTS: IAC \$500,000.00 .09 % Local \$4,134,000.00 .89 % Total \$4,634,000.00 1.00%	EVALUATION SCORE: EVALUATION RANKING:
	IAC MEETING DATE: 05/14/1996

DESCRIPTION:

Located on the roads that link downtown North Bend and Snoqualmie, the 450 acre Meadowbrook Farm provides an exceptional outdoor recreation opportunity. Expansive fields reach the Snoqualmie River, allowing public access to a 2,000 foot stretch of river. The size of the parcel provides the opportunity to create both passive and active recreation areas. Upland acres offer future soccer and other ball players valuable and much needed playing fields. Areas adjacent to wetlands and river banks offer future trail users valuable habitat viewing areas. When played out against the scenic backdrop of Mount Si and the Cascade foothills, recreation users here will find unique recreation niches for themselves and their families.

LOCATION:

Located between North Bend and Snoqualmie

COUNTY: King

LEG DISTRICT: 05

CONG DIST: 08

SCOPE (ELEMENTS):

Allowable land costs
Incidentals

PERMITS REQUIRED

SITE INFORMATION:

Uplands	274 acres
Wetlands	54 acres

LAND COMMENTS:

USE RESTRICTIONS:

(Blank)

CONTACT: Sara Bary
(206) 888-1211

LAST UPDATE: 11/ 6/96

Council Packet September 19, 2023
Milestone Report by Project



November 12, 1996

Project Number: 96-196 A
Project Name: Meadowbrook Farm
Sponsor: North Bend, City of
Project Manager: Phil

Milestone	Target Date	% Completed	Date Reported
Order Appraisal(s)	08/01/96		
Appraisals/Reviews Complete	11/01/96		
Purchase Agreement Signed	02/01/97		
Acquisition Complete	05/01/97		
Documents Recorded	06/01/97		
Final Billing to IAC	07/01/97		



Eligible Reimbursement Activities Report

Project Sponsor North Bend, City of
Project Title Meadowbrook Farm

Project Number 96-196A
IAC Approval Date 5/14/1996

Acquisition Project:

Items

- Applicable taxes
- Appraisal and review
- Closing costs
- Hazardous substances review
- Land
- Noxious weed control costs
- Recording fees
- Relocation costs
- Signing costs
- Title reports/insurance
- Undefined
- Undefined incidentals

INVOICE VOUCHER

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished and/or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam or disabled veterans status.

BY

(TITLE) (DATE)

Project Number	96-196 A	Invoice #	Billing Period			This is a Final Billing Yes [] No []		
Project Name	Meadowbrook Farm		From:	To:	Total Previous IAC Approved Amount			
CATEGORIES:	Project Agreement	Expenditures This Billing			Total Expenditures To Date			IAC Adjusted
		Expenditures	Donations	Total	Expenditures	Donations	Total	
ACQUISITION:								
Land & Existing Structure	\$4,634,000.00							
Incidental Costs								
DEVELOPMENT:								
Construction & Project								
Improvement Cost								
A&E Fees								
NOVA NON-CAPITAL:								
NOVA CAP EQUIP:								
OTHER:								
TOTAL	\$4,634,000.00							

For TAC Use ONLY

Donation Bank _____
This invoice approved for payment

Agreement			Expenditures This Billing		
Sponsor:	%	\$4,134,000.00	Sponsor:		
IAC Federal:			IAC Federal:		
IAC: WWRP - LP	%	\$500,000.00	IAC:		
IAC:	%		IAC:		
Agreement Total:	%		Invoice Total:		

Project Manager/Date ^ Release Final Pmt []

Accounting/Date



ATTACHMENT C

PROJECT AGREEMENT GENERAL PROVISIONS

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Section 1: **Headings, Definitions, and Description of Agreement**

(A) Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

(B) Definitions

Acquisition - The gaining of rights of public ownership by purchase, negotiation, or other means, of fee or less than fee interests in real property.

Agreement - Means a project agreement, supplemental agreement, intergovernmental agreement, or project contract between IAC and a sponsor.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from IAC.

Application - The forms, including project information forms, approved by the committee for use by applicants in soliciting project funds administered by the IAC.

Committee - The Interagency Committee for Outdoor Recreation created by RCW 43.99.110.

Development - The construction of facilities to enhance outdoor recreation or habitat conservation resources.

Director - The director of the Interagency Committee for Outdoor Recreation

IAC - The Interagency Committee for Outdoor Recreation - The agency, including the director and personnel, created by RCW 43.99.130.

Project - The undertaking that is the subject of this agreement and that is, or may be, funded in whole or in part with funds administered by IAC.

Resume - One of the project information forms approved by the committee for use by applicants in soliciting project funds administered by the IAC.

Sponsor - An applicant who has been awarded a grant of funds, and has an executed project agreement.

(C) Description of Agreement -- The purpose of this Agreement is to provide for the orderly completion of the proposal contained in the Sponsor's application for public funds administered by the IAC. To this end, the agreement which follows provides guidance to accomplish the following principal actions:

- (1) For the Sponsor to undertake and complete the Project in a timely manner, in accordance with the approved Project proposal and applicable laws;
- (2) For the IAC to provide reimbursement to the Sponsor for eligible Project costs. Sponsor reimbursement requests shall be made not more than more than once monthly and not less than yearly, in accordance with IAC format and policy;
- (3) For the Sponsor to provide acknowledgement of the IAC's funding contribution, through signage, written recognition in printed materials, and/or in dedication ceremonies;
- (4) To provide for the dedication of the area or facility to the described public use and purposes, [including a deed-of-right where applicable], and to permit regular inspection by IAC; and
- (5) To set-forth obligations and remedies.

Section 2: Performance by Project Sponsor

The Project Sponsor shall undertake the Project as described in this Agreement, on the Resume (Attachment A), in the Sponsor's application, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the IAC. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the Project is important. Failure to do so, as set out in this Agreement, is a material breach of the Agreement.

Section 3: Restriction on Assignment

The Sponsor shall not assign this Agreement, or the performance of any obligations to the IAC under this Agreement, or any claim against the IAC it may have under this Agreement, without the express written consent of the Director.

Section 4: Responsibility for Project

While the IAC undertakes to assist the Sponsor with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Sponsor. The IAC undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the design, development, construction, implementation, operation and maintenance of the Project, as those phases are applicable to this Project, is solely that of the Sponsor, as is responsibility for any claim or suit of any nature by any third party related in any way to the Project.

The Sponsor shall defend at its own cost any and all claims or suits at law or in equity which may be brought against the Sponsor in connection with the Project. The Sponsor shall not look to the IAC, or to any of the IAC's employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related in any way to the Project, including but not limited to, its design, development, construction, implementation, operation and/or maintenance.

Section 5: Sponsor Not Employee of the Agency

The Sponsor and the Sponsor's officers, employees and agents shall perform all obligations under this Agreement as an independent contractor and not in any manner as officers or employees or agents of the IAC. Herein all references to the Sponsor shall include its officers, employees and agents. The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind.

Section 6: Compliance with Applicable Law

The Sponsor will comply with, and IAC is not responsible for determining compliance with, all applicable federal, state, and local laws, regulations, and policies, including, but not limited to: State Environmental Policy Act (under which the Sponsor shall serve as lead agency); Americans with Disabilities Act; Architectural Barriers Act (restoration and improvement projects only); Uniform Relocation Assistance and Real Property Acquisition Policies Act (PL91-646, RCW 8.26.010); Uniform Standards of Professional Appraisal Practices; permits (shoreline, HPA, demolition); land use regulations (comprehensive areas ordinances, GMA); and federal and state safety and health regulations (OSHA/WISHA).

The Sponsor further agrees to indemnify and hold harmless the IAC and its employees and agents from all liability, damages and costs of any nature, including but not limited to costs of suits and attorneys' fees assessed against the IAC, as a result of the failure of the Sponsor to so comply.

Section 7:

Conflict of Interest Prohibited

The Sponsor shall not participate in the performance of any duty in whole or in part pursuant to this Agreement to the extent participation is prohibited by Chapter 42.18 RCW, the Executive Conflict of Interest Act, or any other federal, state or local similar conflict act which may apply to the Sponsor. The IAC may, by written notice to the Sponsor, terminate this Agreement if it is found after due notice and examination by the IAC or the Director that there is a violation of the Executive Conflict of Interest Act, Chapter 42.18 RCW; Code of Ethics for Public Officers and Employees, chapter 42.22 RCW; or any similar statute or ordinance involving the Sponsor in the procurement of, or performance under, this Agreement.

The existence of facts upon which the IAC or the Director makes any determination under this section may be an issue under, and may be reviewed as is provided in, the disputes section of this Agreement, upon agreement of the parties.

Section 8:

Requirements of the National Park Service

If the Project has been approved by the National Park Service, United States Department of the Interior, for assistance from the Federal Land and Water Conservation Fund, the Project Agreement General Provisions as contained in Section 660.3 Attachment B of the Land and Water Conservation Grant Manual as now existing or hereafter amended are made part of this Agreement, and the Sponsor shall also abide by these Agreement General Provisions. Further, the Sponsor agrees to provide the IAC with reports or documents needed by the IAC to meet the requirements of the Agreement or Section 660.3 Attachment B of the Land and Water Conservation Grant Manual.

Section 9:

Acknowledgements and Signs

- (A) The Sponsor shall include language which acknowledges the funding contribution of the IAC to this Project in any release or other publication developed or modified for, or referring to, the Project.
- (B) The Sponsor also shall post signs or other appropriate media at Project entrances and other locations on the Project which acknowledge the IAC's funding contribution as provided by IAC policy, unless waived by the Director.
- (C) The Sponsor shall notify the IAC no later than two weeks prior to a dedication ceremony for this Project. The Sponsor shall verbally acknowledge IAC's funding contribution at all dedication ceremonies.

Section 10:

Project Funding

- (A) The IAC shall not be obligated to pay any amount beyond the IAC's dollar amount or the Project percentage as identified in this Agreement (whichever amount is less), unless that additional amount has been approved in advance by the IAC, or by the Director, and incorporated by written amendment into this Agreement.
- (B) No expenditure made, or obligation incurred, by the Sponsor prior to the effective date of this Agreement shall be eligible for grant funds, in whole or in part, unless specifically approved by the IAC or the Director. The dollar amounts identified in this Agreement shall be reduced as necessary to exclude any such expenditure from participation.
- (C) No expenditure made, or obligation incurred, following the termination date shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the IAC may have under this Agreement, the amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

Section 11: Project Reimbursements

- (A) Disbursement of grant monies by the IAC to the Sponsor under this Agreement shall be made in accordance with applicable statutes, rules and IAC policies, all conditioned upon proof of compliance with the terms of this Agreement by the Sponsor. The IAC reserves the right to withhold disbursement of the final ten percent (10%) of the total amount of the grant to the Sponsor until the Project has been completed and approved by the Director. A Project is considered "complete" when (1) all approved or required activities (acquisition, development, maintenance, education and enforcement, etc.) are complete, (2) on-site signs are in place (if applicable), (3) a final Project report is submitted to IAC with the Sponsor's final request for reimbursement, (4) the completed Project has been approved by the IAC, and (5) fiscal transactions are complete,
- (B) The obligation of the IAC to pay any amount(s) under this Agreement is expressly conditioned upon strict compliance with the terms of this Agreement by the Sponsor.
- (C) Sponsor must submit at least one invoice voucher a year but should not submit more than one voucher per month. A year end voucher should account for all activity up to and including June 30, the last day of the State's fiscal year. Sponsors should submit the year-end billing to the IAC not later than July 15th of each year. Final reimbursement requests should be submitted to the IAC within ninety (90) days of either completion of the Project or the termination date, whichever comes first.
- (D) Reimbursement for real property acquisition, either fee or less than fee interests, is based on the land values established per IAC guidelines. IAC will not reimburse for partial acquisition costs or any interest payments associated with the acquisition of real property purchased on installment.

Section 12: Non-availability of Funds

If amounts sufficient to fund the grant made under this Agreement are not appropriated by the Washington State Legislature, or if such funds are not allocated by the Washington State Office of Financial Management (OFM) to the IAC for expenditure for this Agreement in any biennial fiscal period, the IAC shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or OFM occurs. If the IAC participation is suspended under this section for a continuous period of one year, the IAC's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

Section 13: Records and Reports

The Sponsor agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Sponsor's contracts, contract administration, and payments, including all direct and indirect charges, and expenditures in the development and implementation of the Project.

The Sponsor shall retain all records related to this Agreement and the Project funded hereunder for a period of at least seven (7) years following completion of payment of the grant under this Agreement.

The Sponsor's records related to this Agreement and the Project receiving grant funds hereunder may be inspected by the IAC or its designee, or by designees of the State Auditor's Office or by federal officials authorized by law, for the purposes of determining compliance by the Sponsor with the terms of this Agreement, and to determine the appropriate level of funding to be paid under the subject grant. On reasonable notice, the records shall be made available by the Sponsor together with suitable space for such inspection at any and all times during the Sponsor's normal working day.

The Sponsor shall promptly submit any reports required. The Sponsor shall submit a final report when the Project is completed, prematurely terminated, or financial assistance is terminated. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the Project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed Project. The report shall account for all expenditures not previously reported and shall include a summary for the entire Project.

Section 14: Authority to Inspect/Right of Entry

The IAC or its designees reserves the right to enter and inspect any lands acquired and/or facilities developed under the terms of this Agreement. On reasonable notice, the lands and facilities within the terms of this Agreement shall be made available for entry and inspection at any time during the Sponsor's normal working day.

Section 15: Provisions Applying to Acquisition Projects

The following provisions shall be in force only if the Project described in this Agreement is for the acquisition of outdoor recreation or habitat conservation land or facilities:

- (A) When Federal Land and Water Conservation Funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and the applicable regulations and procedures of the Department of the Interior implementing that Act.
- (B) When state funds are included in this Project, the Sponsor, if required by law, agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington (Chapter 240, Laws of 1971, 1st Ex. Sess., RCW 8.26.010), and Chapter 468-100 WAC.
- (C) In the event that housing and relocation costs, as required by federal law set out in subsection (A) above and state law set out in subsection (B) above, are involved in the execution of this Project, the Sponsor agrees to provide any housing and relocation assistance that may be necessary, with the understanding that eligible relocation costs may be part of the total Project cost.
- (D) Evidence of Land Value Prior to disbursement of funds by the IAC as provided under this Agreement, the Sponsor agrees to supply evidence to the IAC that the land acquisition cost has been established as per IAC procedural guidelines, which are incorporated by this reference.
- (E) Evidence of Title The Sponsor agrees to show the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance by the IAC.
- (F) Deed of Right to Use Land for Public Purposes The Sponsor agrees to execute an instrument or instruments which contain (1) a legal description of the property acquired under this Agreement, (2) a conveyance to the State of Washington of the right to use the described real property forever for outdoor recreation or habitat conservation purposes, and (3) a promise to comply with applicable statutes, rules, and IAC policies with respect to conversion of use.

Section 16: Provisions Applying to Development Projects

The following provisions shall be in force only if the Project described in this Agreement is for development of outdoor recreation or habitat conservation land or facilities:

- (A) Construction Document Review and Approval The Sponsor agrees to submit one copy of all construction plans and specifications to the IAC for review. Review and approval by the IAC will be for compliance with the terms of this Agreement.
- (B) Contracts for Construction Contracts for construction shall be awarded through a process of competitive bidding if required by state law. Copies of all bids and contracts awarded shall be retained by the Sponsor and available for IAC review. Where bids are substantially in excess of Project estimates, the IAC may, by notice in writing, suspend the Project for determination of appropriate action, which may include termination of the Agreement.
- (C) Construction Contract Change Order Sponsors must get prior written approval for all change orders that reduce or significantly change the scope of the Project, as finally approved by the IAC.

(D) **Nondiscrimination Clause** Except where a nondiscrimination clause required by the United States Department of the Interior is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this Project:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, marital status, or presence of physical, sensory or mental disabilities. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, color, age, sex, national origin, marital status, or presence of physical, sensory or mental disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to put in a conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, sex, national origin, marital status, or presence of physical, sensory, or mental disabilities.
- (3) The contractor will send to each labor union or representative or workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will include the provisions of the foregoing paragraphs in every subcontract exceeding \$10,000, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the IAC or the Director may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section 17: Hazardous Substances

- (A) The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances and certify that no hazardous substances were found on the site.
- (B) Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in Chapter 70.105D RCW.

(C) "Hazardous substance" means "hazardous substance" as defined in RCW 70.105D.020(5).

"Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant, as defined in or regulated now or in the future by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. -- 9601 *et seq.*, the Resource Conservation Recovery Act ("RCR"), 42 U.S.C. -- 6901 *et seq.*, the Safe Drinking Water Act, 42 U.S.C. -- 300(f) *et seq.*, the Toxic Substances Control Act, 15 U.S.C. -- 2601 *et seq.*, the Washington State Model Toxics Control Act, RCW Ch. 70.105, any so-called "superfund" or "superlien" law, and any other federal, state, or local law, regulation, ordinance, or order or common law decision, including without limitation, asbestos, polychlorinated biphenyls (PCB's), petroleum and petroleum-based derivatives, and urea formaldehyde.

(D) The Sponsor will defend, protect and hold harmless IAC and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property being acquired.

Section 18: Restriction on Conversion of Facility to Other Uses

The Sponsor shall not at any time convert any real property acquired or any facility developed pursuant to this Agreement to uses other than those purposes for which assistance was originally approved, without the approval of the IAC, in compliance with applicable statutes, rules, and IAC policies as identified in this Agreement. It is the intent of the IAC conversion policy that all lands acquired and all lands developed with funding assistance from the IAC remain in the public domain in perpetuity unless otherwise identified in the Agreement.

By IAC policy and federal law a conversion may occur when any of the following situations happen:

- (A) Property interests are conveyed for non-public outdoor recreation or habitat conservation uses;
- (B) Non-outdoor recreation or habitat conservation uses (public or private) are made of the Project area, or portion thereof;
- (C) Non-eligible indoor recreation facilities are developed within the Project area without prior approval of the IAC; or
- (D)
 - (1) Outdoor Recreation Projects - Public use of the property acquired or developed with IAC assistance is terminated.
 - (2) Habitat Conservation Projects - The property acquired no longer meets or conforms to the intent of the category in which it was funded.
- (E) A major change in scope, per the Agreement, without prior approval of the IAC. When approved by the Committee or the Director, certain elements can be deleted from the terms of the executed Agreement without triggering a conversion or requiring replacement by the Sponsor of similar facilities. The deletions may happen when it is determined that the elements are not needed or are unable to be retained for public use due to one or more of the following conditions:
 - Obsolescence
 - Extraordinary Vandalism
 - Acts of Nature
 - They have reached the limits of their expected life span

Section 19: Use and Maintenance of Assisted Projects

The Sponsor shall operate and maintain, or cause to be operated and maintained, any property or facilities which are the subject matter of this Agreement as follows:

- (A) The property or facilities shall be maintained so as to appear attractive and inviting to the public.
- (B) All facilities shall be built and maintained in accordance with applicable federal, state, and local public health standards and building codes.
- (C) The property or facilities shall be kept reasonably safe for public use.
- (D) All IAC assisted improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage or prevent public use.
- (E) The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
- (F) The property or facility shall be open to everyone without restriction because of race, creed, color, age, sex, national origin, marital status, presence of physical, sensory or mental disabilities, or residence of the user.
- (G) The Sponsor agrees to operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

Section 20: User Fees and Charges

User, or other types of fees may be charged at the Project site or in connection with the Project described by this Agreement, provided that the fees and charges are commensurate with the prevailing range of public fees and charges within the State for the particular activity involved.

Reasonable differences in admission and other fees may be maintained on the basis of residence. Fees charged to nonresidents may not exceed twice that charged to residents. Where there is no charge for residents but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable federal, state or local public facilities.

Unless precluded by state law, all revenues from fees and charges which exceed the costs for operation and maintenance of the area from which they were collected must be deposited in a capital reserve fund identifiable within the Sponsor's official annual budget(s), for future acquisition, development, redevelopment or renovation of facilities or property at the assisted Project site. Such funds may not be used for operation and maintenance of other facilities.

Section 21: Provisions Related to Nonprofit Project Sponsors

The Sponsor agrees to maintain the nonprofit or not-for-profit organization status, including registering with the Washington Secretary of State and the United States Internal Revenue Service throughout the Sponsor's obligation to the Project as identified in this Agreement.

Should the Sponsor fail to operate the assisted facility due to insolvency, government order, lack of operating and maintenance funds, or any other reason, the Project will be considered converted and subject to all remedies available to the IAC.

Section 22:

Liability Insurance Requirements for Firearm Range Project Sponsors

The Sponsor shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.

- (A) The liability insurance policy, including any endorsement or addition, shall name Washington State and the IAC and its members as additional insureds and shall be in a form approved by the Committee or its Director.
- (B) The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the Project as identified in this Agreement.
- (C) The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to the IAC not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- (D) The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the IAC.
- (E) By this requirement, the IAC does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based upon such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

Section 23:

No Waiver by IAC/Remedies

Waiver by the IAC of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach and should not be construed to be a modification of the terms of the Agreement unless stated to be such in writing by the Director, or his or her designee. The IAC does not waive any of its rights or remedies under this Agreement should it: (a) fail to insist on strict performance of any of the terms of this Agreement, or (b) fail to exercise any right based upon a breach of this Agreement.

Section 24:

Application Representations -- Misrepresentation or Inaccuracy a Breach

The IAC relies upon the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

Section 25: **Indemnity**

The Sponsor, its successors or assigns, will protect, save, and hold harmless the IAC, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omission of the Sponsor, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities of the Project. The Sponsor further agrees to defend the IAC, its agents or employees in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced arising out of or in connection with acts or activities of the Project. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the IAC or its authorized agents or employees; Provided that if the claims or damages are caused by or result from the concurrent negligence of (a) the IAC, its agents or employees and (b) the Sponsor, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sponsor or its agents or employees.

Section 26: **Termination and Other Remedies.**

The IAC may require strict compliance by the Sponsor with the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and IAC policies which are incorporated into this Agreement, and with the representations of the Sponsor in its application for a grant as finally approved by the IAC.

The IAC, or the Director, may suspend, or may terminate, the IAC's obligation to provide funding to the Sponsor under this Agreement:

- (A) In the event of any breach by the Sponsor of any of the Sponsor's obligations under this Agreement; or
- (B) If the Sponsor fails to make progress satisfactory to the IAC or the Director toward completion of the Project by the completion date set out in this Agreement; or
- (C) If, in the opinion of the IAC or the Director, the Sponsor fails to make progress necessary to complete any other project assisted with grant funds from the IAC within the completion date set out by agreement with the IAC for that project.

In the event this Agreement is terminated by the IAC, or the Director, under this section or any other section after any portion of the grant amount has been paid to the Sponsor under this Agreement, the IAC may require that any amount paid be repaid to the IAC for redeposit into the State Account from which the funds were derived.

The Sponsor understands and agrees that the IAC may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the Project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the IAC. No remedy available to the IAC shall be deemed exclusive. The IAC may elect to exercise any, any combination, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

Section 27: **Disputes**

When a bona fide dispute arises between the IAC or its Director and the Sponsor which cannot be resolved between those parties, the parties may agree that the disputes process set out in this section shall be used prior to any action being brought in court. Either party may request a disputes hearing hereunder. The request for a disputes hearing must be in writing and clearly state: (a) the disputed issues; (b) the relative positions of the parties regarding those issues as then understood by the requesting party; (c) the Sponsor's name, address, Project title, and the IAC's Project number. In order for this section to apply to the resolution of any specific dispute or disputes the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues.

The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the Director and a third person chosen by the two persons initially appointed. If a third person cannot be agreed upon, the third person shall be chosen by the chairperson of the IAC.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

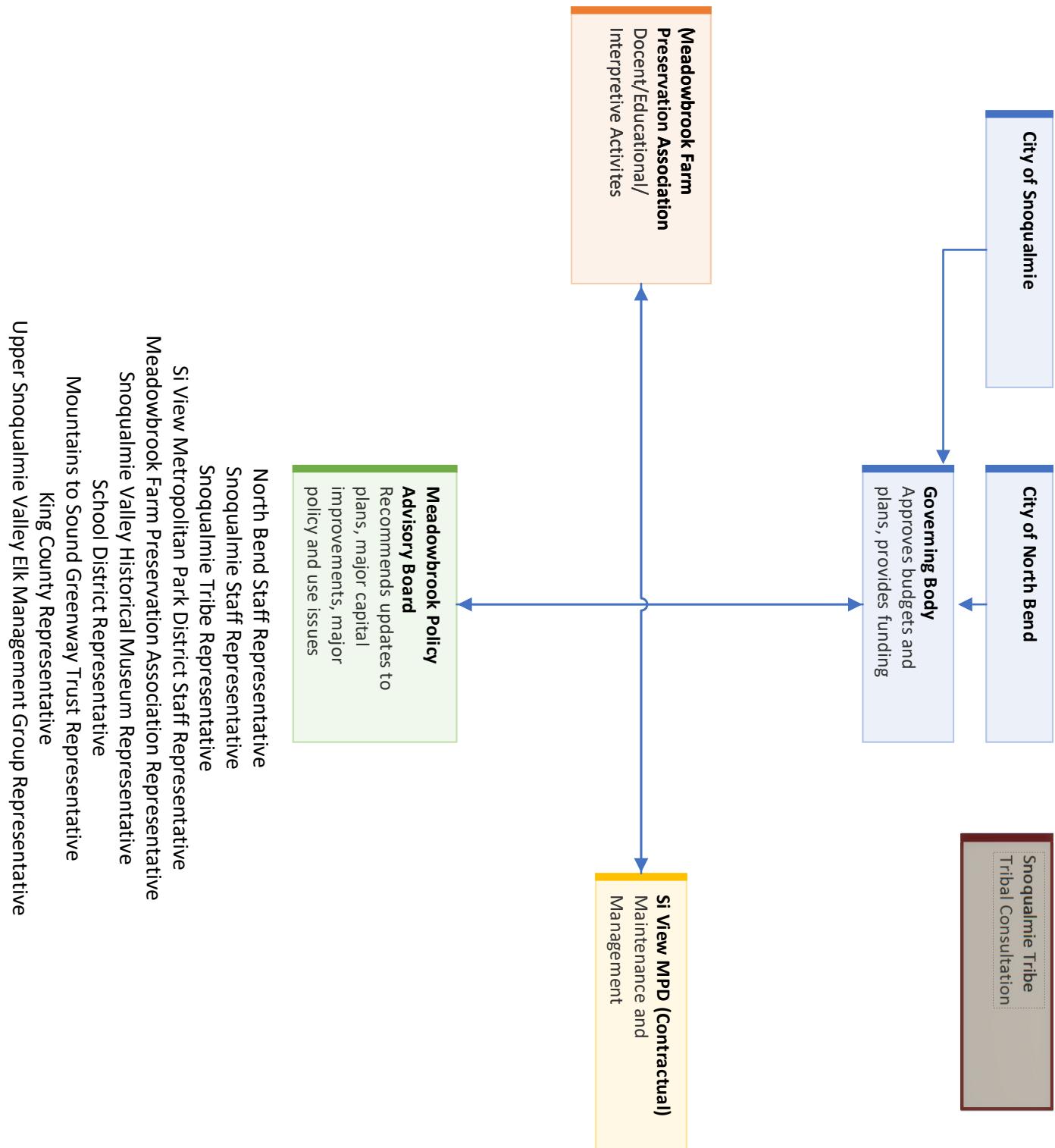
Section 28: Governing Law/Venue

This Agreement shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in the Superior Court in and for Thurston County.

Section 29: Severability

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end the provisions of this Agreement are declared to be severable.

-- END --





City Council Agenda Bill

SUBJECT:	Agenda Date: September 19, 2023	AB23-111
A Motion Authorizing the Mayor to Accept a King County Parks Capital and Open Space Grant (Contract # 6328763) for the Meadowbrook Farm Prairie Loop Trail Project	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – Rebecca Deming	X
	Finance – Drew Bauta	
	Public Works – Mark Rigos, P.E.	
	Mike McCarty – CED Principal Planner	X
Cost Impact: \$115,000		
Fund Source: North Bend's 2020 share of King County Parks Levy Proceeds		
Timeline: Immediate		
Attachments: Grant Contract		
SUMMARY STATEMENT:		
The City of North Bend applied for and was awarded a \$500,000 King County Parks Capital and Open Space Grant for the design and construction of the Prairie Loop Trail at Meadowbrook Farm (“Project”).		
The Project is consistent with the Meadowbrook Farm Master Plan and will link with other existing trails to complete a loop around Meadowbrook Farm with connections to nearby Snoqualmie Middle School and Centennial Fields Park.		
The Project is a joint effort by the cities of North Bend and Snoqualmie, as well as the Si View Metropolitan Park District (“the District”), and the Meadowbrook Farm Preservation Association (“MFPA”). Under authority of the Governance Interlocal Agreement between North Bend and Snoqualmie concerning Meadowbrook Farm and the Operation and Maintenance Agreement between North Bend, Snoqualmie, and the District, the District will manage the Project with funds from the grant proceeds and the additional financial contributions from the cities of North Bend and Snoqualmie, with a separate contribution from the MFPA.		
The City of North Bend's financial contribution to the Project is \$115,000 from the City's 2020 share of the King County Parks Levy proceeds. The City of Snoqualmie will also contribute \$200,000 toward the Project, and the MFPA will contribute \$25,000 toward the Project.		
The City of North Bend will serve as the grant manager, and will transfer grant funds to the District, as the project manager, as reimbursement for work performed and documented on invoices received from the District.		
Staff recommend approval of the Motion.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services, commitment to invest in the City and foster community engagement and pride, and variety of recreation opportunities.		
COMMITTEE REVIEW AND RECOMMENDATION: The CED Committee reviewed this item at their August 15 th meeting and recommended placing the item on the Main Agenda for discussion. Additional discussion is scheduled for the CED Committee meeting on September 19 th prior to the City Council meeting.		

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB23-111, authorizing the Mayor to accept a King County Parks Capital and Open Space Grant (Contract # 6328763) for the Meadowbrook Farm Prairie Loop Trail Project, authorizing expenditure of \$115,000 of City funds, transferring City and grant funds to the Si View Metropolitan Park District to design and construct the Project, and authorizing the Mayor to execute all necessary documents.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 19, 2023		



**PARKS CAPITAL AND OPEN SPACE PROGRAM
CAPITAL PROJECT GRANT AGREEMENT**

Department/Division: Natural Resources and Parks / Parks and Recreation

Grant Recipient: City of North Bend

Project: Meadowbrook Prairie Loop Trail

Award Amount: \$500,000.00 Project#: 1144509 Contract#: 6328763

Term Period: _____ To November 30, 2025

THIS AGREEMENT is a grant agreement entered into between City of North Bend (the “Grant Recipient”) and King County (the “County”) (collectively the “Parties”) for an active recreation, passive recreation, local trail, or other capital project in a park or recreational facility using a Parks Capital and Open Space Program grant.

RECITALS

- A. Ordinance 18890, which took effect May 13, 2019, called for a special election to authorize the King County parks, recreation trails and open space levy. On August 6, 2019, King County voters approved the levy, which included funding for capital projects for active and passive recreation, local trails, or capital projects in parks and recreation facilities in order to construct new and improve existing recreation facilities to address the pressures of rapid growth in King County.
- B. Motion 15378, Section A.1., and Attachment A to that motion, further delineated the use of levy funds for the Parks Capital and Open Space Grants Program and the guidelines governing that use.
- C. Ordinance 19166, Attachment A, established the grant award criteria and the process for the distribution of Parks Capital and Open Space Grants as well as the proposed composition of an advisory committee to review and make recommendations on the grant awards.
- D. King County, a home rule charter county and political subdivision of the State of Washington, is King County is authorized to administer the Parks Capital and Open Space Grant Program and enter into agreements for the use of the grant funds with King County towns, cities, or metropolitan parks districts for capital projects for active and passive recreation, local trails, or capital projects in parks and recreation facilities.

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City of North Bend – Meadowbrook Prairie Loop Trail – 6328763

- E. Grant Recipient is a City.
- F. The Parks Capital and Open Space Grant Program Advisory Committee has recommended an allocation of levy grant funds to specific projects, pursuant to Ordinance 19433.
- G. King County has selected Grant Recipient to receive a Parks Capital and Open Space Grant award in the amount of \$500,000.00 (“Grant Award Funds”) in order to construct, improve, or repair the Project described below and in the attached exhibits.

NOW THEREFORE, in consideration of the promises, covenants, and other provisions set forth in this Agreement, the Parties agree as follows:

GRANT AWARD TERMS AND CONDITIONS

1. **DEFINITIONS**

1.1 **Project.**

The term “Project” means the design, development and construction of the Facility described in **Exhibit A**. Grant Award Funds available pursuant to this Agreement may only be used for the Project. To complete the Project, Grant Recipient shall use the Grant Award Funds to design, develop, and construct the Facility, as set forth in **Exhibit B**, consistent with the requirements set forth in this Agreement and in the following attached exhibits, which are incorporated herein by reference:

<input checked="" type="checkbox"/>	Map of Facility and Location	Attached hereto as Exhibit A
<input checked="" type="checkbox"/>	Scope of Work	Attached hereto as Exhibit B
<input checked="" type="checkbox"/>	Project Budget	Attached hereto as Exhibit C
<input checked="" type="checkbox"/>	Insurance Requirements	Attached hereto as Exhibit D
<input checked="" type="checkbox"/>	Restrictive Covenant Agreement	Attached hereto as Exhibit E

1.2 **Map of Facility and Location.** This Agreement applies to the Project to improve the park and recreational facility (“Facility”) which is located at:

1711 Boalch Avenue NW, North Bend, WA. 98045

See **Exhibit A** for a depiction of the Facility and a map of specific Facility location and boundaries.

1.3 **Scope of Work.** Grant Recipient shall provide a scope of work (“Scope of Work”), attached hereto as **Exhibit B**, which describes the Project in detail and includes a description of the various design, development, permitting, and construction milestones required for completion of the Project and intended use of the Grant

Award Funds. Grant Recipient shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work, attached hereto as **Exhibit B**.

- 1.4 **Project Budget**. Grant Recipient shall work with King County to develop a Project Budget, attached hereto as **Exhibit C**. King County shall provide the Grant Award Funds to the Grant Recipient to pay for costs and expenditures related to the Project, as set forth in **Exhibits B and C**. Grant Award Funds provided to Grant Recipient may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits B and C**.
- 1.5 **Contractor**. Contractor shall include any contractor or consultant hired by Grant Recipient, including any of the contractor's or consultant's subcontractors or subconsultants.

2. EFFECTIVE DATE

The Agreement shall be effective upon signature by both Parties ("Effective Date").

3. TERM

The term ("Term") of this Agreement shall begin on the Effective Date and end on November 30, 2025. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. This Agreement may be amended only by an instrument, in writing, duly executed by the Parties. Either party may request changes to this Agreement, however, changes that deviate substantially from the proposal submitted to and approved by the Advisory Committee and the King County Council will need to be approved by those entities.

5. NOTICES

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail.

KING COUNTY	City of North Bend
Rusty Milholland	Michael McCarty
Program Manager, Community Investments	Senior Planner
King County Parks	City of North Bend
201 S Jackson Street Suite #5702	920 SE Cedar Falls Way
Seattle, WA 98104	North Bend, WA. 98045
206-848-0299	425-888-7649
butch.lovelace@kingcounty.gov	mmccarty@northbendwa.gov

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party to designate any other address in substitution of the foregoing address to which

such notice or communication shall be given.

6. DISBURSEMENT OF GRANT FUNDS

- 6.1 The County may authorize, at County's sole discretion, release of a portion of the Grant Award Funds to Grant Recipient, upon execution of this Agreement, and receipt of Grant Recipient's County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits B and C**).
- 6.2 The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant Recipient not more than thirty (30) days after a complete and accurate invoice and any other required documentation is received and approved.
- 6.3 Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), within thirty (30) days of the date this Agreement expires or is terminated. If the Grant Recipient's final invoice, supporting documentation and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to Grant Recipient of the amounts set forth in said invoice or any subsequent invoice.

7. GRANT REPORTING

All Grant Award Funds received pursuant to this Agreement and accrued interest therefrom will be accounted for separately from all other Grant Recipient accounts and moneys. Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Grant Recipient shall provide reports to the King County Project Manager on a schedule determined by the County.

8. COMPLETION OF THE PROJECT

Grant Recipient shall complete the Project described in Section 1.1 and **Exhibits A, B and C** of this Agreement. If Grant Recipient cannot complete the Project, as specified by the Scope of Work and deliverables set forth in **Exhibit B**, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects in other jurisdictions.

Pursuant to Section 19, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as approved by the Advisory Committee and King County Council.

9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

Grant Recipient shall recognize County as a "grant sponsor" for the Project in the following manner:

- 9.1 Events: Grant Recipient shall invite and recognize "King County Parks" at all events promoting the Project, and at the final Project dedication.
- 9.2 Community Relations: Grant Recipient shall recognize "King County Parks" as a

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“grant sponsor” in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

- 9.3 **King County Parks Notification:** Grant Recipient shall notify the King County Parks Project Manager 30 days prior to any major milestone, such as a groundbreaking or opening dates.
- 9.4 **King County Council Notification:** If Grant Recipient is a city or town notification to the King County Council 30 days prior to any major milestone, such as a groundbreaking or opening dates is, required.
- 9.5 **Signage:** Grant Recipient shall recognize “King County Parks” on any signage as a funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and communications.

10. DISPOSITION OF REMAINING GRANT AWARD FUNDS

If Grant Recipient does not expend all proceeds obligated to be provided through this Agreement, such proceeds, if held by Grant Recipient, shall be refunded to the County. For purposes of this section, “proceeds” shall include all Grant Award Funds obligated to be provided by the County plus interest accrued by Grant Recipient on the grant funds. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

11. PUBLIC ACCESS

The Grant Award is provided to Grant Recipient for the Project for the purpose of land protection and recreation for the citizens of King County. Therefore, Grant Recipient and any successor in interest agree to maintain the Facility for public use as required by Ordinances 18890 and 19166, and the Parks Capital and Open Space Grant program requirements specified in Moton 15378. The Facility shall be open and accessible to the public at reasonable hours and times. Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is thirty (30) years. If the Facility is retired or otherwise removed from use before the end of the thirty-year period, then the Grant Recipient shall reimburse the Grant Award Funds to King County as set forth in this Section 10 and the executed and recorded Restrictive Covenant Agreement, attached hereto as **Exhibit E**. **Grant Recipient’s duties under this Section 11 will survive the expiration or earlier termination of this Agreement.**

12. RESTRICTIVE COVENANTS

Upon completion of construction of the Facility, Grant Recipient shall record the executed Restrictive Covenant Agreement, attached hereto as **Exhibit E**.

13. CONSTRUCTION OF THE FACILITY

13.1 Capital Improvements.

Grant Recipient shall design, develop, and construct mutually agreed upon Facility, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements in coordination with King County Parks staff. All contracted work by Grant Recipient, its agents, representatives, or subcontractors, shall be bonded and properly insured to ensure the complete and safe design and construction of all facilities, features, and amenities. As between Grant Recipient and King County, Grant Recipient will be solely responsible to comply with all applicable authorities and to obtain all necessary permits, approvals, and endorsements for the Project.

13.2 Warranties.

With respect to all warranties, express or implied, for work performed or materials supplied in connection with the Project, Grant Recipient shall:

- Obtain all warranties, express or implied, that would be given in normal commercial practice from suppliers, manufacturers, contractors or installers;
- Require all warranties be executed, in writing;
- Be responsible to enforce any warranty of a contractor, subcontractor, manufacturer, or supplier.

If, within an applicable warranty period, any part of the Facility or work performed to construct the Facility is found not to conform to specifications, permit requirements, or industry standard, Grant Recipient shall correct it promptly.

13.3 Right to Inspect- Construction.

King County personnel or agents may inspect the construction project at any time provided that such persons observe due regard for workplace safety and security. King County may require Grant Recipient or its contractors to stop work if King County deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare. Grant Recipient specifically understands, acknowledges, and agrees that at a minimum, King County will inspect the Facility construction project before final completion of the Project.

13.4 Design.

Grant Recipient has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who will prepare a Project design for the Facility and exterior landscaping, which visually blends with the setting. King County shall review the design plans for the Project in concept and reserves the right to approve the final design of the Project, consistent with established zoning, design code, or both.

13.5 Construction Site/Work Fencing.

Grant Recipient will be solely responsible for the site work, required permits, and

grading for the Project. Grant Recipient will ensure the work area is properly barricaded, and will ensure that signage is installed, directing unauthorized persons not to enter onto the construction site during any phase of development or construction. Unless otherwise agreed by the Parties in writing, fencing will be placed around work areas. In addition, construction areas will be kept clean and organized during development periods. Grant Recipient will be responsible for site security, traffic, and pedestrian warnings at the site during the development and construction phases.

13.5 Alteration of Site or Facility after Construction.

After the Facility is completed and accepted by Grant Recipient and King County as defined herein, Grant Recipient will not make any material alteration to the Facility without express, written consent by King County.

13.6 Development and Construction Fees and Expenses.

Grant Recipient will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the Project.

13.7 Public Works Laws.

To the extent applicable, Grant Recipient will comply with all public works laws, regulations, and ordinances, including but not limited to those related to prevailing wages (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278). Grant Recipient will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

13.8 Contractor Indemnification and Hold Harmless.

Grant Recipient will require its construction contractors and subcontractors to defend, indemnify, and hold King County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with the design, development, and construction of the Facility (hereinafter "Design and Construction Phase"), except for injuries and damages caused by the negligence of King County.

13.9 Minimum Scope and Limits of Insurance.

Grant Recipient shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit D – Insurance Requirements**.

14. INTERNAL CONTROL AND ACCOUNTING SYSTEM

Grant Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

15. MAINTENANCE OF RECORDS

- 15.1 Grant Recipient shall maintain accounts and records, including personnel, property, financial, Project records, including Agreement deliverables, and other such records as may be deemed necessary by the County to ensure proper accounting for all Grant Award Funds and compliance with this Agreement.
- 15.2 These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- 15.3 Grant Recipient shall inform the County in writing of the location, if different from the Grant Recipient address listed in Section 5 of this Agreement of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

16. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of [Grant Recipient] with regard to this Agreement, and, at its sole discretion, to inspect or audit the Grant Recipient's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

17. COMPLIANCE WITH ALL LAWS AND REGULATIONS

Grant Recipient shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Grant Recipient specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Grant Recipient shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

18. CORRECTIVE ACTION

- 18.1 If the County determines that a breach of contract has occurred or does not approve of the Grant Recipient's performance, it will give the Grant Recipient written notification of unacceptable performance. Grant Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Grant Recipient.
- 18.2 King County may withhold any payment owed Grant Recipient until the County is satisfied that corrective action has been taken or completed.

19. TERMINATION

- 19.1 King County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing Grant Recipient ten (10) days advance written notice of the termination.

- 19.2 If the termination results from acts or omissions of Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to Grant Recipient by the County.
- 19.3 Any King County obligations under this Agreement beyond the current appropriation biennium are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation biennium.
- 19.4 The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and **Exhibits B and C**, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 6.

20. **FUTURE SUPPORT; UTILITIES AND SERVICE**

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. Grant Recipient understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

21. **HOLD HARMLESS AND INDEMNIFICATION**

Grant Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by Grant Recipient's employees or other suppliers in connection with or support of the performance of this Agreement.

Grant Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Grant Recipient, its officers, employees, agents, representatives, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

Grant Recipient agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or Grant Recipient's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. Grant Recipient's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at

the Grant Recipient's own expense;

- B. Indemnification of claims made by Grant Recipient's employees or agents; and
- C. Waiver of Grant Recipient's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Grant Recipient.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Grant Recipient agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Grant Recipient's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Grant Recipient in conjunction with this Agreement. **Grant Recipient's duties under this Section 21 will survive the expiration or earlier termination of this Agreement.**

22. NONDISCRIMINATION

King County Code ("KCC") chapters 12.16 through 12.19 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

23. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and Grant Recipient agrees to abide by all conditions of said chapter. Failure by Grant Recipient to comply with any requirement of said KCC Chapter shall be a material breach of contract.

24. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

25. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and Grant Recipient, Grant Recipient shall be responsible to operate and maintain the completed Project at its own sole expense and risk. Grant Recipient shall maintain the completed Project in good working condition consistent with applicable standards and guidelines. Grant Recipient understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Project in any way.
- B. Grant Recipient shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. Grant Recipient shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Grant Award Funds. **Grant Recipient's duties under this Section 25 shall survive the expiration of this Agreement.**

26. ASSIGNMENT

Grant Recipient shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Grant Recipient must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

27. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

28. TAXES

Grant Recipient agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Grant Recipient to contest any such tax, and Grant Recipient shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

30. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

31. LEGAL RELATIONS

Council Packet September 19, 2023
City of North Bend – Meadowbrook Prairie Loop Trail – 6328763

Nothing contained herein will make, or be deemed to make, County and Grant Recipient a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

32. **PERMITS AND LICENSES**

Grant Recipient shall develop and run the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Grant Recipient at its sole expense and liability. Grant Recipient shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project.

33. **INTERPRETATION OF COUNTY RULES AND REGULATIONS**

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Grant Recipient.

34. **ENTIRE AGREEMENT**

This Agreement, including its attachments, constitutes the entire Agreement between the County and Grant Recipient. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

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

City of North Bend

By _____

Title _____

Date _____

King County

By _____

Title _____

Date _____

EXHIBIT A - MAP OF FACILITY AND LOCATION



EXHIBIT B - SCOPE OF WORK



Levy Grant

**Capital and Open Space Grants
Scope of Work**

The Cities of North Bend and Snoqualmie, in partnership with the Si View Metropolitan Park District, and Meadowbrook Farm Preservation Association, will improve pedestrian trails at Meadowbrook Farm. The project includes new and improved trail connections through Meadowbrook Farm to Snoqualmie Middle School, Centennial Fields Park, and the Meadowbrook Farm Interpretive Center, and include interpretive signage.

Activities/Milestones		Estimated Completion Date	Deliverables
1	Architectural/Engineering	5/31/2024	Completed design
2	Archaeological review and permitting	5/31/2024	
3	Site preparation	5/31/2024	
4	Construction of gravel trails	7/31/2025	
5	Construction of boardwalks and bridges	7/31/2025	
6	Installation of interpretive signage	7/31/2025	
7	Completion of wetland/wet prairie habitat restoration	12/1/2025	

EXHIBIT C - PROJECT BUDGET

Organization and Project Name: City of North Bend - Meadowbrook Prairie Loop Trail

Project Tasks		Project Costs	Grant Request
Planning / Design / Permits			
	Architectural/Engineering (20% of construction costs), including critical areas report, floodplain analysis and stormwater plans.	\$126,990	\$126,990
	Archaeological Review	\$15,000	\$15,000
	Permits (floodplain, stormwater, C&G, SEPA, Crit. Areas)	\$20,000	\$20,000
Construction / Installation / Materials			
	Site Preparation (Clearing, grading, stormwater, survey)	\$75,000	\$75,000
	Crushed Stone Trails (3,100 lf x 8' wide x 3.00/sf)	\$74,400	\$74,400
	New Boardwalks (including replacing 1 existing deteriorated boardwalk) - 805 lineal feet x 6' wide x \$500/lf	\$352,500	\$188,610 (remainder funded outside grant)
	Associated grading including minor retaining walls at boardwalk approaches, stormwater features, etc.	\$10,000	
	Fencing/gates at CF Park, and wood chicane gates at Camas Meadow entry points, and along the trail at Snoqualmie Middle School (if needed).	\$28,500	
	Flexible bollards at trail entry points adjacent to parking areas.	\$1,500	
	Site furnishings (4 trash cans)	\$7,000	
	Interpretive Signs and trail directional signs	\$30,000	
	Wetland Enhancement, including monitoring	\$56,050	
	Note that contingency and tax are incorporated into the cost estimates above.	\$0	
TOTALS		\$796,940	\$500,000

EXHIBIT D - INSURANCE REQUIREMENTS

1. Insurance Requirements

- 1.1. Grant Recipient shall purchase and maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Grant Recipient, or any Contractor under this Agreement, or in any way limit the County's potential recovery to insurance limits required hereunder. To the contrary, this Agreement's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Grant Recipient. Grant Recipient and any Contractor shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.
- 1.2. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- 1.3. Each insurance policy shall be written on an "occurrence" basis; excepting insurance for Professional Liability (Errors and Omissions), and/or Pollution Liability, and/or Cyber Liability (Technology Errors and Omissions). These coverages required by this Agreement may be written on a "claims made" basis.

If coverage is approved and purchased on a "claims made" basis, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Project which is subject of this Agreement or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Project which is the subject of this Agreement.

2. Evidence and Cancellation of Insurance

- 2.1. Upon execution of the Agreement, and within thirty (30) days of request by the County, Grant Recipient shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Agreement. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative to the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, shall specify the form numbers of any endorsements issued to satisfy this Agreement's insurance requirements, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy(s). Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date.
- 2.2. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any

confidential or proprietary information. Grant Recipient shall deliver such policies to the County within five (5) business days of County's request.

2.3. County's receipt or acceptance of Grant Recipient's or any Contractor's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this **Exhibit D** or, consequently, constitute the County's acceptance of the adequacy of Grant Recipient's or any Contractor's insurance or preclude or prevent any action by County against Grant Recipient for breach of the requirements of this section.

3. Minimum Scope and Limits of Insurance

3.1. Grant Recipient shall maintain the following types of insurance and minimum insurance limits:

3.1.1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County.

- a. A per project aggregate endorsement shall apply to the General Liability policy.
- b. Explosion, Collapse, and Underground Damage (XCU) coverage shall be included.

3.1.2. Professional Liability (Errors and Omissions): Grant Recipient or its Contractor(s) shall procure and maintain Professional Liability (Errors and Omissions) insurance with minimum limits of \$1,000,000 per claim and in the aggregate.

3.1.3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

3.1.4. Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Project by applicable Federal or "Other States" State Law.

3.1.5. Employers Liability or “Stop Gap” coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection provided by the “Stop Gap” endorsement to the commercial general liability policy.

3.1.6. Pollution Liability: Grant Recipient or its Contractor(s) shall procure and maintain Pollution Liability insurance with minimum limits of \$1,000,000 per occurrence or claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed.

3.1.7. Builder’s Risk/Installation Floater Insurance: Grant Recipient or its Contractor(s) shall procure and maintain prior to and for the duration of the construction phase of the Project, “All Risk” Builder’s Risk insurance or Installation Floater insurance at least as broad as ISO form number CP0020 (Builder’s Risk Coverage Form) with ISO form number CP0020 (Causes of Loss – Special Form) including coverage for collapse and theft. The coverage shall insure for direct physical loss to property of the entire term of the Project, for 100% of the replacement value and include earthquake and including owner-furnished equipment for its 100% value.

4. Other Insurance Provisions and Requirements

4.1. All insurance policies purchased and maintained by Grant Recipient and any Contractor required in this Agreement shall contain, or be endorsed to contain the following provisions:

4.1.1. With respect to all liability policies except Professional Liability (Errors and Omissions) and Workers Compensation:

4.1.1.1. King County, its officials, employees and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Grant Recipient, its agents, representatives, employees, or Contractor(s) in connection with this Agreement. Additional Insured status shall include products-completed operations CG 20 100 11/85 or its substantive equivalent. The County requires the endorsement(s) to complete the Agreement.

4.1.2. With respect to all liability policies (except Workers Compensation):

4.1.2.1. Coverage shall be primary insurance as respects the County, its officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees or agents shall not contribute with any [Grant Recipient’s], or Contractor(s) insurance or benefit the Grant Recipient, or any Contractor, or their respective insurers in any way.

4.1.2.2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer’s liability.

5. Waiver of Subrogation

5.1. Grant Recipient, its Contractor(s), and their respective insurance carriers release and waive all rights of subrogation against King County, its officials, agents and employees for damages caused by fire or other perils which can be insured by a property insurance policy. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.

6. Deductibles/Self-Insured Retentions

6.1. Any deductible and/or self-insured retention of the policies shall not in any way limit the County's right to coverage under the required insurance, or to Grant Recipient's, or any Contractor's liability to the County, and shall in all instances be the sole responsibility of Grant Recipient or its Contractor, even if no claim has been made or asserted against them.

7. Acceptability of Insurers

7.1. Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.

7.2. Professional Liability (Errors and Omissions) insurance may be placed with insurers with an A.M. Best rating of no less than B+:VII.

7.3. If at any time any of the foregoing policies fail to meet the above stated requirements, [Grant Recipient] shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for review.

8. Self-Insurance

8.1. If the Grant Recipient is a governmental entity or municipal corporation, Grant Recipient may maintain a fully funded self-insurance program or participate in an insurance pool for the protection and handling of its liabilities including injuries to persons and damage to property.

9. Contractors

9.1. Grant Recipient shall include all Contractors as insureds under its policies or, alternatively, Grant Recipient must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and services being provided herein. To the extent reasonably commercially available, insurance maintained by any Contractor must comply with the specified requirements of this **Exhibit D**, including the requirement that all liability insurance policies (except Professional Liability and Workers Compensation) provided by the Contractor(s) must include the County, its officials, agents and employees as additional insured for full coverage and policy limits. Grant Recipient is obligated to require and verify that each Contractor(s) to maintain the required insurance and ensure the County is included as additional insured. Upon request by the County, and within five (5) business days, Grant Recipient must provide evidence of each Contractor(s) insurance coverage, including endorsements.

10. Work Site Safety

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City of North Bend – Meadowbrook Prairie Loop Trail – 6328763

10.1. Grant Recipient shall have the “right to control” and bear the sole responsibility for the job site conditions, and job site safety. Grant Recipient shall comply with all applicable federal, state and local safety regulations governing the job site, employees, and Contractors.

FINAL FOR APPROVAL

EXHIBIT E - RESTRICTIVE COVENANT AGREEMENT

(To be finalized and recorded upon completion of construction of the Facility)

When Recorded Return to:

King County
Department of Natural Resources and Parks
Parks and Recreation Division
201 S Jackson Street, KSC-NR-5702
Seattle, WA 98104-3855

**PARKS LEVY CAPITAL AND OPEN SPACE GRANT CAPITAL PROJECT
RESTRICTIVE COVENANT AGREEMENT**

GRANTOR: City of North Bend

GRANTEE: King County, a political subdivision of the State of Washington

ABBREVIATED LEGAL DESCRIPTION:

ASSESSOR'S TAX PARCEL NO.:

**PARKS LEVY CAPITAL AND OPEN SPACE GRANT CAPITAL PROJECT
RESTRICTIVE COVENANT AGREEMENT**

This Parks Levy Capital and Open Space Grant Capital Project Restrictive Covenant Agreement (the “Covenant Agreement”) is effective as of the ____ day of _____, 202_____, and is made and executed by City of North Bend (the “Grant Recipient”), and by and in favor of King County (the “County”), a political subdivision of the State of Washington (the “County”). In this Covenant Agreement, City of North Bend and the County may also be referred to collectively as the “Parties” and individually as “Party.”

RECITALS

- A. Grant Recipient is the owner of real property located in King County, State of Washington, legally described in **Exhibit A**, attached hereto and made part hereof (the “Property”).
- B. Pursuant to a Parks Capital and Open Space Grant Agreement, between the County and Grant Recipient, dated _____, Grant Recipient has constructed [description of the Facility] (the “Facility”) on the Property for the purpose of providing land protection and recreation for the public. A map of the Property and Facility is attached to and made part of this Covenant Agreement as **Exhibit B**.
- C. The purpose of this instrument is to place on record those certain Restrictive Covenants (as defined below) which, pursuant to a Parks Levy Capital and Open Space Program Grant in the amount of \$500,000.00 awarded to Grant Recipient to construct the Facility on said Property, requires that the Facility be restricted to uses in accordance with the funds used to construct said Facility. The Property was acquired by deed recorded under recording No. [cite recorded deed for purchase], between [prior owner’s name] and City of North Bend

COVENANT AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein, Grant Recipient and the County agree, covenant and declare that the Facility is subject to the following restrictive covenants, which covenants shall run with the land and burden the Facility for the sole benefit of the County and the County land that makes up its public park, recreation, and open space system.

All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Covenant Agreement and to sustain the validity hereof.

1. Grant Recipient and the County agree and declare that the covenants and conditions contained herein touch and concern the land and shall bind and the benefits shall inure to, respectively, Grant Recipient and its successors and assigns and all subsequent owners of the Facility, and to the County and its successors and assigns and all subsequent owners of the County’s benefited property interests, subject to modification thereof as specifically provided below. Each and every contract, deed or other instrument hereafter executed conveying any portion or interest in the Facility, shall contain an express provision making such conveyance subject to the covenants and conditions of this

Covenant Agreement, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

2. Grant Recipient covenants and declares on behalf of itself and all heirs, assigns, and successors in interests into whose ownership the Facility might pass that the Facility will be preserved and maintained in accordance with the restrictions and obligations described in this Covenant Agreement for at least thirty years. It is the intent of the Grant Recipient that such covenants shall supersede any prior interests Grant Recipient has in the Property and Facility and shall run with the land for the benefit of the County and the County land that makes up its public park, recreation, and open space system, and be binding on any and all persons who acquire any portion of, or interest in, the Property or Facility. Grant Recipient and the County agree that King County shall have standing to enforce these covenants.
3. Grant Recipient acknowledges that the Facility was constructed on the Property for parks and recreation and open space purposes with funding from the King County Parks Levy authorized by Ordinances 18890 and 19166, the Parks Levy Capital and Open Space Program Grant Program requirements specified in Motion 15378, and Grant Recipient covenants that the Facility will be used for the parks, recreation, and open space purposes contemplated by Ordinances 18890 and 19166, and that the Facility shall not be converted to a different to a different status or use for a period of thirty years unless a full reimbursement of the Parks Capital and Open Space Grant award amount is made to King County.
4. Grant Recipient acknowledges that the Property was purchased for parks and recreation and open space purposes with parks levy funds as authorized by King County Ordinances 18890 and 19166, and Grant Recipient covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements specified in Motion 15378, including that Grant Recipient covenants that the Property will continue to be used for the purposes contemplated by King County Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements, that the Property shall not be transferred or conveyed except by agreement with an agency or nonprofit organization, which agreement shall provide that the Facility shall be continued to be used for the purposes of Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements specified in Motion 15378.
5. Grant Recipient covenants that it and any successor in interest will maintain the Facility for public use as required by Ordinances 18890 and 19166, and the Parks Levy Capital and Open Space Program Grant Program requirements specified in Motion 15378. The Facility shall be open and accessible to the public at reasonable hours and times. Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally

charged by public operators of similar facilities in King County. Grant Recipient covenants that it will not limit or restrict access to and use of the Facility by non-residents in any way that does not also apply to Grant Recipient residents. Grant Recipient further covenants that any and all user fees charged for the Facility, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-residents as for the residents of Grant Recipient.

6. **Parties Bound.** This Covenant Agreement shall benefit and be enforceable only by County and Grant Recipient and their successors or assigns and shall not be enforceable by any third parties.
7. **Remedies.** The County, its successors, designees or assigns shall have the following remedies against Grant Recipient, its successors, designees or assigns for violation of this Covenant Agreement:
 - 7.1 **Default.** If Grant Recipient fails to observe or perform any of the terms, conditions, obligations, restrictions, covenants, representations or warranties of this Covenant Agreement, and if such noncompliance is not corrected as provided herein, then such noncompliance shall be considered an event of default.
 - 7.2 **Notice of Default.** Before the County pursues a remedy against Grant Recipient for breach of this Covenant Agreement, the County shall provide written notice specifying the default to Grant Recipient. Grant Recipient shall thereafter have a thirty (30) day period to cure such default (or if such default is not capable of cure within thirty (30) days, such additional period as is reasonably necessary for Grant Recipient to complete such cure, provided that Grant Recipient commences cure within such thirty (30) day period and thereafter diligently pursues it to completion).
 - 7.3 **County's Remedies.** The County shall be entitled to all remedies in law or in equity against Grant Recipient in the event of a default.
 - 7.4 **No Waiver.** No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the County to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any other breach or violation thereof at any later time or times.
9. **Miscellaneous Provisions.**
 - 9.1 **Agreement to Record.** Grant Recipient shall cause this Covenant Agreement to be recorded in the real property records of King County, Washington. Grant Recipient shall pay all fees and charges incurred in connection with such recording and shall provide the County with a copy of the recorded document.
 - 9.2 **Time of the Essence.** Time is of the essence of this Covenant Agreement and of

every provision thereof.

9.3 Notices. Notices, certificates, reports, or other communications shall be deemed delivered on the third day following the date on which the same have been mailed by certified or registered mail, postage pre-paid, return receipt requested, or on the date on which the same have been personally delivered with proof of receipt, at the addresses specified below, or at such other addresses as may be specified in writing by the parties listed below:

If to King County:

King County Department of
Natural Resources & Parks
Parks and Recreation Division
201 South Jackson Street
Seattle, WA 98104-3855
Attn: Director

If to City of North Bend:
City of North Bend
920 SE Cedar Falls Way
North Bend, WA. 98045

9.4 Severability. If any provision of this Covenant Agreement shall be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.5 Amendments. This Covenant Agreement shall be amended only by a written instrument executed by the Parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.

9.6 Governing Law. This Covenant Agreement shall be governed by the laws of the State of Washington and venue shall be in King County Superior Court.

9.7 Reliance. The County and Grant Recipient hereby recognize and agree that the representations and covenants set forth herein may be relied upon by each other.

9.8 No Conflict with Other Documents. Grant Recipient and the County warrant that they have not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Covenant Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

9.9 Sale or Transfer of the Facility. Grant Recipient agrees to notify the County within 30 days of any transfer of Grant Recipient's ownership interest in the Facility.

9.10 Captions. The titles and headings of the sections of this Covenant Agreement

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have been inserted for convenience of reference only and are not to be considered a part hereof. They shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this document or any provision thereof or in ascertaining intent, if any question of intent shall arise.

9.11 No Third Party Beneficiaries. This agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Covenant Agreement.

IN WITNESS WHEREOF, City of North Bend and the County have executed this Covenant Agreement on the date set forth above.

GRANT RECIPIENT: City of North Bend

By: _____
Its: _____

KING COUNTY, a political subdivision of the State of Washington

By: _____
Name: _____
Its: _____

[Notary Block on following page]

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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 acknowledged it as the _____ City of North Bend which is the _____ of City of North Bend to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

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 acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

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RESTRICTIVE COVENANT AGREEMENT EXHIBIT A
LEGAL DESCRIPTION

(To be added upon completion of the construction of the Facility)

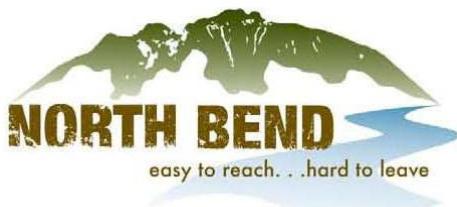
FINAL FOR APPROVAL

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RESTRICTIVE COVENANT AGREEMENT EXHIBIT B
PROPERTY AND FACILITY MAP

(To be added upon completion of construction of the Facility)

FINAL FOR APPROVAL



City Council Agenda Bill

SUBJECT:	Agenda Date: September 19, 2023	AB23-112
Motion Approving the Housing Action Plan	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
Cost Impact: N/A	Finance – Drew Bouda	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate		
Attachments: Redlined changes to strategies		

SUMMARY STATEMENT:

In late 2021, the City of North Bend applied for grant funding allocated by the Washington State Department of Commerce and funded through the Engrossed Second Substitute House Bill (E2SHB) 1923. The bill was designed to grant fund municipal research to increase the urban residential capacity in cities by evaluating local housing needs and determining actionable steps municipalities can take to improve housing stock, diversity, and affordability to proactively plan for housing that meets current and future needs.

Pursuant to RCW 36.70A.040, the City may adopt a Housing Action Plan. The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes.

The City participated in a Snoqualmie Valley Housing Needs Assessment Report which was issued January 10, 2023, a North Bend Housing Needs Assessment which was finalized March 2023, and a community survey in January 2023, with over 500 participants. Interviews, stakeholder meetings and a school drawing contest were also part of the public outreach efforts. The Planning Commission and City Council held a Workstudy on November 1, 2022, and between December 2022 and May 2023 the Planning Commission discussed the work at 4 meetings, 2 of which were Public Hearings. The Planning Commission recommended approval of the Housing Action Plan to the City Council with special future consideration for and of infrastructure, police, impact fees, zoning, collaboration with nonprofits/communities to subsidize rent costs, and the short-term rental market and potential regulations thereof.

Much of the work completed will be utilized for the preparation of the 2024 Comprehensive Plan Update, which will also go through the Public Hearing process and will need approval by the City Council. The grant for the funding of the Housing Action Plan required a draft be presented to the Council by the end of June 2023. Funding was received under the expectation that approval is received by the end of September 2023.

At the June 20, 2023 City Council meeting, the Housing Action Plan was postponed to the September 19, 2023 City Council meeting, with the expectation of a Workstudy prior to the meeting. At the August 29, 2023 Workstudy Council made amendments to the strategies, which are incorporated into the document. **Additionally, Council wished to include a preamble. Below is the suggested language.**

City Council Agenda Bill

Council Preamble:

The Council of the City of North Bend wishes to document the City's desire to achieve realistic, sustainable, and equitable housing goals. North Bend is located within the Urban Growth Boundaries and supports the intent of Growth Management Act (GMA) to reduce sprawl and protect the environment. The State's affordability targets for the City under the current GMA are not realistic, especially at the local level. Affordable housing requires true partnership, with funding, between the State, County, and the Puget Sound Regional Council (PSRC). Requirements for additional density and growth will only lead to increased market rate housing, continuing the lack of affordable housing. As a small city in King County with a population of approximately 8,000 people, the City is not in a position to be able to build or manage affordable housing itself, which leaves us in an untenable position. Additionally, we do not have mass transit to support high density. Every unit built adds cars and traffic to the roads. Continued residential growth must be partnered with sound fiscal policy on land use decisions. Communities that rely on housing as a tax base will not have enough funding to maintain services and will eventually go bankrupt. The North Bend City Council would like to reiterate that we support affordable housing for all, but the current requirements will not achieve these goals. The City urges the state to reconsider the best way forward, especially for small towns and rural communities.

Due to the size of the Housing Action Plan it is not attached in the packet. The Housing Action Plan can be downloaded here: <https://northbendwa.gov/DocumentCenter/View/9372/Housing-Action-Plan---Council-Draft-92023>

APPLICABLE BRAND GUIDELINES: Sustainably managed growth

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the May 16, 2023 Community and Economic Development Committee meeting and was recommended for approval on the Main Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-112, approving the Housing Action Plan and including the Council Preamble in the Housing Action Plan as set forth in the Summary Statement.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 20, 2023	AB23-078 Postponed to 9/19 CC	5-2 (Joselyn & Koellen abstained)
September 19, 2023		

be necessary to maintain and expand infrastructure services. Reassessing current impact fees can be implemented to support service development while encouraging the development of more affordable housing. Rate studies, in tandem with impact fee reassessments, allow accessibility into the market for smaller developers and could lower housing costs.

As more people relocate to North Bend, forming diverse housing opportunities will require transparency with regional and local actors to develop strong partnerships. Community engagement events, education, and activities can stimulate a collaborative approach towards North Bend housing development that includes the community's vision for growth. Engaging local non-profit organizations to **North Bend Snoqualmie** that specialize in senior housing, elder care, and assisted living will also advance the needs of underrepresented populations. Continuous collaboration and communication between the North Bend and the community will be critical to successfully integrating newcomers as the city continues to see development and growth through the next twenty years.

GOAL 1

Foster development that reflects the community's vision for their city and its housing needs.

- A.1.1: Create an inventory of short-term rental units
- A.1.2: Preserve existing affordable housing units within the city
- A.1.3: Encourage **affordable workforce and mixed use** housing to support businesses that provide critical amenities that support the needs of North Bend residents.
- A.1.4: Consider ~~and implement housing~~ strategy recommendations from the Economic Action Plan in support of increasing **affordable** housing supply and diversity.
- A.1.5: Consider a subarea plan that fosters a community-supported vision for the downtown housing stock and economy. Consider implementing alongside a non-project environmental impact statement.

GOAL 2

Ensure infrastructure needs are developed concurrently with new housing.

- A.2.1: Apply for state and federal grants to fund utility infrastructure projects.
- A.2.2: Reassess impact fees to ensure they remain an adequate and appropriate source of funding.
- A.2.3: Consider a rate study to investigate alternative methods for fee structure (by square footage, bedrooms, etc.) to fund service extensions without overburdening small development projects.
- A.2.4: Make strategic infrastructure investments to increase capacity where necessary.

GOAL 3

Collaborate with critical partners on housing opportunities.

- A.3.1: Continue community conversation and collaboration through ongoing community engagement.
- A.3.2: Prevent displacement of senior and low-income households by marketing incentives and encouraging non-profits to develop affordable housing in the Snoqualmie Region
- A.3.3: Consider the feasibility of the development of a master plan for the outlet mall area in cooperation with the property owners.

GOAL 1

Enhance development regulations and market incentives.

- B.1.1: Strategic marketing of development incentives, support, and resources through the City webpage oriented toward the development community.
- B.1.2: Consider streamlining the ADU permitting process.
- B.1.3: Clarify design requirements and streamline permitting for ~~Missing Middle and multifamily~~ **affordable** residential housing types.

GOAL 2

Reduce barriers to attainable and affordable Housing.

- B.2.1: Consider changing the Cottage Residential zone to a Residential Medium zone to permit more housing types that pursue the purpose of this zone.
- B.2.2: Permit a wider variety of housing development in residential zones surrounding North Bend Way.
- B.2.3: Evaluate residentially zoned properties located in annexable areas within the City UGA and options for future growth opportunities.
- B.2.4: Explore expansion of the multifamily Residential Tax exemption to encourage the development of ~~multifamily projects~~ affordable **housing** to working class households.
- B.2.5: Consider a fee reduction grant program for using the existing affordable housing tax program or state grant programs.
- B.2.6: Consider a fee reduction grant program for housing-focused redevelopment in the Downtown Core.

