



CITY COUNCIL MEETING*

January 16, 2024 – Agenda

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

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

CONSENT AGENDA:

		Pg.#
1) Minutes	City Council Meeting of January 2, 2024	1
2) Payroll	December 29, 2023 – 28755 through 28761, in the amount of \$427,392.83	
3) Checks	January 16, 2024 – 75017 through 75026, in the amount of \$37,093.11	
4) AB24-005	Motion – Authorizing King County Grant Agreement for Tollgate Forest Restoration Project Ms. Deming	5
5) AB24-006	Resolution – Authorizing WA TIB Grant Agreement for SR 202 Sidewalk Gap Project Mr. Rigos	17
6) AB24-007	Resolution – Authorizing FHWA Grant Agreement for Railroad Crossing Improvements Project Mr. Rigos	31

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

7) Presentation	Parks Commission Report & 2024 Work Plan	Commission Chair Rudd	45
8) Presentation	Economic Development Commission Report	Commission Chair Maisonpierre	

COMMISSION AND COMMITTEE REPORTS:

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

INTRODUCTIONS:

9) AB24-008	Resolution – Authorizing Economic Development Element Adoption for 2024 Comp Plan	Ms. Deming	55
10) AB24-009	Motion – Authorizing Contract with West Consultants	Mr. Rigos	101

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 the meeting in person or by teleconference. Members of the public attending the meeting in-person will have an opportunity to provide public comment and if attending the meeting by teleconference may submit written comments via in-person drop off, mail, fax, or e-mail to soppedal@northbendwa.gov. All written comments must be received by 5 p.m. on the day of the scheduled meeting. If an individual requires an accommodation because of a difficulty attending the public meeting, the City requests notice of the need for accommodation by 5 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote public comments by contacting the City Clerk by phone (425) 888-7627 or by e-mail to soppedal@northbendwa.gov. No other remote public comment will be permitted.

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

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NORTH BEND CITY COUNCIL MINUTES

January 2, 2024

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

CALL TO ORDER, ROLL CALL:

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

SWEARING IN OF ELECTED OFFICIALS:

City Clerk Oppedal administered the oath of office to Mayor Miller. Mayor Miller administered the oath of office to Councilmembers Brenden Elwood, Heather Koellen, Christina Rustik and Suzan Torguson.

Councilmembers Present: Elwood, Gothelf, Joselyn, Koellen, Rustik, Torguson and Tremolada.

Mayor Miller recessed the meeting at 7:09 p.m. for a ten minute break. The meeting was called back to order at 7:24 p.m.

CONSENT AGENDA:

Minutes – City Council Meetings of November 21, 2023 & December 5, 2023

Payroll – December 5, 2023 – 28741 through 28747, in the amount of **\$342,625.19**

December 20, 2023 – 28748 through 28754, in the amount of **\$295,965.46**

Checks – December 19, 2023 – 74903 through 74975, in the amount of **\$2,077,849.67**

December 29, 2023 – 74976 through 75015, in the amount of **\$382,478.31**

January 2, 2024 – 75016, in the amount of **\$6,115.07**

AB24-001 – Motion Authorizing Contract with G&O for NW 8th Street Watermain Project

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Proclamation – National Mentoring Month

Audio: 26:07

Mayor Miller read a proclamation declaring January 2024 as National Mentoring Month in the City of North Bend. Kathy Hyland and Abe Schilperoort from Empower Youth Network were on hand to accept the proclamation.

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AB24-002 – Appointments to Planning Commission

Audio: 32:31

Mayor Miller recommended the appointment of Sam White to Position No. 3 and Stephen Matlock to Position No. 6 on the Planning Commission.

Councilmember Gothelf **MOVED**, seconded by Councilmember Joselyn to approve AB24-002, confirming the Planning Commission appointments of Sam White to Position No. 3, term expiring May 11, 2024, and Stephen Matlock to Position No. 6, term expiring May 18, 2026. The motion **PASSED** 7-0.

AB24-003 – 2024 Council Standing Committee Appointments

Audio: 39:32

Mayor Pro Tem Gothelf proposed the following 2024 Council Committee appointments for Council's consideration:

Community & Economic Development Committee:

Chair – Councilmember Joselyn

Members – Councilmember Rustik, Councilmember Tremolada

Budget, Finance & Administration Committee:

Chair – Councilmember Elwood

Members – Councilmember Koellen, Councilmember Tremolada

Public Health & Safety Committee:

Chair – Councilmember Rustik

Members – Councilmember Elwood, Councilmember Torguson

Transportation & Public Works Committee:

Chair – Councilmember Koellen

Members – Councilmember Joselyn, Councilmember Torguson

Councilmember Gothelf **MOVED**, seconded by Councilmember Torguson to approve AB24-003 confirming the 2024 appointments to the Council's Standing Committees. The motion **PASSED** 7-0.

INTRODUCTIONS:

**AB24-004 – Motion Authorizing Memorandum of Agreement with ARCH
for MFTE Services**

Audio: 42:20

Community & Economic Development Director Deming provided the staff report.

Councilmember Joselyn **MOVED**, seconded by Councilmember Elwood to approve AB24-004, authorizing the Mayor to sign a Memorandum of Agreement with A Regional Coalition for Housing, through its Administering Agency, the City of Bellevue, for

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monitoring affordable MFTE rental units, in a form and content approved by the City Attorney. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Elwood wished everyone a Happy New Year and noted he looked forward to the next four years of his term and the upcoming visioning exercise for the City. Additionally, he welcomed new Planning Commissioners Sam White and Stephen Matlock.

Councilmember Torguson noted it was an honor and privilege to serve the community and she looked forward to making a positive difference for the City in the next four years. She commented she looked forward to future collaborations with the Mayor, Council and staff and welcomed the new Planning Commissioners.

Councilmember Koellen wished everyone a Happy New Year and welcomed new Councilmembers and noted she looked forward to working with them.

Councilmember Tremolada congratulated Mayor Miller and new Councilmembers and reminded all to continue to support local businesses.

Councilmember Rustik wished everyone a Happy New Year and noted she was excited to join the City Council. She thanked staff for taking time out of their schedules to provide orientation training in December and thanked the new Planning Commissioners for volunteering. Additionally, she encouraged all to consider becoming a mentor for local youth.

Councilmember Joselyn wished everyone a Happy New Year and echoed fellow Councilmember comments on the enthusiasm, engagement and anticipation that lies ahead for Council in the new year. Additionally, he thanked staff for providing support to the public during the holiday season.

Councilmember Gothelf welcomed new Councilmembers and thanked Mayor Miller for a successful meeting tonight. He congratulated the new Planning Commissioners and noted he looked forward to serving as Mayor Pro Tem for 2024.

City Administrator Miller welcomed new Councilmembers and commented he looked forward to discussions on strategic planning scheduled for the February Council Retreat

Mayor Miller spoke regarding the following items:

- Planning Commission Land Use Element Open House – January 3rd 6:30 p.m.
@ City Hall
- Boy Scout Tree Recycling – January 6th 9 a.m. – 2 p.m. @ City Hall
- Volunteer Opportunities – North Bend Amateur Radio Emergency Services Team

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- Citizens Academy Series Start – February 5th 6 p.m. @ City Hall
- New Term as Mayor and thanks to community for support
- Congratulations to new Councilmembers & Planning Commission members

EXECUTIVE SESSION:

Mayor Miller recessed the regular meeting for an Executive Session at 7:58 p.m. to discuss collective bargaining negotiations, pursuant to RCW 42.30.140(4). No action was anticipated as a result of the Executive Session, which was expected to last thirty minutes and videotaping of the meeting ceased.

At 8:28 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

At 8:38 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

The regular meeting reconvened at 8:38 p.m.

ADJOURNMENT:

Councilmember Torguson **MOVED** to adjourn, seconded by Councilmember Rustik. The motion **PASSED** 7-0.

The meeting adjourned at 8:39 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: January 16, 2024		AB24-005
Motion Authorizing a Cooperative Watershed Management (CWM) Grant Fund Agreement with King County for Tollgate Forest Restoration Maintenance and Planting		Department/Committee/Individual		
		Mayor Mary Miller		
		City Administrator – David Miller		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		X
		Finance –		
Cost Impact: N/A		Public Works – Mark Rigos		
Fund Source: State				
Timeline: Immediate to December 31, 2026				
Attachments: Agreement				
<p>SUMMARY STATEMENT:</p> <p>City of North Bend staff applied for a 2023 Cooperative Watershed Management (“CWM”) grant. The grant application process was a competitive process with other cities and non-profits through the Snoqualmie Watershed Forum (Forum). The Forum recommended the City of North Bend receive reimbursement of up to \$60,355.00 for invasive weed removal, restoration, and native plant planting throughout Tollgate Forest (Project). A \$10,000 leverage for the Project will be comprised of City staff time for managing the grant, donated materials, and volunteer time. The Forum recommended a list of projects to the King County Flood District, and King County approved funding for the City’s Project. The grant is provided on a reimbursement basis, with reimbursement to the City from King County upon invoice submittal by the City of eligible expenses.</p> <p>The City will partner with the Mountains to Sound Greenway Trust (MTSGT) to perform the required Project work under a Professional Services Agreement entered into between the City and MTSGT on December 6, 2022. The Project includes opportunities for community volunteer planting events, coordinated by the MTSGT. The Project will also continue to restore the riparian corridor and floodplain forest habitat throughout Tollgate Forest, improving conditions across over 100 acres of this City property and along 3,000 feet of both banks of the South Fork Snoqualmie River.</p>				
<p>APPLICABLE BRAND GUIDELINES: This grant supports the City’s brand statement in many ways and in particular the commitment to invest in the City and foster community engagement and pride.</p>				
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this agenda item on December 19, 2023, and recommended approval and placement on the Consent Agenda.</p>				
<p>RECOMMENDED ACTION: MOTION to approve AB24-005, authorizing the Mayor to sign a Cooperative Watershed Management (CWM) Grant Fund Agreement with King County in the amount of \$60,355.00 for Tollgate Forest restoration maintenance and planting, in a final form and content acceptable to the City Attorney.</p>				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
January 16, 2024				

Project Name: Tollgate Forest Restoration Maintenance and Planting

Award Number: 4.7.23.016

**AGREEMENT FOR AWARD OF
COOPERATIVE WATERSHED MANAGEMENT GRANT FUNDS
BETWEEN THE CITY OF NORTH BEND AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the **City of North Bend** (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2026**.

Primary Contact for King County: Kim Harper, Grant Administrator, 206-477-6079,
Kim.harper@kingcounty.gov.

Primary Contact for Recipient: Jamie Burrell, Senior Planner, 425-888-7642,
Jburrell@northbendwa.gov.

SECTION 1. RECITALS

- 1.1. Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for cooperative watershed management arrangements and actions for purposes of water quality, water resource, and habitat protection and management;
- 1.2. Whereas, King County is the service provider to the District under the terms of an interlocal agreement (“ILA”) by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District’s annual work program and budget;
- 1.3. Whereas, in accordance with Resolution FCD2012-07.2 and in its capacity as service provider to the District, King County has established a grant award program, called the Cooperative Watershed Management Award Program, to fund water quality, water resources and habitat restoration and management projects and activities;
- 1.4. Whereas, the Board of Supervisors of the District (the “Board”), the District’s governing body, passed Resolution FCD 2022-13 on November 8, 2022, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$10,737,696 in 2023 for water quality, water resources and habitat restoration and management projects and activities in King County, provided that the project list is approved by the Board;
- 1.5. Whereas, on September 12, 2023, the Board passed Resolution FCD 2023-07, which approved the projects described in Attachment A to that Resolution;

Project Name: Tollgate Forest Restoration Maintenance and Planting

Award Number: 4.7.23.016

- 1.6. Whereas, the Recipient submitted an application to its respective WRIA forum or committee for the project, as described in Exhibit A attached hereto and incorporated herein by this reference, and that body has recommended the project for funding under the Cooperative Watershed Management Grant Program in accordance with King County's Cooperative Watershed Management Grant Program Policies and Procedures, a copy of which has been furnished by King County to the Recipient and which are incorporated herein by this reference ("Grant Policies and Procedures");
- 1.7. Whereas, the Board approved funding of Recipient's application for the project ("Project"), as described in Attachment A to Resolution FCD 2023-07 in the amount of **\$60,355** ("Award");
- 1.8. Whereas, King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B ("Scope of Work"), and the Budget, attached hereto and incorporated herein as Exhibit C ("Budget"), are consistent with the Grant Policies and Procedures; and
- 1.9. Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD 2023-07 and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to the Recipient in the total amount of **\$60,355** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been

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Award Number: 4.7.23.016

approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; 5) such activities and expenses do not occur prior to the date the grants were approved by the District; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. A request for payment shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. The amount of the advance may not exceed 25% of the total award amount. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the watershed benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.

Project Name: Tollgate Forest Restoration Maintenance and Planting

Award Number: 4.7.23.016

- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule ("CORE") as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors, or subcontractors is performed in a manner which protects and safeguards the environment and natural resources, and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. If Recipient is purchasing real property interests with Award funds, Recipient agrees to include restrictive language provided by the County in the instrument transferring the real property interest specifying that the real property interest shall be used in perpetuity for purposes consistent RCW 86.15.035.
- 2.13. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to any acts or omissions of the Recipient, its employees, agents, contractors, or subcontractors in performing its obligations under the terms of this Agreement, except to the extent of the County's or the District's sole negligence.

The Recipient's obligations under this provision shall include, but not be limited to, the duty to promptly accept tender of defense and provide defense to the County and the District with legal counsel acceptable to the County and the District at Recipient's own expense. Recipient, by mutual negotiation, hereby waives, as respects the County and the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event it is necessary for the County or the District 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 Recipient. The provisions of this section shall survive the expiration, abandonment, or termination of this Agreement.

- 2.14. The Recipient agrees to acknowledge the District as a source of funding, and the WRIA as a funding partner, for the Project on all printed, online, and electronic documents; signage or press releases; audio-visual materials; or any other materials produced in association with the Project. Grant Recipient shall submit documentation of acknowledgement activities with their final reporting documents.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Recipient shall not assign this Agreement to a third party.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. 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 set forth below via electronic mail and transmittal is demonstrated by an electronic delivery receipt or similar confirmation.

King County	Recipient
Kim Harper	Jamie Burrell
Grant Administrator	Senior Planner
King County WLRD	City of North Bend
kim.harper@kingcounty.gov	jburrell@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.

- 3.5. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.6. The Project shall be completed by no later than **December 31, 2026**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation to terminate this Agreement and retain any unexpended Award funds.

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Award Number: 4.7.23.016

- 3.7. The Agreement will be terminated if the Recipient is unable or unwilling to expend the Award as specified in Section 2.2 and Exhibits B and C. In the event of termination under this section, the County shall be released from any obligation to fund the Project and Recipient shall forfeit all rights to the unexpended portion of the Award.
- 3.8. If the County determines that a breach of contract has occurred or does not approve of the Recipient's performance, it will give the Recipient written notification of unacceptable performance. 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 Recipient. King County may withhold any payment owed Recipient until the County is satisfied that corrective action has been taken or completed.
- 3.9. 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.
- 3.10. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Agreement. In its performance under this Agreement the Recipient shall not discriminate against any person on the basis of race, color, age, gender, marital status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability or use of a service or assistive animal by an individual with a disability, unless based upon a bona fide occupational qualification, and the Recipient shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- 3.11. 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.
- 3.12. This Agreement may be signed in multiple counterparts.
- 3.13. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.14. This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.
- 3.15. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District or the King County Council, King County's obligations are contingent upon the appropriation of sufficient

Project Name: Tollgate Forest Restoration Maintenance and Planting

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funds by the District or the King County Council to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

This document has been approved as to form by the King County Prosecuting Attorney's Office as of March 1, 2023.

KING COUNTY:

RECIPIENT:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Project Name: Tollgate Forest Restoration Maintenance and Planting

Award Number: 4.7.23.016

EXHIBIT A: PROJECT DESCRIPTION

Project	Recipient	Description	Leverage	Award
Tollgate Forest Restoration Maintenance and Planting	City of North Bend	Continue to restore the riparian corridor throughout Tollgate Forest, improving conditions across over 100 acres of this City property and along 3,000 feet of both banks of the South Fork Snoqualmie River. This project builds upon the successful collaboration with Mountains to Sound Greenway Trust to restore floodplain at Tollgate Forest and the opportunity to continue to protect and enhance riparian floodplain forest habitat so it doesn't degrade.	\$10,000	\$60,355

Project Location: South Fork of the Snoqualmie River, River Mile 2.

EXHIBIT B: SCOPE OF WORK

Activity Title	Activity Description	Deliverables	Estimated Percent of Grant Budget	Month/Year Task will be Completed
Task 1: Project Administration (Required)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	All previously listed documents will be submitted.	5%	As needed for grant period
Task 2: Invasive Weed Control	The Greenway Trust seasonal restoration staff will control weeds (blackberry, English ivy, English holly, knotweed, etc.) across the 110-acre floodplain on both sides of the South Fork Snoqualmie River in river mile 2. Weed control will primarily occur in spring and summer months, following best practices for control for each target species. This will include manual, mechanical, and chemical methods.	Controlled weeds will be documented using QuickCapture, reported in the Greenway's Salesforce account, and in the Closeout Report.	60%	December 2026
Task 3: Native Plant Installation	A minimum of 1,500 native conifers and 2,000 deciduous trees (combination of potted plants, bareroots, and live stakes) will be installed throughout the site by seasonal restoration staff. Plant installation will begin in fall of 2024, with additional plantings and plant replacement occurring during the fall/winter seasons of 2025 and 2026.	Native plantings installed will be documented in the Greenway's Salesforce account and reported in the Closeout Report.	25%	December 2026
Task 4: Maintenance and Monitoring	Site monitoring will occur annually in late summer. Seasonal Greenway Trust staff will support maintenance and monitoring of the site.	Surveyed and controlled weeds will be documented using QuickCapture and maintenance activities will be reported in the Greenway's Salesforce and in the Closeout Report.	10%	December 2026

Project Name: Tollgate Forest Restoration Maintenance and Planting

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EXHIBIT C: BUDGET

Budget Item	Grant Request
Project Supplies	\$11,000
Commercial Services & Crew Time	\$49,355
TOTAL	\$60,355



City Council Agenda Bill

SUBJECT:		Agenda Date: January 16, 2024		AB24-006	
Resolution Authorizing Transportation Improvement Board (TIB) Grant Agreement for SR-202 Sidewalk Gap Project		Department/Committee/Individual			
		Mayor Mary Miller			
		City Administrator – David Miller			
		City Attorney – Kendra Rosenberg			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm & Econ Development – Rebecca Deming			
		Finance –			
Cost Impact: \$23,615.00		Public Works – Mark Rigos, P.E.		X	
Fund Source: Streets Overlay (103)					
Timeline: 2024 budget					
Attachments: Resolution, TIB Fuel Tax Grant Agreement, TIB Project Funding Status Form & Selection Letter					
<p>SUMMARY STATEMENT:</p> <p>In August 2023, the City of North Bend (“City”) applied for the 2023 Active Transportation Program Grant (“Grant”) from the Washington State Transportation Improvement Board (“TIB”) in the amount of \$157,435.00 to fill in a sidewalk gap on State Route 202 between West North Bend Way and to the south toward the existing railroad tracks. This grant was awarded to the City by the TIB in December 2023 in the amount of \$157,435 with a required match from the City in the amount of \$23,615.</p> <p>The effected segment of sidewalk is approximately 200 lineal feet in length. The design and construction of this project is scheduled for 2024.</p> <p>Before the TIB funds granted can be used, several administrative items need to be completed, which includes acceptance of the Grant by the City Council, execution of a Fuel Tax Grant Agreement, and execution of the Project Funding Status Form. The City’s matching funds of \$23,615 shall be taken from the Streets Overlay Fund in 2024.</p>					
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.					
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the December 12, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.					
RECOMMENDED ACTION: MOTION to approve AB24-006, a resolution authorizing a Transportation Improvement Board Grant Agreement for SR-202 Sidewalk Gap Project.					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
January 16, 2024					

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING A WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD GRANT IN THE AMOUNT OF \$157,435 FOR THE 2024 TIB ACTIVE TRANSPORTATION PROGRAM, AND AUTHORIZING A MATCH OF \$23,615 IN LOCAL FUNDS FOR THE SR-202 SIDEWALK GAP PROJECT

WHEREAS, the City of North Bend (“City”) annually designs and constructs transportation capital projects on City streets; and

WHEREAS, the City applied to the Washington State Transportation Improvement Board (“TIB”) for grant funding through the Active Transportation Program in the amount of \$157,435 for the completion of a sidewalk gap project on State Route 202 (“SR-202”) near North Bend Way; and

WHEREAS, the Sidewalk Gap Projects are included in the City’s 2023-2028 Transportation Improvement Plan (“TIP”); and

WHEREAS, the TIB awarded the City a grant in the amount of \$157,435 for the Project; and

WHEREAS, the TIB grant award requires the City to contribute a local match of \$23,615 to receive the grant;

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

Section 1. The City Council accepts the TIB grant of \$157,435 for the Sidewalk Gaps Project, and authorizes a local match of \$23,615, to be funded from the City’s annual Street Overlay Fund.

Section 2. The Mayor is authorized to enter into any agreements with the TIB necessary to complete acceptance of the grant funds set forth in Section 1 of this Resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JANUARY, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk



City of North Bend
P-P-804(P09)-1
SR202 Sidewalk Gap
North Bend Way to RR Tracks

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of North Bend
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the SR202 Sidewalk Gap, North Bend Way to RR Tracks (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of North Bend, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 85.0002 percent of approved eligible project costs up to the amount of \$133,820, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Project Funding Status Form

Agency Name **NORTH BEND**
Project Name: **SR202 Sidewalk Gap**
North Bend Way to RR Tracks

TIB Project Number: **P-P-804(P09)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
NORTH BEND	23,615	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	23,615	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



Washington State Transportation Improvement Board

TIB Members

December 1, 2023

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Councilmember Sam Low
Snohomish County

Amy Asher
Mason Transit Authority

Aaron Butters, PE
HW Lochner Inc.

Susan Carter
Hopelink

Kent Cash, PE
Port of Vancouver

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Dongho Chang, PE
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club/Washington Bikes

Mike Dahlem, PE
City of Sumner

Commissioner Al French
Spokane County

Councilmember Hilda González
City of Granger

Commissioner Scott Hutsell
Lincoln County

Les Reardanz
Whatcom Transportation Authority

Peter Rogalsky, PE
City of Richland

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

Mr. Mark Rigos, P.E.
Public Works Director
City of North Bend
Post Office Box 896
North Bend, WA 98045-0896

Dear Mr. Rigos:

Congratulations! We are pleased to announce the selection of your project, SR202 Sidewalk Gap, North Bend Way to RR Tracks, TIB project number P-P-804(P09)-1.

TIB is awarding 85.0002% of approved eligible project costs with a maximum grant of \$133,820.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Sign and email a copy.
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project;
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2024 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at GregA@TIB.wa.gov.

Sincerely,

A handwritten signature in black ink that reads "Ashley Probart".

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov



City Council Agenda Bill

SUBJECT:		Agenda Date: January 16, 2024		AB24-007
Resolution Accepting Federal Highway Administration (FHWA) 2022 Railway-Highway Crossing Program Funds for the Railway Crossing Capital Project		Department/Committee/Individual		
		Mayor Mary Miller		
		City Administrator – David Miller		
		City Attorney – Kendra Rosenburg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		
		Finance –		
Cost Impact: \$0 (local match)		Public Works – Mark Rigos, P.E.		X
Fund Source:				
Timeline: Immediate				
Attachments: Resolution; Exhibit A - Obligation Package				
SUMMARY STATEMENT:				
<p>In 2022, City of North Bend (“City”) Staff applied for a 2022 Railway-Highway Crossing Program Grant (“Grant”) for engineering and construction of the Railway Crossings Capital Project (“Project”) which will improve three railroad crossings located in the City. The Grant funds will provide for the design and construction of three crossings located at SR-202; NW 8th Street at North Bend Way; and North Bend Way itself. In September 2023, the Puget Sound Regional Council (“PSRC”), the administrator of federal grant funds, amended the Statewide Transportation Improvement Program (STIP), and awarded the City a zero-match grant in the amount of \$2,721,000.</p> <p>This Project includes removal and replacement of the above-referenced three railroad crossings with concrete panels that are intended to significantly extend the life of the railway crossings. The Train Museum supports this Project. The Grant funds will also be used to relocate the existing railway crossing at SR-202/parallel to McClellan Alley to the south, relocate the existing paved trail to the south, and remove the northern-most rail to allow for additional space for the future McClellan Alley improvements intended to be constructed with improvements to Taylor Park.</p> <p>The City submitted its Six-Year Transportation Improvement Plan (“TIP”) to PSRC, and this Project was added to the STIP in September 2023 in order to qualify for the grant funds. The addition of this Project will also be reflected in The City’s 2025-2030 TIP.</p> <p>The attached Resolution accepts the Grant funds, which does not require a local match, in the amount of \$2,721,000, and authorizes the Mayor to execute the Local Agency Agreement, Project Prospectus, and all other documents necessary to obligate Grant funds for this Project.</p>				
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.				
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the December 12 th , 2023, Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.				
RECOMMENDED ACTION: MOTION to approve AB24-007, a resolution accepting Federal Highway Administration (FHWA) 2022 Railway-Highway Crossing Program grant funds for the Railway Crossing Capital Project and authorizing the Mayor to sign the Local Agency Agreement and Project Prospectus.				

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 16, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING FEDERAL HIGHWAY ADMINISTRATION 2022 RAILWAY-HIGHWAY CROSSING PROGRAM FUNDS IN THE AMOUNT OF \$2,721,000 FOR ENGINEERING AND CONSTRUCTION SERVICES FOR THE RAILWAY CROSSING CAPITAL PROJECT

WHEREAS, in 2022, the City of North Bend applied for and was awarded \$2,721,000 in funds from the Federal Highway Administration 2022 Railway-Highway Crossing Program (“Program”) for engineering and construction of the Railway Crossings Capital Project (“Project”); and

WHEREAS, the Program does not require a local match of funds; and

WHEREAS, the Project includes, but is not limited to, construction of new concrete panels, construction of improvements to comply with Americans with Disability Act requirements, pavement markings, and other improvements and/or work construction as required to complete the Project (“Project Improvements”) related to construction of three new railway crossings located at SR-202, 8th Street at North Bend Way, and on North Bend Way western city limits; and

WHEREAS, the Project was added to the Statewide Transportation Improvement Program (State TIP) and is anticipated to be listed in the City’s 2025-2030 Six-Year Transportation Improvement Plan; and

WHEREAS, the City Council desires to accept the Program grant funds and authorizes the Mayor to execute the Local Agency Agreement, Project Prospectus, and all other documents necessary to proceed with obligation of the grant funds;

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

Section 1. The City Council accepts the Federal Highway Administration 2022 Railway-Highway Crossing Program grant of \$2,721,000 for engineering services and construction of the Railway Crossings Capital Project Improvements.

Section 2. The Mayor is authorized to enter into the Local Agency Agreement and Project Prospectus, attached hereto collectively as Exhibit A, and any other agreements necessary to complete acceptance of the grant funds set forth in Section 1 of this Resolution.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF
JANUARY 2024.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk



Agency

Address

Local Agency Agreement

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name

Length

Termini

Description of Work

Project Agreement End Date

Proposed Advertisement Date

Claiming Indirect Cost Rate
Yes No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency			
%	b. Other			
Federal Aid	c. Other			
Participation	d. State Services			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)			
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)			
Construction	k. Contract			
%	l. Other			
	m. Other			
Federal Aid	n. Other			
Participation	o. Agency			
Ratio for CN	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
	r. Total Project Cost Estimate (e+j+q)			

Agency Official

By

Title

Agency Date



Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)**State Ad and Award**

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions**I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions



**Washington State
Department of Transportation**

Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	
Federal Aid Project Number				DUNS Number	
Local Agency Project Number		(WSDOT Use Only)		Federal Employer Tax ID Number	
Agency		CA Agency Yes No	Federal Program Title 20.205 Other		
Project Title		Start Latitude N End Latitude N		Start Longitude W End Longitude W	
Project Termini From-To		Nearest City Name			Project Zip Code (+4)
Begin Mile Post	End Mile Post	Length of Project		Award Type Local Local Forces State Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
WSDOT Region	Legislative District(s)		Congressional District(s)		Urban Area Number


Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.					
Total					

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Number of Lanes

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Local Agency Contact Person		Title		Phone	
Mailing Address			City	State	Zip Code
Project Prospectus	By  _____				
	Approving Authority				
	Title				Date

Agency	Project Title	Date
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Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width	Number of Lanes
New Construction	Path / Trail	3-R		
Reconstruction	Pedestrian / Facilities	2-R		
Railroad	Parking	Other		
Bridge				

Geometric Design Data

Description	Through Route			Crossroad		
Federal Functional Classification		Principal Arterial			Principal Arterial	
		Minor Arterial			Minor Arterial	
	Urban	Collector		Urban	Collector	
	Rural	Major Collector		Rural	Major Collector	
	NHS	Minor Collector		NHS	Minor Collector	
		Local Access			Local Access	
Terrain	Flat	Roll	Mountain	Flat	Roll	Mountain
Posted Speed						
Design Speed						
Existing ADT						
Design Year ADT						
Design Year						
Design Hourly Volume (DHV)						

Performance of Work

Preliminary Engineering Will Be Performed By	Others %	Agency %
Construction Will Be Performed By	Contract %	Agency %

Environmental Classification

Class I - Environmental Impact Statement (EIS) Project Involves NEPA/SEPA Section 404 Interagency Agreement Class III - Environmental Assessment (EA) Project Involves NEPA/SEPA Section 404 Interagency Agreements	Class II - Categorically Excluded (CE) Projects Requiring Documentation (Documented CE)
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Environmental Considerations

Agency	Project Title	Date
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Right of Way

No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	Right of Way Needed	
	No Relocation	Relocation Required

Utilities

Railroad

No utility work required All utility work will be completed prior to the start of the construction contract All utility work will be completed in coordination with the construction contract	No railroad work required All railroad work will be completed prior to the start of the construction contract All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency



Date

By

Mayor/Chairperson

**PARKS COMMISSION 2023 SUMMARY REPORT AND
2024 TENTATIVE WORK PROGRAM**

To: City Council

Date: For January 16, 2024 City Council Meeting

From: Mike McCarty, Senior Planner, and Minna Rudd, Parks Commission Chair

City Council members,

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

This report is provided to summarize the activities, accomplishments, and expenditures of the Parks Commission in 2023 as well as to provide the tentative work program of the Parks Commission in 2024, seeking any feedback or additional direction from the Council on this work program.

2023 Expenditures:

The Parks Commission expended \$5,450 from the Small Park Improvement Budget for adding pickleball court striping to the tennis courts at EJ Roberts Park, which was coordinated by Public Works staff and completed in July.

2023 Activities:

Parks Element update

As required as a part of the major 2024 Comprehensive Plan Update, the Parks Commission provided review and recommendation on an update to the Parks Element of Comprehensive Plan, including revised park facility information, levels of service, policies, and projects on the parks capital facilities plan. The Parks Commission and Planning Commission jointly made a recommendation of approval to the City Council on April 19. Council subsequently passed Resolution 2072 on June 20, authorizing adoption of the Element together with the remainder of the 2024 Comprehensive Plan amendments.

Ribbon cutting and grand opening of Tollgate Farmstead

On June 14, Parks Commissioners helped to celebrate, together with staff from the City and Si View MPD, the opening of the new farmstead improvements at Tollgate Farm Park including the new barn, parking area, and agricultural uses.

Review and recommendation on plans for William H. Taylor Park and Riverfront Park

Throughout 2023, the Parks Commission participated in multiple public workshops conducted by City staff and the City's consultant on this project, Site Workshop, provided feedback, and a recommendation of approval to the City Council for the final conceptual plan for each of these parks, which were then approved by the City Council on October 3 for use in guiding further capital improvements to the parks.

Tour of parks for maintenance and improvement recommendations

The Parks Commission conducted a tour of various City parks at their May and June meetings to identify maintenance needs to place on a long-term maintenance list and potential improvements. This year the Commission visited EJ Roberts Park, Si View Neighborhood Park, Torguson Park, and Tollgate Farm Park. The Parks Commission recommendations are for consideration of future maintenance project planning and recommendations for use of the annual park maintenance budget and/or small park improvement budget, and have been provided to the Public Works Department and Si View MPD (who operates Torguson Park and Tollgate Farm Park) for future

implementation as staffing schedules permit. The 2023 maintenance and improvements list is included as an attachment to this report. The Parks Commission also thanks the Public Works staff for addressing many of the repair items that were previously noted on the 2021 maintenance list.

Arbor Day event

With help of Parks Commissioners, staff and former Mayor McFarland planned and held a community Arbor Day recognition on October 7 at EJ Roberts Park, planting two native Garry Oak trees within the park with around 15 volunteers, following from a Oaktoberfest event at the park that was coordinated by resident Terry Pottmeyer.

Review and recommendation on Ichijo Subdivision park improvements

Consistent with the City's Residential Recreation and Common Space regulations in NBMC 17.25, the Parks Commission reviewed and provided recommendations on the mini-park, open space and trail plans for the Ichijo NB-40 subdivision proposal. The Parks Commission's recommendations will be provided to the applicant and to the Hearing Examiner for consideration for the hearing on the preliminary plat.

Discussion and recommendation on downtown trash receptacles

The Parks Commission provided review and recommendation on trash and recycle receptacles in the downtown area in consideration of the new contract with Recology and to address problems with the existing facilities (some of which are often overfilled). The Parks Commission provided a decision card for Council consideration in the 2024 budget.

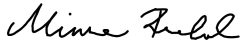
2024 Tentative Work Program:

At their November 29, 2023 meeting, staff and the Parks Commission considered several potential topics to address in the coming year. The Parks Commission recommended addressing the following topics in 2024 (pending available staff time) and seek any City Council feedback or additional direction regarding this tentative work program.

1. Grand opening celebration for Dahlgren Family Park –Spring.
2. Planning logistics for a dog park at the Dahlgren Family Park as a future potential capital project for consideration by the City Council. Winter/Spring.
3. Grand opening celebration for Tennant Trailhead Park – Spring.
4. Parks Commission (serving as Tree Board per Res. 1530) review of PlanIT Geo Tree Canopy Assessment and Recommendations, and associated review and recommendation on urban forestry policies for Comprehensive Plan Update – Spring.
5. Parks Commission tour of trails and potential trail connections and improvements – Spring.
6. Public outreach activities at Block Party and/or Farmer's Market – Summer.
7. Parks Commission recommendation on use of Small Park Improvement funds for small-scale park improvements – Summer.
8. Coordination with Public Works on park and trail-related improvements being planned in 2024 for 2025-2026 implementation including:
 - a. South Fork Snoqualmie River Levy setback and associated trail design.
 - b. Downtown to Tollgate Farm Shared Use Pathway.
 - c. Roundabout landscaping/feature plans for new Bendigo Boulevard/Mt. Si Boulevard intersection and associated shared-use pathway.
 - d. SR-202/Bendigo Boulevard bridges over South Fork Snoqualmie River and Ribary Creek, and associated trail connections along S. Fork Snoqualmie River levy.
 - e. Mount Si Road and North Bend Way intersection improvements and trail connection to Snoqualmie Valley Trail.
 - f. Tanner Trail extension – Public Works to Snoqualmie Valley Trail.


- g. Cedar Falls Way trail – South side of road from Maloney Grove Ave. to 436th (Grant dependent).
- 9. Park capital facilities planning and recommendation for use of Park Impact Fees, Park-related decision cards for 2025 budget – Summer.
- 10. Parks Commission review and recommendation on parks directional signage improvements – Fall.
- 11. Parks Commission review and input to draft Shoreline Access Plan - Fall.
- 12. Tree Board and Arbor Day planning activities – Fall.
- 13. Park review for new developments – as they may come in.

The Parks Commission and staff wish to thank the City Council for consideration of the Parks Commission's recommendations, and appreciate your direction, feedback, and communication as we work collectively towards the planning and betterment of the City of North Bend's park and recreation resources. Please let us know any feedback you have in particular for the 2024 work program.



Minna Rudd, Parks Commission Chair

Nov 30, 2023 _____
Date



Mike McCarty, Principal Planner

Nov. 30, 2023 _____
Date

Attachment: Parks Maintenance and Improvements Recommendations List 2023

PARKS MAINTENANCE CAPITAL IMPROVEMENT LIST 2023

The following list was compiled from Parks Commissioners during site visits to parks on May 24 and June 28, 2023. This list serves as the basis for a Parks Maintenance Capital Improvement Plan, and should be reviewed annually by staff and the Parks Commission to update the list to address new needs and completed items. The Parks Commission thanks the Public Works Department staff for addressing many of the repairs and improvements identified on the previous 2021 park maintenance and improvements list.

EJ Roberts Park

Repairs:

- Add non-slip surfacing to the bridges. Was previously there, but appears to have worn off.
- Fill in multiple small depressions/divits in the lawn area of the main field to correct trip hazards and smooth the field.

Long term investment:

- Address asphalt pathway repairs throughout park along pathways and the parking stalls along Thrasher Ave – deteriorated, uneven, and full of dips and holes.



- Replace deteriorated grass swale area south of tennis courts with some sort of natural meadow/pollinator seed mix that would grow taller (only periodic mowing), or consider Sand Volleyball court there. The existing grass continues to struggle there.



Gardiner Weeks Park/Senior Center and History Museum Site:

Repairs:

- Remove the leaning and dying birch tree in the middle of the lawn area between the Senior Center and Bendigo Boulevard, and grind and remove its stump and the remaining nearby stump from the previously removed fir tree. Plant new trees to replace.



- Clean out the English ivy mess near the gazebo and remove ivy from the base of the trees near the river. Provide a few ferns and spread bark in this area.

Simple Additions:

- Add 2-3 picnic tables.
- Add signage from the parking lot directing people to the entrance to the History Museum.

Small Scale Capital Improvements (add to Parks Capital Facilities Plan):

- Replace the deteriorated gazebo with at-grade surfacing and picnic table, or construct new at-grade gazebo. Existing gazebo is not ADA accessible or easy to use with stairs (important for Senior Center patrons).



- Together with History Museum, add outdoor displays within the park area that could benefit the park.

PARKS MAINTENANCE CAPITAL IMPROVEMENT LIST 2023

- Add paved pathways between the Senior Center, parking lot, and the Snoqualmie Valley History Museum, as the way to get to the museum is currently just across grass lawn.



Long term investment (possible Parks Capital Improvement Plan additions):

- Install pickleball or bocce ball court consistent with 2023 preference survey from Senior Center. Court could be placed on large lawn behind senior center building.

Si View Neighborhood Park:

Repairs:

- Playground wood chip borders are significantly deteriorated and need to be replaced.



Long term investment (possible Parks Capital Improvement Plan additions):

- A sand volleyball court or other elements requested by the public in the 2022 Parks Survey could be added in the large lawn area behind the pickleball court.

Torguson Park (Si View Management/Maintenance):

Repairs:

- Stabilize the pump track dirt surfaces with tackifier to prevent erosion and reduce wear.
- Fix or relocate the broken drinking fountain at the pump track.



- Replace the broken utility box and drainage pipes within the pump track area



- Plant the potted pine tree that has sat unplanted for several years.



PARKS MAINTENANCE CAPITAL IMPROVEMENT LIST 2023

Simple additions:

- Add picnic table at the lawn area between Phoenix Plaza and the pump track.



- Add public parking signs to the public parking spaces behind Phoenix Plaza (north side of the parking lot, adjacent to the park).



Long term investment (possible Parks Capital Improvement Plan additions):

- Paint a map or other features on the central paved plaza area that enlivens the space. Suggestions include map of the 3 forks of the Snoqualmie River, surrounding natural features, etc.)



PARKS MAINTENANCE CAPITAL IMPROVEMENT LIST 2023

- (With major plaza reconstruction per Capital Facilities Plan:)
 - Create a drop-off zone at the north end of the parking lot, removing the curb and installing ramps and steps down to the central plaza.



- Add ADA accessible play equipment to the main playground.

Tollgate Farm Park (Si View Management/Maintenance):

Simple additions:

- Add picnic tables near the farmhouse.

Long term investment (possible Parks Capital Improvement Plan additions):

- Add a large picnic shelter north of the existing restroom.
- Add pickleball courts where the septic system is now (south of the restroom, off the parking lot), once sewer is connected.



City Council Agenda Bill

SUBJECT:		Agenda Date: January 16, 2024		AB24-008
Resolution Authorizing Adoption of the Economic Development Element Amendments to the 2024 North Bend Comprehensive Plan		Department/Committee/Individual		
		Mayor Mary Miller		
		City Administrator – David Miller		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm & Econ Development – Rebecca Deming		X
		Finance –		
Cost Impact: N/A		Public Works – Mark Rigos, P.E.		
Fund Source: N/A				
Timeline: Immediate				
Attachments: Resolution with Draft Element (clean version), Staff Report containing Redline Versions and Comments Received				
<p>SUMMARY STATEMENT:</p> <p>As a part of the 2024 update to the North Bend Comprehensive Plan, staff prepared proposed amendments to the Economic Development Element (“Element”). The proposed amendments to the Element are intended to correct outdated information, to include the goals, objectives, strategies and metrics from the Economic Development Action Plan approved by Council in June 2023, and to respond to comments provided by businesses and residents. A broad summary of the amendments is provided below:</p> <p><u>Economic Development Element</u></p> <ul style="list-style-type: none"> Statistics and data that summarizes North Bend’s economy. An overview of the strengths and weaknesses of North Bend’s economy. Goals and strategies to address identified weaknesses and harness North Bend’s strengths to foster opportunity for businesses and residents. <p>The Economic Development Commission approved a motion on September 26, 2023, to forward the proposed amendments to the Element to the Planning Commission. The Planning Commission received an introduction of the proposed Element amendments at its October 18, 2023, meeting. A public hearing was held by the Planning Commission on November 15, 2023 regarding the same. The Planning Commission provided a recommendation to approve the proposed amendments to the Element on November 15, 2023.</p> <p>A clean version of the proposed Element amendments is attached, along with the Resolution. The Staff Report, also attached, provides a redline version of the proposed Element amendments (showing all amendments and comments describing changes), together with a summary of public comments received.</p> <p>Staff recommends approval of the Element amendments with the condition that SEPA environmental review be completed, together with the remainder of the 2024 Comprehensive Plan Update, prior to formal adoption of the 2024 Comprehensive Plan by the City Council, which will incorporate this amended Element.</p>				
APPLICABLE BRAND GUIDELINES: Sustainably managed growth and consistent delivery of quality basic services.				
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the December 19, 2023, Community and Economic Development Committee meeting and recommend approval and placement on the Main Agenda for discussion.				

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB24-008, a resolution authorizing adoption of the Economic Development Element Update for the 2024 North Bend Comprehensive Plan.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 16, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING ADOPTION OF THE ECONOMIC DEVELOPMENT ELEMENT AMENDMENTS FOR THE 2024 NORTH BEND COMPREHENSIVE PLAN

WHEREAS, the City is required to prepare a Comprehensive Plan (“Plan”) under the Growth Management Act (“GMA”) and is required by RCW 36.70A.040 to implement the Plan with development regulations that are consistent with the Plan; and

WHEREAS, RCW 36.70A.130 requires the City to review and, if needed, amend the Plan and development regulations on a periodic basis to ensure the Plan and regulations comply with the GMA and remains up-to-date; and

WHEREAS, the City has prepared proposed amendments to the Economic Development Element of the Plan; and

WHEREAS, a public hearing on the City’s proposed Economic Development Element amendments was held before the Planning Commission on November 15, 2023; and

WHEREAS, the Planning Commission provided a recommendation to approve the Economic Development Element amendments at its November 15, 2023, meeting; and

WHEREAS, in accordance with WAC 365-196-630, a *Notification of Intention to Adopt Comprehensive Plan Amendments* was sent to the State of Washington Department of Commerce and to other state agencies on July 27, 2023, for a required 60-day review period; and

WHEREAS, environmental review will occur in conjunction with the environmental review for the 2024 Plan update in its entirety and will be scheduled accordingly; and

WHEREAS, the public process for the proposed amendments, including posting the draft amendments on the City of North Bend website for public review, corresponding with multiple outside agencies seeking input on the amendments, holding an introductory meeting before the Planning Commission, and holding a public hearing before the Planning Commission, provided for early and continuous public participation opportunities; and

WHEREAS, the Economic Development Element amendments were prepared in compliance with applicable City policy and State laws;

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

Section 1. The City Council approves the proposed Economic Development Element amendments attached hereto as Exhibit A and by this reference fully incorporated herein.

Section 2. The City Council hereby directs that the amendments described in Section 1 of this Resolution be included as part of a future ordinance in which all the 2024 Comprehensive Plan amendments will be collectively adopted.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF
JANUARY, 2024.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

Exhibit A: Draft Economic Development Element (CLEAN)

CHAPTER X: ECONOMIC DEVELOPMENT ELEMENT

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A. INTRODUCTION AND PURPOSE

The purpose of the Economic Development Element is to establish local goals, policies, objectives, and provisions for pursuing economic growth, community vitality, sustainability, and a high quality of life for North Bend.

Inclusion of this Economic Development Element in the North Bend Comprehensive Plan ensures compliance with the State of Washington Growth Management Act (GMA) RCW 36.70A.070.

According to the Washington Administrative Code (WAC) 365-196-435, the economic development element should include:

- (i) A summary of the local economy such as population, employment, payroll, sectors, businesses, sales, and other information;
- (ii) A summary of the strengths and weaknesses of the local economy; and
- (iii) An identification of policies, programs, and projects to foster economic growth and development and to address future needs.

B. ECONOMIC CONTEXT

The gateway to countless recreational adventures and outdoor experiences in the Washington Cascades and Snoqualmie Valley, at the foot of prominent Mt. Si and just 30 miles east of Seattle, North Bend is experiencing a period of unprecedented interest as a place to live, work, shop, and play.

North Bend is experiencing increasing development pressure that will continue for the foreseeable future as the Puget Sound region continues to thrive and quality of life becomes a chief factor in residential and business decisions. This critical period of growth presents both challenges and opportunities for North Bend that merit attention and understanding to inform decisions and direct growth in a way that best meets the needs and desires of the community.

The City of North Bend is located within a designated Urban Growth Area and required to meet population growth targets as established under the Washington State Growth Management Act. Following a development moratorium in the early 2000s, North Bend has experienced rapid residential growth since 2010 that has greatly increased demand for commercial goods and services, employment opportunities, and quality of life amenities such as parks, safe streets, pathways, and gathering places.

In response to this growing list of needs, City Council directed staff to create an economic development strategy to inform and guide decision making related to the city's recent, ongoing, and anticipated growth and ensure balanced and sustainable revenue sources to meet the needs of a growing community. The City, with input from the Economic Development Commission, City Council, and community stakeholders developed an Economic Development Action Plan in 2022-2023. This Economic Development Element reflects the goals, objectives, and strategies identified in the Economic Development Action Plan, approved by Council in June 2023.

B.1. NORTH BEND BRAND AND RELATED DOCUMENTS

B.1.a. North Bend Brand and Tagline

In 2006, the City engaged citizen volunteers in a process to establish a branding and tagline to establish a tourism identity and serve as a guideline for city marketing decisions. While the Brand Statement has since been updated (see 2018 Branding Guidelines), the tagline remains:

Easy to Reach...Hard to Leave.

B.1.b. 2008 Downtown Master Plan

The [Downtown Master Plan](#) recommended short and long-term improvements to establish Downtown North Bend as a vibrant commercial district while maintaining its small town character. Action items were developed and organized to fall under nine goals. Many proposed action items have been completed, such as establishing the North Bend Downtown Foundation, creating a form-based code, and completing roundabouts along North Bend Way at Park St and Cedar Falls Way.

The Master Plan includes many additional recommendations and conceptual sketches that remain relevant today, such as the desire to improve the appearance and function of McClellan Street, improving the connection between North Bend Way and the train depot, and creating a graduated gateway to downtown along Bendigo to better connect interstate-adjacent retail areas to the historic center.

B.1.c. 2018 Brand Implementation Guidelines

The Brand Implementation Guidelines ensure the city's brand and vision are integrated into the City's decision-making process. The Guidelines include 8 "spokes" – themes that are important considerations in all decisions made by the city. Each agenda bill going to City Council includes the relevant spoke(s) to help inform and guide decision making. This document also establishes a new brand statement for the city:

We are a highly livable small town that is the premier outdoor recreation destination in the Puget Sound Region.

The Guidelines include recommended strategies and action items that are organized under the 8 spokes. One relevant action item that has been completed is developing an economic profile and performing a retail leakage analysis – completed in both 2018 and 2023.

B.1.d. 2018 Economic Profile

The [Economic Profile](#) provided the city with a snapshot of important economic and demographic data and analysis to guide future economic development efforts. The Economic Profile provides important historic data points that help establish baselines and/or trend lines for key metrics such as taxable retail sales, sales tax revenues, income levels, commute and travel patterns, and commercial vacancy rates.

The Profile also includes potential policies and broad-brush actions organized under strategic focus areas as well as key characteristics, challenges, and opportunities for each of the primary commercially-zoned areas of the city. Relevant policies include ensuring development standards are clear and predictable, providing more housing opportunities near employment, and developing a more diverse tax base by expanding commercial business opportunities and attracting more visitors to downtown who are visiting nearby recreation and cultural destinations.

B.1.e. 2023 Economic Development Action Plan

The Economic Development Action Plan considers and builds upon the findings from the previous documents outlined above, as well as information from an updated economic profile and retail leakage analysis included in the Action Plan.

The Action Plan establishes a vision and five goals for economic development and captures primary issues and challenges established from data analysis and conversations with key stakeholders, including commercial property and business owners, existing and prospective developers, City Council and staff, and implementation partners such as the SnoValley Chamber of Commerce and North Bend Downtown Foundation.

The Action Plan identifies four objectives that support and build upon the vision and goals and identify potential metrics the city may baseline and track to help measure success and monitor trends. Finally, the Action Plan identifies 12 recommended actions that 1) respond to one or more of the identified challenges and 2) align with the Action Plan's goals and objectives. Each strategy includes a brief description, the city's role, key partner(s), rough timeline, and relative resource needs.

B.2 RECENT MAJOR ACCOMPLISHMENTS

The City has completed or made significant progress on several strategies included in the last update of the Economic Development Element in 2015. These accomplishments include:

- Downtown Streetscape Improvements (2017)
- Completion of Brand Implementation Guidelines (2018)
- Adoption of Downtown Form Based Code (2021)
- Launch of Discover North Bend website (2021)

In addition, there are many initiatives underway that are contributing to advancing existing and new economic development strategies. These include:

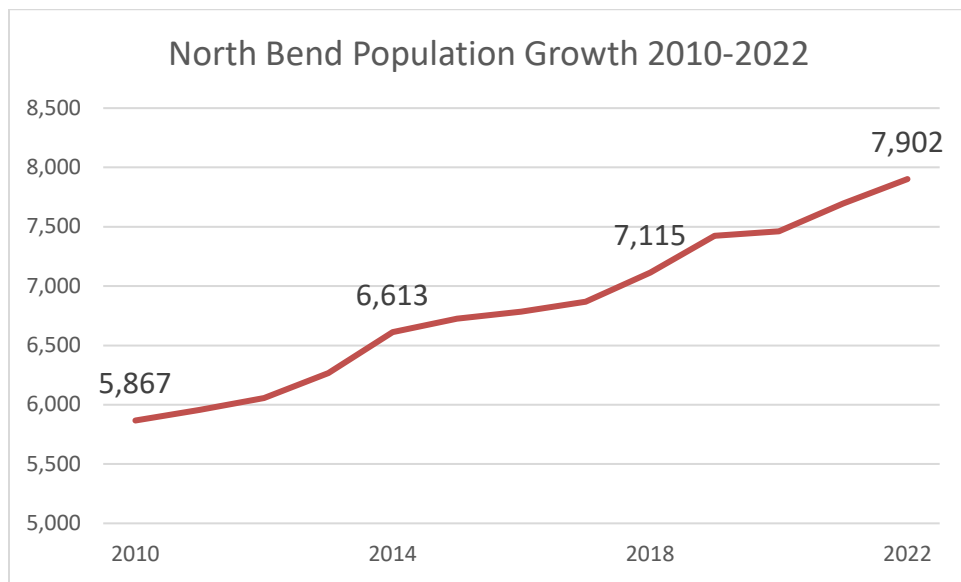
- Design of improvements to William H Taylor Park and Riverfront Park.
- Conceptual design of North Bend Way "complete street" to improve access for all modes of transportation.
- Agreement with Sallal Water Association to allow for access to water for properties on North Bend Way in eastern half of city.
- Establishment of a funding plan to extend sewer to properties west of downtown
- Expansion of a wastewater treatment facility.

- Strengthened partnerships with SnoValley Chamber of Commerce and North Bend Downtown Foundation.
- Strengthened partnerships with the Snoqualmie Tribe and other affected tribes whose ancestral lands includes the City of North Bend.

B.3 ECONOMIC DATA PROFILE

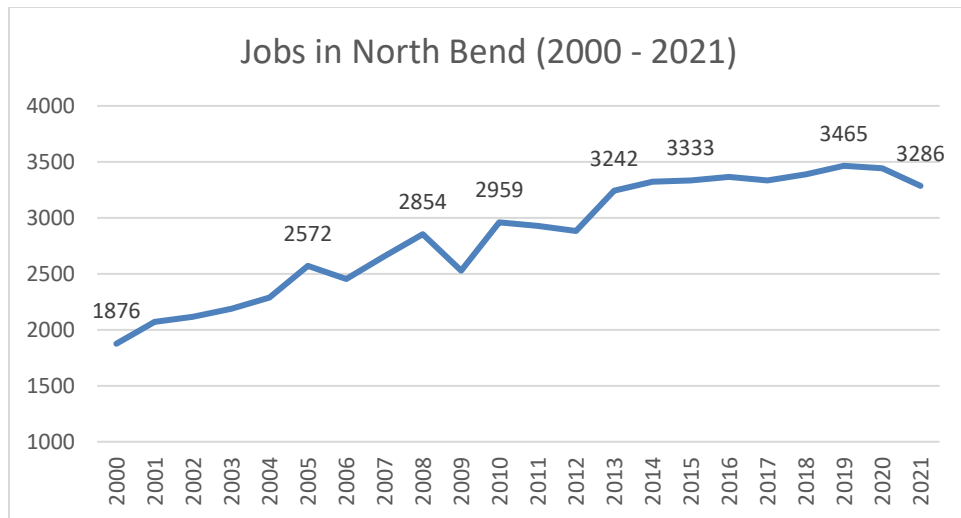
Population

The U.S. Census listed North Bend’s population at 7,902 as of July 1, 2022. The chart shows population growth since 2010, an increase of 35%. This period experienced relatively high growth due to pent-up demand triggered by insufficient water rights and a development moratorium from 1999 – 2009.



Employment Information

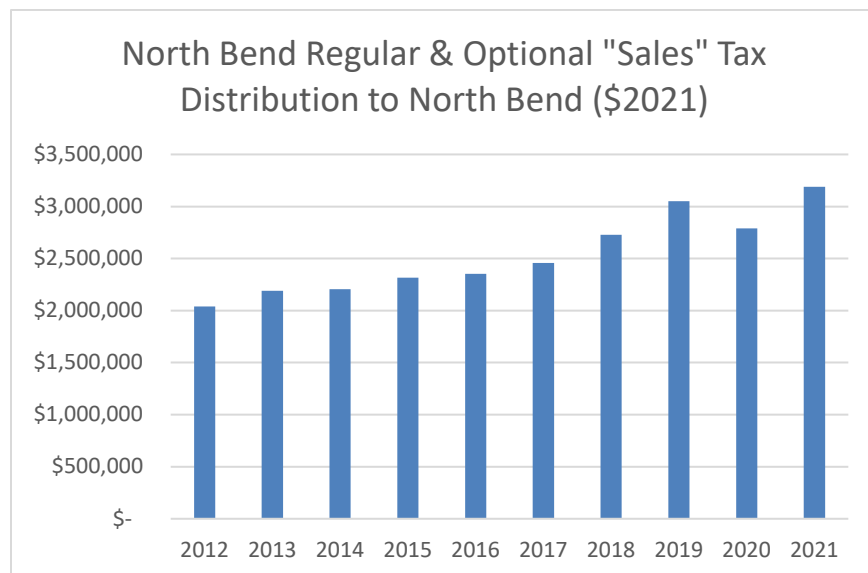
Puget Sound Regional Council publishes the number of jobs in North Bend by year. Jobs in North Bend have increased from less than 2,000 in 2000 to over 3,300 beginning in 2014. Job growth dipped slightly in 2020 and 2021, likely stemming from response to the pandemic.



Visitor Information

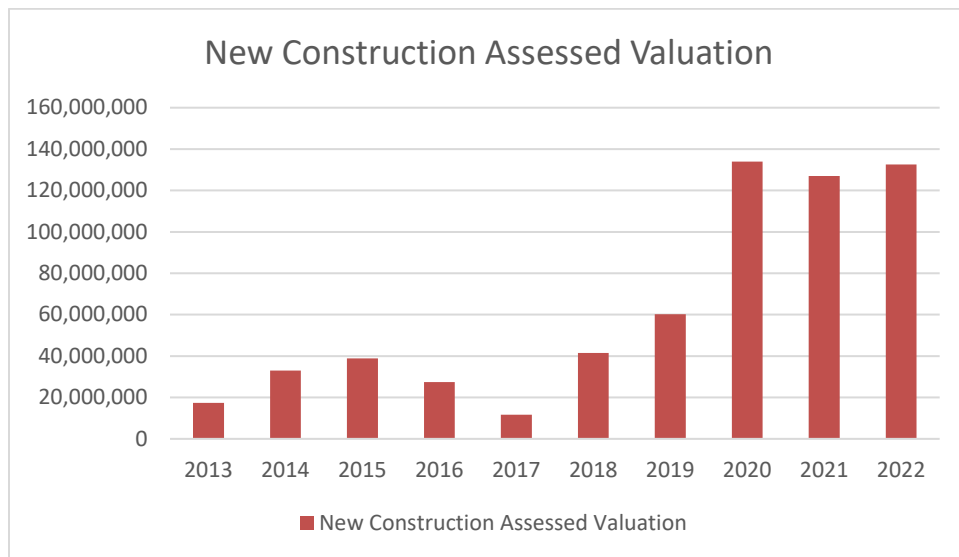
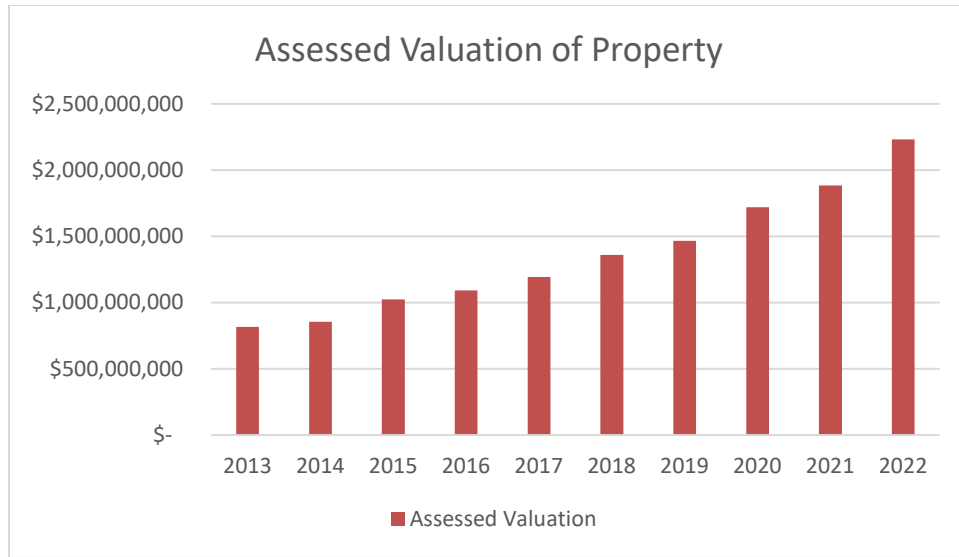
Sales Tax Information

The Washington State Department of Revenue publishes sales tax distribution information. This data demonstrates North Bend's sales tax growth between 2012 and 2021 – a 56% increase over this 10-year period, adjusted for inflation.

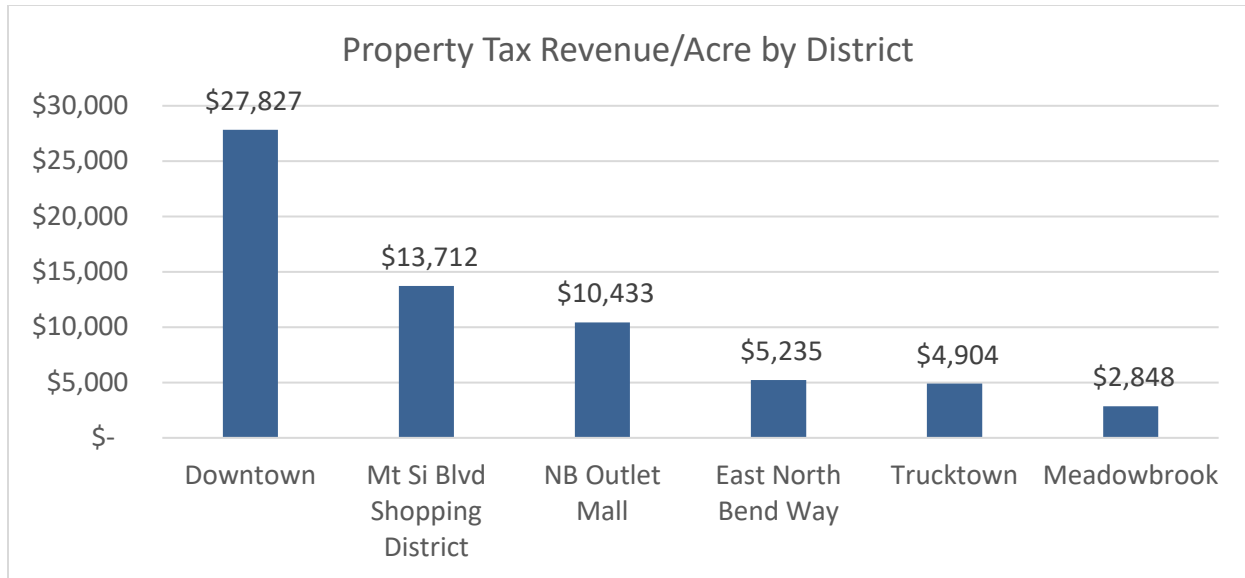


Property Valuation and Tax Information

Property valuation data between 2013-2021 was collected from the Washington State Department of Revenue and a Property Tax Presentation compiled by the city in 2021. The charts below show assessed valuation of property in North Bend and the assess valuation of new construction by year – both indicating the strong growth in North Bend in recent years.



Property tax data was collected for all commercially-zoned properties in North Bend using [King County iMap](#). The chart below shows total revenue/acre by geographic district. On a per acre basis, downtown's compact building form creates relatively high property tax revenues relative to other commercial areas. This data may justify a higher level of public spending in the downtown area and indicates opportunity for higher property tax revenues in commercial areas that have vast parking lots or under-developed property.



B.4 COMMERCIAL DISTRICTS

This section provides a brief description of the primary commercial districts in North Bend and provides additional context for some of the strategies outlined in Section C.

Downtown Commercial and Historic District



Downtown North Bend continues to be the community's heart and core. Since 2015, many new businesses have opened and filled vacancies along North Bend Way, Main Ave, and 2nd Street. Vacancies and redevelopment opportunities remain that could lead to additional commercial and residential growth in downtown. To better understand these opportunities, a first step will be to develop a prioritized list of "opportunity sites" and consult with property owners and other stakeholders about possible redevelopment plans.

Exit 31 - South Fork Interchange

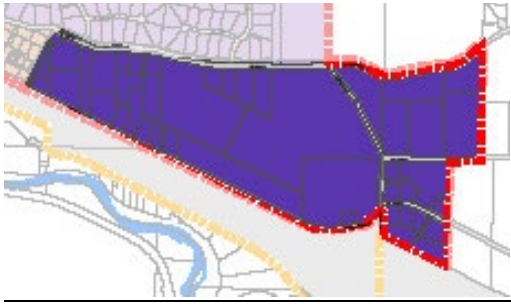


The South Fork Interchange area includes the North Bend Premium Outlet Mall, Mt Si Shopping Center, freeway-oriented services. It also functions as a vital gateway to downtown via Bendigo Boulevard. The 2008 Downtown Master Plan establish an attractive streetscape and “graduated gateway” concept for this corridor that should continue to be pursued. These plans promote a visual and physical connection between the downtown commercial district, the Snoqualmie River, and businesses near the freeway. These enhancements will help provide a welcoming gateway from the freeway to downtown, improve walking and biking paths along Bendigo Boulevard, and enhance connectivity to neighborhoods on the south side of the interstate.

Strategies for this area include pursuing a plan for a new hotel within the footprint of the Outlet Mall and pursuing broader redevelopment plans of the Outlet Mall to bring new vibrancy to the property, increase tax revenues, and address vacancies and underutilized parking areas.

A new roundabout at Bendigo and Mt Si Boulevard as well as a proposed new street extending South Fork Ave to the north and west and connecting to North Bend Way will have significant impacts on this area.

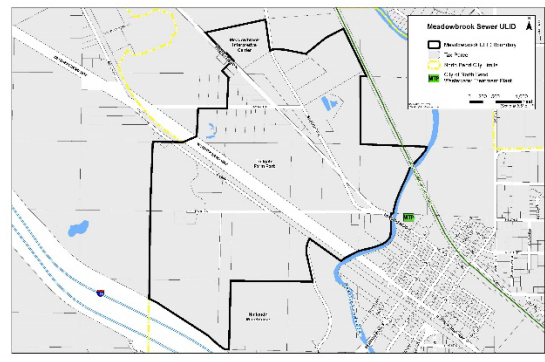
Exit 34 – Trucktown



The area near Exit 34 currently contains a large truck stop. The truck stop is currently undersized and ill-configured for its current level of use leading to underutilized space and frequent parking of trucks along the on and off ramps to the freeway.

There is longer-term strategy to convene key regional stakeholders, including the owner of the truck stop, WSDOT, Port of Seattle, and King County, to explore opportunities to improve the availability and safety of truck stop facilities while also allowing for additional economic development opportunities that build upon this key gateway to the Puget Sound and the area's proximity to innumerable recreation options along the I-90 corridor and the Middle Fork Natural Area.

Meadowbrook



The formation of a utility improvement district will allow for the extension of sewer services to many commercially zoned properties on city's west side providing new opportunities for appropriately scaled manufacturing, office, and retail space.

C. ECONOMIC DEVELOPMENT GOALS, OBJECTIVES, AND STRATEGIES

C.1 BACKGROUND

The goals, objectives, and strategies within this Economic Development Element are based upon the recently completed Economic Development Action Plan and reflect the hard work of the Economic Development Commission, City Council, and numerous community stakeholders.

Goals are high-level outcomes the city aspires to achieve. Objectives support the goals, add detail, and include a set of potential metrics that City may baseline and track to measure success and monitor trends.

Each objective is followed by 3-4 strategies (or policies) that align to their respective objective, respond to one or more of the primary challenges identified within the Economic Development Action Plan, and establish the basis for economic development initiatives carried forward by the city and its partners. These objectives and strategies can be used to further develop the city's economic development work program and guide policy decisions by staff and elected officials.

C.2. GOALS

Goal 1: Healthy, Thriving Businesses

Businesses are successful in North Bend and can access City services with predictability and consistency.

Goal 2: Fiscal Sustainability

The City of North Bend is able to meet its financial obligations, promotes efficient development, and creates the conditions for development to be successful.

Goal 3: Leverage Tourism, Arts & Culture, & Recreation Opportunities

Utilize the area's natural resources as well as arts, cultural, and recreation assets to attract both visitors and potential residents.

Goal 4: Improve Accessibility of Downtown, Commercial Districts, & Neighborhoods

Make the community safe for pedestrians of all ages and abilities to traverse the community on foot or bicycle.

A fifth goal, Increase Housing Opportunity, was identified in the Economic Development Action Plan. The Housing Element outlines the policies and strategies to address this goal.

C.3. OBJECTIVES AND STRATEGIES

Objective 1: Make North Bend a Desirable Place to Do Business

Pursue actions that entice and support businesses and build upon North Bend's brand and identity

- Improve development services for prospective businesses & small-scale developers, especially those within the recreation, technology, and medical/health care economies
- Improve resources for, and communication with, existing businesses owners that will strengthen their operations

Metrics to consider:

- *Time to achieve building and occupancy permits*
- *Number of sector-specific incentives provided*
- *Number of existing businesses receiving support services*

Strategies

1. Create a Development Guide and Dedicated Support Services for Small Businesses and Developers to Encourage Targeted Development

To encourage incremental development, the creation of an easy-to understand guide and designated staff support will help facilitate the development review process for smaller developers and businesses.

In addition, clarification of incentives offered to targeted development types that meet specific requirements will improve transparency, predictability, and desirable development outcomes for both the city and small-scale developers.

2. Enhance Presence of Marketing Materials to Attract Prospective Businesses

Creating marketing materials will help promote North Bend and attract targeted sectors such as light manufacturing, technology, incubator space, and/or health care. This may include sharing the available inventory of properties suitable for businesses, demographic trends, and retail leakage data through one-page summaries, robust marketing packets, or a targeted website.

3. Partner with Downtown Business Community to Identify and Pursue Projects and Programs Aimed at Enhancing Downtown as a Destination

The recent completion of a downtown Form Based Code in 2021, and a stronger partnership with the North Bend Downtown Foundation established in 2023, have set the stage for continuing improvements and enhancing downtown as a destination.

Pursuing designation as a Main Street Community will bring added awareness to the city and its downtown and build organizational capacity to pursue programs that will further engage downtown businesses, boost economic vitality, and increase sense of place in and around downtown.

Objective 2: Strengthen & Diversify Economic Base

Increase the number and type of businesses located within the city to better match demand for services

- Increase information and resources to facilitate (re)development of priority vacant or underused properties within existing infrastructure footprint
- Extend, acquire, or upgrade infrastructure needed to develop vacant or underutilized parcels in appropriately zoned areas

Metrics to consider:

- *Jobs/housing ratio*
- *Commercial acres readily developable*
- *Property tax revenue by geographic area or by zone type*
- *B&O and/or sales tax receipts*
- *Retail/commercial vacancy rate*
- *Number of active business licenses*
- *Property and sales tax revenue estimates per acre for commercial and industrial areas*

Strategies

4. Continue Addressing Critical Infrastructure Needs Including Water, Sewer, and Streets

Addressing critical infrastructure needs will encourage development that matches current zoning expectations within the Urban Growth Area. Three main areas of focus include:

- Continue pursuing the recently formed Utility Local Improvement District (ULID) and build out of sewer infrastructure in the Meadowbrook area west of downtown
- Ensuring appropriate water allocation to all commercial properties on East North Bend Way to mitigate the impact of Sallal Water's moratorium
- Continue pursuing funding and implementation strategies for improvements to North Bend Way identified in the concurrent North Bend Way Complete Streets Plan

5. Develop and Market a Prioritized Inventory of Redevelopment Opportunities in the Downtown Core

Creating an inventory of vacant and underutilized parcels will help the city define priority locations for redevelopment and signal the city's desire to pursue redevelopment at these locations to create additional commercial, office, or housing opportunities.

The City may also consider additional incentives or seek public and/or private investments to accelerate desirable redevelopment for targeted sites.

6. Convene a Team of Stakeholders and Create a Redevelopment Strategy for Trucktown and Surrounding Properties at Exit 34

Convening a team of private and public stakeholders will allow for a coordinated plan to improve the safety and functionality of the truck stop and enhance the appearance of this area that serves as both North Bend's and the Puget Sound's eastern gateway as well as a key location for myriad outdoor recreation opportunities along the Middle Fork and I-90.

7. Partner with Property Owner(s) to Develop a Master Plan for the Outlet Mall

Coordinating with the property owner of the North Bend Premium Outlets to pursue a shared vision will facilitate increased utilization of the land, enhance economic activity, and improve connectivity between the property and the remainder of the city.

Objective 3: Invest in Quality-of-Life Infrastructure, Connectivity, and Activities

Increase community connectivity and vibrancy to foster a strong sense of place and build upon North Bend's brand as a highly livable town and outdoor recreation destination

- Improve physical connections throughout the city, including non-motorized mobility options
- Celebrate and expand upon cultural and historic resources through events, marketing, and art

Metrics to consider:

- *Miles of sidewalk and pathways*
- *Number of attractions or events*
- *Annual number of visitors*

Strategies

8. Partner with Business and Nonprofit Community to Enhance Marketing Strategies to Attract Tourists and Outdoor Enthusiasts

The development of the North Bend Brand Implementation Guidelines in 2018 and the Discover North Bend website in 2021 were important steps to marketing North Bend as an outdoor recreation destination.

Creating or supporting sustained marketing materials, in partnership with others such as the SnoValley Chamber, Snoqualmie Tribe, and Mountains to Sound Greenway, to showcase the city and its surrounding outdoor, historic, and cultural assets will attract more visitors and businesses to the community and further enhance North Bend's position as a regional destination. In addition, the City of North Bend plans to work with these and other partners to promote responsible and sustainable recreation to protect and respect the natural environment for current and future generations to enjoy.

9. Partner with Developers and Property Owners to Complete Hotel at Outlet Mall and Consider Additional Hotel Sites to Encourage Longer Stays in North Bend

Working with key property owners and developers to bring one or more full-service hotels to the community will further increase the community's ability to attract visitors to the city, encourage longer stays, and increase support of local businesses.

10. Advocate for Improved Transit to Better Connect North Bend to the Region

Ensuring the availability of transit to and from North Bend to surrounding communities will help improve safe, affordable, and convenient mobility options for both residents and workers. The City should continue building partnerships with local, regional, and state agencies to improve transit convenience and connectivity.

11. Inventory the Current Network of Sidewalks and Pathways and Identify Key Gaps

Walking and biking are key elements of increasing vitality and quality of life. This is especially true for families with young children in a city that has excellent parks and surrounding recreational assets.

An inventory of sidewalks, trails, and pathways throughout North Bend and the development of a citywide bicycle and pedestrian plan will identify both key gaps in the existing network and opportunities for expansion that should be prioritized for design and construction funding.



**Staff Report and Planning Commission Recommendation for
Updates to the Economic Development Element of the 2024 Comprehensive Plan**

Meeting Date: November 15, 2023

Proponent: City of North Bend

Staff Recommendation: A Motion to recommend City Council approval of the proposed Economic Development Element of the Comprehensive Plan for adoption with the full 2024 Comprehensive Plan Update.

I. Purpose of proposed element:

The City is proposing to update the Economic Development Element of the Comprehensive Plan. The update is part of the broader 2024 periodic update to the North Bend Comprehensive Plan, as required under RCW 36.70A.

The Economic Development Element has been updated based on City Council's adoption of the Economic Development Action Plan (EDAP) on June 6, 2023. Upon adoption of the EDAP by City Council, the Economic Development Commission began the process of revising and updating the element to incorporate the findings and strategies from the EDAP. The Economic Development Commission approved a motion on September 26, 2023, to forward the Element to the Planning Commission. The element has three main components:

- Statistics and data that summarizes North Bend's economy. This includes population trends and growth from 2010 and 2022; employment growth and trends from 2000 to 2021; and sales and property tax growth from 2012 to 2021; and assessed valuation of property and construction from 2013 to 2022.
- An overview of the strengths and weaknesses of North Bend's economy. This includes vital infrastructure that is needed to support commercial and residential growth, redevelopment opportunities that would catalyze economic opportunity for residents and businesses, and the unique position North Bend plays as a center for outdoor recreation and innovation.
- Goals and strategies to address identified weaknesses and harness North Bend's strengths to foster opportunity for businesses and residents. The element draws from the EDAP's four objectives and twelve strategies, and each strategy includes the city's roles, key partner(s), timeline, and resources for implementation. Moreover, the EDAP identifies proposed metrics to measure the effectiveness of strategy implementation and support continuous improvement.

All comments received for the element will be considered and incorporated for Planning Commission consideration.

The element was introduced to the Planning Commission at their October 18, 2023, meeting. A public hearing will be held on November 15, 2023.

A clean version of the draft element is attached as Exhibit A of this staff report, and a redline version, showing all amendments and comments describing changes, is attached as Exhibit B.

II. Impacts of Proposed Amendment

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

1. **Environmental Impacts.** Negative environmental impacts are not anticipated from the updated Economic Development Element. Positive environmental impacts from implementation of the Elements result from implementing the goals, objectives and strategies in this Element through the North Bend Municipal Code. State Environmental Policy Act review will be conducted for the Comprehensive Plan which will provide opportunity for further consideration of environmental impacts of the Comprehensive Plan including this Element, prior to its adoption in 2024.
2. **Economic Impacts.** The updated Elements will not have negative economic impacts on businesses and property owners within the community. Instead, because the EDAP was developed and supported by the community, the Element will have a positive impact by addressing weaknesses and harnessing strengths to protect North Bend's natural surroundings will provide job opportunity and recreational amenities for North Bend residents and businesses.
3. **Cultural Impacts.** No significant cultural impacts are anticipated from the Element. Specific projects derived from the objectives and strategies will be subject to cultural resource reviews as appropriate, which will plan for addressing potential cultural resource impacts. State Environmental Policy Act review will be conducted for the Comprehensive Plan which will provide opportunity for further consideration of cultural impacts of the Comprehensive Plan including these Elements, prior to its adoption in 2024.
4. **Impacts to Surrounding Properties.** The Element applies City-wide and not specific to individual properties. Future projects that are located on and/or adjacent to specific properties will be subject to public notification and permitting requirements, which will include evaluation of potential impacts to such properties consistent with State Environmental Policy Act review and review against City development regulations at the time of application and review for such projects.

III. Compatibility of Proposed Element with North Bend Comprehensive Plan

In accordance with NBMC 20.08.080, the proposed updated Element follows the other elements of the Comprehensive Plan by ensuring Best Available Science and Best Management Practices are being implemented consistent with state standards. Further coordination and evaluation for consistency will occur upon development of updates to other elements of the City's Comprehensive Plan for the 2024 periodic update, including the Land Use Element and Housing Element. The City will conduct a compatibility review of all elements prior to adoption of the periodic Comprehensive Plan update in 2024.

IV. Compatibility of Proposed Element with the North Bend Municipal Code (NBMC)

In accordance with NBMC 20.08.080, Comprehensive Plan updated Element must be evaluated for compliance with the North Bend Municipal Code. The proposed Element is compatible with

the North Bend Municipal Code and are being prepared consistent with the amendment procedures in NBMC 20.08.

V. Planning Commission Analysis:

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

1. Is the issue already adequately addressed in the Comprehensive Plan?
No. An update to the Element is required by state law (see below).
2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?
Yes. The proposed update to the Economic Development Element is necessary to ensure consistency with requirements of the Growth Management Act (GMA) and Puget Sound Regional Council (PSRC), as a required component of the City's periodic major update to the Comprehensive Plan due in 2024. Consistency with the GMA and PSRC Vision 2050 is required for certification of the City's Comprehensive Plan by PSRC for eligibility for various state and federal grants, which the City may rely on to fund projects identified that have shoreline or critical areas. Without such certification and use of grants, the City would need to fund a much larger share of the cost of these improvements.
3. Is the proposed change the best means for meeting the identified public need?
Yes.
4. Will the proposed change result in a net benefit to the community?
Yes. The updated Economic Development Element will provide greater economic benefit to local residents and businesses and address the North Bend's weaknesses and enhance its strengths for future generations.

VI. Summary Findings:

1. Pursuant to RCW 36.70A.106, the draft Element will be forwarded to the Department of Commerce - Growth Management Services.
2. State Environmental Policy Act Review will occur for the 2024 Comprehensive Plan updates as a whole, including Economic Development Element, at a later date. SEPA Determination will be required prior to final adoption by Council of the Comprehensive Plan.
3. A public hearing was held by the Planning Commission on November 15, 2023. A notice for this Public Hearing was published in the Valley Record on DATE. Comments if received will be attached hereto as Exhibit C.
4. The proposed amendments are consistent with the procedures established in NBMC 20.08, *Comprehensive Plan and Development Regulations Amendment Procedures*.
5. The proposed amendments are consistent with and effectively carry out the policies of the Comprehensive Plan.

CONCLUSION AND STAFF RECOMMENDATION:

Based on findings above, Staff recommends approval of the proposed Economic Development Element of the Comprehensive Plan, attached as Exhibit A.

PLANNING COMMISSION RECOMMENDATION

Based on the findings above and public comments received, the North Bend Planning Commission recommends **approval** of the proposed update to the Economic Development Element of the Comprehensive Plan, attached as Exhibit A.

Exhibit A: Draft Element (Clean Version)

Exhibit B: Draft Element (Redline Version showing edits and comments)

Exhibit C: Written public comment

Exhibit B: Draft Economic Development Element (Redline)

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The gateway to countless recreational adventures and outdoor experiences in the Washington Cascades and Snoqualmie Valley, at the foot of prominent Mt. Si and just 30 miles east of Seattle, North Bend is experiencing a period of unprecedented interest as a place to live, work, shop, and play.

North Bend is experiencing increasing development pressure that will continue for the foreseeable future as the Puget Sound region continues to thrive and quality of life becomes a chief factor in residential and business decisions. This critical period of growth presents both challenges and opportunities for North Bend that merit attention and understanding to inform decisions and direct growth in a way that best meets the needs and desires of the community.

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Easy to Reach...Hard to Leave.

B.1.b. 2008 Downtown Master Plan

The [Downtown Master Plan](#) recommended short and long-term improvements to establish Downtown North Bend as a vibrant commercial district while maintaining its small town character. Action items were developed and organized to fall under **nine 9** goals. Many proposed action items have been completed, such as establishing the North Bend Downtown Foundation, creating a form-based code, and completing roundabouts along North Bend Way at Park St and Cedar Falls Way.

The Master Plan includes many additional recommendations and conceptual sketches that remain relevant today, such as the desire to improve the appearance and function **of** McClellan Street, improving the connection between North Bend Way and the train depot, and creating a graduated gateway to downtown along Bendigo to better connect interstate-adjacent retail areas to the historic center.

B.1.c. 2018 Brand Implementation Guidelines

The Brand Implementation Guidelines ensure the city's brand and vision are integrated into the City's decision-making process. The Guidelines include 8 "spokes" – themes that are important considerations in all decisions made by the city. Each agenda bill going to City Council includes the relevant spoke(s) to help inform and guide decision making. This document also establishes a new brand statement for the city:

We are a highly livable small town that is the premier outdoor recreation destination in the Puget Sound Region.

The Guidelines include recommended strategies and action items that are organized under the 8 spokes. One relevant action item that has been completed is developing an economic profile and performing a retail leakage analysis – completed in both 2018 and 2023.

B.1.d. 2018 Economic Profile

The [Economic Profile](#) provided the city with a snapshot of important economic and demographic data and analysis to guide future economic development efforts. The Economic Profile provides important historic data points that help establish baselines and/or trend lines for key metrics such

as taxable retail sales, sales tax revenues, income levels, commute and travel patterns, and commercial vacancy rates.

The Profile also includes potential policies and broad-brush actions organized under strategic focus areas as well as key characteristics, challenges, and opportunities for each of the primary commercially-zoned areas of the city. Relevant policies include ensuring development standards are clear and predictable, providing more housing opportunities near employment, and developing a more diverse tax base by expanding commercial business opportunities and attracting more visitors to downtown who are visiting nearby recreation and cultural destinations.

B.1.e. 2023 Economic Development Action Plan

The Economic Development Action Plan considers and builds upon the findings from the previous documents outlined above, as well as information from an updated economic profile and retail leakage analysis included in the Action Plan.

The Action Plan establishes a vision and five goals for economic development and captures primary issues and challenges established from data analysis and conversations with key stakeholders, including commercial property and business owners, existing and prospective developers, City Council and staff, and implementation partners such as the SnoValley Chamber of Commerce and North Bend Downtown Foundation.

The Action Plan identifies four objectives that support and build upon the vision and goals and identify potential metrics the city may baseline and track to help measure success and monitor trends. Finally, the Action Plan identifies 12 recommended actions that 1) respond to one or more of the identified challenges and 2) align with the Action Plan's goals and objectives. Each strategy includes a brief description, the city's role, key partner(s), rough timeline, and relative resource needs.

B.2 RECENT MAJOR ACCOMPLISHMENTS

The City has completed or made significant progress on several strategies included in the last update of the Economic Development Element in 2015. These accomplishments include:

- Downtown Streetscape Improvements (2017)
- Completion of Brand Implementation Guidelines (2018)
- Adoption of Downtown Form Based Code (2021)
- Launch of Discover North Bend website (2021)

In addition, there are many initiatives underway that are contributing to advancing existing and new economic development strategies. These include:

- Design of improvements to William H Taylor Park and Riverfront Park.
- Conceptual design of North Bend Way "complete street" to improve access for all modes of transportation.
- Agreement with Sallal Water Association to allow for access to water for properties on North Bend Way in eastern half of city.

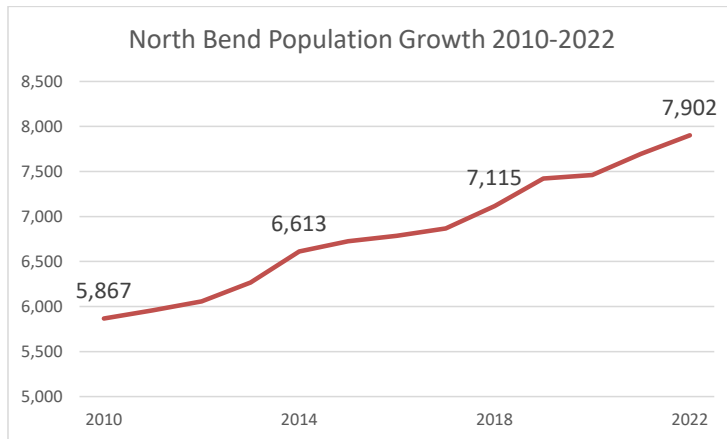
- Establishment of a funding plan to extend sewer to properties west of downtown
- Expansion of a wastewater treatment facility.
- Strengthened partnerships with SnoValley Chamber of Commerce and North Bend Downtown Foundation.
- Strengthened partnerships with the Snoqualmie Tribe and other affected tribes whose ancestral lands includes the City of North Bend.

A complete status of strategies from the 2015 Economic Development Element is included in the appendix TBD.

B.3 ECONOMIC DATA PROFILE

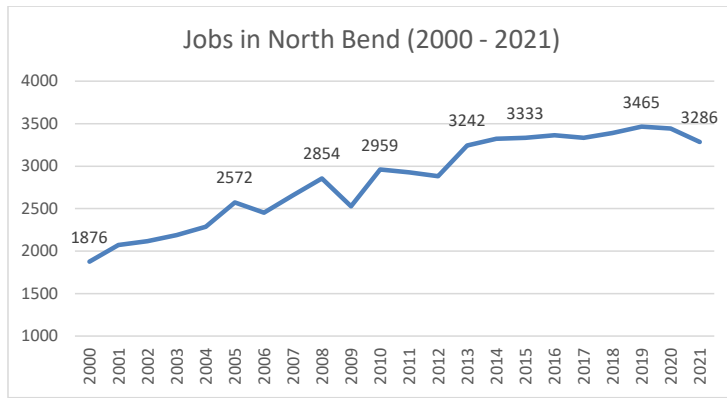
Population

The U.S. Census listed North Bend's population at 7,902 as of July 1, 2022. The chart shows population growth since 2010, an increase of 35%. This period experienced relatively high growth due to pent-up demand triggered by insufficient water rights and a development moratorium from 1999 – 2009.



Employment Information

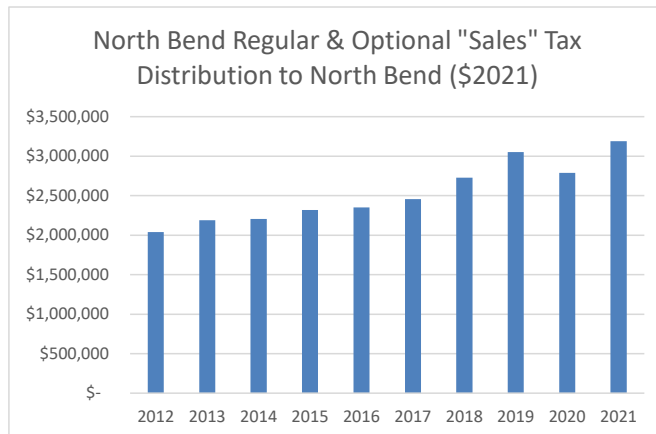
Puget Sound Regional Council publishes the number of jobs in North Bend by year. Jobs in North Bend have increased from less than 2,000 in 2000 to over 3,300 beginning in 2014. Job growth dipped slightly in 2020 and 2021, likely stemming from response to the pandemic.



Visitor Information

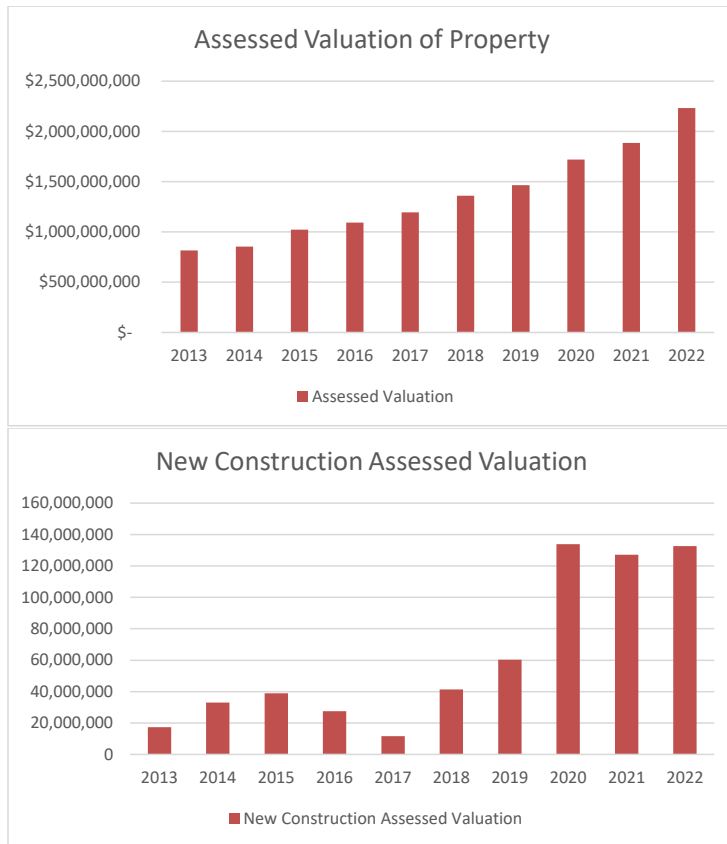
Sales Tax Information

The Washington State Department of Revenue publishes sales tax distribution information. This data demonstrates North Bend's sales tax growth between 2012 and 2021 – a 56% increase over this 10-year period, adjusted for inflation.

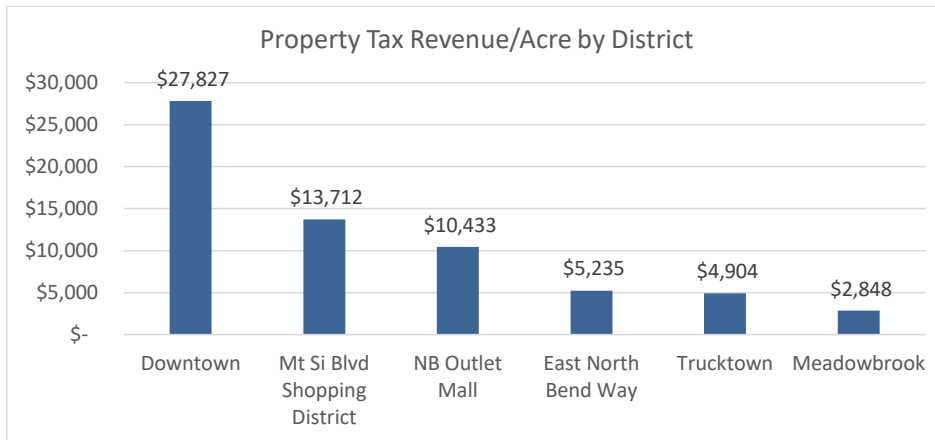


Property Valuation and Tax Information

Property valuation data between 2013-2021 was collected from the Washington State Department of Revenue and a Property Tax Presentation compiled by the city in 2021. The charts below show assessed valuation of property in North Bend and the assess valuation of new construction by year – both indicating the strong growth in North Bend in recent years.



Property tax data was collected for all commercially-zoned properties in North Bend using [King County iMap](#). The chart below shows total revenue/acre by geographic district. On a per acre basis, downtown's compact building form creates relatively high property tax revenues relative to other commercial areas. This data may justify a higher level of public spending in the downtown area and indicates opportunity for higher property tax revenues in commercial areas that have vast parking lots or under-developed property.



B.4 COMMERCIAL DISTRICTS

This section provides a brief description of the primary commercial districts in North Bend and provides additional context for some of the strategies outlined in Section C.

Downtown Commercial and Historic District



(Insert map of zone)

Downtown North Bend continues to be the community's heart and core. Since 2015, many new businesses have opened and filled vacancies along North Bend Way, Main Ave, and 2nd Street. Vacancies and redevelopment opportunities remain that could lead to additional commercial and residential growth in downtown. To better understand these opportunities, a first step will be to develop a prioritized list of "opportunity sites" and consult with property owners and other stakeholders about possible redevelopment plans.

Exit 31 - South Fork Interchange



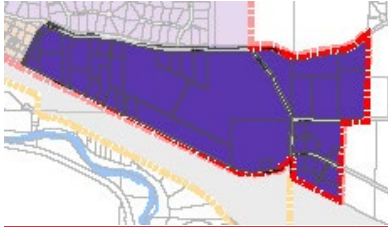
(Insert Map)

The South Fork Interchange area includes the North Bend Premium Outlet Mall, Mt Si Shopping Center, freeway-oriented services. It also functions as a vital gateway to downtown via Bendigo Boulevard. The 2008 Downtown Master Plan establish an attractive streetscape and “graduated gateway” concept for this corridor that should continue to be pursued. These plans promote a visual and physical connection between the downtown commercial district, the Snoqualmie River, and businesses near the freeway. These enhancements will help provide a welcoming gateway from the freeway to downtown, improve walking and biking paths along Bendigo Boulevard, and enhance connectivity to neighborhoods on the south side of the interstate.

Strategies for this area include pursuing a plan for a new hotel within the footprint of the Outlet Mall and pursuing broader redevelopment plans of the Outlet Mall to bring new vibrancy to the property, increase tax revenues, and address vacancies and underutilized parking areas.

A new roundabout at Bendigo and Mt Si Boulevard as well as a proposed new street extending South Fork Ave to the north and west and connecting to North Bend Way will have significant impacts on this area.

Exit 34 – Trucktown

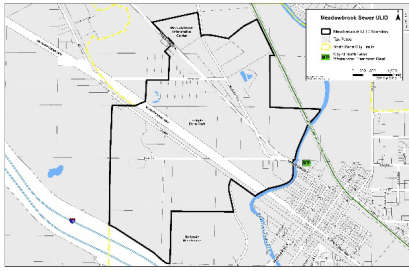


(Insert Map)

The area near Exit 34 currently contains a large truck stop. The truck stop is currently undersized and ill-configured for its current level of use leading to underutilized space and frequent parking of trucks along the on and off ramps to the freeway.

There is longer-term strategy to convene key regional stakeholders, including the owner of the truck stop, WSDOT, Port of Seattle, and King County, to explore opportunities to improve the availability and safety of truck stop facilities while also allowing for additional economic development opportunities that build upon this key gateway to the Puget Sound and the area's proximity to innumerable recreation options along the I-90 corridor and the Middle Fork Natural Area.

Meadowbrook



(Insert Map)

The formation of a utility improvement district will allow for the extension of sewer services to many commercially zoned properties on city's west side providing new opportunities for appropriately scaled manufacturing, office, and retail space.

C. ECONOMIC DEVELOPMENT GOALS, OBJECTIVES, AND STRATEGIES

C.1 BACKGROUND

The goals, objectives, and strategies within this Economic Development Element are based upon the recently completed Economic Development Action Plan and reflect the hard work of the Economic Development Commission, City Council, and numerous community stakeholders.

Goals are high-level outcomes the city aspires to achieve. Objectives support the goals, add detail, and include a set of potential metrics that City may baseline and track to measure success and monitor trends.

Each objective is followed by 3-4 strategies (or policies) that align to their respective objective, respond to one or more of the primary challenges identified within the Economic Development Action Plan, and establish the basis for economic development initiatives carried forward by the city and its partners. These objectives and strategies can be used to further develop the city's economic development work program and guide policy decisions by staff and elected officials.

C.2. GOALS

Goal 1: Healthy, Thriving Businesses

Businesses are successful in North Bend and can access City services with predictability and consistency.

Goal 2: Fiscal Sustainability

The City of North Bend is able to meet its financial obligations, promotes efficient development, and creates the conditions for development to be successful.

Goal 3: Leverage Tourism, Arts & Culture, & Recreation Opportunities

Utilize the area's natural resources as well as arts, cultural, and recreation assets to attract both visitors and potential residents.

Goal 4: Improve Accessibility of Downtown, Commercial Districts, & Neighborhoods

Make the community safe for pedestrians of all ages and abilities to traverse the community on foot or bicycle.

A fifth goal, Increase Housing Opportunity, was identified in the Economic Development Action Plan. The Housing Element outlines the policies and strategies to address this goal.

C.3. OBJECTIVES AND STRATEGIES

Objective 1: Make North Bend a Desirable Place to Do Business

Pursue actions that entice and support businesses and build upon North Bend's brand and identity

- Improve development services for prospective businesses & small-scale developers, especially those within the recreation, technology, and medical/health care economies

- Improve resources for, and communication with, existing businesses owners that will strengthen their operations

Metrics to consider:

- *Time to achieve building and occupancy permits*
- *Number of sector-specific incentives provided*
- *Number of existing businesses receiving support services*

Strategies

1. Create a Development Guide and Dedicated Support Services for Small Businesses and Developers to Encourage Targeted Development

To encourage incremental development, the creation of an easy-to understand guide and designated staff support will help facilitate the development review process for smaller developers and businesses.

In addition, clarification of incentives offered to targeted development types that meet specific requirements will improve transparency, predictability, and desirable development outcomes for both the city and small-scale developers.

2. Enhance Presence of Marketing Materials to Attract Prospective Businesses

Creating marketing materials will help promote North Bend and attract targeted sectors such as light manufacturing, technology, incubator space, and/or health care. This may include sharing the available inventory of properties suitable for businesses, demographic trends, and retail leakage data through one-page summaries, robust marketing packets, or a targeted website.

3. Partner with Downtown Business Community to Identify and Pursue Projects and Programs Aimed at Enhancing Downtown as a Destination

The recent completion of a downtown Form Based Code in 2021, and a stronger partnership with the North Bend Downtown Foundation established in 2023, have set the stage for continuing improvements and enhancing downtown as a destination.

Pursuing designation as a Main Street Community will bring added awareness to the city and its downtown and build organizational capacity to pursue programs that will further engage downtown businesses, boost economic vitality, and increase sense of place in and around downtown.

Objective 2: Strengthen & Diversify Economic Base

Increase the number and type of businesses located within the city to better match demand for services

- Increase information and resources to facilitate (re)development of priority vacant or underused properties within existing infrastructure footprint
- Extend, acquire, or upgrade infrastructure needed to develop vacant or underutilized parcels in appropriately zoned areas

Metrics to consider:

- *Jobs/housing ratio*
- *Commercial acres readily developable*
- *Property tax revenue by geographic area or by zone type*
- *B&O and/or sales tax receipts*
- *Retail/commercial vacancy rate*
- *Number of active business licenses*
- *Property and sales tax revenue estimates per acre for commercial and industrial areas*

Strategies

4. Continue Addressing Critical Infrastructure Needs Including Water, Sewer, and Streets

Addressing critical infrastructure needs will encourage development that matches current zoning expectations within the Urban Growth Area. Three main areas of focus include:

- Continue pursuing the recently formed Utility Local Improvement District (ULID) and build out of sewer infrastructure in the Meadowbrook area west of downtown
- Ensuring appropriate water allocation to all commercial properties on East North Bend Way to mitigate the impact of Sallal Water's moratorium
- Continue pursuing funding and implementation strategies for improvements to North Bend Way identified in the concurrent North Bend Way Complete Streets Plan

5. Develop and Market a Prioritized Inventory of Redevelopment Opportunities in the Downtown Core

Creating an inventory of vacant and underutilized parcels will help the city define priority locations for redevelopment and signal the city's desire to pursue redevelopment at these locations to create additional commercial, office, or housing opportunities.

The City may also consider additional incentives or seek public and/or private investments to accelerate desirable redevelopment for targeted sites.

6. Convene a Team of Stakeholders and Create a Redevelopment Strategy for Trucktown and Surrounding Properties at Exit 34

Convening a team of private and public stakeholders will allow for a coordinated plan to improve the safety and functionality of the truck stop and enhance the appearance of this area that serves as both North Bend's and the Puget Sound's eastern gateway as well as a key location for myriad outdoor recreation opportunities along the Middle Fork and I-90.

7. Partner with Property Owner(s) to Develop a Master Plan for the Outlet Mall

Coordinating with the property owner of the North Bend Premium Outlets to pursue a shared vision will facilitate increased utilization of the land, enhance economic activity, and improve connectivity between the property and the remainder of the city.

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Objective 3: Invest in Quality-of-Life Infrastructure, Connectivity, and Activities

Increase community connectivity and vibrancy to foster a strong sense of place and build upon North Bend's brand as a highly livable town and outdoor recreation destination

- Improve physical connections throughout the city, including non-motorized mobility options
- Celebrate and expand upon cultural and historic resources through events, marketing, and art

Metrics to consider:

- *Miles of sidewalk and pathways*
- *Number of attractions or events*
- *Annual number of visitors*

Strategies

8. Partner with Business and Nonprofit Community to Enhance Marketing Strategies to Attract Tourists and Outdoor Enthusiasts

The development of the North Bend Brand Implementation Guidelines in 2018 and the Discover North Bend website in 2021 were important steps to marketing North Bend as an outdoor recreation destination.

Creating or supporting sustained marketing materials, in partnership with others such as the SnoValley Chamber, Snoqualmie Tribe, and Mountains to Sound Greenway, to showcase the city and its surrounding outdoor, historic, and cultural assets will attract more visitors and businesses to the community and further enhance North Bend's position as a regional destination. In addition, the City of North Bend plans to work with these and other partners to promote responsible and sustainable recreation to protect and respect the natural environment for current and future generations to enjoy.

9. Partner with Developers and Property Owners to Complete Hotel at Outlet Mall and Consider Additional Hotel Sites to Encourage Longer Stays in North Bend

Working with key property owners and developers to bring one or more full-service hotels to the community will further increase the community's ability to attract visitors to the city, encourage longer stays, and increase support of local businesses.

10. Advocate for Improved Transit to Better Connect North Bend to the Region

Ensuring the availability of transit to and from North Bend to surrounding communities will help improve safe, affordable, and convenient mobility options for both residents and workers. The City should continue building partnerships with local, regional, and state agencies to improve transit convenience and connectivity.

11. Inventory the Current Network of Sidewalks and Pathways and Identify Key Gaps

Walking and biking are key elements of increasing vitality and quality of life. This is especially true for families with young children in a city that has excellent parks and surrounding recreational assets.

An inventory of sidewalks, trails, and pathways throughout North Bend and the development of a citywide bicycle and pedestrian plan will identify both key gaps in the existing network and opportunities for expansion that should be prioritized for design and construction funding.

F.1 ECONOMIC DEVELOPMENT GOALS

Goal 1: Advance the revitalization of the downtown commercial area as the historic center and heart of the community.

Goal 2: Create public and private opportunities for economic development that encourage and enable redevelopment of underperforming commercial sites.

Goal 3: Support the development of commercial services and attractions that serve tourism and strengthen the North Bend Brand and Vision.

Goal 4: Encourage retention and recruitment of business and industry which provide living wage employment.

F.2 GOALS AND POLICIES

ED—Goal 1: Advance the revitalization of the downtown commercial area as the historic center and heart of the community.

Policies:

ED—1.1 — Develop an architectural design plan for the downtown commercial core consistent with the City's Downtown Master Plan and Design Standards.

ED—1.2 — Prepare a Downtown streetscape plan, which provides for community gathering spaces, connected sidewalks and trails, healthy and attractive landscaping and pedestrian amenities that promote human interaction and activity.

ED—1.3 — Encourage a diverse mix of commercial and residential uses within the Downtown Core to strengthen pedestrian interaction and activity.

ED—1.4 — Encourage multi-use projects that incorporate street level retail with office and residential above.

ED—1.5 — Market the area's extensive natural amenities, public lands, and open spaces to develop strategies that encourage tourism and promote viability of the downtown to the tourist.

ED 1.6 Work with the existing power utilities to eliminate overhead power lines in the downtown commercial area.

ED 1.7 Encourage a bike friendly environment throughout the City to support multi-modal transportation network.

ED 1.8 Continue to encourage the revitalization of the Commercial Historic District through promotion of existing incentives including Special Evaluation Tax, Historic Rehabilitation Credits, Public Benefit Rating System, Façade Assistance Grants, special low interest loans and historic preservation grant opportunities.

ED Goal 2: Create public and private opportunities for economic development that encourage and enable redevelopment of underperforming commercial sites.

Policies:

ED 2.1 Seek private and/or public investments to address under performing commercial sites.

ED 2.2 Continue to pursue innovative transit options with other organizations within the Snoqualmie Valley as a means to promote economic development and tourism.

ED 2.3 Encourage the downtown merchants, building owners, and other groups to pursue creative revitalization strategies and funding.

ED Goal 3: Support the development of commercial services and attractions that serve tourism and strengthen the North Bend Brand.

Policies:

ED 3.1 Continue to strengthen the North Bend Brand and Brand Statement.

ED 3.2 Collaborate with tourism oriented groups such as the Snoqualmie Valley Chamber of Commerce, Meadowbrook Farm Preservation Association, Puget Sound Railway Association, Snoqualmie Valley Historical Museum, Washington Trails Association, the US Forest Service, Mountains to Sound Greenway, Snoqualmie Tribe, City of Snoqualmie and others as appropriate.

ED 3.3 Expand and develop a design plan and maintenance program for each of the City's gateways that provides a strong welcoming feeling of arrival.

ED 3.4 Promote Mt. Si and the Snoqualmie River as a community economic asset which can be integrated into projects along the Snoqualmie River through architectural and landscape elements.

ED 3.5 Support the promotion of the City through special events such as local festivals.

ED Goal 4: Encourage retention and recruitment of business and industry which provide living wage employment.

Policies:

ED 4.1 Promote tourism related industry which will provide local employment within the Employment Parks and appropriate overlay zoning districts.

ED 4.2 Promote employment park development and industry within the EP1 and EP2 zoning districts which provide living wage jobs.

ED 4.3 Promote commercial development at I90 Exit 31 which provide services to local residents and attract visitors.

ED 4.4 Promote commercial development at I90 Exit 34 which will provide services to local residents, attract visitors, and provide tourism related services to recreational users.

ED 4.5 Promote growth of industrial, manufacturing, and tourism activities that provide jobs which pay livable wages.

ED 4.6 Create incentives in the zoning code for projects that produce a higher number of living wage jobs.



Exhibit C: Economic Development Element Public Comments

Comments Received:

- Snoqualmie Tribe (October 23, 2023)



Mike McCarty
Senior Planner
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

Via e-mail to: mmccarty@northbendwa.gov

Re. Snoqualmie Tribe's comments on the draft Economic Development Element of the City of North Bend's proposed Comprehensive Plan update.

Dear Mr. McCarty,

The Snoqualmie Indian Tribe ("Tribe") has reviewed the draft Economic Development Element of the City of North Bend's Comprehensive Plan update ("Draft"). We have separated our comments into two categories: (1) substantive comments, and (2) suggested edits. Please find the Tribe's comments for this section of the Draft:

Substantive Comments

1. Page 2 - A. INTRODUCTION AND PURPOSE – consider adding the word “sustainability” to the sentence. The purpose of the Economic Development Element is to establish local goals, policies, objectives, and provisions for pursuing economic growth, community vitality, *sustainability*, and a high quality of life for North Bend.
2. Page 14 – strategies (#8) – please include the Snoqualmie Tribe in this. The City needs to include the Snoqualmie Tribe as a critical partner in providing input on marketing strategies to attract tourists and outdoor enthusiasts. Tribal inclusion will help to prevent promoting inappropriate or unplanned recreational uses that may adversely impact tribal ancestral lands and cultural resources. Furthermore, the Tribe should be included as a critical partner in the City's plans for educating visitors regarding how they may recreate with respect to the Tribe and its ancestral lands in the North Bend area.
3. We request that the City acknowledge that economic development must not occur at the expense or detriment of tribal archaeological sites and cultural resources, as so many historical economic activities in the City have done so
4. Page 4-5 - B.2 RECENT MAJOR ACCOMPLISHMENTS - We recommend the following changes that are italicized:
 - a. Establishment of *a* funding plan to extend sewer to properties west of downtown



- b. Expansion of a wastewater treatment facility that can handle increased development and treat water to the highest practicable water quality standards.
- c. Strengthened partnerships with the Snoqualmie Indian Tribe and other affected tribes whose ancestral lands includes the City of North Bend

Suggested Edits

1. Page 2 (B) Economic Context – Capitalize “City” in the first sentence of the third paragraph.
2. Page 3 - B.1.b. 2008 Downtown Master Plan. Please strike “9” and replace with “nine.”
3. Page 3 - B.1.b. 2008 Downtown Master Plan, second paragraph, add the word “of” after function. “and function of McClellan Street...”
4. Page 5 – remove the wording “A complete status of strategies from the 2015 Economic Development Element is included in the appendix - TBD.”
5. Page 8 – remove wording under map “Insert map of zone.”
6. Page 9 – remove “insert map” wording under the map.
7. Page 10 – remove “insert map” wording under both maps.
8. The 2015 economic development elements listed in the appendix should be removed.

The Snoqualmie Indian Tribe appreciates the opportunity comment on this important component to the Comprehensive Plan. We welcome any questions or clarification you have on these comments.

Sincerely,

DocuSigned by:

Cindy Spiry

Cindy Spiry, Director

Env. and Natural Resources Dept.

DocuSigned by:

Steven Moses

Steven Moses, Director

Archaeology & Historic Preservation

DocuSigned by:

Jaime Martin

Jaime Martin, Executive Director

Government Affairs and Special Projects

CC: Rob McFarland
RMcFarland@northbendwa.gov Mark Rigos
MRIGOS@NORTHBENDWA.GOV



City Council Agenda Bill

SUBJECT:		Agenda Date: January 16, 2024		AB24-009
Motion Authorizing Contract with West Consultants to Prepare a Phase 1 Floodplain Study		Department/Committee/Individual		
		Mayor Mary Miller		
		City Administrator – David Miller		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – Rebecca Deming		
		Finance –		
Cost Impact: \$35,793 NTE		Public Works – Mark Rigos		X
Fund Source: Storm Drainage Professional Services				
Timeline: Immediate				
Attachments: Work Scope and Fee				
<p>SUMMARY STATEMENT:</p> <p>The City of North Bend is atypical of most cities in King County in that nearly half of North Bend City Limits is located within the 100-year floodplain per the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps (FIRMs). There are several FIRMs for the City of North Bend. The flooding is attributed to Middle Fork Snoqualmie River, South Fork Snoqualmie River, Ribary Creek and Gardiner Creek. The City of North Bend sits in a mountain valley located in very close proximity to those four watercourses. The FIRMs are extremely important because builders, insurance companies, property owners, planning officials, engineers, and many other people rely on this mapping information to accurately characterize flood hazards, and to inform the planning and related efforts for corresponding floodplain activities.</p> <p>The FIRMs have not been substantially updated by FEMA in decades, during which time the hydrology, hydraulics and fluvial geomorphic conditions of the rivers and floodplain areas may have changed in ways that are not accounted for in the original mapping. Minor updates occasionally occur to the FIRMs via project actions triggered by applicants or City requested through a FEMA process of either a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR).</p> <p>The City of North Bend is pursuing this floodplain study, because approximately 15-20 years ago there was rock blasting of several feet at the top of the Snoqualmie Falls performed by the Army Corps of Engineers. As a result of the slight lowering the height of the Falls, the Snoqualmie River's floodplain hydraulic gradient line should become lower for Snoqualmie River, upstream of the Falls. If this were to occur, then the lowered hydraulic gradient line may extend all the way up Middle Fork Snoqualmie River and South Fork Snoqualmie River into the City of North Bend. If that were to be the case, then it's possible the 100-year floodplain could be lowered for downtown North Bend. Additionally, the City has observed far less flooding following large storm events since the blasting occurred compared to the 1996 and 1991 floods where there was significant flooding in downtown areas.</p> <p>The City is interested in evaluating the entire 100-year floodplain in city limits, and if possible to see if the 100-year floodplain can be lowered. There are many benefits to the City and its residents if the 100-year floodplain were eligible to be lowered. It could result in:</p> <ol style="list-style-type: none"> 1. Less expensive insurance rate premiums for properties in the floodplain. 2. Removing some properties from the floodplain. 3. An improved planning tool for new businesses, homes, and school district facilities, among others. 4. Peace of mind for residents and business owners who live or operate in the 100-year floodplain. 5. Less costly measures if/when planning to re-develop properties in the floodplain. 				

City Council Agenda Bill

Phase 1 is a study to see if the lowering of the 100-year floodplain is possible. If applicable, Phase 2 work (not part of this scope) would be to analyze and calculate all of the river modeling and permitting work necessary in order to gain approval from FEMA to lower the floodplain. Phase 2 could result in all flood hazard boundaries changing within the City. There are some grant opportunities for the City for Phase 2 if Phase 1 results shows a reason to move forward.

The City used WEST Consultants for floodplain analysis several years ago and had a positive experience. WEST was able to successfully change an unknown flood hazard area (Area A (no Base Flood Elevations (BFEs) determined)) located north of East North Bend Way and east of SE Mt Si Road to a known flood hazard area (Area AE) with determined BFEs. This occurred in approximately the year 2016.

City staff recommend this contract for Phase 1 move forward.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the December 12, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda.

RECOMMENDED ACTION: MOTION to approve AB24-009, authorizing a contract with West Consultants to prepare a Phase 1 Floodplain Study, in an amount not to exceed \$35,793, in a form and content acceptable to the City Attorney.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 16, 2024		

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

December 4, 2023

Subject: Proposal for Preliminary (Phase 1) Review of Flood Hazards and Mapping Studies for the Snoqualmie River Floodplain through the City of North Bend

Dear Mr. Rigos:

We appreciate the opportunity to submit a cost proposal on a time and materials (T&M) basis for a phased assessment of flood hazards and related studies for the Snoqualmie River and corresponding floodplain areas through the City of North Bend (City). The City and corresponding floodplain areas are located mainly between the South Fork (SF) and Middle Fork (MF) of the Snoqualmie River in King County, Washington (Figure 1). Immediately downstream is the confluence with the North Fork (NF) of the Snoqualmie River.

The Snoqualmie River then flows through the City of Snoqualmie and over Snoqualmie Falls. Currently, there are FEMA Flood Insurance Studies (FIS) on each of these Forks, and also on several tributary and interconnecting watercourses. These FEMA studies are now several decades old, resulting in changes to the river channels and/or floodplain areas over time (i.e. geomorphic riverine changes and/or from development in floodplain areas), and the US Army Corps of Engineering (USACE) has made modifications to Snoqualmie Falls; the cumulative changes over time may represent current flood conditions that are not represented in the older FEMA studies. The City would like to evaluate the available information in order to consider whether the old FEMA flood studies should be updated (e.g. a floodplain re-study).

We propose looking at this in a phased approach; whereby, Phase 1 would include an evaluation of the historic studies and collecting and assessing some targeted current information in order to inform whether the old FEMA studies should be updated; and Phase 2 would then include the re-study, as needed.

The Scope of Work (SOW) proposed here covers Phase 1, and the following provides a brief summary of the proposed work tasks:

- Project Management (Task 1) – includes a kick-off meeting, confirmation of scope, and on-going coordination with City and management of project resources, billing, invoicing etc;
- Floodplain Reconnaissance (Task 2) - Discussions with the City on current and past flood history, a reconnaissance of the floodplain within and around the City areas, and confirmation of locations for targeted channel surveys (see subsequent task);
- Channel Data/Surveys (Task 3) – review of historical USGS gauging measurements (Task 3a), and then coordinate with the City for completion of additional river channel surveys (Task 3b), as needed;

WASHINGTON
 12509 Bel-Red Rd, Ste 100
 Bellevue, WA 98005-2535
 (425) 646-8806

CALIFORNIA
 11440 W Bernardo Ct, Ste 360
 San Diego, CA 92127-1644
 (858) 487-9378

ARIZONA
 8950 S 52nd St, Ste 210
 Tempe, AZ 85284-1043
 (480) 345-2155

TEXAS
 8951 Cypress Waters Blvd, Ste 160
 Dallas, TX 75019-4784
 (214) 932-3015

OREGON
 2601 25th St SE, Ste 450
 Salem, OR 97302-1286
 (503) 485-5490

101 Parkshore Dr
 Folsom, CA 95630-4726
 (916) 932-7402

33244 S Aguirre Ln
 PO Box 1267
 Red Rock, AZ 85145-1007
 (520) 616-4662

RIVER MEASUREMENT
 A DIVISION OF WEST CONSULTANTS
 811 NE 154th St
 Vancouver, WA 98685-1347
 (360) 571-2290

- Review Existing Models/FIS Information (Task 4) – obtain and review the most-recent FEMA FIS information and studies upstream of Snoqualmie Falls, and assess the applicability of these studies to the current City floodplain, and what (if any) changes in results may occur with a re-study of the current river and floodplain condition; and,
- Reporting (Task 5) - Prepare a Phase 1 report that summarizes the work completed, provides conclusions based on the available information, and outline forward-looking actions including preliminary scope/budget estimates to perform continued technical work, as needed.

Our total estimated cost for completing the work as described is \$23,738 for the scope including Task 3a; if targeted channel surveys are needed as described under Task 3b, then the additional cost of \$12,055 would increase the total to \$35,793.

Please refer to the attached Exhibit A for detailed breakdown of the proposed technical scope/tasks and budgets, and Exhibit B for corresponding cost summary referencing our 2023 Rate Schedule, and the corresponding Agreement (i.e. terms and conditions for WEST Consultants, dated November 15, 2023) for commissioning the work.

Please sign the referenced and attached Agreement to indicate your acceptance of this proposal, and return it to me via email or fax (425-646-0570). If you have any questions or would like to discuss the details, please feel free to call at the office (425-646-8806), or my mobile (425-894-0440).

We very much appreciate the opportunity to work with you and the City of North Bend on this project!

Sincerely,



Andreas Kammereck, PE, Vice President

cc: Ray Walton and Jeff Budnick, WEST

Enclosures: Exhibit A Scope of Work; Exhibit B Cost Estimate referencing our 2023 Rate Schedule, and the corresponding Agreement.

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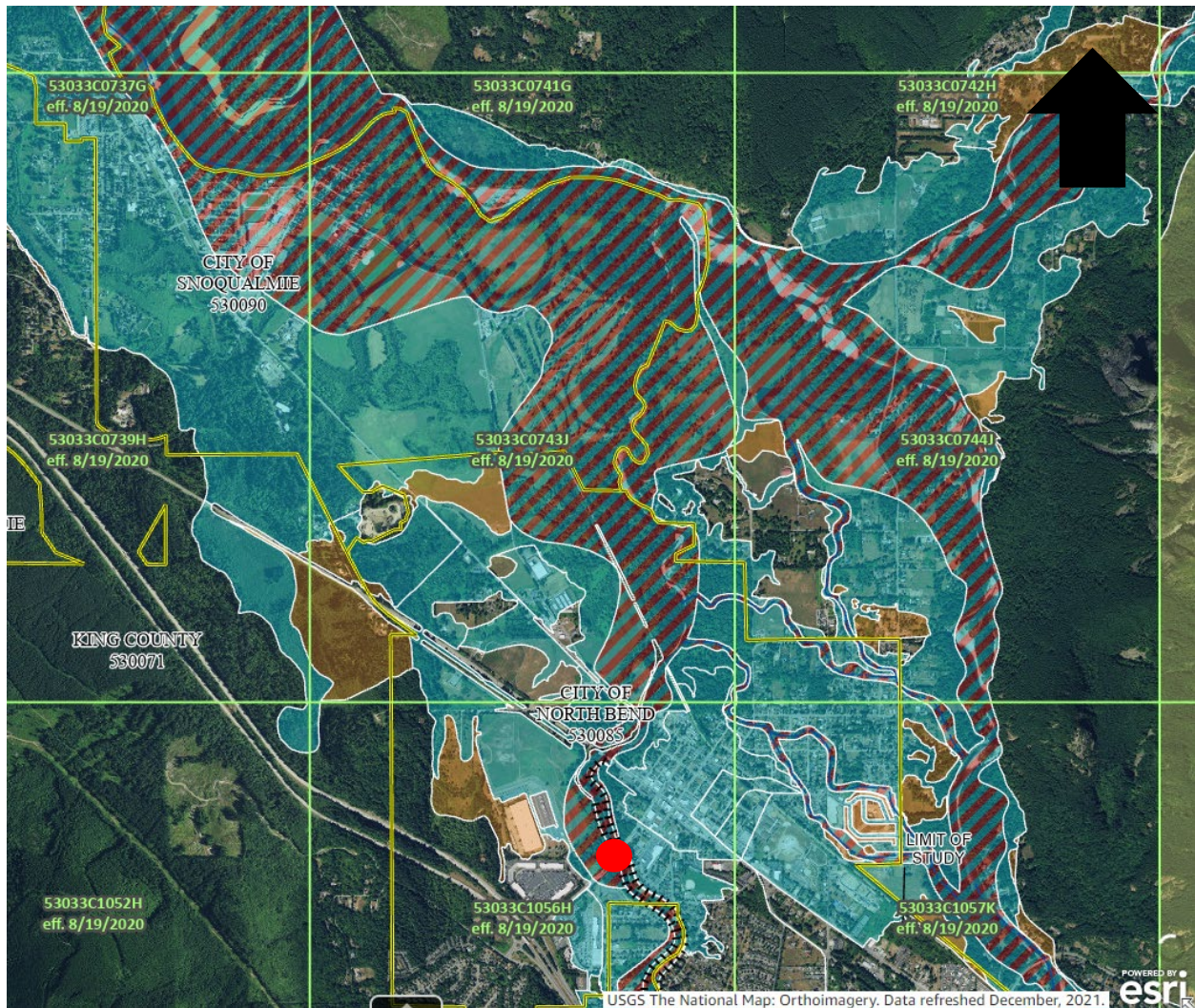
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Figure 1 - Site Plan



Note: Red dot indicated approximate location of the USGS gauge on the SF Snoqualmie River
(https://waterdata.usgs.gov/nwis/inventory/?site_no=12144000)

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Exhibit A: Scope of Work

Background: The following Scope of Work is based on discussions and emails from October 27 and December 4, 2023 with Mark Rigos, Public Works Director at the the City of North Bend (City). The City's floodplain traverses around and through the incorporated boundaries mainly between the South Fork (SF) and Middle Fork (MF) of the Snoqualmie River in King County, Washington. Immediately downstream is the confluence with the North Fork (NF) of the Snoqualmie River. The Snoqualmie River then flows through the City of Snoqualmie and over Snoqualmie Falls. Currently, there are FEMA Flood Insurance Studies (FIS) on each of these Forks and also on several tributary and interconnecting watercourses. These studies are now several decades old; the City has requested WEST complete initial review of the available information and corresponding floodplain conditions. Such an effort would be divided into two phases; in Phase 1, an evaluation of the historic studies would be made to consider whether the studies should be updated, and then a Phase 2 effort would be any restudy, as needed. The Scope of Work (SOW) proposed here covers Phase 1.

Project Extents: The City of North Bend is concerned about the accuracy of FEMA inundation maps covering the city. We also understand that one of their concerns is related to work done by the Corps of Engineers at Snoqualmie Falls that may affect water surface elevations upstream during flood events. Therefore, we recommend that the review study area extend from Snoqualmie Falls to upstream of the City of North Bend along all the watercourses, including the SF, MF and NF Snoqualmie River. It is important to note that a floodplain restudy might have to start at Snoqualmie Falls

Scope of Work: The following provides a summary for the scope and budget to complete continued planning and technical work, as follows:

Task 1, Project Management: Manage project resources, scope, track budget, provide updates on status, facilitate project communications, complete invoicing and billing, and overall review and schedule tracking; Estimated Duration/Effort and Deliverable: On-going communications via email and in teleconferences throughout schedule as defined below, \$1,334.

Task 2, Floodplain Reconnaissance: This task includes a workshop format meeting with the City to discuss the details of this Phase 1 work, and to better understand the City's perspectives on the FEAM effective (i.e. existing) floodplain mapping studies and possible differences between current floodplain conditions relative to the old studies, possible changes in the channel conditions (e.g. sedimentation in the various watercourses), and more details pertaining to the USACOE work at the top of Snoqualmie Falls that may have altered upstream water surface elevations during major floods. WEST will prepare field maps to support and inform a field reconnaissance; and the City and WEST will complete a field reconnaissance to review and assess current floodplain and channel conditions, and to discuss and review historical and current flooding (i.e. understand performance of levees, overbank flows, overflow channels, changes in flooding conditions, etc.). WEST will document the observations and results of the discussions and reconnaissance in an email(s) or similar brief tech memo. Estimated Duration: approximately a half-day to complete the meeting(s) and site visit, and the follow-up summary within a week of the site visit. Estimated Effort: \$2,914.

Task 3, Channel Data/Surveys: This task includes confirming available topographic floodplain and bathymetric channel data, compiling readily available data, and/or acquiring some targeted new data to help inform this scope. One major consideration of this work is whether/how-much the Snoqualmie

River channel elevations (including its Forks) have changed since the effective (old) FEMA studies; which would have a potential impact on riverine capacity and interaction with corresponding floodplain areas. We propose a two-step process for this task, whereby we initially obtain the latest LiDAR coverage of the area, compile the available channel data (from old FEMA Studies), and also acquire and review available USGS gauging measurements at the SF Snoqualmie River (No. 12144000) located approximately in town (see red dot on Figure 1); in order to support evaluation of whether the effective FEMA model sections accurately represent the existing terrain and bathymetry. Review of the historical USGS gauging measurements including repeated surveys of channel geometry and may inform possible trends in channel changes. But, it's often difficult to compile FEMA cross-section information from old hard-copy reports into a format that can be readily compared to current information, and there may be similar challenges with USGS gauging measurements and records, in particular to rectify varying vertical and horizontal datums. This task will compile the available information and determine what can or cannot be readily used (and where new and more current information is needed). This effort is covered under Task 3a.

If the results from this initial review combined with observations from the site reconnaissance (i.e. indicating changing channel morphologies) and the available FEMA studies (i.e. we can find applicable historical channel geometry and cross-sections in the old studies) suggest a trend of changing channel conditions, then we would coordinate with the City on completing targeted surveys at up to five (5) locations; we would then compare the surveys against historical information to assess the extent of changes in the river due to sedimentation or erosion. The channel surveys would be completed by WEST staff, with specific expertise and experience completing channel measurements and surveys. The channel survey work assumes: 1) channel and immediate banks only, no overbank surveying; 2) both LB and RB property owners agree to access; 3) safe working flows; and 4) selection of strategic survey locations that are practical and safe to access and complete the work. WEST would setup control with our RTK GNSS system and tie it to NGS or WSDOT monuments in the area; thereby providing approximately 0.1 ft accuracy both horizontally and vertically. The surveys will resurvey previously surveyed cross sections, where possible. We will initially plan to complete the work by wading the survey measurements, and if boat access is needed we would propose to rent a Hydroner (i.e. a remotely operated small boat that would carry our echosounder and positioning equipment). If channel surveys are needed, we would complete a final logistics and safety review, based on conditions expected to be encountered, and coordinate with the City on final execution of the work. The channel surveys would be covered under Task 3b.

The combined review of available channel geometry information and channel surveys (if needed) would inform conclusions around possible historical trends in channel changes that could be influencing flooding through the City, and thereby also inform planning for future possible actions to characterize those potential changes (i.e. re-study work). Deliverable for this task will include an email summary of the work as described. Estimated Duration: may vary depending on how long it takes to acquire old FEMA documentation and USGS gauging information. Estimated Effort: \$3,494 (Task 3a), and an additional \$12,055 (Task 3b), if needed.

Task 4, Review Models/FIS Information: Task includes WEST obtaining the most-recent FEMA FIS information and related studies upstream of Snoqualmie Falls; we will focus on previously completed studies, i.e. no new analyses are included in this scope at this time. The kind of information we will be looking for includes (but not limited to): system hydrology, hydraulic models, floodplain and floodway mapping (including work maps), and technical data notebooks and reports. We will also obtain relevant data collected by County, State and Federal Agencies (such as the USGS) that have been completed since

the FIS's were performed. We will review the information to evaluate (at a minimum but not limited to) the following types of questions:

- Would extending the hydrology data sets significantly change major flood flows?
- Did the individual studies consider the coincidence of floods from the various Forks to match flows in the Snoqualmie River at Snoqualmie?
- Were the effective hydraulic models adequate in capturing overland flows with the City?
- How could the floodplain characteristics change under a new study?
- Other questions may be identified, based on review of the available information and in discussions and coordination with the City.

Estimated Duration: the duration to complete the task is TBD, pending acquisition of the available information. Estimated Effort: \$7,268.

Task 5, Reporting: Task Putting all of this information and analyses together, we will prepare a Phase 1 report that will recommend whether or not a restudy might significantly change the inundation maps of the area, and if recommended, discuss (1) a potential scope of work, (2) its estimated cost and (3) whether existing State and Federal programs, or other cost sharing measures, could be leveraged to fund such a study. We will meet with the City to discuss these findings and recommendations, and finalize the report to address City comments. Estimated Duration: 2-3 weeks, starting after completion of the previous tasks. Estimated Effort: \$8,728.

Task Budget Summary: The following summarizes the task budget totals:

- Task 1, Project Management: \$1,334;
- Task 2, Floodplain Reconnaissance: \$2,914;
- Task 3, Channel surveys: \$3,494 (Task 3a) and \$12,055 (Task 3b).;
- Task 4, Data/Information Review: \$7,268;
- Task 5, Reporting: \$8,728; and,
- **TOTAL: \$23,738 (for Tasks 1, 2, 3a, 4 and 5), and if Task 3b is engaged, the total cost would increase by \$12,055 for a total of \$35,793.** Note, these estimates are based on current information; we will coordinate with the City if new or changed information requires changes or adjustments to the scope and budgets that are different than originally assumed.

Scheduling: Based on the current scope of work, and pending timely receipt of requested information from FEMA (i.e. studies, reports, work maps, etc.) and archived USGS gauging records for the SF Snoqualmie River gauge, we estimate the work can be completed in approximately 3 months duration. We will coordinate with the City to identify and confirm scheduling milestones relative to the start date of the work (i.e. once notice to proceed is received).

Commissioning of the Work: We propose the work to be commissioned under the WEST Consultants Agreement terms and conditions (Agreement). The work will be invoiced on a time and materials (T&M) basis and for other direct costs (ODC's) using the WEST Consultants 2023 Rate Schedule. We can begin work with your authorization, by signing the attached Agreement. Please advise if the City would like to commission the work under a different contract Agreement.

**Exhibit B: Cost Estimate
(referencing WEST's 2023 Rate Schedule)**

Prepared for: City of North Bend

Revised/Reference: 12/04/2023, WEST001-012, task 000-162-00-00; and using WEST's 2023 Rate Schedule

Prepared by: AQK



			VP	Associate	Senior Engineer	Staff Engineer/GIS	Admin	Lead River Surveyor	River Surveyor	Total Task Hours	ODC's	Totals
TASK	SUB-TASK	DESCRIPTION	Labor Hours									
1		PM	4				2			6		\$1,334.00
2		Field Recon	4	4	2					10	\$150	\$2,914.00
3	a	Review Data/USGS Gauge Records	4			16		2		18	\$50	\$3,494.00
3	b	Channel Surveys	2					31	26	31	\$2,461	\$12,055.00
4		Model/Info Review	4	8	16	4				32		\$7,268.00
5		Reporting	8	16	8					32		\$8,728.00
TOTAL HOURS			26	28	26	20	2	33	26	129	\$2,661	\$35,793.00

B. OTHER DIRECT COSTS (ODC's)				COST
Task	Item			
2	recon mileage	rental		\$150.00
3a	data request/USGS	data transfer		\$50.00
3b	channel survey mileage	=370 X 0.655		\$242.00
3b	Survey boat interfaced with RTK GPS, Robotic TS, and echosounder	=3X \$400/day		\$1,200.00
3b	Per Diem (\$160 hotel, \$59 food)	\$160 hote, \$59 food per day		\$994.00
3b	Survey Supplies	misc		\$25.00
TOTAL OTHER DIRECT COSTS				\$2,661.00

END



2023 Rate Schedule

Position	Rates
Principal	316
Associate	309
Vice President	291
Project Manager 3	266
Project Manager 2	233
Project Manager 1	202
Senior Engineer 2	177
Senior Engineer 1	156
Staff Engineer 2	138
Staff Engineer 1	127
Hydrologist/Scientist 5	179
Hydrologist/Scientist 4	162
Hydrologist/Scientist 3	131
Hydrologist/Scientist 2	108
Hydrologist/Scientist 1	92
Rangeland Specialist	73
Engineering Technician 3	138
Engineering Technician 2	111
Engineering Technician 1	84
Engineer Intern	76
Technical Writer	129
Executive/Specialty Assistant	125
Administrative Assistant 2	100
Administrative Assistant 1	85

Travel and Per Diem

Actual Cost

*Airline

*Automobile Mileage

IRS Business Mileage Rate

*Per Diem as per FARS Regulations or Contract

*Incidentals-receipts provided for expenses over \$25.00

All labor rates are doubled for time spent in deposition or trial for expert witness services

**AGREEMENT BETWEEN CLIENT AND
CONSULTANT FOR PROFESSIONAL SERVICES**

This Agreement made and entered into this 15th day of November, by and between **WEST Consultants, Inc.**, a corporation duly organized and existing under the laws of the State of California, hereinafter referred to as CONSULTANT, and **the City of North Bend**, hereinafter referred to as CLIENT.

CLIENT:

City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045
(425) 888-7650 (Office)

Attention: Mark Rigos, PE
Public Works Director

CONSULTANT:

WEST Consultants, Inc.
12509 Bel-Red Rd, Suite 100
Bellevue, WA 98005
(425) 646-8806 (Office)
(425) 894-0440 (Mobile)
(425) 646-0570 (Fax)

Attention: Andreas Kammereck, P.E.
Vice President

Witnesseth that in consideration of the mutual promises as hereinafter contained, the parties do mutually agree as follows:

1. DESCRIPTION OF SERVICES

The CONSULTANT shall furnish all labor, materials, equipment, and supplies and shall perform all work necessary or incidental to performing project services for the review of review of floodplain studies through the City of North Bend (City), , as described in the attached Exhibit A (Scope of Work) and Exhibit B (Cost Estimate). Such services shall be performed by CONSULTANT. Estimated periods of time for rendering services or dates by which services are anticipated to be completed are outlined in the attached Exhibit A (Scope of Work).

2. GENERAL CONDITIONS

This Agreement (consisting of pages 1 to 5, inclusive) together with any named attachments, constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

3. TERM OF AGREEMENT

The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until terminated as provided herein.

4. COMPENSATION

The CONSULTANT shall be compensated for services performed under this Agreement in accordance with the costs outlined in the attached Exhibit B (Cost Estimate). Payment shall be made on a time and material basis in accordance with Exhibit B. Payment for services shall be computed upon the basis of the actual quantities of work. The amounts shown in Exhibit B shall not be exceeded without advance written authorization by the CLIENT.

5. INVOICING AND PAYMENT

Payment for services performed by CONSULTANT shall be made by CLIENT on the following basis:

1. Invoices shall be submitted on a monthly basis and will be paid by CLIENT within thirty (30) calendar days upon receipt of invoice.
2. Invoices not paid within thirty (30) calendar days are subject to finance charges based on 15% annual interest on the unpaid balance.

If a retainer is paid by CLIENT, the retainer will be maintained and will be applied to the final invoice.

6. OWNERSHIP OF WORK PRODUCT

CONSULTANT agrees that all data and information generated in the performance of this Agreement and data and information which are specified to be delivered or which are, in fact, delivered and paid for by CLIENT pursuant to this Agreement shall be and remain the sole property of the CLIENT. CONSULTANT shall deliver all paid for data and information to CLIENT upon request or at termination if not previously requested. Except as otherwise provided in this Agreement, said documents shall be delivered to CLIENT without additional cost to CLIENT.

7. STANDARDS AND LIABILITY

The services provided by CONSULTANT under this Agreement, including findings, recommendations, and professional advice, shall be based on practices and procedures customary in its profession in the location in which the work is performed. CONSULTANT asserts that it will employ the current standard of care in performing its services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other. CLIENT agrees to limit the liability of CONSULTANT, its principals, employees and subconsultants, to CLIENT and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, including attorney and expert fees, to CONSULTANT's fee. CLIENT and CONSULTANT acknowledge that this provision and this entire Agreement was expressly negotiated and agreed upon between the parties.

8. SUBCONTRACTING

Performance of this Agreement may not be subcontracted in whole or in part without the prior written consent of CLIENT.

9. SUCCESSORS AND ASSIGNS

This agreement is to be binding on the heirs, successors, and assignees of the parties hereto, but is not be assigned by either party without first obtaining the written consent of the other party hereto.

10. CHANGES

CLIENT, within the general scope of this Agreement may, at any time, by written notice to CONSULTANT, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and/or time of performance, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice. If the par

11. TERMINATION

This agreement shall be deemed terminated upon completion of the work set forth in Exhibit A and payment of all compensation under Exhibit B, if not otherwise previously terminated. Either party may terminate this Agreement due to breach by the other if such breach is not cured within fourteen (14) calendar days after written notice of the breach. In the event of termination, CONSULTANT shall be entitled to the otherwise payable compensation through the date of termination. The rights and obligations of the parties under this Agreement shall be deemed terminated upon termination of this Agreement and shall no longer be effective regardless of any otherwise applicable statute of limitations; provided that the following provisions of this Agreement shall survive its termination for a period of the lesser of the otherwise applicable statute of limitations or one (1) year: 4, 5, 9, 11, 14, 16, 17 and 18.

12. INDEPENDENCE OF CONSULTANT

CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as an independent contractor, shall be responsible for the means and methods used in performing services under this Agreement, and is not a joint-venturer with other entities.

13. LEGAL REQUIREMENTS

CONSULTANT shall secure all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules and regulations pertaining to its services hereunder. CLIENT has all licenses and rights (including rights of access) necessary to permit CONSULTANT to perform its duties under this Agreement and for CLIENT to perform its obligations under this Agreement.

14. CONTROLLING LAW

This agreement is to be governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. Subject to the Arbitration provisions below, in the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

15. INSURANCE

If requested by Client, CONSULTANT agrees and shall submit evidence to the CLIENT before beginning work under this Agreement that CONSULTANT has procured and will maintain Workers Compensation and Employers Liability, Commercial General Liability, Automobile Liability, and Professional Liability insurance coverage appropriate to CONSULTANT's business.

16. INDEMNIFICATION

CONSULTANT agrees to hold harmless and indemnify CLIENT, its officers, agents, and employees, from and against liability to the extent caused by the CONSULTANT's negligent acts, errors or omissions in the performance of the services under this Agreement. CLIENT agrees to hold harmless and indemnify the CONSULTANT, its officers, agents, and employees, from and against liability to the extent caused by the CLIENT's negligent acts, errors or omissions in the performance of its duties under this Agreement.

17. ARBITRATION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator in the County of San Diego, State of California. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

18. MISCELLANEOUS

Each party represents to the other that it has all organizational power and authority to enter into and perform this Agreement, that its entering into and performance of the Agreement will not breach any obligations to a third party. This Agreement is not to be interpreted against the party that drafted it as both parties have had the opportunity to consult with counsel. Neither party shall be liable for any consequential or punitive damages. Neither party shall publicize the existence or terms of this Agreement without the consent of the other party. All notices under this Agreement shall be in writing, including by email. CONSULTANTs work in support of regulatory applications is not a warranty that a

government agency will act favorably. CLIENT will not rely upon any documents that are not “final.” CONSULTANT shall not be responsible for delays in performance caused by events outside its reasonable control such as natural disasters, pandemic, failures of technology, government actions and other Force Majeure or Acts of God. CLIENT agrees that under no circumstance shall the owners, officers, directors or employees of CONSULTANT have liability for any matter related to this Agreement.

This Agreement shall be effective when signed below, and photocopy, facsimile, electronic, or other copies shall have the same effect for all purposes as an ink-signed original. In Witness Whereof, the parties hereto have caused this Agreement to be executed the date first above written.

CLIENT:

City of North Bend

Signature

Name, typed or printed

Title

Date

CONSULTANT:

WEST Consultants, Inc.

Signature

Andreas Kammereck
Name, typed or printed

Vice President
Title

Date

Exhibits as included in the scope letter and/or attached:

A – Scope of Work

B – Cost Estimate