



## CITY COUNCIL MEETING\*

### February 6, 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 16, 2024 & Council Workstudy of January 23, 2024		1
2) Payroll	January 19, 2024 – 28762 through 28767, in the amount of \$313,044.98		
3) Checks	December 31, 2023 – 75027 through 75088, in the amount of \$815,905.98		
	February 6, 2024 – 75089 through 75172, in the amount of \$1,847,327.31		
4) AB24-010	Resolution – Accepting PW Covered Equipment Shelter Project	Mr. Rigos	7
5) AB24-011	Resolution – Authorizing DOE Grant for Shoreline Access Planning	Ms. Deming	11
6) AB24-012	Motion – Authorizing On-Call Contract with BHC Consultants	Ms. Deming	41
7) AB24-013	Resolution – Authorizing WA TIB Grant Agreement for 2024 Overlay Project	Mr. Rigos	63
8) AB24-014	Motion – Authorizing Contract with DCG/Watershed	Ms. Deming	75
9) AB24-015	Motion – Authorizing Reimbursement to Si View MPD RE Tenant Trailhead Park Project	Mr. Rigos	85
10) AB24-016	Ordinance – Amending NBMC Title 15 Buildings & Construction	Ms. Deming	87

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

#### ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

11) Presentation	ACI Award – Torguson Skate Park	Mr. Chapman & Mr. Fluegge
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#### INTRODUCTIONS:

12) AB24-017	Motion – Approving NB Way Complete Streets Corridor Plan	Ms. Deming	137
13) AB24-018	Motion – Authorizing Contract with G&O RE Gardiner Creek/NW 8 <sup>th</sup> Street Flooding	Mr. Rigos	245

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

**EXECUTIVE SESSION:** To Discuss Property Acquisition, pursuant to RCW 42.30.110(1)(b) & Collective Bargaining Negotiations, pursuant to RCW 42.30.140(4)

#### 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](mailto: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](mailto: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

**NORTH BEND CITY COUNCIL MINUTES**

**January 16, 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.

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

**CONSENT AGENDA:**

**Minutes** – City Council Meeting of January 2, 2024

**Payroll** – December 29, 2023 – 28755 through 28761, in the amount of **\$427,392.83**

**Checks** – January 16, 2024 – 75017 through 75026, in the amount of **\$37,093.11**

**AB24-005** – Motion Authorizing King County Grant Agreement for Tollgate Forest Restoration Project

**AB24-006** – Resolution 2095 Authorizing WA TIB Grant Agreement for SR 202 Sidewalk Gap Project

**AB24-007** – Resolution 2096 Authorizing FHWA Grant Agreement for Railroad Crossing Improvements Project

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

**ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**

**Presentation** – Parks Commission Report & 2024 Work Plan

**Audio: 02:24**

Parks Commission Chair Rudd presented the Commission's 2023 Summary Report which detailed this year's expenditures and activities. She noted the 2024 Tentative Work Program for the Commission included the grand opening celebration for Dahlgren Family Park, planning for a dog park at Dahlgren Family Park, grand opening celebration for Tenant Trailhead Park, review of PlanIT Geo Tree Canopy Assessment and urban forestry policies for Comprehensive Plan, tour of trails, public outreach activities at Farmer's Market and Block Party, recommendations on use of Small Park Improvement funds, park and trail related improvements in 2024 for 2025-2026 implementation, park capital facilities planning, recommendations on parks directional signage, input of draft Shoreline Access Plan, Tree Board and Arbor Day planning and review of new developments as needed.

**Presentation – Economic Development Commission Report****Audio: 11:23**

Economic Development Commission Chair Maisonpierre presented the Commission's 2023 accomplishments with included finalization of the Economic Development Action Plan, business outreach and review of the proposed Economic Development Element for the 2024 Comprehensive Plan Update. He noted the priority focus for the Commission in 2024 was growing the creative arts, strengthening downtown, assisting small businesses, and solidifying the outdoor brand. Mr. Maisonpierre concluded by mentioning the 2024 Workplan included the following items: North Bend filmmaker guide and database, hike/bike map and guide, business sign guide, small business expansion guide and outdoor marketing campaign.

**COMMISSION AND COMMITTEE REPORTS:****Community & Economic Development Committee – Councilmember Joselyn, Chair**

A report of the January 16<sup>th</sup> meeting was provided.

**Finance & Administration Committee – Councilmember Elwood, Chair**

No report.

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

No report.

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

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

**Council Workstudy – Mayor Pro Tem Gothelf**

No report. The December 26<sup>th</sup> Workstudy was cancelled.

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

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

**Planning Commission**

A report of the January 3<sup>rd</sup> meeting was provided.

**Parks Commission**

No report.

**Economic Development Commission**

No report. The December 26<sup>th</sup> meeting was cancelled.

**INTRODUCTIONS:****AB24-008 – Resolution 2097 Authorizing Economic Development Element Audio: 30:55**  
Adoption for 2024 Comprehensive Plan

Economic Development Manager Henderson provided the staff report.

Councilmember Joselyn **MOVED**, seconded by Councilmember Rustik to approve AB24-008, a resolution authorizing adoption of the Economic Development Element Update for the 2024 North Bend Comprehensive Plan. The motion **PASSED** 7-0.

**AB24-009** – Motion Authorizing Contract with West Consultants

**Audio: 35:52**

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

Councilmember Koellen **MOVED**, seconded by Councilmember Torguson 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. The motion **PASSED** 7-0.

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

Councilmember Elwood mentioned the cold weather and encouraged everyone to stay safe and warm.

Councilmember Torguson thanked the Parks Commission and Economic Development Commission Chairs for providing their annual reports and echoed Councilmember Elwood's comments.

Councilmember Tremolada echoed Councilmember Elwood's comments and encouraged all to exercise caution near local schools due to icy roads/parking lots.

Councilmember Joselyn echoed fellow Councilmember's comments on the cold weather and requested all have patience and understanding with City's staff as they address the challenges presented in maintaining roads during winter weather events.

Councilmember Rustik encouraged all to slow down and drive safely during the cold/icy weather and check on school closures and neighbors that may need assistance.

City Administrator Miller thanked Public Works staff for maintaining the roads during the recent cold/icy weather.

Mayor Miller spoke regarding the following items:

- City Seeking Applicants for Vacancy on Economic Development Commission
- Winter Weather Preparedness/Snowplow Route Information on City Website
- Land Use and Housing Elements, Designations & Zoning Comments Due January 31<sup>st</sup>
- Acknowledgement to City Staff for Assistance with City Hall Warming Shelter

**ADJOURNMENT:**

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

The meeting adjourned at 7:50 p.m.

ATTEST:

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Mary Miller, Mayor

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Susie Oppedal, City Clerk

DRAFT

CITY OF NORTH BEND  
CITY COUNCIL WORKSTUDY NOTES

January 23, 2024

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

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

Councilmembers Alan Gothelf, Mark Joselyn, Heather Koellen (Remote), Christina Rustik, Suzan Torguson and Errol Tremolada. Councilmember Brenden Elwood was excused.

**Staff Present:** Mayor Mary Miller, Deputy City Administrator/Public Works Director Mark Rigos, Community & Economic Development Director Rebecca Deming (Remote), Communications Manager Bre Keveren and Deputy City Clerk Jennifer Bourlin.

Mayor Pro Tem Gothelf mentioned a few housekeeping items including the upcoming retreat, appropriate use of staff time on Council requested items, and a tour for Councilmembers of design standards of projects throughout the City.

### Regional Committee Appointments

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

AWC Risk Management Service Agency	Councilmember Torguson - Tentative
Board of Health	Councilmember Koellen
City Economic Development Commission	Councilmember Rustik
City Parks Commission	Councilmember Joselyn
City Planning Commission	Councilmember Elwood
Eastside Fire & Rescue	Councilmember Gothelf (Alternate – CM Koellen)
Eastside Transportation Partnership	Duvall Councilmember Knaplund (Alternate – Mayor Miller)
Emergency Management Advisory Committee	Councilmember Gothelf
Flood Control District Advisory Committee	Mayor Miller (Alternate – CM Joselyn)
Growth Management Planning Council (GMPC)	Mayor Miller
K4C (King Co. Cities Climate Collaboration)	Councilmember Joselyn
Meadowbrook Preservation Association	Mike McCarty/staff liaison
Meadowbrook Preservation Association	Councilmember Koellen
PSRC Executive Board (Alternate)	Mayor Miller
Railroad Museum Board	Mayor Miller
Snoqualmie Valley Governments Association	Mayor Miller – Vice Chair
SVGA Transportation Committee	Councilmember Rustik - Tentative

**DRAFT**

Snoqualmie Valley Historical Society	Mayor Miller Councilmember Koellen
Snoqualmie Valley Mobility Coalition	Jamie Burrell/staff liaison
SnoValley Chamber of Commerce	Open to All
Snoqualmie Watershed Forum (WRIA)	Councilmember Joselyn (Alternate – Mayor Miller)
Sound Cities Association Public Issues Committee	Councilmember Tremolada
SCA Public Issues Committee – Alternate	Councilmember Elwood

**Review of Decision Card Process**

Deputy City Administrator and Public Works Director Mark Rigos reviewed the Decision Card Process.

Councilmember Suzan Torguson commented on upcoming House Bills regarding rent control.

**Adjournment**

The Workstudy closed at 8:04 p.m.

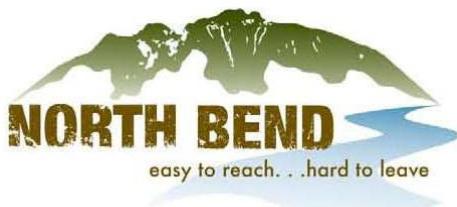
ATTEST:

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Alan Gothelf, Mayor Pro Tem

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Jennifer Bourlin, Deputy City Clerk



## City Council Agenda Bill

SUBJECT:	Agenda Date: February 6, 2024	AB24-010
<b>Resolution Accepting Public Works Covered Equipment Shelter Capital Project</b>	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	
Cost Impact: N/A	Finance – Vacant	
Fund Source: N/A	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		
<b>Attachments:</b> Resolution		
<b>SUMMARY STATEMENT:</b>		
At the May 2, 2023 City Council meeting, the City Council approved a construction contract amount of \$345,307 plus sales tax with Permabilt (contractor) to construct the Public Works Covered Equipment Shelter, a capital project located on the east end of the Public Works yard. Construction included building a 4,500-square foot pole building with metal siding, metal roofing, gutters, downspouts, and a concrete slab.		
The project included three change orders on the project, which are as follows:		
#1: \$19,883 plus sales tax for permitting costs that were not part of original quote and the addition of an 18-inch overhang on all sides of the building.		
#2: \$1,740 plus sales tax for the addition of a man door from the 45' x 20' bay to the 30' x 120' bay section.		
#3: \$5,592 plus sales tax to change the 45' x 20' concrete slab from 4" to 6" thick and for additional pole lengths due to slope onsite.		
The total contract amount with change orders was \$372,522 plus sales tax. The contractor finished the work scope within the contracted timeline. Project construction began October 23, 2023 and was physically completed December 15, 2023. All necessary documentation has been received by the City and the project is ready for close-out.		
Retainage cannot be released until the project has been accepted by the City Council, all liens have been satisfied, and all taxes have been paid. Upon receipt of all necessary documentation, retainage shall be released.		
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was discussed at the December 12, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB24-010, a resolution accepting the Public Works Covered Equipment Shelter Capital Project as complete and authorizing the release of retainage.</b>		

## City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 6, 2024		

# RESOLUTION

## **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE PUBLIC WORKS COVERED EQUIPMENT FACILITY PROJECT AS COMPLETE AND AUTHORIZING THE RELEASE OF RETAINAGE**

**WHEREAS**, City of North Bend staff requested bids for the Public Works Covered Equipment Facility Capital Project (Project); and

**WHEREAS**, Permabilt submitted the lowest responsive and responsible bid; and

**WHEREAS**, the Project was awarded to Permabilt on May 2, 2023; and

**WHEREAS**, Permabilt started the work on October 23, 2023 and completed work on December 15, 2023; and

**WHEREAS**, the final cost of the project was \$372,522 plus sales tax; and

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

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

**Section 1.** The City of North Bend accepts Permabilt work on the Public Works Covered Equipment Facility Capital Project.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF  
FEBRUARY, 2024.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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**Mary Miller, Mayor**

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**Kendra Rosenberg, City Attorney**

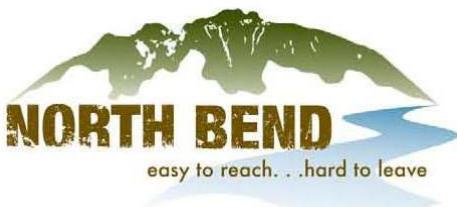
**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

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**Susie Oppedal, City Clerk**





## City Council Agenda Bill

SUBJECT:	Agenda Date: February 6, 2024	AB24-011
<b>Resolution Accepting a Grant from Department of Ecology for Shoreline Public Access and Trail Planning</b>	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	X
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
Cost Impact: N/A	Finance – vacant	
Fund Source: Grant	Public Works – Mark Rigos	
Timeline: Current to June 30, 2025		

**Attachments:** Resolution, Agreement with Department of Ecology

### SUMMARY STATEMENT:

In August 2023, City Staff applied for a Shoreline Planning Competitive (“SPC”) Grant offered through the Washington State Department of Ecology (“DOE”) for Shoreline Public Access and Trail Planning (“Grant”). DOE awarded the SPC Grant to the City by letter dated October 2, 2023 in the amount of \$100,000.

The purpose of the SPC Grant is to support local shoreline planning and planning-related efforts that advance climate resilience, improve the implementation of Shoreline Master Plans, and/or support local shoreline planning priorities. Projects funded through award of an SPC Grant are not required to directly result in Shoreline Master Plan amendments but are expected to serve the public interest and support the policies of the Shoreline Management Act (RCW 90.58.020).

The City intends to use Grant funds to identify local needs and opportunities for an integrated shoreline system that reflects the City’s Comprehensive Plan and community vision, helps streamline shoreline permitting, and reduces conflicts between adjacent uses. North Bend’s shoreline jurisdiction encompasses approximately 647 acres and approximately 7.96 miles of shoreline along the Middle Fork Snoqualmie River and South Fork Snoqualmie River. Staff will use DCG/Watershed to perform much of the work per approved contract for this project.

The Grant funds will also be used to recognize, protect, maintain, and enhance the existing collection of pedestrian pathways, recreational trails, and sites within the City’s shorelines and identify opportunities for new public access features to address gaps and reduce conflicts. Primary components of the project include:

- Mapping existing facilities and access and/or recreational features; and
- Developing improvement concepts for key sites and/or corridors; and
- Preparing a high-level land acquisition and/or easement budget (where needed); and
- Drafting language for a locally initiated SMP amendment or the next periodic review, if necessary.

**APPLICABLE BRAND GUIDELINES:** Sustainably managed growth.

**COMMITTEE REVIEW AND RECOMMENDATION:** This item was discussed at the January 16, 2024 Community and Economic Development Committee meeting and was recommended for approval and placement on the Consent Agenda.

# City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB24-011, a resolution accepting Department of Ecology Grant funds for Shoreline Public Access and Trail Planning.

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 6, 2024		

# RESOLUTION

## A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING DEPARTMENT OF ECOLOGY GRANT FUNDS FOR SHORELINE PUBLIC ACCESS AND TRAIL PLANNING

**WHEREAS**, the City of North Bend (“City”) applied to the Washington State Department of Ecology (“DOE”) for grant funds to be used for a Shoreline Public Access and Trail Planning (“Grant”); and

**WHEREAS**, DOE awarded the City a Grant in the amount of \$100,000.00 on October 2, 2023; and

**WHEREAS**, the City desires to enhance its existing Shoreline Master Program (“SMP”) from taking a more regulatory approach to implementing public access requirements on a site-by-site basis as part of project review and permitting to a more proactive approach; and

**WHEREAS**, the purpose of the Grant and the Shoreline Public Access and Trail Planning is to identify local needs and opportunities for an integrated shoreline system that reflects the City’s Comprehensive Plan and community vision, helps streamline shoreline permitting, and reduces conflicts between adjacent uses;

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

**Section 1.** The City Council accepts the State of Washington Department of Ecology grant of \$100,000.00 for the City’s Shoreline Public Access and Trail Planning. A local match is not required.

**Section 2.** The Mayor is authorized to enter into any agreements with the Washington State Department of Ecology 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 6<sup>TH</sup> DAY OF  
FEBRUARY, 2024.**

**CITY OF NORTH BEND:**

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**Mary Miller, Mayor**

**APPROVED AS TO FORM:**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:

Posted:

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**Susie Oppedal, City Clerk**



## Agreement No. SEASPC-2325-NorBen-00032

### SHORELANDS SHORELINE PLANNING COMPETITIVE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF NORTH BEND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of North Bend, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

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### GENERAL INFORMATION

Project Title:	North Bend Shoreline Public Access and Trail Plan
Total Cost:	\$100,000.00
Total Eligible Cost:	\$100,000.00
Ecology Share:	\$100,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	10/02/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Planning

#### Project Short Description:

The City of North Bend's (RECIPIENT) Shoreline Master Program (SMP) addresses physical and visual public access. The RECIPIENT will create a Shoreline Public Access and Trail Plan (Plan) to help implement the SMP consistent with WAC 173-26-221(4). This project will identify local needs and opportunities for an integrated shoreline system that reflects the RECIPIENT's Comprehensive Plan and community vision, helps streamline shoreline permitting, and reduces conflicts between adjacent uses.

#### Project Long Description:

The RECIPIENT's jurisdiction encompasses approximately 647 acres and approximately 7.96 miles of shoreline along the Middle Fork Snoqualmie River and South Fork Snoqualmie River. The Middle Fork Snoqualmie River is a shoreline of statewide significance. North Bend is located in the Mountains to Sound Greenway National Heritage Area, which was established to preserve the natural landscapes and ecosystems that define the region's character, while

recognizing the cultural and historic significance of these lands and its people—past, present, and future—particularly the Tribes.

The RECIPIENT's recent SMP Comprehensive Update and Periodic Review addressed the need for public access to the shorelines of the state, as prioritized by the Shoreline Management Act (SMA). The RECIPIENT's SMP policies prioritize continuous public pedestrian access along local shorelines and a system of physical and visual access to shorelines, while also balancing natural resource protection, private property rights, public safety, and navigation. The SMP also establishes the RECIPIENT's intent to prepare a comprehensive and integrated plan to identify public access needs and opportunities, allowing for a transition from a more reactive regulatory approach of implementing public access requirements on a site-by-site basis as part of project review and permitting to a more proactive approach.

The Plan will recognize, protect, maintain, and enhance the existing collection of pedestrian pathways, recreational trails, and sites within the city's shorelines and identify opportunities for new public access features to address gaps and reduce conflicts. Primary components of the project will include:

- Mapping existing facilities and access and/or recreational features;
- Developing improvement concepts for key sites and/or corridors;
- Preparing a high-level land acquisition and/or easement budget (where needed); and
- Drafting language for a locally initiated SMP amendment or the next periodic review, if necessary.

The Plan will include a right-of-way inventory intersecting with shoreline jurisdiction and an evaluation of whether potential improvement concepts are justified in these areas (RCW 35.79.035). It also will address the Planning Guidelines of the Washington State Recreation and Conservation Office, through its goals and objectives, inventory, public involvement, and initial project cost estimates.

Broad community input will inform a cohesive, city-wide system to serve residents and visitors alike. Robust public involvement will be key to preparation of the Plan, and the RECIPIENT will invite active participation through a series of conversations with shoreline property owners, tribal representatives, and the North Bend community at large. Key stakeholders in this project include the Snoqualmie Valley Outdoor Recreation Action Team, the Mountains to Sound Greenway Trust, the U.S. Forest Service, and the Si View Metropolitan Parks District. The Parks District will be a critical project partner, as they own and manage some of the sites slated for inclusion in the Plan.

#### Overall Goal:

Develop a Shoreline Public Access and Trail Plan to help address unmet shoreline planning needs in line with the community vision and local economy and will accomplish the following:

- Increase public access to publicly owned areas of the shorelines (RCW 90.58.020(5)).
- Increase recreational opportunities for the public in the shoreline (RCW 90.58.020(6)).
- Protect private property rights, public access rights, and public safety (WAC 173-26-221(4)).
- Foster a prompt, predictable, open, and uncomplicated shoreline permitting process.
- Alleviate trailhead congestion, shoreline degradation, trash accumulation, trespass, and other neighborhood impacts at informal and/or poorly planned shoreline access areas.

## RECIPIENT INFORMATION

Organization Name: City of North Bend

Federal Tax ID: 91-6001473

UEI Number: KWT9DLU8MB55

Mailing Address: 920 SE Cedar Falls Way  
North Bend, WA 98045

Physical Address: 920 SE Cedar Falls Way  
North Bend, Washington 98045

Organization Email: csmith@northbendwa.gov

## Contacts

<b>Project Manager</b>	Jamie Burrell Senior Planner  920 SE Cedar Falls Way North Bend, Washington 98045 Email: <a href="mailto:jburrell@northbendwa.gov">jburrell@northbendwa.gov</a> Phone: (425) 888-7652
<b>Billing Contact</b>	Jamie Burrell Senior Planner  920 SE Cedar Falls Way North Bend, Washington 98045 Email: <a href="mailto:jburrell@northbendwa.gov">jburrell@northbendwa.gov</a> Phone: (425) 888-7652
<b>Authorized Signatory</b>	Jamie Burrell Senior Planner  920 SE Cedar Falls Way North Bend, Washington 98045 Email: <a href="mailto:jburrell@northbendwa.gov">jburrell@northbendwa.gov</a> Phone: (425) 888-7652

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Shorelands  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Shorelands  
300 Desmond Drive SE  
Lacey, WA 98503

### Contacts

<b>Project Manager</b>	Rebekah Padgett  PO Box 330316 Shoreline, Washington 98133-9716 Email: <a href="mailto:rpad461@ecy.wa.gov">rpad461@ecy.wa.gov</a> Phone: (425) 365-6571
<b>Financial Manager</b>	Layne Slone Financial Manager  PO Box 47600 Olympia, Washington 98504-7600 Email: <a href="mailto:lnak461@ecy.wa.gov">lnak461@ecy.wa.gov</a> Phone: (360) 867-8171

## AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

City of North Bend

By:

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Joenne McGerr  
Shorelands  
Program Manager

Template Approved to Form by  
Attorney General's Office

By:

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Jamie Burrell  
Senior Planner

State of Washington Department of Ecology  
Agreement No: SEASPC-2325-NorBen-00032  
Project Title: North Bend Shoreline Public Access and Trail Plan  
Recipient Name: City of North Bend

# Council Packet February 6, 2023

Mary Miller

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Mayor

Date

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$0.00

Task Title: 1. Project Administration / Management

### Task Description:

The RECIPIENT shall provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, administration and management.

A. The RECIPIENT shall coordinate with ECOLOGY throughout the project. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

### Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

### Task Expected Outcome:

Timely and complete submittal of requests for reimbursement, quarterly progress reports, and recipient closeout report. Properly maintained project documentation.

Recipient Task Coordinator: Jamie Burrell

### **1. Project Administration / Management**

#### **Deliverables**

Number	Description	Due Date
1.1	Payment Request / Progress Report (PRPR)	
1.2	Recipient Close Out Report (RCOR)	06/30/2025

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$45,000.00

Task Title: 2. Public Involvement

### Task Description:

The RECIPIENT shall conduct project outreach and engagement efforts using a multifaceted approach to achieve broad feedback from a diverse group of project stakeholders and the community at large. This will include both in-person and virtual meetings, social media, and an interactive on-line open house where community members can access project information. The public involvement efforts will be robust and specifically engage disadvantaged populations to ensure environmental justice. The RECIPIENT will rely on a project consultant for this task.

The specific components of Task 2 include:

1. Hire a consultant to help complete the outreach and engagement efforts. The RECIPIENT will secure services in accordance with the RECIPIENT or State of Washington procurement procedures. The RECIPIENT will enter into a contract with the selected consultant(s) and prepare a contract in accordance with the scope of work in this agreement.
2. Develop Public Engagement Plan and project website, with a social media presence if determined appropriate.
3. Define stakeholders within the community at large, how they will be affected by this project, and specific involvement efforts best designed for each group.
4. Encourage broad stakeholder involvement in the public process.
5. Communicate frequently and directly with public and private property owners via direct mail and one-on-one contact to gather feedback.
6. Establish open, informal dialogue and formal coordination with tribal representatives.
7. Engage the public at large across the local range of socioeconomic sectors through two community workshops and listening sessions and follow-up communication.

### Task Goal Statement:

Ensure that the public is informed and educated about shoreline public access opportunities, the public's concerns are addressed in the proposed solution(s) to the issue, and the community is apprised of project actions.

### Task Expected Outcome:

- Signed contract with consultant(s).
- Project-specific public involvement plan and user-friendly online presence as project website, with a social media presence if determined appropriate.
- Engagement with shoreline property owners and tribal officials.
- Two or more well-advertised public workshops and listening sessions on preliminary concept plan and concept

refinements.

Recipient Task Coordinator: Jamie Burrell

## 2. Public Involvement

### Deliverables

Number	Description	Due Date
2.1	Final signed consultant contract. Upload to EAGL and notify the ECOLOGY Project Manager. Update in the quarterly progress report.	
2.2	Establish project website, with a social media presence if determined appropriate. Upload screenshot of website to EAGL and notify the ECOLOGY Project Manager. Update in the quarterly progress report.	
2.3	Project-specific Public Involvement Plan. Upload to EAGL and notify the ECOLOGY Project Manager. Update deliverable status in the quarterly progress report.	
2.4	Public Involvement Summary Chapter in the Shoreline Public Access and Trail Plan. Upload to EAGL and notify the ECOLOGY Project Manager. Update deliverable status in the quarterly progress report.	

## SCOPE OF WORK

Task Number: 3 **Task Cost:** \$55,000.00

Task Title: 3. Shoreline Public Access and Trail Plan

### Task Description:

1. The RECIPIENT will meet the requirements in the General Terms and Conditions Section 12. ENVIRONMENTAL DATA STANDARDS for a Quality Assurance Project Plan (QAPP).

A. The RECIPIENT will:

i. Provide ECOLOGY a draft QAPP, based on ECOLOGY's determination of the level of detail needed. The QAPP will address:

a. Inventory and GIS mapping of existing features and new proposed and/or enhanced shoreline public access and trail sites and/or facilities.

b. Method for evaluation ecological impacts.

ii. Revise the QAPP to reflect ECOLOGY's comments (iterative rounds as needed).

iii. Finalize the QAPP for ECOLOGY approval.

2. The RECIPIENT will prepare a Plan that inventories existing features and proposes new and/or enhanced shoreline public access and trail sites and/or facilities. The Plan will reflect the Public Access Planning process outlined by the state guidelines at WAC 173-26-221(4), and be based on information gathering, evaluation, and assessment. The Plan will include narrative text, illustrative graphics that include mapping of existing facilities and priority access and/or recreational features, a preliminary land acquisition and easement budget, and preliminary draft SMP amendment language if needed. As related to and reflective of the public involvement facets of the project, an iterative, phased approach will include, but not be limited to:

- Early concept planning
- Evaluation of ecological impacts
- Concept refinement
- Appraisals and acquisition budget
- Preliminary draft SMP amendment (if needed)
- Finalization of the Plan.

### Planning/Design:

The Plan will project future needs for shoreline public access sites and show where potential sites are located. This Plan will be highly visual to assist broad-based understanding of its intentions. It will also serve as a precursor to a future amendment of the RECIPIENT'S SMP. Preliminary draft amendment language—if necessary—will facilitate further discussions between the RECIPIENT and ECOLOGY after completion of this project. The RECIPIENT will rely on a project consultant for planning, mapping, and design services to foster the Plan's preparation, approval, and acceptance.

#### Habitat Biology:

The Plan will preserve natural characteristics of the shoreline and protect ecological resources to the greatest extent feasible. Prior to finalization, it will be reviewed through a mitigation sequence evaluation similar to all shoreline projects. The RECIPIENT will conduct a planning-level analysis of shoreline ecological functions and alternative locations/alignments to avoid and reduce impacts of public access sites and trails.

#### Appraisal:

The Plan will serve as the foundation of a program supporting RECIPIENT's acquisition of shoreline public access sites. Proactive methods are necessary to understand likely costs for property and/or easement acquisition. The RECIPIENT will rely on a project consultant for planning-level appraisal services to assist program budgeting.

#### Task Goal Statement:

1. To ensure the RECIPIENT is utilizing appropriate quality assurance methodology in the project's scientific practices.
2. The Plan will facilitate broad-based understanding of its intentions through maps, conceptual designs, and other graphics. It will ensure preservation of sensitive ecological and cultural resources. The Plan will include preliminary budgeting tools for the development of a Shoreline Public Access and Trail Program and may include a preliminary draft amendment to the SMP for further discussion.

#### Task Expected Outcome:

1. An ECOLOGY-approved QAPP.
2. A Shoreline Public Access and Trail Plan derived from public engagement as well as a reflection of past planning efforts targeting expanded public access.

Recipient Task Coordinator: Jamie Burrell

### **3. Shoreline Public Access and Trail Plan**

#### **Deliverables**

Number	Description	Due Date
3.1	An ECOLOGY-approved QAPP. Upload to EAGL and notify ECOLOGY Project Manager. Update in the quarterly progress report.	
3.2	Draft North Bend Shoreline Public Access and Trail Plan. Upload to EAGL and notify the ECOLOGY Project Manager. Update in the quarterly progress report.	
3.3	Final North Bend Shoreline Public Access and Trail Plan. Upload to EAGL and notify the ECOLOGY Project Manager.	

## BUDGET

### Funding Distribution EG240487

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Model Toxics Control Operating Account (MTFunding Type: Grant  
Funding Effective Date: 10/02/2023 Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Model Toxics Control Operating Account (MTCOA)	Task Total
1. Project Administration / Management	\$ 0.00
2. Public Involvement	\$ 45,000.00
3. Shoreline Public Access and Trail Plan	\$ 55,000.00
	<b>Total: \$ 100,000.00</b>

## Funding Distribution Summary

### Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Operating Account (MTCOA)	0.00 %	\$ 0.00	\$ 100,000.00	\$ 100,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 100,000.00</b>	<b>\$ 100,000.00</b>

## AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

## SPECIAL TERMS AND CONDITIONS

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverables Due Date EAGL form. The RECIPIENT will keep track of these dates, and will note any date changes on the quarterly progress reports. The Deliverables Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the Agreement.)

## GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

##### REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov/>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov/>.

#### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS  
07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

\* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

## 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

## 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

## 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 24. SEVERABILITY

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

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions





## City Council Agenda Bill

SUBJECT:	Agenda Date: February 6, 2024	AB24-012
<b>Motion Authorizing an On-call Professional Services Agreement with BHC Consultants, LLC for Building Permit Review and Inspection Services</b>	Department/Committee/Individual	
Cost Impact: N/A	Mayor Mary Miller	
Fund Source: Developer Pass-Through Funds	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
	Finance – vacant	
	Public Works – Mark Rigos	
<b>Attachments:</b> Professional Services Agreement		

### SUMMARY STATEMENT:

Occasionally the assistance of qualified professionals is needed to ensure City projects are meeting North Bend Municipal Code building permit review and inspection requirements. To expedite the retention of these professionals when needed, rather than using a small works roster selection process for each service determined to be necessary, consultants can be placed under contract with the City for the provision of on-call services. On-call professionals are called upon only at such times as their assistance is needed. No expense is incurred by entry into such an agreement for on-call services with a consultant unless and until the performance of a specific service is required by the City.

BHC Consultants, LLC provides a variety of services, as detailed in the attached agreement, including building plan review for single-family, multi-family, and commercial structures; inspection services; and other related building official services. If the professional services agreement with BHC Consultants, LLC is approved, they can provide services for any work and within a specific project's budget. The agreement is meant to provide for a variety of project review services. Services provided will be billed directly to the associated project applicants. BHC Consultants, LLC currently has an agreement for services with the City in effect; the attached agreement updates the contract terms.

### APPLICABLE BRAND GUIDELINES: Sustainably Managed Growth

COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this agenda item at its January 16, 2024 meeting and recommended approval and placement on the Consent Agenda.

**RECOMMENDED ACTION: MOTION to approve AB24-012, authorizing the Mayor to execute an On-call Professional Services Agreement with BHC Consultants, LLC, in a form and content acceptable to the City Attorney.**

### RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
February 6, 2024		



**ON-CALL PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF NORTH BEND  
AND BHC CONSULTANTS, LLC**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 6<sup>th</sup> day of February, 2024, by and between the City of North Bend, a municipal corporation of the State of Washington (“the City”) and BHC Consultants, a Limited Liability Corporation (“Consultant”) in consideration of the mutual benefits and conditions contained herein.

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

WHEREAS, Consultant is in the business of performing such services, which are described below; and

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Services.** Consultant shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** This contract is designed to cover work for developer pass-thru projects. City of North Bend projects shall be under separate contract. Consultant will invoice the City monthly based upon the fee schedule set forth in **Exhibit B** attached hereto, which is incorporated by this reference as if fully set forth. Consultant rates may increase annually, but not more than 5% annually, and not without prior submission to and approval of any new rate tables by the City of North Bend administratively. The City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to the City prior to or along with the first invoice.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing February 6, 2024, and ending December 31, 2026, unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein. Upon expiration of the initial term of this Agreement, this Agreement shall automatically renew for additional one-year terms; provided, the City may terminate the contract at any time with or without cause.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, Consultant shall provide to the City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by the City, all final documents, reports, or studies shall be provided to the City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in this Agreement.

**5. Independent Contractor.** The City and Consultant agree that Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither Consultant nor any of Consultant's employees shall be entitled, by virtue of the services provided under this Agreement, to any benefits afforded to City employees. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers' compensation, or for otherwise assuming the duties of an employer with respect to Consultant or Consultant's employees.

**6. Indemnification.** Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, Consultant's liability hereunder—including the duty and cost to defend—shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under *Industrial Insurance*, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**7. Insurance.** Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit Consultant's liability to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Scope of Required Insurance. Consultant shall maintain insurance of the types and coverage described below:

1. **Automobile liability insurance**, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. **Commercial general liability insurance**, written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the work performed for the City, using an additional insured endorsement at least as broad as ISO CG 20 26.
3. **Professional liability insurance** appropriate to the Consultant's profession, written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

4. **Workers' compensation coverage** as required by the Industrial Insurance laws of the State of Washington.
- B. **Additional Insurance Provisions.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Consultant's automobile liability and commercial general liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- C. **Certificates of Insurance.** Within fifteen (15) days of the execution of this Agreement, Consultant shall deliver original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this Section 7.
- D. **Failure to Maintain Insurance.** Consultant's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- E. **Full Availability of Consultant Limits.** If Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

8. **Recordkeeping and “Red Flag” Rules.**

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

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

- A. Consultant shall procure and maintain a City business license in accordance with Chapter 5.04 NBMC, *Business Licenses and Business and Occupation Tax*, prior to beginning work under this Agreement. Consultant assumes responsibility for and ensures that all contractors, subcontractors and suppliers shall also obtain a City business license.
- B. Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to Chapters 5.04 and 5.05 NBMC, and Consultant agrees to comply with all applicable laws regarding the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If the City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Consultant shall reimburse and hold the City harmless from such costs, including attorneys' fees. Consultant shall also require all contractors, subcontractors and suppliers to pay all charges and taxes in accordance with this Section 9.
- C. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by the City or any other governmental body, then Consultant authorizes the City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Consultant's total compensation.

**10. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the term of this Agreement. The City shall have the right to conduct an audit of Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of Consultant.

**11. Termination.** This Agreement may be terminated by the City at any time upon thirty (30) days' written notice; provided, that if Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement as provided in Subsection 7(D) herein.

**12. Discrimination Prohibited.** Consultant shall not discriminate against any employee, applicant for employment, or any person seeking Consultant's services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**13. Assignment and Subcontract.** Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**14. Entire Agreement; Modification.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments or addenda signed by both parties.

**15. Notices.** Notices required hereunder shall be delivered via certified U.S. mail to the addresses below:

To the City of North Bend:      David Miller  
City of North Bend  
920 SE Cedar Falls Way  
North Bend, WA 98045  
Phone: (425) 888-1211

To Consultant:      Shane Daugherty, Program Director  
BHC Consultants, LLC  
1601 Fifth Avenue, Suite 500  
Seattle, WA 98101  
[shane.daugherty@bhconsultants.com](mailto:shane.daugherty@bhconsultants.com)  
Phone: (206) 505-3400

**16. Security.** Consultant will protect confidential information provided by the City pursuant to this Agreement by adhering to policies governing physical, electronic, and managerial safeguards against unauthorized access to an unauthorized disclosure of confidential information. Security standards shall meet or exceed Washington State Office of the Chief Information Officer Standard No. 141.10. Only authorized employees of Consultant shall have access to the City's confidential information, and only for the purposes specified in this Agreement. Consultant shall, within 24 hours of discovery, report to the City any use, access to or disclosure of the City's confidential information not previously authorized by the City.

**17. Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly and exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its costs of suit, including attorneys' fees and expert witness fees.

BY THEIR SIGNATURES BELOW, the authorized agents of the parties enter into this Agreement as of the day and year first written above.

**CITY OF NORTH BEND**

**BHC Consultants, LLC**

By: \_\_\_\_\_  
Mary Miller, Mayor

By: \_\_\_\_\_  
Jim Gross, President

**Attest/Authenticated:**

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

**Approved As To Form:**

\_\_\_\_\_  
Kendra Rosenberg, City Attorney

**EXHIBIT A:**  
**SCOPE OF SERVICES**

Consultant shall furnish and perform services including, but not limited to, the description of work and deliverable items indicated below:

**1. Plan Review**

The City of North Bend (City) will determine which plans and building permit applications will be reviewed by BHC. BHC will review such plans submitted with building permit applications for structural and non-structural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and the City of North Bend, except that BHC will confer with the Building Official and/or his/her agent on any portion of the review that specifically requires the approval of the Building Official as specified in the code(s).

- A. The specified services to be performed by BHC shall be specified in a Letter of Authorization issued by the City for each set of plans and permit application.
- B. BHC will not design for applicants, make any structural changes on the plans, or make any changes that directly contradict other information on the plans.
- C. Reviews shall be conducted by BHC and under direction of BHC staff and consultants.
- D. If corrections or additions are required, BHC will write a comment letter addressed to the applicant. The City or, BHC at the direction of the City, will provide the comment letter, along with any additional City requirements to the applicant. The comment letter will indicate to the applicant that they are required to submit the revisions/additions once addressed to BHC per the submittal requirements and/or guideline checklists for the permit type under review.
- E. When the plans and applications are consistent with the City's codes and standards, BHC will indicate that the plans and applications have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer's name and date of compliance will be affixed to each sheet of the required digital submittal documents. In the event digital submittal documents are not available up to two sets of drawings (as provided by the applicant) including the cover sheet will be stamped in the same manner and provided back to the City.
- F. Full reviews will include structural, non-structural, accessibility, energy, and ventilation requirements as applicable. Partial reviews will be indicated herein as either structural or non-structural or as mutually agreed upon. Initial reviews shall be within the timelines identified in section 2 below.

## 2. Process

- A. The City reserves the right to determine the process and method of Work by BHC. At its sole option, the City will determine if it wishes to contract with BHC on a time and materials basis or a percentage basis and as agreed upon by the City and BHC.
- B. The City will notify BHC in writing which plans and applications are to be reviewed by BHC.
- C. The City will intake, track, and process the permit applications and all revisions per current building and permit administration procedures through in-house platforms which may include paper or electronic processing. BHC will conduct its services on both these platforms.
- D. Electronic application submittal, review, and approval will be coordinated by the City through the City platform. BHC will identify its staff who will have user access to and participate in the City platform. All submittal materials from applicant shall be digital PDF or other compatible file type (e.g. .jpg). BHC will perform the reviews and coordination in the same manner using Bluebeam Revu PDFs and Word documents.
- E. For transmission of application materials received through the in-house platform, electronic files between the City and BHC will be via a file transfer method such as a SharePoint file link, FTP link, cloud-based file link or similar. BHC utilizes a SharePoint system and can provide the means of file transfer. The City application materials will generally be available within the platform and will not require file transfer. Email may be used at the discretion of BHC and City staff.
- F. For transportation of non-electronic documents, BHC will be responsible for the transportation and cost of returning permit review documents back to the City. The City will be responsible for the transportation and cost of delivering permit review documents to BHC.
- G. BHC will conduct the initial review, revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the City of compliance, or if the drawings are still not as required, contact the applicant and the City with additional revision requests within the time frames specified below unless negotiated otherwise:

Project Type*	Initial Review	Re-Review
Single-Family	10 working days (2 weeks)	10 working days (1 – 2 weeks)
Multi-Family	15 - 20 working days (3 - 4 weeks)	10 working days (2 weeks)
Commercial	20 - 30 working days (4 - 5 weeks)	15 working days (3 weeks)

\*These timelines are subject to changes to applicable City rules and regulations and RCW as amended and as mutually agreed upon.

- H. The review timelines set forth above may be revised for any given project, upon written

consent of both the City and BHC.

- I. BHC will not be held responsible for delays attributable to any *force majeure* events. For the purposes of this section, an event of *force majeure* shall mean any cause beyond the control of the either party including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence such party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. *Force majeure* does not include (i) a failure of performance that is due to an affected party's own negligence or intentional wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected party fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected party.

**EXHIBIT B:**  
**SCHEDULE OF RATES, CHARGES AND FEES**

<u>Classification</u>	<u>Hourly Rate</u>
Building Inspector, Combination	\$98
Building Official/ Inspections (Director/Assist. Manager)	\$180
Plan Examiner – nonstructural	\$160
Fire code and sprinkler (FPE)	\$140
Structural plan review (QA/QC)	\$250
Structural Senior plan review (senior engineer)	\$240
Structural plan review (staff engineer)	\$170
Electrical plan review (QA/QC)	\$250
Electrical plan review (Senior Engineer)	\$230
Electrical plan review (Staff Engineer)	\$150
Electrical plan examiner (not Engineer)	\$135
Electrical Inspector	\$105
Civil/site plan review (QA/QC)	\$250
Civil/site plan review (senior engineer)	\$220
Civil/site plan review (staff engineer)	\$150
Civil/site Inspector (P.E.)	\$165
Civil/site Inspector	\$150
Administration Assistance	\$115

### 3. Plan Review Fee

*The following fee determination criteria is intended to include the review of plans sent to BHC for review and approval. The reviews will typically be for new construction, substantial remodel, and alterations of both residential and commercial structures. Incidental over-the-counter plan review performed by BHC staff while on-site at the City will be included as part of the daily tasks performed at the hourly rate identified in the Labor Rate Schedule.*

**LUMP SUM:** The City shall pay BHC a lump-sum fee for performing an initial review and one recheck for each project. The fee shall be based on a percentage of the plan review fee as tabulated below or as mutually agreed upon between the City and BHC. The plan review fee shall be based on the fees charged by resolution for the City. At the request of the City and in concurrence by BHC, plan review fees may be determined to be charged at the hourly rates as identified in the Labor Rate Schedule as opposed to the following “fixed fee” rates:

<b><u>Commercial and Multi-Family Projects</u></b>	<b><i>Lump Sum/Fixed Fee Percentage of Plan Review</i></b>	
	<b>Valuation &lt; \$2,000,000</b>	<b>Valuation \$2,000,000 To \$5,000,000</b>
Complete Plan Review	75%	70%
Partial Plan Review (structural only or nonstructural only)	65%	55%
**Minimum Fee of \$500		
	<b>Valuation \$5,000,001 to \$10,000,000</b>	<b>Valuation \$10,000,001 and up</b>
Complete Plan Review	65%	50%
Partial Plan Review (structural only or nonstructural only)	45%	35%
<b><u>Single Family Projects</u></b>		
Complete Plan Review	75% of Plan Review Fee	
Partial Plan Review (structural only or nonstructural only)	50% of Plan Review Fee	
**Minimum Fee of \$500		

Residential: (Single Family Dwelling)

A. Full Plan Review:

Includes structural, non-structural Fire & Life Safety, mechanical, plumbing, State Energy, and applicable items in the City's Municipal Code.

Non-Residential:

B. Full Plan Review:

Includes structural, non-structural Fire & Life Safety, Barrier Free ADA accessibility and/or State Energy Code, *Mechanical (IMC) and/or Plumbing (UPC)*.

C. Partial Plan Review:

Will consist of one of the following:

- IBC non-structural Fire & Life Safety including mechanical/plumbing when issued as a part of a combination building permit, State Energy and Barrier Free ADA accessibility review.
- OR-
- IBC Structural ONLY

D. Mechanical/Plumbing: (issued as a separate permit)

When a permit for such work is issued separately from a building combination permit and the permit fee is based on valuation of such work separate from the building permit, the fee will be assessed at the partial review percentage noted above. If the permit fee is based on a unit fee per the IMC or UPC, the fee will be charged at the hourly rate as identified in the Labor Rate Schedule.

**E. Electrical Plan Review:**

Will be charged hourly at the Electrical Plan Review rate as identified in the Labor Rate Schedule.

**F. Civil/Site Plan Review:**

Will be charged hourly at the Civil Site Plan Review rate as identified in the Labor Rate Schedule. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates shown in Labor Rate Schedule

**G. Fire Code, Fire Sprinkler, Fire Alarm:**

Will be charged hourly at the Civil Site Plan Review rate as identified in the Labor Rate Schedule.

**H. Attachment “B” Labor Rate Schedule** will be utilized for all hourly fees unless negotiated otherwise between BHC and the City.

**I. Fixed Fee** plan review includes the initial plan review plus one (1) recheck. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates identified in the Labor Rate Schedule.

**J. All “fixed fee” and/or “hourly” projects** shall have a minimum fee of \$500 to cover set up, tracking, coordination, and initial review.

**K. Expedited plan review services** are available upon request. Fee is negotiated based on timeline requested at a rate of 150% to 200% of the hourly rates identified in the Labor Rate Schedule or as negotiated otherwise. Once the fee is negotiated the City is to inform the applicant of the fee ahead of the notice to proceed. Billing for authorized expedited services will be identified in the statement further described below.

**L. A joint BHC plan review and City split review option** may be negotiated prior to the start of the project.

## **4. Building Inspection Services**

BHC will provide a certified building inspector, certified building official or state licensed Architect or certified electrical inspector (*for electrical inspections only*) to perform the following services on an as-needed, on-call basis for Residential and Commercial buildings:

**A. Upon authorization by the City, the inspector will perform building inspection services for the City.**

**B. At the request of the City, the inspector shall be asked to perform one or more of the following inspection tasks:**

**a. Non-structural fire and life safety inspections**

**b. Structural inspections**

- c. Energy code inspections
- d. Barrier free ADA inspections
- e. Mechanical & plumbing inspections
- f. Electrical inspections (*if applicable*)

Additional service when requested by be provided for:

- g. Fire protection, sprinkler, and alarm review
- h. Site civil and drainage review

- C. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and Energy Code (WAC 51-11), and the applicable City Building Codes, except that inspector will confer with the City Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable code(s), or that involves an unusual interpretation.
- D. Inspections will be done in accordance with all codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained in the manner required for the specific project and on the office copy of the permit. Inspections can be negotiated to be in person or virtual remote inspection, or as requested otherwise by the City. *Note: Plan review approvals are not inspections.*

The City shall guarantee a minimum of four (4) hours of inspection work each day inspection services are provided. Inspection time is calculated portal to portal further explained below.

## 5. Additional Services Required

- A. BHC's Principal Consultant will act as the City's Building Official on an as-needed basis for services including code interpretation and administrative needs such as ordinance review at the hourly rates identified in the Labor Rate Schedule.
- B. Pre-permit plan review meetings to review code requirements and City permit coordination will be charged at the hourly rates identified in the Labor Rate Schedule.
- C. Review of supplemental plans or deferred submittals (information not provided at time of initial review but required for plan approval, i.e., truss specification/plans, fire protection/alarm details, etc.) will be charged at the hourly rates identified in the Labor Rate Schedule.
- D. Revisions to plans that require additional plan review will be charged at the hourly rates identified in the Labor Rate Schedule.
- E. Addendums to approved plans that require additional plan review will be charged at the hourly rates identified in the Labor Rate Schedule.
- F. Attendance of meetings in person or remotely when requested by the City will be charged at the hourly rates identified in the Labor Rate Schedule.
- G. Separate Fire Code, Fire Sprinkler, Fire Alarm and when not part of the full plan review,

mechanical, and plumbing reviews when requested by the City will be charged at the hourly rates identified in the Labor Rate Schedule.

## 6. Additional

- A. All other review services and reviews in excess of two (the initial review plus one re-check) shall be paid on a time-and-expense basis using the applicable hourly rate identified in the Labor Rate Schedule.
- B. In-house plan review and other services will be provided as desired by the City and agreed upon by BHC on a time-and-expense basis using an hourly rate identified in the Labor Rate Schedule.
- C. Valuation figures used to determine the plan review fees will be calculated based on the City's Fee Resolution. The plan review fee will be determined by the City and the proposed plan review fee amount shall be submitted to BHC for each project for review and approval.
- D. Billing statements will be issued for reviews that receive a full initial review in the preceding month or other acceptable time period. A full initial review shall constitute an earned fee for both the City and BHC. Each statement will include the permit application number and owner or project name of the plans reviewed with the fee.
- E. The City shall have the right to withhold payment to BHC for any work not completed in a satisfactory manner until such time that BHC modifies such work to the satisfaction of the City.
- F. Hourly rates shown are portal to portal from inspector's residence or the Tacoma office, whichever is less for on-call services.
- G. All mileage included by BHC will be reimbursed at the most current IRS rate at the time of service. Mileage will not be assessed on travel using client supplied vehicle.
- H. BHC staff's normal workdays are Monday through Friday (8am~5pm, PST). Office work on Saturdays, Sundays or City Holidays will be performed only at specific request of the City. Billing for work performed outside normal work hours or on Saturdays, Sundays, or City Holidays shall be at 150% of the rates shown above.

**EXHIBIT C:**  
**TAXPAYER IDENTIFICATION NUMBER**

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

In order for you to receive reimbursement from the City of North Bend, we must have either a Taxpayer Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of North Bend before or along the submittal of the first billing voucher.

Please check the appropriate category:

Corporation       Partnership       Government Agency  
 Individual/Sole Proprietor       Other (please explain)

TIN#:    \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

SS#:    \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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

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

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

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

**EXHIBIT D:**  
**CITY OF NORTH BEND**  
**IDENTITY THEFT PREVENTION PROGRAM**

**I. PROGRAM ADOPTION**

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

**II. PROGRAM PURPOSE AND DEFINITIONS**

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

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

B. Red Flags Rule Definitions Used in this Program. For the purposes of this Program, the following definitions apply:

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

“**Covered account**” means:

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

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

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

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

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

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

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

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

### **III. IDENTIFICATION OF RED FLAGS**

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

**A. Notification and Warnings from Credit Reporting Agencies – Red Flags.**

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

**B. Suspicious Documents – Red Flags.**

- Identification document or card that appears to be forged, altered or inauthentic;
- Identification document or card on which a person’s photograph or physical description is not consistent with the person presenting the document;

- Other document with information that is not consistent with existing customer information (such as a person's signature on a check appears forged); and
- Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information – Red Flags.

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

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

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

E. Alerts from Others – Red Flag.

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

**IV. DETECTING RED FLAGS**

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

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

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

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

## **V. PREVENTING AND MITIGATING IDENTITY THEFT**

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

A. Prevent and Mitigate Identity Theft.

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

B. Protect Customer Identifying Information. In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City shall take the following steps

with respect to its internal operating procedures to protect customer identifying information:

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

## VI. PROGRAM ADMINISTRATION

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

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

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

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

C. Service Provider Arrangements. In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

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

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

## **VII. PROGRAM UPDATES**

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



# City Council Agenda Bill

SUBJECT:	Agenda Date: February 6, 2024	AB24-013
<b>Resolution Authorizing Transportation Improvement Board Grant Agreement and Matching Funds for the 2024 Overlay Multiple Locations Project</b>	Department/Committee/Individual	
Cost Impact: \$171,970	Mayor Mary Miller	
Fund Source: Streets Overlay (103)	City Administrator – David Miller	
Timeline: 2024	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – Rebecca Deming	
	Finance – Vacant	
	Public Works – Mark Rigos, P.E.	X

**Attachments:** Resolution, TIB Fuel Tax Grant Agreement, TIB Project Funding Status Form

## SUMMARY STATEMENT:

In August 2023, the City of North Bend (“City”) applied for the annual 2024 Pavement Overlay Multiple Locations Grant (“Grant”) from Washington State Transportation Improvement Board (“TIB”) in the amount of \$974,496 for the City’s 2024 Overlay, Multiple Locations Project (“Project”). This project will overlay (1) Cedar Falls Way from North Bend Way to 436<sup>th</sup> Avenue and (2) Ballarat Avenue NE from NE 12<sup>th</sup> Street (SE 108<sup>th</sup> Street) to NE 8<sup>th</sup> Street. This annual maintenance preservation grant was awarded by TIB in December 2023 to the City of North Bend (“City”) in the amount of \$974,496 with a required match from the City in the amount of \$171,970.

These two segments of Cedar Falls Way and Ballarat Ave. are approximately 8,085 feet in total length with variable pavement widths depending on the location. The design and construction of this Project is scheduled for 2024.

Before TIB grant funds can be used, several administrative items need to be completed, which includes Grant acceptance by the City Council, execution of a Fuel Tax Grant Agreement, and execution of a Project Funding Status Form. The City’s matching funds of \$171,970 will be taken from the City’s annual Street Overlay Fund in 2024.

**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 AB24-013, a resolution authorizing a Transportation Improvement Board (TIB) Grant Agreement and Matching Funds for the 2024 Overlay Multiple Locations Project.**

## RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
February 6, 2024		



## RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,  
WASHINGTON, ACCEPTING A WASHINGTON STATE  
TRANSPORTATION IMPROVEMENT BOARD GRANT  
IN THE AMOUNT OF \$974,496 FOR THE 2024 TIB  
OVERLAY MULTIPLE LOCATIONS PROJECT, AND  
AUTHORIZING A MATCH OF \$171,970 IN LOCAL  
FUNDS FOR THE 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 related to TIB project number 3-P-804(007)-1 and the TIB awarded the City a maximum grant amount of \$974,496 for the City’s 2024 Overlay Multiple Locations Project (“Project”); and

**WHEREAS**, the “Project”, which includes overlay of (1) Cedar Falls Way from North Bend Way to 436<sup>th</sup> Street, and (2) Ballarat Avenue NE from NE 12<sup>th</sup> Street (SE 108<sup>th</sup> St) to NE 8<sup>th</sup> Street, which is in the City’s 2023-2028 Transportation Improvement Plan (“TIP”); and

**WHEREAS**, the TIB awarded the City a grant in the amount of \$974,496 for the Project; and

**WHEREAS**, the TIB grant award requires the City to contribute a local match of \$171,970 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 \$974,496 for the 2024 Overlay Multiple Locations Project, and authorizes a local match of \$171,970, 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 6<sup>TH</sup> DAY OF  
FEBRUARY, 2024.**

**CITY OF NORTH BEND:**

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**Mary Miller, Mayor**

**APPROVED AS TO FORM:**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:

Posted:

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**Susie Oppedal, City Clerk**



City of North Bend  
3-P-804(007)-1  
2024 Overlay  
Multiple Locations

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

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2024 Overlay, Multiple Locations (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 85.0000 percent of approved eligible project costs up to the amount of \$974,496, 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

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Chief Executive Officer

Date

---

Executive Director

Date

---

Print Name

---

Print Name





Transportation Improvement Board

## Project Funding Status Form

Council Packet February 6, 2023

Agency Name: **NORTH BEND**  
Project Name: **2024 Overlay**  
**Multiple Locations**

TIB Project Number: **3-P-804(007)-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	171,970	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>171,970</b>	

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**

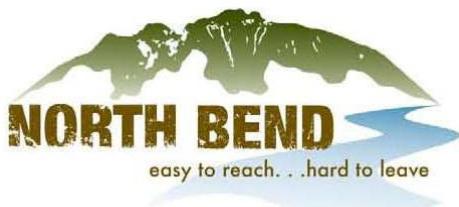
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title





## City Council Agenda Bill

SUBJECT:	Agenda Date: February 6, 2024	AB24-014
<b>Motion Authorizing a Professional Services Agreement with DCG/Watershed for the Shoreline Public Access and Trail Plan</b>	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	X
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
Cost Impact: N/A	Finance – vacant	
Fund Source: Grant	Public Works – Mark Rigos	
Timeline: Immediate		

**Attachments:** Exhibit A - DCG/Watershed Work Scope and Fee

### SUMMARY STATEMENT:

The City of North Bend received funds from the Department of Ecology (“DOE”) for Shoreline Public Access and Trail Planning (“Grant”).

DCG/Watershed will be tasked with ensuring that the deliverables meet the grant requirements for reimbursement. Activities funded with this Grant are not required to directly result in Shoreline Master Plan amendments but are expected to serve the public interest and support the policies of the Shoreline Management Act (RCW 90.58.020). Further details about the Grant and anticipated work are included in the attached Exhibit A.

**APPLICABLE BRAND GUIDELINES:** Sustainably managed growth.

**COMMITTEE REVIEW AND RECOMMENDATION:** This item was discussed at the January 16, 2024 Community and Economic Development Committee meeting and was recommended for approval and placement on the Consent Agenda.

**RECOMMENDED ACTION:** **MOTION to approve AB24-014, authorizing the Mayor to sign a Professional Services Agreement with DCG/Watershed for work on the Shoreline Public Access and Trail Planning, in a form and content acceptable to the City Attorney, in an amount not to exceed \$90,000.00.**

### RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
February 6, 2024		



## EXHIBIT A

### CITY OF NORTH BEND INTEGRATED SHORELINE ACCESS & TRAILS PLAN

#### SCOPE OF WORK

##### **Task 1 – City and Ecology Grant Coordination only (no DCG/Watershed scope)**

##### **Task 2 – Public Involvement.**

Work tasks are generally described below and may be refined based upon the outcome of the project kick-off meeting and development and implementation of the public engagement plan (Task 2.2 below). The project duration is assumed to be 16 months with work anticipated to commence in early 2024.

##### **2.1 Project Management (\$10,000)**

**2.1.1** General project management tasks include scheduling, communication and coordination with the City staff and project team including regularly scheduled meetings. Other tasks include tracking scope and budget and preparation of invoices.

**2.1.2 Project Kick-off and Coordination.** At the start of this project, DCG/Watershed (Consultant) will have a virtual kick-off meeting with City staff to review the scope of work consistent with Ecology's grant requirements, discuss roles and expectations, agree on initial tasks and timeline and coordinate on known resources to be delivered to the project team. The Consultant will follow up with a project schedule for both outreach and deliverables from the team.

**2.1.3 Quality Assurance Project Plan (QAPP).** In coordination with the City and Ecology, Consultant will complete a QAPP to establish objectives of the Shoreline Public Access Plan and methodologies for carrying out plan completion. This includes GIS data inventory and mapping of existing features, new proposed and/or enhanced shoreline public access and trail sites and/or facilities, as well as establishing a methodology for evaluating ecological impacts.

##### **2.2 Public Involvement. (\$30,000)**

Consultant will consult with City staff to develop a Public Engagement Plan and schedule that outlines outreach methods to provide opportunities for public involvement during integrated shoreline access and trails plan development and adoption. This will include outreach content creation and development. The following outreach activities may include:

- In-person design workshop open to the public
- In-person design workshop with a focus group of stakeholders
- Online project website open to the public
- Online survey open to the public

If outreach includes design workshops, Consultant role would be to facilitate any workshops in-person to engage the public. Prior to these public events, Consultant staff would walk-through

pre-selected sites with City staff, as well as internal project stakeholders such as Si View Parks and King County to review opportunities and constraints with existing management, and access.

The Consultant role during public meetings would be to focus on soliciting and recording public feedback prompted using outreach materials created and presented by the Consultant. The City role would be to manage all meeting logistics and coordination, including securing the meeting location, publishing outreach materials, mailing, and public noticing, as well as Tribal coordination.

Establish project website that facilitates the Engagement Plan. Consider if an online or person by person survey is desired. The type of website and amount of information included can vary widely, as can the role of the Consultant in the creation and maintenance of the website. The same variation applies to the development of an online survey. These details will be determined during the development of the outreach plan with the goal of a diverse plan that is within the pre-determined budget.

In order to seek input from the community at large outreach will include presentations to city governing bodies including the Parks and/or Planning Commission and City Council. Members of Consultant role will attend the meetings in person and present project updates such as findings and recommendations, draft code amendments if applicable and trails plan documentation, as well as answer technical questions.

### **Task 3 – Public Access & Trail Plan (\$50,000)**

**3.1 Site Inventory, Analysis, and Permit Feasibility Review.** Consultant will complete an inventory and assessment of existing public access opportunities and constraints, including environmental constraints, shoreline property ownership (public versus private, as well as county easements), and public access sites (improved versus unimproved), utilizing available reports and GIS data (e.g. City's Shoreline Inventory and Characterization Report).

Consultant will review local, state, and federal permitting implications as well as evaluate potential project sites and proposals. Finally, tribal concerns and potential comments regarding cultural resources along the shoreline will be addressed, as needed.

**3.2 Project Prioritization.** Consultant will compile existing proposed projects that have been presented to the public or included in recently adopted plans that meet the shoreline access needs identified through the outreach process. If any additional projects arise during the inventory and analysis phase, then those will be included as well. Projects will be analyzed and rated using available information, public input, and additional GIS analysis. Projects will then be prioritized for implementation.

**3.3 Plan Development.** Consultant will prepare the Shoreline Public Access & Trail Plan with City and public input. Plan elements may include but are not limited to the following:

- Background evaluation, including regional context and connectivity, public partners, and Shoreline Management Act description.
- Inventory of existing public shoreline access
- Proposed projects to expand public shoreline access, including genesis of recommended projects and GIS opportunities/constraints analysis.

- Description of project will include information such as: Permitting complexity, Rough Order of Magnitude cost estimate, mitigation sequencing, and whether an SMP amendment is necessary.
- Formal appraisal of select proposed properties and/or easements, if applicable.
- Summary of public involvement and feedback, including public outreach plan.

This effort is limited to one preliminary draft document for City staff review, followed by a final plan that has incorporated input from City and any other focus groups as identified in the public outreach plan.

**3.4 SMP Amendment.** Consultant will provide draft SMP amendment language to the North Bend Municipal code. Amendments to additional City policies and regulations (if needed), including but not limited to the City's zoning code will be City staff responsibility. (To be included in the plan as an appendix item.)

## Assumptions

1. *The total budget dedicated to appraisals is limited to a total dollar figure of \$5,000, and does not guarantee a full appraisal of all proposed project properties within shoreline jurisdiction.*
  - a. *The purpose of this Appraisal Report(s) is to provide both an opinion of the "As-Is" market value of the subject property, or the "Hypothetical" value of a partial taking based on specifications provided by the City. The value indication "As-Is" reflects the state of the property in the condition observed upon inspection. This is also how the site physically and legally exists without hypothetical conditions, special assumptions, or qualifications as of the effective date the appraisal is prepared. The reliance on this hypothetical condition may affect the assignment results, (USPAP Standard 2 (xv)).*
  - b. *We will rely on the City and/or their agents to provide appropriate financial records, lease documents, maintenance records, and recent purchase cost/construction information, as appropriate. Public records alone may not suffice to identify special sale or market conditions or other problems with a particular transaction. The report will not take into consideration any environmental issues that may or may not be present, outside planning level publicly available GIS information garnered under Task 3.1.*
2. *No pre-engineering is included as part of this planning effort. Consultant is not responsible for vetting potential projects from a geotechnical, structural, or civil engineering perspective.*
3. *Consultant makes no guarantees the Integrated Shoreline Public Access and Trails Plan planning-level effort will be adopted by City Council.*
4. *Environmental constraint review will be limited to planning-level publicly available GIS information. This effort will not include site visit(s) to vet planning-level environmental constraint data at a site-specific level.*
5. *City will complete a SEPA checklist and separate threshold determination, as required, for future grant funding consideration and/or SMP Amendment.*

## ATTACHMENT B

### CITY OF NORTH BEND | INTEGRATED SHORELINE ACCESS & TRAILS PLAN

#### COMPENSATION

Task #	Task	Total Cost
Task 1: Ecology and City Grant Coordination		
	<b>Task 2: Project Coordination, Public Involvement &amp; Local Adoption Presentations</b>	<b>\$40,000</b>
	<b>Task 3: Public Access and Trail Plan</b>	<b>\$50,000</b>
	<b>Total</b>	<b>\$90,000*</b>

\*Includes travel and paper production expenses, as necessary

**Hourly Rates Effective January 2024\***

Dan Nickel, MSc	Environmental Engineer	\$250.00
Hugh Mortensen, PWS	Senior Ecologist	\$250.00
J. Kenny Booth, AICP	Senior Planner	\$250.00
Al Wald, LHg	Senior Hydrogeologist	\$215.00
Amber Miklusak, PLA, GISP, MLA	Director of Landscape Architecture	\$198.00
Nell Lund, PWS	Senior Ecologist	\$197.00
Ryan Kahlo, PWS	Senior Ecologist	\$197.00
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	\$190.00
Colin Macdonald	Restoration Biologist	\$185.00
Kimberly Frappier, MSc	Environmental Planner	\$181.52
Katy Crandall, PWS	Ecologist/Arborist	\$180.00
Marina French, PLA, MLA	Senior Landscape Architect	\$178.00
Peter Heltzel, MSc, CFP	Fisheries Biologist	\$175.00
Matt Covert	Senior Planner	\$173.66
James Carlson, PLA	Senior Landscape Architect	\$172.00
Chuck McDowell, PLA	Landscape Architect	\$172.00
Clover McIngalls, PWS	Environmental Planner	\$171.40
Alex Capron, AICP	Senior Planner/GIS Specialist	\$170.00
Sam Payne, PWS	Ecologist/Arborist	\$162.50
Kyle Braun, PLA	Landscape Architect/Arborist	\$158.00
Dawn Spilsbury	GIS Analyst/FAA Licensed Drone Pilot	\$151.57
April Mulcahy	Ecological Designer/Arborist	\$151.45
Roen Hohlfeld, MLA	Ecologist/Arborist/Landscape Designer	\$150.65
Devin Melville	Environmental Planner	\$146.31
Alex Plumb	Environmental Planner	\$142.15
Laura Jones	Environmental Planner	\$140.07
Ian Garnier	Landscape Designer	\$139.17
Lars Freeman-Wood	Arborist	\$138.13
Amanda Sanelli, PLA, MLA	Landscape Architect	\$136.34
Nathan Burroughs, MSc	GIS Analyst	\$135.87
Grace Brennan	Ecologist	\$134.02
Alexis Ochoa	Arborist	\$134.00
Evan Earhart	Arborist	\$131.83
Brent Rutley	Ecologist	\$130.44
Sage Yuasa	Ecologist	\$130.00
Anna Murphy	Ecologist	\$129.93
Hui Cao	Landscape Designer	\$122.17
Fern Huynh	Landscape Designer	\$118.38
Angela Mele	Interpretive Planner	\$100.00
Debra Klein	Accountant	\$120.00
Sandy Jimenez	Project Coordinator	\$110.00
Laura Keil	Landscape Designer	\$113.40
Jesse Rogers	Arborist	\$97.20
Kim Miller	Desktop Publisher	\$120.00
Hilary Hahn	Environmental Planner	\$100.00

\*Rates for 2024 only; escalator clause for cost of living may apply in future years

**Acronym Key:**

CFP = Certified Fisheries Professional as certified by the American Fisheries Society

PE = Professional Engineer

EIT = Engineer In Training

GIS = Geographic Information System

PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists

PLA = State of Washington Professional Landscape Architect

AICP = American Institute of Certified Planners

MSc = Master of Science degree

MLA = Master of Landscape Architecture

GISP = GIS Professional

**Direct Costs:**

<b><u>Auto Mileage</u></b> Maximum standard rate allowable by IRS			
<b><u>Reproduction:</u></b>			
<b><u>Black &amp; White Printing</u></b>	<b><u>Rate per Page</u></b>	<b><u>Plotting</u></b>	<b><u>Rate per SF</u></b>
8 1/2 x 11	\$0.10	B&W Bond	\$1.05
11 x 17	\$0.20	Color Bond	\$1.18
12 x 18	\$0.30	B&W Glossy	\$12.18
		Color Glossy	\$13.76
<b><u>Color Printing</u></b>	<b><u>Rate per Page</u></b>		
8 1/2 x 11	\$1.00		
11 x 17	\$2.00		
12 x 18	\$2.50		
Outside Reproduction		At cost	
Electrofishing Equipment Fee		\$100.00/day	
Trimble Geo XH - GPS Equipment Fee		\$190.00/day	
Panasonic FZ-G1		\$130.00/day	
Solomat Water Quality Testing Equipment Fee		\$50.00/day	
YSI Salinity pH Meter		\$50.00/day	
Lodging and per diem		Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided.	
Other Direct Costs at Cost			





## City Council Agenda Bill

SUBJECT:	Agenda Date: February 6, 2024	AB24-015
<b>Motion Authorizing Reimbursement to Si View MPD for a Full Pavement Overlay on West Ribary Way Associated with the Tenant Trailhead Park Project</b>	Department/Committee/Individual	
Cost Impact: \$163,740.19	Mayor Mary Miller	
Fund Source: City's Annual Pavement Overlay Fund	City Administrator – David Miller	
Timeline: Quarter 1 or 2 of 2024	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Vacant	
	Public Works – Mark Rigos, P.E.	X

### Attachments:

#### SUMMARY STATEMENT:

Si View Metropolitan Park District's ("Si View") contractor Rodarte Construction ("Rodarte") is currently building Phase 2 of the Tenant Trailhead Park ("TTP") Project, which is anticipated to be completed in approximately May of 2024. TTP is located on the City of North Bend's ("City") west side and southwest of Exit 31 off of Interstate 90. TTP bisects West Ribary Way. Si View also managed Phase 1 TTP improvements which were recently completed, which consisted of building numerous bike trails in the forest. Phase 2 TTP improvements are more substantial and include construction of a paved parking lot, walkways, restroom facility, and utility connections. Most of TTP Phase 2 improvements are located southwest of Ribary Way. Along with the City, Phase 2 is also being constructed in partnership with King County and Si View. As with Phase 1, Si View is also managing Phase 2. Recently, the City agreed to provide Si View with \$350,000 in funds appropriated from the City's Park Impact Fee account to be used for TTP utility extensions and a restroom facility to improve the TTP user experience.

This Motion seeks to provide Si View with additional infrastructure funding for Phase 2 to provide a full width pavement overlay of 90% of the Ribary Way segment along the frontage of the TTP property. Si View is only required to overlay approximately 10% of Ribary Way for the Project, because that is where Si View's Project disturbs existing right-of-way with trenching for new water and sewer utilities. The remaining 90% segment of Ribary Way, from near the west edge of the location of the Arrive Townhomes to the western most City limits, was planned to be essentially undisturbed by Si View and Rodarte.

In the year 2020, the City scored Ribary Way's pavement condition to be between fair and poor (25 on Pavement Condition Index Map). Since then, the pavement condition has slightly worsened. The pavement exhibits longitudinal cracks, transverse cracks, minor alligatoring, rutting, and raveling. In late 2023, the City contracted with geotechnical engineering firm Pan Geo to evaluate Ribary Way's pavement condition, and Pan Geo provided a recommended design to the City which was then provided to Si View who in turn provided the design to Rodarte. Subsequently, Rodarte provided a change order quote to Si View in the amount of \$163,740.19 (see below quantities and costs) for that design, which includes a 2-inch thick pavement overlay over the remaining 90% of roadway. This segment of Ribary Way is 1,565 feet long and approximately 30 feet wide. Rodarte's work also includes pavement prepping and providing a tack coat to the existing pavement surface and paint striping. The paving will occur in suitable weather, likely in March or April 2024. The bid breakdown provided by Si View to the City is as follows:

A	685 TON of Bid Item 11 (HMA) @ \$173.75* Per Ton	\$ 119,018.75
B	1000 SY of Bid Item 13 (Grind) @ \$15 per SY	\$ 15,000.00
C	Traffic Control add to lump sum cost for Bid Item A-03	\$ 3,650.00
D	Consultant Fees	\$ 7,331.25

# City Council Agenda Bill

E	Contingency 3.5% (Don't know why road is sinking)	\$ 5,000.00
F	Sale Tax 9% (For A,B,C,E)	\$ 13,740.19
G	<b>Total Request to City Council</b>	<b>\$ 163,740.19</b>

\*Cost was reduced from original bid amount of \$180 per ton.

City Staff believe it is in the City's best interests to have this entire segment of Ribary Way overlayed at this time for the following reasons:

1. The existing pavement condition will worsen without an overlay, and future pavement repairs will likely be more costly;
2. The City will spend less on contractor mobilization costs, because a paving contractor working under Si View / Rodarte will already be at the TTP site;
3. The City will need to allocate fewer resources related to future staffing, because Si View will manage the paving sub-contractor working under Rodarte;
4. The City has adequate budget funds in its 2024 pavement management program (\$475k/year) for this work, in part because the City recently received nearly \$1 million in grant funds from Washington State Transportation Improvement Board to provide pavement overlays on Cedar Falls Way and a portion of Ballarat Avenue, thereby allowing the City's pavement management program funds to be used for this project;
5. The new pavement will result in a fresh blacktop pavement surface at the same time as the new park opens to the public; and
6. The City wants to continue to partner with Si View on park projects such as this.

If approved and upon completion of the paving, the City will reimburse Si View \$163,740.19. City Staff recommend this Motion be approved.

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

**COMMITTEE REVIEW AND RECOMMENDATION:** This item was discussed at the January 23, 2024 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

**RECOMMENDED ACTION:** **MOTION to approve AB24-015, authorizing reimbursement to Si View MPD for a pavement overlay on the 90% remainder segment of West Ribary Way associated with the Tenant Trailhead Park Project, in an amount not to exceed \$163,740.19.**

## RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 6, 2024		



## City Council Agenda Bill

SUBJECT:	Agenda Date: February 6, 2024	AB24-016
An Ordinance Amending North Bend Municipal Code Title 15 to Adopt the Current Building Code	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 – Public Works – Mark Rigos	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		

**Attachments:** Ordinance, Exhibit A – NBMC Chapter 15.02 – Construction Administrative Code, Exhibit B – NBMC Chapter 15.18 – International Fire Code

### SUMMARY STATEMENT:

The State Legislature established the State Building Code Council (RCW 19.27.031) to require the application of uniform construction codes for the State. The Legislature adopted the 2021 International Codes as the new “minimum” construction codes for the State of Washington. The 2021 International Codes were initially expected to become effective July 1, 2023, however, the State has delayed the effective date until March 15, 2024. As a local jurisdiction within the State of Washington, the City desires to adopt the mandated implementation of the newly adopted codes.

In 2021, the City Council updated the State Building and Construction Code chapters so as to not need to update the NBMC each time there is a new addition by referencing the current edition of the codes. However, this year there have been changes to the International Fire Code necessitating minor amendments to NBMC Chapter 15.18, the majority of which relate to reference numbering, deletions and relocated codes.

This year the State is adopting a new Wildland-Urban Interface Code. The attached proposed Ordinance amends NBMC Section 15.02.030 to include the Wildland-Urban Interface Code as an applicable administrative provision of the Construction Administrative Code. It also establishes a new Chapter 15.19 adopting by reference the Wildland-Urban Interface Code. The main objective in adopting the Wildland-Urban Interface Code is to establish minimum special regulations to safeguard life and property from the intrusion of wildfire. The requirements of the Wildland-Urban Interface Code will apply to construction activities, including construction of new structures, and alterations, movement, repair, maintenance and use of any building, structure, or premises, based on the Wildland Urban Interface Map.

The new Wildland-Urban Interface Code will trigger additional review and inspections. The cost of the additional review and inspections will mostly be recovered by the City because most of the plan check and permit fees are based on construction type and valuation. The City’s reroof permit, however, will now require a small amount of additional time for plan review and inspection above what is already covered by the City’s current flat fee for that permit. In order to cover this additional time, Staff is proposing to increase the flat fee for reroof permits from \$150 to \$360. A separate Ordinance updating this fee will be returning to Council at a future meeting.

### APPLICABLE BRAND GUIDELINES: Sustainably Managed Growth

**COMMITTEE REVIEW AND RECOMMENDATION:** The Community and Economic Development Committee reviewed this item at their May 16, 2023 and January 16, 2024 meetings and recommended approval and placement on the Consent Agenda.

# City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB24-016, an ordinance amending Chapter 15 of the NBMC to adopt the Current State Building Code, as a first and final reading.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 6, 2024		

# ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,  
WASHINGTON, RELATING TO NORTH BEND  
MUNICIPAL CODE TITLE 15, THE CITY'S BUILDINGS  
AND CONSTRUCTION CODE; AMENDING CHAPTER  
15.02 OF THE NBMC, CONSTRUCTION  
ADMINISTRATIVE CODE; AMENDING CHAPTER  
15.18 OF THE NBMC, INTERNATIONAL FIRE CODE;  
ESTABLISHING A NEW NBMC CHAPTER 15.19,  
INTERNATIONAL WILDLAND-URBAN INTERFACE  
CODE; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the City desires to amend certain sections of, and adopt a new section to, Chapter 15.02 of the North Bend Municipal Code (“NBMC”), the City’s Buildings and Construction Code; and

**WHEREAS**, the City desires to amend and repeal certain sections of, and adopt a new section within Chapter 15.18 of the NBMC, the City’s adoption of the International Fire Code; and

**WHEREAS**, the City desires to adopt a new Chapter of the NBMC, which shall be 15.19 and titled International Wildland-Urban Interface Code;

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

**Section 1. Chapter 15.02 of the NBMC, Construction Administrative Code, Amended:** The sections of Chapter 15.02 of the NBMC, Construction Administrative Code, are hereby amended as set forth in Exhibit A attached hereto and by this reference fully incorporated herein.

**Section 2. Chapter 15.18 of the NBMC, International Fire Code, Amended:** The sections of Chapter 15.18 of the NBMC, International Fire Code, are hereby amended, adopted, or repealed as set forth in Exhibit B attached hereto and by this reference fully incorporated herein.

**Section 3. Chapter 15.19 of the NBMC, International Wildland-Urban Interface Code, Established:** A new Chapter 15.19 of the NBMC, International Wildland-Urban Interface Code, is hereby established. NBMC Section 15.19.010 shall read as follows:

**15.19.010 International Wildland-Urban Interface Code**  
The current edition of the International Wildland-Urban Interface Code, published by the International Code Council, as adopted and hereafter amended by the State Building Code Council in Chapter 51-55 WAC, is hereby adopted by reference.

**Section 4. Severability:** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF  
FEBRUARY, 2024.**

**CITY OF NORTH BEND:**

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**Mary Miller, Mayor**

**APPROVED AS TO FORM:**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Published:

Effective:

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**Susie Oppedal, City Clerk**

**EXHIBIT A**

**NBMC CHAPTER 15.02  
CONSTRUCTION ADMINISTRATIVE CODE**

**15.02.030 Provisions which apply.**

The following provisions of the CAC, as adopted by the state of Washington and the city, shall apply to the administration of the current edition of the technical codes:

- A. International Building Code – Chapter 51-50 WAC;
- B. International Residential Code – Chapter 51-51 WAC;
- C. International Mechanical Code – Chapter 51-52 WAC;
- D. National Fuel Gas Code (NFPA 54) – Chapter 51-52 WAC;
- E. Liquefied Petroleum Gas Code (NFPA 58) – Chapter 51-52 WAC;
- F. International Fuel Gas Code – Chapter 51-52 WAC;
- G. International Fire Code – Chapter 51-54A WAC;
- H. International Wildland-Urban Interface Code – Chapter 51-55 WAC;
- I. Uniform Plumbing Code – Chapter 51-56 WAC;
- J. International Property Maintenance Code;
- K. International Green Construction Code; and
- L. International Existing Building Code – Chapter 51-50 WAC;
- M. International Swimming Pool and Spa Code – Chapter 51-50 WAC.

**15.02.050 Definitions.**

For purposes of the CAC, certain terms, phrases, words and their derivatives shall have the meanings set forth in this section. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third International Dictionary of the English Language, Unabridged, latest edition, provides ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

1. “Action” means a specific response complying fully with a specific request by the jurisdiction.
2. “Addition” means an extension or increase in floor area or height of a building or structure.
3. “Alter” or “alteration” means a change or modification of a building, structure or building service equipment.

4. “Approved,” as to materials, types of construction, equipment and systems, means and refers to approval by the building official as the result of investigation and tests conducted by the building official, or by reason of accepted principles or tests by recognized authorities, technical or scientific organizations.
5. “Approved agency” means an established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when the agency has been approved by the building official.
6. “Building” means a structure used or intended for supporting or sheltering a use or occupancy.
7. “Existing building” means a building erected prior to the adoption of Ordinance 1214, or one for which a legal building permit has been issued and approved.
8. “Building official” means the officer or other designated authority charged with the administration and enforcement of the CAC, or regularly authorized deputy thereof.
9. “Building service equipment” means and refers to the plumbing, mechanical and electrical equipment including piping, wiring, fixtures, and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting, and transportation facilities essential to the occupancy of the building or structure for its designated use.
10. “Current edition” shall mean the edition in effect, including amendments as adopted by the Washington State Building Code Council and except as amended by the city, at the time of submission to the city of a “complete response.”
11. “Complete response” means an adequate response to all requests from city staff in sufficient detail to allow the application to be processed as determined by the building official.
12. “Dangerous building code” shall mean the current edition of the International Property Maintenance Code promulgated by the International Code Council as adopted by the jurisdiction.
13. “Energy code” means the current edition of the International Energy Conservation Code promulgated by the Washington State Building Code Council as adopted by the jurisdiction.
14. “High-rise building” means buildings having occupied floors, or occupied roof, located more than 75 feet (22,860 mm) above the lowest level of fire department vehicle access.
15. “Housing code” means the current edition of the International Property Maintenance Code promulgated by the International Code Council as adopted by the jurisdiction.
16. “IBC” means the latest edition of the International Building Code promulgated by the International Code Council as adopted by this jurisdiction.
17. “IEBC” means the latest edition of the International Existing Building Code promulgated by the International Code Council as adopted by this jurisdiction.
18. “IFC” means the latest edition of the International Fire Code promulgated by the International Code Council as adopted by this jurisdiction.

19. “IWUIC” means the latest edition of the International Wildland-Urban Interface Code promulgated by the International Code Council as adopted by this jurisdiction.

19-20. “IMC” means the latest edition of the International Mechanical Code promulgated by the International Code Council as adopted by this jurisdiction.

20-21. “IPC” means the latest edition of the International Plumbing Code promulgated by the International Code Council as adopted by this jurisdiction.

21-22. “IRC” means the latest edition of the International Residential Code promulgated by the International Code Council as adopted by this jurisdiction.

22-23. “Listed” and “listing” are terms referring to equipment or materials included in a list by an approved testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of current production of listed equipment or materials. The published list shall state that the material or equipment complies with approved nationally recognized codes, standards, or tests and has been tested or evaluated and found suitable for use in a specified manner.

23-24. “LPG” means liquefied petroleum gas.

24-25. “NEC” means the latest edition of the National Electrical Code promulgated by the National Fire Protection Association.

25-26. “NFPA” means the National Fire Protection Association.

26-27. “Occupancy” means the purpose for which a building, or part thereof, is used or intended to be used.

27-28. “Owner” means any person, agent, firm, or corporation having legal or equitable interest in the property.

28-29. “Permit” means an official document or certificate issued by the building official authorizing performance or specified activity.

29-30. “Person” means a natural person, heirs, executors, administrators or assigns and includes a firm, partnership, or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

30-31. “Power tap” means a listed device for indoor use consisting of an attachment plug on one end of a flexible cord and two or more receptacles on the opposite end, and has over current protection.

31-32. “Repair” means the reconstruction or renewal of any part of an existing building, structure, or building service equipment for the purpose of its maintenance.

32-33. “Registered plan program” means a program to allow one set of approved plans to be used for construction of multiple identical buildings in order to reduce plan review time.

33-34. “SBCC” means the Washington State Building Code Council as appointed by the Governor of the state of Washington.

34.35. "Shall," as used in this chapter, is mandatory.

35.36. "Structure" means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

36.37. "Structural observation" means the visual observation of the structural system, for general conformance to the approved plans and specifications, at significant construction stages and at completion of the structural system. Structural observation does not include or waive the responsibility for the inspections required by the building code or residential code or other sections of the CAC.

37.38. "Technical codes" are the codes, appendices and referenced code standards adopted by the jurisdiction.

38.39. "UPC" means the latest edition of the Uniform Plumbing Code promulgated by the International Code Council as adopted by this jurisdiction.

39.40. "Valuation" or "value," as applied to a building or building service equipment, means and shall be the estimated cost to build or replace a building and its building service equipment in kind, based on current replacement costs. It shall also include the contractor's overhead and profit.

#### **15.02.500 Work exempt from permit.**

Exemptions from permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of this jurisdiction.

A. Building permits shall not be required for the following:

1. One-story detached ~~residential~~-accessory structures used as tool and storage sheds, tree-supported play structures, playhouse and similar uses, provided the floor area does not exceed ~~200~~120 square feet (11.15 m<sup>2</sup>) and the structure is located more than 50 feet from the nearest adjacent structure;
2. Fences not over six feet (1,829 millimeters) high;
3. Oil derricks;
4. Retaining walls, which are not over four feet (1,219 millimeters) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids;
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 liters) and the ratio of height to diameter or width does not exceed two to one;
6. Sidewalks and driveways not more than 30 inches (762 millimeters) above grade, and not over any basement or story below, and decks that are not attached to a dwelling and do not serve the required exit door;
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;

8. Replacement of siding for accessory structures, not intended for human occupancy, that are associated with single-family residence structures;
9. Temporary motion picture, television and theater stage sets and scenery;
10. Prefabricated swimming pools accessory to a Group R-3 occupancy, which are less than 24 inches (610 millimeters) deep, do not exceed 5,000 gallons (18,925 liters) and are installed entirely above ground;
11. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems;
12. Swings, slides and other similar playground equipment;
13. Window awnings in single-family residences (R-3) and Group U occupancies, supported by an exterior wall, which do not project more than 54 inches (1,372 millimeters) from the exterior wall and do not require additional support;
14. Movable cases, counters and partitions not over five feet nine inches (1,753 millimeters) in height;
15. Satellite earth station antennas six and one-half feet (two meters) or less in diameter or diagonal in zones other than residential zones;
16. Satellite earth station antennas three and one-quarter feet (one meter) or less in diameter in residential zones; and
17. Video programming service antennas three and one-quarter feet (one meter) or less in diameter or diagonal dimension, regardless of zone; and
18. ~~Window replacement in single family residences as long as the replacement does not reduce the egress, safety glazing, or energy requirements and the structural opening for said window replacement remains the same.~~

B. Mechanical permits shall not be required for the following:

1. Portable heating, cooking, or clothes drying appliances.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kilograms) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

8. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected.

C. Plumbing permits shall not be required for the following:

1. The stopping and/or repairing of leaks in drains, water, soil, waste or vent pipe; provided, however, that should any concealed trap, drain pipe, water, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be procured and inspection made as provided in this code.

2. The clearing of stoppages.

3. Reinstallation or replacement of prefabricated fixtures that do not involve or require the replacement or rearrangement of valves or pipes.

**15.02.550 Time limitation of application.**

A. Applications for which no permit is issued within one year following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed in accordance with state law by the building official. ~~The building official may extend the time for action by the applicant for a period not exceeding 180 days.~~

B. Applications may be canceled for inactivity, if an applicant fails to respond to the department's written request for revisions, corrections, actions or additional information within 90 days of the date of request; the building official may extend the response period beyond 90 days if within the original 90-day time period the applicant provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the department.

C. The building official may extend the time limitation the life of an application if any of the following conditions exist:

1. For compliance with the State Environmental Policy Act while is in progress; or
2. Any other city review is in progress; provided the applicant has submitted a complete response to city requests or the building official determines that unique or unusual circumstances exist that warrant additional time for such response, and the building official determines that the review is proceeding in a timely manner toward final city decision; or
3. Litigation against the city or applicant is in progress, the outcome of which may affect the validity or the provisions of any permit issued pursuant to such application; or
4. For up to 90 days after the City has deemed the application "Approved for Issuance"; or
5. For up to 180 days for extenuating circumstances when requested by the applicant in writing prior to the expiration.

**15.02.610 Information on construction documents.**

Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are ~~permitted~~ required to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of the CAC and relevant laws, ordinances, rules and regulations, as determined by the building official and shall include the following:

- You will need the names, addresses, and telephone numbers of the property owner(s) and applicant, if different from the property owner.
- Contractor's registration number and proof of city business license.
- Property tax account number.
- Complete legal description of property.
- Complete sets of building plans (three copies of working drawings, including architectural, landscaping, structural, and civil engineering plans).
- All calculations applicable to the project.
- Valuation of project.
- Identification (on-site plan) of all easements, deed restrictions, or other encumbrances restricting the use of the property.
- Completed Washington State Energy Code compliance form and related documents.
- Copies of other approved permits, if applicable (conditional use, shoreline, subdivision, variances, etc.).
- Payment of all estimated review fees at time of application.
- Other required documents, if applicable to the project:
  - Flood development permit.
  - Sensitive area study.
- Environmental (SEPA) checklist and related documents if applicable. A copy of the site plan must be attached to the checklist.
- Minor, major or master site plan.
- Engineering plans for water, sewer, storms, streets.
- Grading plans.

**PRELIMINARY INFORMATION**

A. Application for Permit. This is used to establish the scope of work, identify the property owner and/or agent. The name, address, and telephone number of the owner and the applicant (if different from the owner) are required on the application so the parties may be contacted if questions arise and to notify the applicant when the permit is ready for pickup.

B. Contractor's Registration Number. Washington State law requires that contractors be licensed with the state.

C. Property Tax Account Number. The property tax account number is an identifying number (commonly known as the "parcel number") that is assigned by the assessor's office.

D. Complete Legal Description of Property. The legal description describes the parcel of land identified by the property tax account number (or parcel number). It should describe what is known as a "legal lot" and should be identical to the parcel as found on the assessor's maps and the required plot plans. It is acceptable to submit a legal description of the parcel as it appears on deeds, real estate contracts, and statutory warranty deeds, or on information at the assessor's office.

The legal description is used to check the dimensions of a parcel, the uses allowed by the current zoning requirements, and any underlying restrictions (such as setbacks from property lines or from easements, lot coverage, or building heights). The legal description is also used to check for sensitive areas and other planning controls. (See Building Plans.)

Note: For projects that have multiple parcels, list each parcel number with its corresponding legal description.

## **BUILDING PLANS (THREE SETS)**

A complete set of building plans includes the following: cover sheet; architectural drawings; lighting, structural, landscaping, and civil drawings and details; and plumbing information; and when applicable, mechanical information (including heating, ventilation, air conditioning, exhaust systems, kitchen hoods, and other conveying systems). Plumbing plans need only reflect fixture layout. More detail about what is required in the various sections of building plans is listed below.

### **COVER SHEET**

**Identification:** List the names, addresses, and telephone numbers of the property owner, agent, parties of record, architects, and/or engineers of record. Identify who the applicant/contact is for questions, status information, and final issuance requirements.

**Scope of work:** Describe the scope of work, which should include a project summary, and all information about the building uses and site.

1. **Project Summary.** Write an overview of the project. Indicate how many new and existing structures are involved, the number of buildings per construction type, the International Building Code (IBC) occupancy group, the floor plan, etc.
2. **Building Uses.**
  - a. State the existing zoning of the project site. (Refer to NBMC Title 18 for current zoning information.)
  - b. List the proposed uses of the building(s) (e.g., the building(s) will be used for retail, wholesale, office, multifamily housing, etc.).
  - c. State if there are any existing buildings on the site, indicate their current use, size (square footage), IBC occupancy group, and type of construction.
  - d. For any proposed buildings, provide a detailed breakdown of the use and square footage by floor level for each individual building on-site. Indicate whether the use will be for multifamily housing, retail, wholesale, etc. Also include the occupant load and/or the number of employees.
  - e. List the IBC occupancy group and type of construction for the proposed buildings. State which edition was used for each of the international codes (building, fire, mechanical). Contact the North Bend community services department for information on the current editions in use.
  - f. Identify which option will be used to comply with the Washington State Energy Code for thermal building envelope requirements (prescriptive method or ~~component~~ Total Building Performance).

~~Note: the Washington State Energy Code contains the Residential Energy Code (Chapters 1 through 10) and the Nonresidential Energy Code (Chapters 11 through 20). See Chapters 1 through 10 for residential projects (multifamily housing) and Chapters 11 through 20 for retail stores, offices, or other commercial buildings.~~

g. Indicate whether the building will have sprinklers and/or fire alarms.

3. Site.

a. Provide the area, in square feet or acres, of the project site.

b. List any designated sensitive areas that affect the property.

c. Indicate the number of required and proposed parking stalls located on the property. Include calculations for how the required number was determined. Also include the calculation for barrier-free parking requirements.

d. Give the wind design exposure (exposure B or C). If exposure B is being used, provide a letter of certification from the engineer/architect of record documenting that the site meets the IBC criteria.

e. Give the soil bearing capacity in pounds per square foot, as shown in the soils report, when applicable to the project.

f. Indicate the lot size, the percent of lot coverage, and the percent of developable area.

g. Provide a breakdown of the total impervious surface area of the site in square feet and list the amount of new impervious area being developed. Include any area on the right-of-way being developed or improved as well as any other traffic improvements.

4. Recorded Easements/Copies of Documents. Provide recorded copies of existing easements used for ingress and egress, as well as utilities and drainage easements that may affect the property. If any easements that affect the property have been or are to be established or vacated, provide documentation that this has occurred or will occur. Include a copy of the recorded short subdivision, subdivision, or lot line adjustment, if applicable.

5. Drawings. Drawings must show compliance with current adopted state and city codes and ordinances, including but not limited to the following:

a. International Building Code, International Fire Code, International Wildland-Urban Interface Code, International Mechanical Code, Washington State Energy Code (Residential, Nonresidential or both depending on your project).

b. Regulations for barrier-free facilities, as required by the International Building Code, Chapter 51-50 WAC. Show access and egress routes for persons with disabilities.

c. Zoning, Parking, Design, Landscaping, and Drainage Codes. Drawings must adequately describe the proposed construction, including, but not limited to, the following:

- \_\_\_ Architectural site plans.
- \_\_\_ Architectural foundation plans, including elevations (materials, texture and colors).
- \_\_\_ Structural foundation plans, including sections, reinforcing schedule, and details.
- \_\_\_ Architectural Floor Plans.
- \_\_\_ Provide dimensions of each area and identify scale.
- \_\_\_ List uses for each room or area.
- \_\_\_ Show equipment and layout for all areas of the building. Provide stock storage height and the type of materials to be stored.
- \_\_\_ Show barrier-free access throughout, barrier-free facilities, and accommodations.
- \_\_\_ Identify exits and means of egress, including corridors.
- \_\_\_ Architectural floor and roof framing plans showing draft stop locations, venting, and materials.
- \_\_\_ Structural floor framing plans showing all structural elements and indicating locations of all shear walls.
- \_\_\_ Building and wall sections, including fire-resistive assemblies.
- \_\_\_ Elevations, including building height.
- \_\_\_ Structural framing plans, including floor/ceiling and roof framing layout (may be included on floor plans or provided as separate framing plans). Show all imposed loads such as HVAC and other equipment.
- \_\_\_ Architectural details, including fire-resistive assemblies (e.g., door, window and finishing material schedules).
- \_\_\_ Structural details, including connections, lateral load resisting designs, hold-downs, diaphragms, etc.
- \_\_\_ Mechanical plans, if not applying for a separate mechanical permit, showing all air handling equipment (heating, ventilation, air conditioning, and exhaust systems), including duct layout and rooftop equipment screening. Show all fire dampers as required by code. Show how plans comply with the energy code requirements, including equipment sizing, controls and operating weight.
- \_\_\_ List the quantities of hazardous materials that will be stored/used in the building.
- \_\_\_ Landscaping and civil engineering plans.
- \_\_\_ For buildings using fire-rated construction or fire-rated separations (occupancy or area), provide the following:
  - \_\_\_ Details and listing of fire-rated assemblies.

- Details of fire-rated penetrations.
- Building sections through fire-rated construction.
- Energy plan:
- Provide lighting and switching plans, including all details of the on-site lighting plan for areas of illumination (including exterior lighting).
- Include envelope, window, and door schedule(s), mechanical equipment, ducting, ventilation, and indoor air quality provisions.

Plans and specifications for commercial projects need to be drawn by a structural engineer or architect currently licensed to practice in the state of Washington. All drawings must display the signed stamp of the responsible architect or engineer.

#### SITE DEVELOPMENT PACKAGE

For all architectural and landscaping requirements, see major or minor site plan requirements as applicable.

Submit an electronic copy~~two copies~~ of the soils report or geotechnical evaluations prepared for the site.

The site development plans package (five copies) ~~consists~~consists of an electronic copy of the cover sheet required for the building plans, an architectural site plan, on-site lighting plan, landscape and irrigation plans, civil engineering plans, and grading plans, when grading review is required. The sets of plans must be consistent with each other and drawn to scale. All sets must include the following:

#### Civil Engineering Site Plans

A. Each application shall be accompanied by ~~a minimum of three sets of~~an electronic copy of the plans and specifications, including calculations. The plans and specifications shall be prepared by a licensed professional engineer who shall affix his/her professional stamp and signature to each set. The city engineer may waive this requirement if he enters written findings in the city records that he has inspected the site, and finds that due to the uncomplicated nature of the proposed work and necessary drawings the expertise of a professional engineer is not needed. The plans and specifications shall include the following:

1. The name, address and phone number of the person or firm preparing the plans.
2. An accurate plan of the entire site as it exists at the time of application, which includes:

- All property lines with bearings and distances shown;
- The data, basis, and datum of the contours, which shall be referenced to the city's network of benchmarks, if applicable;
- A graphic representation of existing vegetation on the site designated by its common names, the amount of bare ground, and the amount and type of impervious material (rock and artificial);

- \_\_\_ The location of all existing drainage facilities, natural and manmade;
- \_\_\_ The location and estimated capacity of any areas which impound surface water;
- \_\_\_ The location and estimated discharge of all visible springs;
- \_\_\_ The location of all structures, utilities, and their appurtenances, including structures and utilities on adjacent properties when such information is reasonably available. Said improvement locations shall also be staked on-site to enable the city to review improvement locations and their relationship to the site and existing vegetation;
- \_\_\_ Date, north arrow, and adequate scale as approved by the city engineer on all maps and plans;
- \_\_\_ Identification of and mitigation measures for on-site areas, which are subject to severe erosion, and off-site areas, which are especially vulnerable to damage from erosion and/or sedimentation;
- \_\_\_ Identification of all sensitive areas in accordance with Chapters 14.05 through 14.12 NBMC;
- \_\_\_ A complete environmental checklist, or, if a categorical exemption is claimed, a brief statement setting forth the basis for the claimed exemption;
- \_\_\_ Identification of all areas regulated by the provisions of Chapter 14.20 NBMC;
- \_\_\_ Location, type, size and condition of trees and ground cover on-site and a general identification of trees and ground cover which are proposed to be removed;
- \_\_\_ On timbered property greater in size than one acre or commercial property with more than 15 trees, a report prepared by an arborist that provides a plan for preserving and protecting trees and natural vegetation both during and after site development; and
- \_\_\_ Location of the floodway and floodplain, if applicable.

3. The proposed work schedule, which details the following:

- \_\_\_ Sequence for clearing, grading, filling, drainage alteration, and other land-disturbing activities;
- \_\_\_ On-site soil or earth or earth material storage locations and source of import materials, and location of the site where soils will be disposed;
- \_\_\_ Schedule for installation and removal of all interim erosion and sediment control measures, including vegetative measures;
- \_\_\_ Schedule for construction of final improvements, if any;
- \_\_\_ Schedule for installation of required permanent erosion control and sediment control devices;

— An outline of the methods to be used in clearing vegetation and in storing and depositing of the cleared vegetative matter.

4. An accurate finished grading plan of the entire site as it would appear after the completion of work covered by the permit, showing the following:

— The finished contours achieved by grading (at the same intervals as the existing contours), including the quantities of cut, fill, import, and export;

— The boundaries of all areas to remain undisturbed, and identification and the location of all other vegetation shown on the plan that will remain after the completion of work;

— Drainage and related facilities to be constructed with and as part of the proposed work;

— Boundaries of all areas where surface water runoff will be retained, detained, or infiltrated;

— The method for discharging surface water off-site, including the provisions required to control the velocity and direction of discharge to protect downstream properties;

— Location of proposed improvements, including building setback lines, approximate limits of cuts and fills, final grades, structures, roads, driveways, utilities, and storm drainage facilities. Said improvement locations shall also be staked on-site to enable the city's arborist and/or engineer to review improvement locations and their relationship to the site and existing vegetation;

— The location of building setback lines, and approximate limits of cuts and fills, including but not limited to foundations, retaining walls, and driveways;

— Location and dimensions of buffer zones and other areas to be maintained or established;

— The location and description of proposed erosion and sedimentation control devices or structures and schedule of maintenance; and

— Off-site grading shall be noted on the plans, and a dated letter of permission from the property owner of the land affected shall be provided and noted on the plans.

The city engineer may require less information than is set forth in this section if he determines that the project is of such a nature and magnitude that less detail is adequate to protect the public health and safety; provided, however, the engineer may not waive the requirements for the submittal of an environmental checklist if a checklist is required by the provisions of Chapter 14.04 NBMC, the submittal of information regarding the location of existing trees and vegetation and the identification of trees and vegetation to be removed, nor submittal of information necessary to evaluate the proposal in accordance with the requirements of Chapters 14.05 through 14.12 and 14.20 NBMC.

## **Additional Application Information**

The city engineer may require the applicant to submit additional information when he finds the submitted plans and specifications and associated information are not clear enough to allow for an adequate determination, or when special conditions are found to exist which require specific explanation. This additional information may include, but is not limited to, the following:

- \_\_\_ Hydrologic and hydraulic computations of expected storm runoff entering and leaving the site for pre- and post-development conditions;
- \_\_\_ Engineering geology and soils reports as needed for hydrology, hydraulics, and erosion control design;
- \_\_\_ Erosion and sediment control plan and supporting calculations;
- \_\_\_ An engineer's cost estimate of the drainage facilities and final erosion and sediment control when such information is necessary for bonding purposes;
- \_\_\_ Inspection and maintenance agreement;
- \_\_\_ Letters of permission. Off-site grading shall be supported by a dated letter of permission from the affected property owner(s); and
- \_\_\_ A copy of the hydraulic permit application issued by the Washington State Department of Fisheries, if it is required;
- \_\_\_ Prior to the issuance of any building permit, the project owner or applicant must provide proof that there is both a water availability certificate and a sewer availability certificate attached to the subject property.

## **SUBSECTION 1. TENANT IMPROVEMENT**

### **Permit Submittal Requirements**

- \_\_\_ Complete permit application.
- \_\_\_ Legal description.
- \_\_\_ Copy of Washington State contractor's license.
- \_\_\_ Flood development permit (if required).
- \_\_\_ Description of proposed use.
- \_\_\_ Washington Energy Code forms.
- \_\_\_ An electronic copy of plans and drawings, (three copies each).
- \_\_\_ A plan review fee shall be paid at time of plan submittal.

## **Plans and Drawings**

### A. Cover sheet.

1. Address of project.
2. Square footage of tenant space.
3. Construction type of building and fire sprinkler information. Any improvements to buildings must be stamped by a licensed Washington State architect, engineer or professional designer.
4. Occupancy group of proposed use.

## **Floor Plans**

### A. Complete floor plan of the building where the tenant improvement is located.

1. Scale of plan drawings.
2. Identify adjacent tenants and occupancy group.
3. Show location of exits and exit signs for your tenant space.
4. Show locations of adjacent occupancy separation or demising walls.
5. Show locations (all) area separation walls in the building.
6. Show locations of all shear walls in the tenant space.

### B. Scaled floor plan of the new or remodeled area showing:

1. All rooms and spaces (identify), corridors and exits, door and window locations and sizes, plumbing fixtures and mechanical equipment. Clearly identify any structural elements to be removed or altered.
2. Details showing wall and ceiling construction (include seismic bracing detail for suspended ceiling).
3. Provide details for accessible features such as bathroom fixtures, sinks, doors, door hardware, customer service counters, etc.
4. Reflected ceiling plan showing location of exit pathway lighting, exit signs, smoke alarms and detectors, fire sprinklers, and existing and proposed new light fixtures.
5. Elevations, if any exterior improvements are proposed; include all openings and mechanical equipment screening.
6. Details and dimensions of accessibility features such as restrooms and door clearances.

## **Additional Permits and Information**

Depending on the extent or nature of the remodeling project, the following information may be required:

- A. Health department approval – required prior to issuance of any building permit on all projects where food will be served. For further information, contact King County at (206) 296-4600.
- B. Sign permits, plumbing and mechanical permits may be required. Electrical permits may be obtained from the Washington State Department of Labor and Industries at (425) 990-1400.
- C. A city business license is required for anyone who operates or engages in any business within the city of North Bend. A business license application may be obtained from North Bend City Hall. Please contact (425) 888-1211 for more information.
- D. State Energy Code forms may be required for changes to exterior walls and lighting or mechanical equipment.
- E. Required structural drawings and calculations must be prepared and stamped by a licensed Washington State engineer or architect or professional designer.

## **SUBSECTION 2. SINGLE-FAMILYRESIDENTIAL (NEW/ADDITION/ALTERATION)**

### **Documents and Information**

- A. Permit application form.
- B. Energy code forms.
- C. Copy of Washington State contractor's license.
- D. Proof of city of North Bend business license (including all subcontractors).
- E. Geotechnical report (if required).
- F. Flood development permit (if required).
- G. Legal description.
- H. Structural calculations.
- I. A plan check will be required at time of application submittal.

### **Plans and Drawings**

- A. Please submit ~~three complete sets of a copy of~~ electronic plans and/or drawings to include but not be limited to:

1. Title Block. Located on the right-hand margin and provide:
  - a. Project name.

- b. Drawing title.
- c. Name and address of contact or person responsible for drawings.

2. Site Plan.

- a. Property Lines. Show the location and dimensions.
- b. Easements. Show the location for all existing and proposed utility, drainage, native growth protection and access easements and/or private roads, drawn to scale.
- c. Existing and Proposed Structures. Show location, dimension and use of all existing and proposed buildings and structures on the site including distance to property lines.
- d. Setbacks. Show front, side and rear yard setbacks.
- e. Indicate all existing and proposed retaining structures and/or rockeries. Show maximum heights.
- f. Erosion/sedimentation may be included on copies of site plan. Should show how sediment and erosion shall be kept from leaving the building site.
- g. Landscape plans. Show compliance with the International Wildland-Urban Interface Code.

3. Floor Plans.

- a. Give square footage for each new floor, including decks and garages.
- b. Floor Layout. Show arrangement of walls, note proposed use and dimensions of all rooms; show stairs, restrooms, hallways and decks.
- c. Windows and Doors. Show location and dimensions of all windows, doors and skylights and indicate opening direction and size.
- d. Fixture Location. Show location of hot water heater, heating unit, fans, smoke detectors, bathroom fixtures, mechanical equipment, etc.
- e. Outline existing floor area.

4. Elevations.

- a. Show elevations from north, south, east and west; provide finished floor level for each floor; show existing and proposed grades; show maximum building height; show maximum site slope as applicable.
- b. Roof. Show roof overhangs and chimney clearance from roof. Indicate pitch of roof.
- c. Siding. Note exterior siding and roof coverings.
- d. Openings. Show doors, windows, skylights, sliders or other types of openable vents in windows.

e. Decks and Porches. Indicate height of guardrails and spacing of intermediate railing. Show rise and run of stairs with handrail grasp dimension and height above nosing of stair tread.

5. Doors and Windows Schedule.

- a. Show door size, type and closure device for doors between the garage and dwelling.
- b. Show window size, opening and direction and size.
- c. Show bedroom egress window location, clear opening size, sill height and type of opening, i.e., slider casement, etc.

6. Foundation.

- a. Foundation Wall. Show foundation plan, shape, all dimensions; include maximum wall height(s) and all connections. Provide typical foundation section at various points around the foundation system.
- b. Posts and Footings. Show location and size of beams, posts, interior footings and their dimensions and connections.
- c. Crawl Spaces. If crawl space is included, show location and size of all vents, access size and location.
- d. Floor Joist. Show floor joist size, spacing, direction, support, connections, blocking, etc.
- e. Engineered Foundation. Stamped engineered plans with calculations are required for nonconventional foundation systems and/or sites with special soils conditions.

7. Roof, Deck and Floor Framing Plans.

- a. Roof, Floor and Deck Joist. Show joist size, spacing, direction, support, connections, blocking, etc.
- b. Show typical roof section with all materials labeled; indicate size and spacing of all members; include all dimensions, venting, insulation, connections.
- c. Show typical foundation and floor section with all materials labeled; show size and spacing of all members; all dimensions; wall thickness, reinforcing bar size and spacing, footing depth below grade, anchor bolt size and spacing, connections between floor diaphragm and foundation, slab thickness, drainage for foundation.
- d. Show all connection details. Including post-beam, post-footing, collar tie, etc.

8. Architectural Cross-Section and Details.

- a. Show cross-section of a typical wall; call-out material types and thicknesses and insulation values. These call-outs may be done on the structural cross-section.

b. Show a cross-section of a typical roof and floor; call-out material types and thicknesses and insulation values. These call-outs may be done on the structural cross-section.

9. Structural Notes.

- a. Specify all design load values, including dead, live, snow, wind, lateral and soil-bearing values.
- b. Specify minimum design concrete strength, concrete sack mix, and reinforcing bar grade.
- c. Specify the grade and species of all framing lumber.
- d. Specify all metal connectors, including joist hangers, clips, post caps, post bases, etc.

10. Energy Code Compliance.

- a. Show insulation R values in appropriate places on architectural sections, and glazing class of windows and skylights.

11. Fireplace Section.

- a. Show a section of the fireplace, including hearth and hearth extension. Include dimensions, materials, clearance from combustibles, height above roof, reinforcing, seismic anchorage and foundation details.

12. Stair Section.

- a. Show a section of the stairs; include rise, run, handrail height, and grasp dimensions, distance between any intermediate rails, fire blocking, minimum headroom and landing size. Also specify a minimum one-hour protection for usable space under stairs.

### SUBSECTION 3. MECHANICAL

A. Mechanical plans are required for:

1. Multifamily projects over four dwelling units.
2. All commercial kitchen Type I hoods.
3. All rooftop or floor-mounted units over 400 pounds (structural details and calculations are required).
4. All new commercial buildings.

B. Permit Submittal Requirements.

1. Drawings for buildings over 4,000 square feet must be stamped and signed by a licensed Washington State engineer or architect. The name and address of the person responsible for the drawings and the address of the project should be included on the plans.

2. Type of construction and occupancy classification of the building. Identify all fire-rated construction that will be penetrated. Individual smoke/fire dampers must be shown on the plans.
3. Floor, roof and ceiling plans showing the location of all equipment and ductwork.
4. Structural details and calculations are required for all rooftop or floor-mounted units over 400 pounds.
5. Details showing how the unit will be mounted to the curb and how the curb will be mounted to the roof.
6. Equipment schedules for all new equipment.
7. Outside air calculations per Table 3-4 of the Washington State Ventilation and Indoor Air Quality Code.
8. Washington State Nonresidential Energy Code forms.

C. Requirements for Type I Hoods. Complete details of the kitchen ventilation system should be submitted to show compliance with Chapter 5 of the International Mechanical Code. The following checklist should be used as a guide for the information needed to be shown:

1. Type I cooking equipment should be clearly identified on the plans.
2. Kitchen ventilation duct gauge for a Type I hood should be at least No. 16 gauge steel or No. 18 gauge stainless steel. Hoods should be No. 22 gauge steel.
3. Kitchen ventilation duct should slope at least one-quarter inch per lineal foot toward the hood where the duct length does not exceed 75 feet.
4. Cleanout locations should be indicated on the exhaust duct.
5. The kitchen exhaust duct should be enclosed in at least a one-hour shaft (or two-hour shaft in Type I and Type II fire-resistive buildings). The duct enclosure should be sealed around the point of penetration and vented to the exterior at the point of termination. The shaft should be separated from the duct by at least three inches but not more than 12 inches and should serve a single exhaust system.
6. The size of the kitchen exhaust hood and duct, and the fan cubic-feet-per-minute rating, should be provided to allow for review of air quantities and velocities in the duct.
7. Kitchen exhaust outlets should terminate at least two feet above the roof, 10 feet from the property line or any opening into any building, and 10 feet above the adjoining grade level.
8. Plans should show that the kitchen exhaust canopy-type hood extends a minimum of six inches beyond the cooking surface on all open sides.
9. Kitchen exhaust should have make-up air supplied to the room equal to the amount to be exhausted. Make-up air system should be interlocked with the exhaust system.

10. Kitchen exhaust systems should be provided with approved fire-extinguishing equipment.
11. Type I hoods should have clearances from unprotected combustibles of at least 18 inches. This clearance may be reduced to three inches if the combustible construction is protected with material required for one-hour fire-resistive construction.
12. Hoods less than 12 inches from the ceiling should be flashed solid.
13. The lowest edge of the grease filter should not be closer to the cooking surface than the distance specified in Table 5-D (Section 508.5 IMC).
14. Grease filters should be installed at an angle greater than 45 degrees from horizontal.
15. The vertical distance between a canopy-type hood and the cooking surface should not exceed four feet.
16. A compensating hood should extract at least 20 percent of its make-up air from the kitchen area.

#### SUBSECTION 4. PLUMBING

##### A. Plumbing plans are required for:

1. Commercial projects with over 10 fixtures.
2. Multifamily projects over four dwelling units.
3. All commercial kitchens for food service (does not include office lunchrooms).
4. Grease traps, grease interceptors, or oil/water separators.

##### B. Permit Submittal Requirements.

1. Drawings for commercial projects over 4,000 square feet must be stamped and signed by a licensed Washington State engineer or architect. The name and address of the person responsible for the drawings and the address of the project should be included on the plans.
2. Isometric drawings are required for buildings over three stories, commercial kitchens and grocery stores.
3. Line drawings showing all piping (water, gas, waste and vent) materials, sizes and lengths.
4. A fixture schedule showing the number, type and locations of all fixtures.
5. Details showing construction of interceptors, piping supports, firestop penetration systems, etc.
6. Calculations for water meter sizing and DWV fixture units for building drain.

## SUBSECTION 5. SIGNS

## A. Permit Submittal Requirements.

1. Sign dimensions.
2. Written details on sign materials or a sample of the sign material.
3. Color drawing or photo of each proposed sign.
4. Construction and installation details.
5. A site plan showing the proposed sign location(s) and the location of all other signage on the property. For locations meeting the NBMC 18.20.040 definition of “commercial use, multiple” then only the location of other signage associated with the specific application storefront need be provided.
6. Elevations of the face(s) of the building(s) and the location of the existing and proposed sign(s).
7. A calculation of the square footage of all existing and proposed signage on the site.
8. For signs in the historic district, provide a narrative analysis, along with any supplemental graphic submittals, necessary to demonstrate consistency between the proposed sign(s) and the design standards of the historic district as determined by the King County Landmarks and Historic Commission. Historic district signage must still meet all requirements of the Secretary of State.

**15.02.650 Approval of construction documents.**

When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as “Approved, Subject to Field Inspection.” ~~One set~~The approved electronic version of construction documents so reviewed shall be retained by the building official. ~~The A copy of the approved electronic version of the plans~~ ~~other set~~ shall be ~~returned~~sent to the applicant, ~~a copy of the approved plans shall be printed and~~ ~~shall be~~ kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

**15.02.670 Additional requirements before a building permit may be issued.**

Prior to the issuance of any building permit, the project owner or applicant must provide proof that there is both a water availability certificate and a sewer availability certificate attached to the subject property. Any structure or remodel not requiring potable water is exempt from providing proof of a water availability certificate. If the owner or applicant demonstrates that water is available from a viable source that does not issue certificates, the owner or applicant is exempt from providing proof of a water availability certificate. Any structure or remodel not required under Chapter 13.06 NBMC to attach to the public sewer system is exempt from providing a sewer availability certificate.

**15.02.680 Design professional in general.**

When it is required that documents be prepared by a qualified registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design

professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Where structural observation is required by IBC Section ~~1709-1704~~, the inspection program shall name the individual or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur ~~(see also duties specified in IBC Section 1704)~~.

#### **15.02.710 Retention of construction documents.**

~~The One set of~~ approved construction documents shall be retained by the building official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

#### **15.02.1220 Unsafe structures and equipment in general.**

Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in the ~~2006-latest edition of the~~ International Property Maintenance Code. A vacant structure that is not secured against entry shall be deemed unsafe.

**EXHIBIT B**

**NBMC CHAPTER 15.18  
INTERNATIONAL FIRE CODE**

**15.18.030 General authority and responsibilities. Duties and powers of the fire code Official.**  
Section 104.1 of the IFC is hereby amended to read as follows:

If the Fire Department of the City of North Bend ever consolidates its Fire Department with any other fire department, the Fire Chief of the consolidated fire department shall be authorized to administer this code and enforce this code and to adopt policies, procedures, rules, and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code.

The chief hereby delegates to the fire code official all authority under this chapter to enforce all ordinances of the jurisdiction pertaining to:

1. The prevention of fires.
2. The suppression or extinguishment of dangerous or hazardous fires.
3. The storage use and handling of hazardous materials.
4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire-extinguishing equipment.
5. The maintenance and regulation of fire escapes.
6. The maintenance of fire protection and the elimination of fire hazards on land and in buildings, structures and other property, including those under construction.
7. The maintenance of exits.
8. The investigation of the cause, origin and circumstances of fire and unauthorized release of hazardous materials.

Such authority shall become effective immediately upon consolidation and shall terminate immediately upon dissolution of the consolidated fire department. Such authority shall be subject to review and approval by the Mayor of the City of North Bend.

**15.18.040 Assistance from other agencies.**

Section ~~104.10.1-104.11.1~~ of the IFC is hereby amended to read as follows:

~~104.10.1-104.11.1~~ Assistance from other agencies. Police and other enforcement agencies shall have authority to render necessary assistance in the investigation of fires or the enforcement of this code, as requested by the Fire Chief, fire code official or officer of the fire department in charge of the emergency.

**15.18.050 Obstructing operations.**

Section ~~104.11.2-104.12.2~~ of the IFC is hereby amended to read as follows:

No person shall obstruct the operations of the fire department in connection with extinguishment, control, or investigation of any fire, or actions relative to other emergencies, or disobey any lawful command of the fire code official or officer of the fire department in charge of the emergency, or any part thereof, or any lawful order of a police officer assisting the fire department.

**15.18.060 Mobile food preparation vehicles.**

Section ~~105.6.30-105.5.32~~ of the IFC is hereby amended to read as follows:

~~105.6.30-105.5.32~~ Mobile food preparation vehicles. A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems.

Valid operational permits issued by any King County Fire Agency are recognized provided that the vehicle and appliances are maintained in accordance with conditions of the permit.

**15.18.070 Positive alarm sequence.**

Section ~~105.6-105.5.53~~ of the IFC is hereby amended by the addition of a new subsection ~~105.6.51~~ 105.5.53 to read as follows:

~~105.6.51-105.5.53~~ Positive alarm sequence. An operational permit is required to operate a PAS (Positive Alarm Sequence) Account as prescribed in NFPA (National Fire Protection Association) 72.

**15.18.080 Overcrowding.**

Section ~~108.6-109.6~~ of the IFC is hereby amended to read as follows:

Overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof shall not be allowed. The fire code official, upon finding any overcrowding conditions or obstructions in aisles, passageways or other means of egress or upon finding any condition which constitutes a life safety hazard shall be authorized to direct actions to be taken to reduce the overcrowding or to cause the event to be stopped until such condition or obstruction is corrected.

**15.18.090 Appeals.**

Section 109-111 of the IFC is hereby amended to read as follows:

109.1-111.1 Appeals. The City of Issaquah hearing examiner shall hear and make decisions of appeals of orders, decisions or determinations made by the Fire Official relative to the application and interpretations of this code.

109.2-111.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.

**15.18.120 Open burning, recreational fires and portable outdoor fireplaces.**

IFC Section 307 amended – Open Burning, Recreational Fires and Portable Outdoor Fireplaces. Section 307 of the International Fire Code is hereby amended to read as follows:

307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any fire unless conducted in accordance with Sections 307.1.1. through 307.8.

307.1.1 Prohibited open burning. Open burning shall be prohibited at all times in compliance with a permanent ban on open burning established by the Puget Sound Clean Air Agency in September of 1992.

Exceptions:

1. Bonfires
2. Recreational Fires
3. Portable outdoor fireplaces

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to conducting open burning. Application for such approval shall only be presented by and permit issued to the owner of the land upon which the bonfire is to be conducted.

A permit is not required for a BBQ.

307.3. Bans on fires due to air quality or fire danger. If the Puget Sound Clean Air Agency issues a burn ban due to air quality, or if a fire safety burn ban is issued by the Eastside Fire Marshal or King County Fire Marshal, all fires are prohibited. It is the responsibility of the property owner where the fire is to be conducted to ensure no such ban exists prior to starting any fire.

307.4 Extinguishment authority. When any fire creates or adds to a hazardous situation, or a required permit has not been obtained, the fire code official is

authorized to order the extinguishment of the fire. Where fire suppression is required by fire department personnel the following cost recovery shall apply, where required by the fire code official.

307.4.1 Personnel and/or Equipment Cost Recovery. Invoiced through Eastside Fire and Rescue.

307.4.2 Personnel will be invoiced at the actual rate of total compensation plus administrative fee.

307.4.3 Emergency vehicles (fire engine, aid car, etc.) will be invoiced per the fee schedule as adopted by the Washington State Fire Chiefs Association, plus administrative fee. The administrative fee is 15 percent of the amount invoiced.

307.5 Location. The location for fires shall be as follows:

307.5.1 Bonfires. A bonfire shall not be conducted within 50 feet (15 240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 50 feet (15 240 mm) of a structure shall be eliminated prior to ignition.

307.5.2 Recreational fires. Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material. Conditions which could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated prior to ignition. [WS] See also Chapter 173-425 WAC.

307.5.3 Portable outdoor fireplaces. Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.

307.6 Attendance. Bonfires, recreational fires and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

~~307.7 LPG containers. Portable outdoor barbecues used on occupied roofs of Group R-2 occupancies shall be limited to portable outdoor barbecues designed for use with LPG containers with a capacity of 16.4 ounces (0.465 kg).~~

~~307.7.1 Cleaning. Portable outdoor barbecues shall be periodically cleaned by removing grease or fat accumulations from grills and in trays below the grill.~~

**15.18.125 Amendments to International Fire Code Section 308, Open-Flame Cooking Devices.**

IFC Section 308.1.4 amended – Open-Flame Cooking Devices. Section 308.1.4 of the International Fire Code is hereby amended to read as follows:

Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies, decks or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One-and-two-family dwellings.
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.
3. LP-gas cooking devices having LP-gas containers with a water capacity not greater than 2 ½ pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

308.1.4.1 LPG containers. Portable outdoor barbecues used on occupied roofs of Group R-1 and R-2 occupancies shall be limited to portable outdoor barbecues designed for use with LPG containers with a maximum capacity of 16.4 ounces (0.465 kg).

308.1.4.2 Cleaning. Portable outdoor barbecues shall be periodically cleaned by removing grease or fat accumulations from grills and in trays below the grill.

**15.18.150 Fire apparatus access roads.**

Section 503 of the IFC is adopted to read as follows:

Section 503 of the IFC and Appendix D are adopted to apply to those roads to which City street standards under WAC 51-54A-0503 do not currently apply, with amendments to the following three subsections of Section 503 to read as follows:

Emergency Vehicle access roads shall be constructed in accordance with City of North Bend Public Works standards.

A. Fire apparatus public access roads shall be provided and maintained by the city of North Bend in accordance with WAC 51-54A-0503. Private access fire roads shall be provided and maintained by the owner of such roads.

B. The following sections of the IFC as adopted are amended to read as follows:

1. 503.2.1 Dimensions. Fire apparatus access roads, other than those governed above, or on private property, shall have an unobstructed width of not less than 20 feet (6,096 mm), except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4,115 mm). Emergency Vehicle access roads shall be constructed in accordance with City of North Bend Municipal Code and standards.

2. 503.2.7 Grade. The grade of the fire apparatus access road shall be no more than 12% slope. Access roads may be permitted to exceed 12% with approval of the fire official, where all buildings are provided with an approved fire sprinkler system.

3. 503.3. Markings. When required by the fire code official, approved signs or other approved notices shall be provided and maintained for fire apparatus roads to identify such roads and prohibit the obstruction thereof or both.

a. All designated fire lanes shall be clearly marked by the property owner in the following manner: Vertical curbs shall be painted six (6") inches in height and shall be painted red on the top and side, extending the length of the designated fire lane with four inch (4") white block lettering stenciled on the face "NO PARKING – FIRE LANE." The stenciling shall be spaced every fifty feet (50'). Rolled curbs or surfaces without curbs shall have a six inch (6") wide red stripe painted extending the length of the designated fire lane with four inch (4") white block lettering stenciled on the stripe "NO PARKING – FIRE LANE." The stenciling shall be spaced every fifty feet (50').

b. Signs may be substituted for curb painting when approved in writing by the fire code official.

c. Signs shall be not less than eighteen inches (18") in height by twelve inches (12") in width, with block lettering of not less than three inches (3") high brush stroke, reading: "NO PARKING – FIRE LANE." Such signs shall be reflective in nature, with red lettering on a white background, include directional arrows, and spaced at intervals of not less than hundred feet (100') apart or fraction thereof and shall be approved by the fire code official. Signs shall be installed parallel to the street. The top of such signs shall not be less than four feet (4') or more than six feet (6') from the ground. Signs may be placed on buildings when approved in writing by the fire marshal. When posts are required, they shall be constructed of either two inch (2") or greater galvanized steel, or four inch by four inch (4" x 4") or greater pressure treated wood.

d. The fire code official may approve deviations from any of the specifications in writing.

e. Existing signs may be allowed to remain until the fire code official determines that a need for replacement exists based on the legibility or other deterioration of the existing signs. Such replacement shall occur within 30 days of receiving written notification of the deficiency.

f. Fire lanes shall be established and maintained as often as required by the fire code official to clearly identify the designated area as a fire lane, at the sole expense of the property owner. The property owner shall have completed the required establishment or maintenance of fire lanes within 30 days of receiving written notification that such is necessary.

g. At the entrance to the property where fire lanes have been designated, signs shall be posted in a clearly conspicuous location, and shall clearly state that vehicles parked in fire lanes may be impounded, and the name, telephone number, and address of the towing firm where the vehicle may be redeemed.

h. The owner, manager, or person in charge of any property upon which any designated fire lane has been established shall be responsible to prevent the parking of vehicles in such fire lanes by informing the appropriate towing company of the violation. If the lane is blocked by any other obstructions, the owner, manager, or person in charge of the property shall attempt to remove the obstruction, and if unable, shall inform the fire department that the obstruction exists.

i. All criminal violations of the International Fire Code and obstruction of a fire apparatus road may be enforced by any regular or reserve police officer of the Police Department.

j. Except when in compliance with the law or at the direction of a police or fire officer, no person shall stop, stand, or park a vehicle in a red or yellow area designated "Fire Lane."

k. Except when in compliance with the law or at the direction of a police or fire officer, and in accordance with RCW 46.61.570(1), no person shall stop, stand, or park a vehicle within fifteen feet of a fire hydrant.

l. Any person, firm, corporation or organization violating any of the provisions of this title shall be guilty of a civil infraction, punishable as provided in the NBMC. Every day or portion thereof during which any violation of this title occurs or continues shall constitute a separate offense.

#### **15.18.180 Emergency responder radio coverage.**

The following sections of the IFC International Fire Code as adopted are amended to read as follows:

510.1 Emergency responder radio coverage in new buildings. Approved radio coverage for emergency responders shall be provided within buildings that meet any one of the following conditions:

1. High rise buildings;
2. The total building area is 50,000 square feet or more;
3. The total basement area is 10,000 square feet or more; or
4. There are floors used for human occupancy more than 30 feet below the finished floor of the lowest level of exit discharge.
5. Buildings or structures where the Fire or Police Chief determines that in-building radio coverage is critical because of its unique design, location, use or occupancy.

The radio coverage system shall be installed in accordance with Sections 510.4 through 510.5.5 of this code and with the provisions of NFPA 1221 (2019). This section shall not require improvement of the existing public safety communication systems.

Point of Information

When determining if the minimum signal strength referenced 510.4.1.1 exists at a subject building, the signal strength shall be measured at any point on the exterior of the building up to the highest point on the roof.

Exceptions:

1. Buildings and areas of buildings that have minimum radio coverage signal strength levels of the King County Regional 800 MHz Radio System within the building in accordance with Section 510.4.1 without the use of a radio coverage system.
2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.
3. One- and two-family dwellings and townhouses.
4. Subject to the approval of the fire code official, buildings other than high-rise buildings, colleges, universities and buildings primarily occupied by Group E or I occupancies that have completed a Mobile Emergency Responder Radio Coverage application and submitted payment as outlined in the application.

510.1.1 Occupancy. It shall be unlawful to occupy any portion of a building or structure until Emergency Responder Radio Coverage have been tested and approved in accordance with the provisions of Section 510.

510.2 Emergency responder radio coverage in existing buildings.

Existing buildings shall have approved radio coverage for emergency responders as required in Chapter 11.

510.3 Permit required. A construction permit for the installation of or modification to emergency responder radio coverage systems and related equipment is required as specified in Section 105.7.6. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

Point of Information

Prior coordination and approval from the Public Safety Radio System Operator is required before installation of an Emergency Responder Radio System. ~~Until 2023,~~

~~such approval is required from EPSCA, King County, Seattle or ValleyCom depending on the location of the installation. It is anticipated in 2023 PSERN will be the single operator of a county wide system.~~

In order to be forward compatible, designers and contractors should be aware of PSERN's requirements for Distributed Antenna Systems which can be found via <https://psern.org/requirements/>

510.4 Technical requirements. Systems, components and equipment required to provide the emergency responder radio coverage system shall comply with Sections 510.4.1 through 510.4.2.8.

510.4.1 Emergency responder communication enhancement system signal strength. The building shall be considered to have acceptable emergency responder communications enhancement system coverage when signal strength measurements in 95 percent of all areas on each floor of the building meet the signal strength requirements in Sections 510.4.1.1 through 510.4.1.3.

Exception: Critical areas, such as the fire command center(s), the fire pump room(s), interior exit stairways, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas required by the fire code official, shall be provided with 99 percent floor area radio coverage.

510.4.1.1 Minimum signal strength into the building. The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be a minimum of -95dBm in 95% of the coverage area and 99% in critical areas and sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.0 or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology for either analog or digital signals.

510.4.1.2 Minimum signal strength out of the building. The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The outbound signal level shall be sufficient to provide not less than a DAQ of 3.0 or an equivalent SINR applicable to the technology for either analog or digital signals. A minimum signal strength of -95 dBm shall be received by the King County Regional 800 MHz Radio System when transmitted from within the building.

510.4.1.3 System performance. Signal strength shall be sufficient to meet the requirements of the applications being utilized by public safety for emergency operations through the coverage area as specified by the Public Safety Radio System Operator in Section 510.4.2.2.

510.4.2 System design. The emergency responder radio coverage system shall be designed in accordance with Sections 510.4.2.1 through 510.4.2.8 and NFPA 1221 (2019).

510.4.2.1 Amplification systems and components. Buildings and structures that cannot support the required level of radio coverage shall be equipped with systems and components to enhance the public safety radio signals and achieve the required level of radio coverage specified in Sections 510.4.1 through 510.4.1.3. Public safety communications enhancement systems utilizing radio-frequency-emitting devices and cabling shall be allowed by the Public Safety Radio System Operator. Prior to installation, all RF-emitting devices shall have the certification of the radio licensing authority and be suitable for public safety use.

510.4.2.2 Technical criteria. The Public Safety Radio System Operator shall provide the various frequencies required, the location of radio sites, the effective radiated power of radio sites, the maximum propagation delay in microseconds, the applications being used and other supporting technical information necessary for system design upon request by the building owner or owner's representative.

510.4.2.3 Power supply sources. Emergency responder radio coverage systems shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the emergency responder radio coverage system at 100-percent system capacity for a duration of not less than 12 hours.

510.4.2.4 Signal booster requirements. If used, signal boosters shall meet the following requirements:

1. All signal booster components shall be contained in a National Electrical Manufacturer's Association (NEMA) 4, IP66-type waterproof cabinet or equivalent.

Exception: Listed battery systems that are contained in integrated battery cabinets.

2. Battery systems used for the emergency power source shall be contained in a NEMA 3R or higher-rated cabinet, IP65-type waterproof cabinet or equivalent.

3. Equipment shall have FCC or other radio licensing authority certification and be suitable for public safety use prior to installation.

4. Where a donor antenna exists, isolation shall be maintained between the donor antenna and all inside antennas to not less than 20dB greater than the system gain under all operating conditions.

5. Bi-Directional Amplifiers (BDAs) used in emergency responder radio coverage systems shall be fitted with anti-oscillation circuitry and per-channel AGC.

6. The installation of amplification systems or systems that operate on or provide the means to cause interference on any emergency responder radio coverage networks shall be coordinated and approved by the Public Safety Radio System Operator.

7. Unless otherwise approved by the Public Safety Radio System Operator, only channelized signal boosters shall be permitted.

Exception: Broadband BDA's may be utilized when specifically authorized in writing by the Public Safety Radio System Operator.

Point of Information

BDA's must also comply with PSERN's ([www.psern.org/requirements](http://www.psern.org/requirements)) detailed requirements, which include channelized, minimum of 28 channels, supporting analog, P25 Phase I (FDMA), and P25 Phase II (TDMA).

510.4.2.5 System monitoring. The emergency responder radio enhancement system shall include automatic supervisory and trouble signals that are monitored by a supervisory service and are annunciated by the fire alarm system in accordance with NFPA 72. The following conditions shall be separately annunciated by the fire alarm system, or, if the status of each of the following conditions is individually displayed on a dedicated panel on the radio enhancement system, a single automatic supervisory signal may be annunciated on the fire alarm system indicating deficiencies of the radio enhancement system:

1. Loss of normal AC power supply.
2. System battery charger(s) failure.
3. Malfunction of the donor antenna(s).
4. Failure of active RF-emitting device(s).
5. Low-battery capacity at 70-percent reduction of operating capacity.
6. Active system component malfunction.
7. Malfunction of the communications link between the fire alarm system and the emergency responder radio enhancement system.

510.4.2.6 Additional frequencies and change of frequencies. The emergency responder radio coverage system shall be capable of modification or expansion in the event frequency changes are required by the FCC or other radio licensing authority, or additional frequencies are made available by the FCC or other radio licensing authority.

510.4.2.7 Design documents. The fire code official shall have the authority to require "as-built" design documents and specifications for emergency responder communications coverage systems. The documents shall be in a format acceptable to the fire code official.

510.4.2.8 Radio communication antenna density. Systems shall be engineered to minimize the near-far effect. Radio enhancement system designs shall include sufficient antenna density to address reduced gain conditions.

Exceptions:

1. Class A narrow band signal booster devices with independent AGC/ALC circuits per channel.
2. Systems where all portable devices within the same band use active power control.

510.5 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with NFPA 1221 (2019) and Sections 510.5.1 through 510.5.7.

510.5.1 Approval prior to installation. Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC or other radio licensing authority shall not be installed without prior coordination and approval of the Public Safety Radio System Operator.

510.5.2 Minimum qualifications of personnel. The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

1. A valid FCC-issued general radio operators license.
2. Certification of in-building system training issued by an approved organization or approved school, or a certificate issued by the manufacturer of the equipment being installed.

510.5.3 Acceptance test procedure. Where an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is in accordance with Section 510.4.1. The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal test areas, with a maximum test area size of 6,400 square feet. Where the floor area exceeds 128,000 square feet, the floor shall be divided into as many approximately equal test areas as needed, such that no test area exceeds the maximum square footage allowed for a test area.
2. Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for each of the test grids. A diagram of this testing shall be created for each floor where coverage is provided, indicating the testing grid used for the test in Section 510.5.3(1), and including signal strengths and frequencies for each test area. Indicate all critical areas.

3. Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency's radio communications system or other equipment approved by the fire code official. Testing shall use Digital Audible Quality (DAQ) metrics, where a passing result is a DAQ of 3 or higher. Communications between handsets shall be tested and recorded in the grid square diagram required by section 510.5.3(2): each grid square on each floor; between each critical area and a radio outside the building; between each critical area and the fire command center or fire alarm control panel; between each landing in each stairwell and the fire command center or fire alarm control panel.

4. Failure of more than 5% of the test areas on any floor shall result in failure of the test.

Exception: Critical areas shall be provided with 99 percent floor area coverage.

5. In the event that two of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of not more than two nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 95-percent coverage requirement.

6. A test location approximately in the center of each test area shall be selected for the test, with the radio enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire test area. Failure in the selected test location shall be considered to be a failure of that test area. Additional test locations shall not be permitted.

7. The gain values of all amplifiers shall be measured, and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.

8. As part of the installation, a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and at subsequent annual inspections.

9. Systems incorporating Class B signal booster devices or Class B broadband fiber remote devices shall be tested using two portable radios simultaneously conducting subjective voice quality checks. One portable radio shall be positioned not greater than 10 feet (3048 mm) from the indoor antenna. The second portable radio shall be positioned at a distance that represents the farthest distance from any indoor antenna. With both portable radios simultaneously keyed up on different frequencies within the same band, subjective audio testing shall be conducted and comply with DAQ levels as specified in Sections 510.4.1.1 and 510.4.1.2.

10. Documentation maintained on premises. At the conclusion of the testing, and prior to issuance of the building Certificate of Occupancy, the building owner or owner's representative shall place a copy of the following records in the DAS enclosure or the building engineer's office. The records shall be available to the fire code official and maintained by the building owner for the life of the system:

- a. A certification letter stating that the emergency responder radio coverage system has been installed and tested in accordance with this code, and that the system is complete and fully functional.
- b. The grid square diagram created as part of testing in Sections 510.5.3(2) and 510.5.3(3).
- c. Data sheets and/or manufacturer specifications for the emergency responder radio coverage system equipment; back up battery; and charging system (if utilized).
- d. A diagram showing device locations and wiring schematic,
- e. A copy of the electrical permit.

11. Acceptance test reporting to fire code official. At the conclusion of the testing, and prior to issuance of the building Certificate of Occupancy, the building owner or owner's representative shall submit to the fire code official a report of the acceptance test by way of the department's third-party vendor [thecomplianceengine.com](http://thecomplianceengine.com).

510.5.4 FCC compliance. The emergency responder radio coverage system installation and components shall comply with all applicable federal regulations including, but not limited to, FCC 47 CFR Part 90.219.

510.5.5 Mounting of the donor antenna(s). To maintain proper alignment with the system designed donor site, donor antennas shall be permanently affixed on the highest possible position on the building or where approved by the fire code official. A clearly visible sign shall be placed near the antenna stating, "movement or repositioning of this antenna is prohibited without approval from the fire code official." The antenna installation shall be in accordance with the applicable requirements in the International Building Code for weather protection of the building envelope.

510.5.6 Wiring. The backbone, antenna distribution, radiating, or any fiber-optic cables shall be rated as plenum cables. The backbone cables shall be connected to the antenna distribution, radiating, or copper cables using hybrid coupler devices of a value determined by the overall design. Backbone cables shall be routed through an enclosure that matches the building's required fire-resistance rating for shafts or interior exit stairways. The connection between the backbone cable and the antenna cables shall be made within an enclosure that matches the building's fire-resistance rating for shafts or interior exit stairways, and passage of the antenna

distribution cable in and out of the enclosure shall be protected as a penetration per the International Building Code.

510.5.7 Identification Signs. Emergency responder radio coverage systems shall be identified by an approved sign located on or near the Fire Alarm Control Panel or other approved location stating “This building is equipped with an Emergency Responder Radio Coverage System. Control Equipment located in room (insert information provided by owner)”.

A sign stating “Emergency Responder Radio Coverage System Equipment” shall be placed on or adjacent to the door of the room containing the main system components.

510.6 Maintenance. The emergency responder radio coverage system shall be maintained operational at all times in accordance with Sections 510.6.1 through 510.6.4.

Agent shall have the emergency responder radio coverage system inspected and tested annually or where structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following items (1) through (7):

1. In-building coverage test as required by the fire code official as described in Section 510.5.3 “Acceptance test procedure” or 510.6.1.1 “Alternative in-building coverage test”.

Exception: Group R Occupancy annual testing is not required within dwelling units.

2. Signal boosters shall be tested to verify that the gain/output level is the same as it was upon initial installation and acceptance or set to optimize the performance of the system.

3. Backup batteries and power supplies shall be tested under load of a period of 2 hours to verify that they will properly operate during an actual power outage. If within the 2-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.

4. If a fire alarm system is present in the building, a test shall be conducted to verify that the fire alarm system is properly supervising the emergency responder communication system as required in Section 510.4.2.5. The test is performed by simulating alarms to the fire alarm control panel. The certifications in Section 510.5.2 are sufficient for the personnel performing this testing.

5. Other active components shall be checked to verify operation within the manufacturer’s specifications.

6. At the conclusion of the testing, a report, which shall verify compliance with Section 510.6.1, shall be submitted to the fire code official by way of the department's third-party vendor [thecomplianceengine.com](http://thecomplianceengine.com)

7. At the conclusion of testing, a record of the inspection and maintenance along with an updated grid diagram of each floor showing tested strengths in each grid square and each critical area shall be added to the documentation maintained on the premises in accordance with Section 510.5.3.

510.6.1.1 Alternative In-building coverage test. When the comprehensive test documentation required by Section 510.5.3 is available, or the most recent full five-year test results are available if the system is older than six years, the in-building coverage test required by the fire code official in Section 510.6.1(1), may be conducted as follows:

1. Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency's radio communications system or other equipment approved by the fire code official. Testing shall use Digital Audible Quality (DAQ) metrics, where a passing result is a DAQ of 3 or higher. Communications between handsets in the following locations shall be tested: between the fire command center or fire alarm control panel and a location outside the building; between the fire alarm control panel and each landing in each stairwell.

2. Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for:

(a) Three grid areas per floor. The three grid areas to be tested on each floor are the three grid areas with poorest performance in the acceptance test or the most recent annual test, whichever is more recent; and

(b) Each of the critical areas identified in acceptance test documentation required by Section 510.5.3, or as modified by the fire code official, and

(c) One grid square per serving antenna.

3. The test area boundaries shall not deviate from the areas established at the time of the acceptance test, or as modified by the fire code official. The building shall be considered to have acceptable emergency responder radio coverage when the required signal strength requirements in 510.4.1.1 and 510.4.1.2 are located in 95 percent of all areas on each floor of the building and 99 percent in Critical Areas, and any non-functional serving antenna are repaired to function within normal ranges. If the documentation of the acceptance test or most recent previous annual test results are not available or acceptable to the fire code official, the radio coverage verification testing described in 510.5.3 shall be conducted.

Point of Information

The alternative in-building coverage test provides an alternative testing protocol for the in-building coverage test in subsection (1) of section 510.6.1. There is no change or alternative to annual testing requirements enumerated in subsections (2) – (7) of Section 510.6.1, which must be performed at the time of each annual test.

510.6.2 Additional frequencies. The building owner shall modify or expand the emergency responder radio coverage system at his or her expense in the event frequency changes are required by the FCC or other radio licensing authority, or additional frequencies are made available by the FCC Public Safety Radio System Operator or FCC license holder. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this section.

510.6.3 Nonpublic safety system. Where other nonpublic safety amplification systems installed in buildings reduce the performance or cause interference with the emergency responder communications coverage system, the nonpublic safety amplification system shall be corrected or removed.

510.6.4 Field testing. Agency personnel shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage or to disable a system that due to malfunction or poor maintenance has the potential to impact the emergency responder radio system in the region.

**15.18.380 Thresholds.**

~~1010.1.7~~ 1010.1.6 IFC Section ~~1010.1.7~~ 1010.1.6 amended – Thresholds.

IFC ~~1010.1.7~~ 1010.1.6 is hereby amended to read as follows:

~~1010.1.7~~ 1010.1.6 Thresholds. Thresholds at doorways shall not exceed 3/4 inch (19.1 mm) in height above the finished floor or landing for sliding doors serving dwelling units or 1/2 inch (12.7 mm) above the finished floor or landing for other doors. Raised thresholds and floor level changes greater than 1/4 inch (6.4 mm) at doorways shall be beveled with a slope not greater than one-unit vertical in two units horizontal (50-percent slope).

Exceptions:

Occupancy Group R-2 or R-3, threshold heights for sliding and side-hinged exterior doors shall be permitted to be up to 7 3/4 inches (197 mm) in height if all of the following apply:

- 1.1. The door is not part of the required means of egress.
- 1.2. The door is not part of an accessible route as required by Chapter 11.
- 1.3. The door is not part of an Accessible unit, Type A unit or Type B unit.

2. In Type B units, where Exception 5 to Section 1010.1.5 permits a 4-inch (102 mm) elevation change at the door, the threshold height on the exterior side of the door shall not exceed 4 3/4 inches (120 mm) in height above the exterior deck, patio or balcony for sliding doors or 4 1/2 inches (114 mm) above the exterior deck, patio or balcony for other doors.
3. Thresholds at doors serving non-occupiable transformer rooms where emergency containment of oil and sprinkler water is required.

**15.18.510 On-demand mobile fueling operations.**

Section 5707 of the International Fire Code is hereby amended to read as follows:

**SECTION 5707 ON DEMAND MOBILE FUELING OPERATIONS**

~~5707.1 General. On-demand mobile fueling operations that dispense Class I, II and III liquids into the fuel tanks of motor vehicles shall comply with Sections 5707.1 through 5707.6.6.~~

~~Exception: Fueling from an approved portable container in cases of an emergency or for personal use.~~

~~5707.1.1 Approval required. Mobile fueling operations shall not be conducted without first obtaining a permit and approval from the fire code official. Mobile fueling operations shall occur only at approved locations. The fire code official is authorized to approve individual locations or geographic areas where mobile fueling is allowed.~~

~~5707.2 Mobile fueling vehicle. An on-demand mobile fueling vehicle shall be that which is utilized in on-demand fueling operations for the dispensing of Class I, II or III liquids into the fuel tanks of motor vehicles.~~

~~5707.2.1 Mobile fueling vehicle classifications. An on-demand mobile fueling vehicle shall be characterized one of the following:~~

~~1. Tier 1 Mobile Fueling Vehicle A tank vehicle that complies with NFPA 385 and that has chassis mounted tanks where the aggregate capacity does not exceed 1600 gallons (6057 L).~~

~~2. Tier 2 Mobile Fueling Vehicle A vehicle with one or more chassis mounted tanks or chassis mounted containers, not to exceed 110 gallons (415 L) capacity and having an aggregate capacity that does not exceed 800 gallons (3028 L) or the weight capacity of the vehicle in accordance with DOT.~~

~~3. Tier 3 Mobile Fueling Vehicle A vehicle that carries a maximum aggregate capacity of 60 gallons (227 L) of motor fuel in metal safety cans listed in accordance with UL 30 or other approved metal containers, each not to exceed 5 gallons (19 L) in capacity.~~

~~5707.2.2 Mobile fueling vehicle requirements. Each mobile fueling vehicle shall comply with all local, state and federal requirements, as well as the following:~~

- ~~1. Mobile fueling vehicles with a chassis mounted tank in excess of 110 gallons (415 L) shall also comply with the requirements of Section 5706.6 and NFPA 385.~~
- ~~2. The mobile fueling vehicle and its equipment shall be maintained in good repair.~~
- ~~3. Safety cans and approved metal containers shall be secured to the mobile fueling vehicle except when in use.~~
- ~~4. Fueling a motor vehicle from tanks or containers mounted in a trailer connected to a mobile fueling vehicle shall be prohibited.~~

~~5707.3 Required documents. Documents developed to comply with Sections 5707.3.1 through 5707.3.3 shall be updated as necessary by the owner of the mobile fueling operation and shall be maintained in compliance with Section 108.3.~~

~~5707.3.1 Safety and emergency response plan. Mobile fueling operators shall have an approved written safety and emergency response plan that establishes policies and procedures for fire safety, spill prevention and control, personnel training and compliance with other applicable requirements of this code.~~

~~5707.3.2 Training records. Mobile fueling vehicles shall be operated only by designated personnel who are trained on proper fueling procedures and the safety and emergency response plan. Training records of operators shall be maintained.~~

~~5707.3.3 Site plan. Where required by the fire code official, a site plan shall be developed for each location or area at which mobile fueling occurs. The site plan shall be in sufficient detail to clearly indicate the following:~~

- ~~1. All buildings, structures;~~
- ~~2. Lot lines or, property lines;~~
- ~~3. Electric car chargers;~~
- ~~4. Solar photovoltaic parking lot canopies;~~
- ~~5. Appurtenances on site and their use or function;~~
- ~~6. All uses adjacent to the lot lines of the site;~~
- ~~7. Fueling locations;~~
- ~~8. Locations of all storm drain openings and adjacent waterways or wetlands;~~
- ~~9. Information regarding slope, natural drainage, curbing, impounding;~~
- ~~10. How a spill will be kept on the site property; and~~
- ~~11. Scale of the site plan.~~

~~5707.4 Mobile fueling areas. The mobile fueling vehicle and point of connection of the vehicle being fueled shall not occur on public streets, public ways or inside buildings. Fueling on the roof level of parking structures or other buildings is prohibited.~~

~~5707.4.1 Separation. The point of connection of the vehicle being fueled shall not take place within 25 feet (7620 mm) of buildings, lot lines, property lines or combustible storage. Mobile fueling vehicles shall not park within 10 feet (3048 mm) of buildings, lot lines, property lines, or combustible storage.~~

Exceptions:

~~1. The fire code official shall be authorized to decrease the separation distance for dispensing from metal safety cans or other approved metal containers in accordance with Section 5707.2.~~

~~2. The point of fueling shall not take place within 10 feet (3048 mm) of buildings, lot lines, property lines, or combustible storage when the mobile fueling vehicle has an approved vapor recovery system or is servicing vehicles with on board refueling vapor recovery.~~

~~Where dispensing operations occur within 15 feet (4572 mm) of a storm drain, an approved storm drain cover or an approved equivalent method that will prevent any fuel from reaching the drain shall be used.~~

~~5707.4.3 Electrical equipment. Mobile fueling shall not occur within 20 feet of electrical equipment located within 18 inches of the ground unless such electrical equipment is rated for Class 1, Division 2 hazardous locations in accordance with the National Electrical Code.~~

~~5707.4.2 Sources of ignition. Smoking, open flames and other sources of ignition shall be prohibited within 25 feet (7620 mm) of fuel dispensing activities. Signs prohibiting smoking or open flames within 25 feet (7620 mm) of the vehicle or the point of fueling shall be prominently posted on the mobile fueling vehicle. The engines of vehicles being fueled shall be shut off during fueling.~~

~~5707.5 Equipment. Mobile fueling equipment shall comply with Sections 5707.5.1 through 5707.5.((1))5.~~

~~5707.5.1 Dispensing hoses and nozzles. Where equipped, the dispensing hose shall not exceed 50 feet (15 240 mm) in length. The dispensing nozzles and hoses shall be of an approved and listed type. Where metal to metal contact cannot be made between the nozzle and the fuel fill opening, then a means for bonding the mobile fueling vehicle to the motor vehicle shall be provided and employed during fueling operations.~~

~~5707.5.2 Break away device. A listed break away device shall be provided at the nozzle.~~

~~Exception: Mobile fueling vehicles equipped with an approved brake interlock tied to the nozzle holder that prohibits movement of the mobile fueling vehicle when the nozzle is removed from its holder or tied to the delivery of fuel that prevents activation of the pumping system.~~

~~5707.5.3 Shut off valve and fuel limit. Mobile fueling vehicles shall be equipped with a listed shutoff valve assembly and a fuel limit switch set to a maximum of 30 gallons (116 L).~~

~~5707.5.4 Fire extinguisher. An approved portable fire extinguisher complying with Section 906 with a minimum rating of 4A:80 B:C shall be provided on the mobile fueling vehicle with signage clearly indicating its location.~~

~~5707.5.5 Spill kit. Mobile fueling vehicles shall contain a minimum 5-gallon (19 L) spill kit of an approved type.~~

~~5707.6 Operations. Mobile fueling vehicles shall be constantly attended during fueling operations with brakes set and warning lights in operation. Mobile fueling vehicles shall not obstruct emergency vehicle access roads.~~

~~5707.6.1 Dispensing hose. Where equipped, mobile fueling vehicles shall be positioned in a manner to preclude traffic from driving over the dispensing hose. The dispensing hose shall be properly placed on an approved reel or in an approved compartment prior to moving the mobile fueling vehicle.~~

~~5707.6.2 Drip control. Operators shall place a drip pan or an absorbent pillow under the nozzle and each fuel fill opening prior to and during dispensing operations to catch drips.~~

~~5707.6.3 Safety cones. Safety cones or other visual barriers shall be employed as warning devices to highlight the vehicle fueling area.~~

~~5707.6.4 Vehicle lights. The mobile fueling vehicle flasher lights shall be in operation while dispensing operations are in progress.~~

~~5707.6.5 Nighttime deliveries. Nighttime deliveries shall only be made in areas deemed adequately lighted by the fire code official.~~

~~5707.6.6 Spill reporting. Spills shall be reported in accordance with Section 5003.3.1.~~

### **15.18.530 Reference standards.**

Chapter 80 of the International Fire Code amended – NFPA 1221.

Reference to NFPA 1221 – 2016-2019: Standard for the Installation, Maintenance and Use of Emergency Services Communication Systems is amended to read as follows:

NFPA 1221 – 2019: Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems



# City Council Agenda Bill

SUBJECT:	Agenda Date: February 6, 2024	AB24-017
<b>Motion to Approve the North Bend Way Complete Street Corridor Plan</b>	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
Cost Impact: N/A	Finance – vacant	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate		

**Attachments:** North Bend Way Complete Street Corridor Plan

## SUMMARY STATEMENT:

The City of North Bend approved a professional services contract with engineering consultant firm Parametrix on May 3, 2022, for the North Bend Way (“NBW”) Complete Street Corridor Plan (“Plan”). The contract was amended in April 2023 to expand the scope of services to include additional public outreach.

For the Plan, NBW is separated into five distinct segments. These are:

1. Western city limits to South Fork Snoqualmie River (Tollgate);
2. South Fork Snoqualmie River to Park Street Roundabout (West Downtown);
3. Park Street Roundabout to Cedar Falls Way Roundabout (East Downtown);
4. Cedar Falls Way Roundabout to SE 140th Street (Tanner Trail); and
5. SE 140<sup>th</sup> Street to 468<sup>th</sup> Ave SE (East Commercial).

The character and function of NBW has changed over the decades. Once serving as the highway leading from Puget Sound to Snoqualmie Pass, it now functions as the primary arterial inside the City. During the past several decades, the business district has slowly expanded beyond its compact historic center and now extends along North Bend Way. Traffic-calming measures and a recently adopted form-based municipal code section for the urban center are notable efforts to create a character that is appealing to both residents and visitors. The NBW Plan includes conceptual-level planning that will guide future investment in the corridor.

### Project timeline:

- *July 5, 2022:* Project kickoff meeting, which included a listening session with City Staff that provided initial direction to Parametrix to analyze existing conditions and develop preliminary concepts for the project corridor.
- *November 9, 2022:* Meeting with City staff to review existing conditions and preliminary alternative concepts. City staff provided further direction for refining alternative concepts.
- *February 28, 2023:* City Council Workstudy meeting review of alternative concepts for the project corridor. Direction received from Council during this meeting included comments for further development of concepts and a request for further public engagement.
- *April 25, 2023:* City Council Workstudy meeting for coordination with the WH Taylor and Riverfront Park Study.
- *June 13 and 15, 2023:* City and Parametrix held two open houses and an online survey. The open houses were advertised through social media and mailings to property owners on NBW; the open houses were held in coordination with engagement for the WH Taylor and Riverfront Park Study. The survey was advertised through social media, as well.

# City Council Agenda Bill

- *July 25, 2023*: The results of the online and in-person engagement for the NBW Plan were presented at City Council Workstudy. Council gave direction on the preferred alternative for each section so that the consultant could develop the final NBW Plan, including the final concept design, and prepare strategies for implementation.
- *October 30, 2023*: Parametrix submitted a draft of the NBW Plan for review. City Staff provided comments for development of a final document.
- *January 16, 2024*: Parametrix submitted a final draft NBW Plan that addressed comments provided by City Staff.

The proposed NBW Plan establishes a vision for the five miles of North Bend Way within the City limits. This Plan advances context appropriate strategies that encourage multimodal travel, improve safety for all people, and enhance connectivity to destinations. The result will enhance livability for residents by improving access to recreation opportunities and maintaining the small-town and rural character of North Bend. Additionally, an improved visitor experience will provide additional opportunities for economic development.

**APPLICABLE BRAND GUIDELINES:** Design Standards, consistent delivery of quality basic services including transportation and traffic management, and variety of recreation opportunities.

**COMMITTEE REVIEW AND RECOMMENDATION:** The North Bend Way Complete Street Corridor Plan went to Council Workstudy on February 28, 2023, and July 25, 2023, for review and direction.

**RECOMMENDED ACTION:** **MOTION to approve AB24-017, approving the North Bend Way Complete Street Corridor Plan.**

## RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 6, 2024		

FINAL

NORTH BEND, WA  
JANUARY 2024

# NORTH BEND WAY COMPLETE STREET CORRIDOR PLAN



# ACKNOWLEDGMENTS

The project team, led by staff at the City of North Bend, provided valuable insights, expertise, and support throughout the process of conducting research and field studies, analyzing data, determining optimal segment concepts, and drafting the report. We extend our thanks to the local and regional jurisdictional representatives and community members who generously shared their time, knowledge, and perspectives on the issues addressed in this report. We appreciate their dedication to improving transportation access in our state and their commitment to collaboration and partnership.

## CITY OF NORTH BEND

Dave Miller - City Administrator

Mark Rigos - Deputy City Administrator/Public Works Director

Rebecca Deming - Community and Economic Development Director

Dan Marcinko - Capital Projects and Grants Manager

## NORTH BEND CITY COUNCIL

Mayor Mary Miller

Councilmember Christina Rustik

Councilmember Alan Gothelf

Councilmember Heather Koellen

Councilmember Errol Tremolada

Councilmember Brenden Elwood

Councilmember Mark Joselyn

Councilmember Suzan Torguson

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### APPENDIX A: SEGMENT OPPORTUNITIES AND CHALLENGES

### APPENDIX B: DESIGN ALTERNATIVES AND EVALUATION

### APPENDIX C: CITY COUNCIL SUMMARY

### APPENDIX D: ENVIRONMENTAL SCAN

### APPENDIX E: IMPLEMENTATION STRATEGY

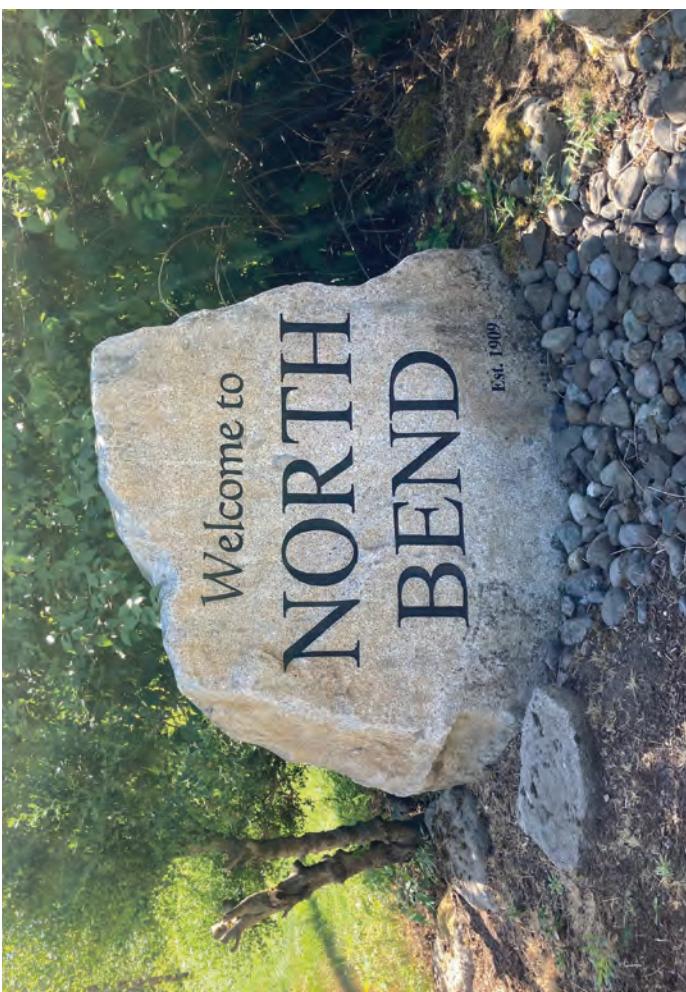
# EXECUTIVE SUMMARY

The North Bend Way Complete Street Corridor Plan focuses on enhancing the accessibility and safety of North Bend Way in North Bend, Washington. The State's Complete Streets requirement, passed along with Senate Bill 5974, was used to identify best practices for mobility and facilities along the corridor. While the City of North Bend has recently implemented traffic and zoning changes to the study area, a complete streets plan further promotes the existing small-town feel of the city while also improving multimodal travel and connectivity.

This plan provides the following:

- A high-level overview of the study goals and complete streets guidelines.
- Existing conditions summary of the study area, divided into five segments consistent with the varied context and conditions along the corridor.
- An evaluation of different alternatives in each segment using five criteria. The segment alternatives show potential design options that reflect and are consistent with the different conditions in each segment. Several of the segments also include intersection concepts and trail connections.
- A community engagement overview that provides context for the community members who participated in engagement during Summer 2023.

Based on input from both the community and City Council, as well as the evaluation process, a preferred alternative for each segment was identified. Streetscape elements, such as furnishings, amenities, trees, and shrubs have also been included to further describe the proposed changes to the look and feel of the project area.



## PROJECT OVERVIEW

## PROJECT OVERVIEW

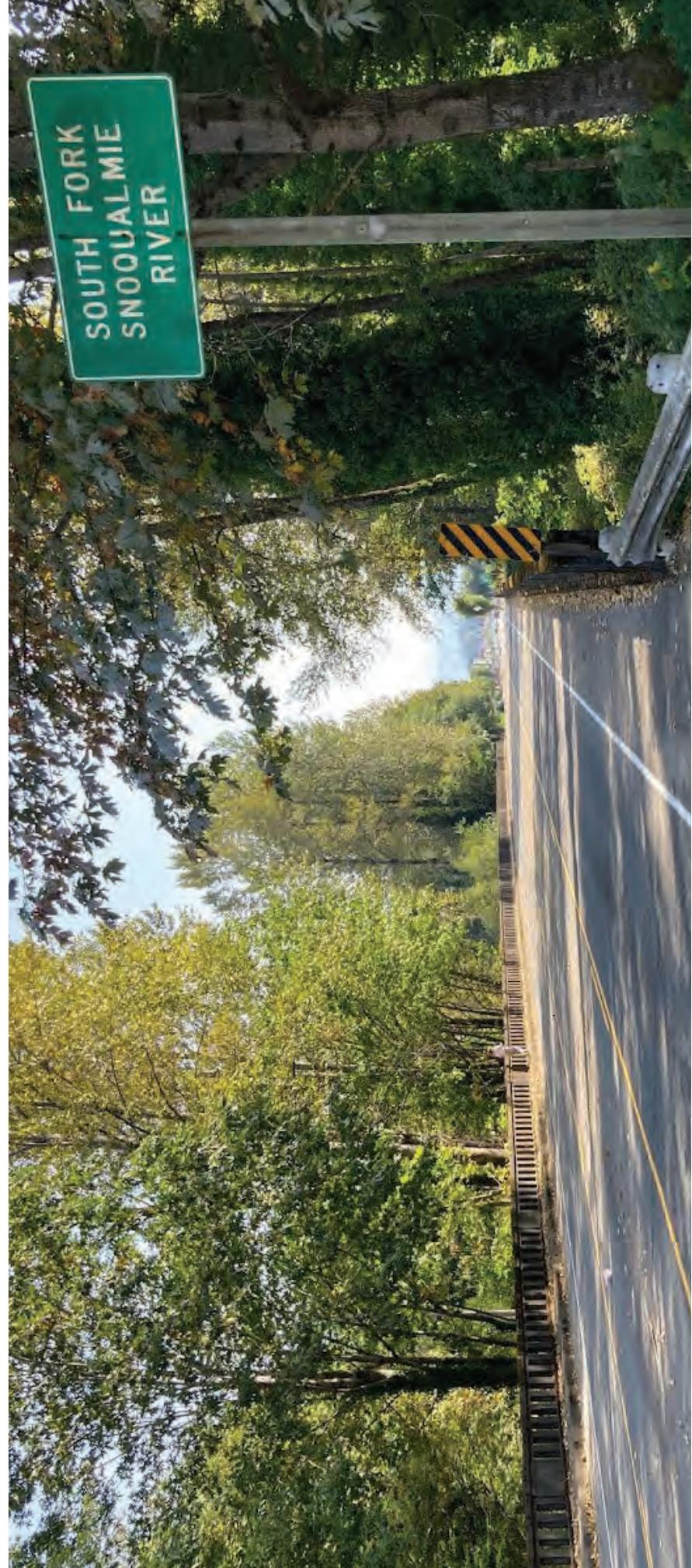
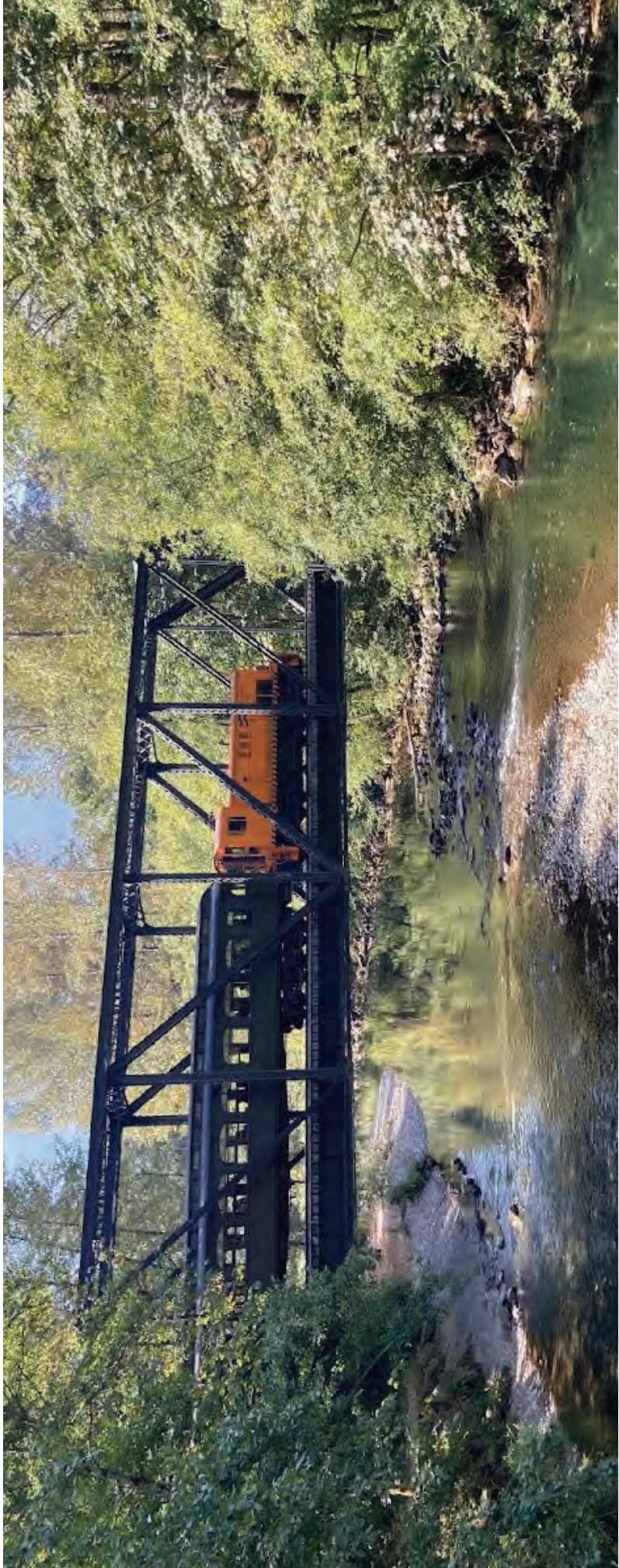
## PROJECT OVERVIEW

North Bend Way is the main street in North Bend, Washington. It connects neighborhoods, parks, and civic destinations and serves as the primary route for people navigating through the town. The community takes pride in the small-town scale of North Bend, as well as its cultural and railroad heritage. Residents also value the natural setting and views of Mount Si and the Cascade foothills.

In recent years, the City of North Bend has implemented three roundabouts on North Bend Way with plans for at least two more. These have served to improve traffic flow and safety as well as provide traffic calming along the corridor. The roundabouts have also encouraged freight traffic to use alternate routes.

Pedestrians and bicyclists have limited accommodation along North Bend Way. Sidewalks and the Tanner Trail are limited to the central segments of the corridor. Pedestrians accessing Tollgate Farm Park from downtown commonly walk along the wide shoulder of North Bend Way. Residents value existing sidewalks and trails for moving around town, and support plans for the expansion of these networks for greater connectivity to destinations.

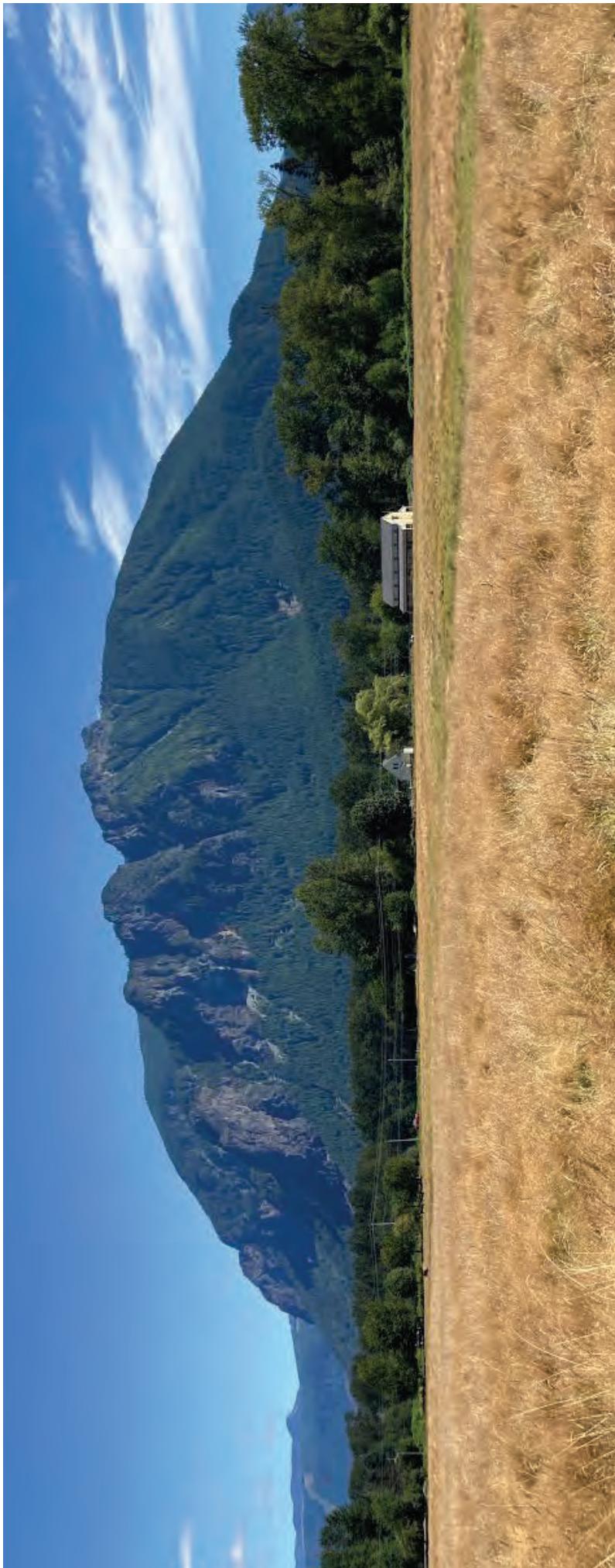
In 2021, the city updated its zoning code for downtown. A form-based code for the central business district will guide future development and maintain a scale of development that is consistent with the historic town center. The aim is to maintain the small-town feel and enhance the walkability of the central business district.



FINAL

## PROJECT GOALS

- 1 Develop a vision for North Bend Way that guides implementation and can be used to pursue funding opportunities.
- 2 Enhance the livability for residents.
- 3 Promote economic development and improve visitor experience
- 4 **Context sensitive approach:** develop a strategy that is complementary to North Bend's form-based code, maintains the small-town feel, improves visual aesthetics, and enhances user experience.
- 5 Multimodal travel: Provide a variety of options for people to travel along North Bend Way, including walking, bicycling, transit, and driving
- 6 Safety: Improve safety for all people using North Bend Way.
- 7 Connectivity: Improve and enhance access to destinations.



# COMPLETE STREETS

In 2020, North Bend adopted a Complete Streets Ordinance to guide the development of future transportation projects. A Complete Streets approach aims for an integrated transportation network that is accessible, safe, and convenient for all users. This includes people of all ages and abilities walking, riding bicycles, driving private motor vehicles, taking transit, or delivering freight.

The Washington Department of Transportation (WSDOT) recently enacted a Complete Streets policy that guides the planning, design, implementation, operation, and maintenance of WSDOT facilities.

Currently, this policy only pertains to WSDOT-led projects; however, it provides guidance on the development of a Complete Street corridor plan for North Bend Way. WSDOT focuses on a safe system approach to provide facilities for people walking and riding bicycles that meet a low Level of Traffic Stress (LTS). Two key strategies include reducing motor vehicles speeds in coordination with increasing separation of facilities for walking and biking.

## LEVEL OF TRAFFIC STRESS

Level of Traffic Stress (LTS) is a measure of the stress a person feels walking or riding a bicycle while using the transportation network. This objective process takes into account various attributes of a roadway, including speeds, volumes, number of lanes, presence of parking, presence and quality of facilities for active modes, and intersection control and accommodation.

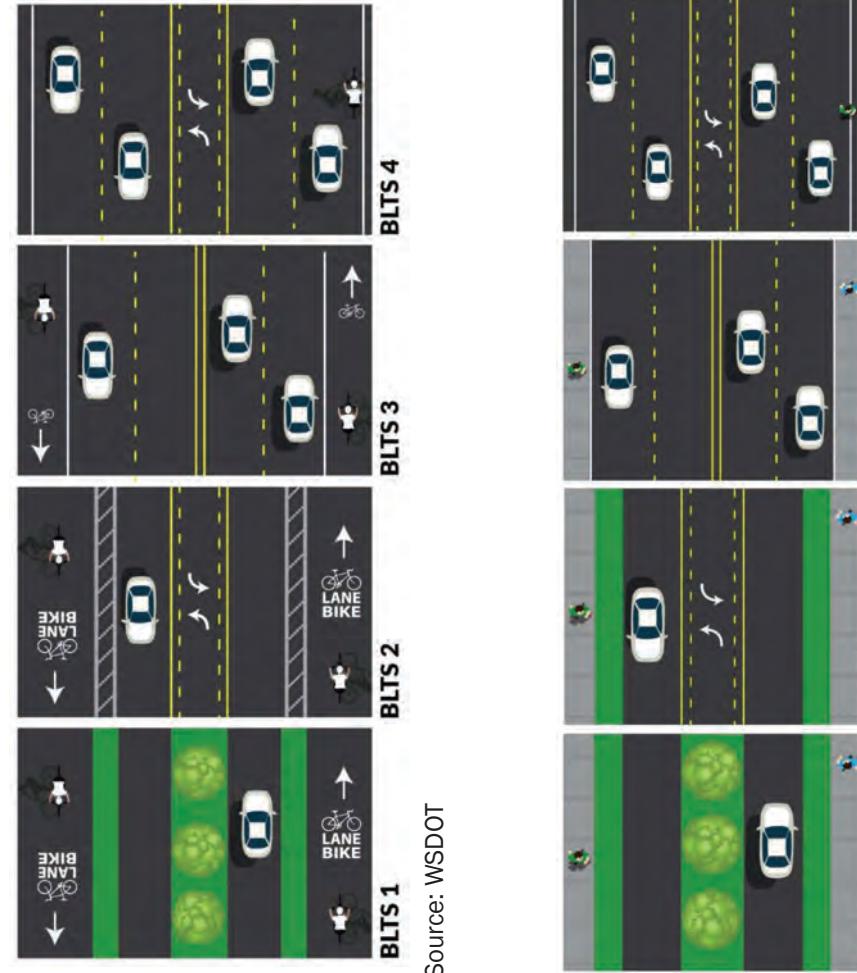
LTS is based on extensive research that has concluded that most people walking or riding bicycles are most comfortable when physically separated from motorized traffic. As the separation increases in distance and quality, stress levels are reduced.

## Bicycle Level of Traffic Stress

Examples of facility types and associated bicycle level of traffic stress (BLTS) is illustrated on the right. Facilities with a BLTS 1 are likely to appeal to 100 percent of people who want to ride a bicycle. Facilities with a BLTS 2 may include more separation than standard bike lines, but no physical barrier. Eighty-one percent of bicycle riders would use this facility. Facilities with a BLTS 3 may include minimal separation with about 12 percent of riders who would use this facility. Only about 1 percent of riders would use BLTS 4 facilities where no separated space is offered.

## Pedestrian Level of Traffic Stress

Examples of facility types and associated pedestrian level of traffic stress (PLTS) is illustrated on the right. Facilities with a PLTS 1 appeal to anyone wants to walk. Facilities with PLTS 2 appeal to a high percentage of people who want to walk. Facilities with PLTS 3 are likely to appeal to many people who want to walk, but separation from traffic is lower and there are more potential challenges, especially when it comes to crossing considerations (not illustrated). Facilities with PLTS 4 are unlikely to appeal to very many people who want to walk. There is minimal separation from traffic and there are more potential challenges associated with a complex and wide roadway, especially when it comes to crossing considerations.



Source: WSDOT

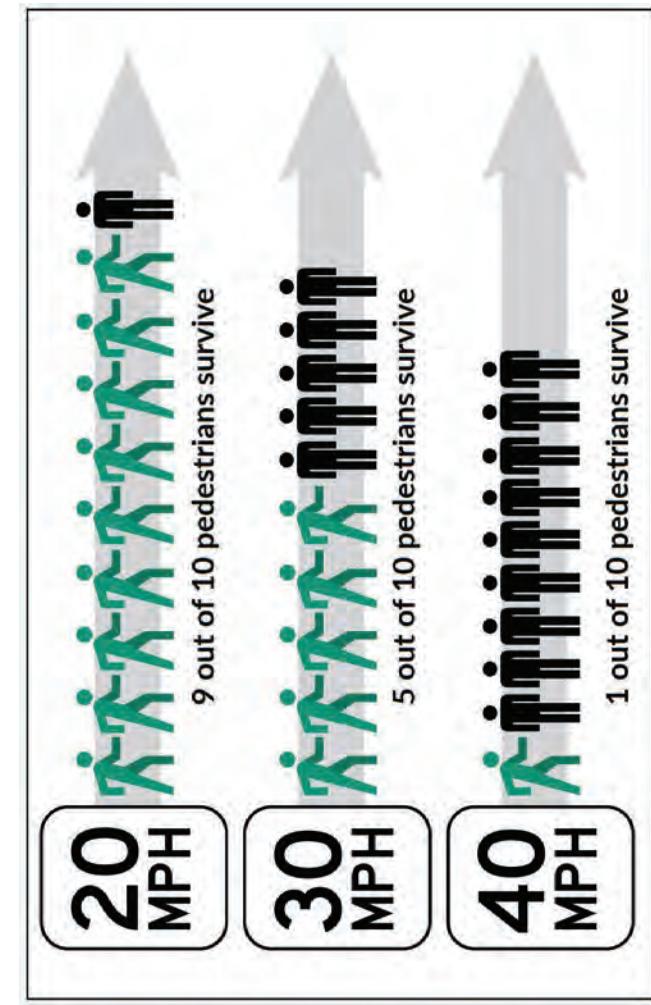
Source: WSDOT

## SPEED

The speed of a vehicle at the time of impact is directly correlated to pedestrian survival rate. Studies show that a 10 percent reduction in average vehicle speeds results in 19 percent fewer injury crashes, 27 percent fewer severe crashes, and 34 percent fewer fatal crashes. The risk of death at every speed is higher for older and younger pedestrians, as well as pedestrians hit by large vehicles. Vehicle speeds will continue to be an important consideration when seeking to improve safety for the most vulnerable roadway users; the average vehicle weight is continuing to climb as the transition to electric vehicles progresses.

## BENEFITS OF COMPLETE STREETS

- Investing in Complete Streets provides tangible economic, safety, and health benefits. Further, investments in safe networks for people walking and biking improve quality of life for residents and visitors.
- Out of seven communities that implemented Complete Streets projects, six reported increases in businesses and two reported increased retail sales (Smart Growth America, 2015).
- Communities with walkable districts show increased tourism (Steuteville, 2011).



Source: WSDOT



- Complete Streets projects create jobs: bicycle and pedestrian projects produce 9.6 to 11.4 jobs per million dollars spent compared to only 7.8 jobs created by auto-only focused projects (Smart Growth America, 2013).
- Proximity to a network of all ages and abilities infrastructure for walking and biking is associated with an increase in property values. (Portland State University, 2016).
- Crash rates for bicyclists decreased from 2.5 to 0.5 collisions per 100 bicycle trips after the implementation of Complete Streets projects (Smart Growth America, 2015).
- A \$10M streetscape investment in Lancaster, CA yielded reduced speeding, fewer crashes, 50 new businesses, 800 new jobs and an increase in sales tax revenue by 26 percent (Smart Growth America, 2013)
- One year after a Complete Street implementation in Long Beach, CA bicycle volumes increased 33 percent and pedestrian activity also increased by about 13 percent (Smart Growth America, 2015)
- Complete Streets have a positive impact on public health: an individual's increased physical activity via walking and bicycling helps reduce obesity and risk of chronic disease, which leads to reduced healthcare spending (Smart Growth America, 2015).



## EXISTING CONDITIONS

## EXISTING CONDITIONS

## CORRIDOR CHARACTER

The character and function of North Bend Way has changed over the decades. Once serving as the primary highway leading from the Puget Sound to Snoqualmie Pass, it now functions as the main street for North Bend. The business district has also expanded beyond its compact historic center and now extends along North Bend Way. With these changes, traffic calming measures and a recently adopted form-based code for the urban center are notable efforts to create a character that is appealing to both residents and visitors.

North Bend is in the process of filling sidewalk gaps and extending trails within the city. However, there remain significant gaps along the North Bend Way corridor. Streetscape improvements to the downtown blocks have created a walkable and pleasant experience for residents and visitors to the city. The incremental implementation of these improvements has resulted in an inconsistent design throughout the downtown core and along the entire project corridor.

### CORRIDOR-WIDE OPPORTUNITIES

- Create transitions between segments to highlight the change in character
- Develop consistent streetscape design features (furnishings, wayfinding, crosswalks, etc.)
- Develop consistent approach for road safety (intersections, access management, pedestrian crossings, etc.)
- Undergrounding of utilities along the corridor
- Identify locations for two enhanced pedestrian crossings

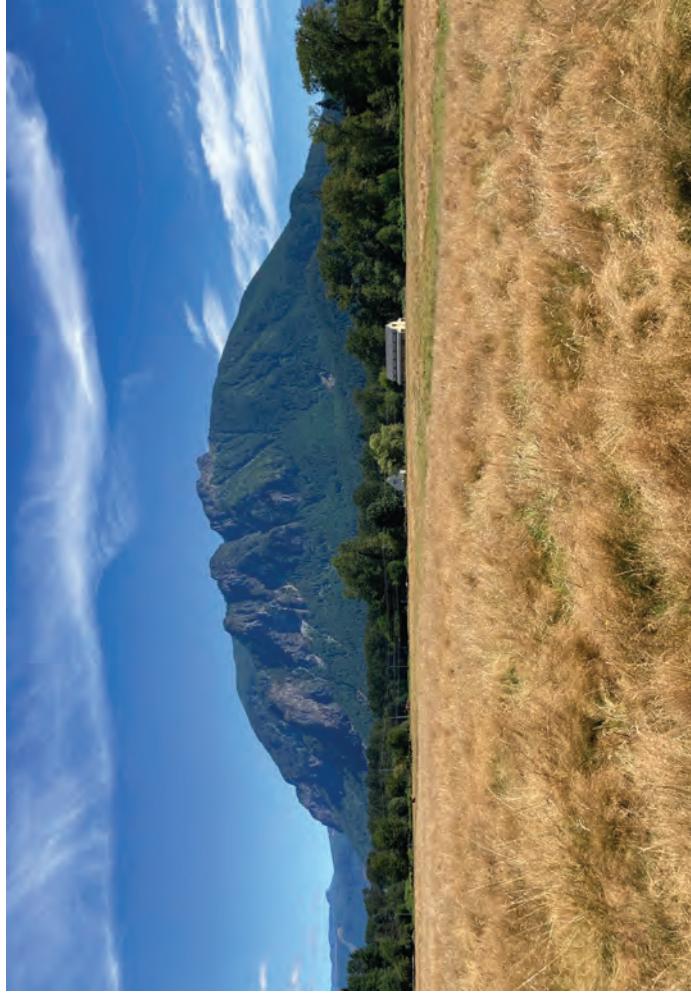
### CORRIDOR-WIDE CHALLENGES

*Historic building facades define the character of downtown North Bend.*

- Unify previous streetscape improvements

The consistent use of roundabouts as traffic calming measures along North Bend Way provides predictability to roadway users. These intersections can also provide a unifying theme to the corridor. At the east end of the corridor, access to private property is often poorly defined and, in some cases, the entire frontage functions as a driveway. This unmanaged access creates an inconsistent frontage to North Bend Way, as well as safety issues for drivers and pedestrians.

Appendix D includes an environmental scan, which summarizes the existing built and natural environment considerations in the corridor.

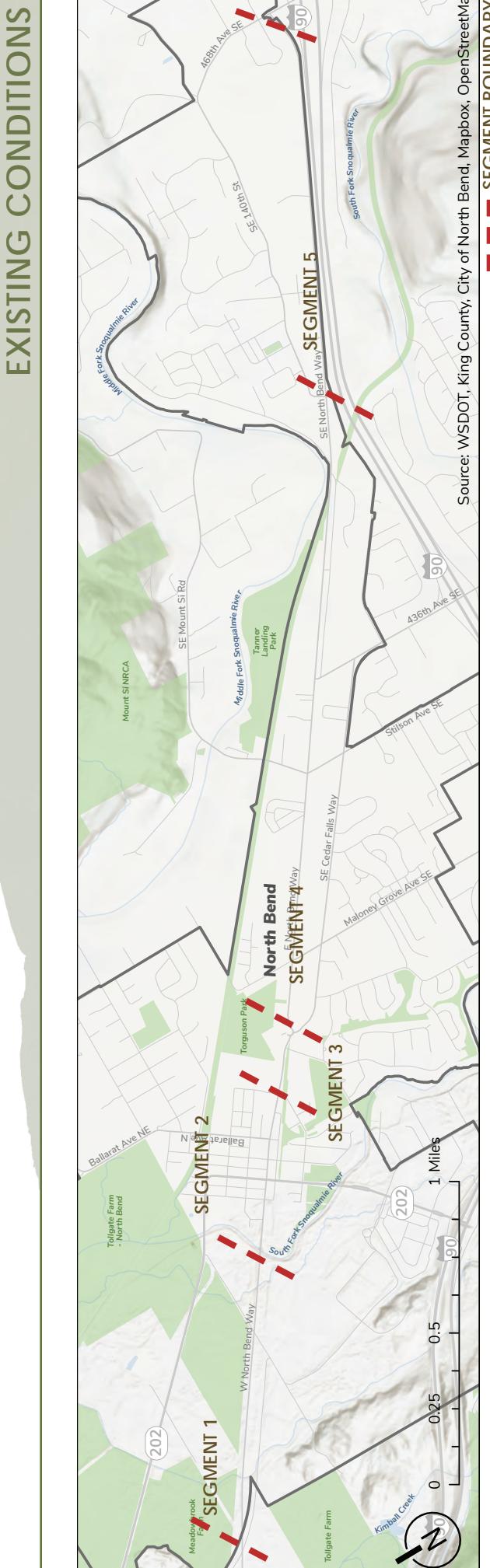


*For people approaching from the west, the view of Mount Si at Tollgate Farm Park provides a sense of place for North Bend at the foothills of the Cascades.*

## SEGMENT BOUNDARIES

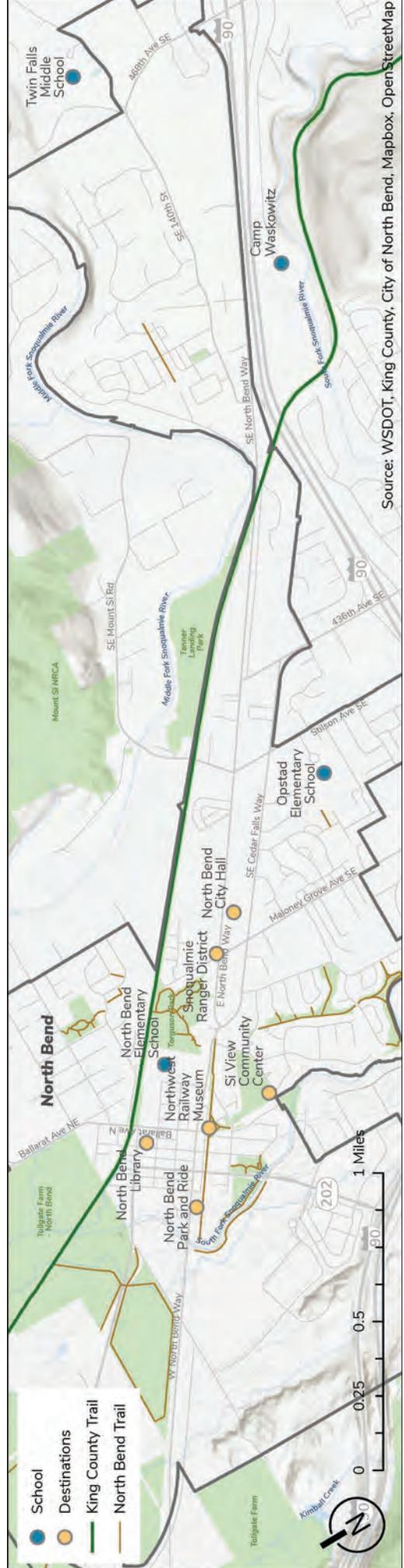
For this study, North Bend Way has been divided into sections. These sections correspond to transitions in the character of the context along the corridor:

- Segment 1: Western city limits to South Fork Snoqualmie River
- Segment 2: South Fork Snoqualmie River to Park Street
- Segment 3: Park Street to Cedar Falls Way Roundabout
- Segment 4: Cedar Falls Way Roundabout to SE 140th Street
- Segment 5: SE 140th Street to 468th Ave SE



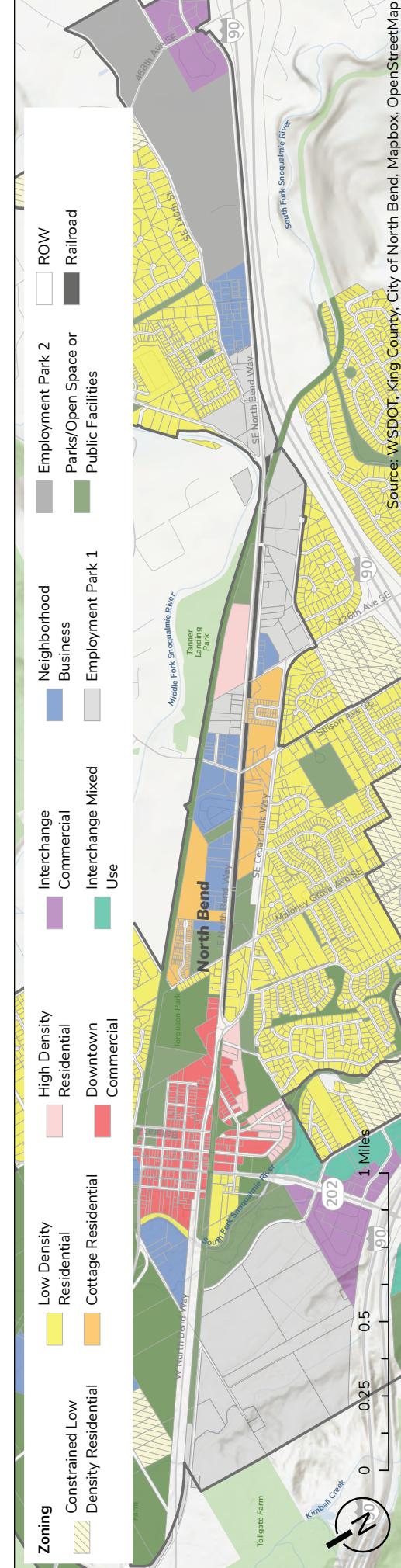
## DESTINATIONS

Destinations for visitors and residents of North Bend exist both along and just outside of the North Bend Way corridor. These include schools, trails, park-and-rides, and other destinations, such as the North Bend Library and Northwest Railway Museum. These destinations support active trips and North Bend Way is critical to providing access.



## ZONING

Zoning adjacent to North Bend Way varies through the entire corridor. The western portion of North Bend Way is primarily Open Space and low density Employment Park uses. Through downtown North Bend, zoning includes Downtown Commercial and High Density Residential. This transitions to Low Density Residential, Neighborhood Business, and Cottage Residential east of the downtown. In the furthest east portion of North Bend Way, zoning is Employment Park and Neighborhood Business with some Interchange Commercial.

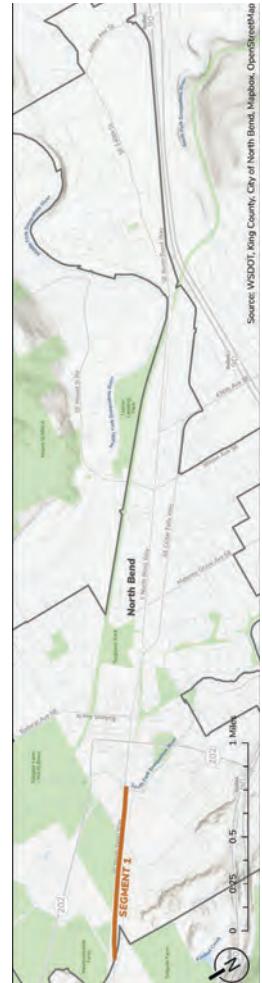


# SEGMENT OPPORTUNITIES AND CHALLENGES

See Appendix A for a detailed description of each segment as well as opportunities, challenges, and additional notes.

## SEGMENT

### Segment 1



## OPPORTUNITIES

- Create forested, park-like entry from the west
- Upcoming roadwork creates opportunity to reallocate lanes to provide shared use path on north side of existing pavement (from west city limit to bridge across S Fork Snoqualmie River)
- Maintain forested buffer within North Bend Way ROW and between rail line and North Bend Way ROW
- Connect to pathway network in Tollgate Farm Park at park entry
- Connect to future improved levy trail and other proposed trails to the south of North Bend Way

## CHALLENGES

- Users must cross rail crossing
- No safe crossing at SE 106th Place
- Constrained bridge width at Ribary Creek and South Fork Snoqualmie River

### Segments 2 and 3



- Connect to future improved levy trail
- Pedestrian safety improvements at intersection with Bendigo Blvd S
- Reallocate existing median to increase space for parking or walking and bicycling
- (Entire Segment) Establish consistent design standards for wayfinding for all modes and remove/update existing signs
- Upgrade Tanner Trail between E Park St and Bendigo Blvd S from 8 ft wide to 10 ft wide to meet shared use path standards
- Improve safety for all roadway users in downtown
- Make connection between public access to Torguson Park and Si View Park
- Limited ROW east of South Fork Snoqualmie River to continue shared use path from Segment 1
- Safety of North Bend Way crossing at future trail connection at South Fork Snoqualmie River
- Provide safe crossing of North Bend Way at bus stops west of Sydney Ave N
- Inconsistent crosswalk treatments throughout central business district
- High concentration of roadway crashes in downtown
- Truck route on Ballarat Ave N (maintain turn radius)

## SEGMENT

## OPPORTUNITIES

## Segment 4

- Improve entry to Torguson Park for people walking and riding bicycles
- Pedestrian safety improvements at Thrasher Ave NE
- Define street edge at parking lot for USFS office
- Provide pedestrian facility on north side of North Bend Way
- Consolidate driveways (multiple locations in Segment 4)
- Use undeveloped portion of ROW to create an underground utility channel
- Develop consistent approach to safety for all roadway users at intersections
- Pave and widen Tanner Trail to 12 feet wide to match other completed sections
- Use undeveloped portion of ROW to create an underground utility channel
- Maintain visual buffer between North Bend Way and light industrial uses south of SE Tanner Road
- Extend Tanner Trail to Snoqualmie Valley Trail
- Consider trail oriented development near crossing of Snoqualmie Valley Rail Trail
- Use undeveloped portion of ROW to provide high quality facility for walking and biking on north side of North Bend Way



## CHALLENGES

- ROW narrows west of SE Mount Si Rd
- Potential safety issue with multiple access points for small parcels east of SE Mount Si Rd

## Segment 5

- Develop consistent approach to safety for all roadway users at intersections
- Visual transition where North Bend Way diverges from I-90
- Use undeveloped portion of ROW to create underground utility channel
- Use undeveloped portion of ROW to provide high quality facility for walking and biking on north side of North Bend Way
- Develop visual gateway to corridor at 468th Ave SE



## TRAFFIC ANALYSIS

The City of North Bend recently completed a transportation needs assessment as part of an update to the Transportation Element of the Comprehensive Plan. Some observations from this effort that are relevant to this Complete Street Plan for North Bend Way include:

### TRAFFIC ANALYSIS

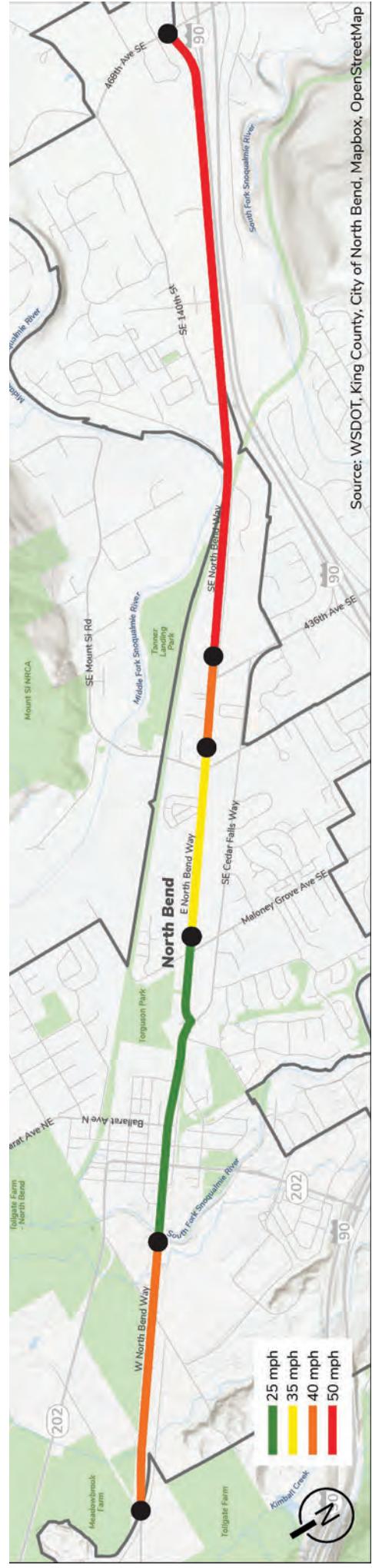
- North Bend Way & SR 202/Bendigo Boulevard is exempt from City's LOS D standard due to limited right-of-way.
- North Bend Way/Main Avenue & North Bend Way/Ballarat Avenue forecasted to operate at LOS E/F by 2044 due to side-street stop-control for traffic along Main Ave & Ballarat waiting for gaps in traffic along North Bend Way.
- North Bend Way intersections with Bendigo Boulevard, Main Avenue, & Ballarat Avenue are highly congested.
- North Bend Way intersections with 8th Street, 140th Street, and 468th Avenue operate at LOS A & B.
- During winter months, there are sudden peak truck parking demands when Snoqualmie Pass is closed to severe weather events. Spillover truck parking on nearby streets presents hazard.

### UPCOMING PROJECTS ADJACENT TO NORTH BEND WAY (2022-2027):

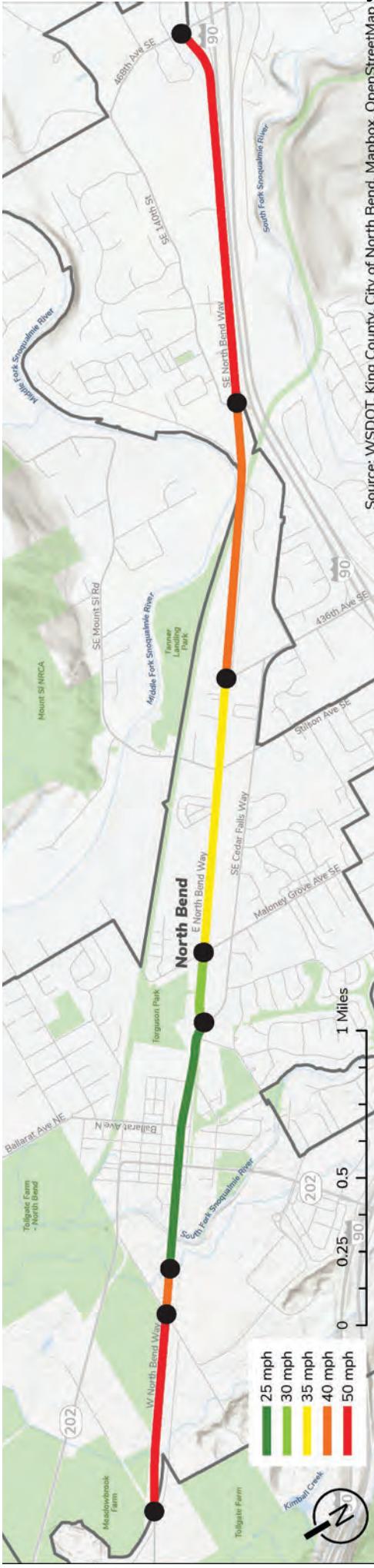
- Traffic Reconfiguration along Bendigo Blvd, 3rd Street to North Bend Way

### PROPOSED SPEED LIMITS

Existing speed limits on North Bend Way range between 25 and 50 MPH. City Council recently adopted a modified speed limits for North Bend Way. The modified speed limits reduce posted speeds along most of the corridor but increase the speed at the west end of the corridor.



Existing posted speed limits along North Bend Way



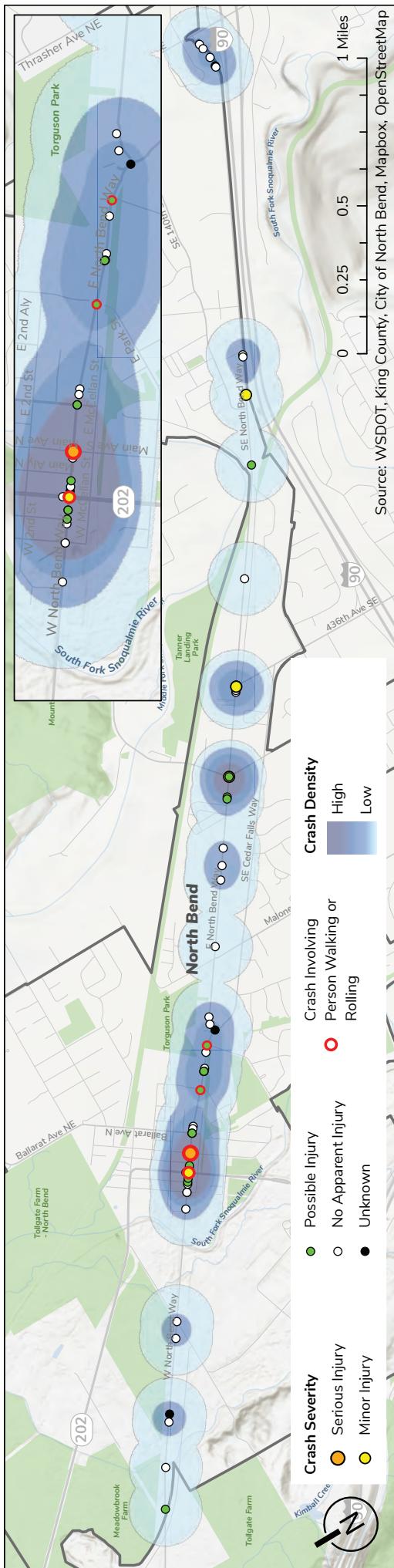
Modified posted speed limits along North Bend Way

### UPCOMING PROJECTS ON NORTH BEND WAY (2022-2027)

- North Bend Way & Bendigo Blvd- street widening & 1 new sidewalk installation
- North Bend Way & C&G Landscape Ballarat to Park (South Side) pedestrian & biking improvements
- North Bend Way Rechannelization, between Snoqualmie Valley Trail & Tanner Road
- Roundabout at North Bend Way/Mount Si Road
- North Bend Way/Ballarat All Way Stop or Traffic Signals
- Proposed trail & bike routes along North Bend Way
- Resurfacing and restriping of North Bend Way west of bridge over South Fork of the Snoqualmie River

## CRASH ANALYSIS

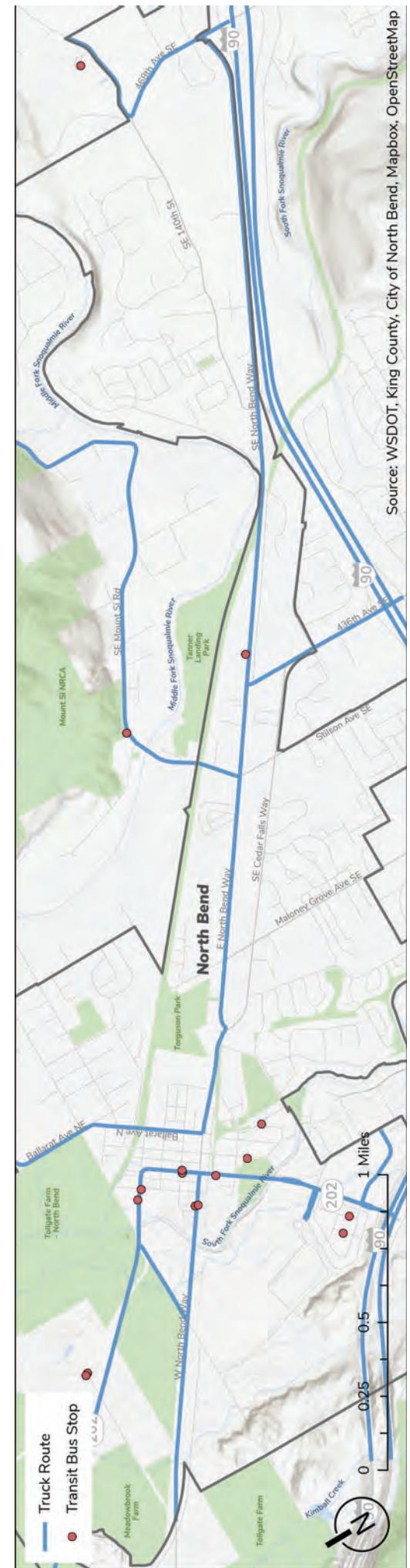
Between 2017 and 2021, 77 crashes were observed along North Bend Way within the study area, including one crash resulting in serious injuries, 5 crashes resulting in minor injuries, and 15 crashes resulting in possible injuries. Four of the 77 crashes involved people walking and rolling, including one serious injury crash at the intersection of Main Ave and one minor injury crash at Bendigo Blvd. Crashes involving people walking or rolling accounted for 19% of injury crashes observed along the corridor, while only making up 5% of crashes overall. Throughout the study area, crashes primarily occurred at intersections, with those in Segments 2 and 3 seeing the highest concentrations.



## TRUCK ROUTES AND TRANSIT

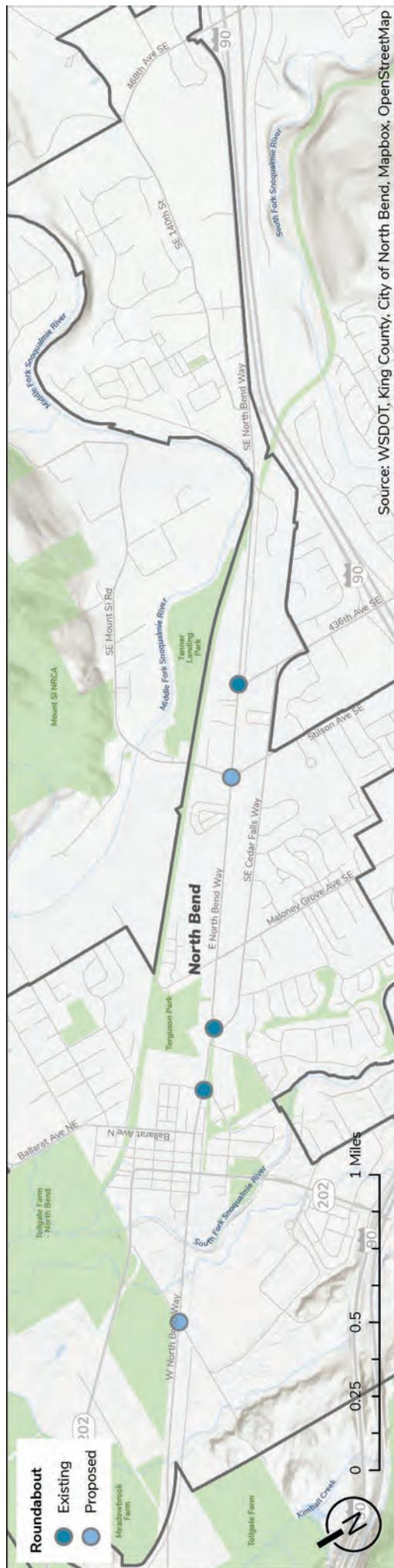
North Bend Way is a truck route in both the western and eastern portions of the corridor. A segment of North Bend Way through downtown is not considered a truck route. Connections from North Bend Way to SR 202 and I-90 are critical for freight movement.

Currently, there are two active transit stops on North Bend Way, located at the North Bend Park-and-Ride. A single west bound transit stop has been built in association with the new development east of 436th Ave SE.

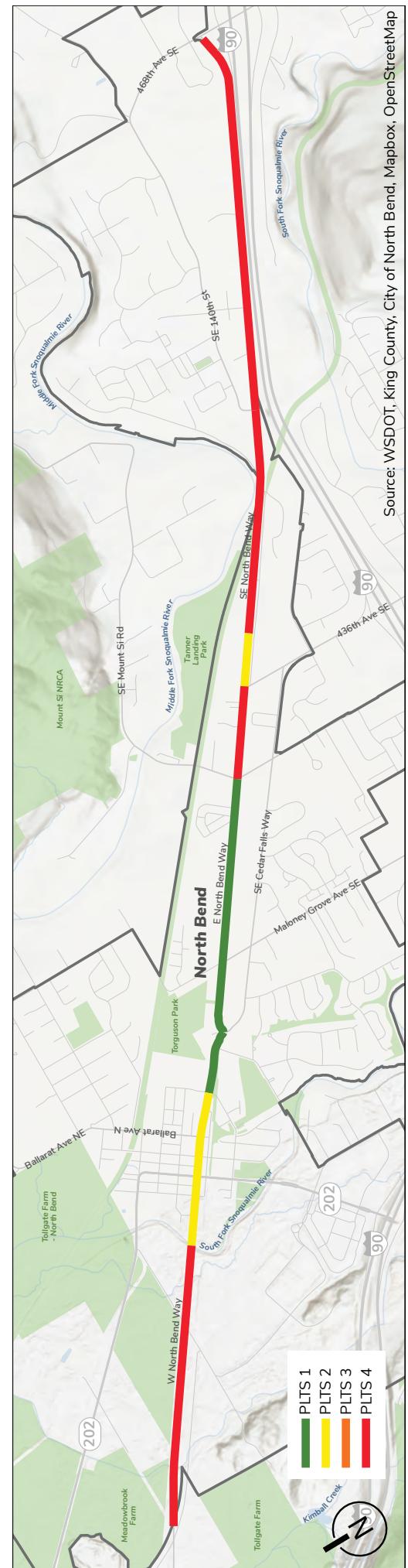


## EXISTING AND PROPOSED ROUNDABOUTS

There are existing roundabouts on North Bend Way at E Park Street, SE Cedar Falls Way, and 436th Avenue SE. Roundabouts are proposed at NW 8th Street and SE Mount Si Road.

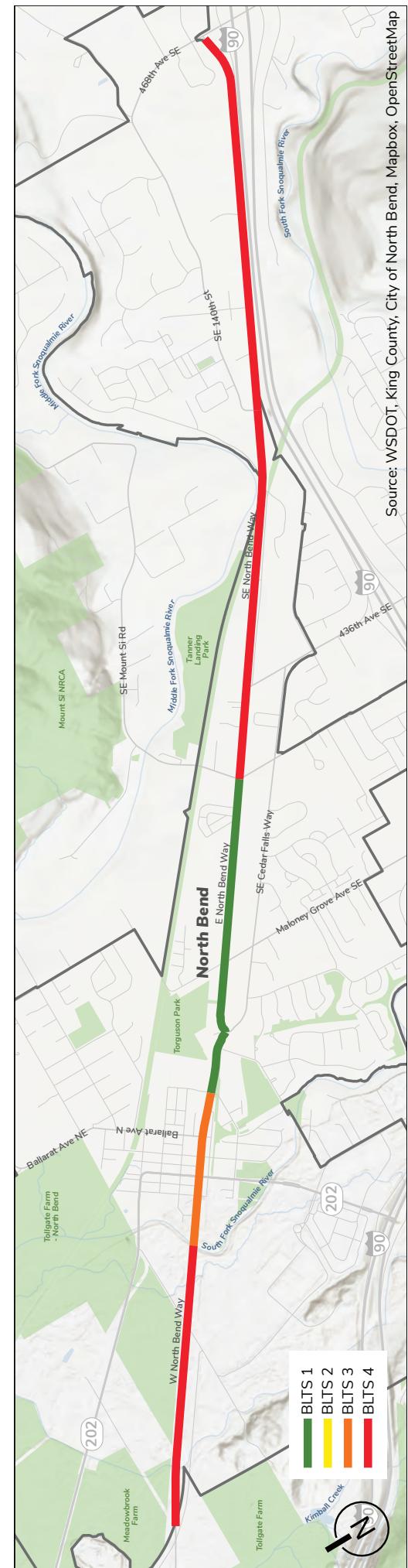


## EXISTING CONDITIONS



## PEDESTRIAN LEVEL OF TRAFFIC STRESS

The existing PLTS for North Bend Way varies throughout the corridor. Both the western and eastern portion of the corridor is considered high stress, primarily due to a lack of dedicated pedestrian facilities. Higher vehicle volumes slightly reduce the PLTS through downtown North Bend. East of E Park Street to SE Mount Si Road have a low PLTS because the Tanner Trail is separated from traffic.



## BICYCLE LEVEL OF TRAFFIC STRESS

Similar to the PLTS, the BLTS in the eastern and western portion of the corridor is high because there is a lack of facilities. Through downtown North Bend, the BLTS is slightly improved but traffic volumes still contribute to a higher stress score. The Tanner Trail between E Park Street and SE Mount Si Road is a low stress facility.

## EXISTING DAILY VEHICLE VOLUMES

Existing daily vehicle volumes (approximate volumes based on recent peak hour traffic counts at intersections; assumed peak hour intersection counts are approximately 10 percent of the daily traffic volume) are highest through downtown North Bend. Vehicles leave and enter the corridor in higher volumes at Bendigo Boulevard and E Park Street. Vehicle volumes are lowest in the eastern portion of the North Bend Way corridor.



# COMMUNITY INPUT

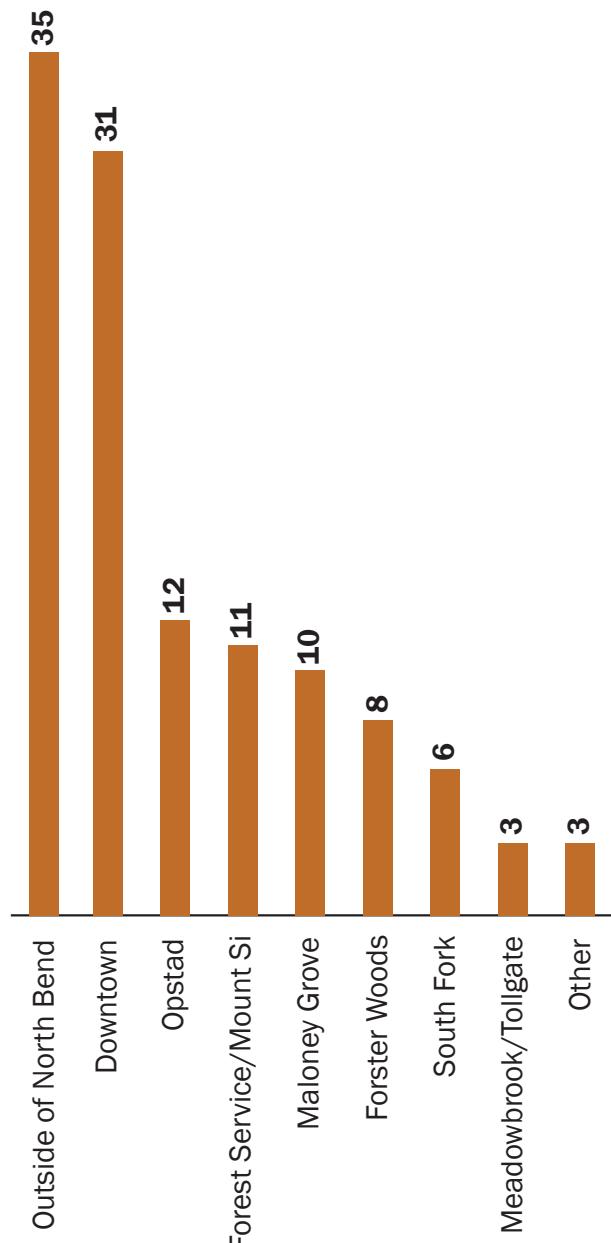
## COMMUNITY ENGAGEMENT

The City engaged with the community in Summer 2023 to provide information and seek input on this Complete Streets Plan. The City held in-person open houses in July. Both hard copy and online surveys were made available for community members over the course of Summer 2023. In total, over 120 responses were received.

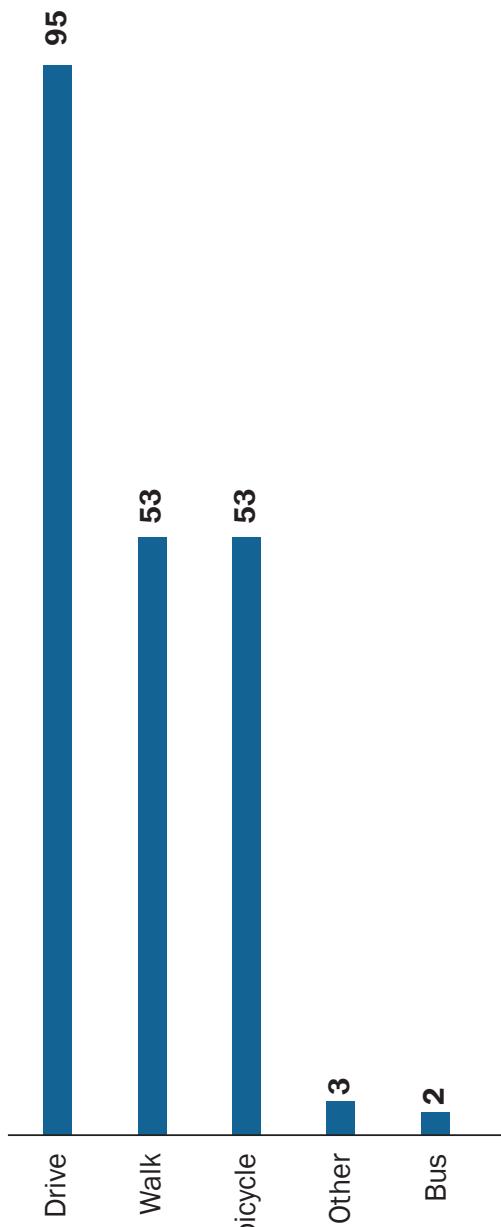
Surveys included the following questions:

- Where do you live?
- What is your preferred way to travel for trips within North Bend?
- What type of trips do you make within North Bend?
- Is there something that prevents you from walking or riding a bicycle for trips within North Bend?
- For the North Bend Complete Street project, what goals are most important to you?
- Is there something not represented in the goals that you would like the project team to consider?

### Where do you live?

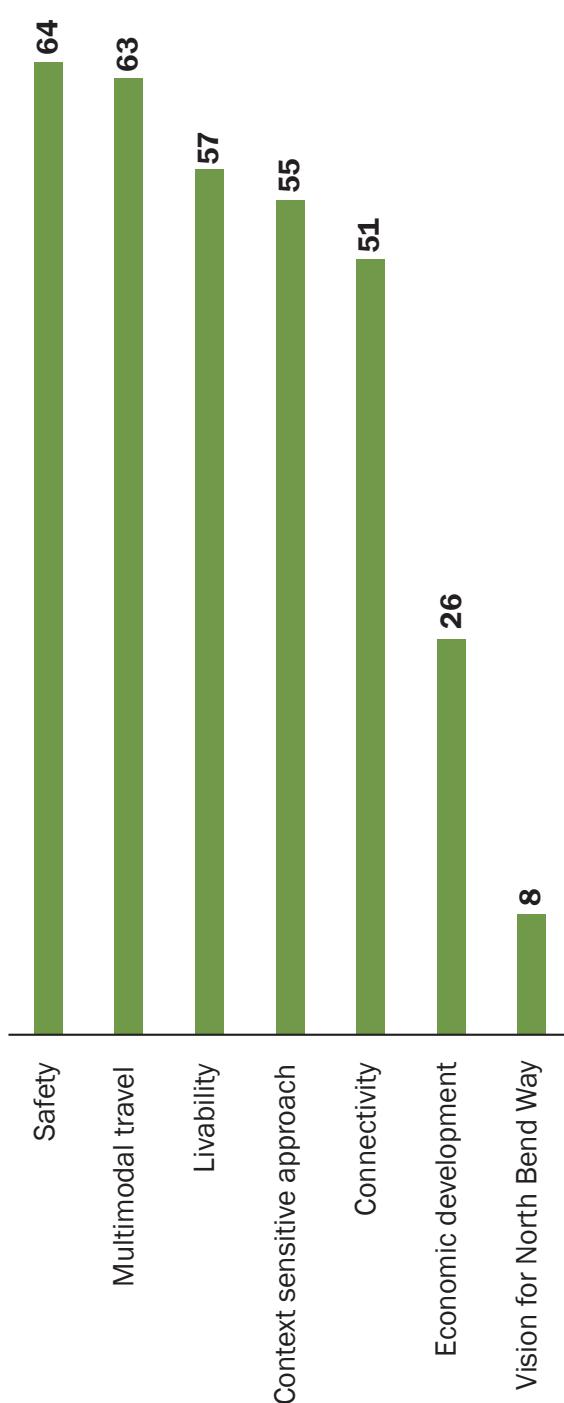


### What is your preferred way to travel for trips within North Bend? (Select top 2)

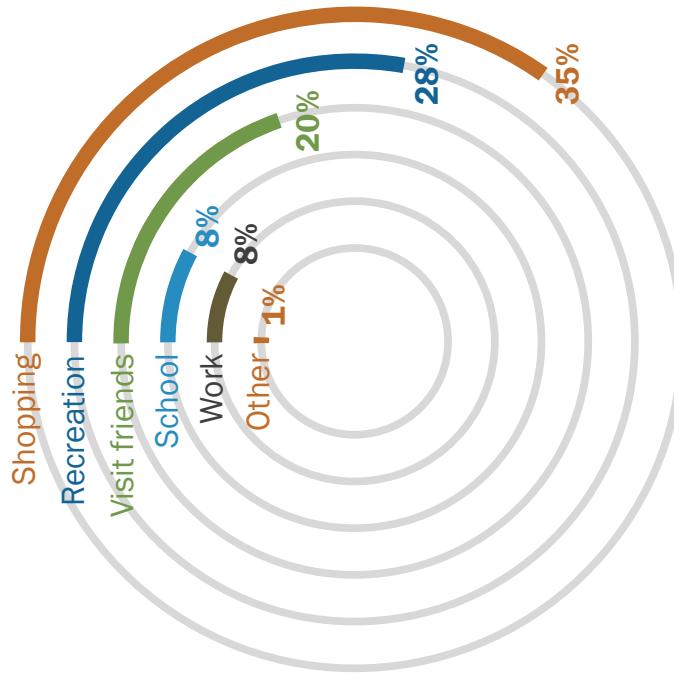


The results of the survey and community engagement are shown on the following pages.

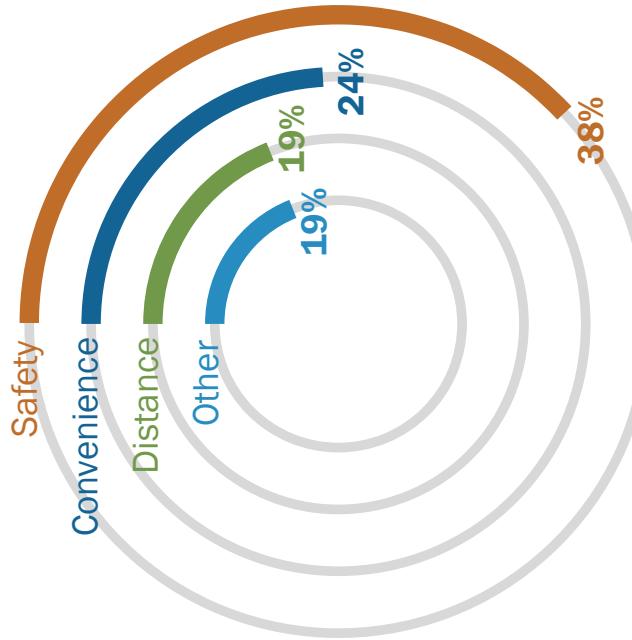
## For the North Bend Complete Street project, what goals are most important to you? (Select up to 3)



## What types of trips do you make within North Bend? (Select all that apply)



## Is there something that prevents you from walking or riding a bicycle for trips within North Bend? (Select all that apply)



## Is there something not represented in the goals that you would like the project team to consider?

- “Make the bridge entering downtown a feature similar to that at lake chelan, clean off the moss, paint it and add light.”
- “Left turn onto main would cause traffic back up. That needs to be addressed”
- “Slow things back down. Activity/outdoor-centric mnt town”
- “Proper infrastructure for street trees”
- “Consider new residents based on new housing development”
- “Small town feel”
- “Traffic flow impact of angle in parking(backing out)”
- “Consider one way streets on NB way and park currently have to drive multiple times on some streets because of roundabout”

## PREFERRED ALTERNATIVES DEVELOPMENT

## ALTERNATIVES DEVELOPMENT

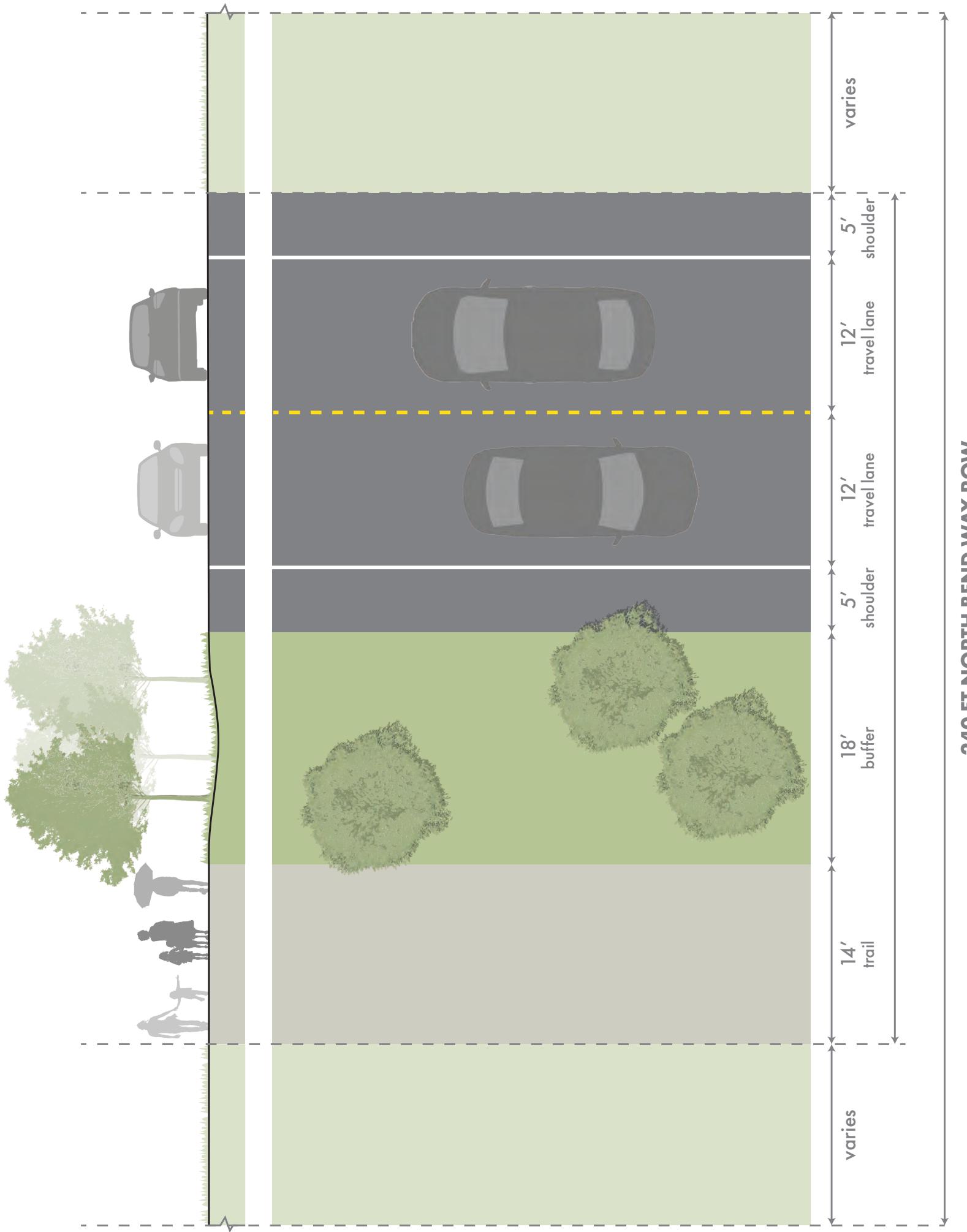
This chapter summarizes the preferred design concepts identified for North Bend Way. Concepts for each corridor segment include cross section alternatives that follow Complete Streets strategies. At the start of the study, a number of potential design concepts were identified and evaluated. Appendix B summarizes the range of alternatives considered as well as the evaluation of each of the alternatives. In conjunction with the evaluation, feedback from the community and City Council was used to identify the preferred alternative for each corridor segment. These are summarized in the following pages. An implementation plan is included in Appendix E, which identifies early implementation projects and potential funding strategies.

## PREFERRED ALTERNATIVES DEVELOPMENT

### SEGMENT 1

The preferred alternative for Segment 1 (Alternative 1b) adds protected space for people walking and rolling within the existing paved area.

Given the limited left turns along this segment, this alternative reduces the number of travel lanes in each direction and increases the buffer between the trail and the travel lanes. The wide planted buffer is at a scale to provide stormwater management and further improves the aesthetic qualities of the road with trees. Where there are left turns, the buffer can be reduced to provide left turn turn pockets.



*Photo simulation of pedestrians and cyclists using the trail.*



*Photo simulation at the bridge in Segment 1.*

## SEGMENT 1 - PLAN VIEW

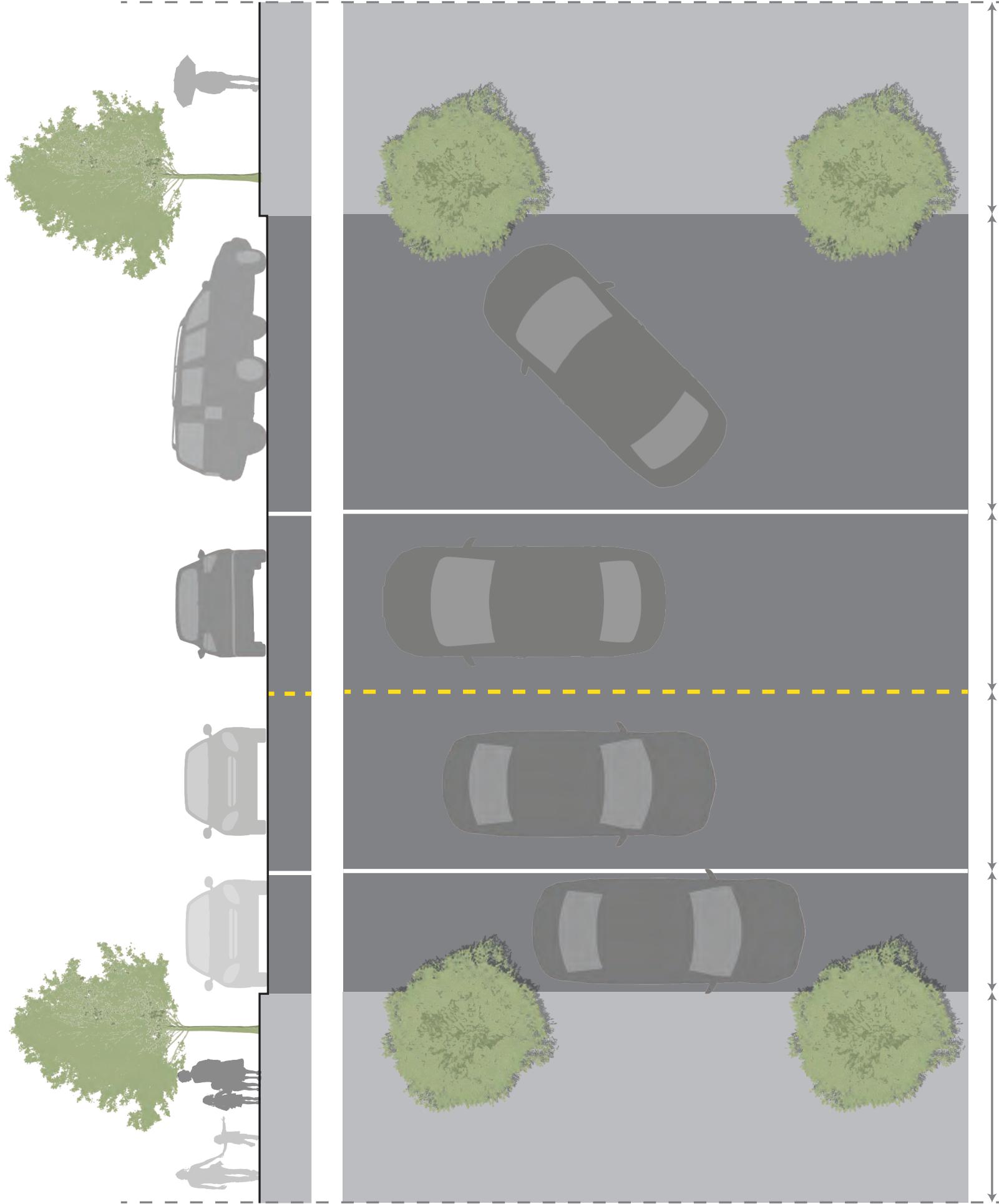
This plan view enlargement depicts the parking concept for Tollgate Farm Park, located within Segment 1, which will be paired with the preferred alternative. The improvements provide additional angled parking for park visitors and maintain the existing entrance. Though there are improvements to the parking, sidewalk, and trail, the existing Heirloom Apple Trees between the sidewalk and trail will remain as-is.



## PREFERRED ALTERNATIVES DEVELOPMENT

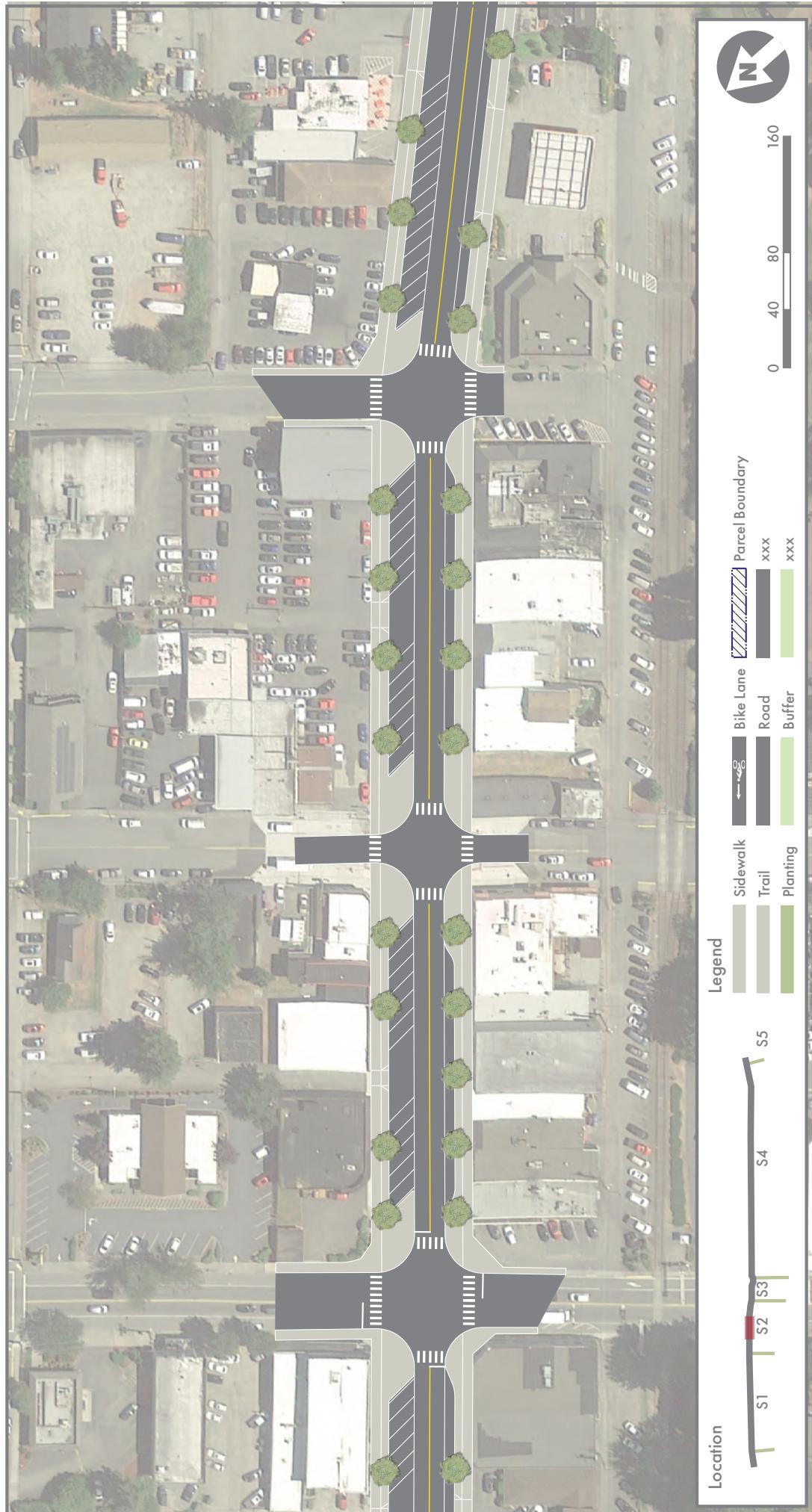
### SEGMENT 2

The preferred alternative in Segment 2 (Alternative 2c) would rechannelize North Bend Way to provide angled parking on one side of the street and remove the center turn lane. This would provide traffic calming along the corridor. The alternative would enhance access for people walking or rolling by providing a trail parallel to North Bend Way along the railroad tracks approximately one block to the south between the South Fork Snoqualmie River and Bendigo Boulevard, where the trail would connect to the existing North Bend Rail Trail through downtown. Shared lane markings would also be provided in the travel lanes on North Bend Way. This alternative would provide an all ages and abilities facility parallel to North Bend Way through downtown and would connect to existing trail infrastructure.



## SEGMENT 2 - PLAN VIEW

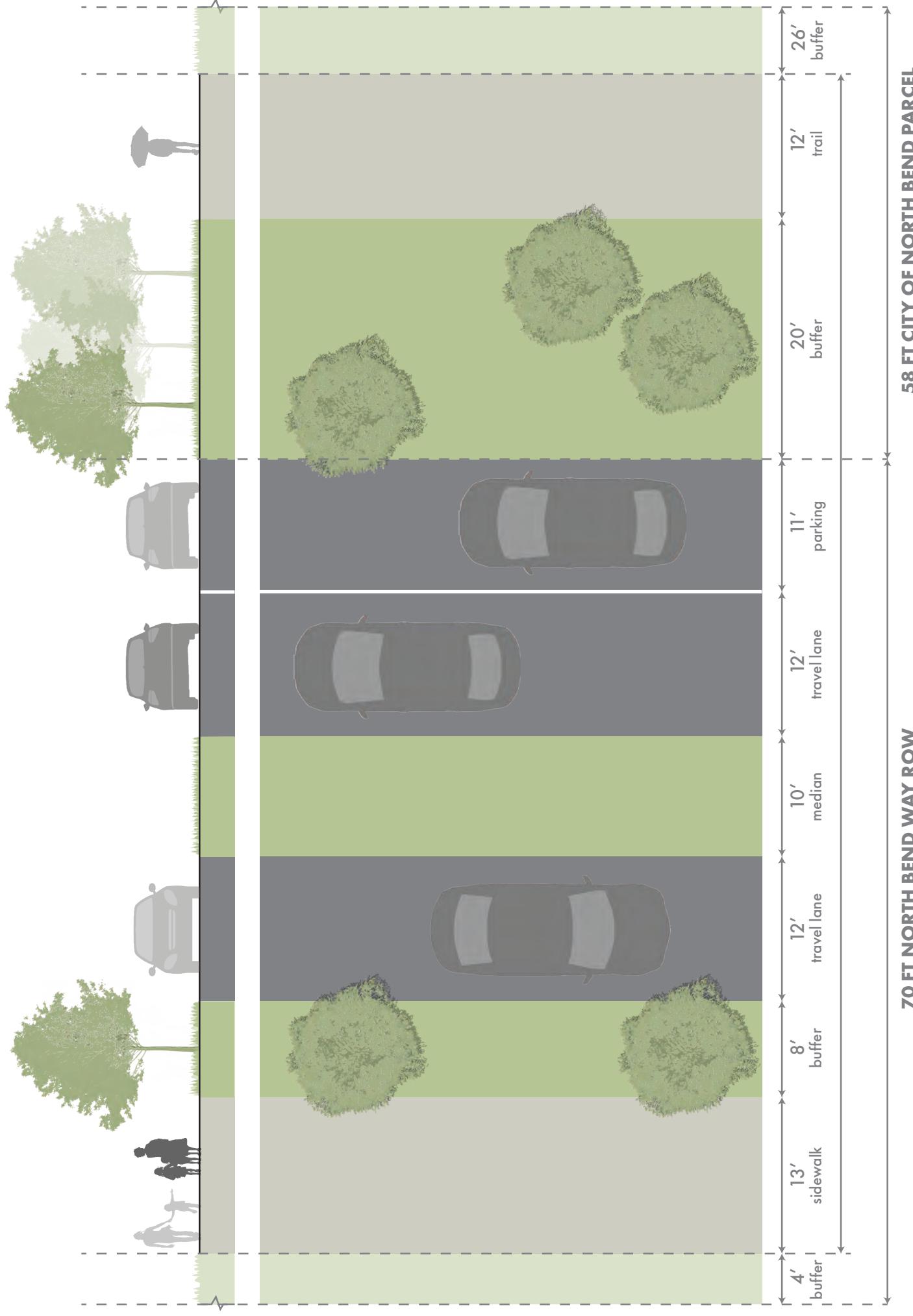
This plan view enlargement is located in the Historic North Bend Downtown area, located within Segment 2. This emphasizes the angled parking on the north side of North Bend Way, which enhances accessibility and traffic calming. The plan view captures the reduction from the current three-lane downtown (with medians present on certain blocks) to a two-lane street. Street trees will be spaced to highlight intersections, crossings, and driveways.



## PREFERRED ALTERNATIVES DEVELOPMENT

## SEGMENT 3

In Segment 3, the preferred alternative (Alternative 3a) would provide additional space for people walking and rolling along North Bend Way by increasing the width of the existing trail on the south side of the roadway from 8 feet to 12 feet. The additional space would improve safety by decreasing the likelihood of conflicts between trail users. Other cross section elements would remain as they currently exist.

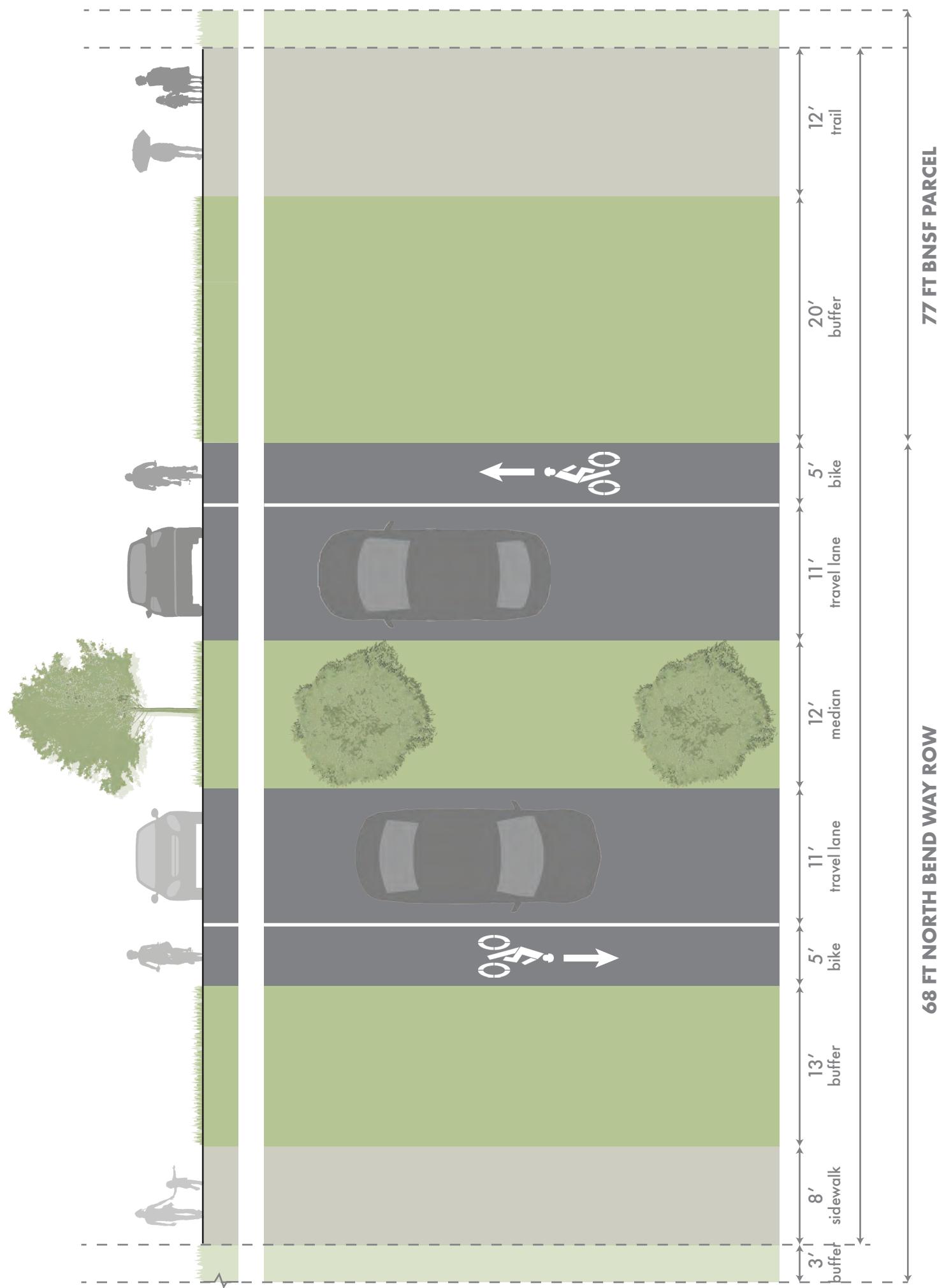


70 FT NORTH BEND WAY ROW

58 FT CITY OF NORTH BEND PARCEL

## SEGMENT 4

The preferred alternative (Alternative 4c) for Segment 4 enhances safety for all roadway users and expands upon existing North Bend standards by adding a planted median, a painted bicycle lane in each direction, and a sidewalk on the north side, separated from the roadway by a wide bio-channel buffer. Additionally, the intermittent 10-foot trail to the south of the roadway would be completed along the length of Segment 4 and expanded to 12 feet. The planted median would enhance the roadway's aesthetic qualities and act as a traffic calming measure that would limit potential conflicts with left turning vehicles. The sidewalk on the north side of the roadway and continuous trail along the south side would provide an all ages and abilities facility for people walking and rolling throughout the segment. The painted bicycle lanes would provide travel space for people who feel comfortable cycling within the roadway, while reducing the potential for conflicts between trail users. The wide bio-channel buffer would improve stormwater management within the right-of-way, improve roadway aesthetics, and physically separate people using the sidewalk from motor vehicle traffic.



## PREFERRED ALTERNATIVES DEVELOPMENT

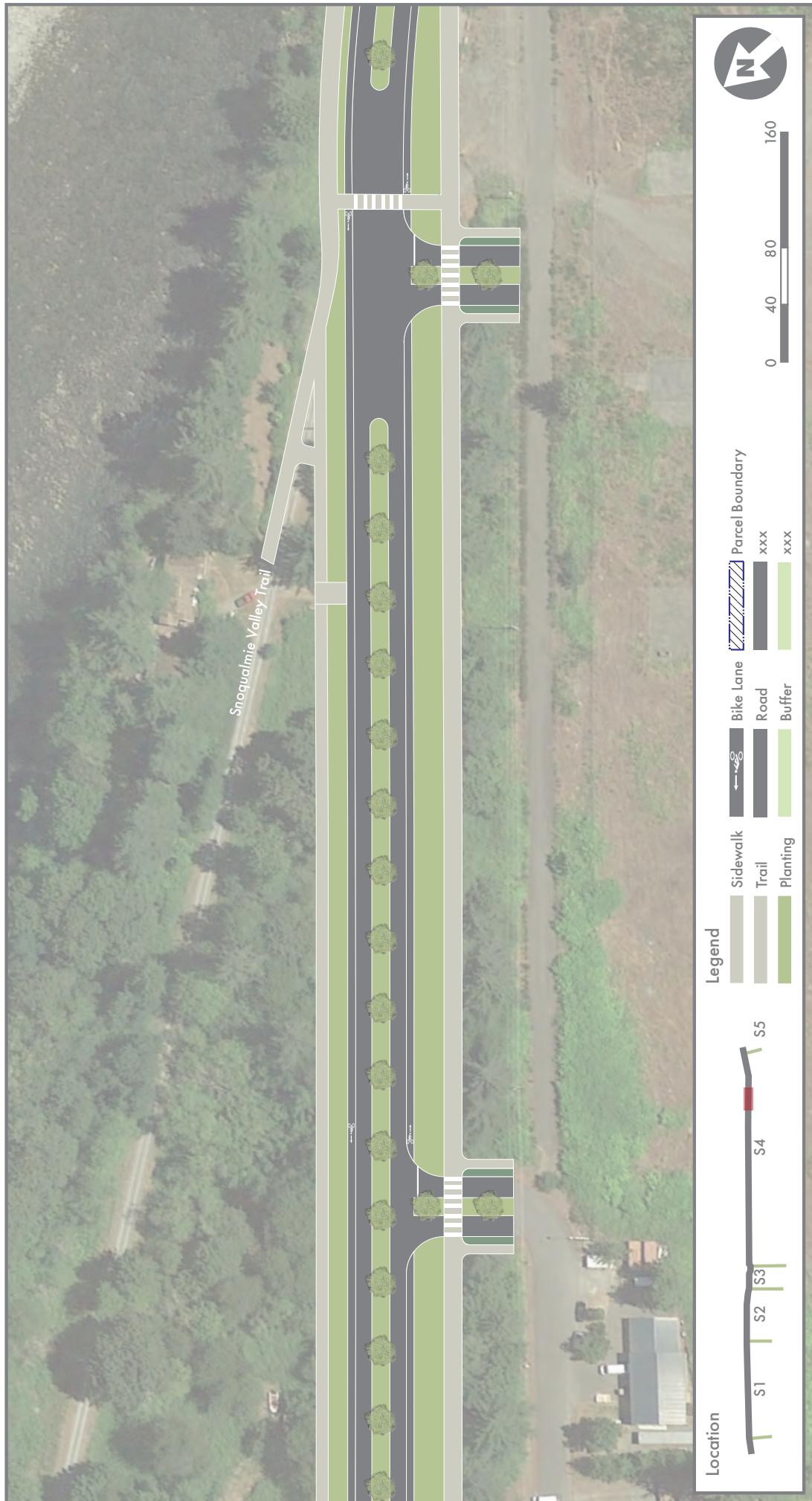
### SEGMENT 4 - PLAN VIEW 1

This plan view enlargement focuses on the proposed parking improvements located within Segment 4. This shows the potential for a parcel acquisition to create more parking within the segment. There will also be street improvements such as bike lanes and trails to create a more inviting and safer experience for all roadway users, as well as a planted center median.



## SEGMENT 4 - PLAN VIEW 2.1

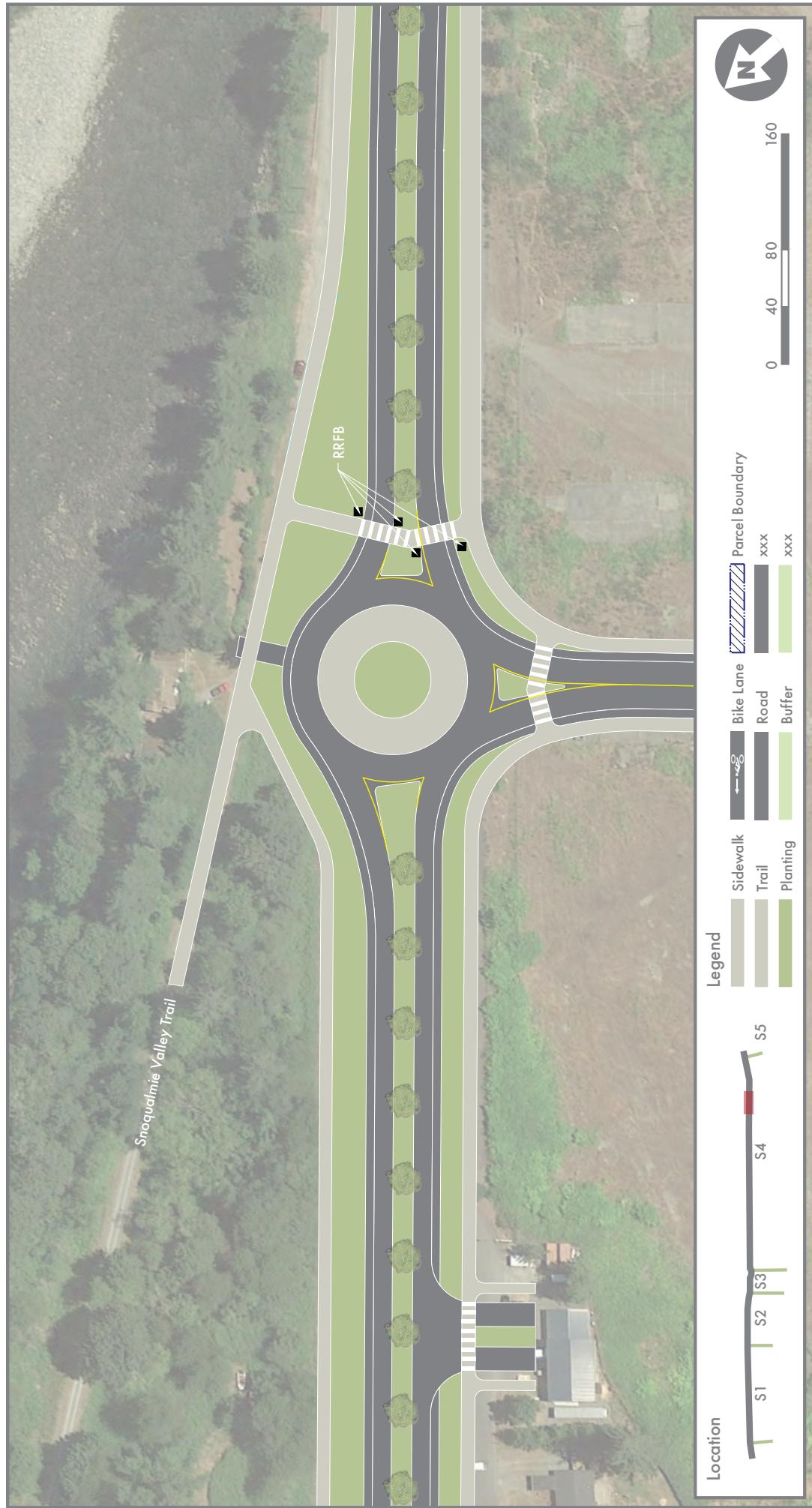
This plan view enlargement is a continuation of the first plan view from this segment (located on the previous page). Much like the previous plan view, it shows both bike lanes and trails to create a more inviting and safer experience for all roadway users. The continuation of the planted center median improves roadway aesthetics. Also depicted are pedestrian and bike crossings in addition to a connection to the existing Snoqualmie Valley Rail Trail.



## PREFERRED ALTERNATIVES DEVELOPMENT

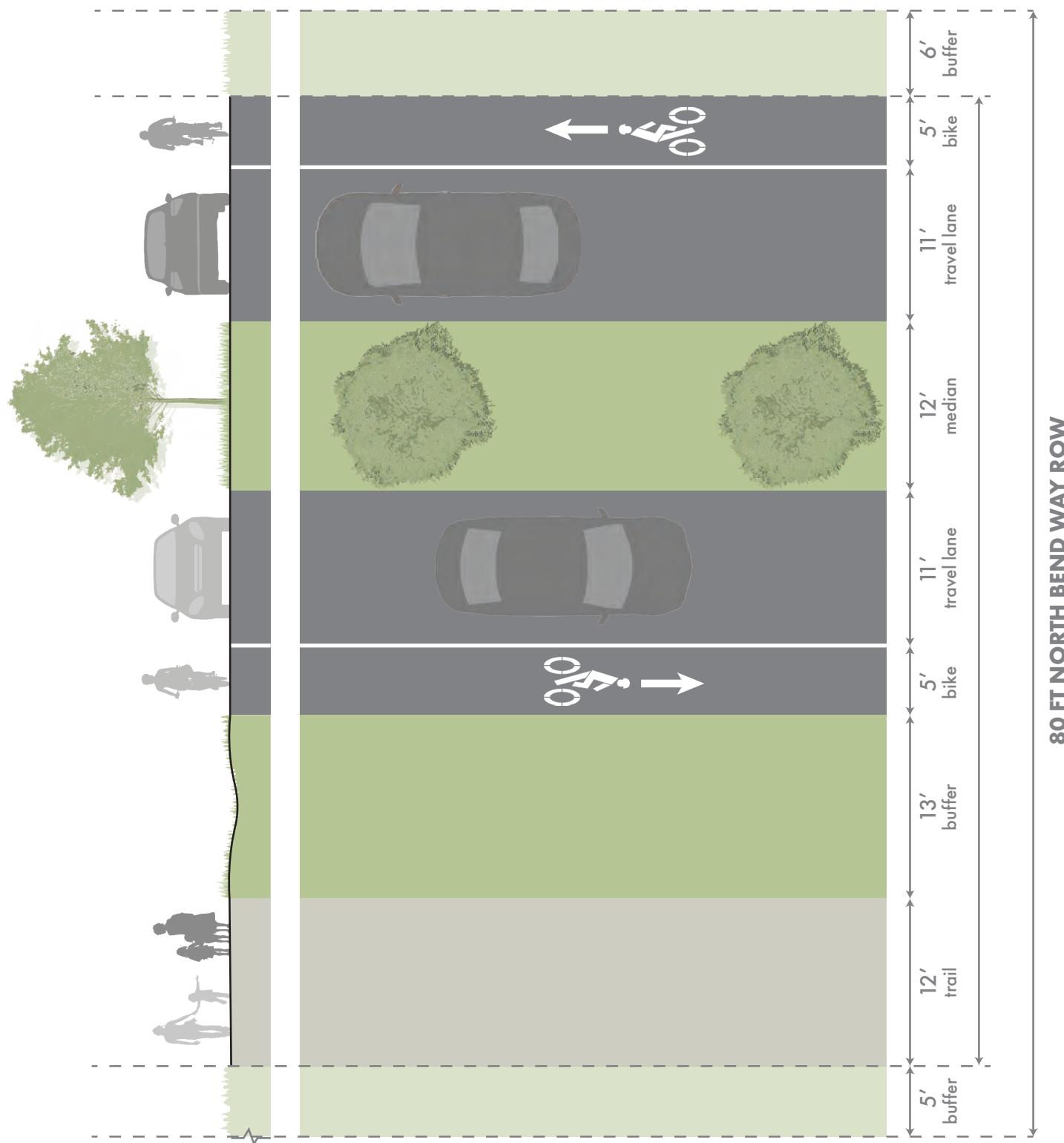
## SEGMENT 4 - PLAN VIEW 2.2

This plan view enlargement also depicts the continuation of Plan View 1 from Segment 4, but it is an alternative to Plan View 2.1. Much like Plan View 2.1, this highlights the bike lanes and trails which create a more inviting and safer experience for all roadway users. The continuation of the planted center median furthers the roadway aesthetics. A roundabout is an alternative to the intersection in Plan View 2.1. There are proposed Rectangular Rapid Flashing Beacons (RRFB) east of the roundabout to increase pedestrian safety at that crossing.



## SEGMENT 5

The preferred alternative in Segment 5 (Alternative 5c) enhances safety for all roadway users and expands upon existing city standards by adding a planted median, a painted bicycle lane in each direction, and a trail on the north side, separated from the roadway by a wide bio-channel buffer. The planted median would enhance the roadway's aesthetic qualities and act as a traffic calming measure that would limit potential conflicts with left turning vehicles. The trail on the north side of the roadway would provide an all ages and abilities facility for people walking and rolling throughout the segment. The painted bicycle lanes would provide travel space for people who feel comfortable cycling within the roadway, while reducing the potential for conflicts between trail users. The wide bio-channel buffer would improve stormwater management within the right-of-way, improve roadway aesthetics, and physically separate people using the trail from motor vehicle traffic. No improvements are proposed along the south side of North Bend Way, as the I-90 right-of-way directly abuts the existing roadway.

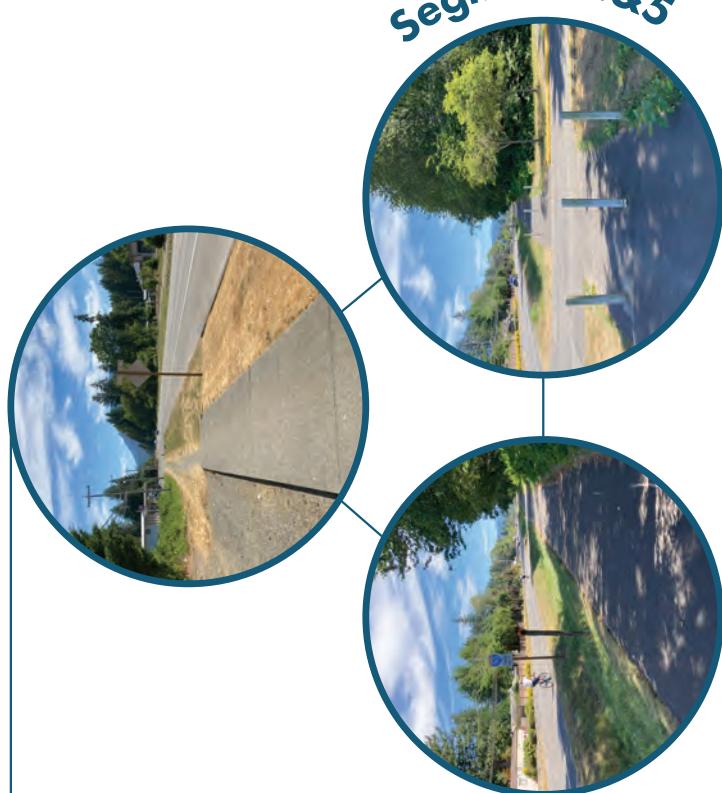


## STREETSCAPE ELEMENTS

This chapter summarizes the streetscape elements identified for each segment of North Bend Way. Streetscape improvements were identified for each segment in order to be consistent with the changing context and conditions of the corridor. Elements include furnishings and amenities (signage, wayfinding, banners, planters, bicycle parking etc), trees and plantings, and shrubs and groundcover.



Segment 5



Segment 4

Segment 3

Segment 1

Segment 2

# FURNISHINGS AND AMENITIES

## SEGMENT 1

Segment 1 serves as the western gateway to North Bend from I-90, which implies a certain treatment to defining the design characteristics of the area. Wayfinding signage includes the 'Welcome to North Bend' rock. This marks the beginning of urban roadside treatments such as street trees, lamp posts, sidewalks, and hanging baskets, which are present moving closer to the downtown area of the corridor.

Opportunities for additional furnishings and amenities include wayfinding signage, banners, seating, roadside plantings, trail enhancements, gateway signage, and lighting. These would create a greater sense of place and further accentuate this segment as a point of entry into the City of North Bend.

Further, the development of the bridge over the South Fork Snoqualmie River is a natural gateway that can be enhanced to emphasize this transition.

## SEGMENTS 2 AND 3

Segments 2 and 3 include the central Historic Downtown and areas of higher density. These segments are similar in pedestrian amenities but differ in the design styles that are implemented. Currently, Segment 2 offers bike racks, outdoor dining, pedestrian seating, lamp posts, and flower baskets. Segment 3 has walkways for pedestrians but fewer seating options and inconsistent plantings and fencing separating pedestrians from vehicles.

In these segments, there are opportunities to accentuate a sense of well-being and safety for all roadway users. This can be done to reflect the existing uses; design decisions should emphasize the needs of users in a downtown core in Segment 2 and the natural elements present in

Segment 3. These might include wayfinding signage, banners, pedestrian rest areas, pedestrian-scale lighting, plantings, stormwater treatment areas, and trail enhancements. These furnishings and amenities can provide a transition between the more "urban" uses in Segment 2 and more "natural" uses in Segment 3. Furnishings and amenities, such as pedestrian seating and bicycle parking, in these segments should be provided along each block.



## SEGMENTS 4 AND 5

Segments 4 and 5 are characterized by less dense, rural uses. Currently, there are few pedestrian amenities: some portions of the trail are paved while others are not. There is a minimal buffer between pedestrian facilities and roadway traffic, and a lack of cohesiveness between different portions of these segments.

Adding furnishings and amenities in these segments can create a sense of well-being and safety for all roadway users in addition to continuity between trails and sidewalk areas. These can include rest areas for pedestrians, wider buffers between vehicles and pedestrians, pedestrian scale lighting, wayfinding, and plantings.



# OPPORTUNITIES FOR PLACEMAKING

## STREETSCAPE ELEMENTS

<h3>gateways</h3> <p>Gateways are opportunities for transition and entrance. These areas should be designed to create a user experience that is rich with placemaking and passage, wayfinding signage, welcoming signage, lighting, banners, and the potential for "pocket parks". Changes in planting/street trees can also help to create a stronger concept.</p> <p>Encouraged design elements:</p> <ul style="list-style-type: none"> <li>• welcoming signage</li> <li>• wayfinding signage</li> <li>• seating</li> <li>• banners</li> <li>• increase in planting</li> </ul>	<h3>trail crossings</h3> <p>Trail crossings are places where pedestrian trails meet and bisect vehicle traffic. These areas should be designed to enhance pedestrian safety due to the presence of automobile traffic. Lighting, signage, changes in planted areas, and the potential for "pocket parks".</p> <p>Encouraged design elements:</p> <ul style="list-style-type: none"> <li>• wayfinding signage</li> <li>• seating</li> <li>• banners</li> <li>• increase in planting</li> </ul>	<h3>intersections</h3> <p>Intersections seen in the map are places where two prominent roads meet, downtown and outside of downtown. These areas should be designed to highlight this convergence by having more intentional placemaking than other intersections. Increased planting, seating, pedestrian lighting, or paving patterns can help define these spaces.</p> <p>Encouraged design elements:</p> <ul style="list-style-type: none"> <li>• Seating</li> <li>• increase in planting</li> <li>• pedestrian lighting</li> <li>• paving patterns</li> </ul>
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## TREES AND PLANTINGS

### TREES

Many environmental and health benefits are provided by street trees including cooling shade, habitat, improved air quality, traffic calming, seasonal color, and visual interest along the street. Selection of tree type is important to avoid problems such as disease resistance and sidewalk heaving.

Below are tree planting guidelines to consider:

- Select trees that will provide visual unity along the North Bend Way corridor and also trees that help draw attention or give distinction to points of interest along the way
- Where close to roadway, reduce potential for trees being clipped by tall trucks by selecting trees that are columnar or pyramidal in shape
- Maintain sight lines to signs of businesses and views into windows as much as possible and locate and select tree types that to keep open or enhance scenic mountain views
- Minimize maintenance by selecting trees that do not drip sap or honeydew from aphids or drop excessive berries and with small leaves to reduce clogging of drains and fall cleanup
- Use native trees with native shrubs and ground cover plants where space is available for urban habitat enhancement
- Plant deciduous trees to provide summer shade and allow winter sun
- Select trees appropriate for stormwater facilities which can tolerate wet soils and which intercept rainfall (conifer trees absorb the most)
- Select trees that provide interest and seasonal color
- Restore and define protection areas around heirloom apple trees along North Bend Way



*Carpinus caroliniana*



*Ulmus*



*Acer platanoides*



*Liriodendron tulipifera*



*Betula maximowicziana*

## STREETSCAPE ELEMENTS



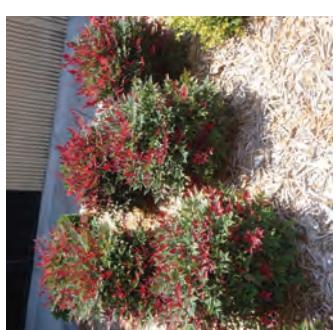
Phenomenal English lavender



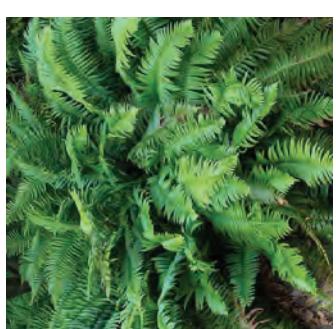
Blue star juniper



Red twig dogwood



Harbor dwarf



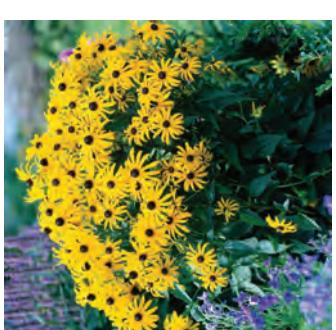
Western sword fern



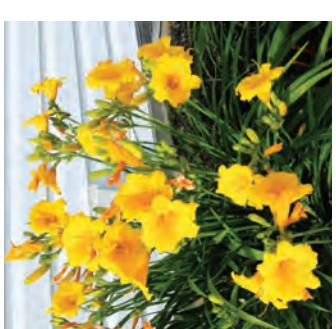
Purple coneflower



Globe master allium



Black-eyed Susan



Stella d'Oro daylily



Hameln dwarf fountain grass



Karl Foerster feather reed grass



Blue oat grass



Beach strawberry



Creeping phlox

## SHRUBS AND GROUND COVERS

In addition to trees, various shrubs and ground covers are recommended to be planted throughout the project area. The next page shows the plant palette recommendation for the different segments

## Shrubs

The plan palette includes many Western Washington native plants to uphold the natural characteristics of North Bend while also supplying ornamental plants and perennials for more urban areas. Segment 1, 4, and 5 have more of an emphasis on low maintenance natives, while 2 and 3 bring in a wider range of plants to choose from. Different colors, textures, and bloom times were considered to bring seasonal interest to plantings.

Planting areas should contain multiple species, textures, colors, and sizes

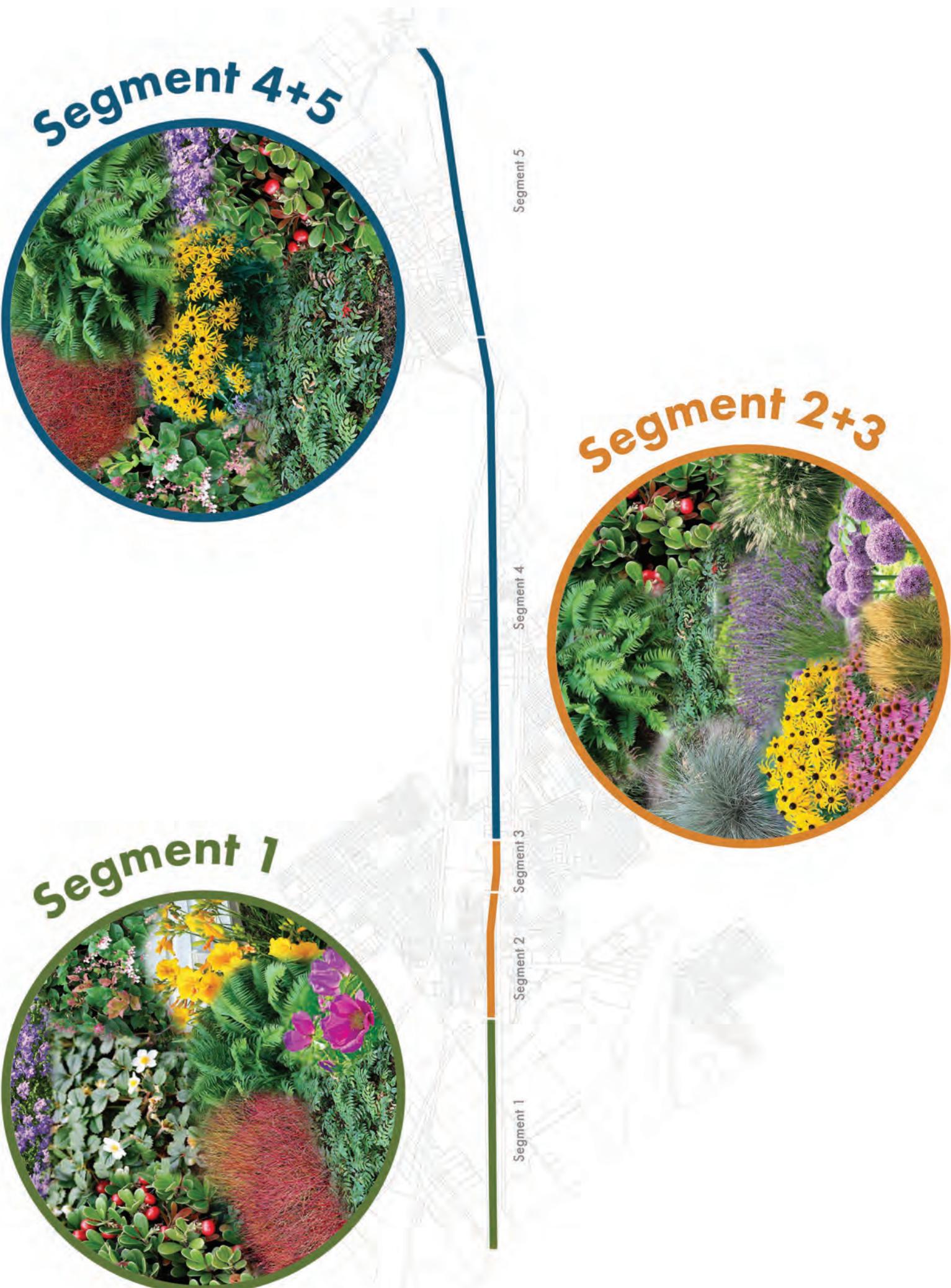
## Flowers

## Grasses

## RECOMMENDED PLANTS PER SEGMENT

■ Recommended for Segment ■ Potential for Segment

	Segment 1	Segments 2 and 3	Segment 4 and 5
Beach Strawberry	<i>Fragaria chiloensis</i>	■	■
Black-eyed Susan	<i>Rudbeckia</i>	■	
Blue-oat Grass	<i>Helictotrichon sempervirens</i>	■	
Blue-Star Juniper	<i>Juniperus squamata 'Blue Star'</i>	■	
Creeping Phlox	<i>Phlox</i>	■	
Ornamental Onion	<i>Allium 'Globemaster'</i>	■	
Hamelin Dwarf Fountain Grass	<i>Pennisetum alopecuroides 'Hamelin'</i>	■	
Harbour Dwarf Nandina	<i>Nandina Domestica 'Harbour Dwarf'</i>	■	
Karl Foerster Feather Reed Grass	<i>Calamagrostis acutiflora x 'Karl Foerster'</i>	■	
Phenomenal English Lavender	<i>Lavandula x intermedia 'Phenomenal'</i>	■	
Purple Coneflower	<i>Echinacea</i>	■	
Kelsey's Red Twig Dogwood	<i>Cornus sericea 'Kelseyi'</i>	■	
Stella D'oro Daylily	<i>Hemerocallis 'Stella D'oro'</i>	■	
Western Sword Fern	<i>Polystichum munitum</i>	■	
Kinnikinnick	<i>Arcstaphylos uva-ursi</i>	■	
Oregon Grape	<i>Mahonia nervosa</i>	■	
Salal	<i>Gaultheria shallon</i>	■	
Rugosa Rose	<i>Rosa rugosa</i>	■	■



## APPENDICES



## APPENDIX A: Opportunities and Challenges

## SEGMENT 1: OPPORTUNITIES AND CHALLENGES

The visual character of this segment of North Bend Way is that of a tree lined rural highway. The wide existing right of way (ROW) results from its history as the former highway. A historic rail corridor used for scenic train excursions parallels North Bend Way on the south side. The rail corridor and wide ROW provide a buffer to the planned development to the south. Along the north side of the corridor, Tollgate Farm Park provides scenic views of Mount Si and the Cascades across open fields. Facilities for pedestrians and bicyclists are limited to wide shoulders for the entire length of the segment.

The east end of the segment is marked by the city limit, a rail crossing, and an oblique intersection. A roundabout and traffic revision are planned for NW 8th Street to connect to a future extension of S. Fork Avenue and accommodate planned developments near Nintendo. The west end of the segment is marked with a bridge across the South Fork Snoqualmie River and scenic views of the river and a rail trestle bridge across the river.



Pedestrians commonly walk along the north side of North Bend Way between Tollgate Farm and downtown.



## OPPORTUNITY

1. Forested, park-like entry from the west
2. Upcoming roadwork creates opportunity to reallocate lanes to provide shared use path on north side of existing pavement (from west city limit to bridge across S Fork Snoqualmie River)
3. Maintain forested buffer within North Bend Way ROW

4. Maintain forested buffer between rail line and North Bend Way ROW
5. Connect to pathway network in Tollgate Farm Park at park entry
6. Connect to future pathway

7. Connect to pathway network in Tollgate Farm Park at NW 8th Street
8. Connect to future improved levy trail

## CHALLENGE

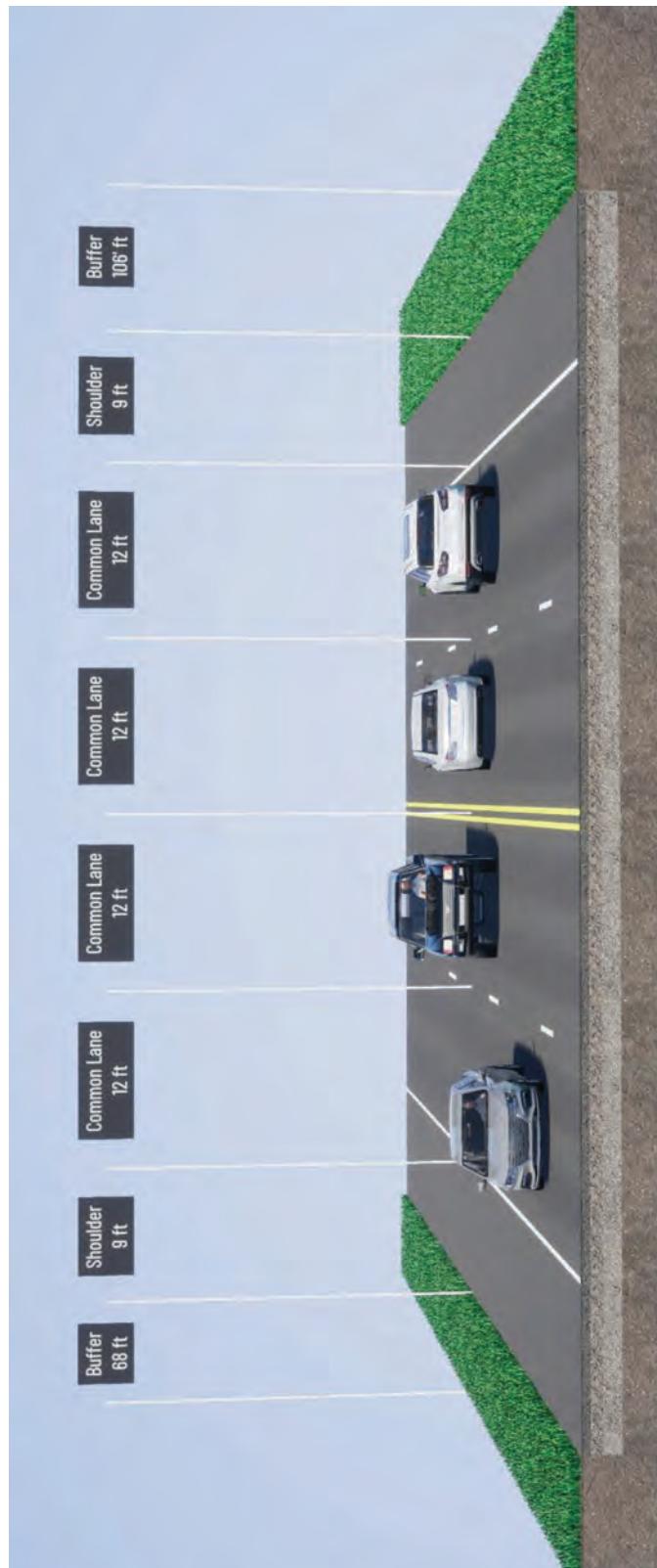
1. Users must cross rail crossing
2. No safe crossing at SE 106th PI
3. Constrained bridge width
4. Constrained bridge width

The four lane cross section of this segment of North Bend Way is a relic of its previous role as a primary highway



## NOTES

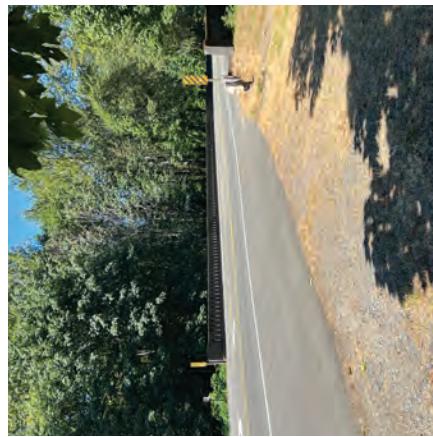
1. Roundabout planned, funding not yet secured



Existing cross section



Three bridges along this segment provide limited, or no facilities for pedestrians or bicyclists



Tree-lined North Bend Way and the bridge over the South Fork Snoqualmie River are a natural gateway for people entering downtown from the west.



A roundabout is planned for North Bend Way, NW 8th Street, and a future extension of South Fork Road

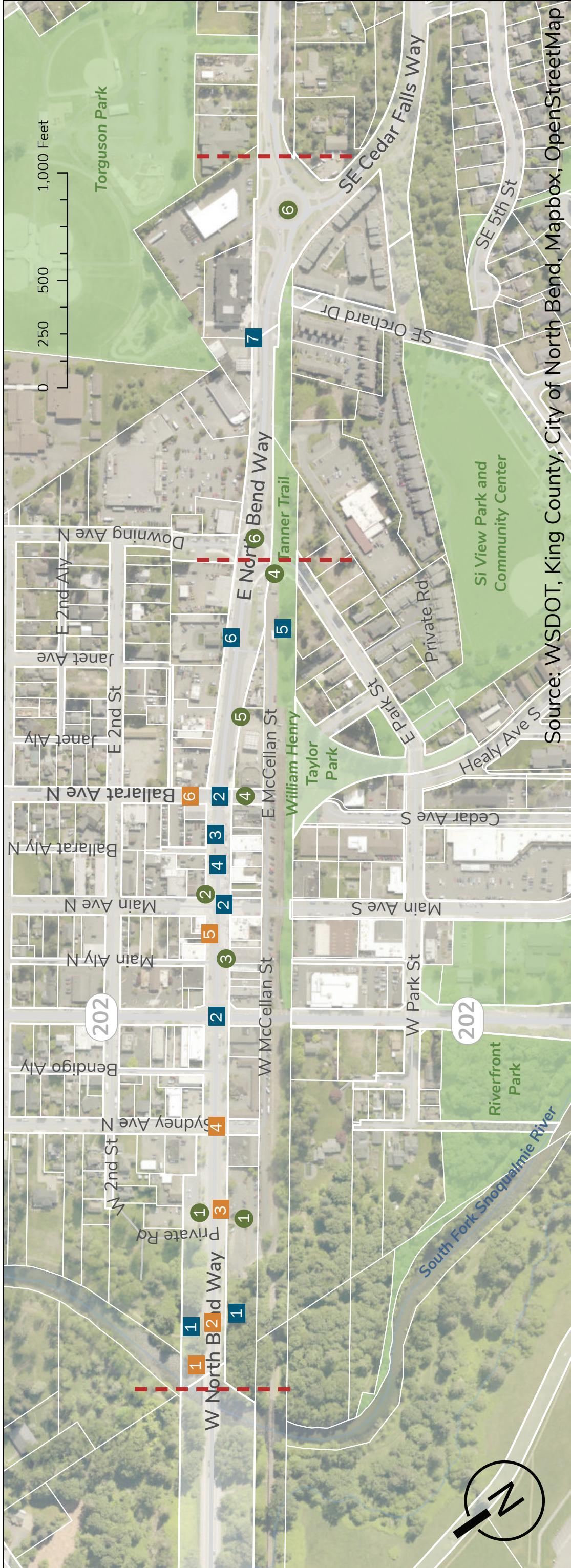
## SEGMENTS 2 AND 3: OPPORTUNITIES AND CHALLENGES

Downtown North Bend has a compact street grid and is very walkable. Segments 2 and 3 of North Bend Way are flanked by a variety of commercial land uses, continuous sidewalks, and on-street parking.

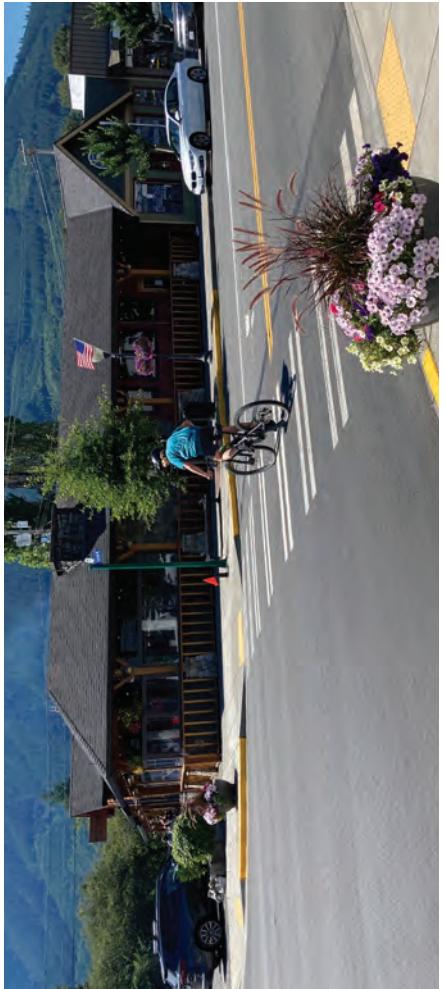
A designated historic district spans 1.5 blocks at the center of this section of the project corridor. The recently adopted form-based code encompasses all of Segments 2 and 3, and provides clear guidance for future development within the downtown.

The west end of this section is marked by the bridge across South Fork Snoqualmie River. The only existing transit stops and a park and ride along the entire project corridor are located at the west end of downtown in Segment 2. Starting at Bendigo Boulevard, the North Bend Rail Trail parallels North Bend Way one block to the south and meets the North Bend ROW at Park Street.

There are several significant intersections along this section of North Bend Way. Bendigo Boulevard (SR202) is the only signal-controlled intersection in the downtown. Main Avenue was recently rebuilt to be a curbless intersection to allow for flexibility during street festivals. Ballarat Avenue is a designated truck route to the north of North Bend Way. A new roundabout at Park Street/Downing Avenue marks the eastern end of the segment.



## APPENDIX A



**4.** (Entire Segment) Establish consistent design standards for wayfinding for all modes and remove/update existing signs.

**5.** Upgrade Tanner Trail between E Park St and Bendigo Blvd S from 8 ft wide to 10 ft wide to meet shared use path standards

6. Improve safety for all roadway users in downtown Park
7. Make connection between public access to Torguson Park and Si View Park

## CHALLENGE

1. Limited ROW east of here to continue shared use path
2. Provide safe crossing of North Bend Way at future trail crossing
3. Provide safe crossing of North Bend Way at bus stops
4. Inconsistent crosswalk treatments throughout central business district
5. High concentration of roadway crashes in downtown
6. Truck route on Ballarat Ave N (maintain turn radius)

## NOTES

1. Park-and-Ride Lot and only bus stops along corridor
2. Curbless intersection to accommodate street festivals
3. Recent streetscape improvements
4. Coordination with McClellan St project
5. Streetscape improvements under construction
6. Roundabouts at intersections

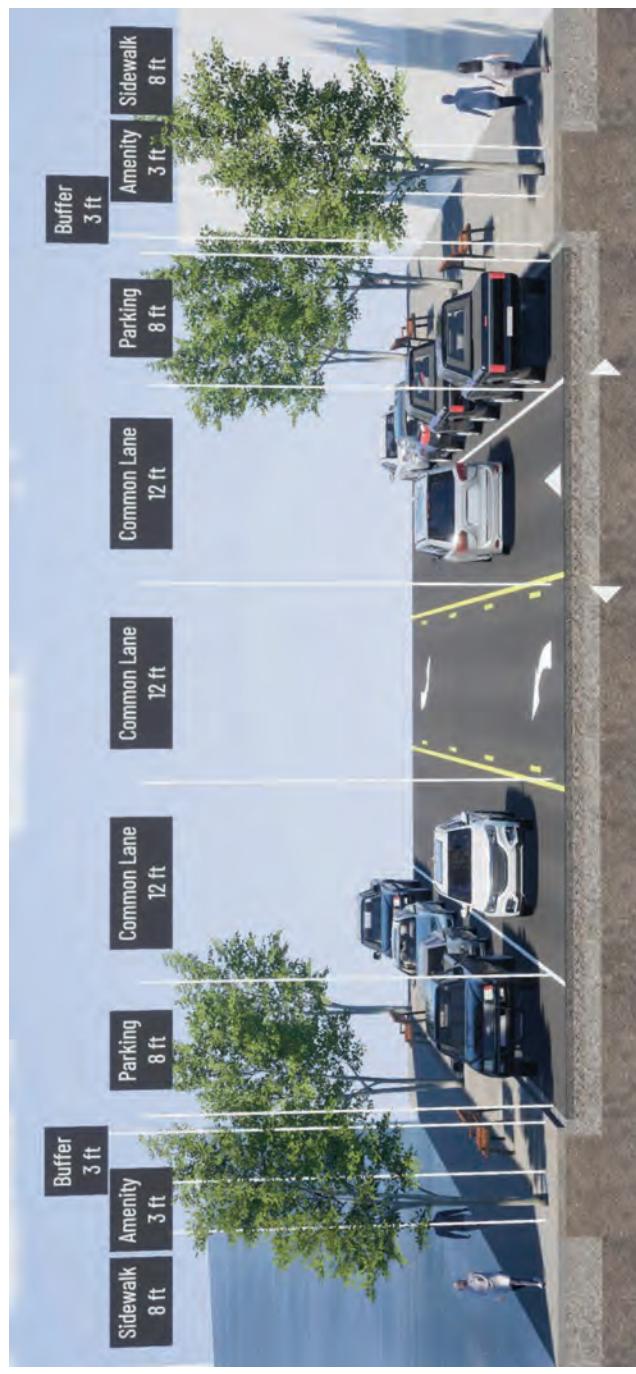


**4.** (Entire Segment) Establish consistent design standards for wayfinding for all modes and remove/update existing signs.

6. Improve safety for all roadway users in downtown Park
7. Make connection between public access to Torguson Park and Si View Park



**4.** Inconsistent crosswalk treatments throughout central business district



**Existing cross section**

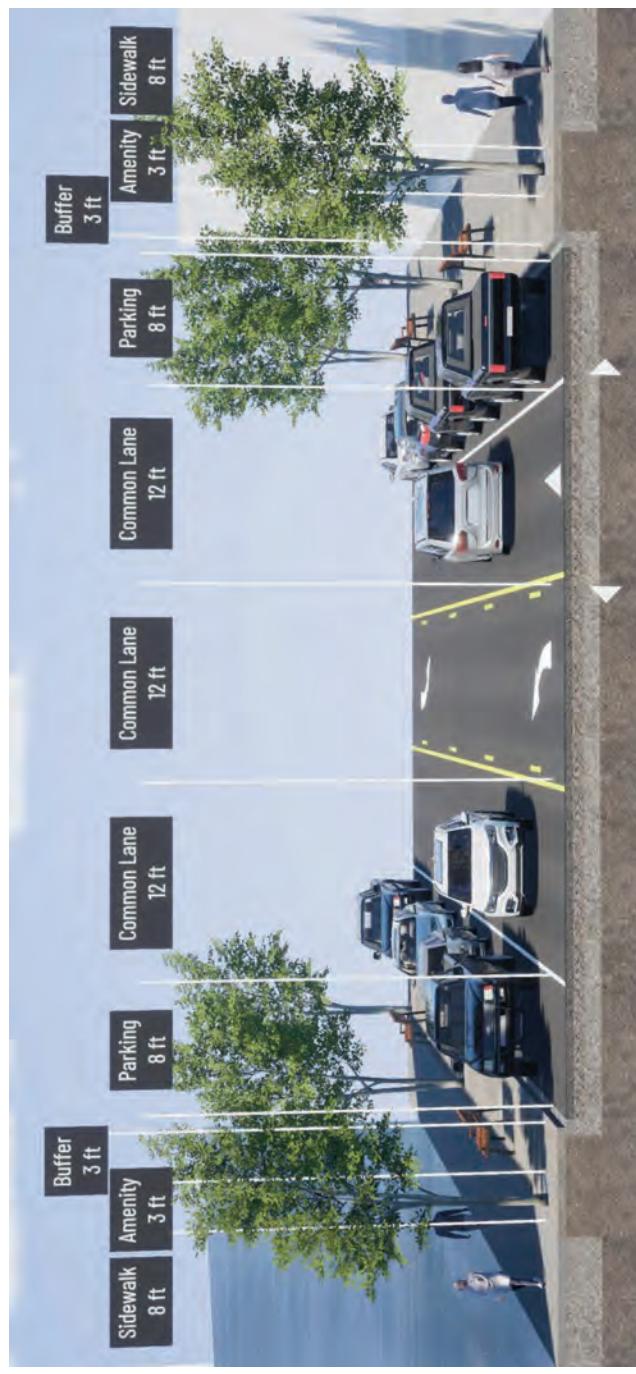


**4.** (Entire Segment) Establish consistent design standards for wayfinding for all modes and remove/update existing signs.

6. Improve safety for all roadway users in downtown Park
7. Make connection between public access to Torguson Park and Si View Park



**4.** Inconsistent crosswalk treatments throughout central business district



**Existing cross section**

## OPPORTUNITY

1. Connect to future improved levy trail
2. Pedestrian safety improvements
3. Reallocate existing median to increase space for parking or walking and bicycling
4. (Entire Segment) Establish consistent design standards for wayfinding for all modes and remove/update existing signs.

**4.** (Entire Segment) Establish consistent design standards for wayfinding for all modes and remove/update existing signs.

6. Improve safety for all roadway users in downtown Park
7. Make connection between public access to Torguson Park and Si View Park

## CHALLENGE

1. Limited ROW east of here to continue shared use path
2. Provide safe crossing of North Bend Way at future trail crossing
3. Provide safe crossing of North Bend Way at bus stops
4. Inconsistent crosswalk treatments throughout central business district
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6. Truck route on Ballarat Ave N (maintain turn radius)

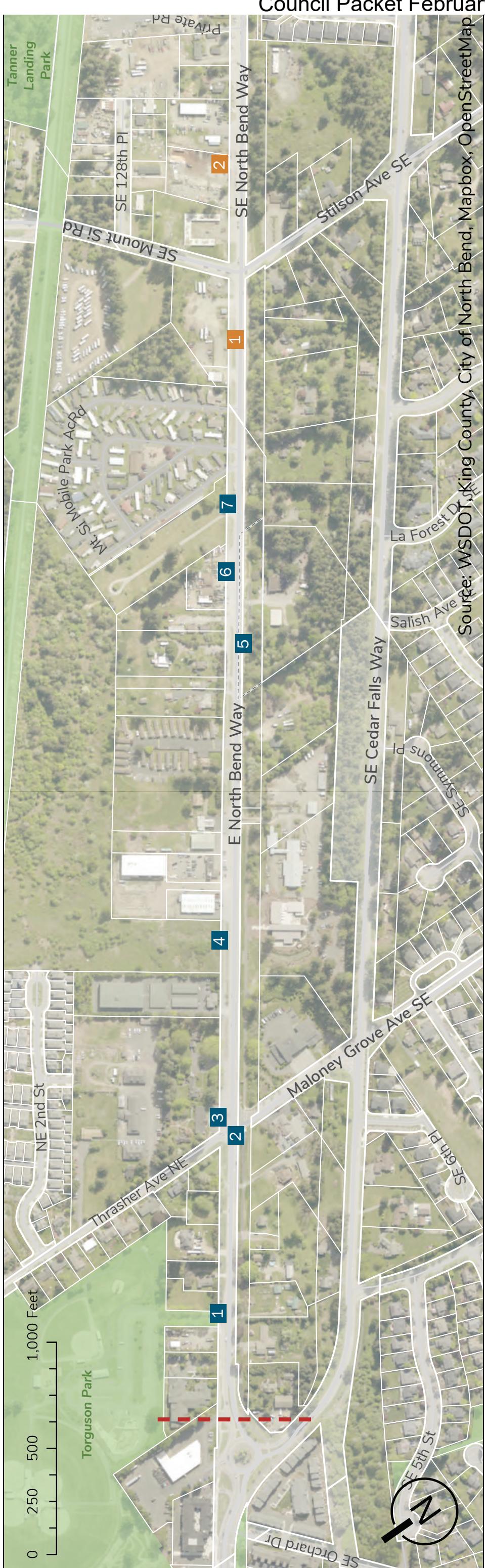
## NOTES

1. Park-and-Ride Lot and only bus stops along corridor
2. Curbless intersection to accommodate street festivals
3. Recent streetscape improvements
4. Coordination with McClellan St project
5. Streetscape improvements under construction
6. Roundabouts at intersections

## SEGMENT 4A: OPPORTUNITIES AND CHALLENGES

The land use along Segment 4 is in transition from a more rural setting to master planned developments of single-family homes, and future improvements are planned for Tanner Landing Park. North Bend City Hall was recently opened at the western end of this segment. Significant intersections along this segment include a roundabout at Cedar Falls Way, an oblique intersection at Thrasher Ave/Maloney Grove Ave, Mt Si Road, a roundabout at 436th Avenue SE, and Tanner Road. Several of the new residential developments will include new or upgraded access from North Bend Way.

The Tanner Trail currently ends just west of Stilson Avenue and is planned to follow the former BNSF corridor to connect to the Snoqualmie Valley Rail Trail, where it crosses North Bend Way at Tanner Road. Currently, there is no accommodation for pedestrians on the north side of North Bend Way. East of 436th Avenue SE, North Bend Way is separated from Tanner Road by the former BNSF corridor that provides a buffer to the light industrial land uses south of Tanner Road.





1. Improve entry to Torguson Park for people walking and riding bicycles
2. Pedestrian safety improvements at Thrasher Ave NE
3. Define street edge at parking lot for USFS office
4. Provide pedestrian facility on north side of North Bend Way
5. Pave trail ROW to 10 feet wide to match other completed sections
6. (Multiple locations in Segment 4) Consolidate driveways
7. Use undeveloped portion of ROW to create an underground utility channel
8. Develop consistent approach to safety for all roadway users at intersections



Maloney Grove Ave SE intersection with North Bend Way

## CHALLENGE

1. ROW narrows
2. Potential safety issue with multiple access points for small parcels



USFS Office/Ranger Station on North Bend Way



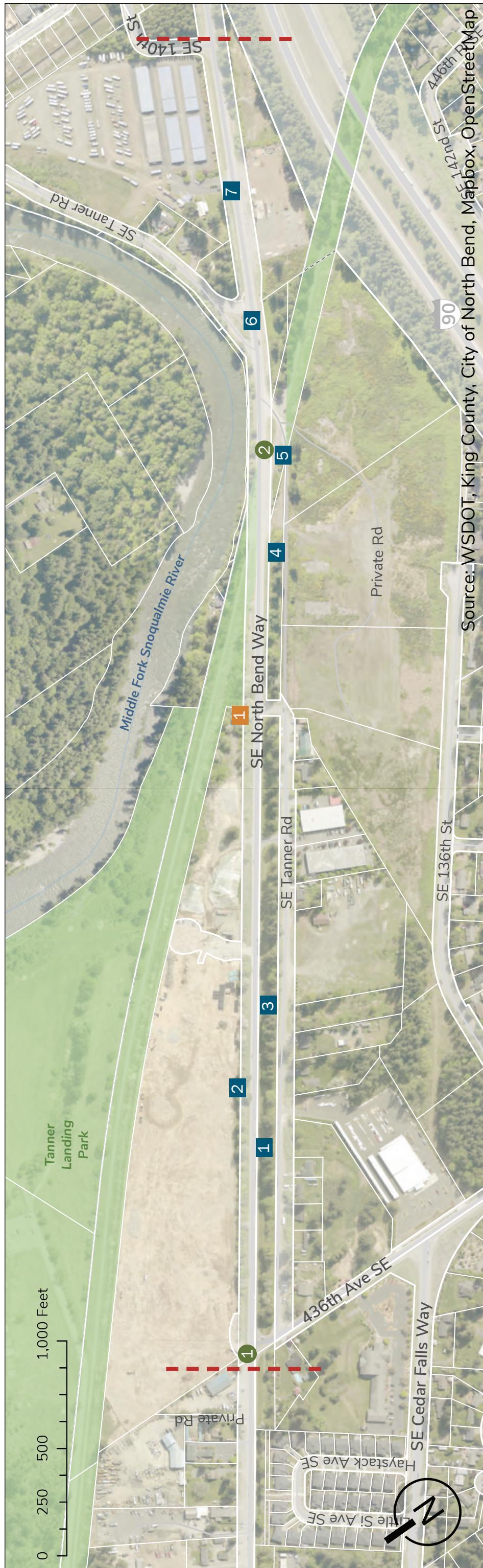
Roundabout at 436th Ave SE



Undeveloped edge and pedestrian 'desire line' on north side of North Bend Way

## NOTES

## SEGMENT 4B: OPPORTUNITIES AND CHALLENGES



## OPPORTUNITY

1. Pave trail ROW to 12 feet wide to match other completed sections
2. Use undeveloped portion of ROW to create an underground utility channel

3. Maintain visual buffer between North Bend Way and light industrial uses south of SE Tanner Road

4. Extend Tanner Trail to Snoqualmie Valley Trail

5. Consider trail oriented development

6. Develop consistent approach to safety for all roadway users at intersections
7. Use undeveloped portion of ROW to provide high quality facility for walking and biking on north side of North Bend Way

## CHALLENGE

1. Coordination with recent street improvements



## NOTES

1. Roundabout at intersection

2. New crossing of North Bend Way for Snoqualmie Valley Trail

Trail crossing for Snoqualmie Valley Trail at North Bend Way

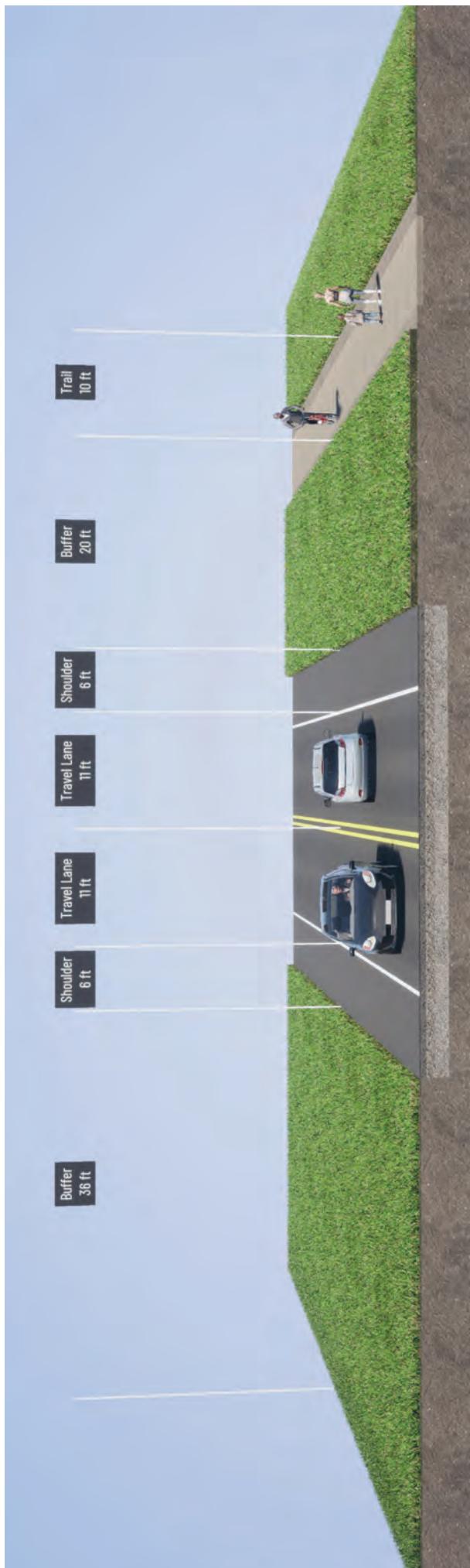


Snoqualmie Valley Trail along south side of North Bend Way

New sidewalk along North Bend Way east of 436th Ave SE



Undeveloped portion of Tanner Trail on south side of North Bend Way



Existing cross section

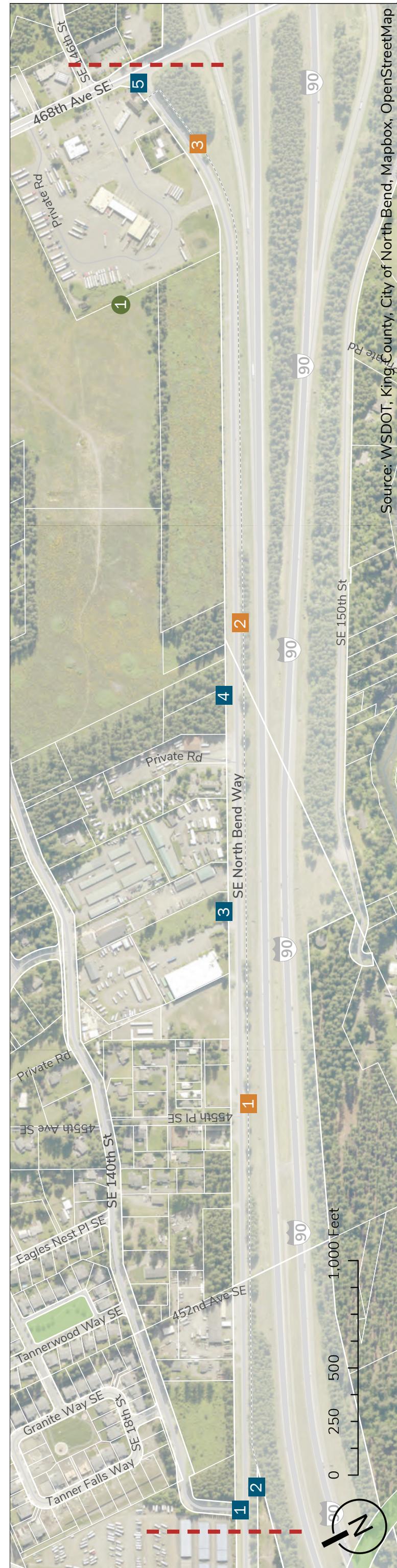
## APPENDIX A

## SEGMENT 5: OPPORTUNITIES AND CHALLENGES

In Segment 5, the North Bend Way ROW abuts I-90 to the south. The lack of a buffer to I-90 gives North Bend Way the character of a frontage road providing access to commercial and residential land uses to the north. Several large parcels are in development or have development plans in the near future.

Several parcels along this segment have poorly defined access and, in some cases, use their entire frontage as parking access. Accommodation for pedestrians and bicyclists along this segment is limited to a wide shoulder.

At the east end of this segment, North Bend Way ends at "T" intersection at 468th Ave, which provides direct access to I-90 at Exit 34. At the junction of North Bend Way and 468th Ave, a large commercial development commonly known as Truck Town serves long-haul freight drivers. During peak times, truck drivers commonly park along the on ramps and walk across the vegetated buffer and cross North Bend Way to access the services at Truck Town.



— SEGMENT BOUNDARY

## OPPORTUNITY

1. Develop consistent approach to safety for all roadway users at intersections
2. Visual transition where North Bend Way diverges from I-90
3. Use undeveloped portion of ROW to create underground utility channel
4. Use undeveloped portion of ROW to provide high quality facility for walking and biking on north side of North Bend Way
5. Develop visual gateway to corridor

## CHALLENGE

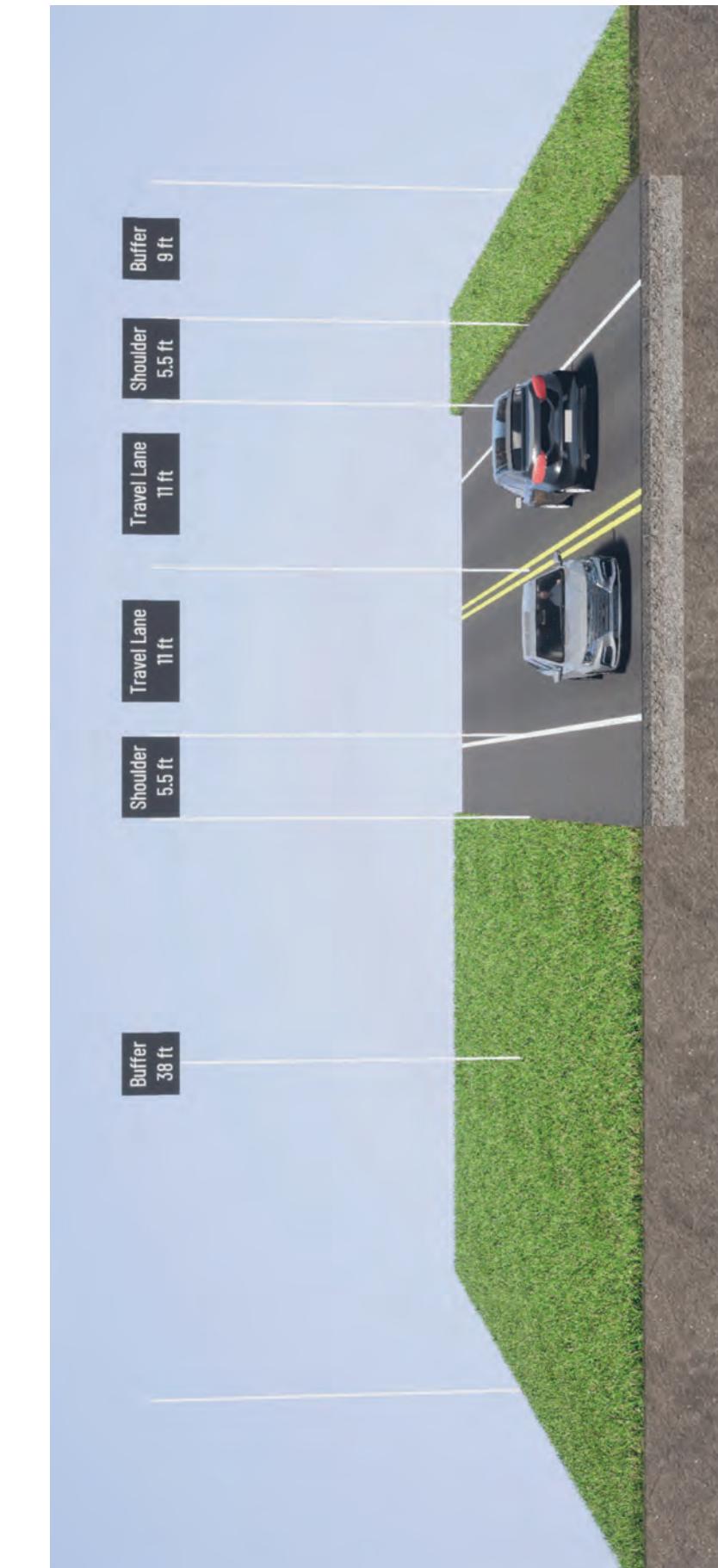
1. Excessive noise from I-90
2. Limited space for buffer between North Bend Way and I-90
3. Freight trucks park on North Bend Way when truck stop is at capacity

## NOTES

Utilities located in undeveloped ROW adjacent to North Bend Way

Recent intersection improvements end just outside of the intersection

1. Potential relocation of truck stop to the east and redevelopment of large parcel



Utilities located in undeveloped ROW adjacent to North Bend Way

Recent intersection improvements end just outside of the intersection

1. Potential relocation of truck stop to the east and redevelopment of large parcel



The eastern terminus of North Bend Way sees large volumes of freight movement



Street frontage is currently undefined, with no curb and parking

## APPENDIX B: Design Alternatives and Evaluation

## INTRODUCTION

This chapter summarizes the design concepts considered for North Bend Way. Concepts for each corridor segment include cross section alternatives that follow Complete Streets strategies. Segments 2, 4, and 5 also include intersection concepts and trail connections.

Each alternative was scored using the evaluation process; the methodology and criteria are summarized on this page. For detailed evaluation per segment, see Appendix B.

## EVALUATION PROCESS

### EVALUATION METHODOLOGY

Each of the design alternatives for North Bend Way were compared relative to each within each corridor segment. The evaluation is qualitative in nature and assigned a high, medium, or low ranking to describe performance. Higher performance is shown in dark green while lower performance is shown in light green.

### Key to Rating

Lower Performing		Higher Performing	
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## EVALUATION CRITERIA

### Order of Magnitude Costs

What are the potential order of magnitude costs associated with the alternative?



### Safety for All Users

Does the design meet WSDOT criteria for Complete Streets? Integration of bicycle and pedestrian facilities, reducing vehicle speed, and enhancing crossings can improve corridor safety for all modes. The following areas contribute to improved corridor safety:

- WSDOT definition of Level of Traffic Stress (LTS)
- Access management
- Speed management



### Constructability/Readiness

Does the design allow for phasing? Project phasing allows for project implementation over time, providing more opportunity for funding options as well as demonstrating project benefit earlier in the process.

- Allows for implementation in phases



### Connectivity

Does the design improve connectivity for active modes along the corridor?

- Reduces out of direction travel
- Connections to existing bicycle and pedestrian facilities
- Connections to destinations
- Opportunities to extend the bicycle network



### Environmental Impact

Does the design create environmental impacts or enhancements to the built environment? Reconfiguration of the corridor provides the opportunity for reducing the roadway's environmental impact. Integration of vegetation and stormwater management techniques can reduce the urban heat island effect and positively impact the noise levels associated with the corridor.

- Stormwater
- Integration of vegetation
- Improved aesthetics



# ALTERNATIVES EVALUATION SUMMARY



## Alternative

### Safety for All Users

1a

1b

2a

2b

2c

2d

3a

4a

4b

4c

5a

5b

5c

### Connectivity

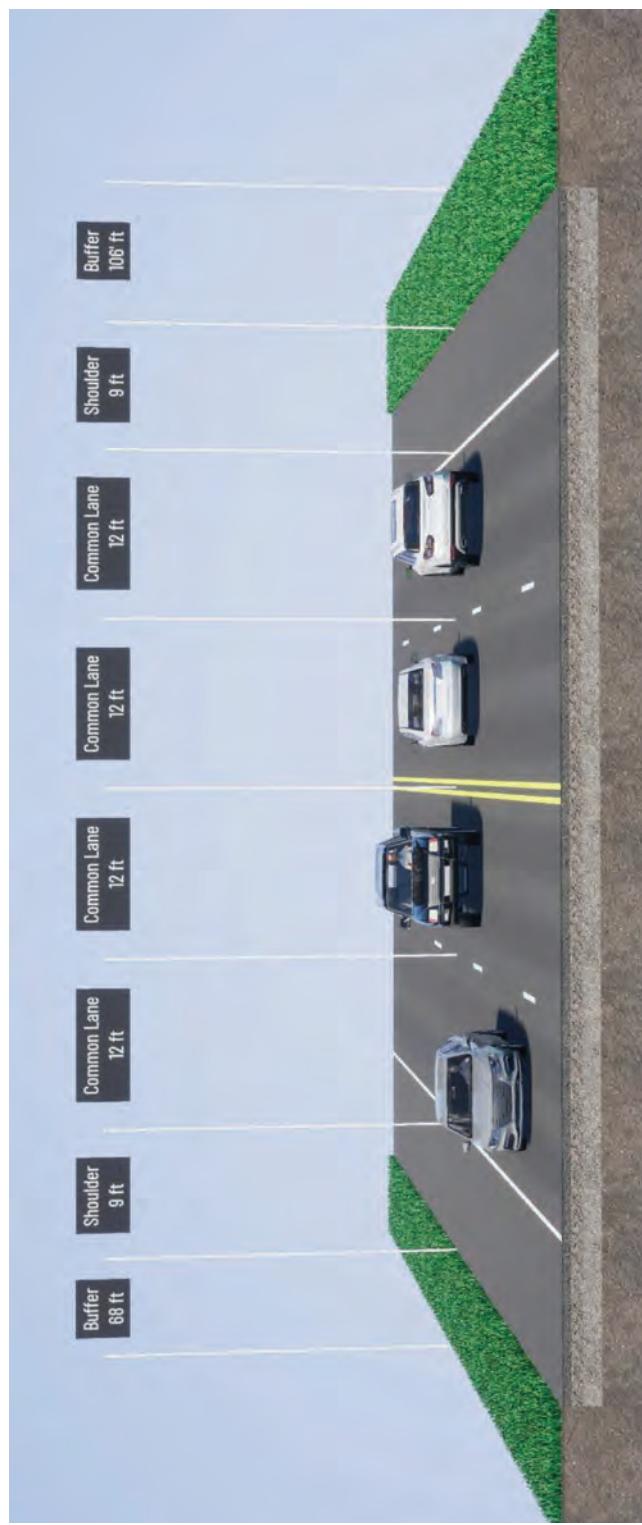
### Order of Magnitude Costs



## SEGMENT 1: ALTERNATIVES

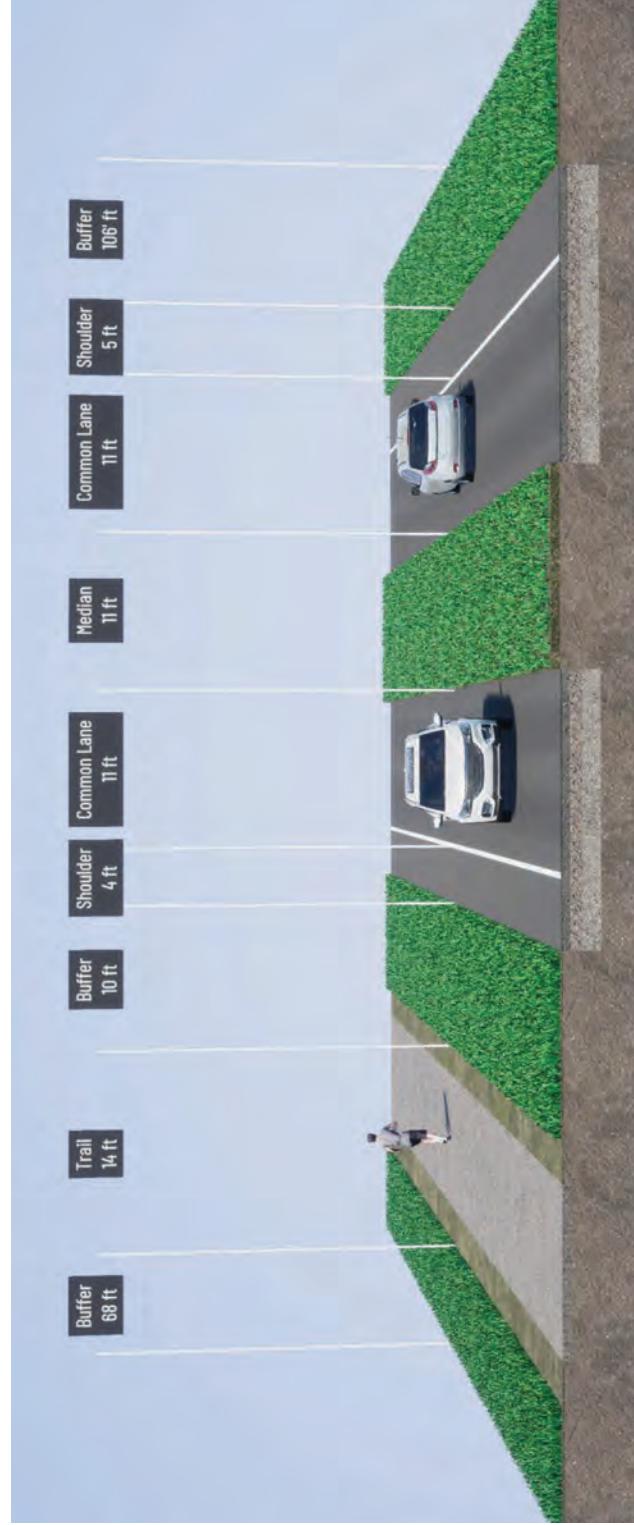
### EXISTING CONDITIONS

Within Segment 1, North Bend Way sits in a 240-foot right-of-way, with the paved portion dominated by two 12-foot travel lanes in each direction. Space for people walking and rolling is limited to a 9-foot shoulder on either side, which narrow at bridge locations.



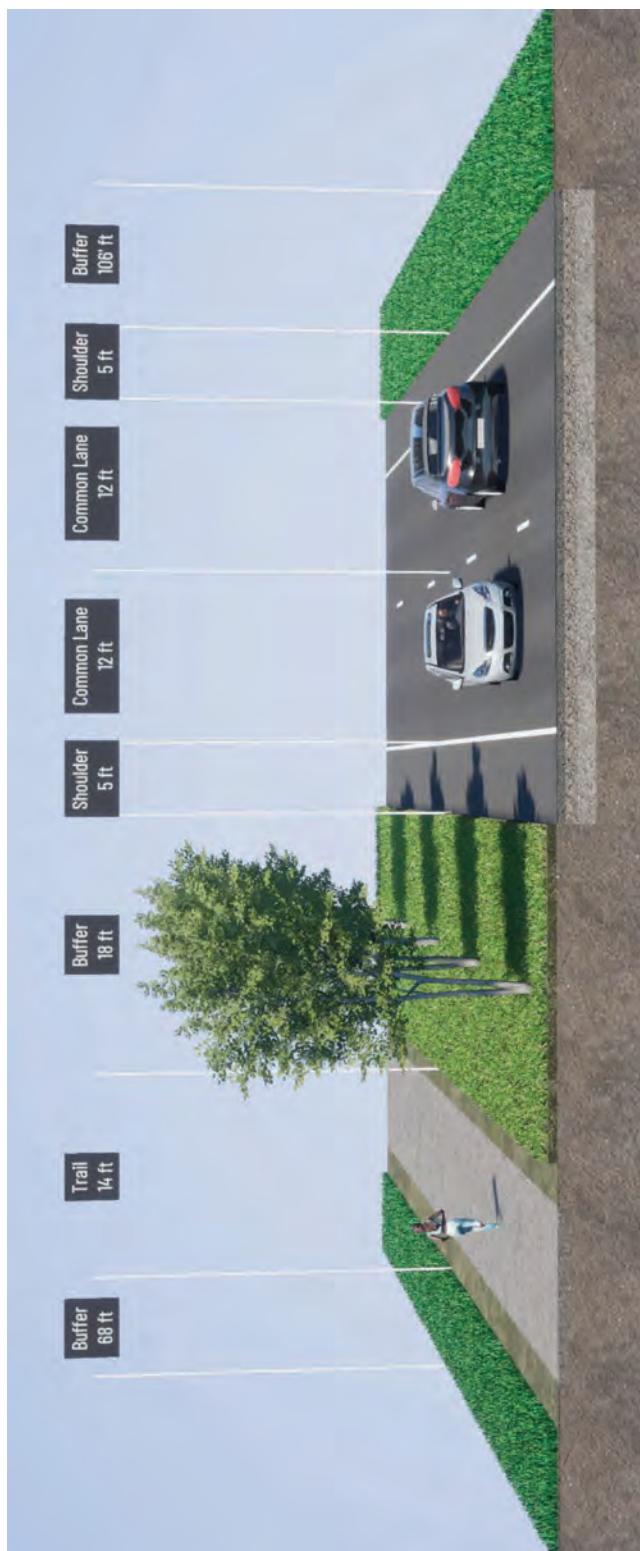
### ALTERNATIVE 1a

Alternative 1a adds protected space for people walking and rolling within the existing paved area. The current AADT along this segment meets the threshold identified by the FHWA to reduce the number of travel lanes. Reducing the number of travel lanes in each direction and adding a center median (a traffic calming measure) would improve safety by reducing speed and limiting potential conflicts with left turning vehicles. The median can also be used to accommodate a left turn lane where needed. Pedestrians and bicyclists would be accommodated on a trail separated from the travel lanes by a wide planted buffer. In addition to safety benefits for all roadway users, the median and buffer enhance the roadway's aesthetic qualities. A potential interim treatment for the planted buffer and median could be accomplished using striping and flexible bollards.



## ALTERNATIVE 1b

Alternative 1b adds protected space for people walking and rolling within the existing paved area. Given the limited left turns along this segment, this alternative reduces the number of travel lanes in each direction and increases the buffer between the trail and the travel lanes. The wide planted buffer is at a scale to provide stormwater management and further improves the aesthetic qualities of the road with trees. Where there are left turns, the buffer can be reduced to provide left turn pockets.



## PARKING CONCEPT FOR TOLLGATE FARM PARK

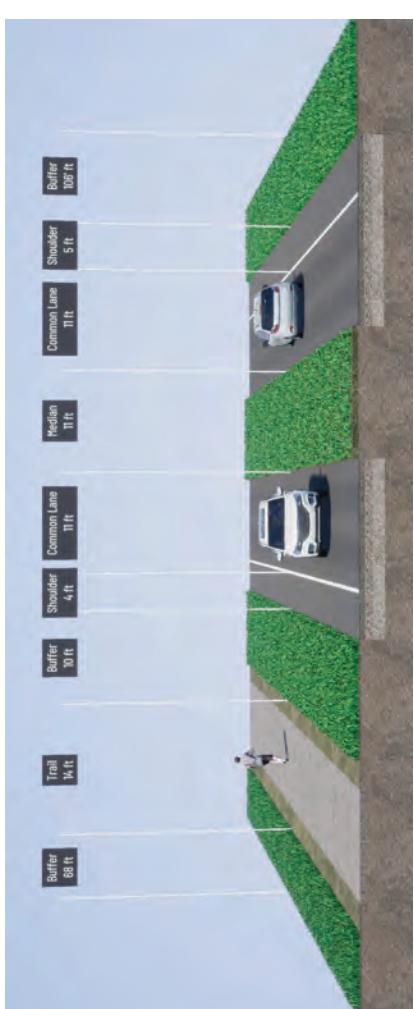
The Parking Concept would provide angled parking to serve overflow events at Tollgate Farm Park. This concept could be paired with either Alternative 1a or 1b adjacent to Tollgate Farm Park. The trail included in either Alternative 1a or 1b would shift to the north of the existing paved area to allow for angled parking and a drive aisle. A sidewalk would also be provided to the north of the angled parking, separated from the trail by a buffer.



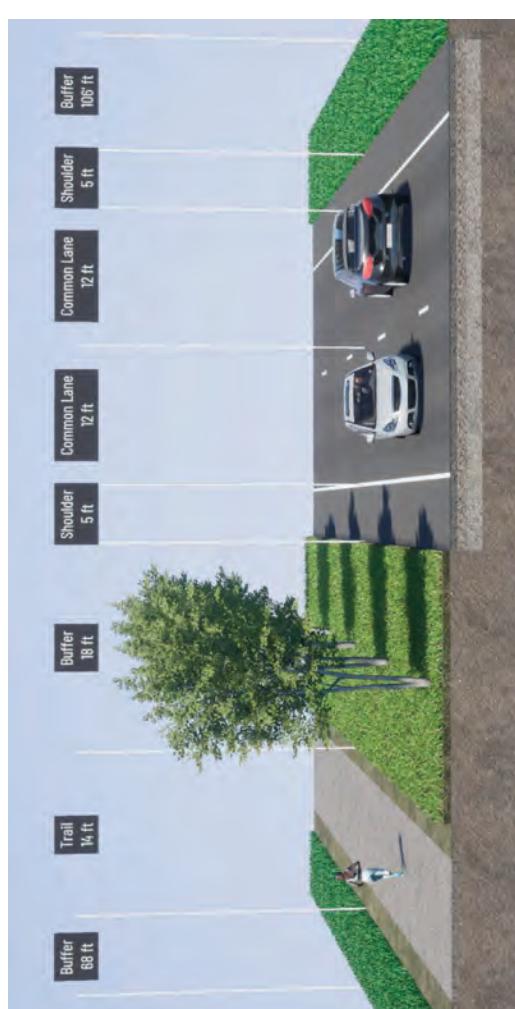
## SEGMENT 1: EVALUATION

Key to Rating	Lower Performing	Higher Performing

Order of Magnitude Costs  
Connectivity  
Safety for All Users  
Constructability/  
Readiness  
Environmental Impact



1a



1b

## SAFETY FOR ALL USERS

Alternatives 1a and 1b enhance safety for people walking and rolling through the introduction of a trail separated from motor vehicles, and improves the BLTS and PLTS from 4 to 1. However, Alternative 1a performs better than 1b because of the inclusion of a median that provides traffic calming and limits the potential for turning conflicts.

## CONNECTIVITY

Alternatives 1a and 1b perform well by providing a new active transportation facility that directly connects with corridor destinations such as Tollgate Farm Park.

## ORDER OF MAGNITUDE COSTS

The median and buffer included in Alternative 1a are likely to require a relatively higher cost compared to Alternative 1b. The large, planted buffer in 1b could be implemented without curbs, possibly through a less complex construction process.

## CONSTRUCTABILITY/READINESS

The improvements recommended in both Alternatives 1a and 1b could support phased implementation.

## ENVIRONMENTAL IMPACT

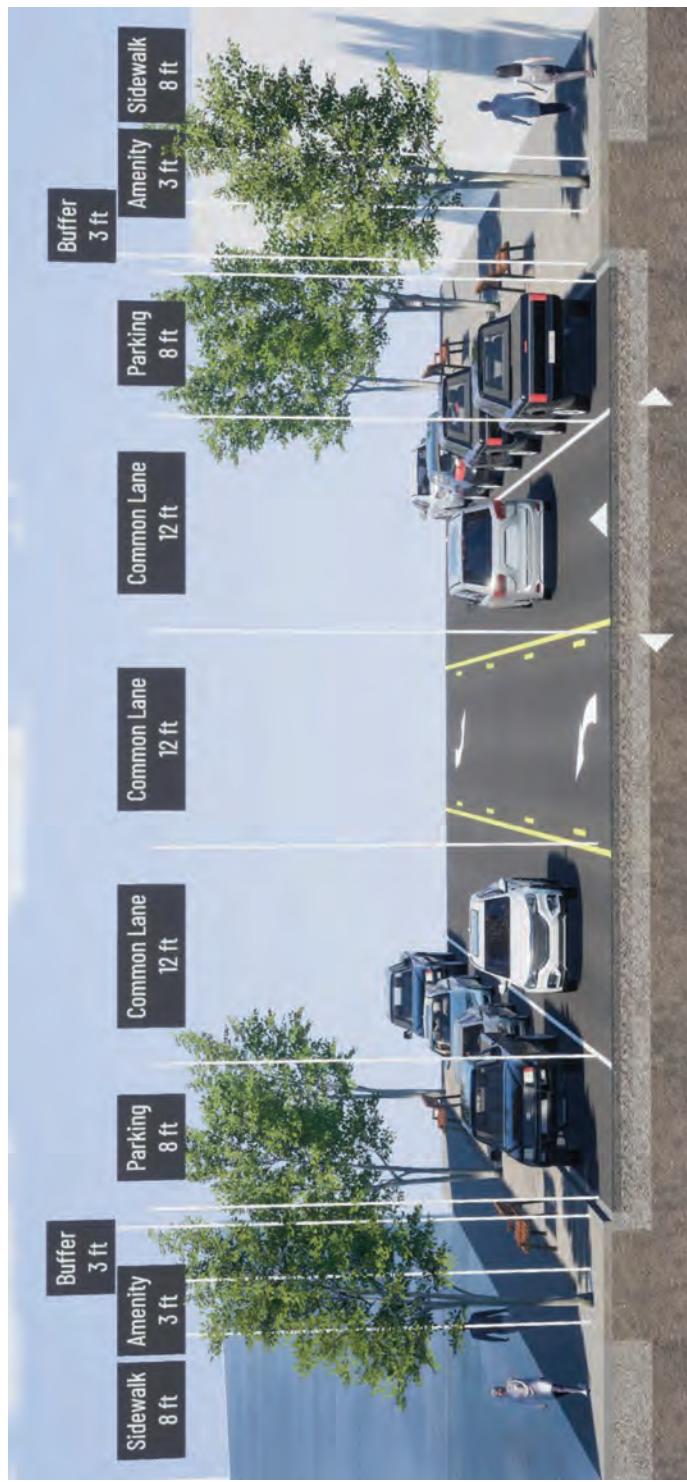
The improvements recommended in both Alternatives 1a and 1b do not extend beyond the existing paved right-of-way, limiting impacts.

Depending on the median design chosen for Alternative 1a, the total corridor impervious surface area could be reduced. However, the expanded buffer in Alternative 1b has the potential to greatly reduce impervious surface area, while also creating an opportunity for the planting of larger trees.

## SEGMENT 2: ALTERNATIVES

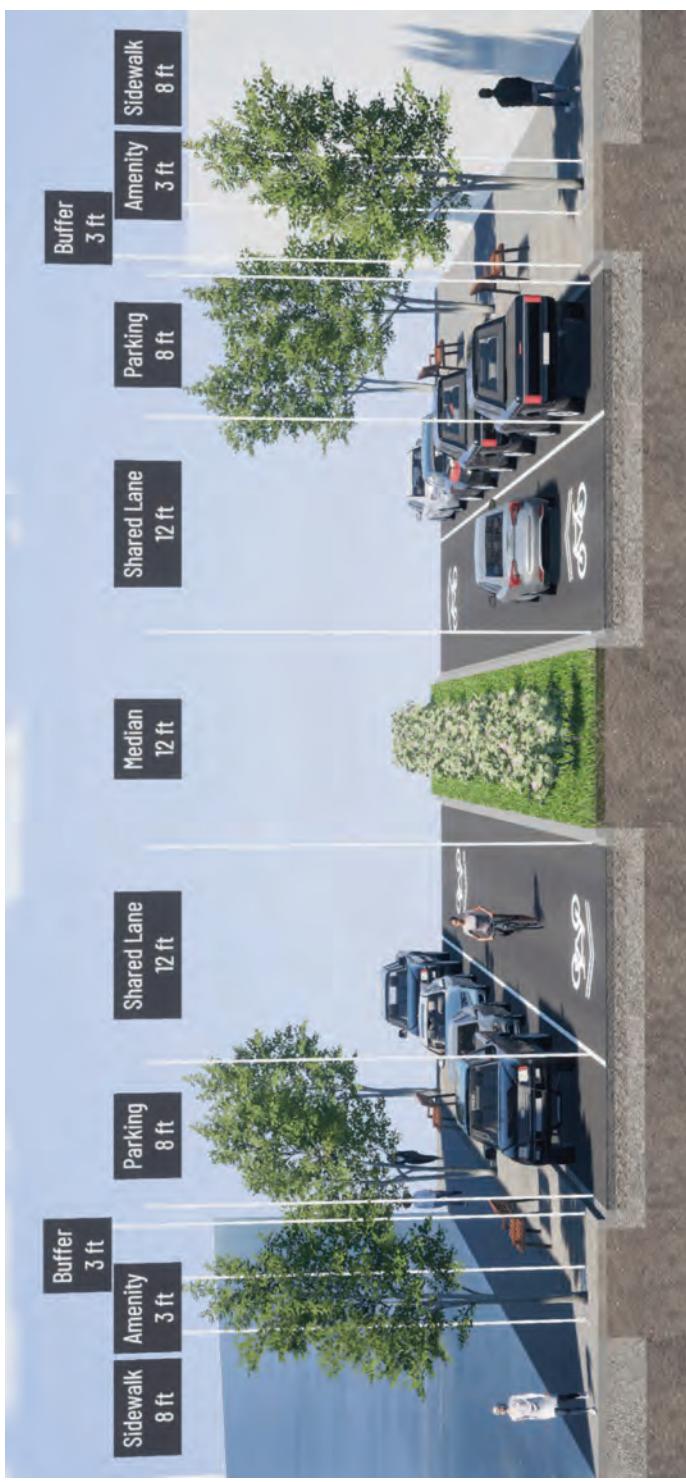
### EXISTING CONDITIONS

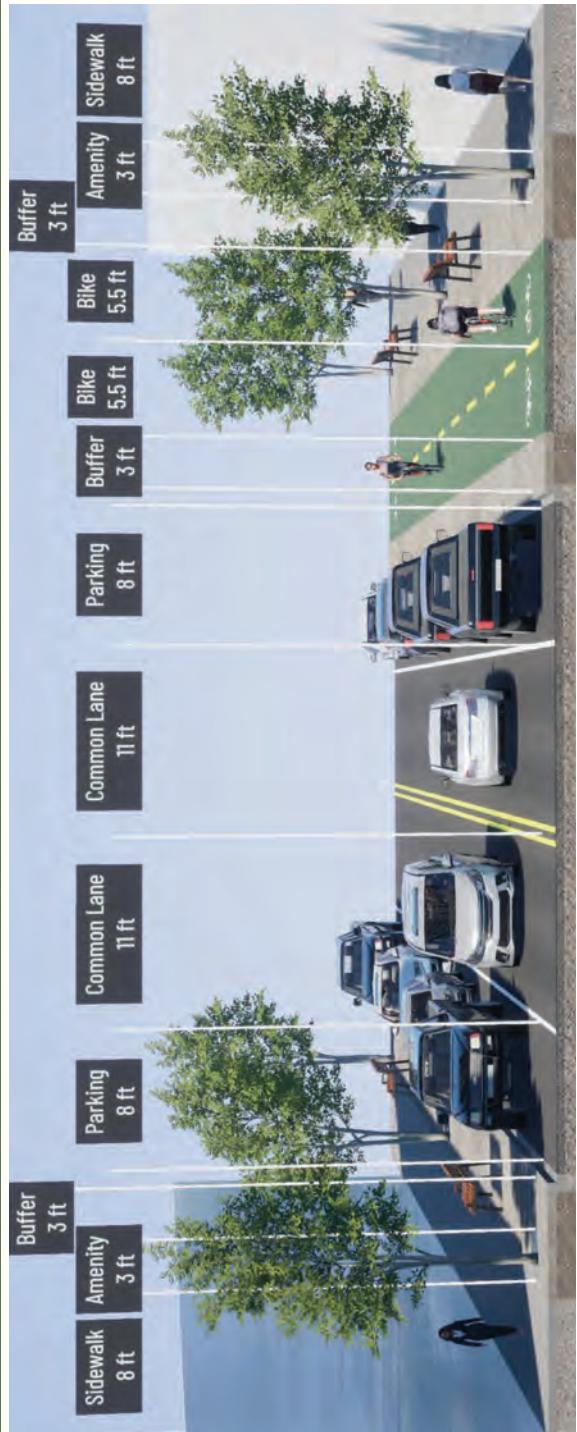
Within Segment 2, North Bend Way sits within an 80-foot right-of-way, with a cross section comprised of one 12-foot travel lane and one 8-foot parking lane in each direction, a 12-foot center turn lane with an intermittent median, and two 8-foot sidewalks with 6 feet of buffer and amenity space adjoining the curb.



### ALTERNATIVE 2a

Alternative 2a provides increased safety for all roadway users through the introduction of a planted median, replacing the existing center turn lane. The planted median would act as a traffic calming measure that would limit potential conflicts with left turning vehicles but could accommodate a left turn lane where needed at intersections. In addition to safety benefits for all roadway users, the median enhances the roadway's aesthetic qualities. Alternative 2a would enhance access for people walking or rolling by providing a trail parallel to North Bend Way along the railroad tracks approximately one block to the south between the South Fork Snoqualmie River and Bendigo Boulevard. This would provide an all ages and abilities facility parallel to North Bend Way through downtown and would connect to existing trail infrastructure. Other cross section elements would remain as they currently exist.



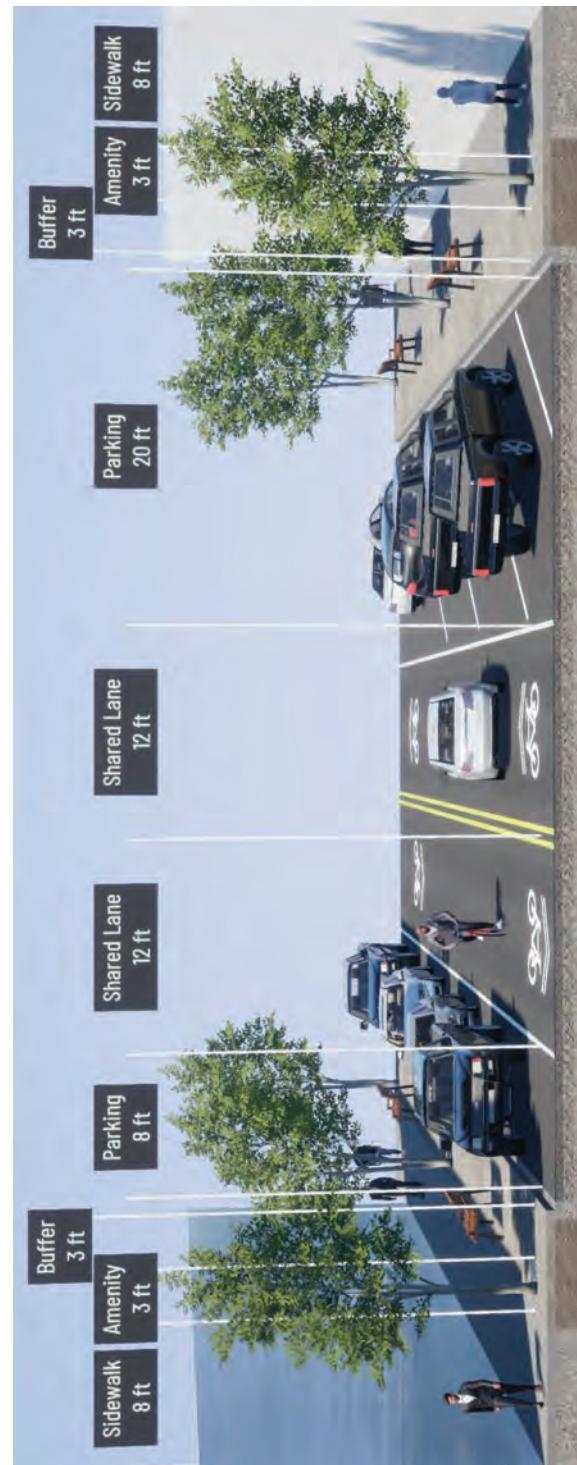


## ALTERNATIVE 2b

Alternative 2b provides increased safety for all roadway users through the introduction of protected bicycle lanes on the south side of the existing paved area; the existing center turn lane would be removed to accommodate the protected bicycle lanes. This would provide an all ages and abilities facility along North Bend Way through downtown and would connect to existing trail infrastructure. Other cross section elements would remain as they currently exist.

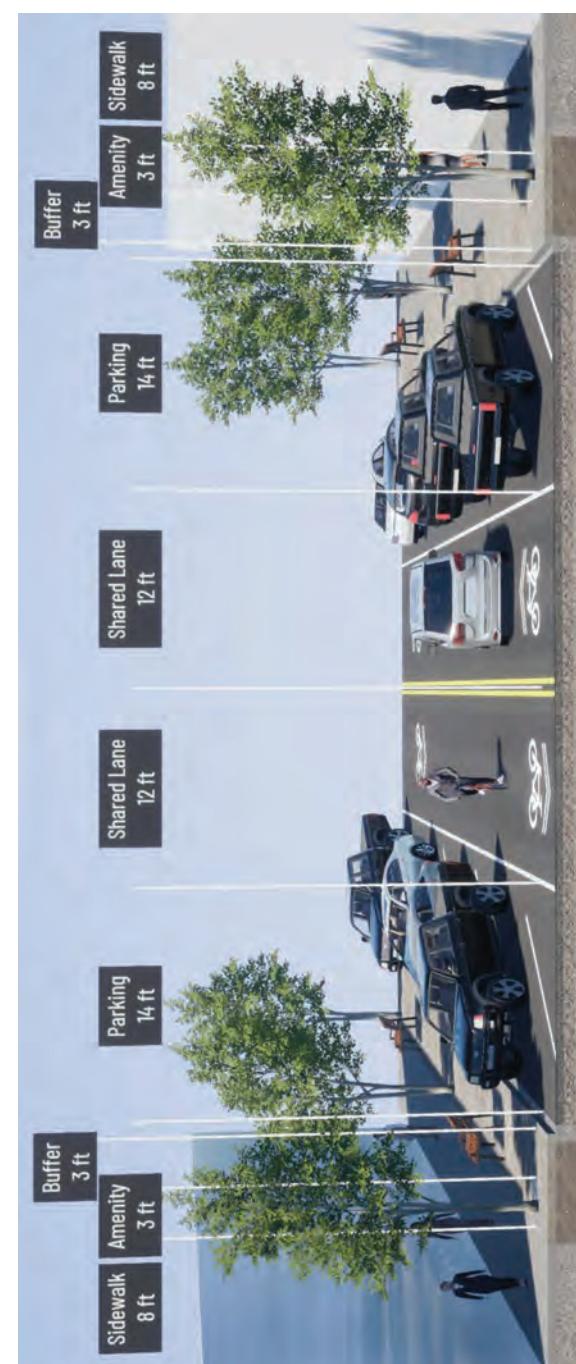
## ALTERNATIVE 2C

Alternative 2c would rechannelize North Bend Way to provide angled parking on one side of the street and remove the center turn lane. This would provide traffic calming along the corridor. Alternative 2c would enhance access for people walking or rolling by providing a trail parallel to North Bend Way along the railroad tracks approximately one block to the south between the South Fork Snoqualmie River and Bendigo Boulevard, and providing shared lane markings in the travel lanes. This would provide an all ages and abilities facility parallel to North Bend Way through downtown and would connect to existing trail infrastructure.



## ALTERNATIVE 2d

Alternative 2d would rechannelize North Bend Way to provide angled parking on both sides of the street and remove the center turn lane. This would provide traffic calming along the corridor. Alternative 2d would enhance access for people walking or rolling by providing a trail parallel to North Bend Way along the railroad tracks approximately one block to the south between the South Fork Snoqualmie River and Bendigo Boulevard, and providing shared lane markings in the travel lanes. This would provide an all ages and abilities facility parallel to North Bend Way through downtown and would connect to existing trail infrastructure.



## SEGMENT 2: INTERSECTION CONCEPTS AND TRAIL CONNECTIONS

Intersection concepts were developed for three intersections in Segment 2: the West Downtown Trail Crossing (just east of the South Fork Snoqualmie River), Bendigo Boulevard, and Ballarat Avenue.

A new trail crossing between downtown and the bridge over the South Fork of the Snoqualmie River includes a Rectangular Rapid Flashing Beacon (RRFB) and other crossing improvements (high visibility markings, ADA ramps, median refuge island, etc) to provide a safe crossing for active transportation users across North Bend Way. This crossing location would connect the proposed trail connection on the north side of North Bend Way from Segment 1 to a proposed trail connection that continues from the south side of North Bend Way.

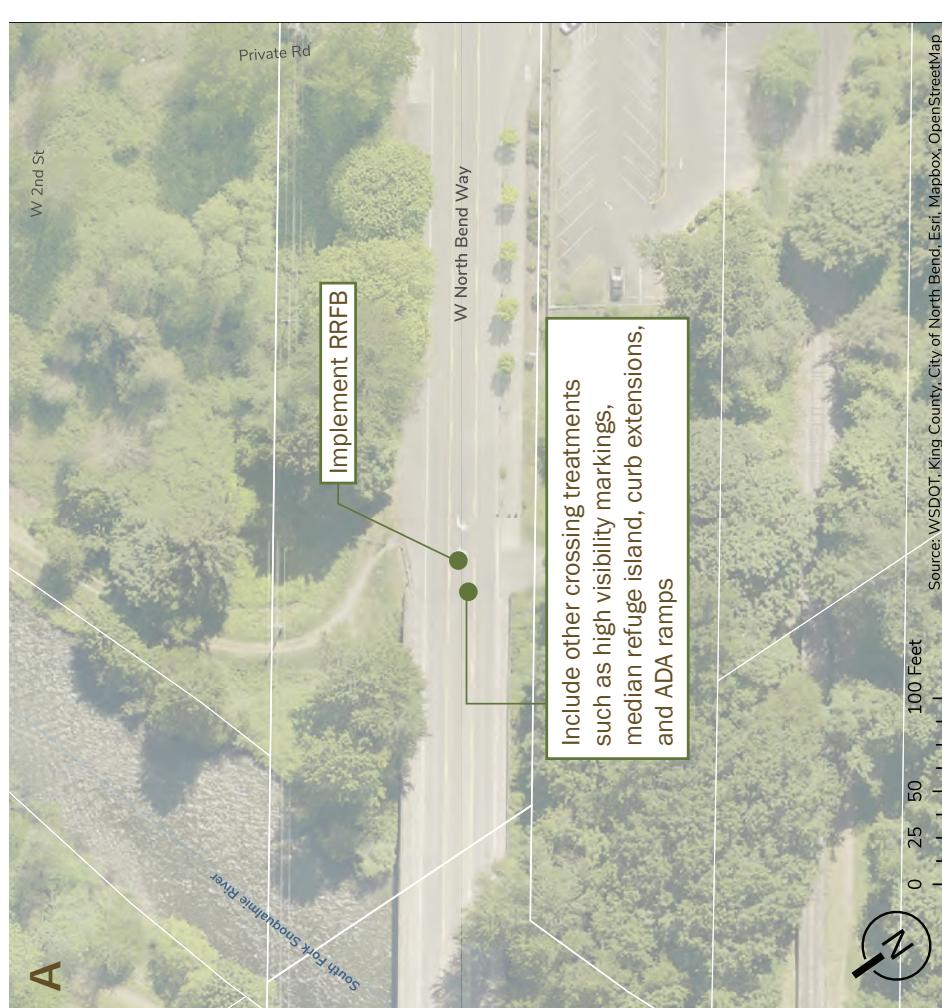
Proposed updates to the North Bend Way and Bendigo Boulevard intersection include pedestrian safety and signal improvements. This includes high visibility markings, curb extensions, curb radius reductions, and sidewalk improvements.

Proposed updates to the North Bend Way and Ballarat Avenue intersection include changes to traffic operations and pedestrian safety improvements. Improvements include curb radius reductions, median refuge islands, sidewalk improvements, and pedestrian safety improvements that can also accommodate trucks (Ballarat Avenue to North Bend Way east of the intersection is considered a truck route).

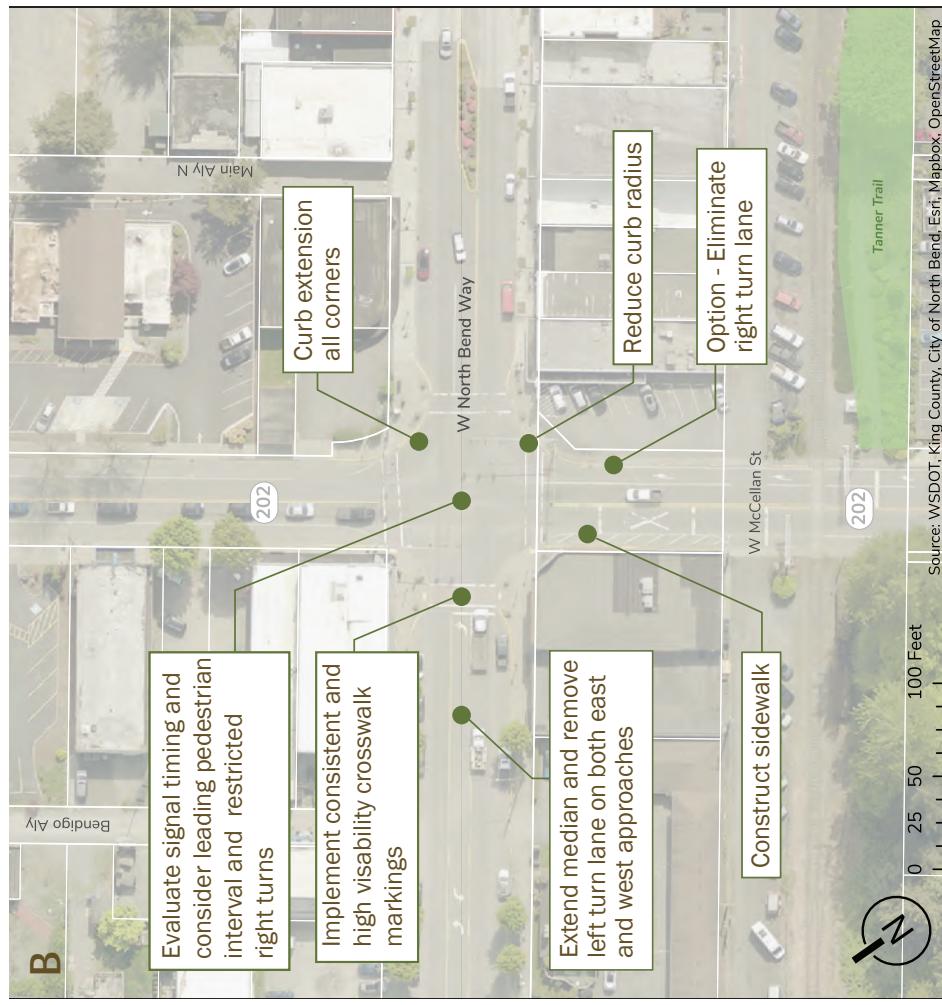
There are also several options for treatments on Ballarat Avenue south of

North Bend Way.

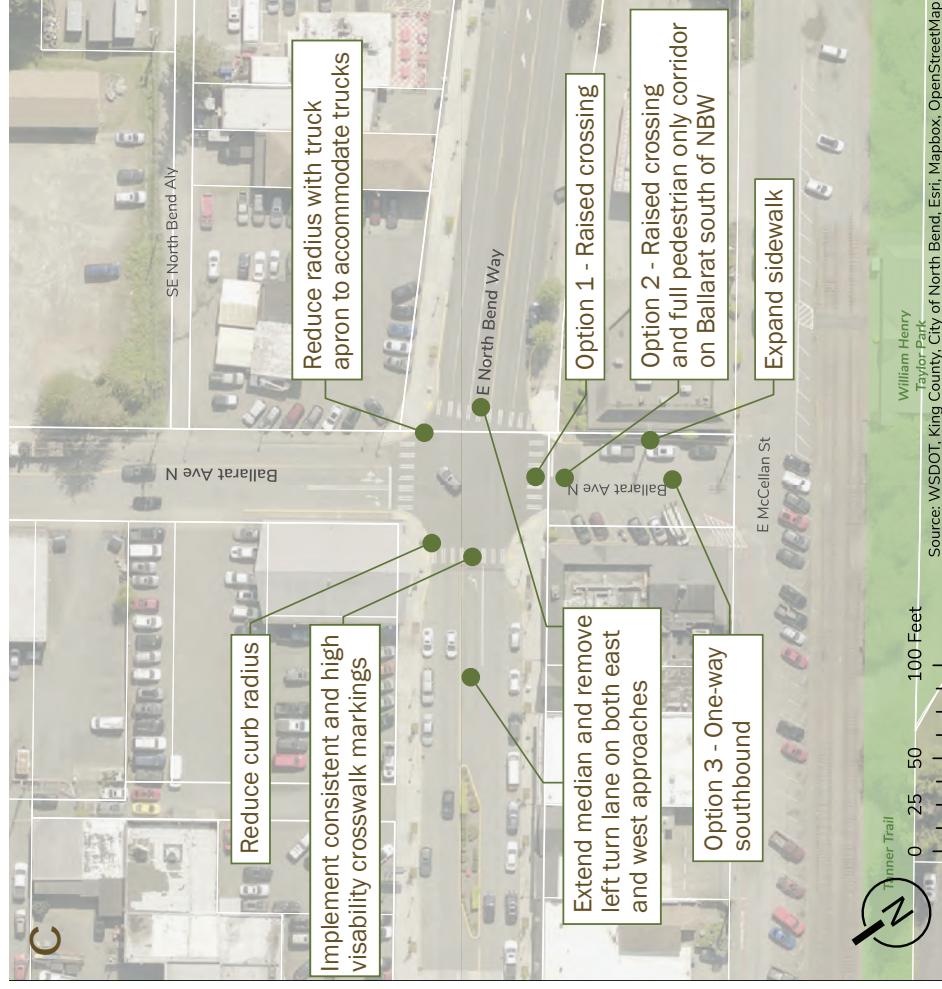
Improved trail connections are also proposed to connect the Segment 1 trail connection to the existing North Bend Rail Trail, just south of North Bend Way. This could be accommodated via a new trail alignment between the existing rail line and the park and ride. This proposed alignment crosses Bendigo Boulevard to connect with the current western terminus of the North Bend Rail Trail. Other options could include a range of different improvements along the north side of North Bend Way with the crossing at the Bendigo Boulevard intersection.



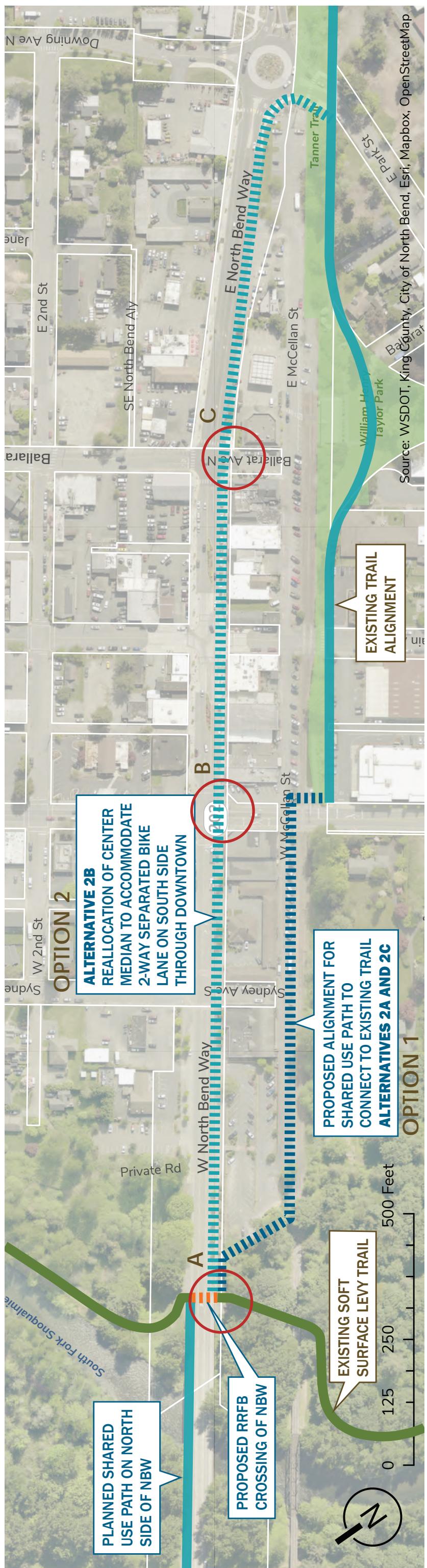
West Downtown Trail Crossing Intersection Concept



Bendigo Boulevard Intersection Concept



Ballarat Avenue Intersection Concept



Option 1, that pairs with Alternatives 2a and 2c, greatly improves safety and connectivity by providing a separated active transportation facility that closes an existing network gap. This option also retains the existing sidewalk. Option 1 would also include opportunities for vegetation and would improve aesthetics. Option 1 performed lower for Constructability/Readiness because the corridor and crossing would need to be established simultaneously.

Option 2, that pairs with Alternative 2b, would perform slightly lower for Safety because there would still be the potential for conflicts with turning vehicles. Option 2 performs better for Constructability/Readiness because it could be implemented in phases. It would have a lower performance for Environmental Impacts because it would not reduce impervious surface.

## SEGMENT 2: EVALUATION

Key to Rating		Safety for All Users	Connectivity	Order of Magnitude Costs	Constructability/ Readiness	Environmental Impact
Lower Performing	Higher Performing					
Segment 2						

## SAFETY FOR ALL USERS

The trail included in Alternatives 2a, 2c, and 2d would provide a separated space for people walking and biking and improve BLTS from 3 to 1 and PLTS from 2 to 1. The median included in Alternative 2a could improve the safety of all roadway users by providing access control and limiting the potential for left turn conflicts. Alternatives 2b, 2c, and 2d would not include access control along North Bend Way via a median. The inclusion of protected bicycle lanes in Alternative 2b would provide safety benefits for cyclists within the corridor.

## CONNECTIVITY

Alternatives 2a, 2c and 2d would introduce a new all ages and abilities facility for people walking and biking via the trail one block to the south of the corridor. However, connectivity would be slightly reduced since the facility is outside the corridor. Alternative 2b would also perform the highest due to new protected bicycle lanes within the corridor that provide a direct connection to destinations.

## CONSTRUCTABILITY/READINESS

The improvements recommended in all alternatives could support phased implementation. The trail included in Alternatives 2a, 2c, and 2d could be constructed as its own, separate improvement.

## ENVIRONMENTAL IMPACT

Alternative 2a has the potential to reduce impervious surface area, depending on the chosen median design. Alternative 2b would not reduce impervious surface area but could improve aesthetics of the corridor based on the design of the buffer and protected bicycle lanes. Alternatives 2c and 2d would not reduce impervious surface area and would have a minimal impact on corridor aesthetics.

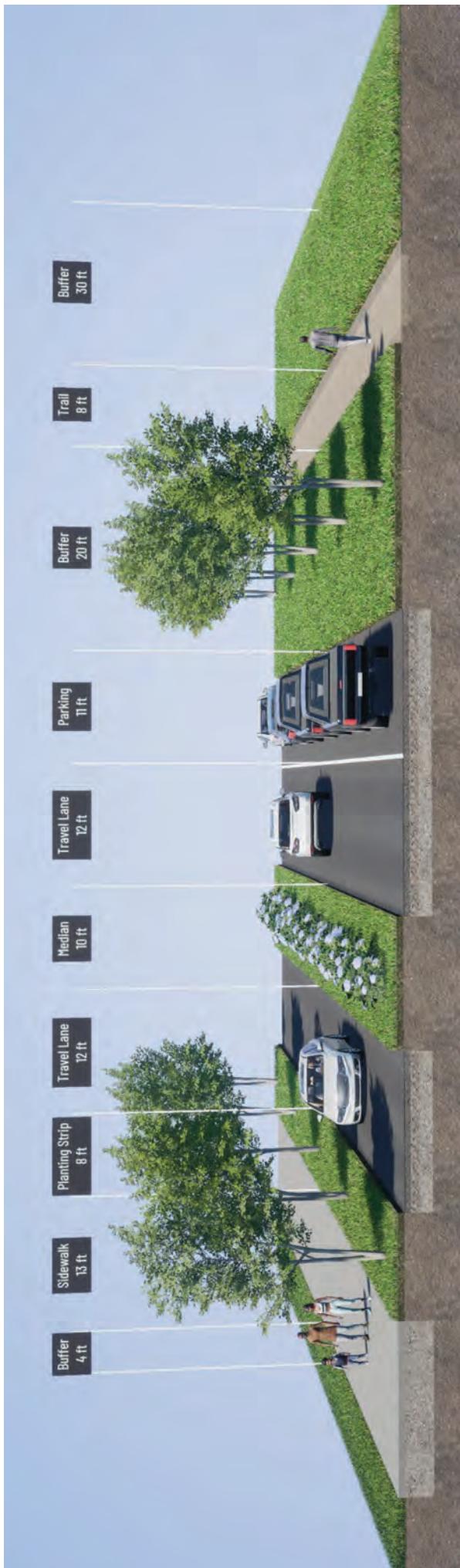
## ORDER OF MAGNITUDE COSTS

Median and trail improvements would require investment. Alternative 2a would likely require the highest costs, due to the inclusion of both a full median and trail. Alternatives 2c and 2d would have the lowest costs because the improvements within the existing paved area could be accomplished through restriping. Alternative 2b would likely require a higher investment compared to Alternatives 2c and 2d to provide the protected bicycle lanes, but would be less cost than Alternative 2a.

## SEGMENT 3: ALTERNATIVES

### EXISTING CONDITIONS

Within Segment 3, North Bend Way sits within a 70-foot right-of-way, with a cross section comprised of one 12-foot travel lane in each direction, an 11-foot parking lane on the south side, a 10-foot median, and a 13-foot sidewalk with an 8-foot planted buffer on the north side. Adjoining the right-of-way to the south is an approximately 58-foot wide parcel owned by the City of North Bend, which includes a 10-foot trail about 20 feet south of the right-of-way edge.

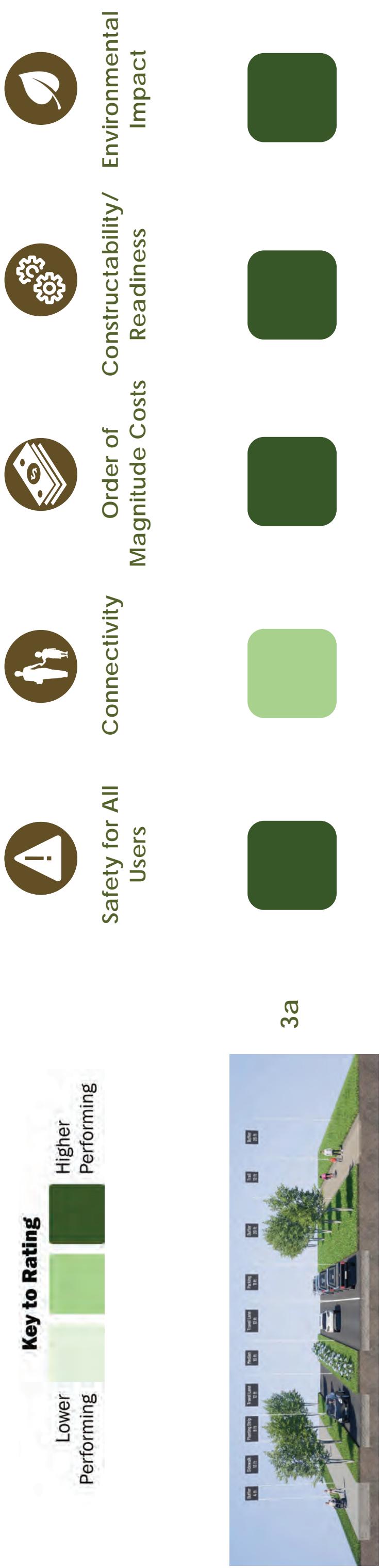


### ALTERNATIVE 3a

Alternative 3a would provide additional space for people walking and rolling along North Bend Way by increasing the width of the trail on the south side of the roadway from 8 feet to 12 feet. The additional space provided by this improvement would improve safety by decreasing the likelihood of conflicts between trail users. Other cross section elements would remain as they currently exist.



## SEGMENT 3: EVALUATION



## SAFETY FOR ALL USERS

The additional trail width provides more space for people walking and rolling, which could reduce the potential for conflicts between users. BLTS and PLTS scores would remain at 1.

## CONSTRUCTABILITY/READINESS

The improvements recommended in Alternative 3a could support phased implementation.

## CONNECTIVITY

Alternative 3a does not create new active transportation connections, but does expand the width of the existing trail.

## ENVIRONMENTAL IMPACT

The improvements recommended in Alternative 3a would result in minimal to no environmental impacts.

## ORDER OF MAGNITUDE COSTS

The trail expansion included in Alternative 3a would likely require minimal investment.

## SEGMENT 4: ALTERNATIVES

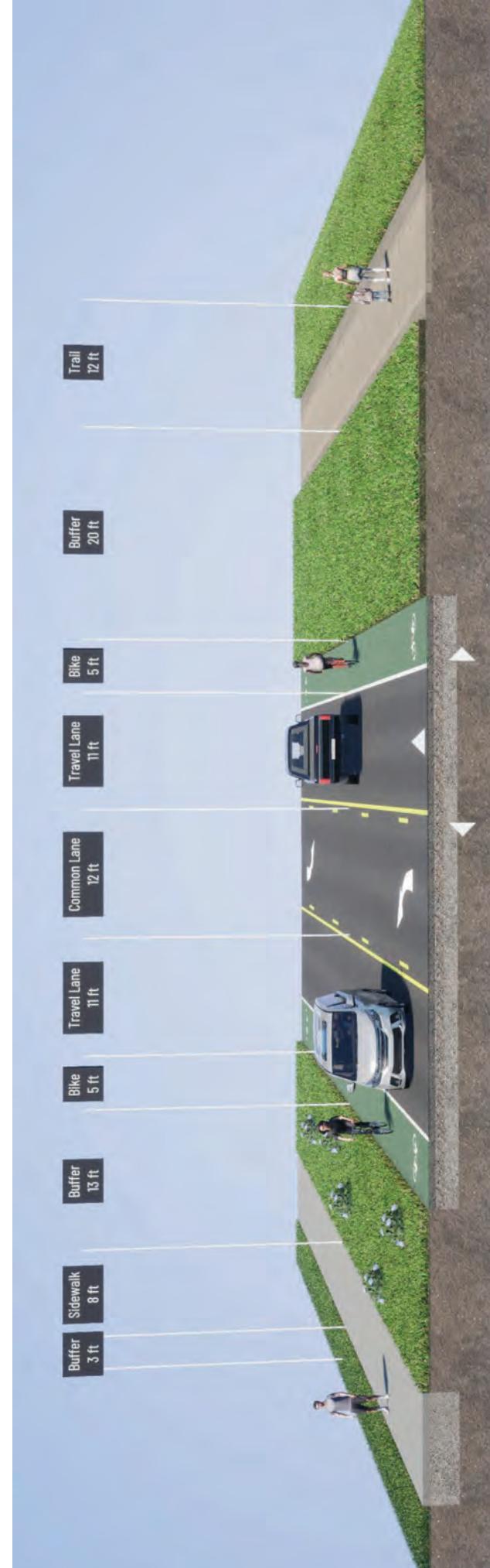
### EXISTING CONDITIONS

Within Segment 4, North Bend Way sits within a 68-foot right-of-way, with a cross section comprised of one 11-foot travel lane and 6-foot shoulder in each direction. Adjoining the right-of-way to the south is an approximately 77-foot wide parcel owned by the Burlington Northern Santa Fe Railroad (BNSF), which includes a 10-foot intermittent paved and gravel trail about 20 feet south of the right-of-way edge.



### ALTERNATIVE 4a

Alternative 4a enhances safety for all roadway users and meets existing City Standards by adding a center turn lane, a painted bicycle lane in each direction, and a sidewalk on the north side separated from the roadway by a wide bio-channel buffer. Additionally, the intermittent 10-foot trail to the south of the roadway would be completed along the entire length of Segment 4 and expanded to 12 feet. The center turn lane would enhance safety for roadway users by reducing the potential for rear-end crashes, while the sidewalk on the north side of the roadway and continuous trail along the south side would provide an all ages and abilities facility for people walking and rolling. The painted bicycle lanes would provide travel space for people who feel comfortable cycling within the roadway, while reducing the potential for conflicts between trail users. The wide bio-channel buffer would improve stormwater management within the right-of-way, improve roadway aesthetics, and physically separate people using the sidewalk from motor vehicle traffic.



## ALTERNATIVE 4b

Alternative 4b enhances safety for all roadway users and expands upon existing City standards by adding an intermittent planted median, a painted bicycle lane in each direction, and a sidewalk on the north side separated from the roadway by a wide bio-channel buffer. The intermittent 10-foot trail to the south of the roadway would be completed along the length of Segment 4 and expanded to 12 feet. The intermittent planted median would enhance the roadway's aesthetic qualities and act as a traffic calming measure to reduce potential conflicts with left turning vehicles but accommodate a left turn lane where needed at intersections and driveways. The sidewalk on the north side and continuous trail along the south side would provide an all ages and abilities facility for people walking and rolling throughout the segment. The painted bicycle lanes would provide travel space for people who feel comfortable cycling within the roadway, while reducing the potential for conflicts between trail users. The wide bio-channel buffer would improve stormwater management within the right-of-way and roadway aesthetics, and physically separate people using the sidewalk from motor vehicle traffic.



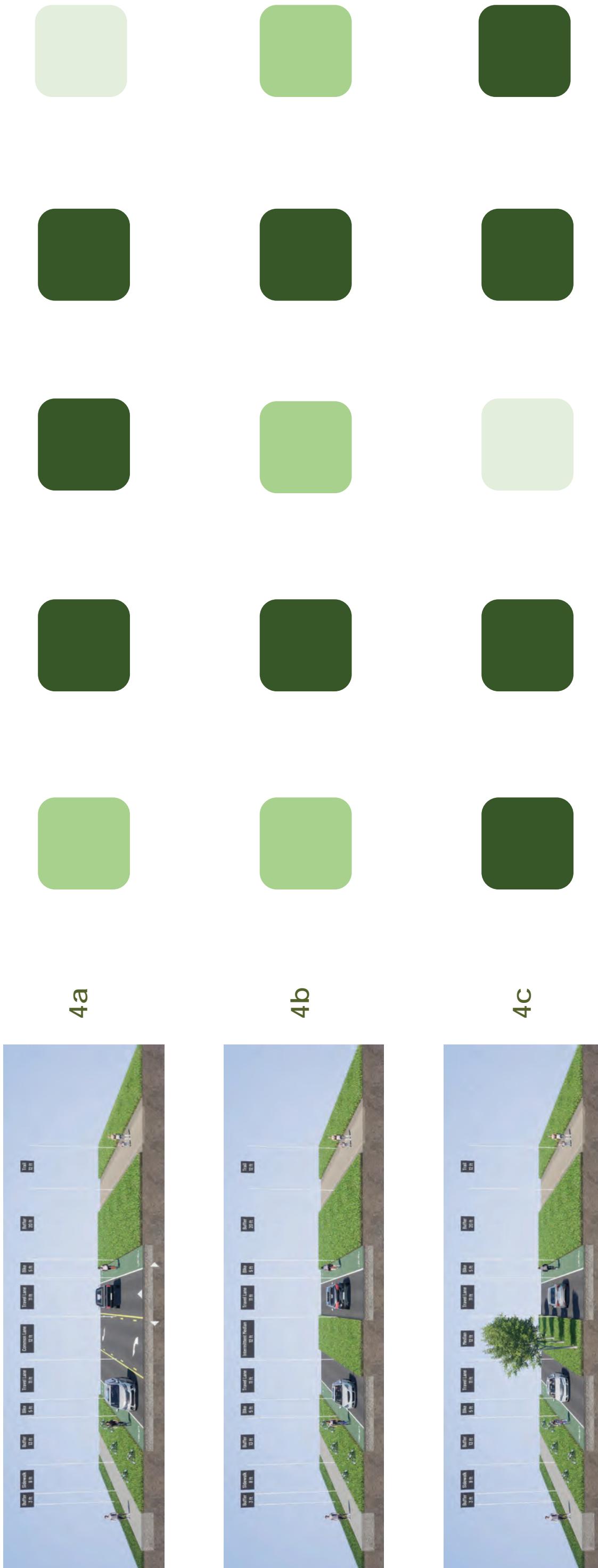
## ALTERNATIVE 4c

Alternative 4c enhances safety for all roadway users and expands upon existing City standards by adding a planted median, a painted bicycle lane in each direction, and a sidewalk on the north side separated from the roadway by a wide bio-channel buffer. Additionally, the intermittent 10-foot trail to the south of the roadway would be completed along the length of Segment 4 and expanded to 12 feet. The planted median would enhance the roadway's aesthetic qualities and act as a traffic calming measure to limit potential conflicts with left turning vehicles. The sidewalk on the north side and continuous trail along the south side would provide travel space for people walking and rolling throughout the segment. The painted bicycle lanes would provide travel space for people who feel comfortable cycling within the roadway, while reducing the potential for conflicts between trail users. The wide bio-channel buffer would improve stormwater management within the right-of-way and roadway aesthetics, and physically separate people using the sidewalk from motor vehicle traffic.



## SEGMENT 4: EVALUATION

Key to Rating	Higher Performing	Safety for All Users	Connectivity	Order of Magnitude Costs	Constructability / Readiness	Environmental Impact
						



## SAFETY FOR ALL USERS

All alternatives could improve the safety of people walking through the inclusion of a separated sidewalk on the north side of the roadway. The continuation of the trail along the south side of the roadway would improve the segment's BLTS and PLTS scores from 4 to 1. The center turn lane provided in Alternative 4a could improve safety for people driving by reducing the potential for queuing associated with left turns. The intermittent median included in Alternative 4b would provide some access control, limiting the number of left turn conflicts. However, the full median included in Alternative 4c boosts its performance by providing a high degree of access control.

## CONNECTIVITY

All alternatives provide improved connections along the north side of North Bend Way through the introduction of a sidewalk.

## ORDER OF MAGNITUDE COSTS

All alternatives would require investment for pavement expansion, a new sidewalk, and bio-channel buffer. However, the intermittent and full median required in Alternatives 4b and 4c, respectively, would require additional investment.

## CONSTRUCTABILITY/READINESS

The improvements recommended in all alternatives could support phased implementation.

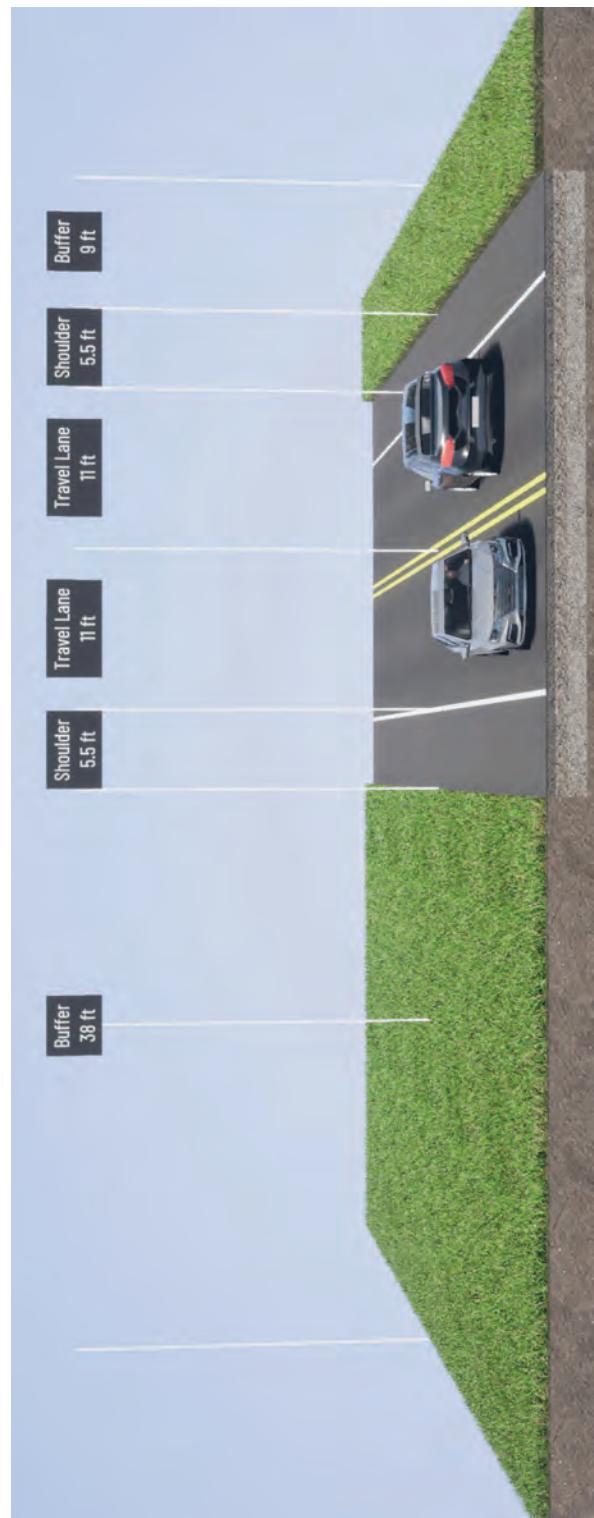
## ENVIRONMENTAL IMPACT

All alternatives include pavement expansion and a new sidewalk that would increase the amount of impervious surface area but would also include a bio-channel buffer that could improve stormwater conditions. Depending on the median design chosen, Alternatives 4b and 4c have the potential to reduce the impervious surface area, with the full median included in 4c having the highest potential.

## SEGMENT 5: ALTERNATIVES

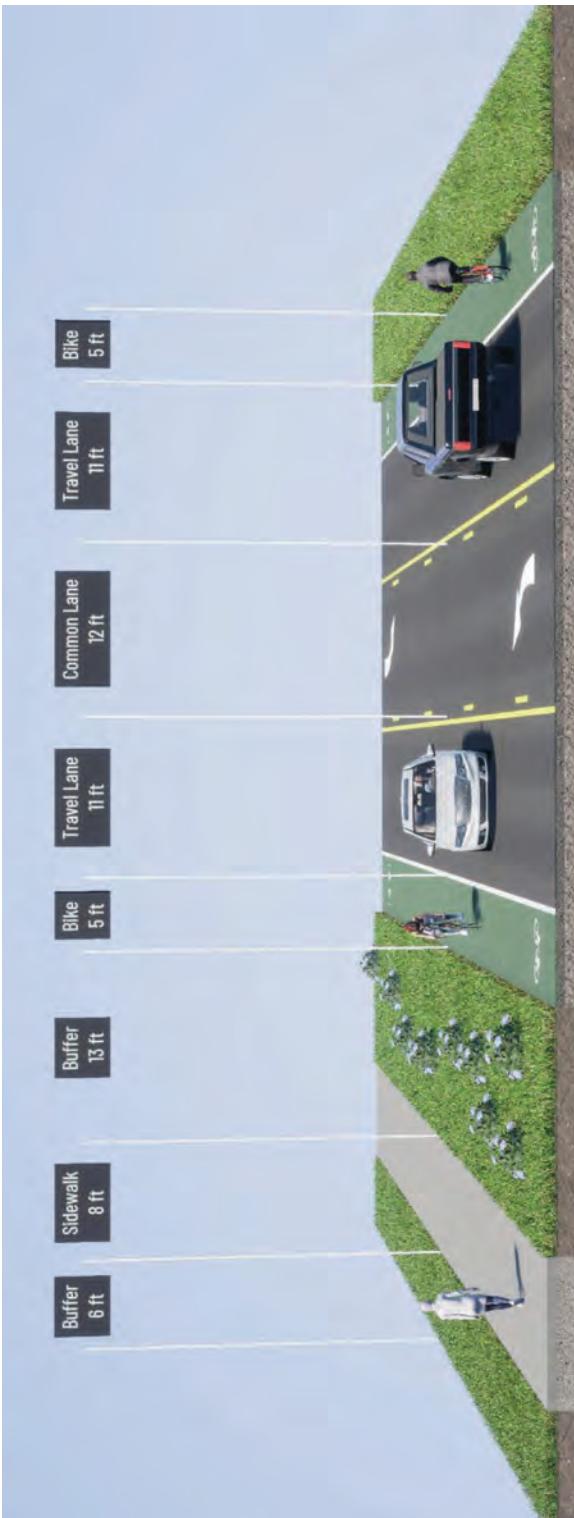
### EXISTING CONDITIONS

Within Segment 5, North Bend Way sits within an 80-foot right-of-way, with the paved portion dominated by one 11-foot travel lane in each direction. Space for people walking and rolling is limited to a 5.5-foot shoulder on either side.

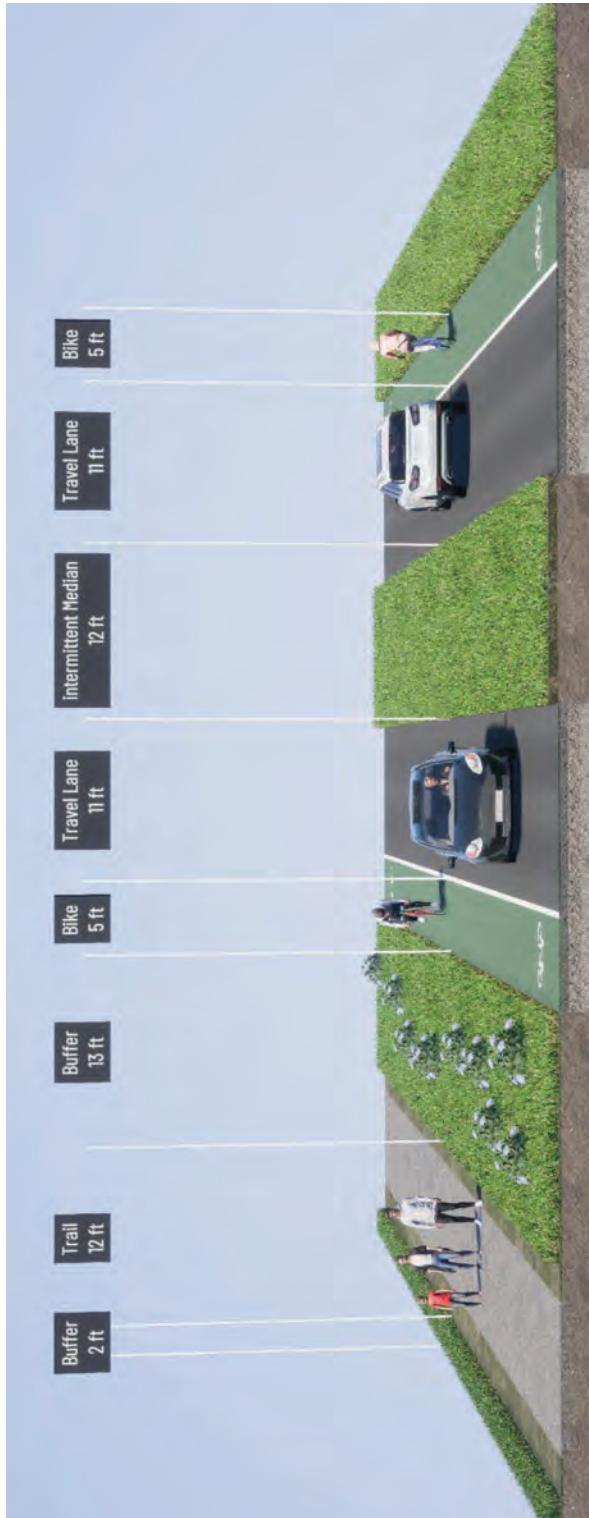


### ALTERNATIVE 5a

Alternative 5a enhances safety for all roadway users and meets existing city standards by adding a center turn lane, a painted bicycle lane in each direction, and a sidewalk on the north side separated from the roadway by a wide bio-channel buffer. The center turn lane would enhance safety for roadway users by reducing the potential for rear-end crashes, while the sidewalk on the north side of the roadway would provide an all ages and abilities facility for people walking throughout the segment. The painted bicycle lanes would provide travel space for people biking but is limited to those who would feel comfortable cycling within the roadway. The wide bio-channel buffer would improve stormwater management within the right-of-way, improve roadway aesthetics, and physically separate people using the sidewalk from vehicle traffic. No improvements are proposed along the south side of North Bend Way, as the I-90 right-of-way directly abuts the existing roadway.

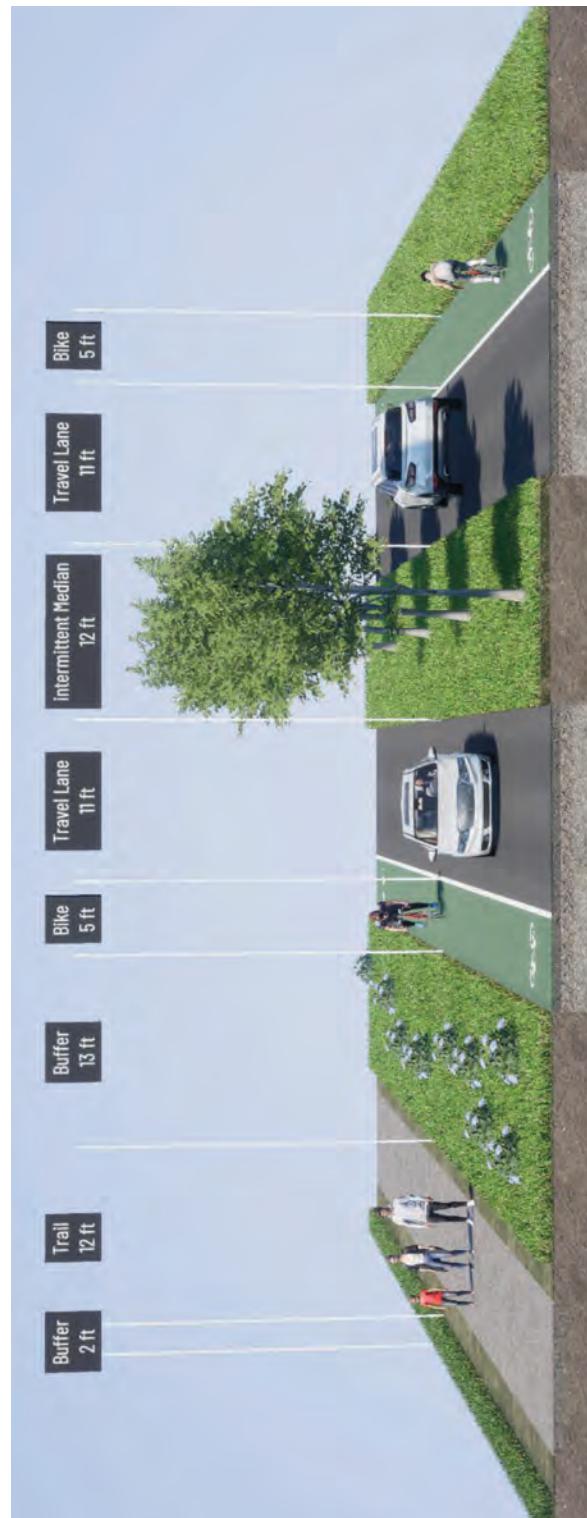


## ALTERNATIVE 5b



Alternative 5b enhances safety for all roadway users and expands upon existing city standards by adding an intermittent planted median, a painted bicycle lane in each direction, and a trail on the north side separated from the roadway by a wide bio-channel buffer. The intermittent planted median would enhance the roadway's aesthetic qualities and act as a traffic calming measure that would reduce potential conflicts with left turning vehicles but could accommodate a left turn lane where needed at intersections and driveways. The trail on the north side of the roadway would provide an all ages and abilities facility for people walking and rolling throughout the segment. The painted bicycle lanes would provide travel space for people who feel comfortable cycling within the roadway, while reducing the potential for conflicts between trail users. The wide bio-channel buffer would improve stormwater management within the right-of-way, improve roadway aesthetics, and physically separate people using the trail from vehicle traffic. No improvements are proposed along the south side of North Bend Way, as the I-90 right-of-way directly abuts the existing roadway.

## ALTERNATIVE 5c



Alternative 5c enhances safety for all roadway users and expands upon existing city standards by adding a planted median, a painted bicycle lane in each direction, and a trail on the north side separated from the roadway by a wide bio-channel buffer. The planted median would enhance the roadway's aesthetic qualities and act as a traffic calming measure that would limit potential conflicts with left turning vehicles. The trail on the north side of the roadway would provide an all ages and abilities facility for people walking and rolling throughout the segment. The painted bicycle lanes would provide travel space for people who feel comfortable cycling within the right-of-way, improve roadway aesthetics, and physically separate people using the trail from motor vehicle traffic. No improvements are proposed along the south side of North Bend Way, as the I-90 right-of-way directly abuts the existing roadway.

## SEGMENTS 4 AND 5: INTERSECTION CONCEPTS AND TRAIL CONNECTIONS

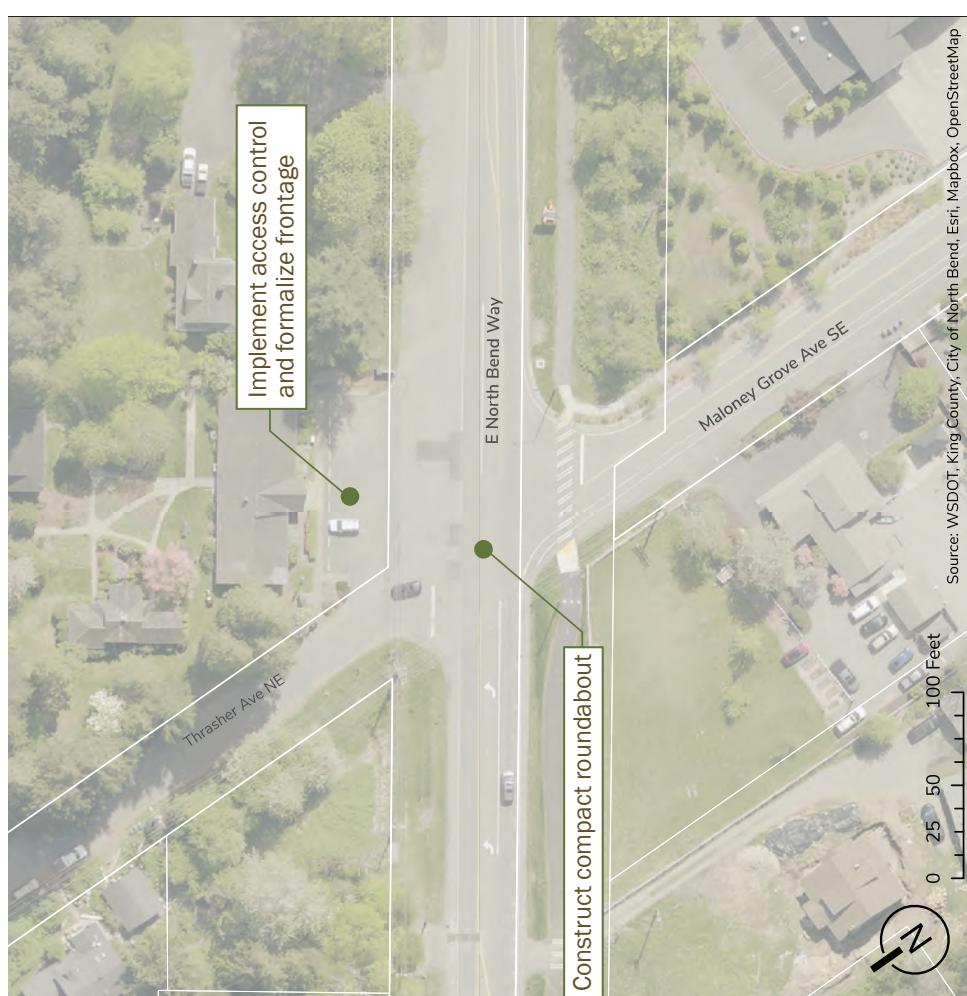
Intersection concepts were developed for three intersections in Segment 4: Maloney Grove Avenue SE/Thrasher Avenue NE, SE 140th Street, and 468th Avenue SE.

At both Maloney Grove Avenue SE/Thrasher Avenue NE and SE 140th Street, a compact roundabout is proposed. A compact roundabout is a smaller roundabout that still provides safety enhancements for pedestrians and bicyclists by slowing vehicle speeds and improving intersection angles. A compact roundabout could be traversed by heavy vehicles since it would include a mountable center island.

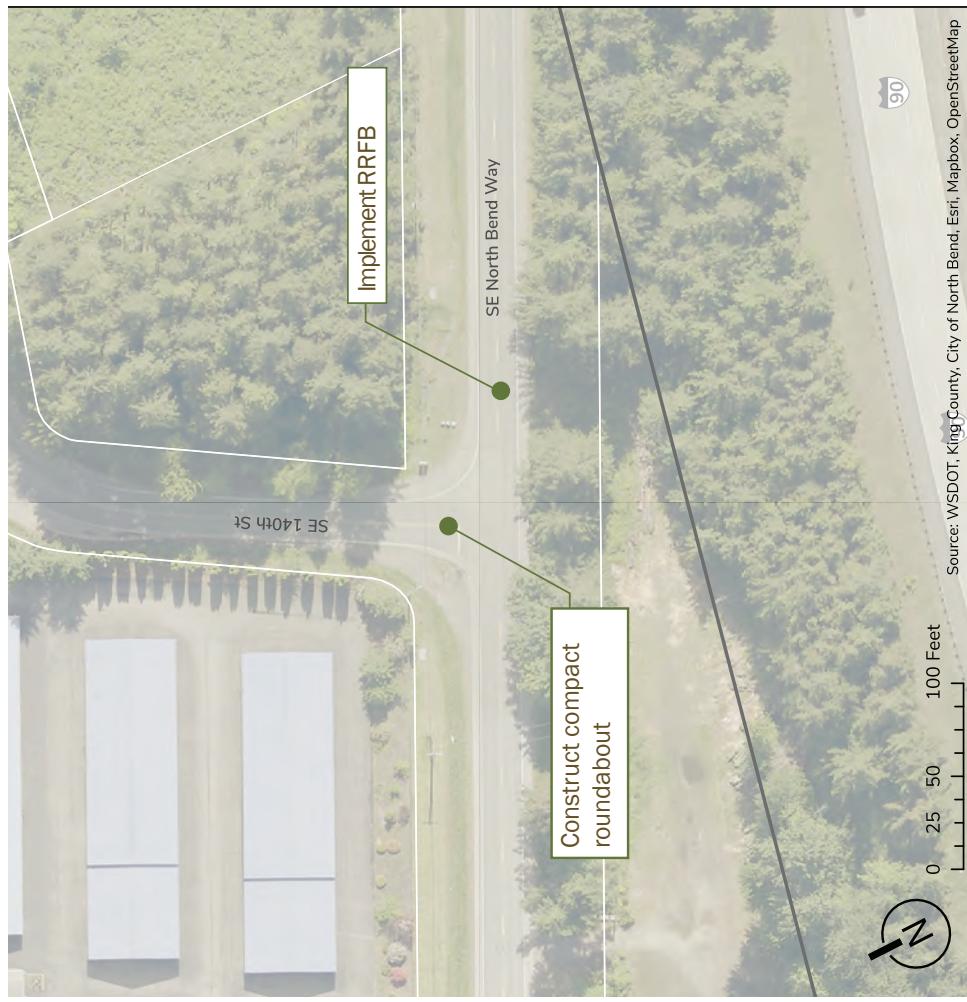
At the intersection of 468th Avenue SE, a standard roundabout with accommodations for freight vehicles is proposed.

Improved trail connections (two options) are proposed near the existing Snoqualmie Valley Trail crossing of North Bend Way. At this location, the proposed extension of the Tanner Trail in Segment 4 would be extended into Segment 5. The two trails would also connect in this area, joining the Tanner Trail and greater North Bend to the regional active transportation network. An existing RRFB is provided to the west of SE Tanner Road. The first option would use this crossing to connect the Tanner Trail extension

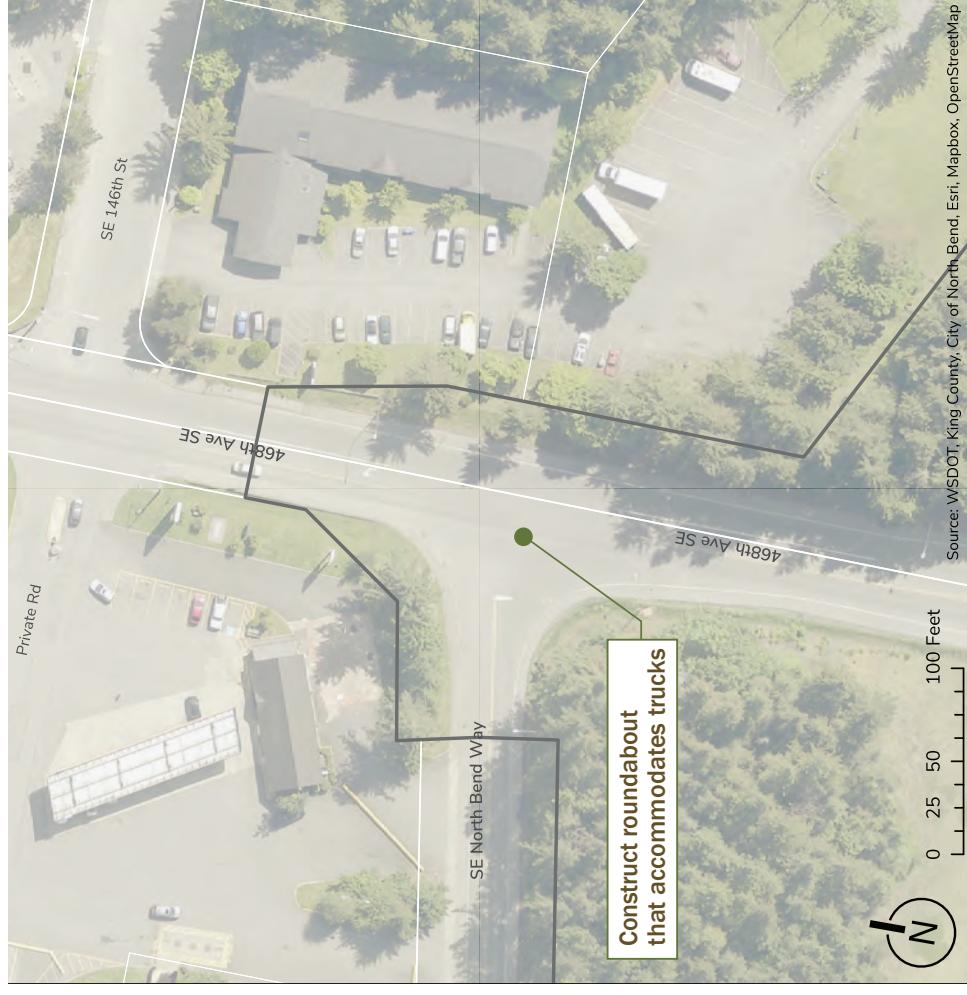
from the south side of North Bend Way to the north side (in Segment 5, there is insufficient right-of-way to continue Tanner Trail on the south side of North Bend Way). However, immediately to the east of the existing RRFB, the Middle Fork Snoqualmie River curves to the northwest, which may create scouring that would make siting a trail here difficult and/or expensive. The second option would continue the Tanner Trail on the south side of North Bend Way until SE 140th Street. Here, a RRFB is proposed to cross the trail to the north side of North Bend Way, where it would continue through Segment 5.



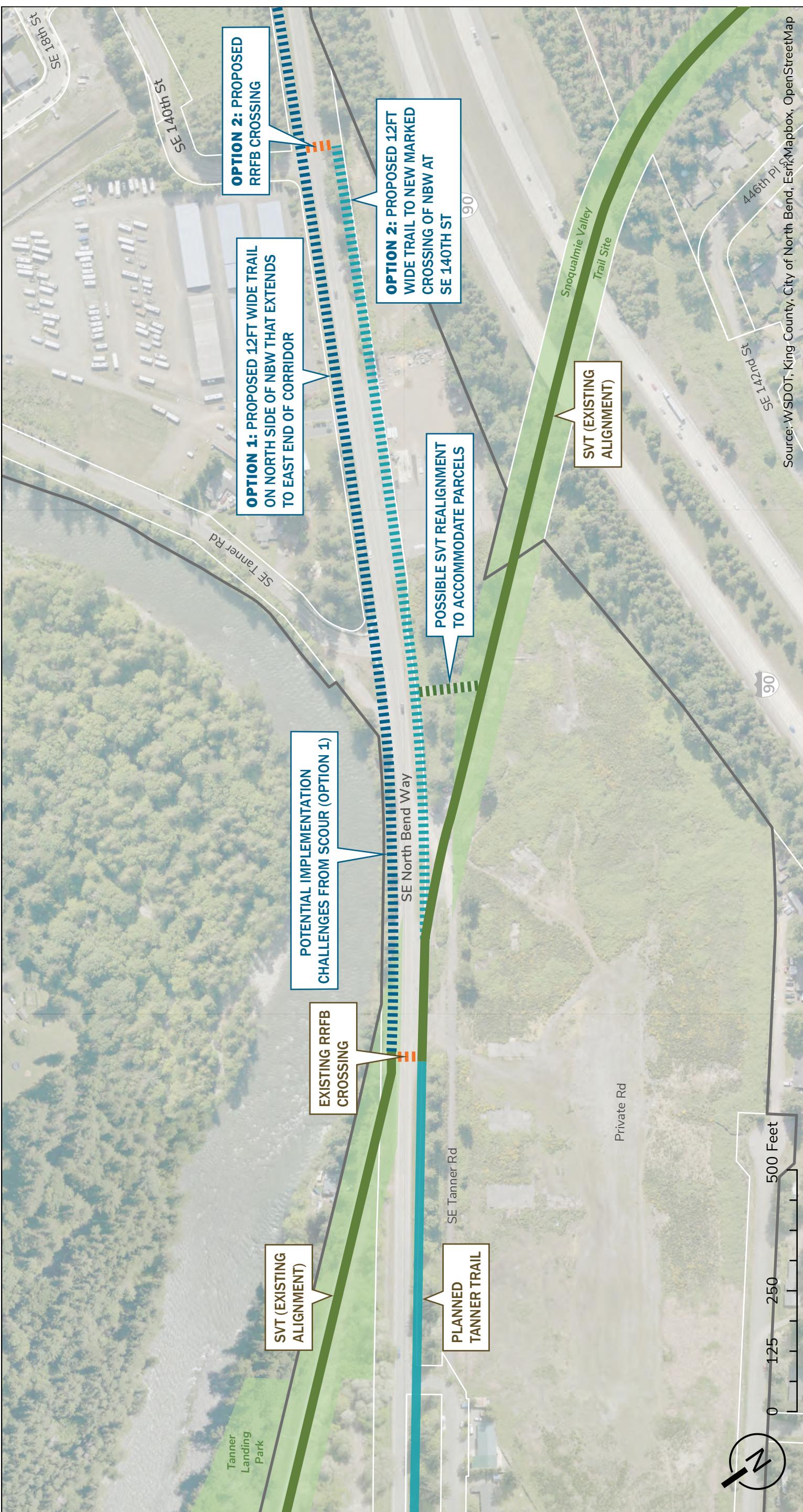
Maloney Grove Avenue SE/Thrasher Avenue NE Intersection Concept



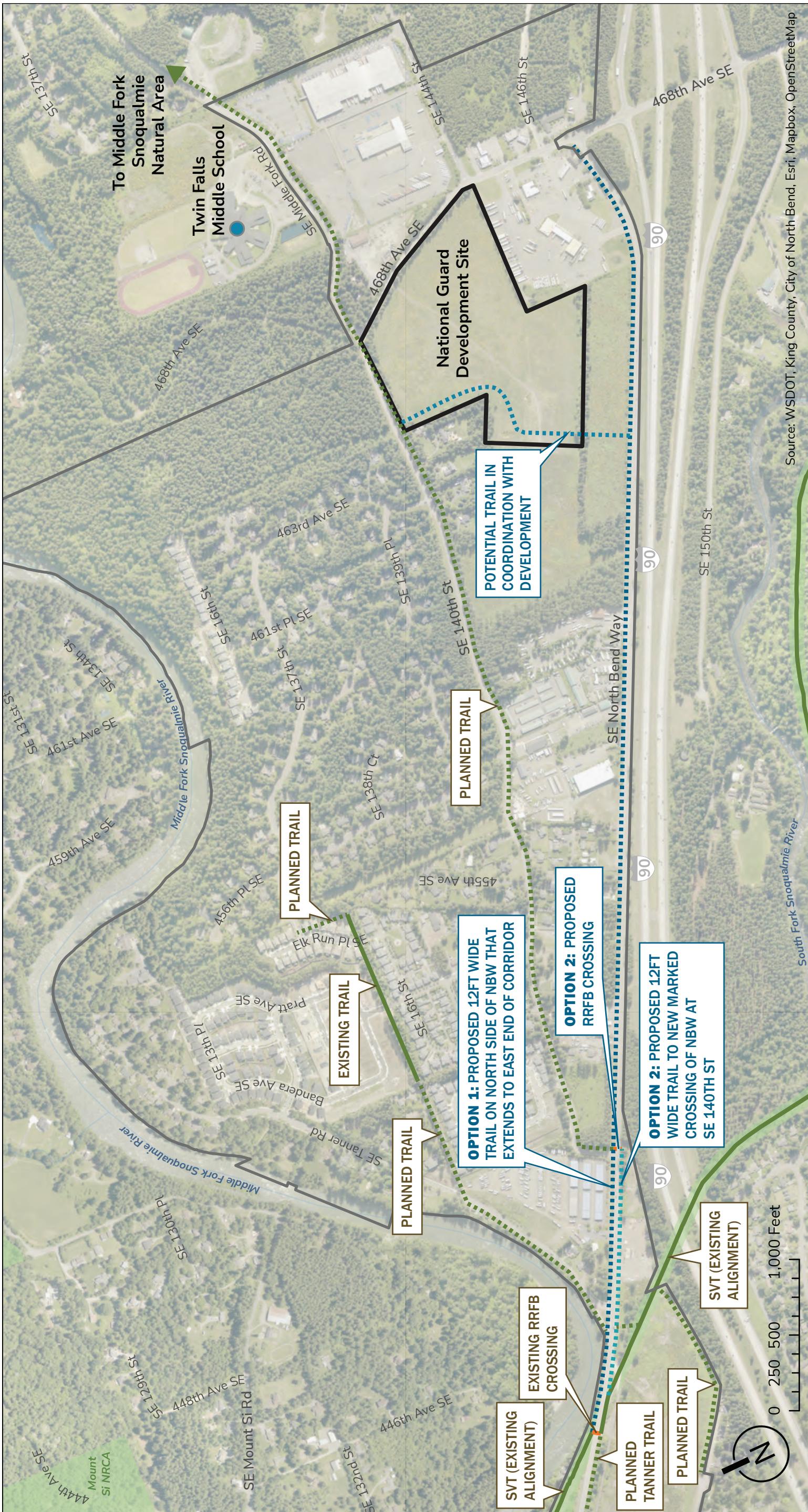
SE 140th Street Intersection Concept



468th Avenue SE Intersection Concept



## APPENDIX B



Trail Connections - Snoqualmie Valley Trail and Middle Fork Snoqualmie Natural Area

Source: WSDOT, King County, City of North Bend, Esri, Mapbox, OpenStreetMap

FINAL





## SAFETY FOR ALL USERS

All alternatives could improve the safety of people walking through the inclusion of a separated active transportation facility on the north side of the roadway. The sidewalk included in Alternative 5a would improve PLTS from 4 to 2, but BLTS would remain at 4. The trail included in Alternatives 5b and 5c would improve PLTS and BLTS scores for those alternatives from 4 to 1. The center turn lane provided in Alternative 5a could improve safety for people driving by reducing the potential for queuing associated with left turns. The intermittent median included in Alternative 5b would provide some access control, limiting the number of left turn conflicts. However, the full median and trail included in Alternative 5c boosts its performance by providing a high degree of access control and user comfort.

## CONSTRUCTABILITY/READINESS

The improvements recommended in all alternatives could support phased implementation.

## ENVIRONMENTAL IMPACT

All alternatives include pavement expansion and a new active transportation facility that would increase the amount of impervious surface area but would also include a bio-channel buffer that could improve stormwater conditions. Depending on the median design chosen, Alternatives 5b and 5c have the potential to reduce the impervious surface area, with the full median included in Alternative 5c having the highest potential.

## CONNECTIVITY

All alternatives provide improved connections along the north side of North Bend Way. However, Alternatives 5b and 5c perform better than 5a because of the inclusion of a trail that provides more space for people walking and rolling.

## ORDER OF MAGNITUDE COSTS

All alternatives would require investment for pavement expansion, a new active transportation facility, and bio-channel buffer. However, the intermittent and full median required in Alternatives 5b and 5c, respectively, would require additional investment.

## APPENDIX C: City Council Summary

# CITY COUNCIL MEETING

In July 2023, City Council met to discuss and select preferred alternatives for each segment of the corridor. After hearing the results of the community engagement process and survey, City Council decided on the following alternatives:

## ALTERNATIVE 1b

City Council asked if there were safety concerns and/or enough space for fire response when transitioning from four to two lanes in the first alternative. They also asked if providing two lanes is enough for detour traffic from I-90. City Council selected Alternative 1b.

## ALTERNATIVE 2C

For the second alternative, City Council discussed that the bike lanes would be used for about six months out of the year due to weather, but traffic impacts associated with re-purposing the left turn lanes would be yearlong. There were some concerns about the traffic impacts associated with removing left turn pockets as well as potential traffic impact diversion to Park Street. However City Council agreed that some left turns in downtown could be eliminated, including at Main Street. A traffic study could be conducted to evaluate the potential traffic impacts associated with potentially closing Main Street to cars and converting to plaza spaces. Traffic flow through downtown is not the priority and through traffic is not preferred, although low levels of service in downtown areas are good for commerce.

While looking at Alternative 2b, City Council noted that because there is a paved trail a half block away, it would not be the best use of investment to re-purpose space on North Bend Way for separated bike lanes. City Council also discussed the option to make no improvements to North Bend Way.

Ultimately City Council selected Alternative 2c with turns at Ballarat and Bendigo as the preferred alternative with the addition of the road closure at Main Street.

## ALTERNATIVE 4C

City Council noted that Alternative 4c could inspire more commercial development along the corridor, and that improvements should include pedestrian-scale lighting. They also noted that the sidewalk on the north side could meander.

## ALTERNATIVE 5C

City Council discussed that Alternative 5c could create continuity in look and feel in combination with Segment 4. They selected 5c and requested landscaping be included on the south side of the ROW to reduce visual and noise impacts of I-90.

## APPENDIX D: Environmental Scan

DATE: October 22, 2023  
TO: Tom Mohr, City of North Bend  
FROM: Katheryn Seckel, Parametrix  
SUBJECT: Complete Streets: Environmental Considerations  
CC: Fred Young, Parametrix  
PROJECT NUMBER: 554-1838-011

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This memorandum summarizes the existing built and natural environmental considerations for the five segments of the City of North Bend Complete Streets project (project). This review was developed using available environmental information for the project study area (study area varies, depending on the resource considered) and supported by GIS mapping of environmentally sensitive features. No detailed site investigations, wetland delineations, or cultural resource surveys were completed, and no coordination with regulatory agencies or tribes was conducted. Environmental features documented for this effort include:

- Special Flood Hazard Areas (FEMA 2023)
- Critical Aquifer Recharge Areas (City of North Bend 2022)
- Wetlands, Streams, Waterbodies and their Regulated Buffers (City of North Bend 2022)
- Priority Habitat Species (PHS 2023)
- Toxics Cleanup Sites (Ecology 2023)
- Historic and Archaeological Resources (DAHP 2023)

This assessment emphasizes environmental disciplines that would likely be considered through local critical areas regulations, the State Environmental Policy Act (SEPA), and the National Environmental Policy Act (NEPA). Other considerations such as visual impacts, environmental justice, parks and recreational uses, and transportation were not assessed since it is expected the project would not impact or would be an overall benefit to these environmental considerations. For example, because the project would not cause displacement, and it would provide an alternative form of transportation for all populations, it is considered a benefit to environmental justice populations.

## Special Flood Hazard Areas

Special Flood Hazard Areas (SFHAs) are defined by the City of North Bend as:

*“...land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. It is shown on the flood insurance rate map (FIRM) as zone A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). “Special flood hazard area” has the same meaning as “area of special flood hazard.”*

SFHAs are regulated by the City of North Bend under NBMC 14.12 Floodplain Management. Projects that involve structures, grading, excavation, fill, and impervious surfaces in the SFHA would require a floodplain permit and a floodplain habitat assessment that meets the FEMA requirements. Other considerations for SFHA approvals are as follows:

- Would need to compensate for loss of flood storage.



- Would need to demonstrate that there will be no net increase in the rate and volume of the stormwater surface runoff or that the adverse impact is mitigated per the approved habitat mitigation assessment.
- Would require a “no-rise” certification if the proposed development is in a regulated floodway.

Of the five segments, Segment 5 is the only section of the project that is not sited in a mapped SFHA. Although not mapped as a SFHA, most of Segment 5 is mapped by the Federal Emergency Management Agency (FEMA) as zone D, which means it has the potential for moderate to high risk of flooding, but the probability has not been determined. All of Segment 2 is in a SFHA, with the majority in the 100-year floodplain and about 11 percent in the floodway. Approximately 70 percent of Segment 3 is in the 100-year floodplain. Segment 1 and 2 either maintain the amount of impervious surface or reduce the amount of impervious surface while the other three segments have varying degrees of additional impervious surface compared to existing conditions. It is expected that the project would be designed to compensate for the increase in impervious surface through the installation of a bio-channel<sup>1</sup> where feasible, or through other measures designed to mitigate for the loss of hydrologic storage. Table 1 and Figure 1 provide an overview of the segments relative to the mapped SFHA.

**Table 1. Special Flood Hazard Areas (SFHAs)**

Segment	100-Year Floodplain (linear ft/%)	Floodway (linear ft/%)	Outside Flood Zones (linear ft/%)
Segment 1	195 (4%)	85 (1.6%)	4,975 (95%)
Segment 2	2,336 (90%)	292 (11%)	0 (0%)
Segment 3	1,281 (70%)	0 (0%)	554 (30%)
Segment 4	1,888 (18%)	0 (0%)	8,696 (82%)
Segment 5	0 (0%)	0 (0%)	6,787 (100%)
<b>Grand Total</b>	<b>5,701</b>	<b>377</b>	<b>14,910</b>

<sup>1</sup> A vegetation-lined channel that uses soil and plants to reduce the volume of surface water runoff and to capture pollutants.

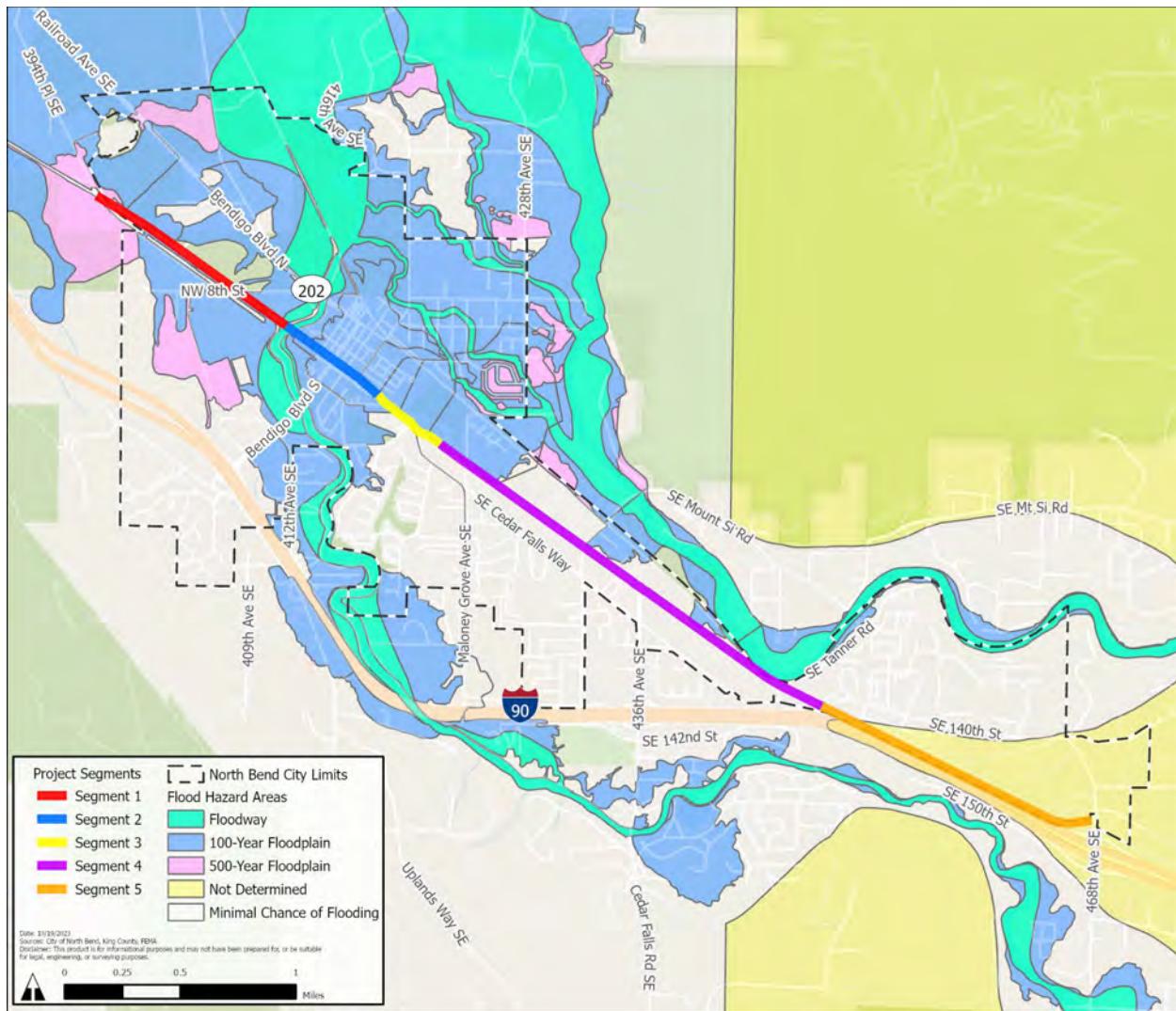


Figure 1. Mapped Special Flood Hazard Areas

## Aquifer Recharge Areas

The protection of Critical Aquifer Recharge areas is important for groundwater quality and quantity of the public water supply and for maintaining hydrologic functions of surface waterbodies.

Critical Areas mapping prepared by the City of North Bend shows that all project segments are mapped as highly susceptible to groundwater contamination. All segments are in a critical aquifer recharge area, and some intersect wellhead protection areas. Per NBMC 14.07.030, as non-pollutant generating impervious surfaces and an activity that would not generate hazardous materials, trails are an allowed use in aquifer recharge areas; therefore, the project would not be prohibited, conditioned, or require a special study such as a hydrogeologic assessment. In addition, with the introduction of a bio-channel in Segment 1 (Alternative 1b), Segment 4 (all alternatives), and Segment 5 (all alternatives); water quality would likely improve.

It is possible; however, during construction, the City may require some assurance that the underlying critical aquifer recharge area is protected. During construction, typical activities associated with heavy equipment include fueling and engine maintenance activities that involve oil, grease, solvents, and other toxic engine fluids. There is the potential that these materials could leak from material

storage containers, spills from improper handling of liquids, drips from the undercarriages of vehicles, water used to clean equipment and control dust, improper disposal of waste liquids, or other miscellaneous accidents. It is expected that BMPs will be in place during construction and the construction contractor would be required to prepare a site-specific health and safety plan and spill prevention, control, and countermeasures plan to prevent hazardous materials from entering groundwater.

## **Wetlands, Streams, and Fish and Wildlife Habitat Areas**

This section summarizes the mapped presence of wetlands and streams and other fish and wildlife habitat areas that have the potential to be in the vicinity of the corridor improvements. The City of North Bend defines streams and other fish and wildlife habitat areas as follows:

*...land management for maintaining populations of species in suitable habitats within their natural geographic distribution so that the habitat available is sufficient to support viable populations over the long term and isolated subpopulations are not created. This does not mean maintaining all individuals of all species at all times, but it does mean not degrading or reducing populations or habitats so that they are no longer viable over the long term. These areas include:*

- a. *Areas with which state or federally designated endangered, threatened, and critical species have a primary association;*
- b. *Habitats of local importance, including, but not limited to, areas designated as priority habitat by the Washington State Department of Fish and Wildlife, and fish habitat associated with resident fish species within the upper Snoqualmie Watershed, including all habitats associated with the following resident native fish species likely to occur in city rivers and streams: cutthroat trout, rainbow trout, mountain whitefish, largescale sucker, longnose dace, shorthead sculpin, mottled sculpin, western brook lamprey, and threespine stickleback.*
- c. *Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish and wildlife habitat;*
- d. *Waters of the state, including lakes, rivers, ponds, and streams;*
- e. *State natural area preserves and natural resource conservation areas; and*
- f. *Land essential for preserving connections between habitat blocks and open spaces.*

GIS data for wetlands, streams, and fish and wildlife habitat was obtained from King County, City of North Bend, and Washington Department of Fish and Wildlife. Figure 2 is a culmination of GIS data obtained from these government agencies, followed by a description for each resource category.

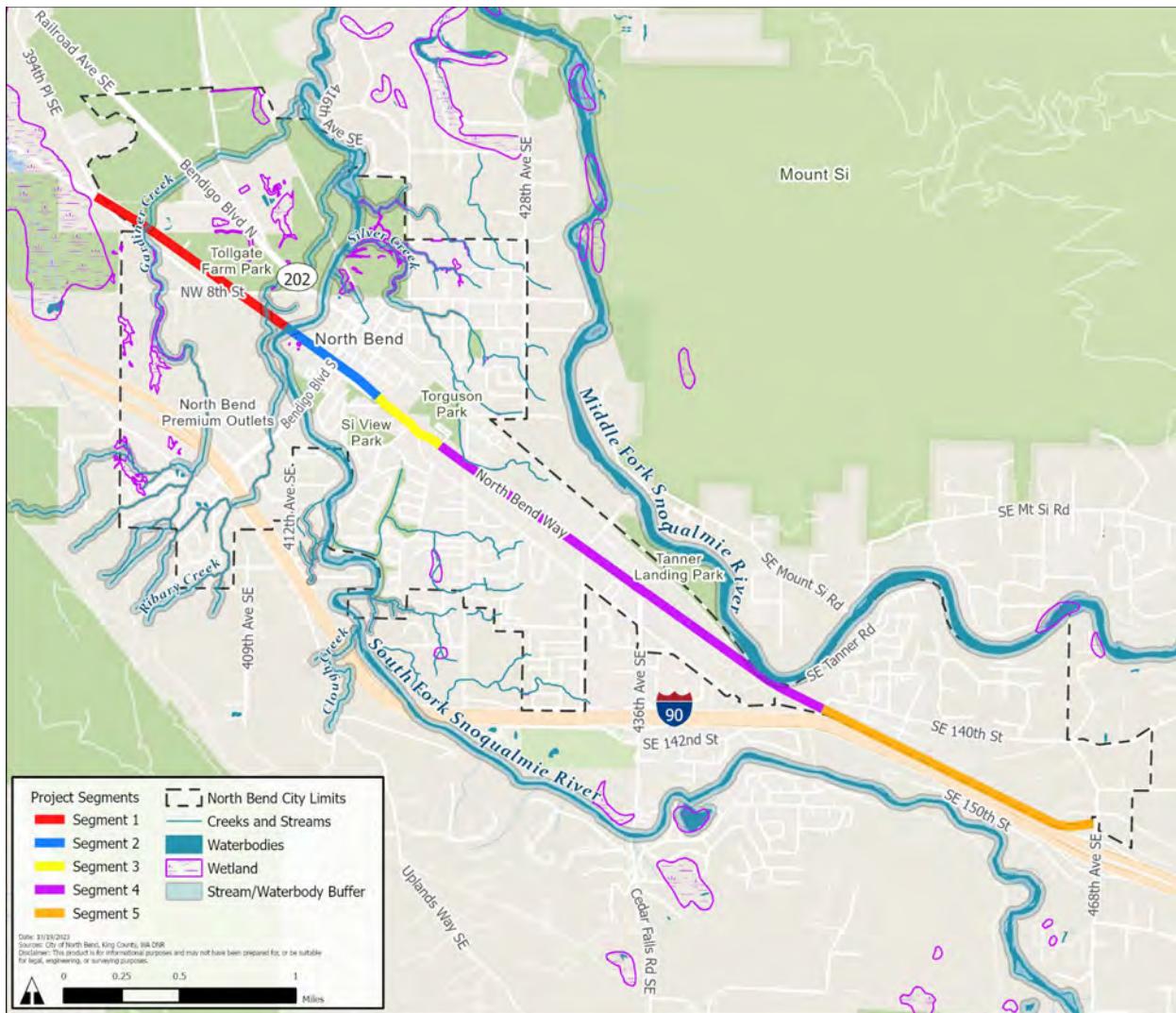


Figure 2. Mapped Waterbodies

### Wetlands

This assessment considered mapped wetlands within 225 feet of the study area to accommodate for the largest potential buffer width that would be regulated under local critical areas regulations (NBMC 14.06). Several wetlands were identified within these parameters:

- Segment 1: a large forested, shrub, and emergent marsh wetland associated with Kimball Creek is just east of the segment.
- Segment 2: several small wetlands east of the South Fork Snoqualmie River and south of SE North Bend Way.
- Segment 4: a small wetland associated with Silver Creek, east of 424th Avenue SE and north of E North Bend Way.

As with all projects that involve ground disturbance, a wetland reconnaissance or delineation would need to be performed to confirm and document the presence or absence of wetlands. If work occurs in wetlands or their regulated buffer, the project would be subject to avoidance, minimization, and mitigation measures as outlined in NBMC 14.06.

### Streams

Segment 1 would extend over several regulated streams: Gardiner Creek and Ribary Creek, including their regulated buffers. Segment 1 would also occur in the regulated buffer to South Fork Snoqualmie River; however, because this segment is within the existing, paved right-of-way, it is not expected to have direct impacts to streams or their buffers. Segment 2 would extend over South Fork Snoqualmie River and its regulated buffer, but since all improvements would be within the paved right-of-way, there would be no direct impacts. Segment 4 is also shown to be in the regulated buffer to Middle Fork Snoqualmie River; however, the project would be concentrated in the existing, paved right-of-way and not expected to result in direct impacts to the river or its regulated buffer. If work does occur in regulated buffer, the project would be subject to avoidance, minimization, and mitigation measures as outlined in NBMC 14.09.

In addition, based on their proximity to the South Fork Snoqualmie River and the Middle Fork Snoqualmie River, segments 1, 2 and 4 are regulated under NBMC 14.20 in accordance with the State of Washington's Shoreline Management Act. Segments 1, 2 and 4 are all in the mapped Commercial Conservancy environmental designation. The following uses are allowed in the Commercial Conservancy shorelines:

- Maintenance, improvement, or expansion of existing bridges, trails, roads and parking is permitted use in the shoreline.
- New trails and new roads.

### Fish and Wildlife

WDFW's Priority and Habitat Species (PHS) mapping was reviewed to understand the potential presence of fish and wildlife within 500 feet of the Project. PHS mapping indicates the potential presence of the state endangered and federally threatened northern spotted owl for all segments. Segment 5 is listed for the presence of Yuma myotis, a small bat that is considered a state sensitive species. Although not considered threatened, endangered, or sensitive; elk are mapped as being present in all segments. Ribary and the South Fork Snoqualmie River are mapped with the presence of cutthroat trout, and the Middle Fork Snoqualmie River is mapped for both cutthroat trout and rainbow trout. Although PHS does not map the presence of fish in Gardner Creek, the City of North Bend critical areas mapping shows it as fish bearing.

Because the Project would work within the right-of-way, and mostly in areas that are already paved or surrounded by development, it is expected to have minimal impact to fish and wildlife. Further, proposed stormwater bio-channels are expected to improve water quality, which could have a beneficial effect to streams and rivers in the study area.

### Hazardous Material Sites

Review of Ecology's public database of cleanup sites, "What's in my Neighborhood", shows Segment 5 as the only site to have a contaminant release that has not begun cleanup and segments 2, 3, and 4 show sites that have begun cleanup. This does not mean that every site identified within the corridor or on Ecology's database would impact the project. Impacts will depend on the limits of construction and potential disturbance and mobilization of contaminated soil or groundwater, risk of exposure to construction workers, and proposed property acquisitions for incurred financial risk of remediation responsibilities. Figure 3 shows the status of each cleanup site mapped within 0.25 miles of the project corridor, including those sites that are highest assessed risk and moderate risk.

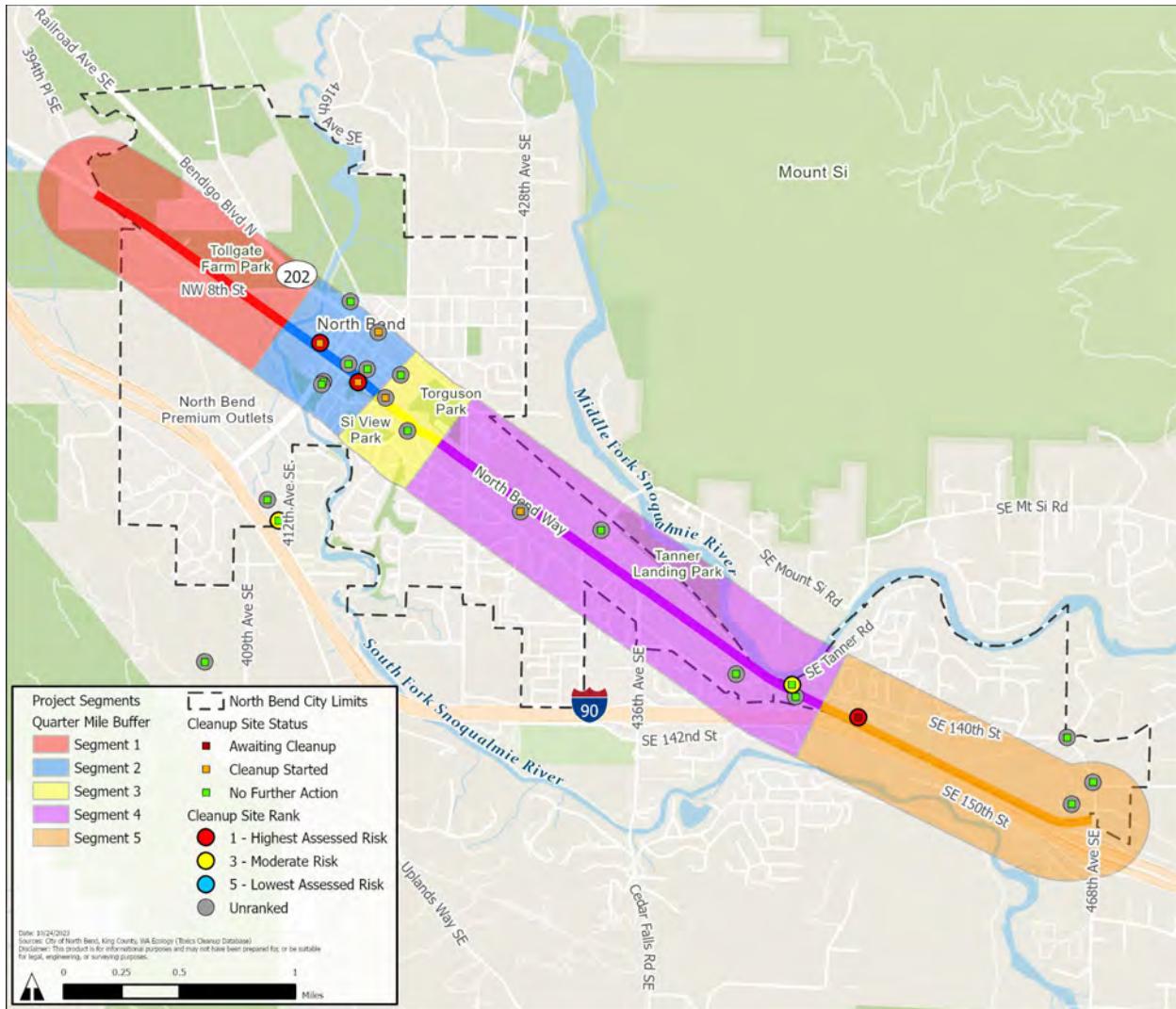


Figure 3. Hazardous Materials Sites

## Historic Properties

This section discusses the mapped historic and cultural resources in the study area (Project footprint and adjacent parcels). This review was completed using DAHP's secure electronic database known as the Washington Information System for Architectural and Archaeological Data (WISAARD; DAHP 2023). This database includes recorded archaeological resources, historic property inventories, National Register of Historic Properties (NRHP) and Washington Heritage Register (WHR) properties, identified cemeteries, and previously conducted cultural resource surveys found throughout the state.

A property must be significant, be of a certain age (generally, at least 50-years old), and have integrity to meet the criteria for eligibility for the National Register. As mapped by WISAARD, Table 2 identifies resources that are within adjacent parcels to the project that are: 1) on the national register of historic properties, 2) identified as eligible for the national historic register, 3) have been identified as a potential historic property but no determination of its eligibility as a historic property has been made, and 4) properties that have been determined as not eligible as a historic property.

There are also other properties that are adjacent to the project footprint that are over the threshold of 50 years, but these properties have not been documented.

WISSARD also provides a predictive model that identifies the potential for encountering archaeological resources. Segments 1, 2, and 3 are mapped primarily as *moderate* for encountering cultural resources. Segment 4 is mapped as *moderate and high risk*, and Segment 5 is mapped as *high risk* and *very high risk* for encountering cultural resources (DAHP 2023).

Issues related to historic and cultural resources are unlikely to affect the project since the majority of the project would occur in existing, paved right-of-way; or areas that have already been disturbed by past activities. Actions that may adversely affect historic resources are not strictly prohibited; rather, if an alternative is likely to result in unavoidable adverse effects on historic resources, requirements to mitigate adverse effects on historic resources would be triggered. Requirements to mitigate adverse effects could influence the design of an alternative.

It is recommended a professional historian determine if the proposed project will adversely affect NRHP-listed properties within the study area. Further, DAHP's predictive model for encountering archaeological resources places the study area in a variety of different risk levels; therefore, further archaeological investigations are recommended.

Table 2. Historic Properties

Segment	Registered Properties	Determined Eligible	No Determination	Determined Not Eligible	Total
Segment 1	--	--	--	--	--
Segment 2	1	1	40	--	42
Segment 3	--	--	--	1	1
Segment 4	1	2	11	2	15
Segment 5	--	--	1	--	1
<b>Total</b>	<b>2</b>	<b>2</b>	<b>51</b>	<b>3</b>	<b>59</b>

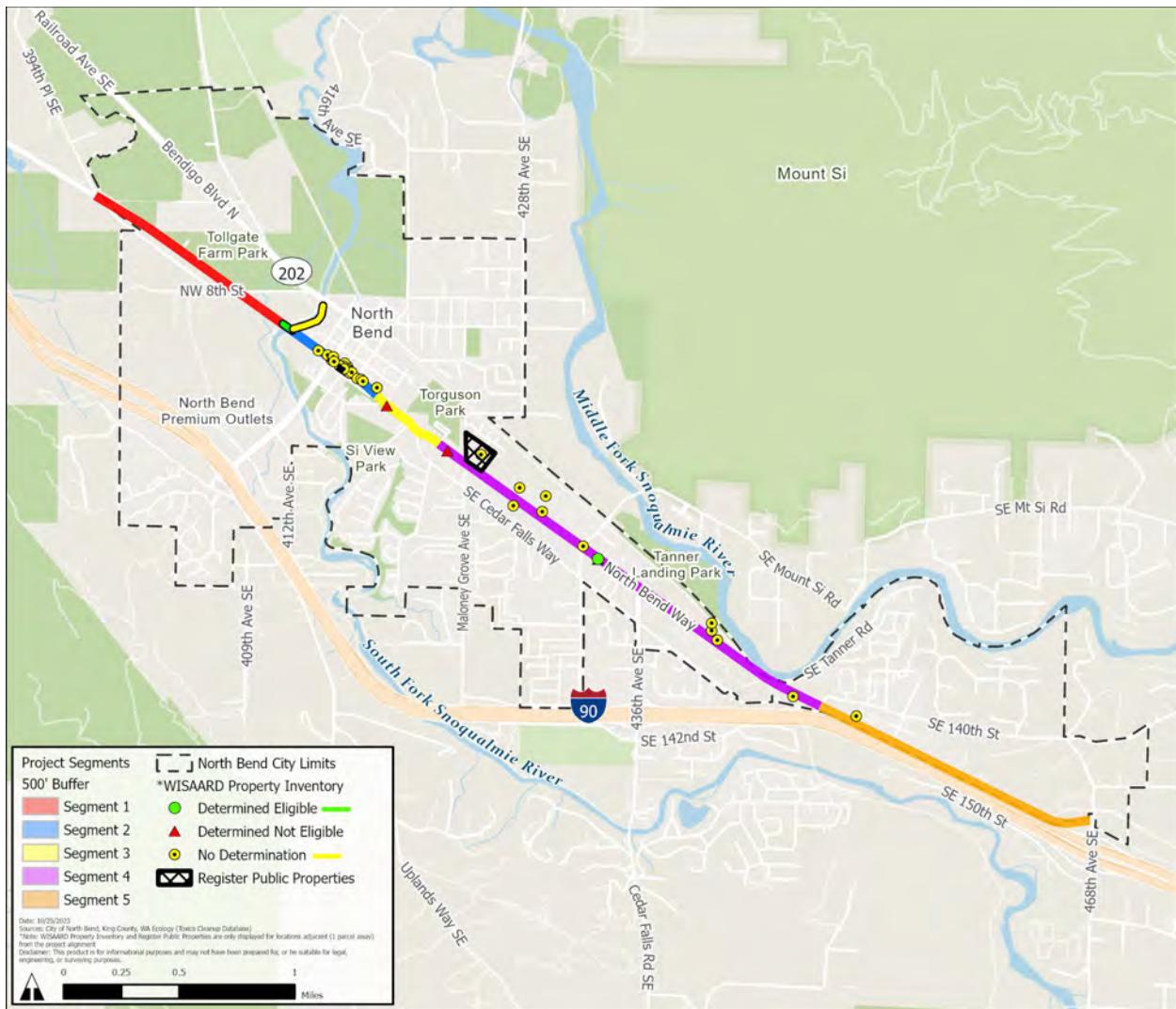


Figure 4. WISARRD Property Inventory

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## APPENDIX E: Implementation Strategy

DATE: January 16, 2024  
TO: Rebecca Deming & Dan Marcinco (City of North Bend)  
FROM: Fred Young & Erinn Ellig (Parametrix)  
SUBJECT: Implementation Strategy  
PROJECT NUMBER: 554-1838-011  
PROJECT NAME: North Bend Way Complete Street Plan

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## Phasing factors

Determining the phasing of improvements along North Bend Way requires the consideration of several factors, including future traffic demands, ultimate ROW needs, development and redevelopment, local and regional transportation planning, and utility planning. Each of these factors and their influence on the recommended phasing is described below.

**Balancing future traffic demands.** North Bend Way is the primary transportation east-west spine for people traveling within North Bend. Safety and connectivity for people walking and riding bicycles were identified as important by community members participating in community engagement activities. To help improve traffic safety and minimize maintenance costs, the city has implemented and has plans for several roundabouts along the corridor. The city has plans for extending a trail along the corridor from downtown to the Snoqualmie Valley Trail. As North Bend Way improvements are implemented, opportunities to implement further traffic safety improvements and network connections for people walking and riding bicycles should be prioritized.

**Right-of-Way needs.** For most of the corridor, there is sufficient available publicly owned right-of-way (ROW) to construct the full corridor improvements. The only location where additional ROW will need to be acquired is in the Tanner area.

**Development along the corridor.** Most of the anticipated development along the corridor is located within Segments 4 and 5. As development proceeds, the city should require developers to make approved improvements to their frontage. The City may wish to consider constructing public improvements across the remaining development gaps concurrently, to both encourage development and eliminate gaps within constructed infrastructure. This anticipated development interest is a key factor in establishing the phasing plan.

**Local and regional transportation and utility projects.** There are several projects planned along the North Bend Way corridor:

- Roundabout at North Bend Way / SE Mount Si Road Intersection
- North Bend Way/NW 8th Street Roundabout
- NW 8th Street Widening and Sidewalk between NBW and Bendigo Blvd (includes new Ribary Creek bridge)
- North Bend Way Rechannelization between SVT and Tanner Road
- SE 140th Street Sidewalk on North Side (North Bend Way to Tanner Falls Frontage)
- Bendigo Blvd. Traffic Reconfiguration (3rd Street to NBW)
- North Bend Way / Ballarat Ave All Way Stop or Traffic Signal
- Tanner Road Improvements (north of North Bend Way)
- North Bend Way (Western City Limits to SF Snoqualmie Bridge)



- North Bend Way (SF Snoqualmie Bridge to Park Street Roundabout)
- North Bend Way (Park Street Roundabout to Cedar Falls Way Roundabout)
- North Bend Way (Cedar Falls Way Roundabout to 436th Ave SE Roundabout)
- North Bend Way (436th Ave SE Roundabout to SE 140th Street)
- North Bend Way (SE 140th Street to 468th Ave SE)
- NBW Runoff into Mt. Si Motel (could be combined with roundabout project)

## Phasing recommendations

### Catalyst projects

Catalyst projects provide an opportunity for the city to implement a small-scale project that helps communicate larger scale possibilities along the North Bend Way project corridor. Three potential catalyst projects have been described below.

**Pedestrianization of Ballarat.** The short segment of Ballarat Avenue between North Bend Way and McClellan Street provides an opportunity for placemaking that significantly improves the experience of people visiting downtown North Bend. Specific improvements could include: furniture for sitting and outdoor dining, space for playing and gathering, or new plantings and decorative paving. These improvements could be implemented using tactical urbanism approach to validate the idea with the public before more permanent improvements are implemented.



**Gateway experience at west end of downtown.** In coordination with proposed improvements to Segment 1, the North Bend Way bridge over South Fork Snoqualmie River provides an opportunity to create a gateway experience for people entering North Bend from the west and a gathering space for people using the proposed shared use path along the north side of North Bend Way. While maintaining the proposed 2 general purpose lanes, placemaking strategies on this bridge structure include surface treatments to designate spaces for people and using lightweight objects to provide seating or further separate pedestrian space from vehicular traffic. At the east end of the bridge, the gateway experience includes an enhanced crossing of North Bend Way that includes a marked crosswalk, RRFB, and other features to shorten the crossing distance for pedestrians and bicyclists.



**Wayfinding update.** Wayfinding is an important feature that provides identity to a community in addition to helping people navigate. North Bend's existing wayfinding system suffers from deferred maintenance. New powdercoat should be applied to all the existing signs. Additionally, existing signs should be updated in terms of content and additional signs should be installed.

## Phasing of segments

There are many factors to consider when prioritizing the phasing for projects along a 5-mile corridor. The phasing outlined below is a starting point and should be revisited as development happens across the corridor, funding becomes available, and other projects can be leveraged. Additionally, in some cases specific components within a segment could be advanced as funding and support is available.

Phase	Segment	Supporting Rationale
1	<b>Segment 3:</b> Park Street to Cedar Falls Way Roundabout	<p><b>Balancing future traffic needs:</b> Along this segment, North Bend Way has recently been rebuilt. This plan calls for upgrading the Tanner Trail to meet standard and single location for undergrounding utilities. No other changes to the roadway are recommended. These improvements could be implemented at any time as funding is available.</p> <p><b>Right-of-Way needs:</b> None.</p> <p><b>Development along the segment:</b> Limited potential for additional new development.</p> <p><b>Adjacent projects:</b> None known at this time.</p>
2	<b>Segment 2:</b> South Fork Snoqualmie River to Park Street	<p><b>Balancing future traffic needs:</b> Proposed improvements along this segment are limited to reallocation of street space to eliminate a portion of the center turn lane to accommodate additional parking. Additional operational changes include limiting left turns and potentially limiting access from North Bend Way to perpendicular streets. Relative to other proposed improvements along North Bend Way, these changes are low-cost and quick to implement, however they require additional traffic modelling.</p> <p><b>Right-of-Way needs:</b> None.</p> <p><b>Development along the segment:</b> Limited potential for new development.</p> <p><b>Adjacent projects:</b> Planned intersection improvements</p>
3	<b>Segment 1:</b> Western city limits to South Fork Snoqualmie River	<p><b>Balancing future traffic needs:</b> Future traffic volumes are not expected to change significantly along this segment. Proposed improvements along this segment include a reallocation of the existing roadway to right-size the road to safely accommodate people walking and riding bicycles while still providing adequate space for the low volumes of traffic. These improvements could be implemented in phases: a near-term reconfiguration of the road space could be as simple as restriping the roadway; long-term improvements include removing portions of the existing roadway to create a vegetated buffer.</p> <p><b>Right-of-Way needs:</b> None.</p> <p><b>Development along the segment:</b> None.</p> <p><b>Adjacent projects:</b> Intersection improvements at NW 8<sup>th</sup> Street.</p>
4	<b>Segment 4:</b> Cedar Falls Way Roundabout to SE 140th Street	<p><b>Balancing future traffic needs:</b> Approximately 20% of this segment has been upgraded in conjunction with the development of Timberstone. Proposed improvements closely match these recent improvements with the inclusion of a center median island to limit where left turns can occur. Additional traffic studies may provide intersection specific needs as new developments are identified. Completion of the Tanner Trail and other active transportation improvements will reduce demand on limited roadway space.</p> <p><b>Right-of-Way needs:</b> Limited amount needed for the realignment of North Bend Way at the crossing of Snoqualmie Valley Trail.</p> <p><b>Development along the segment:</b> Significant potential for redevelopment along most of the segment. Opportunity to coordinate improvements to North Bend Way with future developments.</p> <p><b>Adjacent projects:</b> Intersection and corridor improvements.</p>
5	<b>Segment 5:</b> SE 140th Street to 468th Ave SE	<p><b>Balancing future traffic needs:</b> As development progresses along this corridor, demand is expected to increase. Additional traffic studies may provide further insights as new developments are identified. Extending a trail to the east end of the corridor paired with other active transportation improvements will reduce demand on limited roadway space.</p> <p><b>Right-of-Way needs:</b> None identified.</p> <p><b>Development along the segment:</b> Significant potential for redevelopment along most of the segment. Opportunity to coordinate improvements to North Bend Way with future developments.</p> <p><b>Adjacent projects:</b> Intersection and corridor improvements.</p>



## Funding sources and strategies

The availability of funding is critical to the phasing of improvements along North Bend Way. A variety of funding sources and strategies can be used to pay for the proposed improvements.

### Funding sources

**Developer contributions.** As development occurs along North Bend Way, developers can be required to make certain improvements to the roadway. Developers can only be required to pay for the portion of the improvement that is proportionate to their impact on the facility. As an alternative, the City can charge a “fee-in-lieu” which is intended to cover the developer’s share of the costs. However, requiring developers to construct improvements is preferable, as it results in greater certainty that the improvements will be made.

**Special assessments.** Special assessments allow local jurisdictions, with the agreement of property owners, to put into place additional property taxes to pay for specific capital projects or ongoing costs. A variety of special assessments are available to fund a range of improvements, including sidewalks, curbs, gutters, street lighting, parking structures, and downtown or commercial zone transportation improvements.

**Local Improvement District (LID).** This tool is typically used to pay for infrastructure improvements in a specific geographic area which collectively benefit people or property owners in that area. LIDs are particularly well-suited for projects that have a more localized special benefit and where property owners have sufficient resources, anticipated benefits and motivation to agree to participate in the LID. Segments 4 and 5 are ideal for this type of funding.

**Bonding.** Bonding is a method of financing construction projects by borrowing money and paying the borrowed sum with interest back over time. Funds could be obtained by general obligation bonds approved by voters, revenue bonds, or other debt financing. This method requires smaller regular payments than the full cost of the project, but increases the total cost of the project due to interest.

**Coordination with other projects.** There are other public projects planned along or adjacent to the North Bend Way corridor. Coordination with these projects may provide opportunities to share costs.

**Grant Programs.** Several grant programs from federal, state, and regional agencies can be used for improvements along North Bend Way, including:

#### Federal

Agency/Office	Program Name	Description	URL
USDOT / Federal Highway Administration (FHWA)	Active Transportation Infrastructure Investment Program (ATIIP)	The Active Transportation Infrastructure Investment Program (ATIIP) is a new competitive grant program created by Section 11529 of the Bipartisan Infrastructure Law (enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58) to construct projects to provide safe and connected active transportation facilities in active transportation networks or active transportation spines.	<a href="https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/">https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/</a>
USDOT / Federal Highway Administration (FHWA)	Advanced Transportation Technologies and Innovative Mobility Deployment	The Advanced Transportation Technologies and Innovative Mobility Deployment program, also known as ATTAIN, supports the implementation and operation of mobility-focused transportation technologies.	<a href="https://www.transportation.gov/rural/grant-toolkit/advanced-transportation-technologies-and-innovative-mobility-deployment">https://www.transportation.gov/rural/grant-toolkit/advanced-transportation-technologies-and-innovative-mobility-deployment</a>



USDOT / Federal Highway Administration (FHWA)	Federal Lands Access Program (FLAP)	The Federal Lands Access Program (Access Program) was established in 23 U.S.C. 204 to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands. The Access Program supplements State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators.	<a href="https://highways.dot.gov/federal-lands/programs-access">https://highways.dot.gov/federal-lands/programs-access</a>
USDOT / Office of the Secretary of Transportation (OST)	Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	The Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program funds capital investments in surface transportation that will have a significant local or regional impact, especially in areas of persistent poverty or historically disadvantaged, overburdened, or underserved communities.	<a href="https://www.transportation.gov/rural/grant-toolkit/rebuilding-american-infrastructure-sustainability-and-equity-raise">https://www.transportation.gov/rural/grant-toolkit/rebuilding-american-infrastructure-sustainability-and-equity-raise</a>
USDOT / Office of the Secretary of Transportation (OST)	Reconnecting Communities Pilot (RCP) Program	The Reconnecting Communities Pilot Program (RCP) funds planning and construction to remove, retrofit, or mitigate transportation facilities such as highways and rail lines that create mobility, access, or economic barriers to community connectivity.	<a href="https://www.transportation.gov/rural/grant-toolkit/reconnecting-communities-pilot-rcp-program">https://www.transportation.gov/rural/grant-toolkit/reconnecting-communities-pilot-rcp-program</a>
USDOT / Office of the Secretary of Transportation (OST)	Rural and Tribal Assistance Pilot Program	The Rural and Tribal Assistance Pilot Program aims to advance transportation infrastructure projects in rural and Tribal communities by providing early planning financial, technical, and legal advisory services and direct grants to eligible project sponsors.	<a href="https://www.transportation.gov/rural/grant-toolkit/rural-and-tribal-assistance-pilot-program">https://www.transportation.gov/rural/grant-toolkit/rural-and-tribal-assistance-pilot-program</a>
USDOT / Office of the Secretary of Transportation (OST)	Safe Streets and Roads for All (SS4A) Grant Program	The Safe Streets and Roads for All (SS4A) program funds a range of initiatives to prevent death and serious injury on multimodal roads and streets involving all roadway users.	<a href="https://www.transportation.gov/rural/grant-toolkit/safe-streets-and-roads-all-ss4a-grant-program">https://www.transportation.gov/rural/grant-toolkit/safe-streets-and-roads-all-ss4a-grant-program</a>
USDOT / Office of the Secretary of Transportation (OST)	Thriving Communities Program (TCP)	TCP funds organizations ("Capacity Builders") to provide technical assistance, planning, and capacity building support to disadvantaged and under-resourced communities, enabling them to advance transportation projects that support community-driven economic development, health, environment, mobility, and access goals.	<a href="https://www.transportation.gov/grants/thriving-communities">https://www.transportation.gov/grants/thriving-communities</a>
USDOT / Federal Transit Administration (FTA)	Pilot Program for Transit-Oriented Development (TOD) Planning	The Pilot Program for Transit-Oriented Development (TOD) Planning funds the integration of land use and transportation planning, economic development, accessibility, and multimodal connectivity, and mixed-use development in new capital projects.	<a href="https://www.transportation.gov/rural/grant-toolkit/pilot-program-transit-oriented-development-tod-planning">https://www.transportation.gov/rural/grant-toolkit/pilot-program-transit-oriented-development-tod-planning</a>

## State

Agency/Office	Program Name	Description	URL
Transportation Improvement Board (TIB)	Active Transportation Program (ATP)	The Active Transportation Program provides funding to improve pedestrian and cyclist safety, enhanced pedestrian and cyclist mobility and connectivity, or improve the condition of existing facilities.	<a href="http://www.tib.wa.gov/grants/grants.cfm">http://www.tib.wa.gov/grants/grants.cfm</a>
WSDOT	First Mile/Last Mile Connections grants	This program supports projects that help people connect with fixed-route public transportation services, including buses, ferries, rail, water taxis, tribal transit and rideshares.	<a href="https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/grant-programs-and-awards/first-mile-last-mile-connections-grants">https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/grant-programs-and-awards/first-mile-last-mile-connections-grants</a>
WSDOT	Pedestrian and Bicycle Program	The Pedestrian and Bicycle program objective is to improve the transportation system to enhance safety and mobility for people who choose to walk or bike.	<a href="https://wsdot.wa.gov/business-wsdot/support-local-programs/funding-programs/pedestrian-bicycle-program">https://wsdot.wa.gov/business-wsdot/support-local-programs/funding-programs/pedestrian-bicycle-program</a>



WSDOT	Safe Routes to School Program	The purpose of the Safe Routes to Schools Program (SRTS) is to improve safety and mobility for children by enabling and encouraging them to walk and bicycle to school. Funding from this program is for projects within two-miles of primary, middle and high schools (K-12).	<a href="https://wsdot.wa.gov/business-wsdot/support-local-programs/funding-programs/safe-routes-school-program">https://wsdot.wa.gov/business-wsdot/support-local-programs/funding-programs/safe-routes-school-program</a>
Washington State Department of Commerce	Traditional Financing	The Public Works Board (Board) is authorized by state statute (RCW 43.155). Its purpose is to loan and grant money to counties, cities, and special purpose districts to repair, replace, or create infrastructure.	<a href="https://www.commerce.wa.gov/building-infrastructure/pwb/pwb-financing/">https://www.commerce.wa.gov/building-infrastructure/pwb/pwb-financing/</a>
WSDOT	Transportation Alternatives	Transportation Alternatives (TA) projects and activities encompass smaller-scale transportation projects such as pedestrians and bicycle facilities, historic preservation, safe routes to school and other transportation-related activities.	<a href="https://wsdot.wa.gov/business-wsdot/support-local-programs/funding-programs/transportation-alternatives">https://wsdot.wa.gov/business-wsdot/support-local-programs/funding-programs/transportation-alternatives</a>
Transportation Improvement Board (TIB)	Urban Arterial Program (UAP)	The Urban Arterial Program funds projects in one of the following bands: Safety, Commercial Growth and Development, Mobility, and Physical Condition.	<a href="http://www.tib.wa.gov/grants/grants.cfm">http://www.tib.wa.gov/grants/grants.cfm</a>

### Regional

Agency/Office	Program Name	Description	URL
Puget Sound Regional Council (PSRC)	Transportation Improvement Program (TIP)	PSRC helps communities secure federal funding for transportation projects. PSRC conducts project selection processes for almost \$300 million each year in federal transportation dollars, and tracks awarded projects via a robust Project Tracking Program. Projects funded from a variety of sources are included in a rolling 4-year document called the Regional Transportation Improvement Program (TIP)	<a href="https://www.psrc.org/our-work/funding">https://www.psrc.org/our-work/funding</a>

### Funding strategies

**Require developers to fund frontage improvements.** As parcels redevelop along the corridor, require developers to pay for approved frontage improvements.

**Consider the implementation of a LID along the corridor.** Property owners may be willing and motivated to approve a LID to fund completion of segments or specific components (utility undergrounding) where other funding sources are not available. The timing of use of LIDs will depend on the overlap of property owner willingness and gaps in other funding sources.

**Pursue grant funding.** Grants from a variety of sources can be used opportunistically to leverage or supplement other local funding sources.







# City Council Agenda Bill

SUBJECT:	Agenda Date: February 6, 2024	AB24-018
<b>Motion Authorizing a Contract with Gray and Osborne, Inc. to Prepare an Alternatives Analysis Study Regarding the Gardiner Creek / NW 8<sup>th</sup> Street Flooding</b>	Department/Committee/Individual	
Cost Impact: N/A as the \$37,900 cost will be reimbursed to the City through the ULID	Mayor Mary Miller	
Fund Source: Storm Drainage Professional Services	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Vacant	
	Public Works – Mark Rigos, P.E.	X

**Attachments:** Exhibit A - Work Scope; Exhibit B – Rate Sheet; Exhibit C – Petitions; Exhibit D – ULID Boundary Map

## SUMMARY STATEMENT:

On November 1, 2023, the City of North Bend (“City”) received signed petitions from multiple property owners within city limits requesting formation of a new Utility Local Improvement District (“ULID”) in order to remedy the Gardiner Creek flooding situation on NW 8<sup>th</sup> Street. The road floods annually and the duration of flooding can last several days. The flooding occurs because the existing 42-inch diameter culvert conveying Gardiner Creek stream flow under NW 8<sup>th</sup> Street is vastly undersized. The culvert was constructed 7-8 decades ago. When there is a rainfall event during the winter or spring, the Gardiner Creek stream flow will often flow over the top of 8<sup>th</sup> Street and create flooding on the roadway.

The City is capable of designing and constructing the Gardiner Creek at NW 8<sup>th</sup> Street Culvert Replacement Project (“Project”). Attached as Exhibit A is a work scope from Gray and Osborne, Inc. (“G&O”) to prepare an Alternatives Analysis Study (“AAS”) that will include a conceptual design and cost estimate for each alternative considered. Alternatives include, among others, construction of a large box culvert or a bridge. The petitioning property owners are identified in the Gardiner Creek Flooding ULID (“GCFULID”) Table below. The GFCULID will be less controversial than the recent Meadowbrook Sewer ULID (formed in 2022 and 2023), because most if not all property owners in the GCFULID want this project done and want to pay for this project. Jeffrey Yee, representing Yee Capital Partners, and one of the property owners in the proposed ULID Boundary has not signed the ULID petition, however Mr. Yee has told City staff that he is supportive of this Project and is willing to pay his share. With Mr. Yee’s support, the percentage of property ownership support for this Project increases from 75.00% to 98.03%. The high level of support is excellent news.

**Gardiner Creek Flooding ULID Table**

#	Tax Parcel #	Address (North Bend, WA 98045)	Property Owner per Tax Records	Area of Property (acres)	City Zoning	Signed Petition	Who Signed	Contains Critical Areas
1	052308-9059	Vacant	90 NB Investments LLC	8.90	EP-1	Yes	Tyler Litzenberger	Yes
2	082308-9001	1307 NW 8th St	Victoria Bettes	38.67	EP-1	Yes	Frank Holland	Yes
3	092308-9027	Vacant	Victoria Bettes	6.59	EP-1	Yes	Frank Holland	Yes
4	082308-9004	Vacant	Victoria Bettes	25.20	EP-1	Yes	Frank Holland	Yes

# City Council Agenda Bill

5	052308-9016	Vacant	Yee Capital Partners LLC	24.37	EP-1	No	N/A	Yes
6	082308-9021	Vacant	Julia Maguire	1.08	EP-1	No	N/A	Yes
7	082308-9022	1525 NW 8th St	Julia Maguire	1.00	EP-1	No	N/A	Yes
			<b>Total Area =</b>	<b>105.81</b>				

Percentage of Property Area Signing Petition = 79.36 / 105.81 = **75.00%**

City staff have selected G&O as the engineering consultant to prepare the AAS for the following reasons:

1. G&O is one of the most qualified firms to prepare the AAS.
2. G&O has a solid track record working as the civil engineering firm for the City on many projects during the past decade.
3. G&O is the engineering firm also working on the Meadowbrook Sewer ULID, which is located in this area. As a result, they have some of the data necessary to perform this Project and are knowledgeable about Gardiner Creek and 8<sup>th</sup> Street constraints.

Once an AAS is completed, the City will then have a licensed appraiser prepare a Special Benefits Study (“SBS”) to determine how much each parcel within the proposed ULID area would benefit from the Project’s construction. The proportional costs of the Project will be compared with the benefits created for each parcel. The appraiser can then determine the preliminary assessment that would be due from each property owner if the ULID is formed. The SBS will be provided to the City’s Transportation and Public Works Committee and ultimately to City Council prior to a vote on the ULID formation. Engineering design and permitting is scheduled to occur within calendar years 2024 – 2025 and construction is planned to occur during either 2025 or 2026.

City Staff recommend this engineering contract with G&O be approved in order to perform the AAS.

**APPLICABLE BRAND GUIDELINES:** Consistent delivery of quality basic services including building healthy infrastructure.

**COMMITTEE REVIEW AND RECOMMENDATION:** This agenda bill was brought forward during the Transportation and Public Works Committee meeting on January 23rd, 2024 and was recommended for approval and placement on the Main Agenda for discussion.

**RECOMMENDED ACTION:** **MOTION to approve AB24-018, authorizing the Mayor to execute a contract with Gray and Osborne, Inc. to prepare an Alternatives Analysis Study to remedy the Gardiner Creek / NW 8<sup>th</sup> Street flooding, in a final form and content acceptable to the City Attorney, in an amount not to exceed \$37,900.**

## RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
February 6, 2024		

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CITY OF NORTH BEND GARDINER CREEK AT NW 8<sup>TH</sup> STREET ALTERNATIVES ANALYSIS**

#### **INTRODUCTION**

The City of North Bend has requested this scope of work and fee proposal to provide an alternatives analysis for the Gardiner Creek at NW 8<sup>th</sup> Street Culvert Replacement project. The analysis will identify the improvements needed to upgrade NW 8<sup>th</sup> Street and provide safe access across Gardiner Creek to include fish passage, two travel lanes, pedestrian facilities, utilities, and environmental mitigation. Gray & Osborne, Inc., (Engineer) will evaluate up to four alternatives and prepare preliminary layouts and cross-sections, project descriptions, advantages and disadvantages for each alternative, and planning-level cost estimates for City review. Final design, permitting, and construction are not scheduled at this time and are not included in this scope of work.

#### **BACKGROUND INFORMATION**

The project site was visited with City staff on November 16, 2023. The existing culvert is a round, 42-inch diameter corrugated metal pipe, age unknown. NW 8<sup>th</sup> Street connects to North Bend Way and provides access to the Nintendo of America facility, two single family homes located west of the creek, one constructed in 1950, the other 1961, according to King County records. Other large vacant parcels abut the road right-of-way.

Gardiner Creek flows north from Rattlesnake Mountain, beneath Interstate 90 (I-90) and into the floodplain of the South Fork Snoqualmie River. After passing beneath I-90, the creek flows through a relatively flat area for approximately 2,000 feet, then beneath NW 8<sup>th</sup> Street, then to the river, located over one mile further downstream. The majority of the riparian appears to be wetland. Overhead utilities are visible along the road, but there does not appear to be any underground utilities in the corridor.

From North Bend Way to just west of the Nintendo facility entrance, the street is paved, with a width of approximately 32 feet with a paved shoulder on the north side and curb, gutter, and sidewalk on the south side. Further west, the street drops 4-5 feet into the floodplain and is surfaced with a rough graveled/asphalted surface of 15-20 feet in width. The culvert is 30 feet in length and has about one foot of cover. A sink hole opened up some time ago on the south edge of the road, directly above the culvert, but it has been covered with a steel sheet and gravel. Visual inspection of the inside of the pipe indicates that it has separated and the portion beneath the road has settled 4-6 inches at the south edge of pavement. Soil is visible from the inside of the culvert and actively falling through the separated joint.

Discussions held in the field during our site visit included future road width and amenities; options for culvert replacement, including arch culvert(s), box culvert(s), spillway-type road, and a bridge; impacts to the adjacent stream and wetlands; property access during construction; environmental permitting; and construction methods. The future road cross-section would be 32 feet, including two travel lanes, 4-foot paved shoulder on the north side, and 5-foot sidewalk on one the south side. To minimize impacts to the adjacent wetlands, the road would be elevated and constructed between walls on both sides.

## **SCOPE OF WORK**

The Engineer will prepare an alternatives analysis discussing the challenges and costs for each alternative, presented in a technical memorandum for review by the City. Specific tasks include:

### **Task 1 – Project Management**

- A. Provide overall project management and oversight services including:
  - Dedicate sufficient staff resources to the project,
  - Oversee and manage subconsultants,
  - Oversee project budget and schedule,
  - Oversee monthly progress reports and invoices, and
  - Oversee one in-house quality assurance/quality control (QA/QC) meeting during the course of the design project.
- B. Ensure incorporation of relevant recommendations and suggestions into final memorandum resulting from QA/QC reviews.

### **Task 2 – Utility Information**

- A. The Engineer will request utility maps from utilities providing service in the corridor. Available information will be identified on drawing layouts.
- B. The Engineer will solicit information with regard to utilities in the area that might be candidates for replacement, upgrade, or extension of utilities into the area during potential road construction.

### **Task 3 – Project Meetings**

- A. Prepare for and attend up to two regularly scheduled project meetings with Public Works staff to discuss project progress, schedule, and proposed facilities.

**Task 4 – Permitting**

- A. The Engineer will identify probable permitting requirements/approvals. This work will only identify the required permits and will not detail specific design parameters to meet agency regulatory requirements.

**Task 5 – Alternatives Analysis and Draft Report**

The Engineer will develop and analyze up to four alternatives for replacing the existing round CMP culvert and improving the roadway. Analysis will include identifying the design elements and required tasks and challenges to complete the design and permitting for each alternative. Analysis will include general advantages and disadvantages of each alternative.

- A. Utilizing existing information, identify peak flows and flood inundation levels.
- B. Develop a corridor base map using available topographic and right-of-way information. Identify available utility information. Identify conceptual cross-sections and physical constraints such as utility conflicts, topography, critical areas, etc.
- C. Evaluate up to four alternatives. Prepare figures and layouts for each alternative and identify advantages and disadvantages. The following alternatives will be evaluated:
  - a. Replacing the culvert with an arched culvert and elevating the road surface with retaining walls on each side.
  - b. Replacing the culvert with a concrete box culvert and elevating the road surface with retaining walls on each side.
  - c. Replacing the culvert with a bridge and elevating the road surface with retaining walls on each side, except at the bridge.
  - d. Replacing the culvert with a concrete-surface depressed road and culvert and elevating a portion of the road surface with retaining walls on each side. The depressed section would create an overflow path for very large runoff events.
  - e. Independent of the alternative, evaluate up to three different types of structural wall.
- D. Compile the information into a draft report/technical memorandum, including drafts of all sections with figures.

- E. Conduct a QA/QC meeting at the conceptual phase of the project. Incorporate all relevant review comments. Revise layouts and figures to reflect relevant review comments.
- F. Submit draft report to City for review. Review comments will be incorporated into the final report.

#### **Task 6 – Final Report**

- A. Prepare final figures, layouts, and descriptions for each alternative.
- B. Prepare final planning-level cost estimates for each alternative.
- C. Prepare recommendations for the preferred alternative.
- D. Conduct a QA/QC meeting at the final phase of the project. Incorporate all relevant review comments. Revise layouts and figures to reflect relevant review comments and incorporate into the final report.
- E. Submit final report to City for review. Review comments will be incorporated into the final report.

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

- A. Conduct one QA/QC review prior to submitting the draft technical memorandum to the City. QA/QC will include review by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of the product.

#### **DELIVERABLES**

At the conclusion of the design effort and during the course of the project as applicable, the Engineer will deliver to the City the following documents:

- One electronic set of draft and final reports.
- Two hard copies of draft and final reports.

## BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, will not be exceeded without prior written authorization of the City. The budget assumes that the project will be complete by December 2024.

## PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

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

1. City will provide overall coordination and approval of the project, including timely review of all submittals.
2. City will provide copies of any existing documents including utility as-builts, plans, past studies, groundwater and soils information, and other such records that may be available for review.
3. Final design, permitting, and construction are not scheduled at this time and are not included in this scope of work.
4. It is assumed that the analysis work can be accomplished without completing a topographic survey for the area and therefore, no survey work is included. NOTE: Some survey work in the corridor has been completed by the Engineer for the Meadowbrook Sewer ULID and may be used for this analysis. Otherwise, topographic information will be obtained from available LiDAR information.
5. Establishment of right-of-way and property boundaries is not included; however, boundaries shown on the figures will be approximated from available resources, such as an assessor's map.
6. It is assumed that access onto private property, if required, will be obtained by the City and that the Engineer can proceed without delays relating to access restrictions.
7. This scope of work assumes that geotechnical investigation is not necessary at this level; therefore, no work for exploring the underlying soils is included.

8. This scope of work assumes that environmental work, such as wetland delineation, biological assessments, critical areas studies, etc., are not necessary at this level; therefore, no environmental work is included.

## EXHIBIT B

**ENGINEERING SERVICES**  
**SCOPE AND ESTIMATED COST**

*CITY OF NORTH BEND - GARDINER CREEK AT NW 8TH STREET ALTERNATIVES ANALYSIS*

Tasks	Principal Hours	Project Manager/Project Engineer Hours	Civil Eng. Hours	Structural Eng. Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management	4		2	8	
2 Utility Information			4		4
3 Project Meetings	4		4		
4 Permitting			4	8	
5 Alternatives Analysis and Draft Report	2		24	40	
6 Final Report	2		16	32	16
7 QA/QC	4		4	4	2
Hour Estimate:	16	54	92	26	36
Fully Burdened Billing Rate Range:*	\$150 to \$245	\$140 to \$245	\$115 to \$180	\$120 to \$220	\$65 to \$175
Estimated Fully Burdened Billing Rate:*	\$205	\$205	\$145	\$210	\$125
Fully Burdened Labor Cost:	\$3,280	\$11,070	\$13,340	\$5,460	\$4,500
Total Fully Burdened Labor Cost:			\$ 37,650		
Direct Non-Salary Cost:					
Mileage & Expenses (Mileage @ current IRS rate)			\$ 150		
Printing			\$ 100		
<b>TOTAL ESTIMATED COST:</b>			<b>\$ 37,900</b>		

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



**FORMAL PETITION TO CREATE A  
UTILITY LOCAL IMPROVEMENT DISTRICT  
CITY OF NORTH BEND  
KING COUNTY, WASHINGTON**

To: North Bend City Council  
PO Box 896  
North Bend, WA 98045

We, the undersigned, do respectfully petition the City of North Bend to form a Utility Local Improvement District (ULID) for the purposes of: (i) a Gardner Creek box culvert; and (ii) NW 8<sup>th</sup> Street road improvements from the North Bend Way intersection across to the toe of the steep slope west of the box culvert, as depicted on the attached ULID Boundary Map. The terms of the street improvements shall be subject to compliance with City of North Bend Comprehensive Plan designations, zoning, and other development standards and impact mitigation requirements. The undersigned, according to the records of the King County Assessor, are owners of property representing at least fifty percent (50%) of the area of land within the boundaries of the proposed ULID.

We further petition that all costs and said improvements, including engineering, legal, publication, preparation of assessment rolls, and other incidental costs, be paid by assessments to be levied upon the property within said ULID, as provided by law, said assessments to be paid into the revenue bond fund for the District and to be used for the purpose of payment of the principal and interest for revenue bonds to be issued for a thirty-year period. It is understood that actual assessments may vary from assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvements add to the property.

Owner Name	Mailing Address	Tax Parcel No.	Signature and Date
90 NB INVESTMENTS LLC <i>John R. Tenant Trust Carol Ann Tenant TIE</i>	11411 NE 124th St #190 Kirkland, WA 98034 <i>3325 Sunset Ct OAK VIEW, CA 93022-9626</i>	052308-9059  0823089001 0923089027	<i>Carol M. Donnelly 10/20/2023</i>
Victoria T. Bettes	225 Sydneys Ave S. North Bend, WA 98045	0823089001 0923089027	<i>Victoria Bettes 10/24/23</i>

**FORMAL PETITION TO CREATE A  
UTILITY LOCAL IMPROVEMENT DISTRICT  
CITY OF NORTH BEND  
KING COUNTY, WASHINGTON.**

To: North Bend City Council  
PO Box 896  
North Bend, WA 98045

We, the undersigned, do respectfully petition the City of North Bend to form a Utility Local Improvement District (ULID) for the purposes of: (i) a Gardner Creek box culvert; and (ii) NW 8<sup>th</sup> Street road improvements from the North Bend Way intersection across to the toe of the steep slope west of the box culvert, as depicted on the attached ULID Boundary Map. The terms of the street improvements shall be subject to compliance with City of North Bend Comprehensive Plan designations, zoning, and other development standards and impact mitigation requirements. The undersigned, according to the records of the King County Assessor, are owners of property representing at least fifty percent (50%) of the area of land within the boundaries of the proposed ULID.

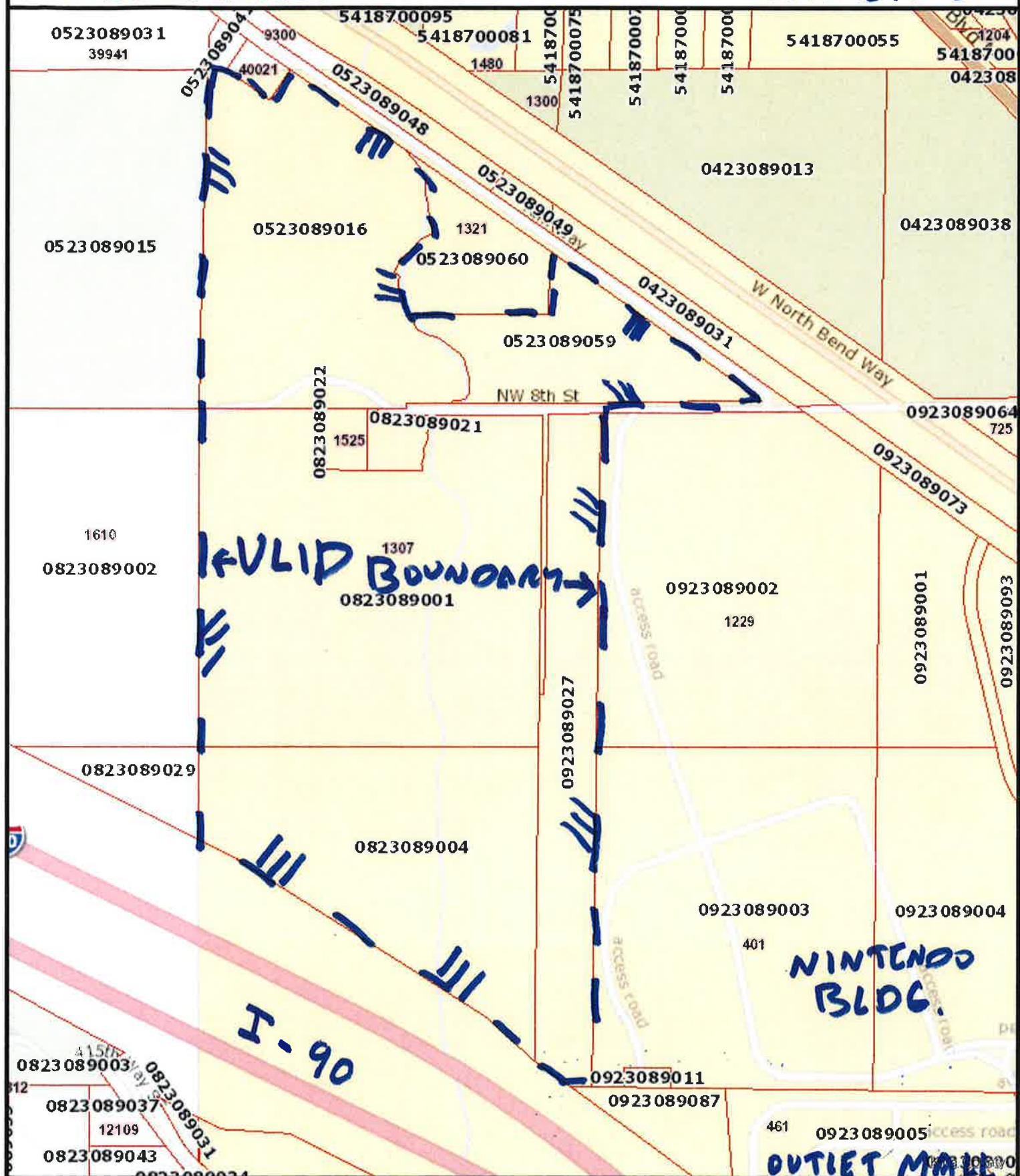
We further petition that all costs and said improvements, including engineering, legal, publication, preparation of assessment rolls, and other incidental costs, be paid by assessments to be levied upon the property within said ULID, as provided by law, said assessments to be paid into the revenue bond fund for the District and to be used for the purpose of payment of the principal and interest for revenue bonds to be issued for a thirty-year period. It is understood that actual assessments may vary from assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvements add to the property.

Owner Name	Mailing Address	Tax Parcel No.	Signature and Date
90 NB INVESTMENTS LLC	11411 NE 124th St #190 Kirkland, WA 98034	052308-9059	<i>Tyler J. Penberger</i> 10/1/23
Frank Holland	9829 NE 13 <sup>th</sup> Bellevue WA 98004	0823089001 0923089027	<i>Frank Holland</i> 10/23/23

# ULID BOUNDARY MAP King County iMap

Council Packet February 6, 2023

EXHIBIT D



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Date: 1/23/2024

Notes:



King County

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