



CITY COUNCIL MEETING*

February 20, 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 February 6, 2024	1
2) Payroll	February 5, 2024 – 28768 through 28773, in the amount of \$372,833.72	
3) Checks	February 20, 2024 – 75173 through 75258, in the amount of \$1,358,740.70	
4) AB24-019	Ordinance – Amending Taxes, Rates & Fees Schedule RE Building Permit Fees Mr. Mercer	7
5) AB24-020	Resolution – Approving Development Agreement with Peak View Mr. McCarty	11
6) AB24-021	Motion – Authorizing Contract with Terracon for Geotechnical Support Mr. Rigos	37

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

7) Proclamation	Twin Peaks Day	Mayor Miller	45
8) Presentation	Recent Power Outage Updates	Mr. Larson, PSE Local Government Affairs	

COMMISSION AND COMMITTEE REPORTS:

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

INTRODUCTIONS:

9) AB24-022	Ordinance – Amending Taxes, Rates & Fees Schedule RE Solid Waste & Recycling Rates	Mr. Rigos	47
10) AB24-023	Motion – Authorizing MOU RE Snoqualmie Valley Economic Alliance	Mr. Henderson	57

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

ADJOURNMENT:



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

Those wishing to access the meeting by teleconference will be required to have a registered Zoom account and display your full name to be admitted to the online meeting.

Zoom Meeting Information:

To Sign Up for a Zoom Account: <https://zoom.us/join>

Meeting ID: 881 2610 1456

Password: 658184

Call In Phone Number: 1-253-215-8782

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NORTH BEND CITY COUNCIL MINUTES

February 6, 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.

Members of Cub Scout Pack 452 led the Flag Salute.

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

Mayor Miller announced a Police Department Update from Police Chief Lynch was added to tonight's agenda after Item #11 – Presentation of ACI Award for Torguson Skate Park.

Councilmember Elwood **MOVED**, seconded by Councilmember Rustik to pull AB24-016 – Ordinance Amending NBMC Title 15 Buildings & Construction from the Consent Agenda and place on the Main Agenda for discussion. The motion **PASSED** 6-1 (Joselyn).

CONSENT AGENDA:

Minutes – City Council Meeting of January 16, 2024 & Council Workstudy of January 23, 2024

Payroll – January 19, 2024 – 28762 through 28767, in the amount of \$313,044.98

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

AB24-010 – Resolution 2098 Accepting PW Covered Equipment Shelter Project

AB24-011 – Resolution 2099 Authorizing DOE Grant for Shoreline Access Planning

AB24-012 – Motion Authorizing On-Call Contract with BHC Consultants

AB24-013 – Resolution 2100 Authorizing WA TIB Grant Agreement for 2024 Overlay Project

AB24-014 – Motion Authorizing Contract with DCG/Watershed

AB24-015 – Motion Authorizing Reimbursement to Si View MPD RE Tennant Trailhead Park Project

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

CITIZEN'S COMMENTS:

Gary Stotler, 1262 Haystack Ave. SE, commented on the recent power outage as a result of icy/windy weather and requested the City reach out to Puget Sound Energy to see if

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they had a plan to address shortcomings of the power grid in the Upper Snoqualmie Valley. Additionally, he mentioned a recent email he sent to Senator Hopkins about WSDOT's lack of maintenance on I-90 between Issaquah and Snoqualmie Pass.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Presentation – ACI Award – Torguson Skateboard Park

Audio: 11:12

Bruce Chapman of American Concrete Institute presented an International Award of Excellence in Concrete Construction – 1st Place in Decorative Concrete Category to the City for Torguson Skateboard Park.

Presentation – Police Department Update

Audio: 15:42

Snoqualmie/North Bend Police Chief Lynch provided an update on criminal activity in the City which included details of recent incidents, crime statistics, statewide increase in crime and proposed solutions.

INTRODUCTIONS:

AB24-017 – Motion Approving North Bend Way Complete Streets Corridor Plan

Audio: 50:27

Community & Economic Development Director Deming provided the staff report. Consultant Fred Young of Parametrix provided a presentation on the North Bend Way Complete Streets Corridor Plan.

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Councilmember Gothelf **MOVED**, seconded by Councilmember Koellen to approve AB24-017, approving the North Bend Way Complete Streets Corridor Plan. The motion **PASSED** 7-0.

AB24-018 – Motion Authorizing Contract with G&O RE Gardiner Creek NW 8th Street Flooding

Audio: 1:11:19

Deputy Public Works Director Mohr provided the staff report.

The following individual commented on the agenda item:

Jeffrey Yee, 12117 SE 261st Court, Kent

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Councilmember Koellen **MOVED**, seconded by Councilmember Joselyn 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 8th Street flooding, in a final form and content acceptable to the City Attorney, in an amount not to exceed \$37,900. The motion **PASSED** 7-0.

AB24-016 – Ordinance 1803 Amending NBMC Title 15 Buildings & Construction

Audio: 1:11:19

Community & Economic Development Director Deming provided the staff report.

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

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

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Elwood addressed recent power outages and commented power companies needed to be proactive with maintaining the power grid and suggested the item go to a future Public Health & Safety Committee meeting for discussion. Additionally, he suggested merchant engagement regarding crime and encouraged all to report suspicious activities.

Councilmember Torguson thanked the Snoqualmie/North Bend Police Department for all of their recent efforts regarding crime and agreed with Councilmember Elwood's suggestion regarding the discussion on power outages being added as an agenda item to a future Public Health & Safety Committee meeting. Additionally, she commented on how wonderful it was that Torguson Skateboard Park received international recognition.

Councilmember Koellen addressed the recent increase in criminal activity and noted the Snoqualmie/North Bend Police Department were doing the best they could with the tools they are allowed under state law. She encouraged those wishing to comment on the issue to contact their legislative representatives.

Councilmember Tremolada echoed fellow Councilmembers comments about the recent increase in criminal activity and encouraged neighborhood engagement regarding the issue. He encouraged all to report suspicious activity in order to send the message that criminal activity wasn't welcome in the City.

Councilmember Joselyn thanked consultant Parametrix for their work on the North Bend Way Complete Streets Corridor Plan and City staff for providing a special yard waste

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recycling event for city residents. Additionally, he thanked City staff for their role in the soon to be opened Tennant Trailhead Park and addressed Council roles in public meetings, particularly the upcoming Council Retreat and concluded by sharing a quote from Anne Macfarlane of Jurassic Parliament and sharing founding principles of Eastside Fire & Rescue.

Councilmember Rustik thanked Cub Scout Pack 452 for leading the flag salute and encouraged those interested in the road conditions on I-90 to contact WSDOT to share their thoughts.

Councilmember Gothelf thanked Councilmember Joselyn for his comments regarding this weekend's Council Retreat and noted he looked forward to receiving fellow Councilmember's input and discussions on future work plans. Additionally, he noted Eastside Fire & Rescue had personnel that were available to come out and assess properties that were a part of the Wildland Urban Interface.

City Administrator Miller reported the first class of the North Bend Citizen's Academy on City History and Operational Overview was held last night.

Mayor Miller spoke regarding the following items:

- Passing of 2018 Citizen of the Year Burt Mann
- Weekend Westbound Highway 18 Closures
- Report on February 3rd Special Yard Waste Recycling Event
- North Bend Downtown Foundation Clean-Up Event – Wednesday, February 14th @ 9 a.m.
- City Council Retreat – Saturday, February 10th 9 a.m. – 4:30 p.m. @ City Hall

EXECUTIVE SESSION:

Mayor Miller recessed the regular meeting for an Executive Session at 8:49 p.m. to discuss collective bargaining negotiations, pursuant to RCW 42.30.140(4) and property acquisition, pursuant to RCW 42.30.110(1)(b). No action was anticipated as a result of the Executive Session, which was expected to last twenty minutes and videotaping of the meeting ceased.

The regular meeting reconvened at 9:09 p.m.

ADJOURNMENT:

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

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The meeting adjourned at 9:10 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk

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City Council Agenda Bill

SUBJECT:		Agenda Date: February 20, 2024		AB24-019	
Ordinance Amending the Taxes, Rates, and Fees Schedule Relating to Building Permit Fees		Department/Committee/Individual			
		Mayor Mary Miller			
		City Administrator – David Miller			
		City Attorney – Kendra Rosenberg			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – Rebecca Deming		X	
		Finance –			
Fund Source: N/A		Public Works – Mark Rigos			
Cost Impact: N/A					
Timeline: Immediate					
Attachments: Ordinance					
<p>SUMMARY STATEMENT:</p> <p>On February 6, 2024, the City Council adopted the updated State Building and Construction Code. This year the State is adopting a new Wildland-Urban Interface Code. The attached proposed Ordinance amends North Bend Municipal Code (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 of the NBMC 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.</p> <p>The new Wildland-Urban Interface Code will trigger additional City plan 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.</p>					
<p>APPLICABLE BRAND GUIDELINES: Sustainably Managed Growth</p>					
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this item at their May 16, 2023, and January 16, 2024, meetings as part of the Building Code Amendment, and recommended approval and placement on the Consent Agenda.</p>					
<p>RECOMMENDED ACTION: MOTION to approve AB24-019, an ordinance amending the Taxes, Rates, and Fees Schedule related to Building Permit Fees, as a first and final reading.</p>					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
February 20, 2024					

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AMENDING CERTAIN BUILDING AND CONSTRUCTION FEES; AMENDING THE CITY'S TAXES, RATES AND FEES SCHEDULE RELATING TO BUILDING AND CONSTRUCTION FEES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the State's adoption of the new Wildland-Urban Interface Code will trigger additional reviews and inspections by the City; and 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's reroof permit 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 comply with the State Wildland-Urban Interface Code; and

WHEREAS, the City desires to amend its building and construction fees, and to update its Taxes, Rates and Fees Schedule accordingly;

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

Section 1. Building and Construction Fees, Amended: The following building and construction fees authorized by North Bend Municipal Code Section 15.31.010 shall be amended as follows:

Reroof (nonstructural)	Residential \$150 <u>\$360</u>	Commercial Based on project evaluation
WSBCC Surcharge	\$6.50 on each residential building permit issued, plus an additional surcharge of \$2.00 for each residential unit in a multi-unit building, but not including the first unit. \$25.00 on each commercial building permit. The WSBCC Surcharge shall be the current rate as established by the Washington State Building Code Council.	

Section 2. Taxes, Rates and Fees Schedule, Amended: The City Clerk is directed to update the Building and Construction Fees, as set forth in Section 1 of this Ordinance, in the next update to the City's Taxes, Rates and Fees Schedule.

Section 3. 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 4. 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 20TH DAY OF FEBRUARY, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: February 20, 2024		AB24-020	
Resolution Authorizing a Development Agreement with Peak View, LLC		Department/Committee/Individual			
		Mayor Mary Miller			
		City Administrator – David Miller			
		City Attorney – Kendra Rosenberg			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – Rebecca Deming		X	
		Finance –			
Cost Impact: N/A		Public Works – Mark Rigos			
Fund Source: N/A		Principal Planner Mike McCarty		X	
Timeline: Immediate					
Attachments: Resolution, Exhibit A - Development Agreement with Peak View, LLC, Planning Commission Report and Recommendation					
SUMMARY STATEMENT:					
<p>RCW 36.70B.170 and North Bend Municipal Code Section 18.27.010 authorizes the City to enter into a development agreement with a person having ownership or control of real property within its jurisdiction. Bendigo Properties, L.L.C., the developer of the Snoqualmie Valley Athletic Complex now known as the Sirius Sports Complex, has sold the facility to Peak View, LLC who now owns or controls the property.</p> <p>The original Development Agreement approved by the City Council on October 18, 2016, enabled Bendigo Properties, L.L.C., to phase the project, constructing the ballfields and certain supporting infrastructure in the first phase ahead of availability of sewer, and then construct a later second phase that would include a building housing indoor sports courts and other supporting infrastructure, upon construction of a sewer line.</p> <p>The 1st Amendment to the Development Agreement, approved by the City Council on January 7, 2020, enabled Bendigo Properties, L.L.C., to serve the project with required sewer connection through participating in the Meadowbrook Sewer Utility Local Improvement District rather than constructing an independent sewer line themselves.</p> <p>The 2nd Amendment to the Development Agreement with Bendigo Properties, L.L.C., extended the time that the developer is required to construct vault toilet facilities serving the development, from October 31, 2021, to October 31, 2024, if sewer is not installed, through the approved Utility Local Improvement District. Additionally, the 2nd Amendment extended the overall duration of the Development Agreement to June 30, 2025, to give the time necessary to meet the obligations for vault toilet facilities construction.</p> <p>Due to the change in ownership, staff is recommending the city enter into a new Development Agreement for the Snoqualmie Valley Athletic complex with Peak View, LLC. The Development Agreement addresses existing remaining obligations under Phase 1, establishes development obligations in Phase 1A should Phase 2 improvements not occur, and addresses requirements for Phase 2 of the complex. Phase 2 will consist of an approximately 75,000 square foot indoor athletic facility to include lobby, basketball courts and/or racquetball courts, and restrooms. Peak View LLC will also design and build water and sewer systems for the building and connect them to the City’s sewer line when it is completed.</p> <p>The obligations under the new Development Agreement with Peak View, LLC, will have a term through December 31, 2026, consistent with the estimated completion date of the sewer system.</p> <p>Because this project will result in positive economic development consistent with the City’s brand statement, staff supports this Development Agreement with Peak View, LLC. The Planning Commission held a public hearing on the Development Agreement at their February 7, 2024 meeting (continued from</p>					

City Council Agenda Bill

the January 17 meeting cancelled due to weather). No comment was received at the hearing. Following the hearing, the Planning Commission provided a recommendation of approval.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management; Commitment to invest in the City; Sustainably managed growth.		
COMMITTEE REVIEW AND RECOMMENDATION: The Community & Economic Development Committee reviewed the draft DA (ahead of Planning Commission review and public hearing) at their January 16, 2024 meeting and recommended placing on the Consent Agenda for approval, pending final Planning Commission recommendation.		
RECOMMENDED ACTION: MOTION to approve AB24-020, a resolution approving the Development Agreement between the City of North Bend and Peak View LLC.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 20, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH BEND AND PEAK VIEW, L.L.C. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, RCW 36.70B.170 and North Bend Municipal Code (“NBMC”) Section 18.27.010 authorizes the City to enter into a development agreement with a person having ownership or control of real property within its jurisdiction; and

WHEREAS, Peak View, L.L.C. (“Developer”) owns or controls approximately 12 acres of land located between Bendigo Boulevard and Boalch Avenue NW, immediately south of Gardiner Creek (the “Property”); and

WHEREAS, a prior Development Agreement authorized the previous property owner to construct ballfields and certain supporting infrastructure, which is to be completed by the Developer and which will result in an athletic complex on the Property with four multi-purpose fields and one indoor athletic facility (the “Project”); and

WHEREAS, the original Development Agreement for the project, approved by the City Council on October 18, 2016, enabled Bendigo Properties, L.L.C. to phase the Project, constructing the ballfields and certain supporting infrastructure in the first phase ahead of availability of sewer, and then construct a later second phase that would include a building housing indoor sports courts and other supporting infrastructure, upon construction of a sewer line; and

WHEREAS, the 1st Amendment to the Development Agreement, approved by the City Council on January 7, 2020, enabled Bendigo Properties, L.L.C. to serve the Project with required sewer connection through participating in the Meadowbrook Sewer Utility Local Improvement District rather than constructing an independent sewer line themselves; and

WHEREAS, the 2nd Amendment to the Development Agreement with Bendigo Properties, L.L.C. extended the time that the Developer is required to construct vault toilet facilities serving the development, from October 31, 2021, to October 31, 2024, if sewer is not installed through the approved Utility Local Improvement District (“ULID”), and extended the overall duration of the Development Agreement to June 30, 2025; and

WHEREAS, Bendigo Properties, L.L.C. sold the project to Peak View, L.L.C. who now owns or controls the property; and

WHEREAS, City staff recommend a new Development Agreement with Peak View,

L.L.C. to transfer obligations of the previous Development Agreement with Bendigo Properties L.L.C. and its associated 1st and 2nd Amendments to new owner Peak View, L.L.C, including completion of existing remaining Project obligations under Phase 1, addressing site improvements necessary to complete Phase 1 of the Project consistent with development obligations of the North Bend Municipal Code should Phase 2 not occur (a Phase 1A), and requirements for Phase 2 of the Project; and

WHEREAS, Phase 2 of the Project will consist of an approximately 75,000 square foot indoor athletic facility to include lobby, basketball courts and/or racquetball courts, restrooms, and water and sewer systems for the building, and connecting them to the City's sewer line when it is completed; and

WHEREAS, the Project obligations under the new Development Agreement with Peak View, LLC, will have a term through December 31, 2026, consistent with the estimated completion date of the sewer system; and

WHEREAS, RCW 36.70B.200 requires that a development agreement be approved by ordinance or resolution after a public hearing; and

WHEREAS, the North Bend Planning Commission held a public hearing on the Development Agreement with Peak View L.L.C. on February 7, 2024, wherein the Commission did not receive any public comments, and provided a recommendation of approval following the public hearing.

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

Section 1. Approval and Authority to Execute: The City Council of the City of North Bend hereby approves the Development Agreement between the City of North Bend and Peak View L.L.C., in the form attached hereto as Exhibit A, and authorizes the Mayor to execute and administer the same.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF FEBRUARY, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF NORTH BEND
AND Peak View, L.L.C.
FOR THE
SNOQUALMIE VALLEY ATHLETIC COMPLEX**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between the City of North Bend, a municipal corporation of the State of Washington (“the City”) and Peak View, L.L.C., a limited liability company organized under the laws of the State of Washington (“Developer”).

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, this form of development is consistent with North Bend’s Comprehensive Plan goals and policies for this area; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use and mitigation of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by local government planning under chapter the Growth Management Act (RCW 36.70B.170(1)); and

WHEREAS, Bendigo Properties, L.L.C constructed four athletic fields and an athletic facility complex in the Neighborhood Business-2 zoning district in the City of North Bend located at 1422 Bendigo Boulevard N. in North Bend (the “Property” or the “Project”) consistent with a Development Agreement (“Original Agreement”) approved by the North Bend City Council on October 18, 2016 after a public hearing; and

WHEREAS, the Original Agreement enabled Bendigo Properties to phase the Project, constructing the ballfields and certain supporting infrastructure in the first phase ahead of availability of sewer, and then construct a later second phase that would include a building housing indoor sports courts and other supporting infrastructure, upon construction of a sewer line; and

WHEREAS, the City of North Bend authorized a First Amendment to the Development Agreement with Bendigo Properties LLC on January 7, 2020, which authorized Bendigo Properties to serve the Project with required sewer connection through participating in the Meadowbrook Sewer Utility Local Improvement District (“Meadowbrook ULID”) rather than constructing an independent sewer line; and

WHEREAS, the City of North Bend authorized a Second Amendment to the Development Agreement with Bendigo Properties LLC on October 20, 2021, which (1) extended the time for completion of the Project to time to June 30, 2025 and (2) extended the time for the construction vault toilet facilities serving the development to October 31, 2024, if sewer is not installed, given the timeframe necessary for the City's completion of the sewer line serving this area through the Meadowbrook ULID; and

WHEREAS, after the City authorized a Second Amendment to the Development Agreement with Bendigo Properties LLC, Peak View, LLC purchased the Property subject to the requirements in the Development Agreement, as amended; and

WHEREAS, the City of North Bend has determined that Phase 1 of the Project is now largely complete, with Peak View, LLC needing to finish identified items on a checklist provided on October 11, 2023, and complete submittals of easements and other Phase 1-related documents; and

WHEREAS, the Meadowbrook ULID timeline has been extended, therefore, requiring additional time for Peak View, LLC to construct the necessary improvements, and as a result the City desires to extend certain obligations under the Development Agreement to December 31, 2026; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. The Project Site. The Project Site is approximately 12 acres of land located immediately south of Gardiner Creek east of Bendigo Boulevard (SR-202) and west of Boalch Avenue NW, comprised of King County Tax Parcel Nos. 0423089036, 5418700030, 5418700005, 5418700025, 5418700010, 5418700020, and more particularly described in the attached **Exhibit A**.

2. The Project. The Project is the development and use of the Project Site as an athletic complex with approximately four multi-purpose fields and one indoor athletic facility, hereafter referred to as the "SVAA Athletic Complex." The Project is to be completed in two (2) phases, with the items remaining below as follows:

A. Phase 1 remaining obligations to be completed by March 30, 2024:

1. Complete all tasks identified on the Phase 1 completion punch list prepared by Daniel Turple, dated October 11, 2023, attached hereto as Exhibit F.
2. Complete installation of dugout roofs consistent with the approved construction plans, dated May 18, 2021, or the Developer shall submit a letter to the City indicating they no longer wish to install this item.
3. Complete batting/pitching cages wall screening and roof barriers, consistent with the approved construction plans, dated May 18, 2021, or submit a letter from the Developer indicating they no longer wish to install the wall and roof screening of the batting/pitching cages.

4. Remove the unpermitted shipping container that appears to be used for construction storage and concession stand. A structure may be authorized subject to all required permits and approvals.
5. Complete installation of black wire mesh ball-stop safety barrier atop the field/backstop fencing.
6. Record right of way conveyance to the City for the additional right-of-way along 14th Street, as noted on Note 10 on Sheet C4.52 of the approved Construction Plans, dated May 18, 2021.
7. Record revised drainage easements, per notes 4 and 5 on sheet C4.52 of the approved Construction Plans, dated May 18, 2021.
8. Prepare public water easement for City review and acceptance prior to recording by the City.
9. Record critical area tract and Native Growth Protection Easement identified on the approved Phase 1 Construction Plans dated May 18, 2021, and consistent with the City's Critical Area regulations in NBMC 14.05.210 and 14.05.220.
10. Submit Stormwater Declaration of covenant for City review, and recording upon approval.
11. Submit stormwater facility maintenance easement for swales on the property along Boalch Avenue for City review, and recording upon approval.
12. Submit Landscape maintenance agreement and maintenance security for Phase 1 plantings of the approved Construction Plans dated May 18, 2021, and consistent with requirements of NBMC 18.18.150.
13. Submit Critical area maintenance security for critical area plantings per the approved Construction Plans dated May 18, 2021, and consistent with requirements of NBMC 14.05.090.
14. Submit Critical area inspection report prepared by a qualified Critical Areas biologist, consistent with note 3.7 of the December 15, 2020 Critical Areas Report, including a punch list of any required corrections.
15. Submit as-builts and GIS layers for review and approval.
16. Prepare bill of sale for presentation to the City Council.
17. Submit infrastructure maintenance bond for Phase 1 improvements. Upon acceptance of the maintenance bond, City staff will provide for release of the Phase 1 performance bond.
18. Should the Developer fail to satisfy completion of the Remaining Phase 1 obligations identified in this section by March 30, 2024, the City may, but is not obligated to, revoke the Temporary Certificate of Occupancy for the project.

B. Phase 1A to be completed by December 31, 2026:

1. Construct street frontage improvements along the entire Bendigo Boulevard property frontage consistent with the approved May 18, 2021 Construction Plans, providing an 8-foot wide meandering asphalt trail. The trail shall connect to the sidewalk on NW 14th Street.
2. Underground overhead utility lines on NW 14th Street and Bendigo Boulevard consistent with the approved May 18, 2021 Construction Plans.

3. Should the Phase 2 building not be constructed, submit a landscape plan for landscaping remaining undeveloped areas of the site consistent with NBMC 18.18, and upon approval of such plan, install required landscaping.
 4. Construct a men's and women's restroom facility (conceptual plan for which is attached hereto as Exhibit E) to be connected to the municipal water and sewer systems, unless restroom facilities are constructed with the building to be completed in Phase 2.
 5. Developer shall execute an Assignment of Developer Extension Agreement to be signed with the City and complete and record all necessary bills of sale.
- C. If Developer in its sole discretion moves forward with Phase 2, Phase 2 to be completed by December 31, 2026:
1. Design and build an approximately 75,000 square foot indoor athletic facility to include lobby, basketball courts and/or racquetball courts, and restrooms ("the Building"), and additional required parking and site infrastructure for the Building as necessary. Site and building related items:
 - (a) The number of restrooms shall accommodate all proposed uses on the site;
 - (b) Undergo building design review with the City CED Department and Building Department;
 - (c) Building height may exceed the 30' maximum building height for the Neighborhood Business-2 Zone per NBMC 18.10.040 by up to 20% to accommodate the taller ceilings necessary for indoor basketball courts.
 - (d) Building may exceed single-user ground floor square footage limitation in Commercial Design Standards given the large nature of the use (indoor basketball/sports courts).
 - (e) Fences, backstops, dugouts, and like accessory structures may be permitted within the building setback.
 - (f) Design and build paved parking lot(s) and associated parking lot landscaping as required for Phase 2 improvements, indoor athletic facility. The parking requirement for the indoor athletic facility is also being calculated per player, which is one parking space per four players. This yields a parking requirement of 72 parking spaces to accommodate the max number of players (15 players per roster x 2 teams per court x 12 courts = 90 parking spaces). The total number of required parking spaces for the site is 140 spaces;
 2. Design and build water and sewer systems for the building and connect to municipal facilities. The site plan provided is a conceptual design and has not been fully reviewed for consistency with the North Bend Municipal Code or engineered. Final engineering plans shall be reviewed and approved by the City.
 - (a) Sanitary Sewer Service Items:
 - (i) Developer shall connect the site to the municipal sewer system to be constructed through the Meadowbrook Sewer Utility Local Improvement District and pay all fees and charges for such connection as required.
 - (b) Water Service Items:
 - (i) Developer shall construct remaining water main extension extending through the site consistent with the approved construction plans dated May 18, 2021.

- (ii) From the 12" by 12" cross at the southwest corner of the parking lot shown on the approved construction plans dated May 18, 2021, a 15-foot wide public water system easement shall be provided extending to the Bendigo Boulevard N. right-of-way.
 - (iii) Prepare public water easement for City review and acceptance prior to recording by the City.
 - 3. Design and construct an 8-foot wide pedestrian bridge over Gardiner Creek to connect the 8-foot wide meandering trail along the property's Boalch Avenue frontage to connect to the adjacent Meadowbrook Farm property across Gardiner Creek. Bridge ownership and maintenance shall be conveyed to the City by Developer following acceptance by the City. To mitigate for potential adverse impacts from construction noise and adjacent use of the Meadowbrook Farm Interpretive Center, construction of the trail bridge during the months of April through October shall only occur during weekdays when events at the Interpretive Center are less likely to be scheduled, and the contractor shall inform the Si View Metropolitan Park District of the proposed bridge construction schedule.
 - 4. Developer to request Phase 2 completion punch list from City inspector.
 - 5. Complete all tasks identified on the Phase 2 completion punch list prepared by City inspector.
 - 6. Submit as-builts and GIS layers for review and approval.
 - 7. Prepare bill of sale for presentation to City Council.
 - 8. Submit infrastructure maintenance bond for Phase 2 improvements. Upon acceptance of the maintenance bond, City staff will provide for release of the Phase 2 performance bond. Prior to Certificate of Final Occupancy for the building, the applicant shall prepare a speed study, if required by the Washington State Department of Transportation and if not already conducted by the City of North Bend, to lower the speed limit to 35-mph, or other reduced speed limit, along Bendigo Boulevard from a point north of the NW 14th Street intersection south to the 30-mph speed limit entering downtown North Bend. Subject to approval of the Washington State Department of Transportation for lowering the speed limit, the applicant shall post new speed limit signs on Bendigo Boulevard N within this area.
 - D. Nothing in this Development Agreement shall excuse the Developer from paying any applicable ULID assessments, general facilities charges, or any other rates, assessments, charges, and the like associated with the availability of sewer, connection to the City's sewer utility, or attributable for the provision of sewer service thereto.
3. **Exhibits.** The following exhibits, attached hereto, are incorporated herein and made part of this Agreement by this reference:
- A. Exhibit A: Project Site – Legal Descriptions;
 - B. Exhibit B: Draft Site Plan differentiating Phase 1 from Phase 2;
 - C. Exhibit C: Preliminary Plan showing proposed right-of-way improvements; and

D. Exhibit D: Site Plan showing proposed building pad locations.

E. Exhibit E: Phase 1a Restroom Plan.

F. Exhibit F: Phase 1 completion punch list prepared by Daniel Turple, dated October 11, 2023.

4. Effective Date and Duration. This Agreement shall commence upon the effective date of the City Council resolution approving this Agreement (the “Effective Date”), and shall continue in force for a period of three (3) years (the “Initial Term”) unless extended or terminated as provided herein. Following the expiration of the Initial Term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner. The Term of this Agreement does not effect the deadlines for the items listed in Phase 1, Phase 1A, and Phase 2.

5. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

6. Agreement Binding on Future Landowners. From time to time, as provided in this Agreement, Developer may sell or otherwise lawfully dispose of a portion of the Project Site to a person or entity (“Landowner”) who, unless otherwise released by the City, shall be subject to the applicable provisions of this Agreement related to such portion of the Project Site. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

7. Planning and Development.

A. Development Standards. Except as otherwise specifically provided in this Agreement, the Project shall be completed in accordance with all development and design standards of the North Bend Municipal Code, and all applicable environmental, building, and construction codes and regulations contained therein in effect at the time of permit submittal.

B. Public Works. Developer agrees to install right-of-way improvements, including curb, gutter, sidewalk, and bike lanes as generally depicted in **Exhibit C**. The final design shall be approved by the Public Works Director. Construction of right-of-way improvements shall be followed by a dedication of right-of-way improvements to the City by Developer recording all required documents. Upon recording, said right-of-ways will be the responsibility of the City for maintenance, repairs and liability, except the Developer shall be responsible for the maintenance of the LID biochannel in the right-of-way.

8. Vested Rights.

A. During the term of this Agreement, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully

vested in Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the exhibits hereto, or as expressly consented to by Developer.

B. This Development Agreement only covers those specific development standards addressed herein. The City's Development Regulations, including building, fire, public works, land use, and signage regulations shall govern unless specifically addressed in this Agreement. No vesting is created by this Agreement for any other development regulation that is not included in this Agreement. Notwithstanding the foregoing, Developer will have the full benefit of the vested rights doctrine in Washington State and will only be bound by those laws, statutes, regulations, ordinances and codes in effect at the time of permit submittal by Developer.

9. Permits Required. Developer shall obtain all permits required under the City Code for this Project.

10. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the City Code, and shall not require an amendment to this Agreement.

11. Further Discretionary Actions. Developer acknowledges that the City's land use regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Project Site.

12. Existing Land Use Fees and Impact Fees.

A. Developer acknowledges and agrees that land use, building, fire, public works and sign fees adopted by the City as of the Effective Date of this Agreement may be increased by the City from time to time, and are applicable to permits and approvals for the Project Site, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, in accordance with Title 17 of the North Bend Municipal Code, and City will exercise reasonable efforts to explore mitigation of such fees, consistent with other applications and Projects in the City.

13. Notice of Default/Opportunity to Cure/Dispute Resolution.

A. In the event a party, acting in good faith, believes the other party has violated the terms of this Agreement, the aggrieved party shall give the alleged offending party written notice of the alleged violation by sending a detailed written statement of the alleged breach. The alleged offending party shall have thirty (30) days from receipt of written notice in which to cure the

alleged breach. This notice requirement is intended to facilitate a resolution by the parties of any dispute prior to the initiation of litigation. Upon notice of an alleged breach, the parties agree to meet and agree upon a process for attempting to resolve any dispute arising out of this Agreement. A lawsuit to enforce the terms of this Agreement shall not be filed until the latter of (1) the end of the 30-day cure period or (2) the conclusion of any dispute resolution process.

B. After proper notice and expiration of the 30-day cure period, if the alleged default has not been cured or is not being diligently cured in the manner set forth in the notice, the aggrieved party may, at its option, institute legal proceedings in accordance with this Agreement. Additionally, the City may decide to enforce the City Code violations and obtain penalties and costs as provided in applicable provisions of the North Bend Municipal Code.

14. Amendment; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of the parties as provided in Section 27 herein, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see* RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Project Site as the City Council may deem necessary to the extent required by a serious threat to public health and safety.

15. Termination.

A. This Agreement shall expire and be of no further force and effect if:

1. The development contemplated in this Agreement and in associated permits and/or approvals issued by the City are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City; or
2. Developer does not construct the Project as contemplated by the permits and approvals obtained in connection with the Project and this Agreement, or submits applications for development of the Project Site that are inconsistent with this Agreement.

B. This Agreement shall terminate either (1) upon the expiration of the Initial Term identified in Section 4 above, or (2) when the Subject Property has been fully developed *and* all of Developer's obligations in connection therewith are satisfied as determined by the City, whichever first occurs. Upon termination of this Agreement under this Subsection 15(B), the City shall record a notice of such termination in a form satisfactory to the City Attorney.

C. This Agreement shall terminate upon Developer's abandonment of the Project. Developer shall be deemed to have abandoned the Project if a building permit for construction of the Building approved in this Agreement is not submitted to the City within 5 years of the Effective Date noted above.

16. Effect of Termination on Developer Obligations. Termination of this Agreement shall not affect any of Developer's obligations to comply with (a) the City Comprehensive Plan or any applicable zoning code(s), subdivision maps or other land use entitlements approved with respect to the Project Site; (b) any conditions or restrictions specified in this Agreement to continue after the termination of this Agreement; or (c) obligations to pay assessments, liens, fees or taxes, unless the termination or abandonment of the Project nullifies such obligations.

17. Effect of Termination on City. Upon termination of this Agreement, the entitlements, conditions of development, limitations on fees and any other terms and conditions vested pursuant to Section 8 herein shall no longer be vested hereby with respect to the Project Site (provided that vesting of such entitlements, conditions or fees may be established for the property pursuant to then-existing planning and zoning laws).

18. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land, and the benefits and burdens shall bind and inure to the benefit of the parties. Developer and every Landowner, purchaser, assignee or transferee of an interest in the Project Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, unless the Landowner or subsequent Landowner assignee or transferee has abandoned the project and no party has started construction of the Project, and shall be the beneficiary thereof and a party thereto, but only with respect to the Project Site, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Project Site sold, assigned or transferred to it. A copy of the fully executed Agreement shall be recorded in accordance with Section 29 herein.

19. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

20. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle. This section shall survive the termination of this Agreement.

21. No Presumption Against Drafter. Developer represents that it has been advised to seek legal advice and counsel from its attorney concerning the legal consequences of this Agreement, that it has carefully read the foregoing Agreement, and knows the contents thereof, and signs the same as its own free act, and that it fully understands and voluntarily accepts the terms and conditions of this Agreement. Both parties have had the opportunity to have this Agreement reviewed and revised by legal counsel, and the parties agree that no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

22. Notices. Notices, demands, or correspondence to the City and Developer shall be sufficiently given if dispatched by prepaid first-class mail to the following addresses:

TO CITY: City Administrator
 City of North Bend
 P.O. Box 896
 North Bend, WA 98045

TO DEVELOPER: Peak View LLC
 1800 114th Ave. SE
 Bellevue, WA 98004

Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

23. Assignment. This Agreement shall be binding and inure to the benefit of the parties. Developer shall not assign its rights under this Agreement without the written consent of the City, which consent shall not unreasonably be withheld.

24. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in King County Superior Court.

25. No Attorneys' Fees. In the event of any litigation or dispute resolution process between the parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of costs or attorneys' fees or expert witness fees.

26. Severability. The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Agreement, or the validity of its application to other persons or circumstances.

27. Entire Agreement. 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. Changes made in accordance with Section 14 herein shall be incorporated by written amendments or addenda signed by both parties and made.

29. Recording. Developer shall record an executed copy of this Agreement with the King County Auditor, pursuant to RCW 36.70B.190, no later than fourteen (14) days after the Effective Date and shall provide the City with a conformed copy of the recorded document within thirty (30) days of the Effective Date.

By their signatures below, the persons executing this Agreement each represent and warrant that they have full power and authority to bind their respective organizations, and that such organizations have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement.

CITY OF NORTH BEND

By: _____
Mary Miller, Mayor

Peak View, L.L.C.

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Kendra Rosenberg, City Attorney

**** remainder of page intentionally left blank ****

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.
)

On this ____ day of _____, 2023, did personally appear before me, the undersigned Notary Public in and for the State of Washington, _____, who is known to me or produced satisfactory evidence that s/he is the person that executed the foregoing Development Agreement, and acknowledged that s/he signed the Agreement as his or her free and voluntary act for the uses and purposes mentioned therein.

GIVEN under my hand and official seal this ____ day of _____, 2023.

Print name: _____

NOTARY PUBLIC in and for the State of
Washington, residing at _____

Commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.
)

On this ____ day of _____, 2023, did personally appear before me, the undersigned Notary Public in and for the State of Washington, _____, who is known to me or produced satisfactory evidence that s/he is the person that executed the foregoing Development Agreement, and acknowledged that s/he signed the Agreement as his or her free and voluntary act for the uses and purposes mentioned therein.

GIVEN under my hand and official seal this ____ day of _____, 2023.

Print name: _____

NOTARY PUBLIC in and for the State of
Washington, residing at _____

Commission expires: _____

EXHIBIT A:

PROJECT SITE – LEGAL DESCRIPTIONS

Parcel No. 0423089036

PORTION OF SW 1/4 OF NW 1/4 - BEGIN SW CORNER TH S 88-56-06 E ALONG S LINE 311.83 FT TO ELY MGN OF SNOQUALMIE NORTH BEND ROAD & POB TH S 88-56-06 E 710.94 FT TO WLY MGN OF MEADOWBROOK NORTH BEND ROAD TH N 30-24-10 W ALONG SAID WLY MGN 301.66 FT TAP OF TANGENT CURVE TO RIGHT RAD OF 557.09 FT TH ALONG SAID CURVE THRU C/A OF 21-29-07 TO THREAD OF GARDNER CREEK TH WLY ALONG GARDNER CREEK TO ELY MGN OF STATE HIGHWAY R/W TH S 44-09-00 E ALONG SAID ELY MGN TO POB LESS CO ROAD BEING A PORTION OF TRACT C-1 OF MAY 1965 SURVEY

Parcel No. 5418700030

MEADOWBROOK TRACTS LESS CO RD

Parcel No. 5418700005

MEADOWBROOK TRS

Parcel No. 5418700025

MEADOWBROOK TRACTS LESS CO RD

Parcel No. 5418700010

MEADOWBROOK TRACTS

Parcel No. 5418700020

MEADOWBROOK TRACTS LESS CO RD

EXHIBIT B:
SITE PLAN DIFFERENTIATING PHASE 1 FROM PHASE 2

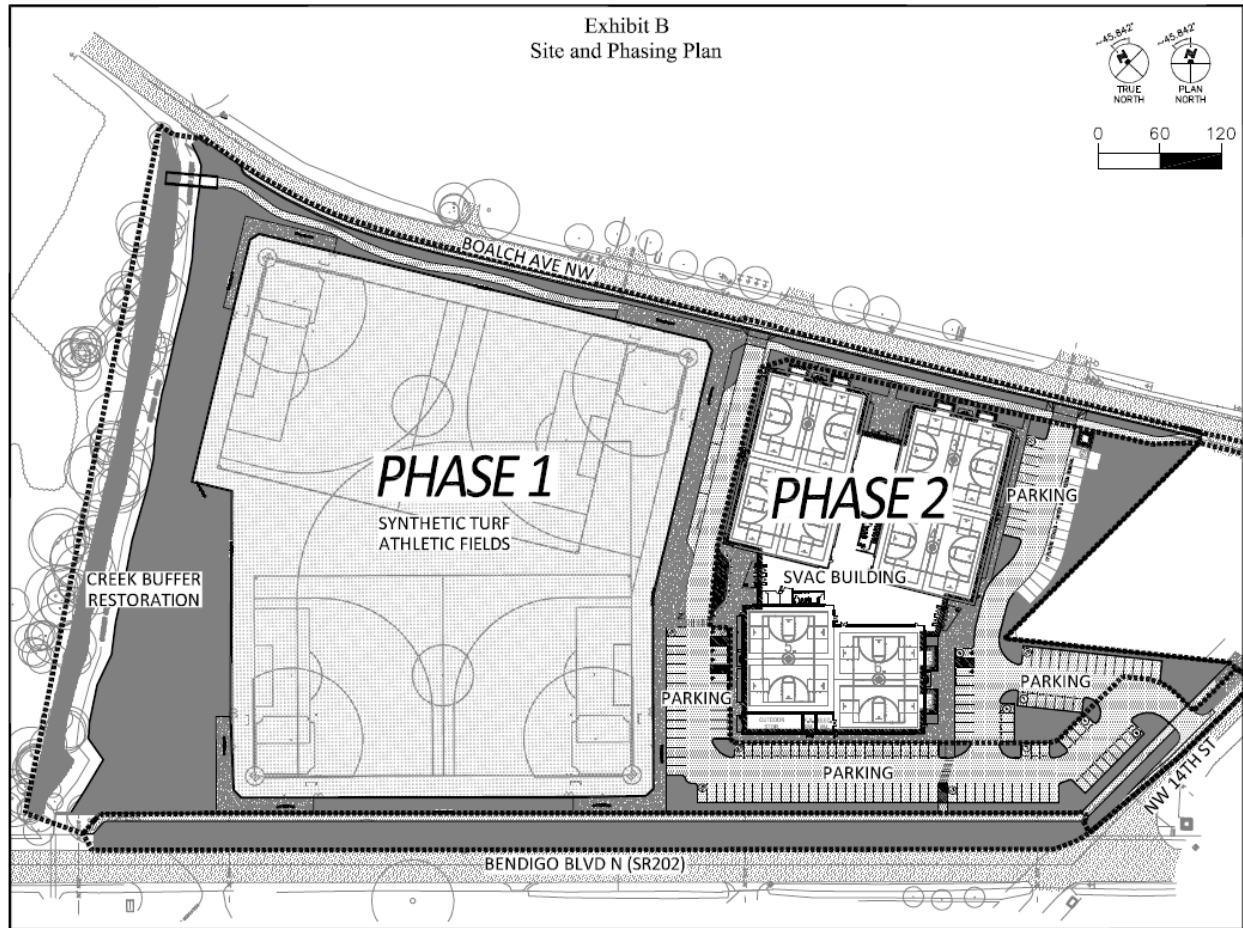
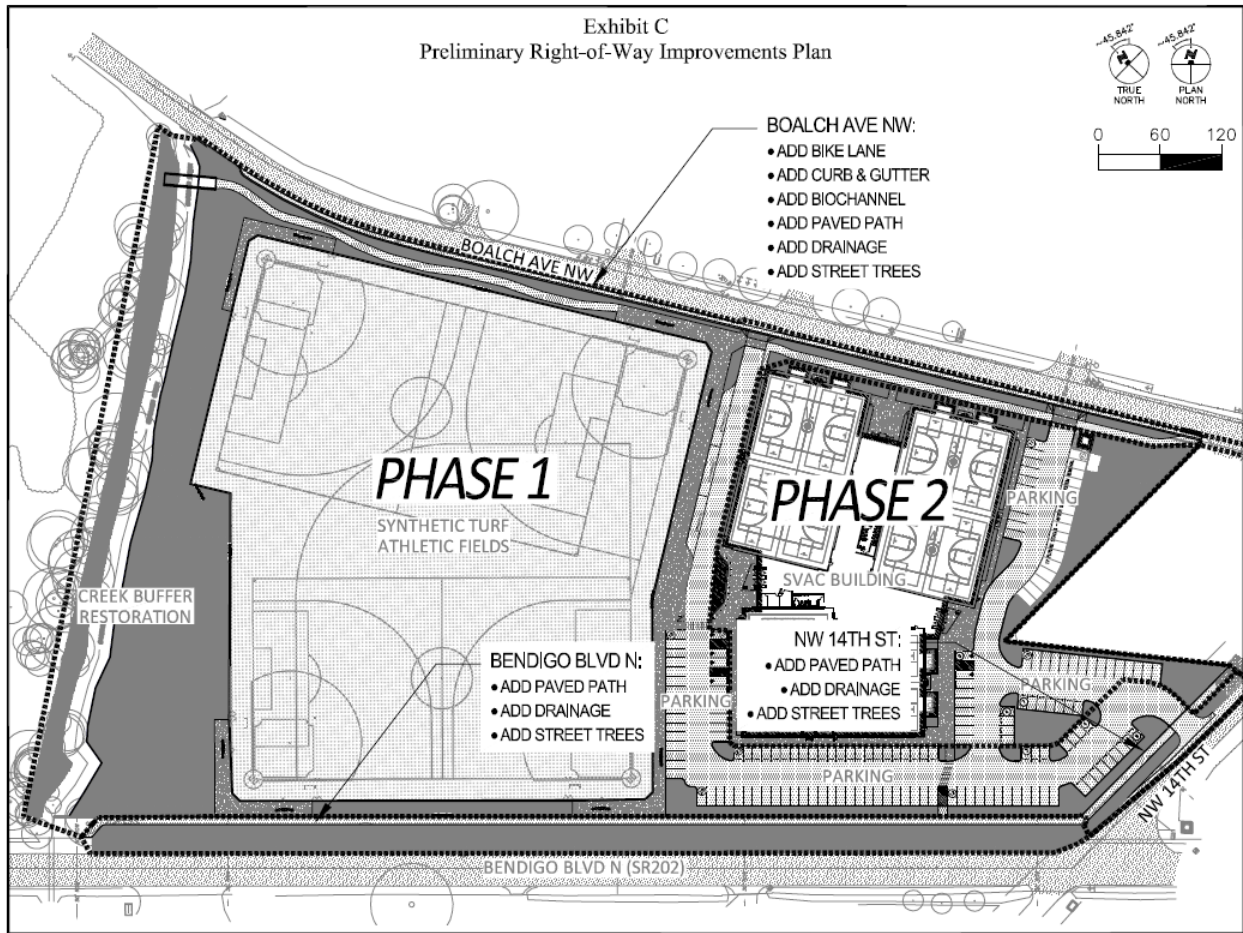


EXHIBIT C:

CONCEPTUAL PLAN SHOWING PROPOSED RIGHT-OF-WAY IMPROVEMENTS



Street Design Sections for Boalch (1/2 street improvements)



EXHIBIT D:
ELEVATIONS SHOWING PROPOSED DESIGN OF BUILDING



ENGERT
ARCHITECTURE
LLC
1000 SECOND AVE
SUITE 200
SEASIDE, WA 98138
www.engertarchitecture.com

SNOQUALMIE VALLEY
ATHLETIC CENTER
1422 BENDIGO BLVD. N.
NORTH BEND, WASHINGTON 98024

CONSTRUCTION
SHEET
REVISIONS
PROJECT DELIVERABLE
SCHEMATIC
DATE: 09/01/21
BY: [signature]
PROJECT NO: 2011
SHEET NO: 16
EXTerior
ELEVATIONS
SHEET NO: **A3.1**

EXHIBIT E:
PHASE 1A RESTROOM PLAN

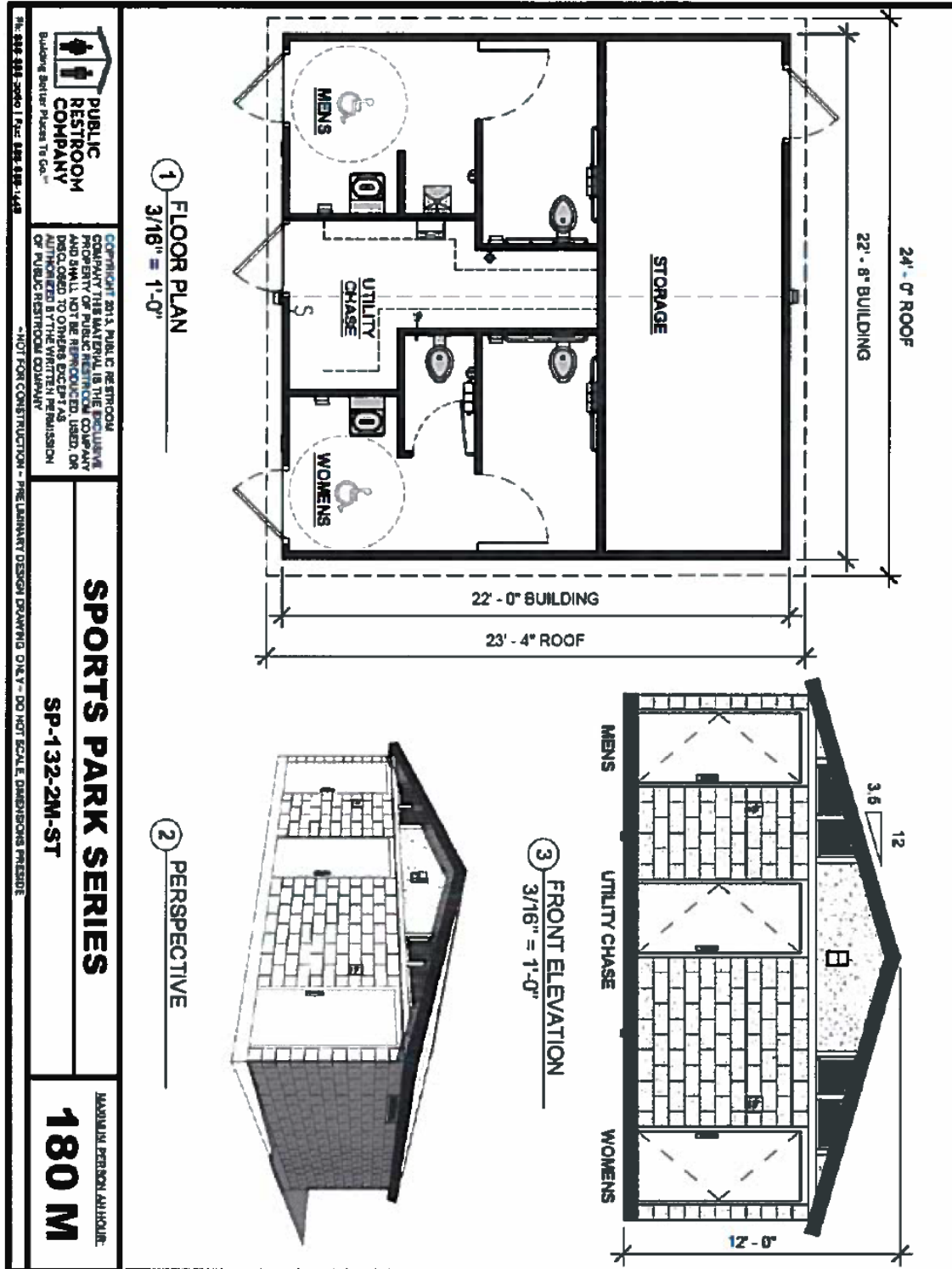


EXHIBIT F:
PHASE 1 COMPLETION PUNCHLIST

DRAFT



Prepared by : Daniel Turple

SVAA PUNCH LIST

ROADWAY, STORM SEWER, SANITARY SEWER, AND WATER MAIN
PUNCH LIST

LEGEND	
ITEM NUMBERS	
1 - 100	GENERAL
101 -199	ROADWAY
201 - 299	STORM
300 - 399	SEWER
401 - 499	WATER

ITEM NO.	ITEM DESCRIPTION
GENERAL	
001	Submit asbuilts for review, once asbuilts are acceptable the city will ask for GIS/mylars per NBMC
002	Exposed soils around save trees (phase 2 area) needs to be stabilized and trees need a risk assessment and letter provided to city via contractor's arborist. Trees have exposed soils and area needs to be restored
003	Contractor needs to stabilize areas that were disturbed in phase 2, currently has exposed soils
004	Privacy fence for outdoor restrooms were removed, need to reinstall privacy fence
005	All landscape needs to be completed per Mike McCarty email sent on 11/14/22
006	Clean up/remove all debris behind save trees, currently looks like there is some scrap turf, large sandbags, and pile of dirt/rock
ROADWAY	
101	Driveway entrance off 14 th street has 2 broken panels in the driveway approach, needs to be removed and replaced
102	Curb and gutter is cracking in several locations along 14 th street that needs to be removed and replaced, contractor and inspector to identify areas
103	Curb and gutter is cracking in several locations along bouch ave that needs to be removed and replaced, contractor and inspector to identify areas
104	ADA path along south side of fields needs to be installed.

	105	Asphalt patch on boulch ave needs to be removed and replaced, asphalt patch is settling
	107	Block wall is not currently installed along asphalt path along boulch ave. see sheet. C 4.63 note (SBW)

	108	Entrance off 14 th street channelization arrows is extremely faded need to re paint
	109	Major ponding in parking stalls along southeastern field, needs to be addressed
	110	Asphalt path along boulch on northwestern part of project is damaged, needs saw cut and replaced
	111	Elk fence needs to be extended apx 10' to the south on the northwestern part of the project to tie into field fence.
	112	Mulch needs to be added behind thickened curb next to CB 020

STORM

	201	Outfall into mitigation area, trash rack is buried in quarry spalls. Expose entire trash rack and line ditch with quarry spalls
	202	CB 020 need to open hatch for inspection
	203	Contractor to install locking bolts on all CB lids
	204	Ditch along SR 202 needs to be grubbed and regraded, this ditch needs to be re-graded because the new culvert was installed and is currently lower then existing ditch and is causing back up on to neighboring properties
	205	SDCO in mitigation area's need to have SDCO and mechanical plugs installed

WATER

	401	Cut chains on side ports of hydrants
	402	Install valve extensions on hydrant foot valves
	403	Pour concrete collar around water valves in Phase 2 limits only per NBPW standards detail W-57
	404	Paint hydrants 2 coats fire hydrant yellow per NBPW 6-17
	405	Install (1) valve marker for foot valves in phase 2 area per NBPW standard detail W-14



**Staff Report and Planning Commission Recommendation for
the Development Agreement for the Snoqualmie Valley Athletic Complex**

Meeting Date: January 17, 2024

Proponent: City of North Bend, and Peak View LLC

Staff Recommendation: A Motion to recommend City Council approval of a Development Agreement with Peak View, LLC, for the Snoqualmie Valley Athletic Complex.

I. Purpose of proposed development agreement:

The City is proposing to enter into a Development Agreement (DA) with Peak View, LLC, for the Snoqualmie Valley Athletic Complex, also known as the Sirius Sports Complex.

A DA may be authorized under City Council approval pursuant to the process in North Bend Municipal Code Chapter 18.27.

The original Development Agreement, approved by the City Council on October 18, 2016, with Bendigo Properties, LLC, enabled the applicant to phase the Snoqualmie Valley Athletic Complex development, constructing the ballfields and certain supporting infrastructure in the first phase ahead of availability of sewer, and then construct a later second phase that would include a building housing indoor sports courts and other supporting infrastructure, upon construction of a sewer line.

The 1st Amendment to the Development Agreement, approved by the City Council on January 7, 2020, enabled Bendigo Properties, LLC, to serve the project with the required sewer connection through participating in the Meadowbrook Sewer Utility Local Improvement District (ULID) rather than constructing an independent sewer line.

The 2nd Amendment to the DA with Bendigo Properties LLC was approved by City Council on October 20, 2021. This amendment extended the time for completion of the Project to June 30, 2025 and extended the time for the construction vault toilet facilities serving the development to October 31, 2024, if sewer is not installed, given the timeframe necessary for the City's completion of the sewer line serving this area through the Meadowbrook ULID. After the city authorized the second amendment, Peak View, LLC, purchased the property subject to the requirements in the DA.

Due to the change in ownership, staff is recommending the city enter into a new DA for the Snoqualmie Valley Athletic complex with Peak View, LLC. The DA would include existing remaining obligations under Phase 1, provide requirements for completing the project consistent with development obligations under the North Bend Municipal Code should phase 2 not occur (a Phase 1A), and the requirements for Phase 2 of the complex. As proposed by Peak View LLC, Phase 2 would consist of an approximately 75,000 square foot indoor athletic facility to include lobby, basketball courts and/or racquetball courts, and restrooms. Peak View LLC will also

design and build water and sewer systems for the building and connect them to the city's sewer line when it is completed.

The obligations under the new DA with Peak View, LLC, would be to December 31, 2026, in order to match the estimated completion date of the sewer system. The draft DA is attached as Exhibit A.

II. CONCLUSION AND STAFF RECOMMENDATION:

City staff recommends approval of the new DA with Peak View, LLC. Following consideration of any testimony that may be provided to you at the public hearing at your January 17 meeting, staff requests your recommendation to the City Council as to whether to approve the DA.

III. PLANNING COMMISSION RECOMMENDATION

Based on the findings above and public comments received, the North Bend Planning Commission recommends **approval** of Development Agreement with Peak View, LLC, attached as Exhibit A.

Exhibit A: Draft DA



City Council Agenda Bill

SUBJECT:		Agenda Date: February 20, 2024		AB24-021
Motion Authorizing a Contract with Terracon Consultants, Inc. for On-Call Geotechnical Consulting Services	Cost Impact: “pass through” cost for private development; Total not to exceed \$250,000 Fund Source: N/A Timeline: Immediate	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 – Vacant		
		Public Works – Mark Rigos, P.E.	X	
Attachments: Work Scope and Rate Sheet				
SUMMARY STATEMENT: The City of North Bend has a continued need for an on-call consultant to provide qualified geotechnical engineering services. Geotechnical engineering is a specialized technical practice which requires professionals who are knowledgeable about soils, site/slope stabilization, stormwater infiltration, and groundwater level evaluation, and who can provide retaining wall review, road subgrade evaluations and paving recommendations. These particular areas are typically outside the scope of general civil engineering reviews, practices, and inspection type services. Terracon Consultants, Inc. has been providing the City with geotechnical engineering plan review and geotechnical inspection services for the past seven to eight years as a sub-consultant and the last two years as a consultant. Terracon is familiar with the City’s soils, challenges and constraints. The City has been well supported by Terracon over the years. Staff would like to continue that relationship. City Staff are requesting an engineering contract with Terracon Consultants, Inc. to continue Terracon’s provision of geotechnical engineering support to the City until December 31, 2025.				
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services, including following the City’s design standards.				
COMMITTEE REVIEW AND RECOMMENDATION: The contract was brought up during the Transportation and Public Works Committee meeting on January 23, 2024 and was recommended for approval and placement on the Consent Agenda.				
RECOMMENDED ACTION: MOTION to approve AB24-021, authorizing the Mayor to execute and administer a contract with Terracon Consultants, Inc. for on-call geotechnical consulting services, in a final form and content acceptable to the City Attorney, in an amount not to exceed \$250,000.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>		<i>Vote</i>	
February 20, 2024				



21905 64th Ave, W, Suite 100
Mountlake Terrace, WA 98043

P (425) 771-3304

F (425) 771-3549

Terracon.com

January 18, 2024

City of North Bend
920 SE Cedar Falls Way
PO Box 896
North Bend, WA 98045

Attn: Brian Tucker
btucker@northbendwa.com

Re: **Proposal for Geotechnical On-Call Consulting Services**
North Bend, Washington
Terracon Proposal No. P81245014

Dear Mr. Tucker:

Terracon appreciates the opportunity to submit this unit rate proposal to provide on-call geotechnical consulting services for the City of North Bend.

This proposal presents our understanding of the project and scope of services

- On-call geotechnical consulting services consisting primarily of geotechnical plan reviews and geotechnical construction observation services of project sites within the jurisdiction of the city on an as-needed bases.

Terracon is available to provide additional geotechnical, environmental, and construction material testing services if desired.

Field services will be provided on an "as requested" basis as scheduled by your authorized representative. Scheduling of services can be coordinate through Scott Dobner, Terracon Project Geologist, at (206) 949-5028 and via email at Scott.Dobner@terracon.com.

Our field personnel will provide verbal results to responsible parties on the project site. Written daily field reports for each project will summarize our observations and recommendations and will be distributed to the city on weekly basis.



Fees for the scope of services described in this proposal will be on a time and materials basis per the attached fee schedule. Geotechnical construction observation services are generally billed out at the Senior Staff Geologist rate.

We appreciate your consideration and look forward to working with you on this project. Authorization to proceed can be indicated by executing our Agreement for Services and returning it to our office. If you have questions or wish to discuss any aspect of our proposal, please call at your convenience.

Sincerely,

Terracon Consultants, Inc.

Eric D. Kunz, PE
Office Manager

Attachments: Terracon Geotechnical Rate Sheet
Agreement for Services



2024 SEATTLE GEOTECHNICAL RATE SHEET

Professional Services Rates			
Clerical / Administrative	\$ 89/hour	Senior Engineer	\$230/hour
CAD Drafter	\$125/hour	Principal	\$265/hour
Geotechnical Construction	\$127/hour	Sr Principal / Senior Consultant	\$290/hour
Field Engineer / Geologist	\$135/hour	Expert Witness (4-hr min),	175%
Staff Engineer / Geologist	\$155/hour	Equipment Rental, per Unit	Schedule
Sr. Staff Engineer / Geologist	\$165/hour	Mileage	IRS rate
Project Manager	\$170/hour	Outside Copies	Cost + 15%
Project Engineer / Geologist	\$190/hour	Transportation by Public Carrier	Cost + 15%
Field Geophysicist	\$185/hour	Outside Services or	Cost + 15%
Geophysicist	\$275/hour	Materials and Supplies	Cost + 15%

Unit Priced Equipment/Testing Rates

2024 GEOTECHNICAL EQUIPMENT RENTAL **(Personnel time not included)**

Nuclear Density and Moisture Measuring Equipment	\$ 75.00/day
Electrical Resistivity Equipment	400.00/day
Geophysical Equipment	1,100.00/day
Dynamic Cone Penetrometer	300.00/test
Inclinometer	200.00/day
Infiltration Testing Equipment	400.00/day
Global Positioning System	50.00/day
.....	125.00/week

SOIL LABORATORY TESTING

Identification

Atterberg Limits Determination (LL, PL)	\$ 225.00/test
Combined Analysis (Hydrometer and Sieve)	450.00/test
Density Determination (Shelby tube sample)	90.00/test
Hydrometer Analysis	325.00/test
Organic Content (by heating)	100.00/test

Terracon Consultants, Inc. 21905 64th Ave. W, Suite 100

Mountlake Terrace, WA 98043

P [425] 771 3304

F [425] 771 3549

terracon.com

Geotechnical



Environmental



Construction Materials



Facilities

2024 Seattle Geotechnical Engineering Services Rate Sheet

Sieve Analysis (Washed over #200 sieve)	275.00/test
Percent Passing #200 (Wash Only)	150.00/test
Specific Gravity Determination	160.00/test
Moisture Content Determination	35.00/test
pH / Resistivity (T288 / T289).....	190.00/test
Resistivity Only (T288).....	160.00/test
pH only (T289)	60.00/test

Strength

Direct Shear, intact (ASTM D3080)	\$ 850.00/test
Direct Shear, remold (ASTM D3080)	950.00/test
3- Point CBR (with Proctor) (ASTM D1883)	1250.00/test
Unconfined Compressive Strength (ASTM D2166)	250.00/test
Consolidation (primary) (ASTM D2435)	1300.00/test
Consolidation (24hour loads) (ASTM D2435).....	1500.00/test
Consolidation (per extra point).....	160.00/test

Compaction and Density

Modified / Standard Proctor (ASTM D 1557 / D 698)	475.00/each
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Thermal Conductivity & Resistivity

Resistivity by Miller Box	\$ 225.00/test
Thermal Resistivity / Conductivity Equipment Rental.....	425.00/day
Terracon Laboratory Prepared Samples	900.00/point
Per Dryout Pair of Points (Optimum Moisture & Dry)	1300.00/each

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of North Bend WA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the North Bend Geotechnical On-call project ("Project"), as described in Consultant's Proposal dated 01/18/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL, AUTOMOBILE AND EXCESS LIABILITY POLICIES.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be

provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage. Client and Owner are additional insured with respect to general and auto liability.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

Client: **City of North Bend WA**

By: _____ Date: **1/18/2024**

By: _____ Date: _____

Name/Title: **Eric D Kunz, PE / Office Manager**

Name/Title: **Brian Tucker / Development Project Manager**

Address: **21905 64th Ave W, Ste 100
Mountlake Terrace, WA 98043-2251**

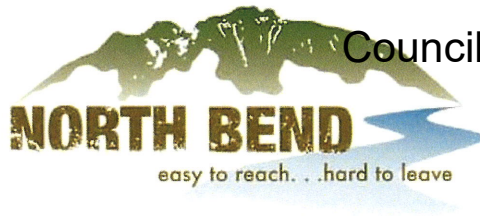
Address: **920 SE Cedar Falls Way
North Bend, WA 98045**

Phone: **(425) 771-3304** Fax: _____

Phone: **(425) 888-7659** Fax: _____

Email: **Eric.Kunz@terracon.com**

Email: **btucker@northbendwa.gov**



Office of Mayor PROCLAMATION

WHEREAS, the television show Twin Peaks created by Mark Frost and David Lynch debuted in 1990 and changed television forever by breaking new ground and inspiring numerous other television shows; and

WHEREAS, Twin Peaks returned to television again in 2017, challenging viewers anew and garnering awards and critical acclaim; and

WHEREAS, Twin Peaks captivated television viewers worldwide with scenes filmed in North Bend and the Snoqualmie Valley that emphasized the natural beauty and history of our region; and

WHEREAS, Twin Peaks has drawn tourists year-round to North Bend, the Snoqualmie Valley and the Greater Seattle area for more than 30 years; and

WHEREAS, Twin Peaks has placed many North Bend and Snoqualmie Valley locations, landmarks, and businesses into popular culture, not limited to: Twede's Café, Snoqualmie Falls, Mt. Si, Olallie State Park, the Salish Lodge & Spa, the Snoqualmie Lumber Mill and DirtFish Rally School, Volition Brewing, E.J. Roberts Park, the Mt. Si Motel, The Roadhouse Restaurant & Inn, the Centennial Log, and Reinig Road; and

WHEREAS, February 24th is celebrated by Twin Peaks fans world-wide as the day when the character of FBI Special Agent Dale Cooper arrived in the town of Twin Peaks;

NOW, THEREFORE, I, Mary Miller, Mayor, do hereby proclaim Saturday, February 24, 2024, as

TWIN PEAKS DAY

in the City of North Bend and call upon all citizens to join in the celebration throughout the Snoqualmie Valley with donuts, cherry pie and a darn fine cup of coffee.

Signed this 20th day of February, 2024

Mary Miller
Mayor





City Council Agenda Bill

SUBJECT:		Agenda Date: February 20, 2024		AB24-022	
Ordinance Increasing the City's Solid Waste & Recycling Rates and Amending the Taxes, Rates & Fees Schedule		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			
Cost Impact: N/A		Finance –			
Fund Source: N/A		Public Works – Mark Rigos, P.E.		X	
Timeline: April 1, 2024 – Dec. 31, 2024					
Attachments: Ordinance, Notice of Rate Increase					
SUMMARY STATEMENT:					
<p>On March 1, 2022, the City Council approved a competitive procurement process to select a contractor to provide Garbage, Recyclables, and Compostables collection services to all residents, businesses, and institutions located within the City limits. On April 4, 2023, the City Council approved a contract with Recology King County, Inc. (“Recology”) for solid waste and recycling collection services, effective April 1, 2024, to March 31, 2036 (“Contract”).</p> <p>Under Section 5.3 of the Contract, the rate charged for services shall adjust prior to the effective date of the contract, then annually on January 1, to reflect any change in the Consumer Price Index (“CPI”) for the Seattle-Tacoma-Bellevue metropolitan area published in June of the previous year and any change in the King County disposal fees.</p> <p>Recology sent notification to the City on December 9, 2023, that it would be raising rates to reflect a 4.5111% increase in the CPI for the Seattle-Tacoma-Bellevue metropolitan area and an increase in the landfill tipping fees charged by King County. King County dropped its tipping fee effective January 1, 2024, from \$168.68 per ton to \$150.83 per ton, and added a Fixed Annual Fee of \$107,592, which calculates to \$1.53 per monthly cubic yard of garbage. Additionally, Recology provided notice to ratepayers of the rates in their annual service mailer. Notice of the rate increase was also published in The Snoqualmie Valley Record on February 2 and 9, 2024.</p> <p>Changes in the Solid Waste and Recycling Rates are reflected in Exhibit A to this proposed ordinance and will be included in the standalone Taxes, Rates and Fees Schedule upon adoption of this proposed ordinance. The City’s current Taxes, Rates & Fees Schedule is available on the homepage of the City website at http://northbendwa.gov.</p> <p>The ordinance covers the contract-allowed change in rates between the approval of the initial contract in 2023 and the adjustment prior to the start of the contract in 2024. There is a significant rate increase between the current contract with Republic which ends on March 31, 2024 and the new contract with Recology which starts on April 1, 2024. Significant rate increases with new solid waste collection contracts are also being experienced by other cities in the region primarily due to lower than market rates during the previous procurement process, inflation, lower value of recyclable material, and uncertainty in the recycling markets. Customers would experience rate increases with the new contract, regardless of the hauler chosen to provide services.</p>					
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.					

City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: The Finance and Administration Committee reviewed this item at their February 13, 2024, meeting and recommended approval and placement on the Main Agenda for discussion.		
RECOMMENDED ACTION: MOTION to approve AB24-022, an ordinance increasing solid waste and recycling rates and amending the City's Taxes, Rates and Fees Schedule, as a first and final reading.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 20, 2024		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, INCREASING THE SOLID WASTE AND RECYCLING COLLECTION RATES AND AMENDING THE TAXES, RATES AND FEES SCHEDULE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on March 1, 2022, the City Council approved a competitive procurement process to select a contractor to provide Garbage, Recyclables, and Compostables collection services to all residents, businesses, and institutions located within City limits; and

WHEREAS, on April 4, 2023, the City Council approved a contract with Recology King County, Inc. for solid waste and recycling collection services, effective April 1, 2024, to March 31, 2036; and

WHEREAS, under Section 5.3 of the contract, the rate charged for services shall adjust prior to the start of the contract, then annually on January 1st to reflect any change in the Consumer Price Index for the Seattle-Tacoma-Bellevue metropolitan area (CPI) published from the previous June and any change in the King County disposal fees; and

WHEREAS, the City received notification from Recology on December 9, 2023 of a rate increase in accordance with the CPI (Rate Increase) and an increase to the King County disposal fees and now desires to amend the Taxes, Rates & Fees Schedule to reflect the changes accordingly; and

WHEREAS, the City published notice of the Rate Increase in the Snoqualmie Valley Record on February 2 and 9, 2024;

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

Section 1. Solid Waste Collection Rates: The Garbage Collection and Curbside Recycling Rates for services provided pursuant to North Bend Municipal Code Section 8.12.010 are hereby amended as follows effective April 1, 2024, through December 31, 2024:

A. Monthly Single Family Residential Rates.

Weekly Garbage Service:	Proposed Contract Rate	4-1-2024 Rate
20-gallon Garbage Cart	\$42.26	\$44.00
32-gallon Garbage Cart	\$51.56	\$53.59
45-gallon Garbage Cart	\$62.06	\$64.47
64-gallon Garbage Cart	\$74.51	\$77.51
96-gallon Garbage Cart	\$94.00	\$97.50
Additional 32 Gallon Cans (weekly svc)	19.53	\$19.00
Garbage Extras (32-gallon equivalent)	\$8.28	\$8.32
Monthly Garbage Service:		
32/35-gallon Garbage Cart	\$30.89	\$30.94
Miscellaneous Fees:		
Extra Yard Debris (32-gallon equivalent)	\$4.10	\$4.28
Extra 96 Gallon Yard Waste Cart Rental	\$2.04	\$2.13
Extra EOW Yard Debris Service	\$6.14	\$6.41
Recycling Cart (Any Size, First 2 Included with Garbage Service)	\$2.04	\$2.13
Wildlife Resistant Container, per month	\$3.07	\$3.20
Return Trip	\$7.17	\$7.49
Carry-out Charge, per 25 ft, per month	\$4.10	\$4.28
Drive-in Charge, per month	\$6.14	\$6.41
Standby Fee, Per Month	\$5.12	\$5.35
Redelivery of containers	\$20.50	\$21.42
On-Call Bulky Waste Collection:		
White Goods, except Refrigerators	\$25.62	\$26.77
Refrigerators & Freezers	\$51.25	\$53.56
Mattresses, Sofas & Chairs	\$41.00	\$42.84
Tires	\$10.24	\$10.70
Miscellaneous Garbage, Per Cubic Yard	\$30.75	\$32.13

Single-family residential service includes one weekly garbage pickup, weekly curbside recycling pickup and curbside compostable collection every other week (EOW), all utilizing containers provided by the contractor. The rates above include the King County Fixed Disposal Fee, but do not include the \$1.04 monthly King County hazardous waste fee, City utility tax, or the State refuse tax.

B. Monthly Commercial and Multifamily Rates.

Commercial Cart Service:	Proposed Contract Rate	4-1-2024 Rate
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20-gallon Garbage Cart	\$37.42	\$38.94
32-gallon Garbage Cart	\$48.06	\$49.93
45-gallon Garbage Cart	\$57.86	\$60.08
64-gallon Garbage Cart	\$66.81	\$69.46
96-gallon Garbage Cart	\$85.63	\$88.75
Extras (32-gallon equivalent)	\$8.29	\$8.33
Compostables Service:		
32 Gallon Weekly Compostables Cart	\$16.71	\$17.46
64 Gallon Weekly Compostables Cart	\$19.07	\$19.93
96 Gallon Weekly Compostables Cart	\$22.47	\$23.48
Extra Compostables Cans/Bags, 32 Gallon Equivalent (Each)	\$4.10	\$4.28
Miscellaneous Fees:		
Wildlife Resistant Cart Surcharge (All Sizes)	\$3.07	\$3.20
Return Trip (Per Pickup)	\$7.17	\$7.49
Carry-out Charge, Per 25 ft, Per Month	\$4.10	\$4.28
Drive-in Charge, Per Month	\$6.14	\$6.41
Redelivery of Carts After Service Cancellation (Up to 3 Carts)	\$20.50	\$21.42
Commercial Detachable Compacted Container Service:		
1 Cubic Yard Compacted Container	\$459.04	\$478.23
1.5 Cubic Yard Compacted Container	\$563.13	\$586.27
2 Cubic Yard Compacted Container	\$689.48	\$717.57
3 Cubic Yard Compacted Container	\$938.15	\$975.96
4 Cubic Yard Compacted Container	\$1,323.49	\$1,377.19
6 Cubic Yard Compacted Container	\$1,901.56	\$1,978.34
Commercial Detachable Container Service (loose):		
1 Cubic Yard, 1 pickup/week	\$194.68	\$202.95
1 Cubic Yard, 2 pickups/week	\$483.84	\$490.40
1 Cubic Yard, 3 pickups/week	\$867.38	\$862.25
1 Cubic Yard, 4 pickups/week	\$1,345.34	\$1,318.52
1 Cubic Yard, 5 pickups/week	\$1,917.67	\$1,859.18
1.5 Cubic Yard, 1 pickup/week	\$299.31	\$312.04
1.5 Cubic Yard, 2 pickups/week	\$740.18	\$750.68
1.5 Cubic Yard, 3 pickups/week	\$1,322.68	\$1,315.96
1.5 Cubic Yard, 4 pickups/week	\$2,046.80	\$2,007.88
1.5 Cubic Yard, 5 pickups/week	\$2,912.56	\$2,826.45
2 Cubic Yard, 1 pickups/week	\$347.44	\$362.11
2 Cubic Yard, 2 pickups/week	\$883.74	\$893.10
2 Cubic Yard, 3 pickups/week	\$1,608.79	\$1,592.86

2 Cubic Yard, 4 pickups/week	\$2,522.69	\$2,461.50
2 Cubic Yard, 5 pickups/week	\$3,625.43	\$3,498.99
3 Cubic Yard, 1 pickup/week	\$503.24	\$524.43
3 Cubic Yard, 2 pickups/week	\$1,289.68	\$1,302.10
3 Cubic Yard, 3 pickups/week	\$2,359.42	\$2,333.11
3 Cubic Yard, 4 pickups/week	\$3,712.28	\$3,617.26
3 Cubic Yard, 5 pickups/week	\$5,348.43	\$5,154.72
4 Cubic Yard, 1 pickup/week	\$623.03	\$649.12
4 Cubic Yard, 2 pickups/week	\$1,623.73	\$1,635.97
4 Cubic Yard, 3 pickups/week	\$3,002.01	\$2,960.44
4 Cubic Yard, 4 pickups/week	\$4,757.98	\$4,622.63
4 Cubic Yard, 5 pickups/week	\$6,891.57	\$6,622.49
6 Cubic Yard, 1 pickup/week	\$878.73	\$915.36
6 Cubic Yard, 2 pickups/week	\$2,323.86	\$2,337.19
6 Cubic Yard, 3 pickups/week	\$4,335.53	\$4,265.63
6 Cubic Yard, 4 pickups/week	\$6,913.53	\$6,700.44
6 Cubic Yard, 5 pickups/week	\$10,058.06	\$9,641.85
8 Cubic Yard, 1 pickup/week	\$1,111.00	\$1,157.11
8 Cubic Yard, 2 pickups/week	\$2,977.28	\$2,989.59
8 Cubic Yard, 3 pickups/week	\$5,598.83	\$5,497.42
8 Cubic Yard, 4 pickups/week	\$8,975.67	\$8,680.61
8 Cubic Yard, 5 pickups/week	\$13,107.70	\$12,539.08
Miscellaneous Fees:		
Extra Garbage, 32 Gallon Equivalent (Each)	\$8.49	\$8.54
Return Trip (Per Pickup)	\$10.24	\$10.70
Container Roll-out, Over 25 Feet (Per 25 Feet, Per Pickup)	\$5.12	\$5.35
Drop-box Hauling Service:		
Temporary Non-compacted Drop-box	\$383.61	\$400.91
Non-compacted 10 Cubic Yard Drop-box	\$296.38	\$325.05
Non-compacted 15 Cubic Yard Drop-box	\$296.38	\$332.70
Non-compacted 20 Cubic Yard Drop-box	\$296.38	\$340.35
Non-compacted 25 Cubic Yard Drop-box	\$296.38	\$348.00
Non-compacted 30 Cubic Yard Drop-box	\$296.38	\$355.65
Non-compacted 40 Cubic Yard Drop-box	\$296.38	\$370.95
Compacted 10 Cubic Yard Drop-box	\$421.12	\$486.01
Compacted 15 Cubic Yard Drop-box	\$421.12	\$508.96
Compacted 20 Cubic Yard Drop-box	\$421.12	\$531.91
Compacted 25 Cubic Yard Drop-box	\$421.12	\$554.86

Compacted 30 Cubic Yard Drop-box	\$421.12	\$577.81
Compacted 40 Cubic Yard Drop-box	\$421.12	\$623.71
Miscellaneous Fees:		
Non-compacted Drop-box Daily Rent	\$8.78	\$9.17
Non-compacted Drop-box Monthly Rent	\$153.53	\$160.45
Non-compacted Drop-box Delivery Charge	\$197.28	\$206.17
Additional Mileage Charge for Hauls to Other Sites (Per One Way Mile)	\$3.07	\$3.20
Return Trip (Per Pickup)	\$15.38	\$16.07
Stand-by Time (Per Minute)	\$1.53	\$1.59
Drop-box Turn Around Charge	\$15.38	\$16.07
Solid Drop-box Lid Charge (Per Month)	\$25.62	\$26.77

Commercial and multifamily garbage service includes one weekly recycling pickup at no additional charge. Customers may choose to rent the contractor's containers. Recycling containers are provided by the contractor at no additional charge. Cart-based compostable collection may be provided on a subscription fee basis if requested. The rates above include all disposal fees including the King County Fixed Disposal Fee, with the exception of drop-box service which has the actual weight-based disposal fees listed out separately. None of the rates include the King County hazardous waste fee, City utility tax, or the State refuse tax.

E. Residential Rates – Senior (age 65+)/low income.

Weekly Pickup	Proposed Contract Rate	4-1-2024 Rate
1 20-gallon Garbage Cart	\$34.70	\$33.00
1 32-gallon Garbage Cart	\$38.67	\$40.19

Section 2. Update of Taxes, Rates & Fees Schedule. The Taxes, Rates and Fees Schedule, effective as of April 1, 2024, is amended to reflect the amendments set forth in this ordinance and is incorporated herein as if set forth in full. Such amended Taxes, Rates and Fees Schedule is attached hereto as **Exhibit A** and supersedes and replaces all other prior versions.

Section 3. 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 4. Effective Date: This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force on April 1, 2024.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF FEBRUARY, 2024.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk



LEGAL NOTICE
CITY OF NORTH BEND
King County, Washington

NOTICE OF RATE INCREASE

NOTICE IS HEREBY GIVEN, pursuant to RCW 35.21.157, that Recology King County has provided notice of a rates increase for its new solid waste disposal services to be effective in April 2024. Per the Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract, an initial adjustment of the rates shall be performed prior to the start of the new contract. This rate increase is due to an increase in the Consumer Price Index for the Seattle-Tacoma-Bellevue Metropolitan area, an increase in the disposal rates per ton charged by King County, and the new King County Fixed Disposal Charge. The North Bend City Council will consider an ordinance amending the Taxes, Rates and Fees Schedule to encompass the proposed rate increase at its meeting to be held on Tuesday, February 20, 2024, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA. The meeting may be attended in-person or virtually using Zoom Meetings, with detailed meeting access information to be provided on February 15, 2024, on the City website calendar item for the [February 20, 2024 City Council meeting](#). All public comment must be received in writing in advance of the meeting or in-person during the meeting.

The following rates (excluding taxes and fees) are proposed for April 1, 2024 through December 31, 2024:

32/35 gallon residential garbage cart - \$52.47 per month plus \$1.12 Fixed Disposal Charge

60/64 gallon residential garbage cart - \$75.40 per month plus \$2.11 Fixed Disposal Charge

1 cubic yard commercial detachable container (loose) - \$196.33 per month plus \$6.62 Fixed Disposal Charge

For additional information on the proposed rate increases please contact Capital Projects/Grant Manager Dan Marcinko at dmarcinko@northbendwa.gov.

Posted: February 2, 2024

Published in the Snoqualmie Valley Record: February 2 & 9, 2024



City Council Agenda Bill

SUBJECT:		Agenda Date: February 20, 2024		AB24-023
Motion Authorizing a Memorandum of Understanding Creating the Snoqualmie Valley Economic Alliance		Department/Committee/Individual		
		Mayor Mary Miller		
		City Administrator – David Miller		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm & Econ Development – Rebecca Deming		X
		Finance –		
Cost Impact: N/A		Public Works – Mark Rigos, P.E.		
Fund Source: N/A		Economic Development – James Henderson		X
Timeline: Immediate				
Attachments: Proposed Snoqualmie Valley Economic Alliance Memorandum of Understanding				
<p>SUMMARY STATEMENT:</p> <p>The City has been asked to enter into a Memorandum of Understanding (“MOU”) with other Snoqualmie Valley cities (namely, Carnation, Duvall, and Snoqualmie), the Snoqualmie Indian Tribe (“Tribe”), and the King County Department of Local Services, representing unincorporated King County, to create the Snoqualmie Valley Economic Alliance (“Alliance”).</p> <p>The purpose of the proposed MOU is to promote and coordinate community economic development efforts and to foster partnership with community associations, non-profits, greenway associations, school districts, and chambers of commerce to achieve common goals.</p> <p>King County’s Department of Local Services will provide support to coordinate regularly scheduled Alliance meetings, and the parties to the MOU will determine, on a project-by-project basis, which party will serve as the coordinating entity.</p> <p>The proposed Alliance would focus on the following areas of interest:</p> <ol style="list-style-type: none"> 1. Rural character - Consistent with state, regional, and local land use policies, support policies which preserve, enhance, and protect the open spaces and rural character of the Snoqualmie Valley and pursue state and federal resources that benefit rural Snoqualmie Valley communities. 2. Healthy living through sustainability and green jobs - Center the environment and career sustainability of our fragile Pacific Northwest ecosystem through economic pathways that empower workers to pursue quality careers with sustainable wages. 3. Diversity - Honor the diversity of Snoqualmie Valley communities and ensure services for minority-owned businesses and historically underserved residents. 4. Equity - Promote access to capital, educate about small business best practices, reduce barriers to economic growth, and economically empower the residents and small business owners most impacted by environmental stressors (climate change, pandemics, economic recessions, etc.). 5. Honor the Snoqualmie Indian Tribe - Respect and acknowledge the sovereignty of the Tribe and the economic and community benefit that the Tribe brings to the Snoqualmie Valley, King County, Washington State, and beyond. 6. Local arts economy - Consistent with State, regional, and local land use policies, support King County’s Creative Economy initiatives and other opportunities to support the arts in Snoqualmie Valley’s economy. 7. Entrepreneurship - Support the exploration of entrepreneurship and create opportunities for small business innovation to empower Snoqualmie Valley small businesses and residents to scale their businesses and thrive economically. 				

City Council Agenda Bill

8. **Economic empowerment** - Use creative strategies to empower businesses in all stages from inception to maturity with supportive services to help ensure their success.
9. **Youth career opportunities** - Engage and inspire youth through hands-on learning opportunities with local businesses to support their career readiness, foster life-long learning, and create tomorrow's entrepreneurs.
10. **Rural infrastructure** - Advocate for the safety and resiliency of State Routes ("SR") 202/203. Pursue expansion of rural broadband access across the Snoqualmie Valley Corridor.
11. **Local businesses** - Strengthen local small businesses and enhance the vibrancy of downtowns.

The Alliance would provide a framework and a scale to apply for competitive public and private sector grants to advance economic development and opportunity within the Snoqualmie Valley. While there is no financial commitment to join the Alliance, the City of North Bend may need to provide financial support if it agrees to participate in shared grant application(s) and is awarded funding. The MOU would remain in perpetuity, but any agency, government or organization may opt-out of the MOU by written notice.

The draft MOU was presented to the North Bend Community and Economic Development Committee ("Committee") on October 17, 2023, with a recommendation to bring it back to the Committee once the proposed MOU is finalized and outreach and discussion has occurred with the Tribe. On January 12, 2024, the Tribe provided written edits and recommendations for the MOU to King County's Department of Local Services. The Tribe's edits and recommendations were briefed to the Committee on January 16, 2024. The Committee requested City Staff email the final draft of the MOU for their review upon incorporation of the Tribe's edits and recommendations and that the MOU be placed on the February 20, 2024, agenda for Council consideration.

The Duvall and Snoqualmie City Councils approved the MOU in December 2023. The MOU was approved by the Carnation City Council on January 2, 2024. The Snoqualmie Tribe is anticipated to consider the MOU in late-February or March 2024.

APPLICABLE BRAND GUIDELINES: Sustainably managed growth, economic viability, and consistent delivery of quality basic services.

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the January 16, 2024 Community and Economic Development Committee meeting. The Committee requested City Staff email the final draft of the MOU for their review once the Tribe's edits and recommendations were incorporated. The Committee recommended the MOU be placed on the February 20, 2024 Main Agenda for Council consideration.

RECOMMENDED ACTION: MOTION to approve AB24-023, authorizing the Mayor to execute a Memorandum of Understanding creating the Snoqualmie Valley Economic Alliance, in a form and content approved by the City Attorney.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 20, 2024		

PREAMBLE

Washington State's Snoqualmie Valley is the ancestral home of the Snoqualmie people and consists of the unincorporated rural and resource lands of King County, the Snoqualmie Tribal Reservation, and the cities of Carnation, Duvall, North Bend, and Snoqualmie. This mix of small, vibrant cities surrounded by farmland, forest lands, and open space presents unique opportunities for residents and visitors to live, work, and play while enjoying urban amenities and rural landscapes. The Snoqualmie Valley continues to grow and evolve, becoming more racially and socially diverse, contributing to cultural and economic vitality.

The Parties wish to strengthen local economies in a way that honors the past; creates opportunity for residents, visitors, and businesses; and sustains and preserves rural character now and into the future.

Memorandum of Understanding

WHEREAS the cities of Snoqualmie Valley - Carnation, Duvall, North Bend, and Snoqualmie, the King County Department of Local Services, and the Snoqualmie Indian Tribe (hereinafter referred to as "Parties") find it beneficial to enter into this Memorandum of Understanding ("MOU") to assist with promoting and coordinating the community's economic development efforts hereby creating the Snoqualmie Valley Economic Alliance (hereinafter referred to as the "Alliance").

WHEREAS the Parties agree to collaborate with local organizations ("Organizations"), including community associations, non-profits, greenway associations, school districts, and chambers of commerce, to enrich collaboration efforts on a voluntary, project-by-project basis.

WHEREAS King County's Department of Local Services will provide support to coordinate regularly scheduled Alliance meetings and the Parties will determine, on a project-by-project basis, which Party or Organization will serve as the coordinating entity.

WHEREAS the King County Executive has submitted an Executive Proposed Snoqualmie Valley/Northeast King County Community Service Area Subarea Plan to the King County Council for potential adoption into law by December, 2024.

WHEREAS the Parties have the following interests:

1. **Rural character** - Consistent with state, regional, and local land use policies, support policies which preserve, enhance, and protect the open spaces and rural character of the Snoqualmie Valley and pursue state and federal resources that benefit rural communities such as the Snoqualmie Valley.
2. **Healthy living through sustainability and green jobs**¹ - Center the environment and career sustainability of our fragile Pacific Northwest ecosystem through economic pathways that empower workers to pursue quality careers with sustainable wages.
3. **Diversity** - Honor the diversity of Snoqualmie Valley communities and ensure services for minority-owned businesses and historically underserved residents.

¹ King County defines green jobs as living wage positions providing environmental benefits (such as clean energy deployment) in high-demand industry sectors of construction, manufacturing, transportation, and professional services. [Green Jobs Strategy - King County, Washington](#)

4. **Equity** - Promote access to capital, educate about small business best practices, reduce barriers to economic growth, and economically empower the residents and small business owners most impacted by environmental stressors (climate change, pandemics, economic recessions, etc.).²
5. **Honor the Snoqualmie Indian Tribe** - Respect and acknowledge the sovereignty of the Snoqualmie Indian Tribe and the economic and community benefit that the Tribe brings to the Snoqualmie Valley, King County, Washington State, and beyond.
6. **Local arts economy** - Consistent with state, regional, and local land use policies, support King County's Creative Economy³ initiatives and other opportunities to support the arts in Snoqualmie Valley's economy.
7. **Entrepreneurship** - Support the exploration of entrepreneurship and create opportunities for small business innovation to empower local Snoqualmie Valley small businesses and residents to scale their businesses and thrive economically.
8. **Economic empowerment** - Use creative strategies to empower businesses in all stages from inception to maturity with supportive services to help ensure their success.
9. **Youth career opportunities** - Engage and inspire youth through hands-on learning opportunities with local businesses to support their career readiness, foster life-long-learning, and create tomorrow's entrepreneurs.
10. **Rural infrastructure** - Advocate for the safety and resiliency of state routes SR 202/203. Pursue expansion of rural broadband access across the Snoqualmie Valley Corridor.
11. **Local businesses** - Strengthen local small businesses and enhance the vibrancy of downtowns.

THEREFORE, this Alliance provides a forum for future endeavors such as competitive applications for governmental and private grants. It demonstrates the common interests of all Parties and the Parties' willingness to work together knowing that there is scale in size and scope that individually would be difficult to achieve. This MOU will not be shared in grant applications without the express consent of all the Parties in writing.

FURTHERMORE, there is no commitment (financial, planning, permitting, or otherwise). If the parties involved agree to participate in shared grant applications and are successful in their endeavors, a separate contracting process with the Grantor and Grantees would apply. Let it be known the Alliance has no formal procedures nor a body of decisionmakers. This Alliance is a forum that provides an opportunity for the Parties to coordinate economic development efforts to achieve mutually beneficial interests.

THIS AGREEMENT REMAINS UNTIL December 31st 2026. The effective date of this agreement will commence on the date the last Party signs this MOU, however any Party may opt-out at any time by providing written notice to the other Parties involved.

No legal obligation shall attach to any party by reason of entering into this MOU. Further, there are no third-party beneficiaries to this MOU, and this MOU shall not impart any rights enforceable by any person or entity that is not a party hereto.

IN WITNESS HEREOF, the Parties hereby agree to this MOU:

² Fire, smoke, extreme temperatures, flood, storms etc.

³ [Office of Economic Opportunity & Creative Economy - King County, Washington](#)

King County Department of Local Services

Name: _____

Title: _____

Signature: _____

Date: _____

Snoqualmie Indian Tribe

Name: _____

Title: _____

Signature: _____

Date: _____

City of Snoqualmie

Name: _____

Title: _____

Signature: _____

Date: _____

City of North Bend

Name: _____

Title: _____

Signature: _____

Date: _____

City of Carnation

Name: _____

Title: _____

Signature: _____

Date: _____

City of Duvall

Name: _____

Title: _____

Signature: _____

Date: _____