



CITY COUNCIL MEETING*

April 2, 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 Meetings of March 5, 2024 & March 19, 2024	1
2) Payroll	March 20, 2024 – 28787 through 28792, in the amount of \$291,946.98	
3) Checks	April 2, 2024 – 75379 through 75442, in the amount of \$566,708.58	
4) AB24-033	Resolution – Accepting River Run Infrastructure Improvements	Mr. Rigos 15
5) AB24-034	Motion – Authorizing Contract with Transpo Group	Mr. Rigos 33
6) AB24-035	Resolution – Authorizing DEA with Mike Day Homes LLC	Mr. Rigos 41
7) AB24-036	Motion – Authorizing Contract with Republic for Sludge Hauling	Mr. Rigos 95
8) AB24-037	Motion – Authorizing 3 rd Amendment to G&O Contract	Mr. Rigos 99

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

9) Introduction	Police Captain Horejsi	Police Chief Lynch
10) Proclamation	Sexual Assault Awareness Month	Mayor Miller 105
11) Presentation	Snoqualmie Valley Food Bank	Mr. Johnson

INTRODUCTIONS:

12) AB24-038	Ordinance – Amending NBMC 15.02 & Repealing NBMC 15.19	Ms. Deming 107
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MAYOR, COUNCIL & ADMINISTRATOR CONCERNS AND INITIATIVES: (Business and general information presented that may be deliberated upon by the Council. Formal action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

EXECUTIVE SESSION: To Discuss Property Acquisition, pursuant to RCW 42.30.110(1)(b)

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

NORTH BEND CITY COUNCIL MINUTES**March 5, 2024**

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

CALL TO ORDER, ROLL CALL:

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

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

CONSENT AGENDA:

Minutes – Council Meeting of February 20, 2024

Payroll – February 20, 2024 – 28774 through **28780**, in the amount of **\$288,047.17**

Checks – March 5, 2024 – 75259 through **75308**, in the amount of **\$559,200.84**

AB24-024 – Motion – Authorizing Contract with Parametrix for SF Ave. Bypass & Starfish Roundabout Project

AB24-025 – Motion Authorizing Contract with RH2 for Tanner Trail Extension

AB24-026 – Motion Authorizing Contract with PH Consulting for 2024 Pavement Overlay Project

AB24-027 – Motion Authorizing Contract with PH Consulting for 2024 RRFB Project

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

CITIZEN'S COMMENTS:

Rob Wotton, SnoValley Innovations Center Founder, thanked the City Council for passing the Snoqualmie Valley Economic Alliance agreement and noted the Snoqualmie Tribe agreed to the agreement last week. He updated the Council about Innovative Friday meetings and noted that they had their first entrepreneur attend recently. Additionally, he reported on the upcoming Valley Innovation Project that will take place on April 26, 2024, at Remlinger Farms.

Michael Thomas, 1231 LaForest Drive SE, commented that he attended a recent workstudy and encouraged residents to attend as well to stay informed. He also spoke in regards to the development of the National Guard parcels, water infrastructure, and zoning changes regarding low density residential and concluded by commenting that he would like more commercial development for tax revenues.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**Audio: 10:00**

AB24-028 – Appointment to Economic Development Commission

Mayor Pro Tem Gothelf recommended the appointment of Michael Kunz to Position No. 4 to the Economic Development Commission, term expiring December 31, 2024.

Councilmember Tremolada **MOVED**, seconded by Councilmember Torguson to approve AB24-028, confirming the appointment of Michael Kunz to Position No. 4 on the Business & Economic Development Commission for the remainder of Position No. 4's current term, set to expire on December 31, 2024. The motion **PASSED** 7-0.

Announcement – New Finance Director**Audio: 18:45**

Mayor Pro Tem Gothelf introduced the City's new Finance Director Martin Chaw.

Presentation – Planning Commission Report**Audio: 19:44**

Planning Commission Chair Thiel presented the Commission's 2023 accomplishments. The Planning Commission met 12 times in 2023 with the bulk of the work spent on the Housing Needs Assessment and Housing Action Plan. Other major accomplishments included a recommendation for the 2024 Comprehensive Plan Scope and Public Participation Plan, and recommendations on the Shoreline, Critical Area, Parks, and Economic Development Elements.

INTRODUCTIONS:**AB24-029 – Motion – Authorizing Contract with Rivers Edge Environmental Services****Audio: 34:25**

Community and Economic Development Director Deming provided the staff report.

Councilmember Joselyn **MOVED**, seconded by Councilmember Elwood to approve AB24-029, authorizing the Mayor to enter into a Small Public Works Agreement with Rivers Edge Environmental Inc. to abate asbestos materials and demolish two buildings at 230 Main Ave N. in North Bend, Washington, in a form and content approved by the City Attorney, in an amount not to \$39,469.32. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Torguson shared her thoughts about waste management fees relaying that her family has decided to downsize their garbage can in an effort to create less waste and help with costs. She noted North Bend Downtown Foundation announced Sips, Suds and Si will be held on May 18, 2024, and then welcomed new Finance Director Martin Chaw.

Councilmember Koellen congratulated the Mt Si High School Boys Basketball team for being State Champions.

DRAFT

Councilmember Tremolada encouraged residents to support small businesses and thanked Eric and team at Single Track Cycle for their contributions to the community and said he is sad to see them leaving town. He expressed his excitement about new businesses that will be starting in town with the help of the SnoValley Innovation Center. He asked residents to take caution traveling around area parks in light of opening day of baseball season and encouraged residents to support Snoqualmie Valley Little League by attending baseball games.

Councilmember Rustic noted she recently attended the Snoqualmie Valley Historical Society presentation on North Bend 101 and thanked them for their efforts.

Councilmember Joselyn echoed Councilmember Torgeson's comments about waste management and noted his family downsized their garbage can as a proactive step to reduce waste. He commented that the new garbage service contract with Recology provided for better community engagement and was the better of the two choices provided during the request for proposal process and recognized that the cost was not insignificant to the residents.

City Administrator Miller commented that he was happy to have the City's new Finance Director on board. Finance Director Chaw thanked City Administrator Miller and Council for welcoming him to the City.

Mayor Pro Tem Gothelf spoke regarding the following items:

- The new garbage contract with Recology will start April 1, 2024.
- Chat with the Chiefs at Hartwood Café on March 7, 2024 from 10 to 11 a.m.

EXECUTIVE SESSION:

Mayor Pro Tem Gothelf recessed the regular meeting for an Executive Session at 7:48 p.m. to discuss collective bargaining negotiations, pursuant to RCW 42.30.140(4). No action was anticipated as a result of the Executive Session, which was expected to last twenty minutes and videotaping of the meeting ceased.

The regular meeting reconvened at 8:08 p.m.

ADJOURNMENT:

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

The meeting adjourned at 8:08 p.m.

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ATTEST:

Alan Gothelf, Mayor Pro Tem

Jennifer Bourlin, Deputy City Clerk

DRAFT

NORTH BEND CITY COUNCIL MINUTES**March 19, 2024**

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

CALL TO ORDER, ROLL CALL:

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

Councilmembers Present: Elwood, Gothelf, Joselyn, Rustik, Torguson and Tremolada. Councilmember Koellen arrived at 7:06 p.m.

CONSENT AGENDA:

Minutes – City Council Workstudy of February 27, 2024

Payroll – March 5, 2024 – 28781 through 28786, in the amount of \$353,771.98

Checks – March 19, 2024 – 75309 through 75378, in the amount of \$917,284.95

AB24-030 – Motion Authorizing Collective Bargaining Agreement for Public Works Employees

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

CITIZEN'S COMMENTS:

Gary Stotler, 1262 Haystack Ave. SE, commented on the recent PSE power outages and opined that the grid serving North Bend was antiquated and inadequately maintained for the weather in the area and felt that the necessary remedies were a low priority for PSE. He commented on recent weather-related outages and hardships that they presented to citizens and businesses, the danger of wildfires, and asked PSE to consider more feeder lines into North Bend, increased maintenance, and underground distribution lines.

Mayor Miller announced that Councilmember Koellen arrived at 7:06 p.m.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Presentation – Recent Power Outage Updates

Audio: 6:49

Matt Larson, Puget Sound Energy Local Government Affairs and Public Policy Manager and Ryan Murphy, Puget Sound Energy Director of Electrical Operations, provided a presentation on the recent power outages which included review of the following: North Bend Area Transmission System, January 2024 Ice Storm and associated power failures and restorations, February 2024 Power Interruptions due to substation repairs, failed equipment and damage from tree fall and restorations, Distribution Reliability Metrics and

System Average Interruption Duration Index the four distribution circuits serving North Bend from 2019 through 2023.

Presentation – North Bend Downtown Foundation Update**Audio: 55:40**

Jessica Self, North Bend Downtown Foundation Executive Director and Britni Larson, North Bend Downtown Foundation President, provided an update on the Foundation which included the following: purpose of the organization, Washington State Main Street Program and accreditation status, four point approach for Main Street Programs, establishment and focus of the Design, Organization, Promotion and Economic Vitality Committees to facilitate the four point approach, upcoming community events and 2024 Work Plan.

State of the City Address – Mayor Miller**Audio: 1:11:41**

Mayor Miller delivered the following State of the City of North Bend 2024 Address:

“My heart is filled with pride and hope tonight, as we come together to reflect on the state of our beloved City of North Bend and look forward to what lies on the horizon.

Three months ago, I was sworn in as your mayor. Both as a Councilmember before this, and now, I have emphasized the importance of working hand-in-hand with our council, staff, project partners, and you, our residents. I am confident that our shared commitment to cooperation and unity will bring us much success this year.

In February we convened for our annual council retreat, a pivotal moment where we laid the groundwork for the year ahead. We engaged in thoughtful discussions, and together, set ambitious goals with a focus on improving transportation, bolstering infrastructure resilience, fostering inclusive community development, expanding green spaces for all to enjoy, addressing housing affordability challenges, and ensuring the safety and security of every resident.

It is within this context that I present to you a forward-looking State of the City of North Bend.

Infrastructure and Transportation: 2024 is a year full of engineering design, paving the way for groundbreaking on many infrastructure and transportation projects. In fact, at this very moment, there are 28 active capital and transportation improvement projects moving forward in the City. Each project is being carefully designed with safety, connectivity, the environment, and of course, our community in mind.

Expect to see fresh pavement overlays on Ballarat Avenue, Cedar Falls Way, and Ribary Way this year. And soon, you will hear of plans for a connection between West North Bend Way and Bendigo Boulevard South, called the South Fork Avenue Extension Bypass Project. The project will reduce truck traffic volumes and emissions impact within our Historic District, and it will improve safety, and access to Interstate 90.

In design phase this year are three roundabouts with construction planned for 2025 through 2027:

- At Mt. Si Boulevard and State Route 202
- At Mt. Si Road and North Bend Way
- And at North Bend Way, NW 8th Street, and South Fork Avenue

In addition to traffic calming improvements, we have several pedestrian connectivity projects both in design and construction this year. Projects like the shared use bridge over the South Fork Snoqualmie River and the Tanner Trail Extension on East North Bend Way will provide you with new ways to get around town safely.

The Council continues to support the Sidewalk Gap Program. Every year we evaluate sidewalks, identifying the highest need for repair. This year, the City will tackle four more sidewalks on East North Bend Way, NW 14th Street, Orchard Drive, and Cedar Falls Way.

Soon, we will be celebrating the completion of a monumental project: the Wastewater Treatment Plant High Priority Improvements, Phases 1 and 2. When complete, the project will decrease plant odor, improve employee safety, and comply with stricter state environmental requirements that protect the Snoqualmie River. The updated plant will also be prepared to accept new capacity such as the Meadowbrook Utility Local Improvement District and potential conversion of older septic systems. This investment in our infrastructure represents the largest capital improvement project the city has produced in a long time. It will serve us for the next 50 years.

In February, the Council voted unanimously to approve the North Bend Way Complete Street Corridor Plan. The Plan establishes a vision for five miles of North Bend Way, right through the heart of our Historic District and heading southeast. It incorporates our community's desire to maintain our rural, small-town character and it looks at ways to create a greater sense of place and safety – things like trails, sidewalks, pedestrian rest areas, gateways, trail crossings, and intersections. Like park master plans, funding for this plan will span several years and will be sourced from developer fees and construction, grants, and possibly a Utility Local Improvement District.

Now, as a resident in our mountain town, chances are you've heard talk about local water: where it comes from, who provides it, and the conservation of it. This year is an exciting time for North Bend as we continue to improve our use of this finite resource.

Both the City and our other local water purveyor, Sallal Water Association, are in the process of designing and constructing two water interties. By 2025, the interties will be ready to share water, allowing for mutual support in emergencies and providing everyone with the ability to supply water to all property owners in their service areas as is required by state law.

On our part, we will continue in our work to decrease system distribution leakage by replacing old, leaking water mains. This year, NW 8th Street will get a new watermain, and you will hear more as design is completed in preparation for a new watermain on NW 14th Street.

Thanks to your help, our community is in the forefront of water conservation. 2024 will mark our fourth year of enacting the Water Conservation Ordinance. Regardless of state mitigation requirements, being mindful of our use of water is, simply put, the right thing to do. By conserving water, we are doing our part to keep the Snoqualmie River healthy - which protects the river and saves you money.

In addition, this year we will be evaluating the accuracy of FEMA's 100-year floodplain maps in North Bend. You will also hear more about design plans to expand the Silver Creek culvert, which will help in decreasing the likelihood of flooding in the Silver Creek neighborhood.

Parks: We value our parks and open spaces here in North Bend. They play a critical role in the mental and physical health of our community, and the preservation of green space is always welcome here.

Thanks to hardworking staff and a deeply committed Parks Commission and Council, 2024 will see more park planning and trail improvements, often in partnership with our local Si View Metropolitan Parks District, King County Parks, Mountains to Sound Greenway, and others. Three particularly exciting projects to celebrate this year include:

1. The new four-acre Dahlgren Family Park, opening later this spring! Enjoy mountain viewing, playground equipment, a picnic shelter, sand volleyball court, and trail connection to King County's newly enhanced Tanner Landing Park.
2. The new 32-acre Tennant Trailhead Park, opening mid-April, will offer various levels of mountain biking and hiking trails. Eventually it will link to the Raging River trail system.
3. And on the west end of North Bend, I am excited to recreate with many of you as our Parks District opens up new programs and continues their work in hosting agricultural incubator space at the completely rejuvenated and award-winning, historic Tollgate Farm Park.

I am happy to add that in February, the Council approved grant-funded work to restore the Tollgate Forest. It will involve removing invasive weeds and adding back native plants that will help to improve riparian corridor and floodplain across more than 100 acres of city property and along 3,000 feet of both banks of the South Fork Snoqualmie River.

The project will include community volunteer events. I look forward to joining you as we all work together to improve local habitat!

I am going to step into this park update, take a quick pause, and just say thank you. The Council, staff, and I recognize all the community input and volunteerism – all your work –

that contributes largely to park planning and preservation.

4. One of those realized visions you helped to create is the conceptual Master Plan for Taylor Park, one that could bring us a plaza, native plantings, a holiday tree, and a splash pad or interactive fountain – all in the heart of our downtown.
 - o And to add to this, an exciting update near Taylor Park is McClellan Avenue, a highly visible spot that many of us rely on for parking when shopping or hopping on a historic train. The City is being awarded grant funding to move and lower the rail tracks which will make a huge impact on parking and the appearance of McClellan. Expect to see design plans this year.
5. You also played a big part in developing the conceptual Master Plan for Riverfront Park, with viewpoints, trails, native plantings, and more connectivity.
 - o With a council-approved Master Plan concept for both Taylor and Riverfront Park, staff are now applying for additional grant funding. Grants will be matched with park impact fees and other city resources to permit a phased improvement of these parks.

Community Development: Last summer, many of you participated in our first-ever city-wide Community Survey. And you know what was noted to be of very high importance to residents? Increased economic development.

We heard you. With the Council's direction and the Planning and Economic Development Commissions' help, staff are focusing resources on bringing new businesses to North Bend that uphold our live and play where you work philosophy.

Expect to see movement:

- On the dual-brand Wyndham Hotel. Right now, the closed-up portion of the outlet mall is undergoing demolition. We anticipate that our first 121-room, full-service hotel will be under construction this year.
- On Master Plan discussions in both east North Bend – in the truck town area – and west North Bend, near Nintendo. Master plans for both locations will help to preserve community needs, such as quality local jobs and amenities from new office and manufacturing development.
- On an Outdoor Recreation Marketing Campaign. Look forward to seeing promotional material that will market responsible recreation opportunities in a variety of ways – via visitor guides, websites, and social media.
- On a Small Business Expansion Guide. We are always looking for ways to improve transparency and simplify the process for small business startup and growth, and this tool will certainly help.

Your voice throughout all this work is immensely important to the Council, commissions, staff, and the future of North Bend. Expect more opportunities for feedback this year through commission and council meetings, public hearings, and surveys.

Housing Affordability and Diversity: North Bend must be a city where working people can work and afford a place to live, to raise a family, and eventually, to retire.

In November, the Council approved the purchase and sale agreement of land for this very purpose. Located downtown, 230 Main Avenue will provide rental homes for local workers, affordable to families making no more than 60% of King County median income. It will help ease the workforce shortage among businesses. Staff are drafting a Request for Proposals to be presented to the Council and once approved, we will begin work with a housing developer that shares our mission of keeping North Bend an economically healthy and highly livable town.

Comprehensive Plan Update: In addition to ensuring diverse housing that fits the needs of all our residents, we are working hard to update our guiding documents – the Comprehensive Plan being a big one – so that we keep our promise of a healthy North Bend not just now, but well into the future.

Under the requirement of the Growth Management Act, staff and the Council have been working to update the 2015 Plan. Thanks to hard work, lots of citizen engagement and cross-collaboration with many organizations, the Critical Areas, Transportation, Parks and Open Space, Economic Development, and Shoreline elements are now complete.

This year, you will see updates for the Land Use, Housing, Utilities, Capital Facilities, Natural Resources, and Energy and Sustainability elements.

With these updates will be requests for your help. I've said it before, and I will say it again: your feedback, concerns, and expectations matter. Please join us as more opportunities for feedback arise. We expect to have a fully updated Comprehensive Plan by the end of year.

Public Safety: The Council and I are united on many fronts, one of which is public safety. Residents and business owners have expressed concern over recent incidents of crime in town. At a council meeting in February, Police Chief Lynch acknowledged growing concerns and gave context to this surge in crime, noting that it is not only a North Bend problem, but a larger, Washington State issue.

He addressed a pathway moving forward, sharing new and expanded efforts that will combat issues like property crime and traffic violence. One neat collaboration to look forward to is a satellite police station that will be moving into the North Bend Premium Outlets! Thanks to collaborative work between outlet mall owners Simon Properties, Snoqualmie-North Bend Police, and the City, you can expect to see more local police presence in this area.

I want to thank Police Chief Lynch and Fire Chief Lane for all their work keeping residents safe. They have supported both departments through a tough winter. We brought our chiefs downtown this month for a well-attended Chat with the Chiefs event. This form of

direct access at the community level is important, and we plan to offer more of these opportunities this year.

A big part of my work as your mayor is working with neighboring cities. As you may know, the City of North Bend contracts with the City of Snoqualmie for police services. Our current contract will end on December 31, 2024, so we are beginning work with our neighbor city right now to renegotiate a new police services contract and ensure public safety and level of service meets your expectations.

Fiscal Sustainability: Being fiscally responsible is a duty your city takes very seriously, and this year, North Bend will be one of a few cities in Washington State who have taken a big step toward safeguarding our financial future with a long-term, deep study, called a Fiscal Sustainability Analysis.

An analysis of this sort will be a real gem for our city, providing a realistic look at our future in a variety of scenarios, and identifying strategies for long-term economic development and financial sustainability with each. The study is providing the Council with an evaluation tool for peeking into the future, so to speak, to see what direction a policy may lead with respect to our finances. The first scenario was presented to the Council in a Workstudy in February.

Also in the way of fiscal responsibility, we will be working this year to develop the Biennial Budget for 2025 and 2026. The Fiscal Sustainability Study will already be at work providing us with important revenue projections. Staff looks forward to working through the budget preparation process with the Council in the coming months, ensuring we do our best in creating a balanced budget that reflects community priorities, infrastructure maintenance and city-wide improvements you can be proud of.

And, the City received over \$2 million from the American Rescue Plan Act. We have been using these funds to support economic development and human services organizations, to replenish lost City government revenues, and to make investments that support long-term growth and opportunity. This year, listen for updates on ARPA funds that support park improvements, more social services, and tourism efforts. The funds are focused on those in our community that were disproportionately affected by the Covid-19 pandemic.

IN CLOSING: Thank you to our Council, thank you to our staff, and thank you to our residents for your support. As we navigate the opportunities and challenges of 2024, let us remember that our greatest strength lies in our unity. By working together we will thrive as the vibrant, resilient, highly livable community that we are.

Together, let us write the next chapter of our city's remarkable story."

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Joselyn, Chair

A report of the March 19th meeting was provided.

Finance & Administration Committee – Councilmember Elwood, Chair
A report of the March 12th meeting was provided.

Public Health & Safety Committee – Councilmember Rustik, Chair
A report of the March 5th meeting was provided.

Transportation & Public Works Committee – Councilmember Koellen, Chair
A report of the February 27th meeting was provided.

Council Workstudy – Mayor Pro Tem Gothelf
A report of the February 27th Workstudy was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the March 14th meeting was provided.

Sound Cities Association Board of Health – Councilmember Koellen
A report of the February 15th meeting was provided.

Sound Cities Association Public Issues Committee – Councilmember Tremolada
A report of the March 13th meeting was provided.

Planning Commission
A report of the March 6th meeting was provided.

Parks Commission
No report.

Economic Development Commission
A report of the February 27th meeting was provided.

INTRODUCTIONS:

AB24-031 – Motion Authorizing Contract with FCS Group for Impact Fee **Audio: 1:41:28**
Study

Community & Economic Development Director Deming provided the staff report.

Councilmember Elwood **MOVED**, seconded by Councilmember Koellen to approve AB24-031, authorizing the Mayor to sign a contract with FCS Group for Development Impact Fee Update, in a form and content approved by the City Attorney, in an amount not to exceed \$99,530. The motion **PASSED** 7-0.

AB24-032 – Motion Authorizing Middle Housing Grant Agreement with WA State Department of Commerce **Audio: 1:47:08**

Community & Economic Development Director Deming provided the staff report.

Councilmember Elwood **MOVED**, seconded by Councilmember Koellen to approve AB24-032, authorizing the Mayor to sign the Middle Housing Grant Agreement with Washington State Department of Commerce, in a final form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Gothelf commented on the longer daylight hours and asked all to exercise caution when traveling in areas where children were at play.

Councilmember Tremolada commented on the nice weather and encouraged all to be cautious when recreating near the Snoqualmie River. Additionally, he commented on the increased traffic at local businesses due to the nice weather.

Councilmember Koellen encouraged all to enjoy the nice weather.

Councilmember Torguson mentioned the upcoming change in garbage service providers and encouraged those that wished to change their container size to reach out to Recology.

Councilmember Elwood thanked City staff that were part of the negotiating time for the Collective Bargaining Agreement for the Public Works employees that was passed on tonight's consent agenda. Additionally, he encouraged all to check out the City's website for City news released and thanked Communications Manager Keveren for all of her efforts.

City Administrator Miller thanked Economic Development Manager Henderson for his efforts bringing new businesses to North Bend and commented on the recent construction related to a new hotel at the Outlet Mall.

Mayor Miller spoke regarding the following items:

- Yard Waste Recycling – April 6th 8 a.m. to Noon @ Public Works
- CERT Training Courses starting April 27th @ Snoqualmie Fire Station
- Earliest Start to Spring in 128 years

ADJOURNMENT:

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

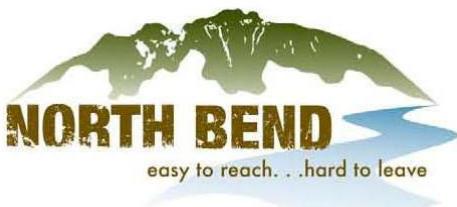
The meeting adjourned at 8:53 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk

DRAFT



City Council Agenda Bill

SUBJECT:	Agenda Date: April 2, 2024	AB24-033
Resolution Accepting Infrastructure Improvements from River Run Ventures LLC for the River Run 128-Unit Multifamily Development	Department/Committee/Individual	
Cost Impact: N/A	Mayor Mary Miller	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	X

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

SUMMARY STATEMENT:

River Run Ventures LLC (“Developer”), has completed infrastructure construction of the River Run 128-Unit Multifamily Development (“Project”). The Project is located at 1835 SE 136th Street, but also fronts 436th Avenue SE just south of Chinook Lumber. The Project consists of 11 buildings and one clubhouse. The Developer constructed a new roundabout at 436th and SE 136th Street, 1,129 feet of sewer main, 1,577 feet of storm drainage pipe, two stormwater water quality facilities, a stormwater infiltration gallery, 29,740 square feet of road paving, and other improvements in public right-of-ways and granting to the City all necessary public easements.

Key project completion dates are as follows:

- SEPA MDNS: May 11, 2018
- Developer Extension Agreement Authorization: May 18, 2018, with North Bend Associates LLC, reassigned to River Run Ventures LLC on December 15, 2021
- Engineering Plan Approval: November 29, 2021
- Infrastructure punch list completion: March 2024

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

This Agenda Bill’s purpose is to authorize transfer of ownership of Developer-constructed Infrastructure Improvements to the City through passage of a resolution.

APPLICABLE BRAND GUIDELINES: Design Standards

COMMITTEE REVIEW AND RECOMMENDATION: This item was brought up during the Transportation and Public Works Committee meeting on March 26, 2024, and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: MOTION to approve AB24-033, a resolution accepting ownership of the Infrastructure Improvements constructed as part of the River Run 128-Unit Multifamily Development Project.

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
April 2, 2024		

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, ACCEPTING WASTEWATER
COLLECTION, STORM DRAINAGE SYSTEM
IMPROVEMENTS, AND CURB AND STREET PAVING
IMPROVEMENTS FROM RIVER RUN VENTURES, LLC
FOR THE 128-UNIT RIVER RUN MULTIFAMILY
DEVELOPMENT**

WHEREAS, River Run Ventures, LLC (“Developer”) has completed construction of the 128-unit River Run Multifamily Development Project (“Project”); and

WHEREAS, the Developer received State Environmental Protection Act (“SEPA”) Mitigated Determination of Nonsignificant (“MDNS”) on May 11, 2018; and

WHEREAS, the Developer Extension Agreement authorization was received on May 18, 2018, by North Bend Associates LLC, which was reassigned to the Developer on December 15, 2021; and

WHEREAS, the Developer received Engineering Plan Approval on November 29, 2021; and

WHEREAS, the Developer has constructed the required wastewater collection, storm drainage system improvements, and curb and street paving improvements (collectively “Infrastructure Improvements”); and

WHEREAS, City Staff have inspected the Infrastructure Improvements and the City accepts transfer of ownership of Developer-constructed Infrastructure Improvements; and

WHEREAS, the Developer has provided the City with the market value assignment for the Infrastructure Improvements and a Bill of Sale for the Infrastructure Improvements; and

WHEREAS, the City Council of the City of North Bend finds that the Infrastructure Improvements meet the standards of the City, and that the value assigned by the Developer reflects a fair market value;

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

Section 1. The City Council of the City of North Bend accepts the wastewater collection, storm drainage, and curb and street paving improvements built for the 128-unit River Run

Multifamily Development Project as depicted in the attached Exhibit A to this resolution, which is incorporated herein by reference.

Section 2. The Mayor is authorized to execute the Bill of Sale accepting the wastewater collection, storm drainage, and curb and street paving improvements on behalf of the City of North Bend, in the form attached hereto as Exhibit B or in a substantially similar form, in a final form acceptable to the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF
APRIL, 2024.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

RiverRun Apartments Roundabout Construction - BILL OF SALE
10/9/2023

RUVER RUN BOS - ONSITE IMPROVEMETS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Sanitary Sewer	48" Manholes	10	EA	\$ 2,500.00	\$ 25,000.00
Sanitary Sewer	8" Sewer Main	1129	LF	\$ 52.66	\$ 59,453.14
Sanitary Sewer	24" Sewer Castings	10	EA	\$ 587.71	\$ 5,877.10
SUBTOTAL					\$ 90,330.24

RUVER RUN BOS - OFFSITE RAB IMPROVEMETS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Storm System	6" SD Pipe	10	LF	\$ 34.79	\$ 347.90
Storm System	8" SD Pipe	91	LF	\$ 93.96	\$ 8,550.36
Storm System	12" PVC	1577	LF	\$ 43.04	\$ 67,874.08
Storm System	12" DIP	146	LF	\$ 151.33	\$ 22,094.18
Storm System	Type 1 CB	19	EA	\$ 1,453.70	\$ 27,620.30
Storm System	Type II CB 48"	7	EA	\$ 3,118.70	\$ 21,830.90
Storm System	Type II CB 52"	1	EA	\$ 3,960.80	\$ 3,960.80
Storm System	Castings	27	EA	\$ 406.94	\$ 10,987.38
Storm System	Filters Peak Strucutre	2	EA	\$ 33,967.20	\$ 67,934.40
Storm System	Storm Gallery	1	EA	\$ 37,760.00	\$ 37,760.00
SUBTOTAL					\$ 268,612.40

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Sanitary Sewer	48" MH Riser & Casting	1	EA	\$ 2,500.00	\$ 2,500.00
SUBTOTAL					\$ 2,500.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Roadway - Paving	6" Depth Rock Base	1511	TN	\$ 19.14	\$ 28,920.54
Roadway - Paving	6" HMA	29740	SF	\$ 5.13	\$ 152,566.20
Roadway - Paving	Striping	12000	LS	\$ 12,000.00	\$ 12,000.00
Roadway - Paving	Signage	35	EA	\$ 502.00	\$ 17,570.00
SUBTOTAL					\$ 211,056.74

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Curb, Gutter & Sidewalk	Vertical Curb & Gutter	905	LF	\$ 21.61	\$ 19,557.05
Curb, Gutter & Sidewalk	Type 1 Curb	466	LF	\$ 33.61	\$ 15,662.26
Curb, Gutter & Sidewalk	Type 2 Curb	1720	LF	\$ 33.61	\$ 57,809.20
Curb, Gutter & Sidewalk	Type 3 Curb	190	LF	\$ 94.84	\$ 18,019.60
Curb, Gutter & Sidewalk	4" Thick Sidewalk	18296	SF	\$ 5.11	\$ 93,492.56
Curb, Gutter & Sidewalk	9" Stamped Concrete	3120	SF	\$ 16.93	\$ 52,821.60
Curb, Gutter & Sidewalk	Wheelchair Ramps	14	EA	\$ 1,435.47	\$ 20,096.58
SUBTOTAL					\$ 277,458.85
TOTAL					\$ 759,627.99

Return Address:

CITY CLERK
CITY OF NORTH BEND
920 SE CEDAR FALLS WAY
NORTH BEND, WA 98045

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Bill of Sale 2. _____

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. River Run Ventures, LLC _____, _____

2. _____, _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. City of North Bend

2. _____, _____

Additional names on page _____ of document.

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

Por. of NW ¼, Sec. 14, Twn. 23 N., Rge. 8 E., W.M.

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

142308-9135, -9136, -9132

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

 Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

UPON RECORDING RETURN TO:

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

BILL OF SALE

Reference Numbers of Related Documents: N/A

Grantor: River Run Ventures, LLC

Grantee: City of North Bend

Legal Description: See Attached

Abbreviated Legal: Por. of NW ¼, Sec. 14, Twn. 23 N., Rge. 8 E., W.M.

Tax Parcel Identification Number: 142308-9135, -9136, -9132

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, River Run Ventures, LLC, a Washington Limited Liability Corporation (“Grantor”), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington municipal corporation (“Grantee” or “the City”), the following described wastewater collection, and storm drainage system improvements, and the following curb and street paving improvements, all of which has been constructed and installed in the existing public right of way or multi-family project commonly known as River Run (“Project”):

Wastewater Collection System:

Grantor constructed approximately 1,129 lineal feet of 8" diameter sewer main and other applicable wastewater facilities and appurtenances located in the Project, and 436th Avenue SE and SE 136th Street (“Wastewater Collection System”). The Wastewater Collection System shall be owned and maintained by the City.

Side sewers within the Project site shall be owned and maintained by the Project owner.

Side sewers installed outside of the Project to serve adjacent properties shall be owned and maintained by the property owner for which it serves.

Storm Drainage System:

All stormwater infiltration galleries, water quality storm filter vaults, stormwater presettling vaults, grease interceptors for trash enclosures, and stormwater conveyance facilities and associated appurtenances within the Project are private and to be owned and maintained by the Project owner.

Grantor constructed approximately 1,577 lineal feet 12" diameter storm drainage pipe and other applicable storm drainage facilities and appurtenances in 436th Ave SE and SE 136th Street that shall be owned and maintained by the City.

The infiltration gallery, and two Filtera Peak Diversion stormwater water quality vaults in 436th Ave SE and other applicable storm drainage facilities and appurtenances shall be owned and maintained by the City.

Area drains and six-inch conveyance pipe in landscape strips fronting the Project along 436th Ave SE and/or SE 136th Street shall be owned and maintained by the Project owner.

Curbs and Street Paving:

Approximately 3,281 lineal feet of vertical curb and gutter and approximately 29,740 sf of asphalt paving of 436th Avenue SE and SE 136th Street including the associated roundabout shall be owned and maintained by the City.

Street signage within the Project site shall be maintained by the Project owner.

Street signage outside of the Project site along 436th Ave SE and SE 136th Street including the roundabout and associated medians, shall be owned and maintained by the City.

Sidewalks, landscape strips, irrigation, and associated facilities and appurtenances constructed as part of the Project located along the Project's frontage of 436th Ave SE and SE 136th Street shall be owned and maintained by the Project owner.

Sidewalks, landscape strips, roundabout center island and medians, irrigation, and power not part of the Project's frontage shall be owned and maintained by the City.

Street lights within the Project shall be owned and maintained by the Project owner.

Street lights installed along 436th Ave SE and SE 136th Street shall be owned and maintained by the City.

Damage to any improvements in the road prism (road prism defined as back of curb to back of curb or back of curb to edge of pavement on City streets) caused by failure to maintain landscape strips, existing trees, street trees, sidewalks, street lights (within the project site), and/or associated facilities along the project frontage of 436th Ave SE and SE 136th Street located outside of the road prism shall be reconstructed, removed or replaced by the Project owner.

Grantor warrants that it is the sole owner of all the property above described and has full power to convey all rights herein conveyed, and agrees to defend, indemnify, and hold Grantee harmless from any and all claims which might result from execution of this document.

Grantor warrants that the property above described is free from all liens and encumbrances, and Grantor will defend, indemnify, and hold harmless Grantee and its successors and assigns against

claims and demands of all persons regarding ownership in or rights to the property hereby conveyed.

By accepting and recording this instrument, the City accepts and agrees to maintain only the property expressly conveyed herein, and to do so in the same manner as though it had been constructed by the City.

IN WITNESS WHEREOF the Grantor(s) has/have executed these presents this ____ day of _____, 20____.

GRANTOR:
River Run Ventures, LLC

GRANTEE:
City of North Bend

By: _____
Its: _____

By: _____
Its: _____

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of River Run Ventures LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

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STATE OF WASHINGTON)
)ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mary Miller is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as the Mayor of the City of North Bend to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

RiverRun Apartments Roundabout Construction - BILL OF SALE
10/9/2023

RUVER RUN BOS - ONSITE IMPROVEMETS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
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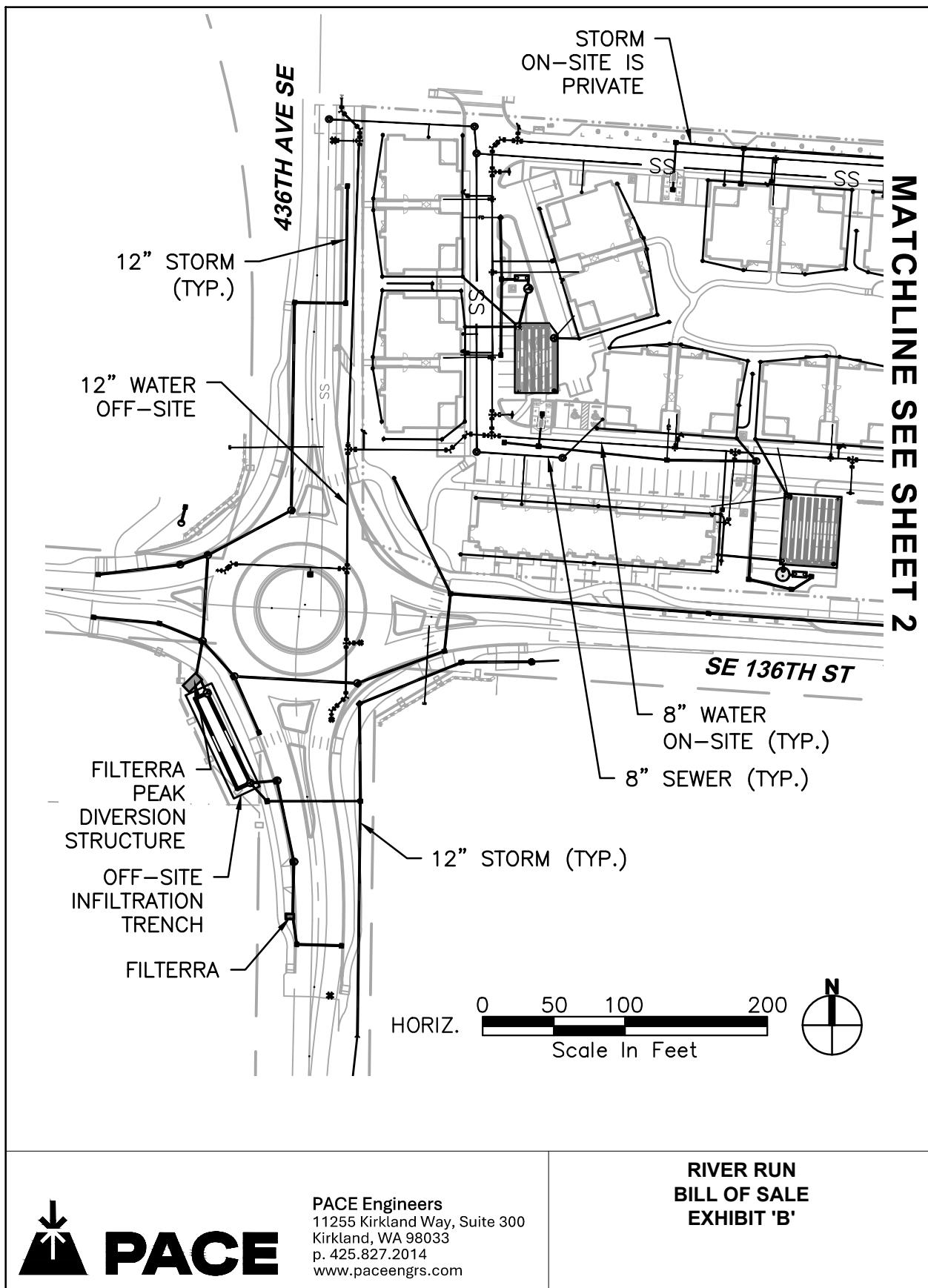
RUVER RUN BOS - OFFSITE RAB IMPROVEMETS

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					SUBTOTAL \$ <u>268,612.40</u>

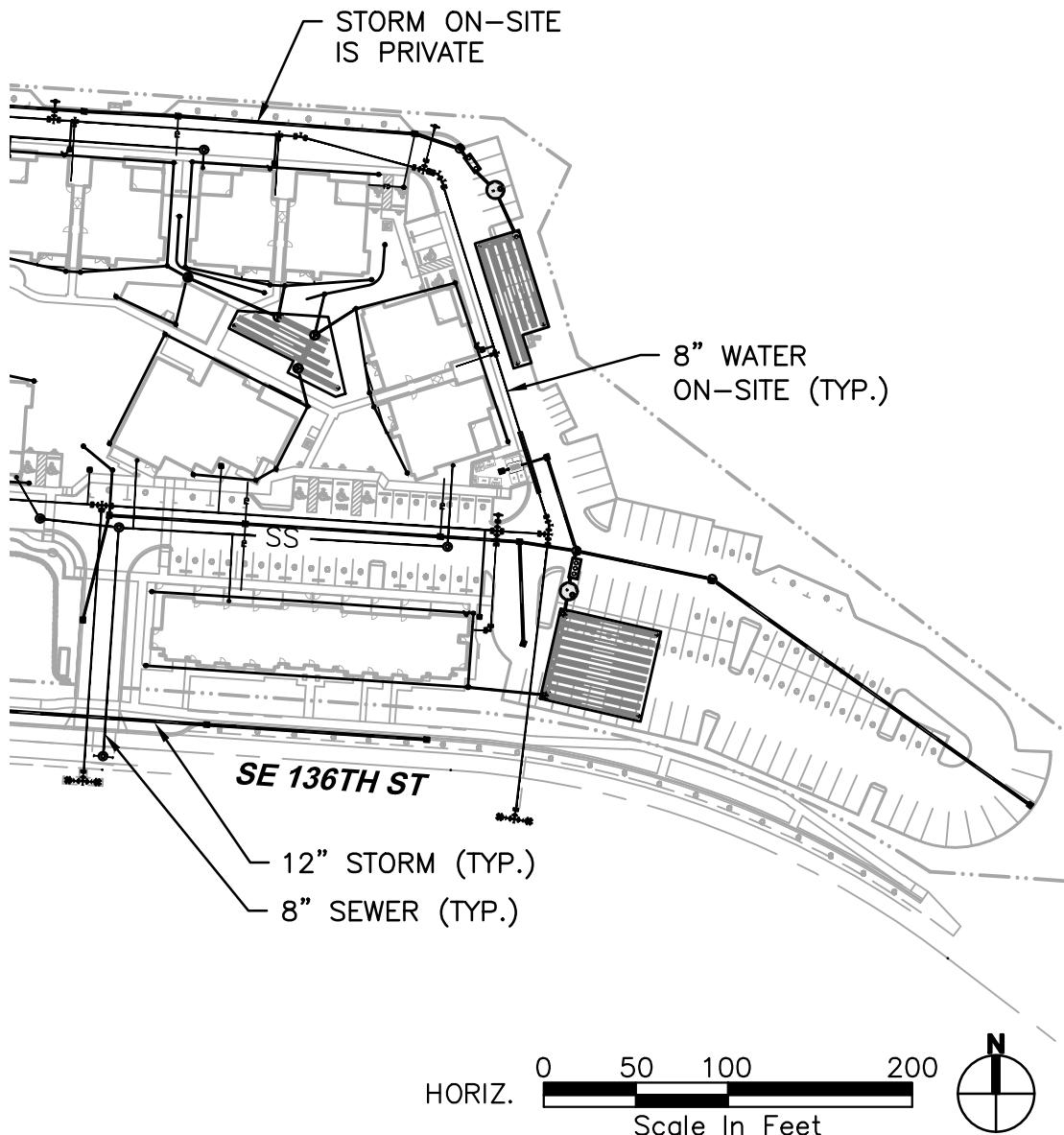
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Curb, Gutter & Sidewalk	Wheelchair Ramps	14	EA	\$ 1,435.47	\$ 20,096.58
					SUBTOTAL \$ <u>277,458.85</u>
					TOTAL \$ <u>759,627.99</u>



MATCHLINE SEE SHEET 1



PACE Engineers
11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014
www.paceengrs.com

**RIVER RUN
BILL OF SALE
EXHIBIT 'B'**

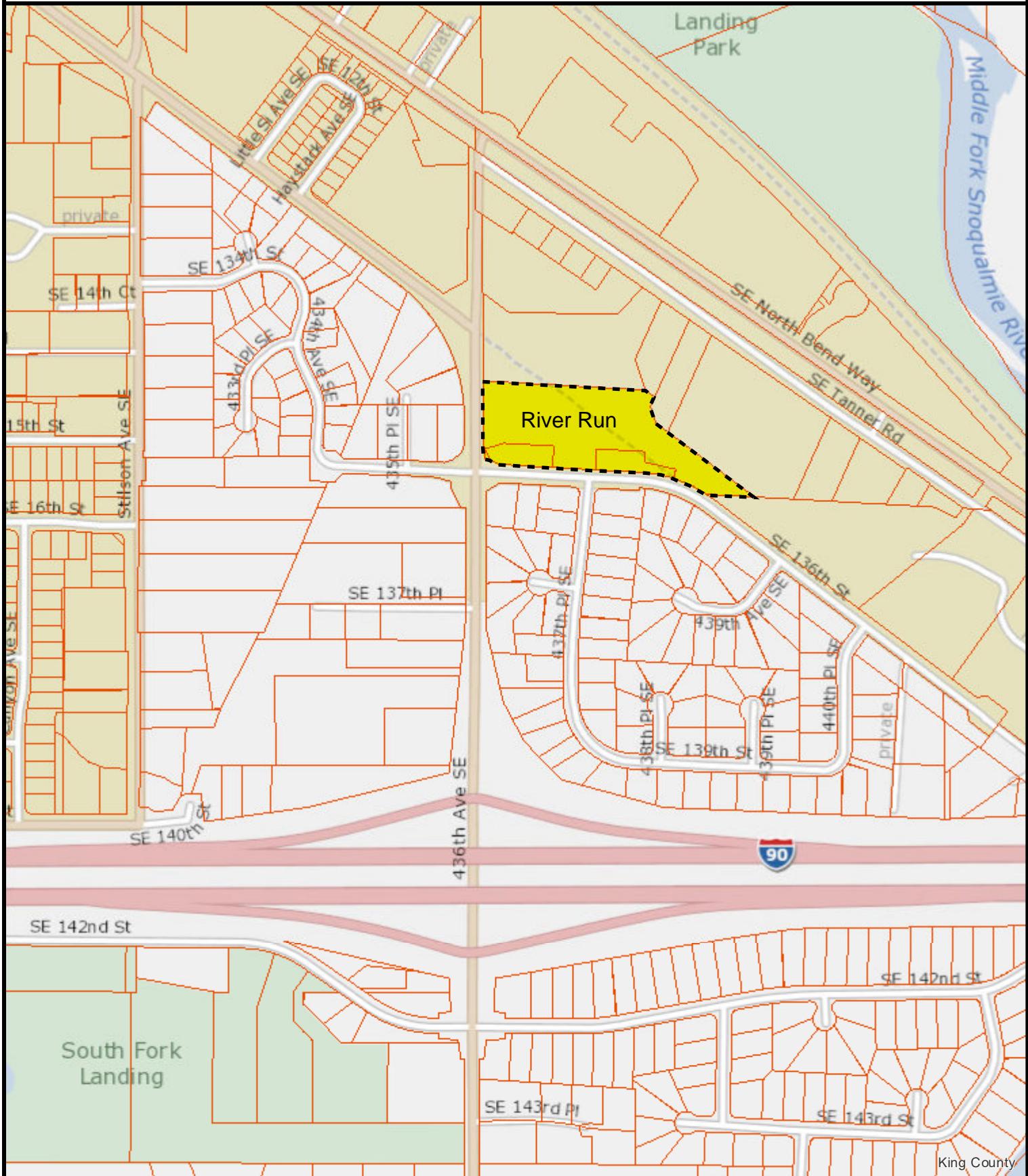
PAGE 2 OF 2

Legal Description

**LOTS 1, 2 AND 3 OF KC SHORT PLAT NO 982016 RECORDING NO 8303150541 SD
SHORT PLAT DAF - POR SW 1/4 OF NW 1/4 - BAAP OPPOSITE HWY ENGR STA
CFR 37 + 50 ON CFR-LN SURVEY OF ST HWY PROPERTY ADDRESS 43600 SE
136TH ST**

Vicinity Map

Council Packet April 2, 2024

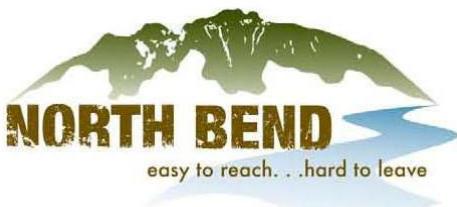


The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 10/16/2023

Notes:





City Council Agenda Bill

SUBJECT:	Agenda Date: April 2, 2024	AB24-034
Motion Authorizing Contract with Transpo Group for Preparation of an ADA Transition Plan for Public Right-of-Way	Department/Committee/Individual	
Cost Impact: \$89,980 NTE	Mayor Mary Miller	
Fund Source: Streets Professional Services	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	X
Attachments: Scope & Fee		

SUMMARY STATEMENT:

The Americans with Disabilities Act (ADA) of 1990 provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, and access to public accommodations, transportation, and telecommunications. There are five titles (or parts) to the ADA, of which Title II is most pertinent to travel in the public right-of-way. Title II specifies equal access to all services, programs and activities that are provided or made available by public entities. Once a City reaches 50 employees, including Council, there is an ADA requirement to put an ADA Transition Plan for Public Right-of-Way in place.

The ADA Transition Plan for Public Right-of-Way will address the requirements of ADA Title II, Part 35, Subpart D – Program Accessibility § 35.150(d)(3), for facilities within the public right-of-way of the City of North Bend (City) as described below:

The plan shall, at a minimum—

- (i) Identify physical obstacles in the public program areas of the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- (ii) Describe in detail the methods that will be used to make the facilities accessible;
- (iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and
- (iv) Indicate the official responsible for implementation of the plan.

Transpo Group is a planning and engineering firm located in Kirkland, Washington that can provide the City with an ADA Transition Plan for Public Right-of-Way to ensure compliance with ADA Title II, Part 35 as addressed above.

Specifically, the work scope is to identify sidewalks, crosswalks, ADA ramps, etc. in the right-of-way that are not ADA compliant. An ADA Transition Plan for Public Right-of-Way will outline steps the City can take to remove any physical or communication barriers that prevent people with disabilities from fully participating in public life.

Transpo Group has been selected for their expertise in transportation planning and their commitment to meeting ADA requirements. Their scope of work consists of the following tasks:

City Council Agenda Bill

Task 1: Project Management and Coordination
 Task 2: Self Evaluation and Data Collection
 Task 3: Stakeholder Engagement Support
 Task 4: Evaluation of Existing Barrier Removal Policies
 Task 5: Implementation Schedule
 Task 6: Draft and Final Plan

Data collection from Task 2 above will be transmitted to the City in a format allowing the City to add this information to its GIS database.

This contract with Transpo Group will require an initial investment in consulting services. The overall right-of-way implementation program will be a multi-year financial commitment with costs to be determined under this contract.

City staff recommend moving forward with Transpo Group for the attached work scope and fee.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the March 26th, 2024, Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB24-034, authorizing a contract with Transpo Group for preparation of a City of North Bend ADA Transition Plan for Public Right-of-Way, in a form and content acceptable to the City Attorney, in an amount not to exceed \$89,980.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 2, 2024		

Exhibit A—Scope of Services, Fee & Schedule

Client Name:	City of North Bend
Project Name:	ADA Transition Plan for Public Rights-of-Way
Exhibit Dated:	March 15, 2024 TG: 1.23473.PR

The Americans with Disabilities (ADA) act of 1990 provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, and access to public accommodations, transportation, and telecommunications. There are five titles (or parts) to the ADA, of which Title II is most pertinent to travel in the public right-of-way. This title specifies equal access to all services, programs and activities that are provided or made available by public entities.

This ADA Transition Plan for Public Right-of-Way will address the requirements of ADA Title II, Part 35, Subpart D – Program Accessibility § 35.150 (d)(3) for facilities within the public right-of-way of City of North Bend.

The plan shall, at a minimum—

- (i) Identify physical obstacles in the public program areas of the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- (ii) Describe in detail the methods that will be used to make the facilities accessible;
- (iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and
- (iv) Indicate the official responsible for implementation of the plan.

The scope of work contained below meets all the requirements identified above.

The consultant work program is organized into the following tasks:

1. Project Management and Coordination
2. Evaluation of Existing Barrier Removal Practices
3. Stakeholder Engagement
4. Self-Evaluation Data Collection
5. Implementation Schedule
6. Draft and Final Plan

Task 1 – Project Management and Coordination

1.1 Project Coordination

The consultant team project manager will coordinate with the City's project manager on a periodic basis throughout the duration of the project. The coordination will address project scope/status, policy direction, budget, schedule and planned data collection efforts. Coordination will be via telephone calls, and email, as appropriate.

1.2 Progress Reports and Invoices

The consultant will prepare monthly progress reports and invoices.

1.3 Kick-off Meeting

Prior to initiating data collection efforts, the consultant will hold a kick-off meeting with Transpo and City staff to go over safety and communication protocols, data collection schedule, quality control processes, existing City standards and policies, and the overall project scope and schedule.

Agency Support

- The City's project manager will regularly keep in contact with consultant team and communicate internally to City staff on progress and schedule.
- The City will facilitate engagement from partners like FHWA and WSDOT, if needed.

Consultant Deliverables

- Notes, emails, or other summaries of communication.
- Monthly progress reports and invoices.

Task 2 – Self-Evaluation Data Collection

Data collection is the foundation of this project and will provide a clear understanding of what accessibility barriers exist and what needs to be done to remove them.

2.1 Public Right-of Way Self-Evaluation

Data will be collected using mobile tablets (ie: iOS, Android, etc.) and stored on a real-time cloud-based GIS database and interactive web viewer, for immediate review. Data may be collected up to 50 feet beyond the City Limits (AOI) for completeness. A draft data dictionary will be provided to the City for review and will be used as a starting point for development of the final data dictionary. The consultant team will work with the City to review and finalize the data collection data dictionary through coordination with City of North Bend staff. The facilities to be inventoried are assumed to include **37 miles** of sidewalk, paved trail and pedestrian pathway, including individual barriers along the sidewalk/pathway, curb ramps, pedestrian push buttons, and marked crosswalk locations. This information was provided by City staff is an estimate only. **Should the actual mileage of sidewalk significantly deviate from what is assumed, Transpo will coordinate with the City to adjust the scope of services, fee projection and schedule accordingly and will perform these services, upon receipt of written authorization.**

The information above is based on information provided by the City.

Agency Support

- Provide existing GIS data standards and any database requirements.
- Coordination support and feedback on a best practice data collection design standard. This would include database functionality to reduce errors and optimize field collection efficiency.
- Review boundary of data collection and identify facilities within City not owned by City
- Provide:
 - Base Map and Area of Interest GIS Data
 - Most current Aerial Imagery of the City for data collection data accuracy and reference. (Preferred format in SID format)
 - Other CAD-based and GIS-based data, as needed
 - Copies of all current MEF forms and information
- Other support from City GIS Staff, as needed

Consultant Deliverables

- Inventory and Barrier database will be delivered in GIS map package or ZIP compressed format and transmitted through the consultant FTP site for the project. Database will be using an ESRI file geodatabase format with some attachments enabled, where applicable. Core metadata elements will be included such as creator, title, description, keywords, publisher, date, extents, coordinate system, source, rights, and data fields with coded domain values described, where applicable. All deliverable spatial data shall be referenced to the following ArcGIS projection definition of NAD 1983 HARN StatePlane Washington South FIPS 4602 (US Feet)
- Summary table of total number of existing ADA inventory assets collected by feature type.
- Interactive web map viewer of ADA Inventory Data Collection. During the duration of the project, a plan will be written on how to migrate the web map viewer and GIS database to the City's current GIS infrastructure.

Task 3 – Stakeholder Engagement Support

3.1 Stakeholder Engagement Support

In order to support the development of the ADA transition plan and provide a robust and inclusive outreach process, the consultant will assist the City in the following areas:

- Development of an online open house including a website, online survey, mapping tool, paper project flyer and social media graphic to be used in promoting the online event. Results of the online survey

and mapping tool will be summarized in the transition plan document and used as input into the prioritization of facilities.

It is assumed the City will lead all promotion activities and actively seek out and notify the intended target audience. The target audiences for outreach could include:

- General Public
- Federal/State oversight agencies
- Social Service organizations
- Education providers
- Individuals/organizations representing individuals with disabilities

3.2 Grievance Policy

Transpo will review the City's current grievance policy and provide recommendations based on national best practices. These recommendations will be submitted to the City for review and upon receipt of comments, Transpo will finalize.

Agency Support

- *Provide support staff as necessary*
- *Assist with reaching out to individuals with limited mobility, vision, and hearing, as well as groups that work with those individuals including schools and social service providers*
- *Support in the development of the online public meeting*
- *Designation of webpage on City's website for ADA transition plan.*
- *Review of Grievance Policy recommendations*

Consultant Deliverables

- *Development of content for an online open house and survey*
- *Draft and Final Grievance Policy recommendations.*
- *Summary of outreach including summary of all outreach efforts including the focus group as well as a summary of comments received.*

Task 4 – Evaluation of Existing Barrier Removal Practices

This task evaluates how barriers in the public right of way and City facilities are currently removed and identifies changes to standards, policies, and practices relative to accessibility laws and nationally recognized best practices. In particular, the City's Municipal Code, Comprehensive Plan, and Standard Details and Construction Requirements will be reviewed. Standards and Guidelines to be considered include, but are not limited to:

- The Access Board's 2010 ADA Accessibility Standards (ADAAS).
- The Access Board's most recent, Revised Draft Public Right-of-Way Accessibility Guidelines (PROWAG).
- National Cooperative Highway Research Program (NCHRP) Report 20-7 (232), ADA Transition Plans: A Guide to Best Management Practices.

Agency Support

- Provide input on and documentation of existing standards, practices, and policies related to accessibility.

Consultant Deliverables

- Summary of existing barrier removal methods and recommended changes. Removal methods are anticipated to include recommended changes to the City's standards and may include recommended changes to other City policies and practices as identified during Task 2.

Task 5 – Implementation Schedule

Transpo will coordinate with the City to develop a transition schedule for barrier removal. Developing a transition schedule is a key requirement of all ADA transition plans requiring more than a year to implement. Effective plans prioritize removal of high impact barriers in a systematic manner through prioritization of barrier removal, a multiyear schedule, identification of funding streams, planning level cost estimates, and establishment of a monitoring system.

The consultant team will identify methods in which barriers within the public right-of-way will be removed. This will identify ways in which the City has already been working to remove barriers. It will also identify ways in which private development, pavement overlay projects, roadway widening, roadway reconstruction, maintenance, signal upgrades or other physical changes to the right-of-way will be required to address barriers. Suggestions for coordinating these improvements with other improvements and funding programs will also be outlined.

The development of the transition schedule will include the prioritization of barriers. Prioritization of barriers will include input from stakeholders, multi-criteria analysis of the severity of each individual barrier, and multi-criteria GIS spatial analysis of the location of each barrier. Data collected in the self-assessment task will be used to prioritize each barrier.

The implementation schedule will be informed by planning level cost estimates and dedicated funding resources, as well as leveraging related funding resources. ADA barriers are often removed by existing programs, and these activities will be highlighted.

Finally, Transpo will assist in the development of a comprehensive WebGIS based monitoring procedure. This procedure will build upon the GIS data collected in the self-assessment task and identify how that database will be efficiently maintained moving forward. It will help the City clearly communicate, track and report progress in the future.

Agency Support

- Identification of City (primarily based on input from disabled community) priorities around barrier removal.
- GIS data such as parks, schools, bus stops, functional class, public facilities, community destinations, etc., as available.
- Provide current 6 Year TIP and Annual Construction Plan and information about other funding streams.

Consultant Deliverables

- Draft/Final criteria to guide prioritization of barrier removal, and will incorporate the priorities identified from the disabled community at the various public outreaches, online, forum, etc.
- Implementation schedule for barrier removal, including a list of the highest priority projects.
- Planning level cost estimates for barrier removal.
- Prioritization map data for public right-of-way will be delivered in GIS map package format and transmitted through the consultant FTP site for the project. Database will be using an ESRI file geodatabase format where at all possible or at minimum ESRI shapefile. Deliverables shall include a GIS map package with mxd files containing functioning sources pointing to all mapped layers and associated geodatabase.
- Interactive web map viewer of prioritization analysis of barriers in public right-of-way, during the duration of the project, with a plan about how to migrate the web map viewer and GIS database to the City's infrastructure. The web map viewer will be built as the project progresses and document data collection, and results of prioritization process including displaying of prioritization scores for each feature in terms of severity, proximity to high priority land uses, and combined scores. The interactive web map viewer shall be built in ArcGIS online with a plan to transfer to the City account prior to project closeout.
- Unit cost assumptions for planning level cost estimates.

Task 6 – Draft and Final Plan

This task includes development of a targeted, accessible and easy-to-understand document. Deliverables from other tasks including memos, maps, and tables will be adapted and consolidated into a single coherent document. The document will be clearly structured to meet the requirements of ADA Title II. Best practices will be integrated and highlighted throughout the plan and suggestions from partner agencies will be included.

In addition to the self-assessment and implementation schedule, there are various changes to City procedures, communication protocols and staffing that are required as part of an ADA transition plan. Although these changes will be completed internally by the City, they have been added to ensure all required elements of the transition plan are reflected within the scope of work. Per ADA Title II Part 35, Subpart D – Program Accessibility § 35.150 (d)(3) ADA Transition Plans must include:

- Identification of an “ADA Coordinator”
- Development of protocols to ensure information is accessible

The consultant team will provide guidance on best practices. This could include providing guidance on who should be the ADA Coordinator, how to provide barrier information in an accessible manner, and guidance on technical requirements/ sample protocols for information accessibility.

Agency Support

- Provide direction on draft plan including two rounds of comments/edits of draft plan.
- The City will identify an ADA coordinator
- Provide City specific GIS mapping template to be used for maps and figures, if desired.

Consultant Deliverables

- Draft transition plan including two rounds of edits. The draft and Final transition plan will be delivered in time for review and edit, along with presentation to the City Council.
- Final transition plan in PDF, and Microsoft Word formats. Final transition plan will be stamped and signed by a licensed engineer in the State of Washington.
- Transition plan map data will be delivered in GIS map package format and transmitted through the consultant FTP site for the project. Database will be using an ESRI file geodatabase format where at all possible or at minimum ESRI shapefile. Deliverables shall include a GIS map package with mxd files containing functioning sources pointing to all mapped layers and associated geodatabase. A x-y feature only (points and polylines) version on map data can be converted to a .DWG CAD-based format without attributes, if desired.

**Cost Estimate
Worksheet**

Number / Project Name
North Bend ADA Transition Plan

Pay rates are effective from May 1, 2023 through April 26, 2024, within the ranges shown in the attachment.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

initials	Project Manager	Project Engineer	Project Planner	GIS Manager	GIS Analyst	Field Technician	Graphics	Project Admin
labor category	PBL	RP	JH2	BGS	JBDH	IDC	CD	CLF
cost rate	Prin L7	Prin L7	AnyL L1	AnyL 5	AnyL L2	Int L1	PA L4	PA L4
	\$295.00	\$265.00	\$135.00	\$205.00	\$130.00	\$45.00	\$155.00	\$150.00

Labor:

Work Task	Hours	Cost
1 Project Management	0	\$0
2 --Project Coordination	10	\$2,950
3 --Progress Reports and Invoices	4	\$1,480
4 --Kick-off Meeting	2	\$1,260
5 Self Assessment Data Collection		\$0
6 --Public ROW Assessment	40	\$32,400
7 Stakeholder Engagement Support	110	\$17,000
8 --Engagement Support	220	\$2,660
9 --Grievance Policy	16	\$1,660
10 Evaluation of Existing Barrier Removal Practices	24	\$3,870
11 Implementation Schedule	112	\$17,000
12 Draft and Final Plan	166	\$26,450
13	0	\$0
14	0	\$0
15	0	\$0
16	0	\$0
17	0	\$0
18	0	\$0
19	0	\$0
20	0	\$0
Total Hours	40	\$0
Labor Costs	\$11,800	\$5,830
		\$10,800
		\$13,120
		\$33,020
		\$9,900
		\$4,960
		\$300
		\$89,730

Reimbursable Expenses:	Reimburs. Cost
Item	Cost
1 Application	
2 Business Meals	
3 Mileage	\$250
4 Miscellaneous	
5 Models/Renderings/Photos	
6 Parking	
7 Records Filing	
8 Registrations	
9 Reproductions	
10 Shipping/Courier	
11 Specialty Software	
12 Supplies	
13 Traffic Accident Data	
14 Traffic Count Vendors	
15 Travel, Hotel, Taxi, & Air Fare	
Sub Total	\$250
Total	\$250

Firm	Subs. Cost
Subconsultant A	
Subconsultant B	
Subconsultant C	
Subconsultant D	
Subconsultant E	
Sub Total	\$0
Total (Cost + 15 percent)	\$0

TOTAL ESTIMATE **\$89,980**



City Council Agenda Bill

SUBJECT:	Agenda Date: April 2, 2024	AB24-035
Resolution Authorizing Developer Extension Agreement with Mike Day Homes LLC for the Tanner's Nest 3-Lot Short Plat	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 – Martin Chaw	
Cost Impact: N/A	Public Works – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline: Immediate		

Attachments: Resolution, Exhibit A - Developer Extension Agreement, Exhibit B - Vicinity Map

SUMMARY STATEMENT:

Mike Day Homes LLC has submitted a development application for a three-lot short plat named Tanner's Nest Short Plat. The subject site is located at 1750 Eagles Nest Place SE as shown on the attached vicinity map (Exhibit B). Before the final short plat can be recorded, certain infrastructure improvements must be constructed, including extensions of the City's stormwater and street systems. Per Chapter 19.01.200 of North Bend Municipal Code, the developer must enter into a Developer Extension Agreement ("DEA") with the City to design and construct these improvements, post the necessary bonds, and pay for all City expenses related to the review, inspection, and administration of the DEA.

Along with private improvements, extension of the City's stormwater system and streets are required. The public improvements consist of:

- Construct approximately 159 lineal feet of 12-inch diameter storm drainage pipes, and other applicable stormwater system facilities and appurtenances.
- Construct approx. 192 lineal feet of public street improvements along Eagles Nest Place SE, and install new sidewalks, curbs, gutters, asphalt and/or concrete surfacing, and street trees within the existing public right-of-way.

A DEA has been prepared, reviewed by the City Attorney, and reviewed by Mike Day Homes. Once the improvements are constructed, then a Bill of Sale will be signed by Mike Day Homes for future ownership and maintenance by the City.

APPLICABLE BRAND GUIDELINES: City Design Standards

COMMITTEE REVIEW AND RECOMMENDATION: This DEA was brought up during the Transportation and Public Works Committee meeting on March 26, 2024, and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: MOTION to approve AB24-035, a resolution authorizing the Mayor to execute and administer a Developer Extension Agreement with Mike Day Homes LLC for the Tanner's Nest 3-lot Short Plat.

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
April 2, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER A DEVELOPER EXTENSION AGREEMENT AND RELATED CONTRACT DOCUMENTS WITH MIKE DAY HOMES LLC FOR THE TANNER'S NEST 3-LOT SHORT PLAT

WHEREAS, Mike Day Homes LLC submitted an application to the City of North Bend (“City”) for a three-lot short plat named “Tanner’s Nest Short Plat” located at 1750 Eagles Nest Place SE, North Bend, Washington; and

WHEREAS, construction of certain public infrastructure improvements are required prior to recording of the final short plat, including extensions of the City’s stormwater and street systems; and

WHEREAS, pursuant to North Bend Municipal Code 19.01.200, Mike Day Homes LLC must enter into a Developer Extension Agreement (“DEA”) with the City to design and construct these improvements, post the necessary bonds, and pay for all City expenses related to the review, inspection, and administration of the DEA; and

WHEREAS, following construction of the stormwater and street system improvements, a Bill of Sale shall be signed by Mike Day Homes LLC to transfer ownership and maintenance of the improvements;

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

Section 1. The Mayor is authorized to execute and administer the Developer Extension Agreement and related contract documents, generally in the form as attached hereto as Exhibit A, with Mike Day Homes LLC related to the construction of stormwater and street system extension improvements for the Tanner’s Nest Short Plat.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF
APRIL, 2024.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

Effective:
Posted:

Resolution

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk

DEVELOPER EXTENSION AGREEMENT CONTRACT DOCUMENTS

TANNER'S NEST SHORT PLAT Mike Day Homes, LLC Stormwater and Street

**CITY OF NORTH BEND
A MUNICIPAL CORPORATION OF
THE STATE OF WASHINGTON**

MAYOR: Mary Miller

City Council

Brenden Elwood
Alan Gothelf
Christina Rustik
Mark Joselyn

Heather Koellen
Suzan Torguson
Errol Tremolada

City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045
(425) 888-1211 FAX (425) 831-6200

City Staff

City Administrator: David Miller, AICP
City Attorney: Kendra Rosenberg
Public Works Director: Mark Rigos, P.E.

**DEVELOPER EXTENSION AGREEMENT
CONTRACT DOCUMENTS****Stormwater and Street****Table of Contents**

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**CHECKLIST
for Constructing Extensions
to the Stormwater and Street**

PROJECT TITLE: Tanner's Nest Short Plat
DATE: February 22, 2024
DEVELOPER NAME: Mike Day Homes, LLC
MAILING ADDRESS: PO Box 1100, North Bend WA 98045
PHONE: 425-941-8019
CONTACT: Mike Day

Owner:

Name: Mike Day Homes, LLC
Address: PO Box 1100, North Bend WA 98045
Phone: 425-941-8019

Developer:

Name: Mike Day Homes, LLC
Address: PO Box 1100, North Bend WA 98045
Phone: 425-941-8019

Developer's Agent:

Name: Core Design Inc.
Address: 12100 NE 195th Street, Suite 300 Bothell, WA. 98011
Phone: 425-885-7877
Contact: Ken Shipley, PLS

Dates Accomplished:

Water: _____ N/A _____
Sewer: _____ N/A _____
Stormwater: _____
Streets: _____

A. Approval of Agreement

1. Signed Agreement Submitted (Developer)
2. Administrative, Legal and Engineering Fee and Deposits Paid (Developer)
3. Evidence of Environmental Compliance (Developer)
4. Environmental Significance (City Engineer)

5. Extension Agreement Approved (City)
6. Resolution Accepting Agreement (City)

B. Required Before Plans are Prepared or Approved

1. Binding Site Plan Map or Site Plan (scale 1"=20') (Developer)
2. Complete set of civil engineer plans satisfying all NBMC and Public Works Standards and requirements.

C. Required Before Construction by Developer

1. Approval of Developer's prepared Plans and Specifications (City Engineer or designee)
2. Plans and Specifications approved by appropriate outside Agencies as applicable (Engineer)
3. Application for and Receipt of Necessary Permits (Developer)
4. Performance Bond (Developer)
5. Certificate of Insurance (Developer)
6. All Required Easements Obtained, if applicable (Developer)

D. Required Before Construction Begins

1. Submittal of Material and Equipment List (Contractor/Developer)
2. Pre-construction Conference
3. Approval of Material and Equipment List (City Engineer)
4. 48-hours Notice of Start of Construction to City (Contractor/Developer)

E. Required Before any Service is Connected

1. All Extension Fees and Charges Paid (Developer)
2. Other Charges established by City Ordinance Paid (Developer)
3. Approval of Completion of Construction (City Engineer)
4. Construction Cost Estimate and Bill of Sale forms (Engineer/City)
5. Executed Bill of Sale Delivered to City (Developer)
6. Resolution Accepting Facilities (City)
7. Substitution of Maintenance Bond for Performance Bond (Developer)

F. To Be Done Prior to Warranty Expiration

1. At 23 months after Acceptance, call for final Warranty inspection (Developer)
2. Re-inspect all facilities and notify Developer of Deficiencies, if any (City)
3. Follow-up to Correct Deficiencies, if any (City)
4. Expiration of two-year warranty

AGREEMENT TO CONSTRUCT EXTENSION TO STORMWATER AND STREET SYSTEMS

Mike Day Homes, LLC a Limited Liability Company (the "Developer"), hereby enters into this Agreement to Construct Extension to Stormwater, and Street Systems (the "Agreement") with the City of North Bend, a municipal corporation of the state of Washington ("City"), for permission to construct and install certain stormwater mains, and appurtenances or other stormwater system improvements, and/or street improvements or extensions in the public right-of-way and/or on private property in connection with the Tanner's Nest Short Plat (the "Extensions"), and to connect the same to the City's stormwater and street systems.

1. GENERAL

- A. Upon approval of the City Council and execution of this Agreement, Developer is hereby authorized to construct extensions to the City's stormwater and/or street systems subject to this Agreement and including the following, each of which is incorporated herein by this reference and all of which are collectively referred to as the "Contract Documents" and included herewith:
 1. the terms and conditions of this Agreement, and all exhibits and addenda hereto;
 2. Performance Bond;
 3. Maintenance Bond;
 4. Utilities Easement(s), if any;
 5. Bill of Sale;
 6. Standards for Preparation of Extension Plans and Specifications; and
 7. the General Conditions for Developer Extensions;
- B. Developer shall pay all costs of designing, engineering and constructing the Extensions. All construction shall be done to City standards and according to plans approved by the City.
- C. Upon final acceptance by the City of the Extensions as set forth herein, the City will provide sewer service, and/or stormwater service through the Extensions to residential customers on Developer's Property (defined below) in accordance with applicable laws, rules, regulations, and resolutions and policies of the City.
- D. The term of this Agreement shall commence on the date of the last signature hereto, and shall expire on the date of final acceptance of the Extensions by the City.

2. LOCATION OF EXTENSIONS

The Extensions will be installed to serve the property owned by Developer ("Developer's Property"), which is legally described on the attached Exhibit A, which is incorporated herein by reference.

The Extensions will be installed on and in the existing public right of way, on and in the Developer's Property, on and in property subject to easements benefitting Developer's Property, and/or on and in the property of other persons contributing to the costs of the Extensions (said other persons hereby join in this Agreement and are referred to as "Additional Owners") and in such other properties described in this Agreement. The property of Additional Owners is described as follows ("Additional Owners' Property"): No additional owners.

3. DESCRIPTION OF EXTENSION

The preliminary plat or site plan is attached hereto as Exhibit B, which is incorporated herein by this reference. Exhibit B depicts the locations of the following proposed extensions:

- A. Stormwater Extension: Approximately 159±/- linear feet of 12-inch stormwater mains, and other applicable stormwater system facilities and appurtenances located within the Property and within the existing public right-of-way.
- B. Street Extension: Approximately 192+/- linear feet of public street improvements along Eagle's Nest Place SE, installation of new sidewalks, curbs, gutters, asphalt and/or concrete surfacing, street trees, and pavement marking and striping within the existing public right-of-way.
- C. Modifications to Described Extensions: The City may require that the above-described stormwater and street extensions be modified (including changes in design and location) during the preparation of construction plans and specifications as deemed necessary by the City. The construction plans and specifications, when approved by the City, shall be deemed the documents describing the water, sewer, stormwater, and street extensions to be authorized for construction by Developer under this Agreement.

4. EXTENSION FEES, DEPOSITS, AND CHARGES

Extension fees, costs and charges shall be paid by Developer for the services and costs listed below:

- A. City Administrative Services

1. Review and revisions, if necessary, to the Agreement and preparation of resolutions accepting the Agreement and amending the City's Comprehensive Plan (if required).
2. General consultation with Developer regarding the requirements of the City, the procedures for Developer to make the Extensions, and the administration of the Agreement.
3. Preliminary review of the proposed development and preliminary determination of the stormwater, and street facilities required to extend services to Developer's Property.

B. City Basic Engineering Review

1. Review and approval of construction plans and specifications prepared by Developer's engineer.
2. Review of the construction cost estimate and bill of sale forms.
3. Review of this Agreement for purposes of state and county permits, where applicable.
4. Consultation with Developer during the period of the Agreement regarding design of the Extensions, the City's specifications, and other City requirements.
5. Review for environmental compliance.

C. City Construction Engineering Services

1. Schedule and conduct pre-construction conference.
2. Contractor responsible for scheduling inspections.
3. Review of construction stakes provided by Developer's engineer and surveyor.
4. Daily inspection of the construction in progress as required to ensure that the construction of the Extensions are in accordance with the approved construction plans and specifications.
5. Inspection of the tests required by the specifications and inspection of any re-testing which may be necessary.
6. Final inspection of the completed Extension and preparation of the inspection report setting forth any deficiencies that may exist.
7. Re-inspection of deficient work.
8. Final review of the completed Extensions and examination of the required documents to ensure that the City has legal title to the necessary easements and/or rights-of-way, review and approval of Developer's warranty and bill of sale, and preparation of a final recommendation of acceptance of the completed Extensions.
9. Revision of plans to conform to construction records.

D. Reimbursement for City's Legal Services

1. Review and revisions, if necessary, to the Agreement and preparation of resolutions accepting the Agreement and amending the City's Comprehensive Plan (if required).
2. Review of easements as required.
3. Review of Developer's Performance Bond, Insurance Certificate, and other performance guarantees and security.
4. Preparation of reimbursement agreement, if required.
5. Any other legal services required by the City in conjunction with this Agreement and administration of the Extensions.

E. Additional City Legal, Engineering, and Other Professional Services

1. Revision of the contract plans and specifications and work occasioned by the need, request, or act of Developer related thereto, or review and approval of revisions prepared by Developer's engineer.
2. Additional legal and/or engineering fees may be charged on a time-and-expense basis where a special contract is required and/or special problems arise with such third parties as King County, Boundary Review Board, State of Washington, or others, in order for the City to enter into this Agreement and/or comply with SEPA or NEPA which requires the representation of the City's legal counsel and/or Engineering Consultant.
3. Any other work reasonably required by the City in conjunction with this Agreement and/or administration of the Extensions.

F. Other Costs

1. All other fees and additional charges as required by governmental agencies.

G. Connection Charges and Reimbursement Amount

1. *Connection Charges*

The City has established charges for connection to the sewer and storm water systems. The amounts of the charges are established by ordinance and are subject to amendment based on adjustments in the cost of providing new facilities, the actual cost of facilities and improvements previously constructed, and changes in the City's Comprehensive Plan which may alter the nature, extent, and cost of these facilities.

2. *Reimbursement Amount*

Where Developer's Property is served in whole or in part by an existing extension constructed by others and transferred to the City, and a reimbursement agreement was in effect at the time Developer submitted its development

application, Developer shall pay a reimbursement to the City representing the fair and equitable share of the existing extension to which all or a portion of Developer's Property may be connected.

The reimbursement for existing facilities is established by the City Council based on the actual cost of construction of the facility and a proration of the cost of that facility so that the properties which are benefited may connect to the facility. The reimbursement will vary for each existing facility based on its cost and the benefitting property.

3. *Service Charges*

Developer acknowledges and agrees that the City may impose service charges and other taxes and fees as allowed by law upon property owners/residents for water, sewer, stormwater, and street services. Nothing in this Agreement shall be construed to restrict or prohibit the City's imposition of such charges, fees, or taxes.

5. **CALCULATION OF COSTS, FEES, AND CHARGES**

Fees and charges for all administrative and other services and reimbursements described in Sections 4(A) through 4(E) will be invoiced by the City on an actual time and expense basis. The term "time and expense basis" shall mean the City's actual cost for services rendered by the City staff or its contractors or consultants. Payment for the fees, charges, and costs described in Sections 4(F) and 4(G) shall be based on actual incurred costs or in such amount as is established by City ordinance for such fee, cost, or charge.

6. **PAYMENT OF FEES AND CHARGES**

A. Developer Deposit

The City will provide Developer with an itemized monthly invoice for Processing Costs, including staff time and invoices from contracted consultants, if any, commencing on the fifth day of the month following the first month during which the City incurs Processing Costs. Developer shall pay the City's invoice on or before the 20th day (or fifteen days after mailing of the invoice by the City, whichever is later), subject to the provisions of the Memorandum of Understanding paragraph 2.6, together with any additional amounts required to maintain the required credit balance as required by Memorandum of Understanding paragraph 2.3. If any sum required to be paid hereunder is not timely remitted, the City may suspend processing until payment is made, and/or may terminate the Memorandum of Understanding and require the deposit of the full estimated amount of Processing Costs.

B. Connection Charge and Reimbursement Estimate

All connection charges and reimbursement amounts shall be paid by Developer to the City prior to the issuance of any building permit, in accordance with the current City of North Bend Taxes, Rates and Fees Schedule. Acceptance of the completed Extensions by the City and provision of services to Developer's Property shall be in accordance with this Agreement and applicable North Bend Municipal Code requirements.

7. ENGINEERING PLAN APPROVAL

Plans shall be prepared consistent with the requirements of the North Bend Municipal Code. Once plans have been reviewed and determined to meet code requirements, City shall inform the Developer as to the number of plan sets and additional submittal items required for engineering plan approval.

8. INSURANCE AND INDEMNIFICATION

A. Indemnification

The Developer shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including but not limited to: attorneys' fees and expert witness fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

B. Insurance Requirements Developer shall procure and maintain insurance covering commercial general liability and injury and property damage to the City and to third parties in connection with the performance of this Agreement hereunder by the Developer, its agents, representatives, employees, or subcontractors, in which the City and the City's Engineer shall be named additional insureds. Such insurance shall be maintained without interruption from commencement of construction of the Extensions through thirty (30) days after the completion of the Extensions. Developer's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit Developer's liability to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Before beginning

construction of the Extensions, Developer shall furnish the City with original certificates of insurance and a copy of the amendatory endorsements, including but not limited to the additional insured endorsements, evidencing these insurance requirements have been satisfied. A copy of the certificates of insurance shall be included with the final Contract Documents. This insurance shall be deemed primary coverage as to the City, with any insurance carried by the City classified as additional coverage and shall not contribute with the Developer's insurance. The insurance policies shall contain a "cross liability" provision.

1. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and shall be issued by an insurance company authorized to do business within the State of Washington. The City does not waive its right to subrogation against the Developer, and the policy shall be so endorsed. The Developer shall instruct the insurers to give the City 30-days advance notice of any insurance cancellation.
2. If any insurance policy is written on a "Claims Made" form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
3. The Developer, its subcontractors, sub-subcontractors, agents, and employees, waive all rights of subrogation against the City, for damages caused by fire or other perils to the extent covered by the General Liability and Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of the Agreement or other property insurance applicable to the Work. The policies shall provide such waivers by endorsement.
4. Developer shall ensure that each subcontractor, sub-subcontractor, agents, and employees of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Developer. Upon request by the City, the Developer shall provide evidence of such insurance.
5. Developer shall obtain insurance of the types described below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy

shall be endorsed to provide contractual liability coverage. The Automobile Liability insurance shall have a minimum Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per accident.

- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Per Project Aggregate Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an additional insured under the Developer's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Developer may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement. The Developer's Commercial General Liability policy shall include Waiver of Transfer of Rights of Recovery Against Others to Us endorsement (CG 24 04 05 09) or equivalent coverage. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 per project aggregate, and a \$3,000,000 products-completed operations aggregate limit.
- iii. Employers Liability coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Contractor's General Liability Coverage or as a stand-alone policy. Workers Compensation and Employers' Liability coverage shall be in the amount of at least \$1,000,000 Employers' Liability each accident, \$1,000,000 Employers' Liability Disease-each employee, \$1,000,000 Employers' Liability Disease-policy limit.
- iv. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.
- v. Builders Risk: The Developer shall provide insurance covering interests of the City, the Developer, and sub-contractor(s) in the work. Builders Risk insurance shall be

on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of at least \$5,000 for each occurrence, which will be the responsibility of the Developer. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Developer and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Developer. The Builders Risk insurance shall be maintained until final acceptance of the work by the City. All sub-contractors shall be covered under the general Developer's builder's risk policy or shall provide proof of their own Builders Risk Policy. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions. All subcontractors shall be covered under the general Developer's Builder's Risk policy or shall provide proof of their own Builders Risk Policy.

6. The Developer shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Developer's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Developer, or the Developer's agents, suppliers or Contractors as well as to any temporary structures, scaffolding and protective fences.

9. SURETY

Prior to beginning construction of the Extensions, Developer shall furnish to the City a Performance Bond between Developer and the City, in the form approved by the City, in an amount equal to the estimated cost of the Extensions in existing public rights-of-way and any temporary erosion and sediment control.

The performance bond shall assure and guarantee compliance with this Agreement, the satisfactory completion of all Extensions, payment of all fees required herein, restoration of any impacted pre-existing City facilities in accordance with the terms of this Agreement, and shall hold the City harmless from any claims resulting therefrom.

Developer may provide the City with a cash deposit in lieu of the performance bond required herein. No construction shall be commenced until the cash deposit is accepted by the City. This cash deposit shall be conditioned and held subject to the same terms as the Performance Bond, and will be refunded to Developer upon satisfactory completion of the Extensions and connection of the Extensions to the existing system; provided, that in the event pre-existing City facilities have not been repaired or restored as required by this Agreement, the City may, in addition to any other rights it may have, retain the total amount of the cash deposit as liquidated damages or such portion of said deposit as may be necessary to defray such costs.

10. EASEMENTS

Any necessary easements shall be obtained by Developer at its sole cost and expense in the form approved by the City Attorney. The easement(s) shall name the City as grantee, and a copy of each easement shall be delivered to the City before Developer begins construction on the Extensions. Prior to construction of the Extensions, a title insurance policy insuring the City's clear title to the easement(s), in a sum not less than \$5,000 per 500 feet of easement, shall be provided to the City by Developer.

11. PERMITS

All the necessary permits from any governmental agency shall be obtained by Developer directly and the City shall be provided with a copy of all permits obtained by Developer before construction commences. The City shall not be required to appeal the denial of any such permit, and the risk of obtaining and complying with all permits and approvals rests solely with Developer.

12. CONNECTION TO THE CITY'S SYSTEM

Not less than 48 hours prior to the time that connection to the City's system is desired, the contractor shall notify the City Engineer and/or City inspector. All connections to the existing system and all testing of the new line shall be at a time and in the manner specified by the City and shall be conducted in the presence of the City's authorized representative. Where connections to the City's water or sewer system would, in the opinion of the City, create unacceptable disruption to service, such connection shall be made by live tap.

13. CONDITION PRECEDENT

The City's obligation to allow connection of the Extensions to the City's system, or to provide water, sewer, stormwater service, or street extensions to Developer's Property, shall not arise until Developer has complied with all terms and conditions of this Agreement, and all applicable ordinances, resolutions and requirements of the City, including payment of all fees and charges.

The City shall not be obligated to provide water service, sewer service, stormwater service, or street extensions to Developer's Property real property unless or until the construction of the Extensions has been completed and title accepted by the City.

14. FINAL ACCEPTANCE

Following the City Engineer's final inspection and approval of the Extensions as having been completed in accordance with the plans and specifications of this Agreement, Developer shall convey ownership to all or such portions of the Extensions to the City as directed by the City.

Upon acceptance of ownership by the City, the Extensions shall be the property of the City and subject to the control, use, and operation of the City, and to all applicable regulations and charges as established by the City from time to time.

Prior to such acceptance, Developer shall execute and deliver to the City a bill of sale and a maintenance bond as follows:

- A. The bill of sale for the Extensions (or portion thereof) shall be provided in the form approved by the City and containing the warranty set forth in Paragraph 23 of the General Conditions for Developer Extensions, entitled "Warranties of Developer." For plans prepared by Developer's engineer, Developer shall also provide the City with as-built record drawings on mylar and on computer disk in AutoCAD format, certified by a licensed professional land surveyor.
- B. The maintenance bond shall be provided in the form approved by the City, and shall assure and guarantee Developer's obligations to correct defects in design, labor, and/or materials as provided in this Agreement, and to defend, indemnify and hold harmless the City as provided in this Agreement. The maintenance bond shall continue in force from the date of acceptance and transfer of ownership for a period of two (2) years. The maintenance bond shall be in an amount equal to ten percent (10%) of the cost of said Extensions, or Five Thousand And No/100 Dollars (\$5,000.00), whichever is greater.

15. LIMITATION ON ACCEPTANCE

A. Completion

The Extensions shall be complete and accepted within five (5) years of the date of execution of this Agreement by the City.

B. Failure to Commence Construction

In the event Developer, after the receipt of approved construction plans from the City, has not commenced construction within five (5) years of executing this Agreement, and if the City determines, in its absolute discretion, that it is necessary that the Extensions be completed in order that the City can provide water, sewer, and/or stormwater service and/or street extensions to Developer's Property, then the City may give Developer notice (by certified mail to the addresses shown herein) that construction of the water, sewer, stormwater, and street improvements must be commenced within sixty (60) calendar days of mailing said notice. If construction is not commenced within the time specified in said notice, the City may terminate this Agreement by written notice to Developer. In such event, the City shall retain all payments and deposits made by Developer to the City and the City may, at its discretion, proceed with construction of the water, sewer, stormwater, and/or street improvements by utilizing the Performance Bond or Construction Cash Deposit.

If a delay in the City's preparation of the plans or the City's review of Developer's prepared plans is occasioned by failure of Developer to provide necessary data or information to the City's engineer for a period of sixty (60) days after notice of the need for such data or information, then the City may terminate this Agreement by written notice to the Developer.

C. Failure to Complete Construction

If the Extensions are not completed and accepted within five (5) years from the date this Agreement is executed by the City, Developer's rights under this Agreement shall cease unless the City consents to the renewal of the Agreement or the City and Developer enter a new agreement. In either event, Developer may be required to pay additional administrative fees and additional legal, engineering, and inspection costs as determined by the City.

In the event no new agreement or renewal of this Agreement is entered, the City, in its sole discretion, may proceed to require completion of construction under the provision of Developer's Performance Bond or Construction Cash Deposit for any Extensions on Developer's Property, existing rights-of-way and/or easements.

16. WARRANTY OF AUTHORITY

The undersigned Developer warrants that it constitutes the exclusive owner of all of Developer's Property, and agrees to provide, upon request of the City, title insurance at Developer's sole cost and expense, establishing to the satisfaction of the City that the parties executing this Agreement constitute the owners of all the real property described herein and have the authority to execute this Agreement with respect to said real property.

17. ENFORCEMENT; ATTORNEYS' FEES

The parties agree to resolve disputes under this Agreement by binding arbitration as provided in Section 28 of the General Conditions, and further acknowledge and agree that by submitting to the alternative dispute resolution process, they intend to surrender their right to have any dispute decided in a court of law by judge or jury. In the event that this Agreement is referred or placed into the hands of attorneys for enforcement of any portion, or if binding arbitration is instituted with respect to a dispute under this Agreement, then the prevailing party shall be paid its reasonable attorneys' fees and expert witness fees, costs, and all other reasonable expenses in connection therewith.

18. SUCCESSORS AND ASSIGNS

All of the provisions contained in this Agreement shall be binding upon the heirs, successors, executors, administrators, receivers, trustees, legal representatives,

transferees, and assigns of the Developer; and all privileges as well as any obligations and liabilities of the Developer shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Developer is named herein.

19. INDEPENDENT STATUS OF DEVELOPER:

The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

SIGNED this _____ day of _____, 2024.

Developer: _____

By: _____

CITY OF NORTH BEND, King County, Washington

By: _____

Mary Miller, Mayor

EXHIBIT A

Legal Description

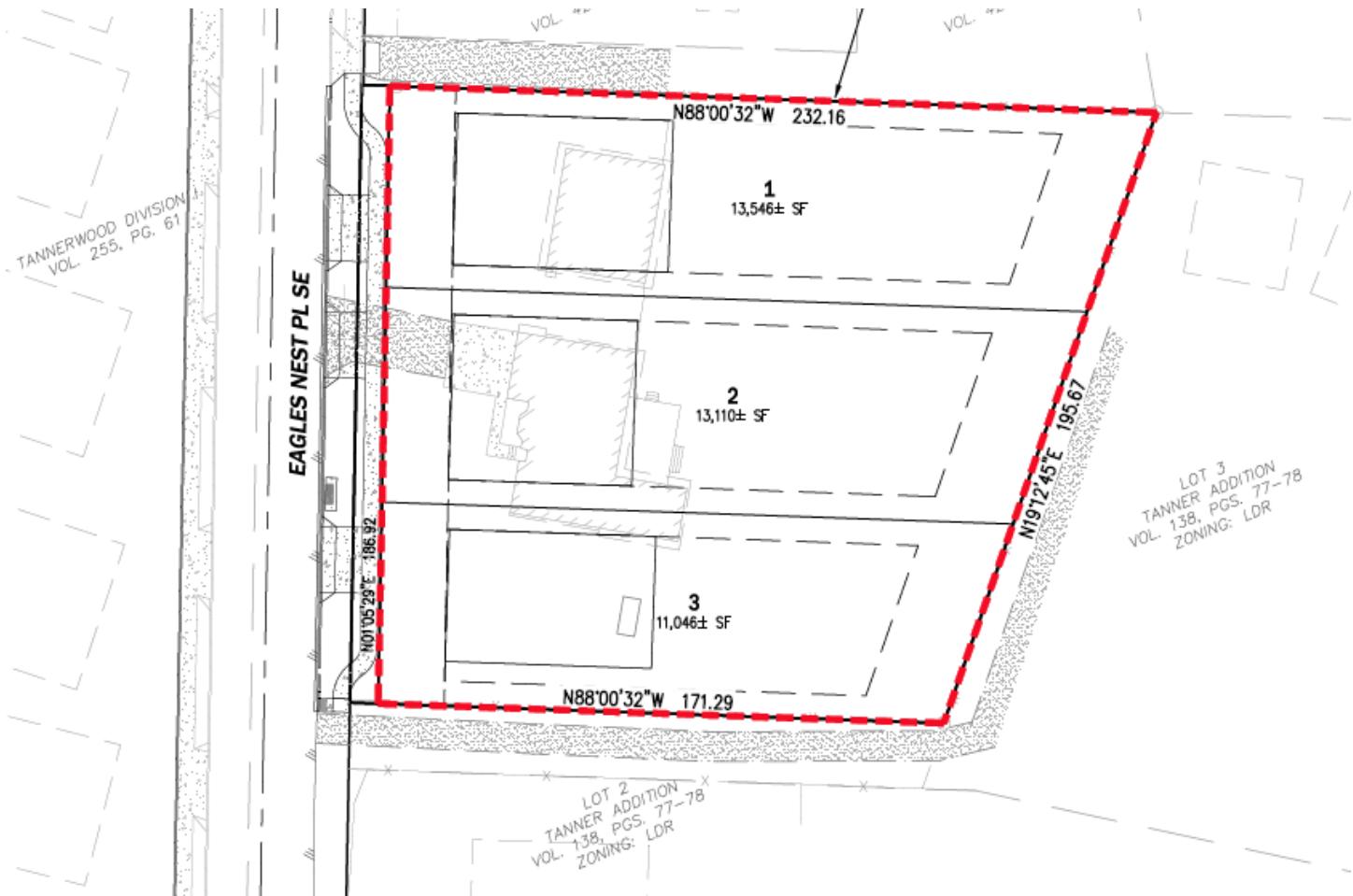
LEGAL DESCRIPTION

LOT 4, TANNER ADDITION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 138 OF PLATS, PAGES 77 AND 78, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

EXHIBIT B

Preliminary Plat / Site Plan





City of North Bend Performance and Maintenance Bond Agreement

RE: North Bend Permit No.: _____

Applicant: _____

Project Address: _____

Estimated Cost of Completed Project: _____

This Performance and Maintenance Security Agreement (the “Agreement”) is made and entered on the last date set forth below, between the City of North Bend (“City”) and the above named Applicant (“Developer”).

RECITALS

A. Project. The undersigned Developer has applied to the City for a Performance and Maintenance Security Agreement for the project known as _____ (the “Project”), which is the subject of the permit identified above (the “Permit”) located at the address identified above and legally described in the attached **Exhibit A** (the “Property”).

B. Performance. Subject to the Permit approval granted by the City for the Project, the provisions of the North Bend Municipal Code (“NBMC”) and state law, the Developer will construct or install certain improvements and mitigation in connection with the Project, in accord with the improvements and mitigation identified on the Permit and as shown on the following approved plans: _____ approved on _____, 20____ (the “Improvements”).

C. Maintenance. Subject to the approval granted by the City for the Project, the provisions of the NBMC and state law, the Developer will maintain the Improvements in accord with the obligation identified in the Permit and as shown on the following approved plans: _____- _____ approved on _____, 20____ (the “Maintenance”).

D. Code Provisions for Security. Performance and Maintenance of the Improvements are subject to the security requirements in the NBMC identified below:

Performance

- NBMC 12.24.15 Right of Way
- NBMC 14.05.045 Critical Areas
- NBMC 14.20.510 Shoreline Permit
- NBMC 17.08.130 Land Segregation
- NBMC 18.18.160 Landscaping
- NBMC 19.10.140 Drainage, Grading and Clearing

Maintenance

- NBMC 14.05.045 Critical Areas
- NBMC 18.18.150 Landscaping
- NBMC 19.10.110 Drainage, Grading and Clearing

E. Type of Security. Developer has elected, consistent with NBMC, to provide the City with the following type of security for this Agreement:

- Performance Bond
- Maintenance Bond

Developer hereby agrees and binds itself and its legal representatives, successors, and assigns as follows:

TERMS OF AGREEMENT

1. The Recitals set forth above are incorporated into the Agreement between the City, Developer and any third party who also signs this Agreement.
2. Developer and any third party shall signify their agreement to specific terms by signing under the terms section below that corresponds to the security chosen in recital E. above.
3. Terms - Performance Bond.

- a. Developer, as Principal, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City, as Obligee, in the penal sum of XXXX (\$XX.XX) for payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally as described in 3. b. – f. below.
- b. In accord with Recital D. above, Developer is required to provide the City with performance security for the Improvements to assure that all work or action identified in Recital B. are satisfactorily completed.
- c. After written notice from the City that Developer has failed to (a) complete all work or action on the Improvements satisfactorily, (b) pay all sums owing to contractors, subcontractors, materialmen, suppliers or others as a result of such work for which a lien against any City property, or property where the improvements are located, has arisen or

may arise; or (c) obtain acceptance by the City for the Project; all on or before the time frame as set forth in the Permit, or any extension of time granted by the City in writing, Principal shall complete to the City's reasonable satisfaction (a) through (c) identified in the written notice by the deadline specified in the written notice, and repair any damage to other work resulting from the Principal's identified failure.

- d. If Principal does not complete the Improvements to the City's reasonable satisfaction as described in c. above, then within five (5) days after the City's written demand to Surety, Surety shall pay to the City all amounts necessary to complete the Improvements up to and including the full penal sum of this bond.
- e. This Agreement for bond shall remain in effect until the City determines in writing at its sole discretion that the Improvements have been completed.
- f. The City, Developer and Surety also agree to be bound by the General Terms in section 5. below.

IN WITNESS THEREOF, the parties hereto have executed this Agreement.

Principal: _____
By: _____
Title: _____
Date: _____

Surety: _____
By: _____
Title: _____
Date: _____

4. Terms - Maintenance Bond.

- a. Developer, as Principal, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City, as Obligee, in the penal sum of XXXX (\$XX.XX) for payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally as described in 4. b. – 4.f. below.
- b. Principal has constructed the Improvements for the Project under the Permit in accord with the requirements in Recital B.
- c. After written notice from the City of defects due to faulty materials or workmanship related to the constructed Improvements, Principal shall remedy such defects by the deadline specified in the City's written notice and to the City's reasonable satisfaction, and pay for any damage to other work resulting therefrom.
- d. If Principal does not so remedy such defects to the City's reasonable satisfaction, then within five (5) business days after the City's written demand to Surety, Surety shall pay to the City all amounts necessary to remedy such defects up to and including the full penal sum of this bond.
- e. This Agreement for bond shall remain in effect for _____ years from acceptance of the Improvements by the City.

f. The City, Developer and Surety also agree to be bound by the General Terms in section 5. below.

IN WITNESS THEREOF, the parties hereto have executed this Agreement.

Principal: _____
By: _____
Title: _____
Date: _____

Surety: _____
By: _____
Title: _____
Date: _____

5. General Terms.

a. The Developer shall indemnify and hold the City and its agents, employees, and/or officers harmless from, or shall process and defend at its own expense, all claims, damages, suits at law or equity, actions, penalties, losses, or costs of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Developer's performance or failure to perform any aspect of the Agreement. With respect to any such claim or suit brought against the City, Developer also waives its immunity under Title 51 RCW, the Industrial Insurance Act. This waiver is specifically negotiated between the parties.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit. 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. The provisions of this Agreement shall not be construed against either party. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

c. Any failure by the Developer to comply with the terms of this Agreement in a timely manner shall constitute default. Any action or inaction by the City following any default in any term or condition of this Agreement shall not be deemed to waive any rights of the City pursuant to this Agreement.

d. The Developer shall pay all additional costs of the City incurred in the administration of the Agreement, including monitoring by the City as required. Said costs will be paid from the Project permitting deposit. Should there not be sufficient funds in the Project permitting deposit to cover such additional costs, then said costs shall be paid by Developer after receipt of invoice from the City. The Director of Planning and/or the Director of Public Works and/or their designees shall periodically inspect the work required hereunder and inspect completed improvements. Notwithstanding the foregoing, if Developer fails to pay for said inspections, the City may use funds from section 3.d. or 4.d. as applicable to cover said costs. This provision shall not be construed as creating any obligation on the City, its employees, agents and representatives to perform such work.

e. In the event the Developer fails to satisfactorily complete the obligations as described in the City's written notice, the City's employees and agents are hereby authorized to enter onto the Property and perform such work. This provision shall not be construed as creating any obligation on the City, its employees, agents and representatives to perform such work.

f. Funds obtained by the City pursuant to 3.d. and 4.d. above may be used by the City to remedy said defects and pay any and all sums owing to contractors, suppliers, laborers, materialmen, subcontractors or others as a result of such work for which a lien against any City property or property where the Improvements are located, has arisen or may arise. Further, said funds may be used to cover the cost of correcting any damage which may occur off-site due to defects, including damage, if any, to public property. This provision shall not be construed as creating any obligation on the City, its employees, agents and representatives to perform such work.

g. Written notice to all parties shall be by prepaid first class mail to the address specified below or as subsequently amended in writing. Notice shall be considered delivered three (3) days after having been deposited in the mail:

City

Developer

Surety

IN WITNESS THEREOF, the parties hereto have executed this Agreement.

CITY OF NORTH BEND

By: _____
Its _____

Institution Notary

STATE OF WASHINGTON
County of _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) is authorized to act on behalf of _____, the Financial Institution which signed this instrument and acknowledged it to be the Institution's free and voluntary act for uses and purposes mentioned in the instrument.

Dated: _____, 20____

Signature: _____

Name Printed: _____

Title: _____

My appointment expires: _____

Developer Notary

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument on behalf of _____ for the uses and purposes mentioned in this instrument.

DATED: _____.

(Signature of Notary Public)

(Printed Name of Notary Public)

Commission Expires: _____

City Notary

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument on behalf of _____ for the uses and purposes mentioned in this instrument.

DATED: _____.

(Signature of Notary Public)

(Printed Name of Notary Public)

Commission Expires: _____

WHEN RECORDED RETURN TO:

CITY CLERK
CITY OF NORTH BEND
920 SE CEDAR FALLS WAY
NORTH BEND, WA 98045

REFERENCE NUMBER OF RELATED DOCUMENTS:

GRANTOR:

GRANTEE: The City of North Bend, Washington

ASSESSOR'S TAX PARCEL/ACCOUNT NUMBER:

ABBREVIATED LEGAL DESCRIPTION:

EASEMENT AGREEMENT

This Easement Agreement is entered into as of the ____ day of _____, 20____, by and between _____ ("Grantor") and the City of North Bend ("Grantee").

1. Recitals.

a. The Grantor is the owner of that certain real property legally described on the attached **Exhibit A**, which is incorporated herein by this reference ("Parcel A").

b. The Grantee is a municipal corporation of the state of Washington, and this Easement Agreement is for the benefit of Grantee.

c. This Easement Agreement sets forth the terms and conditions under which the Grantor will grant the Grantee an easement in the portion of Parcel A described below.

2. Grant of Easement. For valuable consideration, receipt and sufficiency of which is acknowledged, the Grantor warrants, grants, and conveys to the Grantee, a perpetual and exclusive easement over, across, and under that portion of Parcel A which is legally described on the attached **Exhibit B**, and depicted on **Exhibit C**, which are incorporated herein by this reference ("Easement Area").

3. Purpose of Easement. The Easement is granted for the purpose of the installation, operation, and maintenance of _____ (the "Improvements"). Grantee and its agents, designees, and/or assigns shall have the right at such times as deemed reasonably necessary by Grantee, to enter upon Parcel A to inspect, construct, reconstruct, operate, maintain, repair, and replace the Improvements.

4. General Provisions.

a. Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, assigns, and personal representatives and all persons claiming by, through or under the parties hereto. The Easement created shall run with the land.

b. Applicable Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in King County, Washington.

c. Attorneys' Fees. In the event that any suit or other proceeding is instituted by either party to this Easement Agreement arising out of or pertaining to this Easement Agreement, including but not limited to filing suit or requesting an arbitration, mediation, or other alternative dispute resolution process, and appeals and collateral actions relative thereto, (collectively, "Proceedings"), the substantially prevailing party as determined by the court or in the Proceedings shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and all costs and expenses incurred relative to such suit or Proceedings from the substantially non-prevailing party, in addition to such other relief as may be awarded.

d. Entire Agreement. This Easement Agreement contains the entire agreement between the parties with respect to this matter. It may not be modified except in writing signed by the party against whom enforcement of the modification is sought.

e. Waiver. The waiver by a party of a breach of any provision of this Easement Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.

f. Severability. If for any reason any portion of this Easement Agreement shall be held to be invalid or unenforceable, the holding of invalidity or enforceability of that portion shall not affect any other portion of this Easement Agreement and the remaining portions shall remain in full force and effect.

g. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing delivered to the party, or sent by certified mail to the address listed below for that party:

GRANTOR:

GRANTEE:

DATED this _____ day of _____, 20__.

GRANTOR: _____

GRANTEE: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

(Print: _____)
NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

FILED FOR RECORD AT REQUEST OF:

CITY CLERK
CITY OF NORTH BEND
920 SE CEDAR FALLS WAY
NORTH BEND, WA 98045

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Seller(s) _____, do(es) by these presents hereby convey, set over, assign, transfer and sell to the **City of North Bend** (the "City"), a municipal corporation of the state of Washington, the following described water system, wastewater collection system, storm drainage system, curbs, and/or street paving, and warrants against defects in labor or materials appearing within two (2) years from the date hereof:

[INSERT INVENTORY OF IMPROVEMENTS OR ATTACH ONE]

[INSERT MAP SHOWING EXACT LOCATIONS OF IMPROVEMENTS OR ATTACH ONE]

Commonly known as:

Seller warrants that he/she/they/it is/are the sole owner(s) of all the property described above and has/have full power to convey all rights herein conveyed and agree to hold the City of North Bend harmless from any and all claims which might result from execution of this document.

Seller warrants that the property above described is free from all liens and encumbrances and Seller warrants and will defend the property hereby sold to City and its successors and assigns against the lawful claims and demands of all persons.

Seller warrants that the Extensions are in proper working condition, order, and repair as designed and that they are adequate and fit for the intended purpose of use as water, sewer, stormwater, and/or street systems, and as integral parts of the water, sewer, stormwater, and/or street systems of the City.

Seller warrants that all parts of the Extensions shall remain in proper working condition, order and repair as designed except where abused or neglected by the City; and that Developer shall repair or replace, at its own expense, any work or material which may prove to be defective during the period of this warranty, which shall be in effect for two (2) years after the execution of this Bill of Sale. When corrections of defects occurring within the warranty period are made, Developer further warrants such corrected work for two (2) years after acceptance by the City.

By accepting and recording this instrument, the City accepts and agrees to maintain the water system, wastewater collection system, storm drainage system, curbs, and street paving as part of the City's water system, wastewater collection system, stormwater system, and street system in the same manner as though it had been constructed by the City.

IN WITNESS WHEREOF the Seller(s) has/have executed these presents this ____ day of _____, 20____.

Seller: _____

Purchaser: _____

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

**GENERAL CONDITIONS
FOR EXTENSIONS CONSTRUCTED BY DEVELOPERS**

1. SCOPE

Set forth below are general conditions for extension of the City's water, sewer, stormwater systems, and streets by developers. Reference to or requirements for non-applicable conditions for any particular application will be construed to have no meaning relative to the performance of such work. All other conditions shall be strictly followed.

2. DEFINITIONS

The following terms, as used in developer extension agreement contract documents, shall be defined and interpreted as follows:

- A. "Agreement" shall mean the Agreement to Construct Extension to Sewer, stormwater, water, and street systems entered into by the Developer and the City.
- B. "City" shall mean the City of North Bend, King County, Washington.
- C. "City Engineer or Public Works Director" shall mean the consulting engineer employed by the City or contracted by the City for the administration of this Agreement.
- D. "Contract Documents" shall have the meaning ascribed in the Agreement.
- E. "Developer" shall mean the person, partnership, firm, or corporation identified in the Checklist, and shall include Developer's agents, employees, and subcontractors.
- F. "Developer's Engineer" shall mean the engineering firm, and that firm's representatives, which may be approved by the City to act as the engineer for the Extensions to be performed under this Agreement.
- G. "Extensions" shall have the meaning ascribed in the Agreement.
- H. "Or Equal" shall mean any manufactured article, material, method, or work which, in the opinion of the City Engineer, is equally desirable or suitable for the purposes intended in the Specifications and the Contract Documents as compared with similar articles specifically mentioned therein.
- I. "Plans" shall mean all instructions, shop drawings, and other official drawings (and reproductions of the same) made or to be made pertaining to the Extensions or to any structure connected therewith, including supplemental instructions, drawings or

documents furnished by the City Engineer at Developer's request, which, in the City Engineer's sole discretion, are necessary for the proper construction of the Extensions, provided that all such supplemental drawings and instructions must be consistent with the Contract Documents.

J. "Specifications" shall mean the design specifications and criteria identified in the Standards for Preparation of Extension Plans and Specifications.

3. PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES

Developer shall carefully study and compare all Plans and Specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the City Engineer any error, inconsistency, or omission in respect to design, construction or cost which Developer may discover. If Developer, in the course of this study or in the construction of the Extensions, finds any discrepancy between the Plans, or any such errors or omissions in respect to design, construction, or cost in drawings or in the layout as given by points and instructions, it shall be Developer's duty to inform the City Engineer immediately in writing, and the City Engineer shall promptly check the same. Any work done after such discovery will be done at Developer's sole risk.

4. STATUS OF CITY ENGINEER

A. Except for the method or manner of performing the work, the Extensions are to be constructed under the general supervision and to the complete satisfaction of the City Engineer, or his/her duly authorized representative, who shall use his/her reasonable discretion and professional experience as to the true interpretation and meaning of the project application, Plans, Specifications, and Estimates and as to all questions arising as to proper performance of the work. The City Engineer has the authority to stop work whenever, in his/her opinion, such stoppage may be necessary to ensure proper execution of the contract. The City Engineer may also reject all work and materials which in his/her opinion, do not conform to the contract.

B. The City Engineer shall use his/her reasonable discretion and professional experience to decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and all questions as to the acceptable fulfillment and performance of the Agreement on the part of Developer. The decision of the City Engineer in such matters shall be final.

C. The City Engineer may direct the sequence of conducting work when it is in locations where the City is doing work either by contract or by its own forces or where such other work may be affected by the Extensions, in order that conflict may be avoided and the Extensions be harmonized with work under other contracts, or with other work being done in connection with, or growing out of, operations of the City. Nothing

in this Section 4(C) shall be interpreted to relieve Developer of its obligations or liabilities under the Contract Documents.

D. Neither the City Engineer nor his/her representatives have the authority to waive the Developer's obligation to perform work in accordance with the Contract Documents. However, the City Engineer shall have the authority to authorize minor field changes. Failure or omission on the part of the City Engineer or his/her representatives to condemn unsuitable, inferior, or defective work and/or labor or material or equipment furnished under the application shall not release Developer or his/her bond from performing the work in accordance with the Contract Documents.

5. INSPECTION AND TESTS

- A. Inspection of the work by the City and its authorized agents shall be strictly for the benefit of the City, and nothing contained herein shall be construed to relieve Developer of its obligations under this Agreement.
- B. The City Engineer and his/her representatives shall, at all times, have access to the Extensions for the purpose of inspecting and testing, wherever it is in preparation or progress, and Developer shall provide proper facilities for such access and for such inspection and testing.
- C. If any work should be covered up without approval or consent of the City Engineer, it must, if required by the City Engineer, be uncovered for inspection at Developer's expense.
- D. Re-examination of questioned work may be ordered by the City Engineer; and, if so ordered, the work shall be uncovered by Developer. If such work is found by the City Engineer to be in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work is found not in accordance with the Contract Documents, Developer shall pay such costs.
- E. Developer shall make tests of the work as required by the City Engineer at Developer's expense and shall maintain a record of such test.
- F. For a performance test to be observed by the City Engineer, Developer shall make whatever preliminary tests are necessary to assure that the materials and/or equipment are in accordance with the Specifications. If, for any reason, the test observed by the City Engineer is unsatisfactory, Developer shall pay all costs incurred by the City Engineer for the inspection and supervision of all further testing.
- G. Where work is performed outside of the normal 40-hour work week, Developer shall pay City's additional costs for inspection and supervision, if applicable.

- H. Where the Plans, Specifications, City Engineer's instructions, laws, ordinances, or any government authority require any work to be specifically tested or inspected, Developer shall give the City Engineer timely notice of the date fixed for such inspection. Required certificates of inspection by authorities other than the City Engineer shall be secured by Developer and copies provided to the City Engineer.
- I. Inspection during construction will be provided as deemed necessary by the City Engineer.
- J. Written notice of deficiencies, adequately describing the same, shall be given to Developer upon completion of each inspection, and Developer shall correct these deficiencies within seven (7) days of notice thereof, or as agreed upon in writing by both parties, and before final inspection will be made by the City Engineer.
- K. A representative of Developer or Developer's contractor shall arrange a time with and accompany the City Engineer on the final inspection and subsequent inspections, if required, thereafter.
- L. Deficiencies discovered at the final inspection shall be corrected within seven (7) days' notice thereof or as agreed upon by both parties, and in no instance shall service be provided until said deficiencies are corrected and the extension passes re-inspection.
- M. All costs incurred by the City for inspection, including the fees and charges of its City Engineer, except as specifically provided for in this section, shall be paid by Developer, and a deposit for this may be required in advance by the City.
- N. Neither inspection nor acceptance by the City shall relieve Developer of any responsibility or liability, whether to the City or others, provided in the Contract Documents.

6. PLANS AND SPECIFICATIONS ACCESSIBLE

- A. The City shall furnish one (1) copy of Plans and Specifications to Developer, who shall keep at least one (1) copy of the same constantly accessible at the construction site.
- B. Where shop drawings are required to be submitted for acceptance, one (1) copy of the approved shop drawings shall be kept constantly accessible at the construction site.

7. OWNERSHIP OF DRAWINGS

All Plans, Specifications and copies thereof prepared or furnished to the City Engineer are his/her property. They are not to be used on other work and, with the exception of the signed Agreement, and are to be returned to him/her upon completion of the work.

8. MATERIALS AND EQUIPMENT; MATERIALS AND EQUIPMENT LIST

- A. Materials and equipment shall be new and as specified in the Contract Documents, or if not specified, shall be of a quality approved by the City Engineer. All materials and equipment furnished are warranted by Developer as new and as in compliance with the Plans and Specifications, if specified therein, and as suitable for the intended purpose. In addition thereto, the Developer shall furnish the City with copies of the supplier's warranty. Except in the event of fraud or bad faith by Developer, the warranty described in this Section 11(A) shall be limited to two (2) years.
- B. Developer shall file three (3) copies of its materials and equipment list with the City Engineer prior to commencing construction of the Extensions. This list shall include the quantity, manufacturer and model number, if applicable, of materials and equipment to be installed under the Contract Documents. This list will be checked by the City Engineer as to conforming with the Plans and Specifications. The City Engineer will pass upon the list with reasonable promptness, making note of required corrections.

Developer shall make any required corrections and file three (3) corrected copies with the City Engineer within one week after receipt of notice of required corrections. The City Engineer's review and acceptance of the lists shall not relieve Developer from responsibility for deviations from the Plans and Specifications or warranty for suitability for the intended purpose unless Developer has, in writing, called the City Engineer's attention to such deviations at the time of submittal and secured the City Engineer's written approval for such deviation.

9. SHOP DRAWINGS

All shop details, structural steel, pipe, machinery, equipment, schedules, bending diagrams, reinforcing steel, and other detail drawings furnished by the Developer, as required and provided for in the specifications. Developer shall check and verify all field measures. Developer shall submit with such promptness as to cause no delay in its own work or in that of any other contractor, three (3) copies, checked and approved by Developer, of all shop or setting drawings and schedules (all collectively herein referred to as "shop drawings") required for the work of the various trades in the construction of the Extensions or where requested by the City Engineer, and shall verify all field various trades in the performance of the work or where requested by the City Engineer and shall verify all field measurements or conditions to which the shop drawings are applicable. The City Engineer shall pass upon them with reasonable promptness making note of required corrections, including those related to design and artistic effect. Developer shall make any corrections required by the City Engineer and, within one (1) week after receipt of the notice of required corrections, shall file with the City Engineer three (3) corrected copies and furnish such other copies as may be needed by the City Engineer. The City

Engineer's acceptance of such drawings or schedules shall not relieve Developer from responsibility for deviation from drawings, Plans, or Specifications, unless Developer has, in writing, called the City Engineer's attention to such deviation at the time of submission and secured the City Engineer's written approval, nor shall it relieve Developer from responsibility for errors in shop drawings or schedules.

10. CUTTING AND FITTING

Developer shall do all cutting and fitting of its work that may be required to make any of the Extensions' several parts come together properly, and fit it to receive or be received by work of other developers or contractors shown or reasonably implied by the Plans and Specifications for the completed structure, and Developer shall restore all surfaces damaged by cutting and fitting as the City Engineer may direct.

11. LABOR, MATERIALS, EQUIPMENT, FACILITIES, AND WORKMEN

- A. Developer shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work, except as otherwise stipulated in the Contract Documents.
- B. The Developer shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any person unfit or not skilled in the work assigned to him/her. Employees or agents of Developer, who, in the opinion of the City Engineer, may impair the quality of the Extensions shall forthwith be discharged by Developer upon the written request of the City Engineer.
- C. During the term of the Agreement, neither party shall employ nor hire any employee of the other party, nor of the City Engineer, without the written consent of the other party. Neither party shall use any work performed or any information obtained from any employee hired in violation of this provision in making a claim against the other party.
- D. Necessary sanitation conveniences for the use of workmen on the job, properly secluded from public observation, shall be provided and maintained by Developer.

13. SAMPLES

The Developer shall furnish for approval all samples as directed by the City Engineer. The finished work shall be in accordance with approved samples. Approval of samples by the City Engineer does not relieve the Developer of performance of the work in accordance with the Contract Documents.

14. DETERMINATION OF "OR EQUAL"

The City Engineer shall make the determination regarding questions of "or equal" for any supplies or materials proposed by Developer. Developer shall pay to the City the cost of tests and evaluation by the City Engineer to determine acceptability of alternatives proposed by Developer, in accordance with Section 4 of the Agreement.

15. ROYALTIES AND PATENTS

Developer shall defend, indemnify, and hold the City harmless for all claims and/or suits brought against the City by reason of infringement of patent rights or licenses on any material, machine, appliance, or process that Developer may use on the work or incorporate into the finished job. Such indemnity shall include the costs of defense by an attorney selected by Developer and approved by the City.

16. PAYMENT OF PREVAILING WAGES

Developer does not have to pay prevailing wages on projects without City funding.

17. PROTECTION OF WORK AND PROPERTY AND SAFETY

- A. Developer shall continuously maintain adequate protection of the work from damage and shall protect City's property from injury or loss arising in connection with and during the term of the Agreement. Developer shall make good any such damage, injury, or loss, except as may be directly due to the negligence of agents or employees of the City. Developer shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.
- B. Developer shall bear the risk of loss or damage for all finished or partially finished work until accepted by the City.
- C. Developer shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local safety laws and building codes. Developer shall erect and properly maintain at all times, as required by the conditions and progress of the Extensions, all necessary safeguards for protection of workmen and the public, shall post danger signs warning against known or unusual hazards; and shall designate a responsible member of its organization on the construction site whose duty shall be the prevention of accidents. The name and position of such person so designated shall be reported in writing to the City Engineer by Developer.

18. EXISTING UTILITIES OR OBSTRUCTIONS

- A. Developer shall not enter upon or place materials on other private premises except by written consent of the individual owners, and Developer shall save the City harmless from all suits and actions of every kind and description that may result from its use of private property.
- B. Underground utilities of record shall be shown on the Plans insofar as it is possible to do so. These, however, are shown for convenience only, and the City assumes no responsibility for improper locations or failure to show utility locations on the construction plans. Any underground utilities found during the course of construction not properly shown on the Plans shall be recorded as to the nature, size, depth and orientation on the as-built drawings.
- C. Developer shall take adequate precautions to protect existing lawns, trees, shrubs, outside rights-of-way, sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto caused by its operations to the satisfaction of the City Engineer, except as otherwise provided in the Contract Documents.

19. REPLACING IMPROVEMENTS

Whenever it is necessary in the course of construction to remove or disturb culverts, driveways, roadways, pipelines, monuments, property stakes, or other existing improvements, whether on private or public property, they shall be replaced to a condition equal to or better than that existing before they were so removed and disturbed.

20. SUPERINTENDENCE AND SUPERVISION

Developer shall keep on the construction site during the construction of the Extensions a competent superintendent and any necessary assistants, all satisfactory to the City Engineer. The superintendent shall not be changed except with the consent of the City Engineer unless the superintendent ceases to be in Developer's employ. The superintendent shall represent Developer, and all directions given to the superintendent shall be as binding as though given to Developer. Instructions to Developer shall be confirmed in writing upon its request in each case. Developer shall give efficient supervision to the work, using its best skill and attention.

21. WARRANTIES OF DEVELOPER

Upon completion of the Extensions and approval and acceptance thereof by the City, Developer warrants to the City as follows:

- A. That Developer is the owner of the property and the same is free and clear of all encumbrances and that Developer has good right and authority to transfer title

thereto to the City and will defend the title of the City against the claims of all third parties claiming to own the same or claiming an encumbrance against the same; and

- B. That the Extensions are in proper working condition, order, and repair as designed and that they are adequate and fit for the intended purpose of use as water, sewer, stormwater, and/or street systems, and as integral parts of the water, sewer, stormwater, and/or street systems of the City; and
- C. That all parts of the Extensions shall remain in proper working condition, order and repair as designed except where abused or neglected by the City; and that Developer shall repair or replace, at its own expense, any work or material which may prove to be defective during the period of this warranty. Developer shall obtain warranties and guaranties from its subcontractors and/or suppliers where such warranties or guaranties are specifically required herein and shall deliver copies of such to the City upon completion of the Extensions. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for two (2) years after acceptance by the City.

Except in the event of fraud or bad faith by Developer, the warranty described in this Section 23 shall be limited to two (2) years.

22. **CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD**

When defects occurring within the warranty period are discovered, Developer shall work to remedy any such defects within seven (7) days of notice of discovery thereof by the City, or as agreed upon in writing, and shall complete such work within a reasonable time as determined by the City. In emergencies, where damage or loss of service may result from delay, corrections may be made by the City immediately upon discovery; in which case the cost thereof shall be borne by Developer. In the event Developer does not commence and/or accomplish corrections within the time specified, the work shall be otherwise accomplished and the cost of same shall be paid by Developer.

Developer shall be responsible for any expenses incurred by the City resulting from defects in the Developer's work including actual damages, cost of materials, and labor expended by the City in making emergency repairs, and cost of engineering, inspection, and supervision by the City or City Engineer, as well as reasonable attorneys' fees and expert witness fees to be fixed by the court in any action which the City may commence against the Developer to enforce the provisions hereof.

23. **SUBLETTING AND SUBCONTRACTING**

Developer is fully responsible and liable to the City for the acts and omissions of its employees, subcontractors, and all other persons either directly or indirectly employed or contracted with by subcontractors. The City's consent to subcontracting part of the

work shall in no way release Developer from responsibility under the Agreement, and Developer will be held in all respects accountable for the same as if no consent had been given. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.

24. SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS

The City reserves the right to perform work with its own forces or to let contracts for work under similar general conditions in connection with this project or other projects. Developer shall afford the City and other contractors reasonable opportunity for the execution of their respective work.

25. LOSS OF MARKERS

The City shall not be responsible for costs to relocate service ends in the event of removal or destruction of the markers by parties other than the City.

26. DISPUTE RESOLUTION

A. Process for Alternative Dispute Resolution. The parties shall cooperate in good faith and deal fairly in performing their duties under the Contract Documents in order to accomplish their mutual objectives and avoid disputes. If a dispute arises, the parties shall resolve all disputes by the following progressive alternative dispute resolution process:

1. The parties shall first seek a fair and prompt negotiated resolution.
2. If negotiation is not successful, either party may demand binding arbitration in accordance with RCW 7.04.060; provided, that within twenty (20) days of the initial arbitration demand, the parties shall attempt to resolve the dispute by nonbinding third-party mediation. Mediation efforts shall not delay or affect the arbitration hearing date unless agreed by the parties.
3. If the dispute is not resolved through mediation within forty-five (45) days of the initial arbitration demand, the parties shall proceed with the binding arbitration; provided, that the mediator shall prepare and deliver to the arbitrator a final written recommendation for resolution of the dispute.

B. Selection of Arbitrator. There shall be one arbitrator agreed upon by the parties, or, if the parties cannot agree on the identity of the arbitrator within ten (10) days of the initial arbitration demand, the arbitrator shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or shall have similar professional credentials). The arbitrator shall be an attorney with at least fifteen (15) years' experience in the practice of law and shall

reside in the Seattle/King County metropolitan area. Whether a claim is covered by the Contract Documents shall be determined by the arbitrator. All statutes of limitations which would otherwise be applicable in a court of law shall apply to any arbitration proceeding hereunder. The mediator shall be selected by the same manner as the arbitrator.

- C. Procedures. The arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules in effect on the date of the initial arbitration demand, as modified by this Section 28. There shall be no dispositive motion practice. As necessary to ensure a fair hearing, the arbitrator may authorize limited discovery, and may enter pre-hearing orders regarding (without limitation) scheduling, document exchange, witness disclosure and issues to be heard. The arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such writings and oral presentations as reasonable business people would use in the conduct of their day-to-day affairs, and may require the parties to submit some or all of their case by written declaration or such other manner of presentation as the arbitrator may determine to be appropriate. The parties intend to limit live testimony and cross-examination to the extent necessary to ensure a fair hearing on material issues.
- D. Hearing – Law – Appeal Limited. The arbitrator shall hold a private hearing within ninety (90) days of the initial arbitration demand and shall take reasonable measures to conclude the hearing within three (3) days. The arbitrator's written decision shall be issued not later than fourteen (14) calendar days after the close of the hearing. These time limits are included in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply substantive law. Absent fraud, collusion or willful misconduct by the arbitrator, the award shall be final, and judgment may be entered in any court having jurisdiction over the parties. The arbitrator may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other arbitration proceeding involving common issues of law or fact or which may promote judicial economy, but shall not have the power to award punitive or exemplary damages.
- E. Provisional Remedies. Pending selection of the arbitrator, either party may request the AAA to unilaterally appoint an interim arbitrator for the limited purpose of awarding temporary or preliminary relief. This award may be immediately entered in any federal or state court having jurisdiction over the parties even though the decision on the underlying dispute may still be pending. Once appointed, the official arbitrator may, upon request of a party, issue a superseding order to modify or reverse such temporary or preliminary relief or may confirm such relief pending a full hearing on the merits of the underlying dispute, which order may be immediately entered in any

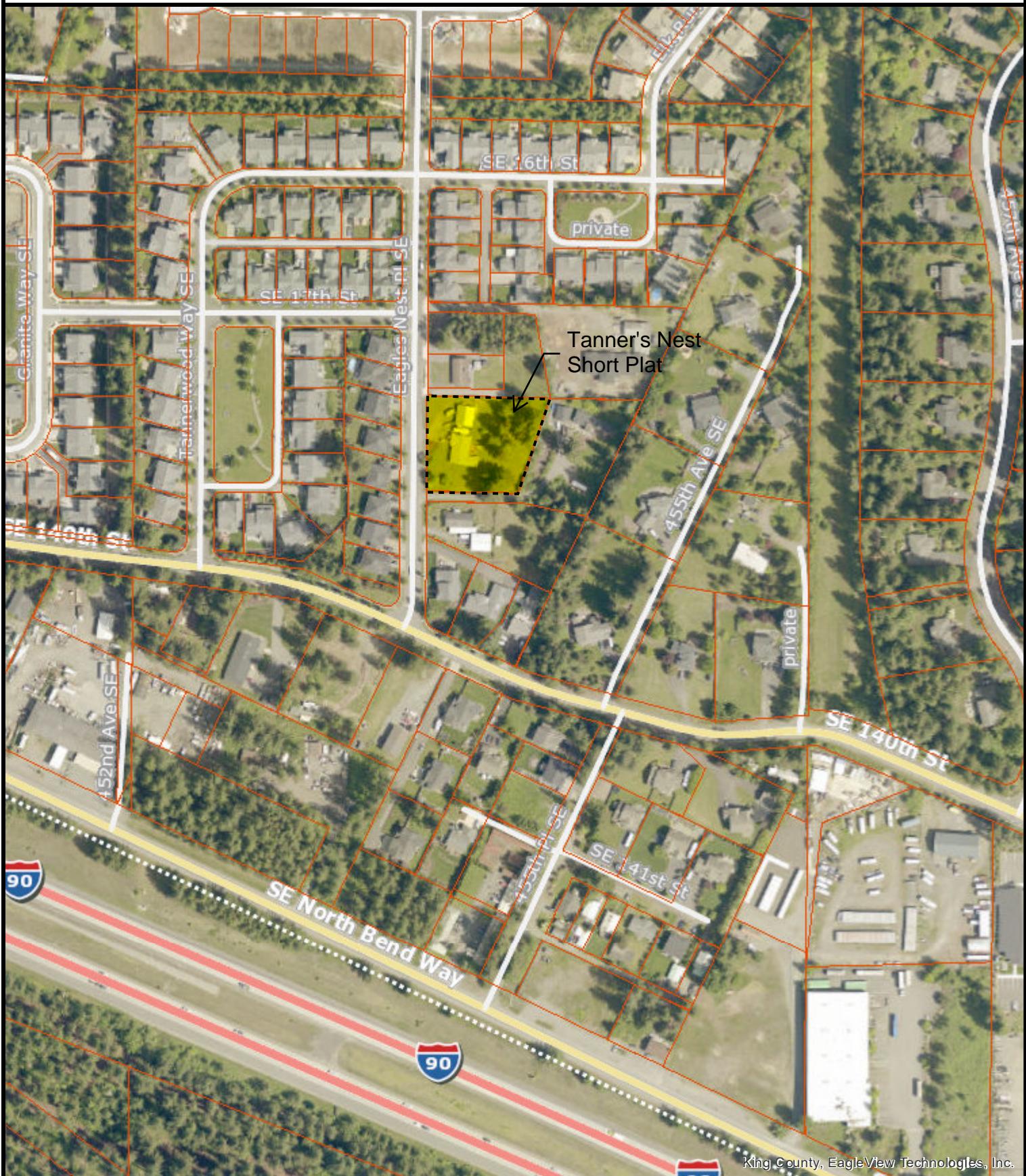
federal or state court having jurisdiction over the parties, even though the decision on the underlying dispute may remain pending. Such relief may be granted by the arbitrator only after notice to and opportunity to be heard by the opposing party, unless the party applying for such relief demonstrated that its purpose would be rendered futile by giving notice.

F. Attorneys' Fees and Costs. The arbitrator shall award attorneys' fees, expert witness fees, and costs to the prevailing party, but only if the award to the prevailing party exceeds the mediator's recommendation. Except as otherwise provided in the Agreement, neither party is entitled to payment of its attorneys' fees by the other party for disputes resolved prior to a final decision of the arbitrator.

Nothing in this Section 28 shall affect Developer's responsibility to reimburse the City for attorney fees and legal expenses in the normal course of the Agreement.

CERTIFICATE(S) OF INSURANCE

Exhibit B - Vicinity Map



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 2/26/2024

Notes:

King County, EagleView Technologies, Inc.



King County

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City Council Agenda Bill

SUBJECT:	Agenda Date: April 2, 2024	AB24-036
Motion Authorizing a Contract with Republic Services to Haul and Dispose of WWTP Sewage Sludge	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 – Martin Chaw Public Works – Mark Rigos, P.E.	
Cost Impact: \$80,000 to \$100,000 Annually		
Fund Source: Sewer Operating (402)		X
Timeline: Immediate		
Attachments: Contract		
SUMMARY STATEMENT:		
Waste sewage sludge created at the City's Wastewater Treatment Plant (WWTP) is currently treated by processing through a centrifuge, which dewateres the sludge to approximately 18% solids by weight. After dewatering, the solids are loaded into a semi-truck trailer and hauled by Republic Services to the Roosevelt Landfill in Roosevelt, WA. The City originally entered into a contract with Republic Services to haul and dispose of the solid waste in 2015 and has been disposing of its solids in this manner since 2016.		
This is a renewal of the existing contract, which is required every three (3) years based on the terms of the contract. Staff have discussed other methods of disposing of the dewatered sludge with engineers at Gray & Osborne, Inc. who have determined that this is the most cost-effective means of accomplishing that goal as the WWTP is currently configured.		
Payment for services will be on a per-load basis plus an hourly fee for transportation. Estimated annual costs under this contract range from \$80,000 to \$100,000 per year, depending on the amount of solids produced and transportation time for disposal.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on March 26, 2024 and it was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB24-036, authorizing the Mayor to execute a contract with Republic Services for hauling and disposing of WWTP sewage sludge, in a form approved by the City Attorney.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
April 2, 2024		



SPECIAL WASTE DISPOSAL SERVICE AGREEMENT 2024

NON-HAZARDOUS WASTES

Special Waste Profile No: 4178 15 5434

INVOICE TO (Generator Billing Information)	
GENERATOR NAME (the "Generator") City of North Bend Wastewater Treatment Plant	
ATTN:	Jeff Leamon
ADDRESS	920 SE Cedar Falls Way
CITY, STATE	ZIP CODE
North Bend	WA
TEL. NO.	FAX NO.
425-888-7672	

LANDFILL FACILITY ("Company")	
LEGAL ENTITY NAME	4178 Roosevelt Regional MSW Landfill / Regional Disposal Co.
ADDRESS	500 Roosevelt Grade Road
CITY, STATE	ZIP CODE
Roosevelt, WA	99356
TEL. NO.	FAX NO.
509.384.5641	
AUTHORIZED BY:	TITLE
CONTACT	TITLE

1. **Special Waste Services.** Subject to the terms and conditions contained in this Agreement (as defined in Section 4), Company agrees to accept, at the Facility designated above, Acceptable Waste (as defined in Section 6).

2. **Rates:**

A. Rates for Disposal:

Waste	Disposal Method	Disposal Rate:	Fees / Taxes / Misc.	Transportation
Dewatered sewer Sludge	LANDFILL	*\$1980.00 for 20ft container for first 25 tons. Over 25 will be \$79.20 per ton	Washington State refuse tax of 3.6%	\$175.00 per hour non prevailing

Additional Information: *** The profile will expire on 3/18/2027 **

Cpi adjustment each Jan 1

Cannot Exceed Daily Volume of N/A Without Prior Approval of Company.

B. Incorporation by Reference. In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1) TB-12558
2)

C. Taxes, Fees & Other Charges. Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws, ordinances and regulations, and all charges set forth in Section 9, including, without limitation, site specific fees, host fees, fuel recovery fees, environmental recovery fees and administrative fees.

3. Term of Agreement. This Agreement is effective for 36 months beginning on March 20, 2024 (the "Initial Term") and shall automatically renew for successive 0-month periods (each, a "Renewal Term"), unless written notice of non-renewal is delivered in accordance with Section 19 by one party to the other party at least 30 days before the expiration of the Initial Term or any Renewal Term.

Except for requests for bids that Generator must send to multiple parties under any Applicable Laws, Generator grants to Company the right to bid and/or compete for any future services sought by Generator, whether by means of competitive bids or otherwise, that are for services comparable to those provided under this Agreement.

COMPANY AND GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE, AND ON THE REVERSE SIDE OF THIS PAGE. IN ADDITION, GENERATOR IS CERTIFYING THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE HAVE BEEN REVIEWED AND INITIALED AT THE BOTTOM OF THE PAGE.

GENERATOR

COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

NAME AND TITLE (PLEASE PRINT)

DATE: _____

DATE: _____

Employer's Liability	\$1,000,000
General Liability	\$1,000,000 combined single limit
Automobile Liability (if Generator hauling)	\$1,000,000 combined single limit

4. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Acceptable Waste shall consist of this Agreement, riders to the Agreement (if any), any Special Waste Profiles (including any approved changes and re-certifications) and any Application, permit and approval that may be applicable to the disposal of such Acceptable Waste ("Acceptable Waste Documentation").

5. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Acceptable Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same (collectively, "Applicable Laws").

6. **Acceptable Waste.** Only waste that satisfies each of the following criteria shall be accepted for disposal at the Facility ("Acceptable Waste"): (a) the waste conforms to the description set forth in the Acceptable Waste Documentation; (b) the waste does not contain any Unacceptable Waste; (c) the waste is accurately reflected on any Special Waste Profile(s) as directed by the Company pursuant to Section 7; (d) the waste is acceptable for disposal at the Facility under all Applicable Laws; and (e) the transportation to and disposal of the waste at the Facility is otherwise in accordance with this Agreement. The parties may incorporate additional Acceptable Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Acceptable Waste and Company has approved disposal of such Acceptable Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to and liability for any and all Acceptable Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).

7. **Rights of Refusal/Rejection.** The Generator shall inspect all waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility including if the Company believes (a) Generator has breached (or is breaching) its representations, warranties, covenants or agreements in this Agreement or any Acceptable Waste Documentation, or any Applicable Laws; or (b) that the waste contains Unacceptable Waste. The Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility if the Company has reason to believe, in its sole discretion, that the waste: (1) emits excessive odors; and/or (2) negatively impacts operations at the Facility. Company shall have the right to inspect all vehicles and containers of waste haulers, including the Generator's vehicles, in order to determine whether the waste is Acceptable Waste pursuant to this Agreement and all Applicable Laws. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement.

8. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.

9. **Charges and Payment.** Payment shall be made by Generator within twenty (20) days after receipt of invoice from Company. If any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Acceptable Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator. For the purposes of this section, written notice may be provided via email, certified mail, or overnight courier.

10. **Termination/Suspension.** Company shall have the right to immediately terminate and/or suspend this Agreement upon the occurrence of any of the following events of default: (a) Generator's failure to timely pay any amounts due under this Agreement to Company; (b) Generator's breach of any of its obligations, representations, warrants or covenants under this Agreement or any Acceptable Waste Documentation; or (c) the filing of a voluntary or involuntary petition for reorganization or bankruptcy against Generator. Generator shall be liable for any losses, claims, expenses and damages incurred by Company as a result of suspension or termination hereunder. Generator's obligations, representations, warranties and covenants regarding the Acceptable Waste delivered and all indemnities contained in this Agreement shall survive expiration and termination of this Agreement. Additionally, Company shall have the right to terminate this Agreement for convenience at any time on 30 days notice to Generator.

11. **Personnel Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Acceptable Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.

12. **Indemnification.** Generator agrees to indemnify, defend and hold harmless Company, the legal entity owning and/or operating the Facility, their subsidiaries, affiliates and parent corporations, as applicable, and each of their respective officers, directors, lenders, employees, subcontractors and agents (collectively, the "Company Indemnified Parties") from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or related to (a) the transportation to and/or disposal of any Unacceptable Waste at the Facility, whether or not Generator or Company was negligent in failing to identify the Unacceptable Waste; (b) the reloading and/or removal of Unacceptable Waste at the Facility; (c) any penalties, fines or remediation activities incurred by or imposed as the result of the transportation and/or disposal of Unacceptable Waste; (d) any increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Company as to the content of the waste transported and/or disposed of at the Facility following discovery of potentially Unacceptable Waste; and (e) the Company's inability to use the Facility due to the presence of Unacceptable Waste including without limitation any consequential damages. Company may also, in its sole discretion, require Generator to promptly remove the Unacceptable Waste at Generator's sole expense. The indemnification and other obligations stated in this Section 12 shall survive the expiration and termination of this Agreement.

13. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages
Worker's Compensation

Minimum Amounts of Insurance
Statutory

GENERATOR: _____

COMPANY: _____

June 2021

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Generator shall deliver the Certificates of Insurance evidencing the foregoing policies to Company before Generator delivers any waste to the Facility pursuant to this Agreement. In addition, the (i) Commercial General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability coverage specifically covering Generator's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form". Said policies shall not thereafter be canceled, be permitted to expire or laps, or be changed without 30 days advance written notice has been given to Company. With the exception of workers' compensation, Company shall be shown as additional insureds under all of the insurance policies required by this Section 13. The policies required by this Section 13 shall be primary and non-contributory with respect to Company, and the insurance providers shall agree to waive their rights of subrogation against Company.

14. **Failure to Perform.** Except for Generator's obligation to pay amounts due to Company, neither party shall be liable for its failure to perform due to circumstances that are both not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party. If any of the circumstances provided for in the preceding sentence occur, including, without limitation, whether any federal, state or local court or governmental authority takes any action that would (a) close or restrict operations at the Facility; or (b) limit the quantity or prohibit the disposal of Acceptable Waste at the Facility, Company shall have the right to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice; provided, however, that Generator's payment and indemnification obligations shall survive such reduction, suspension or termination. Neither Party is required to settle any labor dispute against its own best judgment.

15. **Assignment; Performance of Services.** Generator may not assign, transfer, subcontract or otherwise vest in any other company, entity or person, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Company, which Company may withhold in its sole discretion. Company may freely assign this Agreement or any of its rights or obligations thereunder, to any other company, entity or person, in its sole discretion. Additionally, Company may freely use any of its affiliates to provide the services and fulfill Company's obligations under this Agreement.

16. **Right of Disposal.** This Agreement does not grant any rights to dispose of waste other than as specifically set forth in this Agreement.

17. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Special Waste profiles on the waste(s) offered for disposal or, (ii) providing appropriate certification that the waste being offered for disposal is accurately reflected by the appropriate Special Waste Profile or, (iii) re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or any Acceptable Waste Documentation.

18. Miscellaneous.

- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
- (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
- (C) Unless otherwise provided for herein, no modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
- (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
- (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.

(H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.

(I) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement.

19. **Notices.** All notices required under this Agreement shall be considered as having been given upon being placed in the mail, certified postage prepaid, addressed to Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

20. **Liquidated Damages.** If Generator terminates this Agreement before its expiration other than as a result of a breach by Company, Generator shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Generator acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.



City Council Agenda Bill

SUBJECT:	Agenda Date: April 2, 2024	AB24-037
Motion Authorizing Third Amendment to Contract with Gray & Osborne for Construction Management of the WWTP High Priority Improvements Project Phase 1	Department/Committee/Individual	
Cost Impact: \$100,000	Mayor Mary Miller	
Fund Source: Sewer Operating and Capital	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	X

Attachments: Contract Amendment #3

SUMMARY STATEMENT:

In March 2019, the City Council approved a professional services engineering contract with Gray & Osborne (G&O), Inc. to administer the construction of the WWTP (Wastewater Treatment Plant) High Priority Improvements (HPI) Phase 1 sewer capital project. The original fee estimate was based on a work schedule of 16 months from start of construction to completion of all work scope items, including project close-out and updating the WWTP Operations and Maintenance Manual.

The original estimate by G&O for completion of this work was \$754,622. Amendment #1 included extra time to account for working days added via change order at the time of approval and was approved for an amount of \$106,958. Amendment #2 accounted for additional time added to the contract via change order at the time it was approved and was approved for an amount of \$172,084. Amendment #2 anticipated project completion in May 2021. Since then, additional delays occurred, in addition to several hundred hours of negotiations with McClure and Sons, Inc. (Contractor) regarding project close-out and repairs to cracks in Clarifiers #3 and #4. The project was accepted as physically complete on August 15, 2023 with a total of 731 working days added to the contract via change order, compared to 300 working days originally allowed. Much of the time that was added to the contract was a result of time delays due to Covid-19 and the resulting supply-chain problems that significantly increased lead-time on critical items such as steel, piping, pumps, electronics, and many other items that were incorporated into the project. The pandemic caused all sorts of problems on this project.

G&O reports they currently hold an unbilled amount of \$130,000 worth of time related to this contract. That work includes the following:

1. Additional two months of Resident Engineer time for on-site construction inspection past the date expected when Amendment #2 was developed.
2. Coordination, attendance, and preparation of meeting minutes for bi-weekly construction meetings between the expected May 2021 completion date and the actual completion date. Note that these meetings were not held between August 2021 and the physical project completion date of August 15, 2023.
3. Travel, coordination, and attendance at multiple site walk-throughs for inspection and identification of incomplete or defective work punch list items and preparation and tracking of the punch lists.
4. Additional troubleshooting and operational assistance for various equipment items, including the UV disinfection system, sodium hypochlorite addition system, 3W water system, mixed liquor pump station, and electrical and control systems.
5. Review of Contractor equipment Operations and Maintenance Manuals in December 2021, January 2022, and June 2022. Note that this document is approximately 7,700 pages.

City Council Agenda Bill

<ol style="list-style-type: none"> 6. Review of multiple Contractor-supplied record drawing markup submittals and preparation of final AutoCAD record drawings. 7. Additional testing, inspection, and submittal review for Secondary Clarifiers #3 and #4 deficiencies and repairs. 8. Assistance with the negotiation and preparation of final Change Order 7 to the City's contract with McClure and Sons, Inc. 9. Assistance with closeout negotiations associated with deficient secondary clarifier concrete work and preparation of closeout paperwork.
--

City staff met with Gray & Osborne to discuss this proposed change and were able to negotiate the amendment cost down to \$100,000, with G&O taking a loss of \$30,000. This will bring the total cost of this contract to \$1,133,664, or approximately 11% of total project costs. Construction management typically comprises 10% to 15% of total project costs. Funding will be split between Sewer Operating and Sewer Capital as calculated for the project.

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

<p>COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on March 26, 2024 and it was recommended for approval and placement on the Consent Agenda.</p>
--

<p>RECOMMENDED ACTION: MOTION to approve AB24-037, authorizing the Mayor to execute a third amendment to the contract with Gray & Osborne, Inc. for construction management of the WWTP HPI Phase I Project, in a form and content acceptable to the City Attorney, in a total amount not to exceed \$100,000.</p>
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RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 2, 2024		

**THIRD AMENDMENT TO THE CONTRACT
BY AND BETWEEN THE CITY OF NORTH BEND AND
GRAY & OSBORNE, INC.**

THIS AMENDMENT to the Contract for Services entered into between the City of North Bend and Gray & Osborne, Inc. effective March 26, 2019, as amended by Amendment #1, effective August 11, 2020, and Amendment #2, effective April 7, 2021 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 14 of the Agreement.

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

2. Compensation and Method of Payment. Consultant will invoice the City monthly based upon the fee schedule set forth in **Exhibit B3** attached hereto, which is incorporated by this reference as if fully set forth. **Exhibit B2** is hereby replaced in its entirety by **Exhibit B3**. Consultant shall be paid a total amount not to exceed One Million One-Hundred Thirty-Three Thousand Six Hundred Sixty-Four Dollars (\$1,133,664), without written modification of this Agreement signed by the City. The City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval.

All other terms and conditions set forth the original Agreement effective March 26, 2019, as amended by Amendment 1, effective August 11, 2020, and Amendment 2, effective April 7, 2021, shall remain in full force and effect.

DATED this _____ day of _____, 2024.

CITY OF NORTH BEND

CONSULTANT

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Attest/Authenticated:

City Clerk

Approved as to form:

Kendra Rosenberg, City Attorney

EXHIBIT B-3
AMENDMENT 3

**ENGINEERING SERVICES
ESTIMATE TO COMPLETE**

City of North Bend - Wastewater Treatment Plant High-Priority Improvements
Construction Management and Engineering Services Amendment 3

Tasks	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	Wastewater Operation Specialist Hours	Environmental Technician/ Specialist Hours
1 Project Management Services						
Progress Reports and Invoices	20	20				
Coordination with City	40	24				
Coordination with City and Ecology						
2 Construction Administration Services						
Contractor Submittal Reviews	10	20				
Construction Report Summaries	10	10				
Responses to RFIs and Clarifications		10				
Coordination Meetings	10	16			40	
Change Orders	4	16				
Pay Request Review	10					
Construction Contract Closeout						
3 Construction Observation						
Construction Observation	8	16			160	
4 SCADA and PLC Programming Collaboration						
Collaboration and Review PLC Programming	4	16				
Collaboration and Review of SCADA System Development	4	16				
5 Startup and Commissioning						
Additional troubleshooting of equipment	16					
6 O&M Manual Update and Training Services						
O&M Manual Update	24	36			40	20
Training and Follow-Up Services	24	34				
7 Record Drawings and Declaration of Completion						
Record Drawings and Specifications	8	16	8	16	16	20
Declaration for Completed Construction	4					
Hour Estimate:	196	250	8	16	256	40
Estimated Fully Burdened Billing Rate:*	\$203	\$180	\$160	\$160	\$140	\$130
Fully Burdened Labor Cost:	\$39,788	\$45,000	\$1,280	\$2,560	\$35,840	\$5,200

Total Fully Burdened Labor Cost: \$ 129,668

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 1,000

TOTAL ESTIMATED COST: \$ 130,668

CREDIT \$ (30,668)

TOTAL ESTIMATED COST OF AMENDMENT 3: \$ 100,000

REVISED TOTAL ESTIMATED PROJECT COST: \$ 1,133,664

*

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



Office of Mayor

PROCLAMATION

WHEREAS, sexual assault is pervasive: every 68 seconds, someone is sexually assaulted in the United States; and

WHEREAS, rape is among the most underreported crimes for reasons that include victim's fear of being disbelieved or further traumatized within systems designed to support them. Additional barriers, such as language, immigration status, gender bias, and systemic racism further oppress and silence victims; and

WHEREAS, individual and community impacts of sexual violence are rooted in and compounded by racism, sexism, heterosexism, and other forms of oppression. Black, Indigenous, and other people of color, people living in poverty, LGBTQ+ people, elders, people with disabilities, and other people targeted by oppression are disproportionately affected by sexual violence in significant and complex ways; and

WHEREAS, 41% of Americans have been personally subjected to harassing behavior online, and people from historically oppressed groups are more likely to experience online harassment, mirroring inequities we see elsewhere in society; and

WHEREAS, negative impacts of sexual violence trauma on adults, youth and children include fear, concern for safety, physical and mental health issues, injury, and missed work or school; and

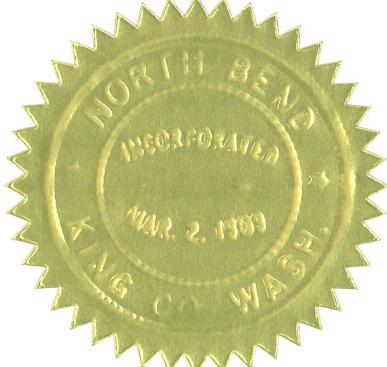
WHEREAS, sexual violence exists on a continuum of behavior that includes racist, sexist, transphobic, homophobic, ableist or other hate speech. This ranges from rape jokes to verbal harassment to physical assaults; and

WHEREAS, working together as a community, we can alleviate the trauma of sexual violence by ensuring supportive resources are available to all survivors, while standing up to actively disrupting harmful attitudes and behaviors that contribute to sexual assault,

NOW, THEREFORE, I, Mary Miller, Mayor, join advocates and communities throughout King County in taking action to prevent sexual violence by standing with survivors and proclaiming April 2024 as

Sexual Assault Awareness Month

in the City of North Bend and encourage all to commit to a safer future for all children, young people, adults, and families in our community.



Signed this 2nd day of April, 2024

Mary Miller
Mayor



City Council Agenda Bill

SUBJECT:	Agenda Date: April 2, 2024	AB24-038
An Ordinance Amending Certain Sections of North Bend Municipal Code Chapter 15.02 and Repealing North Bend Municipal Code Chapter 15.19 Relating to the Wildland Urban Interface Code	Department/Committee/Individual	
Cost Impact: N/A	Mayor Mary Miller	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
	Finance – Martin Chaw	
	Public Works – Mark Rigos	

Attachments: Ordinance

SUMMARY STATEMENT:

The State Legislature established the State Building Code Council (RCW 19.27.031) to require the application of uniform construction codes for the State. The Legislature adopted the 2021 International Codes as the new “minimum” construction codes for the State of Washington. The 2021 International Codes were initially expected to become effective July 1, 2023, however, the State delayed the effective date until March 15, 2024. On February 6, 2024, in anticipation of the March effective date, the City Council adopted the updated requirements as published by the State Building Code Council (SBCC).

On March 11, 2024 the Washington Association of Building Officials (WABO) notified the City that the Wildland Urban Interface Code (WUI) will no longer be adopted by the SBCC. The reason for this change was bi-partisan bill ESB 6120, which passed the legislature on February 29th, and the Governor signed on March 8th. The bill requires new mapping to be created by the Department of Natural Resources (DNR). Although there is no specific timing, DNR has stated that it will be at least a year and a half to complete the work as directed.

The proposed ordinance removes references to the WUI Code and the associated requirements in the administrative chapter for Title 15 and repeals NBMC Chapter 15.19 in its entirety. Additionally, staff is proposing to repeal the previously proposed re-roof permit cost increase associated with the new code requirements as such requirements are no longer necessary due to the legislature’s recent action.

APPLICABLE BRAND GUIDELINES: Sustainably Managed Growth

COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this item at their March 19, 2024 and recommended approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: MOTION to approve AB24-038, an ordinance amending certain sections of NBMC Chapter 15.02, and repealing NBMC Chapter 15.19 in its entirety, as a first and final reading.

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
April 2, 2024		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, AMENDING SECTIONS 15.02.030,
15.02.050, 15.02.500, AND 15.02.610 OF THE NORTH
BEND MUNICIPAL CODE RELATED TO THE CITY'S
CONSTRUCTION ADMINISTRATIVE CODE;
REPEALING NBMC CHAPTER 15.19, INTERNATIONAL
WILDLAND-URBAN INTERFACE CODE; AMENDING
CERTAIN BUILDING AND CONSTRUCTION FEES;
DIRECTING THE CITY CLERK TO UPDATE THE
CITY'S TAXES, RATES AND FEES SCHEDULE
RELATING TO BUILDING AND CONSTRUCTION
FEES; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City desires to amend certain sections of Chapter 15.02 of the North Bend Municipal Code (“NBMC”), the City’s Buildings and Construction Code as a result of the Washington legislatures recent changes reflected in Engrossed Senate Bill 6120 and the direction provided to municipalities from the Washington Association of Building Officials related to the delayed adoption of the Wildland Urban Interface Code; and

WHEREAS, the City’s reroof permit will no longer require additional time for plan review and inspection above what is already covered by the City’s current flat fee for that permit as the State Wildland-Urban Interface Code has been delayed and such a requirement was tied to the implementation of the 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 to remove the prior requirements related to the Wildland-Urban Interface Code;

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

**Section 1. NBMC Sections 15.02.030, 15.02.050, 15.02.500, and 15.02.610 of the City's
Construction Administrative Code, Amended:** The North Bend Municipal Code Sections 15.02.030, 15.02.050, 15.02.500, and 15.02.610 within the City’s Construction Administrative Code, are amended as set forth in said Exhibit A. All other sections of NBMC Chapter 15.02 not set forth in Exhibit A attached hereto shall remain in full force and effect as currently adopted.

Section 2. NBMC Chapter 15.19, International Wildland-Urban Interface Code, Repealed: North Bend Municipal Code Chapter 15.19, International Wildland-Urban Interface Code, is hereby repealed in its entirety.

Section 3. Nonstructural Reroof Building and Construction Fees, Amended: The following building and construction fees for nonstructural reroofs authorized by North Bend Municipal Code Section 15.31.010 are amended as set forth below. All other building and construction fees authorized by North Bend Municipal Code Section 15.31.010 shall remain in full force and effect as currently adopted.

	Residential	Commercial
Reroof (nonstructural)	\$350	\$150 Based on project evaluation

Section 4. Taxes, Rates and Fees Schedule, Amended: The City Clerk is directed to update the Nonstructural Reroof Building and Construction Fees, as set forth in Section 3 of this Ordinance, in the next update to the City's Taxes, Rates and Fees Schedule.

Section 5. 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 6. 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 2ND DAY OF
APRIL, 2024.**

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk

EXHIBIT A**NBMC CHAPTER 15.02
CONSTRUCTION ADMINISTRATIVE CODE****15.02.030 Provisions which apply.**

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

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

15.02.050 Definitions.

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

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

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

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

2019. “IMC” means the latest edition of the International Mechanical Code promulgated by the International Code Council as adopted by this jurisdiction.

2120. “IPC” means the latest edition of the International Plumbing Code promulgated by the International Code Council as adopted by this jurisdiction.

2221. “IRC” means the latest edition of the International Residential Code promulgated by the International Code Council as adopted by this jurisdiction.

2322. “Listed” and “listing” are terms referring to equipment or materials included in a list by an approved testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of current production of listed equipment or materials. The published list shall state that the material or equipment complies with approved nationally recognized codes, standards, or tests and has been tested or evaluated and found suitable for use in a specified manner.

2423. “LPG” means liquefied petroleum gas.

2524. “NEC” means the latest edition of the National Electrical Code promulgated by the National Fire Protection Association.

2625. “NFPA” means the National Fire Protection Association.

2726. “Occupancy” means the purpose for which a building, or part thereof, is used or intended to be used.

2827. “Owner” means any person, agent, firm, or corporation having legal or equitable interest in the property.

2928. “Permit” means an official document or certificate issued by the building official authorizing performance or specified activity.

3029. “Person” means a natural person, heirs, executors, administrators or assigns and includes a firm, partnership, or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

3130. “Power tap” means a listed device for indoor use consisting of an attachment plug on one end of a flexible cord and two or more receptacles on the opposite end, and has over current protection.

3231. “Repair” means the reconstruction or renewal of any part of an existing building, structure, or building service equipment for the purpose of its maintenance.

3332. “Registered plan program” means a program to allow one set of approved plans to be used for construction of multiple identical buildings in order to reduce plan review time.

3433. “SBCC” means the Washington State Building Code Council as appointed by the Governor of the state of Washington.

3534. "Shall," as used in this chapter, is mandatory.

3635. "Structure" means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

3736. "Structural observation" means the visual observation of the structural system, for general conformance to the approved plans and specifications, at significant construction stages and at completion of the structural system. Structural observation does not include or waive the responsibility for the inspections required by the building code or residential code or other sections of the CAC.

3837. "Technical codes" are the codes, appendices and referenced code standards adopted by the jurisdiction.

3938. "UPC" means the latest edition of the Uniform Plumbing Code promulgated by the International Code Council as adopted by this jurisdiction.

4039 "Valuation" or "value," as applied to a building or building service equipment, means and shall be the estimated cost to build or replace a building and its building service equipment in kind, based on current replacement costs. It shall also include the contractor's overhead and profit.

15.02.500 Work exempt from permit.

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

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

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

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

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

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

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

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

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

2. The clearing of stoppages.

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

15.02.610 Information on construction documents.

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

- You will need the names, addresses, and telephone numbers of the property owner(s) and applicant, if different from the property owner.
- Contractor's registration number and proof of city business license.
- Property tax account number.
- Complete legal description of property.
- Complete sets of building plans (three copies of working drawings, including architectural, landscaping, structural, and civil engineering plans).
- All calculations applicable to the project.
- Valuation of project.
- Identification (on-site plan) of all easements, deed restrictions, or other encumbrances restricting the use of the property.
- Completed Washington State Energy Code compliance form and related documents.
- Copies of other approved permits, if applicable (conditional use, shoreline, subdivision, variances, etc.).
- Payment of all estimated review fees at time of application.
- Other required documents, if applicable to the project:

- ___ Flood development permit.
- ___ Sensitive area study.
- ___ Environmental (SEPA) checklist and related documents if applicable. A copy of the site plan must be attached to the checklist.
- ___ Minor, major or master site plan.
- ___ Engineering plans for water, sewer, storms, streets.
- ___ Grading plans.

PRELIMINARY INFORMATION

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

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

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

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

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

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

BUILDING PLANS

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

COVER SHEET

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

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

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

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

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

3. Site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SITE DEVELOPMENT PACKAGE

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

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

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

Civil Engineering Site Plans

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

1. The name, address and phone number of the person or firm preparing the plans.
2. An accurate plan of the entire site as it exists at the time of application, which includes:
 - ___ All property lines with bearings and distances shown;
 - ___ The data, basis, and datum of the contours, which shall be referenced to the city's network of benchmarks, if applicable;
 - ___ A graphic representation of existing vegetation on the site designated by its common names, the amount of bare ground, and the amount and type of impervious material (rock and artificial);
 - ___ The location of all existing drainage facilities, natural and manmade;

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

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

- ___ Sequence for clearing, grading, filling, drainage alteration, and other land-disturbing activities;
- ___ On-site soil or earth or earth material storage locations and source of import materials, and location of the site where soils will be disposed;
- ___ Schedule for installation and removal of all interim erosion and sediment control measures, including vegetative measures;
- ___ Schedule for construction of final improvements, if any;
- ___ Schedule for installation of required permanent erosion control and sediment control devices;
- ___ An outline of the methods to be used in clearing vegetation and in storing and depositing of the cleared vegetative matter.

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

- The finished contours achieved by grading (at the same intervals as the existing contours), including the quantities of cut, fill, import, and export;
- The boundaries of all areas to remain undisturbed, and identification and the location of all other vegetation shown on the plan that will remain after the completion of work;
- Drainage and related facilities to be constructed with and as part of the proposed work;
- Boundaries of all areas where surface water runoff will be retained, detained, or infiltrated;
- The method for discharging surface water off-site, including the provisions required to control the velocity and direction of discharge to protect downstream properties;
- Location of proposed improvements, including building setback lines, approximate limits of cuts and fills, final grades, structures, roads, driveways, utilities, and storm drainage facilities. Said improvement locations shall also be staked on-site to enable the city's arborist and/or engineer to review improvement locations and their relationship to the site and existing vegetation;
- The location of building setback lines, and approximate limits of cuts and fills, including but not limited to foundations, retaining walls, and driveways;
- Location and dimensions of buffer zones and other areas to be maintained or established;
- The location and description of proposed erosion and sedimentation control devices or structures and schedule of maintenance; and
- Off-site grading shall be noted on the plans, and a dated letter of permission from the property owner of the land affected shall be provided and noted on the plans.

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

Additional Application Information

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

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

SUBSECTION 1. TENANT IMPROVEMENT

Permit Submittal Requirements

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

Plans and Drawings

A. Cover sheet.

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

Floor Plans

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

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

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

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

Additional Permits and Information

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

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

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

Documents and Information

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

Plans and Drawings

- A. Please submit a copy of electronic plans and/or drawings to include but not be limited to:
 1. Title Block. Located on the right-hand margin and provide:
 - a. Project name.
 - b. Drawing title.

c. Name and address of contact or person responsible for drawings.

2. Site Plan.

a. Property Lines. Show the location and dimensions.

b. Easements. Show the location for all existing and proposed utility, drainage, native growth protection and access easements and/or private roads, drawn to scale.

c. Existing and Proposed Structures. Show location, dimension and use of all existing and proposed buildings and structures on the site including distance to property lines.

d. Setbacks. Show front, side and rear yard setbacks.

e. Indicate all existing and proposed retaining structures and/or rockeries. Show maximum heights.

f. Erosion/sedimentation may be included on copies of site plan. Should show how sediment and erosion shall be kept from leaving the building site.

~~g. Landscape plans. Show compliance with the International Wildland Urban Interface Code.~~

3. Floor Plans.

a. Give square footage for each new floor, including decks and garages.

b. Floor Layout. Show arrangement of walls, note proposed use and dimensions of all rooms; show stairs, restrooms, hallways and decks.

c. Windows and Doors. Show location and dimensions of all windows, doors and skylights and indicate opening direction and size.

d. Fixture Location. Show location of hot water heater, heating unit, fans, smoke detectors, bathroom fixtures, mechanical equipment, etc.

e. Outline existing floor area.

4. Elevations.

a. Show elevations from north, south, east and west; provide finished floor level for each floor; show existing and proposed grades; show maximum building height; show maximum site slope as applicable.

b. Roof. Show roof overhangs and chimney clearance from roof. Indicate pitch of roof.

c. Siding. Note exterior siding and roof coverings.

d. Openings. Show doors, windows, skylights, sliders or other types of openable vents in windows.

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

5. Doors and Windows Schedule.

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

6. Foundation.

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

7. Roof, Deck and Floor Framing Plans.

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

8. Architectural Cross-Section and Details.

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

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

9. Structural Notes.

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

10. Energy Code Compliance.

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

11. Fireplace Section.

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

12. Stair Section.

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

SUBSECTION 3. MECHANICAL

A. Mechanical plans are required for:

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

B. Permit Submittal Requirements.

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

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

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

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

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

SUBSECTION 4. PLUMBING

A. Plumbing plans are required for:

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

B. Permit Submittal Requirements.

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

SUBSECTION 5. SIGNS

A. Permit Submittal Requirements.

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