



CITY COUNCIL MEETING*

May 21, 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 Workstudy of April 23, 2024 & City Council Meeting of May 7, 2024	1
2) Payroll	May 3, 2024 – 28808 through 28814, in the amount of \$390,839.39	
3) Checks	May 21, 2024 – 75588 through 75646, in the amount of \$1,299,153.50	
4) AB24-049	Motion – Authorizing Purchase of Variable Message Board Sign	Mr. Mohr 7
5) AB24-050	Motion – Authorizing Revised ILA with Snoqualmie for Governance of Meadowbrook Farm	Ms. Deming 13
6) AB24-051	Motion – Authorizing Contract for City Phone System	Mr. Davenport 71

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

COMMISSION AND COMMITTEE REPORTS:

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

INTRODUCTIONS:

7) AB24-052	Public Hearing, Resolution – Adopting Six Year TIP 2025-2030	Mr. Mohr 87
8) AB24-053	Motion – Authorizing Contract with NW Railway Museum for Railway Crossings Project	Mr. Mohr 103

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

ADJOURNMENT:



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

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

Zoom Meeting Information:

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

Meeting ID: 881 2610 1456

Password: 658184

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

CITY OF NORTH BEND
CITY COUNCIL WORKSTUDY NOTES

April 23, 2024

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

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

Councilmembers Alan Gothelf, Heather Koellen, Christina Rustik, Suzan Torguson and Errol Tremolada were present. Councilmembers Elwood and Joselyn were excused.

Staff Present: Mayor Mary Miller, City Administrator David Miller, Finance Director Martin Chaw, Community & Economic Development Director Rebecca Deming, Administrative Services Director Lisa Escobar, Deputy Public Works Director Tom Mohr, Economic Development Manager James Henderson, Human Resource Manager Erin Mitchell, Deputy City Clerk Jennifer Bourlin and IT Manager Phil Davenport (remote).

Guests Present: Todd Chase and Devin Tryon from FCS Group.

Fiscal Sustainability Alternative 2

Finance Director Martin Chaw explained the purpose of this session was to recap and review key findings from the February 27, 2024 Workstudy presentation of the Fiscal Sustainability Session #1, discuss Economic Development Opportunities and preliminary Fiscal and Economic Impact Analysis.

Mr. Chaw explained the study conclusions at this point were that additional revenues would be needed to keep pace with forecasted growth of 4.4 % per year and limitations to revenue consisted of the following: State law limitations on property tax, minimal population growth, and minimal new businesses. He noted the level of building activity was slowing as the City was approaching buildout of existing land.

Mr. Chaw explained Economic Development was cited as the number one priority to the community to provide more dining and shopping opportunities. North Bend's proximity to I-90 and outdoor recreation options created unique development opportunities.

Mr. Chase with the FCS Group reviewed the fiscal analysis of impact fees and reviewed additional revenue and costs; ongoing revenue and cost to serve new residents and accommodate new jobs. He reviewed impact fee methodology, long-term net fiscal impact per capita, economic development opportunities on the westside of North Bend, eastside of North Bend and the Urban Growth Area. He included buildout of development opportunities, capital improvement costs (total costs and share), buildout of net annual fiscal impact, buildout of impact fees and general facility charge revenue.

Mr. Chase reviewed the following key findings and conclusions: both residential and commercial development would be needed to pay for capital and operating expenses,

short-term impact fee revenues and cost highest with urban growth boundary expansion; provided net increase in utility rate revenue needed, long-term positive balance required a strategic approach, economic development opportunities were not mutually exclusive, the City can pursue all three.

Mr. Chase continued the discussion with reasons of why the City must act. He noted residents want an added variety of businesses, a quality community, and the City was required to comply with the State mandated Growth Management Act. Additionally the region would continue to grow and need to pay for the Waste Water Treatment Plant debt service or there would be a need to raise sewer rates significantly on existing residents. He stated the City can increase the opportunities for residents to do their shopping in the City, market to tourists to dine, stay and spend in the City and establish North Bend as “business friendly” to expand and enhance our outdoor brand and small town feel.

Mr. Chase concluded by discussing light industrial development and answered additional questions from Council.

Complete Streets Corridor Plan

Community and Economic Development Director Deming started the discussion by reviewing each of the Complete Streets Corridor and William H Taylor “WH Taylor” Park plans including the estimated design and construction costs regarding each section to prioritize how to allocate the remaining \$1.2 million left of decision card funds.

Regarding William H Taylor park; the City received a grant from Puget Sound Regional Committee that would cover design for both McClellan St and Ballarat Ave S. Ms. Deming continued with grant information and funding components for Complete Streets and WH Taylor Park.

Councilmembers reached a consensus to contract for services for 10% conceptual design of the Plaza, as the priority, and no additional funds for the Train Depot. The Train Depot remodel was receiving funding of \$350,000 from ARPA funds, McClellan was funded for design with a grant from Puget Sound Regional Council in the amount of \$1,273,000, and the Railroad Realignment was funded by a Department of Transportation grant for \$2,721,000.

Ms. Deming concluded by informing Council that projects using ARPA funds need to be contracted by the end of 2024. City Administrator Miller added that they need to be contracted but the funds do not have to be spent.

Adjournment

The Workstudy closed at 8:53 p.m.

ATTEST:

Alan Gothelf, Mayor Pro Tem
Workstudy Notes – April 23, 2024

Jennifer Bourlin, Deputy City Clerk

NORTH BEND CITY COUNCIL MINUTES**May 7, 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 (remote), Gothelf, Joselyn, Koellen, Rustik, Torguson and Tremolada.

CONSENT AGENDA:

Minutes – City Council Meeting of April 16, 2024

Payroll – April 19, 2024 – 28799 through **28807**, in the amount of **\$314,543.99**

Checks – May 7, 2024 – 75491 through **75587**, in the amount of **\$1,579,952.98**

AB24-041 – Ordinance 1807 Amending NBMC Section 18.30.040 Nonconforming Uses

AB24-042 – Ordinance 1808 Amending NBMC Chapter 15.18 RE International Fire Code

AB24-043 – Motion Authorizing 4th Amendment to Perteet Contract for Floodplain Support

AB24-044 – Motion Authorizing Contract with PH Consulting for SR202 Sidewalk Gap Project

AB24-045 – Motion Authorizing Contract with West Coast Signal, Inc.

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

CITIZEN'S COMMENTS:

Kate Leen, 980 Mountain View Blvd., presented a petition signed by valley residents asking elected officials to work together on a regional public pool. She mentioned Si View MPD pool, past propositions for pool facilities, decreased access to local pool facilities, increased rates of drowning in local bodies of water and a letter from City of Snoqualmie to North Bend requesting partnership in their YMCA Community Center Expansion Project. She concluded by clarifying the signatories to the petition supported a public non-member based regional aquatic center based on a shared vision of regional stakeholders.

Debra Landers, 14615 438th Ave. SE, mentioned the North Bend Art & Industry's Art Off the Rails event taking place on Saturday, June 15th from 11 a.m. to 4 p.m. at the North Bend Depot. Additionally, she commented on interviews for the Youth Board Member for North Bend Art & Industry.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**AB24-046 – Appointments to Planning Commission****Audio: 7:49**

Mayor Miller recommended the reappointments of Brian Fitzgibbon to Position No. 1, Juliano Pereira to Position No. 2 and Sam White to Position No. 3 on the Planning Commission.

Councilmember Gothelf **MOVED**, seconded by Councilmember Torguson to approve AB24-046, confirming the Planning Commission appointments for Juliano Pereira to Position No. 2, Sam White to Position No. 3, both terms expiring May 11, 2028 & Brian Fitzgibbon to Position No. 1, term expiring May 18, 2028. The motion **PASSED** 7-0.

Proclamation – Building Safety Month**Audio: 12:54**

Mayor Miller read a proclamation declaring the month of May, 2024 as Building Safety Month in the City of North Bend. Building Official Mercer was on hand to accept the proclamation.

INTRODUCTIONS:**AB24-047 – Motion Authorizing Payment to SPU Related to Saving Water Partnership****Audio: 16:10**

City Engineer DeBerg provided the staff report.

Councilmember Koellen **MOVED**, seconded by Councilmember Tremolada to approve AB24-047, authorizing payment to Seattle Public Utilities for the City's membership in the Saving Water Partnership, in an amount not to exceed \$30,750. The motion **PASSED** 7-0.

AB24-048 – Resolution 2104 Authorizing TIB Grant for 2024 Sidewalk Gaps Project**Audio: 24:28**

Deputy Public Works Director Mohr provided the staff report.

Councilmember Koellen **MOVED**, seconded by Councilmember Rustik to approve AB24-048, a resolution authorizing a Transportation Improvement Board Grant Agreement for Sidewalk Gaps, Multiple Locations Project. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Torguson mentioned the Mt Si Senior Center would be holding a Benefit Dinner & Auction event on Saturday, May 11th from 6 – 8:30 p.m. at Mt Si Senior Center

and the North Bend Downtown Foundation's Sip, Suds & Si event was scheduled for Saturday, May 18th from 6 – 9 p.m. in Downtown North Bend.

Councilmember Koellen wished all teachers a happy "National Teachers Day" and noted she appreciated all they do for the community.

Councilmember Tremolada thanked Mayor Miller for her leadership during the recent event involving a missing zebra in North Bend and congratulated Councilmember Koellen for running in the upcoming race for State Legislative District 12. He commented he shared this news with his young daughters and noted how wonderful it was to work with strong women leaders.

Councilmember Joselyn mentioned the \$500,000 grant for sidewalk gaps approved earlier this evening and thanked City Staff for securing this grant and all past grants which enhance the quality of life for community members. He concluded by commenting on the recently installed zebra crossing signs at South Fork.

Councilmember Rustik commented on the missing zebra and mentioned the upcoming sunny weather and encouraged all to exercise caution when recreating near the river.

Councilmember Elwood echoed Councilmember Tremolada's thoughts on Mayor Miller's leadership and congratulated Councilmember Koellen on her run for State Representative for District 12. Additionally, he commended staff for all grant funding they secured for various projects and thanked IT Manager Phil Davenport, Human Resources Manager Erin Mitchell and Communications Manager Bre Keveren for all of their efforts in ensuring a seamless online component to the City Council meetings.

Councilmember Gothelf commented on the missing zebra story making national news and concurred with Ms. Leen on the need for a regional pool. Additionally, he discussed the longer daylight hours and encouraged all to exercise caution when traveling in areas where children were at play.

City Administrator Miller commented on a humorous phone call he received from the City Manager of North Bend, Oregon regarding the missing zebra and thanked staff for their efforts in upgrading audio/visual in the Council Chambers to enhance the online user experience for meetings.

Mayor Miller spoke regarding the following items:

- Sip, Suds & Si – Saturday, May 18th 6 – 9 p.m. @ Downtown
- Missing Zebra's Successful Capture and Return to Owner
- Happy Mother's Day

EXECUTIVE SESSION:

Mayor Miller recessed the regular meeting for an Executive Session at 7:40 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i). No action was anticipated as a result of the Executive Session, which was expected to last fifteen minutes and videotaping of the meeting ceased.

The regular meeting reconvened at 7:55 p.m.

ADJOURNMENT:

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

The meeting adjourned at 7:55 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: May 21, 2024	AB24-049
Motion Authorizing Purchase Order for Variable Message Board Sign as Approved through the Decision Card Process	Department/Committee/Individual	
Cost Impact: \$27,115.71 including sales tax	Mayor Mary Miller	
Fund Source: General Fund	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: Purchase Order #2024-04		
SUMMARY STATEMENT:		
A variable message board sign is another communication method to alert the general public of upcoming road closures, City events, and to provide emergency notifications. In the past, the City rented a variable message board sign for 3 to 5 weeks per year at a cost of approximately \$500/week. If purchased, then this device can be used much more frequently, and staff also added a radar speed monitor which can be used depending on the need.		
One of the City's mission statements includes "Delivery of Basic Quality Services". Not everybody obtains their news from social media, blogs, local tv, thus a variable message board sign will provide real time short information bursts to drivers and pedestrians entering the City. The variable message board sign can be strategically moved around the City depending upon the need.		
At the March 26, 2024 Council Workstudy, the City Council reviewed decision cards prepared by staff and were fine with moving forward with the purchase of a variable message board sign.		
City staff recommends moving forward with this purchase order for a variable message board sign.		
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 April 30, 2024 and it was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB24-049, authorizing purchase order for variable message board sign as approved through the decision card process, in an amount not to exceed \$27,115.71 including sales tax.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 21, 2024		



PURCHASE ORDER

CITY OF NORTH BEND
 920 SE Cedar Falls Way
 NORTH BEND, WA 98045
 (425) 888-1211

TO:
National Barricade Co, LLC
6518 Ravenna Ave NE
Seattle, WA 98115-7041
1-800-884-4045

SHIP TO:
City of North Bend
 Attn: Jason Baxter
 920 SE Cedar Falls Way
 North Bend, WA 98045
 (425) 888-7656

P.O. NUMBER:
No. 2024-04
[The P.O. number must appear on all related correspondence, shipping papers, and invoices]

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
4/4/2024	Jason Baxter			Net 30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		Variable Message Board Small Full-matrix 92"x54" STI #MB2-LR-1548	\$19,595.00	\$19,595.00
including		Options: 160W solar; 45amp on-board charger, 4-battery hold down, mega		
including		Tech touch screen control; w/lifetime modem & GPS; 2-5/16" Ball/3";		
Including		4-Swivel Leveling jacks; 1-tongue Jack w/wheel		
1		Vandal-proof Battery Box Assembly	\$359.00	\$359.00
1		Radar Speed Monitor (MPH) & Data Collection	\$1,500.00	\$1,500.00
List three bids, sole source explanation, or contract information (If required):				
		Click here to enter text.		Enter Bid
		Click here to enter text.		Enter Bid
		Click here to enter text.		Enter Bid

SUBTOTAL	\$21,454.00
SHIPPING & HANDLING	\$3,400.00
SALES TAX 9.1%	2,261.71
OTHER	
TOTAL	\$27,115.71

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence and invoices to:
 City of North Bend
 920 SE Cedar Falls Way
 North Bend, WA 98045
 425-888-1211
 425-831-6200

City of North Bend Authorized Signature

4/4/2024

The following terms and conditions are applicable to all purchase orders issued to a Vendor and entered into by and between the City of North Bend, Washington, referred to as City, and Vendor which are included by reference herein.

1. **Acceptance:** Vendor's acceptance of this order will be presumed unless Vendor acknowledges exception, in writing, to the City within ten (10) calendar days after the date of order.
2. **Anti-Discrimination:** Vendors doing business with the City are prohibited from discriminating against any employee, applicant for employment, or client because of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental or physical handicap.
3. **Assignment:** Vendor cannot assign or subcontract any part of this order without prior written consent of City.
4. **Compliance with Laws:** Vendor shall comply with all applicable federal, state, and City regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.
5. **Default:** In the event of default by the Vendor, the City may procure the goods or services covered by the purchase order from other sources and hold the Vendor responsible for any excess costs and may seek other remedies under law or equity.
6. **Deliveries:** Deliveries are to be made during hours 8:00 a.m. to 4:30 p.m. Monday through Thursday, and 8:00 a.m. to Noon on Friday, excluding holidays, unless otherwise stipulated. Vendor shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Vendor of any add-on redelivery, storage, or handling charges.
7. **Excusable Delays:** The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the City and is due to causes beyond the control of the Vendor. The Vendor must provide the City with prompt notification of such delays and the reason for same on or before the time set for performance.
8. **Indemnification:** To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers, from and against any and all claims, injuries, damages, losses, suits or liability, (including but not limited to attorney fees and costs of litigation), relating to, arising out of or in connection with the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents, subcontractors or assignees in performance of and pursuant to the terms of the purchase order. Should a court of competent jurisdiction determine that this purchase order 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 Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor'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 purchase order.
9. **Independent Contractor:** The Vendor shall be and act as an independent contractor, and under no circumstances shall this purchase order be construed as one of agency, partnership, joint venture or employment between the Parties.
10. **Insurance:** If the Vendor is required to go on City property to perform work or services, the Vendor shall assume full responsibility and incur expense to obtain all necessary insurance as required by the City. The Vendor must have secured, maintained and provide the required amount of \$1,000,000 General Liability and \$500,000 Automobile Liability limits and must list the City as an additional insured. The Vendor must have Worker's Compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City Administrator.
11. **Invoice:** Vendor must provide to the City an original invoice in duplicate to the Finance Department. The invoice shall contain the invoice number, item descriptions, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. If invoices subject to cash discount are not mailed on the date of shipment, discount period will be calculated from the date the invoice is received.
12. **Jurisdiction:** This purchase order shall be governed, construed and interpreted by, through and under the laws of the State of Washington.
13. **Liability-copyright/patent/trademark:** Vendor shall save and hold harmless the City, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the City or used in the performance of this purchase order.
14. **Litigation Venue:** In the event of any litigation between them, the parties specifically understand and agree that venue shall take be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.
15. **Modifications/Changes:** No modifications, substitutions, and/or changes shall be binding upon the City unless approved in writing by the City through a revised purchase order.
16. **Payment:** The City shall pay to the Vendor the price or prices specified in the purchase order upon delivery of the materials, equipment, or supplies and acceptance thereof by the City, or upon completion of the work to be performed and the acceptance thereof, as specified in the purchase order.
17. **Payment Changes:** Payments will only be made to the Vendor at the address as set forth on the invoice unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.
18. **Price:** Vendor shall charge the City the lowest and best price. If prices decline before receipt of shipment, the revised prices shall govern. Otherwise, invoices shall be approved for payment only at the prices of quotations agreed upon or prevailing at the time the order was placed, unless the City is notified immediately upon receipt of the purchase order and prior to shipment or any increase in price, whereupon the City shall have the right and privilege to cancel the order.
19. **Purchase Order Number:** The purchase order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning the purchase order.
20. **Quantities:** Quantities specified in the order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.
21. **Rejections/Reimbursements:** If, within a reasonable time after delivery, the City finds the goods ordered to be defective in workmanship or material or otherwise not in conformity herewith, the City may, in addition to other rights, reject and return such goods at Vendor's expense and such goods may not be replaced by Vendor without written authorization from the City.
22. **Recurring Purchase Order:** If the purchase order is continuing in nature, the City shall pay to the Vendor after receipt of invoices for material, equipment or supplies furnished, or work completed and accepted, as herein provided. The purchase order shall remain open until the not to exceed authorized amount has been depleted.
23. **Severability:** If any part of this purchase order is found by a court to be unenforceable, the remaining provisions shall nonetheless be enforceable to the extent allowed by law.
24. **Shipping and Handling:** All invoices shall include all freight, packing and handling charges. All goods delivered and services shall be free from all liens. Vendor is required to prepay charges and list such on the invoice.
25. **Terms:** By accepting the purchase order, the Vendor agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with the City's policies and procedures.
26. **Title:** Title for goods and materials shall pass when the goods and materials are inspected and accepted by the City.
27. **Waiver:** Any waiver by the Vendor or the City of a condition in any shipment or breach of any provision of this purchase order by the other party will not be considered a waiver of any other terms of this purchase order or that condition for subsequent shipments or subsequent breach by either party or prevent either party from enforcing any such provision.
28. **Warranty:** For a minimum of one (1) year after delivery to and acceptance by the City, the Vendor warrants that the goods and services furnished hereunder shall conform to the requirements and specifications of this order and shall be of good workmanship and quality, free of all defects and fit for the purpose for which they are intended. Disclaimers of express or implied warranties and limitations of liability from or in connections with Vendor's products ordered hereby will be of no effect unless assented to in writing by City.

DELIVERY ORDER

ACCT # NBC2
Council Packet May 21, 2024

24 HR ON CALL (206) 523-4045 (800) 884-4045 FAX (206) 525.2042

NATIONAL BARRICADE CO., LLC

ESTABLISHED IN 1951

6518 RAVENNA AVENUE N.E. SEATTLE, WASHINGTON 98115-7041

E-MAIL: NABCO@BARRICADE.COM WWW.BARRICADE.COM

DELIVERY ORDER
QUOTE
DATE
09/11/23

SOLD
TO

North Bend, City of
P. O. Box 896

SHIPPED
TO

North Bend, City of
1155 E North Bend Way

North Bend WA 98402

1722

North Bend

WA 98045

ATTN:

Jason Baxter

TELEPHONE:

(425) 888-7656

DATE SHIPPED		SHIP VIA		CUSTOMER PURCHASE ORDER NO.	REQUISITION NUMBER	SALESMAN	FREIGHT	
		OUR TRUCK				Garth/gkr		
Quantity Ordered	Quantity Back Ordered	Quantity Shipped	Description			U / I	Unit Price	Amount
1			Variable Message Board, Small Full-Matrix, 92" x 54" STI #MB2-LR-1548			ea	19,595.00	19,595.00
			Standard Options: 160W Solar 45 Amp On-Board Charger					
			Secure 4-Battery Hold-Down MegaTech Touch Screen Controller w/Lifetime Service Modem & GPS					
			2-5/16" Ball/3" 4-Swivel Leveling Jacks 1-Tongue Jack w/Wheel					
1			Vandal-Proof Battery Box Assembly #OP#0170			ea	359.00	359.00
1			Radar Speed Monitor (MPH) & Data Collection #MB-9021			ea	1,500.00	1,500.00
1			Factory Shipping			ea	3,400.00	3,400.00

24,854.00

2,261.71

27,115.71

SHIPPERS REMARKS : Accounts due 30 days following billing & are past due thereafter. Customer is responsible for reasonable collection fees in the event of legal action

SHIPPED AS	RELEASED BY
RECEIVED BY	

THIS IS NOT AN INVOICE



City Council Agenda Bill

SUBJECT:	Agenda Date: May 21, 2024	AB24-050
Motion Authorizing a Revised Interlocal Agreement between the City of North Bend and the City of Snoqualmie Regarding the Governance of Meadowbrook Farm	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	X
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		

Attachments: Interlocal Agreement Regarding the Operation and Maintenance of Meadowbrook Farm

SUMMARY STATEMENT:

The Meadowbrook Farm Preserve (“Meadowbrook Farm” or “Farm”) consists of 462 acres of public property that lies partially within the cities of North Bend and Snoqualmie, owned jointly by both cities.

To address the expiration of a previous Interlocal Agreement (“ILA”) that governed the management and operation of Meadowbrook Farm that had been in place since 1996, the Cities of North Bend and Snoqualmie worked together in 2023 to develop a new ILA to set forth the terms and conditions under which Meadowbrook Farm is governed and managed by the Cities of Snoqualmie and North Bend, with a separate Agreement for Operations and Maintenance of Meadowbrook Farm with the Si View Metropolitan Park District.

On September 19, 2023, the North Bend City Council passed a motion approving AB23-110, authorizing the Mayor to execute the new Interlocal Agreement (“ILA”) between the City of North Bend and City of Snoqualmie regarding the governance of Meadowbrook Farm to include management and operations.

After the North Bend City Council action, the Snoqualmie City Council adopted a modified version of the ILA to add a City Council member from each City to the Governing Body and other minor edits. Therefore, North Bend and Snoqualmie had each adopted different versions of the Agreement that needed to be consistent for operations.

Since that time, the respective Mayors and City staff discussed how best to proceed and those discussions resulted in this updated, revised ILA. The revised ILA reconciles the differences between the “North Bend version” and the “Snoqualmie version.” The Snoqualmie City Council adopted the revised ILA via Resolution 1684 on April 8, 2024. North Bend staff recommend that the North Bend City Council adopt the revised ILA and authorize the Mayor to execute and administer the ILA, and such authorization will allow Mayor to make administrative decisions regarding Meadowbrook including grants of access, authorizing grant applications, and other matters related to management and operations consistent with the ILA.

As noted during presentation of the previous draft ILA to the North Bend City Council, the Snoqualmie Tribe expressed interest in partnering with the cities in management and use of Meadowbrook Farm, and discussion occurred in 2023 between these parties about entering into a three-party ILA. However, the cities and the Snoqualmie Tribe require additional time and discussion for consideration of the issues pertinent to a three-party ILA. To provide the legal framework for operation and management of Meadowbrook Farm at present, staff recommends that the City move forward to adopt the attached revised Interlocal Agreement between the City of North Bend and the City of Snoqualmie, while allowing the opportunity for continued discussions between the cities and the Tribe.

City Council Agenda Bill

<p>APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services, commitment to invest in the City and foster community engagement and pride, and providing a variety of recreation opportunities.</p>									
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Community & Economic Development Committee reviewed the updated ILA on March 19, 2024 (ahead of Snoqualmie Council action) and recommended it for approval on the Consent Agenda so long as the version adopted by the Snoqualmie City Council was the same as what they reviewed (which is the case).</p>									
<p>RECOMMENDED ACTION: MOTION to approve AB24-050, authorizing the Mayor to execute and administer an Interlocal Agreement between the City of North Bend and the City of Snoqualmie regarding the operation and maintenance of Meadowbrook Farm, in a form and content approved by the City Attorney, replacing the ILA for the same that was passed under a motion approving AB23-110.</p>									
<p>RECORD OF COUNCIL ACTION</p>									
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 25%;"><i>Meeting Date</i></th> <th style="text-align: left; width: 50%;"><i>Action</i></th> <th style="text-align: left; width: 25%;"><i>Vote</i></th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">May 21, 2024</td> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> </tbody> </table>	<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	May 21, 2024					
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>							
May 21, 2024									

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

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this 21st day of May 2024, by and between the City of North Bend, a Washington municipal corporation, and the City of Snoqualmie, a Washington municipal corporation (together “the Parties” or “the Cities”).

RECITALS

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

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

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

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

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

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

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

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

1. PURPOSE AND SCOPE

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

2. FARM OWNERSHIP

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

3. EXHIBITS INCORPORATED BY REFERENCE

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

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

4. USE RESTRICTIONS

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

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

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

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

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

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

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

5. DURATION AND MODIFICATION

- 5.1 **Duration**. This Agreement shall be effective on the later of May 4, 2023, or the last signature hereon and shall continue through midnight on December 31, 2034, unless otherwise modified or terminated, as provided for in Sections 5.2 and 18 respectively.
- 5.2 **Modification**. This Agreement is intended to express the entire Agreement of the Parties and may not be altered or modified in any way unless such modification is reduced to writing and agreed upon and signed by each Party.

6. MEADOWBROOK FARM GOVERNING BODY

- 6.1 **Membership**. The Meadowbrook Farm Governing Body (“Governing Body”) shall be comprised of the Mayor of the City of North Bend and the Mayor of the City of Snoqualmie and one Councilmember from each city to be designated by each city’s Council (each individually a “Member,” and collectively the “Members”), each Member to have a vote. Each Member may appoint a designee to serve in the absence or unavailability of the Member. The chair of the Governing Body shall alternate annually between the Mayor of each city, starting January 1, 2024, and beginning with the longer-serving Mayor.
- 6.2 **Voting**. Each Member shall have an equal vote on all matters coming before the Governing Body for a decision. Each Member shall uniformly support decisions of the Governing Body.
- 6.3 **Responsibilities**. The Governing Body shall be responsible for the following activities:
 - 6.3.1 **Budget Adoption and Funding**. The Governing Body shall biennially review and approve a budget of estimated revenues and expenses to be incurred with respect to the operation and maintenance of the Farm and Interpretive Center (“approved budget expenses”). The biennial budget developed by the Governing Body shall not become final and binding on the Member cities until each Member’s City Council has approved it. The Member cities shall contribute one-half (1/2) of the approved budgeted expenses and if a Member does not fund its share of the annual budget by January, that Member shall relinquish voting privileges pursuant to Section 6.2 until such time as the Member approves funding of 1/2 approved budget expenses, in which case the Member’s voting privileges shall be reinstated. If the Members disagree as to the budget, or the relative contribution due from each Member, the City Councils of each Member shall appoint a

representative to meet together with the Governing Body to negotiate an agreed resolution.

6.3.2 **Operation and Maintenance Services.** The Governing Body shall consider and make appropriate provision for operation and maintenance of the Farm and all equipment and facilities located thereon, including by execution of one or more interlocal agreements and/or contracts for services with one or more Governing Body Members, non-Member governmental or nonprofit organizations, or private entities. Operation and maintenance services may include, but are not limited to, the following:

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

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

6.3.3.1 The Meadowbrook Farm Preservation Association (“MFPA”) has been and is anticipated to continue to be the primary entity delivering educational and interpretive programming of the Farm.

6.3.3.2 The Governing Body intends to enter into a Memorandum of Understanding (“MOU”) with the MFPA to provide educational, interpretive, and potentially other services as authorized by the Governing Body.

6.3.3.3 As such, that MOU will require, biennially, the MFPA to report to the Governing Body a summary of the MFPA’s activities, revenues, and expenses. The report can at that time provide, if requested by the MFPA, a budget supplement request to the Governing Body for the coming two years. The MFPA’s budget request shall be for the MFPA’s provision of docent and interpretive services to Farm guests and visitors for the coming two years (“MFPA Supplemental Funding Request”) and shall be subject to approval by a majority vote of Governing Body Members (“Approved MFPA Supplemental Funding”). Nothing in this Agreement should be interpreted to guarantee supplemental funding.

6.3.4 Additional Governing Board Responsibilities. The two City Members of the Governing Body shall make necessary arrangements for the provision of insurance, police protection, and fire protection.

7. MEADOWBROOK FARM ADVISORY BODY

7.1 Advisory Body Membership. The Meadowbrook Farm Advisory Body (“MFAB”) shall be comprised of one North Bend staff representative, one Snoqualmie staff representative, one MFPA representative, one representative of Si View Metropolitan Park District (SVMPD) or other entity providing maintenance and operations services under contract to the Cities (“Operations Contractor”), one Snoqualmie Valley Historical Society representative; one Snoqualmie Valley School District representative, one King County representative, one Mountains to Sound Greenway Trust representative, one Snoqualmie Tribe representative, and one Elk Management Group representative. To avoid any direct or potential conflict of interest, a SVMPD Commissioner shall not serve on the MFAB or the MFPA’s governing body.

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

- 7.3 Advisory Body Responsibilities. The MFAB shall be responsible for recommending and guiding updates to the Plan, for recommending Farm capital improvements, and for identifying and making recommendations concerning Farm policy and Farm use issues for the Governing Body's consideration. The MFAB shall make its recommendations to the Governing Body, and the MFAB's recommendations shall be presented prior to each Member's City Council biennial budget preparation.
- 7.4 Organization Chart. The reporting structure of the MFAB and the Governing Body are depicted in Exhibit D.

8. INDEMNIFICATION

The Parties shall indemnify one another as follows:

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

9. FINANCING

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

10. PROPERTY

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

11. NO SEPARATE LEGAL ENTITY

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

12. DISPUTE RESOLUTION

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

13. INDEPENDENT CONTRACTOR

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

14. NOTICES

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

City of North Bend:
Mary Miller, Mayor
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

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

15. PARTIAL INVALIDITY

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

16. ASSIGNABILITY

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

17. ENTIRE AGREEMENT

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

18. TERMINATION OF AGREEMENT

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

19. RECORDING

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

20. INSURANCE

Each Party shall be responsible for maintaining its own insurance.

21. GENERAL PROVISIONS

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

ACKNOWLEDGED AND AGREED TO BY:

CITY OF NORTH BEND

Mary Miller, Mayor

Signed: _____

CITY OF SNOQUALMIE

Katherine Ross

Katherine Ross, Mayor

Signed: April 8, 2024

ATTEST/AUTHENTICATED:

By: _____

North Bend City Clerk

By: _____

Deana Dean

Snoqualmie City Clerk

APPROVED AS TO FORM:

By: _____

Kendra S. Rosenberg

North Bend City Attorney

Dated: _____

By: _____

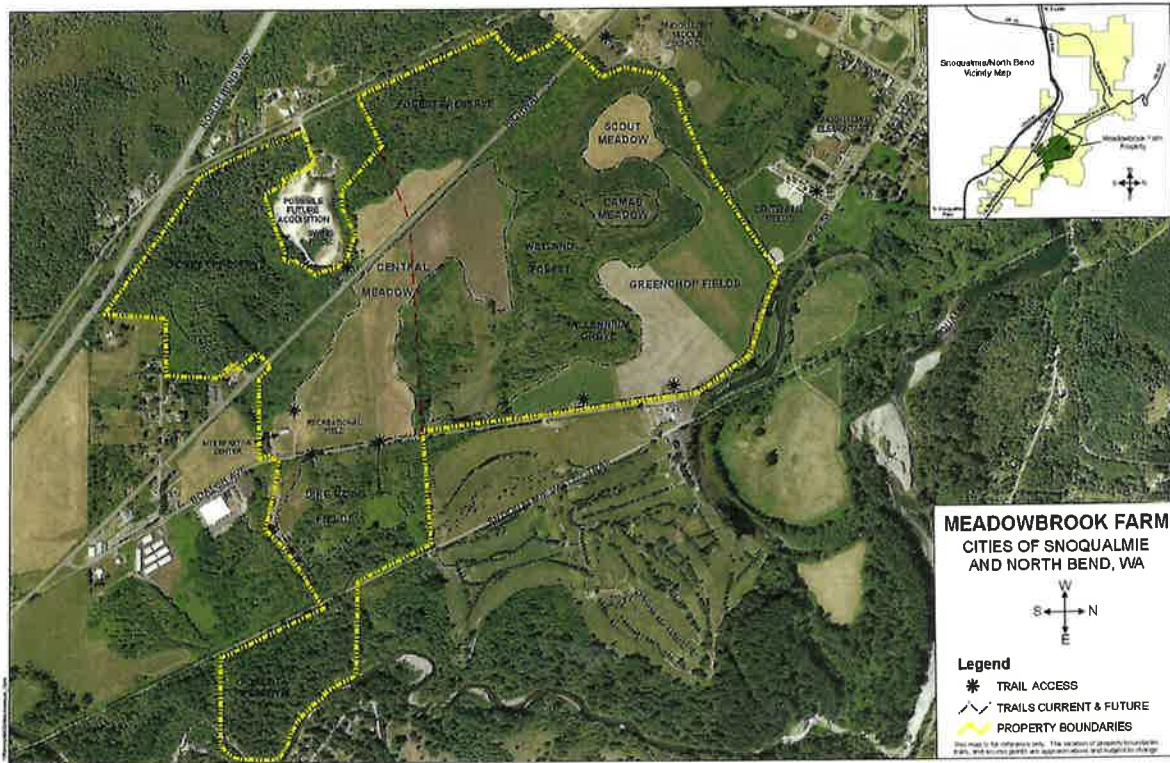
David A. Linehan

David A. Linehan

Snoqualmie City Attorney

Dated: April 8, 2024

Exhibit A – Meadowbrook Farm Boundary and Included Parcels



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

Meadowbrook Farm Parcels within the Snoqualmie City Limits:

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

Meadowbrook Farm Parcels within the North Bend City Limits:

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



King County Conservation Futures Program Manual

December 2022

EXHIBIT B-1

King County Conservation Futures

Program Manual

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Available online at: www.kingcounty.gov/CFTapplication

SECTION 1. OVERVIEW

Conservation Futures Funding Source

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

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

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

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

Policy Basis

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

Conservation Futures Goals

King County Code describes the goals of the county conservation futures tax allocations over time as follows. “In accordance with chapter 84.34 RCW, the county shall maintain, preserve, conserve, expand and otherwise continue in existence adequate open space lands, and the county shall also achieve a broad geographical distribution of conservation futures proceeds. Conservation futures proceeds shall be allocated in a manner that addresses equity and social justice by providing open spaces in communities in greatest need.” (KCC 26.12.005)

SECTION 2. ADVISORY COMMITTEE AND STAFFING

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

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

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

SECTION 3. APPLICATION TIMELINE

The typical yearly application and award timeline is as follows.

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

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

SECTION 4. ELIGIBILITY TO APPLY FOR AND RECEIVE FUNDING

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

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

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

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

SECTION 5. ELIGIBLE OPEN SPACE LANDS & PROPERTY INTERESTS

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

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

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

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

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

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

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

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

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

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

SECTION 6. EVALUATION CRITERIA

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

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

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

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

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

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

SECTION 7. ALLOWABLE USES

Adopted Policy Guidance

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

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

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

Allowable Uses

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

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

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

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

Incompatible Uses and Infrastructure

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

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

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

Compatible Infrastructure – Within the 15% Limit

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

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

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

Accommodating More Intensive Uses or Infrastructure

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

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

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

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

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

Charging Fees

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

SECTION 8. MATCH

Match Requirement

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

KCC 26.12.010E identifies allowable sources of match:

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

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

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

Match Waiver for Opportunity Area Projects

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

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

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

Method 1. Meeting Three Mapped Criteria

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

Described in code as:

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

Method 2. Qualitative Method

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

Described in code as:

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

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

⁶ Ibid, page 16



Applying for a Match Waiver/Opportunity Area Determination

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

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

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

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

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

SECTION 9. ELIGIBLE COSTS

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

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

“Disbursement requests shall be made only for:

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

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

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

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

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

SECTION 10. AWARD ADMINISTRATION

Award Agreements

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

Deed Restriction

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

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

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

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

Reimbursement

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

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

Retroactivity for Prior Costs

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

Scope Changes

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

Opportunities for Additional Funding

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

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

Project Completion

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

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

Property Transfer

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

Conversions/Change in Use

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

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

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

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

SECTION 11. CONTACT INFORMATION

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



WWRP Project Agreement

Outdoor Recreation Account

Project Sponsor: North Bend, City of
Project Title: Meadowbrook Farm

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

Purpose of Agreement

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

Description of Project

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

Terms of Agreement

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

Project Funding

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

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

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

Compliance with Applicable Statutes, Rules, and IAC Policies

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

Entire Agreement

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

Notices

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

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

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

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

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

State of Washington
Interagency Committee for
Outdoor Recreation

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

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

Project Sponsor

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

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

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

PARCEL 1:

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

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 4;
THENCE SOUTH 88° 56' 06" EAST ALONG THE NORTHERLY LINE OF THE PLAT OF MEADOW BROOK TRACTS 1.093.11 FEET TO THE EASTERLY LINE OF A COUNTY RIGHT-OF-WAY (MEADOWBROOK - NORTH BEND ROAD S.E.). AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4833817;
THENCE NORTH 30° 24' 10" WEST ALONG SAID RIGHT-OF-WAY 338.36 FEET TO A POINT OF CURVE;
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 497.09 FEET THROUGH AN ARC OF 186.40 FEET TO A POINT OF TANGENCY ON SAID RIGHT-OF-WAY LINE;
THENCE NORTH 08° 55' 03" WEST 1.492.16 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 08° 55' 03" EAST ALONG SAID EASTERNLY LINE 1.447.16 FEET TO THE NORTHERLY LINE OF THE CAMPBELL AND SMITH TRACT AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 7205030335;
THENCE ALONG SAID NORTHERLY LINE THROUGH THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 87° 38' 01" EAST 220.00 FEET;
THENCE SOUTH 78° 48' 13" EAST 437.69 FEET TO THE THREAD OF GARDNER CREEK;
THENCE NORTHEASTERLY ALONG SAID THREAD TO THE SOUTHWESTERLY LINE OF MILWAUKEE RAILROAD RIGHT-OF-WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 693364;
THENCE NORTH 25° 40' 30" WEST ALONG SAID SOUTHWESTERLY LINE TO A POINT WHICH BEARS NORTH 86° 10' 30" EAST FROM THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 86° 10' 30" WEST 1.035.54 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THE NORTH 862.00 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF;

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

9312020903

PARCEL 2:

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

BEGINNING AT THE CENTER OF SAID SECTION 4;
THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4 TO THE EASTERNLY LINE OF THE MILWAUKEE RAILROAD RIGHT-OF-WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 693364 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 25° 40' 30" WEST ALONG SAID RIGHT-OF-WAY TO THE SOUTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION;
THENCE EASTERLY ALONG THE SOUTH LINE OF GOVERNMENT LOT 3 AND 2 OF SAID SECTION TO THE WEST BANK OF THE SOUTH FORK OF THE SNOQUALMIE RIVER;
THENCE SOUTHERLY ALONG SAID WEST BANK TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4;
THENCE WEST ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING;

EXHIBIT C-3

9312020903

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

9401313166

PARCEL 1:

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

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 32;
 THENCE NORTH 89°45'19" EAST ALONG THE SECTION LINE 2,126.20 FEET TO THE EASTERLY LINE OF THE 100 FOOT NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY (PUGET SOUND RAILWAY HISTORICAL ASSOCIATION, INC.) AS CONVEYED BY DEED NO. 12136 AND CHANGED TO 100 FEET BY RECORDING NO. 796133 AND THE TRUE POINT OF BEGINNING;
 THENCE NORTH 25°30'30" WEST ALONG SAID RIGHT-OF-WAY 440.10 FEET TO THE MOST SOUTHERLY CORNER OF A TRACT OF LAND DEEDED TO C. BEADON HALL BY DEED RECORDED UNDER RECORDING NO. 5013383;
 THENCE NORTH 44°31'00" EAST ALONG THE SOUTHEASTERLY LINE OF SAID DEEDED TRACT 538.23 FEET TO THE WESTERLY LINE OF A STATE HIGHWAY RIGHT-OF-WAY, THE NEW SUNSET HIGHWAY (S.E. SNOQUALMIE NORTH BEND RD.);
 THENCE SOUTH 44°09'00" EAST ALONG SAID WESTERLY LINE A DISTANCE OF 4,639.17 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4;
 THENCE NORTH 88°56'06" WEST ALONG SAID SOUTHERLY LINE 195.13 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 4. SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 IN BLOCK 4 OF MEADOWBROOK TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING COUNTY;
 THENCE SOUTH 03°12'11" WEST 609.82 FEET TO THE NORTHERLY LINE OF A COUNTY RIGHT OF WAY (S.E. 160TH STREET), AS DEDICATED ON SAID PLAT AND THE SOUTHEAST CORNER OF LOT 5 IN BLOCK 4 OF SAID PLAT;
 THENCE NORTH 89°36'27" WEST ALONG SAID RIGHT-OF-WAY 682.00 FEET; THENCE SOUTH 03°12'11" WEST 60.07 FEET;
 THENCE SOUTH 89°36'27" EAST 127.00 FEET;
 THENCE SOUTH 03°12'11" WEST 546.46 FEET TO AN INTERSECTION OF THE EAST LINE OF LOT 10 IN BLOCK 3 OF SAID PLAT WITH THE NORTHERLY LINE OF A STATE HIGHWAY RIGHT-OF-WAY;
 THENCE ALONG A RIGHT-OF-WAY CURVE TO THE LEFT WITH A RADIUS OF 5,830.00 FEET THROUGH AN ARC OF 437.67 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 59°05'50" WEST 946.61 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;
 THENCE ALONG A RIGHT-OF-WAY CURVE TO THE RIGHT WITH A RADIUS OF 2,814.93 FEET THROUGH AN ARC OF 498.14 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 25°30'30" WEST 147.60 FEET TO THE MOST SOUTHERLY CORNER OF A TRACT OF LAND DEEDED TO A.J. MOFFAT AND FRANCES MOFFAT BY DEED RECORDED UNDER RECORDING NO. 2355514;
 THENCE NORTH 09°39'45" WEST ALONG THE BOUNDARY LINE OF SAID DEEDED TRACT 53.55 FEET;
 THENCE NORTH 17°30'45" EAST 97.23 FEET;
 THENCE NORTH 31°19' EAST 254.81 FEET;
 THENCE SOUTH 59°20' EAST 177.12 FEET;
 THENCE NORTH 77°37'30" EAST 184.00 FEET;
 THENCE NORTH 64°39'30" EAST 98.00 FEET;
 THENCE NORTH 75°52'30" EAST 102.00 FEET;
 THENCE NORTH 65°16'15" EAST 228.00 FEET;
 THENCE SOUTH 76°53'45" EAST 80.00 FEET;
 THENCE NORTH 22°06'15" EAST 75.00 FEET;

9401313166

THENCE NORTH 12°35' WEST 42.00 FEET;
 THENCE NORTH 24°57'15" EAST 70.00 FEET;
 THENCE NORTH 57°43' EAST 59.00 FEET;
 THENCE NORTH 29°58' EAST 122.00 FEET;
 THENCE NORTH 19°15' WEST 314.00 FEET;
 THENCE NORTH 72°10'18" WEST 321.69 FEET;
 THENCE SOUTH 60°29'30" WEST 256.00 FEET;
 THENCE SOUTH 84°33' WEST 197.57 FEET TO THE MOST EASTERLY CORNER OF A TRACT OF LAND DEEDED TO W.E. MENOLD AND CLELLA MENOLD BY DEED RECORDED UNDER RECORDING NO. 4320334;
 THENCE ALONG THE NORTHERLY LINES OF SAID MENOLD TRACT NORTH 45°16' WEST 607.60 FEET;
 THENCE SOUTH 64°29'30" WEST 492.88 FEET TO EASTERLY LINE OF SAID NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;
 THENCE NORTH 25°30'30" WEST ALONG SAID RIGHT-OF-WAY 252.44 FEET;
 THENCE NORTH 00°48'57" EAST 112.75 FEET;
 THENCE NORTH 25°30'30" WEST 1,153.29 FEET;
 THENCE SOUTH 89°45'19" WEST 55.29 FEET TO THE TRUE POINT OF BEGINNING;
 EXCEPT THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:
 BEGINNING THE WEST 1/4 CORNER OF SAID SECTION 4;
 THENCE SOUTH 88°56'06" EAST ALONG SAID SOUTH LINE 196.13 FEET TO THE WESTERLY MARGIN OF NEW SUNSET HIGHWAY AND THE POINT OF BEGINNING;
 THENCE NORTH 44°09'00" WEST 251.17 FEET TO THE NORTHERLY LINE OF THOSE TRACTS DESCRIBED UNDER RECORDING NOS. 7311290246 AND 7810180500, SAID POINT ALSO BEING A POINT OF CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 45°31'00" WEST 25.00 FEET;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 37.29 FEET;
 THENCE SOUTH 45°31'00" WEST 183.00 FEET;
 THENCE SOUTH 44°09'00" EAST 204.64 FEET;
 THENCE NORTH 51°41'10" EAST 153.25 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SUBDIVISION;
 THENCE SOUTH 88°56'06" EAST ALONG SAID SOUTH LINE TO THE WESTERLY MARGIN OF NEW SUNSET HIGHWAY AND THE POINT OF BEGINNING;
 AND EXCEPT THAT PORTION THEREOF FOR STATE HIGHWAY NO. 2, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 6083501;
 SITUATE IN THE TOWN OF SNOQUALMIE, CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL 2:

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

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

9401313166

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

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

PARCEL 3:

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

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 4;
 THENCE SOUTH 38°58'06" EAST ALONG THE NORTHERLY LINE OF THE PLAT OF MEADOWBROOK TRACTS 1,093.11 FEET TO THE EASTERLY LINE OF A COUNTY RIGHT-OF-WAY (MEADOWBROOK - NORTH BEND ROAD S.E.), AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4833817;
 THENCE NORTH 30°24'10" WEST ALONG SAID RIGHT-OF-WAY 338.36 FEET TO A POINT OF

CURVE:

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

THENCE NORTH 08°55'03" WEST 1,492.16 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

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

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

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

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

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

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

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

Except for:

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

9401313166

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

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 4;
THENCE SOUTH 88° 53' 06" EAST ALONG THE NORTHERLY LINE OF MEADOWBROOK TRACTS AS
PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING COUNTY
311.83 FEET TO THE EASTERLY LINE OF A STATE HIGHWAY RIGHT OF WAY (S.E.
SNOQUALMIE-NORTH BEND ROAD), AS CONVEYED BY DEED RECORDED UNDER RECORDING NO.
1837675;
THENCE NORTH 44 DEGREES 09 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY
2.552.78 FEET TO A POINT WHICH BEARS SOUTH 87 DEGREES 11 MINUTES 28 SECONDS
WEST 784.42 FEET FROM THE NORTHWEST CORNER OF A TRACT CONVEYED TO THE CATHOLIC
ARCHBISHOP BY DEED RECORDED UNDER RECORDING NO. 6278995 AND RECONVEYED BACK TO
SNOQUALMIE VALLEY LAND CO. BY DEED RECORDED UNDER RECORDING NO. 8207010625.
SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE NORTH 87 DEGREES 11 MINUTES 28 SECONDS EAST ALONG THE NORTHERLY LINE OF
SAID TRACT AND ITS WESTERLY PROLONGATION 2.035.22 FEET TO THE WEST MARGIN OF
MEADOWBROOK-NORTH BEND ROAD S.E. AS CONVEYED BY DEED RECORDED UNDER RECORDING
NO. 4833817;
THENCE SOUTH 08 DEGREES 53 MINUTES 03 SECONDS EAST ALONG SAID MARGIN 1.485
FEET, MORE OR LESS, TO THE THREAD OF GARDNER CREEK;
THENCE WESTERLY ALONG THE THREAD OF GARDNER CREEK TO THE EASTERLY MARGIN OF
SAID STATE HIGHWAY RIGHT OF WAY;
THENCE NORTH 44 DEGREES 09 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY MARGIN
2.410 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

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

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WWRP - LP Project Summary

November 06, 1996

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

DESCRIPTION:

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

LOCATION:

Located between North Bend and Snoqualmie

COUNTY: King

LEG DISTRICT: 05

CONG DIST: 08

SCOPE (ELEMENTS):

Allowable land costs
Incidentals

PERMITS REQUIRED

SITE INFORMATION:

Uplands	274 acres
Wetlands	54 acres

LAND COMMENTS:

USE RESTRICTIONS:

(Blank)

CONTACT: Sara Bary
(206) 888-1211

LAST UPDATE: 11/6/96



WWRP - LP Project Summary

November 12, 1996

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

DESCRIPTION:

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

LOCATION:

Located between North Bend and Snoqualmie

COUNTY: King

LEG DISTRICT: 05

CONG DIST: 08

SCOPE (ELEMENTS):

Allowable land costs
Incidentals

PERMITS REQUIRED

SITE INFORMATION:

Uplands	274 acres
Wetlands	54 acres

LAND COMMENTS:

USE RESTRICTIONS:

(Blank)

CONTACT: Sara Bary
(206) 888-1211

LAST UPDATE: 11/ 6/96



Milestone Report by Project

November 12, 1996

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

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

EXHIBIT C-12



Eligible Reimbursement Activities Report

Project Sponsor North Bend, City of
Project Title Meadowbrook Farm

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

Acquisition Project:

Items

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

INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION

Agency Name
Interagency Committee for Outdoor Recreation
P.O. Box 40917
Olympia, WA 98504-0917

Sponsor	
North Bend, City of P.O. Box 896 North Bend	WA 98045

IRM A-19 State of Washington
INVOICE VOUCHER

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

BY _____

(TITLE) (DATE)

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

For IAC Use ONLY

Donation Bank _____
This invoice approved for payment

Agreement			Expenditures This Billing				
Sponsor:	%	\$4,134,000.00	Sponsor:				
IAC Federal:			IAC Federal:				
IAC: WWRP - LP	%	\$500,000.00	IAC:				
IAC:	%		IAC:				
Agreement Total:	%		Invoice Total:				
Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Invoice Number
	070	A28	92201	NZ	0720		
				NZ	0720		
				NZ	0720		
				NZ	0720		

Project Manager/Date	Release Final Pmt []	Accounting/Date
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EXHIBIT C-14



ATTACHMENT C

PROJECT AGREEMENT GENERAL PROVISIONS

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Section 1: Headings, Definitions, and Description of Agreement

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

(B) Definitions

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

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

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

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

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

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

Director - The director of the Interagency Committee for Outdoor Recreation

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

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

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

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

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

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

Section 2: Performance by Project Sponsor

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

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

Section 3: Restriction on Assignment

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

Section 4: Responsibility for Project

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

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

Section 5: Sponsor Not Employee of the Agency

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

Section 6: Compliance with Applicable Law

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

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

Section 7: Conflict of Interest Prohibited

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

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

Section 8: Requirements of the National Park Service

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

Section 9: Acknowledgements and Signs

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

Section 10: Project Funding

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

Section 11: Project Reimbursements

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

Section 12: Non-availability of Funds

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

Section 13: Records and Reports

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

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

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

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

Section 14: Authority to Inspect/Right of Entry

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

Section 15: Provisions Applying to Acquisition Projects

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

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

Section 16: Provisions Applying to Development Projects

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

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

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

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

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

Section 17: Hazardous Substances

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

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

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

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

Section 18: **Restriction on Conversion of Facility to Other Uses**

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

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

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

Section 19: Use and Maintenance of Assisted Projects

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

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

Section 20: User Fees and Charges

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

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

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

Section 21: Provisions Related to Nonprofit Project Sponsors

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

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

Section 22:**Liability Insurance Requirements for Firearm Range Project Sponsors**

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

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

Section 23:**No Waiver by IAC/Remedies**

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

Section 24:**Application Representations -- Misrepresentation or Inaccuracy a Breach**

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

Section 25: Indemnity

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

Section 26: Termination and Other Remedies.

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

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

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

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

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

Section 27: Disputes

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

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

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

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

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

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

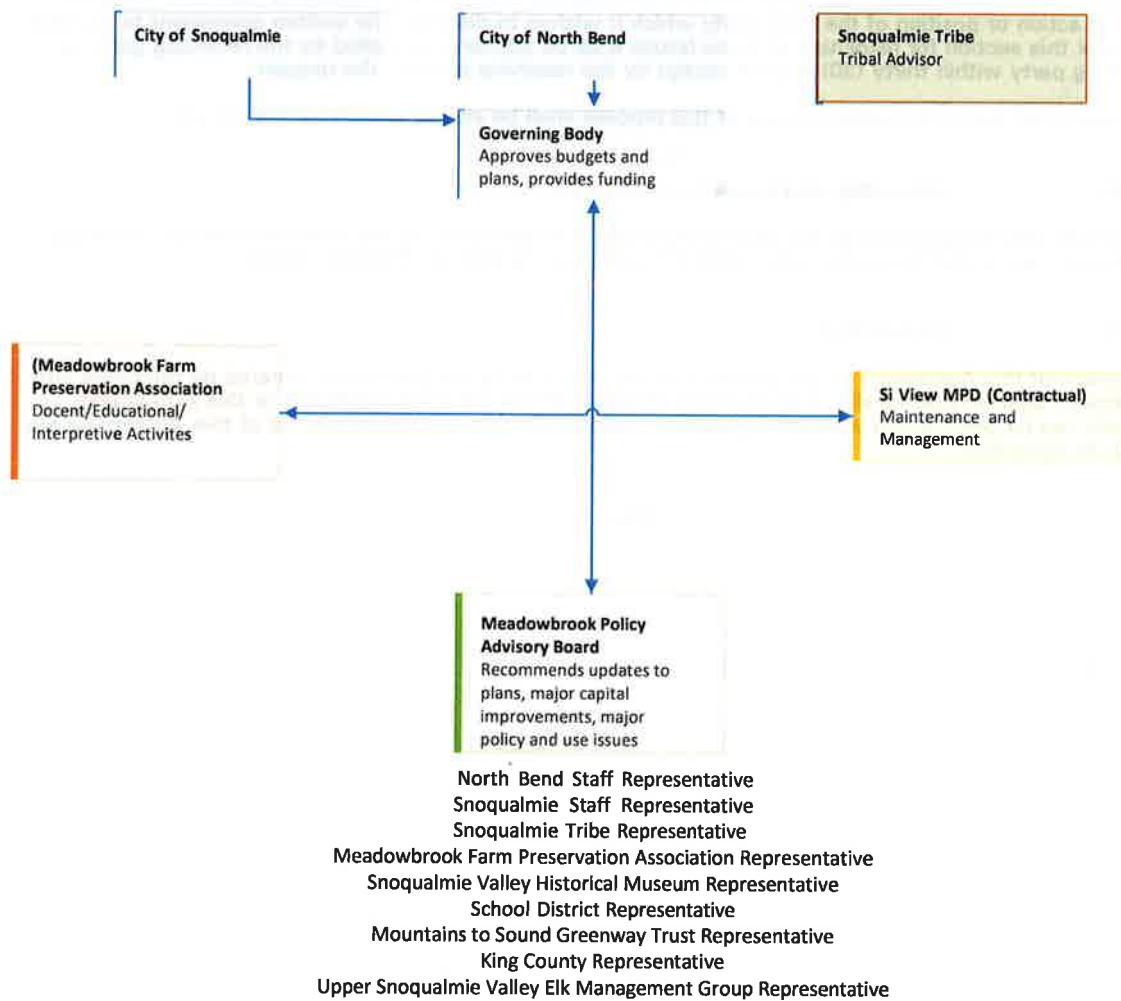
Section 28: Governing Law/Venue

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

Section 29: Severability

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

-- END --



ILA NB and Snoqualmie - Meadowbrook Farm Operations and Maintenance

Final Audit Report

2024-05-08

Created:	2024-05-08
By:	Deana Dean (ddean@snoqualmiewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAUsxBdDBE6OQ1wnlVTzyxPOrALLvuW107

"ILA NB and Snoqualmie - Meadowbrook Farm Operations and Maintenance" History

- 📄 Document created by Deana Dean (ddean@snoqualmiewa.gov)
2024-05-08 - 0:55:34 AM GMT
- ✉️ Document emailed to Katherine Ross (KRoss@snoqualmiewa.gov) for signature
2024-05-08 - 0:56:31 AM GMT
- 📄 Email viewed by Katherine Ross (KRoss@snoqualmiewa.gov)
2024-05-08 - 2:31:42 AM GMT
- ✍️ Document e-signed by Katherine Ross (KRoss@snoqualmiewa.gov)
Signature Date: 2024-05-08 - 2:34:51 AM GMT - Time Source: server
- ✉️ Document emailed to david@madronalaw.com for signature
2024-05-08 - 2:34:53 AM GMT
- 📄 Email viewed by david@madronalaw.com
2024-05-08 - 10:50:29 AM GMT
- ✍️ Signer david@madronalaw.com entered name at signing as David A. Linehan
2024-05-08 - 10:50:55 AM GMT
- ✍️ Document e-signed by David A. Linehan (david@madronalaw.com)
Signature Date: 2024-05-08 - 10:50:57 AM GMT - Time Source: server
- ✅ Agreement completed.
2024-05-08 - 10:50:57 AM GMT



Adobe Acrobat Sign



City Council Agenda Bill

SUBJECT:	Agenda Date: May 21, 2024	AB24-051
Motion Authorizing New Rental Agreement with Navitas Credit Corp./Peak CMS, LLC for Continued Use of the City's Existing VoIP Phone System	Department/Committee/Individual	
Cost Impact: Cost savings of \$540.00 over life of agreement.	Mayor Mary Miller	
Fund Source: Multiple funds.	City Administrator – David Miller	
Timeline: Current contract ends May 2024.	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
	Information Technology – Phillip Davenport	X
Attachments: Proposed Rental Agreement, Current Rental Agreement		

SUMMARY STATEMENT:

A Voice over Internet Protocol (VoIP) phone or IP phone enables a user to place and transmit telephone calls over an IP network, such as the Internet, instead of the traditional public switched telephone network. For the past 5 years, the City has operated its IP phone system through contracted services with Peak CMS, LLC. This phone network has proven to be a very reliable and cost-effective solution. In selecting the City's current vendor (Peak CMS) in 2019, the City performed a Request for Proposals and reviewed five (5) competitive responses. Peak CMS, LLC was by far the most competitive in both price and services offered.

The City Council authorized the City to enter into the current contract with Peak CMS in June 2019 for a 60 month term. Since entering the current contract with Peak CMS, the City has had a very reliable phone system that both the public and staff are able to easily use. This contract is scheduled to expire May 2024.

Staff is requesting authorization for the Mayor to execute a rental agreement with Navitas Credit Corporation through the Peak CMS, LLC (our vendor) for continued use of our phone equipment.

The agreement will include a 60-month term with a total cost of about \$45,430 over five (5) years. This compares favorably to the current 60-month contract with a value of \$45,840 (or a savings of about \$540.00 or 1.2%), as summarized below.

	Term	Rate	Total Cost over Lease Term
Current Lease	60 months	\$764/month	\$45,840
Proposed Lease	60 months	\$755/month	\$45,300
Difference		(\$9/month)	\$540.00

ALTERNATIVES:

The following include alternatives that were considered by staff.

Alternative #1: Do not renew the rental agreement and utilize only mobile phones.

Description: Do not renew the rental agreement and use only mobile phones for all city business.

Business Impacts: Not all staff have assigned mobile phones; Not assured that the City will be able to keep its existing Peak CMS phone numbers; Potential confusion for citizens that wish to contact City Hall; Negatively effect records retention requirements (a record of all calls and voice mail messages through the

City Council Agenda Bill

Peak CMS system are documented); Higher cost impact (\$40-\$50/mo/line for mobile vs \$14.25/mo/line for current system).

Recommendation: Do not recommend.

Alternative #2: Solicit another provider of VoIP services.

Description: Solicit VoIP services from another provider.

Business Impacts: Time and expense for soliciting another provider; In general, Cost of IT services has increased the past several years; Not assured that the City will be able to keep its existing Peak CMS phone numbers; If new numbers, potential confusion for citizens that wish to contact City Hall; May require changes to existing network infrastructure to accommodate a new VoIP provider.

Recommendation: Do not recommend.

Alternative #3: Renew contract with current provider.

Description: Renew contract with Peak CMS as proposed by staff.

Business Impacts: Staff and city residents are accustomed to the existing phone system; Staff are generally satisfied with current phone system; Relationship between staff and Peak CMS has been very positive; Cost to renew is essentially unchanged over the previous 5 year contract; Current system is functional with existing network infrastructure; Current system supports City's record retention policies.

Recommendation: Recommend renewing contract with current provider.

APPLICABLE BRAND GUIDELINES: Economic viability/balanced budget; Consistent delivery of quality basic services.

COMMITTEE REVIEW AND RECOMMENDATION: The Finance and Administration Committee reviewed this agreement at its meeting on May 14, 2024, and recommended approval and placement on the Consent Agenda at the May 21, 2024 Council meeting.

RECOMMENDED ACTION: **MOTION to approve AB24-051, authorizing the Mayor to enter into renewed 60-month contract with Peak CMS for continued VOIP phone services, in a form and content acceptable to the City Attorney, in an amount not to exceed \$755/month.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 21, 2024		

RENTAL AGREEMENT



RENTEE: City Of North Bend (hereinafter "you" or "your")	DBA:	Federal Tax ID:		
Address: 920 SE Cedar Falls Way North Bend WA 98045	City: North Bend	State: WA	Zip: 98045	Phone:
RENTOR: NAVITAS CREDIT CORP. (hereinafter referred to as "We", "Us", or "Our")	VENDOR: Peak CMS, LLC (Vendor is not an agent of Renter nor is Vendor authorized to waive or alter any terms of this Agreement)			

Equipment Description / Quantity / Serial #	Rental #:	Term in Months:
(1) Mitel Phone System One time processing fee of \$130 to be billed on the first invoice	41295268	60
Equipment Location (if different than above address) 920 SE Cedar Falls Way North Bend WA 98045	Monthly Payments (plus tax): \$755.00	Initial Amount Due: * \$0.00

*Amount exceeding 1st rental payment plus tax (if any) shall be held as Security Deposit.

TERMS AND CONDITIONS – PLEASE READ CAREFULLY BEFORE SIGNING

1. RENTAL AGREEMENT AND FEES: You want to acquire the above Equipment from your Vendor, and you have asked us to buy the Equipment and then rent it to you. This Agreement shall become effective and shall commence only after you direct us to make disbursements to your Vendor, we approve your Vendor's invoice, we sign this Agreement and we make the initial disbursement or any later date that we designate ("Commencement Date"). We may charge you a reasonable fee for documentation and investigation costs. This Rental is **NON-CANCELLABLE FOR THE ENTIRE RENTAL TERM. YOU UNDERSTAND THAT WE ARE BUYING THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS RENTAL, WITHOUT SET-OFFS, EVEN IF THE EQUIPMENT IS NOT DELIVERED, DOES NOT WORK PROPERLY OR IS DAMAGED FOR ANY REASON, INCLUDING REASONS THAT ARE NOT YOUR FAULT.** If any amount payable to us is not paid when due, you will pay us a "late charge" equal to: (i) the greater of (\$15) for each dollar overdue or (\$25.00); or (ii) the highest lawful charge, whichever is less. You agree to pay a fee of (\$50.00) if any check or ACH is dishonored or returned. We may adjust the monthly payment above to finance any taxes due at inception of the Rental or if the actual cost of the Equipment is less than 10% higher or lower than the amount that the payment was based upon. You hereby authorize us to insert or correct the Rental number, serial numbers, model numbers, signature date, and your name. The Security Deposit will not bear interest, may be commingled with our other assets, and may be applied to any amount you owe us at any time.

2. NO WARRANTY: We are renting the Equipment to you AS IS. We do not manufacture the Equipment and are not related to the Vendor. You selected the Equipment and the Vendor based on your own judgment. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You agree to settle any dispute you may have regarding performance of the Equipment directly with the manufacturer or Vendor. Navitas is not an agent or affiliate of the Vendor.

3. EQUIPMENT USE AND REPAIR: You agree to use the Equipment for business purposes only, will keep it in good working condition and not move it from its initial location without our consent. You are solely responsible for any damage or losses to the Equipment. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney's fees, related to your use or possession of the Equipment. **IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.**

4. END OF TERM: At the end of the Rental term, or any renewal term, this Agreement will automatically renew on a month to month basis, under the same terms and conditions, unless you: (i) notify us in writing of your intention to return the Equipment at least 90 days, but no sooner than 180 days, prior to the end of the Rental term, and (ii) return the Equipment to a location specified by us at your cost within 5 business days after the end of the Rental term. You agree that if you return the Equipment, it will be immediately available for use without the need of repair and that any confidential information is removed. If not, you agree to reimburse us for repair and data removal costs. You may not pay off this Rental in full and return the Equipment prior to the end of the Rental term without our consent.

5. OWNERSHIP, TITLE, UCC's and TAXES: Except for any software covered by this Rental, we are the owner of the Equipment and have title to it. You hereby authorize us to execute and file on your behalf, and at your cost, Uniform Commercial Code (UCC) financing statement(s) to show our interest in the Equipment. You will pay when due, by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. You agree that we may charge you an annual fee of \$100 to file and administer taxes paid on your behalf.

6. WAIVER OF ARTICLE 2A RIGHTS: You agree that this Rental is a "Finance Lease" as that term is defined in Article 2A of the UCC. You hereby agree to waive any and all rights and remedies granted to you by Sections 2A-507 through 2A-522 of the UCC, including the right to reject or revoke acceptance of the Equipment.

I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF RENTEE (As stated above): ACCEPTED BY RENTOR: NAVITAS CREDIT CORP., at Columbia, South Carolina

X: (signature)
Print Name & Title: (signature)

Date Signed: (signature)

Date Accepted: (signature)

UNCONDITIONAL GUARANTY:

The signer(s) below personally, jointly, severally, and unconditionally guarantee(s) that the Rentee will timely perform all payment and other obligations under this Rental Agreement and any other obligation to us. The signer(s) below also waives any notification that the Rentee is in default and consents to any extensions or modifications granted to the Lessee. In the event of default, the undersigned will immediately pay all sums due under the terms of this Rental Agreement without requiring Renter to proceed against Rentee, any other party, the Equipment, or any other agreement that the Rentee has with us. The signer(s) below consent(s) to personal jurisdiction, forum, choice of law and jury trial and transfer of venue waiver as stated in Section 12 above and agrees to pay all costs and expenses, including attorney's fees, incurred by Renter related to this guaranty. The signer(s) authorize(s) us and/or our assignee(s) to obtain credit reports to service the Rental Agreement. This guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X: (signature)
Print Name: (signature)

Date Signed: (signature)

X: (signature)
Print Name: (signature)

Date Signed: (signature)



NON-APPROPRIATION OF FUNDS ADDENDUM

This Addendum will become part of that certain Lease/Finance/Rental Agreement ("Agreement") **#41295268** dated _____, between **City Of North Bend** as Lessee/Borrower/Rentee and **Navitas Credit Corp.** as Lessor/Secured Party/Rentor.

You hereby represent and warrant to Us that as of the date of the Agreement, and throughout the Agreement Term: (a) the individual who executed the Agreement had at the time of execution of the Agreement full power and authority to execute the agreement; and that all required procedures necessary to make the Agreement legal and binding obligation of the Agreement have been followed; (b) the Equipment is essential to the immediate performance of an authorized governmental or proprietary function and shall be used during the Agreement Term by You and only to perform such function; (c) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted and unencumbered appropriation.

In the event You are not granted funds in future fiscal years for the Equipment subject to the Agreement or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to You to pay the payment and other payments due under the Agreement, and there is no other legal procedure or available funds by or with which payments can be made to Us, and the appropriation did not result from an act or omission by You, You shall have the right to return the Equipment in accordance with the terms of the Agreement and terminate the Agreement on the last day of the fiscal period for which appropriations were received. At least thirty (30) days prior to the end of Your fiscal year, Your legal counsel shall certify in writing that (a) funds have not been appropriated for the next fiscal year; (b) such non-appropriation did not result from any act or failure to act by You; and (c) You have exhausted all funds legally available for payment of rent. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature, and our electronic or original signature.

Navitas Credit Corp.

Lessor/Secured Party/Rentor:

Signature

Title

Date

City Of North Bend

Lessee/Borrower/Rentee:

X

Signature

Title

Date



info@navitascredit.com



www.navitascredit.com



Progress Payment Agreement

Lessee/Borrower/Rentee: City Of North Bend

Agreement #: 41295268

In reference to the Agreement # **41295268**, between Lessee/Borrower/Rentee and Navitas Credit Corp. as Lessor/Secured Party/Rentor:

You negotiated with your supplier, **Peak CMS, LLC ("Supplier")**, to acquire the equipment described in the Agreement (the "Agreement"). Your Supplier requires the payment of all or a substantial portion of the total cost of the equipment (the "Equipment Advance") to be paid to Supplier prior to your receipt and acceptance of the equipment. At your request, we will advance the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment when we receive an invoice acceptable to us, but only on the condition that you agree to the following terms:

To induce us to make the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment, **YOU AGREE THAT YOUR OBLIGATIONS (INCLUDING YOUR PAYMENT OBLIGATIONS) UNDER THE AGREEMENT HEREBY IMMEDIATELY COMMENCE. YOU FURTHER AGREE THAT THE AGREEMENT IS NON-CANCELABLE AND THAT YOU WILL TIMELY PERFORM ALL OF YOUR OBLIGATIONS UNDER THE AGREEMENT, INCLUDING MAKING THE MONTHLY PAYMENTS, WITHOUT ANY CLAIM OF SET-OFF, EVEN IF: (a) SOME OR ALL OF THE EQUIPMENT IS NOT DELIVERED AND/OR INSTALLED; (b) THE EQUIPMENT IS UNTIMELY DELIVERED AND/OR UNTIMELY INSTALLED; AND/OR (c) THE EQUIPMENT DOES NOT, AT THE TIME OF DELIVERY OR THEREAFTER, OPERATE PROPERLY OR THERE IS ANY OTHER NONCONFORMANCE IN THE EQUIPMENT OR IN ANY SERVICE.**

You acknowledge that you understand and agree that in the event you are not satisfied with the delivery or installation of the equipment that you shall only look to persons other than Lessor/Secured Party/Rentor such as the manufacturer, installer, or Supplier and shall not assert against Lessor/Secured Party/Rentor any claim or defense you may have with reference to the equipment, its delivery or non-delivery, or its installation. Upon your signing below, you authorize and direct us to pay the Equipment Advance to your Supplier and your promises under the Agreement will be irrevocable and unconditional in all respects and payments shall begin immediately and shall be due continuously hereafter.

A facsimile, electronic, or original copy of your signature on this Agreement bearing our original or electronic authorized signature will be treated as an original.

NAVITAS CREDIT CORP.

Lessor/Secured Party/Rentor

CITY OF NORTH BEND

Lessee/Borrower/Rentee

Signature

Signature

Title

Title

Date

Date



info@navitascredit.com



www.navitascredit.com



EQUIPMENT ACCEPTANCE AND CONTRACT ACTIVATION

COMPANY LEGAL NAME: City Of North Bend

Thank you for your business! This is the Equipment Acceptance and Contract Activation for your new lease, finance or rental agreement with Navitas Credit Corp. We would like to review a few things with you before we commence your contract and pay your vendor. For your protection, please provide us the following information:

- Please provide your Federal Tax ID Number

VENDOR AND EQUIPMENT INFORMATION:

Vendor Name: Peak CMS, LLC

Equipment being financed: (1) Mitel Phone System

Equipment Location: 920 SE Cedar Falls Way North Bend WA 98045

- Is the above Equipment Location correct?

If no, enter the Equipment Location address here:

- As per your executed Progress Payment Agreement, at your request, we will advance funds to your vendor prior to the receipt and acceptance of the equipment. Upon your authorization we will advance 100% of the transaction immediately.

- Do you authorize us to release funds to your vendor?

If you are withholding authorization, please state your reason here:

By authorizing us to release funds to your vendor, we want to emphasize that regardless of when the equipment is received, the contract begins in full and is non-cancellable. You hereby acknowledge that you have no side agreement with the vendor regarding your obligation under the contract, nor is the vendor making any payments on your behalf to us.

ACH - MONIES DUE and FUTURE PAYMENTS

If you have provided us with your ACH information in your previously signed Document Package, your Advance Monies Due per your Contract will be debited TODAY.

If you were required to, or have chosen to have ALL FUTURE payments made through ACH, the next draft from your account will be drafted next month on your due date. Please refer to the chart below for your approximate payment due date.

Funding Date	Due Date
29th-5th	1st of the Month
6th - 12th	10th of the Month
13th-22nd	15th of the Month
23rd-28th	25th of the Month

TAXES AND INVOICING

- To ensure you meet any tax obligations you may have under this contract, we will bill you taxes as required UNLESS you provide us with a valid Tax Exemption Certificate. You may send it to your Sales Representative or contact the Customer Service department at 888-978-6353. If your contract is a Finance Agreement, taxes are not applicable.
- To receive your invoice electronically, please provide your preferred email address.
- Please provide us the Accounts Payable contact name:

Accounts Payable Phone Number:

Accounts Payable Email address:

By signing below, you confirm all changes or answers provided. If applicable, you authorize Lessor/Secured Party/Rentor to make such changes to your contract. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature.

Signature

Name

Title

Date Signed



A UNITED COMMUNITY BANK COMPANY



Signature Identification Addendum

(Must be completed for All Signers)

**Please include a copy of your valid driver's license including photo and signature.
(Front and back may be required in certain states)**

The undersigned hereby certifies, represents and warrants that the undersigned individual is the same individual whose name and signature appears on the above driver's license. The undersigned acknowledges that Lessor/Secured Party/Rentor has relied upon this representation, along with other representations, in deciding to extend credit. All accompanying signed documents must match the signature as verified from the copy of the driver's license provided. This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X

Signature of Driver's License Bearer

Home or Cell Phone Number : _____



info@navitascredit.com



www.navitascredit.com


**AGREEMENT
(Pre-Fund)**

 GREATAMERICA FINANCIAL SERVICES CORPORATION
 625 FIRST STREET SE, CEDAR RAPIDS IA 52401
 PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 1458380

CUSTOMER ("YOU" OR "YOUR")FULL LEGAL NAME: **North Bend, City of**ADDRESS: **920 SE Cedar Falls Way****North Bend, WA 98045**

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Peak CMS, LLC**Kirkland, WA****FUNDING PRIOR TO COMPLETION OF DELIVERY, INSTALLATION, AND ACCEPTANCE**

By your execution of this agreement ("Agreement"), you hereby request that we pay to your Vendor 75% of the amount of your Vendor's funding amount for the projected cost of the equipment and/or software referenced herein ("Equipment") and related installation and implementation charges (the "Advance Funding Amount"), though the Equipment has not yet been delivered, installed, and/or accepted by you. We understand that your arrangement with your Vendor requires your Vendor to deliver and install the Equipment within a certain amount of time after we pay the Advance Funding Amount to your Vendor. You agree to timely make the periodic payments required by this Agreement, notwithstanding that the Equipment has not been delivered and/or installed. Once the Equipment is fully delivered and installed by your Vendor and accepted by you, your payment obligations under this Agreement shall become fully fixed and non-cancellable for the entire Agreement term; provided, however, if the Equipment is, for any reason, not fully delivered and installed by your Vendor and unconditionally accepted by you within six (6) months after the date we pay the Advance Funding Amount to your Vendor (the "Advance Funding Period"), then you shall repay to us, upon our request: (a) the Advance Funding Amount, plus (b) interest on the Advance Funding Amount in an amount equal to one percent (1%) per month from the date we paid the Advance Funding Amount to your Vendor, plus (c) any other amounts then currently due and payable under this Agreement, minus (d) a credit equal to the equipment portion of the payments actually paid by you during the Advance Funding Period. Upon our receipt of such amount in full, this Agreement shall terminate and your obligations hereunder will be deemed satisfied. You agree that any issues you may have concerning delivery, installation, implementation, and the quality or fitness of the Equipment and any related services will be resolved exclusively between you and your Vendor. Our willingness to pay the Advance Funding Amount to your Vendor is expressly conditioned upon your agreement to the terms of this paragraph, and you agree that our reliance on your promises in this paragraph is reasonable.

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

 SEE ATTACHED SCHEDULE**(53) UCCV 4.0 Licenses****(32) Mitel 6930 IP Phone****(17) Mitel 6920 IP Phone****(4) Mitel 6940 IP Phone****(3) Polycom Conf. Units****(4) Wireless Handsets****EQUIPMENT LOCATION As Stated Above**TERM IN MONTHS **60**MONTHLY PAYMENT AMOUNT **\$764.00** (*PLUS TAX)**CONTRACT**

EXCEPT AS DESCRIBED ABOVE IN "FUNDING PRIOR TO COMPLETION OF DELIVERY, INSTALLATION, AND ACCEPTANCE" THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE AND IT CANNOT BE TERMINATED BY YOU. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT BECOMES BINDING WHEN WE PAY THE ADVANCE FUNDING AMOUNT TO YOUR VENDOR.

(As Stated Above)

CUSTOMER

SIGNATURE

Kenneth Hearing, mayor 6/4/19

DATE

OWNER ("WE", "US", "OUR")

GreatAmerica Financial Services Corporation

OWNER

SIGNATURE

PRINT NAME & TITLE

 6/6/19
 DATE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the Equipment and you unconditionally agree to pay us the amounts payable under the terms of this Agreement each period by the due date. This Agreement will begin on the date the Advance Funding Amount is paid by us to your Vendor. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE. UPON YOUR ACCEPTANCE OF THE EQUIPMENT WE WILL PAY YOUR VENDOR THE BALANCE OF THE AMOUNT INVOICED FOR THE EQUIPMENT. WE ARE PAYING THE ADVANCE FUNDING AMOUNT, AND WE WILL PAY THE BALANCE OF THE AMOUNT INVOICED FOR THE EQUIPMENT AFTER YOUR ACCEPTANCE THEREOF, BASED ON YOUR UNCONDITIONAL PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

VENDOR SERVICES. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. Following our payment of the invoices provided by your Vendor, we will own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us (to the extent the Equipment was delivered to you) at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment (to the extent the Equipment was delivered to you) and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that, following your acceptance of the Equipment, this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "us", "our") and North Bend, City of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1458380 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE



NAME & TITLE Kenneth Hearing, mayor

DATE 6/4/19

OUR SIGNATURE

GreatAmerica Financial Services Corporation

SIGNATURE



PRINT NAME & TITLE

DATE 6/16/19

Amendment

This Amendment amends that certain agreement by and between GreatAmerica Financial Services Corporation ("Owner") and City of North Bend ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1458380 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

The sub-sentence in the section entitled "INSURANCE" which reads, "1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and," is hereby deleted and replaced with the following:

"1) keep the Equipment fully insured against loss at its replacement cost; and"

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

GreatAmerica Financial Services Corporation

Owner

By:



Signature

Print Name & Title

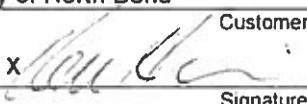
Date Accepted:

6/6/19

City of North Bend

Customer

By:



Signature

Kenneth Hearing, mayor

Print Name & Title

Date:

June 4, 2019



Installation, Service and Warranty of Equipment Agreement

This Installation, Service and Warranty of Equipment Agreement ("Agreement") is entered into by and between Communication Management Services ("CMS") and North Bend, City of ("Customer"). This Agreement covers the equipment listed on the Equipment Schedule attached hereto ("Equipment") which is to be installed at 920 SE Cedar Falls Way North Bend, WA 98045. The Estimated In-Service Date for the Equipment is: _____.

TERMS AND CONDITIONS

1. **TERM:** The term of this Agreement shall be 60 months, beginning on the date Customer signs this Agreement or such later date as is designated by CMS.
2. **CONTROLLING DOCUMENT:** This Agreement shall become effective and binding upon Customer and CMS only upon approval, acceptance and execution hereof by CMS. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions or agreements between the parties, whether oral or written. CMS is not bound by representations or inducements not set forth herein.
3. **CARE, USE AND LOCATION OF EQUIPMENT:** Customer shall not abuse the Equipment or permit it to be serviced by anyone other than CMS. Neither Customer nor Customer's agent shall connect accessories supplied by anyone other than CMS to the Equipment without CMS's written consent, which shall not be unreasonably withheld. Customer shall use the Equipment only in the manner contemplated by the manufacturer and in accordance with law. Customer shall not allow anyone other than CMS to disconnect or move the Equipment from the location noted above.
4. **RIGHT TO ACT AS AGENT AND SITE PREPARATION:** Customer agrees to provide an "agency letter" authorizing CMS to act as agent for Customer in ordering necessary services from the telephone utility company and any long distance carriers, equal access carriers and specialized carriers, whenever applicable. CMS agrees to furnish all hardware and labor for the installation of the Equipment and as may be necessary to create a functioning system. Customer agrees to (a) furnish and install all conduit, raceway or lowsmoke cable and to create all holes and wireways through concrete, plaster, metal floors, walls or ceilings which may be required for the installation of the Equipment, (b) provide all commercial AC power circuits required for the operation of the equipment, (c) pay for all electrical current necessary for the operation of the Equipment and (d) provide a suitable space for the operation of the Equipment consistent with the recommendations of the manufacturer, including, but not limited to, providing a dry and dust-free environment. CMS shall have no duty, responsibility or obligation to make any structural alterations or adjustments to the premises to install the Equipment. Customer shall provide CMS with reasonable access to the premises during CMS's working hours and shall furnish elevator service when necessary as well as heat, light, sanitary facilities, electrical power and protection of the Equipment from theft during installation. CMS is not responsible for restoring Customer's premises to its original condition upon removal or relocation of any or all of the Equipment.
5. **CUTOVER DATE AND ACCEPTANCE:** The "Estimated In-Service Date" is only an approximate date. IN NO EVENT SHALL CMS BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CAUSES BEYOND ITS REASONABLE CONTROL OR UNFORESEEN CIRCUMSTANCES CAUSING DELAYS IN DELIVERY OR INSTALLATION OF THE EQUIPMENT.
6. **TRAINING:** CMS shall provide all necessary training for Customer's personnel to properly operate the Equipment. This training will be provided by CMS at no additional cost to Customer during the term of this Agreement.
7. **WARRANTY AND SERVICE:** For the term of this Agreement, CMS warrants the Equipment against defective parts and workmanship. Upon notification of a defect, CMS shall, at CMS's discretion, either repair or replace the defective part, which is Customer's sole and exclusive remedy for a defect. During the term of this Agreement, all expenses incidental to repair, maintenance or replacement under warranty, including all labor and material, shall be borne by CMS. Replacement parts may be new or reconditioned, at CMS's option, and all replaced or replacement parts will remain the property of CMS.

Maintenance services provided under this Agreement do not include repair or service required as a result of (a) neglect, misuse or intentional damage of the Equipment, (b) alterations, additions or modifications to the Equipment performed by anyone other than CMS, (c) the failure of Customer to provide and maintain a suitable environment for the Equipment, as prescribed by CMS, including, but not limited to, proper electrical power, air conditioning and humidity control, (d) use of supplies or materials not meeting CMS specifications, (e) use of the Equipment for purposes other than those for which it was designed, (f) electrical work external to the Equipment or service in connection with Equipment relocation, reconfiguration or additions or (g) cutoff of services to Customer by the telephone utility. However, CMS will make maintenance services available to attempt to redress any of these issues in accordance with its then standard practices and price schedules.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, CMS MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT CMS BREACHES ANY WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY WILL BE FOR CMS TO MAKE ANY NECESSARY EQUIPMENT ADJUSTMENTS, REPAIRS OR PARTS REPLACEMENTS.

8. **LIMITATION OF LIABILITY:** CMS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING FROM (1) CUSTOMER'S USE OF OR INABILITY TO USE THE EQUIPMENT, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, (2) PERSONAL INJURY, LOSS OR DESTRUCTION OF OTHER PROPERTY OR (3) ROUTING OR PROGRAMMING ERRORS OR UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT. CMS SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR, ANY LICENSES REQUIRED AS A RESULT OF THE USE OF COPYRIGHTED MUSIC ON THE EQUIPMENT. ADDITIONALLY, CMS SHALL NOT BE RESPONSIBLE FOR THE PAYMENT OF ANY CHARGES OWED BY CUSTOMER TO ANY COMPANY (1) FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT OR (2) FOR MODEM LINES AND/OR LONG DISTANCE CARRIER SERVICES.
9. **INDEMNIFICATION:** Customer shall indemnify CMS against and hold CMS harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, claimed by any person, organization, association or otherwise arising out of, or relating to, the Equipment or its use, possession, operation and/or condition.
10. **SOFTWARE LICENSE:** Customer acknowledges that its interest in any software installed by CMS on the Equipment is that of a licensee and that said software is to be used solely and exclusively in and with the Equipment.

11. ASSIGNMENT, SUBCONTRACTING: This Agreement may be assigned by CMS, in whole or in part, and CMS may freely subcontract any or all of the work hereunder. Customer may not assign this Agreement, in whole or in part, without first obtaining the prior written consent of CMS. Any attempted assignment without prior written approval shall be invalid. Subject to the foregoing, this Agreement shall inure to and be binding upon the parties and their successors and assigns.

12. CONSULTANT: In the event that Customer is represented by a consultant, CMS may require that the consultant provide completed key sheets and floor plans and arrange for all necessary services with the local telephone utility and provide Customer training and directories.

13. ADDITIONAL FEATURES: Additional features of this Agreement are set forth below.

These items are covered under this Agreement:

- Repair or replacement of defective system parts
- Repair or replacement of defective telephone station parts
- Repair or replacement of defective line or handset cords
- Repair of defective OAI Telephony servers (1)
- Labor to remove and replace a covered defective part
- Labor to diagnose that a covered part is defective
- Labor for trouble-shooting
- Labor for trouble-shooting software related problems
- End user telephone station and voice mail box training
- Labor for trouble-shooting dial tone or long distance service problems (2)
- Remote maintenance
- Remote programming for moves, adds, and changes (3)
- System administration station level training (4)
- Trouble-shooting visit with a technician (5)
- Regular Service offered Monday - Friday 8:30 a.m.-5:00 p.m. (6)
- Emergency Service offered 24/7 (7)
- System moves, adds and changes offered Monday - Friday 8:00 a.m.-5:00 p.m. (8)

(1) Telephony server must be part of the telephone system and the equipment must be provided by CMS. Reinstallation of telephony software will be billed at the current technician rate.

(2) To the extent that the problem is related to the system or does not require dispatch, or if the dial tone or long distance service is provided by a CMS approved local service provider or long distance provider. If the technician is dispatched and the problem is unrelated to the system, customer will be invoiced and advised to obtain reimbursement from their local service or long distance provider.

(3) Programming changes within 30 days of installation are free.

(4) System Admin Training up to (4) hours within 30 days of installation.

(5) CMS will provide one Telco trouble-shooting visit with a CMS technician at no charge each year.

(6) Service will be performed within 5 business days from the time the problem was reported.

(7) Nights, weekends and holidays will incur an overtime charge for labor. Parts will be covered. Technicians will respond within 2 hours from the time the problem was reported.

(8) Typically, service will be performed within 5 days from the date of order.

14. MISCELLANEOUS: Titles to the paragraphs of this Agreement are solely for the convenience of the parties and do not explain, modify or interpret the provisions herein. If more than one entity is designated as "Customer" under this Agreement, the liability of each shall be joint and several. This Agreement shall not be amended or altered unless such amendment or alteration is agreed to in writing by the parties hereto. This Agreement shall be enforced subject to the laws of the state in which CMS is located. Customer expressly consents to jurisdiction and venue within said state. No delay or omission to exercise any right, power or remedy available to CMS upon any breach or default of Customer under this Agreement shall impair any such right, power or remedy of CMS, nor shall it be construed to be a waiver of any subsequent breach or default or acquiescence therein. Any waiver, consent or approval of any kind relating to this Agreement must be agreed to in writing by the parties. If any provisions of this Agreement are in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they conflict therewith, but without invalidating the remaining provisions herein.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS TWO-PAGE AGREEMENT AND ANY ATTACHMENTS HERETO.

North Bend, City of _____
 Customer Name _____
 PO Box 896 _____
 Mailing Address _____
 North Bend, WA 98045-8142 _____
 City State Zip _____
 By: _____
 Customer's Authorized Signature _____
 Kenneth Hearing, mayor _____
 Print Name & Title _____
 Date: June 4, 2019 _____

Communication Management Services _____
 12505 131st Court NE Kirkland, WA 98034 _____
 Mailing Address _____

 By: _____
 City State Zip _____
 Signature _____
 Sharm E. Redden _____
 Print Name & Title _____
 Date: 6/11/19 _____

Print Name of Sales Representative _____



City Council Agenda Bill

SUBJECT:	Agenda Date: May 21, 2019	AB19-086
A Motion Authorizing the Mayor to Execute a Lease Agreement for VoIP Phone System Equipment with GreatAmerica Financial Services Corporation/Peak CMS, LLC. and Phone Services Agreements with Peak CMS, LLC.	Department/Committee/Individual	
Cost Impact: N/A	Mayor Ken Hearing	
Fund Source:	City Administrator – Mark Rigos, PE	
Timeline: Immediate	City Attorney – Eileen Keiffer	
	City Clerk – Susie Oppedal	
	Community & Economic Development – David Miller	
	Finance – Dawn Masko	X
	Public Works – Tom Mohr, PE	
	Special Projects – Londi Lindell	

Attachments: Lease Agreement; Phone Services Agreement; Installation, Service & Warranty Agreement

SUMMARY STATEMENT:

As part of the consolidation of City services and move to the new City Hall, the City is replacing the existing PBX phone system with a Voice Over IP (VoIP) system. This new system will improve functionality and allow all City facilities to be on one phone system.

A VoIP phone or IP phone uses voice over IP technologies for placing and transmitting telephone calls over an IP network, such as the Internet, instead of the traditional public switched telephone network. The City's new City Hall facility is designed to support VoIP phone services.

A Request for Proposals (RFP) for a new City phone system was published and posted with a due date of April 25, 2019. The City received a total of five (5) competitive responses that were analyzed by City staff and IT consultants. On-site phone demonstrations were conducted with a panel of City staff along with our IT consultants. After careful review and discussion, staff is recommending executing a lease agreement with Peak CMS LLC. It is staff's opinion that Peak CMS LLC demonstrated the best overall fit to meet the needs of the City and is also the best financial choice.

Under this agreement the City will retain its current telephone numbers, but it will not own the phone equipment. The current costs with Century Link will be replaced with a monthly fee that includes a complete hosted system including all new phones. This means that the City will also not incur additional costs for maintenance of the equipment such as we do with the current system.

Currently the City spends on average \$1,725/month or \$20,700/year for local and long-distance calls and an additional \$2,000/year towards phone system hardware maintenance for a total of \$22,700 annually. If the Council were to award the contract to Peak CMS LLC, the City will be able to use existing budgeted funds for telephone communications and may even realize an annual cost savings.

Staff is requesting authorization for the Mayor to execute a lease with GreatAmerica Financial Services Corporation through the Peak CMS, LLC (our vendor) for phone equipment. The agreement will include a 60-month term with two (2) additional one-year terms, with an annual cost of approximately \$8,300. This cost will fluctuate slightly based on finalizing phone needs at the new City Hall and future additions of new phones. The proposed lease agreement including the draft pricing proposal is attached.

Additionally, staff is requesting authorization for the Mayor to enter into a contract with Peak CMS, LLC. for phone services, including local and long-distance, and an Installation, Service and Warranty of Equipment Agreement. Again, this cost for phone services will fluctuate slightly based on number of phone

City Council Agenda Bill

lines moving forward in the future but will be absorbed within our existing telephone communications budget. The service and warranty agreement is included in the cost of the phone services.

The new VoIP phone system will be operational by late June or early July 2019 in advance of the move into the new City Hall.

APPLICABLE BRAND GUIDELINES: Economic viability/balanced budget; Consistent delivery of quality basic services.

COMMITTEE REVIEW AND RECOMMENDATION: Due to the timing of the RFP and subsequent vendor demonstrations this item was not taken forward to a committee for review.

RECOMMENDED ACTION: **MOTION** to approve AB19-086, authorizing the Mayor to execute a lease for phone equipment with GreatAmerica Financial Services Corporation/Peak CMS, LLC. and an agreement for phone services for all City facilities with Peak CMS, LLC., in a form acceptable to the City Attorney.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 21, 2019	Passed	7-0



City Council Agenda Bill

SUBJECT:	Agenda Date: May 21, 2024	AB24-052
Public Hearing and Resolution Adopting the 2025-2030 6-Year Transportation Improvement Plan (TIP)	Department/Committee/Individual	
Cost Impact: Approximately \$63 Million	Mayor Mary Miller	
Fund Source: TIF, TBD, Storm, Streets, REET, Grants	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, TIP Table, TIP Narratives, TIP Map, Public Hearing Notice

SUMMARY STATEMENT:

Every year as required by Washington State law, RCW 35.77.010, each city in Washington must develop and adopt a 6-Year Transportation Improvement Plan (TIP). This program lays out a plan for improving and maintaining each respective city's transportation system encompassing streets, trails and mass transit. Associated with each project is a financial program to support the proposed improvements. The TIP is a planning tool required by State law to ensure that each city continually has available advanced plans as a guide in carrying out a coordinated transportation plan. The law requires that each city holds an annual public hearing to adopt a 6-year TIP. The adopted TIP is then sent out to adjacent local jurisdictions and utility districts to coordinate projects, as well as to the State for incorporation into the Statewide TIP (STIP).

There are several benefits derived from the annual update and adoption of a TIP. These include:

- The TIP is a management tool for city council and city staff.
- It provides valuable information to committees, commissions, citizens, developers and businesses interested in the development of the city.
- It assists in leveraging available resources through improved timing of projects and improved coordination of city projects with those of private and other public entities.
- It helps to protect a city's current infrastructure and to plan for new infrastructure.
- Many grant sources require that projects be adopted in the city's TIP prior to grant application.

The City of North Bend's ("City") 2025-2030 TIP is part of the framework for the City's Capital Investment Program (CIP). The TIP is included in the City's overarching CIP as the CIP includes parks projects, facilities projects, water projects, sanitary sewer/WWTP projects, and surface water / storm drainage projects. Essentially, the TIP is a plan to improve public transportation facilities. North Bend's TIP is a 6-year plan that identifies capital projects, their costs, and funding sources. Staff prepares the TIP and presents it to City Council each year for review and adoption.

Back in 2013, City staff assigned a project number to each transportation capital project. The 'T-xxx' numbers shown below are not project priorities, they are **tracking numbers**. Project **priority numbers** are different, as they change from year-to-year depending upon what projects were completed, what projects were removed, and changing priorities from City Council and City staff. Priority numbers are shown on the attached TIP Map and TIP Table. Below is list of projects that have been completed in recent years (I), active construction projects (II), and significant changes from last year's TIP (III).

City Council Agenda Bill

I. Substantially Completed Recent Transportation Projects (year completed) are:

- T-039: Roundabout at 436th Avenue SE / SE 136th Street intersection (2023)
- T-031: Cedar Falls Way / Stilson Avenue Sidewalk and Crosswalks (2023)
- T-050: Cedar Falls Way / Maloney Grove Ave. Crosswalk Improvements (2023)
- T-026: Alm Way Bridge Removal (2023)
- T-033: Mid-Block Crosswalk Across Maloney Grove Avenue Near Cedar Falls Plat (2023)
- T-019: Roundabout at North Bend Way / 436th Avenue SE Intersection (2022)
- T-048: Mid-Block Crosswalk across NBW for Snoqualmie Valley Trail (2022)
- T-013: 2nd Street Sidewalk and Storm Drainage Improvements (2022)
- T-007: North Bend Way C&G/Landscape South Side (2022)
- T-040: Left Turn Pocket on Park Street to Bendigo Blvd. (2022)
- T-035: Park Street Mid-Block Pedestrian Crossing at Healy Ave (2020)
- T-008: Roundabout at North Bend Way / Park Street / Downing Avenue (2020)
- T-043: Paved Walkway from Cedar Falls Way / Maloney Grove Ave Inter. to City Hall (2019)
- T-002: Re-alignment of Tanner Road Intersection with North Bend Way (2019)
- T-009: NE 12th Street Widening from Ballarat Avenue to Pickett Avenue (2018)
- T-003: Downtown Plaza at NBW and Main Avenue (2017)
- T-006: North Bend Way C&G/Landscape (Ballarat Ave to Downing Ave) North Side (2017)
- T-010: Right Turn Lane, Northbound Bendigo Blvd. at Park Street (2016)
- T-014: NW 14th Street Widening from Bendigo Blvd. to Boalch Avenue (2016)
- T-011: Cedar Falls Way Separated Walkway (2016)

II. Active Transportation Projects (in design or construction) are:

- T-045: Roundabout at SR-202 and Mt Si Blvd
- T-021A: South Fork Ave. Ext. – Bendigo to NW 8th Street Roundabout (Nintendo Bypass)
- T-021B: South Fork Avenue Levee Setback
- T-056: North Bend Way/NW 8th Street Roundabout
- T-030: NW 14th Street Widening and Reconstruction West of Bendigo (with ULID)
- T-017: Roundabout at 468th Avenue SE / Middle Fork Road Intersection
- T-061: Tanner Trail Phases 2 and 3 Construction
- T-020: Roundabout at North Bend Way / Mt Si. Road Intersection
- T-044: SR-202 Shared Use Path with Pedestrian Bridge over SF Snoqualmie River (WWTP Frontage)
- T-046: McClellan Alley Improvements and Bendigo Sidewalks

III. Significant Changes from 2024-2029 TIP to 2025-2030 TIP are:

- Updated project costs for the 5 segments of North Bend Way defined in the Complete Streets Plan. Costs increased by approximately 22 million in total for the 5 projects.
- Removed Project T-068 to underground power and communications lines on the north side of North Bend Way from the Park Street Roundabout to the entrance to Torguson Park as that is now part of project T-064 (Segment 3 of Complete Streets).
- Moved 5 current year construction projects (2024) to the completed section as the TIP is a forward looking document for 2025-2030.
- Moved Project T-017: Roundabout at 468th Ave SE/Middle Fork Road Intersection up in priority at the request of TPW committee.

Two new projects that are not shown the current TIP draft, but will be added prior to adopting the TIP on 6/18/24 are:

City Council Agenda Bill

<ol style="list-style-type: none"> 1. Pedestrian level bollard lighting along Tanner Trail from Downtown to the North Bend Way/Cedar Falls Way Roundabout with an estimated cost of \$150,000. 2. City wide intersection lighting study followed by prioritized projects that will improve lighting at identified intersections. This project will have a placeholder of \$1,000,000.

Before the new 6-year TIP is adopted by City Council, which is scheduled for June 18, 2024, a public hearing will be held on May 21, 2024 and remain open to solicit public input on this year's TIP.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.
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COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on April 30, 2024 and recommended approval and placement on the Main Agenda for discussion.
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RECOMMENDED ACTION: MOTION to approve AB24-052, a resolution adopting the 6-Year Transportation Improvement Plan 2025 – 2030, as a first reading, and continuing the public hearing until the June 18, 2024 City Council Meeting.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 21, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING THE 2025-2030 6-YEAR TRANSPORTATION IMPROVEMENT PLAN

WHEREAS, State Law (RCW 35.77.010) requires that the City adopt and annually update a 6-Year Transportation Improvement Plan (TIP); and

WHEREAS, RCW 35.77.010 also requires that a public hearing be held prior to the adoption or update of the TIP, and requires that the adopted TIP be filed with the Washington State Department of Transportation; and

WHEREAS, on May 21, 2024, the City Council held a public hearing on the proposed 2025-2030 TIP;

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

Section 1. The City Council does hereby approve the 2025-2030 6-Year Transportation Improvement Program, a copy of which is attached hereto and incorporated herein by this reference.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF
JUNE, 2024.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

Council Packet May 21, 2024

City of North Bend 6-Year Transportation Improvement Plan (TIP) 2025-2030 DRAFT

Estimated Costs for 2025-2030 TIP

Completed Projects thru 2024 or Removed Projects		
NA	2024	Overhead to Underground of Power/Communications from Park Street Roundabout to Entrances to Torguson Park(s) - included with T-066
T-059	2024	North Bend Way Bridge 2' and 4' Deck Replacement
T-057	2024	SE 140th Street Sidewalk on North Side (North Bend Way to Tanner Falls Frontage)
T-053	2024	CFW/ South Side Sidewalk (Mainland View Blvd SE to Mt Tenerife Dr SE)
T-047	2024	North Bend Way Rechanneization between SVT and Tanner Road
T-032	2024	Orchard Drive Sidewalk between Meadow Dr and Riverside Dr on South Side
T-033	2023	Mid-Block Crosswalk across Maloney Grove Avenue near Cedar Falls Plat entrance
T-054	2023	Old St View to New St View Pedestrian Connection
T-050	2023	Cedar Falls Way/Maloney Grove Avenue Crosswalks
T-031	2023	Mid-Block Crosswalk across Cedar Falls Way near Stilson Ave. and Stilson Ave Sidewalk to Opstad Elementary School
T-026	2023	Alm Way Bridge Removal
T-039	2023	Roundabout at 436th Avenue SE / 138th Street Intersection
T-048	2022	Mid-Block Crosswalk across North Bend Way for Sno Valley Trail near Tanner Road
T-019	2022	Roundabout at North Bend Way/ 436th Avenue SE Intersection
T-013	2022	2nd St Sidewalk and Storm Drain Improvements (Ballarat Avenue to Bendigo Blvd)
T-007	2022	North Bend Way CGGandscape (Ballarat to Downing) South Side
T-040	2022	Left Turn Pocket on Park St to Bendigo Blvd. and Traffic Signal Re-calibration
T-035	2020	Park Street Pedestrian Crossing at Healy
T-016	2023	Roundabout at Bendigo Blvd/4th Street Intersection
T-029	2020	Pickett Avenue Extension
T-018	2019	SW Mount St Blvd Reconstruction with concrete
T-035	2018	NBW 4' Travel Lanes & Planter Median between CF RAB and Park St RAB
T-008	2019	Roundabout at North Bend Way/ Park Street/ Downing Avenue intersection
T-002	2019	Tanner Road Realignment with North Bend Way (Developer Project)
T-037	2019	Vollon Alley Improvements
T-043	2019	Cedar Falls Way Separated Walkway between Maloney Grove Ave and City Hall
T-009	2018	NE 12th Street Widening (Ballarat to Pickett)
T-003	2017	Downtown Plaza (NBW and Main Avenue)
T-006	2017	North Bend Way curb, gutter, sidewalk, landscape (Ballarat Ave to Downing Ave) north side only
T-010	2016	Right Turn Lane from Bendigo Blvd onto Park Street
T-014	2016	NW 14th Street Widening from Bendigo Blvd to Stolich Ave NW
T-011	2016	Cedar Falls Way Separated Walkway

City of North Bend

6-Year Transportation Improvement Plan (TIP) for 2025-2030

Project Narratives

TIP Priority Number is same as Item Number
Capital Project # has a T-#
(Updated 5/7/2024)

- 1. T-045: Roundabout at SR-202 and Mt Si Blvd** – Replace signalized intersection with roundabout and ADA compliant ramps and walkways; improved crosswalks, installation of landscaped center island and medians and improve the walkability and bicycle access for increased access to local businesses and outlet mall.
- 2. T-044: SR 202 Shared Use Path with Pedestrian Bridge over SF Snoqualmie (WWTP Frontage):** To provide screening for the WWTP with new curb and gutter, sidewalk, and landscaping from NE 4th Street to SR202 bridge near WWTP. Work shall also include installation of pedestrian bridge over South Fork of Snoqualmie River adjacent to the SR202 bridge near the WWTP. The existing WSDOT bridge is not safe for pedestrians and not ADA compliant. Bridge shall also act as the utility carrier.
- 3. T-020: Roundabout at North Bend Way / SE Mount Si Road Intersection** – Design and construct roundabout to serve increasing number of vehicles traveling on North Bend Way and to provide safer vehicular movements off Mt Si Road.
- 4. T-046: McClellan Alley Improvements and Bendigo Sidewalks** – Project is very conceptual at this stage, but the idea is to create a one-way travel direction with angle parking on both sides, shared trash enclosures for businesses and landscaping.
- 5. T-056: North Bend Way/NW 8th St Roundabout** – Installation of new 5 leg roundabout at the intersection of North Bend Way and NW 8th Street. One leg of the roundabout would be the connection to the South Fork Avenue Extension (Nintendo Bypass).
- 6. T-021A: South Fork Avenue Extension - Bendigo to NW 8th Street (Nintendo Bypass)** – Project extends South Fork Avenue SW from current Nintendo east access gate westerly to the intersection of North Bend Way and NW 8th Street.
- 7. T-021B: South Fork Levee Setback** – Project removes existing left bank levee between Bendigo Blvd and North Bend Way and sets the levee back to create more flood storage area. The city currently owns the area necessary to set the levee back. Project has received some grant funding and staff continues applying for Floodplains by Design grant funding and working with KCFCD.
- 8. T-049: NW 8th Street Widening and Sidewalk between North Bend Way and Bendigo Blvd. -** Project provides a more formal and safer connection from Bendigo Blvd to North Bend Way.
- 9. T-061: Tanner Trail Phase 2 & 3 Construction** – This project consists of continuing the paved Tanner Trail adjacent to North Bend Way from its current location near City Hall east to connection with the Snoqualmie Valley Trail
- 10. T-017: Roundabout at 468th Avenue SE / Middle Fork Road Intersection** - Design and Construct roundabout as a truck turnaround with provisions for safe pedestrian and bicycle travel. Located at SE 140th Street terminus. Design has been completed.

11. T-038: Downtown Parking Lot/Garage— Project is conceptual at this time. Create 70-100 new parking stalls at an unidentified location downtown. Parking could be at grade with land acquisition or could be a parking garage.

12. T-034: Park Street Corridor Re-channelization – Park Street between Bendigo Blvd and the Park Street roundabout currently has 2 parking shoulders, 2 travel lanes and 2 sidewalks. The corridor will be widened for additional capacity.

13. T-027: Bendigo Blvd Traffic Reconfiguration – 3rd Street to North Bend Way – Due to traffic congestion at North Bend Way/Bendigo Blvd intersection, better queuing configurations for through and turning movements will be developed. Work will consist of restriping and resigning the corridor and creating time-restricted parking areas related to peak traffic hours.

14. T-030: NW 14th Street Widening and Reconstruction West of Bendigo Blvd (Phase 2) – Reconstruct NW 14th Street including installation of stormwater infrastructure. Could potentially use a cement treated base if existing ground is sufficient.

15. T-055: Cedar Falls Way Pedestrian Improvements (Maloney Grove Ave to 436th Ave SE) – Project would add sidewalk along the south side of Cedar Falls Way from Maloney Grove Avenue to 436th Ave SE.

16. T-015: Ballarat Ave Widening and Sidewalk from NE 6th to NE 12th Streets – Reconstruct Ballarat including replacement of culverts and related stormwater facilities. Add widened shoulders to possibly fit combined bike lane / walking shoulder (no parking). The road may have thickened edge section.

17. T-001: SE 140th Street Sidewalk on North Side (Eagles Next PL SE to Twin Falls MS) – Installation of sidewalk provides safe pedestrian connectivity to nearby middle school on north side of SE 140th Street from Eagles Nest Pl SE to Twin Falls Middle School SE.

18. T-025: SE 146th Street Reconstruction from 468th Ave SE to east city limits – Reconstruct deteriorated 2-lane roadway with pavement suited to heavy vehicle loads. Thicker pavement section is necessary to handle truck traffic.

19. T-028: North Bend Way/Ballarat Avenue All Way Stop or Traffic Signal – This project is tentative, awaiting the outcome of traffic redistribution as a result of other projects in the downtown area. If implemented, and due to the current level of service below city LOS standard “D” on Ballarat Avenue leg of intersection with North Bend Way, a signal could be installed to help with public congestion. Signal would be installed using poles and mast arms at each corner. Signal is to be interconnected and synchronized with the signal at North Bend Way/Bendigo Blvd intersection. All-way stop will be considered instead.

20. T-024: SE 16th Street Extension from Maloney Grove Ave SE to 436th Ave SE – Reserve public right-of-way (ROW) to extend a collector street from Maloney Grove Avenue to Stilson Avenue SE to serve future residential development. This project would connect with SE 16th Street running east to west through Cedar Landing Plat.

21. T-041: Left Turn Pocket on 436th Avenue SE to Cedar Falls Way including Sidewalks – Project was added based on recommendation from 2017 LOS Study by Perteet. Existing pavement channelization leaving roundabout to the north shall be evaluated.

22. T-023: Traffic Signal at SE 146th Street/468th Avenue SE Intersection – Intersection control improvements.

23. T-022: South Fork Avenue Extension – New Bridge across SF Snoqualmie River (Mt Si Blvd to Maloney Grove Avenue SE) - Reserve ROW to extend road as a collector street to serve future residential development from Mount Si Blvd to Maloney Grove Avenue. Project involves a new bridge across South Fork Snoqualmie River.

24. T-042: Roundabout at Cedar Falls Way / Maloney Grove Avenue Intersection – Project was added based on recommendation from 2017 LOS Study by Perteet. ROW is quite wide here. Acute turning angles are present.

25. T-051: NE 8th Street Storm and Reconstruction Project – Installation of new storm drainage infrastructure and roadway reconstruction from Ballarat Avenue to Thrasher Avenue.

26. T-052: Tanner Road Improvements (north of North Bend Way) - Work to provide safer pedestrian connection along Tanner Road between residential area to the north down to the intersection with North Bend Way.

27. T-062: Railroad Crossing Improvements - Replacing the concrete panels, tracks, crossing gates, signals, and cantilevered flashing lights at 3 locations within city limits; relocating the existing track between Bendigo (SR202) and Main Avenue to the south approximately 15 feet along McCellan Avenue; and removing the northside parallel tracks between Main Ave and Train Depot leaving the tracks on the southside.

28. T-063: SR202 Sidewalk Gap Project (RR Crossing to North Bend Way) – Replacing sidewalk along the west side of SR202 from North Bend Way south approximately 200 feet to the railroad crossing.

29. T-062: Complete Streets North Bend Way (Western City Limits to SF Snoqualmie River Bridge) - Per the complete streets plan completed and accepted by council in 2024, North Bend Way was divided into 5 separate segments of which specific improvements have been accepted to meet the complete streets standard.

30. T-063: Complete Streets North Bend Way (SF Snoqualmie River Bridge to Park Street Roundabout) - Per the complete streets plan completed and accepted by council in 2024, North Bend Way was divided into 5 separate segments of which specific improvements have been accepted to meet the complete streets standard.

31. T-064: Complete Streets North Bend Way (Park Street Roundabout to Cedar Falls Way Roundabout) - Per the complete streets plan completed and accepted by council in 2024, North Bend Way was divided into 5 separate segments of which specific improvements have been accepted to meet the complete streets standard.

32. T-066: Compete Streets North Bend Way (Cedar Falls Way Roundabout to SE 140th Street) - Per the complete streets plan completed and accepted by council in 2024, North Bend Way was divided into 5 separate segments of which specific improvements have been accepted to meet the complete streets standard.

33. T-067: Compete Streets North Bend Way (SE 140th Street to 468th Ave SE) - Per the complete streets plan completed and accepted by council in 2024, North Bend Way was divided into 5 separate segments of which specific improvements have been accepted to meet the complete streets standard.

34. T-069: Pedestrian Bridge over South Fork Snoqualmie River upstream of Senior Center – Location has not been determined.

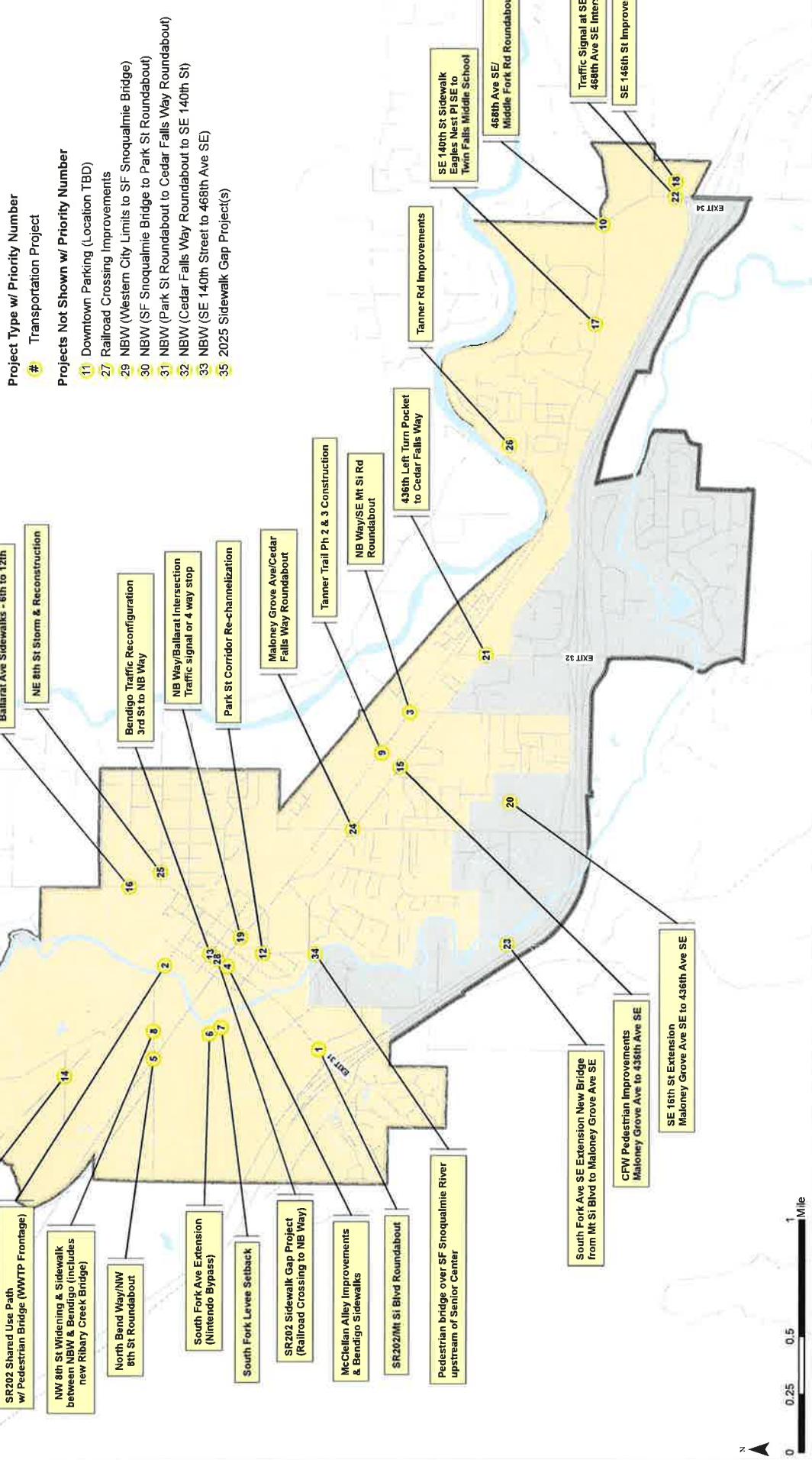
35. T-XXX: 2025 Sidewalk Gap Projects: Projects to be determined in 2024 with design beginning in the fall of 2024. This may include some of the projects listed above.

Re-Occurring Projects (As funded)

- **Pavement Overlay Program** – To protect the city's investment in its roadway system, regular maintenance is required. One of the maintenance components includes providing overlays to extend the life of the street surface and protect the roadway base. The ideal program would provide \$600,000 per year of overlay work to maintain our current Pavement Management Index (PMI). The locations are to be determined by the pavement management system update completed in 2024. Currently, the city is budgeting \$475,000 per year and typically receiving grants from the Transportation Improvement Board (TIB) every other year for arterial roadways.
- **Crack Sealing** - Various locations. Develop an annual crack seal program to preserve the city investment in roadways. Staff has done this work internally with Public Works staff and contracted it out in years past.
- **Sidewalk Trip Hazard Elimination** - Trip hazards in the existing sidewalk system will be systematically repaired through either removal of affected sidewalk panels, removing the cause of the problem, and re-pouring the panels, or by grinding the problem areas and resurfacing the affected areas.
- **Inactive: Alley Reconstruction and Overlay** - Various locations. Develop an annual program to reconstruct and overlay alleys to reduce maintenance costs.

City of North Bend 2025 - 2030 TIP Projects

Updated: 5/10/2024





NOTICE OF PUBLIC HEARING

Six-Year Transportation Improvement Plan (TIP)

NOTICE IS HEREBY GIVEN that the North Bend City Council has scheduled a hearing to solicit public input and comments on the proposed Six-Year Transportation Improvement Plan (TIP). The public hearing will take place during a Regular City Council Meeting on Tuesday, May 21, 2024, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA.

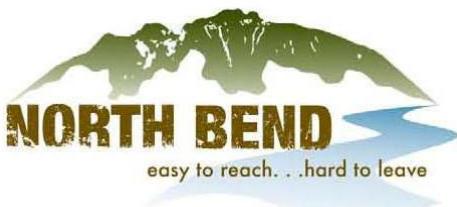
Comments may be presented orally at the public hearing or submitted in writing to the Deputy Public Works Director at 920 SE Cedar Falls Way North Bend, WA, 98045, or by e-mail to: tmohr@northbendwa.gov prior to 5:00 PM, Monday, May 20, 2024. Upon the request of an individual who will have difficulty attending the public hearing and providing comment in person by reason of disability, limited mobility, or for any other reason that makes physical attendance difficult, a teleconference option using Zoom Meetings will be available with detailed meeting access instructions to be provided on May 16, 2024, on the City website calendar item for the [May 21, 2024 City Council meeting](#). Questions may be submitted to the Deputy Director at tmohr@northbendwa.gov.

A copy of the draft Six-Year (2025 – 2030) Transportation Improvement Plan (TIP) will be available for viewing under Public Notices on the City of North Bend website at www.northbendwa.gov.

North Bend does not discriminate on the basis of disabilities. If you need special accommodation, please contact City Hall within three business days prior to the public hearing at (425) 888-7627.

Posted: May 10, 2024

Published in the Snoqualmie Valley Record: May 10, 2024



City Council Agenda Bill

SUBJECT:	Agenda Date: May 21, 2024	AB24-053
Motion Authorizing Design Contract with the Northwest Railway Museum for the City of North Bend Railway Crossings Project	Department/Committee/Individual	
Cost Impact: \$0 (no local match)	Mayor Mary Miller	
Fund Source: NA	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: Highway-Railroad Grade Crossing Agreement Section 130, Map Showing Work Locations

SUMMARY STATEMENT:

In 2022, City of North Bend staff applied for a Railway-Highway Crossing Program Grant for design and construction of the Railway Crossings Capital Project. This project includes the following work:

- Replacing the concrete panels, tracks, crossing gates, signals, and cantilevered flashing lights at the railroad crossing at North Bend Way at the west end of the city.
- Replacing the concrete panels and tracks at NW 8th Street just south of North Bend Way (entrance to Nintendo) and adding crossing gates and signals.
- Replacing the concrete panels, tracks, crossing gates, signals, and cantilevered flashing lights at the railroad crossing at Bendigo (SR202) just south of North Bend Way and shifting the crossing to the south approximately 15 feet.
- Relocating the existing track between Bendigo (SR202) and Main Avenue to the south approximately 15 feet along McCellan Avenue.
- Removing the northside parallel tracks between Main Ave and Train Depot leaving the tracks on the southside.

In September 2023, the Puget Sound Regional Council awarded the City a grant in the amount of \$2,721,000 for this work which requires no local match. The City Council accepted this federal grant at the January 16, 2024 City Council Meeting.

Staff is now ready to begin design and have been working with the Northwest Railway Museum as they are the sole user of these railroad tracks and have the experience necessary to manage this design work on behalf of the City. The Highway-Railroad Grade Crossing Agreement Section 130 that needs to be signed between the City and the Northwest Railway Museum is a standard contract that is used with any federally funded project including railroad design work. Approval of this Highway-Railroad Grade Crossing Agreement Section 130 will allow the City to give the Northwest Railway Museum notice to proceed to begin design work on the Railway Crossings Project. Design work shall include preparation of National Environmental Policy Act (NEPA) documentation to meet all environmental regulations. The contract amount is not to exceed \$89,000 and is 100% covered by federal funds.

Staff recommends authorizing the Highway-Railroad Grade Crossing Agreement Section 130 with the Northwest Railway Museum which is attached.

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

City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on April 30, 2024 and recommended approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB24-053, authorizing a design contract with Northwest Railway Museum for the City of North Bend Railway Crossing Project, in an amount not to exceed \$89,000.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 21, 2024		

AGREEMENT No. ____**RAILROAD GRADE CROSSING AGREEMENT****USDOT: 092037S/ 092036K/ 092040A****State Route 202 Mile Post ____****Railroad Line Segment system Mile Post 34 to 35.7**

This Agreement ("Agreement"), is executed to be effective as of this _____ day of _____, 2024 ("Effective Date"), by and between The Northwest Railway Museum, a Washington Non-Profit Corporation ("RAILWAY"), and the City of North Bend ("CITY" or "North Bend").

Description of Improvements and Division of Work

A. Work to be performed by the RAILWAY, or its contractor, at CITY expense (included in the Estimate of Cost):

Surveying \$11,420.00

Deliverable(s): Location survey at three (3) rail crossings including existing driving surface, underground utilities per design locate, railway track, existing signals, and location of proposed new signal system foundations. 1. Bendigo Blvd.: Ballarat to Sidney St. 2. 8th St.: 300 ft either side of crossing. 3. NB Way: 300 ft either side of the crossing.

Design & Specifications \$57,805.00

Deliverable(s): Plans and specifications for the construction of three (3) new crossings, and locations for new signal system foundations. Meetings with railroad, city and other agencies as required to coordinate design. 30/60/90/Final design submittals.

Vac Truck \$3,275.00

Deliverable(s): Excavation of proposed signal foundation locations to determine if there are utility conflicts. Refill potholes. Rail contractor will provide.

Ecologist \$3,500.00

Deliverable(s): NEPA Cat X documentation including applicable maps and area of potential effect.

Museum coordination \$5,000.00

Deliverable(s): Signal requirements document and coordination between each practitioner.

North Bend Coordination \$5,000.00

Deliverable(s): Coordination between railroad and city.

Highway-Railroad Grade Crossing Agreement

WSDOT	\$3,000.00
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Deliverable(s): Field meeting with railroad, calculation of required traffic pre-emption interval, and preparation of proposal for WSDOT-installed traffic intertie cables including traffic control for Bendigo Blvd.

B. Work to be performed by the CITY, or its contractor, at CITY expense (not included in the Estimate of Cost):

WHEREAS, the CITY desires that the above described improvements be constructed at the referenced location, and

WHEREAS, it is deemed to be in the best public interest for the RAILWAY, as owners of the track or tracks, to perform specific work as herein described (Railroad Work"), and

WHEREAS, reimbursement by the CITY to the RAILWAY for costs incurred by the RAILWAY in undertaking the Railroad Work is pursuant to 23 USC, Section 130.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the above recitals that are incorporated herein as if set forth below, Exhibits A and B, attached hereto and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I GENERAL

All Railroad Work to be reimbursed by the CITY under this AGREEMENT, including work performed by the RAILWAY's consultants or contractors, will be subject to compliance with the applicable sections of 23 CFR Parts 646 (Subpart B) and 140 (Subpart I), which sections are incorporated hereby and made a part of this AGREEMENT.

ARTICLE II SCOPE OF WORK

The CITY and the RAILWAY will perform the work as set forth in the above "Description of Improvements and Division of Work." A plan labeled Exhibit A further describes the proposed improvements.

The RAILWAY will provide all work, labor, materials and services to perform the Railroad Work. For all applicable materials necessary to perform the Railroad Work, the RAILWAY shall comply with the Buy America requirements under 23 U.S.C. 313. The RAILWAY shall provide materials certifications with each invoice for which payment is requested that affirms said materials comply with 23 U.S.C. 313.

If work is to be performed by the CITY or its contractor as described in this AGREEMENT, the RAILWAY hereby grants the CITY or its contractor permission to enter upon the RAILWAY's property for the purpose of performing said work.

ARTICLE III AUTHORITY TO BEGIN WORK

The RAILWAY agrees not to commence Railroad Work until receipt of notice to begin Work in writing by the CITY, and that reimbursement will be limited to those costs incurred subsequent to the date of such notification. The RAILWAY agrees to notify the CITY at least 14 calendar days prior to beginning Railroad Work.

ARTICLE IV PROTECTION OF RAILROAD PROPERTY DURING CONSTRUCTION

All work herein provided for to be done by the CITY or its contractors on the RAILWAY's right of way shall be performed by the CITY or its contractors in a manner as not to interfere with the movement of trains or traffic upon the tracks of the RAILWAY. The CITY or its contractors, shall use all care and precaution necessary to avoid accident, damage, or interference to the RAILWAY's tracks or to the trains or traffic using its tracks and notify the RAILWAY at least 30 calendars days prior to performing work adjacent to any track to enable the RAILWAY to furnish flagging and the CITY shall reimburse the RAILWAY for the cost thereof PURSUANT TO Section VII, below.

ARTICLE V PROJECT COMPLETION

Within 30 calendar days of completion of the Railroad Work, the RAILWAY will by letter notify the CITY that construction is completed.

ARTICLE VI PAYMENT

The CITY, in consideration of the faithful performance of the Railroad Work to be done by the RAILWAY, agrees to pay the RAILWAY actual direct and related indirect costs (including taxes, such as applicable sales and use taxes, business and occupation taxes, gross receipts taxes, and similar taxes) accumulated in accordance with a work order accounting procedure as prescribed and approved by the ICC Uniform System of Accounts, or its equivalent.

An itemized estimate of cost for the Railroad Work to be performed by the RAILWAY at the CITY's expense is shown on Exhibit B.

Following execution of this AGREEMENT, progress bills may be submitted to the CITY to cover costs incurred and the CITY shall pay such progress billings within thirty (30) calendar days of receipt from the RAILWAY. If the billing is disputed for any reason, the CITY will promptly notify the RAILWAY and will pay any undisputed amount. Progress bills are not to be submitted more frequently than one (1) per month.

Final and detailed billing on all incurred costs shall be made by the RAILWAY and furnished to the CITY within ninety (90) calendar days of completion of the RAILWAY's Work, and the CITY shall pay all eligible amounts of such bill, less progress payments previously made.

It is agreed that payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, if required, all adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the RAILWAY, the RAILWAY agrees to refund such overpayment to the CITY.

During the progress of construction and for a period not less than six years from the date of final payment to the RAILWAY, the records and accounts pertaining to the construction of the project and accounting therefor are to be kept available for inspection and audit by the CITY and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts

Highway-Railroad Grade Crossing Agreement

along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

ARTICLE VII SALVAGE

All material removed by the RAILWAY, which has been replaced at CITY expense, shall be reclaimed or disposed of by the RAILWAY and shall be credited to the CITY in accordance with 23 CFR Part 140.908.

ARTICLE VIII MAINTENANCE OF FACILITY

Upon completion of the Work, the RAILWAY, at its sole cost and expense, shall operate and maintain any railroad warning devices, crossings surfaces, or other elements of railroad infrastructure as required by federal and state regulatory requirements.

ARTICLE IX RELOCATION OF FACILITY

In the event that either highway or railway changes will necessitate revisions of the signals by rearrangement, replacement or additions at the said location, the party whose changes cause said revisions will bear the entire cost of the same without obligation to the other.

ARTICLE X DISPOSITION OF SIGNALS NO LONGER REQUIRED

If for any reason the signals shall no longer be required at said grade crossing, the RAILWAY, on the approval of the CITY, may remove said signals. If in the opinion of the RAILWAY said signals are not obsolete, the Parties will determine if they can be used at some other state highway - railroad grade crossing. If the signals are either obsolete or may not be used at any state highway grade crossing, the RAILWAY will pay the CITY the salvage value for material not previously replaced by the RAILWAY during maintenance, less cost of removal.

ARTICLE XI INDEMNIFICATION

The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the Work to be performed or performed pursuant to the provisions of this AGREEMENT. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that if such claims, suits, or actions result from the concurrent negligence of (a) the RAILWAY, its employees and authorized agents, and (b) the CITY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees, and/or authorized agents own negligence.

The Parties specifically assume potential liability for actions brought by the Party's own employees against the other Party and solely for the purposes of this indemnification, mutually waive any immunity they might have under the state industrial insurance laws (Title 51 RCW).

This indemnification and waiver shall survive the termination of this Agreement.

ARTICLE XII PREVIOUS AGREEMENTS

This AGREEMENT (including exhibits incorporated herein) is the full and complete agreement between the RAILWAY and CITY with respect to the subject matter herein and supersedes any and all other prior agreements between the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

ARTICLE XII MISCELLANEOUS PROVISIONS

All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, except that no party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as were attendant to this Agreement.

In the event any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties hereto agree that any such action or proceedings shall be brought in a state court of competent jurisdiction situated in King County, Washington or in the regionally appropriate United States District Court. This Agreement shall be interpreted in accordance with the laws of the State of Washington, unless such laws, rules, and regulations are preempted by applicable federal laws, rules, and regulations.

To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

This AGREEMENT shall inure to the benefit of and be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

RAILWAY

By: Northwest Railway Museum

Title: Richard R. Anderson/ Executive Director

Signature: _____

Date _____

CITY

By: City of North Bend

Title: Mayor Mary Miller

Signature: _____

Date: _____

