



CITY COUNCIL MEETING*

July 16, 2024 – Agenda

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

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

CONSENT AGENDA:

		Pg.#
1) Minutes	City Council Workstudy of May 28, 2024 & June 25, 2024 & City Council Meeting of June 18, 2024	1
2) Payroll	June 20, 2024 – 28828 through 28833, in the amount of \$317,089.30 July 5, 2024 – 28834 through 28839, in the amount of \$377,979.25	
3) Checks	July 2, 2024 – 75772 through 75844, in the amount of \$1,240,906.35 July 16, 2024 – 75845 through 75893, in the amount of \$599,692.67	
4) AB24-062	Resolution – Authorizing DEA with SB X, LLC RE Bio-Therapeutics	Mr. Rigos 11
5) AB24-063	Resolution – Authorizing DEA with Ichijo USA RE NB40	Mr. Rigos 65

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

6) Introduction	North Bend Police Officers	Police Captain Horejsi
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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

MAIN AGENDA:

7) AB24-064	Public Hearing, Ordinance Vacating Portion of State Hwy No. 2 Right-of Way	Ms. Deming 123
8) AB24-065	Resolution – Authorizing Adoption of Franchise Utilities Element Update for 2024 Comprehensive Plan	Ms. Deming 135
9) AB24-066	Resolution – Authorizing Adoption of Energy & Sustainability Elements Update for 2024 Comprehensive Plan	Ms. Deming 187
10) AB24-067	Ordinance – Amending NBMC 10.12.010(B) RE SR-202 Speed Limit	Mr. Rigos 247
11) AB24-068	Resolution – Setting Public Hearing Date for Alm Way ROW Vacation	Mr. Rigos 255

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
May 28, 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 Brenden Elwood (remote), Alan Gothelf, Mark Joselyn, Heather Koellen, Christina Rustik, and Errol Tremolada were present. Councilmember Suzan Torguson was excused.

Staff Present: Mayor Mary Miller, City Administrator David Miller, Deputy City Administrator/Public Works Director Mark Rigos, Finance Director Martin Chaw, Community & Economic Development Director Rebecca Deming, Human Resource Manager Erin Mitchell, Communications Manager Bre Keveren, Principal Planner Mike McCarty, Senior Planner Jamie Burrell, and Deputy City Clerk Jennifer Bourlin.

Land Use & Housing Elements Ms. Deming

Community & Economic Development Director Deming provided an update on the Housing and Land Use Element. She stated North Bend was in the process of updating the Comprehensive Plan (2024 Comp Plan) and staff was working through each element individually. She noted the 2024 Comp Plan needed to be submitted and approved by King County by the end of the year and if not approved, the City could lose all grant money from Washington State and the Puget Sound Regional Council (PRSC).

Ms. Deming reviewed the draft zoning map amendments and the Planning Commission's recommended zoning regulation amendments that increased housing capacity including increased height limits within the Interchange Mixed Use zone from 30' to 35' (consistent with the majority of the rest of the City) and allowed upper-floor dwelling units (above commercial) within the Interchange Commercial zone.

Ms. Deming reported that citizens had been notified of potential zoning changes beyond legal requirements by mailing notices, City information booths at the Block Party and Farmers Markets, and an open house held by the Planning Commission. She informed the Council that the analysis' included in the Workstudy packet shows the King County policy and our current element; our current element has a column with suggested action for plan amendments to meet the King County policy. Ms. Deming concluded by noting King County Growth Management Planning Council (GMPC) has already adopted the King County policy.

Police Services Contract

City Administrator Miller explained that Council approved a decision card for \$60,000 for a police services study. Mr. Miller provided a list of consultants, reviewed the timeline

and described the interview process for the study. He said the study will hopefully start in July and be completed by the end of the year. He also suggested adding some of our own consultants to include Londi Lindell and Steven Schwartz to the interview panel to select a consultant for the study.

Mr. Miller explained the purpose of the study was to identify the options and challenges for providing police services, including a minimum of four options; start our own police department, negotiate a new contract with the City of Snoqualmie, contract with King County Sheriff's Department, or contract with the City of Issaquah or another jurisdiction for police services. He then reviewed the Request for Proposal (RFP) and Council consensus was to move forward with the RFP process for a Police Services Study.

Mr. Miller then reviewed the current Police Services Interlocal Agreement with the City of Snoqualmie and reviewed the current contract language and advised that contract bargaining can effect final cost and stated that he believes the Mental Health Professional position will be permanent.

Finance Director Chaw reviewed a survey he prepared of police services level of service regarding budget and full time equivalent (FTE's) per capita of approximately 20 municipal police department's expenditures and municipal police department FTE's per 1,000 capita. The purpose of the survey was to compare the level of service; assessed by spending and staffing per capita. He continued to explain dollar amounts and FTE numbers using data from the latest city budget documents available to the public for 2024, using population estimates from Washington State Office of Financial Management and excluded corrections (jail) expenditures.

Adjournment

The Workstudy closed at 8:47 p.m.

ATTEST:

Alan Gothelf, Mayor Pro Tem

Jennifer Bourlin, Deputy City Clerk

CITY OF NORTH BEND
CITY COUNCIL WORKSTUDY NOTES

June 25, 2024

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

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

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

Staff Present: Mayor Mary Miller, City Administrator David Miller, Deputy City Administrator/Public Works Director Mark Rigos, Finance Director Martin Chaw, Community & Economic Development Director Rebecca Deming (remote), Administrative Services Director Lisa Escobar, Human Resource Manager Erin Mitchell, Communications Manager Bre Keveren, Economic Development Manager James Henderson, and Deputy City Clerk Jennifer Bourlin.

Guests Present: Economic Services Principal Todd Chase and Senior Analyst Devin Tryon from FCS Group. Travis Stombaugh, Minna Rudd and Bridget Verhei from Si View Metropolitan Park District.

Fiscal Sustainability Alternative 3

Economic Services Principal Todd Chase of FCS Group opened the presentation by explaining the purpose of session #3 was to focus on fiscal sustainability tools, strategies and recommendations. Mr. Chase discussed overall conclusions, adding that another meeting was scheduled for July, and that the fiscal sustainability study was on schedule. He stated the findings to date included that base line revenue growth was 2.0% per year average and projected expenditure growth was 4.4% per year. He said that no action was not an option as it would lead to depletion of reserves, budget, and service cuts. Mr. Chase continued with options that would have an immediate fiscal impact; increased utility rates, creating new funding sources, and reduced costs. He felt that strategic growth was preferred, and that economic development was cited as the number one priority by the community, and strategic employment land and sites would require upfront public investment.

Mr. Chase explained the different categories of strategies:

- Create improvement districts to create tax increment financing districts (TIF), expand utility local improvement districts (ULID) and voter approved property tax levy lid lift
- Update development impact fees, update connection charges and fee in lieu of charges using developer agreements
- Expand the City's service area
- Dedicate new local funding sources to leverage State and Federal grants
- Latecomers districts

Mr. Chase suggested other strategies to consider were increasing utility rates, increase public utility franchise tax, levy lid lift (voter approval needed), public facilities district (voter approval needed), downtown parking district, business improvement district, and encouraging certain types of long-term development to cover costs of public services. Council was interested in forming TIF's but also had concerns because it was new to Washington State.

Mr. Chase reviewed the preliminary recommendations as follows:

	Area #1 West North Bend	Area #2 East North Bend	Area #3 Urban Growth Area
Near-Term Years 1-2	Form TIF District Update Impact Fees Leverage CAPX Grants	Form TIF District Update Impact Fees Leverage CAPX Grants	Complete SEPA/EIS Update Impact Fees Leverage Planning Grants
Mid-Term Years 3-4	Developer Agreements	Developer Agreements	Adopt Public Facility Plans, Design Phase 1 Facilities, Form ULID
Long-Term	Monitor Funding	Monitor Funding	Developer Agreements

Finance Director Martin Chaw updated the Council on the City's Standard & Poor's credit rating. He thanked the Council for approving two months of reserves and believed it would increase the rating. Mr. Chaw reported the current rating was AA- for the Utility Fund and AA for the General Fund and believed the AA- rating for the Utility Fund was because storm and flood fees have not increased. He was in the process of creating a financial forecast and will use the current level of service, no new staff or programs for expenses. He concluded by noting the six-year forecast looked good but at the end of that period the unreserved funds would start shrinking if we used the current revenue tools.

Presentation – Regional Pool Options

Executive Director Travis Stombaugh of Si View Park District presented an overview for a future aquatic center including the service area, details of the new center, increased program options that it provided, location considerations, cost estimates and funding sources. He added that the current pool was almost beyond repair. Recreation Manager Minna Rudd of Si View Park District then reviewed feasibility study results and added the facility needed to be in a location to serve the entire service area. The service area used in the study included Preston, Fall City, Snoqualmie and North Bend. Recreation Supervisor Bridget Verhei, also from Si View Park District, added that an Aquatic Center brings in 30% more revenue compared to a standard pool. She added that the recreation and competition pools can accommodate learn to swim, fitness and therapeutic programs, host recreation play, competitive swimming and diving, water polo,

certification courses, dry & wet classroom spaces, water safety programs and small watercraft classes. Mr. Stombaugh then discussed location options and added that they would consider other locations. Council consensus was to support a regional pool and planned to research funding options.

Adjournment

The Workstudy closed at 9:03 p.m.

ATTEST:

Alan Gothelf, Mayor Pro Tem

Jennifer Bourlin, Deputy City Clerk

DRAFT

NORTH BEND CITY COUNCIL MINUTES

June 18, 2024

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

CALL TO ORDER, ROLL CALL:

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

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

CONSENT AGENDA:

Minutes – City Council Meeting of June 4, 2024

Payroll – June 5, 2024 – 28822 through 28827, in the amount of \$385,646.47

Checks – June 18, 2024 – 75706 through 75771, in the amount of \$911,267.76

AB24-059 – Motion Approving Reimbursement to Si View MPD for Torguson Park Backstop Netting

Councilmember Elwood **MOVED**, seconded by Councilmember Tremolada to approve the consent agenda as presented. The motion **PASSED** 5-0.

CITIZEN'S COMMENTS:

Debra Landers, 14615 438th Ave SE, provided a report of the June 15th Art Off the Rails event and thanked City staff for their assistance with the event.

Takaho Wright, P.O. Box 2122, noted the Snoqualmie Indian Tribe would be celebrating their National Day of Prayer for the Protection of Native Sacred Places on Friday, June 21st at 5:30 a.m. at the Lower Falls Parking Lot.

Police Chief Lynch reported there would be a ribbon cutting event for the new Outlet Mall Police Substation on Monday, June 24th at 1 p.m.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Presentation – 2024 Year-to-Date Financial Report

Audio: 07:27

Finance Director Chaw provided a presentation of the 2024 Year-to-Date Financial Status Report which included a review of the General Fund, local economic conditions, Special Revenue Funds, Capital Funds, Enterprise Funds, and Internal Service Funds. Mr. Chaw reported all funds ended in a positive financial condition with the General Fund revenues exceeding expenditures and ending with a \$6.1 Million fund balance and the local

economic indicators point to a cooling of the economy. Additionally, he provided an update on financial statement audits and the Standard & Poor credit rating evaluation.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Joselyn, Chair

A report of the June 18th meeting was provided.

Finance & Administration Committee – Councilmember Elwood, Chair

A report of the June 11th meeting was provided.

Public Health & Safety Committee – Councilmember Rustik, Chair

A report of the June 4th meeting was provided.

Transportation & Public Works Committee – Councilmember Koellen, Chair

A report of the May 28th meeting was provided.

Council Workstudy – Mayor Pro Tem Gothelf

A report of the May 28th Workstudy was provided.

Planning Commission

A report of the June 5th meeting was provided.

Parks Commission

A report of the June 12th meeting was provided.

Economic Development Commission

A report of the May 23rd meeting was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf

A report of the June 13th meeting was provided.

Sound Cities Association Board of Health – Councilmember Koellen

A report of the June 12th meeting was provided.

MAIN AGENDA:

AB24-060 – Public Hearing Cont., Resolution 2108 Adopting Six Year Transportation Improvement Plan (TIP) 2025-2030

Audio: 43:05

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

Mayor Pro Tem Gothelf noted the Public Hearing on a Resolution Adopting the Six Year TIP 2025-2030 was opened at the May 21, 2024 City Council meeting and continued to tonight's meeting.

There was no public comment and Mayor Pro Tem Gothelf closed the Public Hearing at 7:52 p.m.

Councilmember Rustik **MOVED**, seconded by Councilmember Tremolada to approve AB24-060, a resolution adopting the 6-Year Transportation Improvement Plan 2025 – 2030, as a final reading. The motion **PASSED** 5-0.

AB24-061 – Ordinance 1809 Adopting King County Surface Water Design Manual & Associated NBMC Amendments **Audio: 54:32**

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

Councilmember Rustik **MOVED**, seconded by Councilmember Tremolada to approve AB24-061, an ordinance adopting the current edition of the King County Surface Water Design Manual and associated updates to the North Bend Municipal Code, as a first and final reading. The motion **PASSED** 5-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Elwood noted the “Man of La Mancha” was in its final week of production at Valley Center Stage.

Councilmember Torguson encouraged residents to donate to the Snoqualmie Valley Food Bank and Mt. Si Senior Center.

Councilmember Tremolada noted the District 9 All-Star Baseball/Softball Tournament would be held June 22nd through July 2nd at Torguson Park.

Councilmember Rustik commented on attending the June 13th Farmers Market and noted the Farmers Market and Summer Concert Series is being held from 4 to 8 p.m. every Thursday at Si View Park.

City Administrator Miller noted a ribbon cutting event was held on Monday, June 17th for the Wastewater Treatment Plant Phase 2 High Priority Improvements Project.

Mayor Pro Tem Gothelf spoke regarding the following items:

- Outdoor Burn Ban – June 15th through September 30th
- City Offices Closed June 19th in observance of Juneteenth holiday
- Free Summer Film Matinees @ North Bend Theatre
- Cancellation of July 2nd City Council Meeting

ADJOURNMENT:

Councilmember Elwood **MOVED** to adjourn, seconded by Councilmember Torguson. The motion **PASSED** 5-0.

The meeting adjourned at 8:04 p.m.

ATTEST:

Alan Gothelf, Mayor Pro Tem

Susie Oppedal, City Clerk

DRAFT



City Council Agenda Bill

SUBJECT:	Agenda Date: July 16, 2024	AB24-062
Resolution Authorizing Developer Extension Agreement with SB X, LLC for Bio-Therapeutics, a Commercial Development	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
Cost Impact: N/A	Public Works – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline: Immediate		

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

SUMMARY STATEMENT:

SB X, LLC (“Developer”) has submitted an application for the Bio-Therapeutics commercial development, which is a proposed 35,480 square foot building located at 44901 SE North Bend Way. A State Environmental Policy Act (“SEPA”) Determination of Non-Significance (“DNS”) was issued by the City in June 2022. The Developer submitted civil engineering plans for the City’s review to construct certain private and public infrastructure and utility improvements. Public improvements include extensions to the City’s street and stormwater drainage systems (“public improvements”).

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

- Construction of approximately 513± lineal feet of 8 to 12-inch stormwater mains, and other applicable stormwater system facilities and appurtenances.
- Construction of approximately 980± lineal feet of public street improvements along SE 140th Street and SE North Bend Way, installation of new sidewalks, curbs, gutters, asphalt and/or concrete surfacing, and street trees within the existing public right-of-way.

Pursuant to Section 19.01.200 of the North Bend Municipal Code, the Developer must enter into a Developer Extension Agreement (“DEA”) with the City to design and construct these future public improvements, post the necessary bonds, and pay for all City expenses related to the review, inspection, and administration of the agreement.

The DEA has been prepared, reviewed by SB X, LLC, and approved by the City Attorney. See attached Exhibit A.

Once the public improvements are constructed, inspected, and determined by City staff to be complete, then a Bill of Sale will be presented to City Council for acceptance. Once accepted by the City Council and executed by the Mayor, the City will be responsible for ownership and maintenance of the public improvements.

APPLICABLE BRAND GUIDELINES: Design Standards

COMMITTEE REVIEW AND RECOMMENDATION: The DEA was brought up during the Transportation and Public Works Committee meeting on June 25, 2024, and was recommended for approval and placement on the Consent Agenda.

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB24-062, a resolution authorizing a Developer Extension Agreement with SB X, LLC for Bio-Therapeutics, a commercial development.**

RECORD OF COUNCIL ACTION

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

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE AND ADMINISTER A DEVELOPER
EXTENSION AGREEMENT AND RELATED CONTRACT
DOCUMENTS WITH SB X, LLC FOR THE BIO-
THERAPEUTICS COMMERCIAL DEVELOPMENT**

WHEREAS, SB X, LLC submitted an application to the City of North Bend (“City”) for a commercial development known as “Bio-Therapeutics” located at 44901 SE North Bend Way, North Bend, Washington; and

WHEREAS, construction of certain public infrastructure improvements are required prior to certificate of occupancy, including extensions of the City’s stormwater and street systems; and

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

WHEREAS, following construction of the stormwater and street system improvements, a Bill of Sale shall be executed by SB X, LLC to transfer ownership and maintenance of the improvements;

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

Section 1. The Mayor is authorized to execute and administer the Developer Extension Agreement and related contract documents, generally in the form as attached hereto as Exhibit A, with SB X, LLC related to the construction of stormwater and street system extension improvements for the Bio-Therapeutics commercial development.

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

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

DEVELOPER EXTENSION AGREEMENT CONTRACT DOCUMENTS

BIO-THERAPEUTICS SB X, LLC Stormwater and Street

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

MAYOR: Mary Miller

City Council

Brenden Elwood
Alan Gothelf
Christina Rustik
Mark Joselyn

Heather Koellen
Suzan Torguson
Errol Tremolada

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

City Staff

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

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

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Exhibit B – Preliminary Plat, Binding Site Plan, or Site Plan(s)	20
Performance and Maintenance Bond.....	21
Utilities Easement	27
Bill of Sale.....	31
General Conditions for Developer Extensions.....	34
Certificate of Insurance.....	46

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

PROJECT TITLE: Bio-Therapeutics
DATE: May 24, 2024
DEVELOPER NAME: SB X, LLC
MAILING ADDRESS: PO Box 2328, Issaquah, WA 98027
PHONE: 206-774-1133
CONTACT: David Suzuki

Owner:

Name: SB X, LLC
Address: PO Box 2328, Issaquah, WA 98027
Phone: 206-774-1133

Developer:

Name: SB X, LLC
Address: PO Box 2328, Issaquah, WA 98027
Phone: 206-774-1133

Developer's Agent:

Name: Barghausen Consulting Engineers, Inc
Address: 18215 72nd Ave South, Kent, WA 98032
Phone: 425-251-6222

Dates Accomplished:

Stormwater: _____
Streets: _____

A. Approval of Agreement

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

B. Required Before Plans are Prepared or Approved

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

C. Required Before Construction by Developer

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

D. Required Before Construction Begins

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

E. Required Before any Service is Connected

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

F. To Be Done Prior to Warranty Expiration

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

**AGREEMENT TO CONSTRUCT EXTENSION TO
STORMWATER AND STREET SYSTEMS**

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

1. GENERAL

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

2. LOCATION OF EXTENSIONS

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

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

3. DESCRIPTION OF EXTENSION

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

- A. Stormwater Extension: Approximately 513± linear feet of 8 to 12-inch stormwater mains, and other applicable stormwater system facilities and appurtenances located within the Property and within the existing public right-of-way.
- B. Street Extension: Approximately 980± linear feet of public street improvements along SE 140th Street and SE North Bend Way, installation of new sidewalks, curbs, gutters, asphalt and/or concrete surfacing, street trees, and pavement marking and striping within the existing public right-of-way.
- C. Modifications to Described Extensions: The City may require that the above-described stormwater and street extensions be modified (including changes in design and location) during the preparation of construction plans and specifications as deemed necessary by the City. The construction plans and specifications, when approved by the City, shall be deemed the documents describing the stormwater, and street extensions to be authorized for construction by Developer under this Agreement.

4. EXTENSION FEES, DEPOSITS, AND CHARGES

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

- A. City Administrative Services

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

B. City Basic Engineering Review

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

C. City Construction Engineering Services

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

D. Reimbursement for City's Legal Services

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

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

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

F. Other Costs

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

G. Connection Charges and Reimbursement Amount

1. *Connection Charges*

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

2. *Reimbursement Amount*

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

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

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

3. Service Charges

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

5. CALCULATION OF COSTS, FEES, AND CHARGES

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

6. PAYMENT OF FEES AND CHARGES

A. Developer Deposit

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

B. Connection Charge and Reimbursement Estimate

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

7. ENGINEERING PLAN APPROVAL

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

8. INSURANCE AND INDEMNIFICATION

A. Indemnification

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

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

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

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

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

insurance shall have a minimum Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per accident.

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

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

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

9. SURETY

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

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

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

10. EASEMENTS

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

11. PERMITS

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

12. CONNECTION TO THE CITY'S SYSTEM

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

13. CONDITION PRECEDENT

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

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

14. FINAL ACCEPTANCE

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

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

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

A. The bill of sale for the Extensions (or portion thereof) shall be provided in the form approved by the City and containing the warranty set forth in Paragraph 23 of the General Conditions for Developer Extensions, entitled "Warranties of Developer." For plans prepared by Developer's engineer, Developer shall also provide the City with as-built record drawings on mylar and on computer disk in AutoCAD format, certified by a licensed professional land surveyor.

B. The maintenance bond shall be provided in the form approved by the City, and shall assure and guarantee Developer's obligations to correct defects in design, labor, and/or materials as provided in this Agreement, and to defend, indemnify and hold harmless the City as provided in this Agreement. The maintenance bond shall continue in force from the date of acceptance and transfer of ownership for a period of two (2) years. The maintenance bond shall be in an amount equal to ten percent (10%) of the cost of said Extensions, or Five Thousand And No/100 Dollars (\$5,000.00), whichever is greater.

15. LIMITATION ON ACCEPTANCE

A. Completion

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

B. Failure to Commence Construction

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

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

C. Failure to Complete Construction

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

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

16. WARRANTY OF AUTHORITY

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

17. ENFORCEMENT; ATTORNEYS' FEES

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

18. SUCCESSORS AND ASSIGNS

All of the provisions contained in this Agreement shall be binding upon the heirs, successors, executors, administrators, receivers, trustees, legal representatives, transferees, and assigns of the Developer; and all privileges as well as any obligations and

liabilities of the Developer shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Developer is named herein.

19. INDEPENDENT STATUS OF DEVELOPER:

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

SIGNED this _____ day of _____, 2024.

Developer: _____

By: _____

CITY OF NORTH BEND, King County, Washington

By: _____

Mary Miller, Mayor

EXHIBIT A

Legal Description

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14. TOWNSHIP 23 NORTH. RANGE 8 EAST, W.M. IN KING COUNTY, WASHINGTON, LYING NORTH OF THE SUNSET HIGHWAY, SOUTH OF THE CAVANAUGH MIDDLE FORK EXTENSION COUNTY ROAD NO. 759, AND WEST OF A LINE PERPENDICULAR TO THE SUNSET HIGHWAY AT A POINT 338 FEET NORTHWESTERLY ALONG THE NORTHERLY LINE THEREOF FROM THE EAST LINE OF THE SECTION;

EXCEPT THE WEST 600 FEET;
EXCEPT ANY PORTION CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 8204301018 AND 8204301019;
AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14. TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION WITH THE NORTHEASTERLY MARGIN OF SE NORTH BEND WAY (SUNSET HIGHWAY);

THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY MARGIN 338 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTHWESTERLY ALONG SAID HIGHWAY MARGIN 100 FEET;

THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID HIGHWAY TO THE SOUTHERLY MARGIN OF SE 140TH STREET;

THENCE EASTERLY ALONG SAID SOUTHERLY MARGIN TO A POINT OF INTERSECTION WITH A LINE WHICH IS EXTENDED NORTHEASTERLY FROM THE TRUE POINT OF BEGINNING AT RIGHT ANGLES TO THE NORTHEASTERLY MARGIN OF SE NORTH BEND WAY.

THENCE SOUTHWESTERLY ALONG SAID LINE TO THE POINT OF BEGINNING;

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

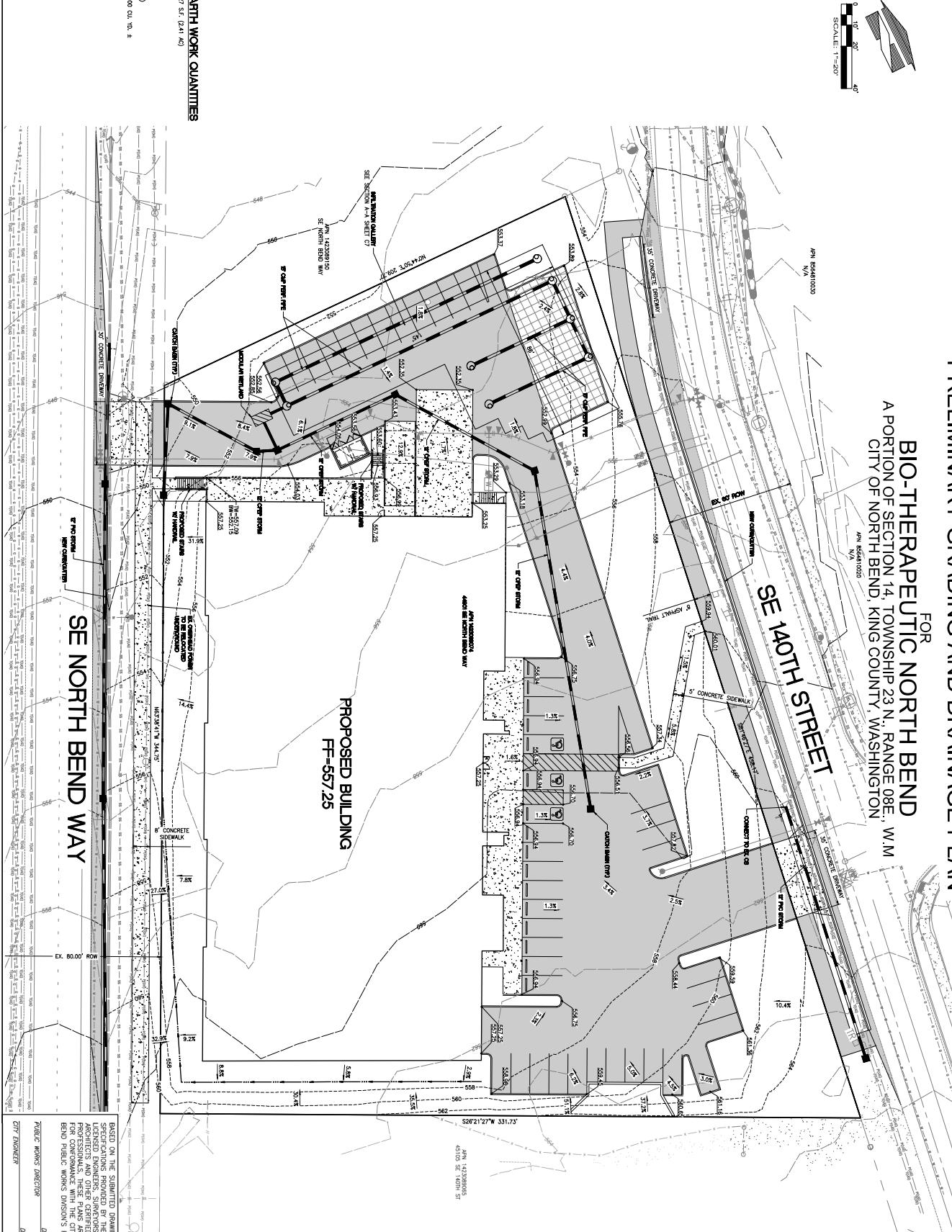
EXHIBIT B

Preliminary Plat / Site Plan

PRELIMINARY GRADING AND DRAINAGE PLAN

BIO-THERAPEUTIC NORTH BEND
FOR
A PORTION OF SECTION 14, TOWNSHIP 23^N, RANGE 08^E. W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON.

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BASED ON THE SUBMITTED DRAWINGS AND
SPECIFICATIONS PROVIDED BY THE APPLICANT'S
LICENSED ENGINEERS, SURVEYORS AND
ARCHITECTS, AND OTHER CERTIFIED
PROFESSIONALS, THESE PLANS ARE APPROVED
FOR CONFORMANCE WITH THE CITY OF NORTH
RIDGE PUBLIC WORKS DIVISION'S REQUIREMENTS.

**Barghausen
Consulting Engineers, Inc.**
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com

A circular notary seal for the State of Washington. The outer ring contains the text "NOTARY PUBLIC" at the top and "STATE OF WASHINGTON" at the bottom. The inner circle features a map of Washington state with a small star in the center. The date "4/17/11" is stamped in the bottom left corner of the seal.

For:
BIO-THERAPEUTIC, MICRO CURRENT
TECHNOLOGY INC.
2244 1ST AVE S
SEATTLE, WA 98134

No. Date By Ck'd. Aprv. Revision

Title:
PRELIMINARY GRADING AND DRAINAGE PLAN
FOR
BIO-THERAPEUTIC NORTH BEND



City of North Bend Performance and Maintenance Bond Agreement

RE: North Bend Permit No.: _____

Applicant: _____

Project Address: _____

Estimated Cost of Completed Project: _____

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

RECITALS

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

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

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

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

Performance

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

Maintenance

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

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

- Performance Bond
- Maintenance Bond

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

TERMS OF AGREEMENT

1. The Recitals set forth above are incorporated into the Agreement between the City, Developer and any third party who also signs this Agreement.

2. Developer and any third party shall signify their agreement to specific terms by signing under the terms section below that corresponds to the security chosen in recital E. above.

3. Terms - Performance Bond.

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

subcontractors, materialmen, suppliers or others as a result of such work for which a lien against any City property, or property where the improvements are located, has arisen or may arise; or (c) obtain acceptance by the City for the Project; all on or before the time frame as set forth in the Permit, or any extension of time granted by the City in writing, Principal shall complete to the City's reasonable satisfaction (a) through (c) identified in the written notice by the deadline specified in the written notice, and repair any damage to other work resulting from the Principal's identified failure.

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

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

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

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

4. Terms - Maintenance Bond.

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

- e. This Agreement for bond shall remain in effect for _____ years from acceptance of the Improvements by the City.
- f. The City, Developer and Surety also agree to be bound by the General Terms in section 5. below.

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

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

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

5. General Terms.

- a. The Developer shall indemnify and hold the City and its agents, employees, and/or officers harmless from, or shall process and defend at its own expense, all claims, damages, suits at law or equity, actions, penalties, losses, or costs of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Developer's performance or failure to perform any aspect of the Agreement. With respect to any such claim or suit brought against the City, Developer also waives its immunity under Title 51 RCW, the Industrial Insurance Act. This waiver is specifically negotiated between the parties.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. The provisions of this Agreement shall not be construed against either party. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.
- c. Any failure by the Developer to comply with the terms of this Agreement in a timely manner shall constitute default. Any action or inaction by the City following any default in any term or condition of this Agreement shall not be deemed to waive any rights of the City pursuant to this Agreement.
- d. The Developer shall pay all additional costs of the City incurred in the administration of the Agreement, including monitoring by the City as required. Said costs will be paid from the Project permitting deposit. Should there not be sufficient funds in the Project permitting deposit to cover such additional costs, then said costs shall be paid by Developer after receipt of invoice from the City. The Director of Planning and/or the Director of Public Works and/or their designees shall periodically inspect the work required hereunder and inspect completed improvements. Notwithstanding the foregoing, if Developer fails to pay for said inspections, the City may use funds from section 3.d. or 4.d. as applicable to cover said costs. This provision shall not be

construed as creating any obligation on the City, its employees, agents and representatives to perform such work.

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

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

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

City

Developer

Surety

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

CITY OF NORTH BEND

By: _____
Its _____

Institution Notary

STATE OF WASHINGTON
County of _____

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

Dated: _____, 20____

Signature: _____

Name Printed: _____

Title: _____

My appointment expires: _____

Developer Notary

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

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

DATED: _____.

(Signature of Notary Public)

(Printed Name of Notary Public)

Commission Expires: _____

City Notary

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

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

DATED: _____.

(Signature of Notary Public)

(Printed Name of Notary Public)

Commission Expires: _____

WHEN RECORDED RETURN TO:

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

REFERENCE NUMBER OF RELATED DOCUMENTS:

GRANTOR:

GRANTEE: The City of North Bend, Washington

ASSESSOR'S TAX PARCEL/ACCOUNT NUMBER:

ABBREVIATED LEGAL DESCRIPTION:

EASEMENT AGREEMENT

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

1. Recitals.

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

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

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

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

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

4. General Provisions.

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

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

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

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

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

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

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

GRANTOR:

GRANTEE:

DATED this _____ day of _____, 20__.

GRANTOR: _____

GRANTEE: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

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

DATED: _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

FILED FOR RECORD AT REQUEST OF:

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

BILL OF SALE

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

[INSERT INVENTORY OF IMPROVEMENTS OR ATTACH ONE]

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

Commonly known as:

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

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

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

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

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

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

Seller: _____

Purchaser: _____

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

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

**GENERAL CONDITIONS
FOR EXTENSIONS CONSTRUCTED BY DEVELOPERS****1. SCOPE**

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

2. DEFINITIONS

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

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

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

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

3. PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES

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

4. STATUS OF CITY ENGINEER

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

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

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

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

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

5. INSPECTION AND TESTS

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

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

6. PLANS AND SPECIFICATIONS ACCESSIBLE

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

7. OWNERSHIP OF DRAWINGS

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

8. MATERIALS AND EQUIPMENT; MATERIALS AND EQUIPMENT LIST

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

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

9. SHOP DRAWINGS

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

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

10. CUTTING AND FITTING

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

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

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

13. SAMPLES

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

14. DETERMINATION OF "OR EQUAL"

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

15. ROYALTIES AND PATENTS

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

16. PAYMENT OF PREVAILING WAGES

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

17. PROTECTION OF WORK AND PROPERTY AND SAFETY

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

18. EXISTING UTILITIES OR OBSTRUCTIONS

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

19. REPLACING IMPROVEMENTS

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

20. SUPERINTENDENCE AND SUPERVISION

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

21. WARRANTIES OF DEVELOPER

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

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

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

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

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

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

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

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

23. **SUBLETTING AND SUBCONTRACTING**

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

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

24. SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS

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

25. LOSS OF MARKERS

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

26. DISPUTE RESOLUTION

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

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

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

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

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

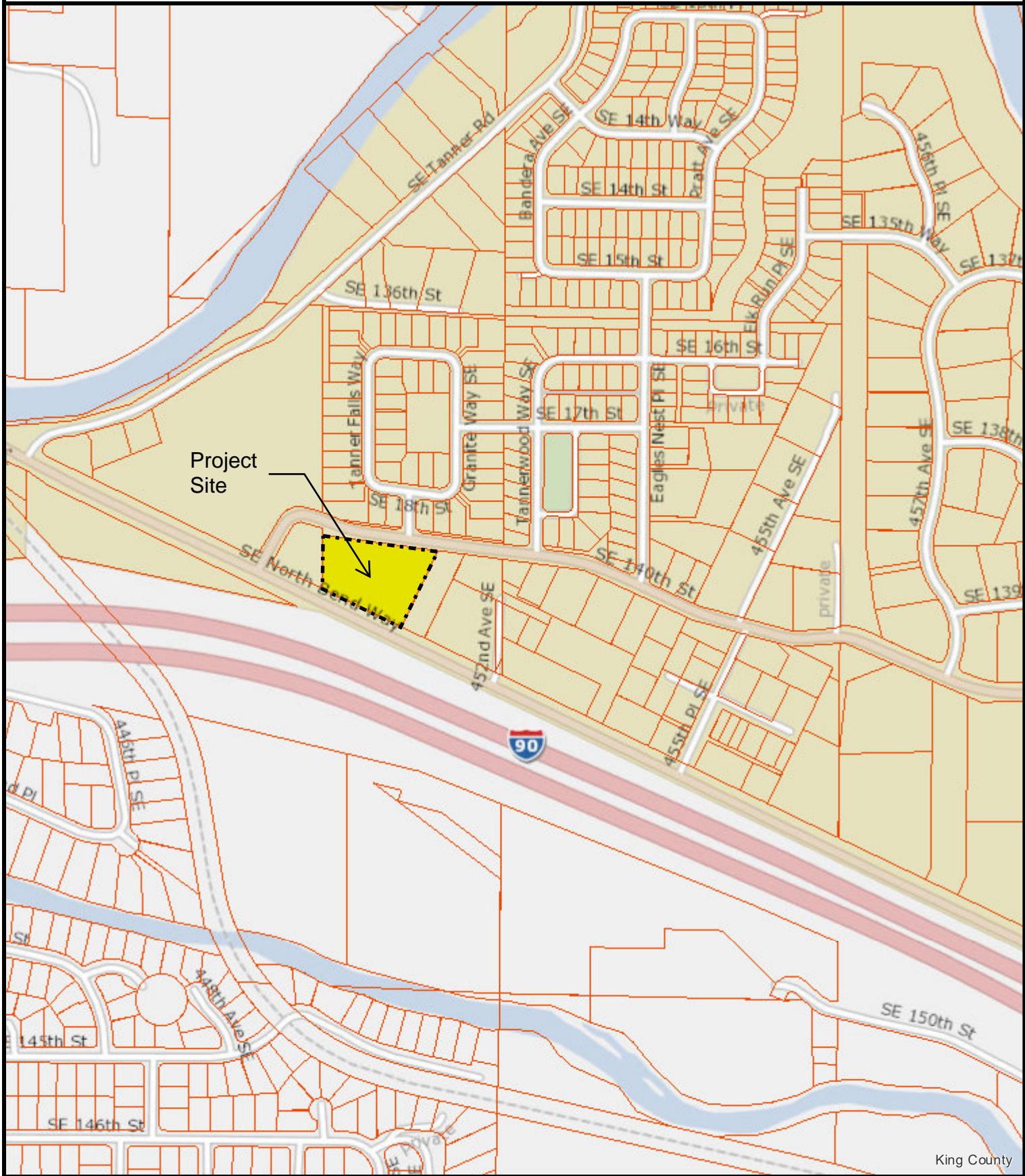
federal or state court having jurisdiction over the parties, even though the decision on the underlying dispute may remain pending. Such relief may be granted by the arbitrator only after notice to and opportunity to be heard by the opposing party, unless the party applying for such relief demonstrated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

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

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

CERTIFICATE(S) OF INSURANCE

EXHIBIT B - Bio-Therapeutics Vicinity Map



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

Date: 5/24/2024

Notes:



King County



City Council Agenda Bill

SUBJECT:	Agenda Date: July 16, 2024	AB24-063
Resolution Authorizing a Developer Extension Agreement with Ichijo USA Co., LTD for the NB40 40-lot Preliminary Plat	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
Cost Impact: N/A	Public Works – Mark Rigos, PE	X
Fund Source: N/A		
Timeline: Immediate		

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

SUMMARY STATEMENT:

Ichijo USA Co., LTD (“Developer”) has submitted an application for a 40-lot preliminary plat named NB40. The site is located along SE 140th Street situated just east of the Wood River neighborhood. The parcels are currently unaddressed (see attached vicinity map).

Before the final plat can be recorded, the Developer is required to construct certain infrastructure improvements including extensions of the City’s sewer, stormwater, and street systems. Per Chapter 19.01.200 of the North Bend Municipal Code, the Developer must enter into a Developer Extension Agreement (“DEA”) with the City to design and construct these improvements, post the necessary bonds, and pay for all City expenses related to the review, inspection, and administration of the DEA.

Infrastructure improvements will include:

- Construction of approximately 4,201 ± lineal feet (0.80 mile) of 8-inch sewer mains.
- Construction of approximately 5,215± lineal feet (1 mile) of stormwater mains, and 6,556± square feet of stormwater infiltration vaults.
- Construction of approximately 4,590± lineal feet (0.86 mile) of public street improvements which include new sidewalks, curb and gutter, asphalt and/or concrete surfacing, street trees, streetlights, and street signage within both the existing and future right-of-way.

A DEA has been prepared, reviewed by the City Attorney, and reviewed by the Developer.

Once the improvements are constructed, a Bill of Sale will be executed by the Developer to transfer ownership and maintenance of the improvements to the City.

APPLICABLE BRAND GUIDELINES: City Design Standards

COMMITTEE REVIEW AND RECOMMENDATION: The DEA was brought up during the Transportation and Public Works Committee meeting on June 25, 2024, and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: MOTION to approve AB24-063, a resolution authorizing a Developer Extension Agreement with Ichijo USA Co., LTD for the NB40 40-lot Preliminary Plat.

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
July 16, 2024		

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE AND ADMINISTER A DEVELOPER
EXTENSION AGREEMENT AND RELATED CONTRACT
DOCUMENTS WITH ICHIJO USA CO., LTD FOR THE
NB40 40-LOT PRELIMINARY PLAT**

WHEREAS, Ichijo USA Co., LLC submitted an application to the City of North Bend (“City”) for a 40-lot preliminary plat known as “NB40” located along SE 140th Street, North Bend, Washington, situated just east of the Wood River neighborhood; and

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

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

WHEREAS, following construction of the sewer, stormwater and street system improvements, a Bill of Sale shall be executed by Ichijo USA Co., LLC to transfer ownership and maintenance of the improvements;

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

Section 1. The Mayor is authorized to execute and administer the Developer Extension Agreement and related contract documents, generally in the form as attached hereto as Exhibit A, with Ichijo USA Co., LLC related to the construction of sewer, stormwater and street system extension improvements for the 40-lot preliminary plat known as “NB40.”

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

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

DEVELOPER EXTENSION AGREEMENT CONTRACT DOCUMENTS

**NB40
Ichijo USA Co., LTD
Sewer, Stormwater, and Street**

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

MAYOR: Mary Miller

City Council

Brenden Elwood
Alan Gothelf
Christina Rustik
Mark Joselyn

Heather Koellen
Suzan Torguson
Errol Tremolada

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

City Staff

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

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

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

PROJECT TITLE: NB40 Subdivision
DATE: 5/28/2024
DEVELOPER NAME: Ichijo USA Co., LTD
MAILING ADDRESS: 1406 140th Place NE, Suite 104, Bellevue WA 98007
PHONE: 206-234-8115
CONTACT: Kanon Kupferer

Owner:

Name: Ichijo USA Co., LTD
Address: 1406 140th Place NE, Suite 104, Bellevue WA 98007
Phone: 206-234-8115

Developer:

Name: Same as owner
Address:
Phone:

Developer's Agent:

Name: Gina Brooks, Core Design Inc.
Address: 12100 NE 195th Street, Suite 300, Bothell WA 98011
Phone: 425-888-7877

Dates Accomplished:

Sewer: _____
Stormwater: _____
Streets: _____

A. Approval of Agreement

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

B. Required Before Plans are Prepared or Approved

1. Binding Site Plan Map or Site Plan (scale 1"=20') (Developer)
2. Contour map with 2 contour intervals NAVD '88 Datum (scale 1"=20') (Developer) Eight sets of the Extension Construction Plans and 3 copies of Specifications if prepared by Developer's Engineer (Developer)

C. Required Before Construction by Developer

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

D. Required Before Construction Begins

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

E. Required Before any Service is Connected

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

F. To Be Done Prior to Warranty Expiration

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

**AGREEMENT TO CONSTRUCT EXTENSION TO
SEWER, STORMWATER, AND STREET SYSTEMS**

Ichijo USA Co., LTD a Washington Corporation (the "Developer"), hereby enters into this Agreement to Construct Extension to Sewer, Stormwater, and Street Systems (the "Agreement") with the City of North Bend, a municipal corporation of the state of Washington ("City"), for permission to construct and install certain sewer mains, and appurtenances or other sewer system improvements, stormwater mains, and appurtenances or other stormwater system improvements, and/or street improvements or extensions in the public right-of-way and/or on private property in connection with the NB40 Subdivision (the "Extensions"), and to connect the same to the City's sewer, stormwater, and street systems.

1. GENERAL

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

2. LOCATION OF EXTENSIONS

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

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

3. DESCRIPTION OF EXTENSION

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

- A. Sewer Extension: Approximately $4,201\pm$ linear feet of 8-inch sewer mains and other applicable sewer system facilities and appurtenances located within the Property and within the existing public right-of-way.
- B. Stormwater Extension: Approximately $5,215\pm$ linear feet of 8 to 24-inch stormwater mains, $6,556\pm$ square feet of infiltration vaults, and other applicable stormwater system facilities and appurtenances located within the Property and within the existing public right-of-way.
- C. Street Extension: Approximately $4,590\pm$ lineal feet of public street improvements along Road A, Road B, SE 137th Street, and SE 140th Street as shown on the NB40 Updated Preliminary Plat Plan Set, Public Hearing Exhibit Number 02, installation of new sidewalks, curbs, gutters, asphalt and/or concrete surfacing, street trees, and pavement marking and striping within the existing public right-of-way.
- D. Modifications to Described Extensions: The City may require that the above-described sewer, stormwater, and street extensions be modified (including changes in design and location) during the preparation of construction plans and specifications as deemed necessary by the City. The construction plans and specifications, when approved by the City, shall be deemed the documents describing the sewer, stormwater, and street extensions to be authorized for construction by Developer under this Agreement.

4. EXTENSION FEES, DEPOSITS, AND CHARGES

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

A. City Administrative Services

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

B. City Basic Engineering Review

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

C. City Construction Engineering Services

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

sale, and preparation of a final recommendation of acceptance of the completed Extensions.

8. Revision of plans to conform to construction records.

D. Reimbursement for City's Legal Services

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

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

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

F. Other Costs

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

G. Connection Charges and Reimbursement Amount

1. *Connection Charges*

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

2. *Reimbursement Amount*

Where Developer's Property is served in whole or in part by an existing extension constructed by others and transferred to the City, and a reimbursement agreement was in effect at the time Developer submitted its development application, Developer shall pay a reimbursement to the City representing the fair and equitable share of the existing extension to which all or a portion of Developer's Property may be connected.

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

3. *Service Charges*

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

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

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

6. **PAYMENT OF FEES AND CHARGES**

A. Developer Deposit

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

remitted, the City may suspend processing until payment is made, and/or may terminate the Memorandum of Understanding and require the deposit of the full estimated amount of Processing Costs.

B. Connection Charge and Reimbursement Estimate

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

7. ENGINEERING PLAN APPROVAL

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

8. INSURANCE AND INDEMNIFICATION

A. Indemnification

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

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

B. Insurance Requirements Developer shall procure and maintain insurance covering commercial general liability and injury and property damage to the City and to third parties in connection with the performance of this Agreement hereunder by the Developer, its agents, representatives, employees, or subcontractors, in which the City and the City's Engineer shall be named additional insureds. Such insurance shall be

maintained without interruption from commencement of construction of the Extensions through thirty (30) days after the completion of the Extensions. Developer's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit Developer's liability to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Before beginning construction of the Extensions, Developer shall furnish the City with original certificates of insurance and a copy of the amendatory endorsements, including but not limited to the additional insured endorsements, evidencing these insurance requirements have been satisfied. A copy of the certificates of insurance shall be included with the final Contract Documents. This insurance shall be deemed primary coverage as to the City, with any insurance carried by the City classified as additional coverage and shall not contribute with the Developer's insurance. The insurance policies shall contain a "cross liability" provision.

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

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

contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.

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

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

9. SURETY

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

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

Developer may provide the City with a cash deposit in lieu of the performance bond required herein. No construction shall be commenced until the cash deposit is accepted by the City. This cash deposit shall be conditioned and held subject to the same terms as the Performance Bond, and will be refunded to Developer upon satisfactory completion of the Extensions and connection of the Extensions to the existing system; provided, that in the event pre-existing City facilities have not been repaired or restored as required by

this Agreement, the City may, in addition to any other rights it may have, retain the total amount of the cash deposit as liquidated damages or such portion of said deposit as may be necessary to defray such costs.

10. EASEMENTS

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

11. PERMITS

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

12. CONNECTION TO THE CITY'S SYSTEM

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

13. CONDITION PRECEDENT

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

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

14. FINAL ACCEPTANCE

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

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

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

A. The bill of sale for the Extensions (or portion thereof) shall be provided in the form approved by the City and containing the warranty set forth in Paragraph 23 of the General Conditions for Developer Extensions, entitled "Warranties of Developer." For plans prepared by Developer's engineer, Developer shall also provide the City with as-built record drawings on mylar and on computer disk in AutoCAD format, certified by a licensed professional land surveyor.

B. The maintenance bond shall be provided in the form approved by the City, and shall assure and guarantee Developer's obligations to correct defects in design, labor, and/or materials as provided in this Agreement, and to defend, indemnify and hold harmless the City as provided in this Agreement. The maintenance bond shall continue in force from the date of acceptance and transfer of ownership for a period of two (2) years. The maintenance bond shall be in an amount equal to ten percent (10%) of the cost of said Extensions, or Five Thousand And No/100 Dollars (\$5,000.00), whichever is greater.

15. LIMITATION ON ACCEPTANCE**A. Completion**

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

B. Failure to Commence Construction

In the event Developer, after the receipt of approved construction plans from the City, has not commenced construction within five (5) years of executing this Agreement, and if the City determines, in its absolute discretion, that it is necessary that the Extensions be completed in order that the City can provide sewer, and/or stormwater service and/or street extensions to Developer's Property, then the City may give Developer notice (by certified mail to the addresses shown herein) that construction of the sewer, stormwater, and street improvements must be commenced within sixty (60) calendar days of mailing said

notice. If construction is not commenced within the time specified in said notice, the City may terminate this Agreement by written notice to Developer. In such event, the City shall retain all payments and deposits made by Developer to the City and the City may, at its discretion, proceed with construction of the sewer, stormwater, and/or street improvements by utilizing the Performance Bond or Construction Cash Deposit.

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

C. Failure to Complete Construction

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

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

16. WARRANTY OF AUTHORITY

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

17. ENFORCEMENT; ATTORNEYS' FEES

The parties agree to resolve disputes under this Agreement by binding arbitration as provided in Section 28 of the General Conditions, and further acknowledge and agree that by submitting to the alternative dispute resolution process, they intend to surrender their right to have any dispute decided in a court of law by judge or jury. In the event that this Agreement is referred or placed into the hands of attorneys for enforcement of any portion, or if binding arbitration is instituted with respect to a dispute under this

Agreement, then the prevailing party shall be paid its reasonable attorneys' fees and expert witness fees, costs, and all other reasonable expenses in connection therewith.

18. SUCCESSORS AND ASSIGNS

All of the provisions contained in this Agreement shall be binding upon the heirs, successors, executors, administrators, receivers, trustees, legal representatives, transferees, and assigns of the Developer; and all privileges as well as any obligations and liabilities of the Developer shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Developer is named herein.

19. INDEPENDENT STATUS OF DEVELOPER:

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

SIGNED this ____ day of _____, 2024.

Developer: _____

By: _____

CITY OF NORTH BEND, King County, Washington

By: _____

Mary Miller, Mayor

EXHIBIT A

Legal Description

EXHIBIT A

LEGAL DESCRIPTION

FOR APN/PARCEL ID(S): 132308-9035-00

PARCEL A:

LOT A, AS DELINEATED IN KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L06L0109, RECORDED IN VOLUME 218 OF SURVEYS, PAGES 222 AND 223 UNDER RECORDING NO. 20070208900005, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

FOR APN/PARCEL ID(S): 554756-0290-01

PARCEL B:

TRACT E, MINER'S RIDGE DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 269 OF PLATS, PAGES 29 THROUGH 36, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

FOR APN/PARCEL ID(S): 132308-9037-08

PARCEL C:

THE WEST 100 FEET OF THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 13,

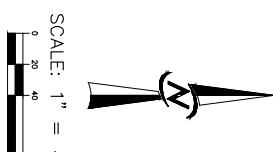
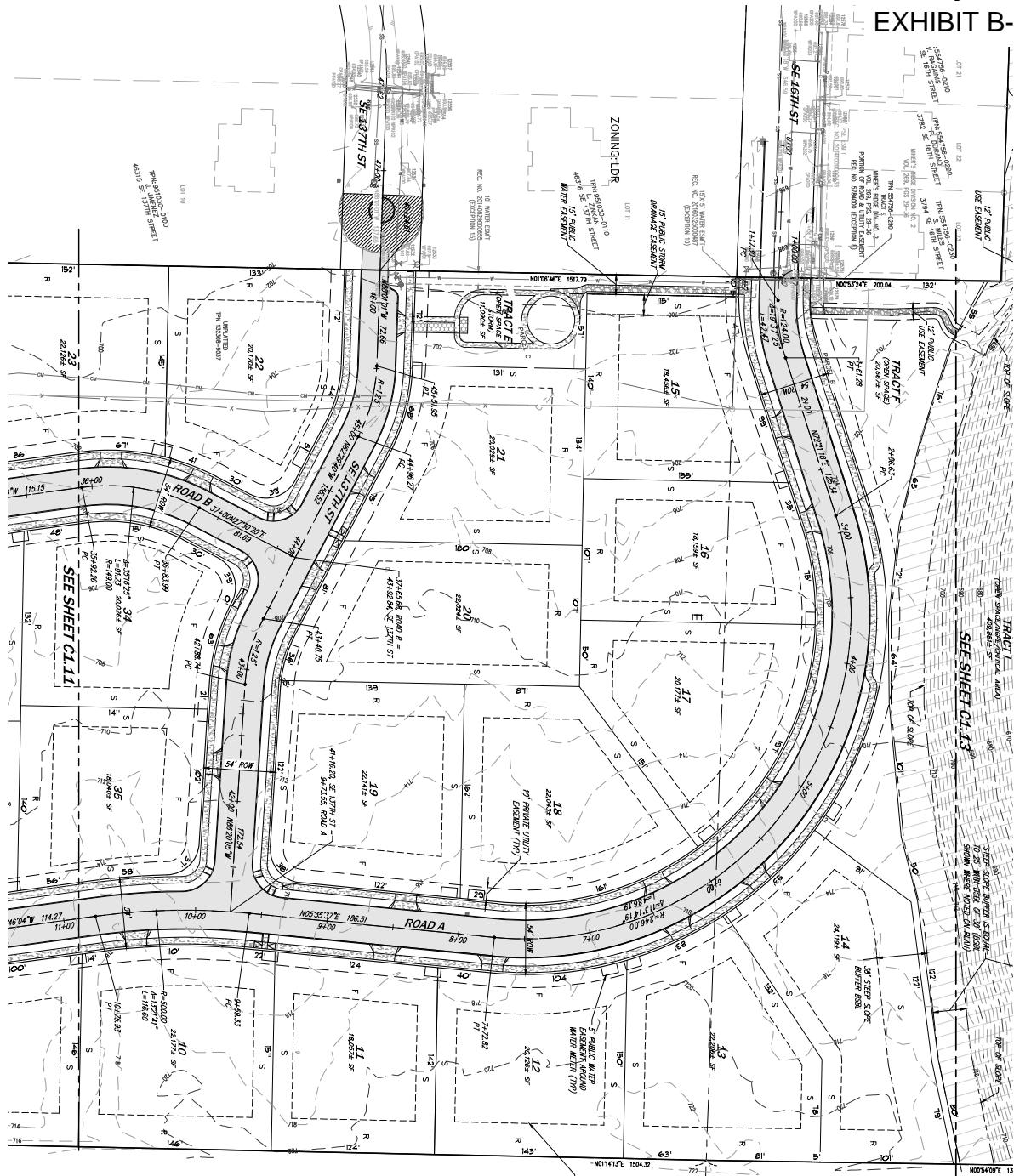
TOWNSHIP 23 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF THE NORTHERLY LINE OF THE CAVANAUGH MIDDLE FORK ROAD.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

Preliminary Plat / Site Plan

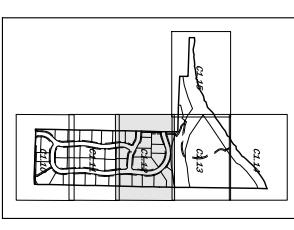
EXHIBIT B-3



LEGEND

RIGHT-OF-WAY
EXISTING LOT LINES
PROPOSED LOT LINES
EXISTING EASEMENT LINES
PROPOSED EASEMENT LINES
STRAIGHT LINES
CENTER LINE
PROPOSED CENTER LINE
CRITICAL ARCH

KEYMAP



KC ZONING: RA-5

VERTICAL DATUM

MAP & GROSS ELEV

ORIGINATING BENCHMARK

PROJECT BENCHMARKS

BUILDING SETBACK LEGEND

TRACT OWNERSHIP

ALL TRACTS ARE PRIVATELY OWNED.

DRAWING SETBACKS

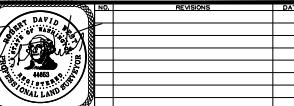
F = 30' FRONT ROW

S = 25' REAR ROW

5' SIDE ROW

15' SIDE ROW

ELEV = 46.80'

HORIZONTAL CONTROL PLAN
NB40

ICHUO USA CO., LTD

1406 140TH PL NE, SUITE 104
BELLEVUE, WA 98007CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
PLANNING SURVEYING

12100 NE 195th St, Suite 800, Bothell, Washington 98011 425.885.7877



UNDERGROUND LOCATOR SERVICE

CALL BEFORE YOU DIG

1-800-424-5255 (811)

DODGE CITY, KS



City of North Bend Performance and Maintenance Bond Agreement

RE: North Bend Permit No.: _____

Applicant: _____

Project Address: _____

Estimated Cost of Completed Project: _____

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

RECITALS

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

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

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

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

Performance

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

Maintenance

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

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

- Performance Bond
- Maintenance Bond

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

TERMS OF AGREEMENT

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

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

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

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

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

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

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

4. Terms - Maintenance Bond.

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

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

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

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

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

5. General Terms.

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

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. The provisions of this Agreement shall not be construed against either party. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

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

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

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

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

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

City

Developer

Surety

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

CITY OF NORTH BEND

By: _____
Its _____

Institution Notary

STATE OF WASHINGTON
County of _____

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

Dated: _____, 20____

Signature: _____

Name Printed: _____

Title: _____

My appointment expires: _____

Developer Notary

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

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

DATED: _____.

(Signature of Notary Public)

(Printed Name of Notary Public)

Commission Expires: _____

City Notary

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

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

DATED: _____.

(Signature of Notary Public)

(Printed Name of Notary Public)

Commission Expires: _____

WHEN RECORDED RETURN TO:

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

REFERENCE NUMBER OF RELATED DOCUMENTS:

GRANTOR:

GRANTEE: The City of North Bend, Washington

ASSESSOR'S TAX PARCEL/ACCOUNT NUMBER:

ABBREVIATED LEGAL DESCRIPTION:

EASEMENT AGREEMENT

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

1. Recitals.

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

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

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

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

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

4. General Provisions.

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

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

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

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

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

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

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

GRANTOR:

GRANTEE:

DATED this _____ day of _____, 20__.

GRANTOR: _____

GRANTEE: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

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

DATED: _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

Return Address:

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

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Bill of Sale 2. _____
 3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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

1. _____, _____
 2. _____, _____

Additional names on page _____ of document.

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

1. City of North Bend
 2. _____, _____

Additional names on page _____ of document.

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

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number **Assessor Tax # not yet assigned**

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

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

Signature of Requesting Party

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

UPON RECORDING RETURN TO:

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

BILL OF SALE

Reference Numbers of Related Documents: N/A

Grantor:

Grantee: City of North Bend

Legal Description: See Attached

Abbreviated Legal:

Tax Parcel Identification Number:

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

Wastewater Collection System:

Storm Drainage System:

Curbs and Street Paving:

Damage to any improvements in the road prism caused by failure to maintain landscape strips, street trees, sidewalks, street lights and/or associated facilities located outside the road prism shall be reconstructed, removed or replaced by the adjacent landowner.

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

Grantor warrants that the property above described is free from all liens and encumbrances and Grantor will defend, indemnify, and hold harmless Grantee and its successors and assigns against claims and demands of all persons regarding ownership in or rights to the property hereby conveyed.

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

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

GRANTOR:

By: _____
Its: _____

GRANTEE:
City of North Bend

By: _____
Its: _____

Council Packet July 16, 2024

CITY OF NORTH BEND

DEA CONTRACT DOCUMENTS

APPROVED AS TO FORM:

Michael R. Kenyon, City Attorney

STATE OF WASHINGTON))ss
COUNTY OF KING)

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

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

11

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11

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Council Packet July 16, 2024

CITY OF NORTH BEND

DEA CONTRACT DOCUMENTS

STATE OF WASHINGTON))ss
COUNTY OF KING)

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

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

**GENERAL CONDITIONS
FOR EXTENSIONS CONSTRUCTED BY DEVELOPERS**

1. SCOPE

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

2. DEFINITIONS

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

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

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

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

3. PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES

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

4. STATUS OF CITY ENGINEER

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

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

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

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

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

5. INSPECTION AND TESTS

A. Inspection of the work by the City and its authorized agents shall be strictly for the benefit of the City, and nothing contained herein shall be construed to relieve Developer of its obligations under this Agreement.

B. The City Engineer and his/her representatives shall, at all times, have access to the Extensions for the purpose of inspecting and testing, wherever it is in preparation or progress, and Developer shall provide proper facilities for such access and for such inspection and testing.

C. If any work should be covered up without approval or consent of the City Engineer, it must, if required by the City Engineer, be uncovered for inspection at Developer's expense.

D. Re-examination of questioned work may be ordered by the City Engineer; and, if so ordered, the work shall be uncovered by Developer. If such work is found by the City Engineer to be in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work is found not in accordance with the Contract Documents, Developer shall pay such costs.

E. Developer shall make tests of the work as required by the City Engineer at Developer's expense and shall maintain a record of such test.

F. For a performance test to be observed by the City Engineer, Developer shall make whatever preliminary tests are necessary to assure that the materials and/or equipment are in accordance with the Specifications. If, for any reason, the test observed by the City Engineer is unsatisfactory, Developer shall pay all costs incurred by the City Engineer for the inspection and supervision of all further testing.

G. Where work is performed outside of the normal 40-hour work week, Developer shall pay City's additional costs for inspection and supervision, if applicable.

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

6. PLANS AND SPECIFICATIONS ACCESSIBLE

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

7. OWNERSHIP OF DRAWINGS

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

8. MATERIALS AND EQUIPMENT; MATERIALS AND EQUIPMENT LIST

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

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

9. SHOP DRAWINGS

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

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

10. CUTTING AND FITTING

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

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

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

13. SAMPLES

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

14. DETERMINATION OF "OR EQUAL"

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

15. ROYALTIES AND PATENTS

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

16. PAYMENT OF PREVAILING WAGES

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

17. PROTECTION OF WORK AND PROPERTY AND SAFETY

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

18. EXISTING UTILITIES OR OBSTRUCTIONS

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

19. REPLACING IMPROVEMENTS

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

20. SUPERINTENDENCE AND SUPERVISION

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

21. WARRANTIES OF DEVELOPER

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

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

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

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

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

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

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

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

23. **SUBLETTING AND SUBCONTRACTING**

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

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

24. SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS

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

25. LOSS OF MARKERS

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

26. DISPUTE RESOLUTION

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

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

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

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

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

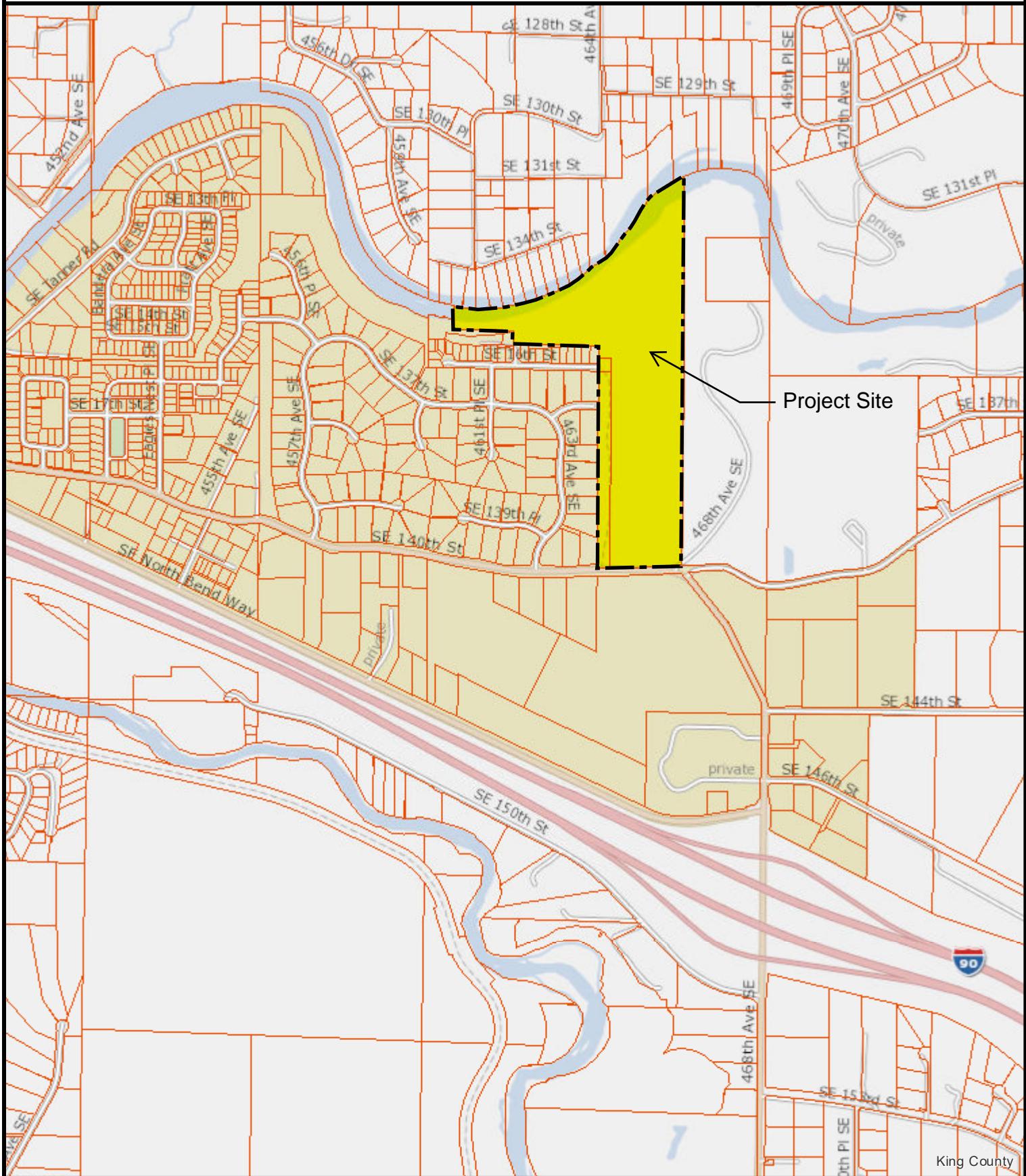
federal or state court having jurisdiction over the parties, even though the decision on the underlying dispute may remain pending. Such relief may be granted by the arbitrator only after notice to and opportunity to be heard by the opposing party, unless the party applying for such relief demonstrated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

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

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

CERTIFICATE(S) OF INSURANCE

Exhibit B - NB40 Vicinity Map



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



King County



City Council Agenda Bill

SUBJECT:	Agenda Date: July 16, 2024	AB24-064
Public Hearing and Ordinance Vacating a Portion of City Right-of-Way of State Highway No. 2	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
Cost Impact: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate		
Attachments: Ordinance, Exhibit A – Legal Description, Exhibit B – Survey Map, Public Notice		

SUMMARY STATEMENT:

The road right-of-way within the City of North Bend (“City”), including portions of SE Cedar Falls Way and adjacent surplus right-of-way (“Subject Property”) were transferred to the City as part of an annexation in 1987. The City has initiated right-of-way (ROW) vacation proceedings for the Subject Property in North Bend as shown on Exhibit B of the attached Ordinance. The City will not be using the land as roadway and it has been zoned as Parks/Open Space or Public Facilities (POSPF). In order to create a legally recognizable land parcel, the ROW should be vacated.

The Washington State Department of Transportation (“WSDOT”) owned the Subject Property and transferred such property to King County pursuant to chapter 47.12 RCW, prior to City annexation. The remaining portion of the WSDOT State Route 90 roadway adjacent to the Subject Property was retained by the State for use as a “Future Park and Ride Lot.” Si View Metropolitan Park District (“Si View”) acquired this park and ride lot from the State in a separate transaction unrelated to this Ordinance.

Si View Metropolitan Park District is interested in the land as part of the development for their administration building. The first step is to create a parcel from the right-of-way, which is the result of this vacation process. Once created as a legal parcel, the City is proposing to exchange the land in consideration of a release of all property owner interest by Si View Metropolitan Park District in Torguson Park, such that the City of North Bend will be the sole owner of Torguson Park. This is a win-win proposition and a benefit to the community.

Pursuant to chapter 35.79 RCW, the City was required to pass a resolution to schedule a public hearing to consider the vacation of the subject right-of-way, which the public hearing shall be held no sooner than 20 days nor later than 60 days from the date of passage of the resolution. On June 4, 2024, the North Bend City Council passed Resolution 2106, setting a hearing date to solicit public input and comments on the proposed vacation of the public right-of-way of Primary State Highway No. 2 or Subject Property. The public hearing notice was published in the Snoqualmie Valley Record on June 21, 2024, and the public hearing will take place during the regular City Council Meeting on Tuesday, July 16, 2024.

Staff recommends moving forward with this Ordinance.

APPLICABLE BRAND GUIDELINES: Variety of recreation opportunities

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their May 28, 2024, and recommended approval and placement on the Main Agenda for discussion.

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB24-064, an ordinance vacating a portion of City Right-of-Way of State Highway No. 2, as a first and final reading.

RECORD OF COUNCIL ACTION

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

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, VACATING A PORTION OF THE
PUBLIC RIGHT-OF-WAY OF STATE HIGHWAY NO. 2;
PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, King County road rights-of-way within the City of North Bend (“City”), including portions of SE Cedar Falls Way and adjacent surplus right-of-way (“Subject Property”) were transferred to the City as part an annexation in 1987; and

WHEREAS, prior to the City annexation, the Washington State Department of Transportation (“WSDOT”) owned the Subject Property and transferred such property to King County pursuant to chapter 47.12 RCW. The remaining portion of the WSDOT State Route 90 roadway adjacent to the Subject Property was retained by the State for use as a “Future Park and Ride Lot.” Si View Metropolitan Park District (“Si View”) acquired this park and ride lot from the State in a separate transaction unrelated to this Ordinance; and

WHEREAS, the City Council initiated the proposed vacation of a segment of the public right-of-way of State Highway No. 2 in North Bend Way, North Bend, Washington (“ROW”), through passage of a Resolution attached to Agenda Bill 24-056 on June 4, 2024; and

WHEREAS, upon passage of Resolution No. 2106, the City gave notice of the time and place fixed for a public hearing regarding the potential ROW vacation in the manner required by state law and to allow public testimony regarding the ROW vacation; and

WHEREAS, the City further mailed a similar notice to the owners or reputed owners of all lots, tracts, or parcels of land or other property abutting the portion of the public ROW sought to be vacated, as such owners or reputed owners are shown on the rolls of the County Treasurer; and

WHEREAS, a public hearing was held on the proposed vacation of said ROW on July 16, 2024; and

WHEREAS, the City Council finds there are sufficient grounds for the proposed vacation and that said portions of City ROW are not needed for any public purpose, and that vacation thereof would be in the public interest; and

WHEREAS, the City Council finds that there is sufficient consideration to dedicate the legal parcel to Si View, a public entity, because the property previously belonged to King County and in exchange Si View will agree to release all property ownership interest in

Torguson Park located within North Bend such that the City of North Bend will be the sole owner of Torguson Park;

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

Section 1. Street Vacation and Reservation of Easements: The following described portions of City right-of-way legally described in Exhibit A attached hereto and as shown on the survey marked Exhibit B attached hereto are hereby vacated.

A. The existing parcel within the vacated right-of-way shall inure and be owned and maintained by Si View following the effective date of this ordinance and the execution of a quit claim deed. Such a deed shall only be executed after the mutual adoption of the Consolidated Interlocal Agreement between the City of North Bend and Si View Metropolitan Park District - 2024 and shall be delivered in accordance with RCW 35.79.040.

Section 2. Recording With County Auditor: Pursuant to RCW 35.79.030, the City Clerk or her designee is hereby requested to deliver and have recorded with the King County Auditor a certified copy of this ordinance and the quit claim deed after their execution.

Section 3. Mayor Authorized to Administer and Execute Required Transaction Documents: The City Council hereby authorizes the Mayor or Mayor's designee to administer and execute all required transaction documents to legally create the parcel described in Section 1 of this ordinance, to authorize the quit claim deed following the legal creation of the parcel, and to take all necessary administrative measures to assign the parcel ownership to Si View following execution of a quit claim deed. Such a deed shall only be executed upon the mutual adoption of the Consolidated Interlocal Agreement between the City of North Bend and Si View Metropolitan Park District - 2024.

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

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

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

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk

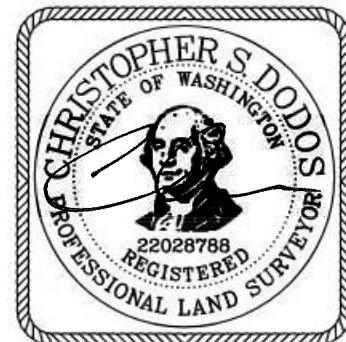
EXHIBIT "A"

PRIMARY STATE HIGHWAY NO. 2 (STATE ROUTE 90) RIGHT-OF-WAY VACATION

THAT PORTION OF THE PRIMARY STATE HIGHWAY NO. 2 RIGHT-OF-WAY LYING WEST OF THE WESTERLY RIGHT-OF WAY MARGIN OF SOUTHEAST CEDAR FALLS WAY, EAST OF THE EASTERLY RIGHT-OF-WAY MARGIN OF 419TH PLACE SOUTHEAST, AND NORTH OF THAT **PROPERTY** DESCRIBED IN QUIT CLAIM DEED DATED JUNE 24, 2020 AND RECORDED UNDER RECORDING NUMBER 20200721000298, RECORDS OF KING COUNTY.

EXCEPT THE NORTHWESTERLY 30.00 FEET THEREOF AS MEASURED AT A RIGHT ANGLE FROM THE EASTERLY RIGHT-OF-WAY MARGIN OF 419TH PLACE SOUTHEAST.

CONTAINING 48,384 SQUARE FEET, OR 1.11 ACRES MORE OR LESS.



10/23/2023

"PROPERTY" DESCRIPTION

PER QUIT CLAIM DEED, DATED JUNE 24, 2020, RECORDING NUMBER 20200721000298:

THAT PORTION OF THAT PROPERTY ACQUIRED BY WARRANTY DEED DATED JANUARY 17, 1956, RECORDED FEBRUARY 10, 1956 UNDER RECORDING NO. 4663114 AND WARRANTY DEED DATED FEBRUARY 6, 1956, RECORDED MARCH 1, 1956 UNDER RECORDING NO. 4668528, RECORDS OF KING COUNTY, WASHINGTON, BEING IN SECTIONS 9 AND 10, TOWNSHIP 23 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) EX EB 142+70 ON THE EXISTING SR 90 EAST BOUND LINE SURVEY OF SR 90, ECHO LAKE TO TANNER AND 40 FEET SOUTHWESTERLY THEREFROM; THENCE NORTHWESTERLY, PARALLEL WITH SAID LINE SURVEY TO A POINT OPPOSITE HES EX EB 132+02.53 THEREON; THENCE NORTH 46°49'38" WEST A DISTANCE OF 407.38 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5750 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE

LEFT A DISTANCE OF 430.15 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY OF SAID RECORDING NO. 4663114 AND THE TERMINUS OF SAID LINE DESCRIPTION.

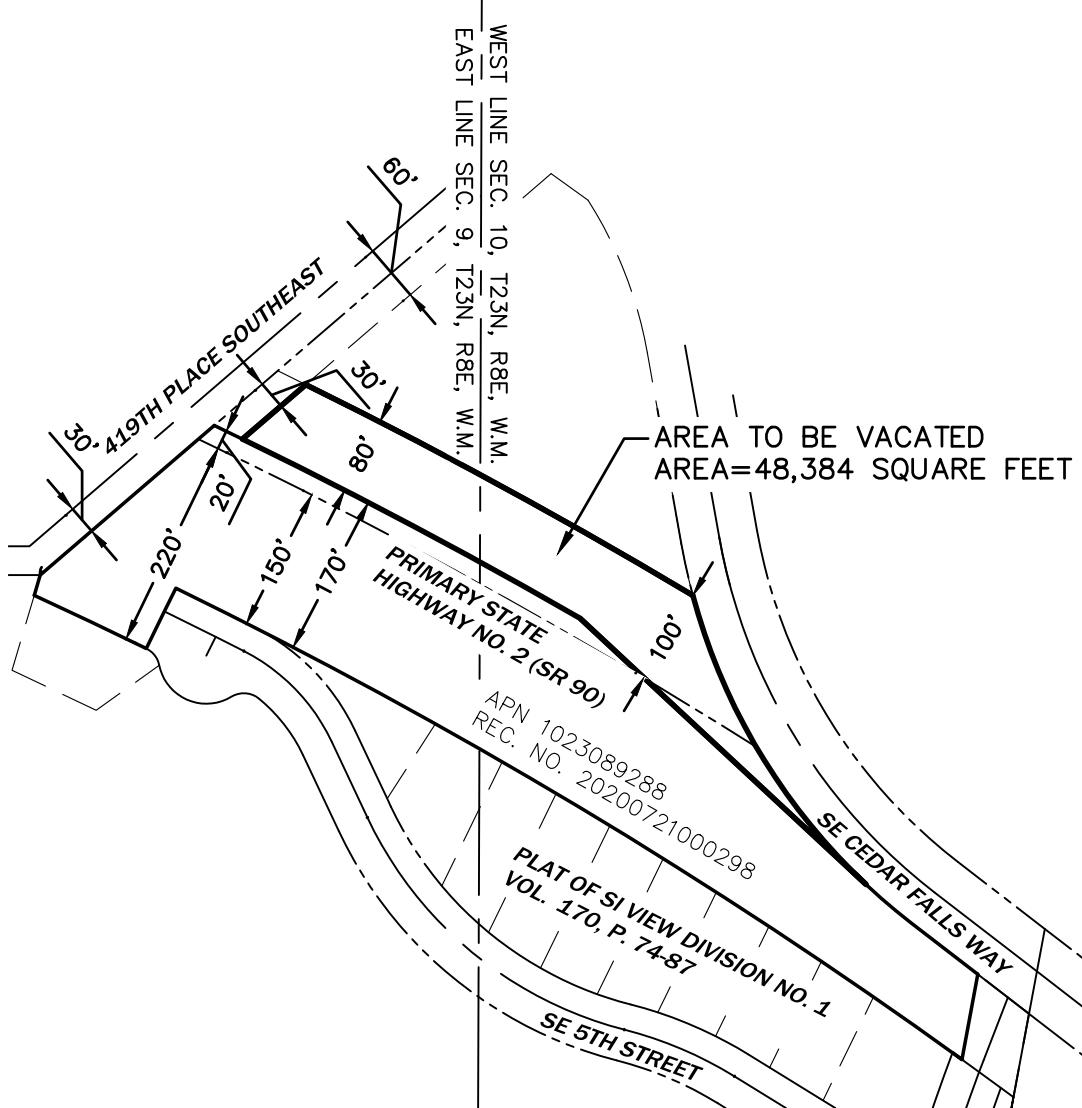
SUBJECT TO AN EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SI VIEW ASSOCIATES AND MOUNTAIN VIEW ASSOCIATES, BY INSTRUMENT DATED OCTOBER 2, 1992, RECORDED OCTOBER 12, 1992 UNDER RECORDING NO. 9210121681, RECORDS OF KING COUNTY, WASHINGTON.

SUBJECT TO AN EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO LOZIER HOMES CORPORATION, CHATEAU DEVELOPMENT, INC., SI VIEW ASSOCIATES, MOUNTAIN VIEW ASSOCIATES, AND 424TH AVENUE ASSOCIATES, BY INSTRUMENT DATED MARCH 20, 1995, RECORDED MARCH 21, 1995 UNDER RECORDING NO. 9503210683, RECORDS OF KING COUNTY, WASHINGTON.

THE SPECIFIC DETAILS CONCERNING ALL OF WHICH MAY BE FOUND ON SHEETS 21 AND 22 OF 24 OF THAT CERTAIN PLAN ENTITLED SR 90, ECHO LAKE INTERCHANGE TO TANNER, BEARING DATE OF APPROVAL JUNE 18, 1971, REVISED OCTOBER 10, 2017 AND SHEET 7 OF 8 SHEETS OF THAT CERTAIN PLAN ENTITLED SR 90 (PRIMARY STATE HIGHWAY NO. 2), NORTH BEND TO TANNER, BEARING DATE OF APPROVAL JULY 19, 1955, REVISED OCTOBER 10, 2017, ALL OF WHICH ARE NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON.

SUBJECT TO ALL EXISTING ENCUMBERANCES, INCLUDING EASEMENTS RESTRICTIONS AND RESERVATIONS, IF ANY.

EXHIBIT "B"



1"=200'

JOB NO. 2220703.50

7/17/23

PRIMARY STATE HWY NO. 2 VACATION

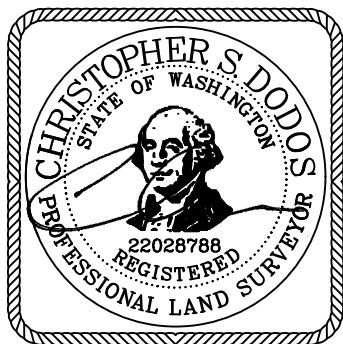
LEGAL BY: CD EXHIBIT BY: CD

NE 1/4, SE 1/4, S09, T23N, R8E

NW 1/4, SW 1/4, S10, T23N, R8E

w: \sdskpro\2022\2220703\2220703-vacation.dwg

10/23/2023



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION
OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT
BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE
LEGAL DESCRIPTION SHALL PREVAIL.

2215 North 30th Street,

Suite 200,

Tacoma, WA 98403

253.383.2422 TEL

253.383.2572 FAX



**LEGAL NOTICE
CITY OF NORTH BEND
King County, Washington**

**NOTICE OF PUBLIC HEARING
VACATION OF RIGHT OF WAY**

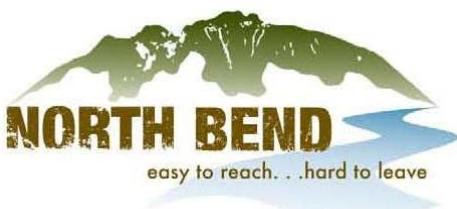
NOTICE IS HEREBY GIVEN that on June 4, 2024 the North Bend City Council passed Resolution 2106, setting a hearing date to solicit public input and comments on the proposed vacation of a portion of the public right-of-way of State Highway No. 2 in North Bend Way. The public hearing will take place during a Regular City Council Meeting on Tuesday, July 16, 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 City Clerk at 920 SE Cedar Falls Way, North Bend, WA, 98045, or by e-mail to: soppedar@northbendwa.gov prior to 5:00 p.m., Tuesday, July 16, 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 July 11, 2024, on the City website calendar item for the [July 16, 2024 City Council meeting](#).

For additional information please contact Community and Economic Development Director Rebecca Deming at (425) 888-5633 or planning@northbendwa.gov.

Posted: June 21, 2024

Published in the Snoqualmie Valley Record: June 21, 2024



City Council Agenda Bill

SUBJECT:	Agenda Date: July 16, 2024	AB24-065
Resolution Authorizing Adoption of the Franchise Utilities Element Update for the 2024 North Bend Comprehensive Plan	Department/Committee/Individual Mayor Mary Miller City Administrator – David Miller City Attorney – Kendra Rosenberg City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm & Econ Development – Rebecca Deming Finance – Martin Chaw Public Works – Mark Rigos, P.E.	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		
Attachments: Resolution, Exhibit A - Draft Element (clean version), Staff Report and Planning Commission Recommendation containing Redline Version of PC Recommendation and Comments Received, Exhibit showing CED Committee redline edits to Natural Gas Section on p. 7 of draft Element		
SUMMARY STATEMENT:		
As a part of the major 2024 update to the North Bend Comprehensive Plan, staff prepared amendments to the Utilities Element, including renaming it the <i>Franchise</i> Utilities Element for better clarification of its purpose and subject. Amendments include updates to service and facility information from franchise utility providers operating within the City (including electricity, gas, solid waste and recycling, and telecommunications providers), and updates to policies addressing the provision of franchise utilities consistent with comments received from Puget Sound Energy and the Washington Department of Fish and Wildlife. Amendments are also provided following CED Committee review and recommendation.		
The Planning Commission reviewed the amendments at its April 3 and April 17, 2024 meetings, including holding a public hearing on April 3, 2024. The Planning Commission provided a recommendation to approve the amendments to the Franchise Utilities Element on April 17, 2024.		
A clean version of the draft Element is attached with the Resolution. The Planning Commission Staff Report also provides a redline version showing amendments and comments that constituted the Planning Commission's recommendation, together with public comments received.		
City staff recommends approval of the update to the Franchise Utilities Element with the condition that SEPA environmental review will be completed together with the remainder of the 2024 Comprehensive Plan Update prior to formal adoption of the 2024 Comprehensive Plan by the City Council, which will incorporate this Element.		
APPLICABLE BRAND GUIDELINES: Sustainably managed growth, consistent delivery of quality basic services, and commitment to invest in the City and foster community engagement and pride.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the May 21, 2024 Community and Economic Development (CED) Committee meeting and was recommended for approval and placement on the Main Agenda. At the June 4 th Council meeting, Council remanded the draft back to the CED Committee for further discussion. At the June 18 th CED Committee meeting, the CED Committee reviewed draft redline edits to the Natural Gas Section and recommended approval of the Franchise Utilities Element with these additional edits, which are shown as the last attachment to this Agenda Bill.		

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB24-065, a resolution authorizing adoption of the update for the Franchise Utilities Element for the 2024 North Bend Comprehensive Plan.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 4, 2024	AB24-055 - Remanded to Committee	6-0
July 16, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING ADOPTION OF THE FRANCHISE UTILITIES ELEMENT UPDATE FOR THE 2024 NORTH BEND COMPREHENSIVE PLAN

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

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

WHEREAS, the City has prepared proposed amendments to the Franchise Utilities Element; and

WHEREAS, a public hearing on the proposed amendments to the Franchise Utilities Element was held before the Planning Commission on April 3, 2024; and

WHEREAS, the Planning Commission provided a recommendation to approve the amendments to the Franchise Utilities Element at its April 17, 2024 meeting; and

WHEREAS, in accordance with WAC 365-196-630, a *Notification of Intention to Adopt Comprehensive Plan Amendments* was sent to the State of Washington Department of Commerce and to other State agencies on March 19, 2024, for a required 60-day review period; and

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

WHEREAS, the public process for the proposed amendments provided for early and continuous public participation opportunities including posting the draft amendments on the City of North Bend Website for public review, correspondence with multiple outside agencies for input on the amendments, and meetings before the Planning Commission, including a public hearing; and

WHEREAS, the amendments have been prepared in compliance with applicable City policy and State laws;

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

Section 1. Approval of Proposed Amendments: The City Council approves the proposed amendments to the Franchise Utilities Element, attached hereto as Exhibit A.

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

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

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

CHAPTER 5: FRANCHISE UTILITIES ELEMENT

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CHAPTER 5: FRANCHISE UTILITIES ELEMENT



INTRODUCTION

The Growth Management Act defines electricity, gas, telecommunications, and cable as utilities. It defines water and sewer systems separately as public facilities. Plans for water supply and sewer are found as separate elements of the Comprehensive Plan. Transportation and circulation-related facilities are addressed in the Transportation Element. The Franchise Utilities Element has been developed in accordance with RCW 36.70A.070 of the Growth Management Act and the King County Countywide Planning Policies. To fulfill the requirements set forth by the Washington Growth Management Act, a utilities element must include the following information:

1. Inventory the general location of existing utilities.
2. Establish the location of proposed utilities.
3. Examine the capacity of existing and proposed utilities.

The Franchise Utilities Element also includes an evaluation of solid waste management in North Bend, focusing on landfill capacity and recycling issues.

King County Countywide Planning Policies (CWPPs) provide local direction to implement the GMA mandate for consideration of utilities needs including, but not limited to electrical, communications and natural gas. Following is a paraphrased listing of the CWPP's with direct applicability to North Bend in 2024. The policy number of each referenced policy is cited. Other CWPP's may be indirectly applicable to North Bend and the CWPP's may be revised in the future. The full list of CWPP's is available on the King County Countywide Planning Policies website at [King County Countywide Planning Policies - King County, Washington](#)

Local jurisdictions are to identify the full range of urban services required as growth occurs and how they plan to provide them, while prioritizing historically underserved areas and addressing disparities , and

avoiding locating urban serving facilities in the Rural Area (PF-1, PF-17). Service providers shall manage resources efficiently through regional coordination, sharing facilities and conserving resources. Aggressive conservation shall be implemented to address the need for adequate supply of electricity (PF-15).

Unlike the Capital Facilities Element, levels of service and concurrency requirements do not apply to private utilities. They are required by state law to provide service to anyone requesting it who has the ability to pay for the extension. The Washington Utilities Transportation Commission (WUTC) requires that privately owned utilities demonstrate that existing rate payers are not subsidizing new customers. Privately owned utilities are not public facilities although they provide a public service. They are required to provide the same level of service to urban and rural customers. The WUTC regulates utility and transportation providers to ensure safe and reliable service to customers at reasonable rates. Most of Washington State's investor-owned gas, electric, water and telecommunications are regulated by the WUTC.

In addition, due to concerns such as the security of facilities and in keeping with competition practices, the specific locations and specific market needs are not identified. Instead, general locations and general capacities are included in this element.

Financing of Utilities

The principle source of revenue for utility capital financing is charges to customers for utility services provided. Such charges include utility rate charges, other customer charges, fees, and charges for the sale of water and energy to other utilities. Revenue from customer charges is used to finance capital projects on a pay-as-you go basis or through the issuance of revenue bonds. For revenue bonds, principal and interest payments are made with revenue from utility customer charges. The State of Washington statutes permit cities to issue unlimited tax (voter-approved) general obligation debt for utility purposes up to a limit of 2.5 percent of a City's assessed valuation.

Provision of Utility Service

This section discusses the provisions of utility service by the City and by private entities. Each utility section includes a discussion of the existing inventory, existing facility capacity, and an assessment of future facilities, although financial information for privately-owned entities is not included in this plan.

ELECTRIC SYSTEM

Description and Inventory

Electricity is provided to North Bend by Puget Sound Energy (PSE) and Tanner Electric Cooperative (TEC). PSE serves the majority of the electricity users within North Bend. PSE and TEC signed a boundary agreement to define their respective service territories in 2013, which are shown within North Bend on Figure 5-1. The City of North Bend and the surrounding area will continue to be served by both PSE and TEC.

Definitions, Abbreviations, and Acronyms

- kV – kiloVolt, a unit of electric potential equal to a thousand volts
- PSE – Puget Sound Energy
- TEC – Tanner Electric Cooperative
- V – Volt, The unit for electric potential

PSE is a large investor-owned utility that provides electric service to customers in eight predominantly Western Washington counties: Island, King, Kitsap, Kittitas, Pierce, Skagit, Thurston and Whatcom. North Bend has a franchise agreement with PSE for use of City rights-of-way for PSE's installation and maintenance of electricity and natural gas lines (Ord. 1795).

Contact PSE – Municipal Liaison Manager Brandon Leyritz:
 Brandon.Leyritz@pse.com
 (425)-417-5925

TEC is a non-profit cooperative, or small utility, serving the electrical needs of its members. TEC serves members in the Ames Lake area of King County and Anderson Island in Pierce County in addition to its service in and around North Bend.

North Bend has a franchise agreement with TEC for use of City rights-of-way for TEC's installation and maintenance of electricity lines (Ord. 1757).

Contact Tanner Electric:
<https://www.tannerelectric.coop>
 (425) 888-0623

TEC operates its own power substation just west of North Bend. The North Bend substation is a 12kV system and has a capacity of 50MVA (60MVA during winter peaks). The 115 kV transmission line serving the substation is owned by the Bonneville Power Administration and connected to the Puget Sound Energy transmission system in the Snoqualmie Ridge area. The areas served by TEC inside the city limits of North Bend are almost exclusively fed by underground circuits including the outlet mall, Forster Woods, Rock Creek Apartments and the south fork area.

The North Bend / Snoqualmie electrical sub-area is located east of Preston and between the Cedar River Watershed and the Tolt River Watershed. It includes the Fall City area, but not Carnation or Duvall. Within the sub-area, there are five hydroelectric developments. The generating plants within this area include the Snoqualmie Falls (owned by PSE), Cedar Falls (owned by Seattle City Light), and Weeks Falls, Twin Falls, and Black Creek (owned by independent power producers). Four distribution substations are located in the North Bend / Snoqualmie sub-area.

Existing Service

Power plants throughout the region generate electricity that is then delivered via the electrical grid to customers through transmission and distribution power lines. Electricity can be generated from all different sources and sizes. They are all joined together to create what is called a

Chapter 5 – Franchise Utilities Element
 Adopted - Ordinance

BONNEVILLE POWER

Puget Sound Energy and Tanner Electric are customers of Bonneville Power Administration (BPA). BPA is a federal nonprofit agency based in the Pacific Northwest. It is self-funded and covers its costs by selling its products and services. BPA markets wholesale electrical power from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other nonfederal power plants. The dams are operated by the U.S. Army Corps of Engineers and the Bureau of Reclamation. About 1/3 of the electric power used in the Northwest comes from BPA.

Page 4 of 15
 Northwest comes from BPA.

“Fuel Mix.” This mix is specific to each utility, but in Washington, generally consists of large and small hydroelectric, nuclear, and renewables. High-voltage transmission lines carry large scale electricity over long distances from generating plants to local distribution substations. Distribution substations then reduce voltage through transformers from (in the case of the North Bend/Snoqualmie sub-area) 115 kV to 12 kV, which is PSE and TEC’s standard distribution voltage. From the distribution substations, 12 kV feeders distribute the power to the individual customers.

On a more local level, household solar/wind and residential hydro can also provide some generation. In these cases, power not utilized by the homeowner is put back on the distribution system and utilized by neighboring users. System capacity is planned for based on existing and projected use. In residential areas, which is the predominate user in North Bend, winter outage scenarios usually determine when new distribution capacity improvements are needed.

PSE and TEC are powered by two separate substations with their own dedicated 115kV transmission lines. From these substations, each respective utility powers their individual customers via both overhead and underground distribution power lines.

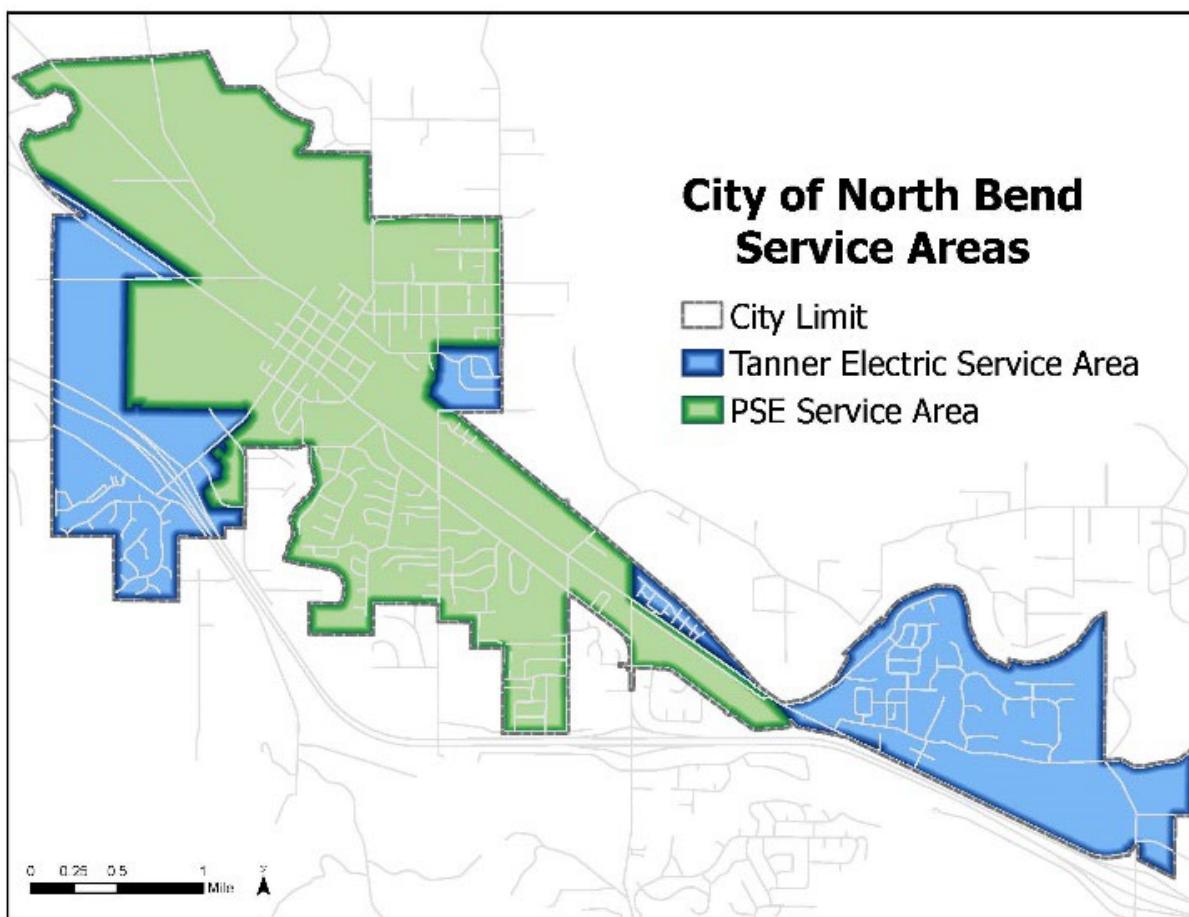


Figure 5-1

Future Demand

The forecasted load for the next 30 years will require systems improvements which are listed in this section as construction projects that are in progress, or as plans for the future. A project is considered in progress if specific site selection, preliminary engineering, permitting, or construction activities are currently underway.

New projects can be developed in the future at any time due to:

- new or replacement of existing facilities to increase capacity due to new building construction, as well as conversion of existing homes and businesses to other preferred fuel types;
- the need for replacement to facilitate improved maintenance of facilities;
- replacement or relocation of facilities due to municipal and state projects; and
- system upgrades required to accommodate third party interconnection of transmission or generation facilities.

Other system improvements may be needed within a 30 year horizon to serve forecasted load. PSE has two major substation projects planned in the 10 year horizon in the North Bend/Snoqualmie area. One near-term substation improvement project is anticipated to expand and upgrade PSE's existing North Bend substation to enable improved transmission connections. This will provide reliability improvements to customers served by the North Bend substation.

The other near-term substation improvement project is planned to expand PSE's existing Snoqualmie Switching Station to enable interconnection of a proposed small hydro project.

There are three possible long-range issues that need to be addressed in order to best serve the growth in the Snoqualmie/North Bend area:

1. Existing 115 kV transmission lines may become inadequate to serve the projected load increases in the area;
2. the lack of capacity to get power into the area when local generation may become inadequate to serve the local load; and
3. the existing substations may become insufficient to supply adequate 115-12 kV substation transformer capacity.

Construction projects in progress / Plans for the future/Recently Completed

Middle Fork Substation and 115kV Transmission Line

In 2020-2021, TEC completed the installation of a new 115kV Transmission Line through the existing utility corridor along the Snoqualmie Valley Trail. This transmission line runs to a new substation location along North Bend Way. TEC's Middle Fork Substation is to be built in 2024-2026 in order to better serve future growth on the East side of town as well as provide power supply redundancy for all TEC members.

Additional Small Hydro

There are numerous proposals for small hydroelectric generation plants in the North Bend/Snoqualmie area. Most of these are located on the North Fork of the Snoqualmie River and its tributaries, including Hancock Creek and Calligan Creek. In addition, there are possibilities for others along the Middle Fork and the South Fork of the Snoqualmie River. Puget Sound Energy may need to construct facilities to interconnect these generation plants to the electric transmission system. A possible interconnection

substation to integrate new generation would be a Reinig Switching Station located near the Snoqualmie-Cedar Falls line to connect the existing system to new generation with a new 115 kV line.

Transmission Line Rebuild

The Cedar Falls-Snoqualmie 115 kV line contains low capacity wires. At some point this line will need to be rebuilt.

Rattlesnake-Lake Tradition 230 kV Line

The Rattlesnake-Lake Tradition transmission line is a planned new 230 kV line, which would connect the existing cross-Cascades transmission line near Rattlesnake Lake southeast of North Bend to the existing Lake Tradition substation near Issaquah. This line would allow power generation in Eastern Washington to be supplied to King County as well as strengthen the power system in the North Bend area and the rest of King County.

Lantern Substation and 115 kV Transmission Line

The planned Lantern substation, located south of North Bend at a site to be determined in the future, would provide electric power to customers in the Southeast North Bend area. This would provide a possible interconnection point for existing and future transmission lines to improve reliability and capacity in the North Bend area.

Future Distribution Substations

At present, the timing of future distribution substations cannot be determined due to the uncertainty of load growth in this area, an island of urban development in a rural area. It is likely that the Snoqualmie/North Bend area may need an additional substation or an additional transformer in an existing substation in the near future.

Definitions, Abbreviations, and Acronyms

- Btu – British thermal unit, One Btu is the heat required to raise the temperature of one pound of water by one degree Fahrenheit.
- cf – Cubic feet
- Mcf – equals the volume of 1,000 cubic feet of natural gas.
- Natural Gas is a fossil fuel formed when layers of buried plants, gases, and animals are exposed to intense heat and pressure over thousands of years. The energy that the plants originally obtained from the sun is stored in the form of chemical bonds in natural gas.
- psig – pounds per square inch gauge measures a unit of pressure. Psig indicates that the pressure is relative to atmospheric pressure, opposed to psia (absolute) which is relative to a vacuum.
- PSE – Puget Sound Energy
- Therm – One therm equals 100,000 Btu, or 0.10 MMBtu.
- WUTC – Washington Utilities Transportation Commission

NATURAL GAS

Description & Inventory

Puget Sound Energy is an investor-owned natural gas utility that supplies natural gas to six Western Washington counties: Snohomish, King, Kittitas, Pierce, Thurston, and Lewis. Puget Sound Energy provides natural gas service to customers in six Western Washington counties: Snohomish, King, Kittitas, Pierce, Thurston, and Lewis.

PSE serves natural gas to many customers in North Bend that find that fuel essential for their space and water heat. The UTC requires PSE to maintain and serve natural gas based on demand. Extension of service is based on request and the results of a market analysis to determine if revenues from an extension will offset the cost of construction. PSE will install natural gas service to anyone who requests it.

Natural gas comes from gas wells in the Rocky Mountains and in Canada and is transported through interstate pipelines by Williams Northwest Pipeline to Puget Sound Energy's gate stations.

Supply mains then transport the gas from the gate stations to district regulators where the pressure is reduced to less than 60 psig. The supply mains are made of welded steel pipe that has been coated and is cathodically¹ protected to prevent corrosion. They range in size from 4" to 20".

Distribution mains are fed from the district regulators. They range in size from 1-1/4" to 8" and the pipe material typically is polyethylene (PE) or wrapped steel (STW).

Existing Service

According to the PSE rate department, the average house (using natural gas for both heat and hot water) consumes about 1,000 therms per year. Ten therms equals approximately one "mcf" (thousand cubic feet) of gas so 1,000 therms per house equals approximately 100,000 cubic feet of gas per household per year.

Individual residential service lines are fed by the distribution mains and are typically 5/8" or 1-1/8" in diameter. Individual commercial and industrial service lines are typically 1-1/4", 2" or 4" in diameter.

Future Demands

When planning the size of new gas mains, PSE uses a saturation model, which assumes all new households will use natural gas since 99% of new homes constructed where builders have the choice are using natural gas. PSE forecasts customer additions using a forecast analysis calculation based on PSE's revenue report which is generated by town tax codes established in our Exception Billings Department and based on historical customer counts.

Minimum pressure delivery through distribution pressure mains from a design standard is approximately 15 psig. If design pressures fall below 15 psig, there are several methods of increasing the pressure in the line, including:

1. Looping the distribution and/or supply lines to provide an alternative route for the gas to travel to an area needing additional supply. This method often involves construction of supply mains, district regulators, and distribution mains;
2. Installing mains parallel to existing mains to supplement supply of natural gas to a particular service area; and
3. Replacing/upsizing existing pipelines to increase volume.

New projects can be developed in the future at any time due to:

1. New or replacement of existing facilities due to increase capacity requirements due to new building construction and conversion from alternate fuel;
2. Main replacement to facilitate improved maintenance of facility; and

¹Cathodic Protection (CP) is a technique used to control the corrosion of a metal surface by making it the cathode of an electrochemical cell.

Definitions, Abbreviations, and Acronyms

3. Replacement or relocation of facilities due to municipal and state projects.

PSE makes an effort to coordinate construction work with municipal projects in order to minimize cost and impacts to the surrounding community. Due to franchise agreements, PSE is required to relocate existing facilities when construction projects require upgrades.

TELECOMMUNICATION, CABLE & INTERNET

Telecommunication is a branch of technology that allows communication over a distance by transmission of electrical impulses, electromagnetic waves, or optical pulses, such as telephone, radio, television, or computer network. These services are provided by private firms and are often provided as packages.

Telephone

The local telephone service is provided by CenturyLink/Quantum Fiber, which currently serves North Bend, Fall City, Carnation and surrounding areas. The system consists of a network of copper and fiber optic cables, and other equipment facilities including central office and remote switches that support the fiber and copper infrastructure, which are located throughout the area.

To meet North Bend's future needs, CenturyLink/Quantum Fiber follows the policy of extending its lines to serve customer needs within its territory boundary in accordance with its tariffs as filed under the WUTC. The City has a master use permit with Century Link/Quantum Fiber for use of City rights-of-way for installation and maintenance of their lines.

Contact Quantum Fiber: quantumfiber.com, (833) 250-6306.

Cable Broadband, Television, and Internet

As telecommunication technologies have evolved, convergence of these technologies has occurred, resulting in multiple communication services migrating into consolidated networks. This typically involves the convergence of previously distinct media, such as internet, telephone, video and data communications being transmitted over fiber optic or other infrastructure. Internet and cable services are offered by multiple providers with North Bend, including Comcast/Xfinity, Century Link/Quantum Fiber, T-Mobile Home, and others. Land-line cable television service is offered through Comcast, which has a franchise agreement with the City of North Bend (Ord. 1081) for their use of City rights-of-way for maintenance and operation of their cable network.

- DSL services – digital subscriber line (originally digital subscriber loop) is a family of technologies that are used to provide internet access by transmitting digital data over telephone lines.
- Optical fiber cable is a cable containing one or more optical fibers that are used to carry light. The optical fiber elements are typically individually coated with plastic layers and contained in a protective tube.
- WUTC – Washington Utilities Transportation Commission

CEDAR HILLS LANDFILL

Cedar Hills is the only landfill still operating in King County. King County was able to extend the life of Cedar Hills from the expected closure in 2012 to 2028 (lifespan depends on a variety of factors, including tonnage received). The 2019 Solid Waste Plan recommends exploring a range of emerging technologies for future disposal other than exporting waste to a distant landfill when max capacity is reached at Cedar Hills.

SOLID WASTE & RECYCLING

The King County Comprehensive Solid Waste Management Plan guides solid waste disposal in King County. The current version of this plan was adopted in 2019. The Plan proposes strategies for managing the solid waste over the next six years, with consideration of the next 20 years. This is the first management plan that looks at ways to address climate change. The core mission of the KCCSWMP is to ensure the citizens of the county have access to safe, reliable, efficient, and affordable solid waste handling and disposal services.

Description and Inventory

North Bend, like most cities in King County, has signed an Interlocal Agreement with King County to provide solid waste planning within the City. The terms of the Solid Waste Interlocal agreement are in effect from March 19, 2013 through December 31, 2040. A number of responsibilities are designated to the County and cities in order to implement the King County Solid Waste Management Plan. The plan identifies that cities need to provide for collection of solid waste and ensure the provision of the minimum levels of collection service for recyclables and yard waste. Cities are also directed to implement requirements for new construction to accommodate recycling collection systems such as the following: a procurement policy (a policy favoring the use of recyclable products and materials), variable can rates and a monitoring program. Cities are also asked to enforce City litter control ordinances. The cities are authorized under the plan to regulate and plan for the collection of special waste, to adopt and implement the solid waste plan, and to participate in the Solid Waste Advisory Committee and Regional Policy Committee.

Existing Service

Under the Interlocal Agreement, King County is responsible for solid waste management, planning, and technical assistance to cities. North Bend is responsible for solid waste and recycling collection. Recology is under contract with North Bend for weekly solid waste and curbside recyclable collection, and for every other week, collection of yard debris/compostables for disposal/recycling, as well as for collection of public garbage and recycling from public street receptacles and at city parks and facilities and at certain City-sponsored special events.

Contact Recology: [North Bend – Recology King County](#)
(425) 448-6220.

Toxic and hazardous wastes are disposed of at facilities in South Seattle and Bellevue. Waste collected in North Bend that cannot be recycled is transported by Recology to King County's Factoria Transfer Station in Bellevue. King County then trucks the garbage to the Cedar Hills landfill; this facility received all of the mixed municipal solid waste (MMSW) generated in King County.

Future Demand

The City of North Bend and King County will continue offering service to existing and new residents meeting the standards found in the KCCSWMP.

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Refer to the most recent edition of King County Comprehensive Solid Waste Management Plan for additional information regarding County inventory and policy.

GOALS AND POLICIES

Utility - Goal 1: Provide utilities needed to accommodate growth and development according to adopted plan policies.

Policies:

- U - 1.1 Continue to serve all customers that request utility service in the service area.
- U - 1.2 Maintain the integrity of the utility infrastructure system to provide service to customers as a high priority for utility capital expenditures.
- U - 1.3 Work to ensure communication providers are capable of providing advanced communication services utilizing the most current technology.

Utility - Goal 2: Cooperate with utility suppliers in the development, siting, maintenance, and repair of utilities.

Policies:

- U - 2.1 Provide timely and effective notice to utilities of the construction, maintenance, or repair of streets or other facilities, and coordinate such work with utilities to ensure their needs are met.
- U - 2.2 Require utilities notify the City before utility work is done to discuss the best means to preserve vegetation from utility work.
- U - 2.3 Review utility permits simultaneously with development proposals requesting service.

Utility - Goal 3: Work with citizens, other jurisdictions, and utility providers to ensure cooperation in the siting of utilities and to ensure that reliable and cost effective suppliers of energy are available to meet increasing demands.

Policies:

- U - 3.1 Encourage the multiple uses of corridors for trails, wildlife habitat connectivity, transportation right-of-way and utilities.
- U - 3.2 Encourage the consolidation of utility facilities and communication facilities by prohibiting duplication of electrical substations, above ground electrical transmission lines and communication antenna structures within one mile of another similar facility.
- U - 3.3 Require installation of fiber optic conduit at locations approved by City Engineer when roads are built or substantially reconstructed to facilitate future construction of local area fiber optic communications networks.

U – 3.4 Partner with electrical utility providers to effectively meet rapidly increasing electrical demand as the City and region work to achieve a Clean Energy Transition.

U – 3.5 Support EV charging infrastructure throughout the community in order to support the decarbonization of our transportation sector.

Utility – Goal 4: Ensure the compatibility of and minimize the environmental impacts associated with the siting, development, and operation of utility services and facilities on adjacent properties.

Policies:

U – 4.1 Work with the utilities to eliminate existing overhead power lines in the Urban Growth Area, with an emphasis on the downtown commercial zoning district.

U – 4.2 Develop regulations for siting and landscape requirements for utility meter cabinets, terminal boxes and similar above ground utility features.

U – 4.3 Where feasible, require installation of new power and communication lines to be placed underground to reduce damage from storms and wildfire ignition risks.

U – 4.4 Where feasible, ensure that franchise utility facilities and associated infrastructure projects are located and constructed to avoid or withstand flooding from changing floodplains and associated climate impacts, and avoid to the extent possible critical areas and associated priority habitat areas.

Utility - Goal 5: Promote conservation through cooperative efforts of regulations, programs, and educational literature.

Policies:

U - 5.1 Work with the County and utility suppliers to develop public education and information materials that promote conservation. Work with energy utility providers to promote and support programs designed to decrease load on the grid during times of peak use.

U - 5.2 Handle and dispose of solid waste in ways that minimize pollution and protects the public health.

U - 5.3 Work with the City's solid waste collection agencies to establish cost-effective policies and regulations designed to minimize waste generation and meet King County's adopted waste reduction goals.

U - 5.4 Encourage utility providers to convert to cost effective and environmentally compatible alternative technology and energy sources.

U - 5.5 Require the provision of recycling opportunities in new construction projects.

U - 5.6 Encourage utility providers to develop outage reduction plans, develop initiatives to lower energy costs, create clean power sources and reduce greenhouse gas emissions.

U – 5.7 Promote and support the growth and use of customer-owned distributed energy resources such as customer-connected solar, battery walls, and other technologies that operate “behind the meter.”

U – 5.8 Partner with utility providers to promote financial assistance and discounted billing programs for income qualified residents in order to ensure that the most vulnerable are not disproportionately impacted by the State’s clean energy transition.

APPENDIX A:

Definitions, Abbreviations, and Acronyms

- Btu – British thermal unit, One Btu is the heat required to raise the temperature of one pound of water by one degree Fahrenheit.
- cf – Cubic feet
- DSL services – digital subscriber line (originally digital subscriber loop) is a family of technologies that are used to provide internet access by transmitting digital data over telephone lines.
- KCCSWMP – King County Comprehensive Solid Waste Management Plan prepared by the Solid Waste Division of the Department of Natural Resources and Parks in accordance with Washington State law. It presents proposed strategies for managing King County's solid waste over the next 6 years with consideration of the next 20.
- kV – kiloVolt, a unit of electric potential equal to a thousand volts.
- Mcf – equals the volume of 1,000 cubic feet of natural gas.
- Natural Gas is a fossil fuel formed when layers of buried plants, gases, and animals are exposed to intense heat and pressure over thousands of years. The energy that the plants originally obtained from the sun is stored in the form of chemical bonds in natural gas.
- Optical fiber cable is a cable containing one or more optical fibers that are used to carry light. The optical fiber elements are typically individually coated with plastic layers and contained in a protective tube.
- PSE – Puget Sound Energy
- psig – pounds per square inch gauge measures a unit of pressure. Psig indicates that the pressure is relative to atmospheric pressure, opposed to psia (absolute) which is relative to a vacuum.
- TEC – Tanner Electric Cooperative
- Therm – One therm equals 100,000 Btu, or 0.10 MMBtu.
- V – Volt, the unit for electric potential.
- WUTC – Washington Utilities Transportation Commission



**Staff Report and Planning Commission Recommendation for
Updates to the Utilities of the Comprehensive Plan**

Meeting Date: April 17, 2024

Proponent: City of North Bend

Staff Recommendation: A Motion to recommend City Council approval of the proposed updated Utilities Element of the Comprehensive Plan for adoption with the rest of the 2024 Comprehensive Plan Update.

I. Purpose of proposed amendments:

The City of North Bend is proposing amendments to the Utilities Element of the Comprehensive Plan. Amendments are being prepared as a part of the broader 2024 periodic update to the North Bend Comprehensive Plan, as required under RCW 36.70A.

The Utilities Element has been revised to update outdated information and reflect current status of the facilities of franchise utility providers within the City, including electricity, natural gas, solid waste, recycling, and telecommunication services. Amendments to the infrastructure/facility inventory sections of the Element have been provided based on feedback and comments from franchise utility providers. Amendments to the Utilities policies address comments received from Puget Sound Energy and the Department of Fish and Wildlife.

A redline version, showing all amendments and comments describing changes, is attached as Exhibit A.

II. Impacts of Proposed Amendment

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

1. **Environmental Impacts.** Negative environmental impacts are not anticipated from adopting the updates to the Utilities Element. The Element is principally descriptive of franchise utility infrastructure and services to North Bend residents, and does not affect permitting requirements for such facilities and infrastructure. State Environmental Policy Act review will be conducted for the Comprehensive Plan update as a whole, which will provide opportunity for further consideration of environmental impacts of the Comprehensive Plan including this Element prior to its adoption.
2. **Economic Impacts.** The provision of franchise utility services by these providers to North Bend businesses and residents is an essential function of development and provides a positive economic impact.

3. **Cultural Impacts.** No significant cultural impacts are anticipated from the amendments. Specific future projects involving utility installation by utility providers within North Bend that are subject to City permitting requirements will be subject to cultural resource reviews as appropriate, which will plan for addressing potential cultural resource impacts. State Environmental Policy Act review will be conducted for the Comprehensive Plan which will provide opportunity for further consideration of cultural impacts of the Comprehensive Plan including this Element, prior to its adoption before the end of 2024.
4. **Impacts to Surrounding Properties.** The Elements apply City-wide and not specific to individual properties. Future projects that are located on and/or adjacent to specific properties will be subject to public notification and permitting requirements, which will include evaluation of potential impacts to such properties consistent with State Environmental Policy Act review and review against City development regulations at the time of application and review for such projects. Existing policies within the Utilities Element are provided to minimize impacts of utilities on surrounding properties, including undergrounding overhead lines, providing landscape screening, co-locating facilities, preserving vegetation, and conduit installation with roadway construction to reduce future disruptions.

III. Compatibility of Proposed Amendment with North Bend Comprehensive Plan

In accordance with NBMC 20.08.080, Comprehensive Plan and development regulation amendments must be evaluated for compliance with the Comprehensive Plan. The proposed amendments are provided consistent with Multicounty Planning Policies and requirements of the Growth Management Act to describe the general locations and capacities of franchise utilities within the City's Utilities Element of the Comprehensive Plan.

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

In accordance with NBMC 20.08.080, Comprehensive Plan amendments must be evaluated for compliance with the North Bend Municipal Code. The proposed amendments are compatible with the North Bend Municipal Code and are prepared consistent with the amendment procedures in NBMC 20.08.

V. Planning Commission Analysis:

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

1. Is the issue already adequately addressed in the Comprehensive Plan?
The existing Utilities Element in the Comprehensive Plan dates to 2015 and needs to be updated consistent with state law (see below).
2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?
Yes. The proposed update is necessary to ensure consistency with requirements of the Growth Management Act (GMA) and Puget Sound Regional Council (PSRC), as a required component of the City's periodic major update to the Comprehensive Plan due in 2024. Consistency with the GMA and PSRC Vision 2050 is required for certification of the City's Comprehensive Plan by PSRC for eligibility for various state and federal grants, which the City may rely on to fund municipal projects.

Without such certification and use of grants, the City would need to fund a much larger share of the cost of these improvements.

3. Is the proposed change the best means for meeting the identified public need?

Yes.

4. Will the proposed change result in a net benefit to the community?

Yes. The amendments will provide current inventory information concerning franchise utilities and consistency with requirements for the Utilities Element.

VI. Summary Findings:

1. Pursuant to RCW 36.70A.106, the draft Element was provided to the Department of Commerce - Growth Management Services via the Secure Access Washington portal.
2. State Environmental Policy Act Review will occur for the 2024 Comprehensive Plan updates as a whole, including this draft Utilities Element update, at a later date. SEPA Determination will be required prior to final adoption by Council of the Comprehensive Plan.
3. A public hearing was held by the Planning Commission on April 3, 2024. A notice for this Public Hearing was published in the Valley Record on March 22, 2024. No written comments were received for the public hearing. Comments were received from the Department of Fish and Wildlife and Puget Sound Energy following the hearing, and were considered by the Planning Commission at their April 17, 2024 meeting (attached in Exhibit B).
4. The Planning Commission reviewed the draft amendments at their April 3 and April 17, 2024 meetings. Staff prepared revisions to the draft based on input from the Planning Commission at their April 3 meeting, and comments received from the Department of Fish and Wildlife and Puget Sound Energy.
5. The proposed amendments are consistent with the procedures established in NBMC 20.08, *Comprehensive Plan and Development Regulations Amendment Procedures*.
6. The proposed amendments are consistent with and effectively carry out the policies of and requirements for the Comprehensive Plan.

CONCLUSION AND STAFF RECOMMENDATION:

Based on findings above, Staff recommends approval of the proposed amendments to the Utilities Element of the Comprehensive Plan, attached as Exhibit A.

PLANNING COMMISSION RECOMMENDATION

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

Exhibit A: Draft Utilities Element (Redline Version showing edits and staff comments)

Exhibit B: Public Comments received

Draft update 4-16-2024 – Redline Version

CHAPTER 5: FRANCHISE UTILITIES ELEMENT

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Chapter 5 – Franchise Utilities Element
Resolution 1677, Exhibit A

Draft update 4-16-2024 – Redline Version

CHAPTER 5: FRANCHISE UTILITIES ELEMENT



INTRODUCTION

The Growth Management Act defines electricity, gas, telecommunications, and cable as utilities. It defines water and sewer systems separately as public facilities. Plans for water supply and sewer are found as separate elements of the Comprehensive Plan. Transportation and circulation-related facilities are addressed in the ~~transportation~~ Transportation Element. The Franchise Utilities Element has been developed in accordance with RCW 36.70A.070 of the Growth Management Act, ~~WAC 365-195-320 (Utilities Element Requirements)~~, and the King County Countywide Planning Policies. To fulfill the requirements set forth by the Washington Growth Management Act, ~~thea~~ utilities element must include the following information:

1. Inventory the general location of existing utilities.
2. Establish the location of proposed utilities.
3. Examine the capacity of existing and proposed utilities.

The Franchise Utilities Element also includes an evaluation of solid waste management in North Bend, focusing on landfill capacity and recycling issues.

King County Countywide Planning Policies (CWPPs) provide local direction to implement the GMA mandate for consideration of utilities needs including, but not limited to electrical, communications and natural gas. Following is a paraphrased listing of the CWPP's with direct applicability to North Bend in ~~2014~~2024. The policy number of each referenced policy is cited. Other CWPP's may be indirectly applicable to North Bend and the CWPP's may be revised in the future. The full list of CWPP's is available on the King County DDES-Countywide Planning Policies website at http://www.metrokc.gov/ddes/compplan/CPP_current.pdfKing County Countywide Planning Policies - King County, Washington

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Local jurisdictions are to identify the full range of urban services required as growth occurs and how they plan to provide them, while prioritizing historically underserved areas and addressing disparities (CO-1), and avoiding locating urban serving facilities in the Rural Area (PF-1, PF-17). Service providers shall manage resources efficiently through regional coordination, sharing facilities and conserving resources (CO-2 and CO-3). Aggressive conservation shall be implemented to address the need for adequate supply of electricity (PF-15CO-6).

Unlike the Capital Facilities Element, levels of service and concurrency requirements do not apply to private utilities. They are required by state law to provide service to anyone requesting it who has the ability to pay for the extension. The Washington Utilities Transportation Commission (WUTC) requires that privately owned utilities demonstrate that existing rate payers are not subsidizing new customers. Privately owned utilities are not public facilities although they provide a public service. They are required to provide the same level of service to urban and rural customers. The WUTC regulates utility and transportation providers to ensure safe and reliable service to customers at reasonable rates. Most of Washington State's investor-owned gas, electric, water and telecommunications are regulated by the WUTC.

In addition, due to concerns such as the security of facilities and in keeping with competition practices, the specific locations and specific market needs are not identified. Instead, general locations and general capacities are included in this element.

Financing of Utilities

The principle source of revenue for utility capital financing is charges to customers for utility services provided. Such charges include utility rate charges, other customer charges, fees, and charges for the sale of water and energy to other utilities. Revenue from customer charges is used to finance capital projects on a pay-as-you go basis or through the issuance of revenue bonds. For revenue bonds, principal and interest payments are made with revenue from utility customer charges. The State of Washington statutes permit cities to issue unlimited tax (voter-approved) general obligation debt for utility purposes up to a limit of 2.5 percent of a City's assessed valuation.

Definitions, Abbreviations, and Acronyms

- kV – kiloVolt, a unit of electric potential equal to a thousand volts
- PSE – Puget Sound Energy
- TEC – Tanner Electric Cooperative
- V – Volt, The unit for electric potential

Provision of Utility Service

This section discusses the provisions of utility service by the City and by private entities. Each utility section includes a discussion of the existing inventory, existing facility capacity, and an assessment of future facilities, although financial information for privately-owned entities is not included in this plan.

ELECTRIC SYSTEM

Description and Inventory

Electricity is provided to North Bend by Puget Sound Energy (PSE) and Tanner Electric Cooperative (TEC). Puget Sound Energy (PSE) serves the majority of the electricity users within North Bend, with approximately 2,200 customers. Tanner Electric Cooperative and Puget Sound Energy PSE and TEC

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signed a boundary agreement to define their respective service territories in 2013, which are shown within North Bend on Figure 5-1.e.... The City of North Bend and the surrounding area will continue to be served by both PSE and Tanner Electric Cooperative TEC.

Puget Sound Energy PSE is a large investor-owned utility that provides electric service to more than 1.1 million customers in eight predominantly Western Washington counties: Island, King, Kitsap, Kittitas, Pierce, Skagit, Thurston and Whatcom. North Bend has a franchise agreement with PSE for use of City rights-of-way for PSE's installation and maintenance of electricity and natural gas lines (Ord. 1795).

Contact PSE – Municipal Liaison Manager Brandon Leyritz:
Brandon.Leyritz@pse.com
(425) 417-5925

Tanner Electric Cooperative TEC is a non-profit cooperative, or small utility, serving the electrical needs of its members. Tanner Electric TEC serves members in the Ames Lake area of King County and Anderson Island in Pierce County in addition to its service in and around North Bend. In 2014 Tanner Electric served 4,638 meters overall and 2,037 in and around North Bend. Tanner Electric was formed in 1936 to serve areas deemed not to be economically feasible by the private (for profit) power company. Over the years other areas took advantage of the cooperatives form of business and services and facilities were expanded.

The North Bend/Snoqualmie area includes several hydroelectric generating plants owned by PSE and other power producers: Snoqualmie Falls (PSE), Cedar Falls (Seattle City Light), and Weeks Falls, Twin Falls and Black Creek (owned by Independent Power Producers). North Bend has a franchise agreement with TEC for use of City rights-of-way for TEC's installation and maintenance of electricity lines (Ord. 1757).

Contact Tanner Electric:
<https://www.tannerelectric.coop>
(425) 888-0623

In 2002 Tanner Electric built TEC operates its own power substation just west of North Bend on Alm Way. The North Bend substation is a 12kV system and has a capacity of 5025MVA (6033MVA during winter peaks). The Tanner Electric load for 2014 is over 13MW. The 115 kV transmission line serving the substation is owned by the Bonneville Power Administration and connected to the Puget Sound Energy transmission system in the Snoqualmie Ridge area. The areas served by Tanner Electric TEC inside the city limits of North Bend are almost exclusively fed by underground circuits including the Factory Outlets outlet mall, Forster Woods, Rock Creek Apartments and the south fork area.

Chapter 5 – Franchise Utilities Element
Resolution 1677, Exhibit A

BONNEVILLE POWER

Puget Sound Energy and
Tanner Electric are is a
customers of Bonneville

Power Administration (BPA).

BPA is a federal nonprofit
agency based in the Pacific
Northwest. It is self-funded
and covers its costs by selling

its products and services.

BPA markets wholesale

electrical power from 31

federal hydro projects in the

Columbia River Basin, one
nonfederal nuclear plant and
several other nonfederal power
plants. The dams are operated
by the U.S. Army Corps of
Engineers and the Bureau of
Reclamation. About 1/3 of the
electric power used in the
Northwest comes from BPA.

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Commented [MM3]: Duplicative of paragraph on NB/Snoqualmie electrical sub-area below.

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The North Bend / Snoqualmie electrical sub-area is located east of Preston and between the Cedar River Watershed and the Tolt River Watershed. It includes the Fall City area, but not Carnation or Duvall. Within the sub-area, there are five hydroelectric developments. The generating plants within this area include the Snoqualmie Falls (owned by PSE), Cedar Falls (owned by Seattle City Light), and Weeks Falls, Twin Falls, and Black Creek (owned by independent power producers). Four distribution substations are located in the North Bend / Snoqualmie sub-area.

Existing Service

Power plants throughout the region generate electricity that is then delivered via the electrical grid to customers through transmission and distribution power lines. Electricity can be generated from all different sources and sizes. They are all joined together to create what is called a “Fuel Mix.” This mix is specific to each utility, but in Washington, generally consists of large and small hydroelectric, nuclear, and renewables. High-voltage transmission lines carry large scale electricity over long distances from generating plants to local distribution substations. Distribution substations then reduce voltage through transformers from (in the case of the North Bend/Snoqualmie sub-area) 115 kV to 12 kV, which is Puget Sound Energy PSE and TEC’s standard distribution voltage. From the distribution substations, The 12 kV feeders distribute the power from these distribution substations to the individual customers.

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On a more local level, household solar/wind and residential hydro can also provide some generation. In these cases, power not utilized by the homeowner is put back on the distribution system and utilized by neighboring users. System capacity is planned for based on existing and projected use. In residential areas, which is the predominate user in North Bend, winter outage scenarios usually determine when new distribution capacity improvements are needed.

PSE and TEC are powered by two separate substations with their own dedicated 115kV transmission lines. From these substations, each respective utility powers their individual customers via both overhead and underground distribution power lines.

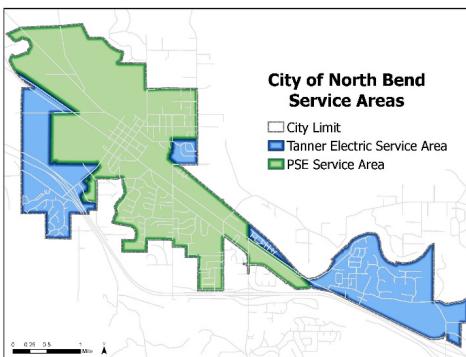


Figure 5-1

A 115 kV transmission switching station (Snoqualmie Switch substation) is located adjacent to Snoqualmie Falls. This substation is considered a hub because it integrates the Snoqualmie Falls electric generation into the power system as well as providing an interconnection point for the power system. Two existing transmission lines connect to the Snoqualmie Falls generation complex; one line extends

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SNOQUALMIE FALLS HYDRO-ELECTRIC PROJECT

Puget Sound Energy's Snoqualmie Falls Hydroelectric Project is one of the oldest hydropower plants in the United States. The project contains a small diversion structure just upstream from the falls, and two powerhouses. Built in 1898-99, the first powerhouse is encased in bedrock 260 feet beneath the surface and was the world's first underground power plant. The second powerhouse was built in 1910 and is a quarter-mile downstream from the falls. The two powerhouses combined have 54 megawatts of generating capacity (enough to meet the peak electricity needs of about 25,000 households).

(<https://pse.com/inyourcommunity/Pages/Resolution1677.aspx>)
Chapter 5 – Franchise Utilities Element
Exhibit A

north to Fall City, one line extends south to North Bend continuing south to the Covington area, one line extends west to the Lake Tradition substation in Issaquah, and one line extends west to the Mount Si substation in Snoqualmie.

The Mount Si Substation was built at Snoqualmie Ridge in 2012. It provides both distribution capacity and a connection point for the three transmission lines that intersect at that location. The substation provides improved reliability for PSE's customers in Snoqualmie and North Bend as well as Tanner's North Bend customers.

There are two additional distribution substations (Snoqualmie and North Bend substations) which serve the North Bend area. From these two substations there are six distribution circuits serving the customers in the City of North Bend.

Future Demand

The forecasted load for the next 30 years will require systems improvements which are listed in this section as construction projects that are in progress, or as plans for the future. A project is considered in progress if specific site selection, preliminary engineering, permitting, or construction activities are currently underway.

New projects can be developed in the future at any time due to:

- new or replacement of existing facilities to increase capacity due to new building construction, as well as conversion of existing homes and businesses to other preferred fuel types (~~most typically from heating oil to natural gas~~);
- the need for replacement to facilitate improved maintenance of facilities;
- replacement or relocation of facilities due to municipal and state projects; and
- system upgrades required to accommodate third party interconnection of transmission or generation facilities.

Other system improvements may be needed within a 30 year horizon to serve forecasted load. PSE has two major substation projects planned in the 10 year horizon in the North Bend/Snoqualmie area. One near-term substation improvement project is anticipated to expand and upgrade PSE's existing North Bend substation to enable improved transmission connections. This will provide reliability improvements to customers served by the North Bend substation.

The other near-term substation improvement project is planned to expand PSE's existing Snoqualmie Switching Station to enable interconnection of a proposed small hydro project.

There are three possible long-range issues that need to be addressed in order to best serve the growth in the Snoqualmie/North Bend area:

1. ~~the e~~Existing Cedar Falls-Snoqualmie 115 kV transmission lines may become inadequate to serve the projected load increases in the area;
2. the lack of capacity to get power into the area when local generation may become inadequate to serve the local load; and

Commented [MM5]: Recommendation to not include this specific information on the feeds and relative importance of the specific substations for security to help prevent attacks on critical infrastructure.

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3. the existing substations may become insufficient to supply adequate 115-12 kV substation transformer capacity.

Construction projects in progress / Plans for the future/Recently Completed

Tanner Substation and 115kV Transmission Line

~~Tanner recently completed the construction of Tanner substation. In order to operate the substation, BPA built a transmission line tap (extension) from the existing Snoqualmie-Lake Tradition line #1 to the substation. The line is connected from the Mt. Si Substation to the Tanner substation. In the near future, the line will be extended to the new Middle Fork substation.~~

Middle Fork Substation and 115kV Transmission Line

~~In 2020-2021, TEC completed the installation of a new 115kV Transmission Line through the existing utility corridor along the Snoqualmie Valley Trail. This transmission line runs to a new substation location along North Bend Way. TEC's Middle Fork Substation is to be built in 2024-2026 in order to better serve future growth on the East side of town as well as provide power supply redundancy for all TEC members.~~

Additional Small Hydro

There are numerous proposals for small hydroelectric generation plants in the North Bend/Snoqualmie area. Most of these are located on the North Fork of the Snoqualmie River and its tributaries, including Hancock Creek and Calligan Creek. In addition, there are possibilities for others along the Middle Fork and the South Fork of the Snoqualmie River. Puget Sound Energy may need to construct facilities to interconnect these generation plants to the electric transmission system. A possible interconnection substation to integrate new generation would be a Reining Switching Station located near the Snoqualmie-Cedar Falls line to connect the existing system to new generation with a new 115 kV line.

Transmission Line Rebuild

The Cedar Falls-Snoqualmie 115 kV line contains low capacity wires. At some point this line will need to be rebuilt.

Rattlesnake-Lake Tradition 230 kV Line

The Rattlesnake-Lake Tradition transmission line is a planned new 230 kV line, which would connect the existing cross-Cascades transmission line near Rattlesnake Lake southeast of North Bend to the existing Lake Tradition substation near Issaquah. This line would allow power generation in Eastern Washington to be supplied to King County as well as strengthen the power system in the North Bend area and the rest of King County.

Lantern Substation and 115 kV Transmission Line

The planned Lantern substation, located south of North Bend at a site to be determined in the future, would provide electric power to customers in the Southeast North Bend area. This would provide a

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possible interconnection point for existing and future transmission lines to improve reliability and capacity in the North Bend area.

Future Distribution Substations

At present, the timing of future distribution substations cannot be determined due to the uncertainty of load growth in this area, an island of urban development in a rural area. It is likely that the Snoqualmie/North Bend area may need an additional substation or an additional transformer in an existing substation after 2020 in the near future.

NATURAL GAS*Description & Inventory*

Puget Sound Energy is an investor-owned natural gas utility that supplies natural gas to six Western Washington counties: Snohomish, King, Kittitas, Pierce, Thurston, and Lewis. Puget Sound Energy provides natural gas service to more than 750,000 customers in six Western Washington counties: Snohomish, King, Kittitas, Pierce, Thurston, and Lewis. It is estimated that PSE currently serves over 2,800 customers within the City of North Bend.

Natural gas is not an essential service. However, PSE serves natural gas to many customers in North Bend that find that fuel essential for their space and water heat. The UTC requires PSE to maintain and serve natural gas as long as a demand remains, and, therefore, is not mandated to serve. Extension of service is based on request and the results of a market analysis to determine if revenues from an extension will offset the cost of construction.

Natural gas comes from gas wells in the Rocky Mountains and in Canada and is transported through interstate pipelines by Williams Northwest Pipeline to Puget Sound Energy's gate stations.

Supply mains then transport the gas from the gate stations to district regulators where the pressure is reduced to less than 60 psig. The supply mains are made of welded steel pipe that has been coated and is cathodically¹ protected to prevent corrosion. They range in size from 4" to 20".

¹Cathodic Protection (CP) is a technique used to control the corrosion of a metal surface by making it the cathode of an electrochemical cell.

Definitions, Abbreviations, and Acronyms

- Btu – British thermal unit, One Btu is the heat required to raise the temperature of one pound of water by one degree Fahrenheit.
- cf – Cubic feet
- Mcf – equals the volume of 1,000 cubic feet of natural gas.
- Natural Gas is a fossil fuel formed when layers of buried plants, gases, and animals are exposed to intense heat and pressure over thousands of years. The energy that the plants originally obtained from the sun is stored in the form of chemical bonds in natural gas.
- psig – pounds per square inch gauge measures a unit of pressure. Psig indicates that the pressure is relative to atmospheric pressure, opposed to psia (absolute) which is relative to a vacuum.
- PSE – Puget Sound Energy
- Therm – One therm equals 100,000 Btu, or 0.10 MMBtu.
- WUTC – Washington Utilities Transportation Commission

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Distribution mains are fed from the district regulators. They range in size from 1-1/4" to 8" and the pipe material typically is polyethylene (PE) or wrapped steel (STW).

Existing Service

According to the PSE rate department, the average house (using natural gas for both heat and hot water) consumes about 1,000 therms per year. Ten therms equals approximately one "mcf" (thousand cubic feet) of gas so 1,000 therms per house equals approximately 100,000 cubic feet of gas per household per year.

Individual residential service lines are fed by the distribution mains and are typically 5/8" or 1-1/8" in diameter. Individual commercial and industrial service lines are typically 1-1/4", 2" or 4" in diameter.

Future Demands

When planning the size of new gas mains, PSE uses a saturation model, which assumes all new households will use natural gas since 99% of new homes constructed where builders have the choice are using natural gas. PSE forecasts customer additions using a forecast analysis calculation based on PSE's revenue report which is generated by town tax codes established in our Exception Billings Department and based on historical customer counts.

Minimum pressure delivery through distribution pressure mains from a design standard is approximately 15 psig. If design pressures fall below 15 psig, there are several methods of increasing the pressure in the line, including:

1. Looping the distribution and/or supply lines to provide an alternative route for the gas to travel to an area needing additional supply. This method often involves construction of supply mains district regulators, and distribution mains;
2. Installing mains parallel to existing mains to supplement supply of natural gas to a particular service area; and
3. Replacing/upsizing existing pipelines to increase volume.

New projects can be developed in the future at any time due to:

1. New or replacement of existing facilities due to increase capacity requirements due to new building construction and conversion from alternate fuel;
2. Main replacement to facilitate improved maintenance of facility; and
3. Replacement or relocation of facilities due to municipal and state projects.

PSE makes an effort to coordinate construction work with municipal projects in order to minimize cost and impacts to the surrounding community. Due to franchise agreements, PSE is required to relocate existing facilities when construction projects require upgrades. Due to the growing popularity of natural gas in the North Bend and surrounding areas, PSE will continually evaluate the necessity of the above projects and alternatives. Changes in project route, construction schedule and detail could occur as they are dependent on budgets and WUTC cooperation.

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TELECOMMUNICATION, CABLE & INTERNET

Telecommunication is a branch of technology that allows communication over a distance by transmission of electrical impulses, electromagnetic waves, or optical pulses, such as telephone, radio, television, or computer network. These services are provided by private firms and are often provided as packages.

Telephone

The local telephone service is provided by CenturyLink/[Quantum Fiber](#), which currently serves North Bend, Fall City, Carnation and surrounding areas. The system consists of a network of [copper and](#) fiber optic cables, [and](#) [copper](#) and other equipment facilities including central office and remote switches that support the fiber and copper infrastructure, which are located throughout the area.

To meet North Bend's future needs, CenturyLink/[Quantum Fiber](#) follows the policy of extending its lines to serve customer needs within its territory boundary in accordance with its tariffs as filed under the WUTC. [The City has a master use permit with Century Link/Quantum Fiber for use of City rights-of-way for installation and maintenance of their lines.](#)

[Contact Quantum Fiber: quantumfiber.com, \(833\) 250-6306.](#)

Cable Broadband, Television, and Internet

[As telecommunication technologies have evolved, convergence of these technologies has occurred, resulting in multiple communication services migrating into consolidated networks. This typically involves the convergence of previously distinct media, such as internet, telephone, video and data communications being transmitted over fiber optic or other infrastructure. Internet and cable services are offered by multiple providers with North Bend, including Comcast/Xfinity, Century Link/Quantum Fiber, T-Mobile Home, and others. Land-line cable television service is offered through Comcast, which has a franchise agreement with the City of North Bend \(Ord. 1081\) for their use of City rights-of-way for maintenance and operation of their cable network. Internet service is provided by both CenturyLink and Comcast. CenturyLink supplies DSL services and Norstar \(telephone key systems for business accounts\). Comcast is a global media and technology company as well as the nation's largest video, high-speed Internet and phone provider to residential customers. The system consists of a combination of fiber cable and coaxial cable.](#)

Commented [MM6]: Simplified language provided to reflect the convergence of many telecommunications services by multiple private providers. It is no longer just the cable company and the phone company.

[Comcast plans to expand its facilities to new residential subdivisions as they develop throughout the City. Comcast is committed to evolving advanced broadband services to meet the future needs and desires of our cable customers. These advanced services include more digital and high definition television signals, interactive television like Video on Demand and Digital Video Recorders that allow customers to watch what they want in the timeframe that is best for their schedules, and faster Internet speeds.](#)

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SOLID WASTE & RECYCLING

The 2013 King County Comprehensive Solid Waste Management Plan² guides solid waste disposal in King County. The current version of this plan was adopted in 2019. The Management Plan proposes strategies for managing the solid waste over the next six years, with consideration of the next 20 years. This is the first management plan that looks at ways to address climate change. The core mission of the KCCSWMP is to ensure the citizens of the county have access to safe, reliable, efficient, and affordable solid waste handling and disposal services.

Description and Inventory

North Bend, like most cities in King County, has signed an Interlocal Agreement with King County to provide solid waste planning within the City. The terms of the Solid Waste Interlocal agreement are in effect from March 19, 2013 through December 31, 2040. A number of responsibilities are designated to the County and cities in order to implement the King County Solid Waste Management Plan. The plan identifies that cities need to provide for collection of solid waste and ensure the provision of the minimum levels of collection service for recyclables and yard waste. Cities are also directed to implement requirements for new construction to accommodate recycling collection systems such as the following: a procurement policy (a policy favoring the use of recycles products and recyclable products and materials), variable can rates and a monitoring program. Cities are also asked to enforce City litter control ordinances. The cities are authorized under the plan to regulate and plan for the collection of special waste, to adopt and implement the solid waste plan, and to participate in the Solid Waste Advisory Committee and Regional Policy Committee.

Existing Service

Under the Interlocal Agreement, King County is responsible for solid waste management, planning, and technical assistance to cities. North Bend is responsible for solid waste and recycling collection. Republic ServicesRecology is under contract with North Bend for weekly solid waste and curbside recyclable collection, and for every other week, collection of yard debris/compostables for and disposal/recycling, as well as for collection of public garbage and recycling from public street receptacles and at city parks and facilities and at certain City-sponsored special events.

Contact Recology: North Bend – Recology King County
(425) 448-6220.

Toxic and hazardous wastes are disposed of at facilities in South Seattle and Bellevue. Waste collected in North Bend that cannot be recycled is transported by Republic ServicesRecology to King County's Factoria Transfer Station in Bellevue or to their own Transfer Station in Seattle. King County and Republic Services then trucks the garbage to the Cedar Hills landfill; this facility received all of the mixed municipal solid waste (MMSW) generated in King County.

Future Demand

The City of North Bend and King County will continue offering service to existing and new residents meeting the standards found in the KCCSWMP. Refer to the most recent edition of King County Comprehensive Solid Waste Management Plan for additional information regarding County inventory and policy.

²At the time of this publishing the 2013 King County Comprehensive Solid Waste Management Plan is in the process of being updated.

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CEDAR HILLS LANDFILL

Cedar Hills is the only landfill still operating in King County. King County was able to extend the life of Cedar Hills from the expected closure in 2012 to 2025-2028 (lifespan depends on a variety of factors, including tonnage received). The 2013-2019 Solid Waste Plan recommends exploring a range of emerging technologies for future disposal other than exporting waste to a distant landfill when max capacity is reached at Cedar Hills. In 2009 Cedar Hills began operating a gas-to-energy process that burns gas created by the decomposition of waste into pipeline quality gas for the energy market. Bio Energy (Washington) LLC, owner and operator of this facility, has determined that the annual reduction in environmentally harmful carbon dioxide is the equivalent to 22,000 average passenger cars. The facility was generating enough energy to heat approximately 30,000 homes and sales of gas were expected to generate more than \$1 million annually for the division. This will help fund future green disposal of waste in King County.

(2013 King County Comprehensive Solid Waste Management Plan) Chapter 5 – Franchise Utilities Element Resolution 1677, Exhibit A

RECYCLING

Description and Inventory

"King County and the entire Puget Sound region are recognized for successful efforts to collect recyclable waste. Continuing to reduce and reuse waste will require concerted and coordinated efforts well in the future. It is important to reduce the waste stream going into area landfills. This can be done by promoting recycling practices." (2013 King County Comprehensive Solid Waste Management Plan)

North Bend is served by Republic Services for recycling needs. Republic Services is an American company that was incorporated in 1998. Through a series of mergers and acquisitions, they became one of the largest waste and recycling companies in the United States. Republic Services serves 1,595 residential customers and 389 commercial customers in the City of North Bend. In 2013 Republic Services processed 1,053 tons of recycling repurposed into new products and converted 760 tons of organic waste to compost.

In addition, in an effort to reduce wastes, Republic Services implements a variety of public education programs. These programs include distributing flyers and brochures on reducing waste as well as monitoring garbage in order to advise customers on what can be recycled.

Existing Service

Refer to Figure 1: Existing Facility Service for Republic Service's synopsis of the year 2013 and services provided.

Future Demand

The City of North Bend and Republic Services will continue offering service to existing and new residents meeting the standards found in the KCCSWMP. Refer to Republic Services for additional information about existing and future goals and policies.

Commented [MM7]: The entire Recycling section is just duplicative of the Solid Waste and Recycling section just above this.

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GOALS AND POLICIES

Utility - Goal 1: Provide utilities needed to accommodate growth and development according to adopted plan policies.

Policies:

- U - 1.1 Continue to serve all customers that request utility service in the service area.
- U - 1.2 Maintain the integrity of the utility infrastructure system to provide service to customers as a high priority for utility capital expenditures.
- U - 1.3 Work to ensure communication providers are capable of providing advanced communication services utilizing the most current technology.

Utility - Goal 2: Cooperate with utility suppliers in the development, siting, maintenance, and repair of utilities.

Policies:

- U - 2.1 Provide timely and effective notice to utilities of the construction, maintenance, or repair of streets or other facilities, and coordinate such work with utilities to ensure their needs are met.
- U - 2.2 Require utilities notify the City before utility work is done to discuss the best means to preserve vegetation from utility work.
- U - 2.3 Review utility permits simultaneously with development proposals requesting service.

Utility - Goal 3: Work with citizens, other jurisdictions, and utility providers to ensure cooperation in the siting of utilities and to ensure that reliable and cost effective suppliers of energy are available to meet increasing demands.

Policies:

- U - 3.1 Encourage the multiple uses of corridors for trails, **wildlife habitat connectivity**, transportation right-of-way and utilities.
- U - 3.2 Encourage the consolidation of utility facilities and communication facilities by prohibiting duplication of electrical substations, above ground electrical transmission lines and communication antenna structures within one mile of another similar facility.
- U - 3.3 Require installation of fiber optic conduit at locations approved by City Engineer when roads are built or substantially reconstructed to facilitate future construction of local area fiber optic

Commented [MM8]: Policy 3.1 addition added consistent with WDFW comment.

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communications networks.

U – 3.4 Partner with electrical utility providers to effectively meet rapidly increasing electrical demand as the City and region work to achieve a Clean Energy Transition.

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U – 3.5 Support EV charging infrastructure throughout the community in order to support the decarbonization of our transportation sector.

Utility – Goal 4: Ensure the compatibility of and minimize the environmental impacts associated with the siting, development, and operation of utility services and facilities on adjacent properties.

Policies:

U – 4.1 Work with the utilities to eliminate existing overhead power lines in the Urban Growth Area, with an emphasis on the downtown commercial zoning district.

U – 4.2 Develop regulations for siting and landscape requirements for utility meter cabinets, terminal boxes and similar above ground utility features.

U – 4.3 Where feasible, require installation of new power and communication lines to be placed underground to reduce damage from storms and wildfire ignition risks.

Commented [MM10]: Policy 4.3 addition based on WDFW comment.

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Commented [MM11]: Policy 4.4 added based on WDFW comment.

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U – 4.4 Where feasible, ensure that franchise utility facilities and associated infrastructure projects are located and constructed to avoid or withstand flooding from changing floodplains and associated climate impacts, and avoid to the extent possible critical areas and associated priority habitat areas.

Utility - Goal 5: Promote conservation through cooperative efforts of regulations, programs, and educational literature.

Policies:

U - 5.1 Work with the County and utility suppliers to develop public education and information materials that promote conservation. Work with energy utility providers to promote and support programs designed to decrease load on the grid during times of peak use.

Commented [MM12]: Added text in highlight consistent with PSE suggested policies.

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U - 5.2 Handle and dispose of solid waste in ways that minimize pollution and protects the public health.

U - 5.3 Work with the City's solid waste collection agencies to establish cost-effective policies and regulations designed to minimize waste generation and meet King County's adopted waste reduction goals.

U - 5.4 Encourage utility providers to convert to cost effective and environmentally compatible alternative technology and energy sources.

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U - 5.5 Require the provision of recycling opportunities in new construction projects.

U - 5.6 Encourage utility providers to develop outage reduction plans, develop initiatives to lower energy costs, create clean power sources and reduce greenhouse gas emissions.

U - 5.7 Promote and support the growth and use of customer-owned distributed energy resources such as customer-connected solar, battery walls, and other technologies that operate “behind the meter.”

U - 5.8 Partner with utility providers to promote financial assistance and discounted billing programs for income qualified residents in order to ensure that the most vulnerable are not disproportionately impacted by the State’s clean energy transition.

Commented [MM13]: Policies 5.7 and 5.8 added consistent with PSE suggested policies.

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APPENDIX A:

Definitions, Abbreviations, and Acronyms

- Btu – British thermal unit, One Btu is the heat required to raise the temperature of one pound of water by one degree Fahrenheit.
- cf – Cubic feet
- DSL services – digital subscriber line (originally digital subscriber loop) is a family of technologies that are used to provide internet access by transmitting digital data over telephone lines.
- KCCSWMP – King County Comprehensive Solid Waste Management Plan prepared by the Solid Waste Division of the Department of Natural Resources and Parks in accordance with Washington State law. It presents proposed strategies for managing King County's solid waste over the next 6 years with consideration of the next 20
- kV – kiloVolt, a unit of electric potential equal to a thousand volts
- Mcf – equals the volume of 1,000 cubic feet of natural gas.
- Natural Gas is a fossil fuel formed when layers of buried plants, gases, and animals are exposed to intense heat and pressure over thousands of years. The energy that the plants originally obtained from the sun is stored in the form of chemical bonds in natural gas.
- Optical fiber cable is a cable containing one or more optical fibers that are used to carry light. The optical fiber elements are typically individually coated with plastic layers and contained in a protective tube.
- PSE – Puget Sound Energy
- psig – pounds per square inch gauge measures a unit of pressure. Psig indicates that the pressure is relative to atmospheric pressure, opposed to psia (absolute) which is relative to a vacuum.
- TEC – Tanner Electric Cooperative
 - Therm – One therm equals 100,000 Btu, or 0.10 MMBtu.
 - V – Volt, The unit for electric potential
 - WUTC – Washington Utilities Transportation Commission

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Chapter 5 – Franchise Utilities Element
Resolution 1677, Exhibit A

From: [Levritz, Brandon](#)
To: [Mike McCarty](#)
Cc: [Larson, Matt](#); [Tousley, Amy](#)
Subject: North Bend Comprehensive Plan - PSE Comments - April 2024
Date: Tuesday, April 16, 2024 11:59:03 AM
Attachments: [Copy of PSE Comp Plan Language Comments April 2024.xlsx](#)

Hi Mike,

I know we responded recently with updates to your energy element, but we've recently finished a document to convey our thoughts for your consideration as part of the periodic update to the comprehensive plan and development regulations under the Revised Code of Washington (RCW), specifically Chapters 36.70A and 43.21C.

The attached spreadsheet contains suggested language as it relates to customer programs and our shared climate goals. In the attached, you will find 7 tabs grouped by category. This should give you a larger overview of our intentions as we accomplish our 2030 and 2045 goals.

At PSE, we recognize that climate change is one of the biggest existential threats facing our planet today. As one of the largest producers of renewable energy in the Pacific Northwest, PSE has been an early leader in addressing climate change and investing billions in renewable resources and energy efficiency for homes and businesses. Now, PSE is on the path to meet the current and future needs of its customers and to deliver on the requirements to decarbonize operations and serve its customers and communities equitably. This transition is unprecedented in terms of the magnitude of the change and the accelerated time frame in which it must be achieved. By working together, we can successfully drive towards our shared clean energy goals.

PSE looks forward to providing input as the comprehensive plan items are discussed in more detail. Together, we can reduce emissions and keep energy safe, reliable, and affordable.

Let me know if you have any questions.

Thank you,

Brandon Levritz
Municipal Liaison Manager
PUGET SOUND ENERGY
P.O. Box 97034
Bellevue, WA 98009-9734
425-417-5925
pse.com



PSE Program	Energy Equity Assistance Programs	Model Comp Plan Language
<p>PSE's Bill Discount Rate (BDR): Our BDR program provides income qualified customers with ongoing help on their monthly energy bill. Depending on household income and size, customers can save 5% to 45% a month on your bill.</p>		
<p>PSE Home Energy Lifeline Program (HELP): PSE provides qualified customers with bill-payment assistance beyond the Washington state LIHEAP program. Customers do not need to owe a balance on their PSE bill to apply.</p>		
<p>LIHEAP Program: This government program provides financial assistance so eligible households can maintain affordable, dependable utility services and avoid disconnection. PSE can assist with eligibility requirements and applications.</p>		
<p>The Salvation Army Warm Home Fund: Administered by the SA and funded by voluntary contributions from PSE customers, employees, and investors. The Warm Home Fund provides short-term, emergency bill payment assistance to PSE customers facing financial difficulties.</p>		
<p>Payment Arrangements: PSE will work with customers to produce a manageable payment schedule with a realistic timeline for up to 18 months.</p>		
<p>Budget Payment Plan: PSE provides customers with a predictable average monthly payment to reduce bill fluctuation and avoid unplanned high bills during winter heating months.</p>		
<p>Home Weatherization Assistance: This program provides free upgrades for single-family homes, manufactured homes or eligible apartment buildings. Upgrades can include insulation, duct sealing and much more.</p>		
<p>Energy Efficiency Boost Rebates: PSE offers higher rebates on energy-efficient upgrades to income-qualified customers.</p>		
<p>Low-Income Eligible Community Solar: This no cost program enables bill savings of up to \$40 per month for income eligible customers.</p>		

PSE Program	Electric Vehicles	Model Comp Plan Language
PSE Up & Go EV Charging Programs		
PSE Up & Go Electric for Public: PSE helps organizations easily and affordably install public charging for all EV drivers.		
PSE Up & Go Electric for Fleet: PSE empowers businesses, municipalities and more with electrifying their fleets.		
PSE Up & Go Electric for Multifamily: PSE brings pole charging to multifamily properties to attract new residents and keep existing ones.		Support EV charging infrastructure throughout the community in order to support the decarbonization of our transportation sector.
PSE Up & Go Electric for Workplace: PSE brings charging to workplaces so employees can electrify their commutes.		
PSE Home Charging: PSE provides rebates and incentives for the installation of home EV charging stations.		

Energy Efficiency & Green Options	
PSE Program	Model Comp Plan Language
	Energy Efficiency
<p>Home Energy Assessment: PSE offers a quick and convenient 3-step process to help customers understand and control their home's energy usage.</p> <p>Energy Efficiency Rebates:</p> <ul style="list-style-type: none"> • Appliance program • Electric hybrid heat pump water heaters • Smart thermostats program • Weatherization program • Windows, water heat and space heat programs • Home weatherization assistance • Insulation <p>Other PSE Energy Rebates:</p> <ul style="list-style-type: none"> • EV chargers • New construction <p>Clean Buildings Accelerator: PSE assists customers with complying with Washington's Clean Buildings Law (HB 1257, 2019).</p>	
<p>Green Options</p> <p>Green Power: PSE customers can voluntarily contribute to PSE investments in renewable energy projects in the Pacific Northwest.</p> <p>Solar Choice: PSE customers can voluntarily purchase solar energy from independent sources through PSE.</p> <p>Carbon Balance: PSE customers can voluntarily purchase carbon offsets from local forestry projects through PSE.</p> <p>Community Solar: PSE customers can voluntarily contribute to solar projects of their choice installed on such facilities as local school and community centers.</p> <p>Renewable Natural Gas: PSE customers can voluntarily purchase blocks of RNG to lower than carbon usage and support the development of locally produced RNG.</p> <p>Green Direct: This program is offered to local municipalities and corporations seeking to reduce their carbon footprint by investing in large scale renewable energy projects. This program is currently full.</p>	

Demand Response - Energy Management	
PSE Program	Model Comp Plan Language
Peak Load Shifting	
Time of Use (TOU) Program: PSE's current pilot program uses variable 24 hour pricing to incentivize customers to use less power during times of peak demand.	
Flex Rewards: This program encourages and financially incentivizes voluntary reduction in energy use during peak demand.	Partner with PSE to promote and support programs designed to decrease load on the grid during times of peak use.
Flex Smart: This program financially rewards customers for allowing PSE to make remote minor adjustments to thermostats during periods of high peak load and demand.	
Flex EV: This program incentivizes EV charging during off-peak hours.	

Grid Modernization & Infrastructure	
PSE Investments/Initiatives	Model Comp Plan Language
New Carbon Free Electrical Generation & Energy Storage Systems	
<p>Wind and Hybrid Wind (co-located wind and battery): A variable source of power representing approximately 30% of PSE's future electric resource need by 2030.</p> <p>Solar and Hybrid Solar (co-located solar and battery): A variable source of power representing approximately 16% of PSE's future electric resource need by 2030.</p> <p>Utility-Scale Battery Energy Storage Systems (BESS): A technology that will allow energy to be stored for future use representing about 22% of PSE's future electric resource need by 2030. Types of energy storage technology include:</p> <ul style="list-style-type: none"> • Chemical (e.g., Lithium-Ion Iron-Air) • Thermal (e.g., carbon, molten salt) • Gravity (e.g., water pumping, mechanical) <p>Variable generation sources (wind & solar) require large scale Battery Energy Storage Systems (BESS) to be fully utilized since the sun goes down when demand increases and wind often fades when most needed; such as during extremely cold weather. Batteries maximize electrical production from variable generation sources, help meet periods of peak demand, and provide greater reliability for the grid.</p>	<p>New Carbon Free Electrical Generation & Energy Storage Systems</p> <p>Partner with PSE to effectively meet rapidly increasing electrical demand as the City and region work to achieve a Clean Energy Transition by adopting codes that support siting existing and new technologies.</p>
New and Upgraded Transmission Lines, Substations, and Distribution Lines	
<p>New regional transmission lines are needed to serve new utility scale clean energy resources, such as wind and solar.</p> <p>New local transmission lines are needed to meet increasing local demand due to growth, EV's, and electrification of the heating sector (e.g., Sammamish to Juanita line in Kirkland).</p> <p>Transmission upgrades are needed to meet increasing local demand (e.g., Energize Eastside line in Redmond, Bellevue, Newcastle, and Renton upgraded from 115kv to 230kv) due to growth, EVs, and electrification of the heating sector.</p> <p>In order to assure continued capacity and reliability, new and larger substations will be needed to meet growing energy needs due to growth, EVs and electrification of the heating sector.</p>	<p>Expedite the local permitting and approval process in order to maintain grid capacity and reliability.</p>
<p>Additional 12.5kv distribution lines will be needed to meet growing energy needs due to growth, EVs and electrification of the heating sector.</p>	
Behind the Meter - Distributed Energy Resources (DER)	
<p>Customer Connected Solar: PSE assists customers with information and resources for installing residential solar projects and how to apply for interconnection and net metering with PSE.</p> <p>Battery Walls: PSE offers installation guidelines and a process whereby customers can report battery installations.</p> <p>Host An Energy Project: Community partners can get paid to lease space to PSE to develop distributed solar and/or battery storage projects.</p>	<p>Promote and support the growth of customer owned distributed energy resources.</p>
<p>Distributed Renewables: PSE supports the development of commercial customer-owned renewable energy projects that generate between 100 kilowatts and 5 megawatts to interconnect to the PSE electrical distribution grid.</p>	
Vegetation Management	
<p>Many cities are pursuing aggressive urban forestry programs in order to beautify their community, reduce heat islands, and to provide carbon offsets. Such policies should be balanced with the need to protect electrical system reliability around overhead lines.</p>	<p>Support ongoing vegetation management in order to maintain system reliability.</p>
Public Funding	
<p>Recent state and federal legislation, including the IIJA and IRA, have unlocked public funding for climate and environmental benefit. PSE is aggressively pursuing all applicable funding opportunities to support lower customer bills, reduced power costs, and investments in the grid and clean energy. PSE is also supporting municipalities, tribes, and non-profits in their applications for public funding.</p>	<p>Pursue public-private partnership to seek funding sources to accelerate clean energy projects.</p>

Wildfire Preparedness		Model Comp Plan Language
PSE Program	Wildfire Mitigation	
Situational Awareness: PSE evaluates the condition of the electric system, as well as the environment around it, using real-time weather data, wildfire risk modeling and pre-wildfire season inspections.		
Strengthening the electric system: PSE regularly maintains and updates the electric system to provide safe and reliable power to our customers. In areas of high wildfire risk, we identify maintenance and improvement activities that will further reduce the risk of wildfire, including vegetation management , equipment upgrades, and in some cases, moving power lines underground.		
Operational Procedures: During wildfire season, PSE may change some device settings or implement operational procedures to reduce the risk of wildfire. In the future, PSE may proactively turn off power during high wildfire risk conditions to help prevent wildfires. This is called a Public Safety Power Shutoff (PSPS) .		
Emergency Response: During an emergency, including an active wildfire, PSE will coordinate with local emergency officials and may implement emergency response procedures. This may include turning off power at the request of emergency officials for public and first responder safety.		
		Support PSE's wildfire mitigation efforts including electric system upgrades, year-round vegetation management, and fire weather operational procedures. Work closely with utilities and local fire departments to lessen the risk and impact of wildfires.

Gas Conservation & Decarbonization	
PSE Program	Model Comp Plan Language
Gas Decarbonization	

Renewable Natural Gas Production

Utilizing wastewater facility, landfill, or similar system.

Evaluate the potential for renewable, recoverable natural gas in existing systems.



State of Washington

Department of Fish and Wildlife, Region 4

Region 4 information: 16018 Mill Creek Blvd, Mill Creek, WA 98012 | phone: (425)-775-1311

April 17, 2024

City of North Bend
 Jamie Burrell, Senior Planner
 425-888-7642
 JBurrell@NorthBendWA.GOV

RE: WDFW Draft Comments Regarding North Bend's Draft Utilities Element

Dear Ms. Burrell and Planning Team,

On behalf of the Washington State Department of Fish and Wildlife (WDFW), thank you for the opportunity to offer our comments on the most recent draft of North Bend's Comprehensive Plan's Utilities Element, as part of the current Periodic Update cycle. WDFW provides our comments and recommendations in keeping with our legislative mandate to preserve, protect, and perpetuate fish and wildlife and their habitats for the benefit of future generations – a mission we can only accomplish in partnership with local governments. Specific comments on the draft Utilities Element are provided in the following table.

Table 1. Recommended changes to the draft Utilities Element.

Policy Number	Policy Language (with WDFW Suggestions in Red)	WDFW Comment
Policy U –2.2 Page 13	Require utilities notify the City before utility work is done to discuss the best means to preserve vegetation from utility work.	WDFW appreciates this policy, as the retention of vegetation should be prioritized in all utility work. We recommend the avoidance of topping trees and to consider other options when trees grow near utility lines, pruning above power lines if possible.
Policy U - 3.1 Page 13	Encourage the multiple uses of corridors for trails, wildlife habitat connectivity , transportation right-of-way and utilities.	We suggest incorporating wildlife habitat connectivity within the multi-use capacity for utility corridors.
Policy U – 4.3	Where feasible, require installation of new power and	This policy could be implemented via development code changes that require developers to bury

Page 14	communication lines to be placed underground to reduce damage from storms and wildfire ignition risks.	power lines and associated infrastructure underground. See a FEMA case study regarding the benefits of burying power lines for further details.
Utility - Goal 4 Page 14 Suggested Policy	Plan and build facilities, utilities, and infrastructure projects to avoid or withstand flooding from changing flood plains and associated climate impacts.	Incorporating current and future flood-risk impacts into the planning and construction of public buildings will help reduce long-term social, economic, and environmental risks.
Utility - Goal 4 Page 14 Suggested Policy	Utilize WDFW's Priority Habitats and Species information in order to avoid siting facilities in areas of high ecological value and function.	We recommend all projects utilize information provided by WDFW's PHS program in order to ensure no net loss of crucial ecological values and functions.

WDFW appreciates the efforts the City of North Bend is undertaking to protect and improve habitat and ecosystem conditions throughout your jurisdiction. We look forward to continuing to work with you during the review and implementation of the city's updated Comprehensive Plan and related regulations.

If you have any questions, please call me at (425) 537-1354.

Sincerely,

Morgan Krueger
Regional Land Use Planner, WDFW Region 4

CC:

Kara Whittaker, Land Use Conservation and Policy Section Manager (Kara.Whittaker@dfw.wa.gov)
Marian Berejikian, Environmental Planner (Marian.Berejikian@dfw.wa.gov)
Timothy Stapleton, Regional Habitat Program Manager (Timothy.Stapleton@dfw.wa.gov)
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Kevin Lee, Habitat Biologist (Kevin.Lee@dfw.wa.gov)
Liz Voytas, Habitat Biologist 2 (R4CPlanning@dfw.wa.gov)
Ted Vanegas, WA Department of Commerce (ted.vanegas@commerce.wa.gov)

Susie Oppedal

From: Mike McCarty
Sent: Thursday, June 20, 2024 3:36 PM
To: Susie Oppedal
Subject: Comment Regarding AB24-055 (Franchise Utilities Element Update)

From: Moore Family <moores@gocougs.net>
Sent: Monday, June 3, 2024 5:51 PM
To: Council <COUNCIL@northbendwa.gov>
Subject: Comment Regarding AB24-055 (Franchise Utilities Element Update)

Some people who received this message don't often get email from moores@gocougs.net. [Learn why this is important](#)

Good Afternoon:

We are writing to voice our objections as citizens of North Bend to some of the language used in the Franchise Utilities Element Update as will be addressed in tomorrow's city council meeting. More specifically, the language that indicates that "Natural gas is not an essential service".

The inclusion of this language is worrying considering the current political climate regarding natural gas. When some politicians and some utilities are currently calling for the banning of natural gas, we would rather prefer that the City of North Bend not take unintentional steps that would eventually lead to the limitation or termination of this utility.

As we face a rash and unprecedented cost-of-living crisis in the Valley, the City Council should not take actions that will further worsen this crisis. Limiting or banning natural gas, or the essential equivalent of limiting new construction of such, would heavily impact the cost-of-living in North Bend. A burden that will disproportionately fall upon the least-resourced citizens of the valley.

Natural gas stands as the cheapest and cleanest of all fossil fuels, we can work on resolving the region's problems without unintentionally causing damage to the health of our local economy and our citizenry. We encourage the City Council to either vote to change such language or vote against any measure that includes such language.

Sincerely,

Byron and Robby Moore

814 NE 3rd Street, North Bend, WA 98045

Rattlesnake-Lake Tradition 230 kV Line

The Rattlesnake-Lake Tradition transmission line is a planned new 230 kV line, which would connect the existing cross-Cascades transmission line near Rattlesnake Lake southeast of North Bend to the existing Lake Tradition substation near Issaquah. This line would allow power generation in Eastern Washington to be supplied to King County as well as strengthen the power system in the North Bend area and the rest of King County.

Lantern Substation and 115 kV Transmission Line

The planned Lantern substation, located south of North Bend at a site to be determined in the future, would provide electric power to customers in the Southeast North Bend area. This would provide a possible interconnection point for existing and future transmission lines to improve reliability and capacity in the North Bend area.

Future Distribution Substations

At present, the timing of future distribution substations cannot be determined due to the uncertainty of load growth in this area, an island of urban development in a rural area. It is likely that the Snoqualmie/North Bend area may need an additional substation or an additional transformer in an existing substation in the near future.

NATURAL GAS

Description & Inventory

Puget Sound Energy is an investor-owned natural gas utility that supplies natural gas to six Western Washington counties: Snohomish, King, Kittitas, Pierce, Thurston, and Lewis. Puget Sound Energy provides natural gas service to customers in six Western Washington counties: Snohomish, King, Kittitas, Pierce, Thurston, and Lewis.

~~Natural gas is not an essential service. However, PSE serves natural gas to many customers in North Bend that find that fuel essential for their space and water heat. The UTC requires PSE to maintain and serve natural gas as long as a demand remains based on demand.~~ Extension of service is based on request and the results of a market analysis to determine if revenues from an extension will offset the cost of construction. PSE will install natural gas service to anyone who requests it.

Natural gas comes from gas wells in the Rocky Mountains and in Canada and is transported through interstate pipelines by Williams Northwest Pipeline to Puget Sound Energy's gate stations.

Definitions, Abbreviations, and Acronyms

- Btu – British thermal unit, One Btu is the heat required to raise the temperature of one pound of water by one degree Fahrenheit.
- cf – Cubic feet
- Mcf – equals the volume of 1,000 cubic feet of natural gas.
- Natural Gas is a fossil fuel formed when layers of buried plants, gases, and animals are exposed to intense heat and pressure over thousands of years. The energy that the plants originally obtained from the sun is stored in the form of chemical bonds in natural gas.
- psig – pounds per square inch gauge measures a unit of pressure. Psig indicates that the pressure is relative to atmospheric pressure, opposed to psia (absolute) which is relative to a vacuum.
- PSE – Puget Sound Energy
- Therm – One therm equals 100,000 Btu, or 0.10 MMBtu.
- WUTC – Washington Utilities Transportation Commission



City Council Agenda Bill

SUBJECT:	Agenda Date: July 16, 2024	AB24-066
Resolution Authorizing Adoption of the Energy and Sustainability Element Update for the 2024 North Bend Comprehensive Plan	Department/Committee/Individual Mayor Mary Miller City Administrator – David Miller City Attorney – Kendra Rosenberg City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm & Econ Development – Rebecca Deming Finance – Martin Chaw Public Works – Mark Rigos, P.E.	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		
Attachments: Resolution, Exhibit A - Draft Element (clean version), Staff Report and Planning Commission Recommendation containing Redline Version and Comments Received		
SUMMARY STATEMENT:		
As a part of the major 2024 update to the North Bend Comprehensive Plan, City Staff prepared amendments to the Energy and Sustainability Element. Amendments include updating information addressing recent legislation, and new and revised policies addressing various countywide and multicounty planning policies covering topics related to greenhouse gas emissions reduction, equity, urban forestry, and hazards mitigation. New and revised policies also address public comments received from the Snoqualmie Tribe and the Department of Fish and Wildlife.		
The Planning Commission reviewed the amendments at its May 15 and June 5, 2024 meetings, including holding a public hearing on June 5, 2024. The Planning Commission provided a recommendation to approve the amendments on June 5, 2024.		
A clean version of the draft Energy and Sustainability Element is attached with the Resolution. The Staff Report also provides a redline version (showing all amendments and comments describing changes), together with public comments received.		
City Staff recommends approval of the update to the Energy and Sustainability Element with the condition that SEPA environmental review will be completed together with the remainder of the 2024 Comprehensive Plan update prior to formal adoption of the 2024 Comprehensive Plan by the City Council, which will incorporate the Energy and Sustainability Element.		
APPLICABLE BRAND GUIDELINES: Sustainably managed growth, consistent delivery of quality basic services, and commitment to invest in the City and foster community engagement and pride.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the June 18, 2024 Community and Economic Development Committee meeting and was recommended for approval and placement on the Main Agenda for discussion.		
RECOMMENDED ACTION: MOTION to approve AB24-066, a resolution authorizing adoption of the Energy and Sustainability Element for the 2024 North Bend Comprehensive Plan.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 16, 2024		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING ADOPTION OF THE ENERGY AND SUSTAINABILITY ELEMENT FOR THE 2024 NORTH BEND COMPREHENSIVE PLAN

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

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

WHEREAS, the City has prepared proposed amendments to the Energy and Sustainability Element; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to the Energy and Sustainability Element on June 5, 2024; and

WHEREAS, the Planning Commission recommended approval of the amendments to the Energy and Sustainability Element at its June 5, 2024 meeting; and

WHEREAS, in accordance with WAC 365-196-630, a *Notification of Intention to Adopt Comprehensive Plan Amendments* was sent to the State of Washington Department of Commerce and to other State agencies on May 7, 2024 for a required 60-day review period; and

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

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

WHEREAS, the amendment has been prepared in compliance with applicable City policy and State laws;

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

Section 1. Approval of Proposed Amendment: The City Council approves the proposed amendments to the Energy and Sustainability Element, attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. Authorization of Comprehensive Plan Amendments: The City Council hereby directs that the amendment to the Energy and Sustainability Element approved in Section 1 of this Resolution and attached as Exhibit A hereto be included as part of a future ordinance in which all the 2024 Comprehensive Plan amendments are collectively adopted.

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

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

CHAPTER 11:

ENERGY AND SUSTAINABILITY ELEMENT



Photo by Dave Battey, Snoqualmie Valley Historical Museum

A. INTRODUCTION

The City of North Bend has an incredible setting. The rugged backdrop of Mt. Si, the green forested slopes of Rattlesnake Mountain, the wide open fields of Meadowbrook and Tollgate Farms, and the clear flowing mountain waters of the South Fork and Middle Fork Snoqualmie Rivers form our community's character and unique identity, while enhancing its vitality. The desire to pass these resources to our future generations is at the center of the idea of sustainability.

The North Bend Energy and Sustainability Element provides incentive-based policy direction for municipal operations, new development, and outreach to the community to promote the balance of environmental, community, and economic goals for the long term health and prosperity of the City and its future residents. The policies of this Element are additionally intended to support greenhouse gas emissions reductions which enable the City to compete effectively for important sources of grant and loan funding that favor such factors.

Other Elements of this Comprehensive Plan contain objectives and policies that address additional measures of sustainability. These include:

- **Critical Areas Element** – addressing the protection of our physical environment, including wetlands, streams, wildlife habitat, and air and water quality.
- **Transportation Element** – addressing impacts of vehicular mobility on multiple social and environmental factors.
- **Land Use Element** – addressing creating compact mixed-use, walkable communities with an appropriate jobs/housing balance.

A.1 What is Sustainability?

Sustainability is widely recognized by the following definition:

“Sustainability is the ability to meet the needs of the present without compromising the ability of future generations to meet their own needs.”¹

The concept of sustainability describes a condition in which human use of natural resources, required for the continuation of life, is in balance with nature’s ability to replenish them. This concept also extends to economics, as financial decisions must consider balance and the ability to replenish or demonstrate the appropriate payback of expenditures in a timely effective manner. More recently, sustainability has been further expanded to recognize the interdependence of three primary factors or pillars - that of economic vitality, social equity, and environmental quality. A project or action can be considered sustainable when it achieves a balance of these three pillars. When a community maintains a balance of these interdependent pillars, the long-term result is prosperity for the current population and prosperity for its future generations.



A.2 Why is Sustainability Important to North Bend?

Addressing factors of sustainability is necessary for the environmental, economic, and social well-being of North Bend’s current and future generations. By proactively addressing issues of sustainability, the City of North Bend gains the opportunity to:

- i. Resolve issues prior to adverse impacts becoming more costly and difficult;
- ii. Effect positive change through incentive-based policies;
- iii. Compete effectively against other communities for State and Federal grant funds;
- iv. Provide efficient and cost-effective government decision making for citizens and tax payers.
- v. Proactively address energy and sustainability-related issues rather than reacting to future legislation, allowing the City to drive its destiny.

¹ Definition created by the Brundtland Commission, established by the UN in 1983 to consider the impacts of environmental degradation on the human environment, natural resources, and economic and social development.

A.3 Proactively Responding to Legislative Requirements

Measures of sustainability are regularly addressed by the Washington State Legislature. The following are some of the more significant sustainability-related state requirements passed in the last several years.

Green Building Requirements for State-Funded Buildings

During the 2005 legislative session, Washington State passed the country's first law requiring that all new buildings and renovation projects of state public agencies and school districts that receive state funding be built to one of three green building standards ([Chapter 39.35D RCW](#)). Projects that receive funds from the state capital budget must achieve at least the Leadership in Energy and Environmental Design (LEED) Silver standard.

Electric and Biofuel Vehicle Operations Requirements

RCW 43.19.648 passed in 2009 and as further clarified under WAC 194-29 now requires that local governments must now transition their fleets to electricity or biofuels to the extent practicable

Statewide Greenhouse Gas Reduction Goals

The Washington State Legislature in 2009 passed statewide greenhouse gas reduction limits, codified as RCW 70.235 and amended in 2020 as RCW 70A.45. These goals include reduction of statewide greenhouse gas emissions to 40% below 1990 levels by 2030 and 95% below 1990 levels by 2050, and a reduction in vehicle miles traveled by 18% by 2020 (and further reductions by 2035 and 2050), require the Department of Ecology to inventory and track greenhouse gas emissions state-wide, and require industries of a certain size to report greenhouse gasses to the Department of Ecology.

RCW 70.45.070 also requires that all state agencies providing competitive grants for economic development and infrastructure must consider whether cities receiving state capital funds have adopted policies to reduce greenhouse gas emissions. This requirement is highly impactful for our local government funding as it represents a significant amount of grant and loan funding to the City, including such sources as the Public Works Trust Fund (transportation and infrastructure grants and loans), and competitive grants from the Department of Ecology (environmental policy grants), Department of Commerce (land use policy and economic development grants), and Washington State Recreation and Conservation Office (Park and trail grants), among others. Having goals and policies in place to address greenhouse gas reduction will help ensure that the City is positioned for a primary source of funding opportunities for local projects.

Incorporating Climate Change into Comprehensive Plans

House Bill 1181 which took effect in 2023 made significant changes to the Growth Management Act to incorporate climate change provisions into local comprehensive plans. Included with that is a requirement to create a new Climate Change and Resiliency Element, which the City will need to adopt by June 30, 2029. The future Climate Change and Resiliency Element may become a part of this Energy and Sustainability Element.

B. SUSTAINABILITY AND PROPERTY RIGHTS

Sustainability involves striking a balance between protecting individual and public interests. In the case of this Energy and Sustainability Element, the focus is on creating incentives rather than regulations where possible, and providing the public with information for wise decision making, rather than mandates for code compliance.

ES Goal 1: In city operations and in the development of policies and regulations, ensure an appropriate balance between individual property rights and the public interest.

- ES 1.1 Wherever possible, foster wise and sustainable land use decisions in the community through incentives rather than regulations.
- ES 1.2 Regularly seek to streamline permit and approval processes and remove regulations that are no longer applicable.

C. EDUCATION AND OUTREACH

Education is a core purpose of this element and a key to achieving sustainability goals. Education should occur through cost effective methods to tax payers, such as the City website, use of existing Boards and Commissions, and partnerships with other governmental agencies, schools and community groups. Education and outreach should include:

- City employees –To reduce municipal operating costs; to utilize economies of scale between city departments with regard to city resources; to learn methods of doing business in ways that are both economically wise and environmentally sound.
- City officials – To develop awareness of strategies for sustainable municipal operations and programs; to gain support and understanding of the latest techniques and methods
- Residents - To raise awareness regarding personal and collective sustainability actions individuals can take on their own; to gain support and understanding of the techniques and methods being proposed and applied

Partnering with other governmental agencies, schools, community groups and utility providers will ultimately conserve money while promoting participation in sustainability throughout the community.

ES Goal 2: Increase individual and public awareness of, and participation in, efforts to foster greater sustainability.

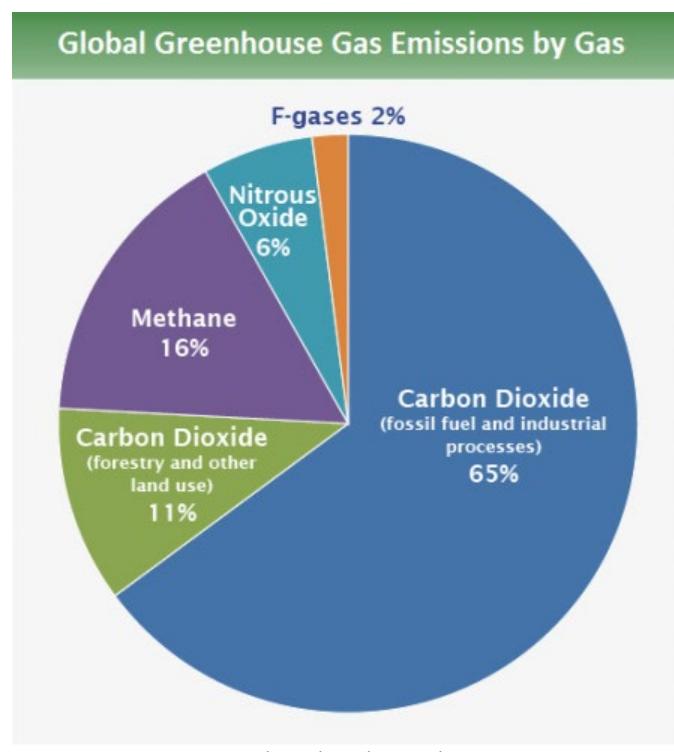
Policies:

- ES 2.1 Help to recognize and make transparent the ecological and economic impacts of City land use, transportation and budget decisions.
- ES 2.2 Help direct people to resources available from other agencies, utility providers and organizations that address issues of sustainability.

- ES 2.3 Maintain a sustainability page on the City's website identifying measures the City is taking to reduce costs, increase services, reduce greenhouse gas emissions, energy and resource consumption, and other environmental impacts, and ways that residents can further reduce their own impacts.
- ES 2.4 Encourage local organizations, community groups, and businesses to organize events and activities that incorporate sustainable measures.
- ES 2.5 Publicize and recognize the accomplishments of the City's and community's sustainability efforts.

D. GREENHOUSE GAS EMISSIONS REDUCTION

Greenhouse gases are substances that contribute to warming of the climate by trapping heat in the atmosphere. Carbon dioxide is the most dominant greenhouse gas; however a number of other gases also contribute significantly to climate change, including methane (CH₄), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrochlorofluorocarbons (HFCs) and perfluorocarbons (PFCs). Greenhouse gasses are emitted from both natural sources and anthropogenic (human activity related) sources, but it is the emissions from anthropogenic sources contributing to global warming which we have the ability to address.

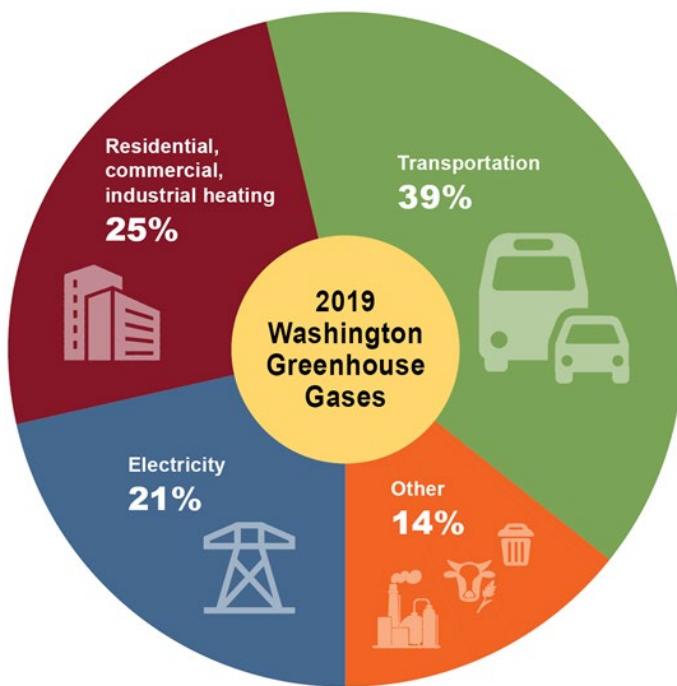


Source Intergovernmental Panel on Climate Change, 2014 AR5 Report

Statewide, transportation is the largest share of greenhouse gas emissions, followed by use of fuels to heat residential, commercial and industrial buildings (RCI), as depicted in the chart below (Washington's transportation emissions percentage is skewed above the national average

due to the generation of most electricity in our state from hydropower sources, which does not contribute to greenhouse gas emissions. Electricity generation is typically the largest source of greenhouse gas emissions.). These percentages are likely to be similar within the City of North Bend.

Percent GHG Emissions by Sector in Washington , 2019



Source: Washington State Greenhouse Gas Emissions Inventory 2019, Department of Ecology Pub. 22-02-054

ES Goal 3: Advance the adoption and implementation of actions that substantially reduce greenhouse gas emissions in support of state, regional, and local emissions reduction goals, including targets adopted by the Puget Sound Clean Air Agency.

ES 3.1 Protect and restore natural resources that sequester and store carbon including public forested and open space lands, wetland areas and stream corridors, and the City's urban tree canopy.

ES 3.2 Reduce greenhouse gas emissions in the local transportation sector by transitioning the City's fleet to electric and more fuel-efficient vehicles, supporting local transit options, installation of EV charging infrastructure and bicycle racks with new development and in public areas, and developing bicycle and pedestrian networks that help reduce local vehicle miles traveled.

Additional actions, goals and policies related to the reduction of greenhouse gas emissions are found throughout this ***Energy and Sustainability Element***, as well as in the ***Land Use Element*** and ***Transportation Element*** of the Comprehensive Plan.

E. SUSTAINABLE ECONOMY

E.1 Local Economy and Environmental Quality

With significant natural attractions surrounding the City of North Bend and a local economy supported by tourism, it is particularly important to recognize the interrelationship between a healthy environment and healthy economy. Supporting local economic growth in a manner that complements the natural environment is a key to maintaining sustainability. Likewise, supporting job growth improves overall sustainability by improving the City's jobs/housing balance, which is currently off-balance by way of far more residences than local jobs. Additional policies and direction for supporting economic development are found in the ***Economic Development Element***.

ES Goal 4: Foster a vibrant, balanced, and resilient local economy that supports local production of sustainable goods and services.

Policies:

- ES 4.1 Where possible, support local businesses when awarding municipal contracts and in purchasing supplies and equipment for municipal operations, unless the cost of the product or service offered locally outweighs the benefits of buying local.
- ES 4.2 Foster local job creation to improve the City's jobs/housing balance.
- ES 4.3 Promote economic development strategies that capitalize on the characteristics of the property, resources, and labor available to the North Bend community, and additional industries compatible with North Bend's scenic and recreational environment.
- ES 4.4 Support the farmers market as a means to promote local food production and local economic development generation.
- ES 4.5 Support the use of suitable public lands (such as repetitive loss floodplain buyout lots) and underutilized private lands for local food production.
- ES 4.6 Encourage community pea patch gardens and their stewardship and management by local residents and community groups.

E.2 Economic Values of Government Sustainability

Resources and measures to address sustainability need to be practical and achievable.

ES Goal 5: Ensure careful stewardship of the City's finances and resources in pursuing sustainability in City operations.

Policies:

- ES 5.1 Utilize measures of sustainability that bring the greatest cost benefit ratio, or “bang for the buck.”
- ES 5.2 In choosing materials or equipment for municipal operations, consider long-term operational costs over short term capital expenditures.
- ES 5.3 Maintain existing municipal equipment and facilities in optimal condition to reduce the need for costly repairs or replacement.
- ES 5.4 Consider the purchase of used rather than new vehicles and equipment that otherwise meet energy and resource conservation objectives.

F. ELECTRICAL ENERGY CONSUMPTION, CONSERVATION AND LOCAL GENERATION

The City’s role in electricity conservation comes through monitoring and reducing consumption in its own operations, and in establishing incentives applicable to new development for constructing buildings utilizing energy efficient practices and materials.

For many cities, street lighting is the largest fixed annual general-fund expense. By replacing 21,000 conventional streetlight bulbs with LEDs, Seattle reduced its streetlight bill by 50%, saving the City more than 1.2 million annually.

Boston Globe, Aug. 2, 2012

ES Goal 6: Reduce energy consumption and encourage energy efficiency and conservation in City operations and in the community.

F.1 Municipal Operations

Municipal buildings, equipment, and infrastructure (including pump stations, street lights, and wastewater operations) collectively use a significant amount of electricity. Because of all the energy uses a City is responsible for, conservation measures can provide substantial cost savings to taxpayers and reduced greenhouse gas emissions and other environmental impacts.

Policies:

- ES 6.1 Foster energy conservation practices among City employees.
- ES 6.2 Make energy efficiency a priority in City operations and facilities, retrofitting city facilities with energy efficient lighting and equipment as practical. Participate in rebate and incentive programs from Puget Sound Energy and others to offset the costs of retrofits.
- ES 6.3 Where practical, conduct energy audits of existing municipal buildings to identify high-priority retrofits and repairs for increasing energy efficiency and cost savings.

- ES 6.4 When installing new or retrofitting existing street and public area lighting, select fixtures and bulbs that minimize energy use and prevent over-lighting.
- ES 6.5 Evaluate the selection of US EPA Energy Star certified equipment and appliances when purchased for City use, and make such selection when the business case justifies the cost.

F.2 New Development and Community Energy Use

Electricity in the City of North Bend is provided by Puget Sound Energy and the Tanner Electric Cooperative, both of which have programs to promote energy conservation by their customers. The City can additionally influence energy use in the community by providing incentives for providing energy efficient materials and construction, and by enabling the development of private local generation projects, such as solar arrays and wind turbines on buildings.

Policies:

- ES 6.6 Provide incentives for energy efficiency in new development, including Energy Star certified homes, buildings and plants.
- ES 6.7 Encourage opportunities for local energy generation, including the installation of local solar and wind facilities. Evaluate potential sites and partnerships with other agencies, such as the school district, parks district, King County and other agencies with land and facilities that could accommodate local energy generation facilities.
- ES 6.8 Review and revise building and development codes, design guidelines, and zoning ordinances to remove barriers to the installation of local-site energy generation facilities.

G. FOSSIL FUEL CONSUMPTION

The global environmental impacts of extracting, processing and burning of fossil fuels are numerous, including significant habitat destruction, air and water pollution, and greenhouse gas emissions. The City can implement strategies designed to reduce the City's fossil fuel consumption, ultimately saving money and improving air quality. One strategy is by addressing RCW 43.19.648, by planning for and transitioning the City's fleet as vehicles reach the end of their practical life.

Burning a gallon of gasoline emits almost 20 pounds of carbon dioxide. A typical late-model, mid-sized sedan produces about 9,500 pounds of carbon dioxide each year, while a hybrid car generates less than half that, about 4,300 pounds.

Environmental Protection Agency

Another strategy is through establishing densities and land use design that supports the use of public transit, encourages walking and bicycling, and other alternatives to single-occupant vehicle trips. This can be done by providing complete streets (interconnected streets with

sidewalks and bicycle lanes) and pedestrian pathway networks. These issues are addressed through the **Land Use Element** and **Transportation Element** of the Comprehensive Plan.

ES Goal 7: Optimize the efficiency of fossil fuel use in City operations and encourage measures in the community which reduce fuel use and emissions.

Policies:

- ES 7.1 Increase the fuel efficiency of the City's vehicle fleet and implement a policy to consider "right-sizing" for the right application in vehicle purchase decisions.
- ES 7.2 Consider alternative work schedules to reduce employee commutes, i.e. telecommuting and flex-time schedule when appropriate.
- ES 7.3 Implement a no-idling policy with all City vehicles.
- ES 7.4 Educate the public about the benefits of not idling vehicles.
- ES 7.5 Limit idling in certain circumstances and locations.
- ES 7.6 Support the installation electric vehicle charging infrastructure by the private market.

H. WATER CONSERVATION

The City of North Bend impacts water use both through its own operations and through public use of water from the City's service area and the Sallal Water Association, which also serves portions of North Bend. Reducing municipal and public water use not only benefits in-stream flows, it benefits the financial bottom line, as treating and pumping domestic water and wastewater is one of the most energy intensive municipal operations. The less water that residents use, the more energy the City can save. Water consumption and conservation is addressed in Chapter 5 of the City's **2020 Water System Plan**, which provides a Water Use Efficiency Program and includes a section on water conservation measures. The City has also adopted a Water Conservation Ordinance in North Bend Municipal Code Chapter 13.50 establishing public outreach and education measures, water conservation requirements, and seasonal water use restrictions depending on adopted water conservation stages necessary to maintain in-stream flows to the Snoqualmie River.

ES Goal 8: Conserve and reduce water use for the protection of our environment and for future generations.

Policies:

- ES 8.1 Implement the City's Water System Plan including its water conservation and efficiency efforts to protect natural resources, reduce environmental impacts, and support a sustainable long-term water supply to serve the City's growing population.

ES 8.2 Coordinate with other agencies and groups with interests and rights to water and water-dependent resources within the Snoqualmie Basin to promote climate and drought resiliency, environmental and human health, and long-term economic sustainability.

I. GREEN BUILDING

The efficiency and environmental impacts of building materials and practices can have a substantial impact on energy, water and resource consumption, as well as human health. A number of third-party independent certifying organizations have developed standards that measure the efficiency and environmental impacts of building construction, the two most common of which include the US Green Building Council's *Leadership in Energy and Environmental Design* (LEED) program, used for commercial and residential buildings, and the *Built Green* program, which focuses principally on residential construction.

Both LEED and Built Green are point-based ratings systems that address energy, water and resource conservation, indoor air quality, site sustainability, and use of sustainable building materials.

The most efficient way that the City can foster sustainable building practices is by encouraging participation by developers in these existing certification programs, and participating directly in these programs in the construction of public buildings.



ES Goal 9: Encourage the construction of green buildings in the public and private sectors.

Policies:

ES 9.1 Utilize green building techniques and measures in municipal projects when the economics of a project demonstrate appropriate payback on investment.

ES 9.2 Provide incentives to the private sector for the development of green and energy efficient buildings, utilizing programs such as Built Green, Leadership in Energy and Environmental Design (LEED), Energy Star, or equivalent. Incentives can include awards or recognition, expedited review, reduced permitting costs or impact fees, density bonuses, or other measures as appropriate.

ES 9.3 Identify and remove regulatory or procedural barriers to implementing green building practices, such as updating codes, guidelines, and zoning, and ensure that plan review and building inspection staff are trained in green building materials, practices, and techniques as appropriate.

J. RESOURCE CONSUMPTION

The City uses a considerable amount of resources in its day-to-day operations, through the purchase of supplies and equipment, and in cleaning and maintaining its facilities. The City can take a number of simple measures that reduce resource consumption and waste through environmentally preferable purchasing. Environmentally preferable purchasing is the procurement of goods and services that have lower negative impacts on the environment and human health compared with conventional products that serve the same purpose.

ES Goal 10: Reduce unnecessary and/or unwarranted consumption to minimize the cost of City operations, and the environmental and human health impacts of the resources used in City operations.

Policies:

- ES 10.1 Develop an environmentally-preferable purchasing strategy for municipal equipment, vehicles, office supplies, and other products purchased by the City, that considers durability, environmental and carbon footprint, local sourcing, waste reduction, and minimization of toxic and hazardous substances, and weighs the cost benefit in those purchasing decisions. Support environmentally-preferable purchases when the cost is equivalent to the conventional alternative.
- ES 10.2 Purchase recycled, reused or refurbished supplies, equipment and vehicles for City departments where appropriate.
- ES 10.3 Substitute, reduce, and where possible, eliminate the use of toxic materials in municipal operations, such as synthetic fertilizers, pesticides, preservatives, solvents, and other materials that have negative environmental and human health impacts.
- ES 10.4 Whenever possible, extend the useful life of products and buildings through repairs and remodels rather than replacement.
- ES 11.5 Give priority to implementing actions that save both costs and resources. For example, provide pitchers of tap water rather than bottled water for City meetings and functions.
- ES 11.6 Reduce the City's use of paper by using double-sided printing where appropriate.
- ES 11.7 Consider implementing paperless City Council meetings.

K. WASTE REDUCTION AND RECYCLING

In 1985, recycling 25% of overall waste was considered the maximum level feasible. By 2021, Washington State residents recycled or diverted an average of 50.5% of all solid waste (Washington State Department of Ecology), and there is still significant opportunity to increase well beyond this rate. Waste *reduction* is perhaps an even more important goal – reducing the amount of waste generated in the first place. Both the City and its residents have roles to play in the well-known mantra, “reduce, re-use, recycle.”

ES Goal 11: Reduce waste and increase recycling and waste diversion in City operations and in the community.

K.1 Municipal Operations

City operations involving solid waste collection and recycling includes secure shredding and recycling of office waste paper, regular recycling of other materials and waste disposal from office use, and garbage and recycling collection at parks and during special events. The City does not currently offer recycling at public parks, which represents an opportunity for community participation in recycling, and a focus for future improvement.

Policies:

- ES 11.1 Reduce waste production and increase recycling and waste diversion in City operations, in public parks, and other public places.
- ES 11.2 Place recycling containers adjacent to garbage containers in all areas where public waste receptacles are provided. Ensure that recycling containers are clearly indicated for recycling purposes only, to discourage disposal and mingling of trash with recyclables.
- ES 11.3 Develop operating procedures to ensure that outdoor recycling pickup and management at City parks and other public spaces is time and resource efficient for City personnel.
- ES 11.4 Provide recycling and food waste composting bins at public events and festivals.

K.2 Community Waste Reduction and Recycling

The City of North Bend provides its residents and businesses with solid waste and recycling services through a contract with a waste management service provider. The City can influence resident participation in waste reduction and recycling through outreach and education, and by ensuring that its solid waste contracts include full recycling services, including recycling of yard and food waste.

Recycling just one aluminum can saves enough energy to run a TV for three hours -- or the equivalent of a half a gallon of gasoline.

Recycling-revolution.com

Policies:

- ES 11.5 Reduce waste production and increase recycling rates in the community.
- ES 11.6 Ensure that solid waste contracts provide complete and convenient opportunities for resident participation and education in recycling and waste diversion, including curbside pickup of comingled recycling and food and yard waste recycling. Ensure that these services are available to single and multi-family homeowners, apartment residents, and businesses alike.

ES 11.7 Provide for hazardous waste collection, to ensure proper recycling or disposal of materials not suitable for curbside pickup.

ES 11.8 Incentivize building moving and building deconstruction and material re-use rather than building demolition when practical.

L. SUSTAINABLE MOBILITY

In Washington State, transportation accounts for 39.5% of all greenhouse gas emissions (Greenhouse Gas Emissions Inventory, Department of Ecology, 2019). Municipalities have a strong role to play in reducing transportation-related greenhouse gas emissions and addressing health-related transportation issues, as the built environment influences how far and by what mode people will travel on a daily basis. Goals and policies addressing the relationships between transportation and multiple measures of sustainability are found within the **Transportation Element**. Goals and policies addressing the overall densities and development patterns of the City that foster walking, bicycling and transit use, as well as policies addressing the jobs/housing balance to reduce regional commuting, are found in the **Land Use Element**.

M. EQUITY

Municipal government and land use decisions are made with consideration of input from the public as provided through the public process. It is very important for the overall balance of sustainability to ensure that all voices are heard or represented through local government. Issues of equity that can be addressed by a City include equitable public input and decision making, ensuring community facilities and infrastructure address the needs of all ages and abilities, and geographic, social, and economic equity in locating community facilities. Additional issues of equity involve housing affordability and the provision of affordable housing, which are addressed in the goals and policies of the **Housing Element**.

ES Goal 12: Develop a robust out-reach program to all populations to build trust and strengthen relationships between the City and its residents, and ensure that municipal actions are transparent, equitable, and just.

Policies:

ES 12.1 In outreach and education activities, and in the public process for land use decision making, strive to reach out to underrepresented and historically marginalized populations, including youth, minorities, people with disabilities, and people that are poor, and encourage their participation.

ES 12.2 In land use decision making, ensure that the City takes into consideration the interests of underrepresented or historically marginalized populations, even when their voices are not heard at the table. Develop and use tools to consider equity impacts when developing plans or policies for outcomes that might disproportionately affect such populations.

- ES 12.3 Solicit and incorporate the use of Indigenous Knowledge together with Best Available Science in land use planning and decision making.
- ES 12.4 Partner with the Snoqualmie Valley School District and youth organizations on projects that provide opportunities for youth participation in public decision making and volunteerism, and as a means to provide community outreach and education.
- ES 12.5 Provide opportunities for members of city boards and commissions to share and confer on cross-organizational and inter-organizational matters, to ensure informed decision making and recommendations.
- ES 12.6 Continue to foster youth participation in the public process by providing a youth-position on the Parks Commission, and other boards and commissions as appropriate.
- ES 12.7 Consider economic, social, and geographic equity in locating municipal facilities that can cause negative or positive impacts on the surrounding neighborhood, such as parks, road improvements, wastewater treatment, and utility stations.
- ES 12.8 Ensure all residents, regardless of race, social, or economic status, have a clean and healthy environment. Identify, mitigate, and correct for unavoidable negative impacts of public actions that disproportionately affect residents and neighborhoods impacted by existing and historical racial, social, environmental, and economic inequities, and who have limited resources or capacity to adapt to a changing environment.
- ES 12.9 Partner with educational, governmental and community organizations to encourage community access to information and education. Examples include the Snoqualmie Valley School District, King County Library System, Encompass, the North Bend Food Bank, and the Snoqualmie Valley Chamber of Commerce.
- ES 12.10 Develop and encourage volunteer opportunities, community projects and events that promote community health and interaction. Examples include habitat restoration projects, community races and festivals, and the Adopt-a-Park Program.

N. URBAN FORESTRY

In addition to providing beauty, trees play a role in a number of factors of environmental and economic sustainability, including carbon sequestration, air quality improvement, shading of both buildings and streams, providing wildlife habitat, reducing erosion, uptake of stormwater, and increasing property values, while also representing a significant indigenous resource. The City of North Bend provides for and enhances its urban forest through the provision of street trees on all public streets, protections of existing trees in clearing and land development, and via landscaping requirements applicable to new development.

100 mature tree crowns intercept about 100,000 gallons of rainfall per year, reducing runoff and flooding, and providing cleaner water.

US Forest Service, Northeastern Area

ES Goal 13: Enhance the health, viability and beauty of North Bend's Urban Forest Canopy as a resource integral to the character and identity of North Bend.

- ES 13.1 Work to maintain and enhance North Bend's urban forest canopy over time by planting trees on public property and requiring the installation of street trees along all public streets in association with new development and public street improvements.
- ES 13.2 Preserve existing native trees whenever possible within rights-of-way, parks and other public properties.
- ES 13.3 Retain existing urban forest canopy when development occurs by establishing and maintaining tree retention and planting requirements appropriate to different land use types, and consistent with Wildland Urban Interface wildfire safety provisions.
- ES 13.4 Actively work to protect and restore forest canopy and health along river and stream shorelines.
- ES 13.5 Maintain an inventory of public trees to ensure optimal knowledge of tree conditions, hazards, and maintenance and replacement needs.
- ES 13.6 Implement a tree canopy management plan, updated regularly, to track changes in tree canopy, density and composition.
- ES 13.7 Replace street trees and other public trees that have died or been removed over time.
- ES 13.8 In support of environmental equity, prioritize urban planting and tree replacement efforts in areas with greater numbers of lower income residents such as the downtown core, and areas that have less access to nearby green spaces.
- ES 13.9 Provide public outreach and education to recognize the values and functions that trees provide in the urban environment and for the character of North Bend.
- ES 13.10 Pursue annual certification as a Tree City USA City through the National Arbor Day Foundation and Washington State Department of Natural Resources.
- ES 13.11 Seek grants and work with partner organizations such as the Mountains to Sound Greenway Trust and the Snoqualmie Tribe on acquisition, restoration, and enhancement of key forested areas, including river and stream shorelines and forested areas of Tollgate Farm and Meadowbrook Farm.
- ES 13.12 Cooperate with the Snoqualmie Tribe to identify and protect culturally significant trees and groves.

O. LOW IMPACT DEVELOPMENT STORMWATER MANAGEMENT

Low Impact Development (LID) Stormwater Management refers to the use of techniques that manage stormwater runoff through small-scale, on-site infiltration measures rather than through the construction of traditional drainage facilities such as pipes, stormwater vaults and ponds that are connected to a larger centralized point-discharge stormwater system. LID stormwater management techniques can provide cost savings to developers by reducing or eliminating the need for costly “hard” infrastructure such as pipes, vaults and ponds, which also take up valuable developable area. Using greater LID stormwater management techniques also provides cost savings to the City in minimizing downstream investments for capacity upgrades to the City’s stormwater infrastructure, extending the life and function of the current system and reducing future maintenance burdens.

ES Goal 14: Maintain infiltration to the City’s aquifer and minimize stormwater runoff impacts to surfaces waters through the use of Low Impact Development stormwater management techniques.

Policies:

- ES 14.1 Incentivize use of LID stormwater management techniques that minimize impervious surfaces and capture, treat, and infiltrate stormwater, including vegetated roofs, cisterns, rain gardens, and biofiltration swales, or such other techniques which may be developed and approved for application.
- ES 14.2 Encourage placement of buildings, roads, sidewalks and other development to minimize the need for clearing and maximize preservation of existing native vegetation.
- ES 14.3 Ensure the proper care and management of LID stormwater techniques by the City for public facilities, and by private property owners or homeowners associations responsible for these features on private property.
- ES 14.4 Develop management protocol to ensure that regular “vacuuming” of pervious paving surfaces is performed to keep them from becoming clogged and losing their infiltration capacity over time.

P. NATURAL HAZARDS PREPAREDNESS AND MITIGATION

Being prepared for emergencies resulting from natural hazards is an essential component of community sustainability and resiliency. North Bend is situated adjacent to steep mountain slopes, rapid rivers, and expansive forests where natural hazards can be particularly close-at-

hand and potentially severe. Emergencies can occur in association with flooding, wildfires, earthquakes, storms, and landslides. Such natural hazards can be exacerbated by weather patterns resulting from climate change and are likely to increase in frequency and severity over time. Appropriate planning is essential for the safety and well-being of the community. Of note, additional policies addressing planning for frequently flooded areas and geologically hazardous areas are found within the Critical Areas Element.

ES Goal 15: Establish policies, programs, and partnerships that enhance the City's emergency preparedness and capabilities in responding to natural hazards.

- ES 15.1 Collaborate with relevant partner agencies and organizations to plan for consistent emergency preparedness and response measures, define roles and responsibilities, and enable the appropriate incident command to take action for various emergencies.
- ES 15.2 Adopt and implement the King County Hazard Mitigation Plan and subsequent updates.
- ES 15.3 Support the operation of a Community Emergency Response Team to train and equip community volunteers to mobilize and be ready to assist professionals with disaster response.
- ES 15.4 Adopt zoning and building regulations that implement the Wildland Urban Interface Code to require fire-resistant construction materials, setback requirements, and other construction provisions that protect against fire exposure.
- ES 15.5 Develop regulations for landscaping and vegetation management that create fire-defensible space around structures, while also balancing preservation of the natural and forested character important to North Bend's residents.
- ES 15.6 Plan for an interconnected roadway network and multiple vehicle connection points into and out of new residential developments to ensure rapid emergency response capabilities and evacuation opportunities.
- ES 15.7 Identify and support vulnerable communities in planning for emergency preparedness and response, including schools, facilities for elderly and mobility-impaired individuals, and communication measures for non-English speakers and hearing-impaired individuals.



**Staff Report and Planning Commission Recommendation for
Updates to the Energy and Sustainability Element of the Comprehensive Plan**

Meeting Date: June 5, 2024 Planning Commission Meeting

Proponent: City of North Bend

Staff Recommendation: A Motion to recommend City Council approval of the proposed updated Energy and Sustainability Element of the Comprehensive Plan for adoption with the rest of the 2024 Comprehensive Plan Update.

I. Purpose of proposed amendments:

The City of North Bend is proposing amendments to the Energy and Sustainability Element of the Comprehensive Plan. Amendments are being prepared as a part of the broader 2024 periodic update to the North Bend Comprehensive Plan, as required under RCW 36.70A.

The Energy and Sustainability Element has been revised to update and replace outdated information addressing recent legislation, and to address various countywide planning policies and multicounty planning policies addressing issues of greenhouse gas emissions reduction, equity, urban forestry, and hazards mitigation. Two new sections have been added addressing Urban Forestry (previously only referenced to an Urban Forestry Plan that was not adopted by City Council), and Natural Hazards Preparedness and Mitigation.

Of note, this update is not intended to address the full range of climate change topics required under House Bill 1181, which the City will need to address in a new Climate Change and Resiliency Element due by June 30, 2029. That update will occur in a subsequent update following the City's 2024 Comprehensive Plan amendments.

A redline version is attached, showing all amendments and comments describing the proposed changes, as well as a clean version without redlines or comments.

II. Impacts of Proposed Amendment

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

- 1. Environmental Impacts.** Negative environmental impacts are not anticipated from adopting the updates to the Energy and Sustainability Element. The Element is specifically intended to support protection of the environment by providing policies addressing greenhouse gas emissions reduction, energy, water and resource conservation, reductions in use of fossil fuels, waste reduction, and urban forestry. State Environmental Policy Act review will be conducted for the Comprehensive Plan update

as a whole, which will provide opportunity for further consideration of environmental impacts of the Comprehensive Plan including this Element prior to its adoption.

2. **Economic Impacts.** The updates to the Energy and Sustainability Element are not expected to have negative economic impacts on businesses and property owners within the City. Actions relating to reducing greenhouse gas emissions will ultimately provide a long-term economic benefit to the North Bend economy by increasing the City's resilience to natural hazards related to climate change.
3. **Cultural Impacts.** No significant cultural impacts are anticipated from the amendments. State Environmental Policy Act review will be conducted for the Comprehensive Plan which will provide opportunity for further consideration of cultural impacts of the Comprehensive Plan including this Element, prior to its adoption before the end of 2024.
4. **Impacts to Surrounding Properties.** The Elements apply City-wide and not specific to individual properties. Future projects that are located on and/or adjacent to specific properties will be subject to public notification and permitting requirements, which will include evaluation of potential impacts to such properties consistent with State Environmental Policy Act review, and review against City development regulations at the time of application and review for such projects.

III. Compatibility of Proposed Amendment with North Bend Comprehensive Plan

In accordance with NBMC 20.08.080, Comprehensive Plan and development regulation amendments must be evaluated for compliance with the Comprehensive Plan. The proposed amendments are provided consistent with countywide planning policies and multicounty planning policies addressing climate change and equity considerations.

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

In accordance with NBMC 20.08.080, Comprehensive Plan amendments must be evaluated for compliance with the North Bend Municipal Code. The proposed amendments are compatible with the North Bend Municipal Code and are prepared consistent with the amendment procedures in NBMC 20.08.

V. Planning Commission Analysis:

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

1. Is the issue already adequately addressed in the Comprehensive Plan?
The existing Energy and Sustainability Element in the Comprehensive Plan dates to 2013 and needs to be updated consistent with state law (see below).
2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?
Yes. The proposed update is necessary to ensure consistency with requirements of the Growth Management Act (GMA) and Puget Sound Regional Council (PSRC), as a required component of the City's periodic major update to the Comprehensive Plan due in 2024. Consistency with the GMA and PSRC Vision 2050 is required for certification of the City's Comprehensive Plan by PSRC for eligibility for various state and federal grants, which the City may rely on to fund municipal projects.

Without such certification and use of grants, the City would need to fund a much larger share of the cost of these improvements.

3. Is the proposed change the best means for meeting the identified public need?

Yes.

4. Will the proposed change result in a net benefit to the community?

Yes. The amendments will provide direction for municipal operations and actions that will increase the City's long-term economic, environmental, and social sustainability, resilience, and equity, providing a net benefit to the community.

VI. Summary Findings:

1. Pursuant to RCW 36.70A.106, the draft Element was provided to the Department of Commerce - Growth Management Services via the Secure Access Washington portal on May 7, 2024.
2. State Environmental Policy Act Review will occur for the 2024 Comprehensive Plan updates as a whole, including this draft Utilities Element update, at a later date. SEPA Determination will be required prior to final adoption by Council of the Comprehensive Plan.
3. A public hearing before the Planning Commission was held on June 5, 2024. A notice for this Public Hearing was published in the Valley Record on May 24, 2024. Written comment was received from the Snoqualmie Tribe and from the Washington State Department of Fish and Wildlife, and is included in Exhibit B. Staff prepared amendments to the draft based on the written comment received. No public comment was received at the hearing.
4. The Planning Commission reviewed the draft amendments at its May 15 and June 5, 2024 meetings. Staff prepared revisions to the draft based on input from the Planning Commission at their May 15 meeting and the written comment received.
5. The proposed amendments are consistent with the procedures established in NBMC 20.08, *Comprehensive Plan and Development Regulations Amendment Procedures*.
6. The proposed amendments are consistent with and effectively carry out the policies of and requirements for the Comprehensive Plan.

CONCLUSION AND STAFF RECOMMENDATION:

Based on the findings above, Staff recommends approval of the proposed amendments to the Energy and Sustainability Element of the Comprehensive Plan, attached as Exhibit A.

PLANNING COMMISSION RECOMMENDATION

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

Exhibit A: Draft Energy and Sustainability Element - Redline Version showing edits and staff comments

Exhibit B: Public Comments received

6-5-24 Planning Commission Recommendation – Redline Version showing edits and comments

CHAPTER 11: ENERGY AND SUSTAINABILITY ELEMENT



Photo by Dave Battey, Snoqualmie Valley Historical Museum

A. INTRODUCTION

The City of North Bend has an incredible setting. The rugged backdrop of Mt. Si, the green forested slopes of Rattlesnake Mountain, the wide open fields of Meadowbrook and Tollgate Farms, and the clear flowing mountain waters of the South Fork and Middle Fork Snoqualmie Rivers form our community's character and unique identity, while enhancing its vitality. The desire to pass these resources to our future generations is at the center of the idea of sustainability.

The North Bend Energy and Sustainability Element provides incentive-based policy direction for municipal operations, new development, and outreach to the community to promote the balance of environmental, community, and economic goals for the long term health and prosperity of the City and its future residents. The policies of this Element are additionally intended to support greenhouse gas emissions reductions which enable the City to compete effectively for important sources of grant and loan funding that favor such factors.

Other Elements of this Comprehensive Plan contain objectives and policies that address additional measures of sustainability. These include:

- **Critical Areas Element** – addressing the protection of our physical environment, including wetlands, streams, wildlife habitat, and air and water quality.
- **Transportation Element** – addressing impacts of vehicular mobility on multiple social and environmental factors.
- **Land Use Element** – addressing creating compact mixed-use, walkable communities with an appropriate jobs/housing balance.

A.1 What is Sustainability?

Sustainability is widely recognized by the following definition:

6-5-24 Planning Commission Recommendation – Redline Version showing edits and comments

“Sustainability is the ability to meet the needs of the present without compromising the ability of future generations to meet their own needs.”¹

The concept of sustainability describes a condition in which human use of natural resources, required for the continuation of life, is in balance with nature’s ability to replenish them. This concept also extends to economics, as financial decisions must consider balance and the ability to replenish or demonstrate the appropriate payback of expenditures in a timely effective manner. More recently, sustainability has been further expanded to recognize the interdependence of three primary factors or pillars - that of economic vitality, social equity, and environmental quality. A project or action can be considered sustainable when it achieves a balance of these three pillars. When a community maintains a balance of these interdependent pillars, the long-term result is prosperity for the current population and prosperity for its future generations.



A.2 Why is Sustainability Important to North Bend?

Addressing factors of sustainability is necessary for the environmental, economic, and social well-being of North Bend’s current and future generations. By proactively addressing issues of sustainability, the City of North Bend gains the opportunity to:

- i. Resolve issues prior to adverse impacts becoming more costly and difficult;
- ii. Effect positive change through incentive-based policies;
- iii. Compete effectively against other communities for State and Federal grant funds;
- iv. Provide efficient and cost-effective government decision making for citizens and tax payers.
- v. Proactively address energy and sustainability-related issues rather than reacting to future legislation, allowing the City to drive its destiny.

¹ Definition created by the Brundtland Commission, established by the UN in 1983 to consider the impacts of environmental degradation on the human environment, natural resources, and economic and social development.

6-5-24 Planning Commission Recommendation – Redline Version showing edits and comments**A.3 Proactively Responding to Legislative Requirements**

Measures of sustainability are regularly addressed by the Washington State Legislature. The following are some of the more significant sustainability-related state requirements passed in the last ~~few~~several years.

Green Building Requirements for State-Funded Buildings

During the 2005 legislative session, Washington State passed the country's first law requiring that all new buildings and renovation projects of state public agencies and school districts that receive state funding be built to one of three green building standards (Chapter 39.35D RCW). Projects that receive funds from the state capital budget must achieve at least the Leadership in Energy and Environmental Design (LEED) Silver standard.

Electric and Biofuel Vehicle Operations Requirements

~~In 2009, the legislature enacted RCW 43.19.648 passed in 2009 and as further clarified under WAC 194-29, which now requires that by June 1, 2018, local governments must now transition their fleets to electricity or biofuels to the extent practicable to satisfy 100% of their fuel usage for operating publicly owned vehicles and construction equipment from electricity or biofuel, to the extent determined practicable by rules to be adopted by the Department of Commerce by June 1, 2015. While these rules have yet to be clarified and there is likely to be a phase in period, the City should consider this regulation when replacing and acquiring new vehicles.~~

Statewide Greenhouse Gas Reduction Goals

The Washington State Legislature in 2009 passed statewide greenhouse gas reduction limits, codified as RCW 70.235.~~020~~ and amended in 2020 as RCW 70A.45. These goals include reduction of statewide greenhouse gas emissions to 40% below 1990 levels by 2030 and 95% below 1990 levels by 2050, and a reduction in vehicle miles traveled by 18% by 2020 (and further reductions by 2035 and 2050), require the Department of Ecology to inventory and track greenhouse gas emissions state-wide, and require industries of a certain size to report greenhouse gasses to the Department of Ecology. ~~While not directed at Cities, municipal operations, land use planning, and local transportation decisions will play a strong role in achieving these limits.~~ RCW 70.45.070 also requires

Local Greenhouse Gas Reduction Goals

~~Starting in 2010, RCW 70.235.070 requires~~ that all state agencies providing competitive grants for economic development and infrastructure must consider whether cities receiving state capital funds have adopted policies to reduce greenhouse gas emissions. This ~~is perhaps the most impactful legislative action for requirement is highly impactful for~~ our local government funding as it represents a significant amount of grant and loan funding to the City, including such sources as the Public Works Trust Fund (transportation and infrastructure grants and loans), and competitive grants from the Department of Ecology (environmental policy grants), Department of Commerce (land use policy and economic development grants), and Washington State Recreation and Conservation Office (Park and trail grants), among others. Having goals and policies in place to address greenhouse gas reduction will help ensure that the City is positioned for a primary source of funding opportunities for local projects.

6-5-24 Planning Commission Recommendation – Redline Version showing edits and comments**Incorporating Climate Change into Comprehensive Plans**

House Bill 1181 which took effect in 2023 made significant changes to the Growth Management Act to incorporate climate change provisions into local comprehensive plans. Included with that is a requirement to create a new Climate Change and Resiliency Element, which the City will need to adopt by June 30, 2029. The future Climate Change and Resiliency Element may become a part of this Energy and Sustainability Element.

B. SUSTAINABILITY AND PROPERTY RIGHTS

Sustainability involves striking a balance between protecting individual and public interests. In the case of this Energy and Sustainability Element, the focus is on creating incentives rather than regulations where possible, and providing the public with information for wise decision making, rather than mandates for code compliance.

ES Goal 1: In city operations and in the development of policies and regulations, ensure an appropriate balance between individual property rights and the public interest.

ES 1.1 Wherever possible, foster wise and sustainable land use decisions in the community through incentives rather than regulations.

ES 1.2 Regularly seek to streamline permit and approval processes and remove regulations that are no longer applicable.

C. EDUCATION AND OUTREACH

Education is a core purpose of this element and a key to achieving sustainability goals. Education should occur through cost effective methods to tax payers, such as the City website, use of existing Boards and Commissions, and partnerships with other governmental agencies, schools and community groups. Education and outreach should include:

- City employees –To reduce municipal operating costs; to utilize economies of scale between city departments with regard to city resources; to learn methods of doing business in ways that are both economically wise and environmentally sound.
- City officials – To develop awareness of strategies for sustainable municipal operations and programs; to gain support and understanding of the latest techniques and methods
- Residents - To raise awareness regarding personal and collective sustainability actions individuals can take on their own; to gain support and understanding of the techniques and methods being proposed and applied

Partnering with other governmental agencies, schools, community groups and utility providers will ultimately conserve money while promoting participation in sustainability throughout the community.

ES Goal 2: Increase individual and public awareness of, and participation in, efforts to foster greater sustainability.

Chapter 11 – Energy and Sustainability Element

Adopted February 5, 2013 – Ordinance 1479

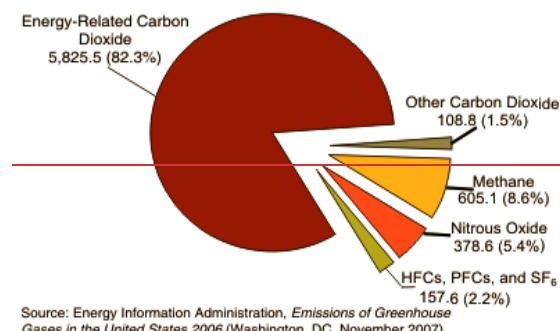
6-5-24 Planning Commission Recommendation – Redline Version showing edits and comments

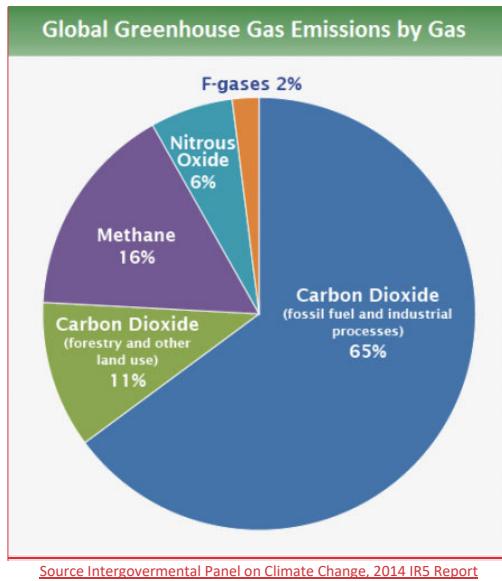
Policies:

- ES 2.1 Help to recognize and make transparent the ecological and economic impacts of City land use, transportation and budget decisions.
- ES 2.2 Help direct people to resources available from other agencies, utility providers and organizations that address issues of sustainability.
- ES 2.3 Maintain a sustainability page on the City's website identifying measures the City is taking to reduce costs, increase services, reduce greenhouse gas emissions, energy and resource consumption, and other environmental impacts, and ways that residents can further reduce their own impacts.
- ES 2.4 Encourage local organizations, community groups, and businesses to organize events and activities that incorporate sustainable measures.
- ES 2.5 Publicize and recognize the accomplishments of the City's and community's sustainability efforts.

D. GREENHOUSE GAS EMISSIONS REDUCTION

Greenhouse gases are substances that contribute to warming of the climate by trapping heat in the atmosphere. Carbon dioxide is the most dominant greenhouse gas; however a number of other gases also contribute significantly to climate change, including methane (CH₄), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrochlorofluorocarbons (HFCs) and perfluorocarbons (PFCs). Greenhouse gasses are emitted from both natural sources and anthropogenic (human activity related) sources, but it is the emissions from anthropogenic sources contributing to global warming which we have the ability to address.



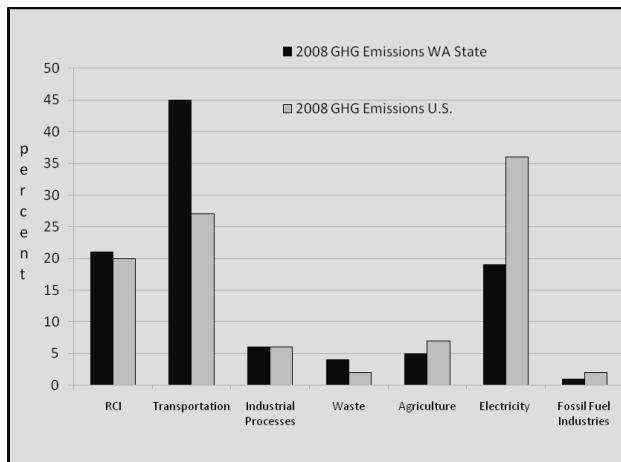
6-5-24 Planning Commission Recommendation – Redline Version showing edits and comments

Commented [MM1]: Updated chart as requested by Planning Commission. This 2014 chart is the most current one I could find on the same topic that was from an official/governmental source.

Statewide, transportation is the largest share of greenhouse gas emissions, followed by use of fuels to heat residential, commercial and industrial buildings (RCI), as depicted in the chart below (Washington's transportation emissions percentage is skewed above the national average due to the generation of most electricity in our state from hydropower sources, which does not contribute to greenhouse gas emissions. Electricity generation is typically the largest source of greenhouse gas emissions.). These percentages are likely to be similar within the City of North Bend.

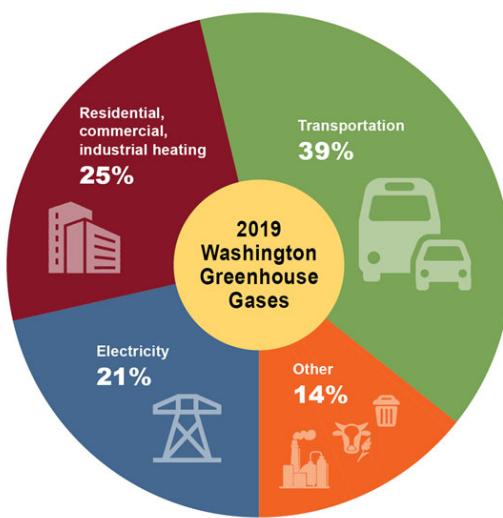
Percent GHG Emissions by Sector – 2008, Washington State and U.S.

6-5-24 Planning Commission Recommendation – Redline Version showing edits and comments



Source: Washington State Greenhouse Gas Emissions Inventory, 1990-2008, Department of Ecology Pub. 10-02-046, December 2010

Percent GHG Emissions by Sector in Washington , 2019



Source: Washington State Greenhouse Gas Emissions Inventory 2019, Department of Ecology Pub. 22-02-054

6-5-24 Planning Commission Recommendation – Redline Version showing edits and comments

ES Goal 3: Advance the adoption and implementation of actions that substantially reduce greenhouse gas emissions in support of state, regional, and local emissions reduction goals, including targets adopted by the Puget Sound Clean Air Agency.

Commented [MM2]: Goal and underlying policies added in support of Multicounty Planning Policies on Climate Change. Other Climate Change MPPs addressed by other policies here and in other elements.

ES 3.1 Protect and restore natural resources that sequester and store carbon including public forested and open space lands, wetland areas and stream corridors, and the City's urban tree canopy.

ES 3.2 Reduce greenhouse gas emissions in the local transportation sector by transitioning the City's fleet to electric and more fuel-efficient vehicles, supporting local transit options, installation of EV charging infrastructure and bicycle racks with new development and in public areas, and developing bicycle and pedestrian networks that help reduce local vehicle miles traveled.

Additional actions, goals and policies related to the reduction of greenhouse gas emissions are found throughout this ***Energy and Sustainability Element***, as well as in the ***Land Use Element*** and ***Transportation Element*** of the Comprehensive Plan.

E. SUSTAINABLE ECONOMY

E.1 Local Economy and Environmental Quality

With significant natural attractions surrounding the City of North Bend and a local economy supported by tourism, it is particularly important to recognize the interrelationship between a healthy environment and healthy economy. Supporting local economic growth in a manner that complements the natural environment is a key to maintaining sustainability. Likewise, supporting job growth improves overall sustainability by improving the City's jobs/housing balance, which is currently off-balance by way of far more residences than local jobs. Additional policies and direction for supporting economic development are found in the ***Economic Development Element***.

ES Goal 4: Foster a vibrant, balanced, and resilient local economy that supports local production of sustainable goods and services.

Policies:

- ES 4.1 Where possible, support local businesses when awarding municipal contracts and in purchasing supplies and equipment for municipal operations, unless the cost of the product or service offered locally outweighs the benefits of buying local.
- ES 4.2 Foster local job creation to improve the City's jobs/housing balance.
- ES 4.3 Promote economic development strategies that capitalize on the characteristics of the property, resources, and labor available to the North Bend community, and additional industries compatible with North Bend's scenic and recreational environment.

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- ES 4.4 Support the farmers market as a means to promote local food production and local economic development generation.
- ES 4.5 Support the use of suitable public lands (such as repetitive loss floodplain buyout lots) and underutilized private lands for local food production.
- ES 4.6 Encourage community pea patch gardens and their stewardship and management by local residents and community groups.

E.2 Economic Values of Government Sustainability

Resources and measures to address sustainability need to be practical and achievable.

ES Goal 5: Ensure careful stewardship of the City's finances and resources in pursuing sustainability in City operations.

Policies:

- ES 5.1 Utilize measures of sustainability that bring the greatest cost benefit ratio, or “bang for the buck.”
- ES 5.2 In choosing materials or equipment for municipal operations, consider long-term operational costs over short-term capital expenditures.
- ES 5.3 Maintain existing municipal equipment and facilities in optimal condition to reduce the need for costly repairs or replacement.
- ES 5.4 Consider the purchase of used rather than new vehicles and equipment that otherwise meet energy and resource conservation objectives.

F. ELECTRICAL ENERGY CONSUMPTION, CONSERVATION AND LOCAL GENERATION

The City's role in electricity conservation comes through monitoring and reducing consumption in its own operations, and in establishing incentives applicable to new development for constructing buildings utilizing energy efficient practices and materials.

ES Goal 6: Reduce energy consumption and encourage energy efficiency and conservation in City operations and in the community.

For many cities, street lighting is the largest fixed annual general-fund expense. By replacing 21,000 conventional streetlight bulbs with LEDs, Seattle reduced its streetlight bill by 50%, saving the City more than 1.2 million annually.

Boston Globe, Aug. 2, 2012

F.1 Municipal Operations

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Adopted February 5, 2013 – Ordinance 1479

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Municipal buildings, equipment, and infrastructure (including pump stations, street lights, and wastewater operations) collectively use a significant amount of electricity. Because of all the energy uses a City is responsible for, conservation measures can provide substantial cost savings to taxpayers and reduced greenhouse gas emissions and other environmental impacts.

Policies:

- ES 6.1 Foster energy conservation practices among City employees.
- ES 6.2 Make energy efficiency a priority in City operations and facilities, retrofitting city facilities with energy efficient lighting and equipment as practical. Participate in rebate and incentive programs from Puget Sound Energy and others to offset the costs of retrofits.
- ES 6.3 Where practical, conduct energy audits of existing municipal buildings to identify high-priority retrofits and repairs for increasing energy efficiency and cost savings.
- ES 6.4 When installing new or retrofitting existing street and public area lighting, select fixtures and bulbs that minimize energy use and prevent over-lighting.
- ES 6.5 Evaluate the selection of US EPA Energy Star certified equipment and appliances when purchased for City use, and make such selection when the business case justifies the cost.

F.2 New Development and Community Energy Use

Electricity in the City of North Bend is provided by Puget Sound Energy and the Tanner Electric Cooperative, both of which have programs to promote energy conservation by their customers. The City can additionally influence energy use in the community by providing incentives for providing energy efficient materials and construction, and by enabling the development of private local generation projects, such as solar arrays and wind turbines on buildings.

Policies:

- ES 6.6 Provide incentives for energy efficiency in new development, including Energy Star certified homes, buildings and plants.
- ES 6.7 Encourage opportunities for local energy generation, including the installation of local solar and wind facilities. Evaluate potential sites and partnerships with other agencies, such as the school district, parks district, King County and other agencies with land and facilities that could accommodate local energy generation facilities.

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ES 6.8 Review and revise building and development codes, design guidelines, and zoning ordinances to remove barriers to the installation of local-site energy generation facilities.

G. FOSSIL FUEL CONSUMPTION

The global environmental impacts of extracting, processing and burning of fossil fuels are numerous, including significant habitat destruction, air and water pollution, and greenhouse gas emissions. The City can implement strategies designed to reduce the City's fossil fuel consumption, ultimately saving money and improving air quality. One strategy is by addressing RCW 43.19.648, by planning for and transitioning the City's fleet as vehicles reach the end of their practical life.

Burning a gallon of gasoline emits almost 20 pounds of carbon dioxide. A typical late-model, mid-sized sedan produces about 9,500 pounds of carbon dioxide each year, while a hybrid car generates less than half that, about 4,300 pounds.

Environmental Protection Agency

Another strategy is through establishing densities and land use design that supports the use of public transit, encourages walking and bicycling, and other alternatives to single-occupant vehicle trips. This can be done by providing complete streets (interconnected streets with sidewalks and bicycle lanes) and pedestrian pathway networks. These issues are addressed through the **Land Use Element** and **Transportation Element** of the Comprehensive Plan.

ES Goal 7: Optimize the efficiency of fossil fuel use in City operations and encourage measures in the community which reduce fuel use and emissions.

Policies:

ES 7.1 Increase the fuel efficiency of the City's vehicle fleet and implement a policy to consider "right-sizing" for the right application in vehicle purchase decisions.

ES 7.2 Consider alternative work schedules to reduce employee commutes, i.e. telecommuting and flex-time schedule when appropriate.

ES 7.3 Implement a no-idling policy with all City vehicles.

ES 7.4 Educate the public about the benefits of not idling vehicles.

ES 7.5 Limit idling in certain circumstances and locations.

ES 7.6 Support the installation electric vehicle charging infrastructure by the private market.

H. WATER CONSERVATION

The City of North Bend impacts water use both through its own operations and through public use of water from the City's service area and the Sallal Water Association, which also serves portions of North Bend. Reducing municipal and public water use not only benefits in-stream flows, it benefits the financial bottom line, as treating and pumping domestic water and

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wastewater is one of the most energy intensive municipal operations. The less water that residents use, the more energy the City can save. Water consumption and conservation is addressed in Chapter 5 of the City's 2010-2020 Water System Plan, which provides a Water Use Efficiency Program and includes a section on water conservation measures. The City has also adopted a Water Conservation Ordinance in North Bend Municipal Code Chapter 13.50 establishing public outreach and education measures, water conservation requirements, and seasonal water use restrictions depending on adopted water conservation stages necessary to maintain in-stream flows to the Snoqualmie River.

ES Goal 8: Conserve and reduce water use for the protection of our environment and for future generations.

Policies:

ES 8.1 Implement the City's Water System Plan including its water conservation and efficiency efforts to protect natural resources, reduce environmental impacts, and support a sustainable long-term water supply to serve the City's growing population.

ES 8.2 Coordinate with other agencies and groups with interests and rights to water and water-dependent resources within the Snoqualmie Basin to promote climate and drought resiliency, environmental and human health, and long-term economic sustainability.

Commented [MM3]: 8.2 added in consideration of comment from Snoqualmie Tribe staff.

I. GREEN BUILDING

The efficiency and environmental impacts of building materials and practices can have a substantial impact on energy, water and resource consumption, as well as human health. A number of third-party independent certifying organizations have developed standards that measure the efficiency and environmental impacts of building construction, the two most common of which include the US Green Building Council's *Leadership in Energy and Environmental Design* (LEED) program, used for commercial and residential buildings, and the *Built Green* program, which focuses principally on residential construction.

Both LEED and Built Green are point-based ratings systems that address energy, water and resource conservation, indoor air quality, site sustainability, and use of sustainable building materials.

The most efficient way that the City can foster sustainable building practices is by encouraging participation by developers in these existing certification programs, and participating directly in these programs in the construction of public buildings.

ES Goal 89: Encourage the construction of green buildings in the public and private sectors.



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- | ES 89.1 Utilize green building techniques and measures in municipal projects when the economics of a project demonstrate appropriate payback on investment.
- | ES 89.2 Provide incentives to the private sector for the development of green and energy efficient buildings, utilizing programs such as Built Green, Leadership in Energy and Environmental Design (LEED), Energy Star, or equivalent. Incentives can include awards or recognition, expedited review, reduced permitting costs or impact fees, density bonuses, or other measures as appropriate.
- | ES 89.3 Identify and remove regulatory or procedural barriers to implementing green building practices, such as updating codes, guidelines, and zoning, and ensure that plan review and building inspection staff are trained in green building materials, practices, and techniques as appropriate.

J. RESOURCE CONSUMPTION

The City uses a considerable amount of resources in its day-to-day operations, through the purchase of supplies and equipment, and in cleaning and maintaining its facilities. The City can take a number of simple measures that reduce resource consumption and waste through environmentally preferable purchasing. Environmentally preferable purchasing is the procurement of goods and services that have lower negative impacts on the environment and human health compared with conventional products that serve the same purpose.

| ***ES Goal 910: Reduce unnecessary and/or unwarranted consumption to minimize the cost of City operations, and the environmental and human health impacts of the resources used in City operations.***

Policies:

- | ES 910.1 Develop an environmentally-preferable purchasing strategy for municipal equipment, vehicles, office supplies, and other products purchased by the City, that considers durability, environmental and carbon footprint, local sourcing, waste reduction, and minimization of toxic and hazardous substances, and weighs the cost benefit in those purchasing decisions. Support environmentally-preferable purchases when the cost is equivalent to the conventional alternative.
- | ES 910.2 Purchase recycled, reused or refurbished supplies, equipment and vehicles for City departments where appropriate.
- | ES 910.3 Substitute, reduce, and where possible, eliminate the use of toxic materials in municipal operations, such as synthetic fertilizers, pesticides, preservatives, solvents, and other materials that have negative environmental and human health impacts.

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- | ES 910.4 Whenever possible, extend the useful life of products and buildings through repairs and remodels rather than replacement.
- | ES 911.5 Give priority to implementing actions that save both costs and resources. For example, provide pitchers of tap water rather than bottled water for City meetings and functions.
- | ES 911.6 Reduce the City's use of paper by using double-sided printing where appropriate.
- | ES 911.7 Consider implementing paperless City Council meetings.

K. WASTE REDUCTION AND RECYCLING

In 1985, recycling 25% of overall waste was considered the maximum level feasible. By 20082021, Washington State residents recycled or diverted an average of 47.550.5% of all solid waste (Washington State Department of Ecology), and there is still significant opportunity to increase well beyond this rate. Waste *reduction* is perhaps an even more important goal – reducing the amount of waste generated in the first place. Both the City and its residents have roles to play in the well-known mantra, “reduce, re-use, recycle.”

| ***ES Goal 4011: Reduce waste and increase recycling and waste diversion in City operations and in the community.***

K.1 Municipal Operations

City operations involving solid waste collection and recycling includes secure shredding and recycling of office waste paper, regular recycling of other materials and waste disposal from office use, and garbage and recycling collection at parks and during special events. The City does not currently offer recycling at public parks, which represents an opportunity for community participation in recycling, and a focus for future improvement.

Policies:

- | ES 4011.1 Reduce waste production and increase recycling and waste diversion in City operations, in public parks, and other public places.
- | ES 4011.2 Place recycling containers adjacent to garbage containers in all areas where public waste receptacles are provided. Ensure that recycling containers are clearly indicated for recycling purposes only, to discourage disposal and mingling of trash with recyclables.
- | ES 4011.3 Develop operating procedures to ensure that outdoor recycling pickup and management at City parks and other public spaces is time and resource efficient for City personnel.
- | ES 4011.4 Provide recycling and food waste composting bins at public events and festivals.

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The City of North Bend provides its residents and businesses with solid waste and recycling services through a contract with a waste management service provider. The City can influence resident participation in waste reduction and recycling through outreach and education, and by ensuring that its solid waste contracts include full recycling services, including recycling of yard and food waste.

Recycling just one aluminum can saves enough energy to run a TV for three hours -- or the equivalent of a half a gallon of gasoline.

Recycling-revolution.com

Policies:

- | ES 4011.5 Reduce waste production and increase recycling rates in the community.
- | ES 4011.6 Ensure that solid waste contracts provide complete and convenient opportunities for resident participation and education in recycling and waste diversion, including curbside pickup of comingled recycling and food and yard waste recycling. Ensure that these services are available to single and multi-family homeowners, apartment residents, and businesses alike.
- | ES 4011.7 Provide for hazardous waste collection, to ensure proper recycling or disposal of materials not suitable for curbside pickup.
- | ES 4011.8 Incentivize building moving and building deconstruction and material re-use rather than building demolition when practical.

L. SUSTAINABLE MOBILITY

In Washington State, transportation accounts for ~~4539.5~~ % of all greenhouse gas emissions (Greenhouse Gas Emissions Inventory, Department of Ecology, ~~2010~~2019). Municipalities have a strong role to play in reducing transportation-related greenhouse gas emissions and addressing health-related transportation issues, as the built environment influences how far and by what mode people will travel on a daily basis. Goals and policies addressing the relationships between transportation and multiple measures of sustainability are found within the **Transportation Element**. Goals and policies addressing the overall densities and development patterns of the City that foster walking, bicycling and transit use, as well as policies addressing the jobs/housing balance to reduce regional commuting, are found in the **Land Use Element**.

M. EQUITY

Municipal government and land use decisions are made with consideration of input from the public as provided through the public process. It is very important for the overall balance of sustainability to ensure that all voices are heard or represented through local government. Issues of equity that can be addressed by a City include equitable public input and decision making, ensuring community facilities and infrastructure address the needs of all ages and abilities, and geographic, social, and economic equity in locating community facilities. Additional issues of equity involve housing affordability and the provision of affordable housing, which are addressed in the goals and policies of the **Housing Element**.

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ES Goal 11.2: *Develop a robust out-reach program to all populations to build trust and strengthen relationships between the City and its residents, and ensure that municipal actions are transparent, equitable, and just.*

Policies:

ES 11.12.1 In outreach and education activities, and in the public process for land use decision making, strive to reach out to underrepresented and historically marginalized populations, including youth, minorities, people with disabilities, and people that are poor, and encourage their participation.

ES 11.12.2 In land use decision making, ensure that the City takes into consideration the interests of underrepresented or historically marginalized populations, even when their voices are not heard at the table. Develop and use tools to consider equity impacts when developing plans or policies for outcomes that might disproportionately affect such populations.

Commented [MM4]: ES 11.2 addition provided consistent with Countywide Planning Policy FW-7.

ES 11.12.3 Solicit and incorporate the use of Indigenous Knowledge together with Best Available Science in land use planning and decision making.

Commented [MM5]: Policy added in consideration of comment from Snoqualmie Tribe staff.

ES 12.4 Partner with the Snoqualmie Valley School District and youth organizations on projects that provide opportunities for youth participation in public decision making and volunteerism, and as a means to provide community outreach and education.

ES 11.12.5 Provide opportunities for members of city boards and commissions to share and confer on cross-organizational and inter-organizational matters, to ensure informed decision making and recommendations.

ES 11.12.6 Continue to foster youth participation in the public process by providing a youth-position on the Parks Commission, and other boards and commissions as appropriate.

ES 11.12.7 Consider economic, social, and geographic equity in locating municipal facilities that can cause negative or positive impacts on the surrounding neighborhood, such as parks, road improvements, wastewater treatment, and utility stations.

ES 12.8 Ensure all residents, regardless of race, social, or economic status, have a clean and healthy environment. Identify, mitigate, and correct for unavoidable negative impacts of public actions that disproportionately affect residents and neighborhoods impacted by existing and historical racial, social, environmental, and economic inequities, and who have limited resources or capacity to adapt to a changing environment.

Commented [MM6]: Policy added consistent with Countywide Planning Policy EN-5.

ES 11.12.9 Partner with educational, governmental and community organizations to encourage community access to information and education. Examples include the

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Snoqualmie Valley School District, King County Library System, Encompass, the North Bend Food Bank, and the Snoqualmie Valley Chamber of Commerce.

ES 11.8.12.10 Develop and encourage volunteer opportunities, community projects and events that promote community health and interaction. Examples include habitat restoration projects, community races and festivals, and the Adopt-a-Park Program.

N. URBAN FORESTRY

In addition to providing beauty, trees play a role in a number of factors of environmental and economic sustainability, including carbon sequestration, air quality improvement, shading of both buildings and habitatsstreams, providing wildlife habitat, reducing erosion, uptake of stormwater, and increasing property values, while also representing a significant indigenous resource. The City of

100 mature tree crowns intercept about 100,000 gallons of rainfall per year, reducing runoff and flooding, and providing cleaner water.

US Forest Service, Northeastern Area

North Bend provides for and enhances its urban forest through the provision of street trees on all public streets, protections of existing significant trees in clearing and land development, and via landscaping requirements applicable to new development. The care and management of public trees is addressed by the City's *Urban Forestry Plan*.

ES Goal 13: Enhance the health, viability and beauty of North Bend's Urban Forest Canopy as a resource integral to the character and identity of North Bend.

ES 13.1 Work to maintain and enhance North Bend's urban forest canopy over time by planting trees on public property and requiring the installation of street trees along all public streets in association with new development and public street improvements.

ES 13.2 Preserve existing native trees whenever possible within rights-of-way, parks and other public properties.

ES 13.3 Retain existing urban forest canopy when development occurs by establishing and maintaining tree retention and planting requirements appropriate to different land use types, and consistent with Wildland Urban Interface wildfire safety provisions.

ES 13.4 Actively work to protect and restore forest canopy and health along river and stream shorelines.

ES 13.5 Maintain an inventory of public trees to ensure optimal knowledge of tree conditions, hazards, and maintenance and replacement needs.

ES 13.6 Implement a tree canopy management plan, updated regularly, to track changes in tree canopy, density, and composition.

Commented [MM7]: Highlighted text added in consideration of comment from Snoqualmie Tribe staff.

Commented [MM8]: New policy added consistent with comment provided by WDFW.

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ES 13.7 Replace street trees and other public trees that have died or been removed over time.

ES 13.8 In support of environmental equity, prioritize urban planting and tree replacement efforts in areas with greater numbers of lower income residents such as the downtown core, and areas that have less access to nearby green spaces.

ES 13.9 Provide public outreach and education to recognize the values and functions that trees provide in the urban environment and for the character of North Bend.

ES 13.10 Pursue annual certification as a Tree City USA City through the National Arbor Day Foundation and Washington State Department of Natural Resources.

ES 13.11 Seek grants and work with partner organizations such as the Mountains to Sound Greenway Trust and the Snoqualmie Tribe on acquisition, restoration, and enhancement of key forested areas, including river and stream shorelines and forested areas of Tollgate Farm and Meadowbrook Farm.

ES 13.12 Cooperate with the Snoqualmie Tribe to identify and protect culturally significant trees and groves.

Commented [MM9]: 13.11 added in consideration of comment from Snoqualmie Tribe staff.

O. LOW IMPACT DEVELOPMENT STORMWATER MANAGEMENT

Low Impact Development (LID) Stormwater Management refers to the use of techniques that manage stormwater runoff through small-scale, on-site infiltration measures rather than through the construction of traditional drainage facilities such as pipes, stormwater vaults and ponds that are connected to a larger centralized point-discharge stormwater system. LID stormwater management techniques can provide cost savings to developers by reducing or eliminating the need for costly “hard” infrastructure such as pipes, vaults and ponds, which also take up valuable developable area. Using greater LID stormwater management techniques also provides cost savings to the City in minimizing downstream investments for capacity upgrades to the City’s stormwater infrastructure, extending the life and function of the current system and reducing future maintenance burdens.

ES Goal 1413: *Maintain infiltration to the City’s aquifer and minimize stormwater runoff impacts to surfaces waters through the use of Low Impact Development stormwater management techniques.*

Policies:

ES 1314.1 Incentivize use of LID stormwater management techniques that minimize impervious surfaces and capture, treat, and infiltrate stormwater, including vegetated roofs,

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cisterns, rain gardens, and biofiltration swales, or such other techniques which may be developed and approved for application.

- ES 4314.2 Encourage placement of buildings, roads, sidewalks and other development to minimize the need for clearing and maximize preservation of existing native vegetation.
- ES 4314.3 Ensure the proper care and management of LID stormwater techniques by the City for public facilities, and by private property owners or homeowners associations responsible for these features on private property.
- ES 4314.4 Develop management protocol to ensure that regular “vacuuming” of pervious paving surfaces is performed to keep them from becoming clogged and losing their infiltration capacity over time.

ES 13.5 ~~Following completion of a residential LID demonstration project consistent with the City's LID Demonstration Project Regulations, evaluate the successes and shortcomings of the development's stormwater management, and consider how the provisions may be applied City wide.~~

Commented [MM10]: LID Demo Project was not pursued and the LID Demo Project Regulations have been eliminated.

P. NATURAL HAZARDS PREPAREDNESS AND MITIGATION

Being prepared for emergencies resulting from natural hazards is an essential component of community sustainability and resiliency. North Bend is situated adjacent to steep mountain slopes, rapid rivers, and expansive forests where natural hazards can be particularly close-at-hand and potentially severe. Emergencies can occur in association with flooding, wildfires, earthquakes, storms, and landslides. Such natural hazards can be exacerbated by weather patterns resulting from climate change and are likely to increase in frequency and severity over time. Appropriate planning is essential for the safety and well-being of the community. Of note, additional policies addressing planning for frequently flooded areas and geologically hazardous areas are found within the Critical Areas Element.

Commented [MM11]: New section providing policy support for Wildland Urban Interface code and other measures for addressing natural hazards preparedness.

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ES Goal 15: Establish policies, programs, and partnerships that enhance the City's emergency preparedness and capabilities in responding to natural hazards.

- ES 15.1 Collaborate with relevant partner agencies and organizations to plan for consistent emergency preparedness and response measures, define roles and responsibilities, and enable the appropriate incident command to take action for various emergencies.
- ES 15.2 Adopt and implement the King County Hazard Mitigation Plan and subsequent updates.

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- ES 15.3 Support the operation of a Community Emergency Response Team to train and equip community volunteers to mobilize and be ready to assist professionals with disaster response.
- ES 15.4 Adopt zoning and building regulations that implement the Wildland Urban Interface Code to require fire-resistant construction materials, setback requirements, and other construction provisions that protect against fire exposure.
- ES 15.5 Develop regulations for landscaping and vegetation management that create fire-defensible space around structures, while also balancing preservation of the natural and forested character important to North Bend's residents.
- ES 15.6 Plan for an interconnected roadway network and multiple vehicle connection points into and out of new residential developments to ensure rapid emergency response capabilities and evacuation opportunities.
- ES 15.7 Identify and support vulnerable communities in planning for emergency preparedness and response, including schools, facilities for elderly and mobility-impaired individuals, and communication measures for non-English speakers and hearing-impaired individuals.

From: [Rebecca Deming](#)
To: [Mike McCarty](#)
Subject: FW: Snoqualmie Tribe ENR Department staff comments on North Bend's Capital Facilities Element and Energy and Sustainability Elements
Date: Thursday, May 23, 2024 2:29:20 PM

Rebecca Deming

Please excuse typos, sent from a mobile device.

----- Original message -----

From: Matthew Baerwalde <Mattb@snoqualmietribe.us>
Date: 5/23/24 2:25 PM (GMT-08:00)
To: Rebecca Deming <RDeming@northbendwa.gov>
Cc: ENR Review <ENRReview@snoqualmietribe.us>, GASP <GASP@snoqualmietribe.us>, DAHP <dahp@snoqualmietribe.us>
Subject: RE: Snoqualmie Tribe ENR Department staff comments on North Bend's Capital Facilities Element and Energy and Sustainability Elements

Hi Rebecca,

Here are two more comments for the City to consider on **Energy and Sustainability Elements**, please:

Section N, Urban Forestry: After the phrase "...increasing property values," please include "while also representing a significant indigenous resource."

Section N: Please add Goal 13.X Cooperate with the Snoqualmie Tribe to identify and protect culturally significant trees and groves.

Thank you for accepting these comments.

-Matt

Matthew J. Baerwalde | Snoqualmie Tribe | mobile 425-495-4111

From: Matthew Baerwalde
Sent: Thursday, May 23, 2024 2:03 PM
To: Rebecca Deming <RDeming@northbendwa.gov>
Cc: ENR Review <ENRReview@snoqualmietribe.us>; GASP <GASP@snoqualmietribe.us>; DAHP

<dahp@snoqualmietribe.us>

Subject: Snoqualmie Tribe ENR Department staff comments on North Bend's Capital Facilities Element and Energy and Sustainability Elements

Hi Rebecca,

Please accept these comments from Snoqualmie Tribe ENR Department staff on the Capital Facilities Element and Energy and Sustainability Elements.

Capital Facilities Element comments

Section B1: Should include reference to Water Conservation Ordinance, perhaps at the "mitigation water" bullet.

Section B2: The City should outline more specifically what investments it will consider in order to reduce the City's negative impact on surface water quality resulting from its permitted WWTP discharges to the South Fork Snoqualmie River, and include timelines. CF - 3.1 is too vague, and as a result the City has not made demonstrable progress toward the "highest environmental standard," only very small, slow, incremental changes. In particular, we'd like to see North Bend continue to make investments to cool the discharge from its WWTP to support water quality.

Section B7: Re. Level of Service, if this is a goal please state as such, and we suggest comparing it to recent data.

Section B8: Include reference to Section O (Natural Hazards Preparedness and Mitigation) from Energy and Sustainability Element. North Bend needs to start managing for fire safety in recognition of its position at the urban-wildland interface, which will experience more wildfire threat as a result of climate change.

Section B10: Please include language about the need to manage waste properly so that wildlife and residents are buffered from conflicts, and outline what efforts and support the City will provide.

CR 3.8: Septic system outreach and upgrades need more attention and dedicated effort from the City. Does the City have a full accounting of properties not on City sewer, and a related plan for outreach and eventual connection? If not, we suggest the City develop this plan.

Overall comment: Missing from the Capital Facilities document is any reference to climate change adaptations for wastewater treatment and parks and open space. It seems like the City should be incorporating this crucial element and planning accordingly for the expected changes in hydrology and water supply, warmer water and weather temperatures, air warming and pollution from wildfire smoke and other sources, etc.

Energy and Sustainability Elements comments

Section H: To support environmental and human health, climate and drought resiliency, and long-

term economic sustainability we suggest including a new policy that encourages the City to coordinate with other groups with interests and rights to water and water dependent resources in the Snoqualmie basin,

Section M, ES 12.2: Please include Indigenous Knowledge (IK) on at least an equal plane with Best Available Science in land-use decision making.

Thank you for the opportunity to comment.

-Matt

Matthew J. Baerwalde
Environmental Policy Analyst
Snoqualmie Indian Tribe Environmental & Natural Resources Dept.
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State of Washington

Department of Fish and Wildlife, Region 4

Region 4 information: 16018 Mill Creek Blvd, Mill Creek, WA 98012 | phone: (425)-775-1311

June 4, 2024

Mike McCarty, AICP, Principal Planner
 920 SE Cedar Falls Way
 North Bend, WA 98045
 Mmccarty@northbendwa.gov

RE: WDFW comments in relation to North Bend's draft Comprehensive Plan elements

Dear Mr. McCarty,

On behalf of the Washington Department of Fish and Wildlife (WDFW), thank you for the opportunity to formally comment on the draft elements of North Bend's Comprehensive Plan as part of the current periodic update. Within the State of Washington's land use decision-making framework, WDFW's role is that of technical advisor with respect to the habitat needs of fish and wildlife and the likely implications of various land use decisions on those resources over time. We provide these comments and recommendations in keeping with our legislative mandate to preserve, protect, and perpetuate fish and wildlife and their habitats for the benefit of future generations – a mission we can only accomplish in partnership with local jurisdictions.

Thank you for receiving previous comments in relation to your draft Utilities and Shoreline elements. Provided below are our comments in relation to the Capital Facilities, Energy & Sustainability, Transportation, Critical Areas, and Parks and Open Space elements. We understand that your council has already passed the Critical Area, Parks and Open Space, and Transportation elements, but we wanted to be sure to include our comments here for future reference and for further resources. We look forward to future drafts of the Land Use, Housing, and Natural Resource elements.

Table 1. Recommended changes to proposed Comprehensive Plan element language.

Policy Number	Policy Language (with WDFW suggestions in red)	WDFW Comment
Capital Facilities (May 2024 draft)		
CF - 2.2 Page 12	Identify established priorities and replace existing sewer lines that are in poor condition in order to	How are priorities established? WDFW recommends prioritizing failing systems that pose threats to waterways in order to mitigate

	reduce inflow and infiltration and to increase the availability of capacity in the sewage treatment system.	hazardous impacts to aquatic species and residents.
CF - 3.1 Page 13	Implement best management practices available to ensure discharge of wastewater is handled to the highest environmental standard available ensuring river health.	<p>We appreciate the inclusion of this policy.</p> <p>We suggest incorporating a specific low impact development policy, such as, “Where feasible, the City will make low impact development (LID) the preferred and commonly used approach to site development. LID is a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning and distributed stormwater management practices that are integrated into a project design,” which was taken directly from Kenmore’s surface water element.</p> <p>Resources for LID include King County’s Regional Stormwater Action Goals (which includes Planning Stormwater Parks), the Sustainable Development Code website and the VISION 2050 Planning Resources Guidance on Integrating Stormwater Solutions into Comprehensive Plans.</p>
CF – 3.3 Page 13	Promote high quality design and site planning for the construction of capital facilities, taking into consideration future climate-related stressors.	Protecting essential public facilities and the services they provide from climate impacts helps ensure community resilience. It is vital to site these facilities outside of areas that will be impacted by climate-related stressors for the entire operational lifespan of the facility. We suggest updating zoning to allow essential or hazardous uses only in low-risk areas and assess risk when new facilities are proposed. For assessing future conditions, see Climate Mapping for a Resilient Washington , as well as FEMA’s Resilience Analysis and Planning Tool (RAPT) for resources in visualizing these hazard areas. For further context, FEMA’s Flood Insurance Rate Map (FIRM) modeling does not take climate change projections into consideration. We suggest North Bend supplement FIRM maps with regulations that take climate change projections into consideration. For example, King County regulations place ‘ Flood Protection Elevations ’

		three feet above base flood elevation for development within flood-prone areas.
CF – 3.6 Page 13	Encourage the multiple-use of corridors for major utilities, trails, habitat corridor linkages , and transportation rights-of-way.	<p>For habitat connectivity resources, see The Washington Wildlife Habitat Connectivity Working Group, WSDOT's Reducing the risk of wildlife collisions website as well as Wildlife Habitat Connectivity Consideration in Fish Barrier Removal Projects, Montana Fish, Wildlife, and Parks' How to Build Fence with Wildlife in Mind, and WDFW's website.</p> <p>See also WDFW's Habitat at Home resource as well as WDFW's guidance document in relation to managing for biodiversity in developing areas.</p>
Goal 3 Suggested Policy Page 13	Collaborate with WSDOT, King County, and neighboring jurisdictions to plan and prioritize public and private culvert upgrades to ensure fish passage barrier removal, adequate projected stormwater passage, and continued climate-related adaptations to handle water passage into the future.	<p>It is important to plan and prioritize culvert upgrades to ensure not only resident fish passage benefits, but adequate projected stormwater passage. We suggest this element (and future amendments to the City of North Bend's Capital Improvement Plan) include this goal and incorporate a prioritization list, especially in areas where terrestrial species connectivity can be restored simultaneously (i.e., replacing culverts with wider bridges). Current fish passage barrier locations can be found on WDFW's website. Further resources include WDFW's "Incorporating Climate Change into the Design of Water Crossing Structures: Final Project Report," as well as WSDOT's "Wildlife Habitat Connectivity Consideration in Fish Barrier Removal Projects."</p>
CF – 7.1 Suggested Policy Page 15	Base decisions for siting of essential public facilities upon criteria including, but not limited to, the following: j. Consider future climate conditions during siting and design of capital facilities, including changes to temperature, rainfall, and flooding to help ensure they function as intended over their planned life cycle.	See comments in relation to CF- 3.3 above.
Energy & Sustainability (May 2024 draft)		
ES 2.3	Maintain a sustainability page on the City's website identifying	We suggest North Bend also highlight the ecosystem monetary value of natural resources

Page 5	<p>measures the City is taking to reduce costs, increase services, reduce greenhouse gas emissions, energy and resource consumption, and other environmental impacts, and ways that residents can further reduce their own impacts.</p>	<p>within this webpage. The importance of ecosystem monetary value cannot be overstated. Protecting and restoring natural assets and the services they provide is often more cost-effective than engineered solutions. For example, restored wetlands and floodplains can prevent flooding and reduce the need for other types of flood-control infrastructure. Implementation of this could include comparing lifetime cost-effectiveness of nature-based versus engineered options for climate response to help identify cost-effective adaptation options. This can help build capacity and support for the adoption of response strategies that help protect and restore ecosystem function and services at risk from climate change. Some examples of this would include demonstrating the estimated benefits of trees in terms of carbon dioxide sequestration, air pollution removal, stormwater impacts, and energy savings. See the USDA Forest Service website for tools on how to accomplish this goal.</p> <p>Additionally, see FEMA's guide Building Community Resilience with Nature-based Solutions, as well as software to track these resources from Natural Capital Project. Furthermore, see Kitsap County's approach to this through their Kitsap Natural Resource Asset Management Project.</p>
ES 4.1 Page 7	<p>Protect and restore natural resources that sequester and store carbon including public forested and open space lands, wetland areas and stream corridors, and the City's urban tree canopy.</p> <p>Implement a formal tree canopy management plan, updated annually to track changes in tree canopy density and composition.</p>	<p>We suggest North Bend develop a formal tree canopy management plan, updated annually, in order to track current conditions and benchmark progress towards tree canopy goals. This plan should also measure how well the City's tree-related ordinances are functioning in retaining trees on the landscape. It may not be enough to rely on ordinances if there is not a system in place to track cumulative impacts over time.</p> <p>Some examples of tree management plans include the City of Tacoma, the City of Snoqualmie, the City of Redmond, and the City of Renton. The Puget Sound Urban Tree Canopy and Stormwater Management Handbook provides additional guidance.</p>
ES 6.2	In choosing materials or equipment for municipal	In addition to this policy, we suggest the city implement a green infrastructure fund. Included in

Page 9	<p>operations, consider long-term operational costs over short term capital expenditures, promoting innovative and environmentally sensitive development practices in siting, design, materials selection, construction, and maintenance to balance environmental protection.</p>	<p>the Sustainable Development Code website are specific resources for removing code barriers, creating incentives, and filling regulatory gaps in pursuit of green building goals, as well as the Georgetown Climate Center's Green Infrastructure Toolkit, which provides funding models and approaches from U.S. municipalities, including Los Angeles County's Safe Clean Water Program and Boulder, Colorado's Greenways Program.</p>
ES 6.7 Page 10	<p>Provide incentives for energy efficiency in new development, including Energy Star certified homes, buildings and plants.</p>	<p>As well as the above resources and Goal 9 of this element, we suggest working towards sustainable development code that decreases building utility use and cost while simultaneously increasing the capacity for climate resiliency. See how the city of Boston is identifying priority blocks that could yield the greatest benefits to residents in pursuit of a "cool" roof goal. Similarly, "green" roofs covered with sedum, native flowers, and other low-maintenance vegetation help insulate buildings from solar heat and provide pollinator habitat. Such rooftops help reduce building cooling costs and heat-related illnesses and deaths.</p>
ES 13.4 Page 16	<p>Actively work to protect and restore forest canopy and health along river and stream shorelines, requiring strict regulations that aim to retain the critically important temperature buffering functions these trees provide.</p>	<p>As per the Water Temperature Conditions in the Snohomish River 2021 white paper, "...recent studies suggest that flow from the upper Snoqualmie basin, particularly the Middle Fork, drives water temperature downstream in the mainstem Snoqualmie River where anadromous fish are present (Figure 5) (Thompson et al. 2011; Kubo and leDoux 2016). This underscores the need to include and address the upper Snoqualmie watershed to support thermal conditions that are sufficient for salmonid survival," and, "Water temperature in the Middle Fork of the Snoqualmie is substantially warmer than the North and South forks and closely tracks with the range of temperatures observed in the Snoqualmie River below Snoqualmie Falls. This suggests that the Middle Fork is a major driver of downstream water temperature, especially since 50-60% of the combined flow out of the three forks of the Snoqualmie comes from the Middle Fork. Adapted from (Kubo and leDoux 2016)."</p> <p>The adjacent addition to this policy would help North Bend address GMA requirements such as,</p>

		<p>“cities shall give special consideration to conservation or protection measures necessary to preserve or enhance anadromous fisheries,” outlined in RCW 36.70A.172.</p> <p>Riparian areas “are disproportionately important, relative to area, for aquatic species (e.g., salmon) and terrestrial wildlife,” as stated in WDFW’s Riparian Ecosystems, Volume 2: Management Recommendations and supported by WDFW’s BAS. This BAS also highlights key ecosystem service benefits riparian areas provide. Please see WDFW’s CAO checklist to compare North Bend’s current critical area ordinance to agency priorities.</p>
ES Goal 14 Page 18	Maintain infiltration to the City’s aquifer and minimize stormwater runoff impacts to surfaces waters through the use of Low Impact Development stormwater management techniques.	See comments in relation to CF - 3.1 Page 13 above.

Transportation Element ([Nov. 2022 document](#))

Policy 1.3, 9 Page 30	Plan and implement the transportation system utilizing urban street and ‘Complete Streets’ design principles in recognition of the link between urban design, safety, economic development, community health, and transportation system design.	Complete Streets is an approach to planning, designing, building, operating and maintaining the transportation system that enables safe and convenient access to destinations for all people, including pedestrians, bicyclists, motorists and transit riders. It uses a set of tools or treatments that create a more balanced and resilient transportation system. For more information, see WSDOT’s website .
Policy 1.6 Page 31	<p>1. Participate in local and regional forums to coordinate strategies and programs that further the goals of the Comprehensive Plan and implement the Transportation Element.</p> <p>2. Work with neighboring jurisdictions and regional and state agencies to coordinate transportation system improvements and assure that funding requirements are met.</p> <p>3. Coordinate with neighboring jurisdictions to identify road</p>	<p>North Bend’s unique geographic position places it in the path of many key wildlife movement corridors. Especially of note is the concern for elk movement. Working across jurisdictional boundaries to address elk movement is needed.</p> <p>Components to consider include: Is there a suitable number of crossing areas for mammals? How are they distributed across the planning area? What are potential road concerns for mammals, amphibians, and reptiles?</p>

	locations that are known for high levels of wildlife road mortality or wildlife-vehicle collisions. Conduct a wildlife road mortality study at suspected problem areas. Look for areas where there could be large mammals, pond breeding amphibians near wetlands, etc.	
Page 34	OBJECTIVE 2.3 Comply with federal and state stormwater controls and treatment, groundwater protection, critical areas, and endangered species act requirements related to construction, operation, and maintenance of the North Bend transportation system.	<p>There are no policies within this objective. We suggest North bend add the following policies to this section:</p> <ul style="list-style-type: none"> - Collaborate with WSDOT, King County, and neighboring jurisdictions to plan and prioritize public and private culvert upgrades to ensure fish passage barrier removal, adequate projected stormwater passage, and continued climate-related adaptations to handle water passage into the future. - Channel traffic onto primary roads to reduce the dispersion of noise and barrier effects, and perforate road corridors with underpasses and overpasses to reduce road barriers, increase walkability, and help address habitat fragmentation. Use fencing to guide wildlife to these passes. <p>See resources in relation to these suggestions in our response to CF – 3.6 Page 13 and Goal 3 Suggested Policy Page 13 above.</p>
Critical Areas Element (document)		
Policy 1.2 Page 6	Recognize limitations on critical area function and value created by existing development and design critical area regulations to provide optimal protection to the remaining higher value critical areas, including areas where high value functions can be restored.	<p>All critical areas have unique and important values and functions that must be retained. No net loss can occur to any critical area, including areas that may have less function than others (WAC 365-196-830).</p> <p>This policy is repeated under goal 11, policy 11.3. We recommend these changes apply there as well.</p>
3.2 Page 10	Require mitigation measures on all public improvements and private development which proposes to alter natural drainage systems after it is proven that avoidance is	We suggest the use of mitigation sequencing (WAC 197-11-768) in this policy, which first states to “avoid.” Avoidance is key, as mitigation for impacts can be costly, hard to maintain, and often do not meet no net loss standards (WAC 365-196-830).

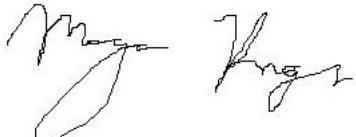
	<p>not feasible. In addition, ecological gain shall be encouraged.</p>	<p>North Bend's first priority should be to discourage development in environmentally sensitive areas. Additionally, no net loss standards are often insufficient in addressing watershed-wide degradation. As WDFW's Net Ecological Gain Standard Proviso Summary Report 2022 states, "However, in the years since the introduction of NNL, Washington state has continued to face environmental degradation, indicating that the current NNL approach has been insufficient and that more rigorous standards, or more rigorous oversight of existing NNL requirements, are needed to adequately protect the state's many important species and habitats."</p>
<p>Goal 3 Suggested Policy Page 10</p>	<p>3.9 Utilize best available science to properly site development far enough away from riparian areas to retain all ecological values and functions.</p>	<p>Riparian areas "are disproportionately important, relative to area, for aquatic species (e.g., salmon) and terrestrial wildlife," as stated in WDFW's Riparian Ecosystems, Volume 2: Management Recommendations and supported by WDFW's BAS. This BAS also highlights key ecosystem service benefits riparian areas provide. Please see WDFW's CAO checklist to compare North Bend's current critical area ordinance to agency priorities.</p>
<p>Policy 4.4 Page 12</p>	<p>Locate roads at grade level and build structures at least one foot above the 100 year flood elevation to maintain existing flood storage capacity where development is allowed in the floodplain.</p>	<p>FEMA's Flood Insurance Rate Map (FIRM) modeling does not take climate change projections into consideration. We suggest North Bend supplement FIRM maps with regulations that take best available science into consideration and incorporate climate-related future conditions. For example, King County regulations place 'Flood Protection Elevations' three feet above base flood elevation for development within flood-prone areas.</p>
<p>Policy 5.1 Page 14</p>	<p>Encourage-Achieve no net loss of remaining wetlands acreage, functions and values within the North Bend and its UGA.</p>	<p>No net loss is a requirement for all critical areas (WAC 365-196-830).</p>
<p>Policy 8.3 Page 19</p>	<p>Seek to retain areas with slopes in excess of 40 percent as open space areas in perpetuity in order to protect against geologic hazards and retain forested habitat that keeps slopes stable.</p>	<p>Protecting these areas from development and deforestation not only protects citizens from landslide hazards, but also protects habitat for species like the northern spotted owl and elk that are known to reside in the North Bend area.</p>

Parks and Open Space (document)		
Policy 1.3 Page 17	Ensure that organized open space is a part of all residential project designs, and to the greatest extent feasible, connected to adjacent open spaces.	We suggest that, along with designating open space requirements based on development type, site plans should demonstrate active efforts to connect these open spaces with others in the surrounding area. Open spaces can act as climate-resilient assets that can serve as community spaces. All development should strive for open space retention, creation, and connection for the benefit of people and the environment.
Policy 3.1 Page 17	Establish park, recreation, wildlife habitat and open space standards for residential development, including on-site and/or off-site dedication requirements, and adopt them in land use codes. Such standards should require that all new single-family and multi-family developments provide a minimum percentage, to be determined, of net site area for appropriate park, recreation, wildlife habitat and open space areas and improvements, and demonstrate an effort to connect these spaces to adjacent open spaces. Standards should address the percentage required for both passive and active uses. Net site area shall be exclusive of street/utility rights of way, setbacks, parking areas, and utility facilities, including but not limited to storm, water, or sewer.	See comment above. Avoiding fragmented patches of open spaces is key in connecting habitat corridors, recreational opportunities, and more. Some additional resources include the Trust for Public Lands , the NRPA Safe Routes to Parks Action Framework (which provides professionals with a "how-to" guide to implement Safe Routes to Parks strategies), and the Sustainable Development Code website.
Policy 7.1 Page 20	a. Encourage protection Pursue acquisition of habitat corridors areas along the South and Middle Forks of the Snoqualmie River and adjacent streams to facilitate the movement of wildlife and maintain suitable fish and wildlife habitat.	We suggest actionable language in this policy. Additionally, we recommend North Bend develop an acquisition prioritization list to identify areas of significant environmental importance, land incumbered by critical areas, and additional areas identified by local partners.

Thank you for taking time to consider our recommendations to better reflect the best available

science for fish and wildlife habitat and ecosystems. We value the relationship we have with your jurisdiction and the opportunity to work collaboratively with you throughout this periodic update cycle. If you have any questions or need our technical assistance or resources at any time during this process, please don't hesitate to contact me.

Sincerely,



Morgan Krueger
Land Use Planner, WDFW Region 4
425-537-1354
Morgan.krueger@dfw.wa.gov

CC:

Kara Whittaker, Land Use Conservation and Policy Section Manager (Kara.Whittaker@dfw.wa.gov)
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Kevin Lee, Habitat Biologist (kevin.lee@dfw.wa.gov)
Region 4 central district planning inbox (R4CPlanning@dfw.wa.gov)
Ted Vanegas, WA Department of Commerce (ted.vanegas@commerce.wa.gov)



City Council Agenda Bill

SUBJECT:	Agenda Date: July 16, 2024	AB24-067
Ordinance Amending NBMC 10.12.010(B) to Reduce Speed Limit from 50 MPH to 40 MPH for Segment of SR-202 between Milepost 28.28 and Milepost 29.60	Department/Committee/Individual Mayor Mary Miller City Administrator – David Miller City Attorney – Kendra Rosenberg City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm. & Economic Development – Rebecca Deming Finance – Martin Chaw Public Works – Mark Rigos, P.E.	
Cost Impact: N/A		
Fund Source: N/A		X
Timeline: Summer 2024		
Attachments: Ordinance, WSDOT Speed Recommendation Memo, Speed Study Map		

SUMMARY STATEMENT:

Currently, Washington State Department of Transportation's ("WSDOT") State Route 202's posted speed limit for the segment from milepost ("MP") 28.28 to MP 29.60, located within the North Bend city limits ("Subject Corridor") has been signed 50 miles per hour ("mph") for decades. The Subject Corridor is slightly more than one mile long. It stretches from west City Limits (MP 28.28) to the start of the South Fork Snoqualmie River Bridge (MP 29.60), which is just past NW 8th Street.

City staff recommend reducing the speed to 40 mph for the Subject Corridor for the following reasons:

1. Large herds of elk frequent this area and cross SR-202 daily. There have been an increasing number of elk hits in recent years. This is extremely dangerous to the public. It's staff's understanding that the number of elk living in the valley have multiplied.
2. The Subject Corridor contains more drivers on a daily basis than when the current speed limit was first set decades ago.
3. The Subject Corridor lacks sidewalks and the road shoulders are narrow. There are no plans to construct sidewalks or increase the widths of the two shoulders.
4. Occasionally, there are pedestrians on or near the road shoulders accessing the trails of Meadowbrook Farm Park, admiring Mt. Si views, taking elk photos, etc.
5. The Subject Corridor often has low-lying, foggy conditions.

In the interest of public safety, City Staff approached the Snoqualmie - North Bend Police Department about the speed limit for the Subject Corridor. Police Chief Brian Lynch agrees with City Staff's recommendation to reduce the speed limit to 40 mph.

City staff believe 40 mph is a more appropriate speed limit for the Subject Corridor. Staff requested WSDOT approve a speed limit reduction and provide a speed study if necessary. WSDOT performed a speed study in early 2024 and concluded as summarized in a memo that a 40 mph speed limit is warranted for the Subject Corridor.

Because speed limits are adopted as part of the North Bend Municipal Code ("NBMC"), reducing the speed limit for the Subject Corridor requires an amendment to NBMC 10.12.010(B).

City of Snoqualmie staff have also expressed a desire to reduce the speed limit of SR-202 within their City Limits, just west of North Bend city Limits. Snoqualmie staff plans to propose a speed limit reduction to their City Council. The Snoqualmie City Council will consider this speed limit reduction request during their July 8th City Council meeting. Before WSDOT will agree to physically replace speed limit signage, it requires approval from both North Bend and Snoqualmie.

APPLICABLE BRAND GUIDELINES: Design Standards

City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: This item was brought forward to the City's Transportation and Public Works (TPW) Committee on June 25, 2024 and there was a unanimous recommendation to reduce the 50 mph speed limit. Two TPW Committee members preferred the new speed limit to be 40 mph and one TPW member preferred 45 mph. Because this is an ordinance, this item is being placed on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB24-067, an ordinance amending NBMC 10.12.010(B) to reduce the speed limit from 50 MPH to 40 MPH for the segment of SR-202 between Milepost 28.28 and Milepost 29.60, as a first and final reading.**

RECORD OF COUNCIL ACTION

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

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, AMENDING NORTH BEND
MUNICIPAL CODE SUBSECTION 10.12.010(B);
PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, North Bend Municipal Code (“NBMC”) Section 10.12.010 designates speed limits for the roads and streets within the City of North Bend (“City”); and

WHEREAS, in the interest of the public health, safety and welfare, the North Bend City Council desires to amend NBMC 10.12.010(B) to reduce the speed limit for the segment of State Route 202 from milepost 28.28 to milepost 29.60 from 50 miles per hour (“mph”) to 40 mph; and

WHEREAS, the Washington State Department of Transportation has reviewed the City’s proposal, performed a speed study, and approved of a speed limit adjustment on the subject segment; and

WHEREAS, the City’s police department supports the request as being in the interest of public safety;

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

Section 1. NBMC Subsection 10.12.010(B) (Designated), Amended: North Bend Municipal Code Subsection 10.12.010(B) (Designated) is hereby amended as follows:

B. The speed limit on State Route 202 from milepost 28.28 to milepost 29.60 shall be 50~~40~~ miles per hour.

Section 2. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date: This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

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

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk

Hi Mark,

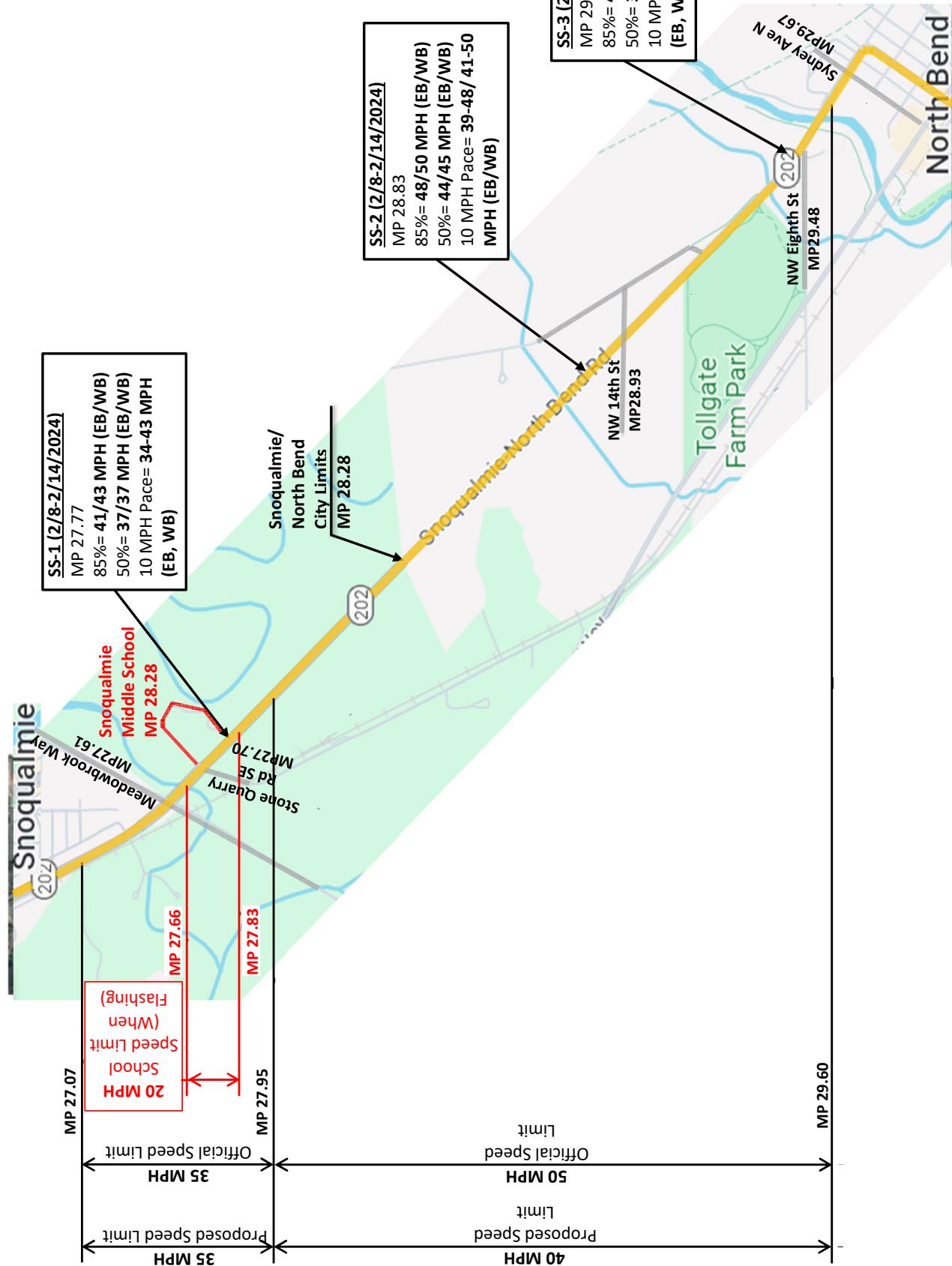
Apologies for the delay. There have been some staff changes and a bit of internal discussion regarding the speed revision in this segment that resulted in some delays in getting our recommendation finalized. That said, we have landed on a recommendation to reduce the posted speed limit on SR 202 from milepost 27.95 to milepost 29.60 from 50mph to 40mph. See attached speed map for a visual representation of the proposed speed as well as the speed data collected to support the revision. The next step for us is to put together an approval package to send down to headquarters in Olympia for final signatures.

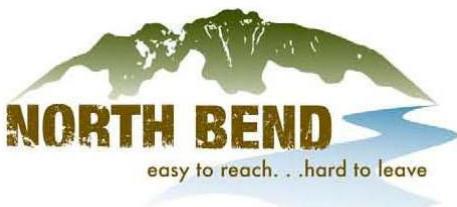
The portion of this stretch of SR 202 within North Bend is milepost 28.28 to milepost 29.60. If the City is supportive and concurs with this proposed revision, we would request you being to pursue an ordinance to formalize that support. I should also note that the ordinance I am requesting can be pursued concurrently with our approval process; so if there is a delay in obtaining the ordinance for any reason it doesn't need to derail the WSDOT approval process as long as there is support from the City for the revision. If the City is not supportive of this revision for any reason please let me know as soon as possible.

Thank you for your patience and please feel free to reach out with any questions about our process, status, or next steps.

Thanks,

Christina Strand, P.E. | King Area Traffic Engineer | WSDOT NW Region |
Christina.Strand@wsdot.wa.gov | Telework Cell 206-305-3349 |





City Council Agenda Bill

SUBJECT:	Agenda Date: July 16, 2024	AB24-068
Resolution Initiating Vacation Proceedings for Portion of City Right-of-Way of Alm Way and Setting a Public Hearing Date	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	X
Cost Impact: \$337,858		
Fund Source: Private Party		
Timeline: 60 days after July 16, 2024		

Attachments: Resolution, Exhibit A – Legal Description, Exhibit B – Vicinity Map

SUMMARY STATEMENT:

In early 2024, Vector Development (Vector) approached the City of North Bend to determine if the City would be interested in vacating a portion of the Alm Way public right-of-way (ROW). Vector offered \$337,858. Vector is the abutting property owner to the west of Alm Way and is developing tax parcel number 052308-9059 for a commercial building. Vector's proposal was informally brought forward to City Staff in early 2024, and to the City's Transportation and Public Works (TPW) Committee at its meeting on March 26, 2024. There seemed to be a favorable response by the TPW Committee. At that time, an agenda bill had not been prepared yet. For the May 28, 2024 TPW Committee Meeting, this Agenda Bill was included along with Vector's proposal from the newly formed 90 NB Investments, LLC company who owns the subject site.

There are several reasons why City staff support the ROW vacation. These include:

1. A property owner is willing to pay the City \$337,858 for this 60-foot-wide ROW. This is the fair market value for the land per a City consultant appraiser, Sova Appraisal. The offered cost per square foot is the same amount per square foot that Vector paid several years ago when it purchased the property from Puget Western.
2. The City could use these funds to help build or improve infrastructure in this area of the City. For example, the funds could be used for a watermain replacement on NW 8th Street and/or a new watermain extension down NW 14th Street. State law requires that at least one-half of ROW vacation proceeds must be used on acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the City.
3. Tanner Electric is one of the few, if only, nearby property owners who uses Alm Way on a regular basis. If the 60-foot ROW is vacated, the City will reserve a 30-foot wide public access and utilities easement on the outer (east) 30 feet of the 60-foot wide corridor. Thus, the City, Tanner Electric, and the public will still have legal access to use the corridor.
4. Tanner Electric staff did not seem overly concerned about the potential vacation provided they retained 24/7 access through the corridor.
5. Vector would increase its proportional payment assessment share of the ongoing Meadowbrook Sewer ULID costs due to an expanding site area, which would thereby slightly proportionally decrease the future Meadowbrook Sewer ULID assessments to the other 67 property owners.
6. The City has no short term or long term plans to re-build the former bridge over Alm Way, which is immediately west of the Tanner Electric sub-station.

During the August 20, 2024 Public Hearing there may be additional information shared as to why Vector's proposal benefits the City.

City Council Agenda Bill

If this vacation is approved, then there are a few notes about this 60-foot-wide ROW conversion to a 30-foot-wide public easement to be aware of:

- A. The City will require Vector, as part of its development, to provide a minimum 20-foot wide paved fire lane (marked and signed) corridor open at all times so that Tanner Electric can drive through the new easement area.
- B. The new 30-foot-wide easement will contain a looped watermain (to be built by Vector).
- C. The new 30-foot-wide easement will contain a new sewer pipe (to be built by the City) as part of the Meadowbrook Sewer ULID.

The City is able to initiate ROW vacation proceedings for a segment of the subject ROW on Alm Way in North Bend, which is located north of NW 8th Street. Pursuant to chapter 35.79 RCW, the City is required to pass a resolution to schedule a public hearing to consider the vacation of the subject ROW, which public hearing shall be held no sooner than 20 days nor later than 60 days from the date of passage of the resolution.

On July 16, 2024 the City Council will consider passage of a Resolution, setting a public hearing date to solicit public input and comments on the proposed vacation of the public ROW of Alm Way. The public hearing notice will be published in the Snoqualmie Valley Record in summer of 2024, and the public hearing will take place during the regular City Council Meeting on Tuesday, August 20, 2024. If the future Ordinance is passed, pursuant to RCW 35.79.030, the City Clerk or her designee shall deliver and have recorded with the King County Auditor a certified copy of the Ordinance after its execution.

Attached is a Resolution for the July 16, 2024 Council Meeting that will advertise a Public Hearing. An Ordinance for the vacation is scheduled for August 20, 2024.

City Staff recommend a public hearing be scheduled for the potential vacation of Alm Way.

APPLICABLE BRAND GUIDELINES: Design Standards

COMMITTEE REVIEW AND RECOMMENDATION: This item was brought up during the Transportation and Public Works Committee meeting on May 28, 2024 and was recommended for approval and placement on Main Agenda for discussion.

RECOMMENDED ACTION: Motion to approve AB24-068, a resolution initiating vacation proceedings for a portion of City right-of-way of Alm Way and setting a Public Hearing on August 20, 2024 for the potential vacation.

RECORD OF COUNCIL ACTION

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

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, INITIATING AND SETTING A PUBLIC HEARING DATE TO CONSIDER THE VACATION OF A PORTION OF THE PUBLIC RIGHT-OF-WAY OF ALM WAY ADJACENT TO NW 8TH STREET

WHEREAS, the City Council of the City of North Bend, Washington (“City”) wishes to initiate vacation proceedings for a portion of the public right-of-way of Alm Way adjacent to NW 8th Street, North Bend, Washington as more particularly described and depicted in Exhibit A attached to this Resolution; and

WHEREAS, pursuant to Chapter 35.79 RCW, the City is required to pass a resolution to schedule a public hearing to consider the vacation of the subject right-of-way, which public hearing shall be held no sooner than 20 days nor later than 60 days from the date of passage of this Resolution;

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

Section 1. Request for Public Hearing. A public hearing regarding the requested vacation of a portion of the public right-of-way of Alm Way located in North Bend, Washington, as more particularly described in Exhibit A to this Resolution, shall be timely noticed and set on the City Council meeting agenda for August 20, 2024.

Section 2. City Clerk to Post and Mail Notice. As required by RCW 35.79.020, the City Clerk is hereby directed to give notice of the pendency of this Resolution and the time and place fixed for hearing of the potential vacation by a written notice posted in three of the most public places in the City, and a like notice posted in a conspicuous place on the portion of right-of-way sought to be vacated. The City Clerk is hereby further directed to give notice of the pendency of this Resolution and the time and place fixed for hearing of the potential vacation by a written notice mailed to owners or reputed owners of all lots, tracts, or parcels of land or other property abutting the portion of right-of-way, as shown on the rolls of the county treasurer, and directed to the address thereon shown.

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

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

EXHIBIT A

SOUTHEAST 106TH STREET RIGHT OF WAY VACATION LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST 106TH STREET RIGHT OF WAY IN THE SOUTHWEST QUARTER OF SECTION 4, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, ALL IN TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., KING COUNTY WASHINGTON, AND LYING NORTHERLY OF THE NORTH RIGHT OF WAY MARGIN OF NORTHWEST 8TH STREET (FORMERLY KNOWN AS W.F. GARDNER COUNTY ROAD No. 635), BEING A LINE 20.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 4, AND LYING SOUTHEASTERLY OF A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4, BEING AND ENCASED 5/8 INCH BRASS PLUG WITH PUNCH, 0.6 FEET BELOW GRADE, IN THE CENTERLINE OF NORTHWEST 8TH STREET;

THENCE NORTH 03°29'02" EAST, ALONG THE WEST LINE OF SAID SECTION 4, FOR 614.70 FEET TO THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF SOUTHEAST 106TH STREET;

THENCE NORTH 54°20'03" WEST, ALONG SAID MARGIN, FOR 28.23 FEET TO THE NORTHERLY MOST CORNER OF PARCEL B OF BOUNDARY LINE ADJUSTMENT No. PLN 2023-0446, FILED UNDER KING COUNTY RECORDING No. 20240516900011, AND BEING THE **POINT OF BEGINNING**;

THENCE NORTH 35°36'50" EAST, 60.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF SOUTHEAST 106TH PLACE, BEING THE **TERMINUS** OF THIS DESCRIBED LINE.

CONTAINING 65,313 SQUARE FEET, MORE OR LESS.

