



## **CITY COUNCIL MEETING\***

### **September 3, 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:**

		<b>Pg.#</b>
<b>1) Minutes</b>	City Council Workstudy July 23, 2024 & City Council Meeting of August 20, 2024	<b>1</b>
<b>2) Payroll</b>	<b>August 20, 2024 – 28851</b> through <b>28856</b> , in the amount of <b>\$317,234.32</b>	
<b>3) Checks</b>	<b>September 3, 2024 – 76023</b> through <b>76079</b> , in the amount of <b>\$974,769.22</b>	
<b>4) AB24-083</b>	Resolution – Authorizing Contract with Wescon Enterprises, Inc. for Gardiner Weeks Park Improvements	Mr. Rigos <b>9</b>
<b>5) AB24-084</b>	Motion – Authorizing Purchase of Solid Waste Cans from Securr	Mr. Rigos <b>15</b>

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

#### **ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**

<b>6) AB24-085</b>	Youth Appointment to Parks Commission	Mayor Miller <b>23</b>
<b>7) Proclamation</b>	Senior Center Month	Mayor Miller <b>27</b>
<b>8) Presentation</b>	Mt Si Senior Center Community Needs Assessment	Ms. Kingsbury-Comeau
<b>9) Presentation</b>	2 <sup>nd</sup> Quarter Financial Status Report	Mr. Chaw

#### **INTRODUCTIONS:**

<b>10) AB24-086</b>	<b>Public Hearing Only</b> , Presentation – 2025-2026 Biennial Budget	Mr. Chaw <b>29</b>
<b>11) AB24-087</b>	Resolution – Authorizing Development Agreement with Middle Fork Property Development, LLC	Mr. Henderson <b>33</b>
<b>12) AB24-088</b>	Ordinance – Amending NBMC 1.20 RE Code Enforcement	Ms. Rosenberg <b>61</b>
<b>13) AB24-089</b>	Motion – Authorizing Contract to PH Consulting for the 2025 Sidewalk Gaps Project	Mr. Rigos <b>71</b>

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

**EXECUTIVE SESSION:** To Discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i)

#### **ADJOURNMENT:**



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

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

Zoom Meeting Information:

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

Meeting ID: 881 2610 1456

Password: 658184

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

CITY OF NORTH BEND  
CITY COUNCIL WORKSTUDY NOTES

July 23, 2024

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

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

Councilmembers Brenden Elwood, Alan Gothelf, Heather Koellen, Suzan Torguson, and Errol Tremolada were present. Councilmembers Jocelyn and Rustik 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.

#### **2025-2030 Financial Forecast**

Finance Director Chaw provided a presentation on the 2025-2030 General Fund Preliminary Financial Forecast. He reviewed the importance of financial forecasting of the operating revenues (Property Taxes, Sales Taxes, Utility Taxes, Business Licenses, Development Fees, etc.), ongoing expenditures (Departmental Budgets, Public Safety, Central Services, Building, Planning and Development Review, Parks, Culture and Recreation, Social and Human Services Funding, Interfund Transfers and Council Decision Cards), Governmental Operating Financial Forecast, Expenditure Assumptions, Revenue Assumptions and Policy Recommendations on Governmental Operating.

Mr. Chaw reviewed the financial forecast which included 2024 budget and forecast for the 2025-2030 planning period. Mr. Chaw explained that the General Fund was forecasted to end 2024 with about \$4.6 million, and that the General Fund ending fund balance was forecasted to gradually decline as expenditures were forecasted to outpace revenue growth through 2030, and that by 2030, the ending fund balance would be slightly below the 2030 reserves target of \$2.4 million. Mr. Chaw stated that public safety expenses (which includes payments to Eastside Fire and Rescue, Police services through the City of Snoqualmie, Jail, Municipal Court, and Legal services) represent about 50 percent of total General Fund expenditures, and the financial forecast does not include a place holder for future Council decision cards.

Mr. Chaw explained that another perspective was to look at total financial performance over the next six-year period. In this case, operating revenues were projected to be \$80.6 million and expenditures were projected to be \$83.0 million, with an ending fund balance of \$2.3 million. As contracted public safety services represented about 50% of the total operating expenses over the next six years, any expenditure reductions needed to be borne by the remaining 50% of the budget to close the shortfall of \$2.4 million.

Mr. Chaw concluded by explaining the City's levy rate, median home values compared to property tax operating levy, levels of service, revenue and expenditure assumptions and budget planning key takeaways.

#### **Fiscal Sustainability Alternative 4**

Mr. Chase with the FCS Group explained that the meeting objective was to recap the economic development objectives and available toolsets, Tax Increment Financing (TIF) implementation and the City of Arlington TIF case study. He mentioned there would be another presentation in August about Fiscal Sustainability Strategies if needed.

Mr. Chase presented detailed information about TIF Districts with a model overview. Key mechanics of a TIF district included:

- TIF was a financing tool to fund public infrastructure in targeted areas to encourage private development and investment
- The local government designates an “increment area” surrounding the site of public improvements
- The increase in assessed value and associated property taxes within the increment area was allocated towards paying for the public improvement costs within the TIF
- TIF duration was a maximum of 25 years
- Up to 2 TIF districts are allowed. The assessed value of one or more increment area(s) combined cannot exceed \$200 million or 20% of the jurisdictions total assessed value

Mr. Chase reviewed funding tools in rank order: Tax Increment Finance District (TIF), ULID and Development Agreements, Impact Fees and Late Comers Agreements. Mr. Chase then discussed the City of Arlington TIF case study.

Mr. Chase explained who was part of a TIF Implementation team, TIF formation timeline, and the implementation next steps. He stated a new district cannot be adopted until July 1<sup>st</sup>. Mr. Chaw confirmed two public hearings were required for the purposes of informing the community and after the public hearings amendments could be made to the final report based on public comments. He noted the State would make the decision for final approval. The City Council asked about next steps and Mr. Chaw stated that FCS has submitted a work plan and scope to implement a TIF district(s) and he planned to bring it to the Finance and Administration Committee at its August 13, 2024, meeting for review and approval.

#### **Adjournment**

The Workstudy closed at 8:20 p.m.

ATTEST:

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Alan Gothelf, Mayor Pro Tem

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Jennifer Bourlin, Deputy City Clerk

**NORTH BEND CITY COUNCIL MINUTES**

**August 20, 2024**

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

**CALL TO ORDER, ROLL CALL:**

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

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

Mayor Miller announced AB24-076 – Motion Authorizing Contract with CPSM for Police Services Study was moved from the Consent Agenda to the Main Agenda for discussion.

Mayor Miller announced that an Executive Session to discuss performance of a public employee, pursuant to RCW 42.30.110(1)(g) has been added to the end of tonight's agenda.

**CONSENT AGENDA:**

**Minutes – City Council Meeting of July 16, 2024**

**Payroll – July 19, 2024 – 28840 through 28844, in the amount of \$308,391.10**

**August 5, 2024 – 28845 through 28850, in the amount of \$383,975.40**

**Checks – August 6, 2024 – 75894 through 75973, in the amount of \$770,878.35**

**August 20, 2024 – 75974 through 76022, in the amount of \$404,777.64**

**AB24-069 – Resolution 2114 Awarding 2024 Overlay Project to Becker Blacktop LLC**

**AB24-070 – Resolution 2115 Setting Public Hearing Date for Property Surplus**

**AB24-071 – Resolution 2116 Accepting East Grove Infrastructure Improvements**

**AB24-072 – Resolution 2117 Accepting West Grove Infrastructure Improvements**

**AB24-073 – Motion Authorizing Consolidated Interlocal Agreement with Si View MPD  
Regarding Parks**

**AB24-074 – Motion Authorizing 3<sup>rd</sup> Amendment with DFW for CED Annex Lease**

**AB24-075 – Motion Authorizing Contracts with FCS Group & Pacifica Law Group for a Tax  
Increment Area Formation Study**

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

**CITIZEN'S COMMENTS:**

**Jean Buckner**, 46226 SE 139th Place, discussed problematic issues with the proposed development agreement and potential auto mall in the Truck Town area and suggested alternatives for the area such as a "Gateway to the Middle Fork Park" with open space for the elk and amenities that were recreation focused.

**Debra Landers**, 14615 438th Ave. SE, provided an update on North Bend Art & Industry's summer activities and noted upcoming activities included a monthly "Write In" event on the 2nd Wednesday and a "Makers Meetup" on the 3rd Wednesday of each month at their North Bend office. Additionally, she reported on a collaboration with the King County Library System on an "Authors Mentoring" program that will be held two times per month.

**Michael Thomas**, 1231 LaForest Drive SE, added to Ms. Buckner's comments by discussing issues pertaining to the proposed development including concessions allowed and lack of master plan for the area. He encouraged all to consider potential uses for the area that serves as the gateway to the Middle Fork Snoqualmie River such as a mixed use public park with recreational/commercial elements, relocation of the ranger station and historical museum, educational center, open space and sports retail areas.

#### **ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**

##### **Introduction – North Bend Police Officers**

**Audio: 12:57**

Snoqualmie/North Bend Police Captain Gary Horejsi introduced new Police Officers Rasmussen, Bostick, Westman and Hoyla.

#### **COMMISSION AND COMMITTEE REPORTS:**

**Community & Economic Development Committee** – Councilmember Joselyn, Chair  
A report of the August 20<sup>th</sup> meeting was provided.

**Finance & Administration Committee** – Councilmember Elwood, Chair  
A report of the August 13<sup>th</sup> meeting was provided.

**Public Health & Safety Committee** – Councilmember Rustik, Chair  
No report. The August 6<sup>th</sup> meeting was cancelled.

**Transportation & Public Works Committee** – Councilmember Koellen, Chair  
A report of the July 23<sup>rd</sup> meeting was provided.

**Council Workstudy** – Mayor Pro Tem Gothelf  
A report of the July 23<sup>rd</sup> Workstudy was provided.

**Eastside Fire & Rescue Board Meeting** – Councilmember Gothelf  
No report.

**Planning Commission**  
A report of the August 7<sup>th</sup> meeting was provided.

**Parks Commission**  
A report of the July 24<sup>th</sup> meeting was provided.

## Economic Development Commission

A report of the July 25<sup>th</sup> meeting was provided.

### MAIN AGENDA:

**AB24-077 – Public Hearing**, Ordinance 1812 Vacating Portion of Alm Way    **Audio: 29:38**  
Right-of-Way

Deputy Public Works Director Mohr provided the staff report.

**Mayor Miller opened the Public Hearing on an Ordinance Vacating a Portion of Alm Way Right-of-Way at 7:33 p.m.**

**There was no public comment and Mayor Miller closed the Public Hearing at 7:33 p.m.**

Councilmember Koellen **MOVED**, seconded by Councilmember Joselyn to approve AB24-077, an ordinance vacating a portion of City right-of-way of Alm Way, as a first and final reading. The motion **PASSED** 7-0.

**AB24-078 – Resolution 2118 Granting Water Easement to Sallal Water Association**    **Audio: 35:37**

City Engineer DeBerg provided the staff report.

The following individual commented on the agenda item:

**Michael Thomas**, 1231 LaForest Drive SE

Councilmember Koellen **MOVED**, seconded by Councilmember Tremolada to approve AB24-078, a resolution granting Sallal Water Association a Permanent Water Easement for siting of an Intertie Booster Station. The motion **PASSED** 7-0.

**AB24-079 – Resolution 2119 Authorizing Adoption of Capital Facilities Element Update for 2024 Comprehensive Plan**    **Audio: 45:25**

Community & Economic Development Director Deming provided the staff report.

Councilmember Joselyn **MOVED**, seconded by Councilmember Rustik to approve AB24-079, a resolution authorizing adoption of the Capital Facilities Element Update for the 2024 North Bend Comprehensive Plan. The motion **PASSED** 7-0.

**AB24-080 – Ordinance 1813 Amending NBMC 13.20 Regarding No Protest Agreement Requirements**    **Audio: 50:03**

Deputy Public Works Director Mohr provided the staff report.

The following individual commented on the agenda item:

**Michael Thomas**, 1231 LaForest Drive SE

Councilmember Koellen **MOVED**, seconded by Councilmember Torguson to approve AB24-080, an ordinance amending NBMC Sections 13.20.040 and 13.20.060 to remove the No Protest Agreement requirements, as a first and final reading. The motion **PASSED** 7-0.

**AB24-081** – Motion Authorizing Amendment No. 1 to Clark Nuber Contract **Audio: 58:43**

Finance Director Chaw provided the staff report.

Councilmember Elwood **MOVED**, seconded by Councilmember Koellen to approve AB24-081, authorizing the Mayor to execute Contract Amendment #1 with Clark Nuber for a payroll analysis for 2022 and 2021, in a form and content acceptable to the City Attorney, in the amount not to exceed \$25,000. The motion **PASSED** 7-0.

**AB24-082** – Resolution 2120 Awarding 2024 RRFB Capital Project to Transportation Systems

**Audio: 1:02:31**

Deputy Public Works Director Mohr provided the staff report.

Councilmember Koellen **MOVED**, seconded by Councilmember Tremolada to approve AB24-082, a resolution accepting bids and awarding the construction contract for the 2024 RRFB Project to Transportation Systems, Inc. The motion **PASSED** 7-0.

**AB24-076** – Motion Authorizing Contract with CPSM for Police Services Study **Audio: 1:08:22**

City Administrator Miller provided the staff report.

The following individual commented on the agenda item:

**Jeri Taylor-Swade**, 14220 436<sup>th</sup> Ave. SE

Councilmember Elwood **MOVED**, seconded by Councilmember Tremolada to approve AB24-076, authorizing the Mayor to execute and administer a Professional Services Contract for a Police Services Study with Center for Public Safety Management, LLC, in an amount not to exceed \$60,000, in a form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

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

Councilmember Elwood welcomed the new police officers and thanked residents for their comments on AB24-076 – Motion Authorizing Contract with CPSM for Police Services Study and for their attentiveness to items coming before the City Council for consideration.

Councilmember Koellen reminded all that school was starting next Tuesday, August 27<sup>th</sup> and to exercise caution when traveling in school zones.

Councilmember Tremolada echoed Councilmember Koellen's comments regarding the start of school and encouraged all to fill out Valley Pool Together's survey to better understand how parents and caregivers in the Snoqualmie Valley are currently accessing swim lessons for their children.

Councilmember Rustik noted there was a need for bilingual and English-speaking school mentors for K-12 and encouraged those interested to send an email to [BeAMentor@empoweryouthnetwork.org](mailto:BeAMentor@empoweryouthnetwork.org).

Councilmember Joselyn commented on how refreshing and necessary the recent rain was for the river levels, particularly with the approach of Autumn.

City Administrator Miller thanked staff for their hard work on tonight's Council packet and commented on National Night Out and the Festival at Mt Si and thanked all the volunteers that helped to ensure the success of both events.

Mayor Miller spoke regarding the following items:

- Regional Animal Services "Clear the Shelters" Campaign thru September 10<sup>th</sup>
- Festival at Mt Si and Volunteer Thank You
- August 15<sup>th</sup> Stage 1 of Water Conservation Ordinance
- Snoqualmie Valley Transportation's Valley Shuttle Weekend Service

## **EXECUTIVE SESSION:**

Mayor Miller recessed the regular meeting for an Executive Session at 8:36 p.m. to discuss performance of a public employee, pursuant to RCW 42.30.110(1)(g). No action was anticipated as a result of the Executive Session, which was expected to last thirty minutes and videotaping of the meeting ceased.

At 9:06 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional twenty minutes.

The regular meeting reconvened at 9:27 p.m.

**ADJOURNMENT:**

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

The meeting adjourned at 9:28 p.m.

ATTEST:

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Mary Miller, Mayor

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Susie Oppedal, City Clerk

DRAFT



## City Council Agenda Bill

SUBJECT:	Agenda Date: September 3, 2024	AB24-083
<b>Resolution Accepting Bids and Awarding Construction Contract for the Gardiner Weeks Park Improvements Project to Wescon Industries, Inc.</b>	Department/Committee/Individual	
Cost Impact: \$34,230 NTE	Mayor Mary Miller	
Fund Source: ARPA Funds	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	X
<b>Attachments:</b> Resolution, Bid Tabulation		
SUMMARY STATEMENT:		
<p>Improvements to Gardiner Weeks Park were proposed by the Community and Economic Development Department utilizing ARPA funds. The total budget for the project is \$39,000. Proposed with the project is the addition of two ADA compliant picnic tables to Gardiner Weeks Park, an ADA compliant asphalt path connecting the parking lot to the Snoqualmie Valley Museum, adding an ADA compliant parking stall to the Museum Parking and adding three (3) parking stalls to the Mt Si Senior Center parking lot.</p>		
<p>Bids were due by 2:00 p.m., Thursday August 15<sup>th</sup> and eight (8) bids were received. Bids ranged from \$34,230 to \$106,256.30. The engineer's estimate was \$35,900. The low bid came from Wescon Industries, Inc in the amount of \$34,230 including all applicable taxes.</p>		
<p>City staff have conducted the appropriate background checks on Wescon Industries, Inc and recommend the award of this contract to Wescon Industries, Inc. This project is funded with ARPA Funding and no local funds are being used.</p>		
APPLICABLE BRAND GUIDELINES:	Consistent Delivery of Quality Basic Services	
COMMITTEE REVIEW AND RECOMMENDATION:	The Transportation and Public Works Committee reviewed this item at their August 27th, 2024 meeting and recommended approval and placement on the Consent Agenda.	
RECOMMENDED ACTION:	<b>MOTION to approve AB24-083, a resolution accepting bids and awarding the construction contract for the Gardiner Weeks Park Improvements Project to Wescon Industries, Inc.</b>	
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 3, 2024		



# RESOLUTION

## A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE GARDINER WEEKS PARK IMPROVEMENTS PROJECT

**WHEREAS**, the Community and Economic Development Department decided that the Gardiner Weeks Park Improvements Project was a priority with available ARPA funding; and

**WHEREAS**, the City Council has allocated funds in the 2024 budget for this project; and

**WHEREAS**, work shall include, but is not limited to ADA compliant items including: picnic tables, asphalt path and parking stall. Additional improvements include three proposed parking stalls; and

**WHEREAS**, the project is funded by ARPA funds; and

**WHEREAS**, bid documents were advertised and posted on MRSC Small Works Rosters and the City accepted bids up until Thursday August 16th, 2024 at 11:00 a.m.; and

**WHEREAS**, the City received bids from eight (8) contractors with the lowest bid coming from Wescon Industries in the amount of \$34,230, including all applicable taxes;

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

**Section 1.** The construction bids for the Gardiner Weeks Improvements Project are accepted.

**Section 2.** The construction contract for the Gardiner Weeks Improvements Project is awarded to Wescon Industries, Inc, in the amount of \$34,230, including all applicable taxes, on a form to be approved by the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON,  
AT A REGULAR MEETING THEREOF, THIS 3<sup>RD</sup> DAY OF SEPTEMBER, 2024.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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**Mary Miller, Mayor**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

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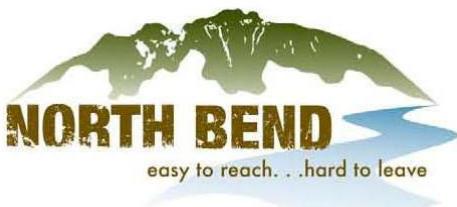
**Susie Oppedal, City Clerk**



## Gardiner Weeks Park Improvement Project Bid Tab

<b>Bidder</b>	<b>Total Bid</b>
Engineers Estimate	\$ 35,900.00
<b>Wescon Enterprises Inc</b>	<b>\$ 34,230.00</b>
Maroni Construction Inc.	\$ 38,945.53
MPH Services Inc	\$ 40,601.33
Eastern Washington Ground Works	\$ 41,851.64
FTS Excavation	\$ 43,500.69
Puget Paving and Construction	\$ 45,877.00
Asphalt Patch Systems Inc	\$ 51,208.00
Joy Inc	\$ 106,256.30





## City Council Agenda Bill

SUBJECT:	Agenda Date: September 3, 2024	AB24-084
<b>Motion Authorizing Purchase of Replacement Garbage Cans for Downtown North Bend</b>	Department/Committee/Individual	
Cost Impact: \$66,556.67 plus sales tax	Mayor Mary Miller	
Fund Source: General Fund (City Council Decision Card from 2023)	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	X

**Attachments:** Securr Bid without additional cans, Bid Tabulation Worksheet

### SUMMARY STATEMENT:

During the years between 2022 - 2023, it was determined the number of solid waste cans in downtown North Bend were insufficient and more were desired, as deemed by then Mayor Rob McFarland and multiple Councilmembers. In 2023, the City chose to pursue replacement solid waste cans for downtown North Bend. The City also wanted an increased number of solid waste cans. The City greenlighted funding for solid waste cans via Decision Card approval from City Council in 2023. The amount budgeted by the City for this expense in 2024 was \$60,000.

Solid waste cans are separated into garbage cans and recycling cans. In 2024, the City's Parks Commission met and discussed the desired placement of, and types, of new cans. In summer 2024, City staff obtained quotes from three different solid waste can vendors. As shown on the attached Bid Tabulation, when the logos and/or custom graphics (photos that can be applied to the exterior of a can) are removed, the quotes were:

\$46,329 from Securr  
\$55,460.83 from Recycle Away  
\$61,994.85 from Trash Can Warehouse

All three models were presented to the City's Parks Commission. The Parks Commission recommended the Securr model given the opportunity for custom graphics, which could include images from inside and around North Bend. As such, the solid waste cans will be more attractive and promote the beauty of North Bend and its surroundings. Securr was also recommended because their cans were recommended by Recology for ease of collection. Recology is the City's solid waste provider for the next 11.5 years. The Securr model is the cheapest of the three when the custom graphics option is removed. When the custom graphics is added, then the price increases to \$59,901.

Securr has been determined to be the preferred provider. From a timing standpoint, once the order has been made to Securr, it will take approximately 60 days to receive the solid waste containers. Once the cans are received by the City, then the Public Works Department will bolt down the new solid waste cans to the sidewalks and remove the existing cans.

During the City's August 27, 2024 Transportation and Public Works (TPW) Committee Meeting, the TPW Committee recommended the City purchase two additional cans each (recycle and waste) for the upcoming Ballarat Avenue Pedestrian Project adjacent to North Bend Bar and Grill, consequently the proposed expenditure would increase from \$59,901.00 to **\$66,556.67**.

City staff recommend this motion be approved by the City Council so that the solid waste cans can be ordered.

# City Council Agenda Bill

APPLICABLE BRAND GUIDELINES: Design Standards		
COMMITTEE REVIEW AND RECOMMENDATION: This item was brought forward to the TPW Committee on August 27, 2024 for discussion, and TPW Committee recommended approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION: Motion to approve AB24-084, authorizing purchase of Solid Waste Cans from Securr, in an amount not to exceed \$66,556.67, plus any applicable sales tax.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 3, 2024		



## Equipment Proposal

**Customer:** City of North Bend WA      **Date:** Jun 20, 2024  
**Attention:** Mike McCarty      **Phone:** 425-888-7649  
**Ship To:** North Bend, WA 98045      **Email:** mmccarty@northbendwa.gov

Equipment Proposed	Model #	Color	Qty	Unit Price	Ext Price
<b>35 GAL CART GARAGE, SOLID WITH NO SIDE PANELS - QTY 1-24</b> SOLID COLOR, INCLUDES 35 GAL POLY CART	CG35	Black	18	\$ 1,148.00	\$ 20,664.00
<b>35 GAL CART GARAGE, SOLID WITH NO SIDE PANELS - QTY 1-24</b> SOLID COLOR, INCLUDES 35 GAL POLY CART	CG35	Sky Blue	18	\$ 1,148.00	\$ 20,664.00
<b>ANTI-GRAFFITI COATING ON AREAS NOT COVERED BY GRAPHICS</b>	Misc		36	\$ 80.00	\$ 2,880.00
<b>CUSTOM GRAPHICS ON ALL FOUR SIDES AND TOP</b>	Misc		36	\$ 377.00	\$ 13,572.00

<b>Lift Gate Required: No</b>	<b>Equipment Total:</b>	\$ 57,780.00
	<b>Tax:</b>	\$ 0.00
	<b>Shipping/Handling:</b>	\$ 2,121.00
	<b>Total:</b>	\$ 59,901.00

Terms
<p>Federal government terms are per GSA contract GS-07F-6004P.        State, County and Municipal government terms are Net 30 days.        Non-government orders under \$10,000 are payable by check or credit card prior to order acceptance.        Non-government orders over \$10,000 must be paid by check prior to order acceptance or, if paid by credit card            will be subject to a 3% processing fee..        All orders FOB Ontario, California unless specified.        Lead time is approximately 45-90 days ARO <b>and will be confirmed at time of order.</b>        Quote is valid for 30 days with the exception of freight charges.</p>

Steve Thompson

P.O. Box 1438 Guasti, CA 91743  
 Phone: (909) 605-0538      Fax: (909) 605-7780  
 Email: sales@securr.com

RIGHT



FRONT

LEFT

BACK

TOP

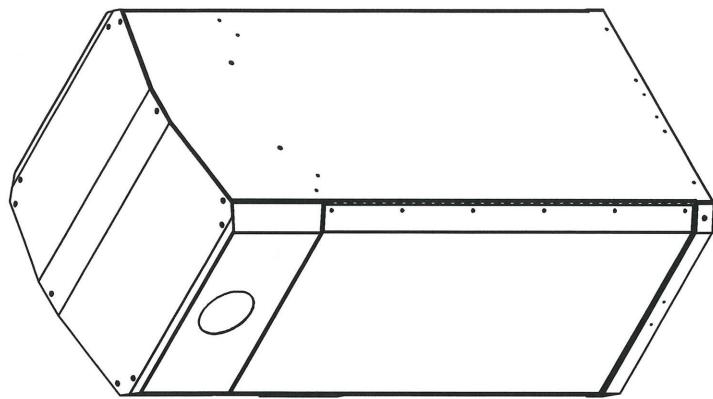
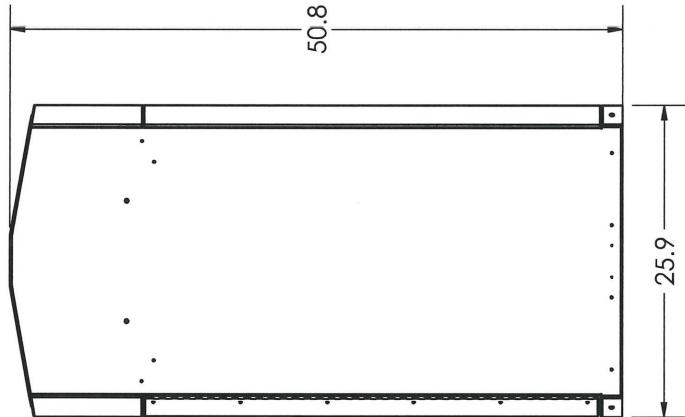
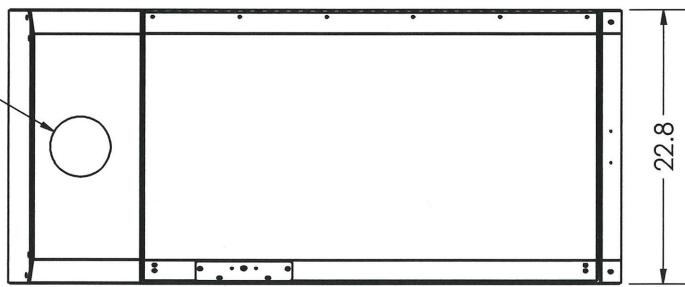


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<b>PROPRIETARY AND CONFIDENTIAL</b> THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF <b>SECUIT</b> . ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF <b>SECUIT</b> IS PROHIBITED.				

NOTES:

- GALVANNEALED STEEL CONSTRUCTION.
- STAINLESS STEEL HINGE.
- U.V. RESISTANT POWDER COAT FINISH.
- SEE SHEET 2 FOR GRAPHICS.

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REV

SHEET 1 OF 2

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5



**Waste Can Quotes** Estimates are for 18 recycle cans and 18 trash cans.

Supplier	Model	Capacity	Cost, including tax and delivery*	Notes
Securr	CG35, Separate Trash and Recycle Cans	35 gallons each can	\$46,329.00*	*Cost estimate excludes custom photo graphics for the sake of comparison.
Recycle Away	Manchester Sideload Double Recycling Station	38 gallons each can	\$55,460.83*	*Cost estimate excludes added City logo for sake of comparison. Photo graphics unavailable.
Trash Can Warehouse	Keen Sideload Double Recycling Station	38 gallons each can	\$61,994.85*	*Cost estimate excludes added City logo for sake of comparison. Photo graphics unavailable.





## City Council Agenda Bill

SUBJECT:	Agenda Date: September 3, 2024	AB24-085
<b>Appointment of Ethan Eusebio to the Parks, Recreation and Beautification Commission Youth Member Position No. 5</b>	Department/Committee/Individual	
	Mayor Mary Miller	X
	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	
<b>Attachments:</b> Application		
<b>SUMMARY STATEMENT:</b>		
In 2007 the Council passed Ordinance 1277 which amended Parks Commission membership and established a youth position as set forth below.		
<b>Section 1. NBMC 2.24.020 (Membership), Amended:</b> North Bend Municipal Code Section 2.24.020 (Membership) reads in part:		
2.24.020 Membership. “One member shall be a resident of the Snoqualmie Valley School District enrollment area, shall be between the ages of 16 and 18 years at the time of appointment, and shall have full voting rights.”		
On July 8, 2024 Mayor Mary Miller, Community & Economic Development Director Rebecca Deming and Principal Planner Mike McCarty interviewed Ethan Eusebio for the youth position for the 2024-2025 School Year.		
Mayor Miller is recommending the appointment of Ethan Eusebio as the youth member on the Parks Commission due to his enthusiasm to serve as a volunteer in the community and his passion for recreation and the outdoors.		
<b>APPLICABLE BRAND GUIDELINES:</b> Commitment to invest in the City and foster community engagement and pride.		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> N/A		
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB24-085, confirming the appointment of Ethan Eusebio to Youth Member Position No. 5 on the Parks Commission, term expiring August 31, 2025.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
Meeting Date	Action	Vote
September 3, 2024		



RECEIVED

MAY 28 2024

City of North Bend



## City of North Bend Commission Application

Name: Ethan EusebioAddress: Snoqualmie WA 98065

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

n

Length of residence in North Bend or 98045: 16Commission desired: 1<sup>st</sup> Choice Parks, Recreation, and Be 2<sup>nd</sup> Choice Business and Economic

Explain why you are interested in serving:

I am interested in serving as a Youth Volunteer at the Parks Commission because I see this as an opportunity to actively participate in my community, gain first hand experience of civic participation and help shape the local environment for the benefit of the community. This will also allow me to familiarize myself with matters like environmental preservation, urban planning or publicly discussing these policies while leaving significant impressions on our community.

What community activities or other experiences do you bring to this position?

As a high school student, I have been actively engaged in diverse community initiatives that have set me up for this Parks Commission vacancy position. For example, I have participated in clean-up exercises as well as youth leadership programs focusing on sustainability. They have not only given further insights on the importance of open spaces but also fostered cooperation, dialogue and strategy formation abilities. I would like to bring this hands-on experience and passion for community engagement into the Parks Commission where I can continue to make a positive impact on our environment and the well-being of our community.

Do you have any special skills or expertise applicable to the position?

I developed a few skills that can be valuable to the Parks Commission. For example, I can help with any digital projects or mapping initiatives the commission could be considering because of my ability to work well with most computers and other devices. My community volunteering has been really helpful for me in this regard as I can easily identify some of the problems which are facing our neighborhood parks and green areas. To add on, listening carefully is one of my strongest points, so I am confident that I could affordably find out what other young people think about the area and let them to include their ideas in the discussion. Anyway, although not having a wealth of formal experience in this area, I am ready to learn and make a contribution in any form possible.

**What is your Educational/Occupational Background?**

At the moment, I am attending high school. Technology and leadership are my lifelong passion; hence, I have taken STEM and leadership classes. As for my extracurricular activities, I have engaged myself in STEM and Leadership clubs and volunteered in situations like cleaning up neighborhoods or trails. Although none of them were paid positions, I have obtained some skills from both education and extracurricular activities that may be useful for this role on the Parks Commission board. My only paid position is as a referee at the Si View Youth Basketball. Which is also beneficial to me in terms of communicating to people.

**What do you see the role of the commission playing in the City?**

To me, the Parks Commission is a very important part of our city's efforts to become more livable. They are essentially like caretakers of our green spaces, who will work to ensure that our parks remain clean, safe and enjoyable for all people. Moreover, they have influence over how we develop and maintain our parks making them key in ensuring that new projects are beneficial to everyone. Consequently, they serve as intermediaries between us ordinary citizens and city officials who make decisions concerning parks serving as a voice for us in this regard. In general, I believe that the Parks commission plays a crucial role in preserving the greenery of our city and keeping it lively with numerous opportunities for leisure time activities.

**What do you consider to be a "successful" North Bend?**

To me, a successful North Bend is where everybody feels they fit in and can do well. It's a place where people take care of each other, young ones have many chances to learn like me and develop, plus our environment is safeguarded and highly valued. There should be lively parks and green spaces for families to have fun together. The place also booms with local business activities and where diversity is celebrated. Most importantly, it's a place where everyone's voices are heard and respected and where we work together to make our community the best it can be.

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community and make decisions that shall be impartial to meet the needs and benefit the whole community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?  
If yes please explain.

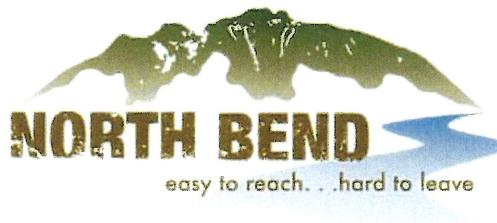
No

Are there days or evenings you would be unavailable to meet?

Since I am part of the High School basketball program, I will know when the season starts in November.  
Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:

City of North Bend, Attn: City Clerk, 920 SE Cedar Falls Way, North Bend, WA 98045  
For more information call 425-888-7627 or email: [soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov)



## Office of Mayor

# PROCLAMATION

**WHEREAS**, older Americans are significant members of our society, investing their wisdom and experience to help enrich and strengthen our community; and

**WHEREAS**, Mt. Si Senior Center has acted as a catalyst for mobilizing the creativity, energy, vitality, and commitment of the older residents of North Bend; and

**WHEREAS**, through the wide array of services, programs, and activities, our community's senior center empowers older citizens of North Bend to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages; and

**WHEREAS**, during the pandemic Mt. Si Senior Center has been a community partner in ensuring that our most vulnerable citizens – people aged 65 and older, many with underlying medical conditions – are cared for and able to stay safe and healthy; and

**WHEREAS**, the Mt. Si Senior Center affirms the dignity, self-worth, and independence of older persons by facilitating their decisions and actions; tapping their experiences, skills, and knowledge; and enabling their continued contributions to the community;

**NOW, THEREFORE**, I, Mary Miller, Mayor, do hereby proclaim September 2024 as

## SENIOR CENTER MONTH

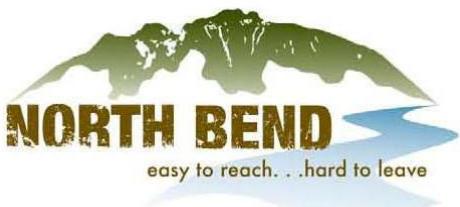
in the City of North Bend and call upon all citizens to recognize the special contributions of the senior center participants and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older citizens of our community.

Signed this 3<sup>rd</sup> day of September 2024

A handwritten signature in blue ink that reads "Mary Miller". The signature is fluid and cursive, with "Mary" on top and "Miller" on the line below it.

**Mary Miller**  
**Mayor**





# City Council Agenda Bill

SUBJECT:	Agenda Date: September 3, 2024	AB24-086
Public Hearing – 2025-2026 Biennial Budget	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
Cost Impact: N/A	Finance – Martin Chaw	X
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate		
<b>Attachments:</b> Public Hearing Notice		
<b>SUMMARY STATEMENT:</b>		
Public Hearing Number 1 - Presentation on economic forecast, property taxes, and revenue sources in support of the Proposed 2025-2026 Biennial Budget.		
<b>APPLICABLE BRAND GUIDELINES:</b> Balanced Budget		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> Public Hearing Only.		
<b>RECOMMENDED ACTION:</b> <b>Conduct Public Hearing.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 3, 2024		





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

**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** the North Bend City Council will hold the first (1<sup>st</sup>) of three (3) public hearings to receive comments on the Proposed 2025-2026 Biennial Budget. Public Hearing #1 will cover property taxes and revenue sources in support of the budget and will take place during a Regular City Council Meeting on Tuesday, September 3, 2024, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA.

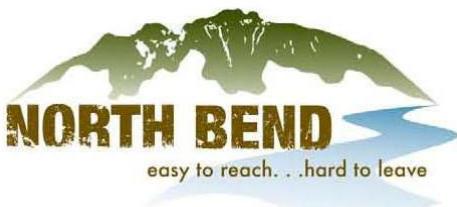
Comments may be presented orally at the public hearing or submitted in writing to the City Clerk at 920 SE Cedar Falls Way, North Bend, WA, 98045, or by e-mail to: [soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov) up until 4:30 p.m., Monday, September 2, 2024. Upon the request of an individual 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 information to be provided on August 29, 2024 on the City website calendar item for the [September 3, 2024 City Council meeting](#).

Further information is available by contacting Finance Director Martin Chaw at [mchaw@northbendwa.gov](mailto:mchaw@northbendwa.gov).

Posted: August 23, 2024

Published: August 23, 2024





# City Council Agenda Bill

SUBJECT:	Agenda Date: September 3, 2024	AB24-087
<b>Motion Authorizing a Development Agreement with Middle Fork Property Development LLC</b>	Department/Committee/Individual	
Cost Impact: N/A	Mayor Mary Miller	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
	Economic Development Manager – James Henderson	X

**Attachments:** Resolution, Exhibit A – Development Agreement, Planning Commission Staff Report w/Public Comments

## SUMMARY STATEMENT:

RCW 36.70B.170 and North Bend Municipal Code Section 18.27.010 authorizes the City to enter into a Development Agreement (DA) with a person having ownership or control of real property within its jurisdiction. Middle Fork Property Development, L.L.C., is seeking to acquire tax parcel number 132308-9020 of approximately 35 acres, zoned EP-2, located at SE 140<sup>th</sup> Street and 468<sup>th</sup> Avenue SE and develop the property.

Middle Fork Property Development LLC is requesting the following in the DA in order to finalize its acquisition of the property currently owned by Puget Western.

- **Impact Fee Reduction:** A fifty percent reduction in impact fees for transportation and stormwater infrastructure improvements that mitigate for the development of the property for a period of five (5) years. The calculation of the impact fees for transportation and stormwater infrastructure improvements shall be calculated at the time of the effective date of the DA and the City shall collect 50% from Middle Fork Property Development LLC prior to building permit issuance.
- **Impact Fees Credits Offset.** The remainder of the transportation and stormwater impact fees, 50%, are to be offset with sales taxes generated from businesses locating and relocating to the property for a period of five (5) years commencing on the effective date of the DA. If the dollar amount of the sales taxes obtained by the City from the property is not equal to or greater than the total impact fee credits provided for the property for five (5) years, then Middle Fork Property Development LLC will reimburse the City for the balance of the impact fee credits received.
- **Water Service to the Property.** The property is located in North Bend's water service district. Middle Fork Property Development LLC may obtain public water utility service for the property from Sallal Water Association ("Sallal"), and the City agrees not to raise objections to Sallal serving the Property, and this includes the City refraining from negatively commenting to applicable local, state, and federal agencies regarding any proposal for Sallal to serve the Property with water.

The obligations under the DA with Middle Fork Property Development LLC, would be to December 31, 2044, in order to match possible completion date for the development of the property. Middle Fork Property Development LLC will submit a master plan for the property, per the Master Plan Overlay District requirement, after City Council approval of the DA.

The property is considered to be a prime development opportunity for the City of North Bend that would assist North Bend's economic development goals by supporting fiscal sustainability to meet existing and future financial obligations and provide essential services to current and future residents as well as

# City Council Agenda Bill

strengthening and diversifying the economic base. In addition, the development of the property supports the economic development strategy recommendation to redevelop Truck Town and the surrounding properties.

The City of North Bend Planning Commission held a Public Hearing for the DA on August 7, 2024. Based on the findings above and public comments received, the Planning Commission recommended approval of Development Agreement attached.

## ALTERNATIVES:

### **Alternative #1: Do not approve DA with Middle Fork Property Development LLC.**

Description: The City of North Bend does not enter into a Development Agreement.

Business Impacts: Fiscal sustainability and economic development are key to increasing the revenue capacity of the City as well as promoting opportunity, good jobs, and sound and diversified economy. The DA is an opportunity to develop a vacant parcel, revitalize the Truck Town area, and catalyze broad based economic growth. Without a DA the City's ability to realize additional revenues to fund service levels and meet its economic development goals will be limited.

Recommendation: Do not recommend.

### **Alternative #2: Approve DA with Middle Fork Property Development LLC.**

Description: Direct the Mayor to enter into a Development Agreement.

Business Impacts: The Fiscal Sustainability Analysis, based on Council feedback and support, has prioritized this parcel for economic development in order to help the City meet fiscal sustainability goals. The draft study from the Fiscal Sustainability Analysis predicts under EP-2 zoning the site would increase the assessed value of the property from \$6M to nearly \$74M and create approximately 600 jobs.

Recommendation: Recommend approving the Development Agreement between the City of North Bend and Middle Fork Property Development LLC and authorizing the Mayor to execute the same.

**APPLICABLE BRAND GUIDELINES:** Economic viability/balanced budget; Commitment to invest in the City; Sustainably managed growth

**COMMITTEE REVIEW AND RECOMMENDATION:** The Community and Economic Development Committee reviewed this agreement at its meeting of August 20, 2024 and recommended approval and placement on the September 3, 2024 City Council Main Agenda for discussion.

**RECOMMENDED ACTION:** **MOTION to approve AB24-087, a resolution authorizing a Development Agreement between the City of North Bend and Middle Fork Property Development LLC.**

## RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 3, 2024		

# RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,  
WASHINGTON, APPROVING THE DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF NORTH BEND  
AND MIDDLE FORK PROPERTY DEVELOPMENT, L.L.C.  
AND AUTHORIZING THE MAYOR TO EXECUTE THE  
SAME**

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

**WHEREAS**, Middle Fork Property Development, L.L.C. (“Developer”) intends to purchase, own, and control approximately 35 acres, zoned EP-2, located at SE 140th Street and 468th Avenue SE; and

**WHEREAS**, the property is considered to be a prime development opportunity for the City of North Bend that would generate good jobs, opportunity, and amenities for North Bend residents; and

**WHEREAS**, development of the property would assist North Bend’s economic development goals by supporting fiscal sustainability to meet existing and future financial obligations and provide essential services to current and future residents as well as strengthening and diversifying the economic base; and

**WHEREAS**, the Developer will submit a master plan for the property, per the Master Plan Overlay District requirement, after City Council approval of the Development Agreement; and

**WHEREAS**, the Development Agreement with the Developer, will have a term through December 31, 2044, consistent with the estimated completion date for the development of the property; and

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

**WHEREAS**, the North Bend Planning Commission held a public hearing on the Development Agreement with the Developer on August 7, 2024, wherein the Commission received public comments, and provided a recommendation of approval following the public hearing;

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3<sup>RD</sup> DAY OF SEPTEMBER, 2024.**

**CITY OF NORTH BEND:**

---

**Mary Miller, Mayor**

**APPROVED AS TO FORM:**

---

**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:

Posted:

---

**Susie Oppedal, City Clerk**

**DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF NORTH BEND  
AND MIDDLE FORK PROPERTY DEVELOPMENT LLC**

This Development Agreement (the “Agreement”) is made and entered into by and between the City of North Bend, a Washington municipal corporation (hereinafter referred to as the “City”), and Middle Fork Property Development LLC, a Washington corporation (hereinafter referred to as “Owner”).

**RECITALS**

**WHEREAS**, Owner owns or controls certain real property which is located within the City’s municipal boundary and which is more fully described in the attached Exhibit “A” (hereinafter referred to as the “Property”); and,

**WHEREAS**, the City and the Owner recognize this Property will develop over a period of years and wish to provide predictability about the impact fees that will apply to the Property over the course of its full development by the Owner; and,

**WHEREAS**, the City is a Washington municipal corporation with land use planning and permitting authority over all land within its corporate limits; and,

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

**WHEREAS**, pursuant to RCW 36.70B.170 and North Bend Municipal Code (“NBMC”) chapter 18.27, a development agreement is authorized which may set forth specific development provisions that shall apply to the Property development within the duration specified in the agreement; and

**WHEREAS**, the parties recognize the importance of jobs and commercial development within the City and particularly within the area that includes the Property; and,

**WHEREAS**, for the purposes of this Agreement, “Development Standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3), NBMC Titles 17, 18 and 19, and any development standards provided herein;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the parties hereto agree as follows:

## **AGREEMENT**

**Section 1. Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated by reference as if fully set forth herein.

**Section 2. Development Agreement.** This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210 along with chapter 18.27 of the NBMC, and it shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170 and NBMC 18.27.025 and upon execution by all parties.

**Section 3. Effective Date and Duration of Agreement.** This Agreement shall commence upon the effective date of the City Council resolution approving this Agreement (the “Effective Date”), and shall continue in force for a period of twenty (20) years unless extended or terminated as provided herein.

**Section 4. SEPA.** Pursuant to the State Environmental Policy Act (“SEPA”), piecemeal environmental review is discouraged. The Owner has not completed the Master Plan development process under NMBC Chapter 18.13, and therefore, SEPA review will not be conducted as part of this Agreement. The SEPA review will be tied to the development proposal and Master Plan.

**Section 5. Land Use Fees and Impact Fees.** Except as described in Sections 6 and 7 herein, the Owner shall pay 100% of the impact fees, connection fees, mitigation fees, charges, and future fees and charges required by the City for the Property. Owner acknowledges and agrees that land use,

transportation, stormwater, parks, building, fire, public works and other fees and charges adopted by the City may be increased by the City from time to time, and are applicable to permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.

**Section 6. Impact Fees Credits.** Upon the Effective Date of the Agreement, the parties agree that the impact fees for transportation and stormwater infrastructure improvements that mitigate for the development of the Property shall be reduced by fifty percent (50%) for a period of five (5) years. The calculation of the impact fees for transportation and stormwater infrastructure improvements shall be calculated at the time of the Effective Date of this Agreement and the City shall collect 50% from the Owner prior to building permit issuance.

**Section 7. Impact Fees Credits Offset.** It is intended that the impact fees credits described in Section 6 herein will be offset with sales taxes generated from businesses locating and relocating to the Property upon its development pursuant to the Master Plan. If during a period of five (5) consecutive years commencing on Effective Date of this Agreement, the dollar amount of the sales taxes obtained by the City from the Property is not equal or greater than the total impacts fees credits provided for the Property for five (5) years pursuant to Section 6 herein, the Owner shall, upon request from the City, directly and promptly reimburse the City for the balance of the impact fee credits received by the Owner.

**Section 8. Water Service to the Property.** Owner may choose, but is not required, to obtain public water utility service for the Property from Sallal Water Association ("Sallal"), and the City agrees not to raise objections to Sallal serving the Property, and this includes the City refraining from negatively commenting to applicable local, state and federal agencies regarding any proposal for Sallal to serve the Property with water.

## **Section 9. Termination.**

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

**9.1.1.** The development contemplated in this Agreement and in associated permits and/or approvals issued by the City are not

substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City; or

**9.1.2.** Owner does not construct the project as contemplated by the Master Plan and permits and approvals obtained for the Property and this Agreement, or submits applications for development of the Property that are inconsistent with this Agreement.

**9.2.** This Agreement shall terminate either (1) upon the expiration of the term identified in Section 3 above, or (2) when the Property has been fully developed *and* all of Owner's obligations in connection therewith are satisfied as determined by the City, whichever first occurs. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney.

**9.3.** This Agreement shall terminate upon Owner's abandonment of development of the Property. Owner shall be deemed to have abandoned development of the Property if a complete application for a master plan has not been received by the City within six (6) months of the effective date of this Agreement consistent with NBMC 18.13.020(E) or if no building permit for construction of the Master Plan is submitted to the City within 2 years of the Effective Date noted above.

**Section 10. Effect of Termination.** Upon termination of this Agreement, the entitlements, conditions, limitations and any other terms and conditions vested herein shall no longer be vested hereby with respect to the Property (provided that vesting of such entitlements, conditions or fees may be established for the property pursuant to then-existing planning and zoning laws).

**Section 11. Remedies and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Washington. Should a disagreement arise between the City and Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting

proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action for which the parties agree to venue in the Superior Court for King County, State of Washington.

**Section 12. Performance and Waiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

**Section 13. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

**Section 14. Severability.** If any portion of this Agreement is found to be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

**Section 15. Inconsistencies.** If any provisions of the North Bend Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

**Section 16. Binding on Successors.** The rights and obligations created by this Agreement are assignable and shall be binding upon and inure to the benefit of Owner, the City, and their respective successors and assigns. Only Owner and the City or their successors and assigns shall have the right to enforce the terms of this Agreement.

**Section 17. Recording.** Owner shall record, against the real property described in Exhibit "A", an executed copy of this Agreement with the King County Auditor, pursuant to RCW 36.70B.190, no later than fourteen (14) days after the Effective Date and shall provide the City with a conformed copy of the recorded document within thirty (30) days of the Effective Date.

**Section 18. No Joint Venture.** Nothing in this Agreement is intended to create any type of joint venture relationship between the parties as to the Property or its development.

**Section 19. Amendments.** This Agreement may only be amended by mutual agreement of the parties.

**Section 20. Entire Agreement.** This document contains the entire agreement between the parties with respect to the subject matter of the Agreement.

**Section 21. Voluntary Agreement.** The parties intend and acknowledge that this Agreement is entered into voluntarily without duress and is a voluntary contract binding upon the parties hereto, as well as their successors and assigns.

**Section 22. Indemnification.** The Owner shall protect, defend, indemnify and hold harmless the City and its officers, agents, and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever.

**Section 23. Attorneys' Fees and Costs.** In any judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs.

**Section 24. Mutual Drafting and Construction.** The parties agree that both parties participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply to either party.

**Section 25. Headings.** The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit, or otherwise modify the terms and contingencies of this Agreement.

**Section 26. Parties and Authority.** The signatories below to this Agreement represent that they have the full authority of their respective

entities to commit to all of the terms of this Agreement, to perform the obligations hereunder and to execute the same.

**Section 27. Force Majeure.** Neither party shall be deemed to be in default where delays in performance or failures to perform are due to war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, pandemics, or other restrictions or bases for excused performance which is not within the reasonable control of the party to be excused.

**Section 28. Correspondence and Notice.** Notices or communications required or desired to be given under this Agreement shall be in writing and sent either by: (a) United States Postal Service first class mail, postage pre-paid; (b) recognized overnight courier service which customarily maintains a contemporaneous permanent delivery record; or (c) by e-mail to the e-mail addresses designated below, if the subject line indicates that the e-mail is formal notice under this Agreement. The notice shall be deemed delivered on the earlier of: (a) Actual receipt; (b) three (3) business days from deposit in the United States mail; (c) the delivery date as shown in the regular business records of the recognized overnight courier service; or (d) the day and time the email message is received by the recipient's email system, provided, however, that emails received between 4:30 PM and 8:30 AM will be considered delivered as of the start of the next business day. Notices shall be addressed as follows:

To CITY:

City of North Bend  
Attn:  
Title  
[Address]  
[email address]

To OWNER:

Middle Fork Property Development LLC  
Attn:  
Title  
Address  
email address

Either party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above.

**Section 29. No Third-Party Beneficiary.** Unless expressly provided for herein, nothing in this Agreement is intended to create any third-party beneficiary relationships.

**Section 30. Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

MIDDLE FORK PROPERTY  
DEVELOPMENT LLC

CITY OF NORTH BEND

By

By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

—

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 signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of Middle Fork Property Development LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington, residing in the County of King  
My Commission 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 signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of the CITY OF NORTH BEND, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2024.

NOTARY PUBLIC for the State of  
Washington, residing in the County of  
King  
My Commission Expires:

---

DRAFT

**ATTACHMENT A**

King County parcel number 132308-9020 of approximately 35 acres, zoned EP-2, located at SE 140th Street and 468th Avenue SE.







## **Staff Report and Planning Commission Recommendation for the Development Agreement with the Middle Fork Property Development LLC**

**Meeting Date:** August 7, 2024

**Proponent:** Seattle Commercial Development Corporation

**Staff Recommendation:** A Motion to recommend City Council approval of a Development Agreement with Middle Fork Property Development LLC for development of parcel number 132308-9020 of approximately 35 acres, zoned EP-2, located at SE 140<sup>th</sup> Street and 468<sup>th</sup> Avenue SE.

### **I. Purpose of proposed development agreement:**

The City is proposing to enter into a Development Agreement (DA) with Middle Fork Property Development LLC for development of a property at King County parcel number 132308-9020 of approximately 35 acres, zoned EP-2, located at SE 140<sup>th</sup> Street and 468<sup>th</sup> Avenue SE.

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

Middle Fork Property Development LLC is requesting the following in DA:

- **Impact Fee Reduction:** A fifty percent reduction in impact fees for transportation and stormwater infrastructure improvements that mitigate for the development of the property for a period of five (5) years. The calculation of the impact fees for transportation and stormwater infrastructure improvements shall be calculated at the time of the effective date of the DA and the City shall collect 50% from Middle Fork Property Development LLC prior to building permit issuance.
- **Impact Fees Credits Offset.** The remainder of the transportation and stormwater impact fees, 50%, are to be offset with sales taxes generated from businesses locating and relocating to the property for a period of five (5) years commencing on the effective date of the DA. If the dollar amount of the sales taxes obtained by the City from the property is not equal to or greater than the total impacts fees credits provided for the property for five (5) years, Middle Fork Property Development LLC will reimburse the City for the balance of the impact fee credits received.
- **Water Service to the Property.** The property is located in North Bend's water service district. Middle Fork Property Development LLC may obtain public water utility service for the property from Sallal Water Association ("Sallal"), and the City agrees not to raise objections to Sallal serving the Property, and this includes the City refraining from negatively commenting to applicable local, state, and federal agencies regarding any proposal for Sallal to serve the Property with water.

The obligations under the DA with Middle Fork Property Development LLC, would be to December 31, 2044, in order to match the estimated completion date of the proposed development. The draft DA is attached as Exhibit A.

Middle Fork Property Development LLC will submit a master plan for the property, per the Master Plan Overlay District requirement, after City Council approval of the DA.

## **II. CONCLUSION AND STAFF RECOMMENDATION:**

The property is considered to be a prime development opportunity for the City of North Bend that would generate good jobs, opportunity, and amenities for North Bend residents. Development of the property would assist North Bend's economic development goals by supporting fiscal sustainability to meet existing and future financial obligations and provide essential services to current and future residents as well as strengthening and diversifying the economic base. In addition, the development of the property supports the economic development strategy recommendation to redevelop Trucktown and the surrounding properties.

City staff recommends approval of the new DA with Middle Fork Property Development LLC. Following consideration of any testimony that may be provided to you at the public hearing at your August 7, 2024, meeting, staff requests your recommendation to the City Council as to whether to approve the DA.

## **III. PLANNING COMMISSION RECOMMENDATION**

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

Exhibit A: Draft DA with Middle Fork Property Development LLC

**From:** [Juliano Pereira](#)  
**To:** [Rebecca Deming](#); [Mike McCarty](#)  
**Subject:** Fw: Back-up info for tonight's CC meeting  
**Date:** Wednesday, August 7, 2024 6:27:47 PM  
**Attachments:** [North Bend Business Ideas.doc](#)

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**From:** Jean Buckner <jean.buckner@comcast.net>  
**Sent:** Wednesday, August 7, 2024 1:00 PM  
**To:** Brian Fitzgibbon <BFitzgibbon@northbendwa.gov>; Juliano Pereira <JPereira@northbendwa.gov>; Sam White <swhite@northbendwa.gov>; Olivia Moe <OMoe@northbendwa.gov>; James Boevers <JBoevers@northbendwa.gov>; Stephen Matlock <smatlock@northbendwa.gov>; Hannah Thiel <HThiel@northbendwa.gov>  
**Cc:** [jean.buckner@comcast.net](mailto:jean.buckner@comcast.net) <jean.buckner@comcast.net>  
**Subject:** Back-up info for tonight's CC meeting

You don't often get email from [jean.buckner@comcast.net](mailto:jean.buckner@comcast.net). [Learn why this is important](#)

Planning Commission Members,

First of all, thanks for serving in what sometimes can be a thankless job. THANK YOU!  
Secondly, I wanted to provide you with the following regarding aspects of tonight's agenda:

1. For an example of an alternative development that would bring revenue and tourists to North Bend, see e-mail to James Henderson below. Attached is also an initial overview of a low water/power business concept that would be targeted to local citizens and folks traveling through or to the Summit. Part of the concept would be a "Glice Rink". One can be installed for \$60,000 per a vendor with locations in both the US and Europe. (NOTE: this is NOT similar in size or concept to the Ice Rink in Snoqualmie).
2. Questions:
  - a. What is the Development? THE DA was rather sparse in terms of description. See an example of a more detailed Issaquah Development Agreement at <https://www.issaquahwa.gov/3436/Shelter-Development>. Either the DA should provide much more detail, or a Master Plan should precede the DA.
  - b. Would the DA tie up the land for the term of the agreement? If so, does the city want to do this and discourage other potential developments?
  - c. Approximately, what is the square feet (or other estimate of size) of the development? How many ERUs and sewer connections would be utilized? What amount of electrical power will be needed.

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**From:** Jean Buckner <jean.buckner@comcast.net>  
**Sent:** Thursday, April 18, 2024 12:03 PM

**To:** 'James Henderson' <jhenderson@northbendwa.gov>

**Subject:** Would a "low water" Indoor Ski, Skate, Snowboard and Climbing Facility work in North Bend on PW property?

Would an Indoor Ski, Skate, Snowboard and Climbing Facility work in North Bend? See concept and pictures attached – would work on PW property AND would receive tremendous community support. It would have to be low impact. Also see this NYT link: A “Glice” Rink – with 1800 Rinks worldwide: <https://www.nytimes.com/2020/02/01/business/glice-fake-ice-skating-.html>

Best,

Jean

Jean Buckner, EdD - President of Friends of The Snoqualmie Valley Trail and River

Facebook: [The Friends of The Snoqualmie Valley Trail and River](https://www.facebook.com/TheFriendsOfTheSnoqualmieValleyTrailAndRiver)

Website: <http://fosvtr.org/>

GoFundMe: <https://www.gofundme.com/Friends-of-The-Snoqualmie-Valley-Trail-and-River>

## Would an Indoor Ski, Snowboard and Climbing Facility work in North Bend?

**Possible Location:** Land adjacent to Truck Stop and on the Way to the Middle Fork Expansion - Where Proposed Chicken Plant would be located

Indoor Ski, Snowboard (with or without snow and virtual training options) and Climbing Facility (could also include day care and kid camp for children not old enough for the Pass or to hike the Middle Fork; families could drop them off here.)

Glice Rink: <https://www.youtube.com/user/Glicerinks>



SMALL, low energy, no ice (water) for kid hockey and ice skating lessons or Medium Sized:



Family Indoor/Outdoor Experiences

A “Glice” Rink – with 1800 Rinks worldwide – no water, no electricity required (except for cleaning)

<https://www.nytimes.com/2020/02/01/business/glice-fake-ice-skating-.html>

Styrofoam ski-jump pits

Snowless skiing and lessons

Rock Wall Climbing

Bouldering

Kayaking lessons “pool”



From:

[http://archive.boston.com/travel/explorene/specials/ski/articles/2007/12/27/for\\_indoor\\_slopes\\_business\\_looks\\_up/](http://archive.boston.com/travel/explorene/specials/ski/articles/2007/12/27/for_indoor_slopes_business_looks_up/)



<http://www.indoorskiusa.com/find>



From: <http://www.coloradoskiauthority.com/copper-mountain/woodward/> Also see videos at:  
<http://woodwardtv.com/video/what-is-woodward-copper/> and  
<http://www.9news.com/mobile/video/sports/ski/indoor-ski-facility-business-booming/73-2435415>

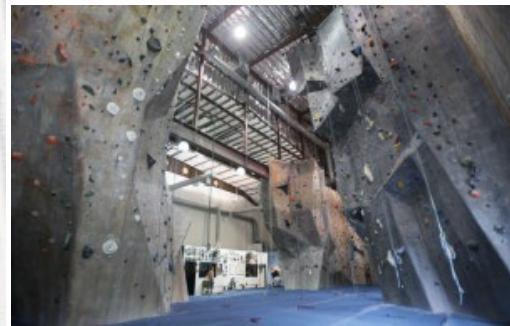
From: <http://alpineindoorski.com/>



From:

<http://www.firsttracksonline.com/2016/01/15/year-round-indoor-skiing-facility-opening-in-toronto-area/>

Pictures only:



Possible additions: Bungee Aerobics:

<https://www.facebook.com/sandy.knauft/posts/1997545777190021>

A vision of the city consistent with actual vision and mission statement



**From:** [Rebecca Deming](#)  
**To:** [Rebecca Deming](#)  
**Subject:** FW: Seattle Commercial Development Corporation Development Agreement Public Hearing Comment for 8/7 Planning Commission Meeting  
**Date:** Tuesday, August 13, 2024 9:36:58 AM

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**From:** mthomas bangstick.net <[mthomas@bangstick.net](mailto:mthomas@bangstick.net)>  
**Sent:** Wednesday, August 7, 2024 2:09 PM  
**To:** Planning <[planning@northbendwa.gov](mailto:planning@northbendwa.gov)>  
**Cc:** Hannah Thiel <[HThiel@northbendwa.gov](mailto:HThiel@northbendwa.gov)>; Susie Oppedal <[SOPPEDAL@NORTHBENDWA.GOV](mailto:SOPPEDAL@NORTHBENDWA.GOV)>; James Boevers <[JBoevers@northbendwa.gov](mailto:JBoevers@northbendwa.gov)>; Olivia Moe <[OMoe@northbendwa.gov](mailto:OMoe@northbendwa.gov)>; Brian Fitzgibbon <[BFitzgibbon@northbendwa.gov](mailto:BFitzgibbon@northbendwa.gov)>; Juliano Pereira <[JPereira@northbendwa.gov](mailto:JPereira@northbendwa.gov)>; Sam White <[swhite@northbendwa.gov](mailto:swhite@northbendwa.gov)>; Stephen Matlock <[smatlock@northbendwa.gov](mailto:smatlock@northbendwa.gov)>  
**Subject:** Seattle Commercial Development Corporation Development Agreement Public Hearing Comment for 8/7 Planning Commission Meeting

The DA should not be approved as:

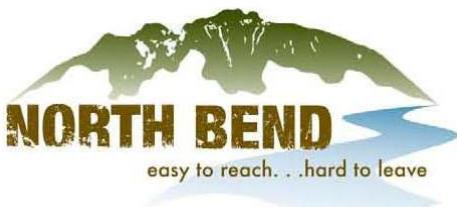
- It worsens city budget and may worsen bond rating as stormwater and traffic impacts require funding. 6/25 council workstudy notes regarding city finances: "...base line revenue growth was 2.0% per year average and projected expenditure growth was 4.4% per year. ... no action...would lead to depletion of reserves, budget, and service cuts." Further: "Finance Director ... reported the current rating was AA- for the Utility Fund and ... believed the AA- rating for the Utility Fund was because storm and flood fees have not increased."
- Stormwater and traffic impacts and funding and timing to address are unknowns without a development proposal and master plan. These contribute to financial uncertainty--perhaps bond impacts--and increased carrying costs to finance required improvements in time and possible delay to fund improvements. Delays in improvements increase risks and impacts on both stormwater and traffic.
- Insufficient assurance of swift payment should sales tax revenue fall short.
- Amendment requires amending the development agreement with commission, council, and public review not just the city.
- Non tax generating uses should be prohibited, eg use as a national guard vehicle maintenance facility or readiness center.
- Removing the parcel from the city water service area may be realized via the UTRC (past like actions resulted in the area being removed to the city WSA). The city should not be limited in commenting given the water systems will not be

independent with the intertie and the current status of the intertie and upcoming 2025 city WSP.

- The city's lead option on revenue including the parcel is a TIF per 6/25 and 7/23 council workstudy packets. To reduce stormwater charges and then needing a TIF to increase revenues is sophistry and further limits options on the TIF on remaining parcels.

There are too many unknowns, terms and budget impacts to approve presently. Consider returning with more development details and master plan. Greater clarity by the city on its finances and approach is needed along with clarity on water.

Mike Thomas  
1231 LaForest Drive SE



## City Council Agenda Bill

SUBJECT:	Agenda Date: September 3, 2024	AB24-088
<b>Ordinance Amending NBMC Sections 1.20.060, 1.20.080 and 1.20.100; Adopting a New Section 1.20.105 Relating to Appeals in Code Enforcement</b>	Department/Committee/Individual	
Cost Impact: N/A	Mayor Mary Miller	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	X
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	X
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
	Building Official – Colin Mercer	X

**Attachments:** Ordinance**SUMMARY STATEMENT:**

The North Bend Municipal Code (NBMC) Chapter 1.20 Code Enforcement, establishes the procedures that apply when a Code Enforcement Officer of the City determines that a violation of the NBMC has occurred.

Currently NBMC Chapter 1.20 does not explicitly provide a direct right of appeal to a person who has been served with a notice of violation by a City Code Enforcement Officer pursuant to NBMC 1.20.060.

Where a jurisdiction assesses civil penalties for noncriminal violations of the law, fundamental due process requires that any person subject to such penalties be provided with an opportunity to appeal before the penalties become final.

In the past the City has utilized the Hearings Examiner on an ad hoc basis should an appeal be requested related to a notice of violation. The City would like to codify the right of an administrative appeal to the City's Hearing Examiner in code enforcement actions with NBMC 1.20.

**APPLICABLE BRAND GUIDELINES:** Commitment to invest in the City and foster community engagement and pride.

**COMMITTEE REVIEW AND RECOMMENDATION:** The Community and Economic Development Committee reviewed this item at their July 16, 2024 meeting and recommended approval and placement on the Main Agenda for discussion.

**RECOMMENDED ACTION:** **MOTION to approve AB24-088, an ordinance amending NBMC Sections 1.20.060, 1.20.080 and 1.20.100; adopting a new Section 1.20.105 relating to appeals in Code Enforcement, as a first and final reading.**

**RECORD OF COUNCIL ACTION**

Meeting Date	Action	Vote
September 3, 2024		



# ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,  
WASHINGTON, RELATING TO CODE  
ENFORCEMENT; AMENDING NORTH BEND  
MUNICIPAL CODE SECTIONS 1.20.060, 1.20.080, AND  
1.20.100; ADOPTING A NEW SECTION 1.20.105,  
RELATING TO APPEALS IN CODE ENFORCEMENT  
ACTIONS; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHNG AN EFFECTIVE DATE**

**WHEREAS**, Chapter 1.20 of the North Bend Municipal Code (“NBMC”) establishes the procedures that apply when a code enforcement officer for the City of North Bend (“City”) determines that a violation of the NBMC has occurred or is occurring; and

**WHEREAS**, NBMC Chapter 1.20 does not explicitly provide a direct right of appeal to a person who has been served with a notice of violation by a city code enforcement officer pursuant to NBMC 1.20.060; and

**WHEREAS**, where a local jurisdiction assesses civil penalties for noncriminal violations of the law, fundamental due process requires that any person subject to such penalties be provided with an opportunity to appeal before the penalties become final; and

**WHEREAS**, the City’s hearing examiner is authorized to conduct administrative hearings; and

**WHEREAS**, the City has previously provided recipients of a notice of violation with the right to appeal the notice to the hearing examiner by agreement, on an ad hoc basis; and

**WHEREAS**, the City would like to codify the right of an administrative appeal to the City’s hearing examiner in code enforcement actions within NBMC Chapter 1.20;

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

**Section 1. NBMC Section 1.20.060 (Notice of Violations), Amended:** North Bend Municipal Code Section 1.20.060 (Notice of violation) is hereby amended to read as follows:

**1.20.060 Notice of violation.**

If the violation is not corrected through mutual agreement after informal contact pursuant to NBMC 1.20.050, the

enforcement officer shall issue a notice of violation to the person responsible for the violation. The following conditions and requirements apply to any notice of violation issued pursuant to this section:

A. Content. A notice of violation shall include the following:

1. The name and address of the person responsible for the violation;
2. The street address or description sufficient for identification of the premises;
3. A description of the violation and reference to the provision(s) of the city regulation(s) which have been violated;
4. The required corrective action and correction date;
5. A statement that, if the violation is not corrected by the correction date, the city may:
  - a. Assess monetary penalties pursuant to NBMC 1.20.100(A);
  - b. Issue a notice of civil infraction pursuant to NBMC 1.20.080; and
  - c. Abate the unlawful condition and assess costs of abatement in accordance with NBMC 1.20.110; and
6. A statement that any penalties and costs of abatement incurred by the city pursuant to this chapter may be charged as a lien against the property and as a joint and severable personal obligation of any person responsible for the violation; and
7. A statement that the assessment of a monetary penalty may be appealed to the city hearing examiner within 14 calendar days of the penalty's effective date, pursuant to NBMC 1.20.105, and that if not appealed during this 14-day period, such monetary penalty shall be final and binding.

B. Service of Notice. The code enforcement officer shall serve the notice of violation upon the person responsible

for the violation, either personally or by mailing a copy of the notice of violation by certified or registered mail, return receipt requested, to such person at their last known address. If the person responsible for the violation cannot be personally served within King County and if an address for mailed service cannot be ascertained, notice shall be served by posting a copy of the notice of violation conspicuously on the affected property or structure. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which the service was made and, if by posting, the facts showing the attempts to serve the person personally or by mail.

C. Optional Recording Procedure. The city may, at its discretion, record a notice of violation against the subject property.

D. Extension. Extensions of the correction date may be granted at the discretion of the code enforcement officer upon request by the person responsible for the violation and good cause shown.

**Section 2. NBMC Section 1.20.080 (Notice of Civil Infraction), Amended:** North Bend Municipal Code Section 1.20.080 (Notice of civil infraction) is hereby amended to read as follows:

**1.20.080 Notice of civil infraction.**

A. Issuance.

1. When the enforcement officer is unable to secure voluntary correction or execution of a voluntary correction agreement by the correction date set forth in a notice of violation pursuant to NBMC 1.20.060(A)(4), the enforcement officer may issue a notice of civil infraction in accordance with Chapter 7.80 RCW, which is incorporated herein by this reference, to the person responsible for the violation, and shall file such notice of infraction with the North Bend municipal court within 48 hours of issuance, excluding Saturdays, Sundays and holidays.

2. Notwithstanding the requirements of NBMC 1.20.050 and 1.20.060, the enforcement officer may issue a notice of civil infraction to the responsible person without

having attempted to secure voluntary correction or issuing a notice of violation under the following circumstances:

- a. When an emergency exists; or
- b. When a repeat violation occurs; or
- c. When the violation creates a situation or condition which cannot be corrected; or
- d. The responsible person cannot be contacted or refuses to communicate or cooperate with the city in correcting the violation.

**B. Monetary Penalty.** Unless otherwise specifically provided in connection with particular sections, chapters or titles of the city code, noncriminal violations of the city code shall be infractions and shall carry a maximum penalty of \$1,000.00. Each day, location, violator and incident shall constitute a separate civil infraction. In addition to this amount, a court of competent jurisdiction may order a person found to have committed a civil infraction to pay restitution, including the city's reasonable enforcement and abatement costs.

1. It is provided, however, that if the same violator has been found, in any court of competent jurisdiction, to have previously committed an infraction violation for the same or similar conduct three or more separate times, with the infraction violations occurring at the same location and involving the same or similar sections of NBMC Titles 5, 6, 8, 10, 12, 13, 14, 15, 17 or 18, or other similar code(s), any further violations shall constitute misdemeanors, punishable as provided in NBMC 1.20.160. For the purposes hereof, it shall be *prima facie* evidence that the same violator has previously been found to have committed any infraction if a certified copy of the judgment, docket or other court document showing that such violation was found committed is filed with the court.

**Section 3. NBMC Section 1.20.100 (Monetary Penalty), Amended:** North Bend Municipal Code Section 1.20.100 (Monetary penalty) is hereby amended to read as follows:

**1.20.100 Monetary penalty.**

A. Penalty Amount. The monetary penalty for each violation shall not exceed \$1,000 per day; provided, that the enforcement officer may double the monetary penalty schedule if the violation is a repeat violation as defined in NBMC 1.20.020(Q). In determining the amount of the monetary penalty for repeat violations, the enforcement officer shall consider the following factors:

1. Whether the person responsible for the violation responded to staff attempts to contact the person, and cooperated to correct the violation;
2. Whether the responsible person showed due diligence and/or substantial progress in correcting the violation;
3. Whether a genuine, factual code interpretation issue exists; and
4. Any other relevant factors.

B. Continued Duty to Correct. Payment of monetary penalties pursuant to this chapter does not relieve the person responsible for the violation of the duty to correct the violation.

C. Collection of Monetary Penalty.

1. The monetary penalty constitutes a joint and severable personal obligation of the person responsible for the violation. Unless appealed pursuant to NBMC 1.20.105, Any monetary penalty assessed must be paid to the city within 10 calendar days from the date of a notice from the city that penalties are due. Any such monetary penalty shall further constitute a lien against the premises, in the manner as set forth in NBMC 1.20.110(E).

2. The city attorney and city staff are authorized to take all actions available at law to collect the monetary penalty.

**Section 4. New NBMC Section 1.20.105 (Appeals), Adopted:** A new North Bend Municipal Code Section 1.20.105, to be entitled "Appeals," is hereby adopted to read as follows:

**1.20.105 Appeals.**

A. An assessed monetary penalty may be appealed to the city hearing examiner within 14 calendar days of the penalty's effective date. After the 14-day period, penalties shall be final and binding. The hearing examiner may grant an extension of time for filing an appeal if the person establishes that they did not receive the notice of penalty due to good cause. The burden of proving such good cause circumstances is on the person making the claim.

B. The appeal shall be processed and the hearing conducted as described in this Section. The person appealing may appeal either the determination that a violation exists or the amount of the monetary penalty imposed, or both. The person appealing may appeal all penalties that are not final and binding. The hearing examiner has the authority to affirm, dismiss, or modify the monetary penalty. The city and the person to whom the notice of civil violation was issued may participate in the hearing and each party, or its legal representatives, may call witnesses and present evidence.

C. The city shall have the burden of proving by a preponderance of the evidence the commission of a violation.

D. The parties are responsible for securing the appearance of any witnesses they may wish to call; neither the city nor the hearing examiner shall have the burden of securing any witnesses on behalf of the person who is contesting the violation(s) or seeking to mitigate the penalties.

E. Formal rules of evidence shall not apply to any such hearing, and the hearing examiner shall allow hearsay testimony by the parties and not require proof of chain of custody for evidence that is presented; provided, the hearing examiner shall determine the weight to be assigned to any evidence presented. Any notes, reports, summaries, photographs, or other materials prepared by the parties shall be admitted into evidence if requested; provided, the parties are free to argue the weight that should be assigned by the hearing examiner to any evidence submitted.

F. The civil penalties for a continuing violation shall not continue to accrue pending determination of the appeal;

however, the hearing examiner may impose an additional daily monetary penalty, to a maximum of \$100.00 per day, from the date of service of the notice of penalty if the hearing examiner finds that the appeal is frivolous or intended solely to delay compliance. An appeal does not lift or stay a notice to correct violation.

G. If the hearing examiner finds that a violation was not committed at the time the notice of penalty was issued, the examiner shall dismiss all penalties before them that were imposed for the alleged violation and the city shall dismiss all additional penalties, whether effective or final, that were imposed for the alleged violation.

H. A person is precluded from appealing a penalty if the hearing examiner finds that it has determined in a prior appeal all the issues of fact and law raised by the person appealing.

I. At their discretion, the hearing examiner may consolidate appeals of penalties imposed on the same property for the same violations.

J. Upon the conclusion of the hearing, the hearing examiner may issue a verbal decision pending issuance of the written decision; if necessary, the hearing examiner may delay issuing the written order for up to ten (10) business days following the hearing. In either event, the verbal decision and written order shall contain findings and conclusions based on the record that includes the following information:

1. For each alleged violation of the city code, a statement indicating whether the violation has been found committed or not committed;
2. For violations found committed, the monetary penalties and costs being assessed pursuant to this chapter;
3. For violations found committed, any required corrective actions;
4. For violations found committed, a finding that abatement of the violations by the city is authorized, at the expense of the person responsible for the violations; and

5. A statement notifying the person responsible for the violation that they are subject to additional civil and/or criminal penalties if any violation that was the subject of the hearing has not been corrected or abated.

K. The hearing examiner may cause a copy of the decision and order to be served upon the parties at the close of the hearing. When the hearing examiner requires more time to prepare a written order, or when a party fails to appear after requesting a contested hearing, the hearing examiner shall cause a copy of the decision and order to be served on the parties by mailing a copy to each party's last known address within ten (10) business days of the hearing.

**Section 5. Severability:** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 6. Effective Date:** This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3<sup>RD</sup> DAY OF SEPTEMBER, 2024.**

**CITY OF NORTH BEND:**

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**Mary Miller, Mayor**

**APPROVED AS TO FORM:**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Published:

Effective:

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**Susie Oppedal, City Clerk**



## City Council Agenda Bill

SUBJECT:	Agenda Date: September 3, 2024	AB24-089
<b>Motion Authorizing Contract with PH Consulting for the 2025 Sidewalk Gaps Project</b>	Department/Committee/Individual	
Cost Impact: \$574,400 NTE	Mayor Mary Miller	
Fund Source: Capital Streets Fund	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	X
<b>Attachments:</b> Scope of Work and Fee		

### SUMMARY STATEMENT:

During the past several years, City Council has allocated an increased budget to remove some of the more hazardous sidewalk gaps throughout the City to improve public safety, increase pedestrian connectivity, and enhance quality of life for residents. Below is a list of projects the City's Transportation and Public Works (TPW) Committee picked at the May 28<sup>th</sup> 2024 TPW meeting to be designed starting this year for 2025 construction.

1. SE 140<sup>th</sup> Street Sidewalk on North Side (Eagles Nest Pl SE to Ichijo Development)
2. Thrasher Ave NE Sidewalk on East Side (North Bend Way to NE 2<sup>nd</sup>)
3. North Bend Way Sidewalk on the North Side (Dahlgren Park to Snoqualmie Valley Trail)
4. North Bend Way Trail on the North Side (Tanner Road to SE 140<sup>th</sup> Street)
5. 5<sup>th</sup> Street, 6<sup>th</sup> Street, Main and Pierce Avenue Water and Street Improvements
6. Stilson Avenue SE Sidewalk on the West Side (North Bend Way to Cedar Falls Way)  
(Design only, will not be constructed in 2025)

The six projects listed above have been separated into three different work scope and fees in order to create separate bid packages.

Project No. 1, No. 2, No. 3 and No. 4 above have been placed in one bid package as they are similar in scope and this will allow some of the smaller contractors to bid on these projects. The work consists primarily of curb, gutter and sidewalk and the stormwater components associated with the proposed sidewalk.

Project No. 5 above will include curb, gutter, sidewalk, and stormwater components but also includes replacing the existing asbestos water main pipe, lowering the Snoqualmie Valley Trail at the intersection with Main Avenue and installing stormwater infrastructure to fix multiple low points in the roadway. Staff recommends separating this work out as it is more complex, and this will also allow for smaller contractors to bid on these projects as well.

Project No. 6 above is design only so we don't want this included in the bid packages with the other projects. The proposed sidewalk will connect to the future North Bend Way/Mt Si Rd. Roundabout project.

PH Consulting services include project management, survey and base mapping, cultural resource services (as necessary), geotechnical services, 30, 60, 90, and Final PS&E submittals and a small management reserve for any unforeseen tasks that may be necessary.

## City Council Agenda Bill

Attached are three separate work scope and fees from PH Consulting for engineering design services for the projects shown above. The total amount of the three work scope and fees is \$574,400 NTE. City staff went through several revisions of the scopes and fees with PH Consulting and the price is fair based on the amount of work proposed.

City staff have selected PH Consulting to perform this work based on performance on similar projects in the past and staff recommends approval of this contract.

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

**COMMITTEE REVIEW AND RECOMMENDATION:** This item was discussed at the August 27, 2024 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda.

**RECOMMENDED ACTION:** **MOTION to approve AB24-089, authorizing a contract with PH Consulting for design of the 2025 Sidewalk Gaps Project, in a form and content approved by the City Attorney, in an amount not to exceed \$574,400.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 3, 2024		

## SCOPE OF WORK

**Project Name:** 2025 Sidewalk Gaps Project  
**Client:** City of North Bend  
**Date:** August 28, 2024

### Introduction

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PH Consulting (“PH”) will provide professional engineering services for the design of sidewalk gaps, storm drainage collection and conveyance modifications, and safety improvements for the following project areas:

1. **North side of SE 140th Street from Eagles Nest Place SE to the west side of the proposed Ichijo Development**
2. **East side of Thrasher Ave NE from East North Bend Way to NE 2<sup>nd</sup> St**
3. **North side of North Bend Way from the east end of Dahlgren Park to the Snoqualmie Valley Trail**
4. **North side of North Bend Way between Tanner Road and SE 140<sup>th</sup> St**

The PH team’s design phase will include topographic survey and base mapping, geotechnical investigations, coordination with the City, and preparation of plans, specifications, and estimates (“PS&E”). Supplemental services, including bidding and construction support may be added after the design phase is complete.

Fees provided for the Survey and Design Tasks are broken out based on project locations 1 – 4 above.

### Project Site Descriptions

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The improvements at the three different project locations, along with PH’s understanding of the scope of work at each site, are as follows:

1. **North side of SE 140th Street from Eagles Nest Place SE to the west side of the Ichijo Development**
  - This proposed sidewalk and trail section will have an approximate project length of 3,400’.
  - The western portion will include curb, gutter, planter strip/swale, and sidewalk beginning at the existing curb, gutter, and sidewalk east of Eagles Nest Place and ending at 457th Avenue SE to the east.
  - The eastern portion will include an asphalt trail separated from the existing roadway with a drainage swale. This will begin at 457th Ave SE to the west and end on the east side at the curb, gutter and sidewalk installed with the proposed Ichijo Development.

- It is anticipated that storm drainage runoff will infiltrate, and roadway/driveway culverts will also be installed to collect stormwater and convey it downstream to the existing storm drainage system as necessary.

**2. East side of Thrasher Ave NE from East North Bend Way to NE 2<sup>nd</sup> St**

- This proposed sidewalk section will have an approximate project length of 750' and will include curb, gutter, planter strip/swale, and sidewalk on the east side of Thrasher Ave NE.
- These improvements will connect on the north end at the existing curb, gutter and sidewalk on the SE corner of Thrasher Ave NE and NE 2<sup>nd</sup> St and extend south to North Bend Way.
- It is anticipated that storm drainage runoff will infiltrate, but roadway/driveway culverts will also be installed to collect stormwater and convey it north to the existing storm drainage system on the SE corner of Thrasher Ave NE and NE 2<sup>nd</sup> St or to the south at the NW corner of Thrasher Ave NE and North Bend Way.
- The existing storm drainage system, sidewalk, curb & gutter on the SE corner of Thrasher Ave NE and NE 2<sup>nd</sup> St are to remain other than adjustments necessary to tie in the proposed improvements.
- The termination of the sidewalk improvements at North Bend Way are to be determined.
- No overlay is proposed, and no work is anticipated on the west side of Thrasher Ave NE or into/across North Bend Way.
- No utility work is proposed beyond storm drainage collection and conveyance.
- No illumination is proposed.

**3. North side of North Bend Way from the east end of Dahlgren Park to Snoqualmie Valley Trail**

- This proposed sidewalk section will have an approximate project length is 800' and will include curb, gutter, and sidewalk on the north side of North Bend Way.
- These improvements will connect on the west end to the existing curb, gutter, planter strip, and sidewalk that were recently installed to the east end of Dahlgren Park.
- These improvements will connect on the east end to the existing sidewalk, curb, and gutter recently installed at the Snoqualmie Valley Trail ("SVT") at the crossing of North Bend Way.
- Walls or significant grading will be required on the back side (north side) of the proposed sidewalk and PH will design the improvements based on the City's preferences and Associated Earth Sciences, Inc ("AESI") recommendations. This may include railings, as well as storm drainage collection, conveyance, and an outfall.

**4. North side of North Bend Way between Tanner Road and SE 140<sup>th</sup> St**

- This includes ~1,000 LF of sidewalk/trail along the north side of North Bend Way between Tanner Road and SE 140<sup>th</sup> St that was already surveyed and designed in Summer 2024 by PH.
- The work needed now is to incorporate the previously prepared design into this PS&E.
- Slight modifications to the previously prepared design are necessary since a small portion of that work (curb ramp and storm drainage improvements) were added/built with the 2024 Sidewalk Gaps Project. Major revisions to the previously prepared design are not anticipated or included.

## Task Summary

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Task 001	Project Management
Task 002	Survey & Base Mapping
Task 003	Geotechnical Services
Task 004	30% Preliminary Design
Task 005	90% Design
Task 006	Final Design
Task 007	Management Reserve
Expenses	

## Preliminary Project Schedule

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Our Team shall begin work immediately upon receipt of Notice-to-Proceed and progress according to the attached Project Schedule. Key dates include:

Notice to Proceed (“NTP”)	September 2024
Survey	September 2024
Geotechnical Explorations	September 2024
30% Preliminary Design Submittal	November 2024
Project Walk-Through	November 2024
90% Design Submittal	January/February 2025
Final Design Submittal	March 2025
Bidding & Award	April 2025

A detailed project schedule will be provided after Notice-to-Proceed.

## Scope of Work

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PH's scope of work for the project is outlined as follows.

## Task 001 Project Management

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This task is for general project coordination, project monitoring, reporting, monthly invoicing, and meetings on the project, including plan review/discussion meetings, and in-house quality assurance. This task also includes coordination with and management of subconsultants.

### ASSUMPTIONS & EXCLUSIONS

- Community Outreach/Engagement is not anticipated for this project and is excluded from the scope.

## Task 002 Survey & Base Mapping

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This task will be exclusively for Atwell and any PH coordination time is included in Task 001 above. Atwell's scope is included as Exhibit C attached to this proposal. Survey of the portion of the project along North Bend Way between Tanner Road and SE 140<sup>th</sup> St was already completed, and additional survey work is not included herein.

## Task 003 Geotechnical Services

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This task will be exclusively for AESI and any PH coordination time is included in Task 001 above. AESI's scope is included as Exhibit D attached to this proposal.

## Task 004 30% Preliminary Design

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Following the Kick-off meeting, the Consultant shall provide a 30% Preliminary Design to include a layout of all project elements included in the plan set. The 30% Preliminary package will include sidewalk/trail locations and other elements of the work specifically required for the proposed improvements.

### ASSUMPTIONS & EXCLUSIONS

- The 30% Preliminary plans will include a cover sheet, general notes and legend, a Temporary Erosion & Sediment Control (TESC) plan sheet with City standard notes and details, sidewalk/trail and storm drainage plan sheets for the proposed improvements, typical cross-sections at 25' intervals, and City standard details as necessary.
- This task will also include a 30% layout for up to 3 alternatives for the intersection connection at the intersection of Thrasher Ave NE and North Bend Way
- Prior to the 90% Design stage, the City will provide the most current version of the front-end contract documents in Word format to PH.

- Specifications will be prepared per WSDOT 2024 Specifications Manual with relevant WSDOT, APWA, Local, and project specific GSP's incorporated as needed.
- The 30% Preliminary Design submittal will also include a 30% cost estimate.
- Plans will be prepared using City of North Bend AutoCAD Civil 3D standards.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review.

#### DELIVERABLES

- The 30% Preliminary plans will be provided electronically as PDFs.
- The 30% Design specifications will be provided electronically as PDF and in MS Word.
- The 30% Preliminary estimate will be provided electronically as PDF and in MS Excel.

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## Task 005 90% Design

After City review of the 30% Preliminary Design, the City and the PH team will meet to discuss the City's review comments, and PH will then proceed with towards 90% Design. The 90% design will include complete design, contract bid documents, specifications, and estimates, with relevant design details incorporated into the plans and specifications.

#### ASSUMPTIONS & EXCLUSIONS

- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review at each design stage.

#### DELIVERABLES

- 90% Design plans will be provided electronically as PDFs.
- 90% Design specifications will be provided electronically as PDF and in MS Word.
- 90% Design estimates will be provided electronically as PDF and in MS Excel.

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## Task 006 Final Design

After City review of the 90% Design, the City and the PH team will meet to discuss the City's review comments, and PH will then proceed with towards Final Design. The Final Design package submittal will include complete, bid-ready contract documents, and it is anticipated that the City will provide only minor review comments at this stage.

#### DELIVERABLES

- Final Design plans will be provided electronically as PDFs.
- Final Design specifications will be provided electronically as PDF and in MS Word.
- Final Design estimates will be provided electronically as PDF and in MS Excel.

## Task 007 Management Reserve

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This task provides for unanticipated services deemed to be necessary during the Project that are not specifically identified in the scope of work tasks defined above. Funds in this task are not to be used unless explicitly authorized by the City. Fee estimate is based on ±5% of authorized Tasks.

## Expenses

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This task provides for reimbursement associated with mileage, meetings, plots, and site visits throughout the course of the project.

## General Assumptions and Notes

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- Scope and fees outlined above are based on the following:
  - a. Emails and exhibits from the City in June/July 2024.
  - b. Site visits in June/July 2024.
- The following items are not included in this this scope of work:
  - a. Environmental permitting.
  - b. Structural engineering plans.
  - c. ROW services.
  - d. Storm drainage detention or water quality design or analysis.
  - e. Dry utility, gas, or lighting design or agency coordination.
  - f. Sanitary sewer or water main design or agency coordination.
- The City will provide available information, including City utility as-builts and GIS information, capital project design plans, and adjacent development project as-builts.
- PH will not pay any agency or easement fees on behalf of the City.
- Fees incurred due to reimbursable expenses such as large format copies (larger than legal size), mileage, and plots will be billed the **Expenses** task.
- Time and expense items are based on our Team's current hourly rates.
- PH reserves the right to move funds between approved Tasks as necessary based on approved scope of work provided the overall budget of Tasks is not exceeded. The City's Project Manager will be notified if funds are shifted.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.

**CONSULTANT FEES** Council Packet September 3, 2024  
**City of North Bend's 2025 Sidewalk Gaps Project**

PH Consulting Staff Category	Hours	Rate	Cost
Principal	38	\$ 265.00	\$ 10,070.00
Senior Project Manager	196	\$ 260.00	\$ 50,960.00
Senior Traffic Engineer	8	\$ 210.00	\$ 1,680.00
Project Engineer	352	\$ 190.00	\$ 66,880.00
CAD Designer III	284	\$ 175.00	\$ 49,700.00
Office Administrator	26	\$ 125.00	\$ 3,250.00
<b>Total Hours</b>	<b>904</b>		<b>\$ 182,540.00</b>

**Direct Fees** \$ 182,540.00

**Subconsultants**

ATWELL (Survey & Base Mapping)	\$ 57,750.00
AESI (Geotechnical)	\$ 12,732.50
<b>Sub-Total Subconsultants (Including 10% Mark-up)</b>	<b>\$ 70,482.50</b>

**Management Reserve (~5% of Direct Fees & Subconsultants)** \$ 12,700.00

**Subtotal \$ 265,722.50**

Direct Expenses	Unit	Cost	Total
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Utility Locator	1	\$ -	\$ -
Title Reports	1	\$ -	\$ -
2023 Mileage Rates	1	\$ 0.67	\$ 277.50

**Sub-Total Direct Expenses** \$ 277.50

**Total Fee** \$ 266,000.00

**COUNSELLOR FEES** Council Packet September 3, 2024  
**City of North Bend's 2025 Sidewalk Gaps Project**

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer III	Office Administrator	Total Hours	Subtotals	Totals
	Hourly Rate	\$ 265.00	\$ 260.00	\$ 210.00	\$ 190.00	\$ 175.00	\$ 125.00			
<b>001 PROJECT MANAGEMENT</b>										
	Project Coordination	8	32		8		2	50		\$ 12,210.00
	Project Monitoring & Invoicing		4				8	12		\$ 2,040.00
	Project Team Meetings	6		6				12		\$ 2,700.00
	Project Walk-Through after 30% Design	6		6				12		\$ 2,700.00
	Subconsultant Management	4		4			2	10		\$ 2,050.00
	Task 001 Total Hours	8	52	0	24	0	12	96		
	Subtotal Task 001	\$ 2,120.00	\$ 13,520.00	\$ -	\$ 4,560.00	\$ -	\$ 1,500.00		\$ 21,700.00	\$ 21,700.00
<b>002 SURVEY &amp; BASE MAPPING (ATWELL)</b>										
	Task 2.1 - 140th Street								\$ 32,450.00	\$ 32,450.00
	Task 2.2 - Thrasher Ave NE								\$ 11,550.00	\$ 11,550.00
	Task 2.3 - North Bend Way (Dalgren to SVT)								\$ 13,750.00	\$ 13,750.00
	Note: Each Task includes 10% Markup									
	Subtotal Task 002								\$ 57,750.00	\$ 57,750.00
<b>003 GEOTECHNICAL SERVICES (AESI)</b>										
	Task 3.1 - 140th Street								\$ 4,244.17	\$ 4,244.17
	Task 3.2 - Thrasher Ave NE								\$ 4,244.17	\$ 4,244.17
	Task 3.3 - North Bend Way (Dalgren to SVT)								\$ 4,244.17	\$ 4,244.17
	Geotechnical Reserve (if needed)									
	Note: Each Task includes 10% Markup									
	Subtotal Task 003								\$ 12,732.50	\$ 12,732.50
<b>004 30% PRELIMINARY DESIGN</b>										
4.1	140th Street									\$ 22,230.00
	Plans	4	12		28	44		88	\$ 17,200.00	
	Specifications		2		8		2	12	\$ 2,290.00	
	Estimate		2		8	4		14	\$ 2,740.00	
4.2	Thrasher Ave NE									\$ 19,370.00
	Plans	4	12		24	32		72	\$ 14,340.00	
	Specifications		2		8		2	12	\$ 2,290.00	
	Estimate		2		8	4		14	\$ 2,740.00	
4.3	North Bend Way (Dalgren to SVT)									\$ 22,570.00
	Plans	4	16		28	40		88	\$ 17,540.00	
	Specifications		2		8		2	12	\$ 2,290.00	
	Estimate		2		8	4		14	\$ 2,740.00	
4.4	North Bend Way (Tanner to 140th)									\$ 1,600.00
	Plans		1		1	4		6	\$ 1,150.00	
	Specifications/Estimate		1		1			2	\$ 450.00	
	Task 004 Total Hours	12	54	0	130	132	6	334		
	Subtotal Task 004	\$ 3,180.00	\$ 14,040.00	\$ -	\$ 24,700.00	\$ 23,100.00	\$ 750.00		\$ 65,770.00	\$ 65,770.00
<b>005 90% DESIGN</b>										
5.1	140th Street									\$ 21,145.00
	Plans	4	16		40	32		92	\$ 18,420.00	
	Specifications		1		4		1	6	\$ 1,145.00	
	Estimate		1	1	4	2		8	\$ 1,580.00	
5.2	Thrasher Ave NE									\$ 15,345.00
	Plans	4	12		28	20		64	\$ 13,000.00	
	Specifications		1		4		1	6	\$ 1,145.00	
	Estimate		1	1	2	2		6	\$ 1,200.00	
5.3	North Bend Way (Dalgren to SVT)									\$ 21,315.00
	Plans	4	20		40	28		92	\$ 18,760.00	
	Specifications		1		4		1	6	\$ 1,145.00	
	Estimate		1	2	2	2		7	\$ 1,410.00	
5.4	North Bend Way (Tanner to 140th)									\$ 1,375.00
	Plans		1		1	1		3	\$ 625.00	
	Specifications/Estimate		1		1	1	1	4	\$ 750.00	
	Task 005 Total Hours	12	56	4	130	88	4	294		
	Subtotal Task 005	\$ 3,180.00	\$ 14,560.00	\$ 840.00	\$ 24,700.00	\$ 15,400.00	\$ 500.00		\$ 59,180.00	\$ 59,180.00

**CONSULTANT FEES** Council Packet September 3, 2024  
**City of North Bend's 2025 Sidewalk Gaps Project**

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer III	Office Administrator	Total Hours	Subtotals	Totals
	Hourly Rate	\$ 265.00	\$ 260.00	\$ 210.00	\$ 190.00	\$ 175.00	\$ 125.00			

<b>006 FINAL DESIGN</b>										
6.1	140th Street									\$ 12,395.00
	Plans	2	10		18	20				\$ 10,050.00
	Specifications		1		4		1	6		\$ 1,145.00
	Estimate		1	1	2	2		6		\$ 1,200.00
6.2	Thrasher Ave NE									\$ 10,035.00
	Plans	2	8		12	16		38		\$ 7,690.00
	Specifications		1		4		1	6		\$ 1,145.00
	Estimate		1	1	2	2		6		\$ 1,200.00
6.3	North Bend Way (Dalgren to SVT)									\$ 12,605.00
	Plans	2	10		18	20		50		\$ 10,050.00
	Specifications		1		4		1	6		\$ 1,145.00
	Estimate		1	2	2	2		7		\$ 1,410.00
6.4	North Bend Way (Tanner to 140th)									\$ 855.00
	Plans				1	1		2		\$ 365.00
	Specifications/Estimate				1	1	1	3		\$ 490.00
	Task 006 Total Hours	6	34	4	68	64	4	180		
	Subtotal Task 006	\$ 1,590.00	\$ 8,840.00	\$ 840.00	\$ 12,920.00	\$ 11,200.00	\$ 500.00		\$ 35,890.00	\$ 35,890.00

<b>007 MANAGEMENT RESERVE</b>										
	5% of Tasks 1-6									\$ 12,700.00
										\$ 12,700.00
	Subtotal Task 007									

<b>Expenses</b>										
	Total Estimated Expenses									\$ 277.50
	PH TOTAL HOURS	38	196	8	352	284	26	904		
	TOTAL ALL TASKS	\$ 10,070.00	\$ 50,960.00	\$ 1,680.00	\$ 66,880.00	\$ 49,700.00	\$ 3,250.00		\$ 182,540.00	\$ 266,000.00

## SCOPE OF WORK

**Project Name:** 5<sup>th</sup>, 6<sup>th</sup>, & Main Project  
**Client:** City of North Bend  
**Date:** August 20, 2024

### Introduction

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PH Consulting (“PH”) will provide professional engineering services for the design of roadway reconstruction, sidewalk gaps, water system modifications, storm drainage collection and conveyance modifications, and safety improvements for the following project areas:

1. **Main Ave N from E 4<sup>th</sup> St to E 6<sup>th</sup> St**
2. **E 5<sup>th</sup> St from Ballarat Ave N to Main Ave N (and the unopened ROW continuing to Pierce Lane)**
3. **E 6<sup>th</sup> St from Ballarat Ave N to Main Ave N / W 6<sup>th</sup> St from Main Ave N to Pierce Lane**
4. **Pierce Lane from W 6<sup>th</sup> St to the unopened ROW at 5<sup>th</sup> St**

PH team’s design phase will include topographic survey and base mapping, geotechnical investigations, cultural resources assessment (if needed), coordination with the City, and preparation of plans, specifications, and estimates (“PS&E”). Supplemental services, including bidding and construction support may be added after the design phase is complete.

Fees are provided for the project area as a whole and are not broken out by street.

### Project Site Descriptions

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The project location and PH’s understanding of the scope of work is as follows:

1. **Main Ave N from E 4<sup>th</sup> St to E 6<sup>th</sup> St**
  - This street’s improvements will include pavement widening, sidewalk, curb & gutter, storm drainage collection, and water main replacement.
    - Pavement improvements include widening to the east for a total pavement width of  $\pm 26'$ .
    - The existing pavement will be overlaid, and no improvements will be made on the west side of the existing or proposed pavement edge.
    - Curb, gutter, and sidewalk will be added on the east/southeast side of Main Ave N. Planter strips are not anticipated unless it is determined there is room and/or are necessary for infiltration.

- The existing ADA ramp on the east/northeast side of the Main Ave N/4<sup>th</sup> St will be replaced and connected to the proposed sidewalk extending north on Main Ave N.
- The existing ADA ramp on the west/northwest side of the Main Ave N/4<sup>th</sup> St will remain unless needing to be replaced for pavement widening.
- Storm drainage will be collected and conveyed to: an existing drainage channel along the Snoqualmie Valley Trail (“SVT”), a new ditch or piped system along the SVT, an existing system in 4<sup>th</sup> St (if available/possible), or an infiltration method if determined feasible.
- Water main replacement will include 8” DIP connecting to an existing 16” DIP in 4<sup>th</sup> St on the south end up to 6<sup>th</sup> St. This will include fire hydrants and water service replacement up to the meter.
- Main Ave N construction will also include lowering the crossing of the SVT approximately 1' with associated trail grading and non-engineered walls along Main Ave N.
- Main Ave N reconstruction is not anticipated to include undergrounding of existing overhead power/comm lines; Illumination is not included.
- It is anticipated the City will provide all property owner coordination and rights of entry.

## 2. E 5<sup>th</sup> St from Ballarat Ave N to Pierce Lane

- This street's improvements will include pavement widening, sidewalk, curb & gutter, storm drainage collection, and water main replacement.
  - Pavement improvements include widening to ±26' and roadway re-grading.
  - Curb, gutter, and sidewalk will be added on the north/northeast side of E 5<sup>th</sup> St. Planter strips are not anticipated unless it is determined there is room and/or are necessary for infiltration.
  - The existing ADA ramps on the west/northwest side of the E 5<sup>th</sup> St/Ballarat Ave N intersection will be replaced.
  - Storm drainage will be collected and conveyed to: a proposed drainage system along Main Ave N, an existing drainage system in Ballarat Ave N (if available/possible), or an infiltration method if determined feasible.
  - Water main replacement will include 8” DIP connecting to an existing 12” DIP in Ballarat Ave N to the east, northwest across Main Ave N, and connecting through to Pierce Lane. This will include fire hydrants and water service replacement up to the meter.
- E 5<sup>th</sup> St construction will also include re-grading the roadway to lower it approximately 6" with a cross-slope to the new gutter on the north/northeast side of the road.
- No work is anticipated on the alley between E 5<sup>th</sup> St and E 6<sup>th</sup> St beyond driveway aprons and grading at the ends to prevent drainage ponding.
- E 5<sup>th</sup> St reconstruction is not anticipated to include undergrounding of existing overhead power/comm lines; Illumination is not included.
- It is anticipated the City will provide all property owner coordination and rights of entry.
- Tree removal on the corner of Main Ave N and E 5<sup>th</sup> St per Arborist Report prepared by “Urban Forestry Services | Bartlett Consulting” dated June 5, 2024.

### 3. E 6<sup>th</sup> St/W 6<sup>th</sup> St from Ballarat Ave N to Pierce Lane

- This street's improvements will include pavement widening, sidewalk, curb & gutter, storm drainage collection, and water main replacement.
  - Pavement improvements include widening to ±26' plus overlay and re-grading to remove drainage issues at W 6<sup>th</sup> St & Pierce Lane as well as at the alley approach.
  - Curb, gutter, and sidewalk will be added on the south/southwest side of E 6<sup>th</sup> St (Main Ave N to Ballarat Ave N). Planter strips are not anticipated unless it is determined there is room within the ROW and infiltration is determined to be feasible.
  - The existing ADA ramps on the west/northwest side of the E 6<sup>th</sup> St/Ballarat Ave N intersection will be replaced.
  - Storm drainage will be collected and conveyed to: a proposed drainage system along Main Ave N, an existing drainage existing system in Ballarat Ave N (if available/possible), or an infiltration method if determined feasible.
  - Water main replacement will include 8" DIP connecting to an existing 12" DIP in Ballarat Ave N to the east, northwest across Main Ave N, to Pierce Lane. This will include fire hydrants and water service replacement up to the meter.
- E 6<sup>th</sup> St reconstruction may require undergrounding of existing overhead power/comm lines on the south/southwest side of the street; Illumination is not included.
- It is anticipated the City will provide all property owner coordination and rights of entry.

### 4. Pierce Lane

- This street's improvements will include only water main replacement and completion of a looped system through the 5<sup>th</sup> St unopened ROW out to Main Ave N (if determined feasible).
  - Water main replacement will include 8" DIP connecting to the proposed 8" DIP in both W 6<sup>th</sup> St and in the 5<sup>th</sup> St unopened ROW. This will include fire hydrants and water service replacement up to the meter.
  - No pavement overlay or gravel repairs are anticipated beyond trench patching.
- It is anticipated the City will provide all property owner coordination and rights of entry.

## Task Summary

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Task 001	Project Management
Task 002	Survey & Base Mapping
Task 003	Geotechnical Services
Task 004	Cultural Resources Assessment (If Needed)
Task 005	30% Preliminary Design
Task 006	60% Design
Task 007	90% Design
Task 008	Final Design
Task 009	Management Reserve
Expenses	

## Preliminary Project Schedule

---

Our Team shall begin work immediately upon receipt of Notice-to-Proceed and progress according to the attached Project Schedule. Key dates include:

Notice to Proceed ("NTP") .....	September 2024
Survey .....	September 2024
Geotechnical Explorations .....	September 2024
Cultural Resources Assessment .....	September 2024
30% Preliminary Design Submittal .....	October 2024
Project Walk-Through .....	November 2024
60% Design Submittal .....	January 2025
90% Design Submittal .....	March 2025
Final Design Submittal .....	April 2025
Bidding & Award .....	May/June 2025

A detailed project schedule will be provided after Notice-to-Proceed.

## Scope of Work

---

PH's scope of work for the project is outlined as follows.

## Task 001 Project Management

---

This task is for general project coordination, project monitoring, reporting, monthly invoicing, and meetings on the project, including plan review/discussion meetings, and in-house quality assurance. This task also includes coordination with and management of subconsultants.

### ASSUMPTIONS & EXCLUSIONS

- Community Outreach/Engagement is not anticipated for this project and is excluded from the scope.

## Task 002 Survey & Base Mapping

---

This task will be exclusively for Atwell and any PH coordination time is included in Task 001 above. Atwell's scope is included as Exhibit C attached to this proposal.

## Task 003 Geotechnical Services

---

This task will be exclusively for Associated Earth Sciences, Inc (AESI) and any PH coordination time is included in Task 001 above. AESI's scope is included as Exhibit D attached to this proposal.

## Task 004 Cultural Resources Assessment (If Needed)

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This task will be exclusively for Equinox Research and Consulting International Inc. ("ERCI") and any PH coordination time is included in Task 001 above. ERCI's scope is included as Exhibit E attached to this proposal.

## Task 005 30% Preliminary Design

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Following the Kick-off meeting, the Consultant shall provide a 30% Preliminary Design to include a layout of all project elements included in the plan set. The 30% Preliminary package will include roadway improvement and sidewalk locations, proposed storm drainage and water main utilities, and other elements of the work specifically required for the intersection improvements.

#### ASSUMPTIONS & EXCLUSIONS

- The 30% Preliminary plans will include a cover sheet, general notes and legend, a Temporary Erosion & Sediment Control (TESC) plan sheet with City standard notes and details, demo sheets, roadway, storm drainage, and water main replacement plan sheets for the proposed improvements, typical cross-sections at 25' intervals, and City standard details as necessary.
- The 30% Preliminary Design submittal will include a 30% cost estimate but will not include Specifications at this stage for this project.
- Plans will be prepared using City of North Bend AutoCAD Civil 3D standards.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review.

#### DELIVERABLES

- The 30% Preliminary plans will be provided electronically as PDFs.
- The 30% Preliminary estimate will be provided electronically as PDF and in MS Excel.

## Task 006 60% Design

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After City review of the 30% Preliminary Design and the Project Walk-Through, the City and the PH team will meet to discuss the City's review comments, and PH will then proceed with towards 60% Design. The 60% design will include complete design, contract bid documents, specifications, and estimates, with relevant design details incorporated into the plans and specifications.

#### ASSUMPTIONS & EXCLUSIONS

- Prior to the 60% Design stage, the City will provide the most current version of the front-end contract documents in Word format to PH.
- Specifications will be prepared per WSDOT 2024 Specifications Manual with relevant WSDOT, APWA, Local, and project specific GSP's incorporated as needed.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review at each design stage.

#### DELIVERABLES

- 60% Design plans will be provided electronically as PDFs.
- 60% Design specifications will be provided electronically as PDF and in MS Word.
- 60% Design estimates will be provided electronically as PDF and in MS Excel.

## Task 007 90% Design

---

After City review of the 60% Preliminary Design, the City and the PH team will meet to discuss the City's review comments, and PH will then proceed with towards 90% Design. The 90% design will include complete design, contract bid documents, specifications, and estimates, with relevant design details incorporated into the plans and specifications.

### ASSUMPTIONS & EXCLUSIONS

- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review at each design stage.

### DELIVERABLES

- 90% Design plans will be provided electronically as PDFs.
- 90% Design specifications will be provided electronically as PDF and in MS Word.
- 90% Design estimates will be provided electronically as PDF and in MS Excel.

## Task 008 Final Design

---

After City review of the 90% Design, the City and the PH team will meet to discuss the City's review comments, and PH will then proceed with towards Final Design. The Final Design package submittal will include complete, bid-ready contract documents, and it is anticipated that the City will provide only minor review comments at this stage.

### DELIVERABLES

- Final Design plans will be provided electronically as PDFs.
- Final Design specifications will be provided electronically as PDF and in MS Word.
- Final Design estimates will be provided electronically as PDF and in MS Excel.

## Task 009 Management Reserve

---

This task provides for unanticipated services deemed to be necessary during the Project that are not specifically identified in the scope of work tasks defined above. Funds in this task are not to be used unless explicitly authorized by the City. Fee estimate is based on ±5% of authorized Tasks.

## Expenses

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This task provides for reimbursement associated with mileage, meetings, plots, and site visits throughout the course of the project.

## General Assumptions and Notes

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- Scope and fees outlined above are based on the following:
  - a. Emails and exhibits from the City in June/July 2024.
  - b. Site visit with the City in June 2024.
- The following items are not included in this scope of work:
  - a. Environmental permitting.
  - b. Structural engineering plans.
  - c. ROW services.
  - d. Storm drainage detention or water quality design or analysis.

- e. Dry utility, gas, or lighting design or agency coordination.
- f. Sanitary sewer system design or agency coordination.
- The City will provide available information, including City utility as-builts and GIS information, capital project design plans, and adjacent development project as-builts.
- PH will not pay any agency or easement fees on behalf of the City.
- Fees incurred due to reimbursable expenses such as large format copies (larger than legal size), mileage, and plots will be billed the **Expenses** task.
- Time and expense items are based on our Team's current hourly rates.
- PH reserves the right to move funds between approved Tasks as necessary based on approved scope of work provided the overall budget of Tasks is not exceeded. The City's Project Manager will be notified if funds are shifted.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.

**CONSULTANT FEES** Council Packet September 3, 2024  
**City of North Bend's 5th, 6th, Main Project**

PH Consulting Staff Category	Hours	Rate	Cost
Principal	40	\$ 265.00	\$ 10,600.00
Senior Project Manager	144	\$ 260.00	\$ 37,440.00
Senior Traffic Engineer	6	\$ 210.00	\$ 1,260.00
Project Engineer	330	\$ 190.00	\$ 62,700.00
CAD Designer III	250	\$ 175.00	\$ 43,750.00
Office Administrator	18	\$ 125.00	\$ 2,250.00
Total Hours	788		\$ 158,000.00

**Direct Fees** \$ **158,000.00**

**Subconsultants**

ATWELL (Survey & Base Mapping)	\$ 24,200.00
AESI (Geotechnical)	\$ 10,752.50
ERCI (Cultural Resources)	\$ 17,457.00

**Sub-Total Subconsultants (Including 10% Mark-up)** \$ **52,409.50**

**Management Reserve (~5% of Direct Fees & Subconsultants)** \$ **10,600.00**

**Subtotal \$ 221,009.50**

Direct Expenses	Unit	Cost	Total
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Utility Locator	1	\$ -	\$ -
Title Reports	1	\$ -	\$ -
2023 Mileage Rates	1	\$ 0.67	\$ 290.50

**Sub-Total Direct Expenses** \$ **290.50**

**Total Fee** \$ **221,300.00**

**CONSULTANT FEES** Council Packet September 3, 2024  
**City of North Bend's 5th, 6th, Main Project**

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer III	Office Administrator	Total Hours	Subtotals	Totals
	Hourly Rate	\$ 265.00	\$ 260.00	\$ 210.00	\$ 190.00	\$ 175.00	\$ 125.00			
<b>001 PROJECT MANAGEMENT</b>										
	Project Coordination	12	32		8		2	54		\$ 13,270.00
	Project Monitoring & Invoicing		4				6	10		\$ 1,790.00
	Project Team Meetings		4		4			8		\$ 1,800.00
	Project Walk-Through after 30% Design		4		4			8		\$ 1,800.00
	Subconsultant Management		4		2		2	8		\$ 1,670.00
	Task 001 Total Hours	12	48	0	18	0	10	88		
	Subtotal Task 001	\$ 3,180.00	\$ 12,480.00	\$ -	\$ 3,420.00	\$ -	\$ 1,250.00		\$ 20,330.00	\$ 20,330.00
<b>002 SURVEY &amp; BASE MAPPING (ATWELL)</b>										
	5th, 6th, & Main								\$ 24,200.00	\$ 24,200.00
	Note: This Task includes 10% Markup									
	Subtotal Task 002								\$ 24,200.00	\$ 24,200.00
<b>003 GEOTECHNICAL SERVICES (AESI)</b>										
	5th, 6th, & Main								\$ 10,752.50	\$ 10,752.50
	Note: This Task includes 10% Markup									
	Subtotal Task 003								\$ 10,752.50	\$ 10,752.50
<b>004 CULTURAL RESOURCES ASSESSMENT (ERCI) (IF NEEDED)</b>										
	5th, 6th, & Main								\$ 14,157.00	\$ 14,157.00
	ERCI Reserve								\$ 3,300.00	\$ 3,300.00
	Note: This Task includes 10% Markup									
	Subtotal Task 004								\$ 17,457.00	\$ 17,457.00
<b>005 30% PRELIMINARY DESIGN</b>										
	5th, 6th, & Main								\$ 46,980.00	
	Plans	12	36		64	96		208	\$ 41,500.00	
	Estimate		4		16	8		28	\$ 5,480.00	
	Task 005 Total Hours	12	40	0	80	104	0	236		
	Subtotal Task 005	\$ 3,180.00	\$ 10,400.00	\$ -	\$ 15,200.00	\$ 18,200.00	\$ -		\$ 46,980.00	\$ 46,980.00
<b>006 60% DESIGN</b>										
	5th, 6th, & Main								\$ 39,990.00	
	Plans	8	24		80	56		168	\$ 33,360.00	
	Specifications		4		16		4	24	\$ 4,580.00	
	Estimate		2	2	4	2		10	\$ 2,050.00	
	Task 006 Total Hours	8	30	2	100	58	4	202		
	Subtotal Task 006	\$ 2,120.00	\$ 7,800.00	\$ 420.00	\$ 19,000.00	\$ 10,150.00	\$ 500.00		\$ 39,990.00	\$ 39,990.00
<b>007 90% DESIGN</b>										
	5th, 6th, & Main								\$ 27,660.00	
	Plans	4	8		60	48		120	\$ 22,940.00	
	Specifications		2		12		2	16	\$ 3,050.00	
	Estimate		2	2	2	2		8	\$ 1,670.00	
	Task 007 Total Hours	4	12	2	74	50	2	144		
	Subtotal Task 007	\$ 1,060.00	\$ 3,120.00	\$ 420.00	\$ 14,060.00	\$ 8,750.00	\$ 250.00		\$ 27,660.00	\$ 27,660.00
<b>008 FINAL DESIGN</b>										
	5th, 6th, & Main								\$ 23,040.00	
	Plans	4	8		48	36		96	\$ 18,560.00	
	Specifications		4		8		2	14	\$ 2,810.00	
	Estimate		2	2	2	2		8	\$ 1,670.00	
	Task 008 Total Hours	4	14	2	58	38	2	118		
	Subtotal Task 008	\$ 1,060.00	\$ 3,640.00	\$ 420.00	\$ 11,020.00	\$ 6,650.00	\$ 250.00		\$ 23,040.00	\$ 23,040.00
<b>009 MANAGEMENT RESERVE</b>										
	5% of Tasks 1-8								\$ 10,600.00	
	Subtotal Task 009									\$ 10,600.00
<b>Expenses</b>										
	Total Estimated Expenses									\$ 290.50
	PH TOTAL HOURS	40	144	6	330	250	18	788		
	<b>TOTAL ALL TASKS</b>	<b>\$ 10,600.00</b>	<b>\$ 37,440.00</b>	<b>\$ 1,260.00</b>	<b>\$ 62,700.00</b>	<b>\$ 43,750.00</b>	<b>\$ 2,250.00</b>		<b>\$ 158,000.00</b>	<b>\$ 221,300.00</b>

# SCOPE OF WORK

**Project Name:** Stilson Sidewalk Gap  
**Client:** City of North Bend  
**Date:** August 20, 2024

## Introduction

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PH Consulting (“PH”) will provide professional engineering services for the design of sidewalk/trail and associated drainage, striping, and safety improvements along the west side of Stilson Ave SE from North Bend Way to Cedar Falls Way.

The PH team’s design phase will include topographic survey and base mapping, geotechnical investigations, coordination with the City, and preparation of plans, specifications, and estimates (“PS&E”). Supplemental services, including bidding and construction support may be added after the design phase is complete.

## Project Site Description

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The project location and PH’s understanding of the scope of work is as follows:

### 1. Project F: West side of Stilson Ave SE from North Bend Way to Cedar Falls Way

- This proposed sidewalk/trail section will have an approximate project length is 850’.
- The proposed sidewalk/trail will be separated from the roadway pavement with a planter strip/swale area.
- The northern end of the improvements will tie into the proposed roundabout at the North Bend Way/Mt Si Road/Stilson Ave SE intersection (currently being designed by KPFF) or the proposed Tanner Trail Extension (currently being designed by RH2).
  - PH will coordinate the design with the design teams for these two projects.
  - If constructed first, it is anticipated that this proposed Stilson sidewalk will terminate south of these two projects (before the large power pole on the SW corner of the intersection) if constructed first.
- The southern end of the improvements will be at Cedar Falls Way, with the termination to be determined.
  - It is anticipated the improvements will tie into the recent “Stilson Ave SE Sidewalk Improvement Project” that added sidewalk up to Cedar Falls Way on the east side of Stilson Ave SE on the east side of the street, with a Rectangular Rapid Flashing Beacon (“RRFB”) crossing constructed east of the intersection.

- An RRFB is not proposed for the west side of the intersection and not included in this proposal.
- It is anticipated that storm drainage runoff will be collected into a swale between the trail and existing pavement and storm drainage conveyance is not included.
- No utility work, illumination, or pavement improvements on Stilson Ave SE are proposed.

## Task Summary

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Task 001	Project Management
Task 002	Survey & Base Mapping
Task 003	Geotechnical Services
Task 004	30% Preliminary Design
Task 005	90% Design
Task 006	Final Design
Task 007	Management Reserve Expenses

## Preliminary Project Schedule

---

Our Team shall begin work immediately upon receipt of Notice-to-Proceed and progress according to the attached Project Schedule. Key dates include:

Notice to Proceed ("NTP") .....	September 2024
Survey .....	September 2024
Geotechnical Explorations .....	September 2024
30% Preliminary Design Submittal .....	November 2024
Project Walk-Through .....	December 2024
90% Design Submittal .....	February 2025
Final Design Submittal .....	March 2025
Bidding & Award .....	March/April 2025

A detailed project schedule will be provided after Notice-to-Proceed.

## Scope of Work

---

PH's scope of work for the project is outlined as follows.

### Task 001 Project Management

---

This task is for general project coordination, project monitoring, reporting, monthly invoicing, and meetings on the project, including plan review/discussion meetings, and in-house quality assurance. This task also includes coordination with and management of subconsultants.

#### ASSUMPTIONS & EXCLUSIONS

- Community Outreach/Engagement is not anticipated for this project and is excluded from the scope.

### Task 002 Survey & Base Mapping

---

This task will be exclusively for Atwell and any PH coordination time is included in Task 001 above. Atwell's scope is included as Exhibit C attached to this proposal.

### Task 003 Geotechnical Services

---

This task will be exclusively for Associated Earth Sciences, Inc (AESI) and any PH coordination time is included in Task 001 above. AESI's scope is included as Exhibit D attached to this proposal.

### Task 004 30% Preliminary Design

---

Following the Kick-off meeting, the Consultant shall provide a 30% Preliminary Design to include a layout of all project elements included in the plan set. The 30% Preliminary package will include sidewalk/trail locations, roadway improvements, and other elements of the work specifically required for the intersection improvements.

#### ASSUMPTIONS & EXCLUSIONS

- The 30% Preliminary plans will include a cover sheet, general notes and legend, a Temporary Erosion & Sediment Control (TESC) plan sheet with City standard notes and details, sidewalk/trail and storm drainage plan sheets for the proposed improvements, sidewalk/trail cross-sections, and City standard details as necessary.
- Prior to the 90% Design stage, the City will provide the most current version of the front-end contract documents in Word format to PH.
- Specifications will be prepared per WSDOT 2024 Specifications Manual with relevant WSDOT, APWA, Local, and project specific GSP's incorporated as needed.
- The 30% Preliminary Design submittal will also include a 30% cost estimate.
- Plans will be prepared using City of North Bend AutoCAD Civil 3D standards.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review.

#### DELIVERABLES

- The 30% Preliminary plans will be provided electronically as PDFs.
- The 30% Design specifications will be provided electronically as PDF and in MS Word.
- The 30% Preliminary estimate will be provided electronically as PDF and in MS Excel.

## Task 005 90% Design

---

After City review of the 30% Preliminary Design, the City and the PH team will meet to discuss the City's review comments, and PH will then proceed with towards 90% Design. The 90% design will include complete design, contract bid documents, specifications, and estimates, with relevant design details incorporated into the plans and specifications.

#### ASSUMPTIONS & EXCLUSIONS

- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review at each design stage.

#### DELIVERABLES

- 90% Design plans will be provided electronically as PDFs.
- 90% Design specifications will be provided electronically as PDF and in MS Word.
- 90% Design estimates will be provided electronically as PDF and in MS Excel.

## Task 006 Final Design

---

After City review of the 90% Design, the City and the PH team will meet to discuss the City's review comments, and PH will then proceed with towards Final Design. The Final Design package submittal will include complete, bid-ready contract documents, and it is anticipated that the City will provide only minor review comments at this stage.

### DELIVERABLES

- Final Design plans will be provided electronically as PDFs.
- Final Design specifications will be provided electronically as PDF and in MS Word.
- Final Design estimates will be provided electronically as PDF and in MS Excel.

## Task 007 Management Reserve

---

This task provides for unanticipated services deemed to be necessary during the Project that are not specifically identified in the scope of work tasks defined above. Funds in this task are not to be used unless explicitly authorized by the City. Fee estimate is based on ±5% of authorized Tasks.

## Expenses

---

This task provides for reimbursement associated with mileage, meetings, plots, and site visits throughout the course of the project.

## General Assumptions and Notes

---

- Scope and fees outlined above are based on the following:
  - a. Emails and exhibits from the City in June/July 2024.
  - b. Site visit with the City in June 2024.
- The following items are not included in this this scope of work:
  - a. Environmental permitting.
  - b. Structural engineering plans.
  - c. ROW services.
  - d. Storm drainage detention or water quality design or analysis.
  - e. Dry utility, gas, or lighting design or agency coordination.

f. Sanitary sewer or water system design or agency coordination.

- The City will provide available information, including City utility as-builts and GIS information, capital project design plans, and adjacent development project as-builts.
- PH will not pay any agency or easement fees on behalf of the City.
- Fees incurred due to reimbursable expenses such as large format copies (larger than legal size), mileage, and plots will be billed the **Expenses** task.
- Time and expense items are based on our Team's current hourly rates.
- PH reserves the right to move funds between approved Tasks as necessary based on approved scope of work provided the overall budget of Tasks is not exceeded. The City's Project Manager will be notified if funds are shifted.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.

## City of North Bend's Stilson Sidewalk Gap

PH Consulting Staff Category	Hours	Rate	Cost
Principal	32	\$ 265.00	\$ 8,480.00
Senior Project Manager	60	\$ 260.00	\$ 15,600.00
Senior Traffic Engineer	2	\$ 210.00	\$ 420.00
Project Engineer	126	\$ 190.00	\$ 23,940.00
CAD Designer III	80	\$ 175.00	\$ 14,000.00
Office Administrator	13	\$ 125.00	\$ 1,625.00
<b>Total Hours</b>	<b>313</b>		<b>\$ 64,065.00</b>

**Direct Fees** \$ **64,065.00**

**Subconsultants**

ATWELL (Survey & Base Mapping)	\$ 10,450.00
AESI (Geotechnical)	\$ 8,195.00

**Sub-Total Subconsultants (Including 10% Mark-up)** \$ **18,645.00**

**Management Reserve (~5% of Direct Fees & Subconsultants)** \$ **4,200.00**

**Subtotal** **\$ 86,910.00**

**Direct Expenses**

	Unit	Cost	Total
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Utility Locator	1	\$ -	\$ -
Title Reports	1	\$ -	\$ -
2023 Mileage Rates	1	\$ 0.67	\$ 190.00

**Sub-Total Direct Expenses** **\$ 190.00**

**Total Fee** **\$ 87,100.00**

**CONSULTANT FEES** Council Packet September 3, 2024  
**City of North Bend's Stilson Sidewalk Gap**

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer III	Office Administrator	Total Hours	Subtotals	Totals
	Hourly Rate	\$ 265.00	\$ 260.00	\$ 210.00	\$ 190.00	\$ 175.00	\$ 125.00			
<b>001 PROJECT MANAGEMENT</b>										
	Project Coordination	4	12		4		2	22		\$ 5,190.00
	Project Monitoring & Invoicing		2				2	4		\$ 770.00
	Project Team Meetings		2		2			4		\$ 900.00
	Project Walk-Through after 30% Design		4		4			8		\$ 1,800.00
	Subconsultant Management		2				2	4		\$ 770.00
	Task 001 Total Hours	4	22	0	10	0	6	42		
	Subtotal Task 001	\$ 1,060.00	\$ 5,720.00	\$ -	\$ 1,900.00	\$ -	\$ 750.00		\$ 9,430.00	\$ 9,430.00
<b>002 SURVEY &amp; BASE MAPPING (ATWELL)</b>										
	Task 2.1 - Stilson Sidewalk Gap								\$ 10,450.00	\$ 10,450.00
	Note: This Task includes 10% Markup									
	Subtotal Task 002								\$ 10,450.00	\$ 10,450.00
<b>003 GEOTECHNICAL SERVICES (AESI)</b>										
	Task 3.1 - Stilson Sidewalk Gap								\$ 8,195.00	\$ 8,195.00
	Note: This Task includes 10% Markup									
	Subtotal Task 003								\$ 8,195.00	\$ 8,195.00
<b>004 30% PRELIMINARY DESIGN</b>										
	Stilson Sidewalk Gap									\$ 28,280.00
	Plans	12	12		24	32		80	\$ 16,460.00	
	Specifications		2		12		4	18	\$ 3,300.00	
	Estimate		2		8	4		14	\$ 2,740.00	
	Alternatives at Intersection	4	4		12	8		28	\$ 5,780.00	
	Task 004 Total Hours	16	20	0	56	44	4	140		
	Subtotal Task 004	\$ 4,240.00	\$ 5,200.00	\$ -	\$ 10,640.00	\$ 7,700.00	\$ 500.00		\$ 28,280.00	\$ 28,280.00
<b>005 90% DESIGN</b>										
	Stilson Sidewalk Gap									\$ 16,505.00
	Plans	8	8		32	20		68	\$ 13,780.00	
	Specifications		1		6		1	8	\$ 1,525.00	
	Estimate		1	1	2	2		6	\$ 1,200.00	
	Task 005 Total Hours	8	10	1	40	22	1	82		
	Subtotal Task 005	\$ 2,120.00	\$ 2,600.00	\$ 210.00	\$ 7,600.00	\$ 3,850.00	\$ 125.00		\$ 16,505.00	\$ 16,505.00
<b>006 FINAL DESIGN</b>										
	Stilson Sidewalk Gap									\$ 9,850.00
	Plans	4	6		12	12		34	\$ 7,000.00	
	Specifications		1		6		2	9	\$ 1,650.00	
	Estimate		1	1	2	2		6	\$ 1,200.00	
	Task 006 Total Hours	4	8	1	20	14	2	49		
	Subtotal Task 006	\$ 1,060.00	\$ 2,080.00	\$ 210.00	\$ 3,800.00	\$ 2,450.00	\$ 250.00		\$ 9,850.00	\$ 9,850.00
<b>007 MANAGEMENT RESERVE</b>										
	5% of Tasks 1-6									\$ 4,200.00
	Subtotal Task 007									\$ 4,200.00
<b>Expenses</b>										
	Total Estimated Expenses									\$ 190.00
	PH TOTAL HOURS	32	60	2	126	80	13	313		
	TOTAL ALL TASKS	\$ 8,480.00	\$ 15,600.00	\$ 420.00	\$ 23,940.00	\$ 14,000.00	\$ 1,625.00		\$ 64,065.00	\$ 87,100.00