



CITY COUNCIL MEETING*

February 18, 2025 – Agenda

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

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

CONSENT AGENDA:

		Pg.#
1) Minutes	City Council Workstudy of January 28, 2025	1
2) Payroll	February 5, 2025 – 76747 through 76752 , in the amount of \$418,826.16	
3) Checks	February 18, 2025 – 76753 through 76817 , in the amount of \$963,795.00	

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

4) Proclamation	Twin Peaks Day	Mayor Miller	3
------------------------	----------------	--------------	----------

COMMISSION AND COMMITTEE REPORTS:

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

INTRODUCTIONS:

5) AB25-013	Resolution – Accepting TIB Grant for NB Way Complete Streets Phase 1 Project	Mr. Rigos	5
6) AB25-014	Resolution – Accepting TIB Grant for South Fork Ave. Extension & Starfish Roundabout Projects	Mr. Rigos	23

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. All written comments must be received by 5 p.m. on the day of the scheduled meeting. If an individual requires an accommodation because of a difficulty attending the public meeting, the City requests notice of the need for accommodation by 5 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote public comments by contacting the City Clerk by phone (425) 888-7627 or by e-mail to soppedal@northbendwa.gov. No other remote public comment will be permitted.

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

Zoom Meeting Information:

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

Meeting ID: 409 007 2718

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

DRAFT

CITY OF NORTH BEND
CITY COUNCIL WORKSTUDY NOTES
January 28, 2025
City Hall, 920 SE Cedar Falls Way, North Bend, WA

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

Councilmembers Brenden Elwood, Alan Gothelf, Mark Joselyn, Heather Koellen, Christina Rustik, Suzan Torguson and Errol Tremolada.

Staff Present: Mayor Mary Miller, Interim City Administrator Bob Larson, Deputy City Administrator/Public Works Director Mark Rigos, Community & Economic Development Director James Henderson, Finance Director Martin Chaw, Administrative Services Director Lisa Escobar, Communications Manager Bre Keveren, Human Resource Manager and Emergency Management Coordinator Erin DeBerg, IT Manager Phillip Davenport and Deputy City Clerk Jennifer Bourlin.

Guests Present: Eric O'Brien & Sunita Hall, King County Office of Emergency Management

Regional Committee Appointments

Mayor Miller discussed the continued need for liaisons on regional committees and City Commissions. After discussion, the following regional committee liaisons were established:

External Appointed Committees	2025 LIAISON
Affordable Housing – SCA	Councilmember Rustik
AWC Risk Management Service Agency	Councilmember Torguson
Flood Control District Advisory Committee - KC	Mayor Miller (Alternate – CM Joselyn)
PSRC Executive Board (Alternate)	Mayor Miller
Public Issues Committee – SCA	Councilmember Tremolada (Alternate – CM Joselyn)
Regional Law, Safety, and Justice Committee	Councilmember Torguson
Internal Committees	2025 LIAISON
City Economic Development Commission	Councilmember Torguson
City Parks Commission	Councilmember Elwood
City Planning Commission	Councilmember Joselyn
Eastside Fire & Rescue	CM Gothelf through July (Alternate – CM Rustik)
Eastside Transportation Partnership	Mayor Miller
K4C (King Co. Cities Climate Collaboration)	Councilmember Joselyn
Meadowbrook Farm	Councilmember Koellen Mike McCarty/staff liaison

DRAFT

Railroad Museum Board	Mayor Miller
Snoqualmie Valley Aquatic Collaborative	CM Tremolada, Alternates CM's Rustik & Koellen
Snoqualmie Valley Governments Association	CM Koellen/Open to All
SVGA Transportation Committee	Councilmember Rustik
Snoqualmie Valley Historical Society	Mayor Miller Alternate CM Torguson
Snoqualmie Valley Mobility Coalition	Jamie Burrell/staff liaison
SnoValley Chamber of Commerce	Councilmember Torguson
Snoqualmie Watershed Forum (WRIA)	Councilmember Elwood Alt's Mayor Miller & CM Gothelf

Emergency Management for Elected Officials

Sunita Hall, Zone 1 Liaison (Zone 1 covers the Northend and Eastside of King County) with King County Office of Emergency Management presented a Public Official Briefing for Understanding Emergency Management. The presentation covered existing information resources and an overview of the critical role that elected officials and senior leaders play in emergency management and the different levels of operations from Local, County, State and Federal agencies. This included a description of Regional Coordination. Eric O'Brien, Training Program Manager with King County Office of Emergency Management continued the presentation and described the Incident Command System (ICS), Emergency Operations Centers (EOC) and continuum of emergency management. Ms. Hall then covered disaster declarations and the differences between Local, County, state and Federal operations during an emergency including issuing proclamations.

Mr. O'Brien described the timeline for Federal assistance to be received and different sources for assistance from the Federal Emergency Management Agency (FEMA) for individuals and public assistance, Small Business Administration, U.S. Department of Health and Human Services, and Washington State Individual Assistance. He clarified that public assistance was for dealing with individual homeowners, whereas public assistance dealt with public entities and jurisdictions.

Mr. O'Brien then explained a scenario walkthrough using a snowstorm as an example. He also discussed what happens during a wildfire incident and compared the difference of immediate action for a wildfire, whereas in a snowstorm the City may receive advanced notice.

Adjournment

The Workstudy closed at 9:02 p.m.

ATTEST:

Mark Joselyn, Mayor Pro Tem

Jennifer Bourlin, Deputy City Clerk



Office of Mayor

PROCLAMATION

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

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

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

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

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

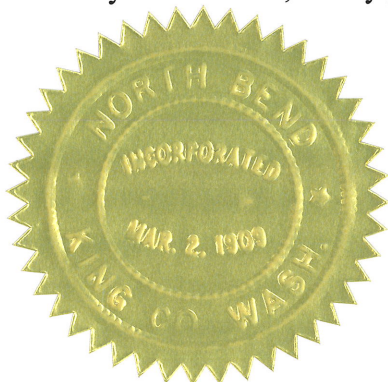
WHEREAS, February 24th is celebrated by Twin Peaks fans world-wide as the day when the character of FBI Special Agent Dale Cooper arrived in the town of Twin Peaks; and

WHEREAS, David Keith Lynch, Director and Eagle Scout born in Missoula, Montana, passed away on January 15, 2025, leaving behind an artistic legacy including: ten motion pictures, three books, seven albums of music, numerous short films, music videos, commercials, paintings and nearly 50 hours of stories set in the world of Twin Peaks;


NOW, THEREFORE, I, Mary Miller, Mayor, do hereby proclaim Monday, February 24, 2025, as

TWIN PEAKS DAY

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



Signed this 18th day of February, 2025



Mary Miller
Mayor



City Council Agenda Bill

SUBJECT:		Agenda Date: February 18, 2025		AB25-013	
Resolution Accepting Transportation Improvement Board (TIB) Grant Funds and Dedication of Matching Funds for the North Bend Way Complete Streets Phase One Capital Project		Department/Committee/Individual			
		Mayor Mary Miller			
		Interim City Administrator – Robert Larson			
		City Attorney – Kendra Rosenberg			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – James Henderson			
		Finance – Martin Chaw			
Cost Impact: \$220,066 NTE (not to exceed)		Public Works – Mark Rigos, P.E.			X
Fund Source: Transportation Benefit District and/or Transportation Impact Fee funds					
Timeline: 2025-2026 Budget					
Attachments: Resolution, Project Map, Project Funding Breakdown, TIB Fuel Tax Grant Agreement, TIB Project Funding Status Form					
SUMMARY STATEMENT:					
<p>In August of 2024, City staff applied for a Complete Streets Grant through the Washington State Transportation Improvement Board (TIB) in the amount of \$1,002,519 in design and construction funds for the North Bend Way Complete Streets Phase One Project located along W. North Bend Way from the Tollgate Park Entrance to the Ribary Creek Bridge. Attached is a project map showing the location and conceptual layout of the project.</p> <p>This Complete Streets grant was awarded by the TIB on November 22, 2024 in the amount of \$1,002,519 with a requirement that the City provide matching funds of \$220,066. These matching funds will be funded through Transportation Impact Fee (TIF) and/or Transportation Benefit District (TBD) funds. Attached is a project funding breakdown including TIF and TBD funds being used for this project and other projects planned for 2025 and 2026. Construction for this project is scheduled for 2026 and staff will select a design consultant after this grant is accepted by Council.</p> <p>This segment of North Bend Way between the Tollgate Park Entrance and the Ribary Creek Bridge is approximately 2,400 feet in length and will include reducing the four-lane cross section on North Bend Way to two lanes of traffic. This project is the first segment of a five segment Complete Streets Program and is included in the 2025-2030 6-Year Transportation Improvement Plan. Once constructed, this first segment of the project will connect the downtown historic district with one of the City’s largest community assets, Tollgate Park.</p> <p>Before the TIB funds can be used, several administrative items need to be completed, which include: (1) acceptance of the grant by Council with the dedication of matching funds, (2) execution of the TIB Fuel Tax Grant Agreement, and (3) execution of the Project Funding Status Form.</p> <p>City staff recommend approval of the TIB grant award and dedication of matching funds for the design and construction of the North Bend Way Complete Streets Phase One Project.</p>					
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.					
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their January 28th, 2025 meeting and recommended approval and placement on the Main Agenda for discussion					

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB25-013, a resolution accepting a Washington State Transportation Improvement Board Grant in the amount of \$1,002,519 and dedication of matching funds for the North Bend Way Complete Streets Phase One Transportation Capital Project.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 18, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING A WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD GRANT IN THE AMOUNT OF \$1,002,519 FROM THE COMPLETE STREETS PROGRAM, AND AUTHORIZING A MATCH OF \$220,066 IN LOCAL FUNDS FOR THE NORTH BEND WAY COMPLETE STREETS PHASE ONE PROJECT

WHEREAS, the City of North Bend (“City”) annually designs and constructs transportation capital projects on City streets; and

WHEREAS, the City applied to and received the Washington State Transportation Improvement Board (“TIB”) grant funding through the Complete Streets Program in the amount of \$1,002,519 in TIB funds for the North Bend Way Complete Streets Phase One (“Project”) which runs from the Tollgate Park entrance to Ribary Creek Bridge along North Bend Way; and

WHEREAS, the Project is included in the City’s 2025-2030 Transportation Improvement Plan (“TIP”); and

WHEREAS, the TIB grant award requires the City to contribute a match amount of \$220,066 in local funds; and

WHEREAS, the \$220,066 match amount will be paid out of the City’s Transportation Benefit District and/or the Transportation Impact Fee budget; and

WHEREAS, the City Council desires to accept the Project grant funds, authorize the City’s required local match amount, and authorize the Mayor to execute and administer all documents necessary to proceed with the acceptance of Project grant funds;

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

Section 1. The City Council accepts the TIB Complete Streets Program grant in the amount of \$1,002,519 for the North Bend Way Complete Streets Phase One Project and authorizes a local match of \$220,066.

Section 2. The City Council authorizes the local match of \$220,066 to be paid out of the City’s Transportation Benefit District and/or the Transportation Impact Fee budget.

Section 3. The Mayor is authorized to enter into any agreements with the TIB necessary to complete acceptance of the grant funds set forth in Section 1 of this Resolution. The Mayor is further authorized to execute and administer the Fuel Tax Grant Agreement and the Project Funding Status Form.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF FEBRUARY, 2025.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

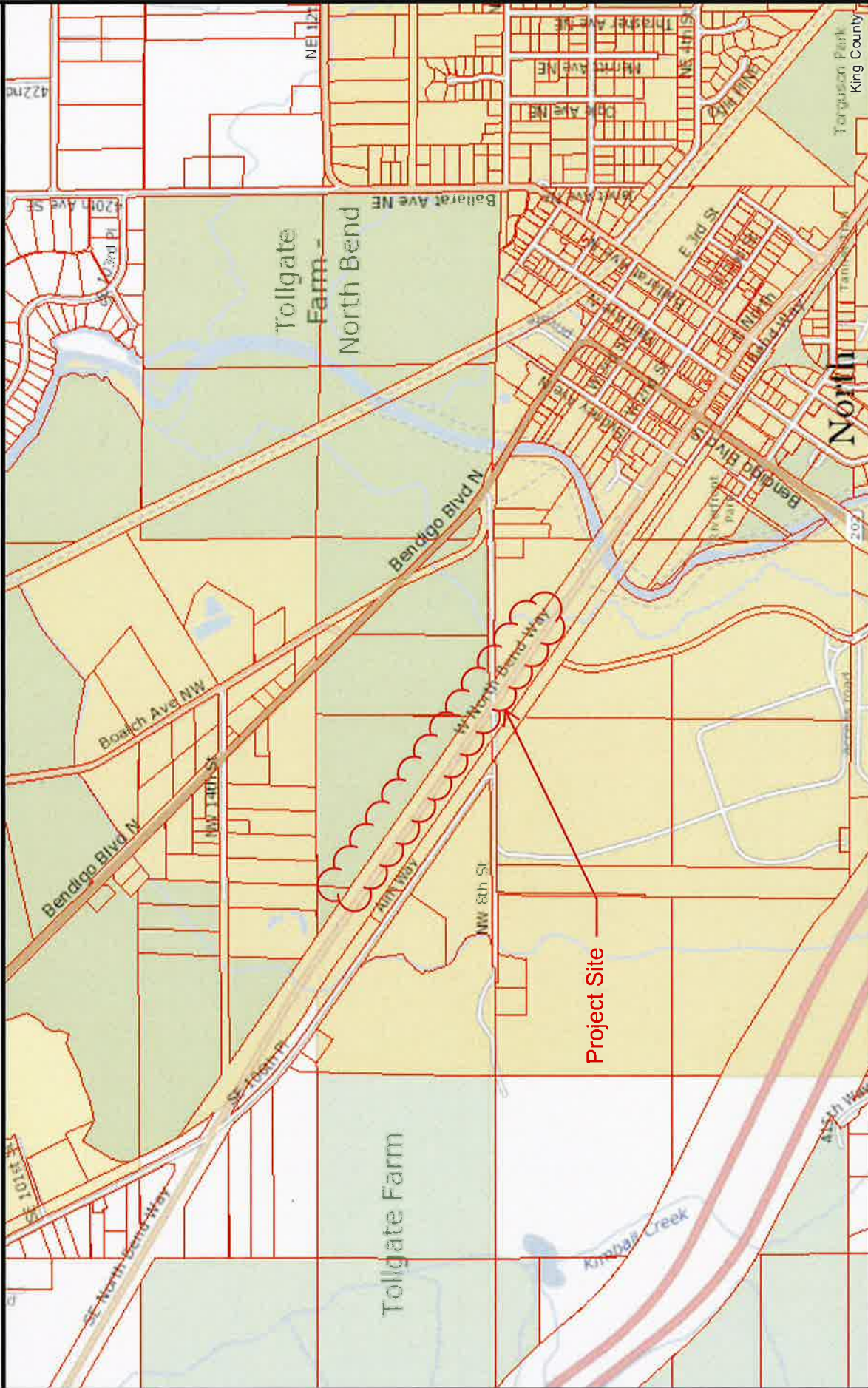
ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

Project Map



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

Date: 2/12/2025

Notes:



King County



PREFERRED ALTERNATIVES DEVELOPMENT

SEGMENT 1

The preferred alternative for Segment 1 (Alternative 1b) adds protected space for people walking and rolling within the existing paved area. Given the limited left turns along this segment, this alternative reduces the number of travel lanes in each direction and increases the buffer between the trail and the travel lanes. The wide planted buffer is at a scale to provide stormwater management and further improves the aesthetic qualities of the road with trees. Where there are left turns, the buffer can be reduced to provide left turn pockets.



Photo simulation of pedestrians and cyclists using the trail.



Photo simulation at the bridge in Segment 1.



240 FT NORTH BEND WAY ROW

SEGMENT 1 - PLAN VIEW

This plan view enlargement depicts the parking concept for Tollgate Farm Park, located within Segment 1, which will be paired with the preferred alternative. The improvements provide additional angled parking for park visitors and maintain the existing entrance. Though there are improvements to the parking, sidewalk, and trail, the existing Heirloom Apple Trees between the sidewalk and trail will remain as-is.

The Parking Lot is not included in this Phase 1. Phase 1 includes reducing North Bend Way width from 4 lanes to 2 lanes and adding a buffer strip and trail on the north side per the cross section on the previous page.



Project Funding Breakdown

Project	Total Const Cost				Local Funds				Budgeted Local Source of Funds (these amounts will be accounted for in Q1 2025 budget adjustment)									
	Fed Funds	State Funds	Local Funds	TIF	2025 Balance		2026 Balance		2025 Balance		2026 Balance		2025 Balance		2026 Balance		2025 Balance	
					\$4,092,638	\$1,132,989	\$4,092,638	\$1,132,989	\$1,903,482	\$1,903,482	\$1,903,482	\$1,903,482	\$1,903,482	\$1,903,482	\$1,903,482	\$1,903,482	\$1,903,482	\$1,903,482
NW 8th Street Water	\$0	\$0	\$1,925,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NW 14th Street Water	\$0	\$0	\$1,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NW 14th Street Improvements (design included above)	\$0	\$0	\$442,750	\$0	\$0	\$22,800	\$0	\$22,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SP202 Shared Use Trail and Pedestrian Bridge	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bridge Deck Repairs Bridge 3 (100% federal funds)	\$1,409,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bridge Deck Repairs Bridge 4 (Use overlay funds 103)	\$532,200	\$0	\$532,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taylor Park Gateway	\$1,150,000	\$0	\$1,150,000	\$0	\$0	\$650,000	\$0	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RR Crossing Improvements (100% federal funds)	\$2,632,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5th, 6th, and Main Water	\$834,000	\$0	\$834,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5th, 6th, and Main Roadway	\$1,110,000	\$0	\$1,110,000	\$0	\$0	\$310,000	\$0	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2024 SR202 Sidewalk Gap (West side of SR202 from NBW to RR tracks)	\$135,689	\$0	\$17,309	\$17,309	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025 Sidewalk Gaps (Thresher, NBW 1, NBW 2, 14th)	\$1,874,017	\$0	\$1,874,017	\$0	\$0	\$674,017	\$0	\$674,017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
McClellan Street Improvements (design only 2025-2026)	\$1,277,222	\$1,101,722	\$175,500	\$84,500	\$84,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025 Totals	\$19,672,128	\$5,142,972	\$18,380	\$18,380	\$18,380	\$18,380	\$18,380	\$18,380	\$18,380	\$18,380	\$18,380	\$18,380	\$18,380	\$18,380	\$18,380	\$18,380	\$18,380	\$18,380
South Fork Avenue Extension	\$7,074,353	\$0	\$2,828,741	\$0	\$2,000,000	\$0	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Starfish Roundabout (NBW/NW 8th Street)	\$3,275,647	\$0	\$3,275,647	\$0	\$2,675,647	\$0	\$2,675,647	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NBW/MTS Road Roundabout (applying for red funds)	\$2,760,000	\$2,387,400	\$372,600	\$0	\$22,600	\$0	\$22,600	\$0	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tanner Trail (applying for red funds)	\$1,380,000	\$1,193,700	\$186,300	\$0	\$0	\$0	\$0	\$0	\$186,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Complete Streets Phase 1 (design costs with const)	\$1,222,585	\$0	\$220,066	\$220,066	\$170,066	\$0	\$170,066	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cedar Falls Way Sidewalk (Money to 436th) Including UT Schedule 74 (applying for red funds)	\$3,450,000	\$2,984,250	\$465,750	\$0	\$0	\$0	\$0	\$0	\$465,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025 Sidewalk Gaps (Stilson)	\$239,379	\$0	\$239,379	\$0	\$239,379	\$0	\$239,379	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park and Main Intersection Improvements	\$500,000	\$0	\$500,000	\$0	\$230,000	\$54,000	\$230,000	\$54,000	\$216,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025 Totals	\$19,901,964	\$5,247,131	\$9,089,483	\$0	\$19,901,964	\$5,247,131	\$19,901,964	\$5,247,131	\$19,901,964	\$5,247,131	\$19,901,964	\$5,247,131	\$19,901,964	\$5,247,131	\$19,901,964	\$5,247,131	\$19,901,964	\$5,247,131
Total Expenses					\$5,635,192	\$1,910,817	\$5,635,192	\$1,910,817	\$2,446,791	\$2,446,791	\$2,446,791	\$2,446,791	\$2,446,791	\$2,446,791	\$2,446,791	\$2,446,791	\$2,446,791	\$2,446,791
Total Revenue					\$1,831,100	\$681,300	\$1,831,100	\$681,300	\$703,900	\$703,900	\$703,900	\$703,900	\$703,900	\$703,900	\$703,900	\$703,900	\$703,900	\$703,900
Year End Balance					\$290,546	\$1,903,482	\$290,546	\$1,903,482	\$160,561	\$160,561	\$160,561	\$160,561	\$160,561	\$160,561	\$160,561	\$160,561	\$160,561	\$160,561

City of North Bend
C-P-804(003)-1
North Bend Way
Tollgate Park Entrance to Ribary Creek Bridge

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of North Bend
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the North Bend Way, Tollgate Park Entrance to Ribary Creek Bridge (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of North Bend, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 81.9999 percent of approved eligible project costs up to the amount of \$1,002,519, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Project Funding Status Form

Agency Name: **NORTH BEND**
Project Name: **North Bend Way**
Tollgate Park Entrance to Ribary Creek Bridge

TIB Project Number: **C-P-804(003)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
NORTH BEND	110,033	
WSDOT	0	
Federal Funds	0	
City of North Bend - TBD funds	110,033	
TOTAL LOCAL FUNDS	220,066	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



City Council Agenda Bill

SUBJECT:		Agenda Date: February 18, 2025	AB25-014
Resolution Accepting Transportation Improvement Board (TIB) Grant Funds and Dedication of Matching Funds for the South Fork Avenue Extension and Starfish Roundabout Capital Projects	Department/Committee/Individual		
	Mayor Mary Miller		
	Interim City Administrator – Bob Larson		
	City Attorney – Kendra Rosenberg		
	City Clerk – Susie Oppedal		
	Administrative Services – Lisa Escobar		
	Comm. & Economic Development – James Henderson		
Cost Impact: \$2,829,741 NTE (not to exceed)	Finance – Martin Chaw		
Fund Source: Transportation Benefit District and/or Transportation Impact Fee funds	Public Works – Mark Rigos, P.E.		X
Timeline: 2025-2026 Budget			
Attachments: Resolution, Project Map, Project Funding Breakdown, TIB Fuel Tax Grant Agreement, TIB Project Funding Status Form			
<p>SUMMARY STATEMENT:</p> <p>In August of 2024, City staff applied for an Urban Arterial Program grant through the Washington State Transportation Improvement Board (TIB) in the amount of \$4,244,612 in construction funds for the South Fork Avenue Extension Project and the Starfish Roundabout Project at the intersection of NW 8th Street and North Bend Way. Attached is a project map showing the location and approximate layout of these projects based on the current design.</p> <p>This Urban Arterial Program grant was awarded by the TIB on November 22, 2024 in the amount of \$4,244,612 with a requirement that the City provide matching funds of \$2,829,741. These matching funds will be funded through Transportation Impact Fee (TIF) and/or Transportation Benefit District (TBD) funds. Attached is a project funding breakdown including TIF and TBD funds being used for this project and other projects planned for 2025 and 2026. Construction for these projects is scheduled for 2026 and we are currently at the 60% design level.</p> <p>The City Council designated the South Fork Avenue Extension and Starfish Roundabout Projects as high-priorities in the City's 2025-2030 6-Year Transportation Improvement Plan. Once constructed, the South Fork Ave Extension and Starfish Roundabout will create a new bypass road connecting Bendigo Blvd (SR-202) at South Fork Avenue to West North Bend Way at the intersection of NW 8th Street with a new roundabout. This bypass will reduce traffic volumes at the intersection of Bendigo Blvd and North Bend Way, which currently has a failing level of service during the peak PM hour, and it will act as a secondary truck route that decreases the number of trucks in the downtown core. Without this project happening, traffic conditions would worsen at the Bendigo and North Bend Way intersection and truck traffic associated with future development west of the South Fork Snoqualmie River would be forced through the downtown core.</p> <p>Before the TIB funds can be used, several administrative items need to be completed, which include: (1) acceptance of the grant by Council with the dedication of matching funds, (2) execution of the TIB Fuel Tax Grant Agreement, and (3) execution of the Project Funding Status Form.</p> <p>City staff recommend approval of the TIB grant award and dedication of matching funds for the construction of the South Fork Ave Extension and Starfish Roundabout Projects.</p>			
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.			

City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their January 28th, 2025 meeting and recommended approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB25-014, a resolution accepting a Washington State Transportation Improvement Board Grant in the amount of \$4,244,612 and dedication of matching funds for the South Fork Avenue Extension and Starfish Roundabout Transportation Capital Projects.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 18, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING A WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD GRANT IN THE AMOUNT OF \$4,244,612 FROM THE URBAN ARTERIAL PROGRAM, AND AUTHORIZING A MATCH OF \$2,829,741 IN LOCAL FUNDS FOR THE SOUTH FORK ROAD EXTENSION AND STARFISH ROUNDABOUT PROJECTS

WHEREAS, the City of North Bend (“City”) annually designs and constructs transportation capital projects on City streets; and

WHEREAS, the City applied to and received the Washington State Transportation Improvement Board (“TIB”) grant funding through the Urban Arterial Program in the amount of \$4,244,612 in TIB funds for the South Fork Road Extension and Starfish Roundabout (“Project”); and

WHEREAS, the Project is included in the City’s 2025-2030 Transportation Improvement Plan (“TIP”); and

WHEREAS, the TIB grant award requires the City to contribute a match amount of \$2,829,741 in local funds; and

WHEREAS, the \$2,829,741 match amount will be paid out of the Transportation Benefit District and/or the Transportation Impact Fee budget; and

WHEREAS, the City Council desires to accept the grant funds, authorize the City’s required local match amount, and authorize the Mayor to execute all documents necessary to proceed with the acceptance of grant funds;

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

Section 1. The City Council accepts the TIB Urban Arterial Program grant in the amount of \$4,244,612 for construction of the South Fork Avenue Extension and Starfish Roundabout Projects.

Section 2. The City Council authorizes the local match of \$2,829,741 to be paid out of the Transportation Benefit District and/or the Transportation Impact Fee budget.

Section 3. The Mayor is authorized to enter into any agreements with the TIB necessary to complete acceptance of the grant funds set forth in Section 1 of this Resolution. The Mayor is further authorized to execute and administer the Fuel Tax Grant Agreement and the Project Funding Status Form.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF FEBRUARY, 2025.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

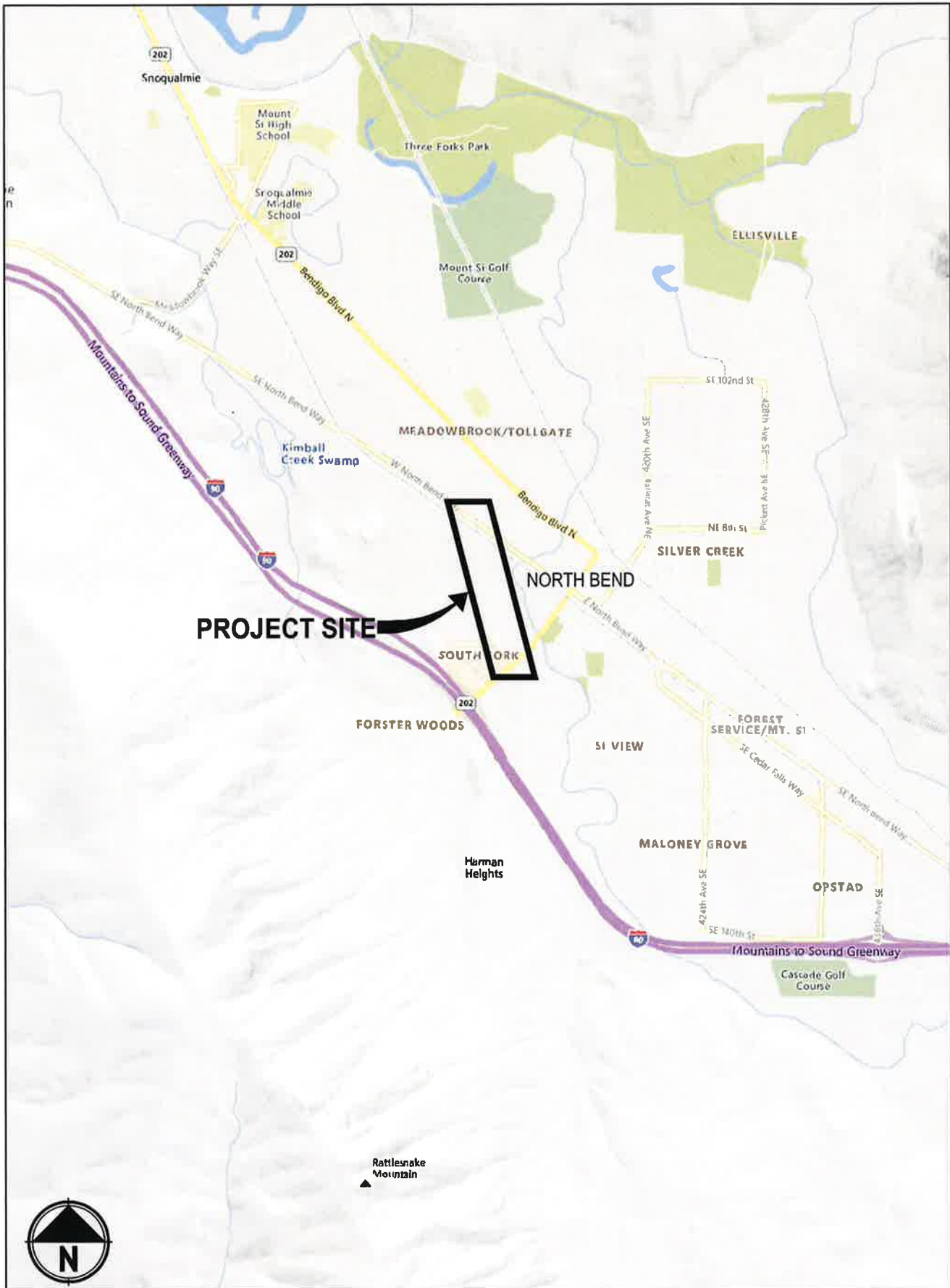
Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

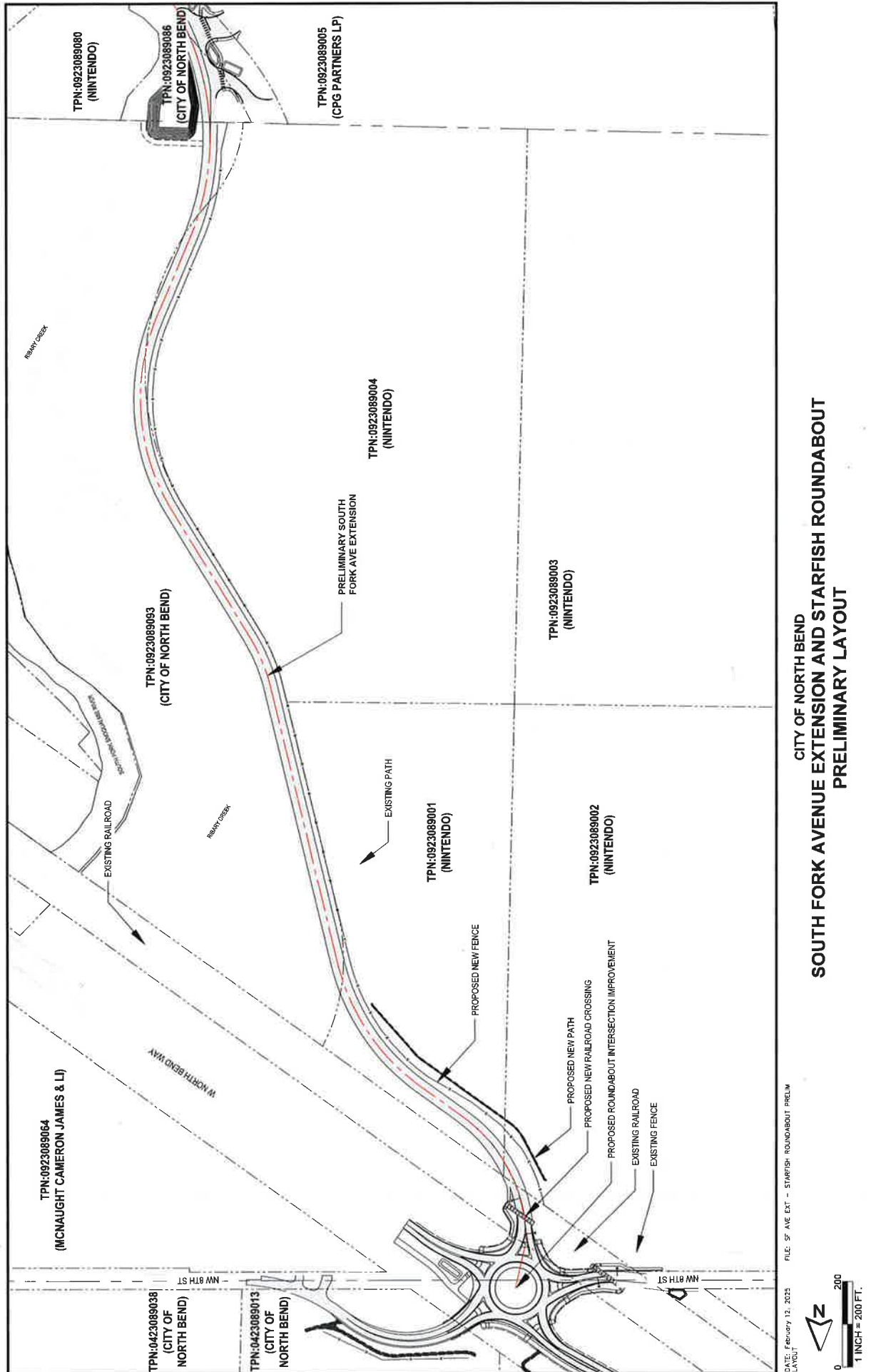
Posted:

Susie Oppedal, City Clerk



Project Map

NOT TO SCALE



Project Funding Breakdown

Project	Total Const Cost	Local Funds				TIF				Budgeted Local Source of Funds (these amounts will be accounted for in Q1 2025 budget adjustment)				PIF			
		Fed Funds	State Funds	Local Funds		2025 Balance	2026 Balance	2025 Balance	2026 Balance	2025 Balance	2026 Balance	2025 Balance	2026 Balance	2025 Balance	2026 Balance	2025 Balance	2026 Balance
						\$6,594,947	\$4,092,638	\$3,132,999	\$1,903,482	\$3,253,000	\$1,324,000	\$6,988,000	\$17,688,000	\$2,009,482	\$2,249,482	\$2,009,482	\$2,249,482
NW 8th Street Water	\$1,925,000	\$0	\$0	\$1,925,000		\$0	\$0	\$0	\$0	\$1,925,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NW 14th Street Water	\$1,250,000	\$0	\$0	\$1,250,000		\$0	\$0	\$0	\$0	\$1,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NW 14th Street Improvements (design included above)	\$442,750	\$0	\$0	\$442,750		\$419,950	\$0	\$22,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SP202 Shared Use Trail and Pedestrian Bridge	\$5,000,000	\$0	\$0	\$5,000,000		\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Bridge Deck Repairs Bridge 3 (100% federal funds)	\$1,409,250	\$1,409,250	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bridge Deck Repairs Bridge 4 (Use overlay funds 103)	\$532,200	\$0	\$0	\$532,200		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taylor Park Gateway	\$1,150,000	\$0	\$0	\$1,150,000		\$0	\$0	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$360,000	\$140,000
RR Crossing Improvements (100% federal funds)	\$2,632,000	\$2,632,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5th, 6th, and Main Water	\$834,000	\$0	\$0	\$834,000		\$0	\$0	\$0	\$0	\$834,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5th, 6th, and Main Roadway	\$1,110,000	\$0	\$0	\$1,110,000		\$900,000	\$0	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2024 SR202 Sidewalk Gap (West side of SR202 from NBW to RR tracks)	\$135,689	\$0	\$118,380	\$17,309		\$17,309	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025 Sidewalk Gaps (Thresher, NBW 1, NBW 2, 14th)	\$1,874,017	\$0	\$0	\$1,874,017		\$1,000,000	\$0	\$874,017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
McClellan Street Improvements (design only 2025-2026)	\$1,277,222	\$1,101,722	\$0	\$175,500		\$81,000	\$84,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025 Totals	\$19,672,128	\$5,142,972	\$118,380	\$14,310,776													
South Fork Avenue Extension	\$7,074,453	\$0	\$4,244,812	\$2,829,641		\$0	\$2,000,000	\$0	\$829,741	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Starfish Roundabout (NBW/NW 8th Street)	\$3,275,647	\$0	\$0	\$3,275,647		\$0	\$2,875,647	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NBW/MTS Road Roundabout (applying for red funds)	\$2,760,000	\$2,387,400	\$0	\$372,600		\$0	\$22,600	\$0	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tanner Trail (applying for red funds)	\$1,380,000	\$1,193,700	\$0	\$186,300		\$0	\$0	\$0	\$186,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Complete Streets Phase 1 (design costs with const)	\$1,222,585	\$0	\$1,002,519	\$220,066		\$50,000	\$170,066	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cedar Falls Way Sidewalk (Money to 436th) Including UT Schedule 74 (applying for red funds)	\$3,450,000	\$2,984,250	\$0	\$465,750		\$0	\$0	\$0	\$465,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025 Sidewalk Gaps (Stilson)	\$239,379	\$0	\$0	\$239,379		\$0	\$239,379	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park and Main Intersection Improvements	\$500,000	\$0	\$0	\$500,000		\$0	\$230,000	\$54,000	\$216,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025 Totals	\$19,901,964	\$6,565,350	\$5,247,131	\$8,089,483													
Total Expenses						\$4,568,269	\$5,635,192	\$1,910,817	\$2,446,791	\$4,009,000	\$0	\$1,000,000	\$0	\$1,360,000	\$1,140,000		
Total Revenue						\$1,865,950	\$1,831,100	\$681,300	\$703,900	\$2,080,000	\$2,200,000	\$9,500,000	\$1,600,000	\$1,600,000	\$2,500,000		
Year End Balance						\$4,092,638	\$290,546	\$1,903,482	\$160,561	\$1,324,000	\$1,524,000	\$17,488,000	\$19,088,000	\$2,249,482	\$3,699,482		

City of North Bend
8-1-804(003)-1
South Fork Road Extension
SR 202 to North Bend Wy

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of North Bend
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the South Fork Road Extension, SR 202 to North Bend Wy (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of North Bend, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 60.0000 percent of approved eligible project costs up to the amount of \$4,244,612, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Project Funding Status Form

Agency Name **NORTH BEND**
Project Name: **South Fork Road Extension**
SR 202 to North Bend Wy

TIB Project Number: **8-1-804(003)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
NORTH BEND	741	
WSDOT	0	
Federal Funds	0	
City of North Bend - TBD funds	1,414,500	
City of North Bend TIF funds	1,414,500	
TOTAL LOCAL FUNDS	2,829,741	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title